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DEVELOPMENT AGREEMENT

between

the CITY OF CARSON

("City")

and

CARSON GOOSE OWNER, LLC

("Developer")

EXHIBIT NO. 11

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with all exhibits hereto, the "**Agreement**" or "**Development Agreement**") is made effective as of _____, 2022 by and among the CITY OF CARSON ("**City**"), a municipal corporation, and CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**". The Carson Reclamation Authority, a joint powers authority ("**Authority**"), as owner of the 157 Acre Site, hereby acknowledges and agrees to the terms and conditions applicable to the Authority under this Agreement, by its separate execution of this Agreement as set forth below.

R E C I T A L S:

A. **Development Agreement Law**. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute (as defined below). The Development Agreement Statute authorizes the City to enter into binding development agreements with persons having a legal or equitable interest in real property, to provide for the development of such property and to vest certain development rights therein. This Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Statute.

B. **The 157 Acre Site**. The Authority acquired, and currently owns, approximately 157 gross acres of real property in the City of Carson, as shown on the Site Map attached hereto as **Exhibit A** (the "**157 Acre Site**" or "**Site**"), known as the former Cal-Compact Landfill. The 157 Acre Site is divided into five Cells (as defined below) as shown on **Exhibit A**. The portion of the 157 Acre Site which is the subject of this Agreement is identified as Planning Area 3 or PA 3 in the Specific Plan (as defined below) and comprises Cells 3, 4, and 5. The 157 Acre Site has also been vertically subdivided into a surface lot (the "**Surface Lot**") and a subsurface lot (the "**Subsurface Lot**"), which lots are referenced as Parcel 1 (Subsurface Lot) and Parcel 2 (Surface Lot) of Parcel Map No. 70372 (per map filed in Book 377 Pages 76-89, inclusive, of maps in the Office of the County Recorder for Los Angeles County (the "**Official Records**")), as shown on **Exhibit B**, attached hereto.

C. **Environmental Conditions of the 157 Acre Site and Regulatory Documents Governing Remediation**. The 157 Acre Site was operated as a landfill prior to the incorporation of the City in 1968. As a result, the Site has soil, soil vapor and groundwater contamination that requires remediation, monitoring and mitigation and the waste and poorly compacted soils require various improvements to allow for vertical development. Since the closure of landfill operations in 1965 the Site has remained undeveloped, despite various development proposals and transfers of the 157 Acre Site to various developers each of whom were ultimately unable to develop the Site due to the substantial costs of, and liability for, the environmental remediation and geotechnical enhancements required to enable the 157 Acre Site to be developed. On October 25, 1995, the California Department of Toxic Substances Control ("**DTSC**") approved a remedial action plan (as further defined below, the "**RAP**") for the 157 Acre Site, which RAP requires the installation, operation and maintenance of the Remedial Systems (as defined below). In addition

to the RAP, certain Consent Decrees were issued for the 157 Acre Site by DTSC in December 1995 ("**1995 Consent Decree**"), October 2000, and January 2004 in order to resolve claims made regarding the resolution of the contamination issues afflicting the Site; the 1995 Consent Decree applies to the remedial obligations for the Upper Operable Unit of the Site. In addition, the development of the 157 Acre Site is subject to the terms and conditions set forth in that certain document entitled Management Approach to Phased Occupancy (File No. 01215078.02), approved by DTSC in April 2018 (the "**MAPO**") and that certain letter regarding phased development matters, issued by DTSC to the Authority, dated October 17, 2017 (the "**Phased Development Letter**"), each of which allow for phased development and occupancy of each Cell rather than the overall Site as a whole. DTSC also entered into a Compliance Framework Agreement, dated as of September 28, 2006, with the former Site owner, Carson Marketplace LLC ("**CM**"), as amended by the First Amendment to Compliance Framework Agreement dated as of December 31, 2007 (as so amended, the "**CFA**") for the purpose of setting forth a plan for addressing the environmental conditions afflicting the 157 Acre Site, and to establish financial assurances for the implementation of the RAP, including long-term operation and maintenance of the Remedial Systems. The CFA continues to be binding on the 157 Acre Site and any owner or licensee of the Site.

D. **Authority Formation and Remediation of 157 Acre Site**. The City determined that there were a number of former landfill and other sites with the need for remediation in the City, including the 157 Acre Site, and that a substantial need existed to establish an entity to perform such remediation and which could operate ongoing Remedial Systems, without putting the City's general fund and taxpayer dollars at risk for such remediation expenses. Accordingly, the Authority was formed in January 2015 as a joint powers authority under the provisions of the California Joint Powers Act (Govt. Code Sections 6500 *et seq*.), in order to, among other things, acquire and pursue remediation and potential future development of the 157 Acre Site and relieve the City of any liability for Site remediation and environmental issues. Thereafter, on May 20, 2015, the Authority acquired the Site from CM and has since pursued the remediation of the Site in compliance with the RAP and sought out developers with whom to enter into agreements for the development of the Site.

E. **Development Plans for the 157 Acre Site**. The Authority previously worked with various developers for the development of the entire 157 Acre Site and a number of development projects were previously proposed for the Site, including a mixed-use regional retail and entertainment project and a National Football League Stadium. While those projects have not proceeded, on September 6, 2018, the Authority entered into a Conveyancing Agreement and the City entered into a Development Agreement with CAM-CARSON, LLC ("**CAM**"), for the disposition and development of a high-end fashion outlet retail center on Cell 2 of the 157 Acre Site ("**Cell 2 Project**"). Construction of the Cell 2 Project elements commenced in September 2018, but has since stalled due to various disputes between the Authority and CAM regarding project costs and outstanding payments.

F. **Prior Process for Selection of Developer and Prior Agreements with Developer**. The Authority, through a request for proposal ("**RFP**") issued by the Authority, dated June 28, 2016, and a second RFP dated October 25, 2017, solicited some thirty-five developers to consider development of Cells 1, 3, 4, and 5. Neither of those selection processes were ultimately successful, however, on October 3, 2019, the Authority issued an Invitation to Propose for Cells

3, 4, and 5 on the 157 Acre Site (the "**Remainder Cells**"), which consists of approximately 85 net acres. Following receipt of seven development proposals from various development teams, multiple interviews and negotiations with each of the teams, Faring Capital, LLC, a Delaware limited liability company ("**Faring"**), predecessor in interest to Developer, was selected by the Authority to move forward and negotiate a potential development project on the Remainder Cells. Those negotiations culminated with the Authority, City and Faring entering into (i) that certain Option Agreement, dated as of December 17, 2020 (as amended, supplemented, or modified from time to time, the "**Option Agreement**"), and (ii) that certain Deposit and Reimbursement Agreement dated as of June 5, 2020, which agreement was amended and restated pursuant to that certain First Amended and Restated Reimbursement and Deposit Agreement, dated December 18, 2020 (as so amended, the "**Reimbursement Agreement**"), pursuant to which Faring was given an option to acquire the Property (as defined below) and Faring agreed, among other things, to (a) reimburse City and Authority for their respective costs in negotiating this Agreement and the other Project Agreements (as defined below), (b) reimburse the City and Authority for their respective costs in CEQA processing for the Developer's proposed project and amendments to The District at South Bay Specific Plan, and (c) make advances to the Authority for its Carry Costs (as defined below) incurred in connection with holding and maintaining the 157 Acre Site. The Option Agreement and Reimbursement Agreement were assigned by Faring to Developer by virtue of that certain Assignment of Option Agreement and Joint Escrow Instructions dated January 19, 2021 and that certain Assignment of First Amended and Restated Reimbursement and Deposit Agreement dated January 19, 2021, respectively.

G. **Developer Property**. During the term of the Option Agreement, the Authority, Developer and City successfully completed all applications for the subdivision of the Remainder Cells, to adjust the horizontal and vertical subdivision lines separating the Surface Lot of the Remainder Cells (the "**Property**") from horizontally and vertically adjoining lots so as to match the final design of the Project (the "**Subdivision**"). As set forth in the Option Agreement, the Authority shall (i) retain the Subsurface Lot of the Remainder Cells and (ii) convey to Developer: (1) fee title to the Property (i.e., the Surface Lot of the Remainder Cells), as more particularly described on **Exhibit C**; (2) an easement in certain portions of the land underlying the Surface Lot of the Remainder Cells ("**Subsidence Easement Area**") in order to permit Developer to construct the Project (as defined below); (3) an easement over the Subsurface Lot of the Remainder Cells to a level 500 feet below the upper surface thereof[("**Subjacent Support Easement Area**"), for support for the Project and the Surface Lot of the Remainder Cells; and (4) easements for the delivery of water, gas, electricity, telephone, cable, fiber optic and other communications services and utilities, and the removal and drainage of sanitary waste and stormwater, over Authority's property and facilities for such utilities located in the Subsurface Lot of the Remainder Cells and the other portions of the 157 Acre Site ("**Utility Easements**"). The real property interests comprising the Remainder Cells Surface Lot, the Subsidence Easement Area, the Subjacent Support Easement Area, the Utility Easements, and such other easements and rights, if any, with respect to the 157 Acre Site as Developer may acquire from Authority pursuant to the Grant Deed made by Authority in favor of Developer, recorded concurrently herewith (the "**Grant Deed**") are referred to herein collectively as the "**Developer Property**".

H. **Future Cell 1 Development; Coordination of Development Projects**. The developer for Cell 1, which comprises approximately 15 acres (the "**Cell 1**") has not yet been formally selected, but the Authority will ultimately enter into agreements with a developer (the

"**Cell 1 Developer**") for the development of Cell 1, and will need to facilitate cooperation between the Cell 1 Developer, Developer and CAM (or the then-applicable Cell 2 developer) to achieve integrated projects amongst all Cells to coordinate on-site construction activity and to maximize the development potential of the 157 Acre Site.

I. **Choice of Developer for Site Development**. The Remainder Cells are located at a premier site, directly southwest of the I-405 Freeway, less than 13 miles from Los Angeles International Airport, and in prime location for access to Orange County, Long Beach, Los Angeles, and beyond. Developer has performed extensive due diligence on the 157 Acre Site including the Remainder Cells, and consequently has a clear understanding of the development constraints and severe environmental conditions afflicting the Site, including the Subsurface Lot and the Remainder Cells. Developer has proposed a unique project with components that will generate the financing necessary to pay for the significant remediation and infrastructure costs required for the development of the Project (defined below), and Developer has represented to the City and Authority that it has the financial strength to meet its financial obligations hereunder and under the Option Agreement and the Project Agreements.

J. **The Project**. Developer's proposed Project on the Property will consist of the following: (i) an 11.12 acre community amenity and commercial area with a variety of programmed passive and active open spaces, including, among other uses, retail, restaurants, a performance stage and pavilion and event lawn, a dog park, and other community-serving uses (known and referred to as the "**Carson Country Mart**"), (ii) up to six light industrial buildings (providing for e-commerce/fulfillment center uses and distribution center/parcel hub uses) consisting of a maximum of 1,567,090 square feet total, inclusive of 75,000 square feet of associated office space, and (iii) associated signage (as depicted on **Exhibit C** attached hereto and as further defined in Section 1 below and described in detail in the Scope of Development attached hereto as **Exhibit D**, the "**Project**").

K. **Consideration Paid by Developer to the Authority for the Property**. Pursuant to the terms and conditions of the Option Agreement, Developer (as successor-in-interest to Faring, as recited in Recital F, above) has agreed to pay the Authority, among other amounts, consideration in the amount of $45M (the "**Purchase Consideration**") for the Developer Property.

L. **Project Agreements**. Concurrently with or following the approval of this Agreement (1) Authority will convey the Developer Property to the Developer pursuant to the Grant Deed, and (2) Authority shall grant the Developer a license to enter and perform work on the Site and the Subsurface Lot of the Remainder Cells pursuant to that certain License Agreement between the Authority and the Developer ("**License Agreement**"), a memorandum of which shall be recorded in the Official Records concurrently with the recordation of this Agreement, and (3) Authority and Developer shall enter into and record against the 157 Acre Site the CC&R's (as defined below). The effectiveness of this Agreement is conditioned on the fulfillment of the Closing conditions set forth under the Option Agreement and the execution and recordation of the Grant Deed.

M. **Environmental Review**. The 157 Acre Site was originally entitled for development by CM pursuant to The Carson Marketplace Specific Plan, approved on February 8, 2006, and amended on April 5, 2011 (as so amended, the "**Boulevards Specific Plan**"). The

Boulevards Specific Plan was further amended on April 3, 2018, and renamed "The District at South Bay Specific Plan" (as so amended, the "**2018 Specific Plan**"). Pursuant to the terms and conditions of the Option Agreement, the Developer completed a subsequent amendment to the 2018 Specific Plan, which was approved by the City Council concurrently with the Council's approval of this Agreement (as so amended, the "**Specific Plan**" or "**2022 Specific Plan**"). Extensive environmental review was previously undertaken pursuant to CEQA (as defined below) for the 157 Acre Site in connection with the approval of the Boulevards Specific Plan in 2006, the 2018 Specific Plan, and the 2022 Specific Plan (the "**CEQA Review**"), which culminated in a Final Environmental Impact Report, dated February 8, 2006 for the Boulevards Specific Plan, an Addendum to the Final Environmental Impact Report dated March 2009, a Supplemental Environmental Impact Report dated April 3, 2018 (collectively, the "**Existing EIR**"), and a Final Supplemental Environmental Impact Report specific to the Project, dated April 2022 (the "**SEIR"** or "**2022 SEIR**").

N. **Public Benefits of the Project**. The development of the Project is expected to realize significant regional and community public benefits, including, without limitation, the following:

1. *Overcoming Constraint of Remediation Cost.* The 157 Acre Site is one of the largest undeveloped properties along the I-405 in Los Angeles County. This continued blight and vacancy is due to the extraordinary remediation costs required prior to any vertical development. While the DTSC-approved RAP was approved in 1995, the Remedial Systems necessary for the overall 157 Acre Site still remain incomplete. Despite decades of efforts by prior developers and by the Authority to remediate and develop the Site, all have failed to-date since they have not been financially feasible due to the substantial environmental remediation costs required to develop the former landfill. Accordingly, the Project represents a unique opportunity to develop a significant portion of the 157 Acre Site and remediate the underlying soil, soil vapor and groundwater issues afflicting the Remainder Cells (which constitute a majority of the Site).

2. *Community Amenity and Gathering Area.* The Project includes the Carson Country Mart, which will consist of approximately 11.12 acres that will serve to benefit the local community and provide a regional draw for visitors to the Site, based on the commercial uses, restaurant uses, programmed areas, open space and community amenities proposed within such area. Such uses are intended to help establish the 157 Acre Site as a community and regional focus of social activity, which will help to provide a new community center for the City.

3. *Job Generation*. The Project entails a land use and infrastructure plan that will support the creation of a major job center in the City and significantly improve the City's jobs to housing balance. The Project is proposed to provide substantial economic and employment opportunities for the community, with a goal of generating approximately 2,000 new direct construction jobs, with another 3,000 indirect and induced, as well as approximately 4,600 new permanent jobs.

4. *Insurance.* The Project will contribute to a robust insurance program for the 157 Acre Site to provide coverage to the public entities, developers, property owners and contractors carrying out construction on the 157 Acre Site, to which Developer pays its fair share as provided in Article 13.

5. *Carry Costs*. As part of Developer's agreement with Authority under the Reimbursement Agreement and Option Agreement, Developer has agreed to reimburse Authority for a proportional share of the Carry Costs (as defined below) of the 157 Acre Site (based on the acreage of the Property in comparison to the acreage encompassing the 157 Acre Site), which will substantially assist the Authority in its ongoing operations and maintenance of the Site.

In exchange for these benefits to City and the other public benefits described herein, Developer desires to receive the assurance that it may proceed with development of the Project in accordance with the terms and conditions of this Agreement, including, without limitation, the vested rights specified herein, all as more particularly set forth herein.

O. **Summary of Certain Terms Regarding Construction of Remedial Systems, Building Protection Systems, and Infrastructure and Site Development Improvements**. City, Authority and Developer have agreed to the following terms regarding the remediation and development of the Project and related improvements:

1. *Remedial Systems / BPS Components.* The RAP requires that the Remedial Systems be constructed and operated and maintained as necessary to cap the landfill and remove landfill gas and contaminants which could pollute groundwater underlying the Site. This work includes remediating and preparing the various cells that comprise the 157 Acre Site for development, including, without limitation, the relocation and consolidation of trash layers and excavation and grading necessary to install such systems. Developer will cause the construction and installation of the Remainder Cells Remedial Systems at its sole cost, including the BPS (as defined below). However, operation and maintenance of the Remedial Systems other than the BPS shall be carried out by the Authority (or, at the Authority's option, by the Remediation CFD (as defined below)) following the development of the Project, which shall funded through the Carry Costs paid by Developer and the Remediation CFD (as defined below).

2. *Infrastructure*. By a separate agreement with the Developer, Authority will contract with Developer regarding the construction of Lenardo Drive, Stamps Drive, certain offsite infrastructure and other improvements identified in **Exhibit E** attached hereto (as further defined in Section 1 below, the "**Offsite Improvements**").

3. *Site Development Improvements.* Due to the contaminated condition of the Remainder Cells and the uncompacted condition of the soils thereunder, the costs of development on the Remainder Cells have been higher than the market would bear and thus, the Remainder Cells have been undevelopable despite the interest of numerous developers over approximately 50 years. The additional cost required to develop a project on the Remainder Cells will include grading and site work, all of which must be done in contaminated soils using special safeguards (subject to the RAP and other DTSC Regulations (as defined below)). Developer shall be required to perform, construct, and pay for all such "**Site Development Improvements**", which specifically include the following: (i) installation of piles and pile caps, vaults, under-slab utilities ("**Sub-Foundation Work**") within the Remainder Cells; (ii) establishing underground utility runs from the Property lines to the utility shelves connected to the Project buildings ("**Utility Work**"); and (iii) constructing the structural slab for the foundation of the buildings to support the Project ("**Foundation Work**").

P. **City Role with Respect to the Project**. City has no real property interest in the 157 Acre Site, which is wholly-owned by Authority. However, City possesses the legal authority to regulate the zoning of the 157 Acre Site, to approve and modify the General Plan land use designations applicable to the Site, any changes to the 2018 Specific Plan or the Specific Plan, and approve of this Development Agreement, all pursuant to state law, and to undertake environmental review pursuant to CEQA (as defined below) and approve mitigation measures and development applications for specific projects proposed for the Site including the Project, and corresponding conditions of approval, modifications / changes to the EIR and the EIR Mitigation Measures applicable to the foregoing. In addition to such regulatory authority, the City would typically ensure the provision of public infrastructure and related services to the Project, including streets, sidewalks, parkways, sewer, water, drainage, lighting, and other utilities, including the assurance of public accessibility to the Project including, without limitation, by assuring construction of the Offsite Improvements (the "**Infrastructure Obligations**"). However, pursuant to that certain Cooperation Agreement, entered into between the Authority and the City concurrently herewith (the "**Cooperation Agreement**") and as further set forth therein, City has contracted with the Authority to enable the construction of the Infrastructure Obligations.

Q. **Public Hearings; Findings**. The City's Planning Department prepared a Supplement to the EIR to address the modifications to the Existing EIR necessary for the Project and the Specific Plan in accordance with all CEQA requirements. On April 18, 2022, the Planning Commission held a public hearing on Developer's application for this Agreement and the 2022 Specific Plan (as defined below) and recommended approval to the City Council. On May 23, 2022, the City Council, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Final 2022 SEIR, the proposed 2022 Specific Plan, and this Agreement, and after making appropriate findings, adopted Ordinance No. 22-2208 approving this Agreement, Resolution No. 22-085 approving the Final 2022 SEIR, and Ordinance No. 22-2207 approving the 2022 Specific Plan. The Planning Commission and the City Council have found on the basis of substantial evidence based on the entire administrative record, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City.

R. **Mutual Agreement**. Based on the foregoing and subject to the terms and conditions set forth herein, Developer and City desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be, and hereby are, incorporated into this Agreement, the Parties agree as follows:

ARTICLE 1. DEFINITIONS.

Except as otherwise defined elsewhere within this Agreement the following terms are used as defined terms throughout this Agreement.

1.1 2022 SEIR Mitigation Measures. "2022 SEIR Mitigation Measures" means the Mitigation Measures set forth in the 2022 SEIR and attached hereto as **Exhibit F**.

1.2 2022 SEIR Project Design Features. "2022 SEIR Project Design Features" means the Project Design Features set forth in the 2022 SEIR and attached hereto as **Exhibit F**.

1.3 2022 Specific Plan. "2022 Specific Plan" means the amendment to the District At South Bay Specific Plan approved by the City Council on May 23, 2022 pursuant to Ordinance No. 22-2207.

1.4 2022 SEIR. " 2022 SEIR" means Resolution No.22-085 approving the Final 2022 Supplemental Environmental Impact Report.

1.5 Actual Knowledge. "Actual Knowledge" shall have the meaning set forth in Section 14.7.

1.6 Anniversary Date. "Anniversary Date" means the date of the anniversary of each year following the Effective Date of this Agreement.

1.7 Annual Review. "Annual Review" means the annual review of Developer's performance of the Agreement in accordance with Article 10 of this Agreement and Government Code § 65865.1.

1.8 Applicable Law(s). "Applicable Law(s)" means all statutes, rules, regulations, ordinances, resolutions, official policies, guidelines, actions, determinations, permits, orders, or requirements of the federal, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Remedial Systems, the 157 Acre Site, or the performance of the Parties' respective obligations hereunder (specifically including the 2022 SEIR and 2022 SEIR Mitigation Measures), including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, subdivision, non-discrimination, prevailing wages, DIR (as such term is defined below) regulations, and DTSC Regulations and other DTSC regulations. All references herein to Applicable Laws include subsequent amendments or modifications thereof, unless otherwise specifically limited by the terms of this Agreement.

1.9 Application. "Application" means an application (whether discretionary or ministerial) for a Development Approval meeting all of the terms of the 2022 Specific Plan or when the terms of the 2022 Specific Plan do not address a particular permit, then meeting the terms of the Zoning Code and other Existing Land Use Regulations.

1.10 BPS. "BPS" shall mean the building protection systems which are required by the Los Angeles County Department of Public Works for all new buildings located withing 1,000 feet of a methane source and which are necessary for development on the 157 Acre Site due to the prior landfill use, which will need to be constructed in order to enable the development and operations of the Project.

1.11 Carry Costs. "Carry Costs" means those costs associated with ownership by Authority of the 157 Acre Site, including without limitation operation and maintenance of the Remedial Systems and the Authority's other costs of holding and maintaining the 157 Acre Site.

1.12 Cells. "Cells" means each of the five (5) designated cells described in the RAP within the 157 Acre Site, as delineated in **Exhibit A**.

1.13 CEQA. "CEQA" means the California Environmental Quality Act, Section 21000 *et seq.* of the California Public Resources Code and its implementing regulations and guidelines, including future amendments to or recodification thereof.

1.14 Certificate of Review. "Certificate of Review" means the certificate issued by City at the request of Developer following each Annual Review or Major Review to evidence compliance by Developer with the terms of this Agreement.

1.15 Certificate of Occupancy. "Certificate of Occupancy," with respect to a particular building or other work of improvement, means the final certificate of occupancy issued by City with respect to such building or other work of improvement.

1.16 City Attorney. "City Attorney" means the City Attorney for the City of Carson or his or her designee.

1.17 Claims or Litigation. "Claims or Litigation" means any litigation, administrative action or other adversarial proceeding, brought by any third party (i) challenging the legality, validity or adequacy of (1) this Agreement, (2) the Existing Development Approvals (including, without limitation the 2022 SEIR and the 2022 Specific Plan), (3) any Future Development Approvals, (4) the General Plan or Land Use Regulations to the extent arising in the context of a challenge to or affecting implementation of any of the foregoing Development Approvals, or (5) other actions of City pertaining to the Project, or (ii) seeking damages against City as a consequence of the foregoing actions.

1.18 Compliance Log. "Compliance Log" means the compliance log set forth in Section 10.1(c) in this Agreement.

1.19 Conditions of Approval. "Conditions of Approval" means those conditions to development of the Project imposed pursuant to the Existing Development Approvals, including, without limitation, those set forth on **Exhibit G**, attached hereto.

1.20 Default. "Default" refers to any material default, breach, or violation of a provision of this Agreement as described in Article 11 below for which a Notice of Default has been given and the time period for cure has passed without cure thereof. "City Default" refers to a Default by City, while "Developer Default" refers to a Default by the Developer.

1.21 Development Agreement Statute. "Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as it exists on the date the City Council approves this Agreement.

1.22 Development Approvals. "Development Approvals" means the following (to the extent applicable to the Developer Property only), land use approvals, plans, maps, permits and entitlements of every kind and nature, including, but not limited to, the 2022 Specific Plan (and any future Specific Plan amendments), General Plan or Zoning Code amendments, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, site

plan and design review approvals, administrative permits, conditional use permits, sign program permits and approvals, review of building, signage or landscape plans, lot line adjustments, certificates of compliance, planning, construction noise variances, engineering or other approvals required pursuant to the Conditions of Approval, grading, building and other similar permits affecting the Developer Property and other more detailed planning or engineering approvals, CEQA Review and other environmental assessments, including without limitation environmental impact reports (including the 2022 SEIR), any addenda thereto, initial studies, negative declarations, and mitigated negative declarations, any amendments or modifications to those plans, maps, permits, assessments and entitlements and all conditions of approval legally required by City with respect to development of the Developer Property, as a condition to subdivision of the 157 Acre Site and/or implementation of the Project in accordance with this Agreement. The term Development Approvals includes both the Existing Development Approvals and Future Development Approvals, but does not include rules, regulations, policies, and other enactments of general application within the City.

1.23 Development Agreement Fees. "Development Agreement Fees" means the monetary fees / exactions to be paid by Developer to the City pursuant to the terms and conditions of Section 4.3.6 below, the amount of which have been generally determined as set forth in the City's Ordinance No. 19-1931.

1.24 Development Plan. "Development Plan" means the Existing Development Approvals, the Existing Land Use Regulations applicable to the Project and/or the Developer Property consistent with the terms of this Agreement, including the Development Standards.

1.25 Development Standards. "Development Standards" means the development standards, regulations, and requirements set forth in the 2022 Specific Plan or otherwise set forth in this Agreement.

1.26 DIR. "DIR" means the Department of Industrial Relations.

1.27 Director. "Director" means the City's Director of Community Development or equivalent City official. The Director shall be deemed the City's compliance officer for monitoring Developer's performance hereunder.

1.28 DTSC Regulations. "DTSC Regulations" means the RAP, the 1995 Consent Decree, MAPO, Phased Development Letter, CFA, and all other orders, or regulations imposed by DTSC upon the Site (and any amendments or modifications thereto).

1.29 Effective Date. "Effective Date" means the latest of the following dates: (i) the date this Agreement becomes effective pursuant to the Development Agreement Statute; (ii) the filing of a Notice of Determination in the Official Records; and (iii) the date this Agreement has been executed by both Parties.

1.30 Embankment Lot. "Embankment Lot" means the approximately (5) five-acre strip of land on Cell 2, adjacent to the I-405 Freeway that shall be retained by the Authority. The Embankment Lot is covered with a clay cap and not a membrane liner.

1.31 Existing Development Approvals. "Existing Development Approvals" means (i) the Development Approvals listed on **Exhibit J**, regardless of when the permits and approvals listed in **Exhibit J** actually take effect, and (ii) the Project Agreements.

1.32 Existing Land Use Regulations. "Existing Land Use Regulations" means those Land Use Regulations applicable to the Developer Property in effect on the date the City Council approves this Agreement.

1.33 Final Adverse Judgment. "Final Adverse Judgment" means, as to any Claims or Litigation involving litigation, administrative action or other adverse proceeding in the nature of litigation with respect to the Existing Development Approvals or the Project Agreements, the final unappealable judgment of the highest court with jurisdiction over the Claims or Litigation (or expiration of the period in which to file an appeal without appeal having been filed), which judgment sets aside approval of this Agreement, the 2022 SEIR, the Option Agreement (and any amendments thereto), or any of the Existing Development Approvals.

1.34 Future Development Approvals. "Future Development Approvals" means any discretionary or ministerial Development Approval implementing the Project or regulating development or use of the Developer Property for which an Application or request is made or approved by Developer and for which the City grants approval after the Effective Date.

1.35 Future Land Use Regulations. "Future Land Use Regulations" means Land Use Regulations enacted after the date this Agreement that are approved by the City Council in accordance with the terms and conditions this Agreement.

1.36 General Plan. "General Plan" means the City's General Plan as it exists on the date the City Council approves this Agreement.

1.37 Insurance Administration Agreement. "Insurance Administration Agreement" means that certain Insurance Administration Agreement between the Authority and the Developer, substantially in the form set forth in **Exhibit "I"**, attached hereto.

1.38 Land Use Regulations. "Land Use Regulations" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which govern or apply to the Project or regulate development or use of the Developer Property. Land Use Regulations include, without limitation, the ordinances and regulations adopted by City which govern permitted uses of land, the density and intensity of use, design standards and process for design review, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project and the Developer Property, including, but not limited to, the General Plan, the 2022 SEIR, the 2022 SEIR Mitigation Measures and the 2022 SEIR Project Design Features, the Zoning Code, development moratoria, implementing growth management and phased development programs, exactions, dedication requirements or other development-related fees or charges, subdivision and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term "Land Use Regulations" does

not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.39 License Agreement. "License Agreement" means the license agreement, dated substantially concurrently herewith, between the Authority and the Developer providing access to the Subsurface Lot of the Remainder Cells and other portions of the Site.

1.40 Major Review. "Major Review" shall have the meaning set forth in Section 10.4.

1.41 Minor Modifications. "Minor Modifications" means those changes to the Project, this Agreement and the Development Plan which can be made administratively as set forth in Section 7.5.

1.42 Municipal Code. "Municipal Code" means City of Carson's Municipal Code as it existed on the date the City Council approves this Agreement and as it may be amended from time to time consistent with the terms of this Agreement.

1.43 Offsite Improvements. "Offsite Improvements" means those infrastructure, utilities and other improvements to serve the 157 Acre Site as identified in **Exhibit E** hereto, most of which are outside the boundaries of the Remainder Cells Surface Lot including, without limitation, the construction of Lenardo Drive, Stamps Drive, and as required by the 2022 SEIR, the 2022 SEIR Mitigation Measures, the 2022 SEIR Project Design Features, and the Conditions of Approval.

1.44 Permitted Land Uses. "Permitted Land Uses" means all land uses permitted by the 2022 Specific Plan for Planning Area 3 as of right or permitted with issuance of the appropriate administrative permit, conditional use permit, variance and/or site plan and design review approval, as the case may be, as further described in Section 6 of the 2022 Specific Plan, including without limitation, Tables 6.1 and 6.2 thereof. Permitted Land Uses shall specifically exclude the prohibited uses set forth in **Exhibit D**.

1.45 Processing Fees. "Processing Fees" means (i) City's normal fees for processing, tentative tracts/cell map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection and similar fees imposed to recover City's costs associated with processing, review and inspection of Applications, plans, specifications, etc., and (ii) any fees required pursuant to any Uniform Code described in Section 8.2.3. Developer is required to pay City's normal and customary Processing Fees, which Processing Fees are not subject to limitation hereunder except pursuant to City's general police power authority.

1.46 Prohibited Uses. "Prohibited Uses" shall have the meaning set forth in **Exhibit D**.

1.47 Project. "Project" means the development generally described in Recital J above, and the related signage on the Developer Property pursuant to the terms and conditions of this Agreement and the Development Plan, all as described more specifically in the Scope of Development attached hereto as **Exhibit D** and depicted on the Site Plan attached hereto as **Exhibit C**. The definition of the Project includes all construction of structures and buildings; construction in connection with leasing of the buildings within the Property, including without limitation, installation of tenant improvements; installation of landscaping; and installation of the signs described in the Development Plan applicable to the Developer Property.

1.48 Project Agreements. "Project Agreements" means, collectively, this Agreement, the Option Agreement (as amended/modified/supplemented from time to time), the Reimbursement Agreement, the CC&R's, the Grant Deed, the License Agreement, the Insurance Administration Agreement, and all legally authorized amendments thereto.

1.49 Remainder Cells Remedial Systems. "Remainder Cells Remedial Systems" means the Remedial Systems to be constructed on the Remainder Cells. In no event shall the Remainder Cells Remedial Systems include any Remedial Systems on the non-Remainder Cells portions of the 157 Acre Site.

1.50 Remedial Systems. "Remedial Systems" includes, without limitation a landfill liner and cap, gas collection and control system, and groundwater extraction and treatment system on the 157 Acre Site, the soil excavation and grading work to accommodate such systems, the landfill operation center ("**LOC**") located on a portion of Cell 3, and including any systems required pursuant to the 2022 SEIR Mitigation Measures or otherwise required by Applicable Laws with respect to the hazardous materials currently located on the 157 Acre Site. Although Remedial Systems do not include BPS under DTSC rules, for purposes of this Agreement, BPS systems are included in the term "Remedial Systems".

1.51 Scope of Development. "Scope of Development" means the description of the Project and the manner in which it will be developed as set forth in **Exhibit D**.

1.52 Schedule of Performance. "Schedule of Performance" means the timeline for performance of the Project, the Remainder Cells Remedial Systems, the BPS, Site Development Improvements as set forth in **Exhibit H**, and as it may be amended from time to time.

1.53 Site Development Improvements. "Site Development Improvements" shall mean the improvements to be constructed within the Remainder Cells by the Developer and include: (i) installation of piles and pile caps, vaults, under slab utilities ("**Sub-Foundation Work**"); (ii) establishing underground utility runs from the property lines to the utility shelves connected to the buildings ("**Utility Work**"); and (iii) constructing the structural slab for the foundation of the buildings ("**Foundation Work**"), all as set forth in Recital O and as more specifically described in the Option Agreement.

1.54 Term. "Term" means that period of time during which this Agreement shall be in effect and bind the Parties, as specifically defined in Article 3 below.

1.55 Zoning Code. "Zoning Code" means Title 17 of the Municipal Code as it existed on the date the City Council approves this Agreement, as the same may be further amended from time to time consistent with this Agreement.

ARTICLE 2. RECITALS; EXHIBITS.

2.1 Recitals. The Recitals set forth above are incorporated herein and constitute a part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each Recital as an inducement to enter into this Agreement. Any capitalized terms not defined in Article 1 shall have the meaning otherwise assigned to them in this Agreement, or where specifically indicated, in the Project Agreements, or as apparent from the context in which they are used.

2.2 Exhibits. The following are the Exhibits to this Agreement, are incorporated herein by this reference

Exhibit "A"	157 Acre Site Map and Depiction of Cells 1 Through 5
Exhibit "B"	Parcel Map 70372 (Surface Parcel and Subsurface Parcel)
Exhibit "C"	Project Site Plan
Exhibit "D"	Scope of Development and List of Permitted Uses and Prohibited Uses
Exhibit "E"	List of Offsite Improvements
Exhibit "F"	2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features
Exhibit "G"	Conditions of Approval
Exhibit "H"	Schedule of Performance
Exhibit "I"	Insurance Administration Agreement
Exhibit "J"	Existing Development Approvals
Exhibit "K"	CFD 2012-1 & CFD 2012-2 Term Sheet
Exhibit "L-1"	Intersection Study Area
Exhibit "L-2"	Conditions Regarding Offsite Intersections and Street Improvements

ARTICLE 3. TERM.

3.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and, unless earlier terminated pursuant to Article 11, shall continue until the date that is twenty-five (25) years from the Effective Date of this Agreement.

ARTICLE 4. NATURE OF DEVELOPMENT.

4.1 Vested Right to Develop. During the Term, subject to the Reservation of Authority by City contained in Article 8, Developer shall have a vested right to develop the Project on the Developer Property in accordance with and to the full extent permitted by the Development Plan, as the same may be amended or modified from time to time consistent with the terms of this Agreement, all of which shall exclusively control the development of the Project (including, without limitation, the uses, the density or intensity of use, architectural review, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public

purposes and the design, improvement and construction standards and specifications applicable to the Project or the Developer Property), provided, however, that (i) the Carson Country Mart must be developed and substantially completed with certificates of occupancy issued for at least 50% of the commercial floor area and the entire park area/amenities open to the public during the first phase of Project construction, prior to issuance of a certificate of occupancy for any of the light industrial buildings proposed by the Project, and (ii) certificates of occupancy shall be issued for eighty percent of the Carson Country Mart's commercial floor area (as set forth in the Site Plan / 2022 SEIR) prior to (a) the City's issuance of a certificate of occupancy for the sixth light industrial building proposed for the Project or (b) the last industrial building proposed for development if less than six light industrial buildings are ultimately proposed as part of the Project. The Developer shall be required to pay the impositions under the Citywide CFD and the Sitewide CFDs/Amended Sitewide CFDs (as each such terms are defined below) as and when required. To carry out the Project, Developer anticipates making capital expenditures to be made in reliance upon this Agreement and the Project Agreements. In the absence of this Agreement, Developer would not have assurance that it can complete and utilize the Project for the uses and to the density and intensity of development set forth in this Agreement and the Existing Development Approvals. This Agreement is necessary to assure Developer that the Project will not be (i) reduced or otherwise modified in density, intensity or use, maximum height and size of proposed buildings and the design standards applicable to the Project and the Developer Property, from what is set forth in the Existing Land Use Regulations and Existing Development Approvals, or (ii) subjected to new rules, regulations, ordinances or official policies or plans except (1) Applicable Future Rules (as defined in Section 8.2); and (2) Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement. Accordingly, Future Development Approvals shall apply to the Project and the Developer Property only to the extent that they are not in conflict with the Development Plan or are not contrary to the terms of this Agreement. Nothing included herein shall preclude Developer from voluntarily modifying the size and number of light industrial buildings proposed for the Property so long as (i) the total square footage ("**sq. ft**.") of industrial buildings does not exceed 1,567,090 (i.e., the sq. ft. amount analyzed in the 2022 SEIR), and (ii) such changes conform to the Development Standards. Notwithstanding anything to the contrary herein, the Carson Country Mart shall be owned and maintained by the Developer (and/or its successors and assigns) and must remain publicly accessible in perpetuity with a deed restriction recorded to this effect prior to issuance of any building permits for the Project, and the maintenance of the improvements within the Carson Country Mart, shall be held to high standards as determined by the Director.

4.2 Scope of Development. Developer shall construct the Project in conformance with the Scope of Development, the 2022 SEIR Mitigation Measures, the 2022 SEIR Project Design Features, the Conditions of Approval, and substantially consistent with the Development Plan and the final plans and specifications approved by City. Developer shall not make any Material Changes to the Development Plan provided to the City as of the Effective Date without the written consent of the Director or his or her designee. "**Material Changes**" for the purposes of this Section 4.2 include modifications to the Development Plan that (i) change the proposed uses analyzed in the 2022 SEIR for the Property, (ii) increase the total amount of light industrial square feet beyond that analyzed in the 2022 SEIR for the Property (iii) decrease the amount of retail and/or restaurant, open space, community amenity, and programed square footage proposed in the Carson Country Mart, as set forth in the Project Site Plan shown on **Exhibit C**, attached hereto, and/or (iv) increase building heights for any portion of the Project. Further,

Developer shall not construct the Project in a manner which would not be substantially consistent with the Development Plan and in conformance with the 2022 SEIR Mitigation Measures, the 2022 SEIR Project Design Features, this Agreement or the Project Agreements, except upon obtaining any additional permits, orders, licenses or approvals required by the Existing Land Use Regulations, Existing Development Approvals and Applicable Future Rules and Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement. Modifications to the Development Plan that do not constitute Material Changes as defined above are considered Minor Modifications to the Development Plan that shall be made and approved administratively as set forth in Section 7.5 below. In the event of any proposed changes to the final plans and specifications to the Project following the Effective Date, Developer shall immediately provide the City with any such changes, which changes shall be subject to the terms of this Section. In addition, as soon as is practicable after completion of Project construction, Developer shall submit to City as-built plans and specifications showing the Project as actually constructed.

4.3 Modification of Specific Plan Standards and City Ordinances. City hereby agrees to the following changes to the design and development criteria contained in the 2022 Specific Plan / City Ordinances:

4.3.1 *Public Art.* The Project shall implement on-site public art features as set forth in Section 6.10 of the 2022 Specific Plan. The Developer shall submit a comprehensive public art plan for Planning Area 3 (including both the Carson Country Mart and light industrial uses within PA3((a)) to the Director for his or her review and approval prior to issuance of a building permit for the Project and shall install the public art features prior to issuance of any occupancy permits by the City for the particular parcel which the Developer has requested to receive an occupancy permit.

4.3.2 *Private Security Services.* Developer shall provide private security sufficient to serve the Property (or coordinate with the City to have the Los Angeles County Sheriff's Department ("**Sheriff**") provide security services for the Property (and/or for specific events), and in all cases Developer shall coordinate with the Sheriff in security matters with respect to the Project. From time to time as requested by any Party or the Sheriff, the Parties shall meet and confer with the Sheriff regarding matters related to the security of the Project.

4.3.3 Sheriff's Services and Fees. Developer shall pay for any and all supplemental or overtime services that are requested by Developer or required for the Project. All costs of Sheriff's services paid by Developer pursuant to this Section shall be administered through and rates shall be determined pursuant to City's contract with the Sheriff, as it may be amended from time to time, at the contracted rates paid by City for Sheriff's services and without mark-up or administrative fee of any type or sort, unless such administrative fee or mark-up is paid by City pursuant to the agreement between City and the Sheriff.

4.3.4 *Affordable Housing.* The City, by its General Plan and state law, is committed to increasing its supply of affordable housing. Prior to the issuance of a certificate of occupancy for the last light industrial building constructed on the Property, the Developer shall in its sole and absolute discretion agree to one of the following affordable housing public benefit options: (i) participate in any adopted City-wide affordable housing program, (ii) record a deed

restriction committing to construct at least 100 units of Lower Income (at or below 80 percent of the Area Median Income) affordable housing off-site either within the Specific Plan area (e.g., PA 1) or at another off-site location anywhere else in the City, which units must be in excess of any affordable housing requirements otherwise required for the project within which they will be constructed, or (iii) pay an in lieu affordable housing fee of $3.11 per square foot of the Project's light industrial floor area.

4.3.5 *Avalon Wall*. Prior to issuance of the first certificate of occupancy for the first light industrial building proposed as part of the Project, Developer shall pay a fair share contribution to the rehabilitation and beautification of the wall along the east side of Avalon Blvd. from E. University St. to Elsmere Dr. ("**Avalon Wall**"), not to exceed 30 percent of the total cost and in no case in excess of $3,000,000 (the "**Avalon Wall Contribution Funds**"). Developer shall advance $100,000 of the Avalon Wall Contribution Funds to the City prior to issuance of a building permit for the Project to fund the development of plans and specifications for the Avalon Wall. The Avalon Wall Contribution Funds shall be held in a segregated account by the City and shall be refunded to Developer (or its designated assignee) if such funds have not been used for the rehabilitation/beautification of the Avalon Wall by January 31, 2032.

4.3.6 *Development Agreement Fee*. Pursuant to Chapter 7 of the City's Ordinance No. 19-1931 ("**DIF Ordinance**"), which establishes the City's required Development Impact Fees ("**DIF**") required for any project development within the City, development projects upon property owned by the Authority, may be exempt from the terms and provisions of the DIF Ordinance. As such, and notwithstanding anything to the contrary under the DIF Ordinance, the Developer shall pay a "**Development Agreement Fee**" in the amount of $7,500,000 to the City, which constitutes an increase in the DIF amount that the Developer would be otherwise obligated for under the City's DIF Ordinance. Such Development Agreement Fee shall become an obligation of Developer upon the Effective Date of this Agreement, but the timing of the payment shall be determined pursuant to subsequent documentation / agreements between the City and the Developer. As such, and notwithstanding anything to the contrary herein, Developer shall not be required to pay any DIF pursuant to the DIF Ordinance given Developer's agreement to pay the City the Development Agreement Fee.

4.4 City Infrastructure.

4.4.1 Offsite Improvements; Cooperation Agreement. While the City would typically take the responsibility to provide public infrastructure and services on, over and in the 157 Acre Site, including streets, sidewalks, parkways, sewer, water, drainage, lighting, and other utilities, and assure accessibility to the 157 Acre Site, instead, the City shall contract with Authority pursuant to the Cooperation Agreement to ensure the construction of such improvements (i.e., the Offsite Improvements), in order to avoid any City liability with respect to the 157 Acre Site (given the environmental conditions afflicting the site and the liability associated therewith). By this Agreement with the City, Developer agrees to contract with the Authority regarding the construction of all required Offsite Improvements (to ensure the appropriate coordination of construction and funding of same), as set forth in **Exhibit E** attached hereto. Pursuant to the Cooperation Agreement, the City shall be obligated to contribute $22.4M of funding to the construction of Lenardo Drive pursuant to its allocation of Measure R/M Bond funding. City shall have no liability to Developer or Authority with respect to the construction or operation of the

Offsite Improvements, other than its obligation to contribute $22.4M for the construction of Lenardo Drive and Stamps Drive.

4.4.2 Offsite Intersection Improvements. The Developer shall produce a level of service ("**LOS**") volume to capacity transportation analysis ("**LOS Study**") specifically to determine the potential for the degradation in intersection level of service (i.e., increased traffic congestion) at the 27 intersections within a study area surrounding the 157 Acre Site, attached hereto as **Exhibit L-1** (the "**Intersection Study Area**"). Based on the results of the LOS Study, the City shall prepare and adopt a fair share ordinance or some other fair share allocation methodology to be determined by the City at a future date to determine the Developer's proportionate obligation to fund required transportation improvements within the Intersection Study Area (whether an ordinance or other mechanism/methodology, the "**Fair Share Contribution Requirement**"). As part of the Fair Share Contribution Requirement, City and Developer shall coordinate on the timing of funding from Developer to ensure the Developer's contribution of its proportionate share so the City has the funding available for the improvements when they are ready for construction; Developer will also fund at City's request a City commissioned fair share allocation study to determine the appropriate fair share amounts of the projects in the Intersection Study Area. In addition to assessing the Developer's intersection improvement obligation, the Fair Share Contribution Requirement shall also apply to pending and future projects located in and around the Intersection Study Area that have not already obtained a vested development right, including but not limited to those related projects identified and evaluated in the 2022 SEIR for cumulative impact study purposes.

4.4.3 Project Conditions Regarding Offsite Intersection Improvements. It shall be a condition to the City's issuance of building permits for the Project that the Developer shall pay its Fair Share Contribution Requirement for the "**Intersection and Street Improvements**" as defined in and set forth on **Exhibit L-2** attached hereto. Any Intersection and Street Improvement Improvements over which Caltrans has jurisdiction shall require coordination and detailed design review with Caltrans to determine the feasibility of the improvement. For any intersections or street segments requiring additional right-of-way, the Developer shall be responsible for payment of the acquisition (capped at $3,000,000.00 (three million dollars) in total for all acquisitions), however, the City shall be responsible to secure the additional right-of-way for same. Subject to reimbursement from other projects that are also required to pay the Fair Share Contribution Requirement for the Intersection and Street Improvements, including the payment for acquisition of additional right-of-way, the Developer shall work with City and use its best efforts to ensure that as many as the above referenced Intersection and Street Improvements are funded and completed prior to issuance of any Certificate of Occupancy for the buildings within PA3(a).

4.5 Project Entries and Entry Monument Signs. City will permit the design and development of three entry plazas for the 157 Acre Site at the main access points to the 157 Acre Site at Del Amo Boulevard, Main Street, and at the Avalon Boulevard/I-405 Freeway ramps ("**Entry Plaza(s)**"). The Entry Plaza improvements will include iconic entry monuments with integrated signage (comprising the "**Entry Monuments**" described in Section 6 of the 2022 Specific Plan) which shall include specific identification signage for the Project as approved by Developer ("**Entry Signs**"). The Entry Monuments and Entry Signs will be developed in accordance with Section 6 of the 2022 Specific Plan and may incorporate hardscape, landscape or

other aesthetic features. Plans will be prepared by either Developer, CAM (or the then developer of Cell 2) and/or the Cell 1 Developer. The first developer within the 157 Acre Site that seeks approval from the City of building permits for its project buildings shall be responsible to prepare the designs and plans for the Entry Plazas as part of the Master Sign Program described below, which shall require approval from the City prior to issuance of building permits (provided, however, that the costs of preparation of such designs and plans shall be subject to reimbursement by the other developers of the 157 Acre Site, once such projects seek approval of building permits, if not earlier). The Entry Signs may include identity signage for the 157 Acre Site and shall in all cases include identity signage for the Project with the design thereof reasonably approved in good faith by the Authority / City. Developer shall be responsible to pay its pro rata share of the costs of construction, installation, operation and maintenance of the Entry Plazas, including the Entry Monuments and Entry Signs, which shall be equal to sixty percent (60%) of the costs required for the installation, operation and maintenance of same in accordance with the terms and provisions of the 2022 Specific Plan.

4.6 Signage Programs.

4.6.1 *Master Sign Program.* Developer may develop a Master Sign Program design in coordination with CAM (or the then-current developer of Cell 2), and the Cell 1 Developer, which shall require approval by the City/Authority. The Master Sign Program shall include the designs and plans for the Entry Plazas and the Freeway Pylon Signage as set forth in the 2022 Specific Plan, which must be consistent with any previously approved comprehensive sign program approved by the City for any Cell, provided, however, the Master Sign Program must be prepared and reasonably approved by the City/Authority prior to the issuance of any occupancy permits for any Project buildings . The cost of the Master Sign Program design/construction shall be borne by each respective Cell owner/developer, based upon the acreage of such Cells in comparison to the overall 157 Acre Site. The Master Sign Program design may be subject to revision as the Site is developed, with CAM (or the then-current developer of Cell 2), Developer, and the Cell 1 Developer forming a sign review committee which shall review any proposed design revisions and make comments to City / Authority with City / Authority having final determination. The Master Sign Program may be implemented in phases based on developed area. Developer shall pay sixty percent (60%) of the reasonable costs associated with the preparation and implementation of the Master Sign Program. Notwithstanding the foregoing, if Developer is not allocated a specific Freeway Pylon Sign (i.e., a digital off-site billboard on the Embankment), such cost allocation for implementation shall be reasonably adjusted to account for such fact, and Developer shall at least be entitled to on-site tenant signage within one or more of the Freeway Pylon Signs, if and to the extent the same are approved by Caltrans for development. The Director may approve other alternatives to the above requirements as deemed necessary depending on the scope and timing on the propose projects.

4.6.2 *Remainder Cell Signage Program*. Developer shall prepare and receive approval for a comprehensive sign program for the Remainder Cells as set forth under the terms and conditions under the 2022 Specific Plan, including way-finding signage, project name identification, and wall mounted project signage for all portions of the Project. Such comprehensive sign program must be submitted to the City and approved prior to issuance of a certificate of occupancy for the first industrial building.

4.7 Agreement to Govern Zoning; Priority of Regulations. City has determined that this Agreement is consistent with the General Plan, the 2022 Specific Plan and the Zoning Code. As such, this Agreement and its exhibits shall be the primary documents governing the Project and the use and development of the Developer Property, and, in the event of a conflict, shall prevail over the Existing Land Use Regulations. Any zoning issues or requirements applicable to the Developer Property or any portion thereof that are not otherwise governed by this Agreement, the 2022 Specific Plan, the Existing Development Approvals and/or the Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement shall be governed by the Existing Land Use Regulations. Project zoning and permitting shall be governed by the following hierarchy of regulations when there is a conflict in terms that is not reasonably susceptible to interpretive harmonization (with item "a" having highest governing authority and descending therefrom):

(a) The 2022 SEIR and 2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features in connection with the Existing Development Approvals, as the same may be amended from time to time, in accordance with this Agreement;

(b) The terms of this Agreement;

(c) The terms of any Existing Development Approvals, including without limitation, the 2022 Specific Plan; and

(d) Existing Land Use Regulations.

4.8 Right to Future Development Approvals. Subject to City's exercise of its police power authority as specified in Articles 6 and 8 below, Developer shall have a vested right: (i) to receive from City all Future Development Approvals made applicable to the Project and/or the Developer Property that are consistent with and implement the 2022 SEIR, and that are substantially consistent with the Development Plan and this Agreement; (ii) not to have such approvals be withheld, conditioned or delayed for reasons inconsistent with this Agreement, and (iii) to cause development of the Project on the Developer Property in a manner consistent with such approvals in accordance with this Agreement. All Future Development Approvals for the Developer Property, including, without limitation, zone changes, or tract maps, shall, upon approval by City, be vested in the same manner as provided in this Agreement for the Existing Development Approvals, for the Term of this Agreement.

4.9 Moratorium. Notwithstanding any other provision of this Agreement, no future amendment of any existing City ordinance or resolution or any subsequent ordinance, resolution or moratorium, enacted either by the City Council or by voter approved initiative, that purports to impose or result in a limitation on the Project, imposed by City, shall apply to govern, or regulate the Project or development or use of the Developer Property during the Term. In the event of any such subsequent action by City, Developer shall continue to be entitled to apply for and receive Development Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the City's Reservation of Authority set forth herein.

4.10 Existing Development Approvals. Only those items specifically set forth on **Exhibit J** hereto are deemed Existing Development Approvals for purposes of this Agreement.

Any approvals not included within **Exhibit J** shall not apply to the Project with the exception of Applicable Future Rules permitted pursuant to Article 8 below and Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement.

4.11 CEQA. CEQA review and approvals for the Project shall be or have been completed prior to, or concurrent with, approval of this Agreement by the City Council. Without limitation of the foregoing, Developer specifically acknowledges and agrees that in connection with the Project, Developer shall satisfy all 2022 SEIR Mitigation Measures and required 2022 SEIR Project Design Features/Project Characteristics for which Developer is assigned responsibility. In the event that any additional CEQA documentation is legally required for any discretionary Future Development Approval for the Project, then City shall conduct such CEQA review, at Developer's expense.

4.12 Employment Outreach for Local Residents. A goal of City with respect to this Project and other major projects within City is to foster employment opportunities for City of Carson residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, Developer shall make reasonable efforts to cause all solicitations for full- or part-time, new or replacement employment relating to the construction, operation and maintenance of the Project to be advertised in such a manner as to target local City residents and shall make other reasonable efforts at local employment outreach, including working with the South Bay Workforce Investment Board and its Carson One-Stop Center, as City shall approve. Developer shall also notify City of jobs available at the Project such that City may inform City residents of job availability at the Project. Developer will inform its purchasers and lessees of the provisions of these requirements. Nothing in this Section shall require Developer to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

4.13 Energy Efficient and Sustainable Building Design. All Project buildings shall promote sustainable and energy efficient practices through compliance with California Code of Regulations, Title 24. In addition, the Project shall be designed to meet the standards for LEED Silver Certified buildings (or equivalent techniques or designs used for the purpose of reduction of energy use as approved by the Director in writing) and Developer shall use commercially reasonable efforts to exceed such standards.

4.14 Solar Excess Energy. In the event that there is any excess energy generated from the Project's on-site photovoltaic panels (excess being defined as any power produced above what is required to provide energy to those activities on Cells 3, 4, and 5), Developer shall offer the City the option to purchase such excess power through a future Power Purchase Agreement ("**PPA**").

ARTICLE 5. CONSTRUCTION AND SCHEDULING.

5.1 Timing of Development. The Schedule of Performance attached as **Exhibit H** sets forth the anticipated schedule for construction of the Project, the Remainder Cells Remedial Systems, the Site Development Improvements, the BPS and the Offsite Improvements.

Developer will use commercially reasonable efforts to process the Project and commence and complete construction of the Project, the Remainder Cells Remedial Systems, the BPS, and the Site Development Improvements, in accordance with the Schedule of Performance. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer will adhere to the terms of the Schedule of Performance, as the same may be modified in accordance with this Agreement, regarding the timing of development. Once construction is commenced for the Project, the Remainder Cells Remedial Systems, the BPS, and the Site Development Improvements, they shall be diligently pursued to completion, and shall not be abandoned for more than one hundred and eighty (180) consecutive calendar days, except when due to a Force Majeure event. Developer shall keep the City informed of the progress of Project, the Remainder Cells Remedial Systems, BPS, Site Development Improvements, and the Offsite Improvements construction and submit written reports of the progress of the construction when and in the form reasonably requested by City.

5.2 Plan for Construction Scheduling and Phasing.

5.2.1 *Construction Schedule.* The Schedule of Performance sets forth the plan for the schedule of construction of the Project, the Remainder Cells Remedial Systems, BPS, and the Site Development Improvements including needed construction access prior to commencement of construction. City acknowledges that the Project may be developed in phases, and that the construction schedule may reflect such phasing. City further acknowledges that it will issue building permits for the Project such that construction may commence prior to recordation of the Project's Final Tract Map. Representatives of City, Authority, Developer and the other developers of Cell 1 / 2 shall meet to develop a coordinated schedule for all construction activity so that no project interferes with another. The schedule shall also be utilized to develop an Offsite Improvements phasing plan (which shall be provided to the developer(s) of Cell 1 / 2 for comment, if applicable).

5.2.2 *Coordination of Development.* Consistent with the nature of a major construction project, City shall reasonably regulate development of Cell 1, Cell 2, and the Property so as to ensure that construction activities on and around such other sites, including dust, noise, odors, traffic impediments, etc., do not adversely affect the Project or the construction of the other projects upon Cell 1 or 2, and that the construction activity on such properties will not adversely affect the development of the Property, or Cells 1 or 2, and that all such development shall comply with the terms and conditions of the 2022 SEIR and associated 2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features (as the same may be modified from time to time).

5.3 Processing.

5.3.1 *Good Faith Cooperation.* It is the express intent of this Agreement that the Parties cooperate and diligently work to implement any of the Existing Development Approvals. If Developer elects, in its sole discretion, to request City to incur overtime or additional consulting services to receive expedited processing by City, Developer shall pay all such overtime costs, charges or fees incurred by City for such expedited processing and City agrees to expedite

processing of any Development Approvals, building permits and other permits and approvals required for the Project, including, without limitation, by authorizing overtime payments to its employees and contractors as reasonably required to expedite processing.

5.3.2 *Processing Fees.* Developer shall pay all normal and customary Processing Fees applicable to the Project which are standard for and uniformly applied to similar project developments within the City.

5.3.3 *Standard of Work*. When Developer is required by this Agreement and/or the Development Plan to construct any improvements which will be dedicated to City, the Authority or any other public agency, upon completion, Developer shall perform such work in the same manner and subject to the same construction standards as would be applicable to City, the Authority, or such other public agency should it have undertaken such construction work. If Developer performs any such public improvement work (such as the Offsite Improvements), Developer shall pay prevailing wages as required by any applicable laws and City shall not be liable for any failure in Developer's payment of prevailing wages or legally-imposed penalties therefore.

5.4 Prevailing Wages. Developer shall pay prevailing wages as required by law, as described in California Labor Code § 1720 ("**Prevailing Wage Law**"). To the extent that it is determined that Developer has not paid, or does not pay, prevailing wages required by law for any portion of the Project, the Remainder Cells Remedial Systems, the BPS, the Site Development Improvements, and the Offsite Improvements, Developer shall defend and hold City harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that Developer failed to pay prevailing wages in connection with the construction of the Project, the Remainder Cells Remedial Systems, the BPS, the Site Development Improvements, or the Offsite Improvements, in violation of the Prevailing Wage Law. Developer acknowledges and agrees that should any third party, including, but not limited to, the Director of the Department of Industrial Relations ("**DIR**"), require Developer or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Developer shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. City makes no representation that any construction or uses to be undertaken by Developer are or are not subject to Prevailing Wage Law.

5.5 Other Governmental Permits; Delays. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to approvals required by any other governmental entity for the implementation of the Project, the Remainder Cells Remedial Systems, the BPS, the Site Development Improvements, the Offsite Improvements, and/or any Certificate of Completion issued by the City in connection with the Project; provided, however, the Parties acknowledge and agree that (i) a Remedial Action Completion Report ("**RACR**") shall be required from DTSC for the Remainder Cells Remedial Systems components constructed on the Remainder Cells by the Developer, which RACR shall be a condition to such systems being deemed complete, and (ii) DTSC must provide a no objection letter to any

Certificate of Completion requested by Developer prior to any development upon the Property to be deemed complete. Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Developer Property which are Developer's responsibility under the Scope of Development and this Agreement, Developer shall at its own expense secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work. City shall cooperate with Developer in its efforts to obtain such permits and approvals and to satisfy the conditions to such permits and approvals. City and Developer shall cooperate and use reasonable efforts in coordinating the implementation of the Project and the Development Plan with other public agencies, if any, having jurisdiction over the Project and the Developer Property. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

5.6 Extensions for Construction Interruption Delays. As provided in Section 5.1, there can be various causes for delays in carrying out the Project in accordance with the Schedule of Performance. Once construction of the first light industrial building commences the City Manager has the authority to confirm extensions for Force Majeure beyond the permitted one hundred and eighty (180) day construction interruption period referenced in Section 5.1 for Force Majeure events (subject to the conditions set forth in Section 16.2). In the event of such authorized delays, the permitted construction interruption period shall be extended day for day for each authorized day of delay. In addition to such extensions, the City Manager has additional authority in his or her absolute discretion to approve additional optional extensions to the construction interruption period beyond the one hundred eighty (180) day period permitted by Section 5.1 for an additional one hundred eighty (180) calendar days, but any greater optional extensions must be approved by the City Council. For the avoidance of doubt, Developer is not required to request extensions in the event construction commences later than the applicable time period set forth in **Exhibit H,** provided that Developer makes commercially reasonable efforts to meet the Schedule of Performance.

5.7 Project Schedule. The Project, Remainder Cells Remedial Systems, BPS, Site Development Improvements shall be constructed in accordance with the Schedule of Performance set forth on **Exhibit H**, as the same may be extended or modified pursuant to this Agreement. Construction of the Project, BPS, Remainder Cells Remedial Systems, and Site Development Improvements shall conform to the requirements of the RAP and other DTSC Regulations. The Parties agree and acknowledge that the SEIR describes buildout of the Project by 2024 and that economic conditions or business factors may influence the ability to complete construction of the Project by 2024.

5.8 Certificates of Completion. Once Developer has completed construction of all improvements required for any portion of the Project located within any particular legal parcel within the Project to City's satisfaction, City shall furnish Developer with a Certificate of Completion for such portion of the Project within thirty (30) calendar days of Developer's written request therefor (so long as the City has received a no objection letter from DTSC confirming DTSC's approval of such Certificate of Completion within such thirty (30) day timeframe, and if not, then City's obligations shall be extended until such time as DTSC has issued its approval for such Certificate of Completion); provided that City finds that Developer has completed such

portion of the Project pursuant to the terms of this Agreement and the Existing Development Approvals. The Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the Official Records. The "**Certificate of Completion**" shall be a certificate stating that it constitutes conclusive determination of satisfactory completion of the construction of the improvements required by this Agreement upon the applicable portion of the Developer Property for the applicable portion of the Project, and of full compliance with the terms of this Agreement with respect thereto. City shall not unreasonably withhold, condition or delay the Certificate of Completion so long as such portion of the Project, and with respect to the first Certificate of Completion to be issued only, the Remainder Cells Remedial Systems, BPS, and Site Development Improvements, and Offsite Improvements, have been constructed and completed to City's satisfaction. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Lender or any insurer of a Mortgage securing money loaned to finance the improvements, or any part thereof. A Certificate of Completion is not notice of completion as referred to in the California Civil Code Section 8182. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from City before any Certificate of Completion is issued. Issuance of a Certificate of Occupancy other than for the shell and core shall not be a pre-condition to issuance of a Certificate of Completion.

ARTICLE 6. PROCESSING OF APPLICATIONS FOR FUTURE DEVELOPMENT APPROVALS; OTHER GOVERNMENT PERMITS.

6.1 Project Uses. Developer shall have the right to utilize the Project in accordance with the Permitted Land Uses and to develop the Project on the Developer Property in accordance with the Development Standards and to the density and intensity of use, maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Project or the Developer Property as set forth in the Existing Development Approvals and the Existing Land Use Regulations as the same may be amended from time to time in accordance with the terms and conditions of this Agreement. Developer shall not develop or use the Developer Property or any portion thereof for any Prohibited Use set forth in **Exhibit D**.

6.2 Discretionary Approvals. Issuance by City of Future Development Approvals shall be governed by the terms of the 2022 Specific Plan and the provisions of this Agreement. Unless modified pursuant to City's Reservation of Authority set forth in Article 8, the provisions of the 2022 Specific Plan shall in all cases govern with respect to processing and approval of the Development Approvals required for the Project. The issuance of an administrative permit, conditional use permit or site plan and design review approval may result in the imposition of new or amended Conditions of Approval consistent with the requirements of this Agreement and not in conflict with the Development Plan (unless as a result of exercise by City of its Reservation of Authority under Article 8 or agreed to by Developer in writing).

6.3 Duration of Permits and Approvals. All Project entitlements, including but not limited to, the vesting tentative tract map, site plan and design review permit(s), construction noise variance, administrative permits and all other approvals by City with respect to the Project as part of the Development Approvals shall continue during the Term of this Agreement.

6.4 Processing Future Development Approvals; General Protocols and Payment of Processing Fees. In order to implement the Project, Developer will be required to obtain certain Future Development Approvals. The Future Development Approvals may include matters that will be subject to City's discretionary review, and will certainly be subject to and all ministerial permit approval, certificates and other approvals required by City or any other governmental authority for implementation of the Project or regulating development or use of the Developer Property, including without limitation signage and lighting permits, engineering permits, grading permits, foundation permits, construction permits and building permits. If Developer requests Future Development Approvals, Developer, in a timely manner, will provide City with all documents, Applications, plans and other information necessary for City to carry out its obligations hereunder in processing the Future Development Approvals, and Developer will cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor.

ARTICLE 7. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.

7.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

7.2 Procedure. Except as set forth in Section 7.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance, and meet the requirements of the Development Agreement Statute § 65867.

7.3 Consent. Except as expressly provided in this Agreement, no amendment, modification or clarification to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records.

7.4 Specific Plan Adjustment Mechanisms. In addition to the procedures provided herein, the 2022 Specific Plan in Section 7 on Implementation contains a process for the Director to issue ministerial/administrative permits and approvals of aspects of the Project that (1) make minor non-substantive changes to the Development Plan and the Project and (2) are consistent with the certified 2022 SEIR.

7.5 Minor Modifications. Notwithstanding the processes established under Section 7 of the 2022 Specific Plan, with the sole exception of the comprehensive sign plan for PA3(b), Minor Modifications to this Agreement, the Project, and/or the Development Plan shall be made ministerially, with the approval of the Director. Such "**Minor Modifications**" shall be defined as modifications to this Agreement, the Project/Development Plan that do not (i) change the proposed uses analyzed in the 2022 SEIR, (ii) increase the total amount of light industrial square footage within the Property beyond what was studied in the 2022 SEIR, (iii) decrease the amount of any retail / restaurant square footage, open space, community amenity, and/or programmed areas proposed for the Carson Country Mart as set forth in the Project Site Plan (attached hereto as **Exhibit C**) and/or (iv) increase building heights within the Property in comparison to what was studies in the 2022 SEIR.

ARTICLE 8. RESERVATION OF AUTHORITY.

8.1 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any statute, ordinance, or other limitation enacted after the date this Agreement is approved by the City Council, except as provided in this Article 8. Any such enactment, or the issuance of any Future Development Approval, or the adoption of Future Land Use Regulations applicable to the Project or regulating development or use of the Developer Property which is not an Applicable Future Rule under Section 8.2.1 and which (i) materially affects, restricts, impairs, delays, conditions, or otherwise impacts the vested rights granted to Developer by this Agreement, including, without limitation, the right of Developer to develop, operate and use the Project in accordance with the Development Plan, or (ii) is materially in conflict with or contrary to the terms of this Agreement, shall not apply to the Project. Nothing herein shall restrict Developer's right to challenge or contest the validity of any state, federal or local law, regulation or policy or the applicability of such law, regulation or policy to the Developer Property or the Project.

8.2 Limitations, Reservations and Exceptions. Notwithstanding anything to the contrary set forth herein, in addition to the 2022 SEIR, the 2022 SEIR Mitigation Measures, the 2022 SEIR Project Design Features, this Agreement, the Existing Development Approvals and the Existing Land Use Regulations, and only the following Land Use Regulations adopted by City after the date this Agreement is approved by the City Council ("**Reservation of Authority**") shall apply to and govern the Project and the Developer Property:

8.2.1 *Future Regulations*. Future Land Use Regulations which (i) are not in conflict with this Agreement or with the Existing Land Use Regulations, the Existing Development Approvals or any Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement or; (ii) even if in conflict with the Existing Land Use Regulations, are enacted or adopted pursuant to the Reservation of Authority of City set forth in this Article 8; or (iii) even if in conflict with the Existing Land Use Regulations, have been consented to in writing by Developer, shall be deemed to constitute "**Applicable Future Rules**".

8.2.2 *State and Federal Laws and Regulations*. Where state or federal laws or regulations enacted after the date this Agreement prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be applied to the Project / Developer Property to the minimum extent necessary to comply with such state or federal laws or regulations.

8.2.3 Public Health and Safety/Uniform Codes.

(a) *Adoption Automatic Regarding Uniform Codes*. This Agreement shall not prevent City from adopting Future Land Use Regulations or amending Existing Land Use Regulations that are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes.

(b) *Adoption Regarding Public Health and Safety*. This Agreement shall not prevent City from adopting Future Land Use Regulations respecting public

health and safety to be applicable throughout City which directly result from findings by City that failure to adopt such Future Land Use Regulations would result in a condition injurious or detrimental to the public health and safety; provided that such Future Land Use Regulations apply uniformly throughout the City with respect to similar uses or concerns.

(c) *Adoption Automatic Regarding Regional Programs*. This Agreement shall not prevent City from adopting Future Land Use Regulations or amending Existing Land Use Regulations that are regional codes and are based on recommendations of a county or regional organization and become applicable throughout the region, such as the South Bay Cities Council of Governments, with the exception of any Future Land Use Regulations or amendments to Existing Land Use Regulations that will otherwise prohibit the uses or the density or intensity of uses, the maximum height or the design standards applicable to the Project or the Developer Property, that are allowed by this Agreement.

8.2.4 *Amendments to Codes for Local Conditions*. Notwithstanding the foregoing, no construction within the Project shall be subject to any provision in any of the subsequent Uniform Construction Codes, adopted by the State of California, but modified by City to make it more restrictive than the provisions of previous Uniform Construction Codes of City, notwithstanding the fact that City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including, but not limited to, Health and Safety Code § 18941.5, unless such amendment applies City-wide.

8.3 Fees, Taxes and Assessments. Notwithstanding any other provision herein to the contrary, City's Reservation of Authority shall also pertain to the following: City retains the right, in accordance with the Existing Land Use Regulations of City (i) to impose or modify Processing Fees, (ii) to impose or modify business licensing or other fees pertaining to the operation of businesses; (iii) to impose or modify taxes and assessments which apply citywide such as utility taxes, sales taxes and transient occupancy taxes; (iv) to impose or modify fees and charges for City services such as electrical utility charges, water rates, and sewer rates; (v) to impose or modify a citywide assessment district; and (vi) to impose or modify any fees, taxes or assessments similar to the foregoing; provided that nothing herein shall restrict Developer's right to challenge or contest the validity of such fees, taxes and/or assessments. This Section 8.3 excludes the CFDs referenced elsewhere in this Agreement.

ARTICLE 9. CITY'S RIGHT TO UTILIZE PORTIONS OF CARSON COUNTRY MART FOR SCHEDULED EVENTS.

9.1 Agreement. Prior to the issuance of building permits for the Project, the City and Developer shall work together in good faith on an agreement (binding on Developer's operators, tenants, successors and/or assigns) to allow the City to schedule events and use the Carson Country Mart open space/event lawn/park areas up to three times per week. The Developer shall cooperate with the City to determine the feasibility of using portions of the Carson Country Mart for a periodic farmer's market and other similar temporary uses.

ARTICLE 10. ANNUAL REVIEW.

10.1 Annual Review.

(a) At the Annual Review, City shall review the extent of the Developer's compliance with the terms of this Agreement, including, without limitation, the Mitigation Measures under the 2022 SEIR and the Specific Plan terms and conditions.

(b) Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code. Developer shall cooperate in such review in all respects.

(c) Developer shall maintain a Compliance Log which shall be a written a written record of (i) all complaints received from any source, public or private, with respect to the Project, the Site Development Improvements, BPS, and Offsite Improvements (during the applicable warranty period), (ii) the action taken by the Developer to address such complaint(s), (iii) the results, and (iv) the dates of each. Notice of the Compliance Log shall be given to each businesses and persons operating and entering upon the Property to the satisfaction of the City. The City shall have access to the Compliance Log during normal business hours and a summary shall be included within the Annual Review.

(d) The cost of the Annual Review shall be borne by Developer and Developer shall pay a reasonable deposit in an amount requested by City to pay for such review.

10.2 Report and Response. The Developer shall prepare and, after consultation with and feedback from the Authority's Executive Director, submit to the Director and thereafter to the City Council, a written report on the performance of the Remainder Cells Remedial Systems (during the warranty period provided in the Option Agreement), BPS, Site Development Improvements, Offsite Improvements, and/or the Project, and identify any deficiencies and explain why such deficiencies have occurred and Developer's plan to correct them. A deficiency shall include the failure to timely proceed with development in accordance with the Schedule of Performance, and any deficiencies identified with respect to the Remainder Cells Remedial Systems, BPS, Site Development Improvements and/or the Project. Developer's written report and the Authority's Executive Director's feedback and response shall be included in the report to the City Council. The report to the Council shall be made within forty-five (45) calendar days of each Anniversary Date. If any deficiencies are noted or if requested by a Councilmember, the report can be brought before the City Council at a public meeting for formal review and declare a default under this Agreement.

10.3 Failure to Comply. If City finds and determines that Developer has not substantially complied with the material terms and conditions of this Agreement for the period under review or that Developer fails to cooperate with City in the performance of the review, including making records in Developer's possession available to City that Developer is required to disclose pursuant to a request from the City, City may, in accordance with the procedures set forth in Section 11.5 and after provision of the notice and cure periods set forth in Section 11.4, declare a Developer Default.

10.4 Major Review. Unless triggered by any public complaint or concerns of the City Council with respect to the Project, Remainder Cells Remedial Systems, BPS, or Site

Development Improvements, that warrants review of these matters, not more than once every five (5) years, and at the discretion of City, the Annual Review shall be a Major Review which, besides the elements contained in Section 10.1, shall additionally include:

(a) An environmental review of compliance with all 2022 SEIR Mitigation Measures and the 2022 SEIR Project Design Features applicable to the Project.

(b) A summary of any significant complaints concerning the Project, Remainder Cells Remedial Systems, BPS, and Site Development Improvements.

(c) Summary of general maintenance of the Project, the Remainder Cells Remedial Systems, BPS, and Site Development Improvements.

(d) Any recommendations for improvement of Project performance to meet objectives of this Agreement and those set forth in the 2022 SEIR.

(e) Other significant issues pertaining to the obligations of Developer under this Agreement, in the discretion of the Director.

(f) Public presentation of the report to the City Council at a public meeting.

10.5 Certificate of Review. Any of the elements set forth in Section 10.4 may be included in an Annual Review at the election of City. If, at the conclusion of an Annual Review or Major Review, City finds that Developer is in substantial compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Review to Developer in a form approved by City.

10.6 Performance Review. In addition to the Annual Review, at any time based upon complaint or other cause, the Director may initiate a performance review, carried out in accordance with the same procedure used for an Annual Review.

10.7 Failure to Conduct Annual Review. The failure of City to conduct the Annual Review or Major Review shall not be a Developer Default unless Developer fails to cooperate in providing necessary information.

ARTICLE 11. DEFAULT, REMEDIES AND TERMINATION.

11.1 Rights of Non-Defaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all the remedies as provided below following the occurrence of a default to enforce any term, covenant or agreement contained herein. Before this Agreement may be terminated or action may be taken against a defaulting Party ("**Defaulting Party**") to obtain judicial relief or otherwise, the Party seeking relief for a default ("**Non-Defaulting Party**") shall comply with the notice and cure provisions of Section 11.4 and Section 11.5.1.

11.2 Reimbursement for Monetary Defaults. In the event either Party fails to perform any monetary obligation under this Agreement, the Non-Defaulting Party shall be entitled to, and may sue for, the payment of such sums to the extent due and payable. The Defaulting Party

shall pay interest thereon at the lesser of: (i) six percent (6%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the Non-Defaulting Party.

11.3 Compliance with the Claims Act. Compliance with this Article 11 shall constitute full compliance with the requirements of the Claims Act, Government Code § 900 et seq., pursuant to Government Code § 930.2 in any action brought by Developer.

11.4 Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement by delivering a written notice of the alleged default ("**Notice of Default**") in accordance with the procedures hereinafter set forth for any alleged failure or breach of any other Party to perform any material duty or obligation under the terms of this Agreement. Notwithstanding any failure or breach, a Party shall be deemed to be in Default under this Agreement (and therefore, a Defaulting Party) only if: (i) the Non-Defaulting Party has provided a Notice of Default to such Party setting forth the nature of the breach or failure and the actions, if any, required to cure such breach or failure, and (ii) the Party for which a breach is alleged shall have failed, if the breach or failure can be cured, to take such actions and cure such default (x) within twenty (20) calendar days after the date of its receipt of the written notice delivered by the Non-Defaulting Party for monetary defaults and (y) for all other defaults, within thirty (30) calendar days after the date of its receipt of the Notice of Default delivered by the Non-Defaulting Party, provided, however, if any non-monetary default cannot be cured within such thirty (30) day period, then the Defaulting Party shall not be deemed in breach of this Agreement if and as long as such Defaulting Party does each of the following (provided, however, that if such default is not cured within ninety (90) days following the delivery of the Notice of Default by the Non-Defaulting Party, then, notwithstanding such following actions, the Defaulting Party shall be deemed immediately in breach of the terms of this Agreement and the Non-Defaulting Party may terminate this Agreement in accordance with the procedures under Section 11.5.2):

(a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(b) Notifies the Non-Defaulting Party of its Party's proposed course of action to cure the default;

(c) Promptly commences to cure the default within the thirty (30) day period;

(d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

11.5 Dispute Resolution; Termination; Remedies; Specific Performance.

11.5.1 *Meet & Confer*. Prior to any Party issuing a Notice of Default, the Non-Defaulting Party shall inform the Party whose breach is alleged either orally or in writing of the alleged default and request a meeting to meet and confer over the alleged default and how it

might be corrected. The Parties through their designated representatives shall meet within ten (10) calendar days of the request therefor. The Parties shall meet as often as may be necessary to correct the conditions of default, but after the initial meeting either Party may also terminate the meet and confer process and revive the claim of default by proceeding with a formal Notice of Default under Section 11.4.

11.5.2 *Termination.* Any termination permitted by this Agreement shall be carried out by the provision of a termination notice stating that the Non-Defaulting Party will elect to terminate the Agreement within thirty (30) calendar days and stating the reasons therefor ("**Termination Notice**"). No Termination Notice shall be issued unless a Notice of Default shall have been first delivered and an opportunity to cure each alleged default shall have been provided as described in this Article 11, but such termination shall take immediate effect upon thirty (30) days following the issuance of such Termination Notice.

11.5.3 *Legal Action*; *Specific Performance*. Due to the size, nature and scope of the Project, and due to the fact that it is not, and will not, be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun, the Parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance is appropriate for the enforcement of this Agreement. Therefore, the remedy of specific performance shall be available to both Parties hereto. This subsection shall not limit any other rights, remedies, or causes of action that any Party may have at law or equity and as such, a Non-Defaulting Party may seek recovery of monetary damages as set forth in Section 11.2 above. In addition to any other rights or remedies, a Party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any default, or to obtain any other remedies consistent with the purposes of this Agreement.

11.6 Venue. In the event of any judicial action, venue shall be in the Superior Court of Los Angeles County.

ARTICLE 12. ASSIGNMENT, TRANSFERS, AND BINDING SITE COVENANTS.

12.1 Right to Assign or Transfer Interests in this Agreement Prior to Issuance of Certificate of Completion.

12.1.1 Prior to the issuance of a Certificate of Completion for any portion of the Project proposed to be Transferred by the Developer, Developer may Transfer (as defined below) all or any portion of this Agreement or all or any interest, obligation, or right hereunder to any person or entity ("**Pre-Completion Transferee**"), subject to the prior written consent of the City, which consent shall be given in the City's reasonable discretion within thirty (30) days of request, such reasonableness being based on the following factors: (i) Pre-Completion Transferee's financial strength and capitalization and/or its ability to obtain financing as the same relates to the portion of the Project being Transferred, (ii) Pre-Completion Transferee's experience with projects that are comparable to the portion of the Project being Transferred, (iii) the identity of the principals and management team assigned to such portion of the Project, and (iv) its receipt of an executed assignment and assumption agreement accepting and assuming the obligations of Developer hereunder with respect to such portion of the Project. Upon such assignment or

Transfer, Developer shall be fully released of all of its obligations under this Agreement except as specifically stated herein. Any assignee of Developer's rights hereunder shall be subject to the terms and conditions of this Agreement, the Option Agreement (and any amendments thereto), and the License Agreement, the 157-Acre CC&Rs, the Grant Deed (and all easements provided therein), but only to the extent specifically assigned to such assignee, and only to the extent relating to the portion of the Project being transferred.

12.1.2 The term "**Transferred**" or "**Transfer**" means any hypothecation, sale, conveyance, ground lease, assignment or other transfer of the Developer's obligations / rights under this Agreement or of any portion of the Developer Property. For avoidance of doubt, a Transfer shall not include a master lease, space lease, or sublease of all or any portion of the Project to a user of the Project.

12.2 Right to Assign or Transfer Interests in this Agreement Following Issuance of Certificate of Completion. Following the issuance of a Certificate of Completion required for the portion of the Project then proposed to be Transferred by Developer, without the necessity of the City's approval, Developer may freely Transfer all or any portion of this Agreement or all or any interest, obligation, or right hereunder (provided that Developer notifies City at least ten (10) days prior to any contemplated Transfer under this Section and, if the Transfer is comprised of any portion of the Carson Country Mart, promptly supplies City with any documents or information reasonably requested by City regarding such Transfer to confirm that it meets the below requirements (including those set forth in Section 12.5)) to any person or entity, whether or not owned and controlled by or affiliated with Developer or a Pre-Completion Transferee; provided, that, with respect to the Carson Country Mart, the proposed transferee either has (a) substantial experience in leasing and operating projects similar to the Carson Country Mart ("**Comparable Projects**"), or (b) has contractually retained third parties that have substantial experience in leasing and operating Comparable Projects. Upon such Transfer, Developer and/or the Pre-Completion Transferee (as applicable), shall be released of its obligations under this Agreement except as specifically stated herein.

12.3 Permitted Transfers. Notwithstanding anything herein to the contrary, but subject to any and all DTSC Regulations, the following Transfers shall be permitted at any time without the prior consent of the City (except as expressly set forth below) (any such assignee or transferee described in this Section 12.3 hereinafter referred to as a "**Permitted Transferee**" and any such Transfer, a "**Permitted Transfer**"):

12.3.1 A Transfer to any entity that is affiliated with or related to (by virtue of an ownership interest, management agreement or voting right) Faring or an affiliated company and which is sufficiently capitalized for the development and completion of the Project (or applicable portion thereof); provided, that, with respect to the Carson Country Mart, any Permitted Transferee would still require the prior written consent of the of the City, which consent shall be given in the City's reasonable discretion within thirty (30) days of request, such reasonableness being based on the aforementioned "reasonableness" factors set forth in Section 12.2, and, in addition, the Permitted Transferee must have shown that it has (a) substantial experience in leasing and operating projects similar to the Carson Country Mart or (b) has contractually retained third parties that have substantial experience in leasing and operating Comparable Projects; or

12.3.2 A Transfer of direct or indirect interests in and to Developer or any approved Pre-Completion Transferee of up to 45% of the ultimate ownership interests in and to Developer or an approved Pre-Completion Transferee (in the aggregate); or provided, however, in either such case, (A) that Developer/Pre-Completion Transferee notifies City at least ten (10) days prior to any contemplated Permitted Transfer and promptly supplies City with any documents or information reasonably requested by City regarding such Permitted Transfer or Permitted Transferee (including, if applicable, the documents required under Section 12.5 below), and (B) Faring shall remain obligated to act as development manager/consultant for the Developer/Pre-Completion Transferee through substantial completion of the Project with the identity of the principal representatives tasked with oversight of the Project on behalf of Faring subject to reasonable approval by the City (The City and Developer agree that the following individuals are pre-approved for such purpose: Jason Illoulian, Chris Trueblood, Brendan Kotler and Darren Embry).

12.4 City Transfers. At any time, City may only assign this Agreement to a successor-in-interest to City that may be created by operation of law.

12.5 Assumption by Assignee. No attempted Transfer of all or any portion of Developer's interest / obligations hereunder which requires City's approval shall be effective unless and until the successor entity signs and delivers to City an assumption agreement, in a form reasonably approved by City, assuming the portion of such obligations pertaining to the portion of the Developer Property being Transferred and that Developer has elected to assign. No consent or approval by City of any Transfer requiring City's approval shall constitute a further waiver of the provision of this Section 12.5 and, furthermore, City's consent to a Transfer shall not be deemed to release Developer of liability for performance under this Agreement with respect to the portion of the Project being Transferred unless such release is covered by Section 12.8, below.

12.6 No Approval Needed for Certain Transfers. City's approval of an assignment or Transfer of any portion of the Developer Property under this Agreement shall not be required in connection with any of the following (which shall also for purposes hereof be deemed a Permitted Transfer):

(a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing, and any resulting foreclosure, sale or assignment in lieu thereof.

(b) The granting of covenants, easements and/or dedications to facilitate the development of the Project on the Developer Property.

(c) A transfer of common areas to a duly-organized property owners' association.

12.7 Subject to Terms of Agreement. Following any partial or full assignment or Transfer of any of the rights, obligations, and/or interests of Developer under this Agreement which requires City's consent, in accordance with Section 12.1 above, the exercise, use and enjoyment of such rights and interests shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Developer with respect to the portion of the Developer Property so Transferred.

12.8 Release of Developer. Upon the written consent of City to a partial or full assignment / Transfer of this Agreement, or in connection with any Permitted Transfer, and the express written assumption of the assigned obligations of Developer under this Agreement by the assignee as, and to the extent, required under Section 12.5, above, Developer shall be relieved of the assigned obligations under this Agreement with respect to the applicable interest in the Agreement so transferred, as long as there does not exist a Developer Default under the terms of this Agreement prior to the Transfer (in which case Developer shall not be released from these obligations that are in default until such default is cured).

ARTICLE 13. INSURANCE, RELEASES, INDEMNITIES, AND THIRD-PARTY ACTIONS.

13.1 Compliance with DTSC Regulations. In connection with the development, operation and use of the Developer Property, Developer shall at all times comply with the DTSC Regulations, as the same may be amended or modified by DTSC from time to time.

13.2 Insurance. The Authority has obtained a robust environmental insurance program providing protection to the City and other public entities, developers, property owners and contractors carrying out construction on the Site, including coverage for general liability, bodily injury, property damage and other claims . Authority, City and Developer have or will obtain insurance in accordance with the terms set forth in the Insurance Administration Agreement set forth in **Exhibit I**, which details the terms and conditions of those insurance policies currently in full force and effect and those that will be obtained by Authority and Developer in the future, and shall dictate the terms of defense and claims administration on insured matters. Developer shall pay its share for such coverages as more fully described in the Insurance Administration Agreement.

13.3 Hold Harmless: Developer's Operations Following Completion of the Project. From and after the completion of the Project, with respect only to third party claims and litigation, Developer shall defend, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from activities or business operations of Developer or Developer's agents, contractors, subcontractors, or employees on the Developer Property with respect to the Project, whether such operations be by Developer or by contractors or subcontractors to any of Developer's agents, contractors or subcontractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors; provided that (i) the foregoing indemnity shall exclude matters arising from or related to the presence of hazardous materials in place or generated from materials or conditions in place prior to conveyance of the Developer Property to Developer; (ii) to the extent that the comprehensive insurance programs discussed in Section 13.2 provide coverage, and so long as Developer is contributing its share of premium to such programs as required by the Insurance Administration Agreement, the obligations of Developer under this Section 13.3 shall not apply if coverage for defense and payment of loss, in any amount, is affirmatively and actually provided to Authority and City by an insurer, as applicable, under any of the insurance programs obtained and maintained by Authority or Developer and listed in the Insurance Administration Agreement, set forth in **Exhibit I** and performance by such insurers shall be deemed to satisfy the obligations of Developer hereunder; (iii) the obligations of Developer under this Section shall not apply to any

claims, actions, or proceedings arising through the gross negligence or willful misconduct of City, Authority, and their respective members, officers, agents or employees; and (iv) the obligations of Developer under this Section shall not apply with respect to agents, contractors and subcontractors retained by Authority or City and being directed by either of them.

13.4 Litigation Indemnity.

13.4.1 *Non-Liability of City Concerning Development Approvals*. The Parties acknowledge that there may be challenges to the legality, validity and adequacy of the Development Approvals and/or this Agreement or any amendment hereto; and if successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project. City shall have no liability under this Agreement for the inability of Developer to construct the Project as the result of a judicial determination that the Development Approvals, the General Plan, the zoning, the Land Use Regulations, or any portions thereof are invalid or inadequate or not in compliance with law. If this Agreement or any portion hereof, or any Development Approval is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement and the Development Approvals which are necessary or required to render them valid and enforceable to the extent permitted by applicable law; provided, however, that the terms and provisions of Sections 4.4 and 4.5 of the Option Agreement must be met by the Developer. If litigation is commenced challenging the Development Approvals or the Project generally, then each Party agrees to give the other Party written notice of such challenge immediately after obtaining knowledge thereof. Additionally, Developer shall have the right before judgment is rendered to settle or confess judgement and then request modifications to this Agreement and the Development Approvals as provided above, so long as the Developer has first complied with the terms and provisions set forth in Sections 4.4 and 4.5 of the Option Agreement.

13.4.2 *Participation in Litigation; Indemnity.* Developer agrees to indemnify City and its elected Councilmembers, boards, commissioners, officers, agents, and employees and to hold and save each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) for any Claims or Litigation (other than litigation commenced by City or Authority) seeking to restrain, enjoin, challenge or delay issuance of any of the Development Approvals or this Agreement. City shall provide Developer with notice of the pendency of such action and shall request that Developer defend such action. Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse City for any necessary legal cost incurred by City or the Authority. Developer shall provide a deposit in the amount of City's estimate, in its sole and absolute discretion, of the cost of litigation, in a rolling 90-day basis, which shall be updated monthly, and shall make additional deposits as requested by City to keep the deposit at such level. If Developer fails to provide or maintain the deposit, City may abandon the action and Developer shall pay all costs resulting therefrom and City shall have no liability to Developer. During any such pending litigation with respect to the Existing Development Approvals, Developer's obligation to pay the cost of the action, including judgment, shall extend until a Final Adverse Judgment or successful final termination of the Claims or Litigation is obtained. With respect to any Claims or Litigation relating to a Future Development Approval, Developer may at any time notify the City of Developer's intention to withdraw its request for such approval, and the obligations of Developer under this Section 13.4.2 shall terminate upon the

date of such withdrawal, provided that Developer shall be obligated to indemnify the City for its costs and expenses from the commencement of the Claims or Litigation until the withdrawal from any then pending proceedings or litigation. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed. In light of Developer's indemnity for Claims or Litigation, neither Party shall have the right to settle the litigation without the prior written consent of the other.

13.4.3 *Developer Default; City Right to Abandon*. If Developer fails to timely pay any such funds described in this Section 13.4, City may abandon the action without liability to Developer and may recover from Developer any attorneys' fees and other costs for which City or Authority may be liable as a result of abandonment of the action.

13.5 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than City's Default.

ARTICLE 14. COVENANTS, MAINTENANCE CC&RS AND CFDS.

14.1 Covenants to Run with the Land. Subject to the provisions of Articles 12 and 15 and pursuant to the Development Agreement Statute (Government Code § 65868.5):

14.1.1 *Binding on Successors.* All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Developer Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

14.1.2 *Equitable Servitudes.* All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

14.1.3 *Benefit and Burden.* Each covenant contained herein to do or refrain from doing some act on the Developer Property hereunder (i) is for the benefit of and is a burden upon every portion of the Developer Property, (ii) runs with such land, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

14.2 Declaration of Non-Discrimination. Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry in the performance of this Agreement. Developer shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry. This provision shall be included in the recorded CC&Rs.

14.3 Declaration of Covenants, Conditions and Restrictions. Prior to transfer of the Remainer Cells from the Authority to the Developer, Developer and the Authority must execute various Covenants, Conditions and Restrictions applicable to the 157 Acre Site (each of such covenants, conditions, and restrictions, collectively, the "**CC&Rs**"). The CC&Rs shall be enforceable by the Authority (and potentially, by the City), as and to the extent further set forth in the CC&Rs, and shall benefit and burden the private owners, tenants and/or occupants of the 157 Acre Site or any portion thereof.

14.4 Community Facilities Districts.

14.4.1 *Existing CFDs.* Two (2) Community Facility Districts have been established by City under statutory authority to pay for, respectively (i) operation and maintenance of the Remedial Systems required in connection with the 157 Acre Site (CFD No. 2012-1) ("**Remediation CFD**") costs and (ii) the costs of operation and maintenance of public infrastructure within the 157 Acre Site (CFD No. 2012-2) ("**Infrastructure CFD**"; collectively with the Remediation CFD, the "**Sitewide CFDs**"). Developer shall pay for the costs imposed on the Project by the Sitewide CFDs.

14.4.2 *Restructure of Sitewide CFDs; Restrictions.* City will cooperate with the Developer and the Authority to take such actions as are reasonably required to restructure the terms of the Sitewide CFDs encumbering the Developer Property such that the Project will be charged only such annual amounts as are necessary to pay for the Project's pro rata share (i) for the Remediation CFD, of only those line items associated with the operation and maintenance of the Remedial Systems as set forth in the CFD Restructure Term Sheet shown on **Exhibit K** attached hereto ("**Remedial Costs**") required in connection with the 157 Acre Site and (ii) for the Infrastructure CFD for costs of operation and of public infrastructure within the 157 Acre Site as described in **Exhibit K** attached hereto ("**Infrastructure Costs**"), pursuant to one or more amended, restructured or new CFDs (collectively, the "**Amended Sitewide CFDs**")) in a manner to provide no greater proceeds than are required for the foregoing. The Amended Sitewide CFDs shall be dedicated solely to the foregoing operation and Remedial Costs and Infrastructure Costs. In addition, Developer shall be responsible to pay its pro rata share of the costs of installation, operation and maintenance of the Entry Plazas, including the Entry Monuments and Entry Signs, which shall be equal to sixty percent (60%) of the reasonable costs incurred by the City in each year for such purpose.

14.4.3 *Citywide CFD.* As a condition to commencing construction of the Project or prior to recordation of the Final Map for Developer's VTTM, Developer shall annex into the City Wide Community Facilities District (CFD No. 2018-01) ("**Citywide CFD**", together with the Sitewide CFDs, collectively, the "**CFDs**"). The Project shall be assessed Citywide CFD fees based on the CFD formula and fee structure in place as of January 12, 2021 (which includes certain escalation provisions for assessed fees).

14.5 Representations and Warranties of City. City represents and warrants to Developer that, to City's Actual Knowledge, the following matters are true and correct as of the Effective Date:

14.5.1 *City.* City is a charter city and a municipal corporation under the laws of the State of California. City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which City is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

14.5.2 *Actions and Findings*. City has taken all actions and adopted such findings as may be required under applicable law to enter into this Agreement and perform its obligations thereunder.

14.5.3 *No Violation*. City's execution and delivery of, and performance of its obligations under this Agreement, and other agreements to which City is a party necessary to carry out the transactions contemplated under this Agreement, do not or will not (i) violate the laws, acts or agreements pursuant to which City was created and is governed, (ii) violate, breach, or result in a default under any existing obligation of or restriction on City, or (iii) breach or otherwise violate any existing obligation of or restriction on City under any order, judgment or decree of any state or federal court or federal or state governmental authority.

14.5.4 *Required Consents*. No order, consent, permit or approval of any state or federal governmental authority is required on the part of City for the execution and delivery of, and performance of its obligations under, this Agreement except for such as have been obtained.

14.6 Representations and Warranties of Developer. Developer represents and warrants to City that, to Developer's Actual Knowledge, the following matters are true and correct as of the Effective Date:

14.6.1 *Developer*. Developer is a limited liability company formed under the laws of the State of Delaware. Developer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which Developer is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

14.6.2 *Actions and Findings*. Developer has taken all actions and adopted such findings as may be required under applicable law to enter into this Agreement and the Project Agreements and perform its obligations thereunder.

14.6.3 *No Violation*. Developer's execution and delivery of, and performance of its obligations under this Agreement, the Project Agreements, and other agreements to which Developer is a party necessary to carry out this transaction, do not (i) violate the laws, acts or agreements pursuant to which Developer was created and is governed, (ii) violate, breach, or result in a default under any existing obligation of or restriction on Developer, or (iii) constitute a breach or otherwise violate any existing obligation of or restriction on Developer under any order, judgment or decree of any state or federal court or federal or state governmental authority.

14.6.4 *Required Consents*. No order, consent, permit or approval of any state or federal governmental authority is required on the part of Developer for the execution and

delivery of, and performance of its obligations under, this Agreement and/or the Project Agreements, except for such as have been obtained.

14.7 Actual Knowledge. For purposes of this Section and each of the documents executed in connection herewith, "**Actual Knowledge**" or words of similar import means and is limited to the actual knowledge, as of Effective Date, or, if specifically stated, as of the date of transfer of the Developer Property by Authority to Developer, of David Roberts for City and Jason Illoulian, Brendan Kotler or Darren Embry for Developer, without any further duty of inquiry or independent investigation on the part of the Party or such individual. Each Party represents and warrants that such persons are the persons within such Party's organization having overall responsibility for the operation and management of such Party (and with respect to the Developer, the Remainder Cells). Each Party understands and agrees that such individual(s) shall not be personally liable for any representation or warranty set forth herein.

ARTICLE 15. MORTGAGEE PROTECTION.

15.1 Definitions. As used in this Section, the term "**Mortgage**" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing recorded against the Property (or any portion thereof). The term "**Lender**" shall mean and include the holder of the obligations secured by any such Mortgage.

15.2 Notice to City of Mortgage. Notwithstanding the restrictions on transfer in Article 12, mortgages required for construction or term financing of the Project shall be permitted without the consent of City. Developer or Lender may notify City in advance of any Mortgage or any extensions or modifications thereof. Any Lender which has so notified City shall not be bound by any amendment or modification to this Agreement without such Lender giving its prior written consent thereto.

15.3 Developer's Breach Shall Not Defeat Mortgage Lien. Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void the lien of any Mortgage made in good faith and for value but, unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the successful bidder at any foreclosure sale under any such Mortgage, transferee in lieu thereof or similar transferee.

15.4 Lender Not Obligated to Construct or Complete Improvements. The Lender under any Mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements described herein or to guarantee such construction or completion.

15.5 Notice of Default and Termination Notice to Mortgagee. Whenever City shall deliver any notice of a Developer Default (as defined below) hereunder or any proposed termination of this Agreement, City shall at the same time deliver a copy of such notice to each Lender of record of any Mortgage who has previously made a written request to City therefor, or to the representative of such Lender as may be identified in such a written request by the Lender. No Notice of Default or Termination Notice shall be effective as to the Lender unless such notice is given.

15.6 Right to Cure. Each Lender (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) calendar days after the receipt of a Notice of Default or Termination Notice, and one hundred twenty (120) calendar days after Developer's cure rights have expired, whichever is later, to:

(a) Obtain possession, if necessary, and to commence and diligently pursue the cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that, in the case of a default which cannot with diligence be remedied or cured within such cure periods referenced above in this Section 15.6, including as a result of delays in obtaining possession of the Developer Property or Developer's bankruptcy, such Lender shall have additional time as reasonably necessary to remedy or cure such default. In the event there is more than one such Lender, the right to cure or remedy a breach or default of Developer under this Section shall be exercisable only by the Lender that is first in priority, or as such Lenders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Developer under this Section.

15.7 Assuming Lender. If a Lender or foreclosure transferee (which shall be an affiliate of the Lender) shall undertake to continue the construction or completion of the improvements on the Developer Property as contemplated by this Agreement (beyond the extent necessary to preserve and protect the improvements or construction already made), it must first assume the obligations of Developer under this Agreement by written agreement reasonably satisfactory to City. The Lender must also submit evidence satisfactory to City that it has the qualifications and financial responsibility necessary to perform such obligations, and must agree to complete, in the manner required by the Agreement, the improvements to which the lien or title of Lender relates.

ARTICLE 16. MISCELLANEOUS.

16.1 Estoppel Certificate. Either Party (or a Mortgagee under Article 15) may at any time deliver written notice to the other Party requesting an Estoppel Certificate stating:

(a) The Agreement is in full force and effect and is a binding obligation of the Parties;

(b) The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

(c) There are no existing Defaults under the Agreement to the actual knowledge of the Party signing the Estoppel Certificate and such Party has not delivered any Notice of Default the other Party for which the specified default has not been cured or waived (or otherwise describing such Defaults).

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within sixty (60) calendar days after receipt of the request. The Director may

sign Estoppel Certificates on behalf of City. An Estoppel Certificate may be relied on by assignees and Lenders.

16.2 Force Majeure. The time within which Developer or City shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days for which such Party's performance is actually delayed by war; acts of terrorism, insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; natural disasters; acts of God; acts of the public enemy; quarantine restrictions; freight embargoes; governmental restrictions on priority, initiative or referendum; moratoria adopted by governmental agencies other than City; litigation, administrative action or other adversarial proceeding (other than litigation commenced by the delayed Party) seeking to restrain, enjoin, challenge or delay issuance of any of the Development Approvals or this Agreement or the Project Agreements; injunctions issued by any court of competent jurisdiction; failure of governmental entities (other than the City) to issue permits or approvals (including without limitation failure of DTSC to undertake analysis or to issue health risk assessments, permits or approvals required to permit the development of the Project) (the foregoing, individually or collectively, "**Force Majeure**"). Any extension of time for any such cause(s) shall be for the period of the actual enforced delay and shall commence to run from the time of the commencement of the cause, so long as written notice by the Party claiming such extension is sent to the other Party within sixty (60) calendar days of knowledge by the requesting Party of the commencement of the cause, provided that if the Party claiming such Force Majeure fails to notify the other Party in writing of its request for a given Force Majeure within the sixty (60) calendar days specified above, any extension for such Force Majeure shall be in the sole discretion of the Party to which such request is subsequently made.

16.3 Interpretation.

16.3.1 *Construction of Development Agreement*. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of City's governmental powers over the Developer Property.

16.3.2 *Entire Agreement*. This Agreement, including the Exhibits attached hereto, together with the Project Agreements, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and this Agreement together with the Project Agreements supersede all previous negotiations, discussions, communications, oral or written, and agreements between the Parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement / Project Agreements. In the event of any conflict between or among (i) the terms of this Agreement and any Project Agreements, the terms of this Agreement shall govern with respect to development rights, land uses and entitlements; (ii) the terms of this Agreement and the Option Agreement, the Option Agreement shall govern with respect to conveyance of the Developer Property from Authority to Developer and construction of the Project; and/or (iii) the terms of this Agreement and the Cooperation Agreement, the Cooperation Agreement shall govern with respect to the City and Authority rights and obligations to each other.

16.3.3 *Mutual Covenants*. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefitted thereby of the covenants to be performed hereunder by such benefitted Party.

16.3.4 *Severability*. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the Parties shall comply with the meet and confer procedures set forth in Section 11.5.1 above.

16.4 No Third-Party Beneficiaries. There are no other third-party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person, excepting the Parties hereto.

16.5 Notice. All notices, demands, consents, requests and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed conclusively to have been duly given (i) when hand delivered to the other Party; (ii) upon receipt by the Party to which notice is sent when placed in the US mail, with postage fully prepaid, registered or certified mail, return receipt requested, (iii) the next business day after such notice has been deposited with an overnight delivery service reasonably approved by the Parties (Federal Express, Overnight Express, United Parcel Service and U.S. Postal Service are deemed approved by the Parties), postage prepaid, addressed to the Party to whom notice is being sent as set forth below with next business day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider, or (iv) if via email, on the date such correspondence is sent, so long as written notice is separately given pursuant to one of the means set forth above.

16.5.1 *To Developer*. Any notice required or permitted to be given by City to Developer under this Agreement shall be in writing addressed as follows:

Developer: Carson Goose Owner, LLC
659 N. Robertson Blvd.
West Hollywood, CA 90069
Attention: Chris Trueblood
Email: chris@faring.com

With copies to: Armbruster Goldsmith & Delvac, LLP
12100 Wilshire Blvd., Suite 1600
Los Angeles, CA 90025
Attention: Dave Rand
Email: dave@agd-landuse.com

Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067-6019
Attention: Anton N. Natsis
Email: tnatsis@allenmatkins.com

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

16.5.2 *To City*. Any notice required or permitted to be given by Developer to City under this Agreement shall be in writing, addressed as follows and in addition, shall be delivered in the same manner as specified above to both the City at the addresses set forth below:

City of Carson
701 E. Carson Street
Carson, California 90745
Attention: Community Development Director & City Clerk
Email: SNaaseh@carsonca.gov; cityclerk@carsonca.gov

With a copy to: Sunny Soltani, Esq.,

City Attorney
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, California 92612
Email: ssoltani@awattorneys.com

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

16.6 Relationship of Parties. It is specifically understood and acknowledged by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the owner of such private property.

16.7 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend litigation against the other Party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

16.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to (i) implement the terms and conditions this Agreement, the Project, the Existing Development Approvals and the Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement, (ii) satisfy the 2022 SEIR Mitigation Measures, the 2022 SEIR Project Design Features, and Conditions of Approval and any subsequent conditions of approval legally required by City as a condition to the subdivision of the 157 Acre Site and development of the Project on the Developer Property, and (iii) prepare and record any necessary amendments to the CC&Rs, or other applicable agreements, covenants, conditions and restrictions and the in accordance with this Agreement. Upon the request of either Party at any time, the other Party shall

promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.9 Time of Essence. Time is of the essence in: (i) the performance of the provisions of this Agreement as to which time is an element; and (ii) the resolution of any dispute which may arise concerning the obligations of Developer and City as set forth in this Agreement.

16.10 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

16.11 Recitals / Exhibits. All exhibits attached hereto and incorporated herein by reference and all the Recitals above are acknowledged to be true and correct and are incorporated herein by reference.

16.12 Execution.

16.12.1*Counterparts*. This Agreement may be executed by the Parties in multiple counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed one and the same instrument.

16.12.2*Recording*. City Clerk shall cause a copy of this Agreement to be recorded in the Official Records no later than ten (10) calendar days after the date that the City Council approves this Agreement (Government Code § 65868.5). The recordation of this Agreement is deemed a ministerial act and the failure of City to record the Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

16.12.3*Authority to Execute*. The persons executing this Agreement on behalf of each of the Parties hereto warrant that (i) the Party on which behalf it is executing is duly organized and existing, (ii) such person is duly authorized to sign and deliver this Agreement on behalf of the Party he or she represents, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other agreement to which such Party is bound and (v) there is no litigation or legal proceeding which would prevent such Party from entering into this Agreement.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first above written.

CITY OF CARSON,
a California Charter City

By: _____
Name/Title: Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, City Attorney

CARSON GOOSE OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Chris Trueblood
Title: _____

AUTHORITY ACKNOWLEDGMENT

The CARSON RECLAMATION AUTHORITY, a California joint powers authority, as owner of the 157 Acre Site, hereby accepts and agrees to the execution, delivery and recordation of this Development Agreement.

CARSON RECLAMATION AUTHORITY,
a California joint powers authority

_____
Lula Davis-Holmes, Chair

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, Authority Counsel

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

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

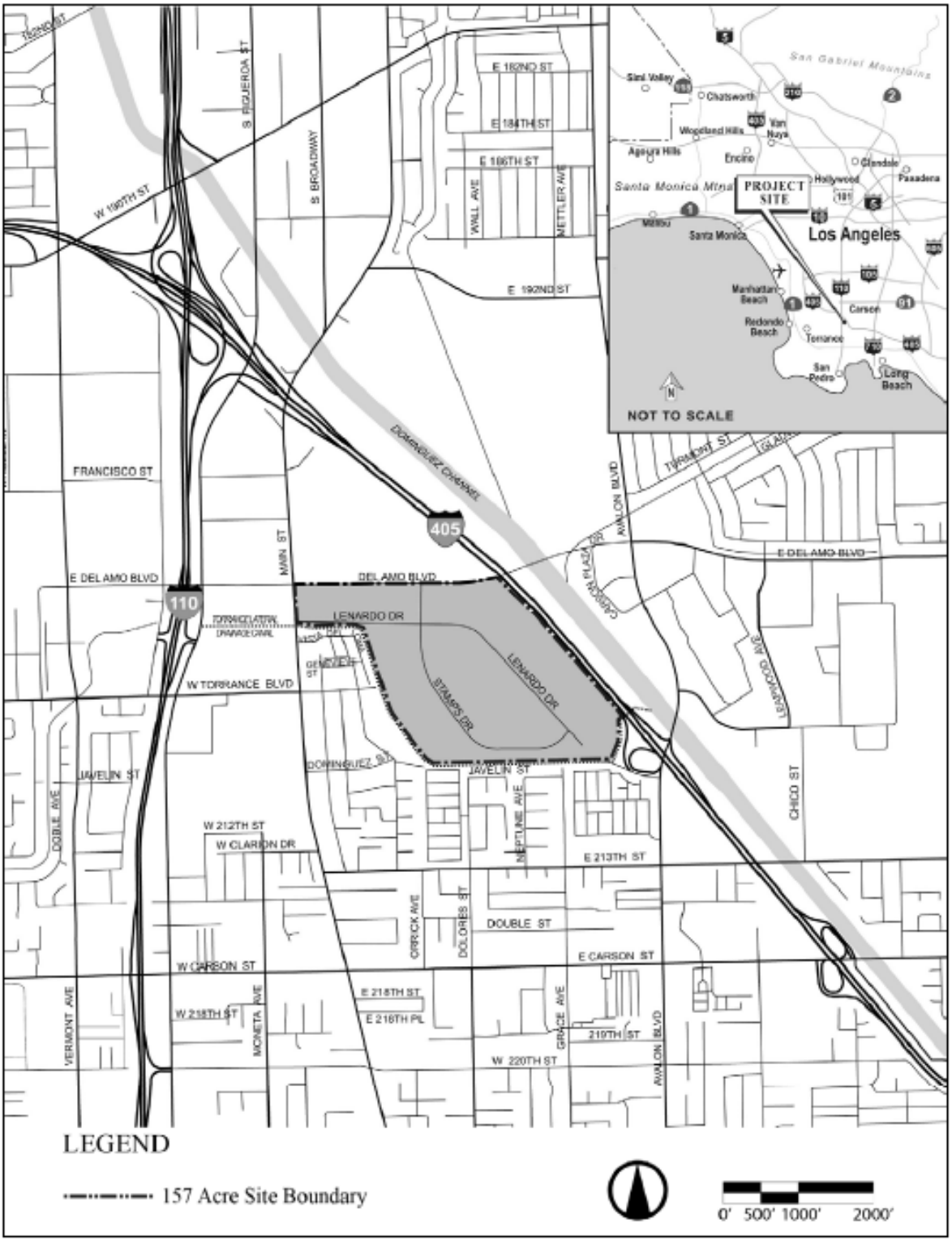
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

157 Acre Site Map and Depiction of Cells 1 through 5




CELL 1
CAL COMPACT
LANDFILL (SITE)
CELL 4
CELL 2
CELL 3
CELL 5
N
GRAPHIC SCALE
600
1,200
SCALE IN FEET

EXHIBIT B

Parcel Map No. 70372

[Attached]

377/76

BOOK 377 PAGE 76

PARCEL MAP NO. 70372

12/30/2013
20131820904

SHEET 1 OF 14 SHEETS

2 PARCELS

157.29 ACRES

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 2 THROUGH 9, INCLUSIVE, AND ALL OF LENARDO DRIVE OF TRACT NO. 42385 AS PER MAP FILED IN BOOK 1056, PAGES 84 THROUGH 88, INCLUSIVE, OF MAPS, AND STAMPS DRIVE AS VACATED BY THE CITY OF CARSON PER RESOLUTION RECORDED MAY 2, 2008 AS INSTRUMENT NO. 20080902238, OF OFFICIAL RECORDS, BOTH IN THE THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FILED
AT REQUEST OF
Carson Marketplace LLC

51 MIN
PAST 3
IN BOOK 377
AT PAGE 76-89
OF PARCEL MAPS
LOS ANGELES COUNTY, CA.
Registrar-Recorder/County Clerk
BY _____ Deputy

D.A. FEE Code 20 $ 3.-

FEE $ 47.-

Map / Grant

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

~~AND ALSO DEDICATE TO THE CITY OF CARSON EASEMENT FOR STORM DRAIN, APPURTENANCES, INGRESS AND EGRESS PURPOSES~~.

AND ALSO DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR PUBLIC UTILITIES PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF DEL AMO BOULEVARD AND MAIN STREET WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS PUBLIC STREETS, WE HEREBY GRANT TO THE CITY OF CARSON THE RIGHT TO RESTRICT DIRECT INGRESS AND EGRESS TO SAID STREETS. IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

CARSON MARKETPLACE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: **LNR CARSON, LLC** A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER

BY: **LNR CPI NR HOLDINGS, LLC** A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER

BY: **LNR COMMERCIAL PROPERTY INVESTMENT FUND LIMITED PARTNERSHIP**
A DELAWARE LIMITED PARTNERSHIP, ITS MEMBER

BY: **LNR CPI FUND GP, LLC**
A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____ RICARD KERZN
ITS: VICE PRESIDENT

L.A. METROMALL, LLC

BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 29, 2006 AS INSTRUMENT NO. 06-2174652 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

_____
HERBERT L. ROTH
AUTHORIZED SIGNATORY FOR CB RICHARD ELLIS INVESTORS, LLC
AS INVESTMENT MANAGER FOR SOUTHERN CALIFORNIA, ARIZONA,
COLORADO AND SOUTHERN NEVADA GLAZIERS, ARCHITECTURAL METAL
AND GLASSWORKERS PENSION PLAN
SOLE MEMBER OF LA METROMALL, LLC

AND ALSO DEDICATE TO THE CITY OF CARSON THE EASEMENTS FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES, STORM DRAIN INGRESS AND EGRESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERE TO INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON

BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 27, 2013 AS INSTRUMENT NO. 20131407831 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

_____
BY JACKIE ACOSTA
TITLE: ACTING CITY MANAGER

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DEPUTY 12.30.13 DATE

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON MARCH 2012 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CARSON MARKETPLACE LLC IN JANUARY, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP; AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS TO BE SET WILL BE ON FILE IN THE OFFICE OF CITY ENGINEER WITHIN 24 MONTHS FROM THE FILING DATE SHOWN HEREON.

_____ 12/26/2013
GREGORY A. HELMER, L.S. 5134 DATE

LICENSED LAND SURVEYOR — GREGORY A. HELMER — NO. 5134 — STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO THE CITY RECORDS.

_____
MASSOUD GHIAM, CITY ENGINEER
CITY OF CARSON
R.C.E. # 59993
EXPIRES 6-30-2014

REGISTERED PROFESSIONAL ENGINEER — MASSOUD GHIAM — C 59993 — EXP. 6-30-2014 — CIVIL — STATE OF CALIFORNIA

COUNTY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY ENGINEER

_____ 12/30/13
STEVE R. BURGER DEPUTY DATE
P.L.S.
~~EXPIRES~~

LICENSED LAND SURVEYOR — STEVE R. BURGER — No. 8704 — Exp. 12/31/15 — STATE OF CALIFORNIA

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ 11/12/13
KAREN AVILLA DATE
CITY TREASURER - CITY OF CARSON

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON BY MOTION ADOPTED AT ITS SESSION ON THE 17th DAY OF September, 2013 APPROVED THE ANNEXED MAP. DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION FOR STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF CARSON:

EASEMENT FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES, STORM DRAIN INGRESS AND EGRESS PURPOSES.

EASEMENT FOR PUBLIC UTILITIES OVER PARCEL 2 AS SHOWN ON THE MAP.

THE RIGHT TO RESTRICT DIRECT INGRESS AND EGRESS ON DEL AMO BOULEVARD AND MAIN STREET.

WE ALSO HEREBY CERTIFY THAT, PURSUANT TO SECTION 66445 (J) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES THE ABANDONMENT OF THE STREET RIGHT OF WAY OF LENARDO DRIVE AND EASEMENTS FOR SLOPE, DRAINAGE PURPOSES, WHICH WERE ACQUIRED BY THE CITY OF CARSON ON THE TRACT NO. 42385, FILED IN BOOK 1056, PAGES 84 THROUGH 88 OF MAPS AND THE EASEMENT FOR PUBLIC UTILITY PURPOSES LYING OVER THE VACATED PORTION OF STAMPS DRIVE RESERVED TO THE CITY OF CARSON PER RESOLUTION RECORDED MAY 21, 2008 AS INSTRUMENT NO. 20080902238 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, NOT SHOWN ON THIS MAP.

_____ 11/12/2013
DONESIA GAUSE DATE
CITY CLERK - CITY OF CARSON

NOTES:

1. THIS MAP IS APPROVED AS A SUBDIVISION FOR TWO VERTICAL PARCELS. THE UPPER PARCEL IS A RESIDENTIAL/COMMERCIAL PARCEL.
2. SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS.

PARCEL MAP NO. 70372

IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF Orange

ON June 27, 2013 BEFORE ME, Cindy Okamoto, A NOTARY PUBLIC, PERSONALLY APPEARED Herbert L. Roth
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
Cindy Okamoto
NOTARY PUBLIC IN AND FOR SAID STATE
Cindy Okamoto
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.
COMMISSION NO. 2006352
MY COMMISSION EXPIRES Feb 3, 2017

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF Orange

ON July 9, 2013 BEFORE ME, Audrey M. Hayes, A NOTARY PUBLIC, PERSONALLY APPEARED Richard Kern
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
Audrey M. Hayes
NOTARY PUBLIC IN AND FOR SAID STATE
Audrey M. Hayes
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN ORANGE COUNTY.
COMMISSION NO. 1954869
MY COMMISSION EXPIRES OCT 2, 2015

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON December 18, 2013 BEFORE ME, LaToya A. Butler, A NOTARY PUBLIC, PERSONALLY APPEARED Jackie Acosta
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
NOTARY PUBLIC IN AND FOR SAID STATE
LaToya A. Butler
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY.
COMMISSION NO. 2000029
MY COMMISSION EXPIRES Dec. 6, 2016

SIGNATURE OMISSIONS NOTES:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) 3A (i-viii) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNER(S) OF THE INTEREST SET FORTH HAVE BEEN OMITTED, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

ESMT HOLDER:	DOMINGUEZ WATER COMPANY
PURPOSE:	CONSTRUCTING AND MAINTAINING A PIPE LINE AND WATER DISTRIBUTION
RECORDED:	BOOK 1515 PAGE 265, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. (SAID EASEMENT IS BLANKET IN NATURE)
ESMT HOLDER:	STATE OF CALIFORNIA
PURPOSE:	FREEWAY SLOPES
RECORDED:	APRIL 22, 1960, BOOK D-822 PAGE 785, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
ESMT HOLDER:	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PURPOSE:	SLOPE
RECORDED:	JUNE 25, 1970, AS INSTRUMENT NO. 1837, BOOK D-4751 PAGE 542, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
ESMT HOLDER:	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PURPOSE:	STORM DRAIN APPURTENANCES AND STORM DRAIN INGRESS AND EGRESS
RECORDED:	AUGUST 15, 1991 AS INSTRUMENT NO. 91-1285322, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
ESMT HOLDER:	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PURPOSE:	INGRESS AND EGRESS
RECORDED:	FEBRUARY 10, 2011, AS INSTRUMENT NO. 20110225422, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
ESMT HOLDER:	SOUTHERN CALIFORNIA GAS COMPANY
PURPOSE:	PUBLIC UTILITIES
RECORDED:	FEBRUARY 15, 2013, AS INSTRUMENT NO. 20130243962, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. (SAID EASEMENT IS INDETERMINATE BY NATURE)
ESMT HOLDER:	SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE:	PUBLIC UTILITIES
RECORDED:	MARCH 6, 2013, AS INSTRUMENT NO. 20130340400, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. (SAID EASEMENT IS INDETERMINATE BY NATURE)

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) (3C) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNER(S) OF THE INTEREST SET FOURTH HAVE BEEN OMITTED,

INTEREST HOLDER:	DEL AMO ESTATE COMPANY, A CORPORATION
PURPOSE:	WATER, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES
RECORDED:	JANUARY 10, 1964, AS INSTRUMENT NO. 2198, BOOK D-2318, PAGE 313, OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

BASIS OF BEARINGS AND COORDINATES:

THE BASIS OF COORDINATES FOR THIS PARCEL MAP IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (1995 EPOCH), ZONE 5. COORDINATES DETERMINED LOCALLY UPON THE FOLLOWING CONTROL STATIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS) AND AS DERIVED BY THE SOPAC SCRIPPS EPOCH COORDINATE TOOL AND ONLINE RESOURCE (SECTOR) PROGRAM:

STATION	NORTHING	EASTING	DESCRIPTION
CCCO	1,777,415.0018	6,497,563.0377	GPS CORS CCCO (PID: AJ1847)
CRHS	1,758,260.9271	6,478,822.0019	GPS CORS CRHS (PID: AJ1853)
2032	1,764,352.8737	6,481,789.4654	NGS PID: DY2032, BOLT IN CONCRETE

BASIS OF BEARINGS: BETWEEN STATION "CRHS" AND STATION "CCCO" BEING = N44°22'32"E

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99994899

BENCH MARK:

ELEVATIONS AS STATED HEREIN ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988, BASED LOCALLY UPON LOS ANGELES COUNTY PUBLIC WORKS BENCH MARK Y-10542, BEING A TAG IN EAST CATCH BASIN, 14.1' SOUTH OF BCR AT SOUTHEAST CORNER OF MAIN STREET AND TORRANCE BLVD., 60.0' SOUTH AND 50.0' EAST OF CENTERLINE INTERSECTION
ELEVATION BEING: 22.769 FEET.

LEGEND

———	INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
R1	INDICATES RECORD DATA PER TRACT NO. 42385, M.B. 1056-84-88.
SFN	INDICATES SEARCHED FOUND NOTHING.
⊗	INDICATES PROJECT BENCH MARK TO BE SET AS NOTED.

PROJECT BENCH MARK:

FD. PUNCHED LACFCD DISK MONUMENT. STAMPED "LA. CO. FLOOD CONTROL 1972 NR-WAP" ON ANGLE POINT IN GENERAL S'LY BOUNDARY OF TRACT NO. 42385, BOOK 1056, PAGES 84-88 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. MONUMENT LOCATED AT THE S'LY EDGE OF THE ACCESS ROAD ALONG TORRANCE LATERAL FLOOD CONTROL CHANNEL, APPROXIMATELY 280 FEET EAST OF THE MAIN STREET.

ELEVATION BEING: 21.68

MONUMENT NOTES:

1 — FD. PUNCHED SPIKE IN AC. DOWN 0.20' AT THE POSITION OF "L & T L.S. 4157" PER R1. POSITION ACCEPTED AS CENTERLINE INTERSECTION OF MAIN STREET & LENARDO DRIVE. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK, TAGGED "L.S. 5134".

2 — FD. NAIL AND TAG STAMPED "L.S. 4157" AT THE POSITION OF "L & T L.S. 4157" PER R1. ACCEPTED AS POINT OF INTERSECTION OF THE CENTERLINE OF MAIN STREET WITH W'LY PROLONGATION OF GENERAL S'LY BOUNDARY LINE PER R1.

3 — FD. PUNCHED LACOFCD DISK MONUMENT. STAMPED "LA. CO. FLOOD CONTROL 1972 NR-WAP", ACCEPTED AS ANGLE POINT IN W'LY BOUNDARY PER R1.

4 — FD. PUNCHED 3 ¾" BRASS DISK STAMPED "LA. CO. FLOOD CONTROL1972 N R/W", ACCEPTED AS EC PER R1.

5 — FD. PUNCHED 3 ¾" BRASS DISK STAMPED "LA. CO. FLOOD CONTROL1972 N R/W" IN 2007. ACCEPTED AS BC PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

6 — FD. 2" IRON PIPE WITH TAG, STAMPED "LS 4157" PER R1. ACCEPTED AS E'LY CORNER OF LOT 3 OF R1.

7 — FD. 2" IRON PIPE WITH TAG, STAMPED "LS 4157" PER R1 IN 2007. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

8 — FD. GEAR SPIKE AND WASHER, STAMPED "LS 4157" PER R1. ACCEPTED AS CENTERLINE INTERSECTION OF DEL AMO BLVD. AND FORMER STAMPS DRIVE PER R1.

9 — FD. PUNCHED 3 ¾" BRASS DISK STAMPED "LA. CO. FLOOD CONTROL1972 E R/W EC" IN 2007, ACCEPTED AS EC PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

10 — FD. PUNCHED 3 ¾" BRASS DISK STAMPED "LA. CO. FLOOD CONTROL E R/W BC" N59°40'24"W 0.30' FROM ESTABLISHED POSITION IN 2007, NOT ACCEPTED. ESTABLISHED BC BY HOLDING RECORD RADIUS AND DELTA PER R1 FROM A FOUND MONUMENT 9 SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

11 — FD. PUNCHED 3 ¾" ALUMINUM DISK STAMPED "LA. CO. FLOOD CONTROL R/W EC" PER R1 IN 2007, ACCEPTED AS EC PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

12 — FD. PUNCHED 3 ¾" ALUMINUM DISK STAMPED "LA. CO. FLOOD CONTROL R/W BC" PER R1 IN 2007, ACCEPTED AS BC PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

13 — FD. PUNCHED 3 ¾" ALUMINUM DISK STAMPED "LA. CO. FLOOD CONTROL R/W AP" PER R1 IN 2007, ACCEPTED AS ANGLE POINT IN THE E'LY BOUNDARY LINE PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

14 — FD. PUNCHED 3 ¾" BRASS DISK STAMPED "LA. CO. FLOOD CONTROL R/W EC" PER R1, ACCEPTED AS EC PER R1.

15 — FD. PUNCHED 3 ¾" BRASS DISK STAMPED "LA. CO. FLOOD CONTROL R/W BC" PER R1, ACCEPTED AS BC PER R1.

16 — 8" SPIKE W/BRASS WASHER STAMPED "L.S. 5134" TO BE SET.

17 — SEARCHED FOUND NOTHING, ESTABLISHED BY RECORD ANGLES AND DISTANCES PER R1, SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

18 — FD 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" S79°08'05"E 0.39' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM A FOUND MONUMENT 7 LYING SE'LY OF SAID POSITION PER R1. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

19 — FD 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" N33°33'50"W 0.66' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM FOUND MONUMENTS LOCATED W'LY AND S'LY OF SAID POSITION. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

20 — FD 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" S66°48'18"E 0.41' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM A FOUND MONUMENT LOCATED SOUTH OF SAID POSITION PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

21 — FD 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" S89°03'24"W 0.23' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM A FOUND MONUMENT LOCATED SOUTH OF SAID POSITION PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

22 — FD 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" N64°06'02"E 0.40' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM FOUND MONUMENTS LOCATED SOUTH AND WEST OF SAID POSITION PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

23 — FD 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" N60°42'35"E 0.24' FROM ESTABLISHED POSITION. ESTABLISHED BY INTERSECTION. SET 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134".

24 — ESTAB. CENTERLINE INTERSECTION BY FOUR FOUND LEAD AND TACK SWING TIES PER PWFB 520-1438 FITS FD LEAD AND TACK TAGGED STAMPED "L.S. 4157", NO REF. ACCEPTED AS CENTERLINE INTERSECTION OF DEL AMO BLVD. WITH MAIN STREET.

25 — FD NAIL AND TAG STAMPED "L.S. 4157" IN CONC. N39°05'46"W 0.21' FROM ESTABLISHED POSITION, HELD FOR LINE. ESTABLISHED BY RECORD DISTANCE OF 999.50' FROM FOUND MONUMENT 26 PER R1.

26 — FD. 2" IRON PIPE WITH TAG, STAMPED "LS 4157", PER R1 ACCEPTED AS ANGLE POINT PER R1.

27 — FD. PUNCHED 3 ¾" BRASS DISK STAMPED "LA. CO. FLOOD CONTROL R/W BC", ACCEPTED AS BC AND ANGLE POINT PER R1.

28 — 2" IRON PIPE WITH CONCRETE PLUG, TACK AND TAGGED "L.S. 5134" TO BE SET.

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SCALE: 1" = 300'

PARCEL MAP NO. 70372

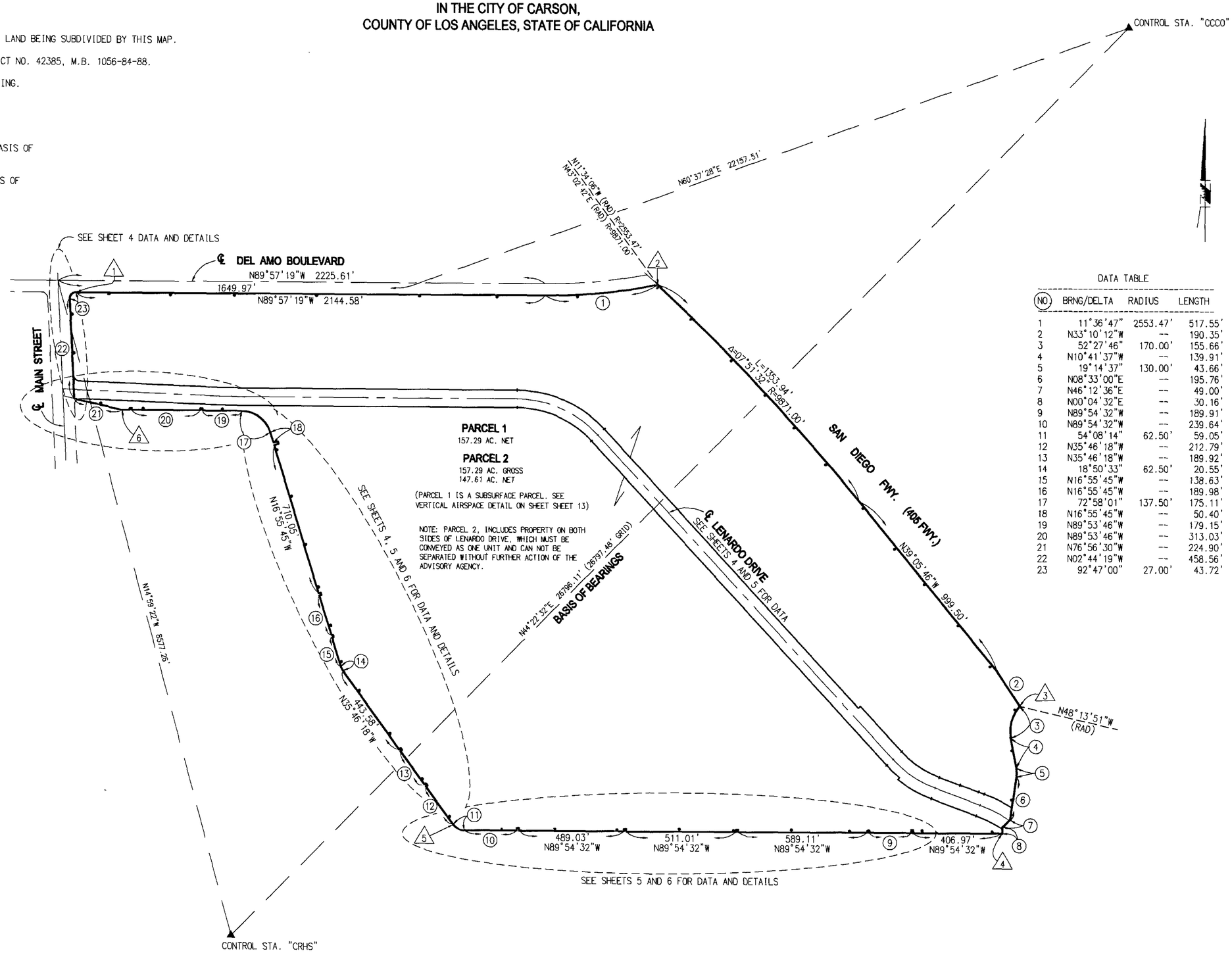
IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- R1 INDICATES RECORD DATA PER TRACT NO. 42385, M.B. 1056-84-88.
- SFN INDICATES SEARCHED FOUND NOTHING.
- △ SEE SHEET 12 FOR DATA

NOTE: SEE SHEET 2 FOR BASIS OF BEARINGS, BASIS OF COORDINATES, BENCH MARK & MONUMENT NOTES.

SEE SHEETS 7 THROUGH 14 FOR VERTICAL LIMITS OF EACH PARCEL



DATA TABLE

NO.	BRNG/DELTA	RADIUS	LENGTH
1	11°36'47"	2553.47'	517.55'
2	N33°10'12"W	--	190.35'
3	52°27'46"	170.00'	155.66'
4	N10°41'37"W	--	139.91'
5	19°14'37"	130.00'	43.66'
6	N08°33'00"E	--	195.76'
7	N46°12'36"E	--	49.00'
8	N00°04'32"E	--	30.16'
9	N89°54'32"W	--	189.91'
10	N89°54'32"W	--	239.64'
11	54°08'14"	62.50'	59.05'
12	N35°46'18"W	--	212.79'
13	N35°46'18"W	--	189.92'
14	18°50'33"	62.50'	20.55'
15	N16°55'45"W	--	138.63'
16	N16°55'45"W	--	189.98'
17	72°58'01"	137.50'	175.11'
18	N16°55'45"W	--	50.40'
19	N89°53'46"W	--	179.15'
20	N89°53'46"W	--	313.03'
21	N76°56'30"W	--	224.90'
22	N02°44'19"W	--	458.56'
23	92°47'00"	27.00'	43.72'

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SHEET 13 OF 14 SHEETS

PARCEL MAP NO. 70372

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

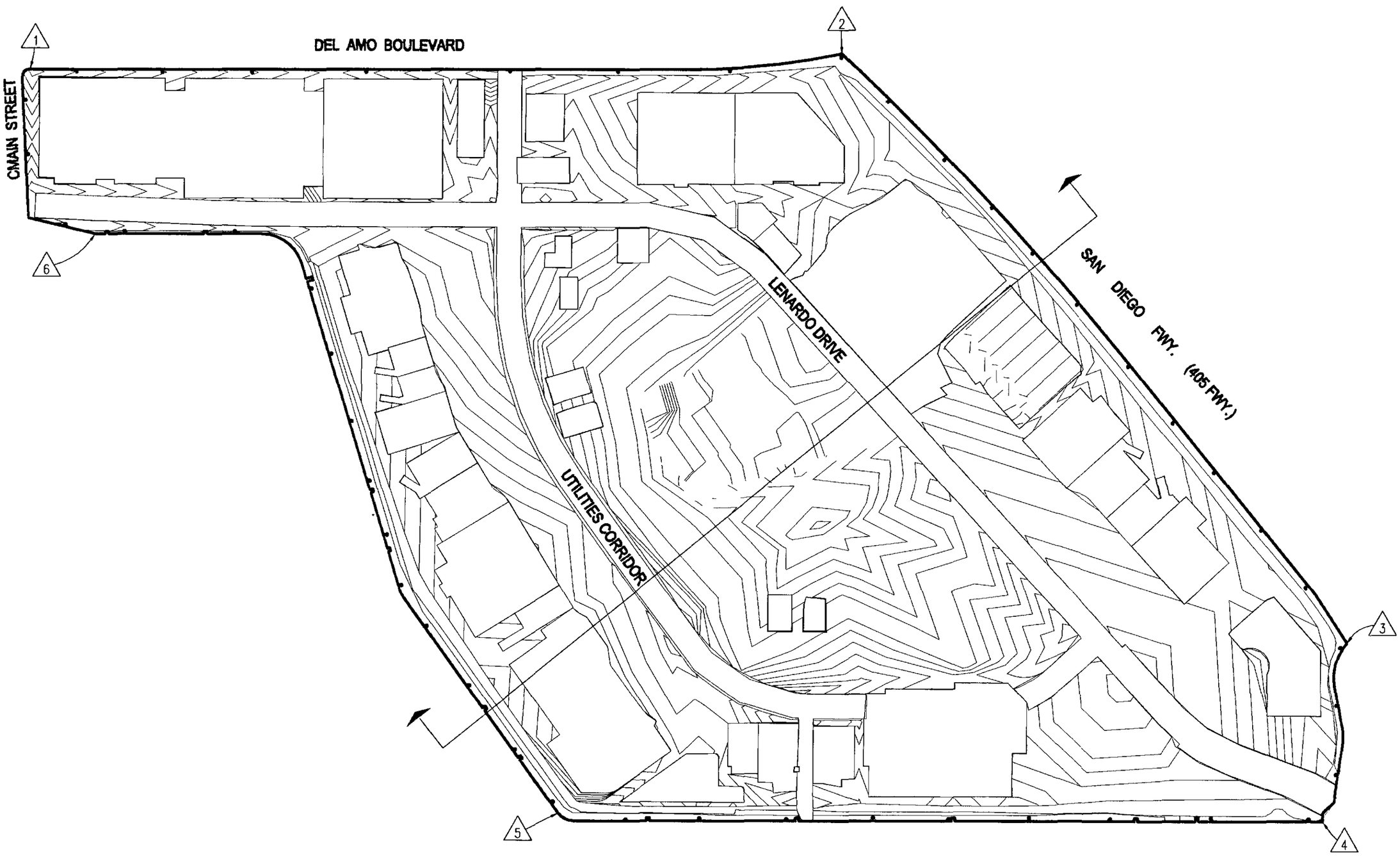
FOR INFORMATIONAL PURPOSES ONLY

LEGEND

——•——•——	INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
R1	INDICATES RECORD DATA PER TRACT NO. 42385, M.B. 1056-84-88.
SFN	INDICATES SEARCHED FOUND NOTHING.
△	SEE SHEET 12 FOR DATA

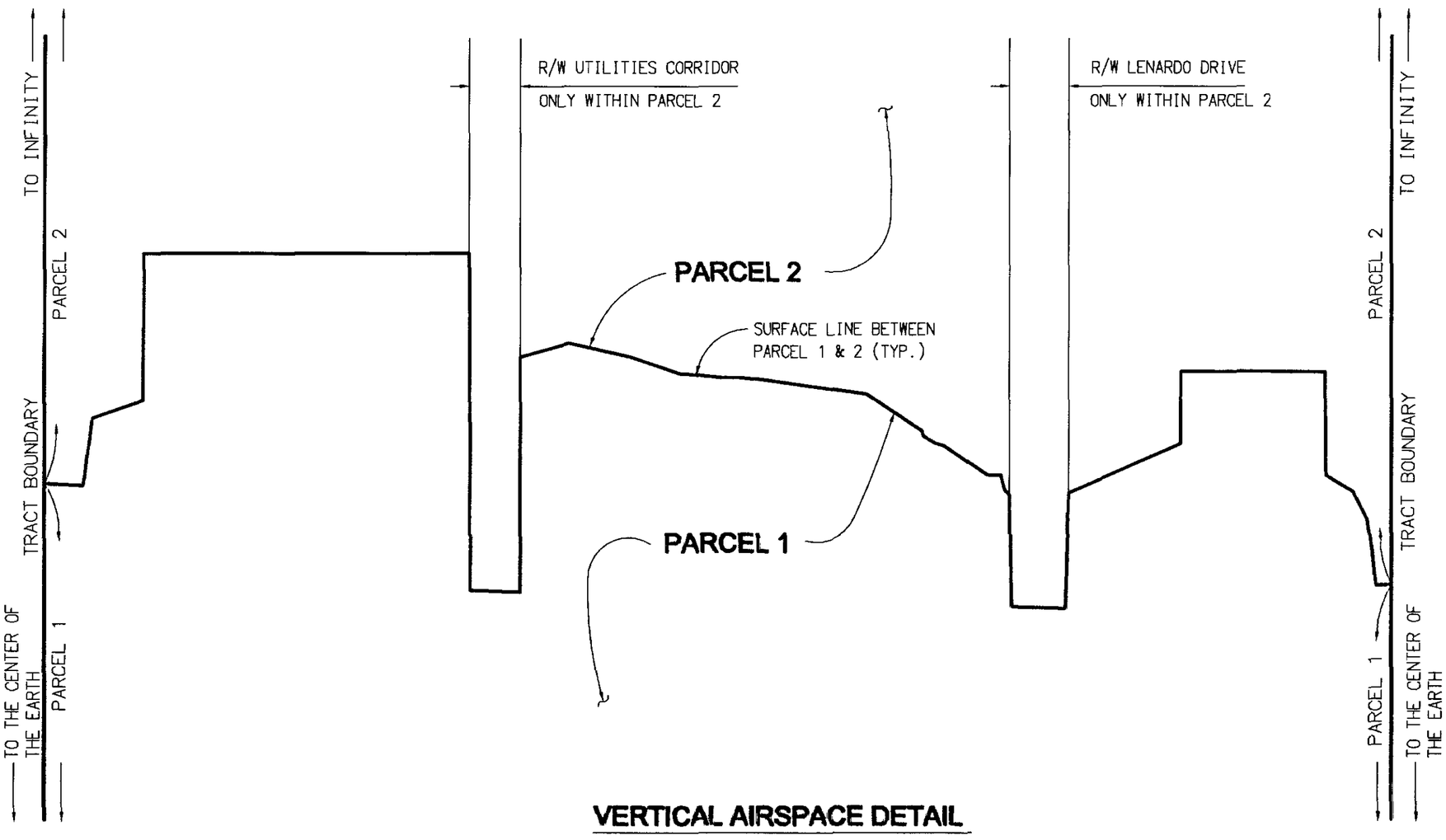
NOTE: SEE SHEET 2 FOR BASIS OF BEARINGS, BASIS OF COORDINATES, BENCH MARK & MONUMENT NOTES.

SEE SHEETS 7 THROUGH 14 FOR VERTICAL LIMITS OF EACH PARCEL



TERRAIN PLAN VIEW

NOT TO SCALE



VERTICAL AIRSPACE DETAIL

NOT TO SCALE

EXHIBIT C-1

Project Site Plan

[Attached]

MAIN ST
DEL AMO BLVD
LEONARDO DR
STAMPS DR
PRIVATE DRIVE
BUILDING A
BUILDING B
BUILDING C
BUILDING D
BUILDING E
BUILDING F
LEONARDO DR
WESTBOUND
VALON
VD
LANDSCAPE PLAN KEY
1 IMPROVED STREETSCAPE WITH MULTI-PURPOSE PATH AND STREET TREES PER CITY OF CARSON PUBLIC WORKS STANDARDS
2 GREENWAY PARK
3 WAREHOUSE ENTRY DRIVE
4 FIRE ACCESS ROAD
5 EXISTING PERIMETER ROAD TO REMAIN
6 PARK ENTRY DRIVE
7 PARK RETAIL AND RESTAURANTS
8 FOOD HALL PAVILIONS AND PLAZAS
9 EVENT LAWN AND BANDSHELL
10 PUBLIC PARKING
11 PARK OVERFLOW PARKING
12 COMMUNITY PEDESTRIAN BRIDGE
13 TORRANCE LATERAL STORM CHANNEL
14 VERTICAL PROJECT NAME SIGNAGE

EXHIBIT D

Project Scope of Development

Summary:

The Project proposes that the Property (referred to as PA3 under the Specific Plan) will be designated into two separate areas: PA3(a) and PA3(b). PA3(a) will contain the light industrial uses with supportive office uses and open space, and PA3(b) will contain the Carson County Mart (consisting of commercial, restaurant, and park/open space uses).

PA3(a):

In PA3(a), the Project will provide a maximum of 1,567,090 sf of light industrial development inclusive of 75,000 sf of supportive office uses. PA3(a) will also include an approximate 0.62-acre parkway space known as the "Enhanced Parkway", that would include a 20- to 50-foot-wide linear park, including shade trees and native planting, a meandering walking path, and a sidewalk along Lenardo Drive from Main Street to the western entrance to Building A in PA3(a) (shown on Exhibit C-1 attached hereto).

The light industrial uses proposed for PA3(a) by the Project will be contained in six main buildings (Buildings A–F). Buildings A, B, C, and F, totaling 788,790 sf, are anticipated to be occupied by e-commerce and fulfillment center uses, including 50,000 sf of ancillary office space. Buildings D and E, totaling 778,300sf, are planned for more traditional distribution center and parcel hub type uses, including 25,000 sf of ancillary office space. Flexibility of the use of each individual light industrial building is permitted provided any changes are sufficiently covered by the 2022 SEIR impact analysis.

The building heights of the light industrial buildings, with parapets, would range from 56 feet to a maximum of 65 feet. In addition, in conformance with the 2022 Specific Plan, buildings would be simple geometric shapes with visual interest incorporated through variation in color and materials. Such buildings would be designed using durable and high-quality materials.

Below are the specific square footages proposed for each of the buildings within PA3(a):

Proposed Project Light Industrial Uses in Planning Area 3(a)

Building	Office	Light Industrial	Mezzanine	Total
Building A	12,500 sf	162,715 sf	5,000 sf	***180,215 sf***
Building B	12,500 sf	89,500 sf	5,000 sf	***107,000 sf***
Building C	12,500 sf	260,916 sf	10,000 sf	***283,416 sf***
Building D	12,500 sf	434,170 sf	10,000 sf	***456,670 sf***
Building E	12,500 sf	284,620 sf	10,000 sf	***307,120 sf***
Building F	12,500 sf	210,169 sf	10,000 sf	***232,669 sf***
Total	***75,000 sf***	***1,442,090 sf***	***50,000 sf***	***1,567,090 sf***

PA3(b):

PA3(b) will be developed with the Carson Country Mart, encompassing approximately 11.12 acres, which shall consist of a variety of passive and active open spaces along with privately maintained, publicly accessible community-serving commercial uses (specifically described below), as well as pedestrian and bicycle pathways throughout. Commercial building heights within the Carson Country Mart will reach approximately 25 to 30 feet, with exceedances permitted for architectural features and/or mechanical equipment.

The commercial/retail and restaurant uses within the Carson Country Mart may also include alcohol sales consistent with the requirements under the 2022 Specific Plan. Public access to the Carson Country Mart will be provided along Lenardo Drive; in addition, an access road with easements for operation and maintenance of the Torrance Lateral will be provided around the southern/western boundary of the Carson Country Mart, adjacent to the Torrance Lateral.

The Carson Country Mart will include 33,800 sf of commercial/retail uses as follows: 10,000 sf single retail use catered to pets and animals, four restaurants (with drive-through capability) totaling 12,600 sf, 9,000 sf of food and beverage kiosks, and a 2,200 sf cafe adjacent to the dog park (described below). The restaurant drive through/pick-up and delivery uses within PA3(b) must cater to upscale "fast casual" type restaurant tenants as set forth in the 2022 Specific Plan, as opposed to traditional fast-food type establishments (such as McDonalds, Carl's Jr., In-N-Out, or Del Taco drive through restaurants). The Carson Country Mart will also include tables and seating areas for people to eat and drink in a social setting and green environment.

In addition, the Carson Country Mart will provide for approximately 273,906 sf (6.29 acres) of non-commercial/retail uses, consisting of programmed spaces, and open space / amenity areas that would include the following:

(i) a 6,365 sf arrival plaza,

(ii) a 26,265 sf food and beverage plaza area,

(iii) a 22,740 sf dog park,

(iv) a 3,343 sf performance pavilion,

(v) a 19,400 sf botanic garden,

(vi) a 25,400 sf children's play area,

(vii) a 19,490 sf bioretention garden,

(viii) a 1,800 sf beer garden,

(ix) a 2,990 games terrace,

(x) a 35,210 sf event lawn,

(xi) a 2,975 sf sculpture garden,

(xii) a 4,425 sf water feature and iconic element, and

(xiii) 50,774 sf of planted open spaces and 52,159 sf of planted buffer areas on the western and southern portions of the Carson Country Mart

Separately, within the Carson Country Mart, approximately 1.59 acres would contain a pedestrian circulation system (e.g., sidewalks, public parkways, and other paths of travel), restrooms, trash and recycling areas, and a maintenance road adjacent to the Torrance Lateral Channel. Pedestrian and bicycle pathways will be provided throughout the Project Site and would connect the Carson Country Mart to the City's street bicycle system (in accordance with the City's Master Plan of Bikeways, adopted in August 2013). In addition, a 570 sf arrival area would potentially be provided for a proposed pedestrian community bridge connecting the Carson Country Mart to the residential area to the southeastern portion of PA3(b), which is proposed to be redeveloped with the Imperial Avalon project and that would connect that future project with the Project Site. In addition, vehicular use areas would account for another 2.47 acres within the Carson Country Mart.

EXHIBIT E

List of Offsite Improvements

I. OFFSITE IMPROVEMENTS

Refer to the Street Plan for Lenardo and Stamps, titled County of Los Angeles Department of Public Works City of Carson Street Improvement Plan, prepared by Michael Baker International for detail.

A. **Lenardo Drive and a portion of Stamps Road**

1. Wet Utilities Necessary for Lenardo Drive Construction[1]
2. Paving, Landscaping, Street & Traffic Lights, Dry Utilities Necessary for Lenardo Dr. Construction
3. Other Contractor Costs (on Paving, Landscaping, Street & Traffic Lights, Dry Utilities Costs)[2]
4. Plan Check and Permits Fees, Governmental Fees and Assessments[3]
5. Costs for Testing and Inspection
6. Geotechnical Design & Observation, Structural Design, Civil Design, Landscape Design
7. Landfill Gas Suppression or Mitigation Operations[4]
8. Relocation/ Reconsolidation of /Waste into Landfill[5]
9. Regulatory Compliance (AQMD/DTSC/Regional Board)[6]
10. Buffer Zone: Primary Methane Barrier & Design[7]
11. Project Labor Agreement (PLA) Premium (if City-bid project)[8]

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[1] Includes water, recycled water, sewer, and storm drain.

[2] Either (1) Subcontractor Default Insurance (SDI) at 1.35% of these costs, Contractor's fee and Contractor's contingency or (2) traditional bonding at approx. 2% of the costs

[3] These also include utility company design and approval.

[4] Note: Environmental Contractor(s) would perform Health & Safety work including methane suppression during intrusive activities.

[5] This assumes that there may be a small amount of waste along the edge of the roadway that would need to be relocated on site by Environmental Contractor(s).

[6] Includes AQMD and DTSC oversight as well as SWPPP compliance.

[7] If Lenardo Dr. construction proceeds before Cell 1 or Cell 2 work is completed, it is likely a buffer zone would need to be designed and installed as part of the street construction project.

[8] City of Carson has entered a Project Labor Agreement with regional trade unions. If this is a City project, would need to bid it as a PLA project.

12. Project Management and Soft Cost Contingency
13. Payment Bond[9]

B. **Other Offsite Improvements / Costs**

1. Installation of Landfill Gas System in Lenardo Dr.[10]
2. City Personnel costs, legal fees and costs, and associated administrative costs

Contractor / General Contractor insurance costs (including GL and Builders Risk)

[9] Public Works projects require a payment bond, which becomes a project cost.

[10] There are 13 GCCS vaults and associated gas collection lines that are located in Lenardo and would need to be installed at the time the street is constructed. This is not directly a street cost, but overall a remedial system cost.

EXHIBIT F

2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features

[Attached]

II. MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been prepared in accordance with Public Resources Code Section 21081.6 and CEQA Guidelines Section 15091(d), which require a public agency to adopt a program for monitoring or reporting on the changes it has required in the project or conditions of approval to substantially lessen significant environmental effects. Specifically, Public Resources Code Section 21081.6 states: "… the [lead] agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment … The … program … shall be designed to ensure compliance during project implementation." The City of Carson, specifically the Planning Division of the Community Development Department, is the Lead Agency for the 2021 Project.

The intent of the MMRP is to (1) verify satisfaction of the required mitigation measures of the MMRP; (2) provide a methodology to document implementation of the required mitigation; (3) provide a record of the Monitoring Program; (4) identify monitoring responsibility; and (5) establish administrative procedures for the clearance of mitigation measures.

The MMRP, which is provided by **Table II-1**, lists each mitigation measure and project design feature (PDF) contained in the 2021 Draft SEIR organized by topic (e.g., aesthetics, air quality, biological resources). Mitigation measures are listed first, with PDFs, which will carry the same implementation and enforceability requirements as mitigation measures, following the mitigation measures. In some cases, a 2018 mitigation measure is now included as a 2021 PDF due to compliance with current regulatory requirements, and that makes them part of the unmitigated modeling scenario, in which case it is noted as such in Table II-1.

For each mitigation measure and PDF, Table II-1 also provides the following:

- The planning area to which the mitigation measure or PDF applies;
- The phase of the 2021 Project during which the mitigation measure or PDF would be monitored (i.e., prior to issuance of a building permit, construction, or occupancy);
- The entity responsible for implementation;
- The enforcement agency (i.e., the agency with the authority to enforce the mitigation measure or PDF);
- The responsible monitoring agency (i.e., the agency to which reports involving feasibility, compliance, and implementation would be submitted); and

- A series of columns that will allow written verify of implementation of the mitigation measure or PDF.

The "Implementing Party means the party or parties responsible for implementing the mitigation measure, which may include the City, the Carson Reclamation Authority (CRA), or the applicable Applicant(s). Where the term "Applicant(s) Horizontal" is used in the MMRP, it refers to the entity responsible for construction, operation, and/or maintenance, as applicable, of the horizontal infrastructure improvements, including, for example, structural slab/foundations, piles and pile caps, underground/under-slab utilities or other infrastructure. Where the term "Applicant(s) Vertical" or is used, it refers to the developer or entity responsible for construction, operation, and/or maintenance of any above-grade or at-grade (vertical) improvements, including, for example, signage and lighting improvements, open space improvements, and buildings. In the case of building protection systems, they include both horizontal and vertical components and, as such, the Implementing Party is both "Applicant(s) Horizontal" and "Applicant(s) Vertical."

Under the heading "Enforcement Agency" in the table below, the City of Carson Department of Community Development, Planning Division refers to the Director or his/her designee.

With respect to PA2, CAM-Carson LLC has vested rights to a project proposal that was approved for development by the City (following certification of the 2018 Final SEIR) pursuant to a Development Agreement between the City and CAM-Carson LLC, dated September 6, 2018; therefore, if CAM-Carson LLC pursues its project proposal, the compliance requirements for PA2 would be limited to those mitigation measures that were identified in the certified 2018 Final SEIR.

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
I. Aesthetics											
Mitigation Measure B-1: The buildings in PA3 at the western boundary of the Project Site (i.e., Buildings A and D) shall maintain a 70-foot setback from the property line adjacent to the Torrance Lateral. The minimum setback for all buildings greater than 60 feet in height along the Torrance Lateral, adjacent to residential uses, shall be 250 feet.			•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure B-2: The distribution, placement, and orientation of signs along the I-405 Freeway shall be in substantial compliance with the signage concepts and in compliance with the sign standards in the 2021 Specific Plan Amendment.		•	•	•	Prior to issuance of a building permit for PA2 (for building/wall mounted signage During administrative review for freeway pylon signs	Applicant(s) Vertical; and City, CRA, and applicable sign owner (for freeway pylon signs)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure B-3a: 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 proposed modified Project sign luminance shall be reduced to less than 300 cd/m^2 at night.	•	•	•	•	Prior to issuance of a building permit for PA1, PA2, and PA3 During administrative review for freeway pylon signs	Applicant(s) Vertical; City, CRA, and applicable sign owner (for freeway pylon signs)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure B-3b: If any portion of the illuminated surface of the sign is visible from a residential use within 1,000 feet of said sign, sign area and/or sign luminance shall be limited so that the light trespass illuminance is less than 0.74 foot-candle at said residential property line.	•	•	•	•	Prior to issuance of a building permit for PA1, PA2, and PA3 During administrative review for freeway pylon signs	Applicant(s) Vertical; City, CRA, and applicable sign owner (for freeway pylon signs)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure B-4: All Project development shall undergo site plan review by the Community Development Director (or a designee) to ensure that the following design measures have been implemented: • **Landscaping.** All Landscaping shall be consistent with a plant palette of native trees, shrubs, and groundcovers that shall add uniformity to the Project Site. Plants shall be selected to support and	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
complement the themes of the various Project components. Specially themed landscaping treatments shall occur at key locations (e.g., freeway edge and channel slope). Of more detailed note: (1) continuous shrub and ground cover plantings shall be provided in the medians and edges of internal streets with vertical landscape and/or sculptural hardscape elements on average every 50 feet along the edges; (2) a minimum of 5% landscape coverage shall be provided in parking lots, including landscaping adjacent to edges of parking fields; and (3) 50% landscape coverage of visible concrete surfaces shall be provided on the edges of parking structures adjacent and visible to residences, not inclusive of commercial over podium.											
• **Buildings.** Buildings shall include the following design features: varied and articulated building façades, with a variety of architectural accent materials for exterior treatment at visually accessible locations.											
• **Accessory Facilities and Walls.** Wall facades shall be varied and articulated. Accessory facilities such as trash bins, storage areas, etc., shall be covered and screened as set forth in the 2021 Specific Plan Amendment.											
• **Lighting.** Lighting shall be limited in intensity, light control methods, and pole heights, so as to be directed on site, and not interfere with off-site activities.											
• **Signage.** A comprehensive sign program shall be prepared for each Planning Area that provides the											

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
final design, size, location, and illuminance of signage within a Planning Area. As part of the application submittal for the comprehensive sign program, if necessary, a technical lighting study shall be prepared to ensure that the proposed signs comply with Mitigation Measures B-3a and B-3b regarding illuminance, and that no spillover or adverse effects to adjacent residential uses shall occur.											
2021 SEIR PDF-A1: Sign lighting luminance shall not exceed 500 candelas per square meter (cd/m^2) at night from 45 minutes after sunset until 45 minutes prior to sunrise, and 10,000 cd/m^2 during day-time hours from 45 minutes after sunrise until 45 minutes prior to sunset.	•	•	•		Prior to issuance of a building permit/Pre-Construction; 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			
2021 SEIR PDF-A2: Sign lighting where sign illumination has the potential to exceed 500 cd/m^2 will include an electronic control mechanism to reduce sign luminance to 500 cd/m^2 at any time when ambient sunlight is less than 100 foot-candles (fc).	•	•	•		Prior to issuance of a building permit/Pre-Construction; Prior to issuance of a certificate of occupancy	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-A3: Sign owners and/or Applicants shall submit documentation for the City's review and approval verifying the luminance of applicable signage and confirm that the electronic control mechanism is functioning so as to achieve the necessary transition of luminance as required by 2021 SEIR PDF-A1 and PDF-A2 on an annual basis, or as otherwise required by the Community Development Director (or a designee). If the City determines based on the review of the documentation that adjustments are necessary, the sign owners and/or Applicants responsible for the signage shall make the adjustments to the satisfaction of the City.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Sign owner and/or Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-A4: On PA3, vegetation and tree canopy along project perimeter near offsite residents adjacent to project area shall be improved and maintained. Trees should be selected by a registered arborist as appropriate for the location. Tree canopy coverage along the perimeter shall have a width of at least 20 feet with continuous unbroken coverage within 5 years subject to any limitations posed by the underlying geotechnical conditions or the specimen requirements, or other limitations, in the Specific Plan.			•		At plan check/Pre-construction; Prior to issuance of a certificate of occupancy for PA3(a)/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
III. Air Quality											
Mitigation Measure G-1: SCAQMD Rule 403 requirements are regulations that are part of the unmitigated modeling scenario; therefore, this mitigation measure is now 2021 SEIR PDF-C3. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure G-2: All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications. Maintenance records and data sheets, including design specifications and emissions control tier classification shall be maintained on site and furnished to the lead agency or regulatory agencies upon request. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD, City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-3: General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. During construction, trucks and vehicles in loading and unloading queues would turn their engines off, when not in use, to reduce vehicle emissions. Construction emissions should be phased and scheduled to avoid emissions peaks and discontinued during second-stage smog alerts.	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-4: This measure was replaced by 2021 SEIR PDF-C4 as it is a quantified part of the unmitigated modeling scenario. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure G-5: This measure was replaced by 2021 SEIR PDF-C5 as it is a quantified part of the unmitigated modeling scenario. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure G-6: This measure was replaced by 2021 SEIR PDF-C1 requiring some Tier 4 and zero-emissions construction equipment. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure G-7: To reduce VOC emissions associated with construction activities, painting within each of the Planning Areas would not overlap and would also use low-VOC paints pursuant to SCAQMD Rule 1113. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-8: Each Applicant shall comply with SCAQMD Rule 402 to reduce potential nuisance impacts due to odors from construction activities. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-9: All construction vehicle tires shall be washed at the time these vehicles exit the Project Site, or use vehicle tracking pad per approved SWPPP. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-10: All fill material carried by haul trucks shall be covered by a tarp or other means.	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure G-11: Any intensive dust-generating activity such as grinding concrete shall be controlled to the greatest extent feasible. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-12: Each Applicant shall provide documentation to the City indicating both on- and off-site air-borne risks associated with construction have been evaluated to the satisfaction of DTSC (in accordance with all DTSC requirements/regulations), and at a minimum, perimeter air monitoring shall be completed for dust, particulates, and constituents determined to be Constituents of Concern (COCs). (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-13: All point source facilities shall obtain all required permits from SCAQMD. The issuance of these permits by SCAQMD shall require the operators of these facilities to implement Best Available Control Technology and other required measures that reduce emissions of criterial air pollutants.	•	•	•		Prior to the issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-14: This measure was combined with a 2018 SEIR PDF; refer to 2021 SEIR PDF-O3. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure G-15: This measure was replaced by 2021 SEIR PDF-O7 as it is an updated regulatory requirement modeled as part of the unmitigated scenario. PA1 and PA3 would be required to comply with the 2019 Title 24 Energy Efficiency Standards whereas PA2 would still be held to the CALGreen standards at the time of the issuance of the building permit. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure G-16: All fixtures used for lighting of exterior common areas shall be regulated by automatic devices to turn off lights when they are not needed, but a minimum level of lighting should be provided for safety.	•	•	•		Prior to the 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 G-17: Building materials shall comply with all applicable SCAQMD rules and regulations. The 2021 Project shall incorporate the use of low-VOC architectural coating pursuant to SCAQMD Rule 1113 for repainting and maintenance/touch-up of the non-residential buildings and residential buildings for all common/non-living space/outdoor areas. (Applicable to PA1, PA2, and PA3.)	•	•	•		Ongoing during Operation	Applicant(s) Vertical	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-18: Each Applicant shall, to the extent feasible, schedule deliveries during off-peak traffic periods to encourage the reduction of trips during the most congested periods. (Applicable to PA1, PA2, and PA3.)	•	•	•		Ongoing during Construction/ Ongoing during Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure G-19: Each Applicant shall coordinate with the MTA and the City of Carson and Los Angeles Department of Transportation to provide information with regard to local bus and rail services. (Applicable to PA1, PA2, and PA3.)	•	•	•		Ongoing during 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 G-20: During site plan review, consideration shall be given regarding the provision of safe and convenient access to bus stops and public transportation facilities.	•	•	•		Site Plan Review/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure G-21: Each Applicant shall pay a fair-share contribution for a low-emissions shuttle service between the Project Site and other major activity centers within the 2021 Project vicinity (i.e., the Metro Rail Blue Line station at Del Amo Boulevard and Santa Fe Avenue and the Carson Transfer Station at the South Bay Pavilion). (Applicable to PA1, PA2, and PA3(b). Not applicable to PA3(a) as it is an industrial land use.)	•	•	• (PA 3(b))		Prior to Certificate of Occupancy/ 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 G-22: This measure is included as part of 2021 SEIR PDF-O5. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure G-23: This measure is included as part of 2021 SEIR PDF-O5. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure G-24: This measure is included as part of 2021 SEIR PDF-O5. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure G-25: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure G-26: Mitigation Measure G-26 is removed as the revisions to Mitigation Measure G-7 incorporates schedule changes and low-VOC content coating use. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure G-27: The on-site residential units shall not contain any hearths, either wood burning, natural gas, or propane. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical (Residential only)	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 G-28: This measure is replaced by 2021 SEIR PDF-O6 as it is part of the unmitigated scenario. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure G-29: The 2021 Project shall designate at least 8 percent of all commercial parking spaces for priority parking for carpool/vanpool and/or clean air vehicles and comply with California Green Building Standards Code (CALGreen). (Applicable to PA2.)		•			Prior to issuance of building permit/Pre-Construction; Prior to issuance of Certificate of Occupancy/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-C1: Mobile off-road construction equipment (wheeled or tracked) and all diesel-fueled off-road construction equipment used during construction of the 2021 Project shall meet the USEPA Tier 4 final standards, either as original equipment or equipment retrofitted to meet the Tier 4 final standards. In the event of specialized equipment use where Tier 4 equipment is not commercially available at the time of construction, then the equipment shall, at a minimum, meet the Tier 3 standard. Zero-emissions construction equipment shall be incorporated when commercially available at no more than a 30 percent price differential compared to non-zero-emissions equipment. For purposes of this project design feature, "commercially available" is defined as equipment built by the original manufacturer and available for lease or hire within 20 miles of the City of Carson and available in a similar timeframe to fossil-fueled options. If Tier 4 Final engine equipment or zero-emissions equipment is not commercially available, the contractor must show proof	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Planning Division			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
that the equipment is not commercially available by providing letters from at least two independent rental companies, each of which must own or operate a construction equipment fleet with total maximum horsepower of greater than 2,500 horsepower, for each piece of off-road equipment where the Tier 4 Final engine or zero-emissions equipment is not available. This requirement shall be incorporated into applicable bid documents, purchase orders, and contracts with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities. A copy of each unit's certified tier specification or model year specification shall be available upon request at the time of mobilization of each applicable unit of equipment. (Modified from a 2018 SEIR PDF) (Applicable to PA1, PA2, and PA3.)											
2021 SEIR PDF-C2: Limiting excavations to avoid exposing landfill contents. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
2021 SEIR PDF-C3: General contractors shall implement a fugitive dust control program pursuant to the provisions of SCAQMD Rule 403. Grading in PA1 and PA3 shall be prohibited on days when the SCAQMD Air Quality Index Forecast exceeds 100 for particulates or ozone for the Project Site. (Modified from 2018 SEIR Mitigation Measure G-1) (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Planning Division			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-C4: Electric hook-ups to the power grid or battery power shall be used rather than temporary diesel- or gasoline-powered generators for electric construction tools, such as saws, drills, and compressors, whenever feasible. For PA3 and PA1, mobile off-road construction equipment of less than 50 horsepower shall be electric. including: air compressors, concrete/industrial saws, welders and plate compactors. Mobile off-road construction equipment with a power rating of 19 kilowatts or less shall be battery powered. If generators need to be used to reach remote portions of the site, non-diesel generators shall be used. (Modified from 2018 SEIR Mitigation Measure G-4) (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
2021 SEIR PDF-C5: All construction vehicles shall be prohibited from idling in excess of 5 minutes per occurrence and location, both on and off site. (Applicable to PA2.) All construction vehicles shall be prohibited from idling in excess of 2 minutes per occurrence and location, both on and off site. Individual pieces of diesel-powered off-road diesel equipment shall be prohibited from being in the "on" position for more than 10 hours per day. (Modified from 2018 SEIR Mitigation Measure G-5) (Applicable to PA1 and PA3.)	•	•	•		Prior to the issuance of a grading permit/ Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-C6: All fleet-contracted on-road heavy-duty haul trucks used for remediation and construction hauling activities shall be model year 2014 or newer if diesel fueled. The requirement for the use of 2014 or newer vehicles does not apply to delivery trucks or other non-contracted fleets. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
2021 SEIR PDF-C7: Contractors shall conduct routine inspections (at least once per calendar week during active construction) to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts. Inspection reports shall be maintained on site throughout the construction period. (Applicable to PA1, PA2, and PA3.)	•	•	•		Ongoing during Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
2021 SEIR PDF-C8: 2021 Project contractors shall provide information on transit and ride sharing programs and services to construction employees. As can be safely accommodated (at the sole discretion of the construction Site Supervisor), provide for meal options on site, or shuttle buses between the site and nearby meal destinations for use by construction contractors. (Applicable to PA1, PA2, and PA3.)	•	•	•		Ongoing during 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, Building and Safety Division			
2021 SEIR PDF-C9: During construction, the amount of daily grading disturbance area shall be limited to 10 acres (excluding remediation activities). (Applicable to PA3.)			•		Ongoing during Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Building and Safety Division			

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-O1: The 2021 Project would include an impervious barrier to control odiferous and air toxic emissions in compliance with the approved RAP. (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the issuance of a building permit/Pre-Construction; Prior to issuance of a certificate of occupancy/ Post-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			
2021 SEIR PDF-O2: All stationary-source emissions sources (e.g., landfill gas flares, emergency generator) would utilize Best Available Control Technology (BACT) to meet SCAQMD requirements, and would maintain appropriate SCAQMD permits.) (Applicable to PA1, PA2, and PA3.)	•	•	•		Ongoing during operation/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O3: Land uses within the Project Site shall not allow for high levels of potential (i) toxic contaminants or (ii) odors. All TAC sources shall be permitted through SCAQMD as appropriate. (Modified from a 2018 SEIR PDF and 2018 SEIR Mitigation Measure G-14) (Applicable to PA1, PA2, and PA3.)	•	•	•		Site Plan Review/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O4: All residential and non-residential buildings shall meet or exceed the more stringent of the 2019 California Title 24 Efficiency standards or others adopted by the City. (Modified from 2018 SEIR Mitigation Measure G-15) (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to the 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			

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-O5: The Applicant(s) of each planning area within the Project Site shall implement the following trip demand measures:											
a) Provide bicycle racks located at convenient locations throughout the 2021 Project. (Modified from 2018 SEIR Mitigation Measure G-22) (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to Certificate of Occupancy/ 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			
b) Provide bicycle paths along the main routes throughout the Project Site consistent with the 2021 Specific Plan Amendment. (Modified from 2018 SEIR Mitigation Measure G-23) (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning and Traffic Engineering Divisions	City of Carson Department of Community Development, Planning and Traffic Engineering Divisions			
c) Provide convenient pedestrian access throughout the Project Site. (Modified from 2018 SEIR Mitigation Measure G-24) (Applicable to PA1, PA2, and PA3.)	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
d) Provide on-site shower facilities for use by all employees bicycling/walking to work. (Applicable to the light industrial uses in PA3(a).)			• (PA 3(a))		At plan check/Pre-Construction; Prior to issuance of a certificate of	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			

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
					occupancy for PA3(a)						
e) Light industrial tenants shall provide preferential parking for employees using vehicles displaying valid "clean air vehicle" decals issued by the California Department of Motor Vehicles. Percentage of parking to be allotted by facility shall be governed by City or CALGreen standards. (Applicable to the light industrial uses in PA3(a).)			• (PA 3(a))		Prior to issuance of a certificate of occupancy for PA3(a)/ Post-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			
f) Each light industrial tenant within PA3(a) shall be responsible for having a designated coordinator to oversee a carpool match or other ride-share program for the facility. The programs for all tenants shall be interlinked to provide expanded resources for ride-share/carpool opportunities. (Applicable to the light industrial uses in PA3(a).)			• (PA 3(a))		Ongoing during operation of PA3(a)/Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O6: The 2021 Project shall incorporate outdoor electrical outlets such that 10 percent of outdoor landscaping equipment can be electrically powered. (2018 SEIR Mitigation Measure G-28) (Applicable to PA1, PA2, and PA3.)	•	•	•		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			

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-O7: Electric vehicle charging stations shall be provided as follows:											
a) The Applicant of PA1 shall provide passenger vehicle charging stations for a minimum of 6 percent parking spaces (169 spaces). Compliance shall be in accordance with CALGreen Code applicable at the time building permits are issued. (Applicable to PA1.)	•				At plan check/Pre-Construction; Prior to issuance of a certificate of occupancy for PA1/Post-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			
b) The Applicant of PA3 shall provide passenger vehicle charging stations for a minimum of 10 percent parking spaces (82 spaces). Compliance shall be in accordance with CALGreen Code applicable at the time building permits are issued. (Applicable to PA3.)			•		At plan check/Pre-Construction; Prior to issuance of a certificate of occupancy for PA3/Post-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			
c) Each of the Applicant(s) of PA1 and PA3 shall install Level 2 or better electric vehicle charging stations for a combined total of 325 spaces on site between the beginning of construction and December 2039 (the 325 spaces are in addition to the CALGreen Code requirement of 169 spaces in PA1 and 82 spaces in PA3). If on-site charging stations cannot be accommodated, charging stations may be distributed throughout the city. The 325 electrovoltaic (EV) supplied spaces will be provided for passenger and	•		•		At plan check/Pre-Construction; Prior to issuance of a certificate of occupancy for PA1 and PA2/Post-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			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
light-duty vehicles. Level 4 EV charging for trucks can be substituted at 0.11 truck spaces for every passenger vehicle space in PA3. Passenger and light-duty vehicle and truck charging requirements can be satisfied on or off site; however, on-site charging will be prioritized. (Applicable to PA1 and PA3.)											
d) Provide infrastructure, as the parking area is developed, to support the energy load for electric truck vehicle charging. Truck charging infrastructure shall be designed to support a minimum of 25 percent of the truck parking spaces for each of the light industrial use in PA3(a). (Applicable to the uses in PA3(a).)			• (PA 3(a))		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
e) Meet CALGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking. (Applicable to the light industrial uses in PA3.)			•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O8: All on-site equipment, such as forklifts and yard trucks shall be electric with the necessary electrical infrastructure and charging stations provided. (Applicable to PA3.)			•		Ongoing during operation/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-O9: When not in use all truck engines shall be turned off. Idling will be limited to 2 minutes or less per occurrence and location for PA3. Idling and operation restrictions shall be posted for view from both on-site and off-site personnel. Appropriate signage shall identify idling restrictions and contact information to report violations to CARB and SCAQMD within PA3. Idling restrictions of 5 minutes or less per occurrence and location are applicable to PA1 and PA2. (Applicable to PA1, PA2, and PA3.)	•	•	•		Ongoing during operation/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O10: All dock doors shall be equipped with electric plugs for electric transportation refrigeration units (TRUs). All TRUs operating on site would be required to be electric (no diesel-powered TRUs permitted at all in PA3(a)) and certification and maintenance records shall be maintained for all TRUs. (Applicable to the light industrial uses in PA3(a).)			• (PA 3(a))		At plan check/Pre-Construction; Prior to issuance of a certificate of occupancy for PA3(a)/ Post-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			
2021 SEIR PDF-O11: To the extent feasible and permitted by local codes and regulations, all emergency-standby generators shall be non-diesel. If diesel generators are required, generators will conform to EPA Tier 4 emissions standards. (Applicable to the light industrial uses in PA3(a).)			• (PA 3(a))		At plan check/Pre-Construction; Prior to issuance of a certificate of occupancy for PA3(a)/ Post-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			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-O12: Restrict queuing on public streets where there are sensitive air quality receptors (e.g., residential or recreation related uses). Tenants shall train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks. Staff in charge of keeping vehicle records shall be trained in diesel technologies and compliance with CARB regulations by attending CARB-approved courses as well as maintaining on-site records demonstrating compliance. (Applicable to uses in PA3(a).)			• (PA 3(a))		Prior to PA3(a) tenant occupation/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O13: As applicable, tenants shall be required to enroll in U.S. EPA's SmartWay program and shall use carriers that are SmartWay carriers. (Applicable to the uses in PA3(a).)			• (PA 3(a))		Prior to PA3(a) tenant occupation/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O14: Tenants shall be provided with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets. (Applicable to the uses in PA3(a).)			• (PA 3(a))		Prior to PA3(a) tenant occupation/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-O15: All light industrial buildings shall implement a combination of sky lights and solar photovoltaic (PV) infrastructure such that a minimum of 25 percent of the rooftops will include solar PV arrays at buildout. In addition, 25 percent of the rooftops not otherwise covered with solar shall be structurally designed and installed to accommodate solar in the future. (Applicable to uses in PA3(a).)			• (PA 3(a))		Prior to issuance of building permits/Pre-Construction; Prior to issuance of a certificate of occupancy for PA3(a)/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O16: For the uses within PA3(a), leasing preference shall be given to prospective tenants with facility-owned and operated fleet that is alternative/ zero-emissions. At a minimum, warehouse tenants/owners and/or operators shall ensure that all truck fleets accessing the 2021 Project's light industrial uses shall meet or exceed the 2014 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Light Industrial tenants shall ensure that of all trucks of model year 2021 and newer 75 percent will be zero- or near-zero-emissions vehicles by 2035, and 100 percent zero- or near-zero-emissions vehicles by 2040. Facility operators shall maintain records on site demonstrating compliance with this requirement and shall make records available to inspection by local jurisdiction, air districts, and the State upon request. (Applicable to the uses in PA3(a).)			• (PA 3(a))		Prior to issuance of a certificate of occupancy for PA3(a)/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-O17: For the uses within PA3(a), building structures, walls or vegetation between the dock doors/truck loading areas and any sensitive receptors located within 1,000 feet of the loading areas shall be installed. (Applicable to the light industrial uses in PA3(a).)			• (PA 3(a))		Prior to issuance of building permits/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O18: For the uses within PA3(a), the following signage shall be posted:											
a) Both interior- and exterior-facing signs shall be posted, including signs directed at all dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, SCAQMD, and the building manager. (Applicable to PA3(a).)			• (PA 3(a))		Prior to issuance of a certificate of occupancy for PA3(a)/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
b) Signage shall be posted that clearly identifies the designated entry and exit points from the public street for trucks and service vehicles in order to minimize entrances directly adjacent to sensitive receptors. (Applicable to PA3(a).)			• (PA 3(a))		Prior to issuance of a certificate of occupancy for PA3(a)/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
c) Signage shall be posted indicating that all parking and maintenance of trucks must be within designated on-site areas and not within surrounding community or public streets. (Applicable to PA3(a).)			• (PA 3(a))		Prior to issuance of a certificate of occupancy for PA3(a)/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR PDF-O19: For the uses within PA3, cool pavement shall be used to the maximum extent feasible unless prevented by geotechnical conditions associated with the existing landfill. (Applicable to the light industrial uses in PA3.)			•		Prior to issuance of building permits/Pre-Construction; Prior to issuance of a certificate of occupancy for PA3/Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
2021 SEIR PDF-O20: For the uses within PA3(a), PA3(a) employees shall be provided dining options onsite or shuttle service shall be provided between the facility and nearby dining destinations. (Applicable to the light industrial uses in PA3(a).)			• (PA 3(a))		Ongoing during operation/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
IV. Biological Resources											
Mitigation Measure K-1. Impacts to nesting birds would be avoided in PA3 by conducting all construction activities outside of the bird nesting season (i.e., from September 15 to February 14 for most birds, from July 1 to January 1 for raptors). However, if construction activities must occur during the nesting season, the following measures shall apply: A. Prior to work during the bird nesting season (February 15 to September 15 for most birds, January 1 to June 31 for raptors), a qualified biologist shall conduct a pre-construction survey of all suitable habitat for the presence of nesting birds	•	•	•		Prior to construction during the bird nesting season/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
no more than 7 days prior to construction activities, including any ground-disturbing activities (e.g., staging, mobilization, grading), as well as prior to any vegetation removal within the Project Site. The results of the pre-construction survey shall be valid for 7 days; if vegetation removal activities do not commence within 7 days following the survey or if activities cease for more than 7 consecutive days, a new pre-construction nesting bird survey shall be conducted before construction resumes.											
B. If any active nests are found during a pre-construction nesting bird survey, a buffer of up to 300 feet for most bird species and 500 feet for raptors, or as determined appropriate by the qualified biologist (based on species-specific tolerances and site-specific conditions), shall be delineated, flagged, and avoided until the nesting cycle is complete (i.e., the qualified biologist determines that the young have fledged or the nest has failed). The qualified biologist may also recommend other measures to minimize disturbances to active nests that may include but are not limited to limiting the duration of certain activities, placing sound barriers (e.g., noise blankets), or visual barriers (e.g., straw bales), and/or providing full-time monitoring by a qualified biologist.											
C. As a provisional additional mitigation element, in case surveys identify burrowing owl as present on site, such occurrence shall be documented and CDFW shall be notified. Although it is considered highly unlikely that a pair of burrowing owls might											

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
attempt to nest on the site (due to disturbance, limited food resources, and presence of coyotes), if an active burrowing owl nest is encountered, a minimum buffer of 500 feet shall be delineated, flagged, and avoided by construction activity until the nesting cycle is complete (i.e., the qualified biologist determines that the young have fledged or the nest has failed). A qualified biologist may recommend other measures as noted in Item B, above. However, CDFW will be consulted prior to any reduction of avoidance buffers or implementation of other measures, such as passive relocation.											
VII. Geology and Soils											
Mitigation Measure E-1: In accordance with City of Carson Municipal Code, each Applicant shall comply with site-specific recommendations set forth in engineering geology and geotechnical reports prepared to the satisfaction of the City of Carson Building Official, as follows: ● The engineering geology report shall be prepared and signed by a California Certified Engineering Geologist and the geotechnical report shall be prepared and signed by a California Registered Civil Engineer experienced in the area of geotechnical engineering. Geology and geotechnical reports shall include site-specific studies and analyses for all potential geologic and/or geotechnical hazards. Geotechnical reports shall address the design of pilings, foundations, walls below grade, retaining walls, shoring, subgrade preparation for floor slab	●	●	●		Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
support, paving, earthwork methodologies, and dewatering, where applicable. ● Geology and geotechnical reports may be prepared separately or together. ● Where the studies indicate, compensating siting and design features shall be required. ● Laboratory testing of soils shall demonstrate the suitability of underlying native soils to support driven piles to the satisfaction of the City of Carson Building Official.											
Mitigation Measure E-2: Due to the classification of portions of the Project Site as a liquefaction zone, each Applicant shall demonstrate that liquefaction either (a) poses a sufficiently low hazard to satisfy the defined acceptable risk criteria, in accordance with CGS Special Bulletin 117A, or (b) implements suitable mitigation measures to effectively reduce the hazard to acceptable levels (CCR Title 14, Section 3721). The analysis of liquefaction risk shall be prepared by a registered civil engineer and shall be submitted to the satisfaction of the City building official.	●	●	●		Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure E-3: Any roads realigned from the existing configuration, or otherwise located in areas underlain by waste soils, shall comply with site-specific recommendations as set forth in engineering, geology, and geotechnical reports prepared to the satisfaction of the City of Carson building officials.	●	●	●		Prior to issuance of a grading permit/Pre-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			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
IX. Hazards and Hazardous Materials											
Mitigation Measure D-1: To the extent each Applicant desires to refine or modify requirements in the RAP, the Applicant shall provide documentation to the City indicating DTSC approval of such refinements or modifications prior to commencement of construction.	•	•	•		Prior to issuance of grading permit/Pre-Construction	Applicant(s) Horizontal	Department of Toxic Substances Control (DTSC), CRA	California Environmental Protection Agency (Cal EPA), DTSC, CRA			
Mitigation Measure D-2: Each Applicant shall provide documentation to the City indicating DTSC shall permit any proposed residential uses prior to issuance of a building permit for residential development.	•	•	•		Prior to issuance of building permit/Pre-Construction	Applicant(s) Horizontal	DTSC	Cal EPA, DTSC, CRA			
Mitigation Measure D-3: Each Applicant shall provide documentation to the City indicating that both on- and off-site risks associated with RAP construction have been evaluated to the satisfaction of the DTSC, and at a minimum, perimeter air monitoring shall be completed for dust, particulates, and constituents determined to be Constituents of Concern (COCs). Should the air monitoring indicate any violations of air quality as defined in the RAP, then construction activities causing the exceedance shall cease until modifications have been implemented to remedy the exceedances.	•	•	•		Prior to issuance of grading or building permits/Pre-Construction; Ongoing during Construction	Applicant(s) Horizontal	DTSC, CRA	Cal EPA, DTSC, CRA			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure D-4: Each Applicant shall provide to the City documentation indicating that (1) a cell-specific risk assessment has been prepared by the Applicant and approved by DTSC demonstrating that the risk of exposure for occupancy of that cell is within acceptable levels to DTSC and (2) DTSC has approved a remedial action completion report documenting that the remedial systems are properly functioning prior to issuance of a Certificate of Occupancy.	•	•	•		Prior to issuance of a Certificate of Occupancy	Applicant(s) Horizontal	DTSC, CRA	Cal EPA, DTSC, CRA			
Mitigation Measure D-5: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure D-6: Each Applicant's construction contractor shall incorporate the contingency plan recommended under the July 9, 2008, Oil/Water Well Investigation report by Arcadis into construction specifications. The contingency plan shall be physically on site during any earthwork activities and implemented in the event that a previously unknown well is encountered at the Project Site.	•	•	•		Prior to issuance of any grading, excavation, haul route, foundation, or building permits/Pre-Construction; Ongoing during 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			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
XIII. Noise											
Mitigation Measure H-1: Prior to the issuance of any grading, excavation, haul route, foundation, or building permits, each Applicant shall provide proof satisfactory to the Building and Safety and the Community Development Department that all construction documents require contractors to comply with City of Carson Municipal Code Sections 4101(i) and (j), which requires all construction and demolition activities, including pile driving, to occur between 7:00 a.m. and 8:00 p.m. Monday through Saturday and that a noise management plan for compliance and verification has been prepared by a monitor retained by the Applicant. At a minimum, the plan shall include the following requirements: 1. Noise-generating equipment operated at the Project Site shall achieve a minimum noise level reduction of 10 dBA lower than the reference noise levels used in this analysis, as listed below, to be verified by submittal of manufacturer specifications, evidence of retrofit (i.e., mufflers, intake silencers, lagging, and/or engine enclosures), or monitoring data. All equipment shall be properly maintained to ensure that no additional noise, due to worn or improperly maintained parts, would be generated.	•	•	•		Prior to issuance of any grading, excavation, haul route, foundation, or building permits/Pre-Construction; Ongoing during 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, Building and Safety Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures			Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
			PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Equipment Type	Reference Noise Level at 50 Feet (dBA L_{max})	Mitigated Noise Level at 50 Feet (dBA L_{max})											
Welder	74	64											
Forklift	75	65											
Tractor Trailer	76	66											
Paver	77	67											
Air Compressor	78	68											
Loader Concrete Mixer Trucks	79	69											
Water Trucks Rollers Trencher	80	70											
Excavators Cranes	81	71											
Dozer	82	72											
Compactor	83	73											
Scraper	84	74											
Grader	85	75											
Concrete Saw Pavement Scarifier	90	80											

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2. Pile drivers used within 1,500 feet of sensitive receptors shall be equipped with noise control techniques (e.g., use of noise attenuation shields or shrouds) having a minimum quieting factor of 10 dBA, or equivalent measures shall be used to result in a minimum reduction of 10 dBA at the source.											
3. Effective continuous temporary sound barriers (at least 8-foot-tall as measured from the grade upon which the noise-producing equipment are operating) equipped with noise blankets rated to achieve sound level reductions of at least 20 dBA shall enclose the active construction work area to block line-of-site between the construction equipment and occupied noise-sensitive receptors. In the alternative, equivalent measures may be used that will achieve sound level reductions of at least 20 dBA, or such lesser fraction thereof required to reach 65 dBA, at the boundary of occupied residential uses.											
4. Loading and staging areas must be located on site and away from the most noise-sensitive uses surrounding the site as determined by the Building and Safety and the Community Development Department.											
5. An approved haul route authorization that avoids noise-sensitive land uses to the maximum extent feasible.											
6. A construction relations officer shall be designated to serve as a liaison with residents, and a contact telephone number shall be provided to residents.											

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure H-2: A deep dynamic compaction (DDC) Pilot Program was performed in April 2008 by Tetra Tech to observe and review vibration impacts of DDC activities (2018 SEIR p. IV.H-17). Therefore, this mitigation measure has been implemented, and it is removed from this 2021 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure H-3: Continuous vibration monitoring shall be conducted on an ongoing basis during DDC and pile driving activities. All vibration levels measured by the monitors shall be logged with documentation of the measurements provided to the City. If DDC and/or pile driving vibration levels at any time exceed the 0.2 inch per second (in/s) PPV (at the residential side of Torrance Lateral) or 2.0 in/s PPV (at Development District 3 [DD3]) threshold levels, DDC and/or pile driving activity shall immediately stop, until modified construction methods are established that would reduce the vibration levels to less than the applicable threshold levels, as defined above.	•	•	•		Ongoing during Construction	Applicant(s) Horizontal	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 H-4: A construction and construction-related monitor satisfactory to the Community Development Director (or a designee) shall be retained by each Applicant to document compliance with the mitigation measures. Said Monitor's qualifications, identification, address, and telephone number shall be listed in the contracts and shall be placed in the pertinent files of the Community Development Department. The Monitor will be required	•	•	•		Prior to issuance of any grading, excavation, haul route, foundation, or building permits/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			

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
to monitor all construction and construction-related activities on the Project Site on a periodic basis; keep all written records, which shall be open for public inspection; and to file monthly reports with the City and appropriate permit granting authorities. In addition:					Ongoing during Construction						
1. Information shall be provided on a weekly basis regarding construction activities and their duration. A Construction Relations Officer shall be established and funded by the Applicant, and approved by the Community Development Director (or a designee), to act as a liaison with neighbors and residents concerning on-site construction activity. As part of this mitigation measure, the Applicant shall establish a 24-hour telephone construction hotline, which will be staffed between the hours of 8:00 a.m. and 5:00 p.m. on a Monday through Saturday basis throughout the 2021 Project's entire construction period for the purposes of answering questions and resolving disputes with adjacent property owners. The hotline number shall be posted on the Project Site.											
2. The Applicant shall require in all construction and construction-related contracts and subcontracts, provisions requiring compliance with special environmental conditions included in all relevant entitlement approval actions of the City of Carson. Such provisions shall also include retention of the power to effect prompt corrective action by the Applicant, its representative, or prime contractor, subcontractor, or operator to correct noticed noncompliance.											

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
3. During construction, loading and staging areas must be located on site and away from occupied noise-sensitive uses surrounding the Project Site as determined by the Community Development Director.											
Mitigation Measure H-5: Mitigation Measure H-5 is no longer required as daytime and nighttime impacts associated with parking lot noise have been analyzed in this 2021 SEIR, and impacts have been found to be less than significant without the incorporation of mitigation. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure H-6: All parking structures shall be located a minimum of 150 feet from an off-site residential structure use located to the south and west (across the Torrance Lateral) unless the exterior wall of the parking structure that faces the off-site residential use is a solid wall or provides acoustical louvers (or equivalent noise reduction measures).	•	•			Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure H-7: Mitigation Measure H-7 is not required as the daytime and nighttime operation, even with the inclusion of trucks on the Project Site, have been studied in this 2021 SEIR, and impacts have been found to be less than significant without the incorporation of mitigation. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure H-8: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure H-9: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure H-10: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
XV. Public Services											
Fire Protection											
Mitigation Measure I.1-1: Prior to construction, each Applicant shall submit buildings plans to the Los Angeles County Fire Department (LACoFD) for review. Based on such plan check, any additional fire safety recommendations shall be implemented to the satisfaction of the LACoFD.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	Los Angeles County Fire Department (LACoFD)	LACoFD			
Mitigation Measure I.1-2: Each Applicant shall provide adequate ingress/egress access points for emergency response to the satisfaction of the LACoFD.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure I.1-3: Each Applicant shall comply with all applicable fire code and ordinance requirements for construction, access, water mains, fire flows, and fire hydrants as required by the LACoFD.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
Mitigation Measure I.1-4: Every building shall be accessible to LACoFD apparatus by way of access roadways, with an all-weather surface of not less than the width prescribed by the LACoFD. The roadway shall extend to within 150 feet of all portions of exterior building walls when measured by an unobstructed route around the exterior of the building or as otherwise required by the LACoFD according to Los Angeles County Fire Code.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicants Vertical, as applicable	LACoFD	LACoFD			
Mitigation Measure I.1-5: Requirements for access, fire flows, and hydrants shall be addressed during the City's subdivision tentative map stage or prior to the transfer of any portion of the Project Site to the Applicant.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	LACoFD	LACoFD			
Mitigation Measure I.1-6: Fire sprinkler systems shall be installed in all residential and commercial occupancies to the satisfaction of the LACoFD.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure I.1-7: Each Applicant shall ensure that adequate water pressure is available to meet Code-required fire flow. Based on the size of the buildings, proximity of other structures, and construction type, a maximum fire flow up to 4,000 gallons per minute (gpm) at 20 pounds per square inch (psi) residual pressure for up to a four-hour duration may be required.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
Mitigation Measure I.1-8: Fire hydrant spacing shall be as required by the LACoFD according to Los Angeles County Fire Code, which is anticipated to be 300 feet and meeting the following requirements: • No portion of a lot's frontage shall be more than 200 feet via vehicular access from a properly spaced fire hydrant; • No portion of a building shall exceed 400 feet via vehicular access from a properly spaced fire hydrant; • Additional hydrants shall be required if spacing exceeds specified distances; • When a cul-de-sac depth exceeds 200 feet on a commercial street, hydrants shall be required at the corner and mid-block; • A cul-de-sac shall not be more than 500 feet in length, when serving land zoned for commercial use; and • Turning radii in a commercial zone shall not be less than 32 feet. The measurement shall be determined at the centerline of the road. A turning area shall be provided for all driveways exceeding 150 feet in length at the end of all cul-de-sacs, to the satisfaction of the LACoFD.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure I.1-9: All on-site driveways and roadways shall provide a minimum unobstructed (clear-to-sky) width of 28 feet. The on-site driveways shall be within 150 feet of all portions of the exterior walls of the first story of any building. The centerline of the access driveway shall be located parallel to, and within 30 feet of, an exterior wall on one side of the proposed structure or as otherwise required by the LACoFD according to Los Angeles County Fire Code.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			
Mitigation Measure I.1-10: All on-site driveways shall be provided as required by the LACoFD according to Los Angeles County Fire Code, which is anticipated to be a minimum unobstructed (clear-to-sky) width of 28 feet but may be increased under the following conditions: • 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.	•	•	•		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			
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			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure I.1-12: The following standards apply to the 2021 Project's residential component or as otherwise required by the LACoFD according to Los Angeles County Fire Code: ● 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.	●	●			Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical (Residential only).	LACoFD	LACoFD			
Mitigation Measure I.1-13: This measure was removed from the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure I.1-14: All access devices and gates shall meet the following requirements or as otherwise required by the LACoFD according to Los Angeles County Fire Code: ● 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	●	●	●		Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
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 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	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.	●	●	●		As needed during Construction; As needed during Operation	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Police											
Mitigation Measure I.2-1: The Applicant shall provide private security services within PA2 and PA3 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.	•	•	•		Prior to issuance of a certificate of occupancy/ Ongoing during Operation	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			
Mitigation Measure I.2-2: This 2021 SEIR deletes this mitigation measure in lieu of Mitigation Measure I.2-8, which requires the payment of an annual CFD fee to fund Sheriff's Department services, facilities, and equipment that would offset the impacts of the 2021 Project. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure I.2-3: The Applicant shall install video cameras throughout the commercial development within PA2 and PA3 with a digitally recorded feed to the substation that is also accessible via the internet at the Carson Sheriff's Station.		•	•		Prior to issuance of a certificate of occupancy/ Ongoing during Operation	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
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.		•	•		Prior to issuance of a certificate of occupancy/ Ongoing during Operation	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			
Mitigation Measure I.2-5: Each Applicant shall develop a private security plan that shall be provided to the Sheriff's Department for input on the adequacy of the private security plan and provide further recommendations, as necessary, to be incorporated into the private security plan.	•	•	•		Prior to issuance of a certificate of occupancy/ Ongoing during Operation	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 (e.g., performance pavilion) located within the Project Site shall annually notify the Sheriff's Station in advance of planned activities.		•	•		Ongoing during Operation	Applicant(s) Vertical	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 Project, including Neighborhood Watch.	•	•	•		Prior to issuance of a certificate of occupancy/ Ongoing during Operation	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure I.2-8: Applicant(s) of PA1, PA2, and PA3 shall pay an annual Citywide Community Facilities District (CFD) fee payment as part of their fair-share contribution for Sheriff department services, facilities, and equipment that is required to offset the impacts of the Project.	•	•	•		Prior to issuance of a building permit; on ongoing annually	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Parks and Recreation											
Mitigation Measure I.4-1: Residential uses of the 2021 Project shall provide park and recreation facilities that would be met through the provision of park space, on-site improvements, and/or, the payment of in-lieu Development Impact Fees (DIF).	•	•			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 2021 Project shall meet the intent of Municipal Code Sections 9128.15 and 9128.54 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			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure I.4-3: Public open space for residential uses of the 2021 Project shall be calculated on a per-unit basis: ● For PA1: – Studio and 1-Bedroom Units: a minimum of 150 sf per unit – 2-Bedroom Units: a minimum of 220 sf per unit – 3+-Bedroom Units: a minimum of 250 sf per unit – All 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			
Libraries											
Mitigation Measure I.5-1:[d] Applicants for residential uses shall pay a fair-share contribution for the improvement of library facilities that are required to offset impacts of the 2021 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			
XVII. Transportation											
Mitigation Measure C-1: A Construction Traffic Management Plan shall be developed by the contractor and approved by the City of Carson to alleviate construction period impacts, which may include but is not limited to the following measures: ● In the unlikely case that on-site truck staging areas are insufficient, provide off-site truck staging in a legal area (per the local jurisdiction's municipal code) furnished by the construction truck contractor.	●	●	●		Prior to issuance of a grading permit/Pre-Construction; during Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Anticipated truck access to the Project Site will be off Lenardo Drive and Stamps Drive. ● Schedule deliveries and pick-ups of construction materials during non-peak commute travel periods (e.g., early morning, midday) to the extent possible and coordinate to reduce the potential of trucks waiting to load or unload for protracted periods. ● As a vehicular travel lane, parking lane, bicycle lane, and/or sidewalk closures are anticipated, worksite traffic control plan(s), approved by the City of Carson, should be implemented to route vehicular traffic, bicyclists, and pedestrians around any such closures. ● Establish requirements for loading/unloading and storage of materials on the Project Site, including the locations where parking spaces would be affected, the length of time traffic travel lanes would be blocked, and sidewalk closures or pedestrian diversions to ensure the safety of the pedestrian and access to local businesses and residences. ● Ensure that access will remain unobstructed for land uses in proximity to the Project Site during project construction. ● Coordinate with the City and emergency service providers to ensure adequate access is maintained to the Project Site and neighboring businesses and residences.											

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure C-2: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-2.1: Mitigation Measure C-2.1, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-3: Mitigation Measure C-3, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-4: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-5: Mitigation Measure C-5, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-6: Mitigation Measure C-6, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
2021 SEIR Mitigation Measure C-6.1: Mitigation Measure C-6.1, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-7: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-8: Mitigation Measure C-8, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-9: Mitigation Measure C-9, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-10: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-10.1: Mitigation Measure C-10.1, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure C-11: Mitigation Measure C-11, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-12: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-13: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-14: Mitigation Measure C-14, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-15: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-16: Mitigation Measure C-16, which reduces an LOS impact, is no longer required pursuant to SB 743. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure C-17: This measure was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided here to maintain consistent numbering of the mitigation measures.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mitigation Measure C-18: The PA1, PA2, and PA3 Applicant(s) shall implement a Transportation Demand Management (TDM) Program aimed at discouraging single-occupancy vehicle trips and encouraging alternative modes of transportation, such as carpooling, taking transit, walking, and biking. The TDM Program shall be subject to review and approval prior to issuance of certificate of occupancies by the City of Carson Department of Public Works subject to the requirements specified below. Mandatory strategies in the TDM Program shall include the TDM strategies summarized below. This TDM program is estimated to reduce total VMT per service population by about 2 percent based on the trip reduction methodology described in the California Air Pollution Control Officers Association (CAPCOA) *Quantifying Greenhouse Gas Mitigation Measures* report. ● *Unbundled Parking*—Unbundling parking typically separates the cost of purchasing or renting parking spaces from the cost of the purchasing or renting a dwelling unit. Saving money on a dwelling unit by forgoing a parking space acts as an incentive that minimizes auto ownership. Similarly, paying for parking (by purchasing or leasing a space) acts as a disincentive that discourages auto ownership and trip-making. (Applicable to PA1.)	●	●	●		Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s) Vertical	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			

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Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
● *Rideshare Programs*—Rideshare programs typically include the provision of an on-site transit and rideshare information center that provides assistance to help people form carpools or access transit alternatives. Rideshare programs often also include priority parking for carpools. Rideshare programs are more commonly provided for Project Site employees but residents could also benefit from a similar program. (Applicable to PA1 and PA3.) ● *Transit Pass Discount Program*—Transit pass discount programs are typically negotiated with transit service providers to purchase transit passes in bulk and, therefore, at a discounted rate. Discounted passes are then sold to interested residents or employees, helping them to obtain price discounts through the economies of scale of bulk purchasing. Transit pass discount programs are generally provided to Project Site employees but could also be sold to residents. (Applicable to PA1 and PA3.) ● *Bicycle Parking and Bike Share Program*—The 2021 Project shall include bicycle facilities within the Project Site as well as short-term bicycle parking. The 2021 Project could provide additional complementary amenities such as long-term bicycle parking, self-service bike repair area, and potentially a bike share service among residents, employees and visitors of the Project Site. (Applicable to PA1 and PA3.) ● *Car Share Program*—A car share program is a model of car rental where people rent cars for short											

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
periods of time, often by the hour. The programs are attractive to customers who make only occasional use of a vehicle, as well as others who would like occasional access to a vehicle of a different type than they use day-to-day. (Applicable to PA1 and PA3.)											
XIX. Utilities and Service Systems											
Water Supply											
Mitigation Measure J.1-1: The Building Department and the Community Development Department 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	Applicant(s) Vertical	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 2021 Project shall comply with the City's landscape ordinance, "A Water Efficient Landscape Ordinance," as required by the State Water Conservation Landscape Act.	•	•	•		Prior to issuance of Certificate of Occupancy	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.1-3: Each Applicant shall provide reclaimed water for the 2021 Project's non-potable water needs, if feasible.	•	•	•		Prior to issuance of Certificate of Occupancy	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			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure J.1-4: Landscaping of the Project Site shall utilize xeriscape (low-maintenance, drought-resistant) plantings.	•	•	•		At site plan review/Pre-Construction; Prior to issuance of Certificate of Occupancy	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.	•	•	•		At site plan review/Pre-Construction; Prior to issuance of Certificate of Occupancy	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 2021 Project shall be designed to recycle all water used in cooling systems to the maximum extent possible.	•	•	•		At site plan review/Pre-Construction; Prior to issuance of Certificate of Occupancy	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 2021 Project for the following activities: (1) dust control, (2) soil compaction, and (3) concrete mixing.	•	•	•		Ongoing during 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			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
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			
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.	•	•	•		At site plan review/Pre-Construction; Prior to issuance of Certificate of Occupancy	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	Applicant(s) Vertical	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			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure J.2-4: When available, the 2021 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			
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			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
Mitigation Measure J.3-3: Each 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) Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
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.	•	•	•		At site plan review/Pre-Construction; Prior to issuance of Certificate of Occupancy	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Table II-1
Mitigation Monitoring and Reporting Program

Mitigation Measures	Applicable to				Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
	PA1	PA2	PA3	City of Carson					Initials	Date	Remarks
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.	•	•	•		Ongoing during 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			

SOURCE: ESA 2022.

N/A = Not Applicable

[a] *The 2018 mitigation measures have been carried forward to this 2021 Draft SEIR and are reflected herein. In some cases, the 2018 Final SEIR mitigation measures have been revised to address the potential impacts that may result from the 2021 Project. Edits to the 2018 Final SEIR mitigation measures are provided as strikethrough for removed text and double underline for added text. In addition, new mitigation measures that are proposed to reduce impacts resulting from the 2021 Project are shown entirely with double underline.*

[b] *These mitigation measures are both reflected in the 2021 Specific Plan Amendment and considered regulatory requirements.*

[c] *These mitigation measures are reflected in the 2021 Specific Plan Amendment.*

[d] *These mitigation measures are considered regulatory requirements.*

EXHIBIT G

Conditions of Approval

[Attached]

CITY OF CARSON

COMMUNITY DEVELOPMENT

PLANNING DIVISION

EXHIBIT "E"

CONDITIONS OF APPROVAL

DISTRICT AT SOUTH BAY SITE PLAN AND DESIGN REVIEW No. DOR 1877-2021

These "Conditions of Approval" shall govern the development of Planning Areas (PA) 3(a) and 3(b) of the District at South Bay Specific Plan ("Specific Plan"), located at 20400 South Main St. in the City of Carson ("Project Site"). The "Project" consists of light industrial uses within PA3(a), and separate commercial uses, together with privately maintained, publicly accessible open space and community amenity areas known as the Carson Country Mart located on PA3(b). The Project is proposed by the "Applicant" which currently consists of Carson Goose Owner, LLC which term shall include the successors and assigns of the Applicant (aka, the "Developer).

GENERAL CONDITIONS

1. The Applicant shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the City Council Resolution approving the amendment to the Specific Plan.

2. The adopted Ordinance approving the Specific Plan, including the Conditions of Approval contained herein, and the 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.

3. These Conditions of Approval shall be subject to the terms and conditions of the 2021 Specific Plan, 2022 Final Supplemental Environmental Impact Report (FSEIR), Mitigation Monitoring and Reporting Program (MMRP), Development Agreement (DA). In the event of a conflict between these Conditions of Approval and the Development Agreement the Development Agreement shall control.

4. The Applicant shall submit a complete set of electronic Construction Drawings that conform to all the Conditions of Approval to be reviewed and approved by the Planning Division prior to Building and Safety plan check submittal.

5. The Applicant shall comply with all City, county, state, and federal regulations applicable to the Project, including, without limitation. all DTSC requirements and regulations, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements.

6. The Applicant shall comply with all Mitigation Measures, Project Design Features, and Project Characteristics as described in the 2022 Final Supplemental Environmental Impact Report and MMRP.

7. The Applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission or City Council in order to comply with all the Conditions of Approval and applicable Specific Plan No. SPA 27-2021 provisions.

8. City Approvals. All approvals by City, the Carson Reclamation Authority (CRA), and the Department of Toxic Substance Control (DTSC) with respect to the Project and/or the Conditions of Approval set forth herein, unless otherwise specified, shall be by the department head of the department or agency requiring the applicable 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 the First Amended and Restated Reimbursement Agreement, between the City, the Carson Reclamation Authority, and Faring Capital, LLC, dated December 18, 2020 (as amended or modified from time to time, the "Reimbursement Agreement").

9. Reimbursement Agreement. A trust deposit account shall be established and maintained pursuant to the Reimbursement Agreement.

10. Indemnification. The Applicant, and its tenant(s), for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them ("Indemnitees") as set forth in the DA from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, "Claims") against Indemnitees with respect to the Project entitlements or approvals that are the subject of these Conditions of Approval, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the Project that is the subject of these Conditions of Approval (including, without limitation, any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act, DTSC, or other local or State Agencies, and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors' construction or operations of the Project, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements. or any of the Project entitlements or other approvals that are the subject of Conditions of the Approvals for the Specific Plan, Site Plan and Design Review and Tentative Tract Map. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors'

consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation / Claims asserted, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

SPECIAL CONDITIONS

11. Prior to the issuance of a building permit, the Applicant shall pay a fair-share contribution for any off-site improvements identified in the Project's associated Level of Service (LOS) study which identifies the following intersection improvements:

    a. Main Street & I-405 Southbound On-Ramp: Conversion of the eastbound left-turn lane to a through/left-turn lane

    b. Main Street & I-405 Northbound Off-Ramp: Conversion of the westbound through-left turn lane to a westbound through-left-right lane, and conversion of the westbound through-right lane to a westbound right turn only lane

    c. Hamilton Avenue & Del Amo Boulevard: Conversion of the northbound through-right lane to a northbound right-turn only lane

    d. Figueroa Street & Del Amo Boulevard: Addition of a second westbound through lane; Convert southbound right-turn only lane to a southbound through-right lane; Add second eastbound through lane; Add second northbound right-turn only lane

    e. Hamilton Avenue & I-110 Southbound Ramps: Conversion of the eastbound left-right turn lane to an eastbound left lane and the addition of a dedicated eastbound right turn lane and a dedicated southbound right turn only lane

    f. Figueroa Street & I-110 Northbound Ramps: Conversion of the eastbound left-right turn lane to an eastbound left lane and the addition of a dedicated eastbound right turn lane and a dedicated southbound right turn only lane

    g. Avalon Boulevard & Carson Street: Conversion of the northbound and southbound shared through-right lanes to right turn only lanes

    h. The signal on Del Amo and Hamilton shall be modified to include a left turn arrow for the west bound Del Amo to south bound Hamilton (not included in the LOS study).

Any intersection or freeway ramp over which Caltrans has jurisdiction requires coordination and detailed design review with Caltrans to determine the feasibility of the improvement. For any intersections requiring additional Right-of-Way, the Developer shall be responsible for payment of the acquisition (capped at $3,000,000.00 (Three million dollars) in total for all acquisitions), however the City is responsible to secure the

additional Right-of-Way. Subject to reimbursement from other projects that are also required to pay a fair-share contribution to the above intersection improvements including the payment for acquisition of additional right-of-way, the Applicant shall work with City and use its best efforts to ensure that as many as the above referenced intersection improvements are funded and completed prior to issuance of any Certificate of Occupancy for the industrial buildings.

12. The following street segments shall by paved with concrete on all travel lanes prior to issuance of occupancy permits. Pavement improvements shall include the entire noted intersection and exclude any Caltrans Right-of-Way. The street improvement plans shall be submitted to and approved by the City Engineer prior to issuance of any building permits:

    a. All on site roads including Stamps Road and Lenardo Street

    b. Off-site roads including:

        i. Del Amo Boulevard from Main Street to Stamps Road

        ii. Main Street from Del Amo Boulevard to Lenardo Drive

        iii. Main Street north of Del Amo Boulevard measuring approximately 240 feet in length measured from the centerline of Del Amo Boulevard

        iv. Del Amo Boulevard west of Main Street measuring approximately 320 feet in length measured from the centerline of Main Street

        v. Figueroa Street south of Del Amo Boulevard measuring approximately 840 feet in length measured from the centerline of Del Amo Boulevard. Pavement shall include the intersection of Figueroa and the I-110 Freeway ramps outside of the Caltrans Right-of-Way

13. The development of the Project may be phased as described in The District at South Bay Specific Plan FSEIR and or the Development Agreement.

14. The Carson Country Mart (within PA 3(b)) shall be owned and maintained by the Applicant (and/or its successors and assigns) and must remain publicly accessible in perpetuity with a deed restriction recorded to this effect prior to issuance of any building permits. The maintenance shall be held to high standards as determined by the Community Development Director.

15. 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 the MMRP. Prior to issuance of occupancy permits for any building in PA 3(a) or 3(b), the Applicant shall install Electric Vehicle charging stations and infrastructure for that specific PA 3 sub-area, that are consistent with the approved Site Plan, Construction Drawings for said PA and the 2022 SEIR MMRP.

16. The Applicant shall achieve certification or the equivalent of compliance with LEED green building standards of at least silver standard.

17. Prior to issuance of building permits, the Applicant shall provide Construction Drawings to the Planning Division for approval to screen all utility boxes and fire equipment as permitted by the associated agencies with jurisdiction over said utility and/or equipment including but not limited to services related to electricity, water, sewer, cable, gas, telephone, and fire. Prior to issuance of occupancy permits for any building in PA 3(a) or 3(b) the Applicant shall install the screening consistent with the approved Construction Documents for said PA.

18. The Site Plan and Design Review approval shall not be effective until such time as the City Council approves the Specific Plan, and General Plan Amendment, and the Development Agreement and said documents are legally effective.

19. The final Construction Documents shall comply with the provisions and requirements of the Development Agreement and the Specific Plan and final approved Site Plan.

20. The Project shall comply with the Artistic Feature requirements described in the Specific Plan (and otherwise set forth under the Development Agreement). The artistic feature must be constructed prior to certificate of occupancy for first building constructed within the respective parcel.

21. Drive-thru tenants within the Carson Country Mart (PA3(b)) must conform to the conditions and requirements set forth in the Specific Plan.

22. A shared parking covenant between Building F of PA 3(a) and the Carson Country Mart (PA 3(b)) shall be recorded prior to issuance of building permit for any portion of PA3.

23. Architectural design and details shall be in substantial conformance with the approved Site Plan and Design Review documents. Any alteration shall be first approved by the Planning Division consistent with any applicable Specific Plan and/or Development Agreement provisions.

24. Bike parking stalls/racks shall be shown in the Construction Drawings for PA 3(a) and PA 3(b) prior to the issuance of building permits and shall conform to the Specific Plan and Carson Municipal Code requirements.

25. Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division. Rooftop equipment and ground-mounted screening methods shall be identified in Construction Drawings and verified prior to issuance of building permit. In general, all roof mounted equipment shall be screened by the building parapets. Additional screening will be required if determined necessary.

26. Exterior building elevations showing building wall materials, roof types, exterior colors and appropriate vertical dimensions shall be included in the development Construction Drawings and shall be consistent with the approved Site Plan and Design Review documents.

27. Any light industrial buildings in PA 3(a) that are adjacent to and visible from the Carson Country Mart in PA 3(b) shall have enhanced elevations. Design, materials and colors shall be reviewed and approved by the Community Development Director prior to issuance of building permits.

28. Walls up to eight (8) feet in height shall be installed at the southern Property Line of PA 3(b), the Carson Country Mart, where residential uses are directly across the Torrance Lateral.

29. The Applicant and warehouse tenants/owners and/or operators shall ensure that all truck fleets accessing the 2021 Project's light industrial uses shall meet or exceed the 2014 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Light Industrial tenants shall ensure that of all trucks of model year 2021 and newer 75 percent will be zero- or near-zero-emissions vehicles by 2035, and 100 percent zero- or near-zero-emissions vehicles by 2040. Facility operators shall maintain records on site demonstrating compliance with this requirement and shall make records available to inspection by local jurisdiction, air districts, and the State upon request.

30. The Applicant shall send a notice of forthcoming construction activities to owners and tenants within 500 feet of the Project at least seven days prior to commencement of construction.

31. The Applicant shall ensure that the fugitive dust control program is implemented during construction. The program shall be depicted on the construction drawings/grading plans and the contractor shall be responsible for implementation.

32. The Applicant shall submit a report pursuant to the applicable provisions of the California Building Code, prepared by a licensed civil engineer designated by the applicant and approved by the City, which shall provide and include plans for a protective system or systems designated to eliminate or mitigate the potential hazards and environmental risks associated with the proposed use pursuant to Carson Municipal Code 9141.12. Otherwise, the Community Development Director can approve alternative methods to accomplish the same and to protect the health and safety issues associated with the development on a former landfill site and obtaining approval from the permitting agencies including but not limited to DTSC.

    a. The report shall require approval by the Building Official.

    b. All measures to eliminate or mitigate the hazards and environmental risks associated with the site proposed in the report approved by the Building Official shall be incorporated into the project. Such measures shall include monitoring, evaluation and control of methane gas produced by the site as the City shall determine to be necessary to protect the public health, safety or welfare with respect to the production or migration of methane gas.

c. Monitoring and regular inspections and reports by a licensed civil engineer designated by the applicant and monitored, evaluated and approved by the Building Official shall be done and filed with the City from time to time as directed by the Building Official at the applicant's cost.

33. Adequate measures shall be taken to eliminate odors during the grading operations as a result of the site being a former landfill to the satisfaction of the Community Development Director.

34. The applicant shall, at the applicant's own expense, carry public liability insurance during the existence of this permit, with a company and policy to be approved by the City Attorney, covering liability for injuries or death arising out of or in connection with the use of the site pursuant to said permit in an amount not less than $5,000,000. The City shall be named as an additional assured under such insurance policy or alternative insurance coverage as approved by the Community Development Director exceeding this requirement.

35. Hours of operation for the Light industrial areas will be generally permitted 24 hours per day. However, onsite outdoor activities and outdoor operations located in the following areas (the "Outdoor Restricted Areas") shall be restricted to 8:00 a.m. to 10:00 p.m.:

a. Areas in and around the loading docks of Buildings A and F;

b. Parking and access areas between Buildings A and D;

c. Parking and access areas between Building D and Lot 14; and

d. Parking and access areas between Lot 14 and Building F

No outdoor industrial activities or outdoor operations, including truck reverse motion alarm/beeping (other than routine ingress and egress into and around the facility) shall be permitted within the Outdoor Restricted Area between 10:00 p.m. and 8:00 a.m.

36. Hours of operation for the Carson Country Mart uses shall be limited to the hours of 7 a.m. to 11 p.m. daily.

37. The timing of the Carson Country Mart construction shall be consistent with the timing described in Development Agreement No. DA 29-2021.

SPECIFIC PLAN AMENDMENTS FOR CHANGES TO PA3(A) PARKING:

38. The following changes to PA3(a) vehicle and truck parking require a Specific Plan Amendment

a. An increase in the total number of vehicular and/or van parking spaces attributable to the warehouse/logistics based light industrial uses proposed throughout all of PA3(a) (i.e., increase in total van/vehicle parking spaces for Buildings A-F) by more than 10 percent. This limitation shall not apply

to an increase in parking stalls for any office or other non-warehouse/logistics uses proposed at PA3(a);

b. An increase in the total number of vehicular and/or van parking spaces attributable to the warehouse/logistics based light industrial uses by more than 10 percent within any individual PA3(a) building or parcel. This limitation shall not apply to an increase in parking stalls for any office or other non-warehouse/logistics uses proposed in any single PA3(a) building or parcel;

c. An increase in the in total number of truck parking stalls by more than 20% for the light industrial uses proposed throughout all of PA3(a) (i.e., total number of truck stalls for Buildings A-F).

d. An increase in the total number of truck parking stalls by more than 20% for any individual light industrial building or parcel located within PA3(a).

39. As part of an application for a Specific Plan Adjustment to change the amount of parking as described above, the applicant must include a site plan showing how the changes relate to the entire PA3(a) master planned area.

COMPLIANCE WITH CITY HAZARDOUS MATERIALS ORDINANCE

All future uses for PA3(a) shall comply with the City's Hazardous Materials Ordinance including but not limited to the following:

40. Uses involving CalARP Regulated Substances above threshold quantities shall prohibited.

41. Prior to issuance of building permits for tenant improvements, Applicant and perspective tenant(s) for PA3(a) shall file and receive approval of the City's Hazardous Materials Application which shall be approved by the Community Development Director if the following information is submitted with the application:

a. Types and quantities of CalARP or Regulated Materials used or stored;

b. Report any outstanding violations of State Unified Program regulations and status of efforts to correct same;

c. Agree to allow City inspectors to inspect at least once per year;

d. Payment of application fee to cover costs of administration.

42. Failure to update information or submit to inspections will cause permit to lapse;

43. False/fraudulent applications will be denied, and any permits issued are automatically deemed null and void;

44. If a permit lapses, permittee can apply for reinstatement two more times. Three strikes will result in the permit permanently forfeited.

Conditions of approval to ensure public use of the Private Drive within PA3(a):

45. The Applicant shall make the streetscape portion of the Private Drive available for certain limited "Public Use Activities" that include political and social advocacy and public protesting including, but not limited to, events sponsored by organized labor groups (the "Public Use Activity Area").

46. Notwithstanding the permitted Public Use Activities described above, the Applicant may prohibit certain uses of the Private Drive it deems incompatible with the Project, including, without limitation, any of the following:

    a. cooking, dispensing or preparing food;

    b. selling any item or engaging in the solicitation of money or other goods or services;

    c. parking, sleeping or remaining onsite past the hours of operation or overnight;

    d. engaging in any illegal, dangerous or other activity that is inconsistent with the uses of the Project , such as bicycle or skateboard riding or similar activity, being intoxicated, having shopping carts or other wheeled conveyances (except for wheelchairs and baby strollers/carriages); or

    e. blocking or impacting traffic within the Private Drive or preventing access by vehicles or trucks.

47. The Applicant shall retain the right to cause persons engaging in the prohibited conduct described above to be removed from the Public Use Activity Area. Should any such persons refuse to leave the Public Use Activity Area, they shall be deemed to be trespassing and be subject to arrest in accordance with applicable laws.

48. The Applicant shall be entitled to establish and post rules and regulations for use of the Public Use Activity Area. Such rules and regulations must be consistent with these conditions of approval and cannot limit the permitted use of the Public Use Activity Area which includes political and social advocacy and public protesting including, but not limited to, events sponsored by organized labor groups.

49. Nothing in these conditions of approval or in the development plan shall be deemed to mean that the Private Drive or Public Use Activity Area is a public park or is subject to legal requirements applicable to a public park or other public space. The Private Drive and Public Use Activity Area shall remain the private property of the Applicant with members of the public having only a limited license to occupy and use the space for Public Use Activities consistent with these conditions of approval.

LANDSCAPE / IRRIGATION

~~37.~~50. Landscaping shall conform to the provisions contained in the Specific Plan.

~~38.~~51. Prior to issuance of any building permit, the Applicant shall provide landscape plans to the Planning Division for approval for all areas, including the Carson Country Mart, the Light Industrial Area, open spaces, Landscape Theme Areas, Project Entries, streetscapes, parking lots and slopes. The Community Development Director may approve a phased landscape plan.

~~39.~~52. Installation, maintenance, and repair of all landscaping shall be the responsibility of the Applicant. All landscaping shall be installed prior to issuance of any occupancy permits. The Community Development Director may approve a phased installation of the landscaping.

~~40.~~53. 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 per the Specific Plan.

~~41.~~54. 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 as deemed necessary by the City Engineer. 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.

~~42.~~55. The proposed irrigation system shall include best water conservation practices.

~~43.~~56. 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.

~~44.~~57. The Project 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.

~~45.~~58. All walls shall include creeping vines shall be installed on the project side of the wall and shall be passed through the walls to the opposite side by drilling holes on wall or by other method as approved by the Planning Division.

~~46.~~59. Show corner sight line distances on the landscape plan per Engineering Department Standard Drawings.

WALLS/FENCES

~~47.~~60. 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 consistent with the requirements of the Specific Plan.

~~48.~~61. All walls in PAs 3(a) and 3(b) shall conform to those specified in the Specific Plan. The standard height of such walls is eight feet. However, due to the proximity to noise-sensitive uses, the height of certain walls associated with Buildings A, D, and F have been increased as described below:

a. Building A would include a concrete block wall up to 16-foot-high that encloses the northern (with a 10-foot-high truck access gate made of solid material such as steel) and western sides of the loading dock area. In addition, the western wall extends from the beginning of the truck drive aisle at the north to the parking area associated with Building D.

b. Building D would include a concrete block up to 14-foot-high wall enclosing the southeastern side of the loading dock with a 10-foot-high solid truck access gate.

c. Building F would include a concrete block wall up to 16-foot-high enclosing the south and southwestern sides of the loading dock area, a 10-foot-high solid truck access gate, and a 14-foot-high concrete block wall enclosing the northwestern and northern sides of the loading dock area.

d. A concrete block wall up to 16-foot-high extending from the Building F loading dock area wall to the edge of the utility lot would be provided for added noise attenuation.

~~49.~~62. All walls shall include graffiti-resistant coating.

LIGHTING

~~50.~~63. All exterior lighting and sign lighting shall be provided in compliance with the standards pursuant to the Specific Plan.

~~51.~~64. Two sets of lighting plans are to be drawn, stamped, and signed by a licensed lighting consultant and submitted and approved by the Planning Division prior to the issuance of any building permits

~~52.~~65. All lighting within the Project shall be directed on-site in such a manner as to not create a nuisance or hazard to adjacent streets and properties, which shall be subject to the approval of the Planning Division.

~~53.~~66. Prior to issuance of any building permits for lighting or sign lighting within PA3(b), a technical lighting study will be required by the Applicant to ensure that proposed lighting within the Carson Country Mart complies with both the

CALGreen requirements and the lighting/illuminance requirements contained in the Specific Plan and the MMRP contained in the FSEIR.

SIGNAGE

~~54.~~67. Prior to issuance of a building permit, the Applicant shall submit a Comprehensive Sign Program(s) for PA 3(a) and 3(b) (for each PA separately or together) that is consistent with the approved Specific Plan and Development Agreement and all applicable previously approved sign programs.

~~55.~~68. Prior to issuance of building permits, the Applicant shall provide plans to the Planning Division for approval of entry monument signage consistent with the Comprehensive Sign Program.

~~56.~~69. Prior to issuance of building permits, the Applicant shall provide plans to the Planning Division for approval of Directional/wayfinding signage consistent with the Comprehensive Sign Program.

~~57.~~70. Prior to issuance of any building permits~~.~~, a technical lighting study will be required by the project Applicant for all signs within PA3(b) to ensure that proposed signage lighting within the Carson Country Mart complies with both the CALGreen requirements and the lighting/illuminance requirements contained in the Specific Plan.

~~58.~~71. Show corner sight line distances on a site plan per Engineering Department Standard Drawings. All project freestanding signs shall comply with the sight line distance standards.

~~59.~~72. All signs shall be installed prior of issuance of occupancy permits.

PARKING

~~60.~~73. All parking areas and driveways shall remain clear. No encroachment into parking areas and/or driveways shall be permitted.

~~61.~~74. All areas used for the movement parking, loading, repair or storage of vehicles shall be paved with either:

e. Concrete or asphaltic concrete to a minimum thickness of three and one-half inches over four inches of crushed aggregate base; or

f. Other surfacing material which, in the opinion of the Director of Public Works, provides equivalent life, service and appearance.

~~62.~~75. Light industrial tenants shall provide preferential parking for employees using vehicles displaying valid “clean air vehicles” decals issued by the California Department of Motor Vehicles. Percentage of parking to be allotted by facility shall be governed by City or CALGreen standards. The Applicant shall provide passenger vehicle charging stations for a minimum of 10 percent of parking

spaces. Compliance shall be in accordance with CALGreen Code applicable at the time building permits are issued.

TRASH

~~63.~~76. Trash collection shall comply with the requirements of the City's trash hauler.

BUILDING AND SAFETY DIVISION

~~64.~~77. Submit development plans for plan check review and approval prior to issuance of permits.

~~65.~~78. Obtain all appropriate permits and an approved final inspection for the proposed Project.

ENGINEERING SERVICES DEPARTMENT - CITY OF CARSON

81. 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.

82. A construction permit is required for any work to be done in the public right-of-way.

83. The Applicant shall comply with street improvements and all other requirements included in the Development Agreement.

84. Truck Traffic Restrictions:

a) Truck access to and from Avalon Boulevard shall be prohibited. Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit any truck access to and from Avalon Boulevard (i.e., prohibition on trucks either entering or exiting the project site from Avalon Boulevard).

b) Trucks shall be prohibited from making right turns from the access driveways for the industrial buildings into Lenardo Drive with the exception of the driveway for building A. Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit trucks from making right turns from the access driveways for the industrial buildings into Lenardo Drive with the exception of the driveway for building A.

c) Trucks shall be prohibited from making right turns from Stamps to Del Amo Boulevard. Trucks shall also be prohibited from entering the site from west bound Del Amo Boulevard. Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit trucks from making right turn from Stamps to Del Amo Boulevard and from entering the site from west bound Del Amo Boulevard.

d) Trucks shall be prohibited from queuing on any public roads. Appropriate signage shall be included in the Street Improvement Plans (or other appropriate plans) intended to prohibit trucks from queuing on any public roads.

e) The aforementioned restrictions shall be added to the MMRP as Project Design Features including a requirement that all tenant leases include information about such restrictions.

85. The Applicant shall comply with all conditions and requirements imposed in connection with recordation of the Final Tract Map by the County of Los Angeles Department of Public Works, as approved by the City Engineer.

Prior to Issuance of Building Permit

86. Public Street Improvements Plans along Lenardo Drive and Stamps Drive shall (be):

a) include parkways, sidewalks, wheelchair ramps, bike lanes, landscaped medians, streetlights, etc.

b) per The District at South Bay Specific Plan.

c) per the City of Carson PW Standard Drawings.

d) submitted to and reviewed by County of Los Angeles, Department of Public Works for approval recommendations to the City Engineer.

87. Include the connection of Lenardo Drive to the existing I-405 Freeway Interchange in the Improvement Plans. Improvement Plans shall be approved by California Department of Transportation (Caltrans), if deemed necessary by the City Engineer. Prior to issuance of any building permits the developer shall prepare all necessary plans and obtain approval from the City engineer to ensure the signal at Lenardo/I-405 offramp is fully operational to accommodate the movements required by this project.

Prior to Certificate of Occupancy

88. The developer shall ensure the signal at the intersection of Lenardo Drive and the southbound I-405 offramp is operational, at the developer's expense, to the satisfaction of the City Engineer.

89. 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.

90. 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.

91. 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.

92. 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.

93. All infrastructure necessary to serve the PA3 Project (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy of any building in PA3.

PUBLIC WORKS – WATER QUALITY

Prior to Issuance of Building Permit

94. Per City of Carson ordinance 5809 and SUSMP 2009, the Applicant shall comply with all applicable Low Impact Development ("LID") requirements and shall include Best Management Practices ("BMP") necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.

95. Applicant shall complete and provide a BMP Reporting Template to City of Carson, Engineering Services Department.

96. Applicant shall provide contact information of the Qualified Storm Water Developer ("QSD") and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer ("QSP") for the Project Site.

97. Applicant shall submit digital copies of 2009 SUSMP/LID/NPDES/Grading Plans concurrently to City of Carson, Engineering Services Department and Los Angeles County Building & Safety Division.

98. Applicant shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.

Prior to Certificate of Occupancy

99. For any structural and/or treatment water quality control device installed, the 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 such covenant to identify the location and maintenance information for any structural and/or treatment control device installed.

a) The Maintenance Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk.

b) RECORDATION of the Maintenance Covenant is the responsibility of the Applicant. Provide a copy of the recorded Covenant Agreement to City Engineer prior to certificate of occupancy for any building.

100. Inspection will be conducted once a year after any portions of the Project are constructed.

FIRE DEPARTMENT

101. The proposed development for the Project shall obtain approval and comply with all Los Angeles County Fire Department requirements.

~~**DEVELOPMENT IMPACT FEE - CITY OF CARSON**~~

~~102. Interim Development Impact Fee: In accordance with Article XI (Interim Development Impact Fee Program) of the Carson Municipal Code and the current Fiscal Year 2021-2022 fees (effective July 1, 2021 through June 30, 2022) the applicant, property owner, and/or successor to whom these project entitlements are assigned ("Developer") shall be responsible for payment of a one-time development impact fee at the rate of $2.63 per square foot of industrial building constructed and $4.71 per square foot of commercial building constructed. The proposed development includes development impact fees estimated at $6,402,910.41 [1,567,090 square feet (Proposed Industrial area) X $2.63 per square foot = $4,121,446.70 and 33,800 square feet (Proposed Commercial area) x $4.71 = $159,198.00. $4,121,466.70 + $159,198.00 = $4,280,644.70. If the Project increases or decreases in size, the development impact fee amount will be adjusted accordingly at the same rate.~~

~~Final development impact fee amounts are calculated and due prior to issuance of a building permit in one lump sum installment. Fees are subject to adjustments every July 1 based on State of California Construction Cost Index (Prior March to Current March Adjustment). No building permits shall be issued prior to the full payment of the required amount.~~

CITYWIDE COMMUNITY FACILITIES DISTRICT

102. The proposed development is required to mitigate its impacts on City services. The City adopted Community Facilities District (CFD No. 2018-01) to fund the ongoing costs of City services permitted by the CFD, including the maintenance of parks, roadways, and sidewalks and other eligible impacts of the Project within the CFD (the CFD Services). The City has used this mechanism for projects wanting to join the CFD as a means to satisfy the condition to mitigate impacts on services.

In 2019, the City undertook a Fiscal Impact Analysis by NBS, dated ("FIA"). City Staff have been using this analysis generally to determine the impacts in CFD No. 2018-

01. Based on the FIA, the impacts of this project fits into the “Industrial Zone 1” category. Based on a 73.53-acre development, the current estimated annual amount for ongoing services is $2,995.17 per acre per year or $220,234.85 annually subject to annual adjustments. Prior to recordation of final tract map or permit issuance, whichever comes first, Developer shall annex into the CFD.

EXHIBIT H

Schedule of Performance

ID	Task Name	Start	Finish
1	***CARSON DISTRICT/COUNTRY MART: Schedule of Performance***	**Mon 1/10/22**	**Mon 12/1/25**
2	**Design & Permitting**	**Mon 1/10/22**	**Mon 10/27/25**
3	Carson County Mart Design and Permitting	Mon 1/10/22	Thu 1/19/23
4	Environmental Design and Permitting	Tue 1/25/22	Mon 10/27/25
5	Light Industrial Design and Permitting	Thu 8/18/22	Thu 1/19/23
6	**Improvements & Construction**	**Wed 2/1/23**	**Sat 3/1/25**
7	Horizontal and Environmental Improvements and Construction	Wed 2/1/23	Sat 2/1/25
8	Vertical Construction	Thu 1/11/24	Mon 12/1/25
9	Offsite Construction	Thu 1/11/24	Sat 3/1/25
10	**Country Mart Opening**	Sun 6/1/25	Sun 6/1/25
11	**Light Industrial Opening**	Mon 6/2/25	Mon 12/1/25

ID	Task Name	Start	Finish
1	***CARSON DISTRICT/COUNTRY MART: Schedule of Performance***	**Mon 1/10/22**	**Mon 12/1/25**
2	**Design & Permitting**	**Mon 1/10/22**	**Mon 10/27/25**
3	Carson County Mart Design and Permitting	Mon 1/10/22	Thu 1/19/23
4	Environmental Design and Permitting	Tue 1/25/22	Mon 10/27/25
5	Light Industrial Design and Permitting	Thu 8/18/22	Thu 1/19/23
6	**Improvements & Construction**	**Wed 2/1/23**	**Sat 3/1/25**
7	Horizontal and Environmental Improvements and Construction	Wed 2/1/23	Sat 2/1/25
8	Vertical Construction	Thu 1/11/24	Mon 12/1/25
9	Offsite Construction	Thu 1/11/24	Sat 3/1/25
10	**Country Mart Opening**	Sun 6/1/25	Sun 6/1/25
11	**Light Industrial Opening**	Mon 6/2/25	Mon 12/1/25

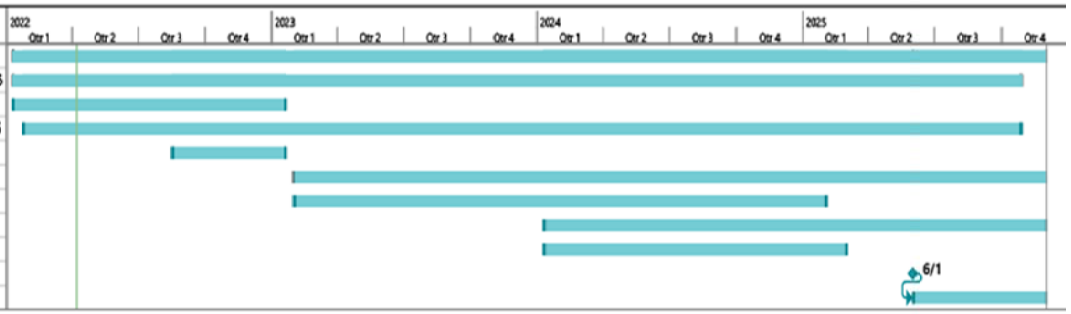


EXHIBIT I

Insurance Administration Agreement

[Attached]

[DRAFT – SUBJECT TO MODIFICATIONS UPON APPROVAL BY THE CARSON RECLAMATION AUTHORITY BOARD]]

INSURANCE ADMINISTRATION AGREEMENT

BY AND BETWEEN

CARSON RECLAMATION AUTHORITY

AND

CARSON GOOSE OWNER, LLC

DATED AS OF

_____ __, 2022

INSURANCE ADMINISTRATION AGREEMENT

This INSURANCE ADMINISTRATION AGREEMENT (this "**Agreement**") is made as of _____ __, _____ (the "**Effective Date**") by and between CARSON RECLAMATION AUTHORITY, a joint powers authority formed under the laws of the State of California ("**CRA**") and CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Developer**").

RECITALS

A. *The Property and its Environmental Conditions*

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**").

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, the Property was operated as a landfill prior to the incorporation of the City of Carson ("**City**") in 1968 and as a result, the Property has soil and groundwater contamination that requires substantial remediation in order to allow for any vertical development of the Property. On October 25, 1995, the California Department of Toxic Substances Control ("**DTSC**") approved a Remedial Action Plan ("**RAP**") for the Property, which RAP requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, gas collection and treatment system, and groundwater extraction and treatment system on the Property. In addition to the RAP, certain Consent Decrees were issued for the Property in October 1995 ("**1995 Consent Decree**") and January 2004, which were entered into by DTSC and certain responsible parties for the remediation, in order to resolve claims made regarding the resolution of the contamination issues afflicting the Property; the 1995 Consent Decree applies to the remedial obligations for the Property. In addition, the development of the Property is subject to the terms and conditions set forth in that certain document entitled Management Approach to Phased Occupancy (File No. 01215078.02), approved by DTSC in April 2018 and that certain letter regarding phased development matters, issued by DTSC to the CRA, dated October 17, 2017.

B. *CRA's Agent RE | Solutions, LLC*

WHEREAS, CRA and RE | Solutions, LLC ("**RES**") entered into that Amended and Restated Environmental Remediation and Development Management Agreement dated as of June 20, 2019 (as amended, modified or restated from time to time, the "**CRA/RES Management Agreement**") pursuant to which RES was appointed as CRA's environmental and development manager for the remediation and development of the Property (by third party

developers).

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

C. *Developer and Development of Cells 3, 4 and 5*

WHEREAS, the CRA and Developer's predecessor in interest entered into that certain Option Agreement and Joint Escrow Instructions, dated December 17, 2020 (as amended and modified from time to time, the "**Option Agreement**"), pursuant to which Developer was granted an option right for its acquisition and development of the Surface Lot of Cells 3, 4 and 5 (the "**Remainder Cells**"), subject to all terms and conditions contained therein. The Option Agreement was assigned to Developer by virtue of that certain Assignment of Option Agreement and Joint Escrow Instructions dated January 19, 2021.

WHEREAS, Developer has successfully obtained the Required Approvals, pursuant to the terms and conditions of the Option Agreement and has exercised its option right to acquire and develop the Remainder Cells, and therefore, on the Effective Date, the CRA has conveyed the Remainder Cells comprising approximately 96 net acres to Developer for the development of an approximately 11.12-acre community amenity and commercial area with a variety of programmed passive and active open spaces, including, among other uses, retail, restaurants, a performance stage and pavilion and event lawn, a dog park, and other community-serving uses and an e-commerce/fulfillment center and distribution center/parcel hub uses (the "**Developer Project**"); *provided*, *however*, pursuant to the terms and conditions of the Option Agreement, Developer is required to construct and install the Remedial Systems on the Remainder Cells and Building Protection Systems necessary for the Remainder Cells, pursuant to all DTSC regulatory requirements and in accordance with the terms and conditions of the Option Agreement, and the Site Development Improvements (as defined in the Option Agreement) (collectively, the "**Additional Developer Project Improvements**").

D. *Remaining Development of Cells 1 and 2*

WHEREAS, on September 6, 2018, the CRA entered into a Conveyancing Agreement with CAM-CARSON, LLC ("**CAM**"), a joint venture between Macerich and Simon Property Group, for the disposition and development of a high-end fashion outlet center on Cell 2 comprising approximately 42 acres of the Property known as the Los Angeles Premium Outlets project (the "**Cell 2 Project**"). Construction of the Cell 2 Project elements commenced in September 2018 with the initial construction of the Remedial Systems required for the Cell 2 Project, grading and waste reconsolidation, installation of piles and pile caps, installation of vaults and under slab utilities and underground utility runs, and other sub-surface work. Vertical development of the Cell 2 Project has not yet commenced.

WHEREAS, the Future Developer (defined below) for the vertical development of Cell 1 has not yet been formally selected by the CRA.

E. *Insurance Programs*

WHEREAS, CRA (together with CAM) has obtained the Development PLL and Developer has elected to participate in the Development PLL and contribute its allocated portion of the applicable premium, surplus lines taxes and brokerage fees as set forth in the Option Agreement for the Development PLL.

WHEREAS, Developer shall be required to maintain certain Insurance Programs (as defined herein): (i) effective as of the Effective Date and (ii) during construction of the Developer Project and the Additional Developer Project Improvements (collectively, "**Improvements**").

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 Developer agree as follows:

ARTICLE I
DEFINITIONS

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

(a) "**Additional Developer Project Improvements**" has the meaning set forth in Recital C to this Agreement.

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

(c) "**Applicable Laws**" means any applicable federal, state or local laws and all Environmental Laws.

(d) "**Broker**" means Marsh & McLennan Companies, or any successor broker of record appointed by CRA.

(e) "**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 or under the Remainder Cells 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.

(f) "**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 .

(g) "**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, as may be amended/replaced pursuant to the terms of the Option Agreement.

(h) "**City**" means the City of Carson, California.

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

(j) "**CRA PLL Sublimit**" has the meaning set forth in Section 2.02(b) hereof.

(k) "**Developer**" means Carson Goose Owner, LLC, and/or any successors in interest to Carson Goose Owner, LLC.

(l) "**Developer Builder's Risk**" has the meaning set forth in Section 4.03(a) hereof.

(m) "**Developer Construction CPL**" has the meaning set forth in Section 3.02 hereof.

(n) "**Developer Construction GL**" has the meaning set forth in Section 4.02(a) hereof.

(o) "**Developer Insured Parties**" has the meaning set forth in Section 7.01 hereof.

(p) "**Developer PLL Sublimit**" has the meaning set forth in Section 2.02(b) hereof.

(q) "**Developer Premium Percentage**" has the meaning set forth in Section 2.03 hereof.

(r) "**Developer Property Insurance**" has the meaning set forth in Section 4.04(c) hereof.

(s) "**Development PLL**" means the site-specific pollution legal liability program issued by Beazley as Policy No. B0901EK1702322000 and the excess policies issued by Ironshore as Policy No. 003389700, Great American Insurance Group as Policy No. EEL E240608 00, XL Catlin as Policy No. XEC0051209 and Zurich as Policy No. AEC 0386238 00.

(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) "**Existing CRA Property Insurance**" has the meaning set forth in Section 4.04(a) hereof.

(z) "**Future Developer**" means any developer selected by CRA to develop and construct vertical improvements on Cell 1 of the Surface Lot, the developer of the vertical improvements on Cell 2 of the Surface Lot and/or any successor developer on any Cell of the Surface Lots, each pursuant to a written development agreement between CRA and such party.

(aa) "**Future Developer Policies**" has the meaning set forth in Section 5.11 hereof.

(bb) "**Improvements**" has the meaning set forth in Recital E hereof.

(cc) "**Insurance Programs**" shall mean all insurance programs described in this Agreement, including any replacements or renewals thereof.

(dd) "**Non-Developer Insured Parties**" has the meaning set forth in Section 7.03(a) hereof.

(ee) "**Notice**" and "**Notices**" have the meaning set forth in Section 11.04 hereof.

(ff) "**OPPI**" has the meaning set forth in Section 3.04 hereof.

(gg) "**Pre-Construction CPL**" has the meaning set forth in Section 3.01 hereof.

(hh) "**Pre-Construction GL**" has the meaning set forth in Section 4.01 hereof.

(ii) "**Pre-Construction Approved Activities**" shall mean those activities set forth on Exhibit B attached hereto and such other activities as are approved in advance by CRA, at CRA's sole discretion.

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

(kk) "**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.

(ll) "**Remedial System Buildout Period**" means the period from the Effective Date through and including 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.

(mm) "**Remedial Systems**" means the landfill liner and cap, landfill gas collection and treatment system and groundwater extraction and treatment system on any Cell of the Property.

(nn) "**RES**" means RE | Solutions, LLC, a Colorado limited liability company, and/or any successor project manager retained by CRA.

(oo) "**SIR**" means the self-insured retention or deductible due under any Insurance Program.

(pp) "**Substantial Completion**" means the completion of the Improvements as evidenced by either (1) a temporary or permanent Certificate of Occupancy for such Improvement (or portion thereof) or (2) the placement of any Improvement (or portion thereof) into its intended use.

(qq) "**Subsurface Lot**" means the subsurface lot as referenced on Exhibit A-2.

(rr) "**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 the Development PLL on December 31, 2017, a copy of which has been provided to Developer.

2.02. Development PLL Specifications.

(a) *Existing Coverages*. The Development PLL 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. The

Development PLL is primary and non-contributory to any other insurance carried by the insureds thereunder and 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) *Developer Modifications*. On or before the Effective Date, CRA shall have obtained the following endorsements to the Development PLL:

(i) *Material Change in Use.* The definition of "Material Change in Use" set forth on Endorsement 28 of the Development PLL shall be revised so as to expressly include community amenity and commercial area with a variety of programmed passive and active open spaces, including, among other uses, retail, restaurants, a performance stage and pavilion and event lawn, a dog park, and other community-serving uses and an e-commerce/fulfillment center and distribution center/parcel hub uses as the permitted use on Cells 3, 4 and 5.

(ii) *Insured Status.* Developer and its affiliates, and to the extent permitted under the Development PLL, any of their lenders, ground lessees or space lessees and future buyers of all or any portion of the Remainder Cells, if any, shall be included as Named Insureds on the Development PLL with the unrestricted ability to make a claim under the Development PLL. Developer acknowledges and agrees that upon CRA 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.

(iii) *Dedicated Sublimits*. Developer shall 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 substantially consistent with the draft endorsement attached hereto as Exhibit C attached hereto (the "**Developer PLL Sublimit**"). Of the remaining limits of liability under the Development PLL, $50,000,000 has been allocated to CAM through a similar reserved sublimit and the remaining limits of liability will be allocated to CRA, its agents and any Future Developers at CRA's discretion (the "**CRA PLL Sublimit**").

(c) *Term.* The Development PLL has a ten (10) year term ending on **December 31, 2027** and no insured may cancel or terminate the Development PLL before the expiration of its term.

2.03. Development PLL Cost Allocation. Upon the satisfaction of the condition set forth in Section 2.02(b) above, Developer shall reimburse CRA for eighty-three and one-half percent (83.5%) of the total premium, surplus lines taxes and applicable brokerage fees paid by CRA (the "**Developer Premium Percentage**") [$*2,204,009*].

2.04. Development PLL Renewal. In the event that the Development PLL expires prior to the end of the Remedial System Buildout Period, CRA may obtain, in its sole discretion, a new policy of pollution legal liability insurance (the "**Development PLL Renewal**"). In the event CRA obtains the Development PLL Renewal and Developer elects to obtain coverage under the Development PLL Renewal, Developer shall be an insured on the Development PLL Renewal with the same status as on the Development PLL; *provided, however*, no dedicated or reserved limit of liability will be available to Developer under the Development PLL Renewal.

In such event, Developer shall be obligated to reimburse CRA for the Developer Premium Percentage of the total premium and applicable surplus lines taxes and brokerage fees required to obtain the Development PLL Renewal.

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 may, in its sole discretion, replace the Development PLL or the Development PLL Renewal, as applicable, with a new policy of pollution legal liability insurance (the "**Post-Development PLL**"). The terms of the Post-Development PLL may be determined by CRA in its sole discretion. Developer (at its option) and all Future Developers may 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 or reserved limits. In the event the Development PLL, Development PLL Renewal or Post-Development PLL, as applicable, are cancelled, any refunded premium will be returned to Developer on the same percentages as the premium was paid herein.

ARTICLE III
CONTRACTOR'S POLLUTION, PROFESSIONAL LIABILITY AND OWNER'S INSURANCE COVERAGE

3.01. Pre-Construction CPL. At all times during the performance of any Pre-Construction Approved Activities, Developer shall maintain, or cause to be maintained, Contractor's Pollution Liability insurance program covering cleanup costs and bodily injury and property damage claims arising from sudden, accidental and gradual pollution releases and remediation in connection with the Pre-Construction Approved Activities (the "**Pre-Construction CPL**"). All Pre-Construction Approved Activities shall be specifically scheduled on the Pre-Construction CPL as "covered operations". The Pre-Construction CPL shall (a) contain a limit of liability of at least $10,000,000 per incident and in the aggregate; (b) have ten (10) years of "completed operations" coverage; (c) be subject to a maximum self-insured retention of no more than $100,000 per incident; and (d) include the CRA as an additional named insured. There shall be no exclusion or limitation of coverage to the CRA or Developer with respect to claims made against each other, notwithstanding the insured status of the parties.

3.02. Developer Construction CPL.

(a) Upon the earlier to occur of (i) December 21, 2022 or (ii) commencement of any physical work on, at, above or under any portion of the Remainder Cells (except in connection with Pre-Construction Approved Activities), Developer (at its sole cost and expense) shall maintain a project specific Contractor's Pollution Liability insurance program covering cleanup costs and bodily injury and property damage claims arising from sudden, accidental and gradual pollution releases and remediation in connection with the performance of contracted operations at the Developer Project, with respect to the Improvements and with respect to the construction, installation, operation and maintenance of the Remedial Systems on Cells 1 and 2 (the "**Developer Construction CPL**"). The CRA shall have the right to review and approve in advance all underwriting submissions, quotes, policy forms and endorsements for the Developer Construction CPL.

(b) The Developer Construction CPL shall have a limit of liability of at least $25,000,000 per incident and in the aggregate and coverage under the Developer Construction CPL shall be extended to third-party contractors performing operation and maintenance of the Remedial Systems at the Property. The CRA will be a named insured under the Developer Construction CPL.

(c) The Developer Construction CPL shall: (i) provide project specific coverage for pollution conditions resulting from any contracted operations at the Developer Project, which shall be defined to expressly include the construction of the Improvements and the construction, installation, operation and maintenance of the Remedial Systems at the Property; (ii) have ten (10) years of "completed operations" coverage; and (iii) be subject to a maximum self-insured retention of no more than $500,000 per incident. There shall be no exclusion or limitation of coverage to the CRA or Developer with respect to claims made against each other, notwithstanding the insured status of the parties.

3.03. Professional Liability Insurance. Unless otherwise affirmatively insured under another Insurance Program, commencing on the Effective Date, Developer shall cause any party involved in the design of Improvements to obtain and maintain Professional Liability Insurance during the period commencing on the date of such party's agreement and continuously renewing for or having an extended reporting period of not less than the statute of repose for design defects in California, with limits of insurance not less than: (1) $10,000,000 per claim and $10,000,000 in the aggregate for designers of record (which shall include any designer of piles penetrating the Property); (2) $5,000,000 per claim and in the aggregate for any designers of record for any components of the Remedial Systems; (3) $2,000,000 per claim and in the aggregate for any other design professionals for any components of the Remedial Systems; and (4) $1,000,000 per claim and in the aggregate for all other design professionals. Developer shall provide the CRA with certificates evidencing such insurance as each designer is contracted and thereafter, annually on a going forward basis or as otherwise requested by the CRA.

3.04. Owner's Protective Professional Indemnity Insurance. Upon the earlier to occur of (i) September 7, 2023 or (ii) commencement of any physical work on, at, above or under any portion of the Remainder Cells (except in connection with Pre-Construction Approved Activities), Developer shall obtain and maintain (whether through a single or separate policies), an Owner's Protective Professional Indemnity (Design Team Errors and Omissions) Policy ("**OPPI**") naming Developer and CRA (as owners of components of the Improvements and the Remedial Systems at the Property, as applicable) as insureds with the unrestricted ability to make a claim thereunder, subject to the terms and conditions of the policy which shall be approved by CRA (such approval not to be unreasonably withheld). The OPPI shall cover activities associated with vertical development of Cells 3, 4 and 5 as well as construction of the Improvements, including, without limitation, all remedial and subsurface work required by the Option Agreement for horizontal development of the Remainder Cells, and the construction, installation, operation and maintenance of the Remedial Systems at the Property with no retroactive date limitation, and shall contain at least ten (10) years of "completed operations" coverage. 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 CRA. There shall be no exclusion or limitation of coverage to the CRA or Developer with respect to claims made against each other, notwithstanding the insured status of the parties.

Developer shall be responsible for paying the Developer Premium Percentage of all premiums, surplus lines taxes and applicable brokerage fees for the OPPI, and CRA shall pay the remaining portion of such premium, surplus line taxes and applicable brokerage fees.

ARTICLE IV
GENERAL LIABILITY, BUILDERS' RISK COVERAGE AND MISCELLANEOUS COVERAGES UNTIL SUBSTANTIAL COMPLETION

From the date specified in each subsection below until the date specified in the subsection below or if no such date is specified, until Substantial Completion, Developer shall maintain, or cause to be maintained, the following:

4.01. Pre-Construction General Liability Insurance Program. Commencing on the Effective Date and at all times until the Developer Construction GL is obtained, Developer shall obtain and maintain commercial general liability insurance and umbrella and/or excess liability insurance (the "**Pre-Construction GL**"), including coverage for personal injury, bodily injury, death, accident and property damage, which insurance shall: (i) (1) be on a site-specific "occurrence" form; (2) be the primary insurance for third-party bodily injury and property damage at, on or under the Remainder Cells; and (3) collectively provide minimum coverage limits of at least (A) $15,000,000 per occurrence, (B) $15,000,000 general aggregate, and (C) $15,000,000 products completed operations aggregate over the term of the policy. The products and completed operations coverage shall be maintained for the entire statute of repose for construction defect claims in California. The Pre-Construction GL shall (i) not include an exclusion for earth movement or subsidence, and (ii) the CRA will be scheduled as a named insured under the Pre-Construction GL.

4.02. Developer Construction General Liability Insurance Program.

(a) *Coverages*. Upon the earlier to occur of (i) September 12, 2023 or (ii) commencement of any physical work on, at, above or under any portion of the Remainder Cells (except in connection with Pre-Construction Approved Activities), Developer (at its sole cost and expense) shall sponsor, administer and maintain a wrap-up Owner Controlled Insurance Program for commercial general liability insurance and umbrella and/or excess liability insurance (the "**Developer Construction GL**") including coverage for personal injury, bodily injury, death, accident and property damage which shall cover all eligible tiers of horizontal and vertical contractors and subcontractors working for Developer or CRA, as applicable, on, at or under the Property. The Developer Construction GL shall: (1) be on a site-specific "occurrence" form for the Property; (2) be the primary insurance for third-party bodily injury and property damage at, on or under the Property through Substantial Completion; and (3) collectively provide minimum coverage limits of at least (A) $50,000,000 per occurrence, (B) $50,000,000 general aggregate, and (C) $50,000,000 products completed operations aggregate over the term of the policy for the Developer Project, the Improvements and the Remedial Systems on Cell 1 and Cell 2. The products and completed operations coverage shall be maintained for the entire statute of repose for construction defect claims in California. The Developer Construction GL shall (x) not include an exclusion for earth movement or subsidence; and (y) include manuscript changes to the "pollution exclusion endorsement" providing affirmative coverage for concussive risk associated with the installation of piles and the construction, installation, operation and

maintenance of the Remedial Systems at the Property. Such insurance shall be primary and any other insurance maintained by the CRA shall be excess only and not contributing with this insurance. Except for completed operations (which shall be an aggregate limit over the term of the general liability program), the Developer Construction GL shall provide that all limits reinstate annually or at such other interval as may be reasonably acceptable to CRA.

(b) *Insureds*. The Developer Construction GL will list Developer as the first named insured as listed in the declarations page of the Developer Construction GL, will name CRA as a named insured, will be controlled jointly by CRA and Developer, and will be administered by the Broker. No insured shall take any action that would dilute or impair coverage to the other parties under the Developer Construction GL without the prior written consent of such affected parties. CRA, the City and Developer, as well as eligible contractors and subcontractors of all tiers performing work for Developer, CRA and the City at the Property will be enrolled in the Developer Construction GL.

(c) *Developer Construction GL Premium Allocation*. The Developer Construction GL will be priced based upon project construction values (based upon good faith estimates from each of Developer and CRA) and the premium and administrative fees associated with administering the Developer Construction GL will be paid sequentially as construction is initiated and performed. 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 multiplied by the annual rate set forth in the Developer Construction GL which shall be payable directly by each party (CRA or Developer, as applicable) to Broker, or at CRA's discretion by and through CFD#1 (as may be amended/replaced) (which will levy assessments to the owners of portions of the Property); *provided, however*, that Developer shall not be assessed through CFD#1 for any portion of the Developer Construction GL premium that is paid directly by Developer. Subject to the policy terms and conditions, based on the audit of construction costs incurred under the Developer Construction GL in accordance with its terms, 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.

4.03. Developer Builder's Risk Insurance.

(a) Upon commencement of any physical work on, at, above or under any portion of the Remainder Cells (except in connection with Pre-Construction Approved Activities), Developer shall obtain and maintain site-specific builder's risk insurance (the "**Developer Builder's Risk**") for the Developer Project, the Improvements, and the construction components owned by CRA and/or the City on Cell 1 and Cell 2 for not less than 100% of the completed project insurable replacement cost value of the horizontal and vertical components of the Developer Project, the Improvements, and the construction components on Cell 2 and Cell 1 (currently valued at $[_____], and shall contain earthquake coverage with a limit of liability of [at least ten (10%)] of the replacement cost value, which may be increased or decreased based on the findings of Probable Maximum Loss reports to be conducted annually as determined by an independent third-party professional (inclusive of property damage and soft costs/business interruption), which Probable Maximum Loss calculation is reasonably acceptable to the CRA. The Developer Builder's Risk shall include endorsements providing replacement cost coverage, agreed amount

and/or coinsurance waiver. The Developer Builder's Risk shall grant permission to occupy prior to any occupancy of a given building and the Developer Builder's Risk shall cover:

(i) any improvements on or related to the Developer Project, including, without limitation, all Improvements and 100% of the insurable replacement cost value of all tenant improvements and betterments that any agreement requires Developer to insure, against risks of loss to the improvements customarily covered by "Cause of Loss - Special Form" policies as available in the insurance market on the date hereof (and against such additional risks of loss as may be customarily covered by such policies after the date hereof);

(ii) loss of materials, furniture, fixtures and equipment, machinery, and supplies which become part of the completed project whether on-site, the Improvements or as part of the Remedial Systems on Cell 1 and Cell 2, in transit, or stored off-site, or loss of any temporary structures, sidewalks, retaining walls, and underground property (including the systems comprising the Improvements);

(iii) soft costs, including coverage for interest expense during the period of the construction, and coverage for recurring expenses and delayed completion business income/rental interruption (if any) on an actual loss sustained basis subject to policy limits; and

(iv) loss of the value of the undamaged portion of the improvements, additional expense of demolition, and increased cost of construction arising from operation of building laws or other legal requirements at the time of restoration, subject to a limit reasonably satisfactory to the CRA.

(b) The Developer Builder's Risk shall automatically reinstate limits upon the occurrence of any loss thereunder, except for the perils of Earthquake and Flood which limits will be reinstated on an annual basis. The Developer Builder's Risk shall be primary with respect to all property damage at, on or under the Property through Substantial Completion. The Developer Builder's Risk shall also include affirmative LEG-3 coverage with respect to repair of physical damage to the Improvements and the Remedial Systems on Cell 1 and Cell 2 arising out of a loss until Substantial Completion.

(c) CRA and Developer, will be listed as a named insured on the Developer Builder's Risk with respect to the Developer Project, the Improvements and the Remedial Systems on Cell 1 and Cell 2 with the unrestricted ability to make claims thereunder. All Developer and CRA contractors and subcontractors of all tiers performing work at or under the Developer Project, the Improvements and the Remedial Systems on Cell 1 and Cell 2 will be listed as additional insureds with respect thereof, but only as their interests may appear.

(d) The annual cost of the Developer Builder's Risk Program will be calculated based upon project construction values (based upon good faith estimates from each of Developer and CRA, as applicable) multiplied by the annual rate set forth in the Developer Builder's Risk. 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, so as to ensure that the premium payment reflects the actual anticipated construction exposures attributable to the horizontal and vertical construction anticipated to be performed by CRA and Developer, as applicable. The premium payment will be

payable directly by each party to Broker, or at CRA's discretion, by and through CFD #1 (as amended or superseded) via special assessments to all development projects on the Property; *provided, however*, that Developer shall not be assessed through CFD #1 for any Future Developer's builder's risk premium in the event the premium allocated for the horizontal and vertical construction components on the Remainder Cells are paid directly by Developer. In accordance with the policy terms of the Developer Builder's Risk, the final premium and construction values 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 Insurance Program Specifications.

(a) *Existing CRA Property Insurance*. CRA has procured and is maintaining property insurance for the vertical and horizontal construction components on Cell 2 and CRA's existing horizontal components on Cells 1, 3, 4 and 5 pursuant to that All Risks policy issued by Starr Technical Risks Agency, Inc., with an effective date of October 12, 2021 through October 12, 2022, policy number EUTN18231232 (the "**Existing CRA Property Insurance**"). Approximately [$____] under the Existing CRA Property Insurance are allocated to values on the Remainder Cells. On the Effective Date, Developer shall reimburse CRA for [_____] of the total premium, brokerage fees and surplus lines taxes for the Existing CRA Property Insurance.

(b) *Developer Pre-Construction Property Insurance*. Prior to commencing any Pre-Construction Approved Activities, for any constructed Pre-Construction Approved Activities that are not added to the Existing CRA Property Insurance, Developer shall obtain and maintain (i) property insurance covering against risks of loss customarily covered by Cause of Loss – Special Form" policies together with coverage for earthquake as may be commercially available in the insurance market at the completion date (and against such additional risks of loss as may be customarily covered by such policies after the completion date) with respect to any constructed Pre-Construction Approved Activities and/or (ii) builder's risk coverage for any constructed components of the Pre-Construction Approved Activities, as applicable. CRA agrees to use commercially reasonable efforts (at no cost to CRA) to add any constructed components of the Pre-Construction Approved Activities to the Existing CRA Property Insurance, at Developer's sole cost and expense.

(c) *Developer Property Insurance*. Commencing on October 12, 2022, for any component of the Developer Project, the Improvements, and the construction components owned by CRA and/or the City on Cell 2 and Cell 1 that is not insured under the Developer Builder's Risk and until Substantial Completion, Developer shall obtain and maintain property insurance covering against risks of loss customarily covered by "Cause of Loss – Special Form" policies together with coverage for earthquake as may then be commercially available in the insurance (and against such additional risks of loss as may be customarily covered by such policies after the completion date) ("**Developer Property Insurance**"). The Developer Property Insurance shall include coverage for:

(i) 100% of the insurable replacement cost value of the Developer Project, the Improvements and the construction components owned by CRA and/or the City on Cell 2 and Cell 1 which for purposes hereof shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with an agreed amount endorsement without margin clause except as may be reasonably agreed by the CRA, and/or a coinsurance waiver endorsement and a replacement cost value endorsement without reduction for depreciation;

(ii) 100% of the insurable replacement cost value of all tenant improvements and betterments that any agreement requires Developer to insure;

(iii) loss of the value of the undamaged portion of the Improvements and the construction components owned by CRA and/or the City on Cell 1 and Cell 2, additional expense of demolition, and increased cost of construction arising from operation of building laws or other legal requirements at the time of restoration; and

(iv) "Cause of Loss – Special Form" insurance policy which shall cover at least the following perils: building collapse; fire; flood; back-up of sewers and drains; water damage; windstorm, earthquake, landslide, mudslide and subsidence, inclusive of property damage and soft costs/business interruption with a maximum deductible of 5% of the loss and flood may have a sublimit of such amount not less than the replacement cost of the replacement value of the improvements and contents of the first floor above grade. Such insurance policy(ies) shall name Developer as the Insured and shall also name the CRA as an additional named insured with the unrestricted ability to make a claim thereunder.

4.05. Commercial Auto Liability Insurance. Commencing on the Effective Date, and until Substantial Completion, Developer shall maintain (at its sole cost and expense) commercial auto liability insurance covering liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle, if any, with minimum limits of not less than $1,000,000 combined single limit for bodily injury and property damage, together with umbrella and/or excess liability insurance which is at least as broad as the commercial automobile liability insurance, with limits of not less than $20,000,000.

4.06. Flood Insurance. Commencing on the Effective Date and until Substantial Completion, Developer shall maintain flood insurance if any portion of the Improvements or personal property is currently or at any time in the future located in an area designated by the Federal Emergency Management Agency as a special flood hazard area (Flood Zone A) and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereto), but in no event no less than the amount sufficient to meet the requirements of Applicable Laws and governmental regulation. Flood insurance may be included in the Pre-Construction GL, the Developer Construction GL, or the Developer Builder's Risk.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.01. Developer Insurance Obligations. Developer shall be required to maintain all

Insurance Programs required herein with insurers that are unaffiliated with Developer and having financial ratings reasonably acceptable to CRA, in form and substance satisfactory to the CRA in its reasonable discretion. In the event that CRA objects to one or more of the coverage terms, conditions or policy exclusions under the Insurance Programs on the basis that CRA was able to secure coverage at Cell 2 for such issue or environmental condition (the underlying condition forming the basis of such objection, an "**Uninsured Risk**"), then the parties shall work together diligently and in good faith to: (i) secure insurance coverage for such Uninsured Risk that is acceptable to CRA, in its reasonable discretion (the "**CRA Insurance Solution**") and the costs associated with obtaining the CRA Insurance Solution (including, without limitation, premiums and applicable brokerage fees) shall be paid entirely by Developer; or (ii) in the event the parties are unable to obtain the CRA Insurance Solution for any Uninsured Risk, negotiate, document and deliver mutual indemnifications for such Uninsured Risk where the party in control of the performance of such work indemnifies the non-performing party on terms and conditions reasonably acceptable to the parties and narrowly tailored to the applicable Uninsured Risk.

5.02. Obligation to Maintain and Reinstate Limits. Subject to market availability and upon commercially reasonable terms, Developer shall reinstate its reserved limits under the Development PLL and Development PLL Renewal in the event that its limit is eroded by more than fifty percent (50%) from the time of policy inception, which reinstatement shall be at Developer's sole cost and expense. Subject to market availability and upon commercially reasonable terms, Developer shall reinstate the limits of all other Insurance Programs in the event that the aggregate limit of liability applicable to such program is eroded by more than fifty percent (50%).

5.03. Notice of Cancellation and Endorsements. Developer's approval shall be required for any new endorsements or amendments to the Development PLL and Development PLL Renewal that limit or impair Developer's coverage in any manner. All other Insurance Programs shall grant CRA prior written notice and approval of any policy cancellation and CRA's approval shall be required for any new endorsements or amendments to the applicable Insurance Programs that include CRA as a named insured thereunder to the extent that such endorsement or amendment limits or impairs CRA's coverage in any manner

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

5.05. Acknowledgement of CAM Insurance Administration Agreement. Developer acknowledges and agrees that CAM is a named insured on the Development PLL, and acknowledges the rights and obligations of CAM and CRA as set forth in the Insurance Administration Agreement between CRA and CAM dated September 6, 2018.

5.06. CRA Review. CRA shall have the right to review and approve all underwriting submissions and materials with respect to the Insurance Programs prior to submission of the same to any markets and shall have the further right to receive copies of all quotes, policy forms and endorsements for all of the Insurance Programs concurrently when the same are provided to Developer. Developer shall provide final, bindable quotes for each Insurance Program at least

thirty (30) days prior to the date such Insurance Program is required to be effective. Developer agrees to provide the CRA with a reasonable opportunity to review and to consider in good faith the CRA's comments. Developer shall provide certificates of insurance as may be requested by the CRA, in a form reasonably acceptable to the CRA for all required insurance, certified as true and complete by the carrier or its authorized representative.

5.07. Severability. All Insurance Programs shall provide that coverage under each Insurance Program shall apply as if each insured were the only insured and separately to each insured so that any misrepresentation, act or omission that is in violation of a term, duty or condition or results in the application of an exclusion under any program by or on behalf of one insured shall not prejudice the coverage rights of another insured under such program.

5.08. Waiver of Subrogation. Each Insurance Program shall include a waiver of subrogation in favor of the CRA and the City so that the insurance company waives its rights of subrogation with regard to all claims covered by such programs.

5.09. Audit. The CRA shall have the right: (i) at least once per year; (ii) at any time that the CRA has a reasonable basis of actual or suspected non-compliance by Developer with the terms of this Agreement; or (iii) during the pendency or administration of any claim under the Insurance Programs, to conduct an audit of some or all policies and certificates of insurance to confirm the Developer's compliance with the terms hereof. If any audit reveals discrepancies or non-compliance with the terms hereof, the cost of such audit shall be at Developer's expense.

5.10. Future Developer Policies. CRA shall cause Future Developers of Cell 1 and Cell 2 to obtain and maintain insurance coverage for the Remedial Systems, the improvements and the Property located on Cell 1 and Cell 2 (as applicable, the "**Future Developer Policies**"). Notwithstanding anything to the contrary herein, Developer shall not be required to maintain coverage for the portion of the Remedial Systems, the improvements or the Property located on Cell 1 and Cell 2 upon conveyance of title to the property located on Cell 1 and Cell 2, as applicable, from the CRA to any Future Developers, and upon such conveyance, each such the CRA and Future Developer is responsible for its own insurance.

ARTICLE VI
CLAIMS ADMINISTRATION

6.01. Reporting Responsibilities. Prior to delivering notice to the applicable insurer under any Insurance Program, CRA and Developer shall each notify the other party in writing of any event that could be deemed a claim under any of the Insurance Programs. Such notice will be provided to notice addresses for Developer in Section 11.04 below and the Executive Director of CRA. Each of CRA and Developer 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 and Developer 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 Insurance Programs with the other insured parties thereunder, and shall cause its contractors, subcontractors and agents to do the same.

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

(a) *Property Damage*: the Existing CRA Property Insurance, the Developer Property Insurance (as applicable), and then once placed, the Developer Builder's Risk shall be primary with respect to all property damage to the insured project at, on or under the Remainder Cells and with respect to the Improvements during the term thereof, followed by the Pre-Construction GL and the Developer Construction GL, as applicable, which shall be on an excess and difference in conditions/difference in limits basis, and then the Pre-Construction CPL and Developer Construction CPL, as applicable, which shall be on an excess and difference in conditions/difference in limits basis.

(b) *Bodily Injury*: the Pre-Construction GL and the Developer Construction GL, as applicable, shall be primary with respect to all third party bodily injury losses at, on or under the Remainder Cells during the term thereof, including affirmative coverage for concussive risk (unless Workers Compensation first applies), followed by the Pre-Construction CPL and the Developer Construction CPL, as applicable, which shall be on an excess and difference in conditions/difference in limits basis.

(c) *Priority.* Notwithstanding anything to the contrary in Section 6.03(a) and (b) above, the terms of each Insurance Program shall govern the order of priority. In addition, to the extent any claim may be brought under more than one of the Insurance Programs, such claim will be brought under each such applicable Insurance Program.

6.04. Exception Approval. If Developer requests that a contractor or subcontractor of any tier be excluded from the Developer Construction GL, Developer shall be obligated to collect the excluded party's insurance certificates in a manner that provides additional insured status to the CRA in amounts and terms reasonably acceptable to CRA and to deliver the same to CRA and Broker. If Broker determines that a contractor or subcontractor of any tier is not eligible to enroll in the Developer Construction GL and/or Developer Builder's Risk, 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 Developer respectively.

ARTICLE VII
PAYMENT OF SELF INSURED RETENTION

7.01. Developer SIR Obligation. Developer shall pay the applicable SIR and coordinate defense under the Insurance Programs providing coverage to the CRA for defense or loss arising out of Developer's or any of Developer's contractors', subcontractors' or agents' (collectively, the "**Developer Insured Parties**") acts or omissions at the Remainder Cells or otherwise alleged to so arise in any claim or pleading by a third-party, including, without

limitation, the design, construction and development of the Improvements. Developer reserves the right to seek reimbursement from CRA for all or a portion of the SIR as set forth in Section 7.03 below.

7.02. CRA SIR Obligation. CRA shall pay (or caused to be paid) the applicable SIR and coordinate defense under the Insurance Programs providing coverage to Developer for defense or loss associated with any claims arising out of activities occurring on Cell 1 and/or Cell 2 or otherwise arising or alleged to have arisen in a third-party claim or pleading out of the acts or omissions of CRA or its contractors, subcontractors or agents. CRA reserves the right to seek reimbursement from Developer for all or a portion of the SIR as set forth in Section 7.03 below.

7.03. SIR for Multiple Party Claims.

(a) *Pollution and Professional Policies*. For defense or loss associated with any claims that are subject to coverage under the Development PLL, the Pre-Construction CPL, the Developer Construction CPL, the OPPI (as defined below) or any corresponding or replacement Insurance Program, as applicable, that allege injury, damage or loss caused by both (i) any Developer Insured Party and (ii) CRA, the City, or any of their respective contractors, subcontractors or agents (collectively, the "**Non-Developer Insured Parties**"), then the SIR under such Insurance Program will be shared as follows: (x) for claims occurring prior to approval by DTSC of a Remedial Action Completion Report ("**RACR**") for all of the Remainder Cells, pro-rata between CRA and Developer based on the Developer Premium Percentage (83.5% by Developer and 16.5% by CRA); and (y) for claims occurring after approval by DTSC of a RACR for all of the Remainder Cells, fifty percent (50%) by CRA and fifty percent (50%) by Developer; *provided, however*, that after approval of a RACR for all of the Remainder Cells, CRA shall be responsible for paying one hundred percent (100%) of the SIR for claims alleging injury, damage or loss arising solely out of CRA's performance of operation and maintenance of the Remedial Systems.

(b) *All Other Policies*. For defense or loss associated with any claims that are subject to coverage under any other Insurance Program not described in Section 7.03(a) above, that allege injury, damage or loss caused by both (i) any Developer Insured Party and (ii) any Non-Developer Insured Parties, then the SIR under such Insurance Program will be shared fifty percent (50%) by CRA and fifty percent (50%) by Developer.

(c) *General.* Developer and CRA shall coordinate selection of defense for defending such joint claims, and any counsel selected shall be subject to the review and approval of the applicable insurance carrier providing coverage under the applicable Insurance Program. CRA shall be entitled to reimbursement for any cost incurred by CRA that is the responsibility of any Non-Developer Insured Party. In the event that either Developer or CRA, as applicable, has paid an SIR as set forth in Section 7.01 or Section 7.02 above, and thereafter, a Developer Insured Party or a Non-Developer Insured Party, as applicable, is interpleaded or joined into such lawsuit or otherwise becomes a subject of the claim or allegations of the plaintiff thereunder, then the party that has been added or joined to the claim will promptly pay to the other party an amount equal to the percentage of the SIR applicable to such claim as set forth in this Section 7.03.

ARTICLE VIII
TERM

8.01. Term. This Agreement shall commence on the Effective Date and remain in effect until terminated by the parties hereto.

ARTICLE IX
REPRESENTATION AND WARRANTIES

9.01. Representations and Warranties of Developer. Each individual executing this Agreement on behalf of Developer represents, warrants and covenants to the CRA that (i) Developer is duly organized and existing, (ii) such person is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of Developer, (iii) Developer is bound under the terms of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which Developer is bound.

9.02. Representations and Warranties of CRA. CRA hereby represents and warrants to Developer 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. CRA further represents and warrants to Developer that as of the Effective Date, no claims have been made by CRA or CAM under the Development PLL.

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. Notwithstanding the foregoing, the parties must first comply with the dispute

resolution provisions set forth in Section 10.03 below, prior to any party's declaration of an Event of Default.

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 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 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 or potential or actual default, the parties through their designated representatives shall meet (in person or via telephonic discussion) within ten (10) calendar days of the request therefor, and shall meet (in person or telephonically) as often as may be necessary to correct the conditions of disagreement/default, but after a minimum period of negotiation of at least forty five (45) days following the initial meeting, either party may terminate the meet and confer process and institute a claim of default by proceeding with a formal notice of default under Section 10.01.

(b) Attorneys' 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. Developer 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 or any assignee/successor to RES' management role and responsibilities with respect to the Property (or any portion thereof) and Developer may assign its rights and obligations under this Agreement to the same extent it may assign the Option Agreement pursuant to its terms.

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. Any notices, requests, demands, documents approvals or disapprovals given or sent under this Agreement from one party to another (each a "**Notice**", and collectively, the "**Notices**") shall be given to the party entitled thereto at its address set forth below or at such other address as such party may provide to the other parties in writing. Any such Notice may be given (i) by personal delivery which will be deemed received on the day of delivery; (ii) by national overnight delivery service which shall be deemed received the following day; (iii) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the Notice is directed as set forth below; or (iv) electronic mail so long as Notice is also provided simultaneously pursuant to one of the above described provisions for hard-copy Notice, addressed as follows which shall be deemed delivered upon electronic confirmation of receipt by the addressee to the sending party. For purposes of notice, the addresses of the parties shall be:

For CRA:

John S. Raymond
Executive Director, Carson Reclamation Authority
701 E. Carson Street
Carson, CA 90745
Telephone: (310) 952-1773
Email: jraymond@carson.ca.us

with copies to:

Curtis B. Toll, Esq.
Greenberg Traurig, LLP
1717 Arch Street, Suite 400
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 Developer:

Carson Goose Owner, LLC
659 N. Robertson Blvd.
West Hollywood, CA 90069
Attention: Chris Trueblood
Email: chris@carsongoose.com

with copies to:

Allen Matkins Leck Gamble Mallory & Natsis, LLP
1900 Main Street, 5th Floor
Irvine, CA 92614-7321
Attention: Pam Andes
Email: pandes@allenmatkins.com

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.

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 Developer 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 CRA or its agents 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, unless otherwise required by the Bylaws of the CRA.

11.13. Incorporation of Exhibits. Exhibits A-1, A-2, A-3, B and C 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 effective as of the day and year first above written.

CARSON RECLAMATION AUTHORITY:

By: _____

Name: _____

Title: _____

CARSON GOOSE OWNER, LLC:

By: _____

Name: _____

Title: _____

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

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

By: _____
Sunny K. Soltani

Exhibit A-1

Site Map of the Property

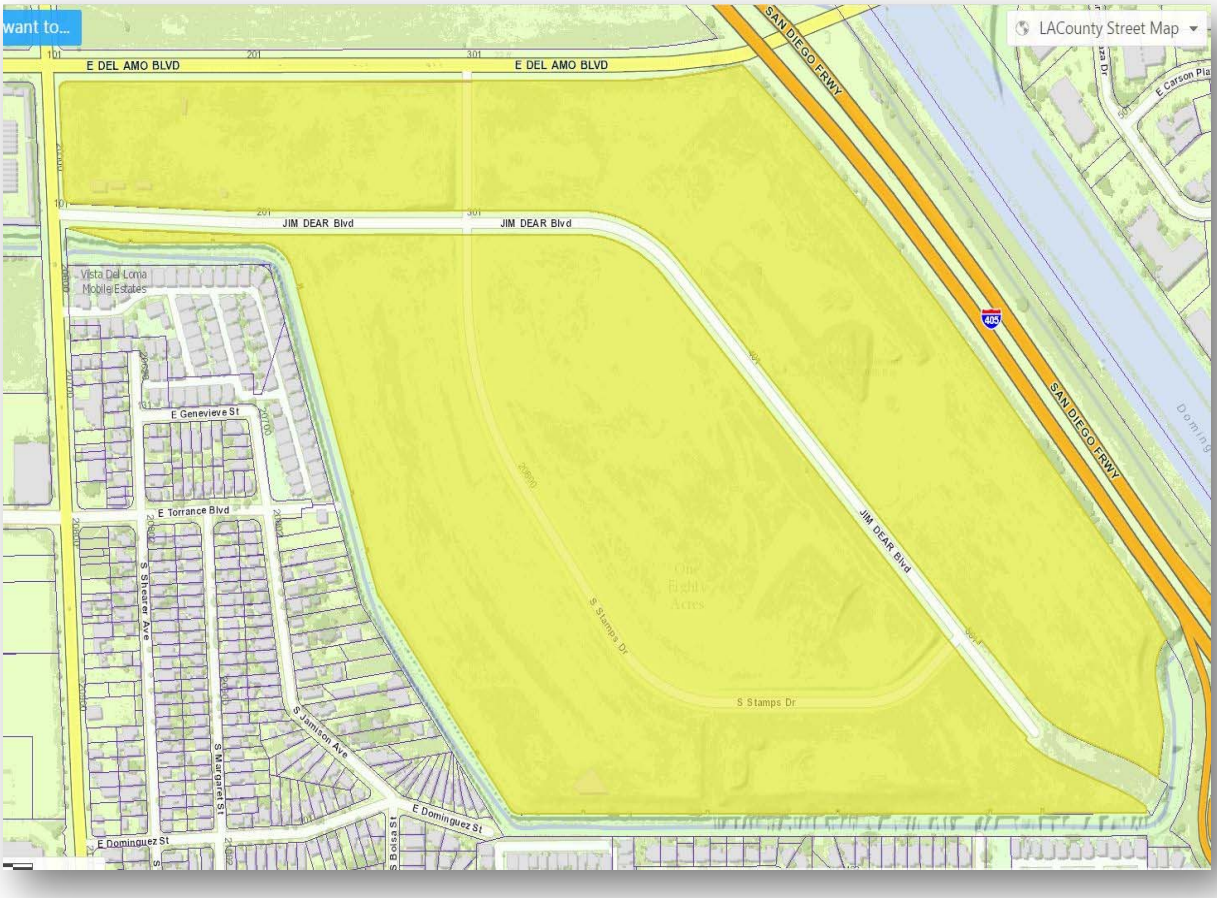


Exhibit A-2

Designation of Parcels
Vertical Lot Subdivision

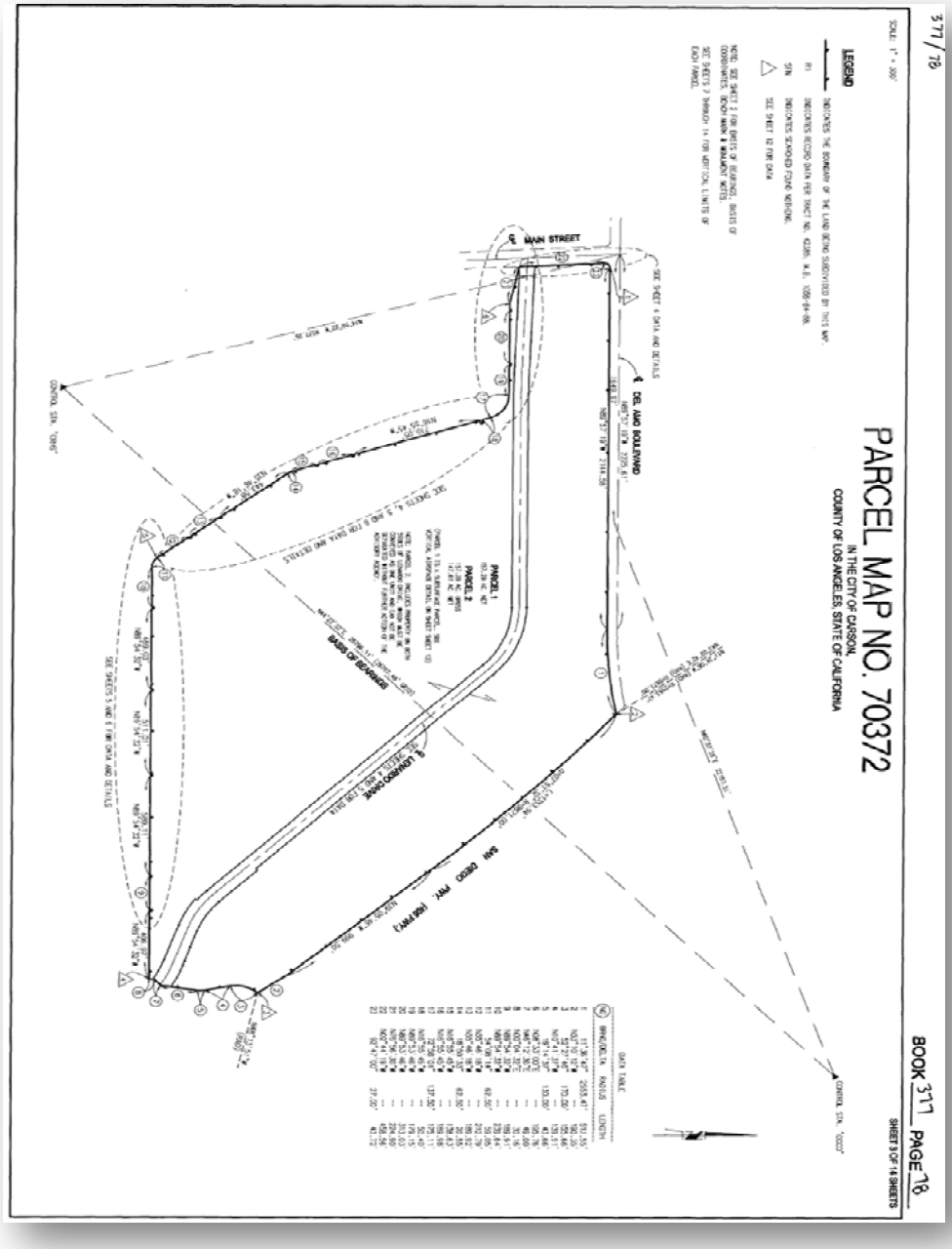


Exhibit A-2 (cont'd)
Designation of Parcels
Vertical Lot Subdivision

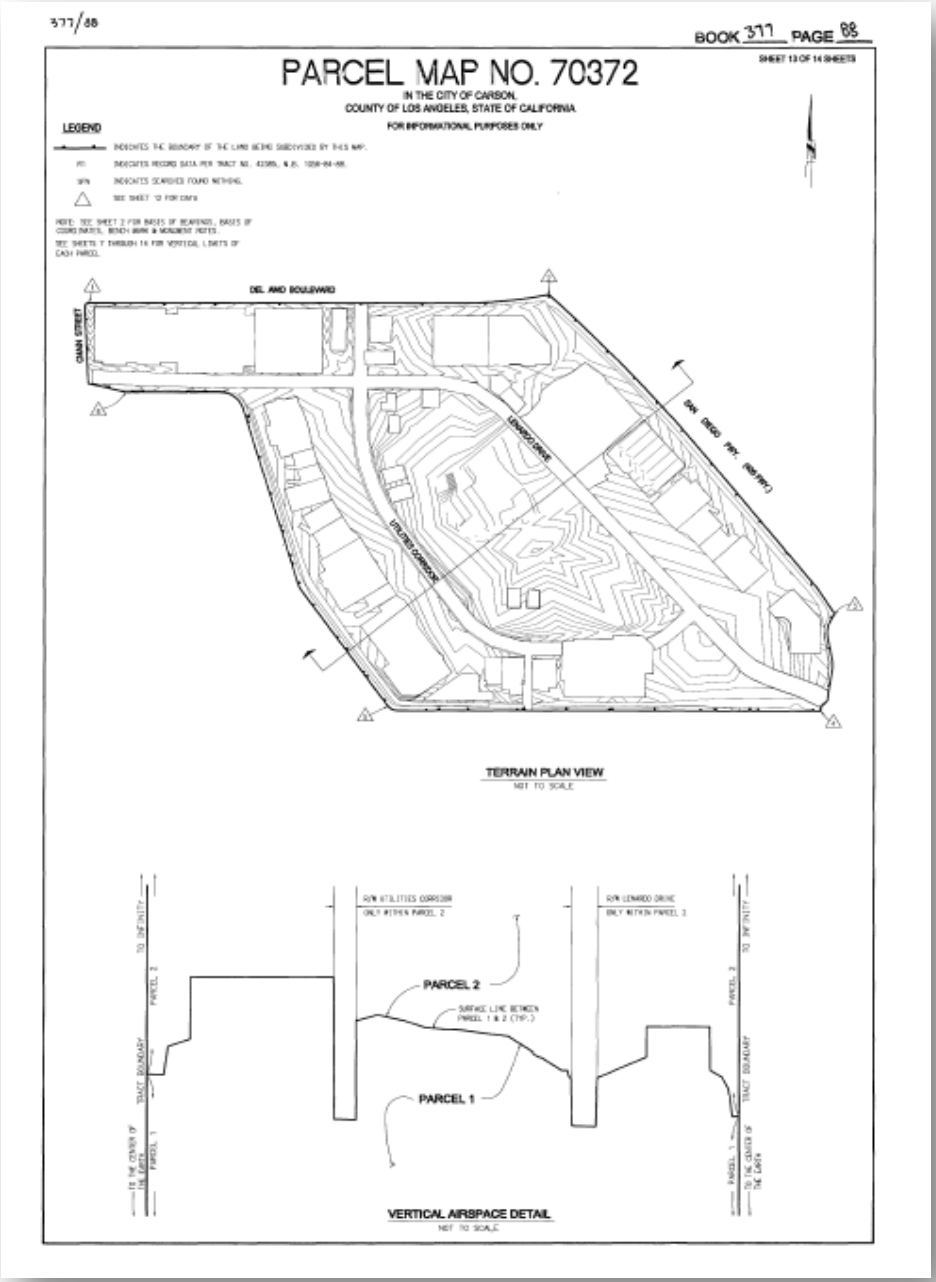


Exhibit A-3

Cell Boundaries



Exhibit B

Pre-Construction Approved Activities

Exhibit C

Developer PLL Sublimit Endorsement

EXHIBIT J

Existing Development Approvals

1. Development Agreement

2. 2022 Specific Plan (amendment to the 2018 Specific Plan)

3. General Plan Amendment (to allow for the development of Light Industrial uses within PA3(a) and other changes to ensure consistency with the 2022 Specific Plan)

4. Site Plan and Design Review

5. Vesting Tentative Tract Map

6. Certification of 2022 SEIR and adoption of related findings.

EXHIBIT K

CFD 2021-1 & CFD 2012-2 Term Sheet

[Attached]

Term Sheet
for Proposed Restructuring of CFD 2012-1 and CFD 2012-2

This term sheet ("Term Sheet") comprises the proposed terms of a transaction to restructure and or amend the Community Facilities District No. 2012-1 (the Boulevards at South Bay – Remedial Systems Operations, Maintenance and Monitoring) ("CFD 2012-1"), and the Community Facilities District No. 2012-2 (the Boulevards at South Bay – Capital Improvements) ("CFD 2012-2"), applicable to the 157 Acre Site ("Site") to be entered into between the City of Carson ("City"), Carson Reclamation Authority ("CRA" or "Authority"), and Carson Goose Owner, LLC (together with its successor and assigns, the "Developer"). Developer and Authority are the current parties to that certain Option Agreement, dated December 17, 2020 (as amended or modified from time to time, the "Option Agreement"), and City and Developer intend to enter into a Development Agreement (the "Development Agreement") for the development of a project proposed by the Developer on a portion of the Site. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Development Agreement.

Notwithstanding anything to the contrary under the Option Agreement or Development Agreement, Developer shall be responsible for all costs, expenses, and fees incurred by the City and the CRA associated with the proposed restructuring of CFD 2012-1 and 2012-2 as set forth under this Term Sheet (collectively, the "Amended Sitewide CFDs"), including, without limitation, City and CRA employee/staff time, reasonable attorneys' fees, consultant fees / costs, and other third party costs, and all such costs, expenses and fees shall be deemed incorporated into and subject to that certain First Amended and Restated Reimbursement and Deposit Agreement, between the City, the CRA, and Faring Capital, LLC (as amended or modified from time to time, the "Reimbursement Agreement") and shall be paid in the same manner as the "City Costs" as defined in the Reimbursement Agreement.

Notwithstanding anything to the contrary herein, City, CRA, and Developer (the "Parties") acknowledge and agree that if CAM-Carson, LLC ("CAM") executes definitive documents with the City/CRA which will enable a restart for the Cell 2 Project, the Parties shall be required to negotiate with CAM on the proposed restructuring of CFD 2012-1 and CFD 2012-2 as set forth below, and the Parties shall work in good faith to effectuate the proposed restructuring of the CFDs with CAM pursuant to the terms and conditions stated herein.

1. CFD 2012-1 RESTRUCTURING TERMS

1.1. Preparation of Revised Special Tax Formulation. The City shall prepare a RFP for a Special Tax Consultant to prepare a study (the "Study") of the costs of operation and maintenance of the Remedial Systems and all other line items set forth in Exhibit A-1 attached hereto (the "O&M Costs"), which sets forth the CRA's ongoing and expected obligations and costs with respect to the operation and maintenance of the Site, including without limitation, the operation, maintenance and monitoring of the Remedial Systems installed within the Site, insurance obligations of the CRA with respect to the Site, and any fees, costs, or expenses

incurred by the CRA as a result of its being a potentially responsible party for the landfill.

1.2. Final Special Tax Formula. The City shall share the results of the Study with Developer prior to its adoption, and Developer may submit questions, comments and/or objections to same. The City and Developer shall work together in good faith to resolve any disputes regarding the Study and the City's proposed adoption of the final special tax formula (i.e., the Rate and Method of Apportionment of the Special Tax, the "RMA"), and associated documents; provided, however, the Parties agree that that CRA shall not be left with a shortfall in its expected O&M Costs. The City may approve of the final Study and RMA only after resolving any disagreements with Developer to the mutual satisfaction of both Parties.,

1.3. Developer's Obligations. The Project shall only be responsible for paying for its fair share of costs under the finally-approved Study / RMA.

1.4. Schedule. The CFD-2012-1 shall be restructured generally in accordance with the Schedule set forth in Exhibit B attached hereto; provided, however, any delays to such schedule shall not constitute a default under the Option Agreement or the Development Agreement by any applicable party thereto.

1.5. Existing CFD-2012-1. If and to the extent that the CFD 2012-1 is not successfully restructured / amended prior to the Closing under the Option Agreement, the Existing CFD-2012-1 shall remain in effect, provided Developer acknowledges that at no time shall the CRA be left with a shortfall to cover required O&M Costs. The Parties agree to continue to work in good faith after the Closing to restructure/amend CFD-2012-1, or develop a mechanism to cover any potential O&M Cost shortfall in the event the Parties cannot reach a restructuring agreement.

2. CFD 2012-2 RESTRUCTURING TERMS

2.1. General Terms.

2.1.1. The CFD 2012-2 shall be restructured to remove the following public off-site intersection improvements from the CFD: Vermont Ave. and Del Amo, Hamilton Ave. and Del Amo Blvd., Figueroa St. and Del Amo Blvd., Main Street and Del Amo Blvd., Hamilton Ave. and I-110 SB Ramps, Figueroa St. and I-110 NB Rams, Figueroa St. and Torrance Blvd., Main St. and Torrance Blvd., Vermont Ave. and Carson St., and Avalon Blvd. and Carson St.

2.1.2. The CFD 2012-2 shall be separately restructured to include all operations and maintenance and insurance obligations of the CRA required for the Offsite Improvements and all operations and maintenance for the signage installed pursuant to the Master Sign Program (but only to the extent the CRA is expected to incur costs therefor). The City shall prepare a RFP for a Special

Tax Consultant to prepare a study (the "Study") of the costs of operation and maintenance of the Offsite Improvements, insurance with respect to same and the operations and maintenance of the signage (but only to the extent the CRA is expected to incur costs therefor). The City shall share the results of the Study with Developer prior to its adoption, and the adoption of the final special tax formula (i.e., the Rate and Method of Apportionment of the Special Tax, the "RMA"), and associated documents. In the event of any disputes regarding the Study or RMA, the City and Developer shall work in good faith to resolve such matters amicably as set forth in Section 1.2 above.

2.1.3. The City agrees that these terms may need to modified given the fact that the Master Sign Program signage costs will not be confirmed for some time, and the City shall work in good faith with the Developer to restructure the CFD 2012-2 in advance of such confirmation to enable some flexibility for the final RMA/restructured CFD 2012-2.

2.2. Negotiation Regarding Cost Sharing for the Off-Site Intersection Improvements. The City and Developer shall coordinate the preparation of a LOS Study as set forth in Section 1.43 of the Development Agreement with respect to the traffic impacts of the Project, and the Parties shall mutually work in good faith to determine the terms of a Fair Share Ordinance implemented by the City for the identified Offsite Intersection Improvements (including Developer's percentage of cost obligations for same).

2.3. Determination on Fair Share Ordinance. The City shall implement and approve a Fair Share Ordinance (or alternate fair share allocation mechanism) with respect to the Offsite Intersection Improvements (as set forth in the Development Agreement).

2.4. Developer's Obligations. The Project shall only be responsible for paying for its fair share of costs under the restructured CFD 2012-2 pursuant to the finally approved Study / RMA.

2.5. Schedule. The Parties intend that the CFD 2012-2 shall be restructured / amended prior to the Closing set forth in the Option Agreement; provided, however, any delays to such schedule shall not constitute a default under the Option Agreement or the Development Agreement by any applicable party thereto.

2.6. Post-Closing Restructuring of CFD-2012-2. If and to the extent that the restructuring of CFD 2012-2 does not occur prior to Closing, the Parties agree to continue to work in good faith after the Closing to restructure/amend CFD-2012-2, or to develop a mechanism to cover any potential CRA shortfall for operations, maintenance and insurance for the Offsite Improvements and Master Sign Program signage should the Parties be unable to reach a restructuring agreement.

EXHIBIT A

CFD 2012-1 LINE ITEMS

[Attached]

CFD 2012-1 COST ITEMS

GENERAL SCOPE:

The costs of the restructured/amended CFD 2012-1 shall include the following services performed by the CRA with respect to the Site (the "Services"), including, without limitation, the operation, maintenance and monitoring of the Remedial Systems and compliance with all environmental regulatory requirements that apply to the Subsurface Lot of the Site (the "Remediation Lot"), for the benefit of the owners of the real property and airspace lots located above the Remediation Lot, to maintain all insurance required (including environmental liability insurance) with respect to potential claims arising from pollution conditions on, at, under or migrating from the Remediation Lot, and to maintain appropriate reserves to fund the obligations of the CRA to operate, maintain, replace and monitor the Remedial Systems. The Remedial Systems include (a) a landfill cap (geomembrane) and other associated protective systems and layers over existing waste, (b) an active gas collection and treatment system, designed to remove landfill gasses including methane and volatile organic compounds migrating upward from under the landfill cap, (c) a groundwater collection and treatment system designed to contain the groundwater plume and treat the extracted groundwater prior to discharge, (d) to the extent applicable, a building protection system consisting of a secondary membrane liner adhered to foundation slabs, passive venting systems and monitoring equipment to be installed in the buildings to be built on the land, and (e) a landfill operations center for the monitoring and operation of the Remedial Systems and components of the landfill gas system and groundwater system. All insurance, operations and monitoring must be pursuant to agreements and policies appropriate and required for the type of services contemplated. All remediation monitoring systems shall be as required pursuant to the Remedial Action Plan approved by the Department of Toxic Substances Control ("DTSC") on October, 25, 1995 ("RAP"), as amended by the Explanation of Significant Differences from the Remediation Plan, executed on July 31, 2009, the Management Approach to Phased Occupancy, dated April 2018 ("MAPO"), and the Phased Development Letter from DTSC ("Phasing Letter"), as said plans/documents may be implemented and amended from time to time.]

1.0 GENERAL TASKS AND ELEMENTS

1.1 Project Management for the Services, including general site management and security until all landfill Cells have received RACRs from DTSC.

1.2 CRA's personnel, attorneys, and all parties/entities the CRA contracts with in order to perform the Services, including without limitation all required monitoring and reporting and coordination with regulatory agencies, including coordination of insurance.

1.3 Document Compilation and Data Management

1.4 Permitting for the landfill gas system and stormwater (including AQMD permits for the flare/GCCS emissions, as well as discharge permits for the GETS)

1.5 Regulatory Agency Oversight Fees and related financial assurance obligations for O&M

1.6 All reporting and costs related to regulatory agency compliance (including, without limitation, DTSC and AQMD)

2.0 REMEDIAL ACTION

2.1 Remedial System design and approvals

2.2 Groundwater Containment, Extraction and Treatment System, the GCCS and Landfill Cap

3.0 OPERATIONS AND MAINTENANCE

3.1 Landfill Gas Collection and Treatment System

3.2 Groundwater Containment, Extraction, and Treatment System

3.3 Landfill Cap inspections, maintenance and monitoring

3.4 Landfill Cap repairs and other Remedial Systems repairs

3.5 Reserves for capital replacements of Remedial Systems components.

3.6 Stormwater management, monitoring and reporting.

3.7 Building Protection System operations and maintenance (to the extent that the CRA incurs costs therefor, including its repair and maintenance for same).

3.8 Preparation and approval of the Institutional Control Plan, Land Use Covenant, and Environmental CC&Rs applicable to the 157-Acre Site (note that these may require approval from DTSC)

4.0 INSURANCE

4.1 The costs of all policies of insurance the CRA obtains/maintains for the benefit of the 157 Acre Site, including the following:

(i) Pollution Legal Liability insurance program

(2) Contractor's Pollution Liability insurance program

(3) Professionally Liability Insurance

(4) Owner's Protective Professional Indemnity Insurance

(5) General Liability insurance program

(6) Builder's Risk insurance

(7) Property/casualty insurance

(8) Commercial auto liability insurance

(9) Flood insurance

5.0 INCIDENTAL EXPENSES

5.1 The cost of planning, and administrating the Services, including the cost of environmental review / evaluations for the Services.

5.2 The administrative costs of obtaining insurance policies (as described above).

5.3 The costs associated with the determination of the amount of Special Taxes, collection of Special Taxes, payment of Special Taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2012-1.

5.4 Any other expenses related to or incidental to the construction, completion, maintenance/repairs, and inspection of the authorized work under CFD No. 2012-1.

EXHIBIT B

SCHEDULE

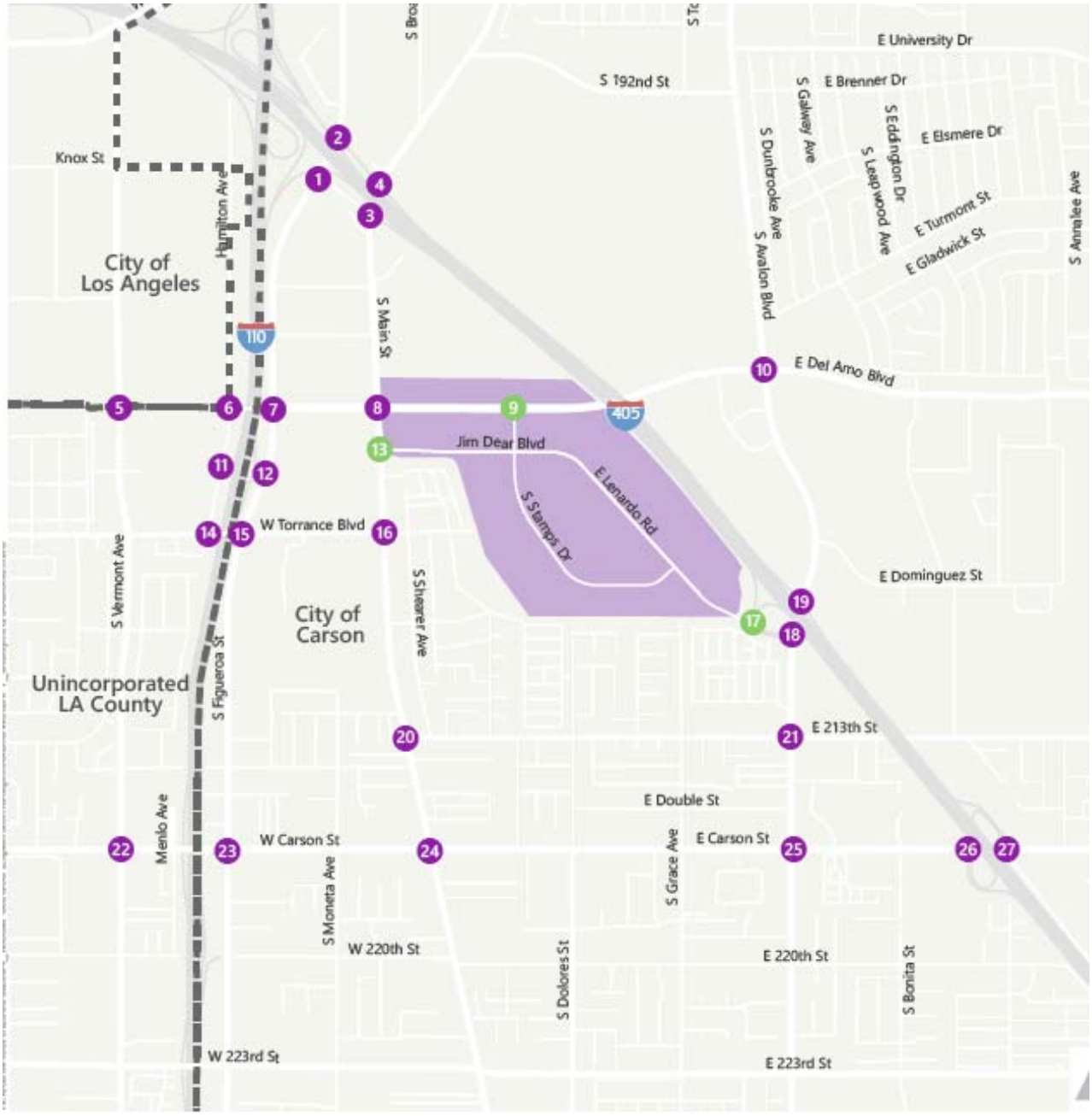
Date	**Action**
Day 1 (shall commence following the City's approval of the DA and final agreement among the parties as to the specific terms to include wrst the CFD 2012-1 and CFD 2012-2 restructuring for the RFP)	Preparation of draft RFP for Special Tax Consultant or Negotiate with Taussig, special tax consultant; Potentially hire municipal advisor to check numbers
By Day 30 (From Here by Week)	Approve Contract with Special Tax Consultant
Week 1	All hands meeting on parcels, special tax formulas and O&M / Infrastructure Requirements
Week 2 and 3	All hands meeting on parcels, special tax formulas and O&M / Infrastructure Requirements First Draft of RMA Distributed, Map Distributed, Special Tax Tables
Week 4	All hands meeting on parcels, special tax formulas and O&M / Infrastructure Requirements
Week 5 and 6	First Draft of Report[1] distributed, Second Draft of RMA Distributed First Draft of : Petition Resolution of Intention to make Changes to the CFD (ROI) Distributed, Resolution Calling Election

[1] The Report shall constitute a report of the costs of the services to be provided under the restructured CFD 2012-1 and CFD 2012-2 based on the description of such services set forth in this Term Sheet.

	Resolution Declaring Results of Election Resolution of Change Ordinance (collectively "Documents")
Week 7	All hands meeting on RMA, Documents, Report
Week 8	Revised Documents, Revised RMA Distributed, Map and Report
Week 9	All hands meeting on Documents
Week 10	Final Documents Distributed
Week 11	Agenda Deadline for ROI
Week 12	City Council Adopt ROI
30 to 60 Days Later	City Council Hearing, Election, First Reading of Ordinance (Notice Mailed/ Ballots Mailed/Hand delivered during 30 to 60 day period)
Next Meeting	Second Reading of Ordinance
30 Days Later	Ordinance Effective

EXHIBIT L-1

Intersection Study Area



(See 2021 Project CEQA Transportation Impact Analysis and Non-CEQA Local Transportation Assessment Prepared by Fehr & Peers, dated April 2022)

EXHIBIT L-2

Conditions Regarding Offsite Intersections and Street Improvements

1. As a condition to the City's issuance of building permits for the Project, the Developer shall have paid its Fair Share Contribution Requirement for the "Intersection and Street Improvements" set forth below:

(i)Main Street & I-405 Southbound On-Ramp: Conversion of the eastbound left-turn lane to a through left-turn lane;

(ii) Main Street & I-405 Northbound Off-Ramp: Conversion of the westbound through-left turn lane to a westbound through-left-right lane, and conversion of the westbound through-right lane to a westbound right turn only lane;

(iii) Hamilton Avenue & Del Amo Boulevard: Conversion of the northbound through-right lane to a northbound right-turn only lane;

(iv) Figueroa Street & Del Amo Boulevard: Addition of a second westbound through lane; Convert southbound right-turn only lane to a southbound through-right lane; add second eastbound through lane; Add second northbound right-turn only lane;

(v) Hamilton Avenue & I-110 Southbound Ramps: Conversion of the eastbound left-right turn lane to an eastbound left lane and the addition of a dedicated eastbound right turn lane and a dedicated southbound right turn only lane;

(vi) Figueroa Street & I-110 Northbound Ramps: Conversion of the eastbound left-right turn lane to an eastbound left lane and the addition of a dedicated eastbound right turn lane and a dedicated southbound right turn only lane;

(vii) Avalon Boulevard & Carson Street: Conversion of the northbound and southbound shared through-right lanes to right turn only lanes;

(viii) The signal on Del Amo and Hamilton shall be modified to include a left turn arrow for the west bound Del Amo to south bound Hamilton.

2. The following off-site street segments shall by paved with concrete on all travel lanes prior to issuance of occupancy permits for the Project. Pavement improvements shall include the entire noted intersection and exclude any Caltrans Right-of-Way. The street improvement plans shall be submitted to and approved by the City Engineer prior to issuance of any building permits. All such paving and improvements shall be incorporated within the definition of the Intersection and Street Improvements set forth above.

i. Del Amo Boulevard from Main Street to Stamps Road

ii. Main Street from Del Amo Boulevard to Lenardo Drive

iii. Main Street north of Del Amo Boulevard measuring approximately 240 feet in length measured from the centerline of Del Amo Boulevard

iv. Del Amo Boulevard west of Main Street measuring approximately 320 feet in length measured from the centerline of Main Street

v. Figueroa Street south of Del Amo Boulevard measuring approximately 840 feet in length measured from the centerline of Del Amo Boulevard. Pavement shall include the intersection of Figueroa and the I-110 Freeway ramps outside of the Caltrans Right-of-Way