

## **ORDINANCE NO. 20-2014**

### **AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING ENTITLEMENT AGREEMENT NO. 24-18 BETWEEN THE CITY OF CARSON AND KL FENIX CORPORATION FOR A PROPOSED WAREHOUSE AND TEMPORARY CARGO CONTAINER PARKING FACILITY AT 20601 SOUTH MAIN STREET**

**WHEREAS**, California Government Code Sections 65864 *et seq.* (“Development Agreement Law”) authorize the City of Carson (“City”) to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property in order to establish certain development rights, for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development; and

**WHEREAS**, on October 10, 2018, the Department of Community Development received an application from KL Fenix Corporation (sometimes, “Developer”) for real property located at 20601 S. Main Street and legally described in Exhibit “A” attached hereto, requesting approval of Design Overlay Review No. 1745-18, Conditional Use Permit No. 1074-18 and Specific Plan No. 18-18, with the expectation that Developer would follow up with applications for a General Plan Amendment and Development Agreement, to construct a 53,550 square foot tilt-up warehouse and office building and 475 temporary truck and container parking spaces, in connection with development of a Cargo Container Parking facility. On May 26, 2020, Developer submitted applications for General Plan Amendment No. 108-18 and Entitlement Agreement No. 24-18 (sometimes, “Agreement”) in connection with such proposed project (“Project”); and

**WHEREAS**, after notice of the time, place and purpose of the public hearing was duly given, the City’s Planning Commission held a public hearing and heard testimony and considered all factors both oral and written on the 27th day of May, 2020 and the 29th day of July, 2020, to consider Developer’s applications for the Project. Following such public hearing, on July 29, 2020, the Planning Commission approved Design Overlay Review No. 1745-18 and Conditional Use Permit No. 1074-18, and recommended that the City Council approve Specific Plan No. 18-18, General Plan Amendment No. 108-18, Entitlement Agreement No. 24-18, and the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project, subject to specified conditions of approval; and

**WHEREAS**, after notice duly given, the City Council held a public hearing on August 18, 2020 and on November 17, 2020, to consider Developer’s applications for the Project, including Entitlement Agreement No. 24-18, and following such hearing during which the City Council heard testimony and considered all factors both oral and written, the City Council approved or is expected to approve through Resolution No. 20-134, Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project in compliance

**EXHIBIT NO. 1**

with the California Environmental Quality Act, subject to certain conditions of approval, and now desires to approve Entitlement Agreement No. 24-18.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1.** The above recitals are true and correct and are hereby incorporated into this Ordinance as set forth herein.

**Section 2.** Based upon all oral and written reports and presentations made by City staff, Developer, and members of the public, including any attachments and exhibits, the City Council hereby finds that:

a) The Agreement is authorized by and consistent with the provisions of Government Code Sections 65864 through 65869.5, the Development Agreement Law.

b) The Agreement provides for a project that is consistent with the goals and objectives of the City's General Plan and proposed General Plan Amendment No. 108-18.

c) The Agreement in Article 6 provides for an annual review to ensure good faith compliance with the terms of the Agreement, as required in Section 65865.1 of the Government Code.

d) The Agreement supports General Plan goal LU-1: productive reuse of "brownfield" sites, as it proposes development and productive reuse of a brownfield site as Developer seeks to construct upon the site a 53,550 square foot tilt-up warehouse and office building and 75 truck parking spaces and 400 container parking spaces, in connection with development of a Cargo Container Parking facility. The facility would be used to mobilize both imported and exported goods that pass through the Ports of Los Angeles and Long Beach.

e) The Agreement supports General Plan goal ED-11: adaptive reuse and redevelopment of "brownfields," as it proposes an adaptive reuse and redevelopment of "brownfields" as Developer seeks to construct upon the site a 53,550 square foot tilt-up warehouse and office building and 75 truck parking spaces and 400 container parking spaces, in connection with development of a Cargo Container Parking facility. The facility would be used to mobilize both imported and exported goods that pass through the Ports of Los Angeles and Long Beach.

f) The Agreement supports General Plan policy TI-1.3: ensure that the City's designated truck routes provide efficient access to and from the I-405, I-110 and Route-91 Freeways, as well as the Alameda Corridor, as it requires all truck access to and from the site to be via Figueroa Street. The property is located off of Figueroa Street directly across the street from the I-110 Freeway.

g) The Agreement supports General Plan policy TI-3.2: where feasible, create disincentives for traffic traveling through neighborhoods, without impacting adjacent residential streets, as it requires all truck access to and from the site to be via Figueroa Street, away from and not impacting residential neighborhoods. The property is located off of Figueroa Street directly across the street from the I-110 Freeway.

**Section 3.** The Agreement, a copy of which is attached as Exhibit “B” and is hereby incorporated herein by reference, provides for recovery of the City’s costs and complies with the Development Agreement Law with respect to all fees and costs provided under the Agreement.

**Section 4.** Based on the aforementioned findings, the City Council hereby approves the Agreement and authorizes its execution by the Mayor and all action necessary to comply with its terms.

**Section 5.** This Ordinance shall take effect on the 30<sup>th</sup> day following its second reading by the City Council.

**Section 6.** Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of said Development Agreement with the County Recorder within 10 days after execution thereof.

**Section 7.** The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

**Section 8.** The Mayor, City Manager, and City Clerk or their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and affect execution, recordation and enforcement of this Ordinance and the Agreement.

**Section 9.** The City Clerk of the City of Carson shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in a newspaper of general circulation, printed and published within the City of Carson in accordance with the provisions of the Government Code.

**PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of November, 2020.

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Albert Robles, Mayor

ATTEST:

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Donesia L. Gause-Aldana, City Clerk  
City of Carson, California

APPROVED AS TO FORM

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Sunny Soltani, City Attorney

## **EXHIBIT "A"**

### **PROPERTY LEGAL DESCRIPTION**

PARCEL 4, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 62 PAGE 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM THAT PORTION INCLUDED WITHIN LOTS 38, 39, AND 44 OF TRACT NO. 6378, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERALS IN AND UNDER SAID LAND WITH THE RIGHT TO DRILL FOR, MINE, EXTRACT, TAKE, AND REMOVE THE SAME FROM ANY WELLS OR SHAFTS LOCATED ON ANY LAND ADJACENT TO THE ABOVE DESCRIBED LAND WITHOUT ACCOUNTING TO THE GRANTEE FOR ANY RENTALS, ROYALTIES OR PROCEEDS FROM THE SALE OF SUCH MINERALS, AS RESERVED IN DEED FROM SUNSET OIL COMPANY, RECORDED AUGUST 2, 1944 IN BOOK 20925, PAGE 72 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS IN AND UNDER SAID LAND (EXCEPT THE SOUTH 350 FEET OF LOTS 36 AND 37), AS RESERVED BY SUNSET OIL COMPANY, A CORPORATION IN DEED RECORDED JULY 1, 1955 IN BOOK 48230, PAGE 289 OF OFFICIAL RECORDS AND BY SUNSET INTERNATIONAL PETROLEUM CORPORATION, A CORPORATION IN DEED RECORDED JULY 20, 1960 IN BOOK D-916 PAGE 193 OF OFFICIAL RECORDS.

ALSO EXCEPT FROM SAID LAND THAT PORTION LYING WITHIN THE LINES OF LOT 91 TRACT NO. 4671, ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE OF 500 FEET FROM THE SURFACE OF SAID LAND AS EXCEPTED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED NOVEMBER 8, 1963 IN BOOK D-2250 PAGE 748 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 7336-003043

**EXHIBIT “B”**

**ENTITLEMENT AGREEMENT NO. 24-18**

**SEE ATTACHED**