

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure I.1-10: All on-site driveways shall provide a minimum unobstructed (clear-to-sky) width of 28 feet. Driveway width shall be increased under the following conditions:	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			
<ul style="list-style-type: none"> – If parallel parking is allowed on one side of the access roadway/driveway, the roadway width shall be 34 feet; and – If parallel parking is allowed on both sides of the access roadway/driveway, the roadway width shall be 36 feet in a residential area or 42 feet in a commercial area. 							
Mitigation Measure I.1-11: The entrance to any street or driveway with parking restrictions shall be posted with LACoFD-approved signs stating “NO PARKING – FIRE LANE” in 3-inch-high letters, at intermittent distances of 150 feet. Any access-way that is less than 34 feet in width shall be labeled “Fire Lane” on the final tract map and final building plans.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	LACoFD	LACoFD			
Mitigation Measure I.1-12: The following standards apply to the Project's residential component only:	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical (Residential only).	LACoFD	LACoFD			
<ul style="list-style-type: none"> – A cul-de-sac shall be a minimum of 34 feet in width and shall not be more than 700 feet in length; – The length of the cul-de-sac may be increased to 1,000 feet if a minimum 36-foot-wide roadway is provided; and – An LACoFD-approved turning radius shall be provided at the terminus of all residential cul-de-sacs. 							

II. Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure I.1-14: All access devices and gates shall meet the following requirements:	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			
<ul style="list-style-type: none"> – Any single-gated opening used for ingress and egress shall be a minimum of 26 feet clear-to-sky; – Any divided gate opening (when each gate is used for a single direction of travel, i.e., ingress or egress) shall be a minimum width of 20 feet clear to sky; – Gates and/or control devices shall be positioned a minimum of 50 feet from a public right-of-way and shall be provided with a turnaround having a minimum of 32 feet of turning radius. If an intercom system is used, the 50 feet shall be measured from the right-of-way to the intercom control device; – All limited access devices shall be of a type approved by LACoFD, and – Gate plans shall be submitted to LACoFD prior to installation. These plans shall show all locations, widths, and details of the proposed gates. 							
Mitigation Measure I.1-15: All proposals for traffic calming measures (speed humps/bumps/cushions, traffic circles, roundabouts, etc.) shall be submitted to LACoFD for review prior to implementation.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
Mitigation Measure I.1-16: Provide three sets of alternate route (detour) plans with a tentative schedule of planned closures prior to the beginning of construction. Complete architectural/structural plans are not necessary.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure I.1-17: Any temporary bridges shall be designed, constructed, and maintained to support a live load of at least 70,000 pounds. A minimum vertical clearance of 13'6" shall be required throughout construction.	Prior to issuance of a building permit/Pre-Construction; Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
Mitigation Measure I.1-18: Disruptions to water services shall be coordinated with LACoFD, and alternate water sources shall be provided for fire protection during such disruptions.	Construction; Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
POLICE							
Mitigation Measure I.2-1: The Applicant shall provide private security services within Planning Areas 2 and 3 that are occupied by commercial development. On-site security services shall maintain an ongoing dialogue with the Sheriff's Department so as to maximize the value of the security service provided.	Post-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			
Mitigation Measure I.2-2: The Applicant shall incorporate into the Project design a space for a Sheriff's substation for use by the Los Angeles County Sheriff's Department.	Pre-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division; City of Carson Department of Community Development, Planning Division	City of Carson Public Safety Services Division; City of Carson Department of Community Development, Planning Division			
Mitigation Measure I.2-3: The Applicant shall install video cameras throughout the commercial development within Planning Areas 2 and 3 with a digitally recorded feed to the substation that is also accessible via the internet at the Carson Sheriff's Station.	Post-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			

II. Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance	
					Initials	Date
Mitigation Measure I.2-4: The Applicant shall develop jointly with the Sheriff's Department a community policing plan, subject to final review and approval by the Sheriff's Department.	Post-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division		
Mitigation Measure I.2-5: The Applicant shall confer with the Sheriff's Department and, if private security is not sufficient, shall fund Deputy Sheriffs on an overtime basis to augment security during peak periods, as jointly determined by the Applicant or its successor, and the Sheriff's Department.	Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure I.2-6: The management of the entertainment venues located within the Project site shall notify the Sheriff's Station in advance of planned activities (i.e., movie schedules).	Post-Construction	Management of Entertainment Venues	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division		
Mitigation Measure I.2-7: The Sheriff's Department Crime Prevention Unit shall be contacted for advice on crime prevention programs that could be incorporated into the proposed modified Project, including Neighborhood Watch.	Post-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division		
Mitigation Measure I.2-8: Applicant(s) for Planning Areas 1, 2, and 3 shall pay a fair-share contribution for Sheriff department services, facilities, and equipment that is required to offset the impacts of the proposed modified Project, as determined by the City of Carson after consultation with the Sheriff's Department.	Fair share agreement prior to issuance of a building permit/ Pre-Construction; fair share contribution on ongoing basis per agreement	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance	
					Initials	Date
PARKS AND RECREATION						
Mitigation Measure I.4-1: Residential uses of the Project shall provide park and recreation facilities pursuant to Municipal Code Section 9207.19, equivalent to 3 acres per 1,000 population, that would be met through the provision of park space, on-site improvements, and/or, the payment of in-lieu fees.	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure I.4-2: Residential uses of the Project shall meet the intent of Municipal Code Sections 9128.54 and 9128.15 through the provision of private open space as defined therein and/or the provision of additional amenities that meet the recreational needs of Project residents, e.g., health clubs.	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure I.4-3: Public open space for residential uses of the Project shall be calculated on a per-unit basis: <ul style="list-style-type: none"> – For PA 1: <ul style="list-style-type: none"> ■ Studio and 1-Bedroom Units: a minimum of 150 sq. ft. per unit ■ 2-Bedroom Units: a minimum of 220 sq. ft. per unit ■ 3+-Bedroom Units: a minimum of 250 sq. ft. per unit ■ All with a minimum dimension of 15 feet in any direction – For DD3: <ul style="list-style-type: none"> ■ All Units: a minimum of 300 sq. ft. per unit with a minimum dimension of 15 feet in any direction 	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		

II. Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance	
					Initials	Date
LIBRARIES						
Mitigation Measure I.5-1: Applicants for residential uses shall pay a fair-share contribution for the improvement of library facilities that are required to offset impacts of the Project, subject to approval of the County of Los Angeles Public Library.	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
WATER SUPPLY						
Mitigation Measure J.1-1: The Building Department and the Planning Division shall review building plans to ensure that water-reducing measures are utilized, as required by Title 20 and Title 24 of the California Administrative Code. These measures include, but are not limited to, water conserving dishwashers, low-volume toilet tanks, and flow control devices for faucets.	Prior to the issuance of a building permit/ Pre-Construction	City of Carson Department of Community Development, Planning and Building and Safety Divisions	City of Carson Department of Community Development, Planning and Building and Safety Divisions	City of Carson Department of Community Development, Planning and Building and Safety Divisions	City of Carson Department of Community Development, Planning and Building and Safety Divisions	
Mitigation Measure J.1-2: The Project shall comply with the City's landscape ordinance, "A Water Efficient Landscape Ordinance," as required by the State Water Conservation Landscape Act.	Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division	
Mitigation Measure J.1-3: The Applicant shall provide reclaimed water for the Project's non-potable water needs, if feasible.	Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division	

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance	
					Initials	Date
Mitigation Measure J.1-4: Landscaping of the Property shall utilize xeriscape (low-maintenance, drought-resistant) plantings.	Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure J.1-5: Automatic irrigation systems shall be set to ensure irrigation during early morning or evening hours to minimize water loss due to evaporation. Sprinklers must be reset to water less in cooler months and during rainfall season so that water is not wasted on excessive landscape irrigation.	Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure J.1-6: The Project shall be designed to recycle all water used in cooling systems to the maximum extent possible.	Pre-Construction/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure J.1-7: To the maximum extent feasible, reclaimed water shall be used during the grading and construction phase of the Project for the following activities: (1) dust control, (2) soil compaction, and (3) concrete mixing.	Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure J.1-8: Water lines and hydrants shall be sized and located so as to meet the fire flow requirements established by the Los Angeles County Fire Department.	Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD		

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
WASTEWATER							
Mitigation Measure J.2-1: All required sewer improvements shall be designed and constructed according to the standards of the City of Carson and County of Los Angeles.	Pre-Construction/Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure J.2-2: Fee payment is required prior to the issuance of a permit to connect to district sewer facilities.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure J.2-3: The Building and Safety and Planning Divisions of the Community Development Department shall review building plans to ensure that water-reducing measures are utilized, as required by Title 24 of the California Administrative Code. These measures include, but are not limited to, water-conserving dishwashers, low-volume toilet tanks, and flow-control devices for faucets.	Prior to issuance of a building permit/Pre-Construction	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions			
Mitigation Measure J.2-4: When available, the proposed modified Project shall use reclaimed water for the irrigation system and for other appropriate purposes such as during construction.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance	
					Initials	Date
SOLID WASTE						
Mitigation Measure J.3-1: All structures constructed or uses established within any part of the Project site shall be designed to be permanently equipped with clearly marked, durable, source-sorted recycling bins at all times to facilitate the separation and deposit of recyclable materials.	Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure J.3-2: Primary collection bins shall be designed to facilitate mechanized collection of such recyclable wastes for transport to on- or off-site recycling facilities.	Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure J.3-3: The Applicant shall coordinate with the City of Carson to continuously maintain in good order for the convenience of patrons, employees, and residents clearly marked, durable, and separate recycling bins on the same lot, or parcel to facilitate the deposit of recyclable or commingled waste metal, cardboard, paper, glass, and plastic therein; maintain accessibility to such bins at all times, for collection of such wastes for transport to on- or off-site recycling plants; and require waste haulers to utilize local or regional material recovery facilities as feasible and appropriate.	Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		
Mitigation Measure J.3-4: Any existing on-site roads that are torn up shall be ground on site and recycled into the new road base.	Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s)/ Construction Contractor Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division		

II. Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure J.3-5: Compaction facilities for non-recyclable materials shall be provided in every occupied building greater than 20,000 square feet in size to reduce both the total volume of solid waste produced and the number of trips required for collection, to the extent feasible.	Construction, Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.3-6: All construction debris shall be recycled in a practical, available, accessible manner, to the extent feasible, during the construction phase.	Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

EXHIBIT "I"

CONDITIONS OF APPROVAL

This Exhibit "I" is attached to and forms a part of that certain Development Agreement (also referred to below as the DA) between City of Carson and CAM-CARSON, LLC. Except as otherwise noted, all capitalized terms within the DA and the Exhibits shall retain the meaning set forth in the DA. To the extent any of the terms and provisions of this Exhibit are inconsistent with or otherwise are in conflict with the terms and provisions of the DA, the DA shall control.

The attached Conditions of Approval lists the entities that are "Responsible Parties" with respect to each condition of approval.

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	Sub. No.	Conditions of Approval	Responsibility
SPECIFIC PLAN AMENDMENT			
1		Planning Area 1 and 3 development proposals shall make efforts to provide a complementing architecture to Planning Area 2 architectural design.	PA 1 and PA3 Vertical Developer, Authority
2		Upon conveyance of Planning Area 3, Street B shall remain private.	PA 3 Vertical Developer, Authority
3		All multi-family residential projects shall provide active recreational facilities.	Multi-Family Residential Developer(s)
4		All multi-family residential projects shall provide private storage space for each unit.	Multi-Family Residential Developer(s)
GENERAL CONDITIONS			
5		If building permits for Site Plan and Design Review (DOR) No. 1675-17 are not issued within one year of the effective date or as otherwise specified in the Development Agreement, said DOR shall be declared null and void unless an extension of time is requested prior to expiration and approved by the Planning Commission.	Superceded by DA Section 6.3
6		The approved Resolution, including the Conditions of Approval contained herein, and signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.	Authority, Developer
7		Prior to the issuance of a building permit, the applicant shall submit two complete sets of plans that conform to all the Conditions of Approval and approved plans by the Planning Commission for review and approval by the Planning Division.	Authority, Developer
8		The applicant shall comply with all city, county, state and federal regulations applicable to this project.	Authority, Developer

EXHIBIT "I"
CONDITIONS OF APPROVAL

No.	Sub. No.	Conditions of Approval	Responsibility
9		The applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission in order to comply with all the conditions of approval and applicable Specific Plan provisions. Substantial revisions will require review and approval by the Planning Commission. Any revisions shall be approved by the Planning Division prior to Building and Safety plan check submittal.	Authority, Developer
10		The applicant and property owner shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the Planning Commission Resolution.	Authority, Developer
11		Precedence of Conditions. If any of the Conditions of Approval alter a commitment made by the applicant in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.	
12		City Approvals. All approvals by the City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The applicant shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.	Authority, Developer
13		Deposit Account. A trust deposit account shall be established for all deposits and fees required in all applicable conditions of approval of the project. The trust deposit shall be maintained with no deficits. The trust deposit shall be governed by a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses over a period of 60 days and funds shall be deposited within 10 days of the request therefore, or work may cease on the Project.	Developer

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	Sub. No.	Conditions of Approval	Responsibility
14		Indemnification. The applicant shall indemnify the City pursuant to the Development Agreement. If there is no applicable Development Agreement in effect, the following conditions shall apply: the owner, tenant(s), and their subsequent successors (Parties) agree to defend, indemnify and hold harmless the City of Carson, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, or in any way related to any damage or harm to people or property, real and personal, that may result from Property Owner(s), operations or any claims against the City for or as a result of the granting of the continuance. The City will promptly notify the Parties of any such claim, action, or proceeding against the City and Parties will pay the City's associated legal costs and will advance funds assessed by the City to pay for defense of the matter by the City Attorney. The City will cooperate fully in the defense. Parties shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Parties fails to provide or maintain the deposit, the City may abandon the action and Parties shall pay all costs resulting therefrom and the City shall have no liability to Parties.	Superceded by DA Section 13.4.2
		SITE PLAN AND DESIGN REVIEW	
		<i>Where conditions are assigned to "Authority" or to "Authority, Developer" below, Authority shall be responsible for satisfaction of the conditions with respect to the Authority Work, the 157 Acre Site other than the Cell 2 Surface Lot, and Remedial Systems. Where conditions are assigned to "Developer" or to "Authority, Developer", Developer shall be responsible to satisfy such conditions with respect to vertical development on the Developer Property only.</i>	
		SPECIAL CONDITIONS	
15		The development may be phased as described in The District at South Bay Specific Plan Project Final Supplemental Environmental Impact Report (FSEIR).	Developer
16		Prior to issuance of building permits, the applicant shall provide cross-section plans to the Planning Division for approval for screening the parking areas, including head-in parking stalls facing Street A.	Developer
17		Prior to issuance of building permits, the applicant shall provide cross-section plans to the Planning Division to demonstrate adequate screening of truck loading areas.	Developer

EXHIBIT "I"
CONDITIONS OF APPROVAL

No.	Sub. No.	Conditions of Approval	Responsibility
18		Prior to issuance of building permits, the applicant shall provide plans to the Planning Division for approval of Electric Vehicle charging stations and infrastructure as required by the Specific Plan and mitigation measures. Prior to issuance of occupancy permits, the applicant shall install Electric Vehicle charging stations and infrastructure that is consistent with the approved plans.	Developer
19		Prior to issuance of building permits, the applicant shall provide plans to the Planning Division for approval to screen all utility boxes and fire equipment as permitted by the associated agencies. Prior to issuance of occupancy permits, the applicant shall install the screening consistent with the approved plans.	Authority, Developer
20		Prior to issuance of building permits, the applicant shall ensure the landscaping design for the western edge of property is coordinated with the right-of-way landscaping. The intent of the design shall be to screen buses and the parking areas from public view including the right-of-way.	Authority, Developer
21		The Site Plan and Design Review application shall not be effective until such time the City Council certifies the FSEIR, approves the Specific Plan Amendment and the Development Agreement and are effective.	
22		The project shall demonstrate compliance with the provisions and requirements of the Development Agreement and District at South Bay Specific Plan.	Authority, Developer
ARCHITECTURAL TREATMENT			
23		Architectural design and details shall be in substantial conformance with the approved set of plans. Any alteration shall be first approved by the Planning Division.	Developer
24		Exterior building elevations showing building wall materials, roof types, exterior colors and appropriate vertical dimensions shall be included in the development construction drawings.	Developer
25		Bike parking stalls/racks shall be added to the plans prior to the issuance of building permits pursuant to the Specific Plan and Carson Municipal Code.	Developer
26		Down spouts shall be interior to the structure or architecturally integrated into the structure to the satisfaction of the Planning Division.	Developer

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	Sub. No.	Conditions of Approval	Responsibility
27		Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division. Rooftop equipment and ground-mounted screening shall be verified at occupancy. Additional screening will be required if determined necessary.	Developer
28		Prior to issuance of a Building Permit, an equipment screening view analysis shall be submitted and approved by the Planning Division. The equipment screening view analysis shall demonstrate that all exterior equipment and associated screening is architecturally integrated into the building design.	Developer
LANDSCAPE/IRRIGATION			
29		Three sets of landscape and irrigation drawings applicable to Planning Area 2 must be submitted to the Planning Division. Four sets are required for projects with recycled water. The plans shall be approved by the Planning Division prior to the issuance of building permits.	Authority, Developer
30		Documents shall be prepared by a state registered landscape architect, if landscape exceeds 2,500 square feet. All sheets shall be wet signed by the Landscape Architect and include the license number and the expiration date.	Authority, Developer
31		Landscaping shall be provided with a permanently installed, automatic irrigation system and operated by an electrically-timed controller station set for early morning or late evening irrigation.	Authority, Developer
32		Installation, maintenance, and repair of all landscaping shall be the responsibility of the property owner. Maintenance shall be permanently provided for all areas within Planning Area 2, not designated for paving, sidewalk, or building. Irrigation system shall function properly and landscaping shall be maintained in a healthy condition.	Authority, Developer
33		Comply with the provisions of Section 9168 of the Zoning Ordinance, "Water Efficient Landscaping."	Authority, Developer
34		Water conservation is a high priority in the City of Carson. Landscapes shall be designed to use water efficiently without waste to the lowest practical amount and comply with the State Model Water Efficient Landscape Ordinance. Sources for low water plants are WUCOLS, "Water Use Classification of Landscape Species" and "Landscape Plants for Western Regions" by Bob Perry.	Authority, Developer

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	Conditions of Approval	Responsibility
35	Installation of 6" high concrete curbs are required around all landscaped planter areas, except for areas determined by National Pollutant Discharge Elimination System (NPDES) permit or other applicable condition of approval that requires certain landscaped areas to remain clear of concrete curbs for more efficient storm water runoff flow and percolation. Revised landscaping and irrigation plans shall be reviewed and approved by the Planning Division should subsequent modifications be required by other concerned agencies regarding the removal of concrete curbs.	Authority, Developer
36	The proposed irrigation system shall include best water conservation practices.	Authority, Developer
37	Backflows shall be screened with min. 5' wide planters and landscape screen material, with plant material per the Specific Plan. Paint device green color similar to Frazee, aeroplate 'Forest Green' or equal. Transformers shall be screened with shrubs and ground covers, with plant material per the Specific Plan.	Authority, Developer
38	Projects shall comply with AB 325, the State Model Water Efficient Landscape Ordinance. Maximum Applied Water Allowance, MAWA, and Estimated Applied Water Use shall be calculated and submitted on all landscape construction documents.	Authority, Developer
39	Irrigation systems shall be designed to be water efficient with like plant material grouped together and proper solar orientation. Turf shall be on a separate valve from shrub areas. Landscape areas in the shade (north or east sides of building) shall be controlled separately from areas in the sun (south or west sides of building).	Authority, Developer
40	Irrigation systems shall be constantly maintained to eliminate wastewater due to loss of heads, broken pipes or misadjusted nozzles.	Authority, Developer
41	Show corner sight line distances on the landscape plan per Engineering Department Standard Drawing.	Authority, Developer
42	Shredded mulch or other alternative materials within planter areas is required at a depth of 3" for shrubs and 1" for groundcover. Shredded bark with a tackifier shall be used on 3:1 slopes or greater, not wood chips. Soil shall not be visible. Keep mulch 3" clear of plant stem, 6" of trees.	Authority, Developer

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	Sub. No.	Conditions of Approval	Responsibility	
43		Weeds shall be removed before 2 inches high or weed seeds develop. Note on plans for a pre-emergent to be applied before the mulch layer is installed to prevent weeds.	Authority, Developer	
44		Prior to issuance of certificate of occupancy, the applicant or the City shall provide plans to the Planning Division for approval for enhancements at primary and secondary (from Street B) "entry zone" including landscaping in planter.	Authority, Developer	
		FENCE/WALL		
45		Prior to the issuance of a building permit, a Wall and Fence Plan shall be reviewed and approved by the Planning and Building Divisions. The plans shall indicate materials colors and height of proposed and existing walls and fences and shall include a cross section of walls and fences indicating adjacent grades. Walls shall be designed as an integral part of the architecture for the development and shall be consistent with the requirements of the Specific Plan.	Authority, Developer	
		TRASH		
46		Trash collection shall comply with the requirements of the City's trash collection company.	Developer	
47		Trash and recycling areas shall be provided in accordance with Sections 9164.2 (residential uses), 9164.3 (non-residential uses), and 9164.4 of the Zoning Ordinance or as otherwise required by the Specific Plan.	Developer	
		UTILITIES		
48		Public utility easements shall be provided in the locations as required by all utility companies with easements free and clear of obstructions, and electrical utilities shall be installed underground, to the satisfaction of the Planning Division.	Authority	
49		The applicant shall remove at his/her own expense any obstructions within the utility easements that would interfere with the use for which the easements are intended.	Authority, Developer	
50		Any aboveground utility cabinet or equipment cabinet shall be screened from the public right-of-way by a decorative block wall or landscaping, to the satisfaction of the Planning Division.	Authority, Developer	

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CONDITIONS OF APPROVAL

No.	Sub. No.	Conditions of Approval	Responsibility
		ENGINEERING SERVICES DEPARTMENT - CITY OF CARSON	
		General Conditions	
51		Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.	Authority
52		A construction permit from Engineering Division is required for any work done within the public right of way. A security bond and liability insurance are required prior to issuance of permit by Engineering Division	Authority
		<i>Prior to Issuance of Building Permit, plans or studies, as applicable for all of the following must be submitted, and prior to certificate of occupancy, the following shall be carried out:</i>	
53		Quitclaim or relocate any easements interfering with building locations to the satisfaction of the City, appropriate agency or entity.	Authority, Developer
54		Public Street Improvements Plans along Del Amo Blvd, Street A and Street B shall (be):	
	a)	include parkways, sidewalks, wheelchair ramps, bike lanes, landscaped medians, streetlights, etc.	Authority
	b)	per The District at South Bay Specific Plan (SP- 10).	Authority
	c)	per the City of Carson PW Standard Drawings.	Authority
	d)	submitted to and reviewed by County of Los Angeles, Department of Public Works for approval recommendations to the City Engineer.	Authority
	e)	Include the connection of Street A to the existing 405 Freeway Interchange. Improvement Plans shall be approved by California Department of Transportation (Caltrans).	Authority
55		Install Street Lights along Del Amo Blvd, and Stadium Way abutting the development per The District at South Bay Specific Plan.	Authority
56		Landscape and Irrigation improvements within the public parkway and raised landscaped medians, abutting the proposed development shall be:	Authority

EXHIBIT "I"
CONDITIONS OF APPROVAL

No.	Sub. No.	Conditions of Approval	Responsibility
	a.	in compliance with the Department of Toxic Substance Control (DTSC).	Authority
	b.	per The District at South Bay Specific Plan (SP-10).	Authority
	c.	per the City of Carson PW Standard Drawings.	Authority
	d.	irrigated with reclaimed water, if feasible.	Authority
57		Improve the existing raised landscaped median along the Del Amo Blvd to the satisfaction of the City Engineer.	Authority
58		Any Landscape Improvements within Caltrans right of way shall be submitted to Caltrans for approval and acceptance.	Authority
59		Improvement Plans for various intersections improvements, as determined by the FSEIR shall be submitted to and approved by appropriate agencies.	Authority
60		The condition of the existing Sewer mainline along Street A and Street B, shall be evaluated for public use. Evaluation of said lines shall be submitted to and reviewed by County of Los Angeles, Department of Public Works for recommendations for public use to the City Engineer.	Authority
61		The applicant shall submit a sewer area study to the County of Los Angeles Department of Public Works to determine if capacity of the public sewage system to be used by this development is adequate. Inadequate capacity of the sewage system must be addressed and resolved. Any necessary Sewer Main Improvements Plans shall be submitted to and reviewed by County of Los Angeles, Department of Public Works for approval recommendations to the City Engineer.	Authority
62		The condition of the existing Storm Drain lines, along Street A and Street B, shall be evaluated for public use. Evaluation of said lines shall be submitted to and reviewed by County of Los Angeles, Department of Public Works for recommendations for public use to the City Engineer. Any necessary Storm Drain Improvement plans shall be submitted to County of Los Angeles, Department of Public Works for approval and acceptance by the County for future ownership and maintenance.	Authority
63		All Water Improvements to serve the development shall be determined by and to the satisfaction of California Water Services Company (Calwater). This may include water main, fire hydrants, fire department connections, all other water system appurtenances. Approval of Water Improvement Plans shall be coordinated with Calwater.	Authority

EXHIBIT "I"
CONDITIONS OF APPROVAL

No.	Sub. No.	Conditions of Approval	Responsibility
		Prior to Issuance of Certificate of Occupancy	
64		The Applicant shall comply with all requirements from L.A. County Sewer Maintenance Division for maintenance of new and/or existing sewer main, relating to this development, prior to release of all improvement bonds.	Authority
65		The Applicant shall execute and provide to the City Engineer, a written statement from the water purveyor (Calwater) indicating that the water system will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building. Comply with mitigation measures recommended by the water purveyor.	Authority
66		The applicant shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.	Authority
67		Repair any broken or raised/sagged sidewalk, curb and gutter within the public right of way along Del Amo Blvd abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.	Authority
68		Fill in any missing sidewalk within the public right of way along Del Amo Blvd abutting this proposed development.	Authority
69		Remove unused driveway approach if any, within the public right of way along Del Amo Blvd abutting this proposed development and replace it with full height curb and gutter and sidewalk per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.	Authority
70		Wheelchair ramps at the corner of Del Amo Blvd and Street B and along Street A and Street B shall be in compliance with ADA requirements and constructed per City of Carson PW Standard Drawings.	Authority
71		All new utility lines, servicing the proposed development shall be underground to the satisfaction of the City Engineer.	Authority
72		If needed, easements shall be granted to the City, appropriate agency, or entity for the purpose of ingress, egress, construction, and maintenance of all infrastructures constructed and handicap access for this development to the satisfaction of the City Engineer and or appropriate agency or entity.	Authority

EXHIBIT "I"
CONDITIONS OF APPROVAL

No.	Sub. No.	Conditions of Approval	Responsibility	
73		Portion of Del Amo Blvd abutting the development shall be repaved (grind and overlay) to the satisfaction of the City Engineer.	Authority	
74		All infrastructures necessary to serve the proposed development (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy.	Authority	
		PUBLIC WORKS – WATER QUALITY		
		<i>Prior to Issuance of Building Permit</i>		
75		Per City of Carson ordinance 5809 and SUSMP 2009, applicant shall comply with all applicable Low Impact Development (LID) requirements and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.	Authority, Developer	
76		Applicant shall complete and provide BMP Reporting Template to City of Carson, Engineering Services Department.	Authority	
77		If applicable, applicant shall provide a copy of an approved SWPPP stamped by Los Angeles County Building and Safety Division along with WDID number.	Authority	
78		Applicant shall provide contact information of the Qualified Storm Water Developer (QSD) and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer (QSP) of the site.	Authority	
79		Applicant shall submit digital copies of 2009 SUSMPLID/NPDES/Grading Plans concurrently to City of Carson, Engineering Services Department and Los Angeles County Building & Safety Division.	Authority	
80		Applicant shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.	Authority	

EXHIBIT "I"
CONDITIONS OF APPROVAL

No.	Sub. No.	Conditions of Approval	Responsibility
		Prior to Issuance of Certificate of Occupancy	
81		For any structural and/or treatment control device installed applicant, shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to identify the location and maintenance information for any structural and/or treatment control device installed.	Authority, Developer
82		Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk.	City
83		RECORDATION is the responsibility of the applicant. Provide a copy of the recorded covenant agreement to City Engineer	Authority, Developer
84		Inspection will be conducted once a year after all Post Construction Best Management Practices (BMP) are constructed.	City
		FIRE DEPARTMENT	
85		Prior to issuance of a building permit, the applicant shall obtain a "Clearance Letter" or approval including conditions and/or requirements from the Los Angeles County Fire Department and submitted to the Planning Division.	Developer
		SIGN PROGRAM	
86		Prior to issuance of a building permit, the applicant shall submit a clean copy of the Comprehensive Sign Program that is consistent with the approved Specific Plan amendment and Development Agreement.	Developer
87		Freeway Icon Pylons are assigned to Planning Areas as defined by the Specific Plan.	
88		Prior to issuance of building permits, the applicant shall provide plans to the Planning Division for approval of an internal wayfinding sign package for the podium parking area and valet consistent with the approved Comprehensive Sign Program.	Developer

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	Conditions of Approval	Responsibility
89	Prior to issuance of certificate of occupancy, the applicant or the City shall provide plans to the Planning Division for approval of entry monument signage consistent with the Comprehensive Sign Program.	Authority/City or Developer
90	Prior to issuance of certificate of occupancy, the applicant shall provide plans to the Planning Division for approval of Directional/wayfinding signage consistent with the Comprehensive Sign Program.	Developer
91	Interior tenant signage and tenant architectural elevations for store fronts up to and not modifying the parapet shall not require City Planning approvals. Prior to issuance of individual tenant improvement building permits, the applicant shall provide to the Planning Division, design approval from Macerich or other ownership of the mall for interior tenant signage and elevations.	Developer
BUSINESS LICENSE DEPARTMENT		
92	All parties involved in the subject project including to but not limited to contractors and subcontractors are required to obtain a City business license per Section 6310 of the Carson Municipal Code.	Authority, Developer
ENVIRONMENTAL REQUIREMENTS		
93	The project shall demonstrate compliance with all applicable mitigation measures in the Mitigation Monitoring and Reporting Program for the FSEIR. A final mitigation monitoring matrix/spreadsheet shall be submitted to the City for review.	Authority, Developer

EXHIBIT "J"

LIST OF EXISTING DEVELOPMENT APPROVALS

1. The District at South Bay Specific Plan; (Application No. 10-17) (Adopted by City Council Resolution No. _____ on _____, 2018)
2. Site Plan and Design Review (Design Overlay Review) (Application No. 1675-17) (Adopted by Resolution No. _____ on _____, 2018)
3. Comprehensive Sign Plan (Sign Program) (Application No. 28-17) (Adopted by Resolution No. _____ on _____, 2018)
4. Development Agreement (Application No. 13-17) (Adopted by Ordinance No. _____ on _____, 2018)
5. Parcel Map No. 70372.
6. Supplemental Final Environmental Impact Report (SCH NO. 2005051059) certified on _____, 2018 by the City Council.
7. Project Agreements.

EXHIBIT “K”

LIST OF FUTURE DEVELOPMENT APPROVALS

The following list of Future Development Approvals sets forth those Future Development Approvals anticipated as of the Effective Date, but is not a comprehensive list. Each and every additional discretionary approval requested by Developer with respect to the Project and the Developer Property shall be deemed a Future Development Approval under the terms of this Agreement. Accordingly, Future Development Approvals include, but are not limited to the following:

1. Specific Plan Amendments or Administrative Permits for modifications to the Project
2. Administrative Permits or Conditional Use Permits required to obtain approval of uses for which such permits are required preconditions under the Specific Plan
3. Site Plan and Design Review including without limitation modifications requested by Developer to approved Site Plan and Design Review application
4. Master Sign Program, including without limitation the initial (minimum) Master Sign Program providing Entry Sign approvals
5. Comprehensive Sign Program including without limitation modifications requested by Developer to approved Comprehensive Sign Program
6. Sign Permits
7. Minor Modifications to the Development Agreement
8. Approvals required by the Conditions of Approval
9. Parcel Map, Tentative and Final Tract Maps, Subdivision Improvement Agreements, Lot Line Adjustments, Lot Mergers, certificate of compliance with Subdivision Map Act
10. Modifications to Site Plan and Design Review and/or comprehensive sign program approvals
11. Street vacations
12. Temporary and Final Certificates of Occupancy, Certificates of Completion
13. CFD
14. All other matters that will be subject to City’s discretionary or ministerial approval, including without limitation, permits, certificates and approvals required by City or any other governmental authority, engineering permits, grading permits, foundation permits, construction permits and building permits for building and tenant improvement (including without limitation, MEP, HVAC and other permits if any)

EXHIBIT "L"

SCHEDULE OF PERFORMANCE

1. This Exhibit "L" is attached to and forms a part of that certain Development Agreement (also referred to below as the DA) between City of Carson and CAM-CARSON, LLC. Except as otherwise noted, all capitalized terms within the DA and the Exhibits shall retain the meaning set forth in the DA. To the extent any of the terms and provisions of this Exhibit are inconsistent with or otherwise are in conflict with the terms and provisions of the DA, the DA shall control, provided that notwithstanding any other provision of the DA, Developer shall be entitled to the extensions set forth in Paragraph 2 below and to the extensions for City Delay and Force Majeure provided in the DA. For purposes of determining any Default, Article 11 of the DA shall apply.

2. In addition to the time periods for performance set forth below, Developer shall have the right to:

- (i) a one (1) year grace period with respect to its development and opening of Phase I of the Project, and failure of Developer to comply with any date set forth in this Schedule of Performance shall not be a default (or grounds for declaration of a Developer Default) under the DA until the first anniversary of the date for performance of such obligation set forth in this Schedule of Performance.
- (ii) (a) day for day extensions in the dates set forth in the Schedule of Performance in the event of Force Majeure Delay and/or City Delay and (b) extensions to the dates set forth in the Schedule of Performance authorized by the City Manager pursuant to authority granted to the City Manager pursuant to Sections 5.1, 5.5 or 5.6 or with the consent of the City Council, and failure of Developer to comply with any date set forth in this Schedule of Performance shall not be a default (or grounds for declaration of a Developer Default) under the DA until such extension is applied to the dates set forth in this Schedule of Performance.

ACTION	DATE
I. Project Design & Permitting	
1. Developer completes Phase I building plans.	Prior and as a condition to the conveyance of the Developer Property by Authority to Developer.
II. Construction	
1. Developer commences construction of the vertical improvements for Phase I.	<p>On or before the later of:</p> <ul style="list-style-type: none"> <li data-bbox="780 699 1411 804">(i) sixty (60) calendar days following the Construction Period Commencement Date;¹ and <li data-bbox="780 836 1411 946">(ii) (ii) thirty (30) calendar days following issuance by the City of the initial building permit for Phase I.
2. Developer completes construction of the vertical improvements for Phase I (core and shell only).	On or before seventeen (17) months following the commencement of construction of Phase I under Item II.1 above.
3. Developer completes construction of initial tenant improvements for Phase I.	On or before twenty one (21) months following the commencement of construction of Phase I under Item II.1 above.

¹ As used in this Schedule of Performance, the “**Construction Period Commencement Date**” means the date upon which the last of each of the following shall have occurred: (i) the close of escrow under the Conveyance Agreement and conveyance of the Developer Property to Developer, (ii) completion by Authority of the Site Development Improvements and installation of the Remedial Systems, which work shall include, without limitation, the portions of the BPS to be installed below the slab of the Cell 2 Surface Lot and (iii) DTSC authorization of phased occupancy of Cell 2 (i.e., occupancy on Cell 2 prior to the performance of remediation of the other Cells).

III. Grand Opening	
1. Developer shall cause the opening of stores within Phase I to customers.	<p>On or before the later of:</p> <p>(i) twenty-two (22) months following the commencement of construction pursuant to Item II.1 above;</p> <p>(ii) four (4) months following completion by the Authority of the above-grade BPS for the Project; and</p> <p>(iii) issuance by DTSC of the Specific Cell 2-Specific Health Risk Assessment.</p>
IV. Certificate of Completion	
1. Developer submittal of request for issuance of the Certificate of Completion for Phase I.	Following completion of Phase I.
2. City approves the Certificate of Completion for Phase I or provides notice to Developer of any deficiencies that exist.	Within thirty (30) calendar days following Developer's request.
3. City causes recording Certificate of Completion for Phase 1 in the official records of Los Angeles County.	Within five (5) business days following City issuance of the Certificate of Completion.

EXHIBIT "M"

SUMMARY OF JOINT AUTHORITY AND DEVELOPER PROGRAM OF INSURANCE

Attached hereto is the Insurance Administration Agreement by and between Carson Reclamation Authority and CAM-CARSON LLC dated as of March 28, 2018.

INSURANCE ADMINISTRATION AGREEMENT

BY AND BETWEEN

CARSON RECLAMATION AUTHORITY

AND

CAM – CARSON LLC

DATED AS OF

_____ , 2018

INSURANCE ADMINISTRATION AGREEMENT

This INSURANCE ADMINISTRATION AGREEMENT (this “**Agreement**”) is made as of _____, 2018 (the “**Effective Date**”) by and between CARSON RECLAMATION AUTHORITY, a joint powers authority formed under the laws of the State of California (“**CRA**”) and CAM-CARSON LLC, a Delaware limited liability company (“**Macerich**”).

RECITALS

A. *The Property and the Project*

WHEREAS, CRA is the owner of the 157-acre parcel located at 20400 S. Main Street in Carson, California, commonly known as the former Cal Compact Landfill and shown on the Site Map attached hereto as Exhibit A-1 (the “**Property**”), having acquired the Property pursuant to the May 18, 2015 Settlement, Release, and Indemnity Agreement with the previous owner, Carson Marketplace, LLC.

WHEREAS, the Property is subject to a tentative tract map that subdivides it into a surface lot (the “**Surface Lot**”) and a subsurface lot (the “**Subsurface Lot**”), which lots are referenced on the “Designation of Parcels” attached hereto as Exhibit A-2 as Parcels 1 (Subsurface Lot) and 2 (Surface Lot) of Parcel Map No. 70372.

WHEREAS, the Property is divided into five (5) cells (each, a “**Cell**”) as shown on Exhibit A-3.

WHEREAS, CRA intends to sell the Surface Lot of Cell 2 of the Property to Macerich for the development of a large retail/outlet mall and to develop Cells 3, 4 and 5 for retail, commercial, office and hotel uses and to develop Cell 1 for either similar commercial uses or for multi-family residential use (the “**Project**”).

B. *CRA’s Agent RE | Solutions, LLC*

WHEREAS, CRA and RE | Solutions, LLC (“**RES**”) entered into that Environmental Remediation and Development Management Agreement dated as of July 26, 2017 (the “**CRA/RES Development Agreement**”) pursuant to which RES was appointed as CRA’s environmental and development manager for the Project.

WHEREAS, pursuant to the CRA/RES Development Agreement RES may act as CRA’s agent with such agency limited to the scope set forth therein.

C. *Macerich and Development of Cell 2*

WHEREAS, CRA and Macerich have entered into an exclusive negotiation agreement dated July 7, 2016, and a memorandum of understanding dated June 20, 2017 (the “**MOU**”) for the development of the Surface Lot of Cell 2.

WHEREAS, Exhibit H to the MOU contains a list of insurance requirements for the Project.

WHEREAS, the parties intend that this Agreement shall replace and expand upon Exhibit H to the MOU.

WHEREAS, Macerich will develop the Fashion Outlets of Los Angeles, an outdoor luxury outlet center on the Surface Lot of Cell 2.

D. *Remaining Development of Cells 1, 3, 4, and 5*

WHEREAS, CRA is currently in discussions with Future Developers for the vertical development of the other four (4) Cells.

E. *Predevelopment Insurance*

WHEREAS, CRA has obtained pre-development pollution legal liability coverage through a Lloyd's of London consortium of syndicates, led by Lloyds Syndicates 623 and 2623, which are both commonly known as Beazley (the "**Predevelopment PLL**") and a combined predevelopment contractors pollution and professional liability policy, No. PPK1590707 from Tokio Marine Specialty Insurance Company (the "**Predevelopment CPL/PLI**").

WHEREAS, the Predevelopment PLL has limits of liability of Twenty Five Million Dollars (\$25,000,000) per incident and in the aggregate and is subject to a SIR of Two Hundred and Fifty Thousand Dollars (\$250,000) per incident.

WHEREAS, the Predevelopment CPL/PLI has limits of liability of Twenty Five Million Dollars (\$25,000,000) per incident and in the aggregate for "Contracting Operations" (as defined in the Predevelopment CPL/PLI), and Ten Million Dollars (\$10,000,000) per incident and in the aggregate for "Professional Services" (as defined in the Predevelopment CPL/PLI), both subject to a per incident SIR of Five Hundred Thousand Dollars (\$500,000).

WHEREAS, the parties hereto intend to obtain those certain development insurance programs, as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein contained, and for good and valuable consideration and intending to be legally bound, CRA and Macerich agree as follows:

ARTICLE I DEFINITIONS

1.01. Defined Terms. As used in this Agreement, the following capitalized terms have the following meanings:

(a) "**Agreement**" means this Insurance Administration Agreement by and between CRA and Macerich, as the same may be amended from time to time.

(b) **“Applicable Laws”** means any applicable federal, state or local laws and all Environmental Laws.

(c) **“Broker”** means Jardine Lloyd Thompson Group plc. or its United States subsidiary, or any successor broker of record appointed by mutual written consent of CRA and Macerich.

(d) **“Building Protection Systems”** means those systems that consist of landfill gas monitoring and detection systems under all areas where buildings are to be constructed on the Property and having the following characteristics: (i) the Building Protection System shall be installed above the primary landfill cap membrane and under, or adhered to, slabs of all buildings slated for occupancy in a particular Cell; (ii) the Building Protection System shall consist of a membrane layer, ventilation layer, gas control pipeline and monitoring system, to the extent each is required by the Los Angeles County Department of Public Works, Environmental Programs Division; and (iii) the design and completion of the Building Protection Systems are approved by the Los Angeles County Department of Public Works, Environmental Programs Division.

(e) **“Builder’s Risk Program”** means that phased first party property coverage for damage to real property further described in Article IV hereof.

(f) **“Builder’s Risk Program Premium Payment”** has the meaning set forth in Section 4.06 hereof.

(g) **“Cell”** means any one of the five (5) portions of the Property as described in Recital A and as more specifically depicted on Exhibit A-3.

(h) **“Certificate of Occupancy”** means a certificate or document issued by a Government Authority or local agency’s building department certifying a building’s compliance with applicable building codes and other Applicable Laws and suitability for occupancy.

(i) **“CFD#1”** means the Community Facilities District No. 2012-1 of the City of Carson (the Boulevards at South Bay – Remedial Systems OM&M), a public body formed pursuant to the Mello-Roos Community Facilities Act of 1982.

(j) **“City”** means the City of Carson, California.

(k) **“Claim Allocation”** has the meaning set forth in Section 5.03 hereof.

(l) **“CRA”** means the Carson Reclamation Authority, which at all times hereunder shall act by and through its Executive Director, unless otherwise expressly provided herein.

(m) **“CRA Insured Parties”** has the meaning set forth in Section 6.03(a)(ii) hereof.

(n) **“CRA PLL Insureds”** means the CRA Insureds as defined in the Development PLL.

(o) “**CRA PLL Sublimit**” has the meaning set forth in Section 2.03(c) hereof.

(p) “**Development CPL/PLI**” means a broader contractors pollution liability and owner’s professional liability coverage in form and substance similar to the Predevelopment CPL/PLI with limits of liability equal to at least \$50,000,000 in the aggregate for contractors pollution coverage and at least \$25,000,000 in the aggregate for professional liability coverage, as further described in Article III hereof.

(q) “**Development CPL/PLI Renewal**” has the meaning set forth in Section 3.04 hereof.

(r) “**Development Insurance Programs**” means, collectively, the Development PLL, Development CPL/PLI, OPPI, GL Program and Builder’s Risk Program, as well as any renewal and replacement policies thereto required by this Agreement.

(s) “**Development PLL**” means a broader and more comprehensive pollution legal liability insurance program to be obtained by CRA in form and substance similar to the Predevelopment PLL with limits of liability equal to \$200,000,000 in the aggregate as further described in Article II.

(t) “**Development PLL Renewal**” has the meaning set forth in Section 2.04 hereof.

(u) “**DTSC**” means the California Environmental Protection Agency, Department of Toxic Substances Control.

(v) “**Effective Date**” means the date the Agreement is entered into as shown on page 1 hereof.

(w) “**Environmental Laws**” means any applicable federal, state or local laws, statutes, ordinances, rules, regulations, orders, now or hereafter in effect, imposing liability, establishing standards of conduct or otherwise relating to protection of the environment (including natural resources, surface water, groundwater, soils, and indoor and ambient air), health and safety, or the presence, generation, treatment, storage, disposal, discharge or threatened discharge, transport or handling of any hazardous material.

(x) “**Event of Default**” means any uncured default or breach as more specifically described in Section 10.01.

(y) “**Future Developer**” means any developer selected by CRA to develop and construct vertical improvements on Cells 1, 3, 4 or 5 of the Surface Lot pursuant to a written development agreement.

(z) “**GL Program**” means that owner controlled general liability and excess (umbrella) program further set forth in Article IV hereof.

(aa) “**GL Program Premium Payment**” has the meaning set forth in Section 4.03 hereof.

(bb) **“Joint Defendants”** has the meaning set forth in Section 6.03(a) hereof.

(cc) **“Joint Defense Claims”** has the meaning set forth in Section 6.03(a) hereof.

(dd) **“Macerich”** means CAM-Carson LLC, a subsidiary of The Macerich Company, or any successor in interest.

(ee) **“Macerich Insured Parties”** has the meaning set forth in Section 6.03(a)(i) hereof.

(ff) **“Macerich PLL Insureds”** means the Macerich Insureds as defined in the Development PLL.

(gg) **“Macerich PLL Sublimit”** has the meaning set forth in Section 2.02(c) hereof.

(hh) **“Macerich Premium Percentage”** has the meaning set forth in Section 2.03 hereof.

(ii) **“OPPI”** means that Owner’s Protective Professional Indemnity Policy further set in Section 3.05 hereof.

(jj) **“Post-Development PLL”** has the meaning set forth in Section 2.05 hereof.

(kk) **“Predevelopment CPL/PLI”** means that certain Contractors Environmental and Professional Coverage Policy, No. PPK1590707, obtained by CRA from Tokio Marine Specialty Insurance Company.

(ll) **“Predevelopment PLL”** means that certain comprehensive pollution legal liability coverage obtained by CRA through a Lloyd’s of London consortium of syndicates, led by Lloyds Syndicates 623 and 2623, which are both commonly known as Beazley, as the same is in full force and effect as of the date of this Agreement.

(mm) **“Property”** means that certain 157-acre parcel located at 20400 S. Main Street in Carson, California, commonly known as the former Cal Compact Landfill and shown on the Site Map attached hereto as Exhibit A-1.

(nn) **“Remedial Construction Completion”** means that date upon which there is substantial completion of all remedial construction on all five (5) cells and vertical construction on Cells 1, 3, 4 and 5 of the Property.

(oo) **“Remedial System Buildout Period”** means the period that:

(1) that commences with any of the following: (i) grading, landfill waste relocation, installation of subsurface utilities; (ii) construction of foundation and pile systems; (iii) installation of any portion of the landfill cap not already installed as of January 29,

2017; (iv) installation of any portion of the landfill gas system not already installed as of January 29, 2017; or (v) installation of Building Protection Systems at the Property, excluding from (i) through (v) above, however, any ministerial work conducted by CRA or its direct contractors prior to larger-scale site redevelopment and affiliated with the installation of infrastructure on the Property to be owned by CRA or the City, including without limitation, filling the Leonardo Depression and preliminary site grading for access; and

(2) that ends upon the written approval by DTSC of (i) a cell-specific Remedial Action Completion Report for all five (5) Cells of the Property, which confirms that all Remedial Systems on each Cell of the Property have been installed and are operational; and (ii) Building Protection Systems have been installed on each of the five (5) Cells of the Property in areas and in such a manner required by DTSC and Los Angeles County Department of Public Works, Environmental Programs Division.

(pp) **“Remedial Systems”** means all landfill cap, gas extraction and treatment system and groundwater extraction and treatment system on any Cell of the Property.

(qq) **“RES”** means RE | Solutions, LLC, a Colorado limited liability company.

(rr) **“RES Excess PLI”** has the meaning set forth in Section 3.06 hereof.

(ss) **“SIR”** means the self-insured retention or deductible due under any Development Insurance Program.

(tt) **“Subsurface Lot”** means the subsurface lot as referenced on Exhibit A-2.

(uu) **“Surface Lot”** means the surface lot as referenced on Exhibit A-2.

ARTICLE II DEVELOPMENT POLLUTION LEGAL LIABILITY COVERAGE

2.01. **Development Pollution Legal Liability Coverage**. CRA obtained a pollution legal liability policy (the “**Development PLL**”) on December 31, 2017 in accordance with the terms herein.

2.02. **Development PLL Specifications**.

(a) ***Coverages***. The Development PLL has coverage terms substantially similar to the Predevelopment PLL but has a policy term of ten (10) years, with limits of liability equal to Two Hundred Million Dollars (\$200,000,000) per incident and in the aggregate and an SIR of Two Hundred Fifty Thousand Dollars (\$250,000) per incident. The Development PLL includes coverage for pre-existing and new pollution conditions. CRA and Macerich intend to obtain terrorism coverage in one or more stand-alone insurance programs on or before May 31, 2018. The Development PLL is primary and non-contributory to any other insurance carried by Macerich or any other Future Developers and there is no exclusion or limitation of coverage to an insured if a claim is made by another insured.

(b) *Insureds.* Upon payment by Macerich of the Macerich Premium Percentage for the Development PLL, CRA, RES, the City, Macerich and its designees shall be included as insureds on the Development PLL with the unrestricted ability to make a claim under the Development PLL. Upon entering into a written development agreement with any Future Developer, such Future Developer and its designees shall also be listed as insureds on the Development PLL with the unrestricted ability to make a claim thereunder.

(c) *Dedicated Sublimits.* Macerich will have a dedicated and reserved limit of liability under the Development PLL of Fifty Million Dollars (\$50,000,000) per incident and in the aggregate for pre-existing and new pollution releases (the "**Macerich PLL Sublimit**"). The remaining limits of liability under the Development PLL will be allocated to CRA, RES and any Future Developers at CRA's discretion (the "**CRA PLL Sublimit**"); provided, however, that CRA shall provide at least fifteen (15) days prior written notice to Macerich before allocating a dedicated limit of liability under the Development PLL to any Future Developers. Prior to allocating any such dedicated limits of liability, CRA and Macerich shall work in good faith to evaluate the loss history on the Development PLL and reasonably determine whether to increase the then existing Development PLL limits of liability. The Development PLL will provide that the dedicated and reserved limits of liability will be eroded as dictated by the Development PLL policy endorsement, a copy of which is attached hereto as Exhibit B.

(d) *Term.* The Development PLL has a ten (10) year term and no insured may cancel or terminate the Development PLL before the expiration of its term.

2.03. Development PLL Cost Allocation. Upon execution of this Agreement, Macerich shall reimburse CRA for forty percent (40%) of the total premium, surplus lines taxes and applicable brokerage fees (the "**Macerich Premium Percentage**") required to purchase the Development PLL.

2.04. Development PLL Renewal. In the event that the Development PLL expires prior to the end of the Remedial System Buildout Period, CRA shall obtain, subject to pollution insurance market conditions, a new policy of pollution legal liability insurance having substantially the same coverage terms as the Development PLL with limits of liability of at least One Hundred Million Dollars (\$100,000,000) per incident and in the aggregate and an SIR no greater than Five Hundred Thousand Dollars (\$500,000) per incident (the "**Development PLL Renewal**"). Notwithstanding the foregoing, the term of any Development PLL Renewal may be shorter than ten (10) years if CRA reasonably believes and provides evidence to Macerich that the Remedial System Buildout Period will end prior to the ten (10) year anniversary of binding the Development PLL Renewal and Macerich approves such shorter term, which approval shall not be unreasonably withheld. Macerich shall be an insured on the Development PLL Renewal with the same status as on the Development PLL and shall be provided a dedicated limit of liability of Fifty Million Dollars (\$50,000,000) per incident and in the aggregate for pre-existing and new pollution conditions. Macerich shall be obligated to reimburse CRA for the Macerich Premium Percentage of the total premium and applicable surplus lines taxes and brokerage fees required to obtain the Development PLL Renewal, until the aggregate limit of the Development PLL Renewal is raised to a minimum of Two Hundred Million Dollars (\$200,000,000).

2.05. Post-Development PLL. In the event that the Remedial System Buildout Period

has ended, then, upon the expiration of the Development PLL or Development PLL Renewal, as applicable, CRA shall replace the Development PLL or the Development PLL Renewal, as applicable, with a new policy of pollution legal liability insurance having substantially the same coverage terms as the Development PLL, with limits of liability of at least Fifty Million Dollars (\$50,000,000) per incident and in the aggregate and an SIR no greater than Five Hundred Thousand Dollars (\$500,000) per incident (the “**Post-Development PLL**”). The term of the Post-Development PLL may be determined by CRA in its reasonable discretion. Macerich and all Future Developers shall be included as insureds on the Post-Development PLL with the same status as on the Development PLL or Development PLL Renewal, as applicable; but with no dedicated limits. CRA will maintain the Post-Development PLL in perpetuity, and any premium and surplus lines taxes and applicable brokerage fees associated with the Post-Development PLL shall be paid by and through CFD #1. In the event the Development PLL, Development PLL Renewal or Post-Development PLL, as applicable, are cancelled, any refunded premium will be returned to CRA and Macerich on the same percentages as the premium was paid at policy inception.

ARTICLE III DEVELOPMENT CONTRACTOR'S POLLUTION AND PROFESSIONAL LIABILITY INSURANCE COVERAGE

3.01. Development Contractor's Pollution and Professional Liability Insurance. On December 31, 2017, CRA obtained a combined contractor's pollution and professional liability insurance policy (the “**Development CPL/PLI**”) for contracting operations and certain professional services conducted by or on behalf of CRA and RES during the Remedial System Buildout Period.

3.02. Development CPL/PLI Specifications.

(a) *Coverages.* The Development CPL/PLI has substantially the same coverage terms as the Predevelopment CPL/PLI, but with limits of liability of Fifty Million Dollars (\$50,000,000) per incident and in the aggregate for pollution conditions resulting from contracting operations, and Twenty-Five Million Dollars (\$25,000,000) per incident and in the aggregate for professional services contracted directly with RES or CRA, with both coverages subject to a maximum SIR of Five Hundred Thousand Dollars (\$500,000) per incident. The Development CPL/PLI has a retroactive date of December 21, 2007 for all coverages. The Development CPL/PLI contains ten (10) years of “completed operations” coverage. Coverage for certified acts of terrorism will be provided under the standalone terrorism policy. There is no exclusion or limitation of coverage to an insured if a claim is made by another insured.

(b) *Insureds.* Upon payment by Macerich of the Macerich Premium Percentage for the Development CPL/PLI, CRA, RES, the City, Macerich and all contractors and subcontractors of all tiers performing construction (including installation of Remedial Systems, foundation systems, sub-foundation systems, performance of site grading, infrastructure improvements and construction of vertical improvements) on the Property shall be listed as an insured on the Development CPL/PLI with respect to contractor's pollution coverage only provided thereunder. The PLI portion of the coverage under the Development CPL/PLI will list CRA, the City, RES and all direct subcontractors of RES that perform work on the project as

insureds with the unrestricted ability to make a claim under the Development CPL/PLI, subject to the terms and conditions of the Development CPL/PLI.

(c) *Dedicated Sublimits.* There will be no dedicated sublimits under the Development CPL/PLI.

(d) *Term.* The Development CPL/PLI has a policy term through and including December 21, 2022 and no insured may cancel or terminate the Development CPL/PLI before the expiration of its term.

3.03. Development CPL/PLI Cost Allocation. Upon execution of this Agreement, Macerich shall reimburse CRA for the Macerich Premium Percentage of the total premium, surplus lines taxes and applicable brokerage fees required to purchase the Development CPL/PLI.

3.04. Development CPL/PLI Renewal. In the event that the Development CPL/PLI expires prior to the Remedial Construction Completion, CRA shall obtain and maintain a contractors pollution and professional liability insurance policy subject to market availability and on terms and conditions substantially similar to the Development CPL/PLI with a term through and including Remedial Construction Completion (the “**Development CPL/PLI Renewal**”), which Development CPL/PLI Renewal shall have a limit of liability of at least Twenty-Five Million Dollars (\$25,000,000) per incident and in the aggregate for contracting operations, and Ten Million Dollars (\$10,000,000) per incident and in the aggregate for professional services, both subject to a SIR of Five Hundred Thousand Dollars (\$500,000) per incident and shall maintain the same retro-active date as provided in the Development CPL/PLI. Notwithstanding the foregoing, the term of any Development CPL/PLI Renewal may be shorter than five (5) years if CRA reasonably believes and provides evidence to Macerich that the Remedial System Buildout Period will end prior to the five (5) year anniversary of binding the Development CPL/PLI Renewal and Macerich approves such shorter term, which approval shall not be unreasonably withheld.

3.05. OPPI. On or before the commencement of vertical construction on Cell 2 of the Property, Macerich shall obtain an Owner’s Protective Professional Indemnity Policy (“**OPPI**”) naming Macerich and CRA, as owners of the Property, as insureds with the unrestricted ability to make a claim thereunder, subject to the terms and conditions of the policy. The OPPI shall cover activities associated with vertical development of Cell 2 as well as horizontal development of the Project and contain at least ten (10) years of “completed operations” coverage. Macerich shall require appropriate underlying professional liability limits from all directly-contracted design firms, construction managers and the general contractor in order to enable underwriting of the OPPI policy. The OPPI shall have a limit of liability of at least Twenty-Five Million Dollars (\$25,000,000) and the terms and conditions of coverage shall otherwise be reasonably acceptable to both CRA and Macerich. Macerich shall be responsible for paying all premiums, surplus lines taxes and applicable brokerage fees for the OPPI, except that CRA shall reimburse Macerich for sixty percent (60%) of the total premium, surplus lines taxes and applicable brokerage fees required to purchase the OPPI. Each of Macerich and CRA shall not take any action that would dilute or impair coverage to the other party under the OPPI without the prior written consent of such affected party.

3.06. RES Excess PLI Coverage. As of the date hereof, CRA and Macerich do not anticipate including RES as an insured under the OPPI. RES, therefore, is pursuing an excess professional liability insurance policy with a limit of liability of Five Million Dollars (\$5,000,000) with professional liability coverage terms similar to the terms under the OPPI for the benefit of RES (the “**RES Excess PLI**”). It is expected that CRA will be obligated to pay the total premium, surplus lines taxes and applicable brokerage fees required to purchase the RES Excess PLI. CRA has requested that Macerich contribute forty percent (40%) of the total premium, surplus lines taxes and applicable brokerage fees required to purchase the RES Excess PLI and Macerich hereby agrees to negotiate, in good faith, its willingness to deliver such contribution.

ARTICLE IV GENERAL LIABILITY AND BUILDERS' RISK COVERAGE

4.01. General Liability Insurance Program. Macerich shall be responsible for obtaining an owner controlled general commercial liability insurance program that will include general liability and excess (umbrella) liability coverage for the construction activities on the Property (“**GL Program**”).

4.02. GL Program Specifications.

(a) *Coverages.* Prior to commencement of the Remedial System Buildout Period, Macerich will obtain the GL Program which shall cover all eligible tiers of horizontal and vertical contractors and subcontractors working on the Project with terms and conditions acceptable to CRA in its reasonable discretion. The GL Program will list Macerich as the first named insured as listed in the declarations page of the GL Program, will be controlled jointly by CRA and Macerich, and will be administered by Construction Risk Partners, an affiliate of Broker. No insured shall take any action that would dilute or impair coverage to the other parties under the GL Program without the prior written consent of such affected parties. The GL Program will include minimum coverage limits in any combination of primary, umbrella or excess as follows: for commercial general liability, applying to all enrolled parties jointly, the following limits: (1) \$200,000,000 each occurrence; (2) \$200,000,000 general aggregate; (3) \$200,000,000 products and completed operations aggregate over the term of the policy; and (4) 10 years products and completed operations. Except for completed operations (which shall be an aggregate over the term of the GL Program), the GL Program shall provide that all limits reinstate annually or at such other interval as may be reasonably acceptable to both CRA and Macerich. The GL Program shall be an occurrence based program and will be the primary bodily injury/property damage coverage at or on the Property during the Project, and shall include affirmative coverage for concussive risk. The GL Program shall further specify that the issuance of Certificates of Occupancy for all buildings and structures at the Project on Cell 2 shall be the trigger for the initiation of completed operations coverage for such work on Cell 2. There shall be no exclusion for earth movement or subsidence under the GL Program unless otherwise jointly agreed to by CRA and Macerich.

(b) *Insureds.* CRA, the City, RES and Macerich, as well as eligible contractors and subcontractors of all tiers performing work for Macerich, RES and Future Developers, if so elected by such applicable Future Developer and upon receipt of such Future

Developer's pro-rata portion of the GL Program Premium Payment, will be enrolled in the GL Program.

(c) *Dedicated Sublimits.* There will be no dedicated sublimits under the GL Program unless otherwise jointly agreed to by CRA and Macerich.

(d) *Term.* The GL Program shall remain in effect until Remediation Construction Completion and shall not be cancelled or terminated by any insured prior to its termination date.

4.03. **GL Program Cost.** The GL Program will be priced based upon project construction values (based upon good faith estimates from each of Macerich, CRA, together with RES, and the Future Developers, as applicable) and the premium and administrative fees associated with administering the GL Program will be paid sequentially as construction on the various Cells is initiated. Accordingly, upon binding of the GL Program, it is anticipated that the premium and administrative fees will be calculated based only on the projected costs associated with the first phase of the horizontal work on Cell 2 at the Property necessary for CRA to fulfill its obligations under the MOU, which amount will be payable by CRA. In the event that any deposit premium in excess of such amount is due at inception of the GL Program, such premium shall be paid by Macerich as an advance on its portion of the GL Program Premium Payment. As additional work is commenced, subsequent premiums and administrative fees will become due and payable under the GL Program based upon the projected construction values for such work. Each party shall pay its portion of the total premium and administrative fees of such projected construction values calculated on the basis of such party's construction value on any applicable phase of the development project multiplied by the GL Program rate (the "**GL Program Premium Payment**"). The GL Program Premium Payment (and the administrative fees) will be payable directly by each party (CRA, Macerich or Future Developers, as applicable) to Broker, or at CRA's discretion by and through CFD#1 (which will levy assessments to the owners of portions of the Property). At issuance of Certificates of Occupancy for all buildings and structures on Cell 2 of the Property (and for each subsequent construction phase of the development on the Property), the final premium may be subject to an audit by the carrier and subject to the policy requirements of (i) the actual construction values completed and (ii) the actual construction term utilized. Subject to the policy terms and conditions, based on the audit, any excess premium paid by any party will be returned to such over-paying party and any additional premium due from any party will be charged to and paid by such applicable party.

4.04. **Property and Builder's Risk Insurance Coverage.** Macerich shall be responsible for obtaining a wrap-up builder's risk insurance policy (the "**Builder's Risk Program**").

4.05. **Builder's Risk Program Specifications.**

(a) *Coverages.* On or before the commencement of the Remedial System Buildout Period, Macerich shall procure and maintain a phased Builder's Risk Program for all of the horizontal and vertical construction components (currently anticipated to be approximately \$350,000,000) of the development project at the Property with a limit equal to one hundred percent (100%) of the replacement value of all such horizontal and vertical components and shall

contain earthquake coverage with a limit of liability of at least Fifty Million Dollars (\$50,000,000), which may be increased or decreased based on the findings of Probable Maximum Loss reports to be conducted annually or at such other frequency as may be agreed to by CRA and Macerich. The Builder's Risk Program limits shall automatically reinstate upon any loss thereunder at no charge to the insureds; provided, however, that the limit of loss for earthquake and flood coverage shall be expressed as an annual aggregate amount. The Builder's Risk Program will be primary with respect to all property damage at, on or under the Property during the term of the Project and will also include LEG-3 coverage with respect to repair of physical damage to work or remedial components arising out of a loss. CRA shall approve the terms of coverage of the Builder's Risk Program in its reasonable discretion.

At policy inception, the Builder's Risk Program will include coverage for all horizontal work at Cell 2 of the Property necessary for CRA to fulfill its obligations under the MOU, and prior to commencement of Macerich's vertical construction on Cell 2 of the Property (and for each subsequent construction phase), the Builder's Risk Program will include such work. It is intended that the Builder's Risk Policy will cover the various phases of construction work at the Property to be conducted by CRA, RES and Future Developers. CRA (together with RES), Macerich and any applicable Future Developer will coordinate with Broker to define such phases of work. No insured shall take any action that would dilute or impair coverage to the other party under the Builder's Risk Program without the prior written consent of Macerich, CRA, RES or the City, as applicable.

(b) *Insureds.* Macerich, CRA, RES, and Future Developers will be listed as insureds on the Builder's Risk Program with the unrestricted ability to make claims thereunder. All RES contractors and subcontractors of all tiers will be listed as additional insureds, but only as their interests may appear. The City shall also be named as a "loss payee" under the Builder's Risk Program with coverage derivative of the coverage provided to CRA to the extent such coverage is commercially available.

(c) *Dedicated Sublimits.* There will be no dedicated sublimits under the Builder's Risk Program.

(d) *Term.* Upon completion of development for each phase of construction on the Property, as evidenced by issuance of Certificates of Occupancy for all buildings and structures on such phase, the entire phase (including vertical and horizontal improvements) will be removed from coverage under the Builder's Risk Program. As of the date hereof, it is anticipated that the phases of development to be insured under the Builder's Risk Program will roughly coincide with the boundaries of each Cell. Upon Remedial Construction Completion, the Builder's Risk Program shall be concluded and each respective owner of any portion of the Property shall maintain a property policy with respect to its owned property. CRA shall maintain a property policy (including earthquake coverage) with respect to the installed Remedial Systems, offsite improvements and sub-foundation systems owned by CRA or the City in perpetuity, and such costs shall be paid by and through CFD #1.

4.06. Builder's Risk Program Cost. The annual cost of the Builder's Risk Program will be calculated based upon project construction values (based upon good faith estimates from each of Macerich, CRA and the Future Developers, as applicable) multiplied by the annual rate set

forth in the Builder's Risk Program.¹ Each party shall pay its portion of the total premium cost of such projected values calculated on the basis of the applicable rate for such work ("Builder's Risk Program Premium Payment"), so as to ensure that the Builder's Risk Program Premium Payment reflects the actual anticipated construction exposures attributable to the horizontal and vertical construction anticipated to be performed by RES, Macerich and the Future Developers, as applicable. The Builder's Risk Program Premium Payment will be payable directly by each party to Broker, or at CRA's discretion, by and through CFD#1 via special assessments to such party. Upon receipt of Certificates of Occupancy for all vertical buildings or structures on Cell 2 of the Property (and for each subsequent construction phase), the final premium may be subject to an audit by the carrier and subject to the policy requirements of (i) the actual construction values completed and (ii) the actual construction term utilized. Subject to the policy terms and conditions, based on the audit, any excess premium paid by any party will be returned to such over-paying party and any additional premium due from any party will be charged to and paid by such applicable party. Notwithstanding the foregoing, CRA shall pay its portion of the Builder's Risk Program Premium Payment attributable to the CRA work on Cell 2 of the Property necessary to satisfy CRA's obligations under the MOU upon binding of the Builder's Risk Program. In the event that any deposit premium in excess of such amount is due at inception of the Builder's Risk Program, such premium shall be paid by Macerich as an advance on its portion of the Builder's Risk Program Premium Payment.

ARTICLE V MISCELLANEOUS DEVELOPMENT INSURANCE PROGRAMS PROVISIONS

5.01. Material Changes to Building Protection Systems. In the event there are material changes to the Building Protection System design currently approved by Macerich and DTSC, the amounts and types of insurance required hereunder shall be reviewed and mutually agreed upon by Macerich and CRA. Further, if new material information becomes available about the Property or existing environmental conditions thereon, Macerich and CRA shall review the adequacy of the insurance requirements provided herein and shall mutually agree on whether any changes to the insurance requirements are required.

5.02. Obligation to Maintain and Reinstate Limits. Subject to market availability and upon commercially reasonable terms, CRA and Macerich shall each reinstate their reserved limits under the Development PLL and Development PLL Renewal in the event that either party's limit is eroded by more than fifty percent (50%) from the time of policy inception, which reinstatement shall be at such party's sole cost and expense. Subject to market availability and upon commercially reasonable terms, CRA and Macerich shall reinstate the limits of the Development CPL/PLI, Development CPL/PLI Renewal GL Program and Builder's Risk Program in the event that the aggregate limit of liability available in each of the Development CPL/PLI, Development CPL/PLI Renewal, GL Program or Builder's Risk Program is eroded by more than fifty percent (50%) from the time of such policy's inception and such limits are not automatically reinstated in accordance with the policy terms. The cost of such reinstatement shall be allocated on the same basis in which the Development CPL/PLI premium, GL Program

¹ In the event that "Delay in Start Up" cover extension is purchased, "project construction values" will be replaced by "delay in start up values" in the calculation of the Builder's Risk Program cost and will be subject to a different annual rate.

Premium Payment and Builder's Risk Program Premium Payment, as applicable, are payable; provided, however, in the event that the CRA Insured Parties or the Macerich Insured Parties are expressly allocated a portion of liability in excess of CRA or Macerich's GL Program Premium Payment or Builder's Risk Premium Payment, as applicable, through one or more finally adjudicated or settled claims under the GL Program or Builder's Risk Program (each, a "Claim Allocation") then the costs of limit reinstatement, including without limitation, premiums, surplus lines tax and brokerage fees, shall be borne in proportion to the Claim Allocation.

5.03. Notice of Cancellation and Endorsements. All Development Insurance Programs shall grant each of CRA and Macerich prior written notice and approval of any policy cancellation and a right to cure any default by any insured other than the defaulting insured. Each of CRA's and Macerich's approval, as applicable, shall be required for any new endorsements or amendments to the Development Insurance Programs that limit or impair such party's coverage in any manner.

5.04. Pre-Approval of Future Developer Endorsements. CRA and Macerich hereby agree that the addition of any Future Developers to any of the Development Insurance Programs is approved in accordance with the terms hereof.

5.05. Broker of Record. Any change of the Broker of record for any of the Development Insurance Programs shall require the prior written consent of CRA and Macerich.

5.06. RES's Status on Development Insurance Programs. The parties hereto agree that except with respect to the OPPI, RES shall be given the same status as CRA under all Development Insurance Programs.

5.07. Pile Fabrication. The fabrication and installation of the piles at Cell 2 of the Property and design of the Foundation Systems (as such term is defined in the MOU) shall be conducted by RES and insured under the Development CPL/PLI. Design of the piles at Cell 2 of the Property shall be conducted by Macerich and insured under the OPPI.

ARTICLE VI CLAIMS ADMINISTRATION

6.01. Reporting Responsibilities. Prior to delivering notice to the applicable insurer under any Development Insurance Program, CRA (together with RES) and Macerich shall each notify the other party in writing of any event that could be deemed a claim under any of the Development Insurance Programs. Such notice will be provided to the risk manager of Macerich and the project manager of RES. Each of CRA (together with RES) and Macerich are responsible for coordinating notice of claims or potential claims with Broker relating to their work and the work performed on their behalf by their respective contractors and subcontractors. Except in the case of an emergency or circumstances that could materially prejudice coverage, any such notification shall be subject to the review and input of the non-discovering party.

6.02. Providing Timely Data. CRA (together with RES) and Macerich shall each promptly share all engineering reports, environmental reports, testing results, regulatory correspondences and notifications related to claims filed or notices of potential claims made under the Development Insurance Programs with the other parties, and shall cause its

contractors, subcontractors and agents to do the same.

6.03. Joint Defense.

(a) CRA (together with RES) and Macerich shall defend any action or actions filed solely against such party or its respective contractors and subcontractors in connection with any claims or liabilities covered under the Development Insurance Programs and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith. Each of CRA (together with RES) and Macerich shall coordinate its counsel selection with the applicable insurance carrier providing coverage under the applicable Development Insurance Program. Notwithstanding the foregoing, in the event that any claims or liabilities contain an allegation of injury, damage or loss caused by the negligent, reckless or willful acts or omissions of both:

(i) Macerich or any of Macerich's contractors, subcontractors or agents insured under the Development Insurance Programs (collectively, the "**Macerich Insured Parties**"); and

(ii) CRA or RES, the City, or any of their respective contractors, subcontractors or agents insured under the Development Insurance Programs (collectively, the "**CRA Insured Parties**"),

then such claims shall be defended on a "joint defense" basis (each, a "**Joint Defense Claim**"). The CRA Insured Parties together with the Macerich Insured Parties are hereinafter referred to as "**Joint Defendants**". Any Joint Defense Claim brought under the Development PLL or Development CPL/PLI shall be defended by CRA (together with RES) on behalf of all Joint Defendants, or at CRA's election, by Macerich. Any Joint Defense Claim brought under the GL Program or OPPI shall be defended by Macerich on behalf of all Joint Defendants, or at Macerich's election, by CRA (together with RES). Notwithstanding the foregoing, any Joint Defendant may, in such party's sole discretion, elect to retain its own counsel at its sole cost and expense. Any counsel selected for any Joint Defense Claim shall be subject to the review and approval of the applicable insurance carrier providing coverage under the applicable Development Insurance Program.

(b) The aggregate out-of-pocket costs of defending any Joint Defense Claim shall be shared forty (40%) by Macerich and sixty percent (60%) by CRA. CRA reserves the right to seek reimbursement for any cost incurred by CRA from RES or its subcontractors and Macerich reserves the right to seek reimbursement for any cost incurred by Macerich from its subcontractors.

6.04. Order of Priority. As further set forth herein, the Development Insurance Programs shall be utilized and allocated in the following order of priority:

(a) *Property Damage:* the Builder's Risk Program shall be primary with respect to all property damage to the insured project at, on or under the Property during the term thereof, followed by the GL Program (excess and difference in conditions/difference in limits) and then the Development CPL/PLI (excess and difference in conditions/difference in limits);

provided, however, that the Development PLL shall be primary over the Development CPL/PLI for any of Macerich's and CRA's property damage losses that may be covered thereunder.

(b) *Bodily Injury*: the GL Program shall be primary with respect to all third party bodily injury losses at, on or under the Property during the term thereof, including affirmative coverage for concussive risk (unless Workers Compensation first applies), followed by the Development CPL/PLI (excess and difference in conditions/difference in limits); provided, however, that the Development PLL shall be primary over the Development CPL/PLI for any of Macerich's and CRA's bodily injury losses that may be covered thereunder.

(c) Notwithstanding anything to the contrary in Section 6.04(a) and (b) above, the terms of each Development Insurance Program shall govern the order of priority. In addition, to the extent any claim may be brought under more than one of the Development Insurance Programs, such claim will be brought under each such applicable Development Insurance Program.

6.05. Exception Approval. If either CRA or Macerich requests that a contractor or subcontractor of any tier be excluded from the GL Program the party requesting such exclusion shall be obligated to collect the excluded party's insurance certificates in a manner that provides additional insured status to the non-requesting party in amounts and terms reasonably acceptable to such non-requesting party and to deliver the same to the non-requesting party and Broker. If Broker determines that a contractor or subcontractor of any tier is not eligible to enroll in the GL Program and/or Builder's Risk Program, the Broker shall collect the excluded party's insurance certificates (in accordance with the minimum requirements established in the OCIP manual applicable to such work) and deliver the same to CRA and Macerich respectively.

6.06. Waiver of Subrogation. CRA and Macerich agree that the Development Insurance Programs are intended to be and shall be primary, and CRA, RES and Macerich shall each waive subrogation against all parties' practice policies with respect to matters or perils covered by the Development Insurance Programs.

ARTICLE VII PAYMENT OF SELF INSURED RETENTION

7.01. SIR for Multiple Party Claims. If any of the Macerich Insured Parties and any of the CRA Insured Parties are named together as defendants in any lawsuit or are otherwise joint parties to a claim under any of the Development Insurance Programs, the SIR under such insurance program will be shared as follows: forty percent (40%) by Macerich and sixty percent (60%) by CRA. CRA reserves the right to seek reimbursement for any cost incurred by CRA from RES or their subcontractors and Macerich reserves such right of reimbursement against its subcontractors.

7.02. SIR for Single Party Claims. If only Macerich Insured Parties are named in a lawsuit or are the subjects of a claim under any of the Development Insurance Programs, Macerich shall pay the applicable SIR in full. If only CRA Insured Parties are named in a lawsuit or are the subjects of a claim under any of the Development Insurance Programs, CRA shall pay the applicable SIR in full. If at any time the non-named party (a Macerich Insured

Party or a CRA Insured Party, as applicable) is interpleaded or joined into such lawsuit or becomes the subject of a claim, then the added party will reimburse the first named party so that the SIR applicable to such claim will be paid forty (40%) by Macerich and sixty percent (60%) by CRA. CRA reserves the right to seek reimbursement for any cost incurred by CRA from RES or their subcontractors and Macerich reserves such right of reimbursement against its subcontractors.

ARTICLE VIII TERM

8.01. Term. This Agreement shall commence on the Effective Date and remain in effect throughout the term of the Development Insurance Programs.

ARTICLE IX REPRESENTATION AND WARRANTIES

9.01. Representations and Warranties of Macerich. Macerich hereby represents and warrants to CRA that this Agreement constitutes a validly authorized and binding obligation of Macerich enforceable in accordance with its terms. Macerich further represents that it is duly organized and validly existing and in good standing under the laws of its formation and has full power and authority to enter into this Agreement, to execute, deliver and perform its obligations hereunder. The execution, delivery, and performance by Macerich has been duly authorized by all requisite action by Macerich.

9.02. Representations and Warranties of CRA. CRA hereby represents and warrants to Macerich that this Agreement constitutes a validly authorized and binding obligation of CRA enforceable in accordance with its terms. CRA further represents that it is duly organized and validly existing and in good standing under the laws of its formation and has full power and authority to enter into this Agreement, to execute, deliver and perform its obligations hereunder. The execution, delivery, and performance by CRA has been duly authorized by all requisite action by CRA.

9.03. Timely Responses. The parties hereto shall respond to each other party's inquiries and requests in a timely manner (taking into account the nature of the inquiry/request) in the performance of such party's obligations under this Agreement.

ARTICLE X DEFAULT AND DISPUTES

10.01. Default. If either party breaches or defaults on its non-monetary obligations of this Agreement, such breaching or defaulting party shall have thirty (30) days after notice thereof by the non-breaching party to cure such default or breach; provided that if such default or breach reasonably requires longer than thirty (30) days to cure, upon the prior written consent of the non-defaulting party (which consent shall not be unreasonably withheld), the defaulting or breaching party shall be permitted additional time to cure such default, so long as the breaching party commences a cure within such time and diligently and continuously prosecutes the cure of the breach or default to completion within ninety (90) days of the date that the cure first commenced. If either party breaches or defaults on its monetary obligations of this Agreement,

such breaching or defaulting party shall have ten (10) business days after notice thereof by the non-breaching party to cure such default or breach. After expiration of such notice, cure periods and, where applicable, extensions, such default shall be deemed an “**Event of Default**” hereunder.

10.02. Remedies.

(a) During the occurrence and continuance of an Event of Default the non-defaulting party may (i) fund any third party costs required under the Development Insurance Programs or (ii) take affirmative action to cure such Event of Default to preserve the non-defaulting party’s coverage under the Insurance Programs and recover actual out-of-pocket expenses for such cure.

(b) In addition to any other rights or remedies provided herein, either party may take any and all legal action, in law or in equity, to cure, correct or remedy any Event of Default, to recover damages for any Event of Default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement, all of which are expressly reserved hereunder.

10.03. Dispute Resolution. Disputes arising under this Agreement shall be resolved as follows:

(a) Prevention of Claims/Meet and Confer. The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this Agreement. The parties agree to attempt to identify and discuss in advance in good faith any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face or immediate telephonic discussion of the matter within five (5) calendar days of the initial request. Notwithstanding the foregoing, the failure of any party to meet and confer as provided herein shall not impair the exercise of remedies available at law or in equity for any Event of Default hereunder.

(b) Attorney’s Fees. The prevailing party in a dispute arising under this Agreement shall be entitled to attorneys’ fees, interest, costs and expenses of dispute resolution up to a maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000); provided, however, in the event that any final decision establishes that the breach of this Agreement was the result of any party’s fraud or willful misconduct, the Two Hundred Fifty Thousand-Dollar (\$250,000) limitation on recovery of costs and expenses shall not apply.

(c) Survival. This Section 10.03 shall expressly survive the expiration or earlier termination of this Agreement.

ARTICLE XI
GENERAL PROVISIONS

11.01. Relationship. Macerich and CRA shall not be construed as joint venturers or general partners of each other and neither shall have the power to bind or obligate the other party except as set forth in this Agreement.

11.02. Assignment. This Agreement is not assignable by either party hereto without prior written consent of the other party, which consent shall be at the sole discretion of such non-requesting party; provided, however, that CRA may assign all of its obligations under this Agreement to RES pursuant to and as contemplated by the CRA/RES Development Agreement.

11.03. Benefits and Obligations. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns including any successor or reconstituted municipal entity succeeding CRA.

11.04. Notices. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if sent by: (a) electronic mail and regular mail; or (b) overnight express mail, charges prepaid. Notices so sent shall be deemed effective one (1) business day after mailing or the same day as sent for electronic delivery. For purposes of notice, the addresses of the parties shall be:

For CRA:

John S. Raymond
Director of Community Development
City of Carson, California
701 E. Carson Street
Carson, CA 90745
Telephone: (310) 952-1773
Email: jraymond@carson.ca.us

with a copy to:

Stuart L. Miner
Principal
RE | Solutions, LLC
2880 Bryant Street
Denver, CO 80212
Telephone: (303) 945-3017

Email: stuart@resolutionsdev.com

Curtis B. Toll, Esq.
Greenberg Traurig, LLP
2700 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
Telephone: (215) 988-7804
Email: tollc@gtlaw.com

Sunny K. Soltani, Esq.
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Telephone: (949) 223-1170
Email: ssoltani@awattorneys.com

For Macerich:

CAM-Carson LLC
c/o The Macerich Company
401 Wilshire Blvd, Suite 700
Santa Monica, California 90401
Attention: Chief Legal Officer

With a copy to:

Manatt, Phelps & Phillips, LLP
11355 West Olympic Boulevard
Los Angeles, California 90064
Attention: Tom Muller, Esq.

11.05. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification, amendment or interpretation hereof shall be binding unless in writing and signed by both parties. The insurance requirements set forth on Exhibit H attached to the MOU will be deleted in their entirety and replaced with this Agreement.

11.06. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.07. Applicable Law. This Agreement shall be construed and enforced in accordance

with the internal laws of the State of California without regard to conflict of law principles.

11.08. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures transmitted electronically shall be deemed originals for all purposes of this Agreement.

11.09. No Waiver. No failure by CRA or Macerich to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy in the event of a breach hereunder, and no acceptance of any funds from RES or CRA during the continuance of any such breach, shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition.

11.10. Waiver of Consequential Damages. As material consideration for each party's agreement to enter into this Agreement, each party expressly waives the remedies of consequential damages and lost profits on account of the other party's default under this Agreement. Subject to the express provisions of this Agreement, the foregoing waiver shall not limit a party's right to seek and obtain direct damages as a result of any Event of Default under this Agreement.

11.11. Time of Essence. Time is of the essence in the performance of each and every provision of this Agreement.

11.12. Approval by CRA. Unless otherwise expressly noted herein, "approval by CRA" or similar phrase shall mean the approval of the Executive Director of CRA.

11.13. Incorporation of Exhibits. Exhibits A-1, A-2, A-2, and A-3 are incorporated herein and made a part of this Agreement by this reference.

[SIGNATURE PAGES FOLLOW]

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

**CARSON RECLAMATION
AUTHORITY:**

By: _____

Name: _____

Title: _____

Date: _____

CAM-CARSON, LLC:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP,
Legal Counsel for Carson
Reclamation Authority

By: _____
Sunny K. Soltani

Exhibit A-1

Site Map of the Property



Exhibit A-2

Designation of Parcels
Vertical Lot Subdivision

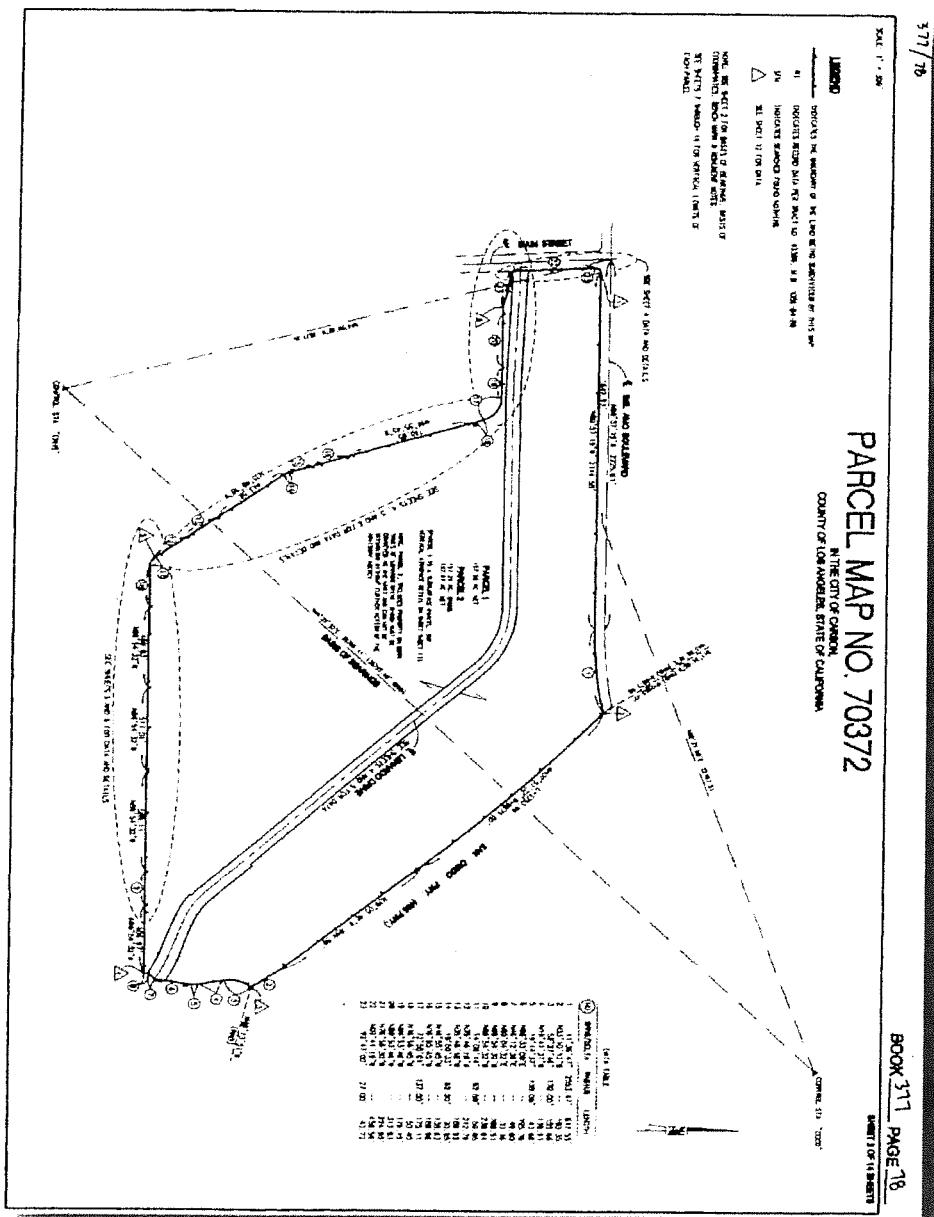


Exhibit A-2 (cont'd)
Designation of Parcels
Vertical Lot Subdivision

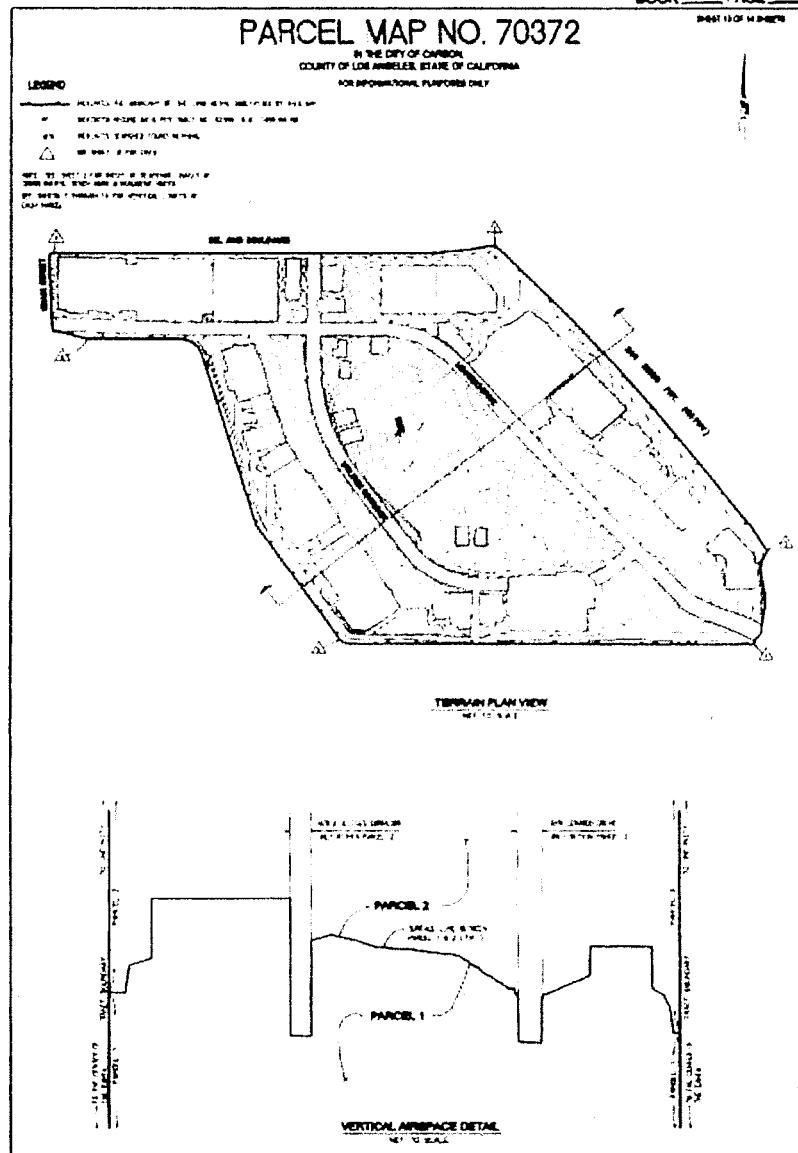


Exhibit A-3

Cell Boundaries and Land Use Descriptions

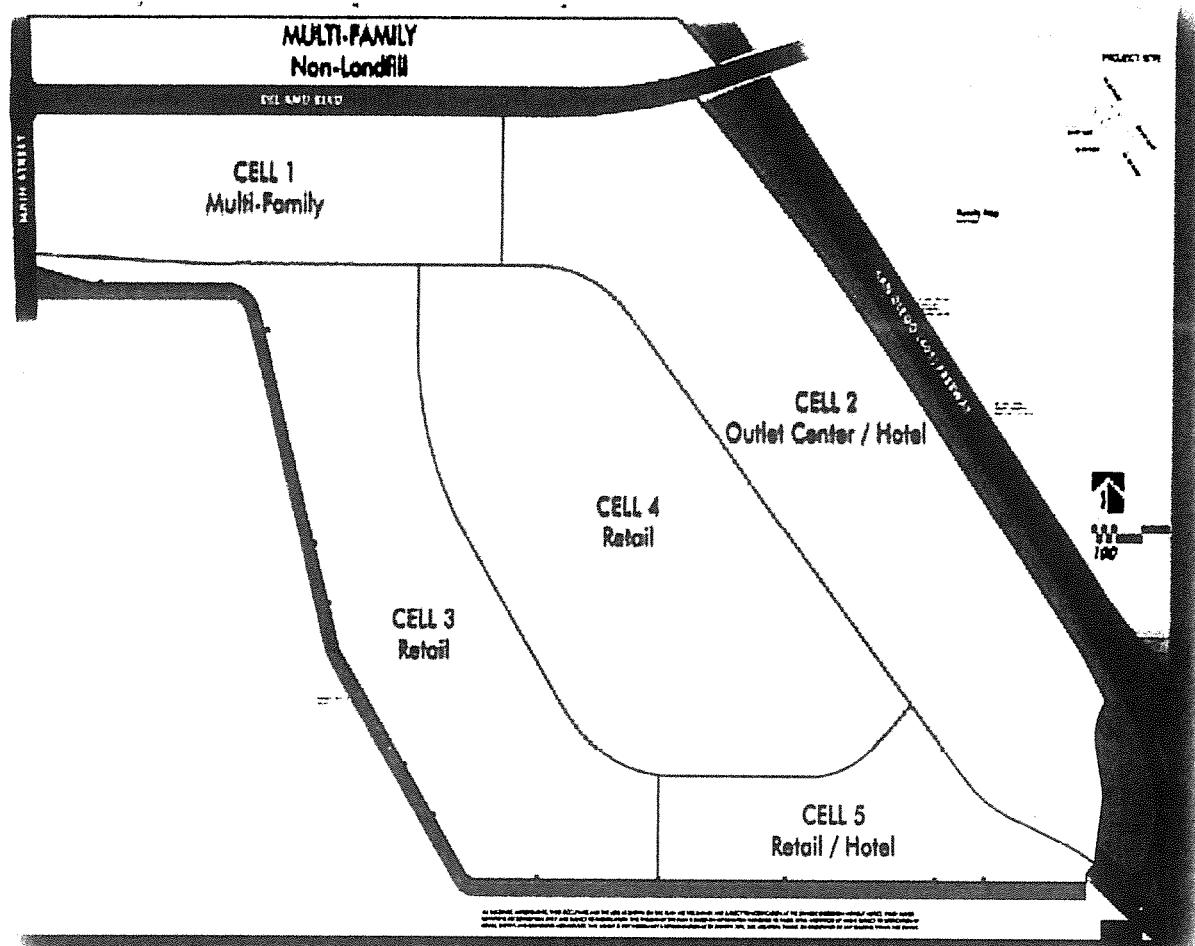


Exhibit B

Development PLL Limit of Liability Endorsement

Effective date of this Endorsement: 31st December 2017

This Endorsement is attached to and forms a part of Policy Number: B0901EK1702322000
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LIMIT OF LIABILITY AMENDATORY ENDORSEMENT MACERICH RESERVED PROGRAM SUBLIMIT

This endorsement modifies insurance provided under the following: **BEAZLEY**

ECLIPSE

In consideration of the premium charged for the Policy, it is hereby understood, agreed and acknowledged among the **Named Insureds**, the Underwriters of this Policy and the Insurers of the **Excess Policies** that:

1. Item 3. of the Declarations shall be amended to include the following:

- (c) Macerich Reserved Program Sublimit

USD 50,000,000 Aggregate for the **Policy Period** – includes **Claims Expenses**

2. Clause **VII. LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:

- A. The Limit of Liability stated in Item 3.(a) of the Declarations for Each **Pollution Condition** is the limit of the Underwriters' liability for all **Cleanup Costs**, **Damages** and **Claims Expenses** arising out of each **Pollution Condition**.
 - B. The Aggregate for the **Policy Period** stated in Item 3.(b) of the Declarations is the Underwriters combined total **Limit of Liability** for all **Cleanup Costs**, **Damages** and **Claims Expenses** arising out of all **Pollution Conditions**, which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
 - C. The Limit of Liability for the **Extended Reporting Period** shall be part of and not be in addition to the Limit of Liability of the Underwriters for the **Policy Period**.
 - D. The Macerich Reserved Program Sublimit stated in Item 3.(c) of the Declarations shall apply solely to **Damages**, **Claims Expenses** and **Cleanup Costs** incurred by a **Macerich Insured**. Except as set forth below, the Macerich Reserved Program Sublimit shall not apply to or be eroded by any **Insured** other than a **Macerich Insured**. Subject to the foregoing, the Macerich Reserved Program Sublimit stated in Item 3.(c) of the Declarations is included in, is a part of and erodes the Limit of Liability of this Policy and the **Excess Limits of Liability** provided by the **Excess Policies**. The Macerich Reserved Program Sublimit does not increase the Limit of Liability stated in Item 3.(a) and 3.(b) of the Declarations or the **Excess Limits of Liability** provided by the **Excess Policies**. The Limit of Liability stated in Item 3.(a) and 3.(b) of the Declarations shall be available to pay **Cleanup Costs**, **Damages** or **Claims Expenses** incurred by any **Insured** under the terms and conditions of this Policy. In the event that the Limit of Liability stated in Item 3.(a) and Item 3.(b) of the Declarations

are exhausted by payment of **Cleanup Costs, Damages and/or Claims Expenses**, then any unpaid amount remaining in the Macerich Reserved Program Sublimit shall be available by and through the **Excess Policies** under the applicable **Excess Limits of Liability**.

- E. If any **Insured** reports a **Pollution Condition** that commenced prior to the Inception Date stated in Item 2. of the Declarations, then any amounts paid for **Cleanup Costs or Claims Expenses** as a result of such discovery or **Claim** shall be considered incurred by the **CRA Insured** and shall not erode the Macerich Reserved Program Sublimit.
- F. If any **Insured** reports a **Pollution Condition** on, at, under, or migrating from **Cell 2** that first commenced on or after the Inception Date stated in Item 2. of the Declarations, then any amounts paid for **Cleanup Costs or Claims Expenses** as a result of such discovery or **Claim** shall be considered incurred by a **Macerich Insured** and shall first erode the Macerich Reserved Program Sublimit, and then erode any **Excess Limits of Liability** available to a **Macerich Insured**.
- G. If any **Insured** reports a **Claim for Cleanup Costs** made against both a **Macerich Insured** and a **CRA Insured**, which **Claim** results from or arises out of a **Pollution Condition** on, at, under, or migrating from **Cell 2**, and the date on which such **Pollution Condition** first commenced cannot be determined, then in such case, Fifty Percent (50%) of any amounts paid as a result of such **Claim** shall erode the Macerich Reserved Program Sublimit, and the remaining Fifty Percent (50%) shall erode the available Limit of Liability. If either: (i) the Macerich Reserved Program Sublimit is exhausted; or (ii) any Limit of Liability stated in Item 3.(a) and Item 3.(b) of the Declarations or **Excess Limits of Liability** otherwise available to the **CRA Insured(s)** under this Policy have been exhausted, then in such case any amounts paid by the Underwriters as a result of such **Claim** shall erode the available **Excess Limits of Liability** available to any **Insured** that is the subject of such **Claim** whose **Excess Limits of Liability** has not been exhausted.
- H. If any **Insured** reports a **Claim for Damages** that was first made against both a **Macerich Insured** and a **CRA Insured** before March 31, 2019, and the amount or extent of such **Damages or Claims Expenses** as a result of such **Claim** is not attributed solely to either the **CRA Insured** or the **Macerich Insured** by a court, government authority, or other entity adjudicating or overseeing such **Claim** or pursuant to the settlement of any **Claim** made by the Underwriters or any **Insured**, then in such case any amounts paid as a result of such **Claim** shall not erode reduce the Macerich Reserved Program Sublimit, unless the Limit of Liability stated in Item 3.(a) and Item 3.(b) of the Declarations and the **Excess Limits of Liability** other than the Macerich Reserved Program Sublimit have been exhausted, and only in such a case can such amounts erode the Macerich Reserved Program Sublimit can be exhausted for such **Claim**.
- I. If any **Insured** reports a **Claim for Damages** that was first made against both a **Macerich Insured** and a **CRA Insured** on or after March 31, 2019, and the amount or extent of such **Damages or Claims Expenses** as a result of such **Claim** is not attributed solely to either the **CRA Insured** or the **Macerich Insured** by a court, government authority, or other entity adjudicating or overseeing such **Claim**, or pursuant to a settlement of any **Claim** made by the Underwriters or any **Insured**, then in such case Fifty Percent (50%) of any amounts paid as a result of such **Claim** shall erode the Macerich Reserved Program Sublimit, and the remaining Fifty Percent

(50%) shall erode the available Limits of Liability. In the event that either (i) the Macerich Reserved Program Sublimit or (ii) the applicable Limit of Liability stated in Item 3.(a) and Item 3.(b) of the Declarations or the **Excess Limits of Liability** available to the CRA **Insured(s)** has been exhausted, then any amounts paid as a result of such **Claim** shall erode the **Excess Limits of Liability** available to any **Insured** that is the subject of the **Claim**.

J. With respect to Tetra Tech, Inc., the total coverage amount available for the payment of all **Cleanup Costs, Damages and Claims Expenses** under both (i) the Limit of Liability stated in Item 3.(a) and Item 3.(b) of the Declarations of the Policy and (ii) the **Excess Limits of Liability** shall be sublimited to USO 100,000,000 for each **Pollution Condition** inclusive of **Claims Expenses** and USO 100,000,000 in the Aggregate for the **Policy Period** inclusive of **Claims Expenses**. Any amounts paid by Underwriters on behalf of Tetra Tech, Inc. under the Policy shall be a part of, and not in addition to, the Limit of Liability stated in Item 3.(a) and 3.(b) of the Declarations and the **Excess Limits of Liability** provided by and through the **Excess Policies**. This clause does not increase the Limit of Liability stated in Item 3.(a) and 3.(b) of the Declarations or by and through the **Excess Policies**.

3. Clause **III. DEFINITIONS** is amended to include the following:

"Cell 2" means an area of approximately 46.33 acres within the **Covered Location** located directly southwest of the 405 Freeway along the eastern side of the **Covered Location**, bounded to the north by Del Amo Boulevard., the west by "Cell 1", the east by the 405 Freeway, and the south by Lenardo Drive all as depicted on the Site Plan Map included in Appendix B.

"Excess Limits of Liability" means the available limits of liability of all policies in excess of this Policy that name this Policy as underlying primary insurance. Excess Limits of Liability does not include or increase the Limit of Liability available under this Policy as set forth in Item 3 of the Declarations and Section VII., A and B of this Policy.

"Excess Policies" means those insurance policies that name this Policy as underlying primary insurance.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

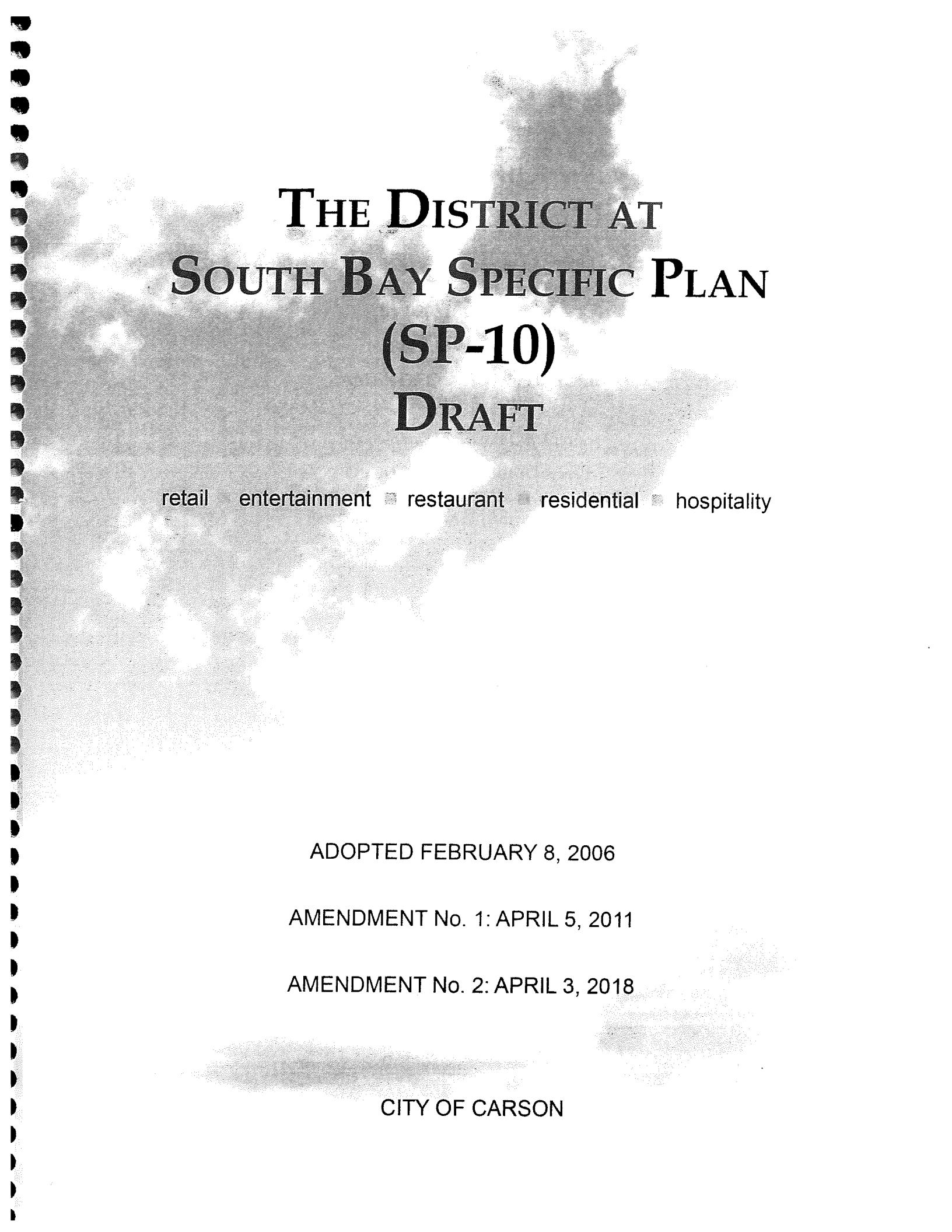
EXHIBIT "N"

PROHIBITED USES

Adult Businesses
Bail bonds
Check cashing services, payday loan services and deferred deposit
Convenience store other than upscale convenience store
Firework stands
Thrift store, pawn shop, salvation army type store, "army surplus" or "second hand store" other than upscale pre-owned clothing and accessories
Dollar Stores such as "Family Dollar", "Big Lots", "Dollar General", "Dollar Tree", "99 Cent Store", "Dollar Days", or "dd's Discounts".
Manufacturing

EXHIBIT "O"

SPECIFIC PLAN



THE DISTRICT AT SOUTH BAY SPECIFIC PLAN (SP-10) DRAFT

retail entertainment restaurant residential hospitality

ADOPTED FEBRUARY 8, 2006

AMENDMENT No. 1: APRIL 5, 2011

AMENDMENT No. 2: APRIL 3, 2018

CITY OF CARSON

THE DISTRICT AT SOUTH BAY SPECIFIC PLAN

FORMERLY CARSON MARKETPLACE SPECIFIC PLAN (2006) AND THE BOULEVARDS
AT SOUTH BAY SPECIFIC PLAN
(PER 2011 AMENDMENT)

FEBRUARY 8, 2006

AMENDED APRIL 5, 2011 and
APRIL 3, 2018

Adopted by the Carson City Council

Ordinance No. 06-1341 (Original)
Ordinance No. 11-1469 (Amendment No. 1)
Resolution No. 18-2621 (Amendment No. 2)

Prepared for:

City of Carson

2011 Amendment Prepared by:

The Planning Center
1580 Metro Drive
Costa Mesa, CA 92626
(714) 966-9220



2018 Amendment Prepared by:

RE | Solutions, LLC
1525 Raleigh Street, Suite 240
Denver, CO 80204
(303) 854-9807



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1. INTRODUCTION

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1.0 INTRODUCTION

1.1 Purpose and Background

The Carson Marketplace Specific Plan was adopted by the City in 2006 and amended in 2011. At the time of the 2011 amendment, it was renamed the Boulevards at South Bay Specific Plan. The Carson Marketplace Specific Plan as amended and renamed the Boulevards at South Bay Specific Plan (collectively referred to as the “Original Specific Plan”), governs development within a 168-acre parcel within the City of Carson (the “Specific Plan area”).¹ The Original Specific Plan is being amended by the City of Carson (“City”) to update the development standards and guidelines and to establish new regulations for future development for a 157-acre portion of the Specific Plan area located south of Del Amo Boulevard, which was formerly a landfill. All references in this document to “The District at South Bay Specific Plan” or the “Specific Plan” shall be deemed to refer to the Original Specific Plan as amended by the 2018 amendment (“2018 Amendment”) thereto.

The Specific Plan, as amended by the 2018 Amendment, establishes the elements, character, location, and implementation strategy for future development at the 168-acre Project Site. The purpose is to implement the vision for urban infill and the reuse and recycling of land through the establishment of land uses, design criteria, development regulations, infrastructure plans and implementation procedures that will guide development in an orderly fashion, consistent with City policies and procedures. The intent is also to implement and provide consistency with the goals, objectives and policies of the City of Carson General Plan. This Specific Plan is forward thinking in that it allows some degree of flexibility in its implementation to accommodate the inevitable changes in economic

PROJECT BACKGROUND: A BRIEF HISTORY OF CARSON

Although the City of Carson has a long and colorful history that dates back to the actual founding of California, it is a very young community in terms of its age as an independent city. Carson was incorporated as a city in 1968. Compare that to Carson’s neighbor to the east, Long Beach, which incorporated almost a century earlier in 1888, or to its neighbor to the west, Torrance, which became a city in 1921. In those intervening years, the area that is now Carson remained an unincorporated portion of Los Angeles County, and as a result, the young City of Carson is still struggling to overcome the penalties that came with delaying its incorporation.

In politics, there is an acronym, “N.I.M.B.Y.”, which is short for “not in my back yard.” People realize that society needs facilities such as garbage dumps, auto dismantling centers and waste treatment plants, but when it comes time to build them, no one wants them in their own back yard. So when such essential facilities were needed in the South Bay, the incorporated cities such as Torrance and Redondo Beach had the political clout to resist the location of such controversial projects within their city borders. Since Carson was an unincorporated area for so long, with little political representation, it often ended up as the dumping ground (both literally and figuratively) of its neighbors. By the time Carson finally incorporated as a city in 1968,

its landscape was pockmarked with dozens of refuse dumps, landfills, and auto dismantling plants that none of its neighbors would have in their own cities (source: Growing Pains of a Young City, <http://ci.carson.ca.us/AboutCarson/growingpains.aspx>)

As California has grown, planners, conservationists and those concerned with public health have decried urban sprawl and its social and environmental costs, and developers have gone into the hinterlands in search of cheap land where hours-long commutes from these bedroom communities to jobs are commonplace. This type of development typically has high municipal costs and it usually precedes commercial development that can generate enough taxes for City coffers to pay for the infrastructure and services to support these edge communities.

Sprawl has forced our society to look long and hard at reclaiming the underutilized urban landscape. Everyone from the United States Environmental Protection Agency to the California Center for Land Recycling now understands that our society, to become more sustainable, needs to facilitate and support urban infill types of development where existing infrastructure, strong employment base and community support services are already in place. The District at South Bay represents such an opportunity to reclaim a 157-acre landfill and replace what once was a trash dump with the vibrancy of life.

1. Although the Specific Plan applies to the entire 168 acres of the Specific Plan area, the 11 acres north of Del Amo Boulevard has received planning approvals required for development of 300 units of multifamily housing. Nothing in this Specific Plan amendment restricts the previously approved entitlements for development of the 300 units of multifamily housing.

conditions, market dynamics and technological advances that occur over time.

The Original Specific Plan divided the Specific Plan area into three Development Districts. Development Districts 1 and 2 are located on the 157-acre former landfill site which is located south of Del Amo Boulevard, and will require complex engineering techniques and associated expenditures to develop safely and in accordance with state and federal regulations. Development Districts 1 and 2 have been further divided into planning areas referred to in this Specific Plan as Planning Areas 1, 2 and 3, as further depicted on Figures 3.3a and 3.3b. The existing Development District 3 (DD3) is comprised of approximately 11 acres of land north of Del Amo Boulevard on land that is not within the boundaries of the former landfill site. In July 2017, a 300-unit residential development was approved for DD3. The Specific Plan will continue to apply to DD3.

The 2018 Amendment will be adopted by resolution and will continue to implement the existing SP-10 zoning for the Project Site. Going beyond the guidance typically found in a zoning ordinance, however, the Specific Plan provides applicants, City staff, the public and decision makers with information on the project's background, overall intent, design standards and guidelines to facilitate the project's review and implementation.

1.2 Project Overview

The District at South Bay is a prime example of what can be done in the effort to recycle and reclaim urban land. What was once a landfill and blight on the neighboring community has the opportunity to become a shining example of civic pride and environmental technology with the construction of a mixed-use community of residential, retail, commercial and hospitality uses that will bring residents and tax generation back to a site that never could have imagined such a bright future.

Table 1.1
Land Use Comparison

Land Use	The Boulevards at South Bay	The District at South Bay
Commercial ¹	1,995,195 SF	1,834,833 SF ²
Residential	1,550 Units	1,550 Units
Hotel ³	300 Rooms	350 Rooms

The Specific Plan provides development standards and guidelines that allow for a potential mix of approximately 1.83 million square feet of commercial, including 350 hotel rooms located in two hotels, and up to 1,550 residential units. Section 4.0 presents a land use illustrative that demonstrates a potential project

1. The 2018 Amendment establishes development standards and guidelines to reduce the amount of commercial development approved under the Original Specific Plan from 1.99 million to 1.83 million square feet. This number includes the square footage of both hotels, which are also separated out below and together can include 350 hotel rooms.
2. Unless otherwise specified in this Specific Plan, square footage shall be calculated using Gross Building Area (GBA). GBA shall include the sum of the horizontal areas of all floors within a building measured from the exterior faces of exterior walls or from the centerline of party walls separating two (2) buildings. The floor area of any ancillary areas within a building with headroom of more than six and one-half (6-1/2) feet shall be included. Ancillary areas within a building with six and one-half (6-1/2) feet of headroom or less, as well as the area of courtyards, areas open to the sky, exterior walkways, exterior landscape areas, covered canopies, trellis structures, and architectural overhangs shall be excluded. For the purpose of computing GBA and required parking area, floor area devoted to parking and maneuvering shall not be included.
3. Hotel square footage is included in commercial square footage shown above.

configuration, and Table 1.1 above compares the Original Specific Plan with the Specific Plan as amended.

1.3 Authority to Prepare Specific Plan

The California Government Code authorizes jurisdictions to adopt specific plans either by resolution as policy, by ordinance as regulation or a combination of both. The Specific Plan is established through the authority granted by the California Government Code, Title 7, Division 1, Chapter 3, Article 8, Sections 65450 through 65457. Both Planning Commission and City Council hearings are required. In either resolution or ordinance form, the Specific Plan and all amendments must be adopted by the Carson City Council.

Upon adoption, this Specific Plan will serve as zoning for the properties involved. It establishes the necessary plans, development standards, regulations, infrastructure requirements, design guidelines, implementation programs and mitigation measures on which subsequent project-related development activities are to be founded. It is intended that local public works projects, design review plans, detailed site plans, grading permits and building permits or any other action requiring ministerial or discretionary approval applicable to this area be carried out in accordance with the intent and specific development standards set forth in this Specific Plan.

Modifications to development plans are anticipated. Minor changes, deviations or modifications to this Specific Plan may be processed pursuant to Section 8.1.5 herein. In addition, the sketches and graphic representations contained in Sections 4 through 7 herein are for conceptual purposes only and are to be used as general visual aids in understanding the basic intent of the guidelines. They are not meant to depict any actual lot or building design, and are therefore subject to change.

1.4 Environmental Clearance

The Original Specific Plan was prepared in accordance with the California Environmental Quality Act (CEQA).¹ The 2018 Amendment was also prepared in accordance with CEQA, and a Supplemental Environmental Impact Report was prepared to analyze the impacts of development of the 157-acre portion of the former landfill component of The District at South Bay pursuant to the 2018 Amendment to the Original Specific Plan. Future development projects that are consistent with this Specific Plan will require neither further environmental documentation nor focused environmental analysis pursuant to CEQA. Subsequent discretionary project approvals required by this Specific Plan, such as general plan amendments, will require appropriate environmental review under CEQA.²

1.5 Section References

Unless otherwise indicated, references to Sections, Tables and Figures in this Specific Plan are to Sections, Tables and Figures contained in this Specific Plan.

1. In 2006, and in accordance with CEQA, the City of Carson Redevelopment Agency, as lead agency, certified a project-level final environmental impact report (FEIR) for the Carson Marketplace Project (SCH No. 2005051059) in connection with development of the Specific Plan area. In 2009, an Addendum to the FEIR was adopted. The 300 unit development on DD3 was analyzed for CEQA purposes using this FEIR.
2. Development of the 300 units of residential on DD3 that has already been entitled will not require further discretionary action or environmental review under CEQA unless otherwise required by law.

1. INTRODUCTION

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2.0 CONTEXT AND CONDITIONS

2.1 Project Site Location and Surrounding Uses

The District at South Bay is proposed for a currently undeveloped site located at 20400 Main Street in the City of Carson in the South Bay area of Los Angeles County. It is located approximately 17 miles south of downtown Los Angeles and approximately 6.5 miles east of the Pacific Ocean. The Specific Plan area, also referred to as the “Project Site,” is comprised of approximately 168 acres located southwest of the San Diego Freeway (I-405), north of the Avalon Boulevard interchange and east of Main Street. The majority of the Project Site, consisting of 157 acres, is located south of Del Amo Boulevard, while the remaining 11 acres are located north of Del Amo Boulevard.

Figure 2.1a depicts the Specific Plan area in its regional and local context, while in Figure 2.1b, an aerial photograph of the Project Site shows the surrounding land uses and adjacent areas.

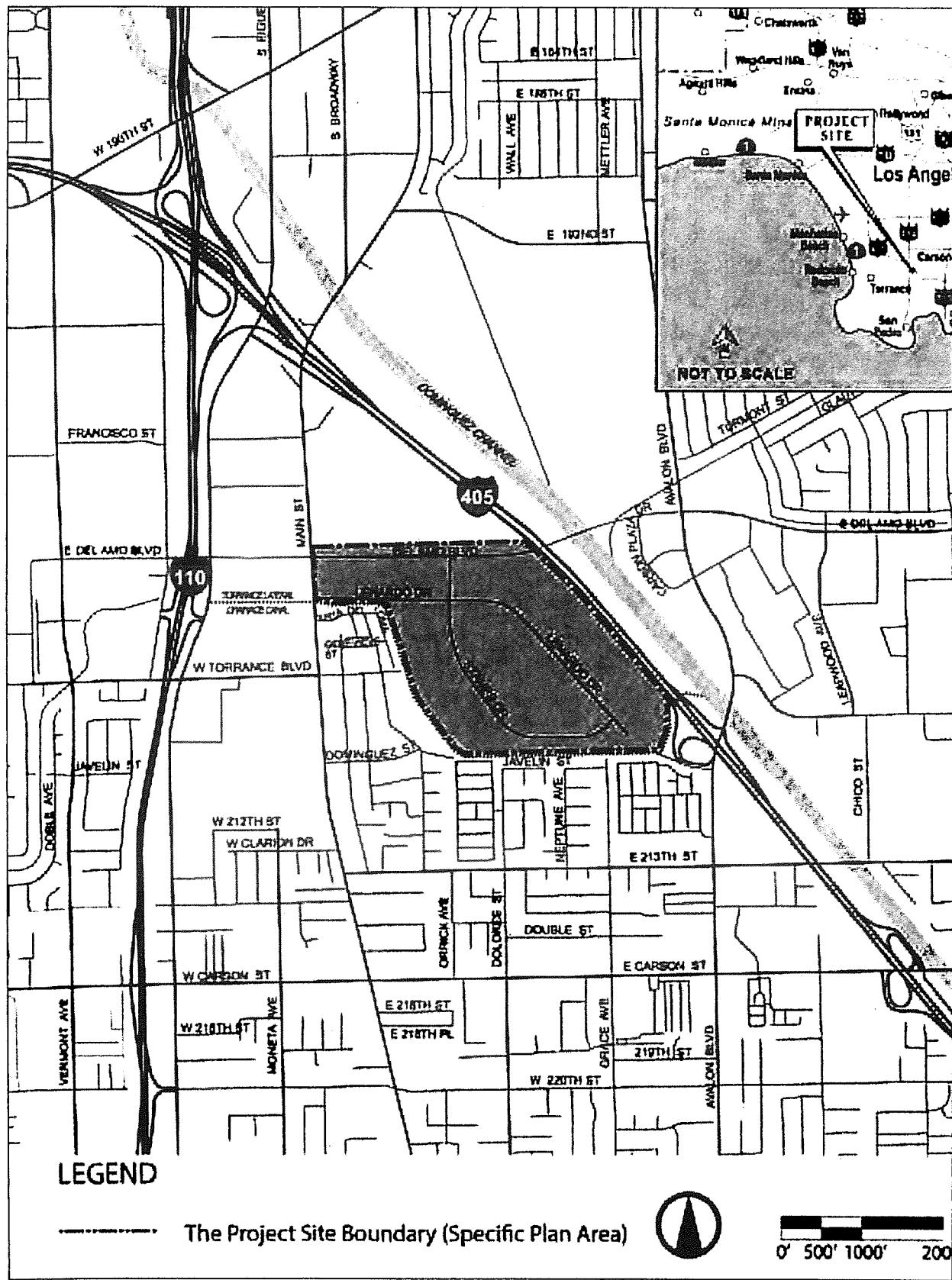
On a local scale, the Project Site is surrounded by multiple uses. East of the I-405 Freeway, land uses include neighborhood and regional retail, most notably the South Bay Pavilion at Carson. To the north and east of the Project Site are the Porsche Experience Center and the Victoria Golf Course, respectively. Residential areas, consisting of one-story and two-story detached residences and mobile homes, are located to the south and west. The residences are separated from the Project Site by the Torrance Lateral Flood Control Channel (Torrance Lateral), a concrete-lined drainage channel which parallels the southern and western border of the Project Site. To the west of the Project Site, extending away from the site on Torrance and Del Amo Boulevards, are commercial and light industrial uses. Further north on the west side of Main Street are light industrial uses, with the StubHub Center and California State University, Dominguez Hills, located northeast of the Project Site.

2.2 Existing Project Site Conditions

The Project Site has been essentially vacant since the closing and covering of the landfill in 1965 with the exception of the remediation-related improvements described in Section 5.3.5. The Project Site is predominantly bare soil that becomes green with nonnative grasses following winter rains and turns brown by summer. The Project Site’s elevation is basically at grade with Del Amo Boulevard to the north and is approximately 20 feet uphill of the I-405 Freeway, which is immediately to the east. It sits approximately 16 feet above the top of the Torrance Lateral and the neighborhoods to the south and west, while it is approximately 8 feet uphill from the Main Street grade elevation to the west.

On-site, the land is relatively flat with elevations varying in a somewhat random pattern between 26 and 50 feet above the invert of the Torrance Lateral. Generally, the Project Site is elevated above existing grades at the edges (except on the north where it abuts Del Amo Boulevard) and generally slopes inward. Due to grading in preparation for the previous development, large amounts of dirt and landfill cap materials have been stockpiled on-site.

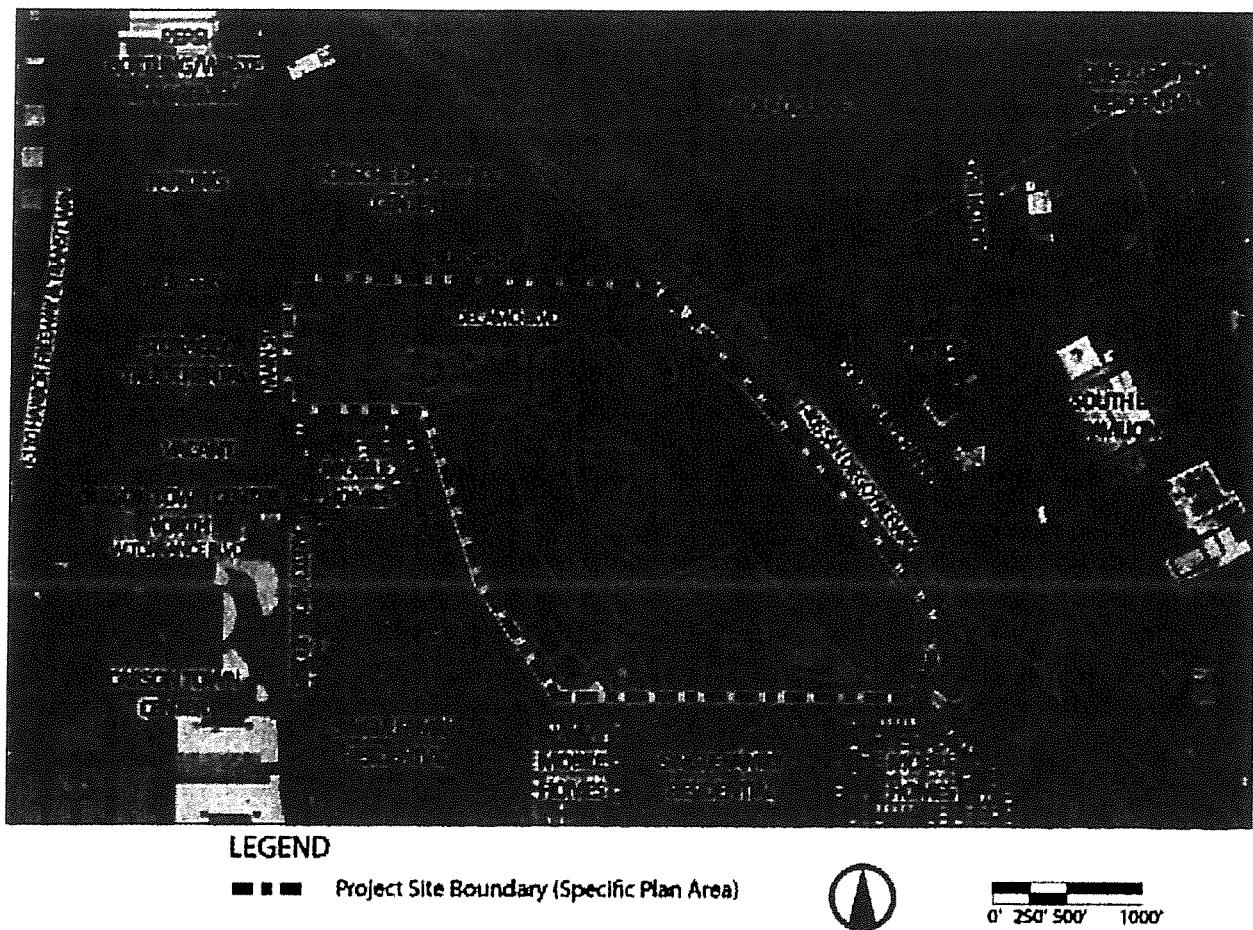
There is an existing street circulation pattern offering single access points to both Del Amo Boulevard and Main Street. The streets are generally located in areas that originally functioned as a haul road system for trash trucks traveling within the landfill, but may also be constructed on non-native soil.



Source: RE|Solutions LLC, 2017

Figure 2.1a Project Site Vicinity

The District at South Bay Specific Plan
April 3, 2018



Source: RE|Solutions LLC, 2017

Figure 2.1b Project Site Aerial

2.3 Existing Land Use Designations

2.3.1 General Plan

In 2006, the Project Site was designated as Mixed Use – Residential in the City's General Plan. The existing land use designation allows for horizontal or vertical retail, commercial, office, and residential mixed uses, but does not require uses to be mixed. Per the City of Carson General Plan, the Mixed Use – Residential land use designation currently allows a maximum of 60 residential dwelling units per acre, which is consistent with this Specific Plan. However, an applicant may request the right to develop residential uses in certain portions of the Project Site at densities of greater than 60 dwelling units per acre, provided that a general plan amendment permitting such increase in density is then or previously approved by the City. A further explanation of this issue is provided in Section 2.4.

2.3.2 Zoning

The area governed by the Specific Plan has been zoned Specific Plan SP-10 since 2006. In 2015, a Stadium Overlay was added to the property through a ballot initiative, in anticipation of the proposed development of the property for a National Football League stadium. Per Section 4, Item B of the Carson Football Stadium Initiative approved by City of Carson voters on April 21, 2015 (Ordinance 15-1555), the “initiative shall not apply, and the Boulevards at South Bay [now The District at South Bay] Specific Plan shall apply” if the Stadium is not developed at the Project Site. As the Project Site has not been chosen as the location for the future stadium, the Stadium Overlay District no longer applies.

2.4 Consistency with the General Plan

State law requires that the Specific Plan be consistent with and demonstrate implementation of the City's General Plan.

The Specific Plan is consistent with and furthers a number of goals and objectives identified in the City's General Plan. Overall, the Project represents a productive reuse of a brownfield site that is compatible with surrounding uses, and offers Carson residents new opportunities for residential, retail, entertainment and employment. The cumulative, 168-acre project features up to 1,550 residential units, with 1,250 permitted in the 157 acres south of Del Amo Boulevard, bringing needed housing to the City and generating a unique mixed-use environment that can serve as a signature project for Carson. The City's General Plan also envisions an expanded commercial base, including encouraging specialty retail development.

The Specific Plan allows for a total of 1,550 units on the 168-acre development site. Consistent with the City of Carson General Plan designation for the Project Site of Mixed Use – Residential, the Specific Plan provides a maximum residential dwelling unit density of 60 dwelling units per acre (du/ac) in Planning Areas (or portions thereof) where residential is allowed and in DD3. Densities above 60 du/ac and up to 80 du/ac are authorized by this Specific Plan only in Planning Area 1 and only upon a General Plan amendment. With respect to DD3, a maximum of 300 dwelling units are permitted under the Specific Plan. Within Planning Area 1 and a portion of Planning Area 2, a maximum of 1,250 units are permitted under the Specific Plan.

A complete analysis of the Specific Plan for consistency with the City of Carson General Plan is provided in Appendix C.

3.0 LAND USE PLAN

3.1 Approach

The Specific Plan provides for a potential mix of approximately 1.83 million square feet of commercial, retail and entertainment uses, including a total of 350 hotel rooms in two hotels, and up to 1,550 residential units. The Land Use Plan (see Figure 3.4a) is designed to accommodate these uses through the creation of three Planning Areas in the areas previously comprising Development Districts 1 and 2, and keeping Development District 3. The Planning Areas remain subject to Mixed-Use Marketplace (MU-M) and Commercial Marketplace (CM) land uses referenced in Table 6.1. DD3 also remains subject to the MU-M designation. The MU-M and CM land use categories allow for a greater variety of land uses and customized development standards. This approach enables The District at South Bay to create a truly unique and vibrant center for the City of Carson.

3.2 Project Objectives

The following is a list of objectives that apply to the development authorized by this Specific Plan.

1. Achieve productive reuse of a large brownfield site by approving a project capable of generating the revenue necessary to pay for and effectuate remediation of the environmental conditions on the project site.
2. Promote the economic well-being of the City by encouraging the diversification and development of its economic base, and assist in creating both short and long-term employment opportunities for the residents of the City.
3. Maximize shopping and entertainment opportunities to serve the population and maintain a sustainable balance of uses by approving a mixed-use project that allows entertainment, retail shopping, restaurants, and residential uses.
4. Provide a diversity of both short term and long-term employment opportunities for local residents by approving a project that will generate substantial construction work opportunities and long-term jobs in the commercial and hospitality industries.
5. Improve the housing stock by approving a project that includes a substantial residential component.
6. Provide a signature/gateway project that contributes to the creation of a vibrant urban core for the City, taking advantage of the site's proximity to the San Diego Freeway.
7. Stimulate private sector investment in the project site by implementing a project that is fiscally sound and capable of financing the construction and maintenance of necessary infrastructure improvements.
8. Develop the project site in a manner that enhances the attractiveness of the City's freeway corridor and the major arterials that adjoin the project site.

9. Increase revenues to the City by approving a Project that provides for a variety of commercial and retail activities with the potential to generate substantial sales- and property-tax revenue.
10. Promote the economic well-being of the project site by approving a project that is attractive to consumers and residents and that would ensure long-term success of the development.
11. Provide hotel rooms to meet an identified market need, and in so doing serve nearby businesses, community activities, and proposed on-site uses.
12. Consistent with other objectives, provide a project design that interfaces with surrounding uses in a manner that provides for a transition between the project and adjacent areas.

3.3 Planning Areas and Development District 3

As shown on Figure 3.3b, three “Planning Areas” have been delineated to describe the different uses planned for Development Districts 1 and 2. Each Planning Area has its own land use designation, allowed uses and development standards. Planning Areas 1, 2, and 3 cover the 157-acre reclaimed landfill, and the Planning Area designations have been utilized to reflect the different uses and design guidelines anticipated in each of the Planning Areas and to reflect changes to internal boundaries as compared to the previous Development Districts 1 and 2. The revised boundaries also correspond more closely to the landfill cells where waste was deposited when the landfill was active. The 11 acres north of Del Amo Boulevard continue to be designated as DD3 in this Specific Plan.

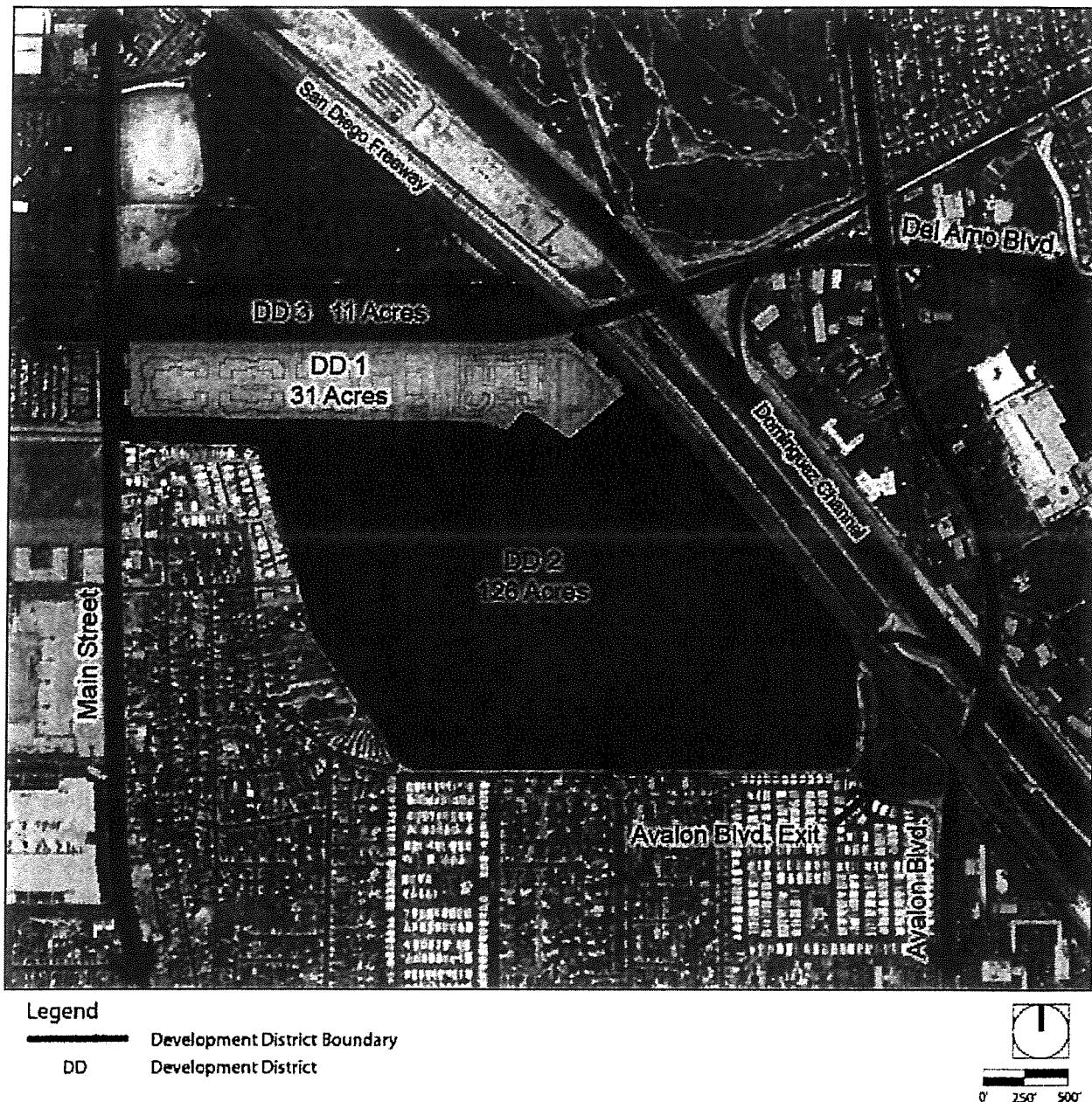
To provide for flexibility, the exact location of uses within an area will be determined during the development review process. The graphics showing the proposed location of buildings are for conceptual purposes to illustrate a likely development plan that can occur within the controls established by the development standards. The following is a brief description of the conceptual uses proposed within the three Planning Areas.

Planning Area 1

Planning Area 1 (PA 1) is approximately 15 acres north of Street A (previously referred to as Lenardo Drive and currently named Stadium Way) and abuts the eastern edge of Main Street and the southern edge of Del Amo Boulevard. PA 1 is designated as Mixed-Use Marketplace (MU-M) and may contain residential properties or, with the approval of an Administrative Permit and CEQA review as applicable, commercial uses. The residential and commercial uses may be either vertically or horizontally integrated. For example, commercial uses such as a gym/health club could be located on the ground floor of multi-family apartments. The mixed-use designation does not, however, require a mix of uses and PA 1 could be dedicated entirely to residential or commercial uses allowed by the MU-M designation. Residential density is authorized up to 60 du/ac by right, and up to a maximum of 80 du/ac with a General Plan amendment.

Planning Area 2

Planning Area 2 (PA 2) is comprised of approximately 46 acres with its primary frontage running along the I-405 Freeway. This area is adjacent to PA 1 to the west, the I-405 Freeway to the east, and PA 3 to the southwest. PA 2 is designated for Commercial Marketplace (CM) and may contain any combination



Source: The Planning Center, 2009.

Figure 3.3a Development Districts



Source: RE|Solutions LLC, 2017

Figure 3.3b Planning Areas and DD3

of commercial uses, including without limitation, regional commercial (which may include outlets), neighborhood commercial, restaurant, or entertainment and hospitality uses. In addition, portions of PA 2 can accommodate certain residential uses up to 60 du/ac with issuance of an Administrative Permit and CEQA review as applicable.¹

Planning Area 3

Planning Area 3 (PA 3) represents approximately 96 acres, and is bounded on the west and south by the Torrance Lateral Channel, and to the north and east by Street A. Like PA 2, PA 3 is also designated for Commercial Marketplace (CM) use, and is intended for general commercial, regional commercial, large-format retail, neighborhood-scale retail, restaurant, entertainment, and hospitality uses. Residential development is not permitted in PA 3.

Development District 3

DD3 is designated for Mixed-Use Marketplace (MU-M) uses. DD3 is unaffected by the land use restrictions imposed by the landfill status of PA 1, 2, and 3, and may contain at-grade housing. As noted above, DD3 has already received entitlement approvals for 300 units of multi-family residential which includes no commercial development. As such, DD3 is not provided with an allocation of commercial square footage under this Specific Plan. Although commercial uses would typically be permitted on DD3 under the MU-M land use category, in order to obtain an allocation of commercial square footage, a Specific Plan amendment and CEQA review as applicable would be required.

3.4 Land Use Categories

Below is a brief description of each land use category in the Specific Plan and the location of each land use by Planning Area. An illustration of the land use categories is provided in Figure 3.4a.

Commercial Marketplace (CM)

This category includes commercial uses intended to serve a broad population base and offer a wide range of services to both the community and the region. Typical uses in this category include regional commercial uses such as outlets, major department stores and promotional retail-type stores, smaller neighborhood commercial uses, grocery stores and banks. Additional uses include commercial recreation and entertainment uses such as movie theaters and arcades, hotels, restaurants and highway-oriented and smaller neighborhood retail and service uses. Residential uses with densities of up to 60 du/ac are permitted in portions of PA 2, as shown in Figure 6.1a, with the approval of an Administrative Permit and CEQA review as applicable. The densities and intensities will vary within this land use designation based on proposed uses. The maximum overall floor area ratio (FAR) allowed for commercial uses established pursuant to this land use category shall be 0.5 FAR. Except as otherwise noted, the uses permitted in this land use category are allowed in all planning areas with a CM designation. This land use designation may contain any combination of commercial uses, including, without limitation, regional commercial (which may include outlets), neighborhood commercial, restaurant, or entertainment and hospitality uses, and, with issuance of an Administrative Permit, certain residential uses in PA 2. The Commercial Marketplace category is applicable to PA 2 and PA 3.

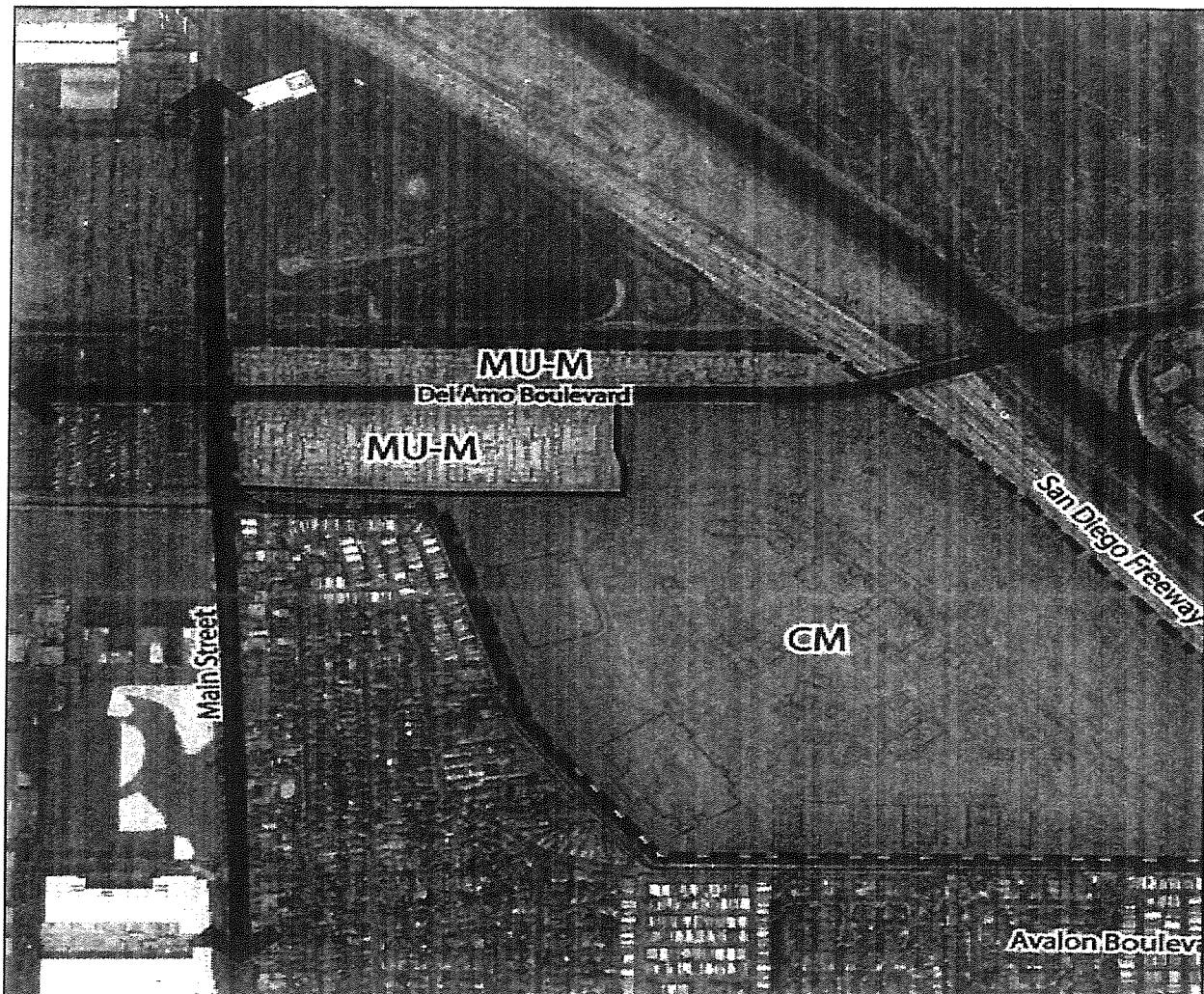
1. Residential uses are only permitted for the northernmost portion of PA 2, as shown in Figure 6.1a.

The density and floor area limitations established pursuant to this Specific Plan shall be calculated separately for each Planning Area and construction of residential units on any Planning Area will not reduce commercial square footage allocated to such Planning Area, and construction of commercial uses will not reduce permitted residential unit counts.

Mixed-Use Marketplace (MU-M)

The “Mixed-Use Marketplace” land use category allows for residential uses, and with an Administrative Permit and applicable CEQA review, provides opportunities for the vertical or horizontal integration of housing with commercial services. MU-M does not, however, require a mix of uses and development can consist entirely of either residential or, with an Administrative Permit, commercial uses. This category is applied to PA 1 and DD3. The densities and intensities will vary within this land use designation based on actual uses proposed. Residential densities up to 60 du/ac are permitted by right, and densities up to 80 du/ac may be constructed in PA 1 only, with the approval of a General Plan Amendment. In addition, stand-alone retail uses of greater than 50,000 square feet are permitted in the MU-M category in PA 1 only, with approval of an Administrative Permit and CEQA review as applicable.

The density and floor area limitations established pursuant to this land use category shall be calculated separately for each Planning Area and DD3 and if at any future date commercial square footage is allocated to a Planning Area or DD3 such allocation will not reduce permitted residential unit counts.



Source: RE|Solutions LLC, 2017

Figure 3.4a Land Use Categories

3.5 Transfers of Commercial Square Footage or Residential Units

Table 4.0 below establishes maximum permitted residential unit counts and commercial square footage within each Planning Area and DD3. Nonetheless, this Specific Plan allows transfers of commercial square footage among Planning Areas in excess of the maximum development envelopes established for each Planning Area in Table 4.0 with approval of an Administrative Permit and consent of the owner of the underlying property from which the transfer is proposed to be made. It also allows transfers of residential units between PA 1 and the portions of PA 2 in which residential uses are permitted, with approval of an Administrative Permit and consent of the owner of the underlying property from which the transfer is proposed to be made. No transfers of commercial square footage shall result in development exceeding 0.5 FAR for the receiving Planning Area, or overall commercial square footage allowed under this Specific Plan. No transfers of residential units shall result in allowable residential densities exceeding 60 du/ac on PA 1 or PA 2, except that, on PA 1, with a General Plan amendment, residential densities of up to 80 du/ac are permitted. In addition, this Specific Plan does not contemplate transfers of commercial square footage or residential units between DD3 and the Planning Areas.

4.0 LAND USE ILLUSTRATIVE

The development standards and guidelines contained within the Specific Plan permit a range of uses and intensities. To gain an understanding of what could be developed under the Specific Plan, the following illustrative presents conceptual drawings of building footprints and locations. It is important to note that the illustrative plan (Figure 4.0a) based on this land use chart is conceptual and that a final plan may vary provided it complies with the regulations proposed herein, as further described in Section 1.3.

Table 4.0 provides a breakdown of the permitted mix of residential and commercial uses. Table 4.0 is not conceptual, and establishes maximum allowed development for the Project Site and each Planning Area and DD3, subject to the ability to transfer commercial square footage or residential units as noted in Section 3.5. Figure 4.0a presents a conceptual illustration of the maximum permitted development in each Planning Area and DD3. The illustrative seeks to create a vibrant mix of commercial and residential uses by integrating up to 1,550 residences with approximately 1.83 million square feet of retail and service stores, including 350 hotel rooms in two hotels, restaurants and entertainment venues.

Table 4.0¹
Land Use Summary: Planning Areas 1, 2 and 3, and Development District 3²

Land Use Type	Specific Plan Land Use Category	Units or Square Footage
Development District 3 (11 Acres)		
Residential	MU-M ³	300 units
<i>Subtotal</i>		<i>300 units</i>
Planning Area 1 (15 Acres)		
Residential	MU-M	1,250 units
<i>Subtotal</i>		<i>1,250 units</i>
Planning Area 2 (46 Acres) ⁴		
Regional Commercial	CM	696,500 sf
Restaurant	CM	15,000 sf ⁵
<i>Subtotal</i>		<i>711,500 sf</i>
Planning Area 3 (96 Acres)		
Regional Retail Commercial	CM	585,000 sf
Neighborhood-Serving Commercial	CM	90,000 sf
Restaurant	CM	85,000 sf
Commercial Recreation/Entertainment	CM	130,000 sf
Hotel	CM	233,333 sf (including 350 hotel rooms)
<i>Subtotal</i>		<i>1,123,333 sf⁶</i>
<i>TOTAL</i>		<i>1,834,833 sf</i> <i>1,550 units</i>

1. Variations in square footage and types of commercial uses and location and number of residential units in each Planning Area may occur at the time of final design, depending upon the product identified for development. Change of restaurant uses to regional commercial uses is permitted; change of commercial square footage to restaurant square footage is also allowed, subject to the approval of an administrative permit, and any further environmental review required under CEQA, as applicable.

2. Residential units may be transferred from PA 1 to the portion of PA 2 shown in Figure 6.1a, provided such transfer does not cause an exceedance of the then allowable residential density under the General Plan or this Specific Plan, or the maximum unit count of 1,250 units. The transfer of residential units shall not require a corresponding decrease in maximum permitted commercial square footage. Similarly, commercial square footage may be transferred among PA 1, PA 2 and PA 3 provided that the proposed development does not exceed the maximum allowable commercial square footage for the Project Site as a whole or the FAR within each individual Planning Area, and the transfer of commercial square footage shall not require a corresponding decrease in maximum number or density of residential units permitted.

3. The MU-M category allows for residential and, in PA 1 only with an administrative permit, commercial development and mixed-use development. Commercial or mixed-use development within PA 1 may require further environmental review under CEQA, as applicable. Although commercial or mixed-use development within DD3 is permitted under the MU-M land use category, DD3 is not provided with an allocation of commercial square footage under this Specific Plan. Therefore, although commercial uses typically would be permitted on DD3 under the MU-M land use category, in order to obtain an allocation of commercial square footage, a Specific Plan amendment and additional CEQA review as applicable would be required.

4. All regional commercial uses, including outlet, are permitted in PA 2.

5. The 15,000 sf allocated for "restaurant" uses are intended to address full service restaurant uses in PA 2, if any. All other food service uses, including, without limitation, VIP lounges, food halls, kiosks, and similar food or beverage serving uses, shall be included in the GBA square footage for regional commercial established above for PA 2.

6. Includes 350 hotel rooms.



Source: RE|Solutions LLC, 2017

Figure 4.0a Concept Project Illustrative

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5.0 PLAN ELEMENTS

The Specific Plan contains a number of elements in addition to the land use plan. Elements such as circulation, urban design, open space and recreation, infrastructure and utilities, and public services are just as critical to the success of the project. These plan elements are discussed below in detail.

5.1 Circulation Concept

The circulation concept for the Specific Plan is an integral part of the overall land use plan and has been developed consistent with a number of circulation objectives. Foremost among these are the following:

1. To reinforce and serve the land use concepts,
2. To provide adequate accessibility for internal and external trips by future residents and visitors,
3. To provide a sufficient amount of convenient parking for the commercial and residential uses,
4. To provide opportunities for a variety of transportation options, and
5. To provide an aesthetically pleasing environment while achieving the above objectives.

5.1.1 Regional Access

The San Diego Freeway (I-405), Harbor Freeway (I-110), Artesia Freeway (SR-91), and Long Beach Freeway (I-710) provide regional access to the Project Site. The I-405 is located adjacent to the Project Site's eastern boundary, the I-110 is located west of the Project Site, and the SR-91 is located approximately 2.5 miles north of the Project Site. The I-710, which is located on Carson's eastern boundary, links the City with the Long Beach and Harbor areas. Locally, access to the Project Site is available via Main Street (a north-south thoroughfare on the western side of the Project Site), Avalon Boulevard (an exit from the I-405 and a major north-south arterial), and Del Amo Boulevard (an east-west arterial which bisects the northern portion of the Project Site).

As of 2011, the City of Carson was pursuing improvements to the Avalon Boulevard/I-405 interchange as an off-site improvement for The District at South Bay and to improve general freeway access and circulation in the area surrounding the Project Site. Interchange improvements include: (1) the extension of Street A to Avalon Boulevard; (2) realignment and reconfiguration of the I-405 southbound on and off-ramps that currently intersect with Avalon Boulevard; (3) a new I-405 southbound on-ramp to be the east leg to the new Avalon Boulevard/Street A intersection, and (4) reconfiguration of the I-405 northbound off-ramp to allow left-turn movements to southbound Avalon Boulevard. These proposed improvements have since been completed.

5.1.2 Internal Circulation

Project access and the proposed internal circulation system is shown on Figure 5.1a. Internal circulation will be provided by two primary routes, referred to as Street A and Street B. Street A (previously known as Lenardo Drive, Corridor Road, or Stadium Way) connects the Main Street entry with the Avalon

Boulevard/I-405 entry. Street B (previously known as Stamps Road or Loop Road) begins at Del Amo Boulevard and ends at Street A in a semicircular manner. Street A will be a public street, and will retain a similar alignment to the original haul road. The alignment of the proposed Street B is an adaptation of the current roadway, Stamps Drive, which was also originally a haul road. The portion of Street B north of Street A and south of Del Amo Boulevard (also referred to as the “Del Amo Entrance”) has been shifted west of the location shown in the Original Specific Plan; the new alignment corresponds to the location of the original haul road. This portion of Street B will be a public street, while the portion of Street B south of Street A will be privately owned and maintained.

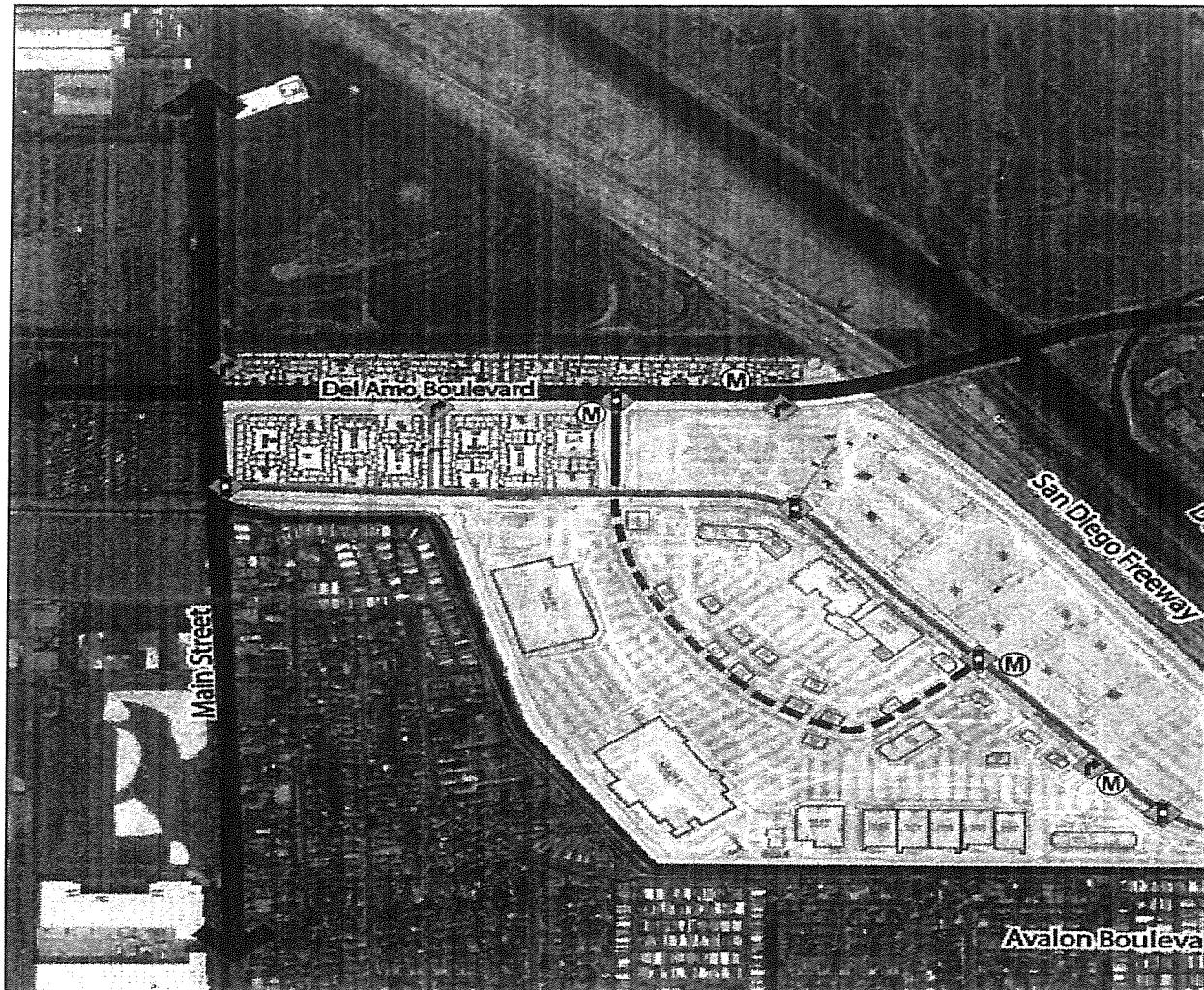
As indicated in Figure 5.1b, conceptual circulation sections are set forth in Figures 5.1c through 5.1m, depicting conceptual designs for project entrances (see Figures 5.1c, 5.1j, and 5.1m) and Del Amo Boulevard (see Figure 5.1d), certain portions of Street A and Street B (see Figures 5.1e, 5.1f, 5.1g, 5.1h, and 5.1i) , as well as for the I-405 Freeway Edge (see Figure 5.1k) and the Torrance Lateral Channel-Adjacent Slope (see Figure 5.1l).

Each Project Site entry will be attractively landscaped (as further addressed in Section 6.4) and signed for vehicles and pedestrians. For clarity, landscaping is not included in the street sections provided in Figures 5.1c-m below; however, tree wells may be added in the public rights-of-way of Main Street and/or Del Amo Boulevard at the discretion of the City Engineer and the Community Development Director.

Parkway, as used in this specific plan, shall be defined as the distance between the front of curb and the property line, and may include sidewalks and walkways, landscaping, or both. At the discretion of the Community Development Director, landscaping and/or sidewalk width can be transferred to medians.

Access points for Planning Areas 1, 2 and 3 would include the intersections of Del Amo Boulevard and Street B and Main Street and Street A, as well as the Avalon Boulevard exit from I-405. The primary ingress and egress location for DD3 would be provided at the intersection of Del Amo Boulevard and Street B, where the north leg of the intersection would provide for entry and exit.

While a conceptual circulation configuration has been provided, the internal circulation system is subject to approval by the Community Development Director and City Engineer, and will be finalized with the approval of development plans. Subject to CEQA review if applicable, half street improvements to Streets A and B may be approved by the City Engineer and the Community Development Director to allow for the phasing of the construction of the streets to accommodate the phased development of the Project Site.



LEGEND

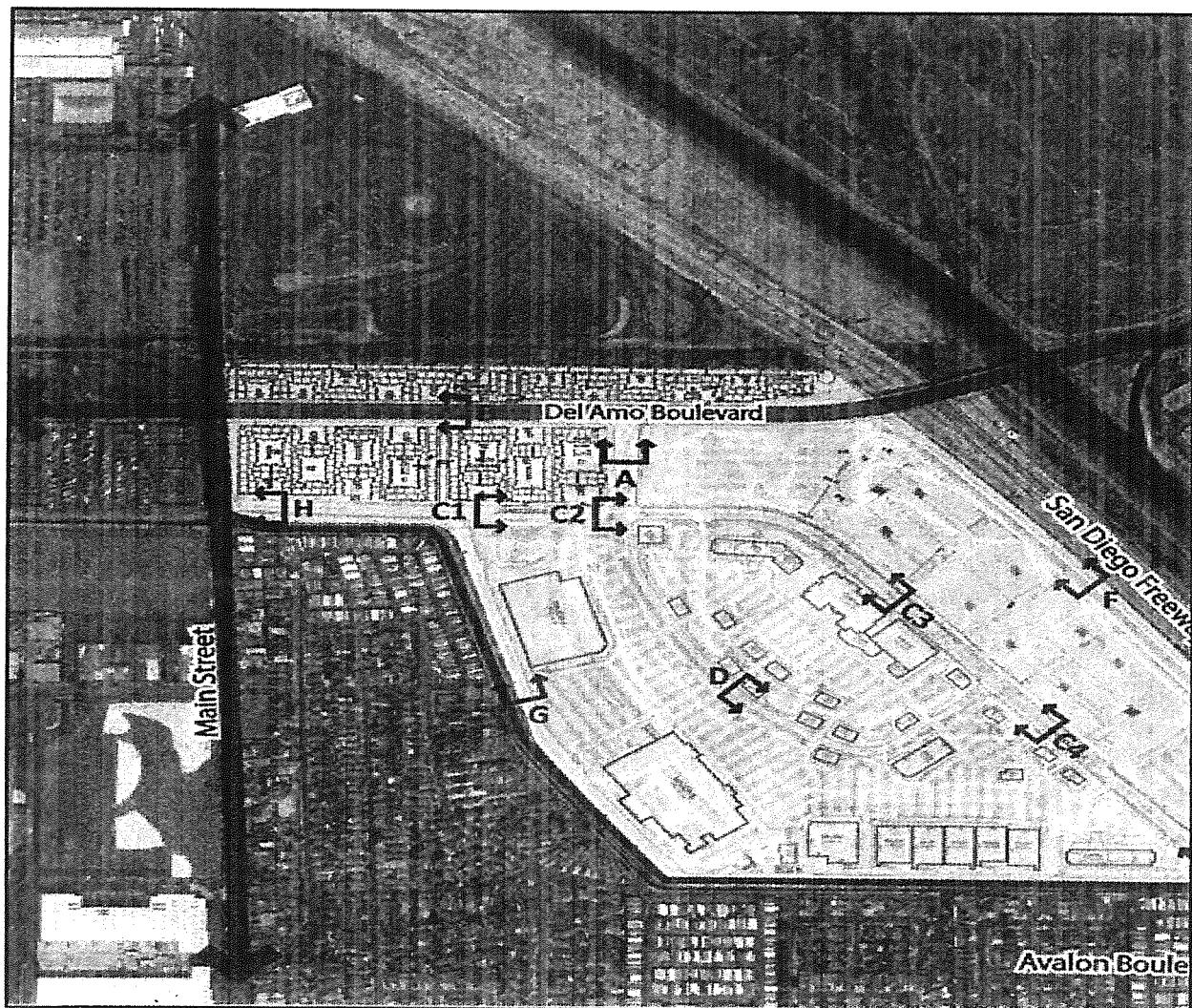
—	Street A	●	Potential Bus Pullout or Traffic Lane Bus Stop
—	Street B (Del Amo Entry)	◆	Signalized Access
—	Street B (Typical)	◆	Right-In/Right-Out Access
—	MTA Route 45	—	Torrance Lateral Channel
—	MTA Route 246		
—	MTA Route 205		

Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 5.1a Vehicular Circulation Concept

5. PLAN ELEMENTS



LEGEND

A. Del Amo Entrance	D. Street B
B. Del Amo Boulevard	E. Avalon Entrance
C1. Street A with Auxiliary Lanes	F. Freeway Edge (Commercial/I-405 Interface)
C2. Street A without Auxiliary Lanes	G. Channel - Adjacent Slope
C3. Street A with Multi-Purpose Trail	H. Main Street Entrance
C4. Street A at Bus Stop	



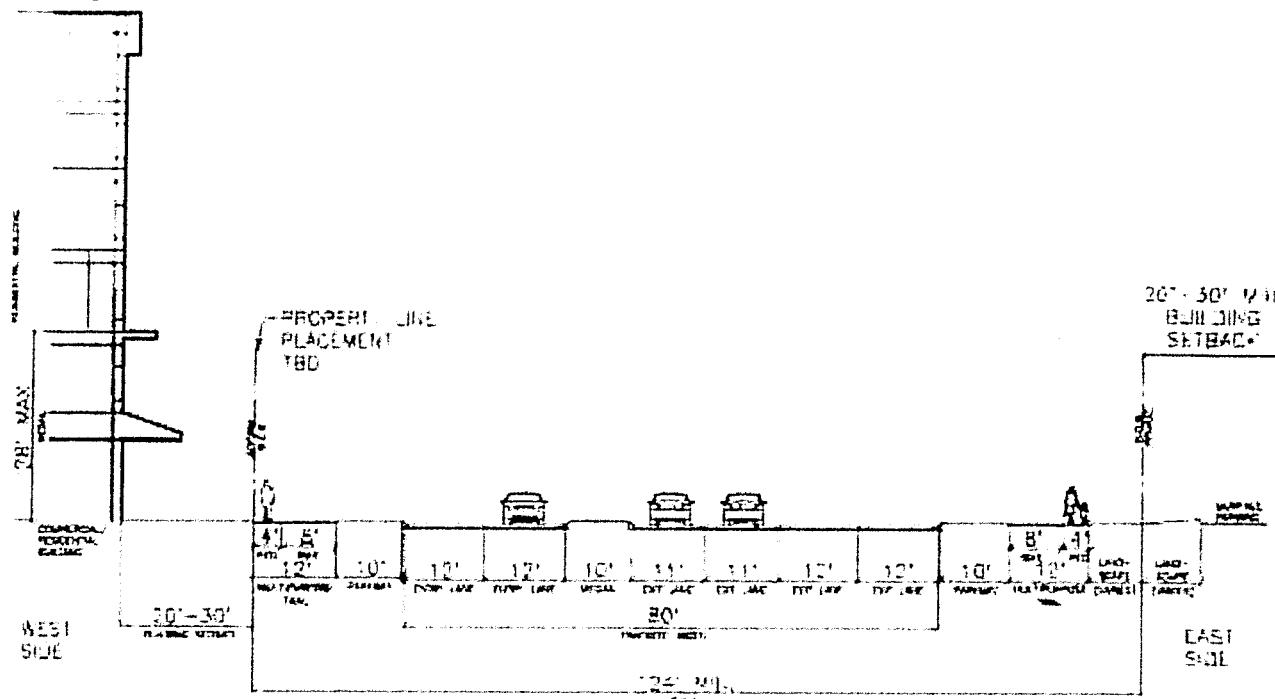
0 250' 500' 1000'

Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 5.1b Concept Circulation Sections

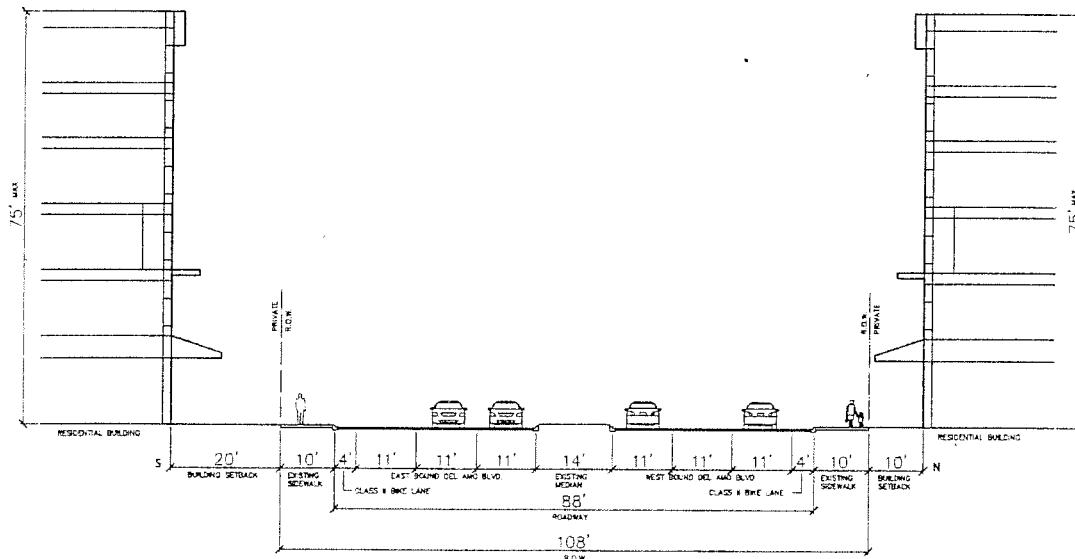
Figure 5.1c Section A - Del Amo Entrance



Note: The building setbacks of 20 to 30 feet vary according to the height of the building adjacent to the roadway. The setback is 20 feet for buildings up to 28 feet in height. For buildings above 28 feet in height, a 30-foot setback is required. Building heights refer to the base building height as defined in Table 6.2-2.

Source: RE|Solutions LLC, 2017

Figure 5.1d Section B - Del Amo Boulevard

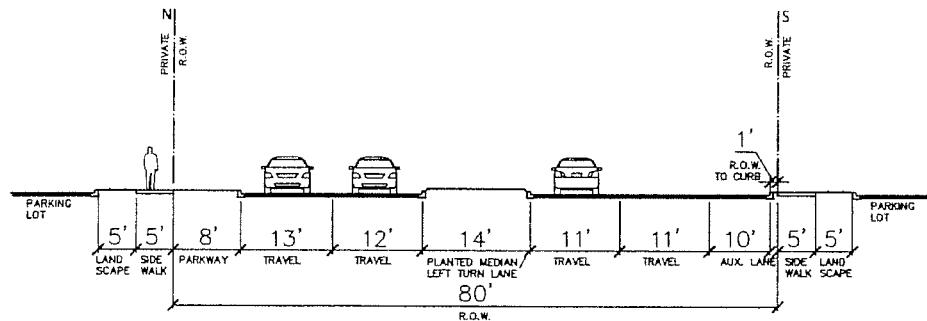


Source: The Planning Center, 2010.

Note: When sidewalks and/or walkways are located outside the public right-of-way, an easement may be required to allow for public access.

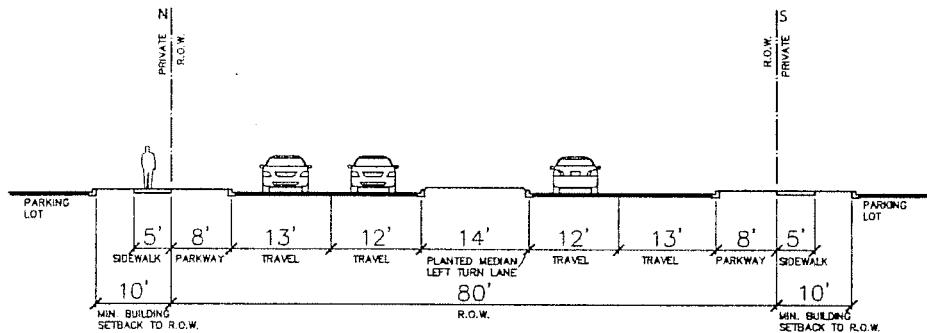
Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.1e Section C1 - Street A with Auxiliary Lanes



Source: The Planning Center, 2010.

Figure 5.1f Section C2 - Street A without Auxiliary Lanes

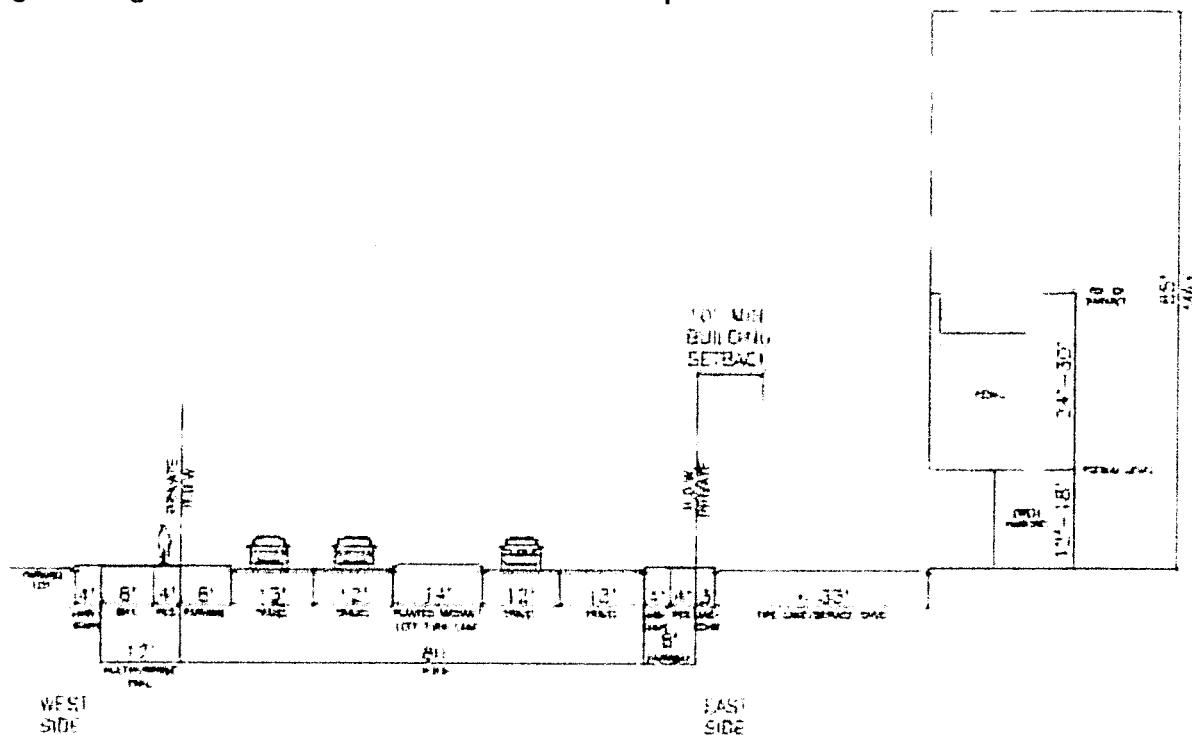


Source: The Planning Center, 2010.

Note: When sidewalks and/or walkways are located outside the public right-of-way, an easement may be required to allow for public access.

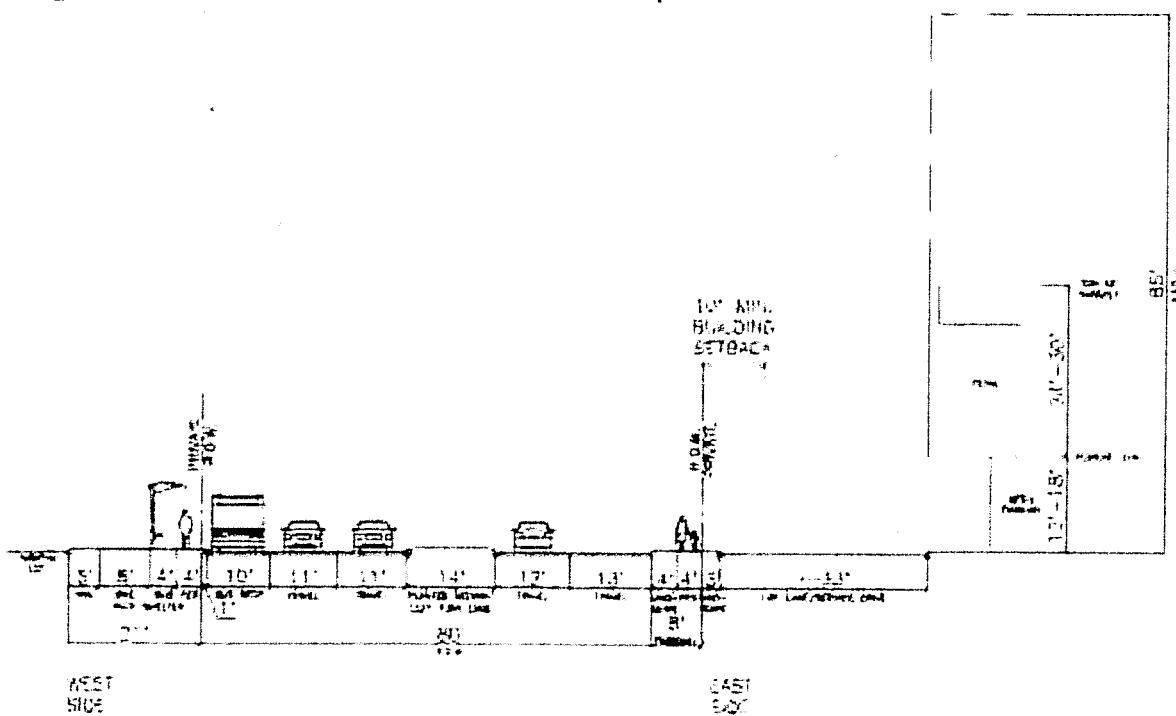
Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.1g Section C3 - Street A with Multi-Purpose Trail



Source: RE|Solutions LLC, 2017

Figure 5.1h Section C4 - Street A at Bus Stop

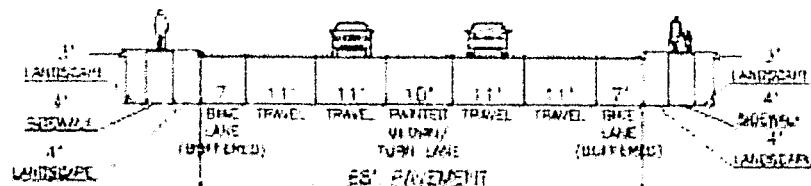


Source: RE|Solutions LLC, 2017

Note: When sidewalks and/or walkways are located outside the public right-of-way, an easement may be required to allow for public access.

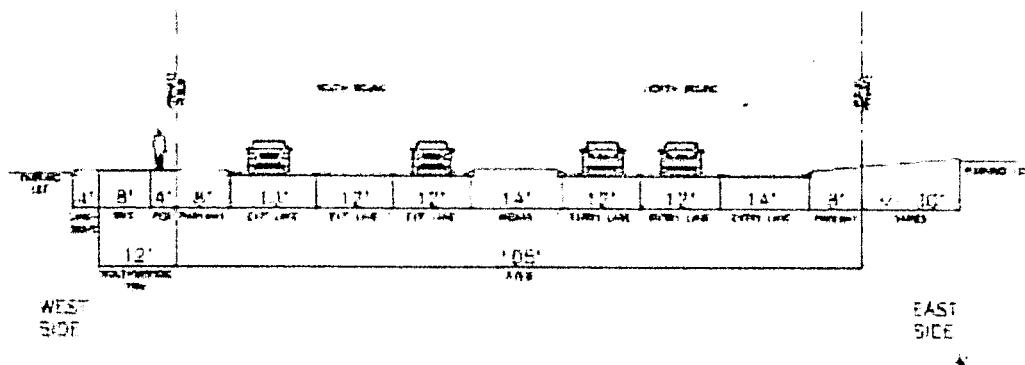
Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.1i Section D - Street B (Private)



Source: RE|Solutions LLC, 2017

Figure 5.1j Section E - Avalon Entrance

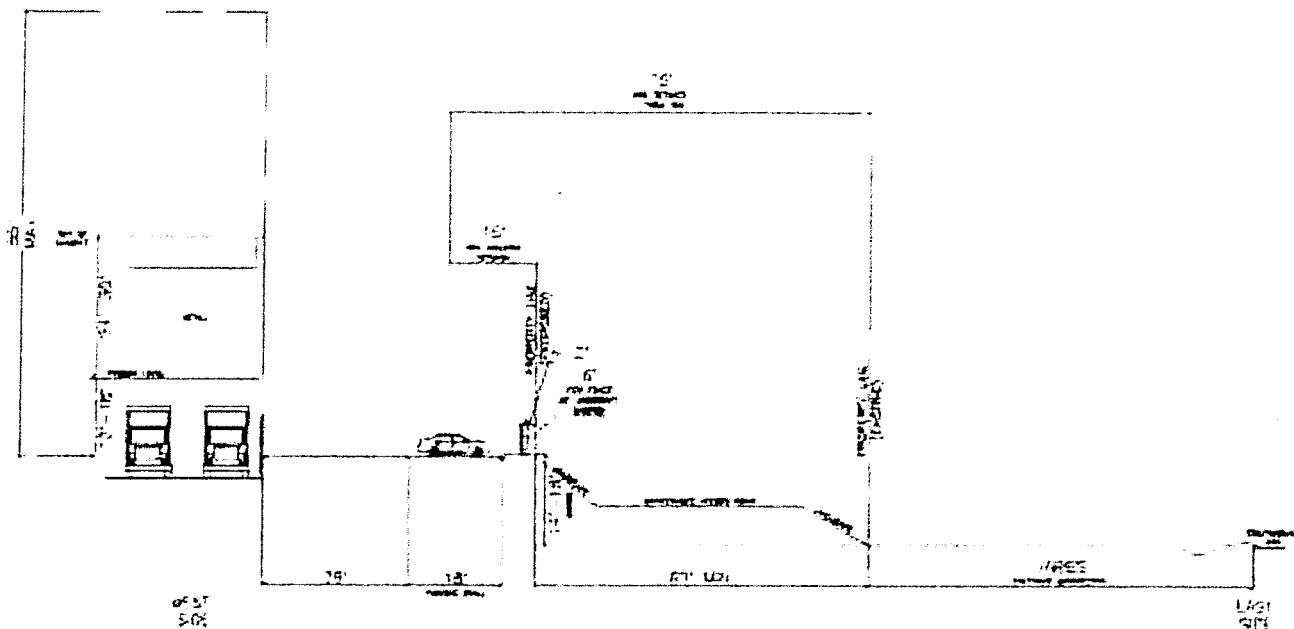


Source: RE|Solutions LLC, 2017

Note: When sidewalks and/or walkways are located outside the public right-of-way, an easement may be required to allow for public access.

Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

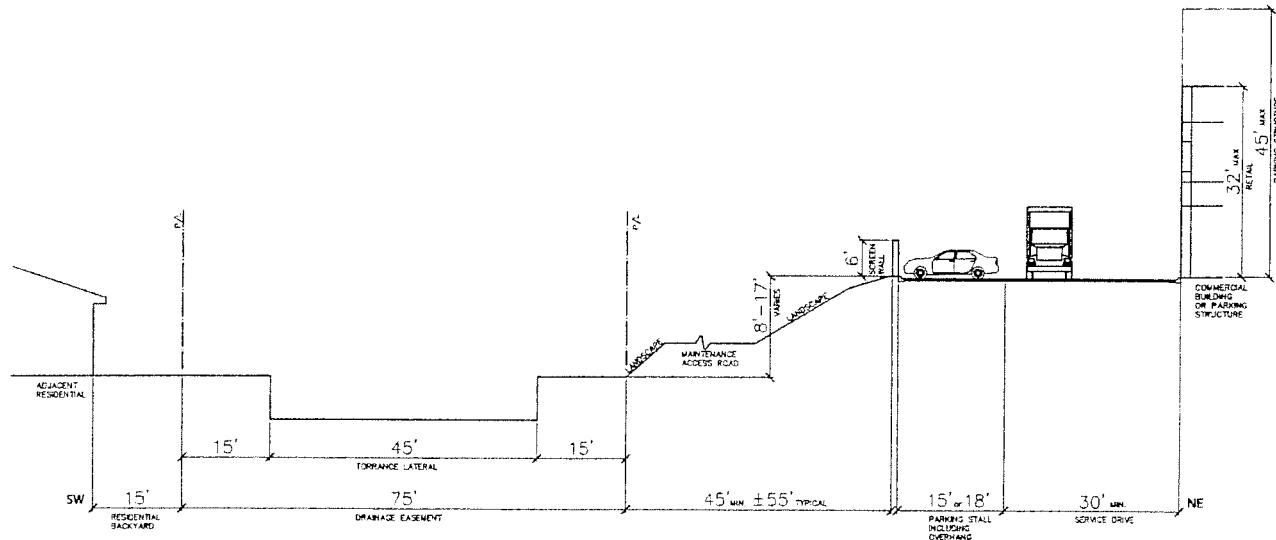
Figure 5.1k Section F - Freeway Edge (I-405/Project Interface)



Note: Parking stall and 6' high view fence or landscape screen presence vary according to location of section along freeway edge. Parking stall is optional. Refer to Figure 6.5a for potential perimeter wall, view fence or landscape screen location.

Source: RE|Solutions LLC, 2017

Figure 5.11 Section G - Channel-Adjacent Slope (Residential/Project Interface)



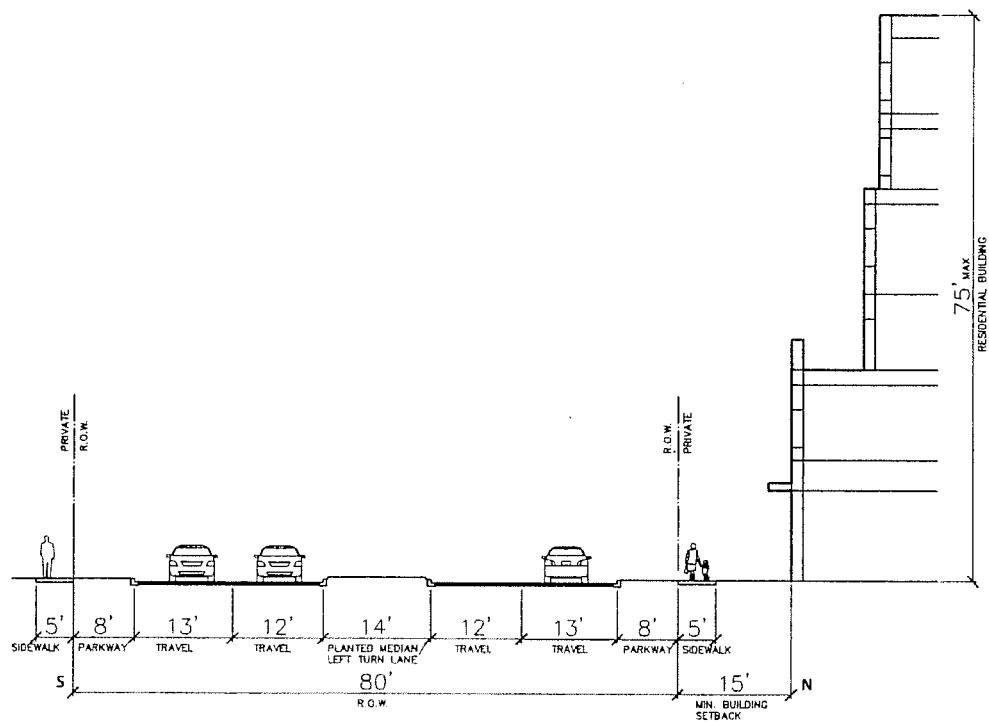
Note: Parking stall presence varies according to location of section along the channel. Parking stall is optional.

Source: The Planning Center, 2010.

Note: When sidewalks and/or walkways are located outside the public right-of-way, an easement may be required to allow for public access.

Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

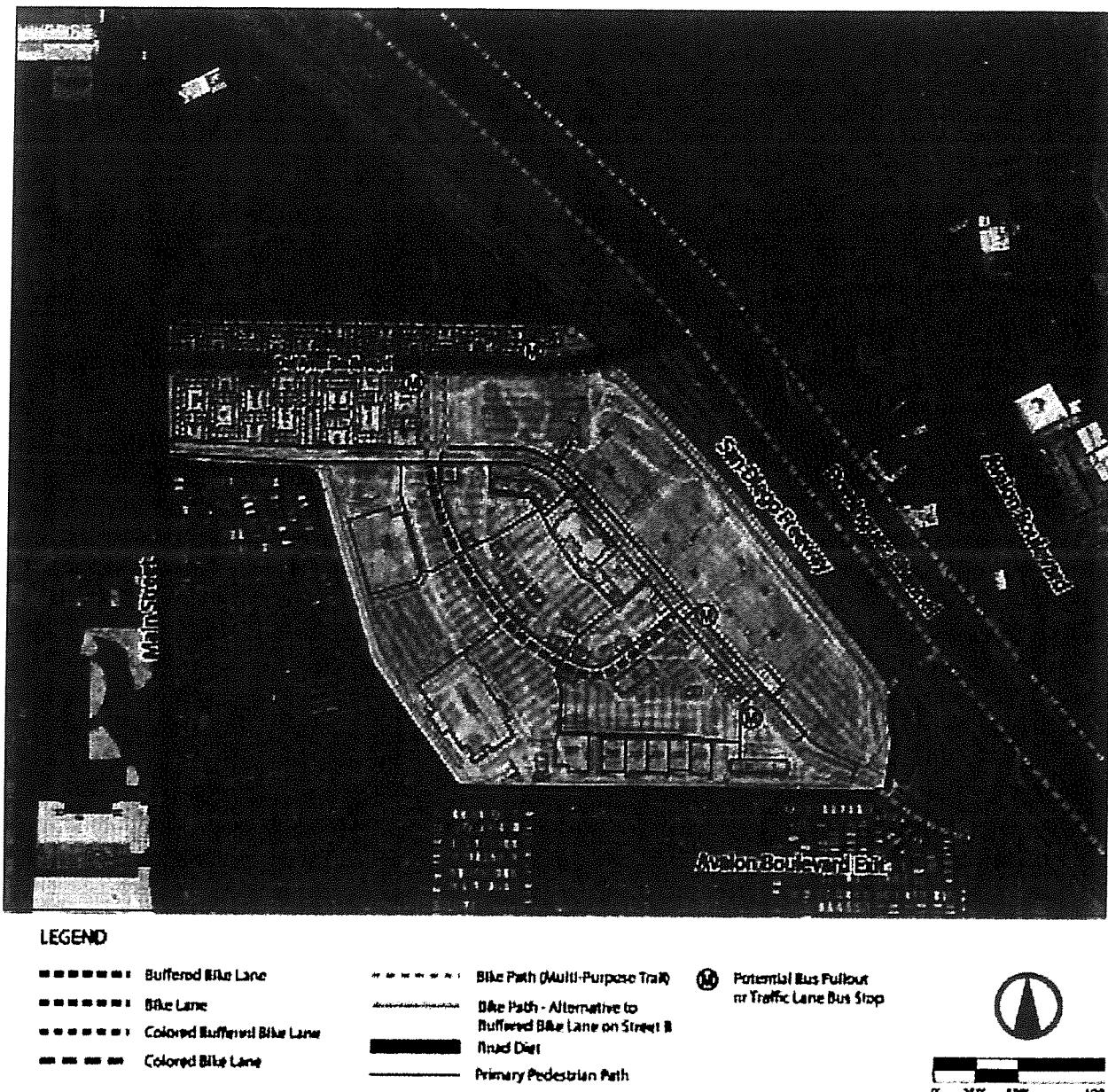
Figure 5.1m Section H - Main Street Entrance



Source: The Planning Center, 2010.

Note: When sidewalks and/or walkways are located outside the public right-of-way, an easement may be required to allow for public access.

Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.



Source: REISolutions LLC, 2017

Figure 5.1n Non-Vehicular Circulation Concept

5.1.3 Parking

The various uses, such as residential, commercial, restaurant, entertainment and hotel, will be required to meet the parking standards specified in Section 6.0 of this Specific Plan. The number of parking spaces will vary depending on the number of units proposed and square footage of the particular non-residential use, and will be calculated using the parking ratios shown in Table 6.2-1. The parking will be provided through a combination of open surface parking and parking structures, with the structures having a maximum height limit of 50 feet, and parking under elevated podium (which shall not be subject to the 50-foot height limitation). A minimum width of 24 feet may be provided for circulation aisles in all parking areas, unless larger aisles are required by the Fire Department. A minimum width of 28 feet shall be provided for main entry aisles from the street(s) to satisfy Fire Department access requirements to designated fire lanes, which shall also have a minimum width of 28 feet.

As described in Table 6.2-1, shared parking is permitted to help maximize the efficiency of parking lots. Shared parking is permitted subject to the completion of a parking study and approval by the Community Development Director. For instance, shared parking would be ideal in a situation with offices adjacent to restaurants, since parking could be used by the offices during the day and by restaurants during the evening.

5.1.4 Pedestrian and Bicycle Circulation

The intent of the Specific Plan is to provide connectivity between the diverse uses within the Specific Plan for pedestrians and bicyclists. External bicycle access will be primarily from an unbuffered bicycle lane along Main Street and a buffered and painted bike lane on Del Amo Boulevard, while external pedestrian access will come from sidewalks on those same streets. A multi-purpose path, which provides for concurrent, side-by-side use by both bicyclists and pedestrians, is proposed from Avalon Boulevard into the Project's southeastern entrance. From the Avalon entrance to its first intersection with Street B, the multi-purpose path will continue along the west side of Street A, and will be divided for safety.

Internally, bicycle circulation is provided along Street B in the form of a buffered bike lane. From the south intersection of Street A and Street B to the Avalon Boulevard entrance, a bike lane is provided as part of the multi-purpose trail described above. As an alternative to the scenario described above and shown in the Master Plan of Bikeways, the buffered bike lane along Street B may be substituted with a multi-purpose path along the length of the south or west side of Street A.

Pedestrian circulation will be provided throughout the Project Site via sidewalks and pathways. Sidewalks are proposed in various locations as shown on Figures 5.1n. However, these Figures are conceptual and, under the Specific Plan, flexibility is retained to reduce or eliminate sidewalks and to vary the width of the landscape areas along Street A and Street B. All landscape and parkway areas are measured from the front-of-curb. An at-grade pedestrian crossing shall be constructed across Street A to maximize pedestrian access between Planning Areas 2 and 3. The routing of pedestrian and bicycle circulation is conceptually shown on Figure 5.1n.

5.1.5 Public Transportation

Los Angeles Metropolitan Transit Authority (Metro) Bus Routes 246 and 45 are located along Avalon Boulevard and Metro Bus Route 205 is located along Del Amo Boulevard east of Avalon Boulevard. The Project shall be designed to allow for at least four bus stops to service the Project Site by Metro, as well as other transportation services. Bus pull-outs located on Del Amo Boulevard near the entrance of the project shall be 10 feet by 100 feet in dimension. Where feasible, the bus pull-outs located on the southerly part of Street A shall be 10 feet by 160 feet in dimension, which will include 100 feet for the bus and 60 feet for a three vehicle pull-out area. Where not feasible, buses may stop in the traffic lane to provide service. Conceptual locations of bus pull-outs are shown on Figure 5.1a.

5.2 Open Space/Recreation

The City parks and open space requirement for all residential development of three acres of park per 1,000 residents will be met through a combination of land dedication, improvements, private recreation, and in-lieu fees per Section 9207.19, Park and Recreational Facilities, of the Carson Municipal Code (CMC). The intent is to provide an appropriate amount and distribution of public and/or private open spaces through a combination of open spaces in and near the Project Site. This requirement is applicable to residential developments of both for-sale and rental units, but is not applicable to commercial developments.

Residents living within The District at South Bay will enjoy a combination of common and private open and recreation spaces within the Project boundaries. Amenities such as pools, clubhouses, courtyards, lawn areas, and jogging paths are just some of the features that could be provided. The requirements for common and private open space are listed in Table 6.2-1.

Public open spaces are also important components for the commercial uses in The District at South Bay. Public open spaces such as walkways, multi-purpose paths and plazas provide gathering spaces for people shopping, eating or just enjoying the atmosphere. These spaces are an especially important feature of the Entertainment Area of The District at South Bay (defined as the portion of PA 3 bounded by Street A and Street B), which features multiple entertainment and hospitality uses. Section 6.0 requires a minimum amount of public plaza space for the Entertainment Area, and prescribes minimum dimensions for walkways and pathways throughout the Project Site. Specific standards are outlined in Table 6.2-1 and in Sections 5.1.4 and 6.3 of this Specific Plan.

It is envisioned that public open space areas within the Specific Plan area may also include water features at the Entertainment Area in PA 3.

5.3 Public Services and Infrastructure

5.3.1 Police and Fire

Police services are provided by the Los Angeles County Sheriff's Department. There is one existing Carson Sheriff Station, located at 21356 South Avalon in Carson. This station also provides police services for West Compton, Gardena, Torrance, and Rancho Dominguez. To ensure the safety of residents and patrons of The District at South Bay, private security services that coordinate with the Sheriff's Department will be provided. Private security services may be provided on a project-wide basis, by Planning Area, by each developer, or any combination thereof.

A Sheriff's substation will be integrated into the commercial component of the Project, although the exact location will be determined as part of the Site Plan and Design Review consistent with the procedures identified in Section 8.0.

Fire protection services in the City of Carson are provided by the Los Angeles County Fire Department (LACoFD). The Project Site is located within Division I of the Central Region in the Battalion 7 service area. There are six primary fire stations that provide both fire and emergency medical service to the City of Carson, with four of the stations located within Carson's boundaries. The nearest response unit to the Project Site is Fire Station No. 36, located at 127 West 223rd Street, approximately 1.5 miles south of the Project Site. Other response units in the area include Station No. 10 at 1860 East Del Amo Boulevard and Station No. 116 at 755 Victoria Street. The latter two stations are located approximately 2.4 miles from the Project Site.

In addition to existing stations, the LACoFD "Five-Year Fire Station Plan" identifies a proposed station near the I-405/110 interchange. A future LACoFD fire station in the proximity of the I-405/110 interchange could be located west of the Project Site and be particularly accessible to its primary entrances. As of 2017, this station has not yet been built, but the Fire District is currently investigating potential sites for a new fire station to serve the area.

5.3.2 Drainage

Permanent drainage systems for the Specific Plan Area will be designed to protect the landfill cap. In general, surface drainage from rooftops, parking lots, and hardscape and landscape areas will be picked up by inlets and conveyed to the existing Torrance Lateral Storm Drain Channel owned by the Los Angeles County Flood Control District. Storm drain pipes will be sealed to reduce the potential for leakage and to prevent the migration of landfill gas. Surface water above the cap will be conveyed to the backbone storm drain system and discharged into the Torrance Lateral Channel. The quality of the water discharged into the Torrance Lateral Channel will be maintained by the use of on-site filtering systems to be designed prior to installation.

The storm drainage backbone infrastructure will be installed during the rough grading phase of construction, while inlets, area drains systems, and permanent water quality Best Management Practices (BMPs) will be installed during precise grading activities. Storm drainage systems will generally remain in their current location in utility corridors. Easements will be granted for those portions of these utility corridors that fall outside of public right-of-way. The Project Site will be designed to avoid the placement of buildings over these utility corridors, where feasible. A conceptual map of the drainage system is

provided in Figure 5.3a.

5.3.3 Water and Sewer Systems

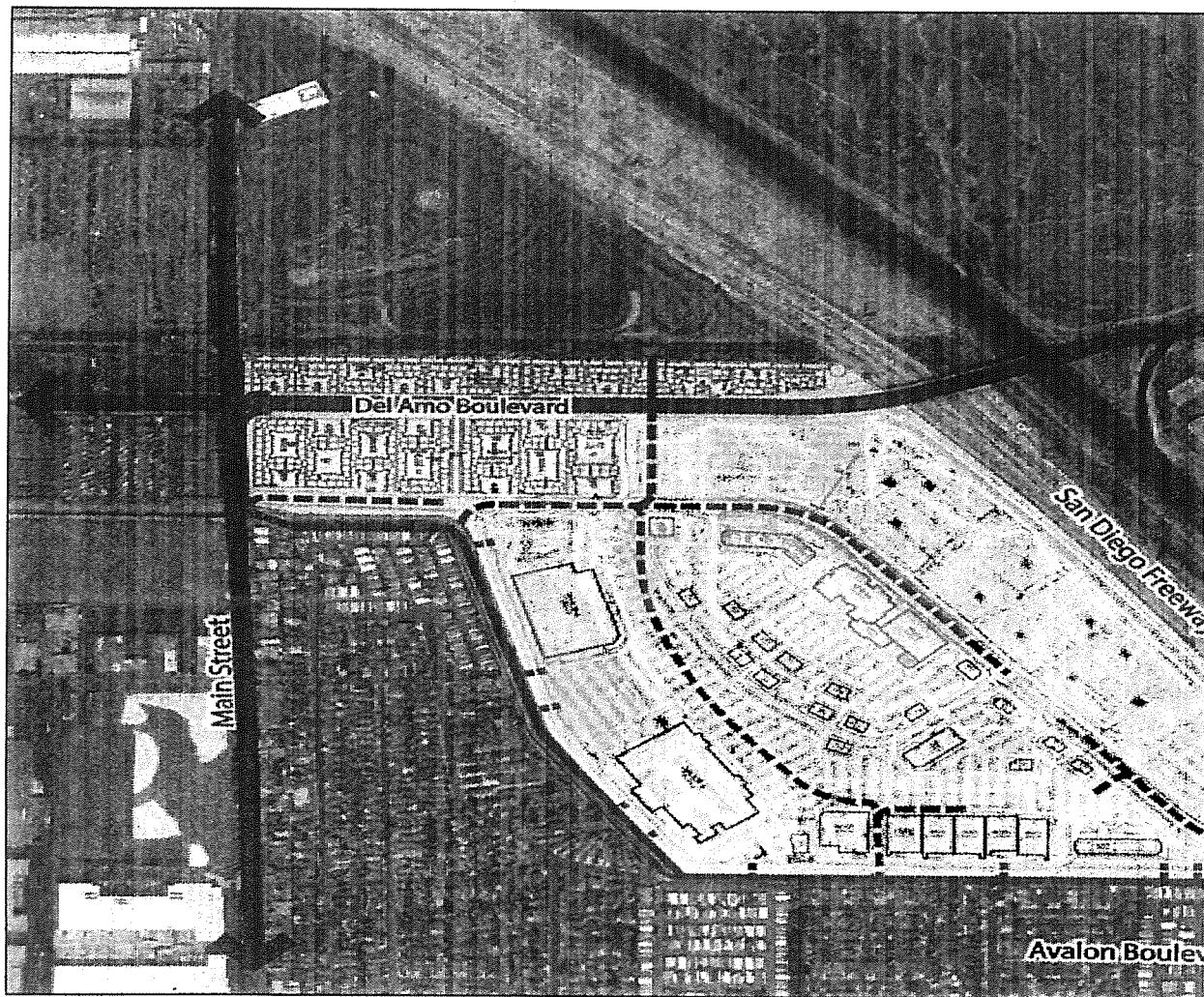
The local utility will supply water to the Project Site. An existing 16-inch line in Del Amo Boulevard and an existing 12-inch line in Main Street will serve the Project Site. Based on discussions with the current utility (Cal Water), it is not anticipated that any upgrades to off-site facilities will be needed. An on-site water system will be designed to supply both domestic service, with individual meters, and fire protection to the development. Water for irrigation and proposed water features will come from reclaimed water, if feasible. The balance, if any, will be drawn from the domestic water system. A fire line serving the landfill operations center has already been installed.

Domestic water infrastructure will be installed at the same time as street improvements are made. Connections to buildings for potable and fire protection water will be made prior to certificate of occupancy. Reclaimed water infrastructure will be installed with street improvements, as shown in Figure 5.3c, and connected to the West Basin reclaimed water line.

The sewer system is owned and maintained by the Los Angeles County Sanitation District. For the Project Site, an on-site system will be designed to pick up sanitary flows from points of connection at each building to the existing 42-inch trunk sewer in Main Street. It is anticipated that the on-site sewer will be constructed with airtight joints to prevent the migration of landfill gas. Sewer infrastructure will be installed with street improvements. Connections to buildings will be made prior to certificate of occupancy. A conceptual map of the sewer and water systems are provided in Figures 5.3b and 5.3c.

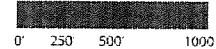
Water and sewer systems will generally remain in their current location in utility corridors. Easements will be granted for those portions of these utility corridors that fall outside of public right-of-way. The Project Site will be designed to avoid the placement of buildings over these utility corridors, where feasible.

5. PLAN ELEMENTS



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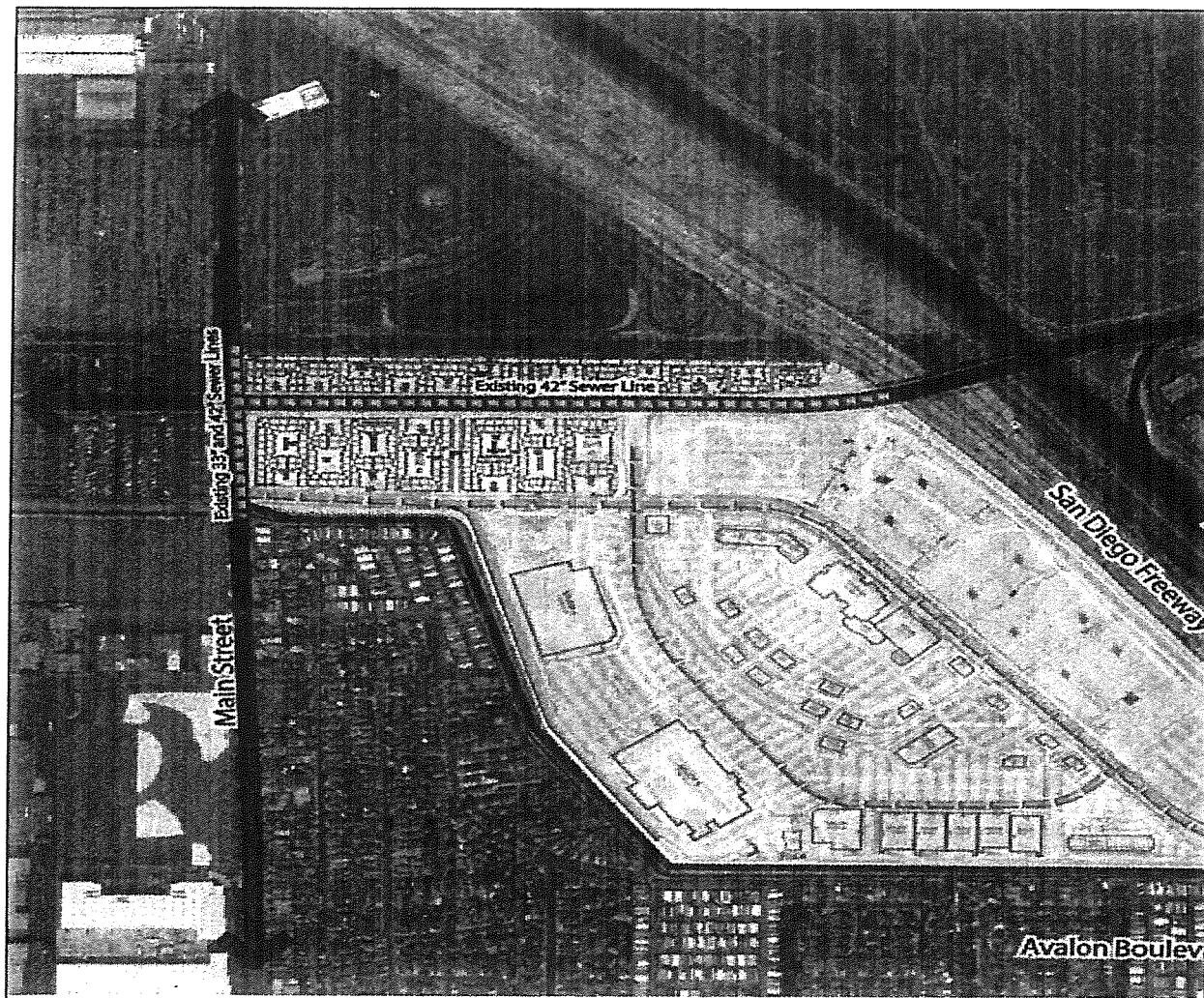
- Existing Storm Drain
- Proposed Storm Drain



Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

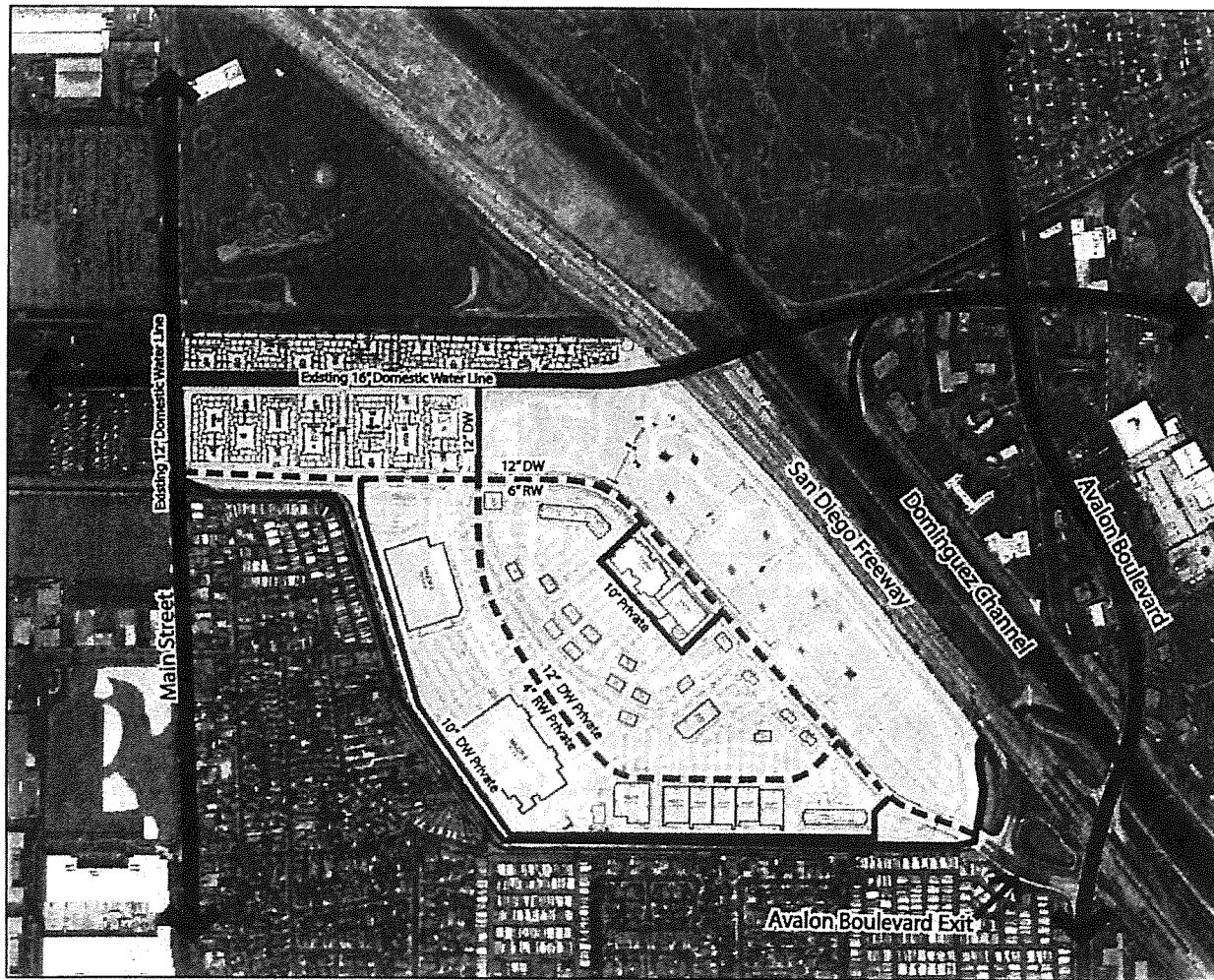
Figure 5.3a Storm Drainage Concept



Source: RE|Solutions LLC, 2017

Figure 5.3b Sanitary Sewer Concept

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LEGEND

- Proposed Domestic Water Line
- Proposed Domestic and Reclaimed Water Line
- Existing Domestic Water Line



0' 250' 500' 1000'

Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 5.3c Domestic and Reclaimed Water Concept

5.3.4 Electricity and Solid Waste

The developers/operators will obtain electricity from the local utility's Compton Service Center, which provides electric service to the Carson area. The Project Site may contain on-site electric distribution substations. Their precise location will be determined upon the submittal of future tract maps. Refer to Section 6.11 for additional guidance related to methods of energy conservation. If feasible, new utility lines will be placed underground unless such placement conflicts with the RAP or is otherwise approved by the Director of Public Works.

The developers/operators will contract with the City's waste hauler as authorized in the Waste Hauler Franchise Agreement for the collection, disposal and recycling of solid waste. A comprehensive recycling plan shall be included with plan submittals prior to building permit approval. The comprehensive recycling plan shall consist of a construction debris recycling program and a general recycling program for residential and commercial uses. The recycling program shall specifically require the incorporation of permanent, clearly marked, durable, source-sorted recycling bins for all structures. The bins shall be continuously maintained to ensure proper operation and adequate access.

Recycling will also extend to construction activities. All construction debris may be recycled in a practical, accessible manner, to the extent feasible, during the construction phase. Compaction facilities for non-recyclable materials shall be provided for every occupied commercial building greater than 20,000 square feet in size to reduce both the total volume of solid waste produced and the number of trips required for collection, to the extent feasible. Trash compaction facilities maybe provided in centralized locations for multiple commercial buildings. Alternative trash collection methods may also be used for retail and non-retail uses if approved by the waste management provider and the Community Development Director. The trash collection system must be approved by the Community Development Director prior to issuance of the first building permit for a commercial building greater than 20,000 square feet in size.

5.3.5 Grading, Subsurface Remediation and Cap

Rough grading operations on the 157-acre former landfill site (landfill site) will be done in conjunction with the capping of the landfill that is part of the 1995 Remedial Action Plan (RAP), as modified by the 2011 Explanation of Significant Differences (ESD), both as approved by the California Department of Toxic Substances Control (DTSC).

The remedial actions to be implemented at the former landfill site per the approved 1995 RAP, as modified by the approved ESD, are a combination of the following.

- A. Construct a low-permeability cover system (Cap) for the entire landfill site to contain the buried waste and the impacted soil on-site. The Cap shall be constructed after the application of deep dynamic compaction (DDC) where necessary (see description below) to assist in settlement control and before the rough grading of the landfill site for development purposes. A portion of the Cap was installed after the approval of the Carson Marketplace Specific Plan, but the Cap was not completed in all areas of the landfill site.
- B. Install groundwater systems along the down-gradient side of the landfill site to intercept/ capture groundwater contamination coming from the landfill site. The perimeter groundwater

5. PLAN ELEMENTS

system is intended to capture off-site migration of the groundwater contamination that exceeds the remediation goals. The groundwater system is fully installed and has been operational on the site since 2014.

- C. Install a landfill gas extraction, collection, control and treatment system along the landfill site boundary and beneath proposed occupied buildings within the waste zone. The landfill gas system will be used to minimize potential off-site migration and remediate potential impacts to on-site indoor/outdoor air quality in compliance with the relevant regulations. The landfill gas treatment system (burner, backup carbon filters and flare) has been constructed and landfill gas collection wells have been installed on a portion of the landfill site. Additional elements of the landfill gas system, including additional collection wells, remain to be installed.
- D. Implement long-term monitoring of the groundwater and landfill gases.
- E. Provide for long-term maintenance of the Cap.

The RAP assumed that remediation activities would be completed for the entire landfill site at the same time. A phased remediation and occupancy plan has been submitted to DTSC to allow vertical construction and occupancy on a cell after it has been remediated, regardless of the stage of remediation on the other landfill cells. The approval of phased occupancy is subject to DTSC approval of a cell-specific Health Risk Assessment (HRA) that would allow occupancy of the portions of the landfill site that have been remediated for the intended use/users.

The RAP and ESD specify the overall remediation and conceptual grading for the landfill site. Actual grading plans may vary as required to be consistent with the new site plan in conformance with grading guidelines contained in the County of Los Angeles Building Code, professionally accepted engineering practices, and any site-specific recommendations of DTSC, and civil and geo-technical engineers licensed or registered by the State of California.

Portions of the landfill site have undergone DDC.¹ It is anticipated that additional DDC may be utilized in some portions of the landfill area prior to Cap placement. The landfill gas collection and treatment system, foundation layer and associated sub-drainage systems for the Cap, and the landfill membrane, all as required by the RAP and the ESD, will be installed and covered with material stockpiled on-site, or with other suitable soil to construct the protective soil cover for the Cap. The grading plan for the foundation layer and soil cover constitute the remediation grading, and will be informed by the site plan and development grading plan. When complete, the Cap will be at approximately rough development grade. Once the protective soil cover layer of the Cap is in place, the landfill site will be brought to design grades under a development grading plan to be approved by the County of Los Angeles.

1. Deep dynamic compaction is a site preparation method used for compacting and strengthening loose or soft soils to support buildings, roadways and other heavy construction. The method involves the systematic and repetitive dropping of heavy weights in a pattern designed to remedy poor soil conditions at a proposed construction site. Because the energy imparted is considerable, compaction can be achieved at substantial depths below the ground surface. Deep dynamic compaction has proven to be an effective and economical means to eliminate or minimize foundation piling and assist in controlling differential settlement in landfills.

6.0 DEVELOPMENT STANDARDS

This Section contains the development standards for the Specific Plan area. Development standards are the regulations, requirements and by-laws by which development must abide, and are indicated by the use of the word “shall.” These standards are mandatory and typically concern topics such as permitted uses, density, building and property dimensions, and the quantity of parking and landscaping. Provisions within these standards may also use the word “should,” in which case the standard is encouraged but not mandatory.

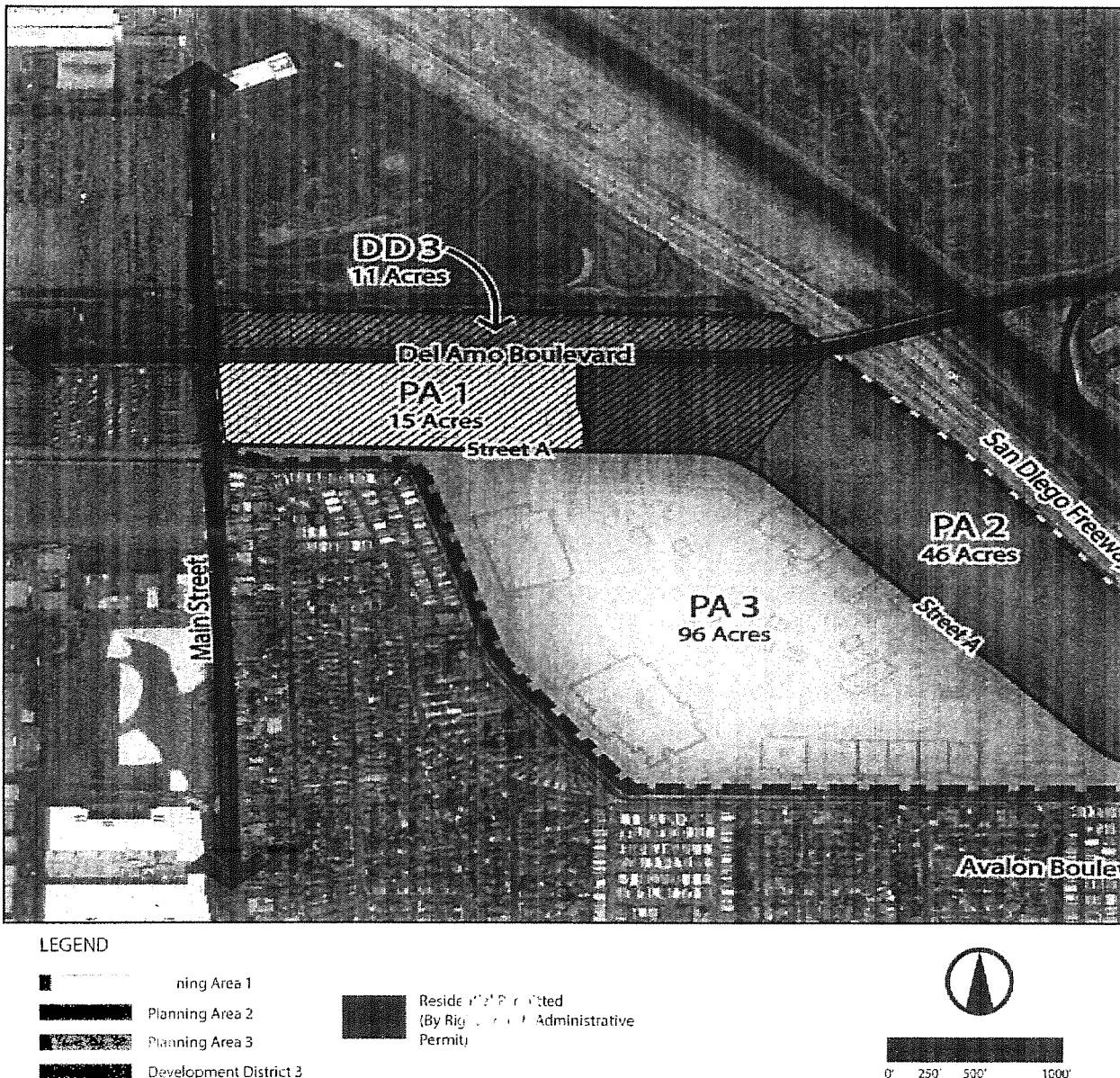
6.1 Permitted Uses

Permitted Uses, uses requiring a Conditional Use Permit or an Administrative Permit, and prohibited uses within the Specific Plan Area are provided in the following table. This matrix organizes potential uses within each Planning Area and DD3. Those uses not specifically listed in the table are subject to review based on the consistency with the purpose and intent of the land use categories. The following additional special provisions apply:

- A. A conditional use permit shall be required for any proposed residential use north of Del Amo Boulevard and within 300 feet of the freeway pavement edge.
- B. An Administrative Permit shall be required for any proposed residential use located on PA 2 and for transfers of residential units and commercial square footage between Planning Areas where otherwise permitted by this Specific Plan.

Additionally, Site Plan and Design Review (also referred to as a Design Overlay Review [DOR]) shall be required as set forth in Table 8.1 and Section 8.1.6.

Of special note is the fact that at-grade residential uses are only permitted within Development District 3, as Planning Area 1, 2 and 3 occupy the former landfill site. Only elevated residential uses, which separate first-floor units from the ground level using at least one level of parking, retail uses, or other nonresidential space, are permitted in PA 1 and portions of PA 2 as shown in the Figure 6.1a. Any additional residential uses on the former landfill site will require the approval of DTSC. Restrictions on ground level residential within the landfill site are the result of regulations provided by the Department of Toxic Substances Control that prohibit ground-floor residential units on former landfill soil.



Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 6.1a Permitted Residential Areas

Table 6.1
Permitted Uses

P-----	Automatically Permitted Use				
A-----	Use Permitted with an Administrative Permit				
C-----	Use Permitted on Approval of a Conditional Use Permit				
[blank cell]	Not Permitted				
Use Category	Typical Permitted Uses	MU-M		CM	
		DD3	PA 1	PA 2	PA 3
Retail					
Food Sales and Service and Eating and Drinking Establishments	Bars/Night Club/Lounges serving beverages for consumption on premises	C	C	C	C
	Drive-in or drive-through restaurants	A	A		A
	Food catering (only direct retail sales or retail distribution)	A	A	P	P
	Food store: supermarket, grocery, fish, meat, fruits and vegetables	A	A		P
	Full service restaurant	A	A	P	P
	Member-invited VIP lounge with alcohol ancillary to outlet center			P	
	Retail bakery, pastry, candy, health food, other foods or ancillary uses (not supermarket or grocery)	A	A	P	P
	Take-out food, fast food (not drive-in or drive-through)	A	A	P	A
Health	Medical or dental laboratory (as an incidental use in a medical/dental office building or clinic)			A	A
	Medical or dental office or clinic, public health center ¹	A		P	A
	Optical services (for the fitting, grinding or mounting of eyeglasses)	A	A	P	A
	Pharmacy	A	A		A
Office ¹	Business, professional, financial, insurance, real estate, utility payments, telegraph, telephone answering service, messenger service, advertising, newspaper or publishing (no printing), ticket agency, travel agency, employment agency, collection agency, detective agency, security service	A	A	P	A
	Wholesale business, manufacturer's agent, broker (no storage or deliveries other than samples)				A
Public Assembly and Entertainment	Arcade, pool hall, night club			C	C
	Auditorium, meeting hall, wedding chapel, event hall ¹	A	A	A	A
	Community center, lodge hall, private club	A	A	P	P
	Indoor golf range	A	A		P
	Indoor theater (motion picture or live stage)		A	P	P
	Outdoor theater (live stage, not a drive-in)	C	C		P
	Outdoor performances, concerts and entertainment ²		A	A/P	A/P
	Single- or multi-purpose recreation facilities such as golf range, ice skating and bowling ³	A	A		A

Table 6.1
Permitted Uses

P-----	Automatically Permitted Use				
A-----	Use Permitted with an Administrative Permit				
C-----	Use Permitted on Approval of a Conditional Use Permit				
[blank cell]	Not Permitted				
Use Category	Typical Permitted Uses	MU-M		CM	
		DD3	PA 1	PA 2	PA 3
Public and Quasi-Public Uses	Church, temple, or other place of religious worship ^{1,4}	A	A	A	A
	Fire station, police station	A	A	P	P
	Post office, library, museum ¹	A	A	P	P
Retail Sales and Services	Animal services: dog clip & wash, veterinary office or clinic (no animal hospital; kennel is allowed as an incidental use)	A	A		P
	Auction house ⁵			C	C
	Barber shop, beauty shop, reducing salon, manicure parlor	A	A	P	P
	Clothing services: laundry or dry-cleaning agency, self-service laundry or dry cleaning, hand laundry, sponging and pressing	A	A		P
	Copying, addressographing, mimeographing, photostating, instant printing, photography, picture framing	A	A	P	P
	Gas Station, auto repair ⁶	A	A		A
	Health club/gym		A	P	P
	High fashion/upscale previously owned clothing and accessories			P	
	Hotel		A	A	P
	Locksmith, watch repair, small appliance repair, bicycle repair	A	A	P	P
	Non-restaurant retail food services (including kiosks, food halls, refreshment stands, soda fountain)	A	A	P	P
	Outlet retail			P	
	Parcel delivery service	A	A	P	P
	Single price overstock/discount stores			P	
	Specialized stores for apparel, household supplies, business supplies, promotional retail, service retail	A	A	P	P
	Stand-alone or in-line retail stores		A	P	P
	Tailor, dressmaker, seamstress, shoe repair	A	A	P	P
	Upscale convenience store			P	
	Vehicle sales (ancillary service)		C		C
	Vehicle sales (no service) ⁷		C	P	C

Table 6.1
Permitted Uses

P-----	Automatically Permitted Use				
A-----	Use Permitted with an Administrative Permit				
C-----	Use Permitted on Approval of a Conditional Use Permit				
[blank cell]-----	Not Permitted				
Use Category		Typical Permitted Uses		MU-M	CM
				DD3	PA 1
Studios	Costume design, interior decoration, photography, writing, drama, dance, music, arts and crafts (including stained glass) ⁸		A	A	P
	Motion pictures (indoor) ⁹			C	P
	Radio, television, recording		A	A	P
Residential/Mixed-Use					
Residential/Mixed-Use	Adult Care Facility			A	
	At-grade apartments, townhomes, condominiums		P		
	Elevated apartments, townhomes, condominiums ¹⁰		P	P	A
	Live-Work Residential		A	A	A
Parking					
Parking	Parking lot, parking building/structure or shared parking facilities associated with an approved use		P	P	P
	Parking lot or structure - primary use		C	C	C
Accessory Uses ¹¹					
Public Park or Playground	Park, playground		P	P	P
Private Recreational Facilities	Swimming pool, tennis court, skating rink, gym/fitness center (if center is ancillary to residential uses)		P	P	A
Passenger Station	Bus station, rail station, taxi stand		P	P	P
Alcoholic Beverage Sales and Service	Alcoholic beverage sales and service in conjunction with a restaurant, department store, drugstore, supermarket		A	A	P
	Alcoholic beverage sales and service in conjunction with take-out food, bar, indoor theater		C	C	C
Communication and Utilities Stations ¹²	Transmitter, receiver, or repeater station; gas distribution, control, or measurement station; electric distribution substation; pumping station; major wireless telecommunication facilities		C	C	C
	Minor telecommunication facilities		P	P	P
Temporary Uses ¹³					
Offices	Contractor office, real estate office, office flex space, election campaign office		P	P	P
Outdoor Sales	Sidewalk, parking lot, and tent sales; Christmas tree sales; pumpkin sales; food trucks		A	A	A
Outdoor Festivals	Farmer's market, carnival			P	P
Programmed Events ¹⁴	Scheduled events ancillary to retail uses		A	A	A

6. DEVELOPMENT STANDARDS

Prohibited Uses
Adult businesses
Bail bonds
Check cashing services, payday loan services and deferred deposit
Convenience store (other than upscale convenience store in PA 2)
Firework stands
Thrift store, pawn shop, salvation army type store, "army surplus" or "second hand store" other than upscale pre-owned clothing and accessories in PA 2.
<ol style="list-style-type: none">1. Where the referenced use is permitted or permitted with permit (a) total gross leasable area within a Planning Area for any one such use shall not exceed 5 percent and (b) uses that do not generate sales tax shall not exceed 10 percent in the aggregate of the gross leasable area within a Planning Area. The applicant shall provide the City with documentation to ensure these limits are adhered to prior to issuance of a business license for automatically permitted uses or prior to the approval of an Administrative Permit.2. At Community Development Director discretion, and after appropriate consultation with the Los Angeles County Sheriff's Department, an Administrative Permit may be required for events anticipated to attract large crowds or which could have security or public health or safety considerations. Smaller scale events shall be allowed by right.3. Not to include stadium or arena.4. See CMC 9138.22 and 9182.25.5. Ord. 86-763U, §1; Ord. 87-813, §1.6. Gas stations and auto repair shall only be permitted when related to retail stores of 50,000 square feet or more.7. See CMC 9138.15.8. Where the referenced use is permitted or permitted with permit, total gross leasable area within a Planning Area for such uses that do not generate sales tax shall not exceed 20 percent in the aggregate of the gross leasable area within a Planning Area.9. See CMC 9133.10. Residential Uses in PA 1 requiring a General Plan Amendment shall require a CUP. All other residential uses in PA 1 shall be permitted.11. Accessory use: a use of the land or of a building which is: (1) clearly incidental and subordinate to the principal use of the land or building; (2) located on the same lot with the principal use; (3) not a generator of additional auto trips, parking needs, or adverse environmental impacts; and (4) for uses other than eating establishments, bars and indoor theaters, occupies equal to or less than 10 percent of the area of the principal use. Where more than one accessory use occurs on a development project site, the total aggregate of all accessory uses must be equal to or less than 10 percent.12. Major wireless telecommunication facilities shall be permitted subject to a Conditional Use Permit and the requirements of Section 9138.16 of the Carson Municipal Code. Minor wireless telecommunication facilities, as defined in Section 9138.16 of the Carson Municipal Code, are permitted by right and do not require a Conditional Use Permit.13. For temporary uses, the Community Development Director has discretion whether to require design review.14. A calendar of programmed events shall be submitted annually for review and approval by the Community Development Director. Additional events may be added to the annual calendar and approved on an individual basis throughout the year.

6.2 General Development Standards

Development standards control the building envelopes for the proposed residential, commercial, service and entertainment uses. These regulations have been designed to provide for flexibility in site design while ensuring a consistent and coordinated built environment for The District at South Bay.

**Table 6.2-1
General Development Standards**

Topic						
Density/Intensity						
At-grade multi-family	60 du/ac max.	n/a	n/a	n/a		
Elevated multi-family	60 du/ac max.	60 du/ac max. ¹	60 du/ac max. (with AP)	n/a		
Vertical mix of uses ²	Commercial not to exceed .5 FAR and residential not to exceed 60 du/ac ¹		Commercial not to exceed .5 FAR and residential not to exceed 60 du/ac	n/a		
Commercial uses (including hotel)	0.5 FAR max.		0.5 FAR max.			
Building Setbacks						
Perimeter Setbacks:						
Interstate 405	110 feet min.	n/a	75 feet min.	n/a		
Del Amo Boulevard	10 feet	20 feet	10 feet			
Main Street	10 feet	20 feet	n/a	20 feet		
Northern Border (north of DD3)	20 feet	n/a	n/a			
Storm Channel	n/a		70 feet min. from property line for commercial buildings with base building height up to 52 feet; 250 feet min. from property line for commercial buildings with base building height over 52 feet			
Internal Setbacks						
Building to Street B within Del Amo Entry Area	n/a	20 feet min. from the back of curb for buildings with base building height up to 28 feet; 30 feet min. from the back of curb for buildings with base building height greater than 28 feet	20 feet min. from the back of curb for buildings with base building height up to 28 feet; 30 feet min. from the back of curb for buildings with base building height greater than 28 feet	n/a		

Table 6.2-1
General Development Standards

Topic	Mixed-Use Marketplace Commercial (MUC)		PA 1
	DDG	PA 1	
Commercial building to Street A/ Street B other than Del Amo Entry Area	Street A: 10 feet min. from the property line Street B: 10 feet min. from the prop- erty line, or if private street, 10 feet min. from the back of curb	Street A: 10 feet min. from the property line	Street A and Street B: 10 feet min. from the property line, or if private street, 10 feet min. from the back of curb
Residential building to Street A/ Street B other than Del Amo Entry Area	15 feet min. from the property line	Street A: 15 feet min. from the property line	n/a
Commercial building to commercial building (if detached)	20 feet min. from building to building	20 feet min. from building to building	
Residential building to commercial building or parking structure (if detached)	25 feet min. from building to building	25 feet min. from building to building	n/a
Encroachments³			
Encroachments	See Municipal Code §9126.29/§9136.29	See Municipal Code §9126.29/§9136.29	
Sidewalks/Walkways/Parkways⁴			
Internal Sidewalk Widths	4 feet min.	4 feet min.	
Adjacent to:			
Street A	8 foot parkway min.	8 foot parkway min.	
Del Amo Entry Area	10 foot parkway min.	10 foot parkway min.	
Street B	5 feet min.	5 feet min.	
Multi-Purpose Path	8 feet minimum of bike path, 4 feet minimum of pedestrian path (may be attached)	n/a	8 feet minimum of bike path, 4 feet minimum of pedestrian path (may be attached)
Open Space⁵			
Private Open Space ⁶	Development 25 du/ac or more in density: studios and 1 bedroom: 60 square feet average, 50 square feet min. per unit; 2 bedrooms: 75 square feet average, 65 square feer min. per unit; 3+ bedrooms: 100 square feet aver- age, 80 square feet min. per unit; all with a minimum dimension of 5 feet in any direction Development less than 25 du/ac in density: 100 square feet min. per unit, with a minimum of 5 feet in any direction	PA 1 standards applicable to residential development with approval of Administrative Permit	n/a

Table 6.2-1
General Development Standards

Topic	Minimum Development Standards		Development Standards	
	DD3	PA 1	PA 1	PA 1
Common Open Space ⁷	300 square feet min. per unit, with a minimum dimension of 15 feet in any direction	Studio and 1 bedroom: 150 square feet min. per unit; 2 bedrooms: 200 square feet min. per unit; 3+ bedrooms: 250 square feet min. per unit, all with a minimum dimension of 15 feet in any direction	PA 1 standards applicable to residential development with approval of Administrative Permit	n/a
Private Storage Space ⁸	Development 25 du/ac or more in density: 100 cubic feet of private storage space Development less than 25 du/ac in density: 200 cubic feet of private storage space	PA 1 standards applicable to residential development with approval of an administrative permit	n/a	
Public Plazas ⁹	n/a	n/a	Each commercial use shall provide or contribute towards public plaza space equal to 15 percent of the total square feet (in GLA) of building. This standard only applies to buildings within the Entertainment Area	
Parking				
Auto Parking ^{10,11}	Residential: 0 bedrooms (not more than than 450 square feet): 1 space/unit; 1 bedroom, and 0 bedroom units larger than 450 square feet : 1.5 spaces per unit; 2 bedrooms or more: 2 spaces per unit Guest Parking: 1 space per 4 units Commercial: 4 spaces per 1,000 sq. ft. of gross leasable area, except: Theater = 1 space/4 seats Hotel = 1 space/room	Residential: Same as PA 1 and DD3 with approval of Administrative Permit Commercial: 4 spaces per 1,000 sq. ft. of gross leasable area, except: Theater = 1 space/4 seats Hotel = 1 space/room	Commercial: 4 spaces per 1,000 sq. ft. of gross leasable area, except: Theater = 1 space/4 seats Hotel = 1 space/room	
Preferential Auto and Bicycle Parking	Per City Code Section 9165.3	Per Section 5.1.3 of this Specific Plan		

6. DEVELOPMENT STANDARDS

1. On Planning Area 1 only, a General Plan Amendment shall be required to increase the maximum permitted residential density to 80 du/ac.
2. For developments with residential and commercial horizontal mixed use, maximum commercial FAR is not reduced by residential density, and maximum residential density is not reduced by commercial FAR.
3. Outdoor dining, benches, outdoor displays, or any other ancillary uses as approved by the Community Development Director may encroach into the sidewalk area a maximum of 8 feet from the building frontage.
4. Refer to Sections 5.1.2 and 5.1.4, providing flexibility to reduce or eliminate sidewalks, walkways, and/or parkway widths, subject to Community Development Director approval.
5. For residential uses, at least 40 percent of common and private open space must be usable for recreation, which is defined as open space that serves a specific function with an average gradient of not more than 5 percent and excludes sidewalks within the public right-of-way. Usable open space excludes space located within roadway setback areas. The recreational areas shall be located within reasonable proximity of the dwelling units. Usable open space may include, but is not limited to: balconies, terraces, roof gardens, children's playgrounds, pools, clubhouses, BBQ pits, fire pits, seating areas, and landscape areas within or immediately surrounding these open space areas. Walkways and their associated landscaping that serve no purpose other than connecting these spaces shall not be considered usable open space.
6. Each bedroom category must address both its minimum size and average size private open space requirements. Any unit that does not meet the minimum requirement will not have any of its private open space counted towards the overall average. No more than 10% of 1 BR, 2BR or 3BR units may provide less than the minimum size requirement. If any bedroom category has a shortfall in average private open space, that shortfall must be replaced by additional usable open space above the required amount at a one-to-one ratio.
7. Open space includes accessible walkways, landscaping areas, and non-private courtyards. Common areas such as clubhouses, pools and spas can satisfy up to 50 percent of the common open space requirement. Up to 1/2 of the common open space can be satisfied on other development sites within reasonable proximity to the dwelling units.
8. Refer to Section 6.12 of this Specific Plan for additional guidance on the provision of private storage space.
9. Refer to Section 6.3 for additional guidance on the provision of public plazas.
10. Shared parking will be allowed per the Community Development Director's approval and subsequent to a parking study if deemed necessary by the Community Development Director.
11. If DD3 is developed with only residential units (no commercial), the guest parking requirement shall be 0.5 spaces per unit. If DD3 is developed with a combination of residential and commercial use, the guest parking requirement shall be 0.25 spaces per unit.

Table 6.2-2
Building Height Development Standards

USE	AREA	BASE BUILDING	WITH SECONDARY FEATURES ¹		WITH MAJOR FEATURES ¹	
		Max. Height	Max. Height	Max. Width of Feature (% of elevation length)	Max. Height	Max. Width of Feature (% of elevation length)
RESIDENTIAL						
Multifamily ²	n/a	75 feet	75 feet	n/a	75 feet	n/a
COMMERCIAL						
Retail	>100,001 SF	32 feet	42 feet	30%	52 feet	15%
Retail	60,001-100,000 SF	30 feet	38 feet		48 feet	20%
Retail	40,001-60,000 SF	28 feet	36 feet		46 feet	30%
Retail	15,001-40,000 SF	28 feet	34 feet		44 feet	40%
Retail	<15,000 SF	26 feet	30 feet		36 feet	50%
Theater	n/a	60 feet	70 feet		80 feet	20%
Hotel	n/a	75 feet	79 feet		85 feet	15%
Commercial - Elevated Podium ³	n/a	85 feet	85 feet	n/a	85 feet	n/a
MIXED-USE						
Vertical mix of uses: two story office/retail over at-grade retail	10,000-30,000 SF	35 feet	40 feet	30%	45 feet	30%
Other vertical mix of uses ^{2,3}	n/a	75-85 feet	75-85 feet	n/a	75-85 feet	n/a
PARKING						
Parking Structure ⁴	n/a	45 feet	50 feet	n/a	55 feet	n/a
ACCESSORY STRUCTURES						
Accessory Storage	maximum height to be determined according to standard for principal use					
1.	Major and secondary features are building elements that are added to building faces to provide architectural interest, without adding to interior floor area. Major features are more prominent than secondary features, and are often used to focus visual attention with a vertical element that rises above the base building. Major features may sometimes incorporate secondary features, which are physically connected to them. Where such secondary features are an integral part of the major feature, the overall assemblage can be considered collectively as the major feature, with the height limitation applying to the highest-most point of the assemblage.					
2.	The maximum height of any living space in residential structures cannot exceed 74 feet, 11.9 inches, so as not to be classified as a high-rise structure as defined by Los Angeles County Fire Department regulations.					
3.	The maximum height for Commercial - Elevated Podium and vertically mixed-use buildings is 85 feet when located within 1,000 feet of the project's easterly border (loosely defined as the I-405 freeway) as measured along the southern edge of Del Amo Boulevard. For buildings along the northern edge of Del Amo Boulevard or beyond the 1,000-foot area described above, the maximum height is 75 feet.					
4.	Maximum parking structure height applies to the height of the primary structure only; elevator shafts are excluded. Maximum parking structure height does not apply to on-grade parking under Commercial - Elevated Podium retail.					

6.3 Public Plazas

This Specific Plan requires each commercial use within the Entertainment Area in PA 3 to provide or contribute towards public plaza space equal to 15 percent of the total gross leasable square footage (GLA) of building. Shown conceptually in Figure 6.4a, the Entertainment Area could consist of commercial uses such as a movie theater, restaurants, arcades and various retail shops bounded by Street A and Street B. For example, the conceptual Project Illustrative proposes approximately 235,500 GLA square feet of entertainment uses in PA 3, as shown in Table 4.0. Based upon the requirement stated above, 35,325 GLA square feet of public plaza space would be provided within the Entertainment Area (235,500 multiplied by 15 percent). The following are public plaza requirements and guidelines applicable to the Entertainment Area in PA 3; no public plaza shall be required elsewhere within Development District 3 or the Planning Areas.

6.3.1 Public Plaza Requirements

- A. Public plazas may consist of pedestrian-accessible spaces, including outdoor seating areas, open space, water features and landscape areas. Please refer to Section 7.0 for further information.
- B. Outdoor eating areas provided as part of private eating establishments cannot be counted towards the public plaza requirement, unless:
 - 1. The eating areas are open and accessible to the public, and have intermittent fencing and/or landscaped obstructions.
 - 2. If the eating areas are enclosed by fencing or landscaping no greater than four feet in height, these areas may count towards up to 20 percent of the total public plaza requirement.
- C. Public plazas shall exclude parking areas, roadways (except for Fire Department access) and the first five feet surrounding all sides of the buildings.
- D. Public plazas shall be provided with a minimum of 20 percent shade coverage, which can be provided through containerized trees, trellises, gazebos, awnings, or other similar improvements. 30 percent of the plaza area shall be soft-scaped.
- E. In order to enhance the pedestrian environment, plazas shall contain a minimum of three engaging public functions, such as outdoor seating, public art, water features, or other similar improvements.
- F. Public plazas shall have a minimum dimension of 20 feet in width and 20 feet in length.
- G. Public plaza areas are not intended to serve as space for outdoor sidewalk sales.
- H. Uses in the Entertainment Area do not need to satisfy the public plaza space requirement immediately next to their buildings, and are instead encouraged to coordinate public plaza space with other uses to provide larger plaza spaces that are centrally located and serve multiple

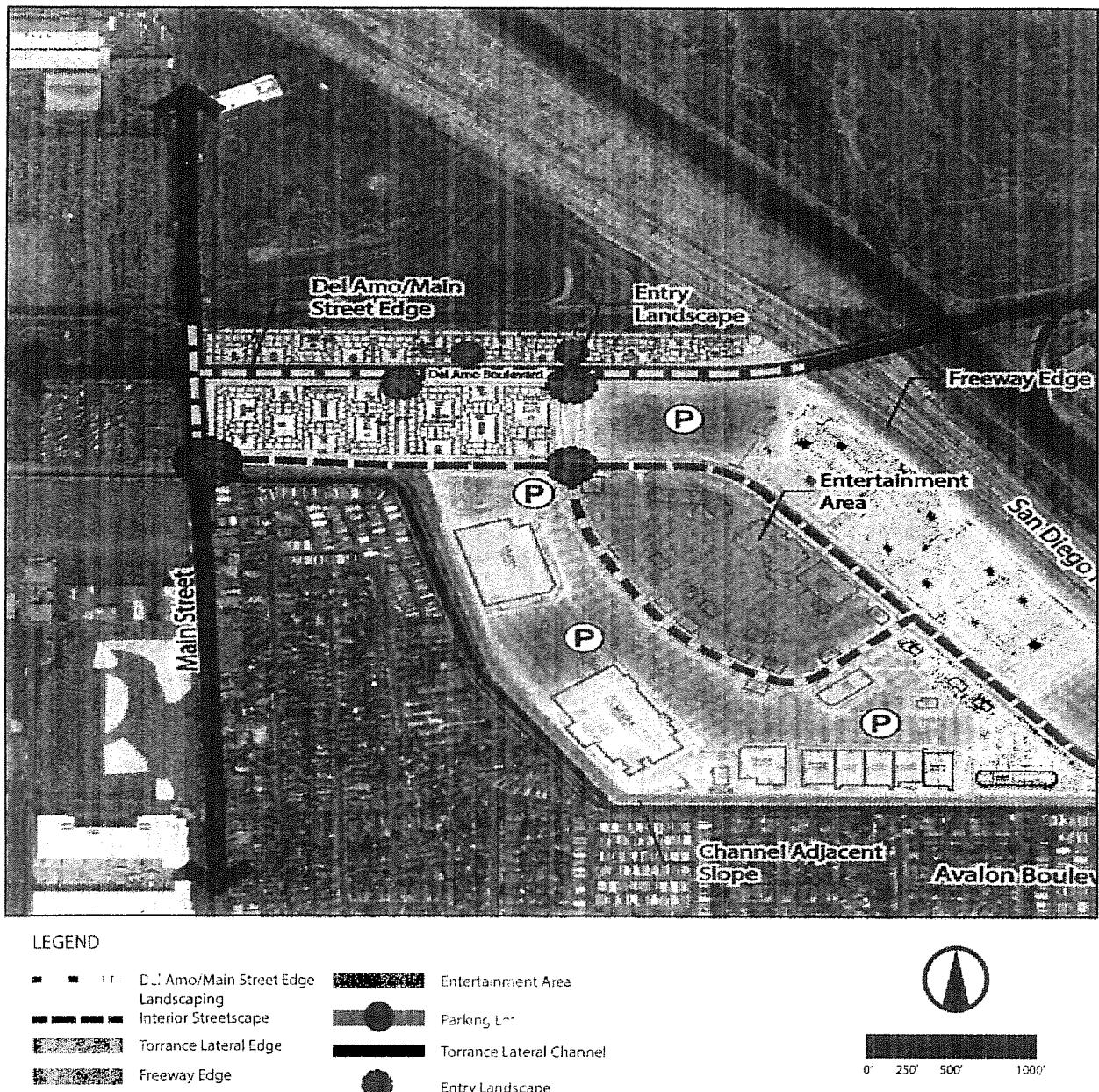
buildings. Public plazas are encouraged to be contiguous and connected via landscaped pedestrian walkways. In addition, public plazas are strongly encouraged to be buffered from parking and drive aisle areas.

- I. Development applications that incorporate public plazas shall be accompanied by design plans for the plaza areas, specifying location and extent of landscaping, irrigation systems, structures and circulation (vehicular, pedestrian and bicycle).
- J. If the Entertainment Area is not constructed, public plaza space is not required.

6.4 Landscaping

6.4.1 General Provisions

- A. Due to the subsurface constraints posed by the landfill site, trees shall generally not be permitted to be planted in the soil in the landfill portion of the Project Site unless there is reasonable certainty that the proposed tree and its location are not determined to pose a threat to the Cap by DTSC.
- B. For plantings that will be directly in the soil within the landfill portion of the Project Site, the landscape palette shall consist primarily of small to medium shrubs, members of the grass family and other plants with fibrous root systems, bulbs, culms or rhizomes. Taller species with fibrous and/or surficial root systems, this includes, among others, members of the palm and bamboo families. For plantings outside of the landfill limits there are no restrictions as to roots systems for shrubs and or trees.
- C. The taller species of trees that have a typical woody root structure shall be containerized either above or below grade. For containerized trees below grade, a subsurface drainage conveyance system will be necessary to convey drainage off-site.
- D. Although Pampas Grass (*Cortaderia selloiana*) and Giant Reed (*Arundo donax*) are plants that have fibrous root systems, they are invasive exotic plants and their use is strongly discouraged due to their ability to escape and naturalize off-site.
- E. The plant palette includes, but is not limited to, Bob Perry's Landscape Plants for Western Regions since these plants are either native or adapted to the local climate and can survive with limited amounts of water. The plant palette is located in Appendix A.
- F. The intent is for irrigation of the landscape to be kept to a minimum to conserve water and to avoid the impact irrigation may have on the shallow soils and the Cap. Therefore, drip irrigation and a native-plant palette shall be used to the maximum extent feasible.



Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 6.4a Concept Landscape Themes

6.4.2 Landscape Theme Areas

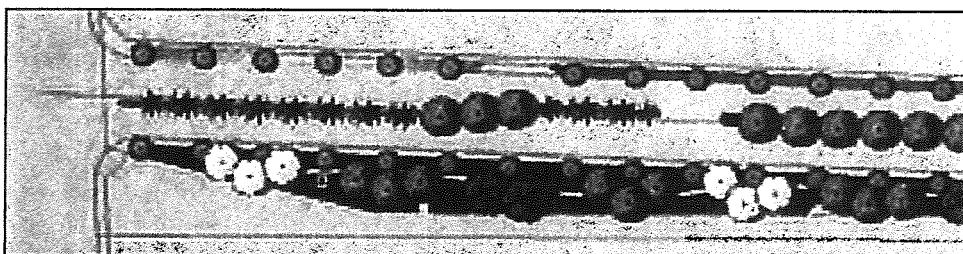
The District at South Bay includes several landscape theme areas with unique qualities or goals to address the diversity of edge conditions and planned uses. These themes are conceptual in nature and therefore not precise and will be clarified further during plan submittal. The following is a description of the landscape themes for various areas within the Project Site and a brief discussion of their design intent. For the conceptual delineation of these themed areas, see Figure 6.4a. A conceptual landscape plan for the streetscape, including entry monumentations and slopes, shall be prepared to ensure a cohesive development.

Del Amo Boulevard and Main Street Edges

The Del Amo Boulevard and Main Street edges shall have landscaped setbacks to buffer the proposed residential and/ or commercial uses from the street. It is envisioned that a landscape treatment will be applied within the parkways. These edges may be designed to coordinate with the landscape themes of the adjacent properties. A comprehensive image for the area will be developed to complement the landscape themes of adjacent properties while maintaining a unique project character. Tree wells shall be placed within the sidewalk in the public right-of-way at the discretion of the Community Development Director and the City Engineer.

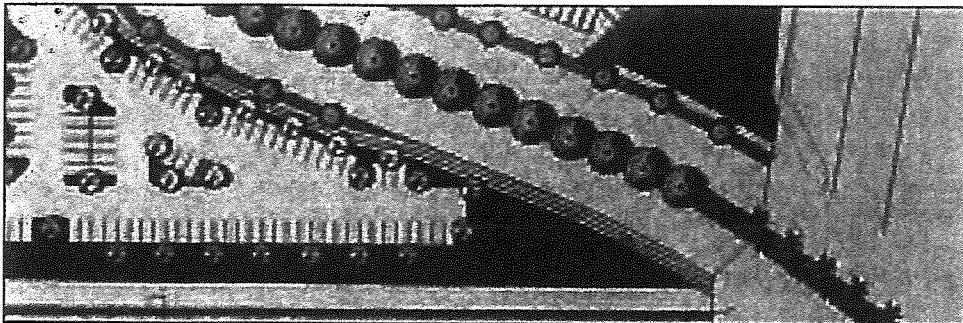
Entries

Points of access shall have landscaping that identifies the entries and clearly separates them from the surrounding context. To attract attention and create a focal point, entries shall typically have species that differ in height, color and texture from the streetscape treatment. See Figure 6.4a for the proposed entry landscape area locations. Figures 6.4b and 6.4c below illustrate conceptual designs for entry streetscapes; similar designs may be used at other project entries shown in Figure 6.4a.



Source:
CCA, 2017.

Figure 6.4b Conceptual Landscape for Entries: Main Street at Street A



Source: CCA, 2017.

Figure 6.4c Conceptual Landscape for Entries: Street A at Avalon Boulevard

Note: Illustrations are purely conceptual in nature. Final landscaping to be determined with the submittal of a Development Plan.

Freeway Edge

This zone will primarily consist of the top of slope and slope bank that parallel the western edge of the I-405 Freeway and shall be designed by the City to work in conjunction with signage, building facades and view fence designs.

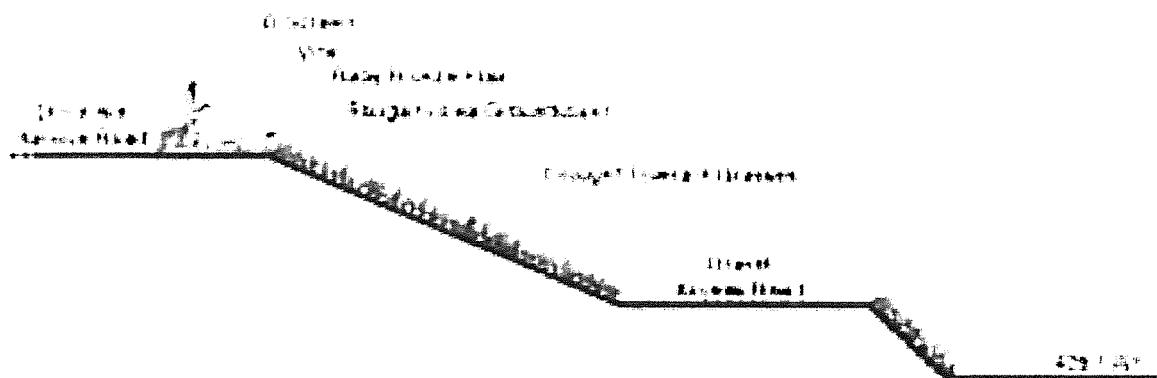
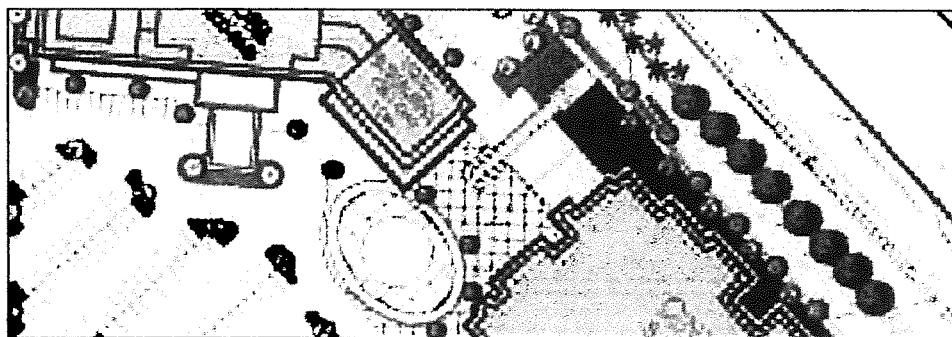


Figure 6.4d Conceptual Landscape for Freeway Edge

Entertainment Area

An entertainment component makes up a significant portion of PA 3. This area shall have a variety of plants from small to very large that will primarily be containerized in large and small pots, raised planters and trellises. The landscaping should be pedestrian friendly, providing areas of shade and accents. A minimum of 30 percent of the public plaza area must be soft-scaped.



Source: CCA, 2017.

Figure 6.4e Conceptual Landscape for Entertainment Area

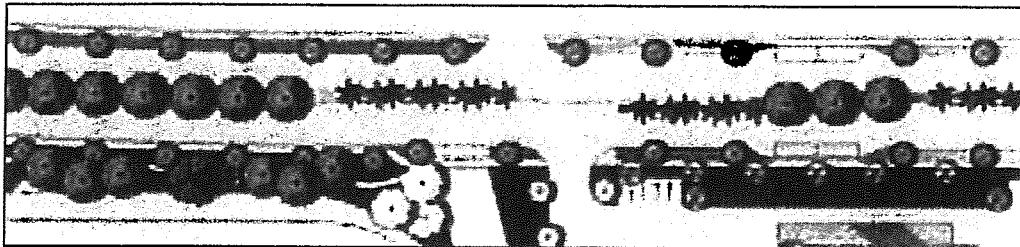
Note: Illustrations are purely conceptual in nature. Final landscaping to be determined with the submittal of a Development Plan.

Internal Streetscape

The internal streetscape consists of entry drives and Street A and Street B (see Figure 5.1a). These form a hierarchy of streetscapes with the opportunity to design them together as an integral element of the overall plan. Although portions of these streets are located on top of the original haul roads where planting is not restricted, the portions of the streets that are not within the original haul roads will be subject to DTSC requirements for landfill properties, including containerized trees and non-woody root system shrubs and ground cover.

It is expected that these internal streets will typically have landscaped medians and edges (see Figures 6.4f and 6.4g). There shall be continuous shrub and ground-cover plantings in the medians and edges with vertical landscape and/or hardscape elements at an average of every 50 feet along the edges. In

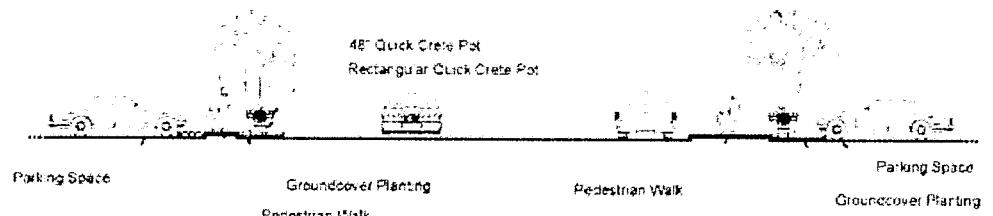
addition, in order to protect view corridors and signage visibility, trees may be planted outside the right-of-way, provided that the number of trees is greater than or equal to the number of trees that would otherwise be required in the right-of-way. Trees may also be clustered, so long as the number of trees planted is greater than or equal to the number of trees that would otherwise be required, and the landscape plans are visually pleasing and harmonious with the rest of the development. Clustered trees may be placed at entry driveways, on-site drive aisles, and pedestrian plaza entries that face Street A. The landscape plans for the median and parkway on the public road (Street A) must be approved by the City Engineer.



Source: CCA, 2017.

Figure 6.4f Conceptual Landscape for Internal Streetscape: Street A South of PA 1

Wilson Olive Tree



Source: CCA, 2017.

Figure 6.4g Conceptual Landscape for Internal Streetscape: Street B (Private)

Note: Illustrations are purely conceptual in nature. Final landscaping to be determined with the submittal of a Development Plan.

Parking Lot

The parking lot areas shall achieve, across the Project Site, a minimum of 5 percent landscape coverage, which shall include parking fields, parking drive aisles, and landscape areas adjacent to limits of parking fields. The landscaping may consist of tall vertical elements such as containerized trees and palms or low-lying shrubs and/or groundcovers. Drought tolerant grasses and rockscapes are also permitted. The shrubs and groundcovers should not exceed three feet in height at maturity to keep sight distances clear for vehicles. Landscape planters should be provided at the ends of every parking row, but are not required in between. In DD3, landscaping in the parking lot areas may be grouped or focused to facilitate stormwater uptake and filtration.

Parking Structure Edge

Parking structure (excludes Commercial- Elevated Podium, which is addressed below) facades visible from the freeway should be designed with enhanced aesthetic treatments to soften the visual appearance of the structure. Treatments may include, but are not limited to, landscaping, signage, or special treatment of building materials (use of color or patterns) as approved by the City. If parking structures are adjacent and visible to residences, the edge of the structure shall achieve 50 percent coverage of visible concrete surfaces with landscaping. Coverage can be achieved through measures such as planters along the visible

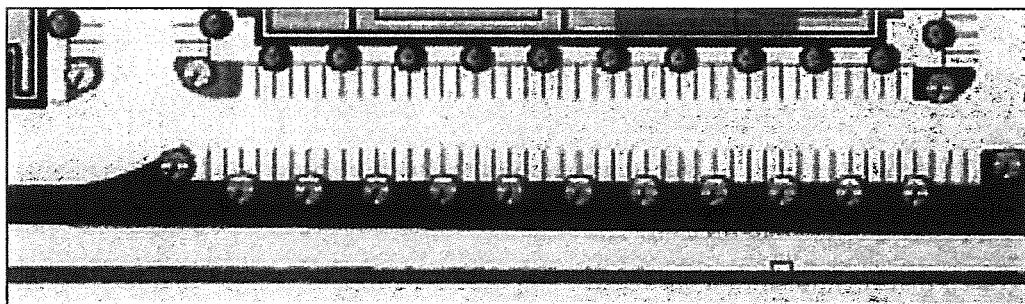
edge of the structure planted with cascading vines, or through a vertical trellis structure with vines planted at each parking level, or by other means.

Parking on Grade Under Podium (Commercial-Elevated Podium)

Parking on-grade located under raised podium at Commercial - Elevated Podium shall be an open garage with up to 3 foot high enhanced treatment of landscaping plant material screen or other screen material (other material up to 50% open) to prevent automobile light and glare viewed from Street A. Openings in the landscape plant material and screen material are permitted for customer convenience. Building elevations of open parking area under podium facing adjacent open parking fields and freeway side service drive/fire lane may remain open without screening. A view fence may be provided at the top of the freeway embankment for screening of perimeter parking stalls and to provide screening to open parking under the podium from the top of the embankment.

Channel-Adjacent Slope

There is, and will continue to be, a slope bank along the southern and western edges of the Project Site immediately adjacent to the access road that serves the Torrance Lateral. The intent of the landscaping for this area will be to improve upon the existing unimproved condition, stabilize slopes with minimum maintenance and water requirements, and soften the development edge as viewed from outside the southern and western edges. This area shall consist of a combination of native and adapted drought-tolerant trees, shrubs and groundcovers.



Source: CCA, 2017.

Figure 6.4h Conceptual Landscape for Channel-Adjacent Slope

Note: Illustrations are purely conceptual in nature. Final landscaping to be determined with the submittal of a Development Plan.

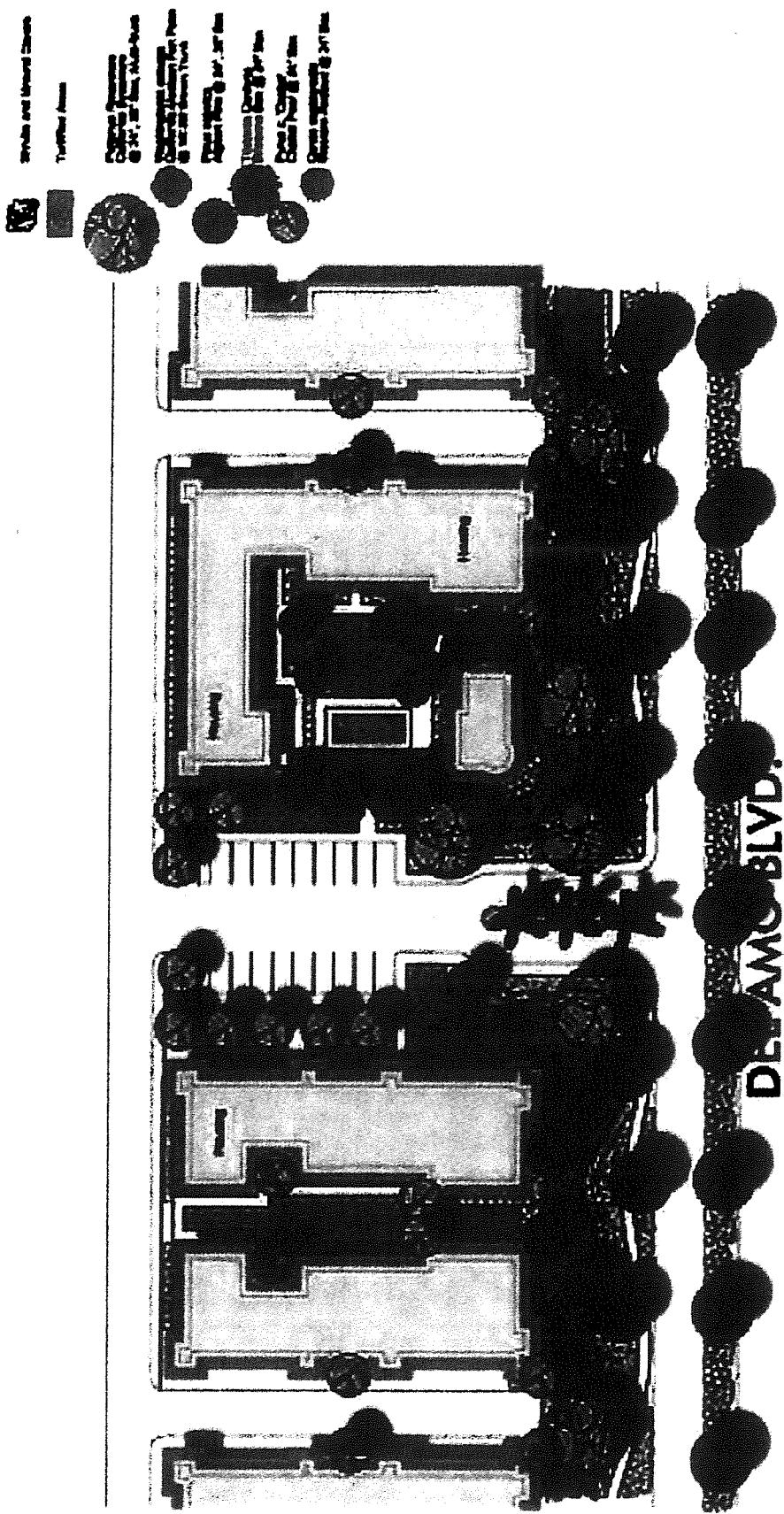


Figure 6.4i Conceptual Landscape for Residential North of Del Amo Boulevard

Source: CCA, 2005.

Note: Illustrations are purely conceptual in nature. Final landscaping to be determined with the submittal of a Development Plan.

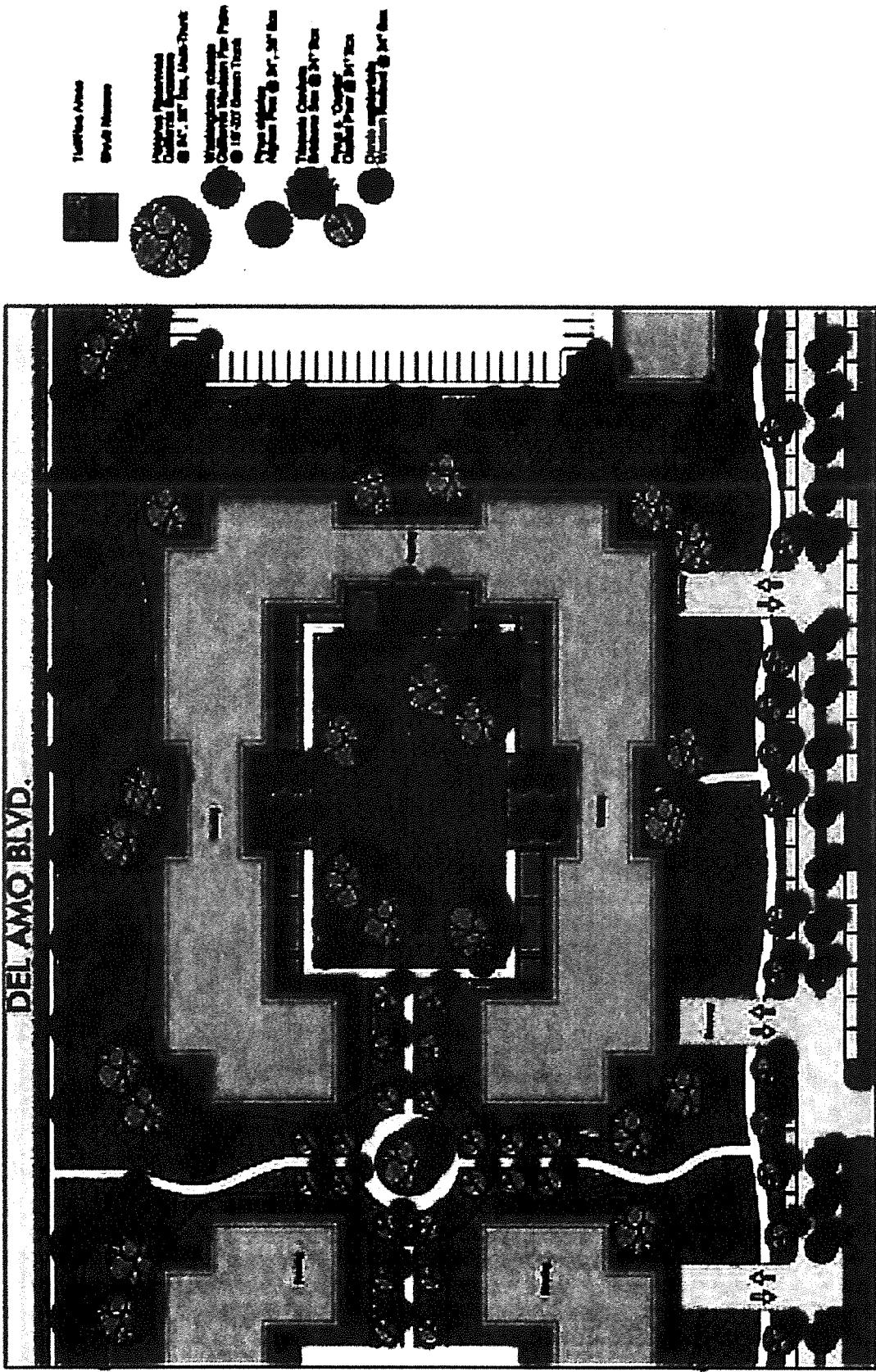


Figure 6.4j Conceptual Landscape for Residential South of Del Amo Boulevard

Source: CCA, 2005.

Note: Illustrations are purely conceptual in nature. Final landscaping to be determined with the submittal of a Development Plan.

6.5 Walls and Fences

The need for walls or fences within the Project Site is a function of the location and building orientation of commercial and residential uses. A primary goal is to achieve an aesthetically and functionally integrated mix of uses. Convenient access (pedestrian and auto) and visual access from residential to commercial uses on the Project Site are main components of integration. This can be accomplished through creative site planning techniques without compromising privacy and the quality of living environments.

Another objective is to ensure the visual compatibility of on-site commercial uses with existing surrounding residential areas. Rather than a traditional, complete separation of residential from commercial uses by walls, barriers within the Specific Plan area will be incorporated only as needed to provide for privacy or noise control.

The District at South Bay incorporates various types of walls and fences, each with its own purpose and function. Wing walls and screening walls are primarily intended to screen the Project Site from surrounding land uses and to prevent noise pollution to adjacent residential uses. As such, these walls should be designed to be opaque and consist of slump or split-faced block, or solid panel at heights of six to eight feet. Perimeter walls can also be used to screen trash enclosures, utilities and other similar functional uses.

View fencing serves to buffer residential uses from surrounding traffic or, when desired, commercial uses. As the name implies, however, view fencing does not completely shield residential uses from the remainder of the Project Site. The District at South Bay is intended to function as an integrated, mixed-use project, and visual connectivity is an important component. View fencing, therefore, should consist of a semi-opaque combination of slump or split-faced block, architectural open wire fence with landscaping, wrought iron and/or landscaping to provide a secure yet friendly border. View fencing may also consist entirely of landscaping. Chain link fencing is only permitted in areas not visible from the public right-of-way, and other areas as deemed appropriate by the Community Development Director for security purposes. Other materials may also be used with approval of the Community Development Director, so long as the design is consistent with the design theme and intent outlined in the Specific Plan.

6.5.1 General Provisions

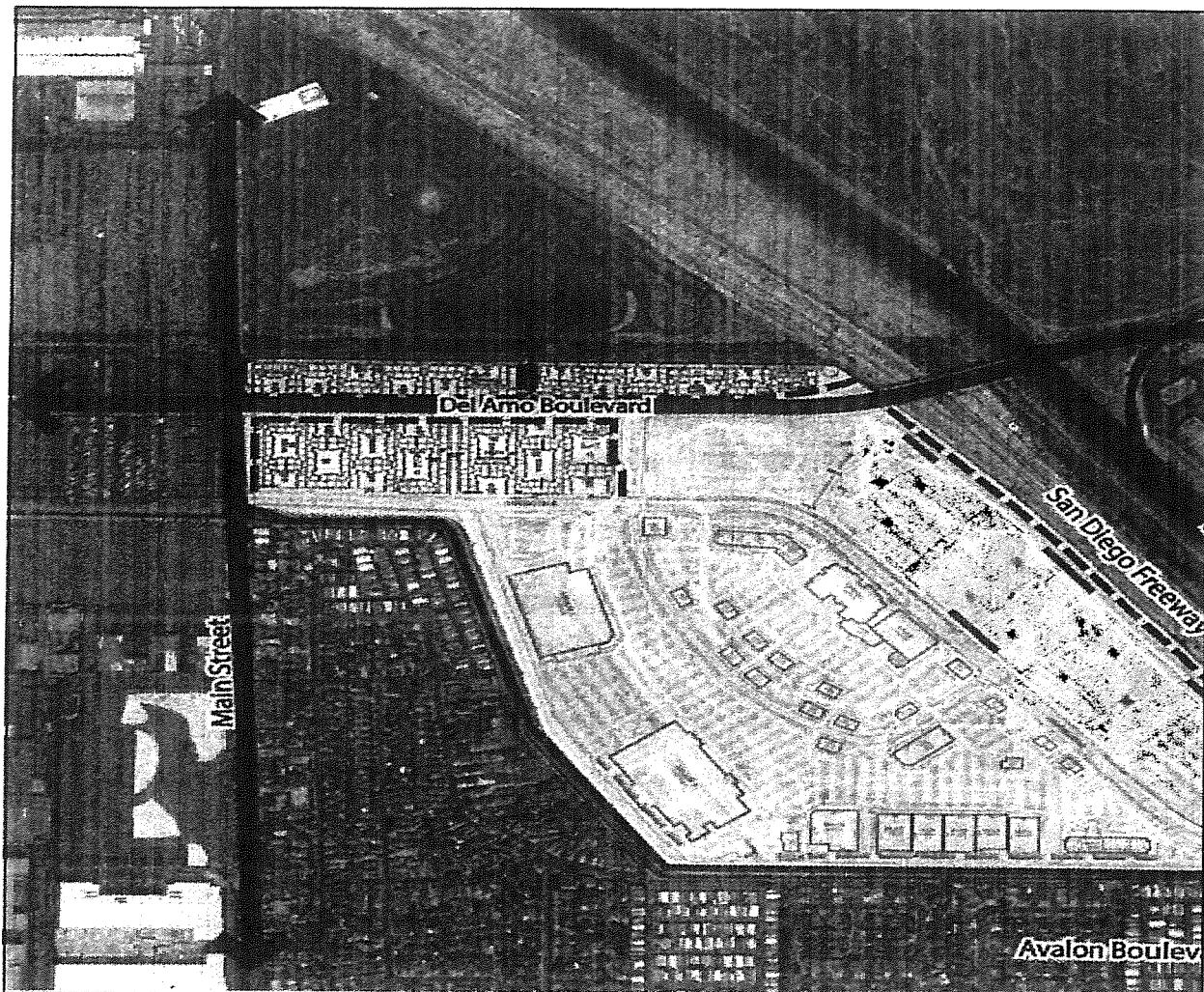
The conceptual locations of walls and fencing, as they relate to the Project Site perimeter, are shown on Figure 6.5a. The following guidelines are established to guide the location and treatment of walls and fences.

- A. A combination of solid and transparent barriers should be used to separate the residential components of The District at South Bay from Del Amo Boulevard and Main Street. Fencing shall be designed with variations using accent elements in combination of pilasters, landscapes and setbacks to reduce the monotony of fencing design.
- B. A maximum 6-foot wall or fence may be incorporated for ground-floor screening of private outdoor space of residents. Other barrier alternatives such as a landscape screen may be used if noise is not a major consideration.
- C. Entrances and exits (both auto and pedestrian) for residential projects should be integrated

6 DEVELOPMENT STANDARDS

with the entries of adjacent commercial sites so that internal access opportunities between uses are maximized.

- D. Common open space areas for commercial development, such as plaza or outdoor dining, should be accessible to adjacent residential uses.
- E. A landscape treatment shall be applied to spaces between a wall or fence and the adjacent sidewalk.
- F. Commercial loading areas shall be screened and located appropriately, where it is feasible, to minimize visual and noise impacts. Wing walls or other architectural features may be used for this purpose.



LEGEND

- Potential Perimeter Wall, View Fence or Landscape Screen
- Screen Wall at Service/Loading/Trash Compactor Area (Maneuver Area Not Screened)
- Potential Wing Wall
- Perimeter Wall
- Torrance Lateral Channel

0' 250' 500' 1000'

Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 6.5a Conceptual Walls and Fences Locations

6.6 Signage

Because of their high visibility, signs are prominent elements of the physical environment of Specific Plan area. Signs announce the presence of The District at South Bay, welcome visitors and residents, and help users navigate the Project Site. The sign development standards set forth below are intended to maximize the identification of The District at South Bay as a distinct location in a manner that complements the overall image of the City of Carson.

All signs proposed for the Project Site will be governed by a comprehensive sign program for each proposed development or Planning Area that will provide internal consistency in design style and direction for placement and size of signs, including a standardized way-finding program. The comprehensive sign program shall also include provisions that ensure that lighting from signs shall not significantly intrude upon or impact adjacent residential uses. The comprehensive sign program may be submitted and approved as part of any Site Plan and Design Review application pursuant to Section 8.1.6 or if submitted under separate cover, shall be reviewed and approved pursuant to the applicable procedures and findings for Site Plan and Design Review set forth in Section 8.1.6 of this Specific Plan. The City may adopt a Master Sign Program for the Project Site, which if adopted subsequent to the adoption of a comprehensive sign program for any development or Planning Area, shall be consistent with any previously approved comprehensive sign program for such development or Planning Area. Comprehensive sign programs adopted following adoption of a Master Sign Program shall be consistent with the Master Sign Program.

General sign standards are provided in Table 6.6, while a conceptual map of sign locations is shown in Figure 6.6a. Final sign designs, including designs for any digital signage, may vary and will be provided as part of a comprehensive sign program that shall be reviewed and approved by the Community Development Director.

Table 6.6
Sign Standards¹

SIGN TYPE ²	MAXIMUM NUMBER ³	MAXIMUM SIGN DIMENSIONS		NOTES	MAX. NIGHTTIME LUMINANCE ⁴	
		Height	Width		Digital	Static
Freeway Icon Pylon ^{5,6} Double Faced LED, Digital Display and Changeable Message (Options A and B)	1 - PA 2 Developer	88 feet	65 feet	The supporting pylon width will be 10 to 25 feet. The 20 foot high and 60 foot long LED digital display board with Changeable Message Display and Color Changing Illumination will be attached to sign panels or a sign frame that will be a maximum of 25 feet high and 62 feet wide. The top of the reader board will be located no higher than 88 feet above measured I-405 Freeway elevation. Height is measured from the elevation of I-405 Freeway immediately adjacent to the sign location. Off-site advertising may be permitted on this sign, subject to City Council approval and the obtaining of appropriate permits.	500 cd/m ²	

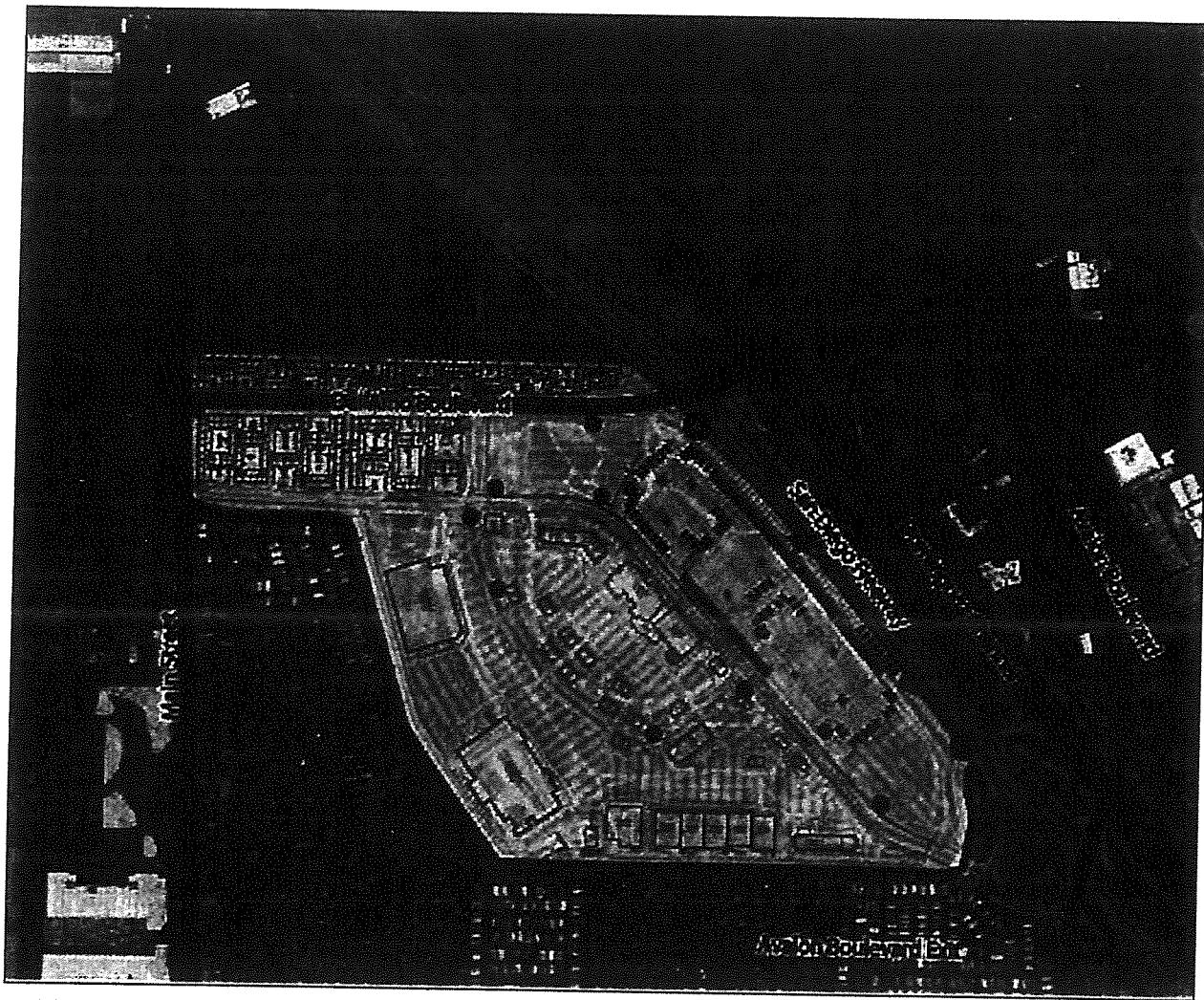
Table 6.6
Sign Standards¹

SIGN TYPE ²	MAXIMUM NUMBER ³	MAXIMUM SIGN DIMENSIONS		NOTES	MAX. NIGHTTIME LUMINANCE ⁴	
		Height	Width		Digital	Static
Freeway Icon Pylon ^{5,6} Double Faced LED, Digital Display and Changeable Message (Options A and B)	1 – City of Carson	88 feet	48 feet	The base width will be 10 feet to 25 feet. If the base is greater than 15 feet, the sign will taper up to 15 feet at top. The sign face will be 14 feet by 48 feet LED digital or static billboard display attached to the pylon. Height is measured from the elevation of the I-405 Freeway immediately adjacent to the sign location. When owned by the City, this sign would allow off-site advertising if appropriate permits are obtained.	500 cd/m ²	500 cd/m ²
Option A Freeway Icon Pylon ^{5,6} Static	2 – PA 1 and/or PA 3 Developer	88 feet	25 feet	The base width will be 10-25 feet. If the base is greater than 15 feet, the sign will taper up to 15 feet at top. Up to 6 double-sided tenant signs. Tenant signs may be 6 feet by 20 feet each. PA 3 Center ID may be placed on pylon. Height is measured from the elevation of I-405 Freeway immediately adjacent to the sign location.	-	500 cd/m ²
Option B Freeway Icon Pylon ^{5,6} Static or Double Faced LED, Digital Display and Changeable Message Allowed	1 – PA 1 and/or PA 3 Developer (to be determined by City)	88 feet	48 feet	The base width will be 10 feet to 25 feet. If the base is greater than 15 feet, the sign will taper up to 15 feet at top. The sign face will be 14 feet by 48 feet LED digital or static billboard display attached to the pylon. Height is measured from the elevation of the I-405 Freeway immediately adjacent to the sign location.	500 cd/m ²	500 cd/m ²
Project Name ID	4 – PA 2 Developer	15 feet	45 feet	The design, size, and location of the sign shall be determined by the developer in the comprehensive sign program at a later date.	-	500 cd/m ²
Project Name ID	5 – PA 1 and PA 3 Developer	15 feet	45 feet	The design, size, and location of the sign shall be determined by the developer in the comprehensive sign program at a later date.	-	500 cd/m ²
Entry Monument	Up to 3 permitted - 1 at Street A and Main St, 1 at Del Amo Blvd and Street B, and 1 at Street A and Avalon Blvd	38 feet	15 feet	The entry monuments are to provide identity signage for the Project as a whole and for the developments on each Planning Area. The design, size, and location of the signs shall be determined by the City in the Master Sign Program at a later date.	-	500 cd/m ²
North Del Amo Entry Element	2 - DD3 Developer	8 feet	12 feet	If the signage serves residential development, the sign dimensions shall be no greater than 6 feet high by 8 feet wide. Height is measured from the finished pad.	-	500 cd/m ²

6. DEVELOPMENT STANDARDS

Table 6.6
Sign Standards¹

SIGN TYPE ²	MAXIMUM NUMBER ³	MAXIMUM SIGN DIMENSIONS		NOTES	MAX. NIGHTTIME LUMINANCE ⁴	
		Height	Width		Digital	Static
Parking Garage Signage and Commercial – Elevated Podium Wall Signage	Multiple – PA 2 Developer	30 feet	300 feet	The multiple letter and graphic signs for tenant names, and static billboard display shall be allowed on parking garage and commercial - elevated podium wall area facing Freeway, Street A, and site parking fields with 60 percent maximum wall coverage.	-	500 cd/m ²
Wall Mounted Project ID Exterior ⁷	2 – PA 2 Developer 2 – PA 2 Developer	12 feet 8 feet	330 feet 230 feet	Individual illuminated sign letters located on building wall.	-	500 cd/m ²
Plaza Project ID Exterior (Entry SW and NW corners)	2 – PA 2 Developer	10 feet	12 or 24 feet	Individual illuminated sign letters. 2 to 4 letters each location at grade level exterior plaza.	-	500 cd/m ²
Wall Billboard Exterior	4 – PA 2 Developer	20 feet	60 feet	Static billboards with external front illumination. Billboards allowed to extend above top of building wall. Billboards allowed to convert to digital LED display board in the future.	500 cd/m ²	500 cd/m ²
Wall Billboard Exterior	2 – PA 2 Developer	14 feet	48 feet	Static billboards with external front illumination. Billboards allowed to extend above top of building wall.	-	500 cd/m ²
Roof Billboard Interior	8 – PA 2 Developer	10 feet	34 feet	Static billboards with external front illumination. Billboards located on roof above top of building wall.	-	500 cd/m ²
Wall Billboard Interior	1 – PA 2 Developer	14 feet	48 feet	Static billboard with external front illumination. Billboard allowed to convert to digital LED display board in the future	500 cd/m ²	500 cd/m ²
Integrated Identity Architectural Wall Graphic ⁸	6 – PA 2 Developer	(2) 27 feet (1) 24 feet (1) 24 feet (1) 24 feet (1) 24 feet	330 feet 265 feet 235 feet 220 feet 105 feet	Painted Project ID Name integrated into architectural wall vertical fin design	-	-
The number, area, type and location of wall mounted business ID signs for all Planning Areas shall be determined through the approval of a comprehensive sign program, and, if applicable, a Master Sign Program.						
<ol style="list-style-type: none"> 1. Except where noted for Freeway Icon Pylons for PA 2 and the City of Carson, no off-site advertising shall be permitted. 2. All free-standing signs may be double-sided. All digital LED signs may have color changing illumination. 3. For signs that are shared by PA 1 and PA 3, the Community Development Director shall determine the number of signs assigned to each Planning Area. The Community Development Director shall also have the authority to select Option A or Option B for the Freeway Icon Pylon Signs. 4. If any portion of the illuminated surface of the sign is visible from a residential use within 1,000 feet of said sign at night, then the sign luminance shall be reduced to less than 300 cd/m² at night. 5. Signage adjacent to the freeway will comply with applicable Caltrans standards and requirements. 6. Prior to approval of any Development Plan or comprehensive sign program, the applicant requesting approval of a Development Plan or comprehensive sign program shall conduct a view analysis to determine the exact location of the freestanding freeway oriented signs to ensure maximum visibility and maximum usability of all freestanding signs. Every effort shall be made to preserve the visibility of the freeway oriented wall mounted signs for PA2. 7. Wall mounted project ID exterior signs may project above top of building wall. 8. Integrated Identity Graphics/Murals are not considered signage; they are considered as architectural features, which are excluded from permitted signage area. 						

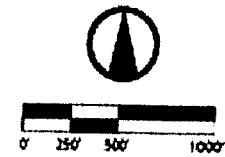


LEGEND

- Integrated Identity Architectural Wall Graphic (Informational only, not included in permitted sign area)
- Wall Mounted Project ID - Exterior
- Wall Billboard - Exterior
- Roof Billboard - Interior
- Wall Billboard - Interior (may convert to LED)

- Wall Billboard - Exterior (May Convert to LED)
- Freeway Icon Pylon, Static
- Freeway Icon Pylon, Double Faced LED, Digital Display and Changeable Message, PM2
- Freeway Icon Pylon, Double Faced LED, Digital Display and Changeable Message

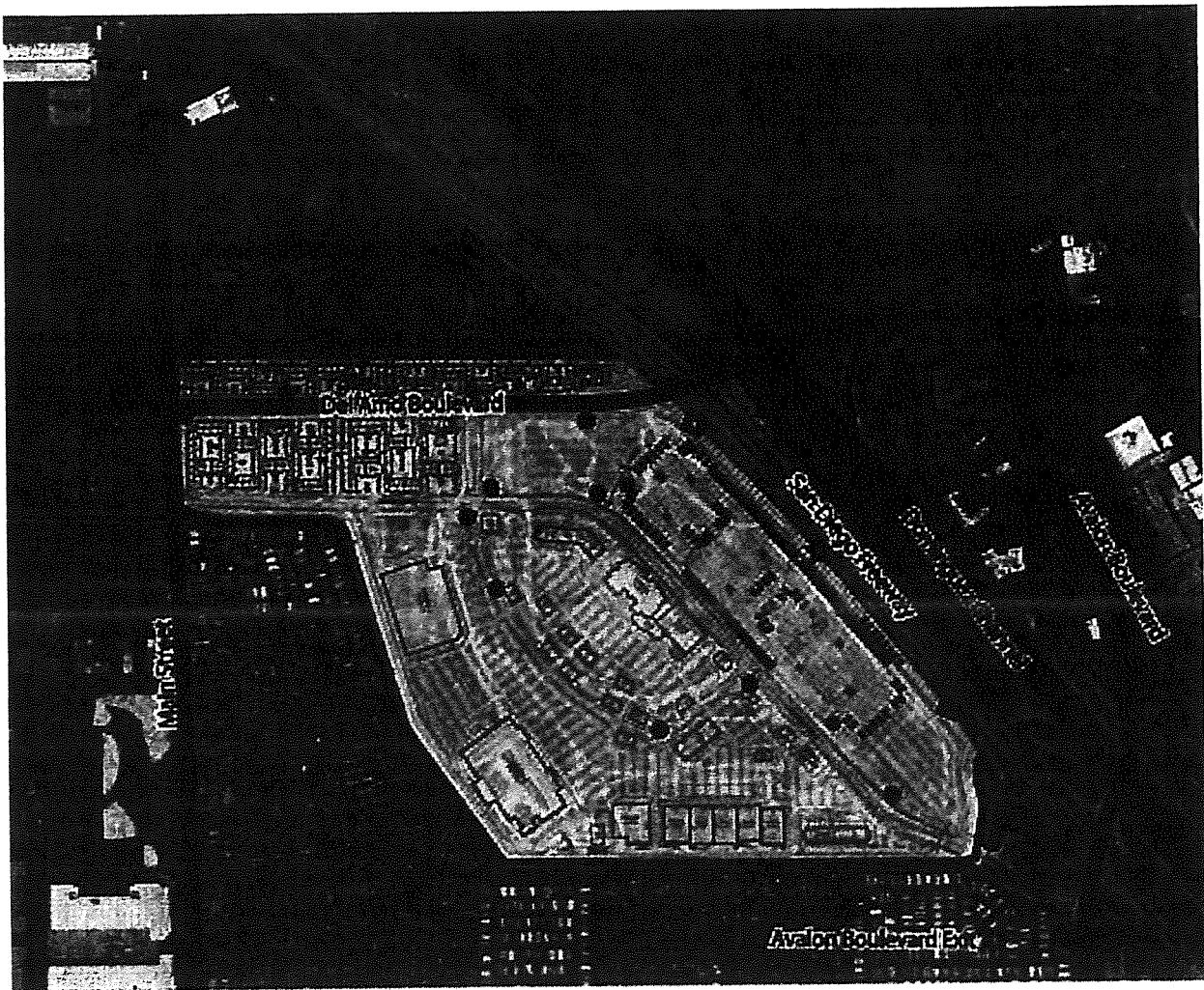
- North Del Ann Entry Element
- Project Name ID
- Entry Monument
- Plaza Project ID - Exterior



Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 6.6a Conceptual Sign Locations: Option A



LEGEND

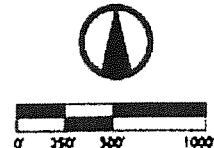
Integrated Identity Architectural Wall Graphic (Informational only, not included in permitted sign area)
 Wall Mounted Project ID - Exterior
 Wall Billboard - Exterior
 Roof Billboard - Interior
 Wall Billboard - Interior (may convert to LED)

Wall Billboard - Exterior (May Convert to LED)

Freeway Icon Pylon, LED, Digital Display and Changeable Message

Freeway Icon Pylon, Double Faced LED, Digital Display and Changeable Message, PA2

- North Del Amo Entry Element
- Project Name ID
- Entry Monument
- Plaza Project ID - Exterior



Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 6.6b Conceptual Sign Locations: Option B

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ARE INTENTIONALLY BLANK/MISSING.**

6.7 Lighting

The District at South Bay lighting standards establish a design framework to guide all future lighting improvements and meet specific lighting standards for each particular application and type of use anticipated within the proposed development options. These standards define the scale, brightness, direction, and shielding for all lighting installations within the Project Site and are intended to restrict light intensity, minimize off-site impacts, proscribe light control methods, and limit light pole heights. Design of lighting is focused on providing comfortable spaces for people to walk and ensuring the safety of residents, visitors, shoppers and employees. A Lighting Guideline Palette, consisting of various lighting styles, is included in Appendix B.

The lighting standards and the resulting lighting improvements establish the basis for evaluation of the proposed lighting impact of this development on the surrounding community. The information presented within the lighting standards establish criteria based upon standard practices established by the Illuminating Engineering Society of North America (IESNA) for measurement and design of light sources, illuminated surfaces, and lighting systems.

Generally, all light sources will be shielded to prevent direct view of high brightness light sources from adjacent properties. The lighting standards provide for specific control of the direction of light so as to limit glare and any off-site view of glare. This control limits the light distribution angle so that light is primarily directed down to the ground or up to a vertical surface. Special Event Lighting, Entertainment Lighting, and Construction Lighting are exempt from these angular criteria if the light is focused to restrict any direct illumination of adjacent residential properties.

To provide for safe illumination for vehicles and pedestrians within Project Site, pole-mounted lights will be required for roads and sidewalks. To prevent direct view of these pole-mounted light sources off-site and to reduce the overall brightness of the Specific Plan area, the standards establish maximum heights for street and pedestrian lighting fixtures, maximum horizontal illuminance (foot-candles) at the ground plane, and average to minimum uniformity ratios for light at the ground plane. The lighting standards define special lighting criteria for parking areas to prevent direct view of lighting fixtures. The recommended criteria are summarized below as a table of measurable numerical criteria based on the various options for at-grade commercial, Commercial-Elevated Podium commercial, residential, and mixed-use development within the Project Site.

Lighting conditions and narrative prototypical solutions are presented for the following: Perimeter Roadways, Interior Roadways, Retail Exterior, Office Exterior, Residential Exterior, At-Grade Parking, Parking Structures, Parking under Raised Podium, Pedestrian Sidewalks and Walkways, and Landscape Illumination. Design performance standards are established for each of the above-mentioned project components by the following issues and their listed measurable criteria:

Light Level Requirements: Task Illuminance (foot candles)

Light Control Methods: Glare/Light Distribution (luminaire photometrics)

Visibility: Pole Height Limits (section diagram)

Design Style or Character: Luminaire and pole characteristics, pattern of light, and color of light

6.7.1 Light Level Requirements

The commercial and social use of The District at South Bay is dependent upon activities at night, which will require illumination for vehicular and pedestrian access, advertising, and on-site tasks or functions. Each of these activities has a defined light level requirement (illuminance, measured in foot-candles) as well as unique color, brightness, pattern, and architectural features. Low-pressure and high-pressure sodium lamps will not be considered for design purposes within these standards. To provide for more aesthetically pleasing environmental conditions, the use of low-pressure and high-pressure sodium lamps is not permitted due to their low correlated color temperature (CCT), particularly less than 2,100K.

Table 6.7 summarized light intensity levels (illuminance, foot-candles) recommended by the IESNA for safe operation of vehicles and pedestrian security. Future lighting improvements should meet or exceed these minimum standards to provide adequate light for the Project Site for public access. These standards are the recommended average maintained horizontal illuminance values for each specified use within the Project Site. As used below, "entrances" refers to entrance areas where lighting is required for entrance identification and "egress lighting" applies to areas where lighting is required for safe path of travel.

Table 6.7
Light Intensity Requirements¹

SPECIFIC USE/AREA	LOCATION OF FOOT-CANDLES	FOOT-CANDLES AVERAGE	UNIFORM RATIO (MIN TO MAX fc)
PERIMETER AND INTERIOR ROADWAYS			
On-Site Circulation Roads	Pavement	1.0	5:1
Entrance Roads	Pavement	2.0	5:1
RETAIL EXTERIOR			
Entrances	Doorway	5.0	-
Facade Floodlighting	Building	3.0 to 15	-
Elevated Podium Building Façade Lighting	Building	3.0 to 15	-
OFFICE EXTERIOR			
Entrances	Doorway	3.0	-
Façade Lighting	Building	3.0	-
RESIDENTIAL ROADWAYS			
Roadway	Pavement	0.6	5:1
ON-GRADE PARKING			
Parking	Parking Surface	1.0	15:1
PARKING STRUCTURES/PARKING UNDER RAISED PODIUMS			
Parking	Parking Surface	5.0	10:1
SIDEWALKS			
Residential	Pavement	0.6	-
Commercial	Pavement	1.0	-
LANDSCAPE			
Tree Up-Lighting	Foliage	1.0	-

1. Light Intensity Requirements are minimum standards except where range is shown.