File #: 2022-983, **Version:** 1

Report to Mayor and City Council

Tuesday, December 06, 2022

Special Orders of the Day

SUBJECT:

A PUBLIC HEARING TO CONSIDER MAKING, RATIFYING AND AFFIRMING THE CEQA FINDINGS AND ACTIONS OF THE PLANNING COMMISSION RELATED TO CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021010116) WITH RESPECT TO ORDINANCE NO. 22-2221, APPROVING THE IMPERIAL AVALON SPECIFIC PLAN (SP NO. 21-19), AND ZONE CHANGE NO. 188-19 CHANGING THE PROJECT SITE'S ZONING FROM COMMERCIAL AUTOMOTIVE AND RM-8-D TO SPECIFIC PLAN; ORDINANCE NO. 22-2222, APPROVING DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON AND IMPERIAL AVALON LLC; AND RESOLUTION 22-243, ADOPTING GENERAL PLAN AMENDMENT NO. 105-19 FOR A 1,115 UNIT MIXED-USE DEVELOPMENT REFERRED TO AS THE IMPERIAL AVALON MIXED-USE PROJECT (CITY COUNCIL)

Body

I. SUMMARY

The Developer's requested entitlements consist of the following: (1) certification of an Environmental Impact Report (SCH No. 2021010116; the "EIR") for the Project; (2) General Plan Amendment ("GPA") No. 105-19, to change the land use designation of the Property from Regional Commercial/Low Density Residential to Urban Residential; (3) Specific Plan ("SP") No. 21-19, the Imperial Avalon Specific Plan ("IASP"), to establish the development standards and permitted uses for the Property; (4) Zone Change ("ZCC") No. 188-19, to change the Property's zoning from Commercial Automotive/RM-8-D to Imperial Avalon Specific Plan; (5) Development Agreement ("DA") No. 23-19, to grant specified development rights in exchange for provision of specified community benefits; (6) Site Plan Review and Design Review ("DOR") No. 1803-19; and (7) Vesting Tentative Tract Map ("VTTM") No. 83157. On November 21, 2022, the Planning Commission approved items (1), (6), and (7) and recommended approval of items (2), (3), (4), and (5) which are subject of this staff report.

On November 22, 2022, Imperial Avalon, LLC (the Applicant) filed an appeal of the Planning Commission decision pursuant to Carson Municipal Code ("CMC") Section 9173.4 (Appeals) of the City's Zoning Ordinance. The appeal will be considered separately from this item.

II. RECOMMENDATION

TAKE the following actions:

1. **OPEN** the Public Hearing, **TAKE** public testimony, and **CLOSE** the Public Hearing.

2. **WAIVE FURTHER READING AND ADOPT** RESOLUTION NO. 22-243, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA:, (1) MAKING, RATIFYING AND AFFIRMING THE CEQA FINDINGS AND ACTIONS OF THE PLANNING COMMISSION RELATED TO CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021010116) WITH RESPECT TO APPROVAL OF GENERAL PLAN AMENDMENT NO. 105-19; AND (2) APPROVDOPTING GENERAL PLAN AMENDMENT NO. 105-19 TO CHANGE TO PROJECT SITE'S GENERAL PLAN LAND USE DESIGNATION FROM REGIONAL COMMERCIAL AND LOW DENSITY RESIDENTIAL TO URBAN RESIDENTIAL, FOR A 1,115 UNIT MIXED-USE DEVELOPMENT REFERRED TO AS THE IMPERIAL AVALON MIXED-USE PROJECT."; **AND**

3. **INTRODUCE** for first reading, by title only and with full reading waived, of ORDINANCE NO. 22-2221, "AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA:, (1) MAKING, RATIFYING AND AFFIRMING THE CEQA FINDINGS AND ACTIONS OF THE PLANNING COMMISSION RELATED TO CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021010116) WITH RESPECT TO APPROVAL OF SPECIFIC PLAN NO. 21-19 (IMPERIAL AVALON SPECIFIC PLAN) AND ZONE CHANGE NO. 188-19; (2) APPROVING THE IMPERIAL AVALON SPECIFIC PLAN (SP NO. 21-19) SUBJECT TO CONDITIONS OF APPROVAL; AND (3) APPROVING ZONE CHANGE NO. 188-19, AND CHANGING THE PROJECT SITE'S ZONING FROM COMMERCIAL AUTOMOTIVE AND RM-8-D TO SPECIFIC PLAN (IMPERIAL AVALON SPECIFIC PLAN) ZONING, FOR A 1,115 UNIT MIXED USE DEVELOPMENT REFFERED TO AS THE IMPERIAL AVALON PROJECT."; **AND**

4. **INTRODUCE** for first reading, by title only and with full reading waived, of "ORDINANCE 22-2222, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA:, (1) MAKING, RATIFYING AND AFFIRMING THE CEQA FINDINGS AND ACTIONS OF THE PLANNING COMMISSION RELATED TO CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021010116) WITH RESPECT TO APPROVAL OF DEVELOPMENT AGREMENT NO. 23-19; AND (2) APPROVING DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON AND IMPERIAL AVALON LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD."

1. **..Body**

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

Proposed Project

The project provides for the development of 1,115 residential dwelling units (including 764 multi-family units and 351 townhomes) with an approximate overall density of 41 Dwelling Units/Acre; 10,000 square feet of commercial/restaurant space; and 111,581 square feet of publicly accessible but privately maintained open space (including a 22,859 square foot park).

The Applicant originally submitted an entitlement application for 2,159 apartment units and approximately 89,000 sf of commercial uses. Upon review of initial environmental findings, the original project was significantly reduced by the applicant, including replacing half of the site's high-density apartments with less-intense townhomes. The revised project was comprised of 1,213 residential units including 653 non-age restricted apartments, 180 age-restricted units, and 380 attached townhomes with an approximate overall density of 45 Dwelling Units/ Acre (DU/AC), 10,352 square feet of commercial area and over an acre of publicly accessible private open space.

During the planning process, a draft EIR was completed for the revised proposed project. The draft EIR assessed the 1,213-unit version of the project described above as the base project, but also fully assessed a Project alternative referred to as Alternative 3, the Reduced Density and Sensitive Transition Alternative. Upon review of the alternatives required to be examined under CEQA, City staff requested additional information from the Project Applicant regarding Alternative 3, and then recommended that the alternative be forwarded to the City's decision-makers for their consideration in lieu of the base project as assessed in the draft EIR.

The Project Applicant agreed to proceed with bringing Alternative 3, the Reduced Density and Sensitive Transition Alternative, for the Planning Commission's consideration. To that end, an errata to the Final EIR were prepared and made available which clarifies, amplifies, or makes insignificant modifications in the Final EIR in order to help further inform the decision-makers and the public of environmental effects of Alternative 3. Additionally, updated versions of the Specific Plan, Site Plan, and Vesting Tentative Tract Map were submitted and presented to the Planning Commission for their consideration. Generally, Alternative 3 involves a development similar to and within the same footprint as the Project but involving a lower residential density (45 DU/AC vs. 41 DU/AC) and superior mix of housing products to ensure compatibility with the existing single-family neighborhoods to the west of the Project site including those along Grace Avenue. The revised Alternative 3 residential unit mix includes 681 apartment units and 83 senior units (55+), 28 detached townhome units and 323 attached townhome units for a total of 1,115 dwelling units.

Because Alternative 3 and its environmental impacts were discussed in detail within the Draft EIR, the Planning Commission had the discretion to approve Alternative 3 and certify the EIR without further analysis. The Reduced Density Alternative meets all of the Project objectives yet introduces detached residential units along the west property boundary along Grace Avenue. These units have the look and feel of single-family homes and therefore more directly blend in with the adjacent neighborhood.

In addition to removing nearly 100 overall units and reducing the height of the multifamily buildings from up to 95 feet in height to up to 62', 6" in height, modifications such as a) removing the second Grace Avenue entrance at the northwest corner of the site, b) reducing the massing intensity along the western edge of the project, c) providing publicly accessible landscaped buffer and walkway along Grace Ave., and d) including both internal and external gates for the townhome project all serve to offer a wider range of sizes and prices in housing options, and make the project a more sensitive and accommodating neighbor to the single-family neighborhood to its west.

On March 18, 2021, City staff met with residents of the surrounding community to share information regarding the Project and gather feedback. Although most of the feedback was supportive of the Project, some residents voiced concern about the project's density and compatibility with the surrounding neighborhood. Staff believes the project modifications reflected in Alternative 3 will alleviate those concerns.

Project Site & Surrounding Land Uses

The Project Site is surrounded by multiple uses.

North: Torrance Lateral flood channel; District at South Bay/Country Mart Specific Plan Area

South: Commercial, Automotive and RM-8-D

East: Commercial, Automotive

West: RM-8-D

History

Imperial Avalon Mobile Estates

The IASP is the location of the Imperial Avalon Mobile Estates mobile home park (established in 1974); the park contains 228 mobile home spaces, a recreational vehicle storage yard with over 20 spaces, and a common area including clubhouse, grass field,

recreation building, swimming pool, and guest parking spaces.

In September 2019, the owner of the Mobile Home Park, Imperial Avalon, LLC (Mobile Home Park Owner; and also the Project Applicant), notified Mobile Home Park residents of its intention to close the Mobile Home Park. Closures of mobile home parks within the City are subject to Carson Municipal Code Section 9128.21, which requires the preparation of a Relocation Impact Report (RIR) requiring park owners to take reasonable measures to reduce the adverse impact of a closure on the ability of park residents to find alternative housing. After compliance with Carson Municipal Code Section 9128.21 and approval of a RIR by the Carson Planning Commission (or the City Council, if the Planning Commission's approval of a RIR is appealed), park owners have a property right under State law to close a park at their discretion, subject to issuance of a 6-month notice of termination of the residents' tenancies in their space leases. The Mobile Home Park Owner completed its application for approval of a RIR, RIR No. 05-20, in April of 2020 by filing its RIR. A Planning Commission hearing to consider the RIR was conducted on May 13, 2020. After the hearing, the Planning Commission approved RIR No. 05-20 and associated measures with special conditions pertaining to the relocation benefits required to be paid to the residents, as set forth in Planning Commission Resolution No. 20-2695. This decision was subsequently appealed to the City Council. On July 7, 2020, the City Council affirmed the Planning Commission's approval of RIR No. 05-20 and imposed additional conditions and relocation benefits requirements upon the Park Owner as set forth in City Council Resolution No. 20-113. A Notice of Exemption from CEQA for the RIR approval decision was filed with the Los Angeles County Clerk-Recorder on July 17, 2020 and was posted for a 30-day period from July 17, 2020 through August 17, 2020. No challenges to the City's approval of the RIR were filed. The closure of the mobilehome park is not a part of the project that is before the City Council, and will occur regardless of whether or not the project is approved. However, for safety reasons, project construction will not commence until all residents have vacated the park, and a condition of approval (as well as a provision of the Development Agreement) is included to that effect. Nothing in the project approvals would supersede or negate any right or entitlement to any relocation benefits granted to any of the park residents, which are fully enforceable through the park closure approval resolutions and associated covenants and agreements.

Environmental Review

The FEIR was approved by the Planning Commission and is only discussed in this staff report to provide additional information to the City Council.

Public Review Process

A Notice of Preparation (NOP) for the EIR and an Initial Study were released on January 13, 2021, beginning the 30-day public scoping period for the EIR. A 2,000-foot radius was used to invite the surrounding community members to provide comments on the project, which was attended by members of the public. Comments on the NOP were received from five agencies, eight letters/emails from individuals or groups.

The City hosted one online Scoping Meeting on Thursday, January 28, 2021, at 6:00 p.m. The City received three comments during the Scoping Meeting.

The primary areas of controversy identified by the public and agencies included the following potential issues:

- Recommendation for contacting the appropriate regional California Historical Research Information System Center; contacting the Native American Heritage Commission for Sacred Lands File search and Native American Tribal Consultation List; and for compliance with Assembly Bill 52 and other applicable laws.
- Recommendation to include a Transportation Impact Study, using Vehicle Miles Traveled to evaluate transportation impacts, and identification of potential traffic impacts.
- Recommendation to use South Coast Air Quality Management District's CEQA Air Quality Handbook and CalEEMod land use emissions software when preparing air quality and greenhouse gas analyses.
- Concern regarding the displacement of existing residents of the Mobile Home Park resultant from the Mobile Home Park closure.
- Recommendation to minimize traffic and potential parking issues on Grace Avenue.

A Notice of Availability (NOA) of the Draft EIR for the project was published in the newspaper and circulated CEQA State Clearinghouse, Los Angeles County Clerk Recorder, property owners and occupants within a 2,000-foot radius of the project site. Additionally, hard copies of the Draft EIR were made available for review at the City's Community Development Department. The NOA indicated that the Draft EIR was available for public review and comment for a 45-day public review period. During the 45-day comment period, it was brought to the City's attention that some parties were inadvertently not included on the public distribution list, namely surrounding jurisdictions, applicable agencies, and some parties who previously requested to be added to the project's distribution list. On September 14, 2022, during the 45-day public review period, the City circulated notices to these remaining parties and indicated that the City would accept comments on the Draft EIR period for an additional 45-day period.

The City received 4 comment letters during the 2022 Draft EIR public review period. A list of the comments received, copies of the comment letters received, and responses to comments are included in the Final EIR.

The Draft EIR analyzed fourteen (14) issue areas including

- Aesthetics
- Air Quality
- Cultural Resources and Tribal Cultural Resources
- Energy

- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Utilities and Service Systems

Mitigation would be required for Cultural Resources and Tribal Cultural Resources, Geology and Soils, and Noise. Project Design Features, including a Transportation Demand Management (TDM) Plan and a new traffic signal at Grace Avenue and 213th Street are included in the project MMRP.

The EIR finds that the project would have one significant and unavoidable short-term environmental impact - construction noise. Mitigation measures are included as conditions of approval (per the Mitigation Monitoring and Reporting Program included in the Final EIR) to reduce construction noise to the maximum extent feasible, but there is no feasible means of reducing it below a level of significance. The Draft EIR finds that although Alternative 3 would not avoid the significant construction noise impact, it would lessen it, and Alternative 3 would otherwise not result in impacts that are greater than those of the aforementioned project and would further reduce the magnitude of many of the already less-than-significant impacts. Included with the Final EIR is a Statement of Overriding Considerations describing how the specific economic, legal, social, technological, or other benefits of the project outweigh the unavoidable adverse short-term environmental effects, allowing the short-term adverse environmental effects to be considered “acceptable” for CEQA purposes.

Site Plan and Design Review

The Applicant submitted an application for Site Plan and Design Review (DOR No. 1803-19) as part of the entitlements. The DOR package includes the Site Plan, floor plans and elevations for all buildings, and perspective renderings of key views of the proposed Project. The DOR was approved by the Planning Commission and is only discussed in this staff report to provide additional information to the City Council.

The Project is made up of an East Neighborhood and West Neighborhood. The East neighborhood includes two multifamily apartment buildings with heights up to four stories. The two East Neighborhood buildings collectively contain 681 non-age-restricted units and

83 age-restricted (55+) units. These buildings generally front onto Avalon Boulevard and the tree-lined main entry spine road. A 10,000 square foot restaurant and outdoor eating area is incorporated into the southern East Neighborhood building and enjoys adjacency to a 22,859 square foot publicly accessible, but privately maintained open space area. The Project's intensity gradually decreases as you get to the West neighborhood, which is separated from the East Neighborhood by a 46-foot-wide road and controlled access gates. The West Neighborhood includes 323 3-story attached townhomes on the portions not fronting Grace Avenue, and 28 3-story detached townhomes with their rear yards fronting onto Grace Avenue. This transition to lower density housing product types enhances the Project's compatibility with the surrounding residential neighborhood.

The total number of units, square footage range for each housing product type, and bedroom/bath count are as follows:

- Apartment Buildings: 69 Studios (9%) | 469 - 1BR (61%) | 226 - 2BR (30%)
- Age-Restricted (55+) Units (included in Apartment Buildings totals above): 83 total units: 7 - Studios | 51 - 1BR | 25- 2 BR
- Townhomes: 351 total units: 20 - 1BR (6%) | 132 - 2BR (38%) | 178 - 3BR (51%) | 21- 4BR (6%)

Parking

Parking requirements for the apartments in the East Neighborhood are based on a persons per household study ("Household Size Analysis for Residential Development") which evaluated the appropriate occupancy metrics for the rental apartment units in the project and analyzed actual household sizes for comparable residential products in Carson and the broader Los Angeles County region. Residential Townhome and commercial parking is provided per the provisions of the Carson Municipal Code (CMC) 9162.21.

Parking will be required as follows:

- West Neighborhood: two parking spaces per unit. Guest parking shall be 0.15 space per unit.
- Live-work: two parking spaces per unit and no guest parking requirements. (note that live-work uses are allowed under the Imperial Avalon Specific Plan and subject to the provisions outlined in the SP, but are not proposed as part of the DOR and/or VTTM).
- For non-age-restricted, market-rate, multiple-family units: 1.25 spaces per studio unit, 1.5 spaces per one-bedroom unit, and 1.7 spaces per two-bedroom unit. Guest parking shall be 1 space for every 4 units.
- For multifamily, market-rate, age-restricted (55+) units: 1 parking space per studio unit and 1.2 spaces per one-bedroom unit. Market-rate, age-restricted units shall have no additional guest parking requirement.
- Deed-restricted affordable units (multifamily): 0.5 parking space per studio unit, 1 space for one- or two-bedroom units.
- Commercial uses: 2 spaces per 1,000 square feet gross floor area.

Height
The maximum building height in the DOR application is as follows: apartment buildings may be up to four (4) stories and sixty-eight feet, six inches (68', 6") in height; and townhomes buildings may be up to three (3) stories and forty-three feet (43'-0") in height.

Vehicular Circulation
Vehicular circulation and parking were analyzed in the project DEIR using both a Vehicle Miles Traveled (VMT) and Level of Service (LOS) metric. Both analyses concluded that any potential traffic impacts may be mitigated through Project Design Features or Mitigation measures. See Environmental Review, section VII of this report for further information.

Open Space
A combination of usable open space will be provided throughout the project site, including private open space, common areas, and publicly accessible open space.

The useable open space requirement will be as follows:

- Studio and One-Bedroom Units: Min. 125 square feet per unit
- Two-Bedroom and Three-Bedroom Units : Min. 150 square feet per unit

Publicly Accessible Open Space: The 111,581 square feet of publicly accessible, but privately maintained open space includes a 22,859 square foot "park" area featuring shade structures, seating areas and a children's play area. The other publicly accessible spaces will include shaded seating areas and walking paths.
Private Open Space: The private opens space areas will include such amenities as swimming pools, shaded lounge areas, fire features, bocce courts, and enhanced paving.

Grace Avenue Enhanced Walkway: The project also includes a 15-foot-wide enhanced landscaped walking area along Grace Avenue, which will provide further buffering from the single-family neighborhood located west of Grace Avenue.

Restaurant and Patio: The restaurant and patio area will feature accent planting, moveable seating and fencing.

Streetscape and edges: Internal streetscape design will encourage pedestrian connectivity to the publicly accessible plaza, paseos, and open spaces. The perimeter landscape is intended to encourage walkability and pedestrian uses and will be designed to blend into the surrounding community and streetscape character. The landscape will be designed with predominantly drought tolerant species, the use of natives and seasonal ornamental plantings providing interest in color and texture in locations with varieties of solar access. Public streetscapes along Avalon Blvd. and Grace Avenue will include enhanced walkways, seating, trash receptacles, and landscaping.

Vesting Tentative Tract Map
The Applicant submitted an application for a Vesting Tentative Tract Map (VTTM). The VTTM was approved by the Planning Commission and is only discussed in this staff report to provide additional information to the City Council.

The VTTM provides for subdivision of the Project site into a lot for the West Neighborhood

and two lots for the East Neighborhood. City approval of a final map, which must conform to the tentative map and the conditions of approval thereof, would be required to complete the process, but approval of a final map is generally not considered a discretionary approval of the City. The VTTM was reviewed by the Carson Community Development Department and City Engineer for compliance with the Subdivision Map Act. In addition, the VTTM will be reviewed by the Los Angeles County Department of Public Works (LADPW) for compliance with the Carson Municipal Code and the State Subdivision Map Act. The map will comply with all Conditions of Approval and comments from the City and the Los Angeles County Department of Public Works (LADPW). The VTTM will ultimately be used to create a 351-unit condominium map.

Specific Plan

The Imperial Avalon Specific Plan (IASP) includes information for City staff, the community, the Planning Commission, and City Council with the information on the how the project site will be developed and how the IASP is consistent with the City of Carson General Plan. The IASP is a regulatory document prepared pursuant to the provisions of California Government Code sections 65450 through 65457 and provides a framework for development of the plan area (i.e., the subject property), including permitted uses and development standards. Upon approval of the IASP and associated zone change, the IASP will establish the zoning for the subject property, to prevail over the City's Zoning Ordinance to the extent of a conflict. Allowable land uses within the Specific Plan area (i.e., the subject property) are detailed in Chapter 3 of the Specific Plan, and the review authority and processes for applications for use permits and associated approvals within the Specific Plan area are provided in Chapter 5 of the Specific Plan. The City's Zoning Ordinance shall apply to matters not covered in the Specific Plan. The other project entitlements, including the DA, will include additional restrictions applicable to the project beyond what is permissible on the property under the IASP during the term of the DA, collectively allowing for a maximum of 1,115 residential units; 10,000 square feet of restaurant uses; and 111,581 square feet of publicly accessible but privately maintained open space. It is intended that local public works projects, design review plans, site plans, permits, or any other action requiring ministerial or discretionary approval applicable to this area be consistent with the Specific Plan (as well as the DA during its term).

The project site can accommodate a variety of unit types that are permissible under the IASP, including, but not limited to, detached and attached townhomes, live-work units, courtyard housing, stacked flats either in a townhome building, podium or wrapped configuration, and vertical mixed-use building types with residential above commercial. The allowed density maximum under the IASP is 45 dwelling units per gross acre across the Imperial Avalon site (inclusive of West and East Neighborhood) irrespective of the proposed subdivision and future lot lines, but the IASP specifies a maximum of 1,115 dwelling units, equivalent to a maximum density of 41 dwelling units per gross acre.

Setbacks

Buffers between adjacent residential uses to the south will be a minimum of 10 feet. Residential uses to the west are buffered by a setback as well as Grace Avenue. Building setback is measured from the property line to the closest building facade. Minimum

building setbacks above the ground floor are required. Projections, such as balconies, may encroach into the setback.

Height

Per the Specific Plan, no building in the Specific Plan Area shall exceed a height of six (6) stories or eighty-five (85) feet at any point (excluding mezzanines as defined under applicable building codes). Architectural features and rooftop projections (including but not limited to mechanical equipment, stairwells, boiler rooms) may not exceed a maximum height of fifteen (15) feet. Architectural features and rooftop projections are included in the maximum building height limit. However, the maximum building height in the DOR application is as follows: apartment buildings may be up to four (4) stories and sixty-eight feet, six inches (68', 6") in height; and townhomes buildings may be up to three (3) stories and forty-three feet (43'-0") in height.

Parking will be subject to a Parking Management Plan funded and implemented by the Developer to prevent overflow parking on Grace Avenue and other surrounding residential neighborhoods streets.

Lighting

A detailed safety, lighting, and signage lighting plan shall be submitted and approved by the Director of Community Development, prior to issuance of a building permit, where the plan will discuss strategies for avoiding spillover lighting and to ensure pedestrian safety. Lighting for uncovered parking areas, vehicular access ways, and walkways shall not exceed a height of 25 feet. Additional lighting standards apply.

Signage

All signs proposed for the project will be governed by a comprehensive sign program that will provide internal consistency in design style and direction for placement and size of signs, including a standardized wayfinding program. The comprehensive sign program will also include provisions that ensure that lighting from signs shall not significantly intrude upon or impact adjacent residential uses. The comprehensive sign program will be submitted after approval of the Specific Plan for review and approval by Director of Community Development. Additional lighting standards are set forth in the Specific Plan.

Development Agreement

The Applicant submitted an application for a Development Agreement, detailing the obligations of both the Applicant and City of Carson and specifying standards and conditions that will govern the project for the 15-year term of the DA.

Public Benefits

The DA outlines the Public Benefits that the Project will contribute to the City. The development of the Project is expected to realize significant regional and community public benefits, including the following:

Development Agreement Fee

In lieu of the Developer and the Project opting into Citywide Community Facilities District No. 2018-01 ("CFD") (estimated to have a net present value over the life of this Agreement of approximately fourteen million six hundred fifty-eight thousand three hundred sixty-two dollars ($14,658,362.00) and paying Development Impact Fees pursuant to Ordinance No. 19-1931 (estimated to be approximately thirteen million one hundred twenty-seven thousand fourteen dollars ($13,127,014.00) based on current Project features), Developer shall pay a Development Agreement Fee totaling thirty million fifteen thousand three hundred seventy-six dollars ($30,015,376.00) (the "Development Agreement Fee") (this includes an additional fee of $2,000 per residential unit multiplied by 1,115 units even if fewer units are constructed (equal to two million two hundred thirty thousand dollars ($2,230,000.00)).

Developer shall have the right to pay the Development Agreement Fee as prescribed below or cause the Development Agreement Fee contributions and payments to be made by a nonprofit entity in accordance with the terms prescribed by this Agreement. Except as otherwise provided for the Carson Park and Recreation Subsidy and the Initial DA Fee Payment, the amounts prescribed below shall be paid either by the Developer or the nonprofit entity at the City's direction toward specific programs, projects or uses within the following categories: (i) park, recreational and open space site acquisition, facility development and maintenance, (ii) City infrastructure improvements, maintenance and upgrades, and (iii) community recreational benefits and subsidies. The Development Agreement Fee payments are limited to the amounts and subject to the schedule set forth below:

a. Three hundred thousand dollars ($300,000.00) shall be due upon the Effective Date of the DA and shall be used by City to subsidize Carson residents' fees and costs associated with park and recreational registration, trophies and jerseys ("Carson Park and Recreation Subsidy").

b. Five million dollars ($5,000,000.00) shall be due prior to issuance of a grading permit for the Project ("Initial DA Fee Payment"). The City shall have the option to use the Initial DA Fee Payment in whole or in part for low income housing including but not limited to maintenance and upgrades to, and assistance with the preservation of, existing mobilehome parks located throughout the City.

c. Five million dollars ($5,000,000.00) shall be due prior to issuance of a building permit for the first Townhome to be constructed within the Project.

d. Six million dollars ($6,000,000.00) shall be due prior to issuance of a certificate of occupancy for the first Apartment building to be constructed within the Project, and another six million dollars ($6,000,000.00) shall be due upon issuance of a certificate of occupancy for the second Apartment building to be constructed within the Project.

e. Five million dollars ($5,000,000.00) shall be due within six months following issuance of

a certificate of occupancy for the first Apartment building to be constructed within the Project.

f. Two million seven hundred fifteen thousand three hundred and seventy-six dollars ($2,715,376.00) shall be due prior to issuance of a building permit for the 150th Townhome to be constructed within the Project.

Affordable Housing

The Developer, or a related/affiliated entity approved by the Director, shall provide affordable housing or pay an in-lieu fee by choosing one of the following options:

a. Commit to reserve at least 125 units of Lower Income housing (LIH, which refers to housing that is affordable to households which are at or below 80 percent of the Area Median Income), including 41 units of housing affordable to Extremely Low Income households (defined as household with less than 30% of the Area Median Income (AMI), 41 units affordable to households of Very Low Income (30-50% AMI), and 43 units affordable to households of Low Income (51-80% AMI), onsite within the Project; or
b. Commit to construct or convert (from existing non-LIH units) 125 units of new LIH at an off-site location elsewhere in the City; or
c. Pay an in lieu affordable housing fee equal to $11.61 per square foot of the Project's gross residential area for floor area

Senior and Veteran Housing

Prior to issuance of a Certificate of Occupancy, the Developer shall prepare, submit to the City for review, and implement a veterans and senior citizen marketing and outreach program for the Project's Apartment units, subject to the prior written approval of the Director, which approval shall not be unreasonably withheld, conditioned or delayed. Developer shall exclusively market the Project's Apartment units to veterans and their families as well as senior citizens (over the age of 55) who currently reside within the City or the general South Bay area for a period of sixty (60) days prior to the units being offered for rent to the general public ("Exclusive Pre-Lease Period"). During this Exclusive Pre-Lease Period, Developer shall make best efforts to lease units to local veterans and their family members and senior citizens provided that all such applicants meet generally applicable leasing qualifications and criteria imposed by Developer. Nothing in this Agreement shall require that any of the Project Apartment units be actually occupied by local veterans or their family members. Further, nothing in this Agreement requires more than 83 of the total 1,115 units to be leased to senior citizens at a given time

Apartment Enhanced Sustainability and Environmental Benefits

The project will provide enhanced sustainability and environmental benefits as follows:

a. Photovoltaic Panels. Developer shall incorporate approximately 35,000 square feet (total) photovoltaic panels located on the rooftop of the Project parking structure for the Apartments and shall provide conduit for an additional twenty thousand (20,000) square

feet of the Project located on the residential building rooftop to accommodate potential future solar panel installation.

*b. Enhanced Electric Vehicle Charging Stations ("EVCS"). D*eveloper shall equip a total of fifty percent (50%) of the Project parking spaces with an EVCS benefit, as follows: (a) fifteen percent (15%) of the total Project parking spaces shall be full EVCS, with EV chargers installed; and (b) thirty-five percent (35%) of the total Project parking spaces shall have conduit and wiring to allow for future EVCS installation. The electrical panel for all buildings shall be designed such that it can accommodate full EVCS for 50% of parking spaces for the Project. EVCS spaces shall be assigned and managed in accordance with the parking management plan required per the Conditions of Approval, which may require the Developer to convert the EVCS parking spaces that are initially only provided with conduit and wiring into full EVCS parking spaces (with chargers installed) incrementally over time based on tenant need. All Townhomes shall have 240 volt NEMA 14-50 installed in the garage. All Townhomes shall have conduit and wiring for future solar installations.

*c. Mechanical Dwelling Unit System Efficiency Benefit. T*he Project provides a mechanical dwelling unit system with a Seasonal Energy Efficiency Ratio ("SEER") of 15.

d. Lighting Occupancy Sensors and Fenestration Energy Efficiency. Notwithstanding any other provision of this Section 3.5, the Project shall: (i) provide state of the art occupancy sensors consistent with the California Energy Code in place at the time the time of Project permitting; and (ii) purchase and install windows and exterior façade materials consistent with the California Energy Code requirements in place at the time of Project permitting.

Publicly Accessible, Privately Maintained Open Space

Developer will make the Project open space areas, which total approximately 111,581 square feet, accessible to the public during the hours of 7:00 a.m. to 7:00 p.m. Developer shall be fully responsible for all maintenance, care and upkeep of the Public Open Space Areas through the life of the Project; this obligation shall survive any termination or expiration of this Agreement.

Publicly Accessible Pedestrian Bridge

Developer will construct and maintain a pedestrian bridge to allow for pedestrian and bicycle access over the Torrance Lateral Flood Control Channel from the Project to the District at South Bay Specific Plan area. The pedestrian bridge will be accessible to the public at all times. The requirement to construct the pedestrian bridge is contingent upon Developer's ability to obtain all necessary approvals and permits from any Federal, State or local governmental agency with permitting or approval authority over the pedestrian bridge, including but not limited to the Los Angeles County Flood Control District and the

United States Army Corps of Engineers.

If the Developer is unable to obtain all necessary approvals and permits in order to construct the pedestrian bridge or fails to complete construction of the bridge timely in accordance with this provision, then the Developer, prior to issuance of a building permit for the 1st Townhome, shall make a cash contribution of four million dollars ($4,000,000) to City, to be used for the purpose of providing an enhanced art walk leading from the Project site to the District at South Bay Specific Plan and/or other making other pedestrian improvements in the vicinity of the Project site as determined by the City.

Restaurant and Kitchen Timing

The Developer agrees that the restaurant space to be included in the Project's approximately 10,000 square feet (including outdoor/patio space) of ground floor commercial area must include a fully built out kitchen prior to issuance of a certificate of occupancy for the last residential building constructed within the Project.

Art Benefit

The Developer will pay a public art fee equal to one percent (1%) of the total building valuation for all Townhomes and each of the two Apartment buildings. In lieu of paying the Project Art Fee, Developer may incorporate on-site art, including but not limited to art within the exterior north side of the Project facing the 405 freeway, should the value of Developer's onsite art be less than one percent (1%) of the total building valuation for the entire Project as described above, then Developer shall pay the City the difference in its entirety prior to issuance of the certificate of occupancy for the 150th Townhome constructed as part of the Project.

Traffic Signal

Developer will fund and install a new traffic signal at the Project entry location on Avalon Boulevard between the I-405 interchange and 213th Street, in accordance with plans approved by the City's Director of Public Works or his or her designee, which shall include approval of the projected costs. Developer will be eligible for reimbursement of up to 50% of the approved costs of the new traffic signal by City upon completion of the comprehensive redevelopment of the Kott site (located to the east of the Property, north of E. 213th St. and east of Avalon Blvd. to the I-405 freeway).

Avalon 405 Interchange Landscaping Improvement

Prior to issuance of the certificate of occupancy for the second Apartment building or any Townhome, Developer or Developer's Nonprofit shall provide up to one million dollars ($1,000,000.00) in matching funds ("Matching Funds") for landscaping upgrades and improvements for the I-405 interchange at Carson Street and Avalon Boulevard ("I-405 Interchange Upgrades"). Prior to receiving the Matching Funds the City must provide Developer a plan detailing how the I-405 Interchange Upgrades will be implemented, a budget and evidence that the City has received dedicated funds equal or greater than the Matching Funds.

In exchange for all the above benefits to City, the Applicant would receive a "vested right" to proceed with development of the Project in accordance with the "Applicable Laws" as defined in Section 1.4 the DA, generally limiting the City's discretion, following final approval of the DA and the other project entitlements, to change or impose new zoning or development standards for the project or the property for the 15-year term for the Development Agreement. (See DA Articles IV and V).

The following sections of the Development Agreement were updated for additional clarity and precision since it was recommended for City Council approval by the Planning Commission. For a complete redline and strikeout, please refer to the respective Development Agreement Sections:

3.3. Affordable Housing Benefit;
3.7. Publicly Accessible Pedestrian Bridge;
3.12 Purple Pipe; and
4.7 Role of Project Development Approvals.

General Plan Amendment and Zone Change

The Applicant filed a General Plan Amendment application to change the Project site's General Plan land use designation from Regional Commercial and Low Density Residential to Urban Residential, and a Zone Change (ZC) to change the Project site's zoning from Commercial, Automotive and RM-8-D zone to Imperial Avalon Specific Plan.

V. FISCAL IMPACT

See Development Agreement Section of this staff report.

VI. EXHIBITS

1. Ordinance 22-2221, "AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE IMPERIAL AVALON SPECIFIC PLAN (SP NO. 21-19), AND CHANGING THE PROJECT SITE'S ZONING FROM COMMERCIAL AUTOMOTIVE AND RM-8-D TO SPECIFIC PLAN (IMPERIAL AVALON SPECIFIC PLAN) FOR A 1,115 UNIT MIXED USE DEVELOPMENT REFFERED TO AS THE IMPERIAL AVALON PROJECT" (pgs. 18-30)
    a. Legal Description
    b. Imperial Avalon Specific Plan No. 21-19 (<https://ci.carson.ca.)
    c. Specific Plan Conditions of Approval
    d. Zone Change No. 188-19 Map
2. Ordinance 22-2222, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON AND IMPERIAL AVALON LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD." (pgs. 31-87)
    a. Legal Description
    b. Development Agreement No. 23-19
3. Resolution No. 22-243, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

CARSON, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT NO. 105-19 TO CHANGE TO PROJECT SITE'S GENERAL PLAN LAND USE DESIGNATION FROM REGIONAL COMMERCIAL AND LOW DENSITY RESIDENTIAL TO URBAN RESIDENTIAL FOR A 1,115 UNIT MIXED-USE DEVELOPMENT REFERRED TO AS THE IMPERIAL AVALON MIXED-USE PROJECT" (pgs. 88-95)

a. Legal Description
b. General Plan Amendment No. 105-19 Map

Prepared by: Gena Guisar, Contract Planner/Saied Naaseh, Community Development Director

ORDINANCE NO. 22-2221

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA: (1) MAKING, RATIFYING AND AFFIRMING THE CEQA FINDINGS AND ACTIONS OF THE PLANNING COMMISSION RELATED TO CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021010116) WITH RESPECT TO APPROVAL OF SPECIFIC PLAN NO. 21-19 (IMPERIAL AVALON SPECIFIC PLAN) AND ZONE CHANGE NO. 188-19; (2) APPROVING SPECIFIC PLAN NO. 21-19 SUBJECT TO CONDITIONS OF APPROVAL; AND (3) APPROVING ZONE CHANGE NO. 188-19 CHANGING THE PROJECT SITE'S ZONING FROM COMMERCIAL AUTOMOTIVE AND RM-8-D TO IMPERIAL AVALON SPECIFIC PLAN ZONING, FOR A 1,115 UNIT MIXED USE DEVELOPMENT REFFERED TO AS THE IMPERIAL AVALON PROJECT

WHEREAS, on December 17, 2019, the Department of Community Development received an application from Imperial Avalon LLC ("Developer") for certain entitlements for the development of a mixed-use residential and commercial project. The project consists of 764 multi-family residential units in two buildings of up to four stories each, 351 attached/detached and stacked flat townhome units of up to three stories each, 111,581 square feet of publicly accessible open space (including a minimum 22,859 square foot park), and 10,000 square feet of commercial restaurant space, upon real property located at 21207 S. Avalon Blvd. having Assessor's Parcel Numbers 7337-001-025, -026, -027, -028, and -029, and legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Project"); and

WHEREAS, Developer's requested entitlements consist of the following: (1) certification of an Environmental Impact Report (SCH No. 2021010116; the "EIR") for the Project; (2) General Plan Amendment ("GPA") No. 105-19, to change the land use designation of the Property from Regional Commercial/Low Density Residential to Urban Residential; (3) Specific Plan ("SP") No. 21-19, the Imperial Avalon Specific Plan ("IASP"), to establish the development standards and permitted uses for the Property; (4) Zone Change ("ZCC") No. 188-19, to change the Property's zoning from Commercial Automotive/RM-8-D to Imperial Avalon Specific Plan; (5) Development Agreement ("DA") No. 23-19, to grant specified development rights in exchange for provision of specified community benefits; (6) Site Plan Review and Design Review ("DOR") No. 1803-19; and (7) Vesting Tentative Tract Map ("VTTM") No. 83157; and

WHEREAS, the Project requires a Zone Change to change the Project site's zoning from Commercial, Automotive and RM-8-D to Specific Plan (Imperial Avalon Specific Plan); and

WHEREAS, The Specific Plan will include a maximum of 1,115 residential dwelling units (including 764 multi-family units and 351 townhomes) with an approximate overall

density of 41 Dwelling Units/Acre; 10,000 square feet of commercial/restaurant space; and 111,581 square feet of publicly accessible but privately maintained open space (including a 22,859 square foot park).; and

WHEREAS, the proposed Specific Plan and Zone Change, collectively with the other aforementioned entitlements, is considered a "project" as defined by the California Environmental Quality Act, Public Resources Code §21000 et seq. ("CEQA"); and

WHEREAS, the City, as the Lead Agency, has prepared an environmental impact report ("EIR") for the Project; and

WHEREAS, after notice of the time, place and purpose of a 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 21st day of November, 2022, to consider Developer's applications for the Project. Following such public hearing, the Planning Commission: (1) certified the EIR for the Project, made associated CEQA findings, and took associated CEQA actions; (2) approved DOR No. 1803-19 and VTTM No. 83157 contingent upon City Council approval of GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 and subject to the conditions of approval of DOR No. 1803-19 and VTTM No. 83157; and (3) recommended that the City Council approve the GPA No. 105-19, SP No. 21-19 (subject to the conditions of approval thereof), ZCC No. 188-19, and DA No. 23-19; and

WHEREAS, after notice of the time, place and purpose of a public hearing was duly given, the City Council held a public hearing on December 6, 2022, to consider Developer's applications for GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 for the Project, during which the City Council heard testimony and considered all factors both oral and written; and

WHEREAS, following the hearing, the City Council approved GPA No. 105-19 by adoption of Resolution No. 22-243, and by this Ordinance desires to approve (i) ZCC No. 188-19, and (ii) SP No. 21-19 subject to certain conditions of approval, in connection with its approval of the other entitlements associated with the Project, based on the findings set forth herein, including findings of consistency with the City's General Plan, as amended by GPA No. 105-19, and SP No. 21-19, and on the terms set forth herein.

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated fully herein.

Section 2. Following an initial study, a notice of preparation, and scoping, the EIR was prepared, circulated, and made available for public review, all in accordance

with CEQA. The Planning Commission certified the EIR (inclusive of an Errata to the Final EIR) and adopted the Mitigation Monitoring and Reporting Program (MMRP), Findings of Fact, and Statement of Overriding Considerations for the Project on November 21, 2022, all in accordance with CEQA. Electronic copies of the EIR and associated CEQA documents are available at https://ci.carson.ca.us/CommunityDevelopment/ImperialAvalon.aspx. The mitigation measures set forth in the EIR and MMRP are incorporated into the Project as conditions of approval. The City Council hereby makes, ratifies and affirms the Planning Commission's CEQA findings and actions as the Council's own with respect to the approval of SP No. 21-19 and ZCC No. 188-19.

Section 3. Based upon all oral and written reports and presentations made by City staff, Developer, and members of the public, regarding Specific Plan No. 21-19 and Zone Change No. 188-19, including any attachments and exhibits, the City Council hereby finds that:

a) The Specific Plan (Exhibit "B") provides for a project that is located within an area suitable for the proposed use and is in conformance with the General Plan as amended by GPA No. 105-19, and the Imperial Avalon Specific Plan (SP No. 21-19), which is also the zoning designation for the Property pursuant to Zone Change (ZCC) No. 188-19, which would change the zoning map designation for the Property from Commercial Automotive/RM-8-D to Imperial Avalon Specific Plan.

b) The Specific Plan will not be detrimental to the public's health, safety and general welfare, nor will it adversely affect the orderly development or property values for the subject property or areas surrounding it.

c) The Specific Plan is in the best public interest of the City and its residents and will achieve a number of City objectives including ensuring compatibility of the development and use of the site with surrounding uses, providing much needed housing in a variety of housing types, and helping achieve a sustainable balance of residential and non-residential development and a balance of traffic circulation through the City, in furtherance of General Plan goals and objectives.

d) The Specific Plan supports General Plan goal LU-6: A sustainable balance of residential and nonresidential development and a balance of traffic circulation throughout the city. The project promotes a balanced mix of residential development and ground floor, pedestrian-serving commercial restaurant uses. The project provides for the inclusion of commercial restaurant uses that would provide easy access to a variety of foods within close proximity to existing and future residential communities. Consistent with policy LU-6.3, the Specific Plan specifically promotes a mixed-use zone that encourages pedestrian-oriented mobility.

e) The Specific Plan supports General Plan goal LU-7: adjacent land uses that are compatible with one another. The proposed development of the project, with its gradual sensitive transition toward the western edge of the subject property, is compatible with the adjacent single-family residential Grace Avenue neighborhood, and with the project's pedestrian bridge connection over the Torrance lateral flood channel, it will provide

pedestrian access to The District at South Bay specific plan area and the commercial and open space amenities that will be available there.

f) The Specific Plan supports General Plan goal LU-8: Promote mixed-use development where appropriate. The project is proposed as part of the City's ongoing effort to develop new mixed-use corridors. This site is located within close proximity to the Carson Street mixed-use corridor and The District at South Bay proposed development.

g) The Specific Plan supports General Plan goal LU-15: promote development in Carson which reflects the "Livable Communities" concepts. The project encourages the location of housing, jobs, shopping, services, and other activities within easy walking distance of each other. By providing the potential for a variety of housing types, various multifamily unit types which may include affordable housing and senior housing, and for-sale townhome units, the project also supports Policy LU-15.2 which seeks to maintain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live in Carson.

h) The Specific Plan supports General Plan Housing Element Goal 2: encourage the development of a variety of housing to meet needs of the broad spectrum of the community, with a particular emphasis on multifamily housing, and Goal 4: Promote housing opportunities for lower-income households and seniors. By providing a mix of unit types ranging from studios to four-bedroom homes, the project facilitates diversity of housing types and prices, supporting a wide variety of housing needs and promoting a multi-generational community. Additionally, the project supports Goal 4 by providing an exclusive pre-lease period for seniors and establishing a quota for units rented to seniors, recognizing that senior populations benefit from various types of housing models and from providing independent senior housing to meet the diverse needs of Carson's and the region's aging population.

i) The Project includes a zone change request changing the existing zoning district for the Property from Commercial, Automotive and RM-8-D zone to Imperial Avalon Specific Plan zoning district, which shall have standards substantially in compliance with the Imperial Avalon Specific Plan.

j) The zone change, to be effectuated by this ordinance, is consistent with the General Plan, as amended pursuant to GPA No.105-19. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Imperial Avalon Specific Plan, the Imperial Avalon Specific Plan standards and regulations shall prevail. The proposed "Imperial Avalon" zone and Urban Residential General Plan Land Use designation will allow the development of up to 1,115 residential units, 10,000 square feet of commercial/restaurant uses and 111,581 square feet of publicly accessible but privately maintained open space, in furtherance of General Plan goals, policies and objectives.

k) The zone change from Commercial, Automotive and RM-8-D to Imperial Avalon Specific Plan is compatible with the surrounding uses and compatible/consistent with a General Plan land use designation of Urban Residential upon approval of GPA No. 105-19.

Section 4. Based on the aforementioned findings, the City Council hereby (i) approves Specific Plan No. 21-19 subject to the Conditions of Approval attached hereto as Exhibit "C"; and (ii) approves Zone Change No. 188-19. Copies of Specific Plan No. 21-19 and Zone Change No. 188-19 (map) are attached hereto as Exhibits "B" and "D", respectively, and are incorporated herein by this reference.

Section 5. This Ordinance shall take effect concurrent with effectiveness of City of Carson Ordinance No. 22-2222. If and when the Development Agreement No. 23-19 should terminate pursuant to Article 7 thereof, this Ordinance will automatically terminate concurrently therewith without any action needing to be taken by the City Council.

Section 6. 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 7. 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 6th day of December, 2022.

_____

Mayor Lula Davis-Holmes

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM

_____
Sunny Soltani, City Attorney

_____

EXHIBIT “A”

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: LOT 1 OF TRACT NO. 71206, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1400, PAGES 1 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM PORTIONS OF SAID LAND ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED IN DEED RECORDED DECEMBER 08, 1960 AS INSTRUMENT NO. 1520 OFFICIAL RECORDS, AND IN DEED RECORDED MAY 18, 1959 AS INSTRUMENT NO. 590 OFFICIAL RECORDS.

APN: 7337-001-025
APN: 7337-001-026
APN: 7337-001-027
APN: 7337-001-028
APN: 7337-001-029

EXHIBIT “B”
SPECIFIC PLAN

The Imperial Avalon Specific Plan can be found at the following link:
https://ci.carson.ca.us/content/files/pdfs/planning/docs/projects/ImperialAvalon/PC_11-21-22/Specific%20Plan%20SP%20No.%2021-19.pdf

EXHIBIT “C”

Conditions of Approval of SP No. 21-19
[see next page]

CITY OF CARSON

COMMUNITY DEVELOPMENT

CONDITIONS OF APPROVAL

IMPERIAL AVALON SPECIFIC PLAN No. 21-19

These "Conditions of Approval" shall govern the Imperial Avalon Specific Plan ("Specific Plan"), located at 21207 Avalon Boulevard in the City of Carson ("Project Site"). The "Project" consists of a mixed use project including 1,115 residential dwelling units, 10,000 square feet of restaurant area, and a 22,859 square foot of publicly accessible but privately maintained open space area within the Imperial Avalon Specific Plan. The Project is proposed by the "Applicant" which currently consists of Imperial Avalon, 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 Imperial Avalon Specific Plan.

2. The adopted Ordinance approving the Imperial Avalon 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 Specific Plan, Final Environmental Impact Report (FEIR), Mitigation Monitoring and Reporting Program (MMRP), and 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 comply with all City, county, state, and federal regulations applicable to the Project.

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

6. 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 provisions.

7. The applicant shall update the Specific Plan document, if deemed necessary by the Community Development Director, consistent with all approvals and revisions approved by the City Council.

8. City Approvals. All approvals by City, 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 January 19, 2021 Reimbursement Agreement.

9. Reimbursement Agreement. A trust deposit account shall be established and maintained pursuant to the Reimbursement Agreement, dated January 19, 2021.

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 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 site improvements 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

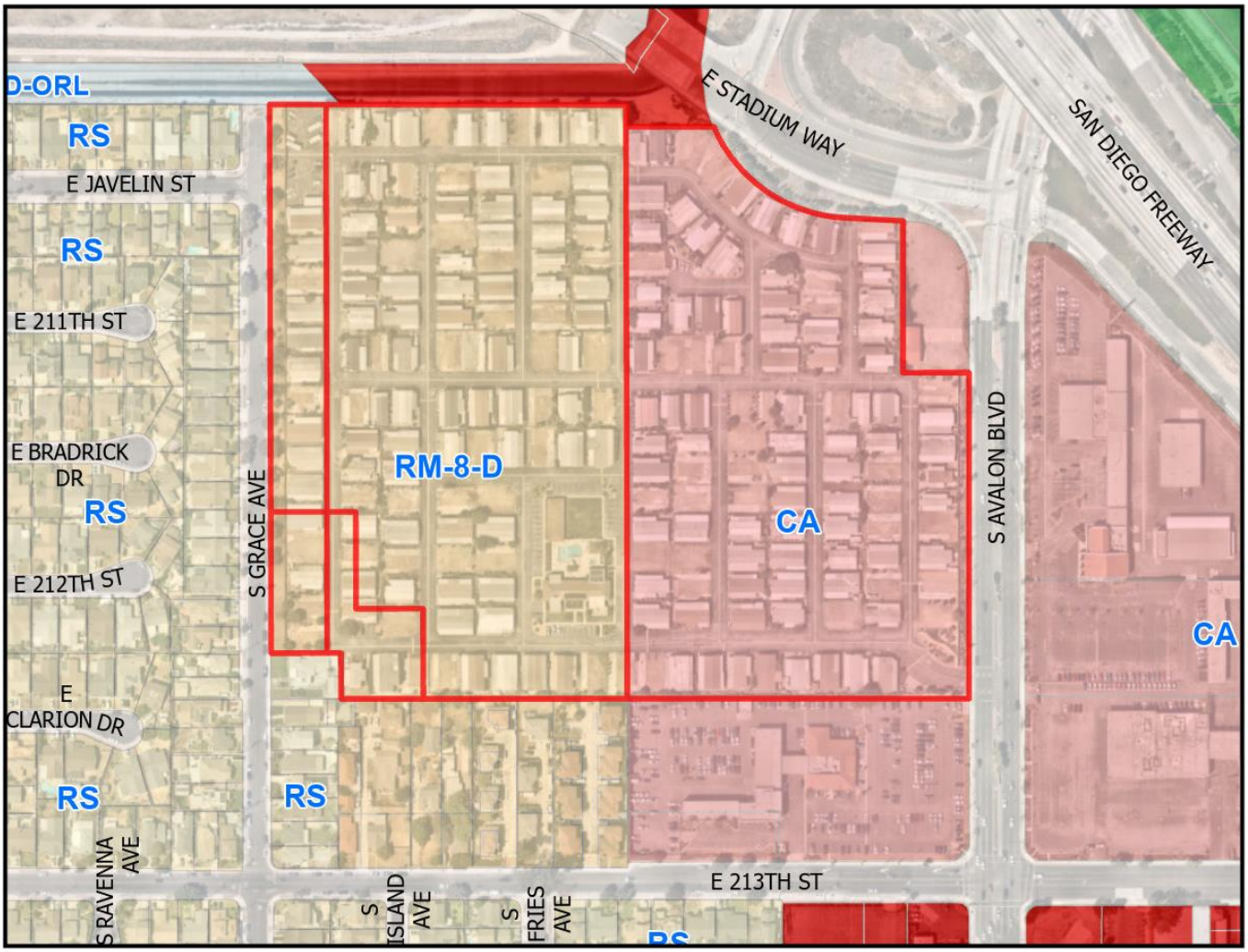
11. Vehicular Gates. The location and design of all proposed vehicular gates shall be reviewed and approved by the City's traffic engineer and the Los Angeles County Fire Department.

12. Pedestrian Gates. The location, design and access control methods for all proposed pedestrian gates, including access gates for the pedestrian bridge, shall be reviewed and approved by the Director of Community Development prior to the issuance of any building permit.

EXHIBIT “D”
Zone Change Map

AMENDMENT TO THE MAP DESIGNATION

Zone Change Case No. 188-19



The site, as shown above, is currently designated as follows:

ZONING MAP: Commercial, Automotive and RM-8-D

It is proposed that the site be amended to the following:

ZONING MAP: Specific Plan (IASP - #21)

PARCELS

7337-001-025, 7337-001-026, 7337-001-027, 7337-001-028 & 7337-001-029

EXHIBIT NO. 1D

ORDINANCE NO. 22-2222

AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA: (1) MAKING, RATIFYING AND AFFIRMING THE CEQA FINDINGS AND ACTIONS OF THE PLANNING COMMISSION RELATED TO CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021010116) WITH RESPECT TO APPROVAL OF DEVELOPMENT AGREMENT NO. 23-19; AND (2) APPROVING DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON AND IMPERIAL AVALON LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD.

WHEREAS, California Government Code Sections 65864 *et seq.* 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 December 17, 2019, the Department of Community Development received an application from Imperial Avalon LLC ("Developer") for certain entitlements for the development of a mixed-use residential and commercial project. The project consists of 764 multi-family residential units in two buildings of up to four stories each, 351 attached/detached and stacked flat townhome units of up to three stories each, 111,581 square feet of publicly accessible open space (including a minimum 22,859 square foot park), and 10,000 square feet of commercial restaurant space, upon real property located at 21207 S. Avalon Blvd. having Assessor's Parcel Numbers 7337-001-025, -026, -027, -028, and -029, and legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Project"); and

WHEREAS, Developer's requested entitlements consist of the following: (1) certification of an Environmental Impact Report (SCH No. 2021010116; the "EIR") for the Project; (2) General Plan Amendment ("GPA") No. 105-19, to change the land use designation of the Property from Regional Commercial/Low Density Residential to Urban Residential; (3) Specific Plan ("SP") No. 21-19, the Imperial Avalon Specific Plan ("IASP"), to establish the development standards and permitted uses for the Property; (4) Zone Change ("ZCC") No. 188-19, to change the Property's zoning from Commercial Automotive/RM-8-D to Imperial Avalon Specific Plan; (5) Development Agreement ("DA") No. 23-19, to grant specified development rights in exchange for provision of specified community benefits; (6) Site Plan Review and Design Review ("DOR") No. 1803-19; and (7) Vesting Tentative Tract Map ("VTTM") No. 83157; and

WHEREAS, the application for DA No. 23-19, which, if approved by the City, would approve a Development Agreement between City and Developer ("Agreement"), was submitted pursuant to Government Code Sections 65864 through 65869.5; and

WHEREAS, after notice of the time, place and purpose of a 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 21st day of November, 2022, to consider Developer's applications for the Project. Following such public hearing, the Planning Commission: (1) certified the EIR for the Project, made associated CEQA findings, and took associated CEQA actions; (2) approved DOR No. 1803-19 and VTTM No. 83157 contingent upon City Council approval of GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 and subject to the conditions of approval of DOR No. 1803-19 and VTTM No. 83157; and (3) recommended that the City Council approve the GPA No. 105-19, SP No. 21-19 (subject to the conditions of approval thereof), ZCC No. 188-19, and DA No. 23-19; and

WHEREAS, after notice of the time, place and purpose of a public hearing was duly given, the City Council held a public hearing on December 6, 2022, to consider Developer's applications for the Project, including the Agreement, and following such hearing, during which the City Council heard testimony and considered all factors both oral and written, the City Council approved GPA No. 105-19 via adoption of City Council Resolution No. 22-243 and approved ZCC No. 188-19 and SP No. 21-19 (subject to certain conditions of approval) via adoption of City Council Ordinance No. 22-2221, in connection with adoption of this Ordinance, and now desires by this Ordinance to approve the Agreement after findings of consistency with the City's General Plan, as amended by GPA No. 105-19, and SP No. 21-19.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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. Following an initial study, a notice of preparation, and scoping, the EIR was prepared, circulated, and made available for public review, all in accordance with CEQA. The Planning Commission certified the EIR (inclusive of an Errata to the Final EIR) and adopted the Mitigation Monitoring and Reporting Program (MMRP), Findings of Fact, and Statement of Overriding Considerations for the Project on November 21, 2022, all in accordance with CEQA. Electronic copies of the EIR and associated CEQA documents are available at https://ci.carson.ca.us/CommunityDevelopment/ImperialAvalon.aspx. The mitigation measures set forth in the EIR and MMRP are incorporated into the Project as conditions of approval. The City Council hereby makes, ratifies and affirms the Planning Commission's CEQA findings and actions as the Council's own with respect to the approval of DA No. 23-19.

Section 3. 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 consistent with the provisions of Government Code Sections 65864 through 65869.5.

b) The Agreement provides for a project that is located within an area suitable for the proposed use and is in conformance with the General Plan as amended by GPA No. 105-19, and the Imperial Avalon Specific Plan (SP No. 21-19), which is also the zoning designation for the Property pursuant to Zone Change (ZCC) No. 188-19, which would change the zoning map designation for the Property from Commercial Automotive/RM-8-D to Imperial Avalon Specific Plan.

c) The Agreement provides for a public convenience through significant monetary benefits which will contribute directly or indirectly to programs and services designed to provide for the health, safety and welfare of the public, thereby exhibiting good land use practices. The Agreement specifies the Community Benefits in Article 3, including the Development Agreement Fee in Section 3.1.

d) The Agreement will not be detrimental to the public's health, safety and general welfare, nor will it adversely affect the orderly development or property values for the subject property or areas surrounding it.

e) The Agreement is in compliance with the procedures established by the City as required by Government Code Section 65865(c).

f) 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.

g) The Agreement specifies the contents required by Government Code Section 65865.2, including without limitation the 15-year term of the Agreement in Section 2.1 and other project details in Recital E.

(h) The Agreement includes conditions, terms, restrictions and requirements for development of the subject property in Article 4 (without limitation) and as permitted in Section 65865.2 of the Government Code.

(i) The Agreement contains provisions in Article 7 for termination of the Agreement prior to expiration of its term.

(j) The Agreement provides for amendment or cancellation in whole or in part, by mutual consent of the parties to the Agreement or their successors in interest, as required in Section 65868 of the Government Code.

(k) The Agreement is in the best public interest of the City and its residents and will achieve a number of City objectives including ensuring compatibility of the development and use of the site with surrounding uses, providing much needed housing in a variety of housing types, and helping achieve a sustainable balance of residential and non-residential development and a balance of traffic circulation through the City, in furtherance of General Plan goals and objectives.

(l) The Agreement supports General Plan goal LU-6: A sustainable balance of residential and nonresidential development and a balance of traffic circulation throughout the city. The project promotes a balanced mix of residential development and ground floor, pedestrian-

serving commercial restaurant uses. The project provides for the inclusion of commercial restaurant uses that would provide easy access to a variety of foods within close proximity to existing and future residential communities. Consistent with policy LU-6.3, the Specific Plan specifically promotes a mixed-use zone that encourages pedestrian-oriented mobility. For the same reasons, the Agreement also supports SP No. 21-19.

(m) The Agreement supports General Plan goal LU-7: adjacent land uses that are compatible with one another. The proposed development of the project, with its gradual sensitive transition toward the western edge of the subject property, is compatible with the adjacent single-family residential Grace Avenue neighborhood, and with the project's pedestrian bridge connection over the Torrance lateral flood channel, it will provide pedestrian access to The District at South Bay specific plan area and the commercial and open space amenities that will be available there. For the same reasons, the Agreement also supports SP No. 21-19.

(n) The Agreement supports General Plan goal LU-8: Promote mixed-use development where appropriate. The project is proposed as part of the City's ongoing effort to develop new mixed-use corridors. This site is located within close proximity to the Carson Street mixed-use corridor and The District at South Bay proposed development. For the same reasons, the Agreement also supports SP No. 21-19.

(o) The Agreement supports General Plan goal LU-15: promote development in Carson which reflects the "Livable Communities" concepts. The project encourages the location of housing, jobs, shopping, services, and other activities within easy walking distance of each other. By providing the potential for a variety of housing types, various multifamily unit types which may include affordable housing and senior housing, and for-sale townhome units, the project also supports Policy LU-15.2 which seeks to maintain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live in Carson. For the same reasons, the Agreement also supports SP No. 21-19.

(p) The Agreement supports General Plan Housing Element Goal 2: encourage the development of a variety of housing to meet needs of the broad spectrum of the community, with a particular emphasis on multifamily housing, and Goal 4: Promote housing opportunities for lower-income households and seniors. By providing a mix of unit types ranging from studios to four-bedroom homes, the project facilitates diversity of housing types and prices, supporting a wide variety of housing needs and promoting a multi-generational community. Additionally, the project supports Goal 4 by providing an exclusive pre-lease period for seniors and establishing a quota for units rented to seniors, recognizing that senior populations benefit from various types of housing models and from providing independent senior housing to meet the diverse needs of Carson's and the region's aging population. The project also mandates deed restricted affordable housing units to be provided either on- or off-site, or alternatively, payment of an in-lieu affordable housing fee.

(q) The Agreement provides, in Section 4.7, that any tentative map prepared for the Project subdivision will comply with Government Code Section 66473.7.

(r) The provisions of the Agreement are consistent with the General Plan, as amended by GPA No. 105-19, and all applicable specific plans.

Section 4. Based on the aforementioned findings, the City Council hereby approves the Agreement, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this

reference, 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 30th day following its adoption by the City Council. However, if and when the Agreement should terminate pursuant to Article 7 thereof, this Ordinance will automatically terminate concurrently therewith without any action needing to be taken 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 effect 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 _____ day of _____, 2022.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM

_____
Sunny K. Soltani, City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: LOT 1 OF TRACT NO. 71206, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1400, PAGES 1 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM PORTIONS OF SAID LAND ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED IN DEED RECORDED DECEMBER 08, 1960 AS INSTRUMENT NO. 1520 OFFICIAL RECORDS, AND IN DEED RECORDED MAY 18, 1959 AS INSTRUMENT NO. 590 OFFICIAL RECORDS.

APN: 7337-001-025
APN: 7337-001-026
APN: 7337-001-027
APN: 7337-001-028
APN: 7337-001-029

EXHIBIT NO. 2A

EXHIBIT "B"

DEVELOPMENT AGREEMENT NO. 23-19

SEE ATTACHED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Carson
701 E Carson Street
Carson, CA 90745
Attn: Planning Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into on the ____ day of _____, 2022 ("**Execution Date**"), by and between the City of Carson, a municipal corporation of the State of California ("**City**"), and IMPERIAL AVALON, LLC, a California limited liability company ("**Developer**"). The City and Developer shall be referred to jointly within this Agreement as the "Parties" and individually as a "Party."

RECITALS

A. *The Development Agreement Statute.* California Government Code Sections 65864 *et seq.* ("**Development Agreement Law**") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation, and comprehensive planning and identifying the economic costs of such development.

B. *Orderly Development; Public Benefits.* The City Council finds that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Project will achieve a number of City objectives, including the orderly development of the Property and the provision of public benefits, or funds therefor, to the City and its residents.

C. *The Property.* Developer owns the property located at 21207 South Avalon Boulevard in the City of Carson, County of Los Angeles, State of California (APNs 7337-001-025, 7337-001-026, 7337-001-027, 7337-001-028, and 7337-001-029) ("**Property**"). The General Plan land use designation for the Property is Regional Commercial and Low Density Residential and the Property is zoned Commercial Automotive (CA) and RM-8-D (Design Overlay). The City is currently in the process of updating its General Plan. The Carson General Plan 2040 Update identifies the site as "Downtown Mixed Use." The Property is currently improved and in operation as a mobilehome park, known as Imperial Avalon Mobile Estates ("**Imperial Avalon**" or the "**Park**").

D. *The Park.* Developer filed an application for approval of Relocation Impact Report No. 05-20 ("**RIR**") related to Park closure pursuant to CMC Section 9128.21 in early 2020 (the "**Closure Application**"). The Closure Application was heard and conditionally approved by the City's Planning Commission on May 13, 2020, via adoption of Planning Commission Resolution No. 20-2695. Following an administrative appeal to the City

Council, on July 7, 2020, the City Council adopted City Resolution No. 20-113, affirming the Planning Commission's decision subject to imposition of added and modified conditions as set forth the "Amended Conditions of RIR No. 05-20" which are attached to said resolution ("the **RIR Conditions**"), and specifying the earliest possible date of Park closure (i.e., the earliest date when residents may be compelled to vacate the Park) as January 1, 2022, subject to issuance of the required notices of termination of tenancy (the "**Closure Approval**"). As required by the Closure Approval, Developer has executed and recorded on title to the Property a "Declaration of Lease Covenants, Conditions and Restrictions Applicable to Park Closure Pursuant to Government Code § 27281.5" (the "**Option C Covenant**"). Furthermore, Developer has agreed to provide certain enhancements to the relocation impact mitigation measures set forth in the RIR Conditions for the benefit of the displaced Park residents, which enhancements were set forth in a letter from Developer to the Park residents dated September 9, 2021, and Developer may agree to provide further enhancements at a later date (collectively, the "**Enhancements**"). Developer has not yet issued the required 6-month notice of termination of tenancy, which is a prerequisite of Park closure. As of the Effective Date hereof, some residents remain in the Park while some have vacated the Park voluntarily pursuant to early termination agreements entered into with the Developer in accordance with the RIR Conditions, and implementation/satisfaction of the RIR Conditions remains pending and underway. Developer still intends, and has the right, to issue the requisite 6-month notice of termination of tenancies and thereafter close the Park during the effective period of the Closure Approval, although the precise dates of such actions are not currently known. It is understood and was decided by the City in acting upon the Closure Application that the Closure Application and the City's review and decision thereon was exempt from California Environmental Quality Act ("**CEQA**") review and did not constitute a "project" within the meaning of CEQA. On that basis, a Notice of Exemption was filed in connection with the Closure Approval on July 17, 2020, and no CEQA-related challenges were filed within the applicable 35 day statute of limitations period.

E. *The Project.* Developer desires to re-develop the Property as a mixed-use residential and commercial development (the "**Project**"). The Project consists of 764 multi-family residential units within two buildings of up to four stories (or sixty-eight feet, six inches [68'6"] each, including at least one parking structure per building, each on their own lot on the eastern portion of the Property (the "**Apartments**"), 351 attached/detached and stacked flat townhome units of up to three stories (or thirty-eight feet, six inches [38'6"]) each, all located on another lot on the western portion of the Property (the "**Townhomes**"), for a total of 1,115 residential units and a density of 41 dwelling units per acre, 111,581 square feet of publicly accessible open space (including a minimum 22,859 square foot park), and 10,000 square feet of commercial space, all of which shall be restaurant use(s). To that end, on October 3, 2019, Developer filed a development permit application with the City (Master Redevelopment Project No. PL10044) seeking various entitlements to develop the Project (collectively, the "**Development Application**"). The City determined the Development Application complete on December 24, 2019.

F. *Project EIR and Entitlements.* The City is the lead agency, within the meaning of the California Environmental Quality Act, Public Resources Code § 21000 *et seq.* ("**CEQA**"), for purposes of conducting environmental review of the Project. The City finds and

determines that all actions required of City precedent to approval of this Agreement have been duly and regularly taken. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq.* ("**CEQA**"), appropriate studies, analyses, reports, documents, and errata were prepared and considered by the Planning Commission and the City Council. The Planning Commission, after a duly noticed public hearing on November 21, 2022, certified the Environmental Impact Report ("**EIR**") and adopted a Statement of Overriding Considerations for the Project in accordance with CEQA. The Project is identified in the EIR as Alternative 3 and is fully assessed in the EIR and the errata thereto.

G. *Project Approvals.* On the same day, the Planning Commission, after giving notice pursuant to the CMC and Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Development Application, and following the hearing, adopted Planning Commission Resolution No. 22-___, which: (i) made CEQA findings and determinations as referenced above; (ii) conditionally approved Site Plan and Design Overlay Review ("**DOR**") No. 1803-19 and Vesting Tentative Tract Map ("**VTTM**") No. 83157 for the Project subject to City Council approval of General Plan Amendment ("**GPA**") No. 105-19 (changing the General Plan land use designation for the Property from Regional Commercial/Low Density Residential to Urban Residential), Specific Plan ("**SP**") No. 21-19 (Imperial Avalon Specific Plan), Zone Change ("**ZCC**") No. 188-19 (changing the Property zoning from Commercial Automotive (CA)/Residential, multifamily – 8 units per acre (RM-8) with a Design Overlay to Imperial Avalon Specific Plan [IASP]), and Development Agreement ("**DA**") No. 23-19 (this Agreement, inclusive of the Adopting Ordinance); and (iii) recommended that the City Council approve GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 for the Project (DOR No. 1803-19, VTTM No. 83157, GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 collectively, together with the EIR, the "**Entitlements**").

H. On _____, 2022, the City Council, after provision of the public notice required by law, held a public hearing to consider the Development Application and the Planning Commission's actions and recommendations thereon, and following the hearing, conditionally approved GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 as set forth in City Council Resolution No. 22-___. 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.

I. *Developer's Interest in the Property.* Developer currently owns the Property and as such, possesses the requisite equitable interest in the Property under Government Code Section 65865 that allows the Parties to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL DEFINITIONS.

In addition to those terms defined within the above Recitals and elsewhere within this Agreement, the following terms shall bear the meanings set forth below:

1.1 "**Adopting Ordinance**" means Ordinance No. _____ approving this Agreement, introduced on _____, 2022 and adopted on _____, 2022.

1.2 "**Agreement**" means this Development Agreement, including all of its exhibits.

1.3 "**Annual Review**" means the annual review of the Developer's performance under this Agreement in accordance with Article 6 of this Agreement.

1.4 "**Applicable Laws**" means, collectively, the following:

a. The Project Development Approvals.

b. The Existing Land Use Regulations.

c. Subsequent Development Approvals.

d. Those Subsequent Land Use Regulations to which Developer has agreed in writing.

e. The Closure Approval and associated covenants and agreements, including without limitation the Option C Covenant and the Enhancements.

1.5 "**Approval Date**" means the date on which the City Council conducted the second reading of the Adopting Ordinance. That date is _____, 2022.

1.6 "**CFD**" means any Community Facilities District that is applicable to the Property and formed pursuant to the Mello Roos Community Facilities Act of 1982.

1.7 "**City**" means the City of Carson, a California Charter city.

1.8 "**City Council**" means the City Council of the City of Carson.

1.9 "**CMC**" means the Carson Municipal Code.

1.10 "**Conditions of Approval**" means all conditions imposed on the Project by the City, including (without limitation) those recommended by the Los Angeles County Fire Department, as part of the approval of the Project.

1.11 "**Director**" means the City's Community Development Director, or his or her designee.

1.12 "**Developer**" means IMPERIAL AVALON, LLC, a California limited liability company, and its successors and assigns to all or any part of the Property.

1.13 "**Developer's Vested Right**" means Developer's right to complete the Project in accordance with, and to the full extent permitted under, the Applicable Laws and this Agreement, as more fully set forth in Articles IV-V of this Agreement.

1.14 **"Development"** means the improvement of the Property for the purposes of completing the structures, improvements, and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and other facilities and improvements necessary or appropriate for the Project, and the maintenance, repair, or reconstruction of any building, structure, improvement, landscaping or facility after the construction and completion thereof.

1.15 "**Development Approvals**" means all Project-specific non-legislative approvals. Development Approvals include, but are not limited to, plans, maps, permits, site plans, design guidelines, variances, conditional use permits, grading, building, and other similar permits, environmental assessments, including environmental impact reports, and any amendments, addenda or modifications to those matters. "Development Approvals" does not include (i) rules, regulations, policies, and other enactments of general application within the City, (ii) legislative enactments, or (iii) any matter where City has reserved authority under Article 5 of this Agreement. Development Approvals are not Land Use Regulations.

1.16 "**Development Plan**" means Developer's plan for completion of the Project in compliance with and to the full extent of the Project Development Approvals and Applicable Laws.

1.17 "**Effective Date**" means the date on which the Adopting Ordinance becomes effective, or thirty (30) days after the second reading of the Adopting Ordinance.

1.18 "**Entitlements**" means this Agreement, and the other Entitlements and approvals listed in Recital G.

1.19 "**Exhibit**" means an exhibit to this Agreement, unless otherwise specifically referenced to a different agreement or document. The following exhibits are incorporated into the Agreement by reference as though set forth in full:

Exhibit A	Legal description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Public Open Space Areas
Exhibit D	Pedestrian Bridge

1.20 "**Existing Land Use Regulations**" means (i) all Land Use Regulations in effect on the Effective Date and (ii) any changes to Land Use Regulations enacted on or after the Approval Date and before the Effective Date for which Developer has provided its written consent to allow those changes to apply to the Project.

1.21 "**Land Use Regulations**" are laws and regulations enacted through legislative actions of the City Council. Land Use Regulations include ordinances, laws, resolutions, codes,

rules, regulations, policies, requirements, guidelines or other actions of City, including but not limited to the City's General Plan and the CMC (including the Carson Zoning Ordinance, Chapter 1 of Article IX of the CMC) which affect, govern or apply to the development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, 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. "Land Use Regulations" do not include (i) Development Approvals, (ii) regulations relating to the conduct of business, professions, and occupancies generally, (iii) taxes and assessments, (iv) regulations for the control and abatement of nuisances, (v) health and safety regulations, or (vi) any other matter reserved to the City pursuant to Article 5 of this Agreement.

1.22 "**Mortgage**" means a mortgage, deed of trust, or other security instrument encumbering the Property.

1.23 "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or each of their respective successors and assigns.

1.24 "**Project**" as described this Agreement, means the development of the Property consistent with and to the full extent of the Project Development Approvals and all applicable Land Use Regulations.

1.25 "**Project Development Approvals**" means all Development Approvals, inclusive of the Entitlements and all Conditions of Approval. Project Development Approvals include, without limitation, all Development Approvals needed or desired by Developer to complete the Project, provided that those Development Approvals are consistent with Developer's Vested Right, this Agreement, and the City's General Plan and the Carson Zoning Ordinance. The Entitlements (minus this Agreement), as examples of Project Development Approvals, have been or are anticipated to be approved, subject to the Conditions of Approval, prior to or in conjunction with the approval of this Agreement.

1.26 "**Property**" means the real property described in Exhibit "A" and shown in Exhibit "B."

1.27 "**Reservation of Authority**" means the limitations, reservations, and exceptions to Developer's Vested Right set forth in Article 5 of this Agreement.

1.28 "**Subsequent Land Use Regulations**" means those Land Use Regulations which are both adopted and effective on or after the Approval Date and which are not included within the definition of Existing Land Use Regulations.

1.29 **"Subsequent Development Approvals"** means all Development Approvals issued subsequent to the Effective Date in connection with development of the Property, which shall include, without limitation, any changes to the Development Approvals.

1.30 "**Term**" shall have the meaning ascribed to it in Section 2.1, unless earlier terminated as provided in this Agreement.

2. TERM & GENERAL COVENANTS.

2.1 Term. The term of this Agreement (the "**Term**") starts on the Effective Date and shall expire 15 years after City's approval of the last of the Entitlements, subject to any early termination provisions described in this Agreement. The Term and expiration date of all Entitlements and Project Development Approvals shall also be extended to 15 years consistent with the Term of this Agreement.

2.2 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the development of the Property for completion of the Project, including actions by the City on applications for Subsequent Development Approvals affecting the Property, shall be subject to the terms and provisions of this Agreement.

2.3 Agreement Runs with the Land. This Agreement shall be recorded and shall run with the land. Pursuant to Government Code Section 65868.5, the burdens of this Agreement and each of its provisions shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties, including, but not limited to, all parties that enter into lease agreements with Developer for possession of any part of the Property.

2.4 Covenant Against Discrimination. The 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. The 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.

2.5 Construction Timing and Park Closure. Developer covenants that Project construction will not commence until the existing mobilehome park at the Property (i.e., the Park) has been closed and all remaining Park residents or occupants have vacated the Property.

2.6 Park Closure Application and Covenants. Developer further acknowledges that nothing in this Agreement is intended to supersede or negate the benefits committed to Park residents (current or former) approved through the separate Closure Approval or associated covenants or agreements, including the Option C Covenant and the Enhancements, which are unrelated to the Project and this Agreement.

3. DEVELOPER'S OBLIGATIONS AND COMMUNITY BENEFITS.

As consideration for the granting of Developer's Vested Right in accordance with Article 4 below and subject to the City's Reservation of Authority set forth in Article 5 below, Developer shall do all of the following:

3.1 Comprehensive Development Agreement Fee

In lieu of the Developer and the Project opting into Citywide Community Facilities District No. 2018-01 ("CFD") (estimated to have a net present value over the life of this Agreement of

approximately fourteen million six hundred fifty-eight thousand three hundred sixty-two dollars ($14,658,362.00) and paying Development Impact Fees pursuant to Ordinance No. 19-1931 (estimated to be approximately thirteen million one hundred twenty-seven thousand fourteen dollars ($13,127,014.00) based on current Project features), Developer shall pay a Development Agreement Fee totaling thirty million fifteen thousand three hundred seventy-six dollars ($30,015,376.00) (the "Development Agreement Fee") (this includes an additional fee of $2,000 per residential unit multiplied by 1,115 units even if fewer units are constructed pursuant to Section 12.5 (equal to two million two hundred thirty thousand dollars ($2,230,000.00)). Developer shall have the right, in its sole and absolute discretion, to pay the Development Agreement Fee as prescribed below or cause the Development Agreement Fee contributions and payments to be made by a nonprofit entity in accordance with the terms prescribed by this Agreement. Except as otherwise provided for the Carson Park and Recreation Subsidy and the Initial DA Fee Payment in Sections 3.1.1-3.1.2, the amounts prescribed below shall be paid either by the Developer or the nonprofit entity at the City's direction toward specific programs, projects or uses within the following categories: (i) park, recreational and open space site acquisition, facility development and maintenance, (ii) City infrastructure improvements, maintenance and upgrades, and (iii) community recreational benefits and subsidies ("Development Agreement Fee Categories"). The Development Agreement Fee payments are limited to the amounts and subject to the schedule set forth below, unless the Developer and City agree to an earlier payment date, and shall be paid directly from the Developer or the nonprofit entity to the City:

3.1.1 Three hundred thousand dollars ($300,000.00) shall be due upon the Effective Date of this Agreement, and shall be used by City to subsidize Carson residents' fees and costs associated with park and recreational registration, trophies and jerseys ("Carson Park and Recreation Subsidy").

3.1.2 Five million dollars ($5,000,000.00) shall be due prior to issuance of a grading permit for the Project ("Initial DA Fee Payment"). The City shall have the option to use the Initial DA Fee Payment in whole or in part for low income housing including but not limited to maintenance and upgrades to, and assistance with the preservation of, existing mobilehome parks located throughout the City.

3.1.3. Five million dollars ($5,000,000.00) shall be due prior to issuance of a building permit for the first Townhome to be constructed within the Project.

3.1.4. Six million dollars ($6,000,000.00) shall be due prior to issuance of a certificate of occupancy for the first Apartment building to be constructed within the Project, and another six million dollars ($6,000,000.00) shall be due upon issuance of a

certificate of occupancy for the second Apartment building to be constructed within the Project..

3.1.5 Five million dollars ($5,000,000.00) shall be due within six months following issuance of a certificate of occupancy for the first Apartment building to be constructed within the Project.

3.1.6. Two million seven hundred fifteen thousand three hundred and seventy-six dollars ($2,715,376.00) shall be due prior to issuance of a building permit for the 150th Townhome to be constructed within the Project.

3.2 Nonprofit Entity

In the event that the payments outlined in Section 3.1 are made by a nonprofit, such nonprofit will be formed pursuant to Internal Revenue Code Section 501(c)(3) and will be authorized to manage and distribute Development Agreement Fee funds for the purposes described in Section 3.1 ("Nonprofit"). Developer shall provide City with copies of all documents related to the creation and ongoing operation of the Nonprofit, including but not limited to the governing instruments, the application(s) for tax exemption under federal and state law, any exemption approvals, and annual tax forms. City shall not be obligated to review and/or approve any such documents or filings. Developer is solely responsible for the accuracy and timely filing of all such documents and shall obtain its own tax advice.

Developer shall comply with all federal and state laws governing the creation and operation of the Nonprofit. If Developer receives notice from the IRS or State of a suspension or revocation of nonprofit status or any other issue, Developer shall inform City immediately of the notice and the affirmative steps Developer will take to cure any suspension or revocation or other issue.

City does not represent or warrant that the management and distribution of Development Agreement Fee funds by the Nonprofit is authorized by federal or state law. Developer and its successors shall be jointly and severally liable with the Nonprofit for payment of the Development Agreement Fee in accordance with this Agreement. If the Nonprofit fails to make Development Agreement Fee payments, or if the Nonprofit's exempt status is suspended or revoked, Developer shall make the Development Agreement Fee payments prior to the issuance of the permits and certificates described in Section 3.1.

3.3 Affordable Housing Benefit

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 first Apartment building constructed on the Property, the Developer, or a related/affiliated entity approved by the Director and jointly and severally liable with Developer (and subject to Section 3.3.4 below), shall perform one of the following affordable housing public benefit options, the selection of which shall be in its sole and absolute discretion: (i) commit, via execution and recordation on title to the Property of a deed restriction in a form acceptable to the City Attorney, to reserve at least 125 units of lower income housing, including 41 units of Extremely Low Income (<30% of Area Median Income ["**AMI**"]), 41 units of Very Low Income (30-50% AMI), and 43 units of Low Income (51-80% AMI) (all of the foregoing affordable housing categories collectively, "**Lower**

Income Housing," or "**LIH**"), onsite within the Project; (ii) commit, via execution and recordation on title to the below-referenced (in this Section and Sections 3.3.1 - 3.3.2) offsite-location of a deed restriction in a form acceptable to the City Attorney, to construct or convert (from existing units) 125 units of new LIH at an off-site location elsewhere in the City, which off-site location is subject to approval of the Director, and which units must be in excess of any affordable housing requirements otherwise required for the project site within which they will be constructed; or (iii) pay an in lieu affordable housing fee equal to $11.61 per square foot of the Project's gross residential floor area for the Apartments and Townhomes. If in any case where the Developer provides only a portion of the 125 Lower Income Housing units referenced above, Developer may satisfy the balance of the affordable housing obligation by paying a proportionately-reduced in lieu fee payment. For example, if Developer provides seventy-five (75) percent of the 125 Lower Income units, then the balance of the affordable housing obligation may be satisfied by paying twenty-five (25) percent of the required in lieu fee payment.

3.3.1 Should Developer or the related/affiliated entity elect to satisfy the affordable housing obligation set forth in Section 3.3(ii) above by constructing or converting 125 units of new LIH offsite at another Director-approved location within the City ("**Offsite Affordable Units**"), Developer or the affiliated/related entity shall have five years from the Effective Date of this Agreement to either: (i) in the case of construction, obtain a building permit and commence construction within said timeframe, and thereafter diligently pursue the construction to completion as determined by the Director in his reasonable discretion; or (ii) in the case of conversion, fully complete the conversion of the Offsite Affordable Units such that the units are ready and approved for occupancy (with the deed restriction in place as required above). Developer shall not satisfy this obligation by converting any existing housing units that are rented at or below Lower Income Housing levels (i.e., that are already affordable to any household at or below 80% AMI), even if such existing units are not deed restricted. If Developer elects to convert existing units, evidence must be provided to the Director for approval in the form of rent history demonstrating that the existing units to be converted are all above all the Lower Income Housing restricted rent levels at the time of conversion.

3.3.2 For any avoidance of doubt, if Developer or its related/affiliated entity elects to construct the Offsite Affordable Units within "Cell 1" of the District at South Bay Specific Plan area, then the 125 Offsite Affordable Units must be in excess of the current State Surplus Land Act requirement that 25 percent of the total number of units be constructed on that property for affordable housing. Should Developer or the related/affiliated entity elect to provide Section 3.3(ii) OffSite Affordable Units but fail to comply with any of the applicable timing requirements set forth in Section 3.3.1, then Developer or the related/affiliated entity shall, within thirty (30) days of such failure, pay the City the applicable affordable housing in lieu fee set forth in Section 3.3(iii) above.

3.3.3 If the Developer ever fails to pay the in-lieu affordable housing fee within thirty (30) days of it becoming due, whether such fee becomes due pursuant to Section 3.3(iii) or Section 3.3.2, a daily penalty of one thousand dollars ($1,000.00) shall be assessed subject to the notice and cure provisions of Section 7.2 of this Agreement.

3.3.4 The Developer shall remain fully and ultimately responsible to perform any obligation undertaken by a related/affiliated entity pursuant to this Section 3.3.

3.4 Senior and Veteran Housing.

3.4.1. Prior to issuance of a Certificate of Occupancy, the Developer shall prepare, submit to the City for review, and implement a veterans and senior citizen marketing and outreach program for the Project's Apartment units, subject to the prior written approval of the Director, which approval shall not be unreasonably withheld, conditioned or delayed. Developer shall exclusively market the Project's Apartment units to veterans and their families as well as senior citizens (over the age of 55) who currently reside within the City or the general South Bay area for a period of sixty (60) days prior to the units being offered for rent to the general public ("Exclusive Pre-Lease Period"). During this Exclusive Pre-Lease Period, Developer shall make best efforts to lease units to local veterans and their family members and senior citizens provided that all such applicants meet generally applicable leasing qualifications and criteria imposed by Developer. Nothing in this Agreement shall require that any of the Project Apartment units be actually occupied by local veterans or their family members. Further, nothing in this Agreement requires more than 83 of the total 1,115 units to be leased to senior citizens at a given time .

3.4.2. Commencing two years after issuance of a certificate of occupancy for the second Apartment building, Developer shall demonstrate to the City on an annual basis that at least eighty-three (83) of the Project's Apartment units are rented to senior citizens (defined as fifty-five (55) years or older) ("Project Senior Obligation"). The Developer shall demonstrate it is meeting the Project Senior Obligation by providing rental information or other form of occupancy verification confirming that seniors are renting at least 83 of the Project Apartment units. For every unit less than 83 that is not rented to a senior citizen as defined in this Section 3.4.2, Developer shall provide the City a payment equivalent to the average in place amount of an equivalent floorplan market rate unit occupied in the Project ("Project Senior Obligation Payment"). The Project Senior Obligation Payment shall be used for low income and senior housing services throughout the City.

3.5 Apartment and Townhome Enhanced Sustainability and Environmental Benefits. Developer shall agree to incorporate the following enhanced sustainability and environmental benefits into construction of the Apartments and Townhomes for the Project. In recognition of the enhanced environmental benefits provided by the Project Apartments and Townhomes through this Section 3.5, the City shall subject the Project Apartments and Townhomes to the 2019 California Building Standards Code as applicable to and/or adopted by the City pursuant to CMC Article VIII, provided Developer submits a conceptual design package to the City's Building & Safety Department on the City Building & Safety Department's Online Plan check (BSOP) website prior to January 1, 2023. The conceptual design package shall consist of a schematic set of development and design plans for all disciplines with sufficient detail for the City to undertake zoning compliance review, but shall not be required to include landscaping, structural, energy, accessibility, mechanical, electrical and/or plumbing related plans and design, provided it is within the City's legal discretion to deem such submittal complete as necessary to facilitate such grandfathering under applicable state and local law. A full set of construction plans with all disciplines shall be submitted prior to January 1, 2024 for the Apartments and Townhomes. If the Building & Safety plan check application validity period of one year plus the two six-month extension periods thereafter expire prior to issuance of the required permits/approvals (expected to include, without limitation, rough grading approval and building pad/foundation permits), then the plans will expire and will be required to meet the code in effect at the time of such expiration, and new plan check fees will be required.

a. **Photovoltaic Panels.** Developer shall incorporate approximately 35,000 square feet (total) photovoltaic panels located on the rooftop of the Project parking structure for the Apartments and shall provide conduit and wiring for an additional twenty thousand (20,000) square feet of Apartment building rooftop to accommodate potential future solar panel installation.

b. **Enhanced Electric Vehicle Charging Stations ("EVCS").** Developer shall equip a total of fifty percent (50%) of the Project parking spaces with an EVCS benefit, as follows: (a) fifteen percent (15%) of the total Project parking spaces shall be full EVCS, with EV chargers installed; and (b) thirty-five percent (35%) of the total Project parking spaces shall have conduit and wiring to allow for future EVCS installation. The electrical panel for all buildings shall be designed such that it can accommodate full EVCS for 50% of parking spaces for the Project. EVCS spaces shall be assigned and managed in accordance with the parking management plan required per the Conditions of Approval, which may require the Developer to convert the EVCS parking spaces that are initially only provided with conduit and wiring into full EVCS parking spaces (with chargers installed) incrementally over time based on tenant need. All Townhomes shall have 240 volt NEMA 14-50 installed in the garage. All Townhomes shall be have conduit and wiring for future solar installations.

c. **Mechanical Dwelling Unit System Efficiency Benefit.** The Project provides a mechanical dwelling unit system with a Seasonal Energy Efficiency Ratio ("SEER") of 15.

d. Lighting Occupancy Sensors and Fenestration Energy Efficiency. Notwithstanding any other provision of this Section 3.5, the Project shall: (i) provide state of the art occupancy sensors consistent with the California Energy Code in place at the time the time of Project permitting; and (ii) purchase and install windows and exterior façade materials consistent with the California Energy Code requirements in place at the time of Project permitting.

3.6. Publicly Accessible, Privately Maintained Open Space. Developer shall make the Project open space areas identified on Exhibit C attached to this Agreement ("**Public Open Space Areas**"), which total approximately 111,581 square feet, accessible to the public during the hours of 7:00 a.m. to 7:00 p.m. Developer shall be fully responsible for all maintenance, care and upkeep of the Public Open Space Areas through the life of the Project; this obligation shall survive any termination or expiration of this Agreement.

3.7. Publicly Accessible Pedestrian Bridge. Developer shall work with the City to design, construct and maintain ~~the~~ a pedestrian bridge at Developer's sole cost and conceptually identified on Exhibit D attached to this Agreement, subject to City Engineer approval, to allow for pedestrian and bicycle access over the Torrance Lateral Flood Control Channel (BI 1232–Line A) from the Project site to the District at South Bay Specific Plan area. Developer shall also be responsible to pay for any permits, air rights, and all other costs associated with delivering a functional and complete bridge. All applicable codes including but not limited to building and fire codes shall be adhered to. The pedestrian bridge ~~will~~ shall be accessible to the public at all times. ~~The requirement to C~~construction of the pedestrian bridge is contingent upon ~~Developer's~~ the Parties' ability to obtain all necessary approvals, easements, rights, and permits from any Federal, State or local governmental agency with permitting or approval authority over the pedestrian

bridge, including but not limited to the Los Angeles County Flood Control District and the United States Army Corps of Engineers. Developer shall make, and shall demonstrate to the Director upon request, reasonable best efforts to obtain the required approvals and permits and to construct the pedestrian bridge prior to issuance of the first ~~certificate of occupancy~~building permit for the Project, or within five years of the Effective Date of this Agreement, whichever is later. If, by such time, ~~Developer has~~the Parties have ~~secured the necessary approvals and has~~ made substantial progress toward securing the necessary approvals and permits or with construction of the bridge, as determined by the Director, then the Director may grant extensions of time as may be necessary to allow for completion of securing the necessary approvals and permits and/or completion of construction of the bridge, provided Director determines for each extension that Developer has been diligently pursuing securing the necessary permits and approvals and completion of construction without delay and is continuing to make substantial progress. If the ~~Developer is~~Parties are unable to obtain all necessary approvals and permits in order to construct the pedestrian bridge or fail~~s~~ to complete construction of the bridge timely in accordance with this provision, then the Developer (or its nonprofit entity described in Section 3.1, subject to the requirements of Section 3.2), prior to issuance of the first building permit for the Project, or within five years of the Effective Date of this Agreement, whichever is later, ~~a certificate of occupancy for the 150th Townhome or the occupancy permit for the second Apartment building, whichever is sooner,~~ constructed as part of the Project, shall make a cash contribution of four million dollars ($4,000,000) to City, to be used for the purpose of providing an enhanced art walk leading from the Project site to the District at South Bay Specific Plan and/or other making other pedestrian improvements in the vicinity of the Project site as determined by the City. This sum shall be additional to the Development Agreement Fee. If the Developer ever fails to pay the $4,000,000 within thirty (30) days of it becoming due, then subject to the notice and cure provisions of Section 7.2 of this Agreement, liquidated damages in the amount of one thousand dollars ($1,000.00) per day that any portion of the payment is outstanding shall be assessed, as the Parties agree that is such event the determination of actual damages for the delay in performance of this obligation would be extremely difficult or impractical to determine. The Developer shall be responsible to reimburse the City for all costs of the ~~Developer shall be fully responsible for all~~ maintenance, care, and upkeep of the pedestrian bridge through the life of the Project; this obligation shall survive any termination or expiration of this Agreement.

3.8 Restaurant and Kitchen Timing. Developer agrees that the restaurant space to be included in the Project's approximately 10,000 square feet (including outdoor/patio space) of ground floor commercial area must include a fully built out kitchen prior to issuance of a certificate of occupancy for the last residential building constructed within the Project.

3.9 Art Benefit. Prior to issuance of the first building permit for the Townhomes and prior to issuance of building permits for each of the two Apartment buildings, the Developer shall pay a public art fee equal to one percent (1%) of the total building valuation for all Townhomes and each of the two Apartment buildings (i.e., all Project buildings) as determined by the City's Building Official in accordance with the Marshall-Swift Valuation Guide per the City Building Official's standard practice ("**Project Art Fee**").

In lieu of paying the Project Art Fee, Developer may incorporate on-site art, including but not limited to art within the exterior north side of the Project facing the 405 freeway, to the satisfaction of the Director, in which case Developer shall submit a Project art plan, valuation, and

implementation plan to the Director prior to issuance of the first Project building permit. Unless otherwise approved by the Director pursuant to the art implementation plan, Developer's on-site art which corresponds to a particular building shall be installed prior to issuance of a certificate of occupancy for the corresponding building, and art that does not correspond to any particular building shall be installed within six months following issuance of the certificate of occupancy for the first Apartment building constructed as part of the Project. Individual art valuations shall be submitted for each Project building prior to issuance of building permits for the respective buildings. Should the value of Developer's onsite art be less than one percent (1%) of the total building valuation for the entire Project as described above, then Developer shall pay the City the difference in its entirety prior to issuance of the certificate of occupancy for the 150th Townhome constructed as part of the Project.

3.10 Traffic Signal. Developer shall fund and install a new traffic signal at the Project entry location on Avalon Boulevard between the I-405 interchange and 213th Street, in accordance with plans approved by the City's Director of Public Works or his or her designee, which shall include approval of the projected costs. Developer will be eligible for reimbursement of up to 50% of the approved costs of the new traffic signal by City upon completion of the comprehensive redevelopment of the Kott site (located to the east of the Property, north of E. 213th St. and east of Avalon Blvd. to the I-405 freeway). Developer shall submit plans for the traffic signal with an estimate of the cost prior to issuance of the first building permit issued for the Project and shall complete installation prior to issuance of the first Project certificate of occupancy.

3.11 Carson and Avalon 405 Interchange Landscaping Improvement. Prior to issuance of the certificate of occupancy for the second Apartment building or any Townhome, Developer or Developer's Nonprofit identified in Section 3.2 shall provide up to one million dollars ($1,000,000.00) in matching funds ("Matching Funds") for landscaping upgrades and improvements for the I-405 interchange at Carson Street and Avalon Boulevard ("I-405 Interchange Upgrades"). Prior to receiving the Matching Funds, the City must provide Developer a concept plan detailing how the I-405 Interchange Upgrades will be implemented, a budget and evidence that the City is in possession dedicated funds equal or greater than the Matching Funds.

3.12 **Purple Pipe.** Developer shall install recycled water purple pipe onsite and shall coordinate the tie-in of the onsite recycled water purple pipe infrastructure for future connections to offsite purple pipe infrastructure extensions as such connections become available. Notwithstanding any other provision of this Agreement, this Section 3.12 shall supersede and prevail over the Condition of Approval of VTTM No. 83157 pertaining to purple pipe to the extent of a conflict.

4. DEVELOPMENT OF THE PROPERTY.

4.1 Scope of Developer's Vested Right. Subject to the Reservation of Authority set forth in Article 5, Developer shall have the vested right to develop the Project in accordance with and to the full extent permitted under the Applicable Laws and this Agreement ("**Developer's Vested Right**").

4.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum

height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property, shall be as set forth in the Existing Land Use Regulations which were in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

4.3 Rights under State and Federal Law. Developer shall retain all rights it has under state and federal law, including, but not limited to, Developer's rights under Government Code Section 65865.2, which provides that subsequent discretionary actions shall not prevent development of the Property for the uses and to the density or intensity of development set forth in the Project Development Approvals.

4.4 Apportionment. Developer shall have the right to apportion the uses, intensities, and densities of the Project between itself and any subsequent owners, upon the sale, transfer, or assignment of all or any portion of the Property, so long as such apportionment is consistent with the Applicable Laws and this Agreement.

4.5 Lesser Development. Except as otherwise provided in this Agreement: without amending this Agreement, Developer shall have the right to elect to develop and construct upon all or any portion of the Property a Project of lesser height or building size than that permitted by the Project Development Approvals provided that the Project otherwise complies with the Project Development Approvals and this Agreement.

4.6 Project Development Approvals; Subsequent Development Approvals. The Project Development Approvals for the Project may require the processing of Subsequent Development Approvals. Subject to the provisions of Section 4.7 below, the City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The parties acknowledge that subject to the Existing Land Use Regulations, under no circumstances shall City be obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition. However, unless otherwise requested by Developer, City shall not, without good cause, amend or rescind any Subsequent Development Approvals respecting the Property after such approvals have been granted by the City. Processing of Subsequent Development Approvals or changes in the Project Development Approvals made pursuant to Developer's application shall not require an amendment to this Agreement. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Existing Land Use Regulations.

4.7 Role of Project Development Approvals. Except as provided within this Agreement, the Project Development Approvals shall exclusively control the uses of the Property, the density or intensity of use, 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. Pursuant to Government Code Section 66452.6, the term of any tentative map for the Property or any portion thereof, if any, filed within the term of this Agreement shall automatically be extended for the term of this Agreement, as amended by the Project Development Approvals. In addition, Developer shall have the right to commence Project construction of both Apartment buildings within the Project prior to the

recordation of an approved final subdivision map No. 83157. However, the approved final subdivision map must be recorded prior to occurrence of either of the following: (i) issuance of any building permits for the Townhomes; (ii) issuance of a certificate of occupancy for either of the Apartment buildings. Neither the Apartment lots nor the Apartment buildings may be individually sold prior recordation of the approved final subdivision map No. 83157. Any tentative map prepared for the Project subdivision will comply with Government Code Section 66473.7.

4.8 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 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.

4.9 Maintaining Property. The Property must at all times be maintained and generally kept in a clean condition, in accordance with the CMC and the City's code enforcement regulations.

5. CITY'S RESERVATION OF AUTHORITY.

Notwithstanding Developer's Vested Right, the Project is subject to the following Subsequent Land Use Regulations:

5.1 City's Discretion Under Applicable Laws. In considering future applications, if any, for a Subsequent Development Approval, the City may exercise its regulatory discretion to the extent permitted by the Applicable Laws.

5.2 Uniform Codes. Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, or other such Uniform Codes, and also adopted by City as Subsequent Land Use Regulations, but only if: (i) the Project is not subjected to the 2019 codes pursuant to Section 3.5 of this Agreement; and (ii) such changes are applicable City-wide.

5.3 Emergencies. Emergency rules, regulations, laws, and ordinances within the City's police power that would limit the exercise of Developer's Vested Right ("**Conflicting Emergency Regulations**"), provided that the Conflicting Emergency Regulations:

a. Result from a sudden, unexpected emergency declared by the President of the United States, Governor of California, County Board of Supervisors and applicable to incorporated areas, including the City, or the City Council;

b. Address a clear and imminent danger, with no effective reasonable alternative available that would have a lesser adverse effect on Developer's Vested Right;

c. Do not primarily or disproportionately impact the development of the Project; and

d. Are based upon findings of necessity established by a preponderance of the evidence at a public hearing.

5.4 Laws of Other Jurisdictions. Other public agencies not subject to control by City may possess authority to regulate aspects of the Project. This Agreement does not limit the authority of such other public agencies. Therefore:

a. Federal, state, county, and multi-jurisdictional laws and regulations (the "**Additional Regulations**"), including regional impact fees, which City is required to enforce against the Property or the Project, except if the Additional Regulations are for the purpose of mitigating a significant or potentially significant impact that has already been mitigated pursuant to the Project's EIR.

b. If an Additional Regulation is enacted after the Effective Date and prevents or precludes compliance with one or more of the provisions of this Agreement, those provisions shall be modified or suspended as may be necessary to comply with the Additional Regulation. In that event, this Agreement shall remain in full force and effect to the extent it is not inconsistent with the Additional Regulation and to the extent that the suspension or modification necessitated by the Additional Regulation does not deny one of the Parties its primary benefits under this Agreement.

c. Developer shall apply in a timely manner for such other permits and approvals that are lawfully required by other governmental or quasi-governmental agencies in order to allow the Project to be constructed. City shall provide Developer reasonable cooperation in Developer's efforts to obtain such permits and approvals. The Parties shall cooperate and use reasonable efforts in coordinating the implementation of the Development with other public agencies, if any, having jurisdiction over the Property or the Project.

5.5 Modification or Suspension by Federal or State Laws. In the event that Federal or State laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

5.6 Employment Outreach for Local Residents. A goal of the City with respect to this Project and other major projects within the City is to foster employment opportunities for Carson residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, the 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 as the City shall approve. Developer shall also notify the City of jobs available at the Project such that the 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 paragraph 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 5.6 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

5.7 Prevailing Wages. Developer's cost of developing the Project and constructing all of the on-site and off-site improvements, if any, at or about the Property required to be constructed for the Project shall be borne by Developer. Developer is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will defend, hold harmless, and indemnify City in the event Developer fails to do so. As the City is not providing any direct or indirect financial assistance to Developer, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. Accordingly, it is believed by the parties that Developer is not required to pay prevailing wages in connection with any aspect of the Development or the construction of the Project. However, to the extent that (contrary to the parties' intent) it is determined that Developer was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, Developer shall defend, indemnify, and hold the City (which, for purposes of this section, shall include its related agencies, officers, employees, agents and assigns) 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. City shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Developer's consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter.

5.8 Fees, Taxes, and Assessments.

a. **Processing Fees**. The Developer shall pay all processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Project Development Approvals, including but not limited to, City Attorney fees incurred by City for the review, preparation and negotiation of the Entitlements, inclusive of this Agreement, at a rate of $495 per hour for partners and $395 per hour for associates, and for monitoring compliance with any Project Development Approvals granted or issued, in accordance with the Reimbursement and Indemnification Agreement entered into by and between the Parties effective December 16, 2019, and as amended and restated pursuant to the First Amended Reimbursement and Indemnification Agreement entered

into by and between the Parties effective June 1, 2022, and as the same may be amended from time to time by mutual agreement of the Parties.

b. **Permit Fees**. Except as expressly provided in this Agreement, Developer shall pay all standard permit fees and other fees and charges which are standard and uniformly-applied to similar projects in the City.

c. **Master Community Facilities District.** On November 7, 2018, the City formed a Master CFD entitled City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) (the "**Master CFD**") for the purpose of funding the maintenance of public infrastructure within the area of the Master CFD which is within the City's jurisdictional boundaries (the "**Services**"). In light of the substantial Developer contributions towards infrastructure, parks and other public benefits as set forth in Article 3 of this Agreement secured through payment of the Development Agreement Fee, it is understood that the City will not annex the Property or the Project into the Master CFD for the life of the Project. This provision shall survive the Term of the Agreement.

d. **Development Impact Fee.** In light of the substantial Developer contributions towards infrastructure, parks and other public benefits as set forth in Article 3 of this Agreement secured through payment of the Development Agreement Fee, it is understood that the City will not assess Development Impact Fees pursuant to Ordinance No. 19-1931. Accordingly, the Parties understand, acknowledge and agree that no credits or reimbursements will be available to Developer pursuant to Ordinance No. 19-1931 or any provision of the CMC (as may be amended) to offset, reduce or refund any portion of the Development Agreement Fee.

e. **General Charges**. Nothing herein shall prohibit the application of the following, if lawfully imposed upon the Property, excluding any existing or future CFD:

(i) Additional Taxes, Fee, and Charges. Developer, or Developer's Project occupants, shall pay all normal and customary taxes, fees, and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City, which are standard and uniformly-applied to similar properties in the City.

(ii) Developer , or Developer's Project occupants, shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as business license fees or taxes, sales or use taxes, transient occupancy taxes, utility taxes, and public safety taxes;

(iii) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any Uniform Code.

(iv) Developer, or Developer's Project occupants, shall be obligated to pay any utility fees and charges, including amended rates thereof, for City services such as electrical utility charges, water rates, and sewer rates.

5.9 Inconsistencies. It is expressly agreed that in the event of any inconsistency between the provisions or conditions of the Existing Land Use Regulations or Conditions of Approval and the provisions of this Agreement, the provisions of this Agreement shall govern. The conditions of such Existing Land Use Regulations and Conditions of Approval shall be interpreted insofar as possible to prevent such inconsistency, and in the event this Agreement is silent concerning an issue, the conditions of the Existing Land Use Regulations and Conditions of Approval shall govern. As between several instruments and regulations governing the Project, in the event of a clear and explicit conflict which cannot be resolved through interpretation, the following interpretive priorities shall apply: (i) the terms of this Agreement shall prevail over the provisions of the Existing Land Use Regulations and Project Development Approvals except where the Conditions of Approval are more restrictive, in which event the Conditions of Approval shall prevail; (ii) the terms of the Project Development Approvals shall prevail over the terms of the Existing Land Use Regulations, except where such Existing Land Use Regulations are legally preemptive; and (iii) the terms of the Project Development Approvals shall take priority over the provisions of the CEQA instruments and EIR approved in conjunction with the Project, except where the EIR is legally preemptive.

6. ANNUAL REVIEW.

6.1 Timing of Annual Review. Pursuant to Government Code Section 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Developer with the terms of this Agreement ("**Annual Review**"). No failure on the part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement, nor shall it be deemed a breach on the part of Developer. The cost of the Annual Review shall be borne by Developer and Developer shall pay the actual and reasonable costs incurred by the City for such review.

6.2 Special Review. The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City's sole cost ("**Special Review**"). Developer shall cooperate with the City in the conduct of such Special Reviews.

6.3 Standards for Annual Review. During the Annual Review, Developer shall demonstrate good faith compliance with the terms of this Agreement. "**Good faith compliance**" shall be established if Developer is in substantial compliance with the material terms and conditions of this Agreement.

6.4 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. The procedure for an Annual Review or Special Review shall be as follows:

a. As part of either an Annual Review or Special Review, within ten (10) days of a request for information by the City, the Developer shall deliver to the City all information and supporting documents reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement, and (ii) as required by the Existing Land Use Regulations.

b. The City Manager, or his/her designee, shall prepare and submit to Developer a written report on the performance of this Agreement and identify any perceived deficiencies in Developer's performance of this Agreement. The Developer may submit written responses to the report and Developer's written response shall be included in the City Manager's report. If the City Manager determines that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual or Special Review shall be concluded.

c. If any deficiencies are noted, or if requested by a Councilmember, a public hearing shall be held before the City Council at which the Council will review the City Manager's report. The report to Council shall be made at a regularly-scheduled City Council meeting occurring as soon as possible, subject to the requirements of the Brown Act, after the commencement of the Annual or Special Review process outlined in this Section 6.4. If the City Council finds and determines, based on substantial evidence, that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Article 7.

d. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 13.11.

6.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, upon written request by Developer, issue a Certificate of Agreement Compliance ("**Certificate**") to Developer stating that after the most recent Annual Review or Special Review and based upon the information known or made known to the City Manager, Planning Commission, and City Council that (i) this Agreement remains in effect and (ii) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer shall at its cost record the Certificate with the County Recorder. Additionally, Developer may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Property, or any lot or parcel within the Property.

6.6 Review Process Not a Prerequisite to Declaring a Default. Neither the Annual Review nor Special Review procedure is a prerequisite to either party declaring a default

and initiating the default and cure procedure in Article 7. In other words, either party may declare a default at any time without first undertaking the Annual Review or Special Review process.

6.7 Public Hearings. The public hearing prescribed by Section 6.4 is independent of, and in addition to, any further hearing procedures relating to defaults and remedies prescribed in Article 7 below. Thus, if the City Council finds that the Developer has not substantially complied with the terms and conditions of this Agreement as part of a review process pursuant to Section 6.4 and determines to declare a default, the City Council is still required to follow the notice/cure process (Section 7.2) and the termination hearing process (Section 7.4) before terminating this Agreement.

7. DEFAULTS AND REMEDIES.

7.1 Remedies Available. The parties acknowledge and agree that other than the termination of this Agreement pursuant to Article 7, specific performance, injunctive and declaratory relief are the only remedies available for the enforcement of this Agreement and knowingly, intelligently, and willingly waive any and all other remedies otherwise available in law or equity. Accordingly, and not by way of limitation, and except as otherwise provided in this Agreement, Developer shall not be entitled to any money damages from City by reason of any default under this Agreement. Further, Developer shall not bring an action against City nor obtain any judgment for damages for a regulatory taking, inverse condemnation, unreasonable exactions, reduction in value of property, delay in undertaking any action, or asserting any other liability for any matter or for any cause which existed or which the Developer knew of or should have known of prior to the time of entering into this Agreement, Developer's sole remedies being as specifically provided above. Developer acknowledges that such remedies are adequate to protect Developer's interest hereunder and the waiver made herein is made in consideration of the obligations assumed by the City hereunder.

7.2 Declaration of Default & Opportunity to Cure.

a. Rights of Non-Defaulting Party after Default. The parties acknowledge that both parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein except as provided in Section 7.1. Before this Agreement may be terminated or action may be taken to obtain judicial relief the party seeking relief ("**Non-Defaulting Party**") shall comply with the notice and cure provisions of this Section 7.2.

b. Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("**Defaulting Party**") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure (the "**Default Notice**"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take

such actions and cure such default within thirty (30) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if such non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

(i) 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;

(ii) Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default;

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

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

(v) Diligently prosecutes such cure to completion.

Then the Defaulting Party shall not be deemed in breach of this Agreement.

7.3 Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may seek termination of this Agreement, in which case the Non-Defaulting Party shall provide the Defaulting Party with a written notice of intent to terminate this Agreement ("**Termination Notice**"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate this Agreement within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default or a copy of the Default Notice) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate this Agreement will only be rescinded if so determined by the City Council pursuant to Section 7.4.

7.4 Hearing Opportunity Prior to Termination. If Developer is the Defaulting Party pursuant to Section 7.3, then the City's Termination Notice to Developer shall additionally specify that Developer has the right to a hearing prior to the City's termination of any Agreements ("**Termination Hearing**"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Developer shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

a. Decide to terminate this Agreement; or

b. Determine that Developer is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

c. Impose conditions on a finding of default and a time for cure, such that Developer's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, or such other interests that the City and public may have in the Project.

7.5 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (iii) the indemnification provisions of Article 8. Termination of this Agreement pursuant to this Section 7 shall automatically terminate the Project Development Approvals.

7.6 Waiver of Breach. By not challenging any Development Approval within ninety (90) days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement.

7.7 Interest on Monetary Default. In the event Developer fails to perform any monetary obligation under this Agreement, Developer shall pay interest thereon at the rate of six and one-half percent (6.5%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

8. THIRD PARTY LITIGATION.

8.1 Indemnity Obligations on Third-Party Claims

a. Developer hereby agrees to indemnify, defend, and hold City, its officers, agents, employees, members of its City Council and any commission, partners and representatives ("**City Indemnitees**") harmless from any and all claims, actions, suits, damages, liabilities, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "**Claims**"), asserted against City or City Indemnitees arising out of or in connection with this Agreement, including, without limitation, (i) City's approval of this Agreement and all documents related to any of the Project Development Approvals, Conditions of Approval, permits, or other entitlements for the Project and issues related thereto (including, without limitation, City's determinations regarding CEQA compliance and/or any other development incentives granted to the Project), (ii) the development of the Project, (iii) liability for damage or claims for damage for personal injury including death and claims

for property damage which may arise from, or are attributable to, Developer's (or Developer's contractors, subcontractors, agents, employees or other persons acting on Developer's behalf ("**Developer's Representatives**")) performance of its obligations under this Agreement and/or the negligence or misconduct of Developer or of Developer's Representatives which relate to the Project or the Property, and (iv) Developer's failure to comply with any applicable federal, state or local law, rule, or regulation, including, but not limited to, those relating to industrial hygiene or to environmental conditions on, under or about the Property, such as (without limitation) soil and groundwater conditions.

b. The City shall provide the Developer with notice of the pendency of such Claims within ten (10) days of being served or otherwise notified of such Claims and shall request that the Developer defend such action. The Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. In all cases, City shall have the right to utilize the City Attorney's office in any legal action. The Developer shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees. If the Developer fails to provide the deposit, and after compliance with the provisions of this Section 8.1, the City may abandon the action and the Developer shall pay all costs resulting therefrom and City shall have no liability to the Developer. The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. City agrees that it shall fully cooperate with the Developer in the defense of any matter in which the Developer is defending and/or holding the City harmless.

8.2 Hold Harmless: Developer's Construction, and Other Activities. The Developer shall defend, save and hold the 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 the Developer's or the Developer's agents, contractors, subcontractors, agents, or employees' Project construction activities and operations under this Agreement, whether such Project construction activities and operations be by the Developer or by any of the Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's agents, contractors or subcontractors. Nothing herein shall be construed to mean that the Developer shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

8.3 Loss and Damage. City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. City shall not be liable for any injury or damage to

persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature. Nothing herein shall be construed to mean that the Developer shall bear liability for the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors or subcontractors.

8.4 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successor, or for breach of any obligation of the terms of this Agreement.

8.5 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

8.6 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive expiration or sooner termination of this Agreement for any reason other than a default by City.

9. INSURANCE.

9.1 Types of Insurance.

a. **Public Liability Insurance**. Prior to commencement and until completion of construction of improvements by Developer on the Property, Developer shall, at its sole cost and expense, keep or cause to be kept in force, for the mutual benefit of City and Developer, comprehensive broad form general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage. Such policy shall provide protection of at least $5,000,000 for bodily injury or death to any one person, at least $5,000,000 for any one accident or occurrence, and at least $5,000,000 for property damage, and $10,000,000 in the aggregate.

b. **Worker's Compensation**. To the extent Developer and its contractors utilize employees for any portion of the Project, Developer and such contractors shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that Developer and any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

c. **Automobile Liability Insurance**. Developer shall ensure that all contractors with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder maintains automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Developer arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

d. **Pollution Liability Insurance**. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $5,000,000 dollars per claim and $10,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

e. **Builder's Risk Insurance.** Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area. The City and Developer shall each be included as Loss Payee for their respective insurable interest.

f. **Professional Liability Insurance.** Professional liability insurance appropriate to the profession for any design work. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of the services or the termination of this Agreement. During this additional 5-year

period, Developer shall annually and upon request of the City submit written evidence of this continuous coverage.

g. **Other Insurance**. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City and Developer. Developer shall ensure that all contractors and sub-contractors maintain the required minimum insurance coverages, or shall include the contractors and subcontractors under its insurance.

h. **Renegotiation of Policy Limits.** In the event the Developer in good faith determines and submits substantial evidence to the City that any of the foregoing policy limits or required coverage provisions are unreasonable and not consistent with the prevailing insurance market at the relevant time, the City will reconsider such policy limit(s) or required coverage provision(s) in good faith, and may, but is not required to, approve a modification to same, which approval may be given by the City Manager or designee.

9.2 Insurance Policy Form, Sufficiency, Content, and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement, except for all insurance required by Developer's contractors, both City and Developer shall be named as an additional insured. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. In the event the City's Risk Manager determines that the use, activities or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City, Developer agrees that the minimum limits of the insurance policies required by Section 9.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Council of City within ten (10) days of receipt of notice from the City's Risk Manager.

9.3 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies together with endorsements required hereunder together with evidence satisfactory to City of

payment required for procurement and maintenance of each policy within the following time limits:

a. For insurance required above, within thirty (30 days) after the Effective Date.

b. For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or termination of the existing policy.

c. If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

9.4 Waiver of Subrogation. Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any loss or damage to Developer or to any person or property, except as specifically provided hereunder and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.

9.5 Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Developer maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Developer.

10. MORTGAGEE PROTECTION.

10.1 Except as otherwise provided by Applicable Laws and this Agreement, the Parties agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed, of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations, modifications, and estoppel certificates and City agrees upon request, from time to time, to communicate and meet with Developer and representatives of such lenders to negotiate in good faith any such estoppel certificates and/or requests for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested estoppel certificate, interpretation or modification provided City determines such estoppel certificate, interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the rights and privileges set forth in this Article 10.

10.2 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

10.3 The Mortgagee of any Mortgage or deed of trust encumbering the Property, or any part thereof, where Mortgagee has submitted a request in writing to the City in the manner

specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

10.4 If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

10.5 Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

11. ASSIGNMENTS.

11.1 The experience, knowledge, capability and reputation of Developer, its principals, employees and affiliates were a substantial inducement for the City to enter into this Agreement. The Developer may sell, transfer, lease or assign this Agreement, the Property, or any part thereof (such sale, transfer, lease or assignment shall be referred to as an "**Assignment**") with the prior written consent of the Community Development Director, which consent may not be unreasonably withheld, after providing reasonable documentation and evidence demonstrating that the person or entity to whom any of the rights or privileges granted herein are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated, meets the following criteria: (i) the transferee has the financial strength and capability to perform its obligations under the Agreement, (ii) reasonably satisfactory evidence that the transferee has the experience and expertise to operate the Project, including reasonably satisfactory evidence that the transferee has experience with operations and projects with a similar scale of this Project; and (iii) reasonably satisfactory evidence that the transferee's key principals have no felony convictions. The proposed transferee shall execute and deliver to the City an assumption agreement assuming Developer's Project obligations, which assumption agreement shall be in a form approved by the City Manager and City Attorney.

11.2 City Consideration of Requested Assignment. The City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of an Assignment required pursuant to this Article 11, provided that:

a. Developer delivers written notice to the City requesting that approval prior to the completion of the Assignment (the "**Consent Request**"); and

b. The Assignment is not completed until either (i) City has provided its written consent or (ii) sixty (60) days have passed after delivery by Developer to City of the Consent Request without the City having rejected the Consent Request in writing.

c. The Consent Request shall be accompanied by (i) a proposed draft of the Assignment and Assumption Agreement described in Section 11.3, in a form acceptable to the City Attorney and City Manager, and (ii) evidence

regarding the proposed assignee's development and/or operational qualifications and experience and its financial commitments and resources in sufficient detail to enable the City to evaluate the proposed assignee's ability to complete the Project.

11.3 Assignments Permitted Without City's Consent. Notwithstanding any other provision of this Agreement, Assignments related to the following property conveyances and other transactions shall not require City consent:

a. The granting of easements or permits to facilitate construction of the Project or any public improvements.

b. The granting of easements or permits for utility purposes.

c. Transactions for financing purposes, including the grant of a deed of trust to secure the funds necessary, but not to exceed the amounts reasonably required, for land acquisition, construction, and/or permanent financing of any portion of the Project.

d. The acquisition of some or all of the Property by a Mortgagee in its capacity as a Mortgagee, such as through foreclosure or a deed in lieu of foreclosure.

e. A sale or transfer resulting from, or in connection with, a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

f. A sale or transfer between members of the same family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist primarily of family members of the trustor, or transfers to a corporation or partnership in which the family members or shareholders of the transferor own at least ten percent (10%) of the present equity ownership and/or at least fifty percent (50%) of the voting control of Developer.

g. If Developer is a trust, corporation, real estate investment trust, or partnership, a transfer of stock or other interests, provided there is no material change in the actual management and control of Developer.

h. Transactions with any member, partner, officer, employee, or affiliate of Developer or any trust or family member, provided that, following the transaction, the management of Developer on the Effective Date shall, subject to normal and customary business practices and personnel changes, remain the primary Developer representative(s) for purposes of communication with the City.

11.4 Effect of Assignment. Unless otherwise stated within the Assignment, upon an Assignment:

a. The assignee shall be liable for the performance of all remaining obligations of Developer with respect to those portions of the Property which are transferred (the "**Transferred Property**"), but shall have no obligations with respect to any portions of the Property not conveyed (the "**Retained Property**").

b. The owner of the Retained Property shall be liable for the performance of all obligations of Developer with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.

c. The Assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the Assignee were the Developer.

12. AMENDMENT AND MODIFICATION.

12.1 Initiation of Amendment. Either party may propose an amendment to this Agreement.

12.2 Procedure. Except as set forth in Section 12.4, 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 as set forth in Government Code Section 65867.

12.3 Consent. Except as expressly provided in this Agreement, no cancellation of or amendment 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 of Los Angeles County.

12.4 Administrative Minor Project Modifications. Notwithstanding any other provision and/or condition of approval contained in any Development Approvals, including any processes set forth in Chapter 5 of the Specific Plan, Minor Modifications to this Agreement, the Project, and/or the Development plans shall be made ministerially, with the approval of the Director. Such "**Minor Modifications**" shall be defined as any modifications to this Agreement, the Project and/or the Development plans that do not (i) change the proposed uses analyzed for the Project in the EIR or permitted for the Project in the Project Development Approvals and this Agreement, (ii) constitute a prohibited modification under Section 12.5, (iii) increase building heights within the Property in comparison to what is identified in the Project Development Approvals and this Agreement, (iv) reduce the number of parking stalls identified in the Project Development Approvals by more than five (5) percent, (v) substantially deviate from the approved architectural design, as determined by the Community Development Director in his or her reasonable discretion, and/or (vi) reduce the amount of publicly accessible open space below 111,581 square feet.

12.5 Prohibited Modifications. Notwithstanding any provision of this Agreement or the Specific Plan, none of the following shall be permitted with respect to the Project during the

Term of this Agreement:; (i) any modification to the square footage of the commercial space (10,000); (ii) any use of the commercial space other than restaurant space; or (iii) any reduction in the amount of publicly accessible open space below 111,581 square feet, except that a reduction of no more than 2.5% of the non-park open space area may be permitted if necessary based on Building Standards Code requirements as identified/required during the plan check process. No reduction to the square footage of the park (22,859 sq. ft.) shall be permitted.

12.6 Hearing Rights Protected. Notwithstanding the foregoing, City will process any change to this Agreement consistent with state law and will hold public hearings thereon if so required by state law and the parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

12.7 Effect of Amendment to Development Agreement. Except as expressly set forth in writing in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either party under this Agreement.

12.8 Timing of Development. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the parties' agreement. It is the intent of Developer and City to cure that deficiency by expressly acknowledging and providing that any Subsequent Land Use Regulations that purports to limit over time the rate or timing of development or to alter the sequencing of development phases (whether adopted or imposed by the City Council or through the initiative or referendum process) shall not apply to the Property or the Project and shall not prevail over this Agreement. In particular, but without limiting any of the foregoing, no numerical restriction shall be placed by the City on the amount of total square feet or the number of buildings, structures, residential units that can be built each year on the Property except as expressly provided in this Agreement.

13. MISCELLANEOUS PROVISIONS.

13.1 Recordation. The City Clerk shall cause a copy of this Agreement to be recorded against the Property with the County Recorder within ten (10) calendar days after the Execution Date. The failure of the City to sign and/or record this Agreement shall not affect the validity of this Agreement.

13.2 Notices. Notices and correspondence required or permitted by this Agreement shall be in writing and either personally delivered or sent by registered, certified, or overnight mail or delivery service. Notices shall be deemed received upon personal delivery or on the second business day after registered, certified, or overnight mailing or delivery, or email if such email notice is acknowledged as received by the receiving party. Notices shall be addressed as follows:

To City: City of Carson
701 East Carson Street
Carson, California 90745
Attn: Planning Manager

With copy to: Aleshire & Wynder
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Fax: 949-223-1180
Attn: Sunny Soltani

To Developer: Imperial Avalon, LLC
4276 Katella Avenue, #231
Los Alamitos, CA 90720
Attn: Darren Embry

Rand, Paster & Nelson, LLP
633 W. Fifth Street, 64th Floor
Los Angeles, CA 90071
Attn: Dave Rand

A Party may change its address by giving written notice to the other Party. Thereafter, Notices shall be addressed and transmitted to the new address.

13.3 Estoppel Certificates. Either Party (or a Mortgagee) 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 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.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The City Manager may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees.

13.4 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Laws may be appropriate with respect to the details of performance of the City and Developer. If and when from time to time during the Term of this Agreement, the City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through operating memoranda approved in writing by the City and Developer, which after execution, shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by the City and Developer. Operating memoranda are mere ministerial clarifications and therefore public notices, hearings and CEQA compliance shall not be required unless otherwise provided by applicable law. The authority to enter into such operating

memoranda is delegated to the Community Development Director who is hereby authorized to execute any operating memoranda hereunder without future action or approval by the City Council.

13.5 Project as a Private Undertaking. It is specifically understood and agreed by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect, and that each Party is an independent contracting entity with respect to this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of property owned by a private party. City agrees that by its approval of, and entering into, this Agreement that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement, including but not limited to Developer's obligation to provide the public improvements set forth herein.

13.6 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

13.7 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter of this Agreement. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

13.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement.

13.9 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

13.10 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, or based on any allegation or assertion in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

13.11 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes, and other labor difficulties beyond the Party's control, government regulations, pandemics, government-ordered

quarantine, court actions (such as restraining orders or injunctions), or other causes beyond the Party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of the impacts on the Project of each such event.

13.12 Waiver. All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by a Party to insist upon the strict performance of any provision of this Agreement shall not be a waiver of future performance of the same or any other provision of this Agreement.

13.13 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

13.14 Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in Los Angeles, California.

13.15 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

13.16 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

13.17 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 attorneys' fees on any appeal, and, in addition, a party entitled to attorney's 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.

13.18 Recitals. The recitals in this Agreement constitute 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.

13.19 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any

manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying party to pay any commission or finder's fee.

13.20 Joint and Several Liability. In the event Developer should sell, transfer, lease or assign this Agreement, the Property, or any part thereof, Developer shall bear ultimate responsibility for all obligations, conditions, and restrictions set forth under this Agreement, it being understood that both Developer and any transferee, assignee, or lessee shall be jointly and severally liable.

13.21 Compliance with Laws. Developer must comply with all applicable provisions of federal, state and local laws and regulations, including the City's Municipal Code.

13.22 Counterparts. This Agreement may be executed by the Parties in counterparts, which together shall have the same effect as if each of the Parties had executed the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above.

CITY

CITY OF CARSON a municipal corporation

_____

Lula Davis-Holmes, Mayor

ATTEST

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

DEVELOPER

IMPERIAL AVALON, LLC, a California limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:

If Developer is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 _____, 2022, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 _____, 2022, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

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

LOT 1 OF TRACT NO. 71206, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1400, PAGES 1 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM PORTIONS OF SAID LAND ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED IN DEED RECORDED DECEMBER 08, 1960 AS INSTRUMENT NO. 1520 OFFICIAL RECORDS, AND IN DEED RECORDED MAY 18, 1959 AS INSTRUMENT NO. 590 OFFICIAL RECORDS.

APN: 7337-001-025

APN: 7337-001-026

APN: 7337-001-027

APN: 7337-001-028

APN: 7337-001-029

EXHIBIT "B"

DEPICTION OF THE PROPERTY

EXHIBIT "B"

DEPICTION OF THE PROPERTY

EXHIBIT "C"

PUBLIC OPEN SPACE AREAS

EXHIBIT "C"

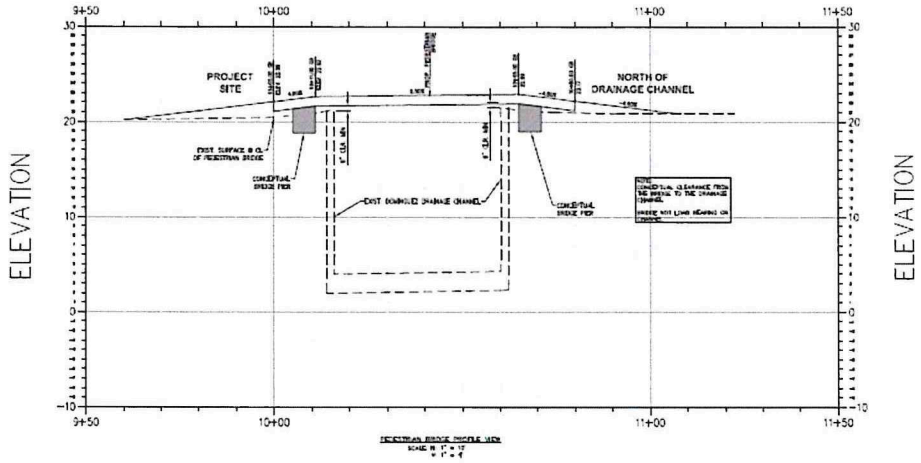
PUBLIC OPEN SPACE AREAS

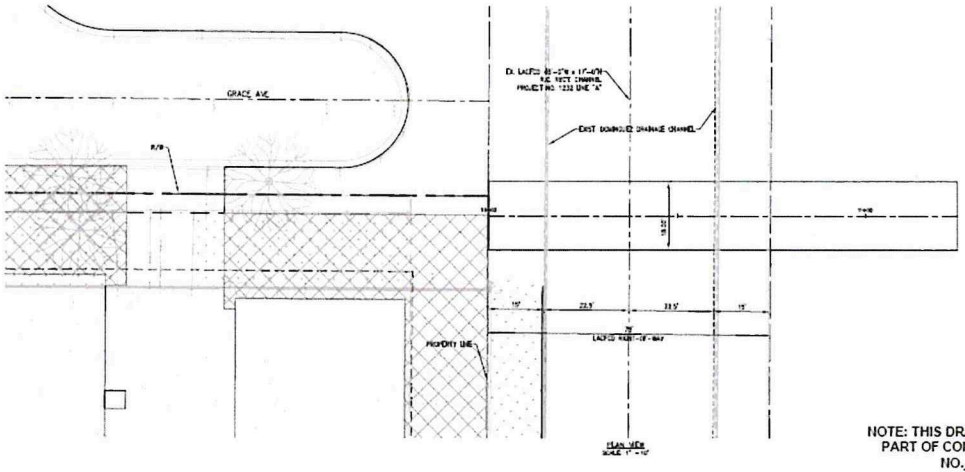
EXHIBIT "D"

PEDESTRIAN BRIDGE

EXHIBIT "D"

PEDESTRIAN BRIDGE





NOTE: THIS DRAWING IS ATTACHED TO AND MADE PART OF CONCEPTUAL APPROVAL TRACKING NO. FCDP2021000318, 08/18/2021.

RESOLUTION NO. 22-243

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA: (1) MAKING, RATIFYING AND AFFIRMING THE CEQA FINDINGS AND ACTIONS OF THE PLANNING COMMISSION RELATED TO CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021010116) WITH RESPECT TO APPROVAL OF GENERAL PLAN AMENDMENT NO. 105-19; AND (2) APPROVING GENERAL PLAN AMENDMENT NO. 105-19 TO CHANGE TO PROJECT SITE'S GENERAL PLAN LAND USE DESIGNATION FROM REGIONAL COMMERCIAL AND LOW DENSITY RESIDENTIAL TO URBAN RESIDENTIAL, FOR A 1,115 UNIT MIXED-USE DEVELOPMENT REFERRED TO AS THE IMPERIAL AVALON MIXED-USE PROJECT

WHEREAS, on December 17, 2019, the Department of Community Development received an application from Imperial Avalon LLC ("Developer") for certain entitlements for the development of a mixed-use residential and commercial project. The project consists of 764 multi-family residential units in two buildings of up to four stories each, 351 attached/detached and stacked flat townhome units of up to three stories each, 111,581 square feet of publicly accessible open space (including a minimum 22,859 square foot park), and 10,000 square feet of commercial restaurant space, upon real property located at 21207 S. Avalon Blvd. having Assessor's Parcel Numbers 7337-001-025, -026, -027, -028, and -029, and legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Project"); and

WHEREAS, Developer's requested entitlements consist of the following: (1) certification of an Environmental Impact Report (SCH No. 2021010116; the "EIR") for the Project; (2) General Plan Amendment ("GPA") No. 105-19, to change the land use designation of the Property from Regional Commercial/Low Density Residential to Urban Residential; (3) Specific Plan ("SP") No. 21-19, the Imperial Avalon Specific Plan ("IASP"), to establish the development standards and permitted uses for the Property; (4) Zone Change ("ZCC") No. 188-19, to change the Property's zoning from Commercial Automotive/RM-8-D to Imperial Avalon Specific Plan; (5) Development Agreement ("DA") No. 23-19, to grant specified development rights in exchange for provision of specified community benefits; (6) Site Plan Review and Design Review ("DOR") No. 1803-19; and (7) Vesting Tentative Tract Map ("VTTM") No. 83157; and

WHEREAS, the Project requires a General Plan Amendment to change the Project site's General Plan land use designation from Regional Commercial and Low Density Residential to Urban Residential; and

WHEREAS, the proposed amendment to the General Plan, collectively with the other aforementioned entitlements, is considered a "project" as defined by the California Environmental Quality Act, Public Resources Code §21000 et seq. ("CEQA"); and

WHEREAS, the City, as the Lead Agency, has prepared an environmental impact report ("EIR") for the Project; and

WHEREAS, after notice of the time, place and purpose of a 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 21st day of November, 2022, to consider Developer's applications for the Project. Following such public hearing, the Planning Commission: (1) certified the EIR for the Project, made associated CEQA findings, and took associated CEQA actions; (2) approved DOR No. 1803-19 and VTTM No. 83157 contingent upon City Council approval of GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 and subject to the conditions of approval of DOR No. 1803-19 and VTTM No. 83157; and (3) recommended that the City Council approve the GPA No. 105-19, SP No. 21-19 (subject to the conditions of approval thereof), ZCC No. 188-19, and DA No. 23-19; and

WHEREAS, after notice of the time, place and purpose of a public hearing was duly given, the City Council held a public hearing on December 6, 2022, to consider Developer's applications for GPA No. 105-19, ZCC No. 188-19 SP No. 21-19, and DA No. 23-19 for the Project, during which the City Council heard testimony and considered all factors both oral and written; and

WHEREAS, California Government Code Section 65356 requires that a legislative body shall adopt or amend a general plan by resolution; and

WHEREAS, the City Council desires, by this resolution, to approve General Plan Amendment No. 105-19, in connection with its approval of the other entitlements associated with the Project, based on the findings and on the terms set forth herein; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Following an initial study, a notice of preparation, and scoping, the EIR was prepared, circulated, and made available for public review, all in accordance with CEQA. The Planning Commission certified the EIR (inclusive of an Errata to the Final EIR) and adopted the Mitigation Monitoring and Reporting Program (MMRP), Findings of Fact, and Statement of Overriding Considerations for the Project on November 21, 2022, all in accordance with CEQA. Electronic copies of the EIR and associated CEQA documents are available at https://ci.carson.ca.us/CommunityDevelopment/ImperialAvalon.aspx. The mitigation measures set forth in the EIR and MMRP are incorporated into the Project as conditions of approval. The City Council hereby makes, ratifies and affirms the Planning Commission's CEQA findings and actions as the Council's own with respect to the approval of GPA No. 105-19.

Section 3. 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) State law requires compatibility/consistency between land use zoning classifications and the General Plan. By amending the General Plan hereby, the City Council will change the General Plan land use designation of the 27.21-acre Project Site from Regional Commercial and Low Density Residential to Urban Residential, allowing a residential density of up to 45 dwelling units per acre and thereby accommodating the Project's residential unit count of 1,115 dwelling units, or 41 dwelling units per acre, which will also be consistent with the Property's zoning upon adoption of the Imperial Avalon Specific Plan and ZCC No. 188-19 (allowing for up to 45 dwelling units per acre). The proposed General Plan land use designation is desirable and beneficial in that it promotes a compatible use of the Property (the Project). The Project will also be consistent with the General Plan Update's anticipated land use designation of Downtown Mixed Use for the Property.

b) The General Plan Amendment supports General Plan goal LU-6: A sustainable balance of residential and nonresidential development and a balance of traffic circulation throughout the city. The project promotes a balanced mix of residential development and ground floor, pedestrian-serving commercial restaurant uses. The project provides for the inclusion of commercial restaurant uses that would provide easy access to a variety of foods within close proximity to existing and future residential communities.

c) The General Plan Amendment supports General Plan goal LU-7: adjacent land uses that are compatible with one another. The proposed development of the project, with its gradual sensitive transition toward the western edge of the subject property, is compatible with the adjacent single-family residential Grace Avenue neighborhood, and with the project's pedestrian bridge connection over the Torrance lateral flood channel, it will provide pedestrian access to The District at South Bay specific plan area and the commercial and open space amenities that will be available there.

d) The General Plan Amendment supports General Plan goal LU-8: Promote mixed-use development where appropriate. The project is proposed as part of the City's ongoing effort to develop new mixed-use corridors. This site is located within close proximity to the Carson Street mixed-use corridor and The District at South Bay proposed development.

e) The General Plan Amendment supports General Plan goal LU-15: promote development in Carson which reflects the "Livable Communities" concepts. The project encourages the location of housing, jobs, shopping, services, and other activities within easy walking distance of each other. By providing the potential for a variety of housing types, various multifamily unit types which may include affordable housing and senior housing, and for-sale townhome units, the project also supports Policy LU-15.2 which seeks to maintain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live in Carson.

f) The General Plan Amendment supports General Plan Housing Element Goal 2: encourage the development of a variety of housing to meet needs of the broad spectrum of the community, with a particular emphasis on multifamily housing, and Goal 4: Promote housing opportunities for lower-income households and seniors. By providing a mix of unit types ranging from studios to four-bedroom homes, the project facilitates diversity of housing types and prices, supporting a wide variety of housing needs and promoting a multi-generational community. Additionally, the project supports Goal 4 by providing an exclusive pre-lease period for seniors and establishing a quota for units rented to seniors, recognizing that senior populations benefit from various types of housing models and from providing

independent senior housing to meet the diverse needs of Carson's and the region's aging population.

g) The proposed General Plan Amendment is consistent with and furthers the General Plan goals and policies. Specifically, without limitation, LU-IM 6.7: Review carefully any zone change and/or General Plan Amendment to permit development and modify intensity. Factors to be considered include, but are not limited to: Plan; circulation patterns; environmental constraints; and compatibility with surrounding uses.

h) The General Plan Amendment will ensure consistency between the Imperial Avalon Specific Plan and the General Plan by changing the land use designation to Urban Residential pending the General Plan Update in furtherance of the General Plan goals, policies, and objectives.

Section 4. Based on the aforementioned findings, the City Council hereby approves GPA No. 105-19, a copy of the map of which is attached hereto as Exhibit "B" and is incorporated herein by this reference.

Section 5. This Resolution shall take effect concurrent with effectiveness of City of Carson Ordinance No. 2222. If and when the Development Agreement No. 23-19 should terminate pursuant to Article 7 thereof, this Resolution will automatically terminate concurrently therewith without any action needing to be taken by the City Council.

Section 6. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution 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 Resolution as hereby adopted shall remain in full force and effect

Section 7. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and **ADOPTED** this 6th day of December, 2022.

_____

Mayor Lula Davis-Holmes

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM

_____

Sunny Soltani, City Attorney

01007.0580/841192.1

EXHIBIT “A”

Legal Description

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

LOT 1 OF TRACT NO. 71206, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1400, PAGES 1 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM PORTIONS OF SAID LAND ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED IN DEED RECORDED DECEMBER 08, 1960 AS INSTRUMENT NO. 1520 OFFICIAL RECORDS, AND IN DEED RECORDED MAY 18, 1959 AS INSTRUMENT NO. 590 OFFICIAL RECORDS.

APN: 7337-001-025

APN: 7337-001-026

APN: 7337-001-027

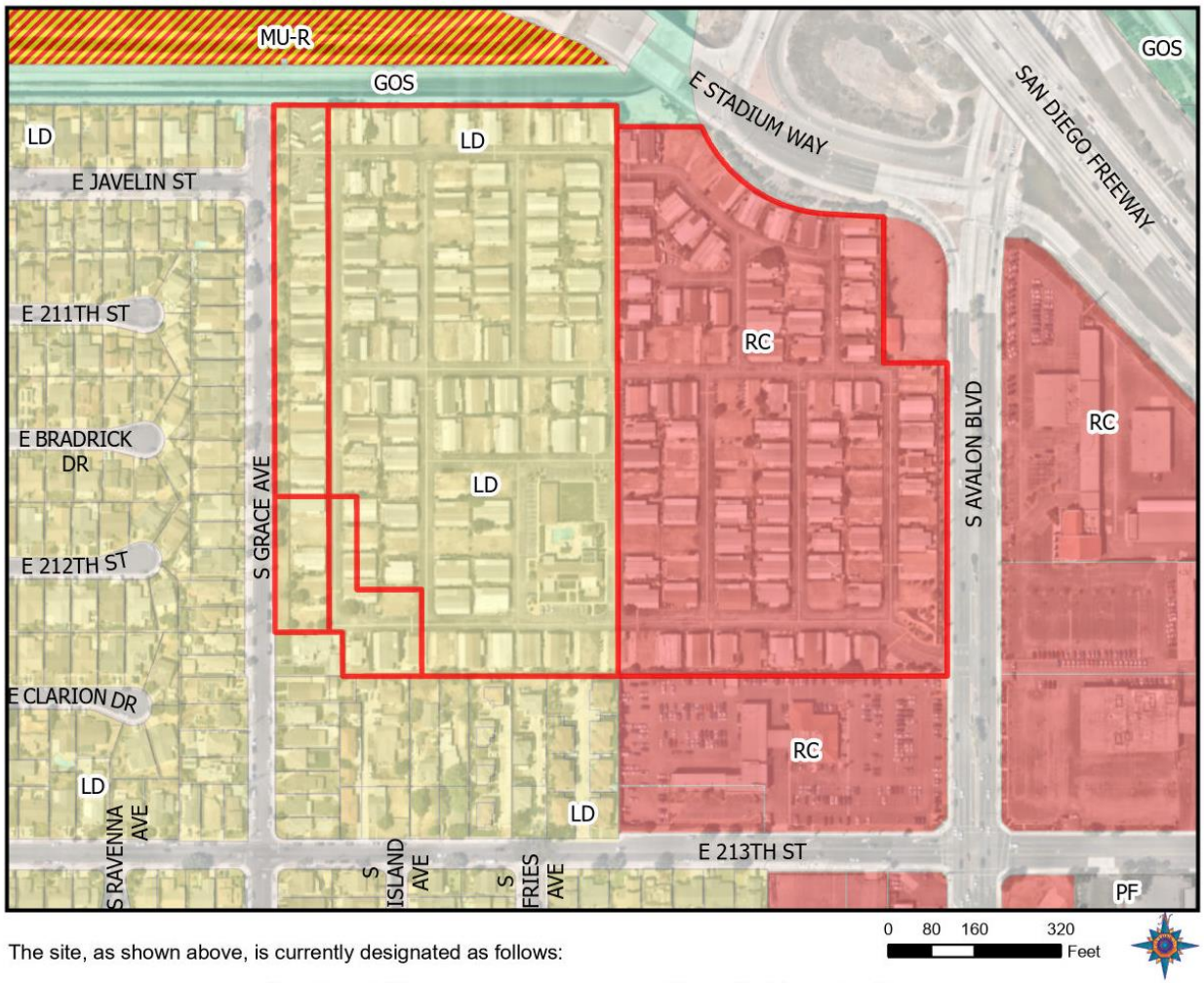
APN: 7337-001-028

APN: 7337-001-029

EXHIBIT “B”
GENERAL PLAN AMENDMENT MAP

AMENDMENT TO THE MAP DESIGNATION

General Plan Amendment No. 105-19



The site, as shown above, is currently designated as follows:

Regional Commercial and Low Density Residential

It is proposed that the site be amended to the following:

GENERAL PLAN LAND USE MAP: Urban Residential

ADDRESS

21207 S. Avalon Blvd (Imperial Avalon)

Date Printed 11/28/2022