

## NOTICE

### **THIS MEETING WILL BE CONDUCTED VIA WEBINAR/TELECONFERENCE. THE COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC.**

Pursuant to Executive Orders issued by Governor Newsom to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, this meeting will be conducted remotely via the ZOOM virtual meeting platform. In compliance with the Executive Orders, there will be no in-person meeting location, however the public may participate using any of the remote methods described below.

### LISTEN TO THE MEETING LIVE VIA ZOOM

Members of the public may participate in this meeting by joining the ZOOM conference via PC, Mac, iPad, iPhone, or Android device using the URL:

<https://zoom.us/j/93717150550>

### LISTEN TO THE MEETING LIVE VIA TELEPHONE

The public may participate via phone only (without a computer/smart device) by dialing the below numbers:

**Dial Number: 1-669-900-6833**

**Meeting ID: 937 1715 0550**

**ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING.  
THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT THE APPROPRIATE TIME.  
PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING.**

#### **VERBAL PARTICIPATION USING ZOOM**

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests comments from the public.

If you want to provide public comments and are using a computer or laptop without a microphone connected or built in, you will also need to call in using the Teleconference Number and Meeting ID highlighted below, and dial your Participant ID on the phone when prompted. Your Participant ID is found in the "Phone Call" tab of the "Join Audio" settings. This option will also switch your audio over to the phone. Please do not use speaker mode and turn off your computer audio when speaking to prevent audio feedback.

#### **VERBAL PARTICIPATION OVER THE PHONE**

Please dial \*6 to mute and unmute yourself, and \*9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests comments from the public. Do not use speaker mode when speaking.

#### **ADA COMPLIANCE INFORMATION**

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the City Clerk at [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) or call (909) 625-9416. Every attempt will be made to swiftly address each request. (28 CFR 35.102-35.104 ADA Title II)

## PUBLIC COMMENT PROCEDURES

#### **MAKING VERBAL COMMENTS**

To provide verbal comments during the meeting, please visit [www.cityofmontclair.org/cc-comment](http://www.cityofmontclair.org/cc-comment) to fill out a Virtual Speaker Card to request to speak in advance. You may also call the City Clerk in advance at (909) 625-9416 to fill out the Virtual Speaker Card over the phone or e-mail your name, phone number if calling in during the meeting, and subject of comment or agenda item to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) with "[Meeting Date] Virtual Speaker Card" as the subject line.

Meeting attendees who did not fill out the Virtual Speaker Card in advance will be given an opportunity to speak after those who requested to speak in advance.

#### **SUBMITTING WRITTEN COMMENTS**

Written comments (250 word limit) may be submitted prior to the meeting by filling out the Virtual Speaker Card ([www.cityofmontclair.org/cc-comment](http://www.cityofmontclair.org/cc-comment)), via e-mail ([cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org)), or via U.S. Mail (Mailing Address: City of Montclair, Attn: City Clerk, Re: [Meeting Date] Public Comment, 5111 Benito Street, Montclair, CA 91763), and will be read aloud during the meeting by the City Clerk at the appropriate time.

Please submit all requests to speak or written comments at least one hour prior to the start of the meeting. The City cannot be held responsible for U.S. Mail that does not arrive on time prior to the subject meeting.



**REGULAR JOINT MEETING OF THE  
CITY COUNCIL, SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION,  
MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION**

**AGENDA**

Monday, February 1, 2021  
7:00 p.m.

*As a courtesy, please place yourself on mute while the meeting is in session, unless speaking (Dial \*6 on the phone to toggle mute), and turn off/mute/disable all video/web cameras.*

*Persons wishing to make a public comment or speak on an agenda item, including public hearing and closed session items, are requested to complete a Virtual Speaker Card (VSC) at [www.cityofmontclair.org/cc-comment](http://www.cityofmontclair.org/cc-comment). The Mayor/Chair (or the meeting's Presiding Officer) will recognize those who have submitted a VSC at the time of the item's consideration and invite those individuals to provide comments on the item at that time. Those who did not fill out a VSC will have an opportunity to speak after those who did by using the "raise hand" function on the ZOOM meeting platform or over the phone by dialing \*9.*

*Audio recordings of the CC/SA/MHC/MHA/MCF meetings are available on the City's website at [www.cityofmontclair.org](http://www.cityofmontclair.org) and can be accessed by the end of the next business day following the meeting.*

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],  
Montclair Housing Corporation Board [MHC],  
Montclair Housing Authority Commission [MHA],  
Montclair Community Foundation Board [MCF]

**II. INVOCATION**

*In keeping with our long-standing tradition of opening our Council meetings with an invocation, this meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS — None**

**VI. PUBLIC COMMENT**

*This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded up to five minutes to address the City Council/Boards of Directors/Commissioners. (Government Code Section 54954.3).*

*If you did not submit a Virtual Speaker Card and would like to speak on an item that is on the agenda, please request to speak during Public Comment to announce the agenda item on which you would like to comment so you may be called on to provide your comments at the time of that item's consideration.*

*Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of or taking action on items not listed on the agenda.*

**VII. PUBLIC HEARINGS**

- A. Consider Projects and Prioritization of Funding for the Fiscal Year 2021–2022  
Community Development Block Grant Program [CC] 5

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
1. Regular Joint Meeting — December 7, 2020 [CC/SA/MHC/MHA/MCF]
  2. Regular Joint Meeting — January 19, 2021 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports	
1. Consider Approval of Warrant Register & Payroll Documentation [CC]	6
2. Consider Acceptance of Grant Deed Nos. 1681 and 1682, Grants of Easement for Construction, Maintenance, and Use of Sidewalks and Appurtenances Located on Moreno Street at APNs 1008-211-06 and 1008-211-07 to Allow for the Construction of ADA Sidewalk and Driveway Improvements [CC]	
Consider Authorizing Staff to Record Grant Deed Nos. 1681 and 1682 with the Office of the San Bernardino County Recorder [CC]	7
C. Agreements	
1. Consider Approval of Agreement No. 21-02 with Willdan Corporation to Perform Building Construction Plan Review and Consultation Services [CC]	16
2. Consider Approval of Agreement No. 21-03 with 5060 Montclair Plaza Lane Owner, LLC (Grant Deed No. 1679), a Grant of Easement for Construction, Maintenance, and Use of Secondary Tenant Identification Signs Located Along the Freeway Frontage at Montclair Place (APN 1008-191-05) [CC]	
Consider Authorizing Staff to Record Grant Deed No. 1679 with the Office of the San Bernardino County Recorder [CC]	32
D. Resolutions	
1. Consider Adoption of Resolution No. 21-3300 Affirming Support for the Democratic Process and the United States Constitution [CC]	49

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. BUSINESS ITEMS**

**XI. COMMUNICATIONS**

- A. Department Reports — None
- B. City Attorney
  - 1. Request to Meet in Closed Session Pursuant to GC §54957.6 Regarding Conference with City’s Designated Labor Negotiator Edward C. Starr [CC]
    - Agency:* City of Montclair
    - Employee Assocs.:* Management, Montclair City Confidential Employees Association, Montclair General Employees Association, Montclair Fire Fighters Association, and Montclair Police Officers Association
- C. City Manager/Executive Director
- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes (*for informational purposes only*) — None

- XII. CLOSED SESSION
- XIII. CLOSED SESSION ANNOUNCEMENTS
- XIV. ADJOURNMENT

*The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Tuesday, February 16, 2021, at 7:00 p.m.*

*Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after publication of the Agenda packet are available for public inspection in in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Pursuant to the Governor's Executive Orders in relation to the COVID-19 pandemic, please call the City Clerk's Office at (909) 625-9416 or send an e-mail to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) to request such review of items via e-mail.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416 or e-mail [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org). Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)*

*I, Andrea M. Phillips, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <http://www.cityofmontclair.org/agendas> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, January 28, 2021.*





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 1, 2021	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated February 1, 2021, and the Payroll Documentation dated December 20, 2020, and January 3, 2021, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated February 1, 2021, totals \$2,386,929.06; the Payroll Documentation dated December 20, 2020 totals \$601,135.97 gross, with \$411,186.26 net being the total cash disbursement; and the Payroll Documentation dated January 3, 2021 totals \$607,376.65 gross, with \$409,738.56 net being the total cash disbursement.

**RECOMMENDATION:** Staff recommends the City Council approve the above-referenced Warrant Register and Payroll Documentation.



# CITY COUNCIL AGENDA REPORT

**DATE:** FEBRUARY 1, 2021

**FILE I.D.:** LDA210

**SECTION:** CONSENT - ADMIN. REPORTS

**DEPT.:** PUBLIC WORKS

**ITEM NO.:** 2

**PREPARER:** N. CASTILLO

**SUBJECT:** CONSIDER ACCEPTANCE OF GRANT DEED NOS. 1681 AND 1682, GRANTS OF EASEMENT FOR CONSTRUCTION, MAINTENANCE, AND USE OF SIDEWALKS AND APPURTENANCES LOCATED ON MORENO STREET AT APNS 1008-211-06 AND 1008-211-07 TO ALLOW FOR THE CONSTRUCTION OF ADA SIDEWALK AND DRIVEWAY IMPROVEMENTS

CONSIDER AUTHORIZING STAFF TO RECORD GRANT DEED NOS. 1681 AND 1682 WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

**REASON FOR CONSIDERATION:** The City Council is requested to consider acceptance of Grant Deed Nos. 1681 and 1682, Grants of Easement for construction, maintenance, and use of sidewalks and appurtenances located on Moreno Street west of Benson Avenue at Assessor's Parcel Nos. 1008-211-06 and 1008-211-07. Grant deeds for properties and easements are subject to City Council approval.

**BACKGROUND:** The site of the old Pegasus Hobbies Store located at 5515 Moreno Street is to be redeveloped to update the existing building to house a Drivetime car sales location. The site improvements require the dedication of right-of-way on Moreno Street by the property owner and the owner of the adjacent property to the City of Montclair. The dedications will allow for the driveways on Moreno Street to be upgraded to meet Americans with Disabilities Act (ADA) requirements.

**FISCAL IMPACT:** The acceptance of Grant Deed Nos. 1681 and 1682 would have no fiscal impact to the City. Without the acceptance of the grant deeds, the City would not have the legal authority to access the properties to construct and maintain the indicated improvements.

**RECOMMENDATION:** Staff recommends that the City Council take the following action:

1. Accept Grand Deed Nos. 1681 and 1682, Grants of Easement for construction, maintenance, and use of sidewalks and appurtenances located on Moreno Street at Assessor's Parcel Nos. 1008-211-06 and 1008-211-07 to allow for the construction of ADA sidewalk and driveway improvements.
2. Authorize staff to record Grant Deed Nos. 1681 and 1682 with the Office of the San Bernardino County Recorder.

Recording Requested

By and Mail to:

CITY OF MONTCLAIR  
P.O. BOX 2308  
5111 BENITO STREET  
MONTCLAIR, CALIFORNIA 91763

SPACE ABOVE THIS LINE FOR RECORDERS USE

Affix Internal Revenue Stamps In This Place

# GRANT DEED

Affix I.R.S. \$ \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANTS to the **CITY OF MONTCLAIR** an easement for the purpose of constructing, reconstructing, maintaining, and use of sidewalks and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibits A and B

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

*[Handwritten Signature]*  
*[Handwritten Signature]*  
Grant Deed No. 1682  
12-15-2020

State of CALIFORNIA

County of SAN BERNARDINO

On 12-15-2020 before me, S. ESCOBEDO, Notary Public, personally appeared LARRY JAMES THOMPSON personally known to me - or  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

S. Escobedo  
Signature of Notary



(Seal)

## ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the **CITY OF MONTCLAIR**, State of California, a body corporate and politic, is hereby accepted by order of the **MONTCLAIR CITY COUNCIL** made on \_\_\_\_\_, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

(Seal)



# EXHIBIT "A"

## LEGAL DESCRIPTION

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 3 OF PARCEL MAP NO. 3319 AS PER MAP FILED IN BOOK 30, PAGES 54 AND 55 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89°51'30" EAST, 7.14 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 45°08'30" WEST, 5.89 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 4.17 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°51'30" WEST, 2.96 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WEST LINE, NORTH 00°01'38" WEST, 4.17 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 21 SQUARE FEET, MORE OR LESS

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

  
\_\_\_\_\_  
JAKE W. LAPPERT                      12/09/2020  
PLS 9303                                      DATE



SHEET 1 OF 1

EXHIBIT "A"  
LEGAL DESCRIPTION  
CITY OF MONTCLAIR, CALIFORNIA

 **ORC Engineering, Inc.**  
Civil Engineering/Land Surveying/Land Planning

160 S. DM Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 685-6860

C:\2019\19-420-ILL Montclair.Eval\Adjacemt. Statewoks Easement\19-420exh101 - Adj. SW Esmt.dwg, Dec 09, 2020 - 7:34am

# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**MORENO STREET**  
(PUBLIC STREET)

44'

44'

SEE SHEET 2

PARCEL 2


PARCEL 3

PARCEL MAP NO. 3319  
P.M.B. 30 / 54 - 55

LOT 5  
(PORTION)

MAP OF SYCAMORE  
WATER DEVELOPMENT  
CO.'S ADDITION  
M.B. 11 / 24

## LEGEND

-  EASEMENT AREA
-  RIGHT-OF-WAY LINE
-  UNDERLYING LOT LINE
-  CENTER LINE

**SAN BERNARDINO FREEWAY**  
INTERSTATE 10



SCALE: 1"=60'  
SHEET 1 OF 2

EXHIBIT "B"  
PLAT  
CITY OF MONTCLAIR, CALIFORNIA

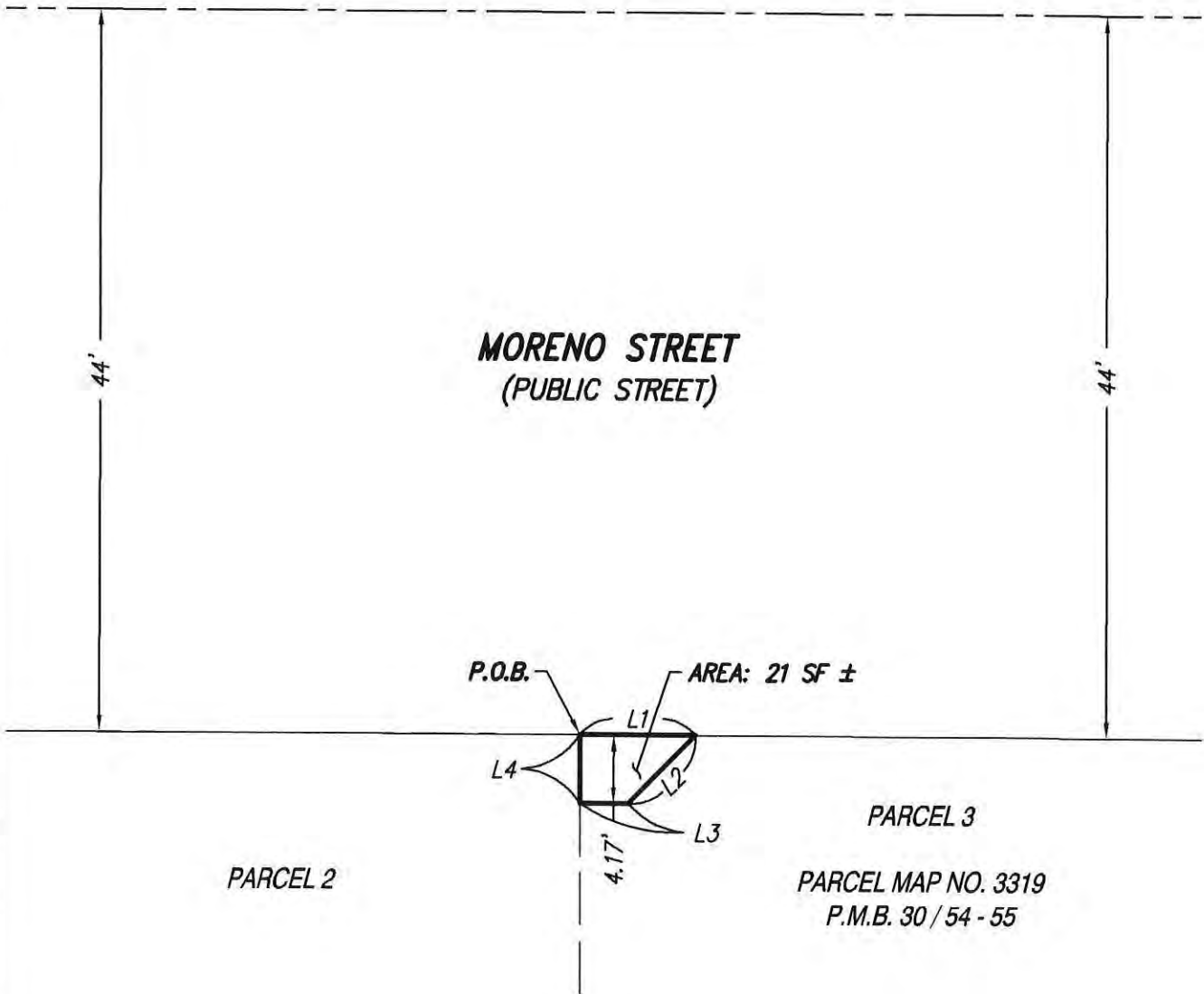
**ORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 685-6860

I:\2019\19-420 J.L. Montclair\Ex\Adjacent Sidewalk Easement\19-420\exh101 - Adj. SW Easmt.dwg; Dec. 09, 2020 - 2:34am

# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION



PARCEL 2

PARCEL 3

PARCEL MAP NO. 3319  
P.M.B. 30 / 54 - 55

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°51'30"E	7.14'
L2	S45°08'30"W	5.89'
L3	N89°51'30"W	2.96'
L4	N00°01'38"W	4.17'

## LEGEND

- EASEMENT AREA
- RIGHT-OF-WAY LINE
- UNDERLYING LOT LINE
- CENTER LINE



SCALE: 1"=10'  
SHEET 2 OF 2

EXHIBIT "B"  
PLAT  
CITY OF MONTCLAIR, CALIFORNIA

**ORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 685-6860

G:\2019\19-420 nL Montclair\Ex\Adjacent Sidewalk Easement\19-420exh101 - Adj SW Esmt.dwg: Dec 03, 2020 - 3:34pm

Recording Requested  
By and Mail to:

CITY OF MONTCLAIR  
P.O. BOX 2308  
5111 BENITO STREET  
MONTCLAIR, CALIFORNIA 91763

SPACE ABOVE THIS LINE FOR RECORDERS USE

Affix Internal Revenue Stamps In This Place

# GRANT DEED

Affix I.R.S. \$ \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANTS to the **CITY OF MONTCLAIR** an easement for the purpose of constructing, reconstructing, maintaining, and use of sidewalks and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibits A and B



Grant Deed No. 1681

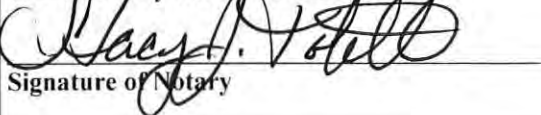
State of California

County of San Bernardino

On 12-16-20 before me, Stacy Totillo, personally appeared Behrad Barouti

personally known to me - or  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary



(Seal)

## ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the **CITY OF MONTCLAIR**, State of California, a body corporate and politic, is hereby accepted by order of the **MONTCLAIR CITY COUNCIL** made on \_\_\_\_\_, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Clerk

(Seal)

# EXHIBIT "A"

## LEGAL DESCRIPTION

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING PARCELS OF LAND LYING WITHIN PARCEL 2 OF PARCEL MAP NO. 3319, AS PER MAP FILED IN BOOK 30, PAGES 54 AND 55 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### PARCEL "1"

**BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89°51'30" EAST, 13.57 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE, SOUTH 89°51'30" EAST, 47.81 FEET TO **POINT "A"**; THENCE LEAVING SAID LINE SOUTH 45°08'30" WEST, 5.89 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 4.17 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE; THENCE ALONG SAID PARALLEL LINE, NORTH 89°51'30" WEST, 39.48 FEET; THENCE LEAVING SAID PARALLEL LINE, NORTH 44°51'30" WEST, 5.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS 182 SQUARE FEET, MORE OR LESS.

### PARCEL "2"

**BEGINNING** AT SAID **POINT "A"**; THENCE ALONG THE NORTH LINE OF SAID PARCEL 2, SOUTH 89°51'30" EAST, 91.74 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE, SOUTH 89°51'30" EAST, 40.88 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, SOUTH 00°01'38" EAST, 4.17 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 4.17 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE; THENCE LEAVING SAID LINE AND ALONG SAID PARALLEL LINE, NORTH 89°51'30" WEST, 36.72 FEET; THENCE LEAVING SAID PARALLEL LINE, NORTH 44°51'30" WEST, 5.89 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 162 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

  
PASCAL R. APOTHELOZ  
LS 7734

12/09/2020  
DATE

SHEET 1 OF 1

EXHIBIT "A"  
LEGAL DESCRIPTION  
CITY OF MONTCLAIR, CALIFORNIA

**ORC Engineering, Inc.**  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 685-6860

# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

## MORENO STREET

(PUBLIC STREET)

N89°51'30"W 194.00'

SEE DETAIL ON SHEET 2

PARCEL 1

N0°01'38"W 346.96'

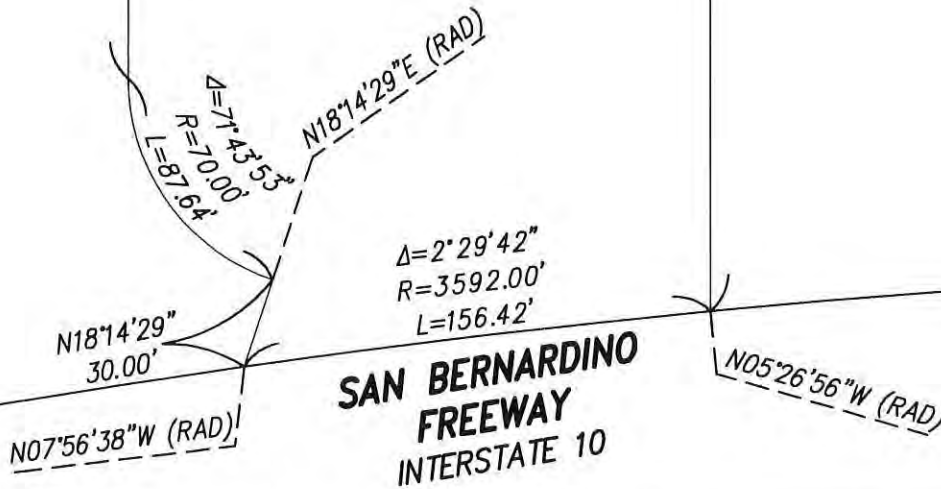
PARCEL 2  
PARCEL MAP NO. 3319  
P.M.B. 30/54-55

PARCEL 3

N0°01'38"W 423.18'

### LEGEND

-  EASEMENT AREA
-  UNDERLYING LOT LINE
-  CENTER LINE



SCALE: 1"=60'  
SHEET 1 OF 2

EXHIBIT "B"  
PLAT  
CITY OF MONTCLAIR, CALIFORNIA

**ORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

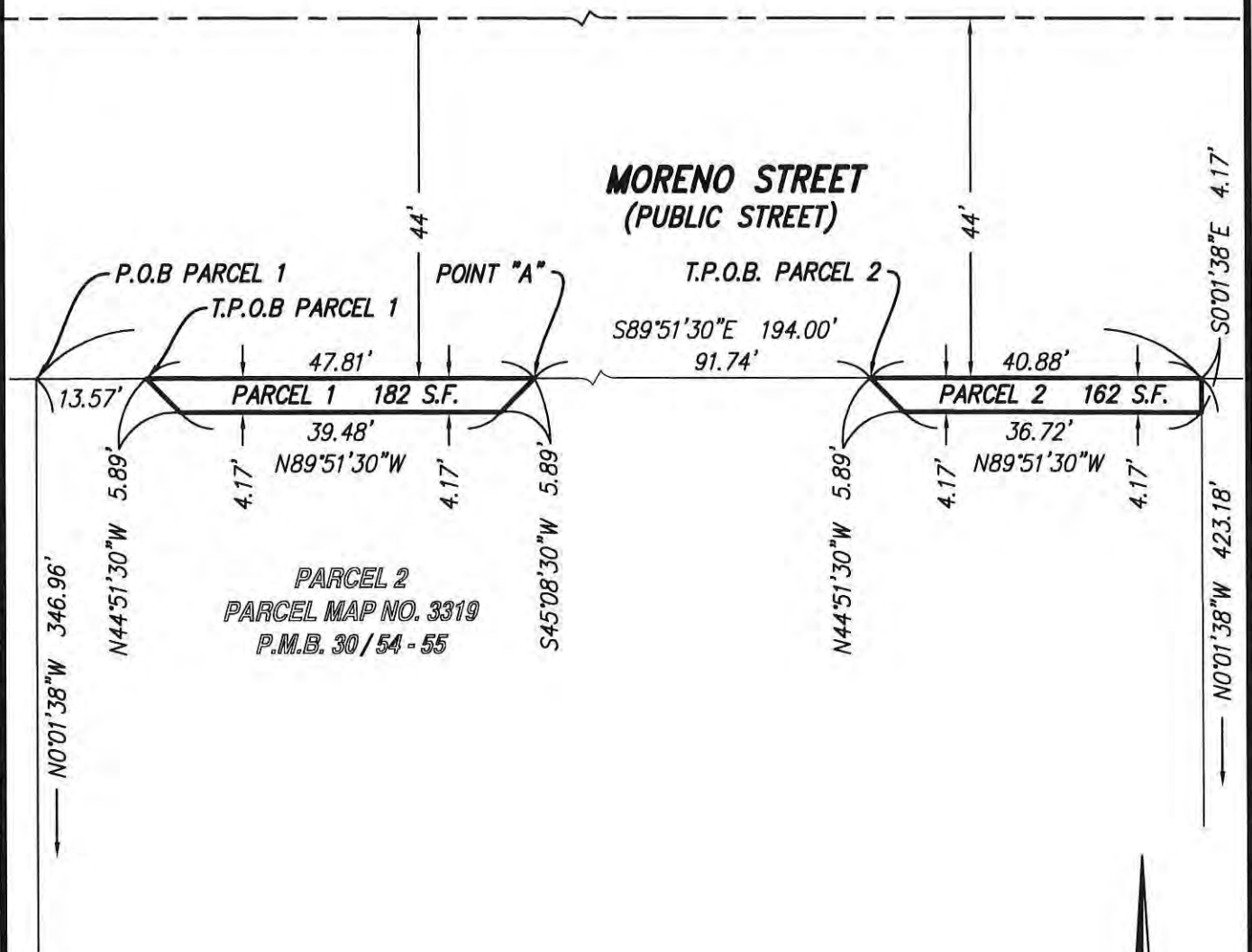
160 S. Old Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 685-6860

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# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

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### LEGEND

- EASEMENT AREA
- UNDERLYING LOT LINE
- CENTER LINE
- S.F. SQUARE FEET



SCALE: 1"=20'  
SHEET 2 OF 2

EXHIBIT "B"  
PLAT  
CITY OF MONTCLAIR, CALIFORNIA

**JORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

180 S. Old Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 685-6860



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 1, 2021	<b>FILE I.D.:</b>	CDV115
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	COMMUNITY DEV.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	M. WESTERLIN
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 21-02 WITH WILLDAN CORPORATION TO PERFORM BUILDING CONSTRUCTION PLAN REVIEW AND CONSULTATION SERVICES		

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**REASON FOR CONSIDERATION:** In December 2020, the City received a large project for plan review, which created a need for additional plan review services. The City Council is requested to approve Agreement No. 21-02 with Willdan Corporation for review of building construction plans and consultation for compliance with current adopted Building Codes.

A copy of the proposed agreement No. 21-02 and Exhibit A to Agreement No. 21-02 are attached for the City Council's review and consideration.

**BACKGROUND:** The Building Division continues to perform plan reviews; however, occasionally, large projects are submitted, which would inundate staff on top of the regular workload, causing other plan reviews to lag behind. The additional workload increases the plan review time for contractors and homeowners, causing delays with their projects. In order to provide an efficient timeframe for plan review, staff has sought assistance to provide additional plan review services as needed.

Willdan Corporation has provided comprehensive support to municipalities and public agencies for plan review and project consultation since 1964. They provide plan review in Architectural, Fire/Life safety, Plumbing, Mechanical, Electrical, Structural, Energy Conservation, Title 24 regulations, Disabled Access, Green Building Standards, CASp Accessibility, and Fire prevention. Willdan's staff includes licensed engineers, architects, and ICC certified plans examiners. Associates with the group have special expertise in industry technology, codes, and standards.

**FISCAL IMPACT:** The City Council's approval of Agreement No. 21-02 should have no discernable impact on the City's General Fund. Fees for review of plans for Building Code compliance are collected in advance of each submittal to cover the cost of in-house and consultant review.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 21-02 with Willdan Corporation to perform building construction plan review and consultation services.



**CITY OF MONTCLAIR**  
**AGREEMENT FOR CONSULTANT SERVICES**  
**BUILDING PLAN REVIEW**

THIS AGREEMENT is made and effective as of January 5, 2021, between the City of Montclair, a municipal corporation ("City") and Willdan, a California corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on January 5, 2021 and shall remain and continue in effect until terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall act as the plan reviewer and perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, based upon actual time spent on the above tasks.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the

amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement. Consultant also may terminate this Agreement by serving upon the City at least thirty (30) days prior written notice.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

## 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement

without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant's officers, agents, representative, employees, independent contractors, subcontractors, subconsultants, or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Consultant's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subcontractors/Subconsultants and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub consultant, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility

whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies.

No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing,

Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and

completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate total bodily injury, personal injury, and property damage.

- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with

the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Agreement with the City and continuous coverage shall be



maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Consultant shall be responsible for causing Subcontractors/Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors'/Subconsultant's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant

further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Mike Diaz  
Director of Community Development  
City of Montclair  
5111 Benito  
Montclair, CA 91763

To Consultant: Willdan  
650 E. Hospitality Ln, Suite 400  
San Bernardino, CA 92408-3586

17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. PRIORITY OF AGREEMENT

To the extent any provision of Consultant's Proposal attached hereto as Exhibit "A" conflicts with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control and shall take precedence over those contained in Consultant's Proposal.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF MONTCLAIR**

**CONSULTANT - WILLDAN**

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By:  \_\_\_\_\_  
Director of Building and Safety

Attest:

By: \_\_\_\_\_  
Andrea M. Phillips, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney

**EXHIBIT A**

Building and Safety Plan Review Services

Hourly rate: \$130



# CITY COUNCIL AGENDA REPORT

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**DATE:** FEBRUARY 1, 2021                      **FILE I.D.:** LDA230  
**SECTION:** CONSENT - AGREEMENTS                      **DEPT.:** PUBLIC WORKS  
**ITEM NO.:** 2    **PREPARER:** N. CASTILLO

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 21-03 WITH 5060 MONTCLAIR PLAZA LANE OWNER, LLC (GRANT DEED NO. 1679), A GRANT OF EASEMENT FOR CONSTRUCTION, MAINTENANCE, AND USE OF SECONDARY TENANT IDENTIFICATION SIGNS LOCATED ALONG THE FREEWAY FRONTAGE AT MONTCLAIR PLACE (APN 1008-191-05)

CONSIDER AUTHORIZING STAFF TO RECORD GRANT DEED NO. 1679 WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 21-03 with 5060 Montclair Plaza Lane Owner, LLC (Grant Deed No. 1679), a grant of easement for construction, maintenance, and use of secondary tenant identification signs located along the freeway frontage at Montclair Place (APN 1008-191-05). The granting of deeds for properties and easements are subject to City Council approval

**BACKGROUND:** The owner of Montclair Place, 5060 Montclair Plaza Lane Owner, LLC/CIM Group, was granted an amendment to the Master Sign Program for Montclair Place. The approved sign program amendment includes replacement of the existing freeway pylon sign with a freestanding digital monument sign, and three new secondary tenant identification signs. Three secondary tenant identification monument signs are proposed along the freeway frontage directly west of the proposed digital monument sign. Overall dimensions of each sign measures 43' 9" high by 16' wide and will be located within three existing parking stalls adjacent to the freeway. Portions of two of the secondary tenant identification monument signs seem to fall within a fifteen-foot-wide swath of land own by the City that lies between the freeway and the Montclair Place property.

**FISCAL IMPACT:** The approval and granting of said easement would have no impact on the City's General Fund, and would not be contrary to the objectives of any part of the adopted General Plan, in that, the General Plan specifically recognizes the importance of retaining the economic viability of Montclair Place, and promotes continued maintenance and improvement of the mall to attract new patronage and new complementary uses to maximize its utilization and intensification of the area's activity.

**RECOMMENDATION:** Staff recommends that the City Council take the following action:

1. Approve Agreement No. 21-03 with 5060 Montclair Plaza Owner, LLC (Grant Deed No. 1679), a Grant of Easement for construction, maintenance, and use of secondary tenant identification signs located along the freeway frontage at Montclair Place (APN 1008-191-05).
2. Authorize staff to record Grant Deed No. 1679 with the Office of the San Bernardino County Recorder.



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Montclair  
Public Works Department  
5111 Benito Street  
Montclair, California 91763  
Attn: Noel Castillo

FREE RECORDING:  
This instrument is for the benefit of City of  
Montclair and is entitled to be recorded  
without fee or tax. (Govt. Code 6103 and Rev.  
& Tax Code 11922)

Space above this line for Recorder's Use

AGREEMENT NO. 21-03

GRANT OF EASEMENT AGREEMENT

This **Grant of Easement Agreement (the "Agreement")** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by CITY OF MONTCLAIR, a California municipal corporation ("**City**"), and 5060 MONTCLAIR PLAZA LANE **OWNER, LLC, a Delaware limited liability company ("Grantee")**. City and Grantee are sometimes referred to in this Agreement collectively as the "**Parties,**" or individually as a "**Party.**"

RECITALS

- A. City owns fee title to that certain real property located in the County of San Bernardino, State of California, as more particularly described on Exhibit A attached hereto (the "City Property"), which includes the existing right-of-way depicted in red on Exhibit B attached hereto (the "Right-of-Way").
- B. Grantee owns fee title to that certain real property located in the County of San Bernardino, State of California, as more particularly described on Exhibit C attached hereto (the "Grantee Property").
- C. Grantee owns certain pylon signs located on the Grantee Property, two (2) (the "**Pylon Signs**") of which encroach into the Right-Of-Way, as depicted on Exhibit B (the "Sign Encroachments").
- D. A portion of the surface parking area located on the Grantee Property encroaches into the Right-Of-Way, as depicted on Exhibit D (the "Parking Encroachment" and collectively with the Sign Encroachments, the "Encroachments").
- E. In connection with the Encroachments, Grantee has requested that City, and City has agreed to, grant to Grantee easement rights across the City Property for the purpose of entering upon, using, operating, maintaining, repairing, replacing, and improving the Encroachments.
- F. In connection with the foregoing, the Parties desire to set forth their Agreement regarding the rights and obligations of the Parties under this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by the City and Grantee, City and Grantee hereby agree as follows:

1. Grant of Sign Easements. City grants to Grantee, its successors and assigns, perpetual, non-exclusive easements (**the "Sign Easements"**) on, over, under and through the portion of the City Property comprising two (2) separate areas located on approximately 230 feet of the City Property in the aggregate,

with the westernmost easement area measuring approximately 15 feet by 5.58 feet and the easternmost easement area measuring approximately 15 feet by 9.77 feet, as further described on [Exhibit E](#) and depicted on [Exhibit G](#) (the "Sign Easement Areas"). The Sign Easements shall be appurtenant to, and shall run with the City Property and Grantee Property. The Sign Easements shall be located within the Sign Easement Areas as described on [Exhibit E](#) and depicted on [Exhibit G](#). The Sign Easements shall be used (a) to use, operate, maintain, repair, replace, and improve the Pylon Signs for the benefit of Grantee and (b) for access, ingress and egress to, from and between the Right-of-Way and the Grantee Property on and over the Sign Easement Areas for the benefit of Grantee and its employees, agents, or contractors. The Sign Easements shall include all such rights as is reasonably necessary for the exercise of the easement rights under this Agreement.

2. Grant of Parking Easement. City grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Parking Easement") on, over and through the portion of the City Property measuring approximately 830 feet by 18 feet, as further described on [Exhibit F](#) and depicted on [Exhibit D](#) (the "Parking Easement Area" and collectively with the Sign Easement Areas, the "Easement Areas"). The Parking Easement shall be appurtenant to, and shall run with the City Property and Grantee Property. The Parking Easement shall be located within the Parking Easement Area described on [Exhibit F](#) and depicted on [Exhibit D](#). The Parking Easement shall be used (a) to use, operate, maintain, repair, replace, and improve the parking area constituting the Parking Encroachment for the benefit of Grantee and (b) for access, ingress and egress to, from and between the Right-of-Way and the Grantee Property on and over the Parking Easement Area for the benefit of Grantee and its employees, agents, or contractors. The Parking Easement shall include all such rights as is reasonably necessary for the exercise of the easement rights under this Agreement.

3. Reservation of Rights. City reserves for itself the right to use the Easement Areas and any improvements thereon at any and all times for purposes that do not materially interfere with Grantee's use and enjoyment of the Easement Areas. City reserves the right to grant easements, license and other privileges to any person or entity over, under, upon and with respect to any portion or all of the Easement Areas for the purpose of access, utility or drainage improvements, or other uses and/or improvements, so long as such uses and/or improvements will not materially interfere with Grantee's use and enjoyment of the Easement Areas. City reserves the right to make improvements and alterations to the Easement Areas and the improvements located thereon, provided that such improvements and/or alterations do not unreasonably interfere with Grantee's use of the Easement Areas for the purposes described in this Agreement.

4. Compliance with Laws: Maintenance. Grantee covenants and agrees at all times to maintain the Easement Areas. In the event that Grantee or any of its employees, agents or contractors damage the Easement Areas, or any portions of the City Property, such damage shall be promptly repaired by the Grantee at its sole expense. Grantee shall operate and maintain the Easement Areas, including any improvements located thereon, in good order and repair and in compliance with applicable laws. Except as expressly set forth above, Grantee shall not have any obligation or right hereunder to construct any improvements upon the Easement Areas.

5. Insurance. Grantee shall maintain comprehensive general and automobile liability insurance, with commercially reasonable limits of coverage, insuring against any claim arising out of, or associated with, the use of the Easement Areas by Grantee. Grantee shall cause City to be named as an additional insured under its comprehensive general liability policy. Such insurance policies shall contain a waiver of subrogation rights by the insurer against City.

6. Term. The terms of this Agreement shall commence on the date of this Agreement and shall continue for so long as the Encroachments continue to exist on the City Property. In the event that any of the Encroachments cease to exist on the Property and/or the Easements granted under this Agreement no longer become necessary, this Agreement shall terminate and expire only as to such Easements, including all other rights of Grantee relating to such Easements, in writing signed by the Parties, but the Agreement shall continue in full force and effect as to the remaining Easements. In the event that all of the Encroachments cease to exist on the Property and/or all of the Easements no longer become necessary hereunder, this Agreement and the Easements and all other rights of Grantee under this Agreement shall

automatically terminate and expire without any writing or other action by the Parties hereto, provided, however, that upon request by City, Grantee shall execute and deliver to City an agreement confirming such termination. Grantee shall be responsible for repairing any and all damage to the City Property that occurs in connection with Grantee's removal of the Pylon Signs.

7. Indemnities. Each Party (in this subsection, the "Indemnifying Party") shall indemnify, defend and save and hold harmless the other Party (in this subsection, an "Indemnified Party"), and each of the Indemnified Party's officers, directors, agents, tenants, invitees, and employees from and against, any and all demands, claims, causes of action, fines, penalties, damages and each of their successors and assigns, from and against any and all liabilities, damages, losses, claims, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from, any third-party claims asserted against the Indemnified Party incurred or suffered by the Indemnified Party as a result of (a) any use of the Easement Areas by the Indemnifying Party or its employees, agents or contractors, or (b) any breach or default by the Indemnifying Party of its obligations under this Agreement.

8. Benefits and Burdens Running With the Land. This Agreement shall run with and bind the title of the City Property and Grantee Property and shall be binding upon and inure to the benefit of the Parties and each of their heirs, successors and assigns as the owners of such properties from time to time. This Agreement shall be recorded in the real property records of San Bernardino County, and all provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to, Section 1468 of the Civil Code of the State of California.

9. Notices. Any notice either Party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such Party at the time the notice is delivered to the following addresses:

To Grantee:  
5060 Montclair Plaza Lane Owner, LLC  
c/o CIM Group  
4700 Wilshire Boulevard  
Los Angeles, CA 90010

To City:  
City of Montclair  
Public Works Department  
5111 Benito Street  
Montclair, California 91763  
Attn: Noel Castillo, P.E.  
Public Works Director/City Engineer

10. Recitals. All Recitals set forth in this Agreement are true and are hereby incorporated into this Agreement. The Recitals have the same force and effect as all other provisions contained herein.

11. Exhibits. The Exhibits attached hereto are hereby incorporated into this Agreement.

12. Binding Agreement. Each Party represents and warrants that this Agreement has been duly and validly authorized, executed and delivered and constitutes the valid and binding obligation of such Party, and is enforceable in accordance with its terms.

13. Severability. If (a) any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party of any material benefit of this Agreement, then the remainder of the Agreement, which can be given effect without the invalid provision, shall continue in full force and effect and shall in no way be impaired or invalidated.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except to the extent set forth in a subsequent written modification signed by all relevant Parties.

15. Counterparts. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

City:

CITY OF MONTCLAIR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Javier John Dutrey  
Title: Mayor

By: \_\_\_\_\_  
Name: Diane E. Robbins  
Title: City Attorney

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Andrea M. Phillips  
Title: City Clerk

GRANTEE:

5060 MONTCLAIR PLAZA LANE OWNER, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT A  
DESCRIPTION OF CITY PROPERTY

**EXHIBIT "A"**

LEGAL DESCRIPTION

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 27, CLAREMONT ORANGE TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 OF MAPS, PAGE 87, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE NORTH ONE-HALF OF THAT PORTION OF SAN JOSE STREET, AS VACATED BY RESOLUTION RECORDED APRIL 28, 1966, IN BOOK 6616 PAGE 801 OF OFFICIAL RECORDS, LYING ADJACENT TO SAID LOT, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT ON THE CENTERLINE OF MONTE VISTA AVENUE NORTH 486.84 FEET FROM THE CENTERLINE INTERSECTION OF MONTE VISTA AVENUE AND PALO VERDE STREET (FORMERLY MARGARITA AVENUE); THENCE NORTH 86° 27' 22" EAST, 252.39 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 390 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 104.26 FEET THROUGH A CENTRAL ANGLE OF 15° 19' 00" TO A TANGENT LINE; THENCE NORTH 71° 08' 22" EAST, 1.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 4868 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 314.17 FEET THROUGH A CENTRAL ANGLE OF 03° 41' 52" TO A POINT OF REVERSE CURVE; THENCE EASTERLY ALONG A CURVE WITH A RADIUS OF 2020 FEET THROUGH A CENTRAL ANGLE OF 01° 24' 22"; AN ARC DISTANCE OF 49.57 FEET TO A TANGENT LINE; THENCE NORTH 68° 50' 52" EAST, 188.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1980 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 243.76 FEET THROUGH A CENTRAL ANGLE OF 07° 03' 14" TO A TANGENT LINE; THENCE NORTH 61° 47' 38" EAST, 576.39 FEET; THENCE NORTH 58° 25' 07" EAST, 356.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1980 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 243.76 FEET THROUGH A CENTRAL ANGLE OF 07° 03' 14" TO A TANGENT LINE; THENCE NORTH 61° 47' 38" EAST, 576.39 FEET; THENCE NORTH 58° 25' 07" EAST, 356.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2980 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 439.81 FEET THROUGH A CENTRAL ANGLE OF 08° 27' 22" TO A TANGENT LINE; THENCE NORTH 49° 57' 45" EAST, 482.35 FEET TO A POINT ON THE CENTERLINE OF CENTRAL AVENUE, SAID LAST MENTIONED POINT BEING SOUTH 00° 14' 00" EAST, 817.87 FEET MEASURED ALONG SAID CENTERLINE FROM THE CENTERLINE OF MORENO STREET (FORMERLY MORENO AVENUE) SHOWN ON SAID MAP OF CLAREMONT ORANGE TRACT.

**EXCEPTING THEREFROM** ALL THOSE PORTIONS LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT ON THE CENTERLINE OF MONTE VISTA AVENUE NORTH 396.01 FEET FROM THE CENTERLINE INTERSECTION OF PALO VERDE STREET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 4888 FEET, A RADIAL PASSING THROUGH SAID POINT BEARS NORTH 14° 26' 11" WEST; THENCE NORTHEASTERLY 692.90 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 07' 19"; THENCE SOUTH 0° 06' 47" EAST, 21.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4908 FEET, A BEGINNING RADIAL PASSING THROUGH SAID POINT BEARS NORTH 22° 27' 29" WEST; THENCE NORTHEASTERLY 492.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 44' 53"; THENCE NORTH 61° 47' 28" EAST, 193.53 FEET; THENCE NORTH 0° 13' 35" WEST, 95.31 FEET; THENCE NORTH 89° 46' 25" EAST, 10.00 FEET; THENCE SOUTH 0° 13' 35" EAST, 90.00 FEET; THENCE NORTH 61° 47' 38" EAST, 33.97 FEET TO A POINT ON THE CENTERLINE OF FREMONT AVENUE WHICH IS SOUTH 0° 13' 35" EAST, 420.20 FEET FROM THE CENTERLINE OF SAN JOSE STREET; THENCE NORTH 61° 47' 38" EAST, 33.97 FEET; THENCE NORTH 0° 13' 35" WEST, 58.00 FEET; THENCE NORTH 89° 46' 25" EAST, 10.00 FEET; THENCE SOUTH 0° 13' 35" EAST, 52.69 FEET; THENCE NORTH 61° 47' 38" EAST, 292.83 FEET; THENCE NORTH 58° 25' 07" EAST, 357.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 3000

SHEET 1 OF 2

EXHIBIT "A"  
LEGAL DESCRIPTION  
CITY OF MONTCLAIR, CALIFORNIA

**ORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

180 S. Hill Springs Road, Ste. 218  
Redlands, CA 91753  
(714) 885-8888

# EXHIBIT "A"

## LEGAL DESCRIPTION

FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 67.06 FEET THROUGH A CENTRAL ANGLE OF 01° 16' 51" TO A POINT ON THE EAST LINE OF LOT 52; THENCE NORTH 0° 14' 02" WEST, 35.69 FEET ALONG SAID EAST LINE AND ITS NORTHERLY PROLONGATION TO A POINT ON THE CENTERLINE OF SAN JOSE STREET AS SHOWN ON SAID MAP OF CLAREMONT ORANGE TRACT; THENCE SOUTH 89° 50' 56" EAST, 53.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 3000 FEET, A RADIAL TO SAID POINT BEARS SOUTH 34° 05' 35" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 311.25 FEET THROUGH A CENTRAL ANGLE OF 05° 56' 40" TO A TANGENT LINE; THENCE NORTH 49° 57' 45" EAST, 465.69 FEET TO A POINT ON THE CENTERLINE OF CENTRAL AVENUE, SAID POINT BEING SOUTH 0° 14' 00" EAST, 843.91 FEET FROM THE CENTERLINE INTERSECTION OF CENTRAL AVENUE AND MORENO STREET (FORMERLY MORENO AVENUE) AS SHOWN ON SAID MAP OF CLAREMONT ORANGE TRACT.

**ALSO EXCEPT THEREFROM** THAT PORTION THEREOF LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 27, 1950 IN BOOK 2677 PAGE 545 OF OFFICIAL RECORDS.

**ALSO EXCEPT THEREFROM** ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES AS MORE PARTICULARLY SET FORTH AND PROVIDED IN THOSE CERTAIN DOCUMENTS RECORDED APRIL 6, 1962 IN BOOK 5677 PAGE 81, JULY 3, 1964 IN BOOK 6183 PAGE 543, NOVEMBER 4, 1964 IN BOOK 6265 PAGE 952 AND APRIL 1, 1966 IN BOOK 6599 PAGES 863 AND 881, ALL OF OFFICIAL RECORDS.

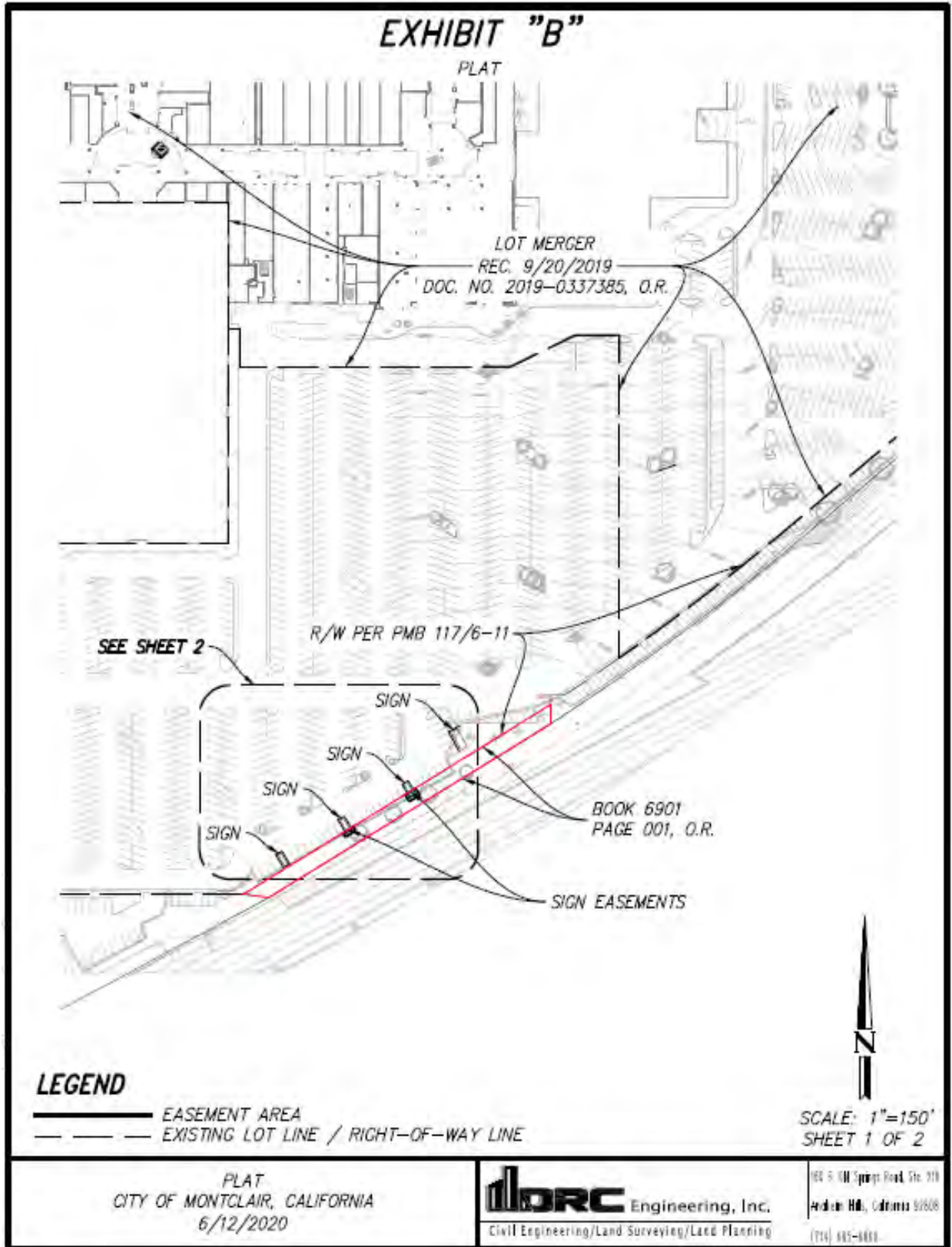
SHEET 2 OF 2

EXHIBIT "A"  
LEGAL DESCRIPTION  
CITY OF MONTCLAIR, CALIFORNIA

 **DORC Engineering, Inc.**  
Civil Engineering/Land Surveying/Land Planning

100 S. 9th Springs Road, Ste. 211  
Andover, MA, California 92808  
(714) 885-8888

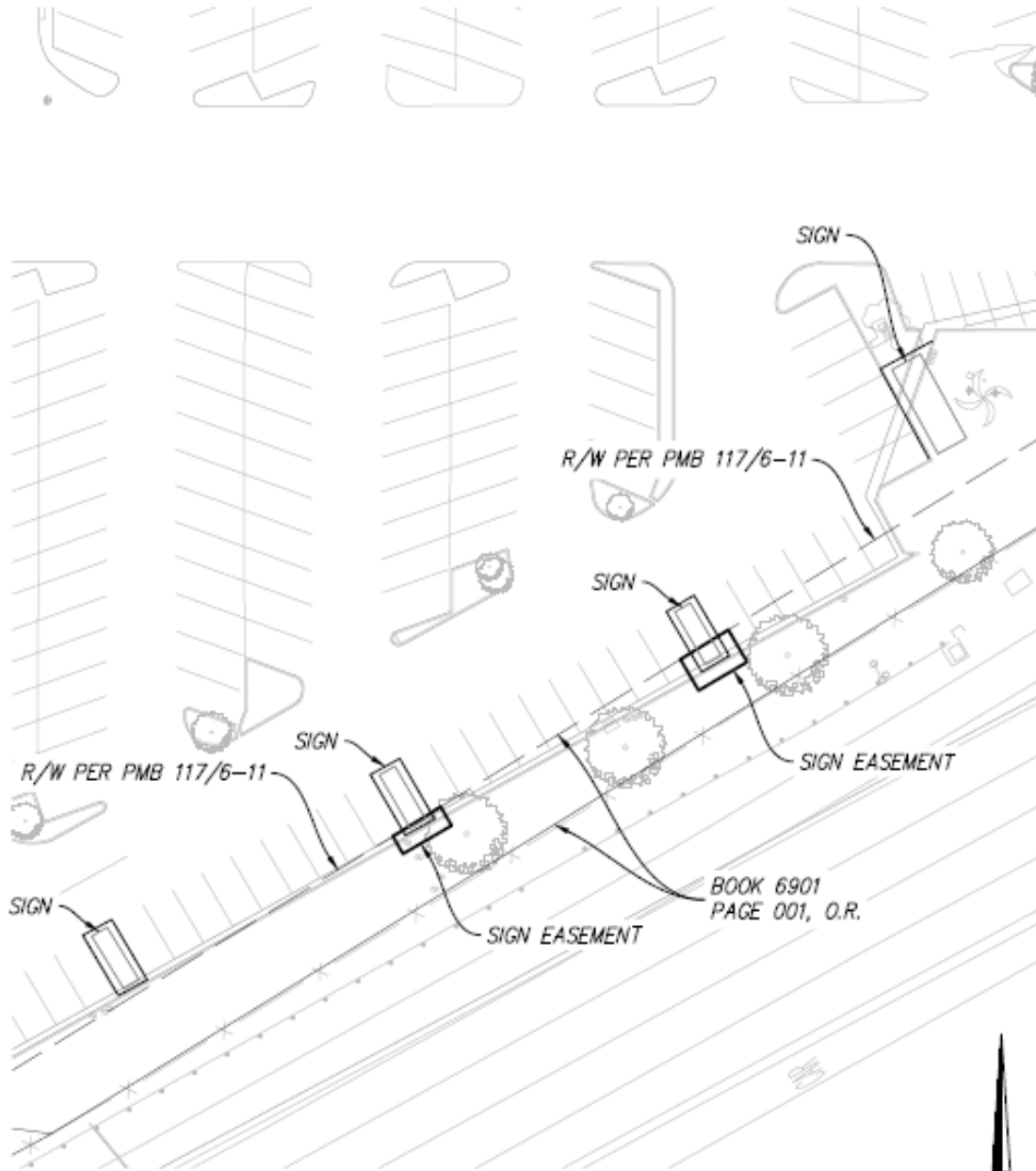
EXHIBIT B  
 DEPICTION OF RIGHT-OF-WAY, SIGN ENCROACHMENTS, AND SIGN EASEMENT AREAS





# EXHIBIT "B"

PLAT



## LEGEND

- EASEMENT AREA
- EXISTING LOT LINE / RIGHT-OF-WAY LINE



PLAT  
CITY OF MONTCLAIR, CALIFORNIA  
6/12/2020

**dORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. 101 Springs Road, Ste. 210  
Arcadia, CA, California 92808  
(714) 885-8888

EXHIBIT C  
DESCRIPTION OF GRANTEE PROPERTY

**EXHIBIT "C"**

LEGAL DESCRIPTION

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL A:**

PARCEL 1 AS SHOWN ON AND DESCRIBED IN THAT CERTAIN CERTIFICATE OF PARCEL MERGER NO. 2019-3, RECORDED SEPTEMBER 20, 2019 AS INSTRUMENT NO. 2019-0337385, OF OFFICIAL RECORDS, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL B:**

THAT PORTION OF LOT 30 AND THE EAST HALF OF LOT 23, CLAREMONT ORANGE TRACT, IN THE CITY OF MONTCLAIR, AS PER MAP RECORDED IN BOOK 17, PAGE(S) 87, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTER LINE INTERSECTION OF MONTE VISTA AVENUE AND SAN JOSE STREET, AS SHOWN ON SAID MAP; THENCE NORTH 00 DEG. 01' 20" EAST, 568.22 FEET ALONG SAID CENTER LINE OF MONTE VISTA AVENUE TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 00 DEG. 01' 20" EAST, 101.78 FEET ALONG SAID LAST MENTIONED CENTER LINE TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 23; THENCE SOUTH 89 DEG. 48' 10" EAST, 325.83 FEET ALONG SAID PROLONGATION AND ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT 23; THENCE NORTH 00 DEG. 05' 32" WEST, 669.62 FEET ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION TO THE CENTER LINE OF MORENO STREET, AS SHOWN ON SAID MAP; THENCE SOUTH 89 DEG. 44' 05" EAST, 270.00 FEET TO A POINT ON THE CENTER LINE OF MORENO STREET WHICH IS SOUTH 89 DEG. 44' 05" EAST, 594.49 FEET FROM THE CENTER LINE INTERSECTION OF MORENO STREET AND MONTE VISTA AVENUE; THENCE SOUTH, 532.25 FEET; THENCE WEST 230.00 FEET; THENCE SOUTH, 236.78 FEET; THENCE WEST, 364.78 FEET TO THE **TRUE POINT OF BEGINNING**.

**PARCEL I:**

PARCELS 5 AND 7 OF PARCEL MAP 9881, IN THE CITY OF MONTCLAIR, AS PER MAP RECORDED IN BOOK 117, PAGE(S) 6 TO 11, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXCEPT** THAT PORTION OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA IN THE DEED RECORDED OCTOBER 25, 1967 IN BOOK 6912, PAGE 286 OFFICIAL RECORDS.

**PARCEL J:**

PARCEL 2 OF PARCEL MAP 9881, IN THE CITY OF MONTCLAIR, AS PER MAP RECORDED IN BOOK 117, PAGES 6 TO 11, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

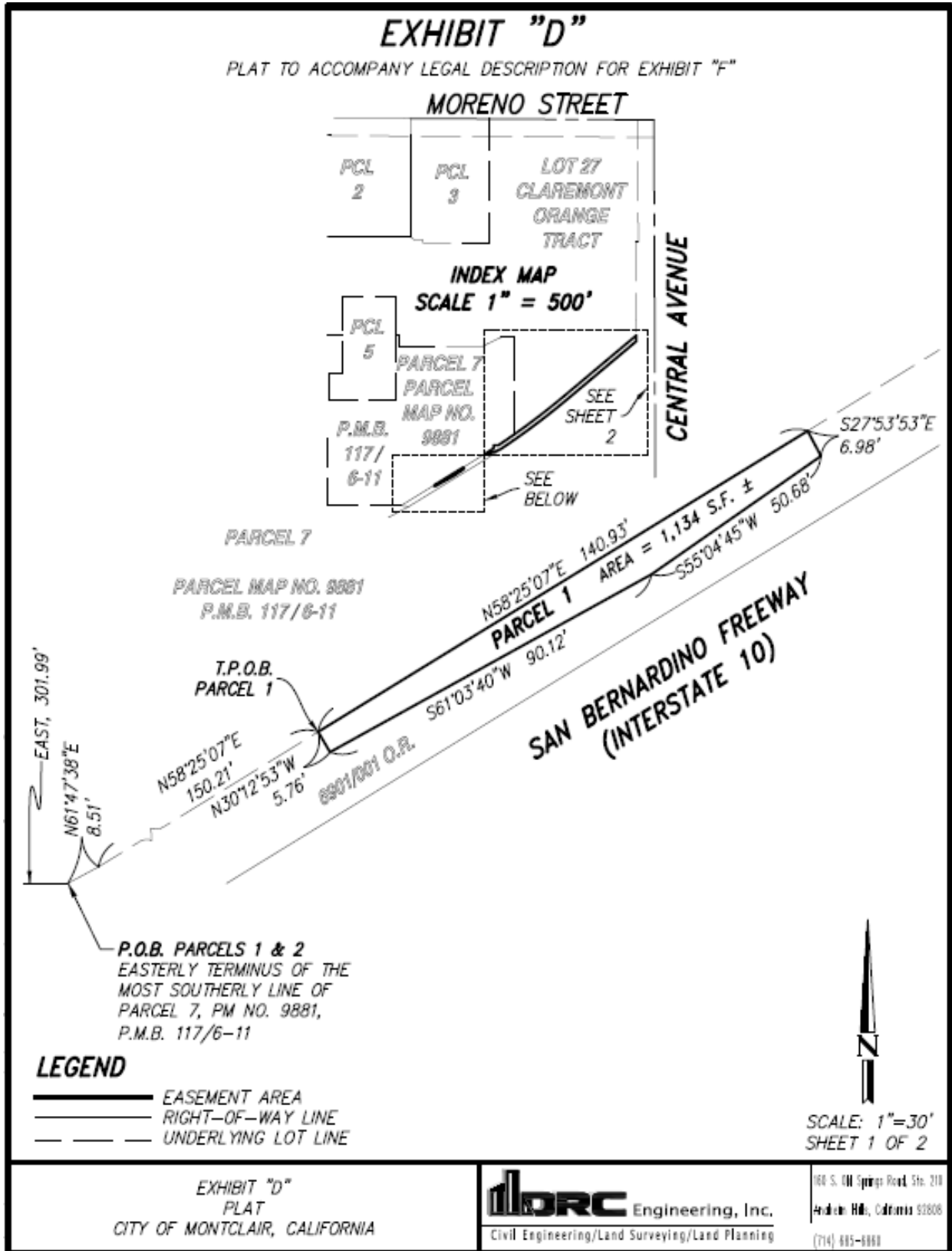
SHEET 1 OF 1

EXHIBIT "C"  
LEGAL DESCRIPTION  
CITY OF MONTCLAIR, CALIFORNIA

 **DORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

168 S. 6th Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 885-8888

EXHIBIT D  
 DEPICTION OF PARKING ENCROACHMENT AND PARKING EASEMENT AREA



# EXHIBIT "D"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "F"

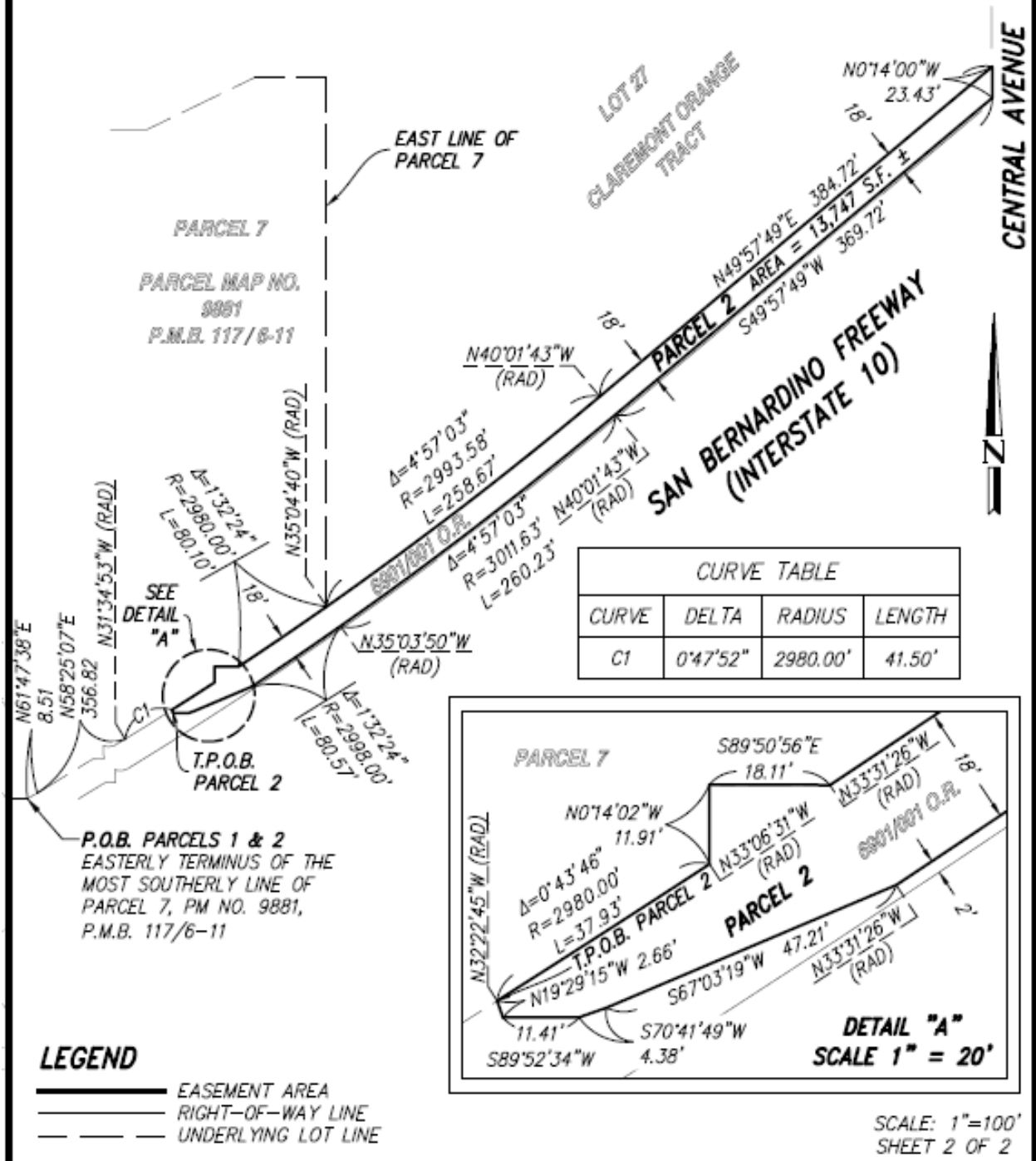


EXHIBIT "D"  
 PLAT  
 CITY OF MONTCLAIR, CALIFORNIA

**JORC** Engineering, Inc.  
 Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 218  
 Anaheim Hills, California 92808  
 (714) 885-0888

EXHIBIT E  
DESCRIPTION OF SIGN EASEMENT AREAS

**EXHIBIT "E"**  
LEGAL DESCRIPTION

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING STRIPS OF LAND 15.00 FEET WIDE, LYING WITHIN THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY OF MONTCLAIR RECORDED OCTOBER 4, 1967 IN BOOK 6901, PAGE 1 OF OFFICIAL RECORDS OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**STRIP 1**

**BEGINNING** AT THE EASTERLY TERMINUS OF THE MOST SOUTHERLY LINE OF PARCEL 7 OF PARCEL MAP NO. 9881, AS PER MAP FILED IN BOOK 117, PAGES 6 THROUGH 11, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 7 THE FOLLOWING TWO (2) COURSES:

NORTH 61°47'38" EAST, 8.51 FEET;

NORTH 58°25'07" EAST, 142.71 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 58°25'07" EAST, 90.08 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 30°25'32" EAST, 9.77 FEET.

THE SIDELINES OF SAID STRIP TO BE PROLONGED OR SHORTENED TO ORIGINATE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 7.

**STRIP 2**

**BEGINNING** AT SAID **POINT "A"**, THENCE SOUTH 30°12'53" EAST, 5.58 FEET.

THE SIDELINES OF SAID STRIP TO BE PROLONGED OR SHORTENED TO ORIGINATE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 7.

ALL AS SHOWN ON EXHIBIT "G" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

  
\_\_\_\_\_  
JAKE W. LAPPERT  
PLS 9303

12/21/2020  
DATE



SHEET 1 OF 1

EXHIBIT "E"  
LEGAL DESCRIPTION  
CITY OF MONTCLAIR, CALIFORNIA

 **DORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

100 E. 10th Street, Suite 210  
Anaheim, California 92806  
(714) 445-8888

EXHIBIT F  
DESCRIPTION OF PARKING EASEMENT AREA

**EXHIBIT "F"**

LEGAL DESCRIPTION

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING PORTIONS OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY OF MONTCLAIR RECORDED OCTOBER 4, 1967 IN BOOK 6901, PAGE 1 OF OFFICIAL RECORDS OF SAID COUNTY, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

**BEGINNING** AT THE EASTERLY TERMINUS OF THE MOST SOUTHERLY LINE OF PARCEL 7 OF PARCEL MAP NO. 9881, AS PER MAP FILED IN BOOK 117, PAGES 6 THROUGH 11, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SHOWN ON SAID MAP AS HAVING A BEARING AND DISTANCE OF "EAST, 301.99 FEET"; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 7 THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 61°47'38" EAST, 8.51 FEET; THENCE
- 2) NORTH 58°25'07" EAST, 150.21 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, NORTH 58°25'07" EAST, 140.93 FEET; THENCE LEAVING SAID LINE SOUTH 27°53'53" EAST, 6.98 FEET; THENCE SOUTH 55°04'45" WEST, 50.68 FEET; THENCE SOUTH 61°03'40" WEST, 90.12 FEET; THENCE NORTH 30°12'53" WEST, 5.76 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,134 SQUARE FEET, MORE OR LESS.

**PARCEL 2**

**BEGINNING** AT THE EASTERLY TERMINUS OF THE MOST SOUTHERLY LINE OF PARCEL 7 OF PARCEL MAP NO. 9881, AS PER MAP FILED IN BOOK 117, PAGES 6 THROUGH 11, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SHOWN ON SAID MAP AS HAVING A BEARING AND DISTANCE OF "EAST, 301.99 FEET"; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING SEVEN (7) COURSES:

- 1) NORTH 61°47'38" EAST, 8.51 FEET; THENCE
- 2) NORTH 58°25'07" EAST, 356.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2980.00 FEET;
- 3) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°47'52" AN ARC LENGTH OF 41.50 FEET TO THE **TRUE POINT OF BEGINNING**;
- 4) THENCE CONTINUING NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°43'46" AN ARC LENGTH OF 37.93 FEET; THENCE
- 5) NORTH 00°14'02" WEST, 11.91 FEET; THENCE
- 6) SOUTH 89°50'56" EAST, 18.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2980.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 33°31'26" WEST;
- 7) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°32'24" AN ARC LENGTH OF 80.10 FEET TO THE MOST SOUTHERLY POINT IN THE EAST LINE OF SAID PARCEL 7, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2993.58 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 35°04'40" WEST;

SHEET 1 OF 2

EXHIBIT "F"  
LEGAL DESCRIPTION  
CITY OF MONTCLAIR, CALIFORNIA

 **ORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Hill Springs Road, Ste. 210  
Arcadia, CA, California 91808  
(714) 885-8888

# EXHIBIT "F"

## LEGAL DESCRIPTION

### PARCEL 2 (CONTINUED)

THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED RECORDED IN BOOK 6901, PAGE 7, OF OFFICIAL RECORDS; AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°57'03" AN ARC LENGTH OF 258.67 FEET; THENCE NORTH 49°57'49" EAST, 384.72 FEET TO A LINE PARALLEL WITH AND DISTANT 75.00 FEET WESTERLY FROM THE CENTERLINE OF CENTRAL AVENUE AS SHOWN ON RECORD OF SURVEY NO. 2018-0185 AS PER MAP FILED IN BOOK 166, PAGES 24 THROUGH 38, INCLUSIVE OF RECORDS OF SURVEY; THENCE ALONG SAID PARALLEL LINE SOUTH 00°14'00" EAST, 23.43 FEET TO A LINE PARALLEL WITH AND DISTANT 18.00 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID GRANT DEED; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING THREE (3) COURSES:

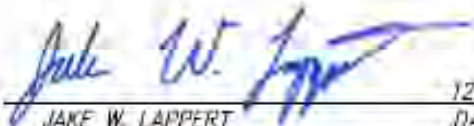
- 1) SOUTH 49°57'49" WEST, 369.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3011.63 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 40°01'43" WEST;
- 2) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°57'03" AN ARC LENGTH OF 260.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2998.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 35°03'50" WEST;
- 3) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°32'24" AN ARC LENGTH OF 80.57 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 67°03'19" WEST, 47.21 FEET; THENCE SOUTH 70°41'49" WEST, 4.38 FEET; THENCE SOUTH 89°52'34" WEST, 11.41 FEET; THENCE NORTH 19°29'15" WEST, 2.66 FEET TO THE **TRUE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 13,747 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

  
\_\_\_\_\_  
JAKE W. LAPPERT  
P.L.S. 9303

12/24/2020

DATE



SHEET 2 OF 2

EXHIBIT "F"  
LEGAL DESCRIPTION  
CITY OF MONTCLAIR, CALIFORNIA

**JORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

199 S. 10th Street, Suite 110  
Anaheim, CA 92805  
(714) 933-1000

# EXHIBIT "G"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "E"

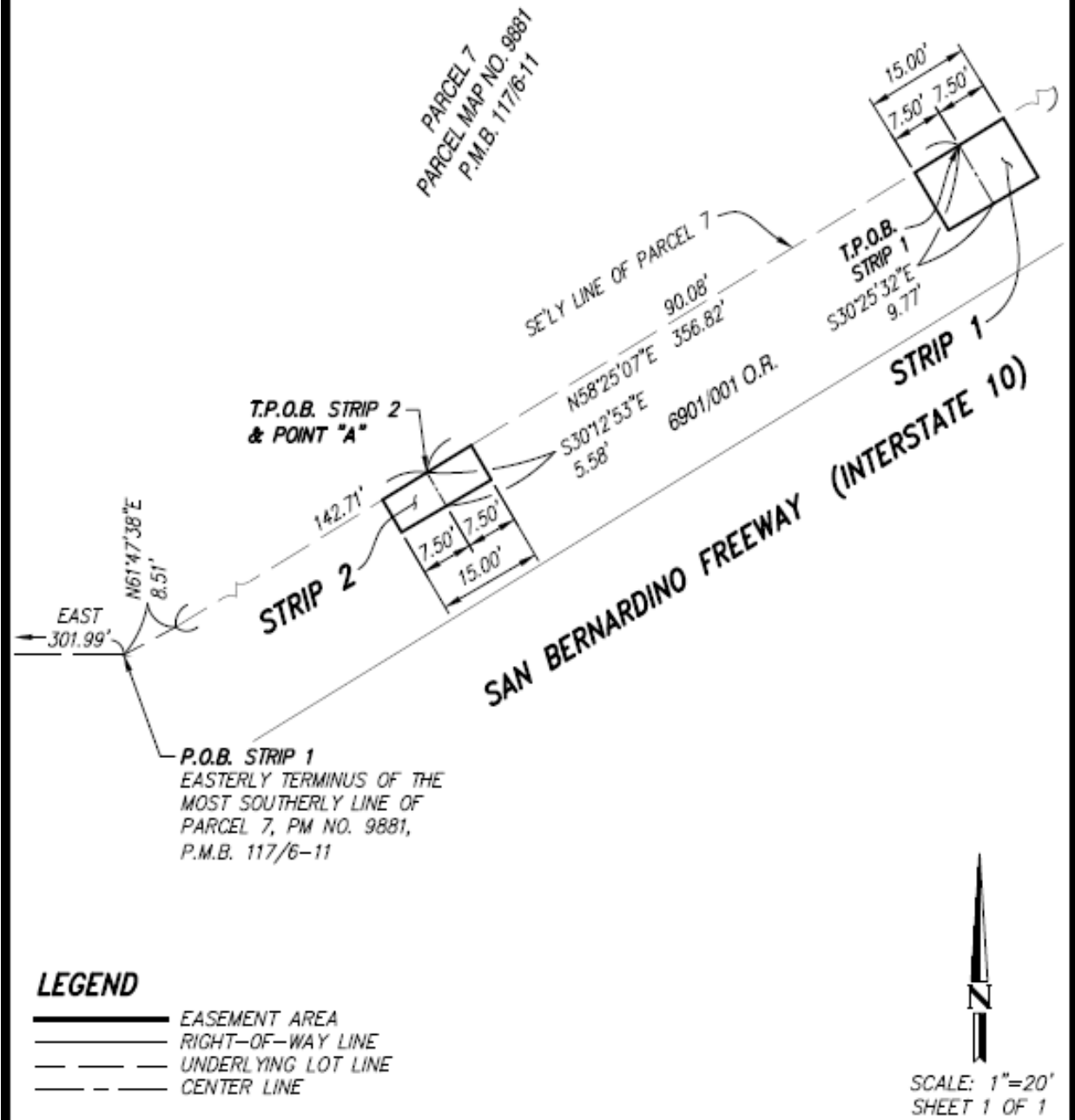


EXHIBIT "G"  
PLAT  
CITY OF MONTCLAIR, CALIFORNIA

**DORC Engineering, Inc.**  
Civil Engineering/Land Surveying/Land Planning

100 S. 4th Street, Ste. 210  
Anaheim Hills, California 92808  
(714) 885-8888





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 1, 2021	<b>FILE I.D.:</b>	CYC250
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	CITY MGR.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	A. PHILLIPS
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 21-3300 AFFIRMING SUPPORT FOR THE DEMOCRATIC PROCESS AND THE UNITED STATES CONSTITUTION		

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**REASON FOR CONSIDERATION:** The City of Big Bear Lake’s City Council recently adopted a resolution expressing its support for the democratic process in our country, its commitment to the ideals and values enumerated in the United States Constitution, and has requested that other cities throughout San Bernardino County adopt similar resolutions. In doing so, local governing bodies would publicly express that their cities located throughout San Bernardino County support unity amongst its citizens and the continuation of the safe democratic process in the United States of America.

The City Council is requested to consider adoption of Resolution No. 21-3300 affirming support for the democratic process and the United States Constitution.

A copy of proposed Resolution No. 21-3300 is attached for the City Council’s review and consideration.

**BACKGROUND:** On January 6, 2021, a violent insurrection took place at the U.S. Capitol that resulted in five deaths. The event is being largely regarded as a culmination of the events of the past year causing division in the country including the emergence of a global pandemic, civil unrest, and the prevalence and spread of misinformation surrounding the election. At his inauguration, President Biden issued a call for the nation to unite to “end this uncivil war.”

**FISCAL IMPACT:** The City Council’s adoption of Resolution No. 21-3300 would have no fiscal impact.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 21-3300 affirming support for the democratic process and the United States Constitution.

RESOLUTION NO. 21-3300

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AFFIRMING SUPPORT FOR THE DEMOCRATIC PROCESS AND THE UNITED STATES CONSTITUTION

WHEREAS, the United States of America is the beacon of democracy in the world; and

WHEREAS, the United States Constitution establishes the electoral process, three separate and distinct branches of government, establishes checks and balances on government power, and establishes specific protections of liberty and justice for all; and

WHEREAS, it is the fundamental right of the American people to participate in free and fair elections, and for the majority to choose its leaders at all levels of government; and

WHEREAS, the United States of America is defined by the peaceful transition of power that has occurred after every election since our founding; and

WHEREAS, the unfortunate events of January 6, 2021 at the United States Capitol are contrary to the principles upon which the United States of America was founded, and do not represent the values of the American people; and

WHEREAS, the United States of America has become the greatest nation in the world because of its commitment to the democratic process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair that:

- 1. The City of Montclair supports the democratic processes in place in the United States of America for more than 224 years.
2. The City of Montclair is committed to the ideals and values enumerated in the United States Constitution, and the peaceful transition of power.
3. The City of Montclair rejects the use of intimidation and violence to resolve our political differences, and expresses its profound disappointment and sadness in the events of January 6, 2021.
4. The City of Montclair is committed to the values that make the United States of America the greatest nation in the world, including freedom of speech, freedom of religion, the right of peaceful protest, and other individual liberties.
5. The City of Montclair urges all individuals to reflect on the principles and values on which the United States of America was founded, and to embrace thoughtful and honest debate, open and transparent government, and free and fair elections to resolve our political differences.
6. The City of Montclair calls for unity in our City, our State, and our Country, and a renewed commitment by all to respect one another, to listen and truly seek to understand others' points of view, and to recognize and value our differences as we work together to identify and implement solutions to our collective challenges.

APPROVED AND ADOPTED this XX day of XX, 2021.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 21-3300 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2021, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Andrea M. Phillips
City Clerk