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DEVELOPMENT AGREEMENT

between

THE CITY OF CARSON

("City")

and

CAM-CARSON, LLC

A Delaware limited liability company

("Developer")

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with all exhibits hereto, the “**Agreement**”) is made by and between THE CITY OF CARSON (“**City**”), a municipal corporation, and CAM-CARSON, LLC, a Delaware limited liability company (“**Developer**”). City is entering this Agreement for the limited purposes as described below. City and Developer are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

R E C I T A L S:

A. **The 157 Acre Site.** Carson Reclamation Authority (“**Authority**”) acquired, and currently owns, approximately 157 gross acres of real property in the City of Carson, as shown on the Site Map attached hereto as **Exhibit “A”** (the “**157 Acre Site**”). The 157 Acre Site is divided into five Cells (as defined below) as shown on **Exhibit “A”** and was subject to The Carson Marketplace Specific Plan, approved on February 8, 2006, and amended on April 5, 2011 (as so amended, “**The Boulevards at South Bay Specific Plan**” or the “**Boulevards Specific Plan**”). The Boulevards Specific Plan is being further amended concurrently with the approval of this Agreement and, as amended, has been renamed “**The District at South Bay Specific Plan**” also referred to herein as the “**Specific Plan**”, a copy of which is attached as **Exhibit “O”**. The portion of the 157 Acre Site which is the subject of this Agreement is identified as “**Planning Area 2**” or “**PA 2**” in the Specific Plan and comprises Cell 2. The 157 Acre Site is a former landfill site, and on October 25, 1995, the California Department of Toxic Substances Control (“**DTSC**”) approved a remedial action plan (as further defined below, the “**RAP**”) for portions of the 157 Acre Site, which RAP requires the installation, operation and maintenance of the “**Remedial Systems**” (as defined below). Building protection systems (“**BPS**”) which are necessary for development on the 157 Acre Site due to the prior landfill use will also be constructed. Although under DTSC rules BPS are not considered a part of the Remedial Systems, for convenience, BPS are included in the term “Remedial Systems” in this Agreement.

B. **Compliance Framework.** DTSC entered into the Compliance Framework Agreement dated as of September 28, 2006, with the then-current property owner, Carson Marketplace LLC (“**CM**”), as amended by the First Amendment to Compliance Framework Agreement dated as of December 31, 2007 (collectively, the “**CFA**”) for the purpose of setting forth a plan for addressing the environmental condition of the 157 Acre Site, and the CFA required CM to establish financial assurance for implementation of the RAP, including long-term operation and maintenance of the Remedial Systems. CM sold the 157 Acre Site to Authority on May 20, 2015. Based on the CFA, DTSC continues to have certain oversight rights concerning the development of the 157 Acre Site and agreements affecting the Remedial Systems continue to be subject to DTSC approval.

C. **Authority Remediation of 157 Acre Site.** Immediately prior to the sale of the 157 Acre Site to Authority, CM, Authority, City, and the Successor Agency to the Carson Redevelopment Agency (the “**Successor Agency**”) entered into that certain Settlement, Release and Indemnity Agreement dated May 12, 2015, pursuant to which Authority agreed to take title to the 157 Acre Site, and pursuant to which Successor Agency committed to provide Fifty Million Five Hundred Thousand Dollars (\$50,500,000) in additional required funding to Authority through

the issuance of taxable bonds. The California Department of Finance provided a determination that the Successor Agency's obligation to provide the such funding is an enforceable obligation of the Successor Agency and that the Department of Finance had no objections to the transfer of the 157 Acre Site from CM to Authority, the issuance of bonds by Successor Agency to provide funding for completion of the remediation work and other infrastructure improvements. The Remedial Systems work is being undertaken with financial assistance being provided by Authority, the Carson Public Financing Authority and the Successor Agency through the issuance of multiple series of bonds.

D. **Authority to Transfer Ownership through Conveyancing Agreement.** For the purpose of developing the PA 2 portion of the 157 Acre Site as a high-quality regional fashion outlet and retail shopping center: (1) Authority, City and Developer entered into (i) that certain Exclusive Agreement to Negotiate on July 7, 2016, which was amended and restated in its entirety on June 20, 2017 (as so amended and restated, the "**ARENA**") and (ii) that certain Reimbursement Agreement dated as of July 7, 2016, pursuant to which Developer agreed to reimburse City and Authority for their respective costs in negotiating the Project Agreements (as defined below) and various other preliminary agreements, and to Advance certain of Authority's costs for holding the 157 Acre Site ("**Reimbursement Agreement**"), and (2) Authority and Developer entered into an implementing Memorandum of Understanding dated June 20, 2017 ("**MOU**").

E. **Project Agreements.** Concurrently with approval of this Agreement, it is anticipated that (1) Authority will enter into a purchase and sale agreement with Developer (as further defined in Section 1.37, the "**Conveyancing Agreement**") whereby Authority will convey and Developer will acquire the Developer Property (as defined below) comprising the interests in real property (including certain easement agreements, as described therein, necessary for a binding development agreement) and (2) City will enter into a cooperation agreement with Authority ("**Cooperation Agreement**")¹ whereby Authority would agree to construct certain public infrastructure on behalf of City and City would agree to provide sales tax proceeds to Authority to enable Authority to meet its obligations to, among other things, remediate Cell 2 and construct the Offsite Improvements (as defined below). The effectiveness of this Agreement, the Cooperation Agreement and the Conveyancing Agreement are contingent, one on the other, as provided herein. Specifically, the effectiveness of this Agreement is conditioned on approval, execution and effectiveness of each of the Conveyancing Agreement and the Cooperation Agreement. The priority of various agreements is further described in Section 16.3.2. As required by the DA Statute as a condition to execution by City of this Agreement, the Conveyancing Agreement provides Developer with a legal or equitable interest in the portion of the 157 Acre Site described in Recital F as the Developer Property.

F. **Developer Property.** The 157 Acre Site has been vertically subdivided into a surface lot (the "**Surface Lot**") and a subsurface lot (the "**Subsurface Lot**") as more fully described on **Exhibit "B"**. Due to the contaminated condition of the 157 Acre Site, the intent of Developer to acquire only non-contaminated property and the likelihood of settlement of the former landfill contents over time, it is intended by Authority and Developer, as further described

¹ Will need to address the concept of an alternative structure if one is developed and to make conforming changes throughout.

in the Conveyancing Agreement, that Authority shall (i) retain the Subsurface Lot and the “**Embankment Lot**”, comprising a 5 acre strip of land within Cell 2 lying along the I-405 Freeway and between the freeway and the Cell 2 Surface Lot (as defined below) and (ii) convey to Developer: (1) fee title to approximately 41 acres of the Surface Lot as more particularly described on **Exhibit “C-1”** (but subject to modifications to the vertical subdivision as further described in the Conveyancing Agreement and excluding easements reserved by or granted to Authority by Developer for construction, operation, maintenance, use, repair and replacement of the BPS); (2) an exclusive easement in certain portions of the land underlying the Surface Lot as legally described in **Exhibit “C-2”** (“**Subsidence Easement Area**”) as may be required to permit Developer to construct the Project (such land described in clauses (ii)(1) and (ii)(2) above to be conveyed by Authority to Developer by deed or exclusive easement being referred to herein collectively as the “**Cell 2 Surface Lot**”); and (3) an exclusive easement in a portion of the Embankment Lot as more particularly shown on **Exhibit “C-3”** (“**Pylon Sign Easement Area**”) for purposes of allowing Developer to erect, maintain and use the Developer Pylon Sign (as defined below), and an access easement upon the Embankment Lot for purposes of construction, operation, use, maintenance, repair and replacement of the Developer Pylon Sign. The real property interests comprising the Cell 2 Surface Lot, the Pylon Sign Easement Area and such other easements and rights, if any, with respect to the 157 Acre Site as Developer may acquire from Authority pursuant to the Conveyancing Agreement are referred to herein collectively as the “**Developer Property**”. Authority will retain all portions of the Subsurface Lot and Surface Lot other than the Developer Property. It is anticipated that Authority will convey the various components of the Developer Property pursuant to metes and bounds description and that City will, upon due consideration of same, provide a certificate of compliance pursuant to the Subdivision Map Act as to each parcel so created.

G. **Choice of Developer for Site Development.** Cell 2 is located directly southwest of the I-405 Freeway, and is uniquely positioned to attract retail and commercial business from Orange County, Long Beach, and Los Angeles. This creates a prime location for development of large-scale retail uses. Developer previously investigated the development of a portion of the 157 Acre Site when it was owned by a prior entity, and consequently has a working understanding of the development constraints and environmental conditions, and continues to conduct its due diligence investigations thereof. As described below, Developer has proposed a unique project with components which have the financial strength to generate a reasonable share of the significant remediation and infrastructure costs of development, and Developer has the financial strength to meet its financial obligations hereunder. Developer and its affiliates currently own and manage 54 million square feet of regional shopping centers across the United States. Developer and its affiliates have demonstrated skill and expertise in retail and mixed-use real estate development, and the ability to attract reputable commercial tenants. Developer, headquartered in Santa Monica, has substantial local experience in development.

H. **The Project.** Prior development projects have been proposed on the 157 Acre Property as described above, including the mixed-use regional retail and entertainment project described by the Boulevards Specific Plan and a 75,000-seat NFL Stadium. These projects have not proceeded. Developer has proposed development of the Developer Property, to include a state-of-the-art first class regional fashion outlet and retail mall (as further defined in Section 1.93, the “**Project**”). Developer shall endeavor to maintain high standards of urban design, architecture,

and development, including “Cal-Green” and LEED building standards, adherence to building codes (subject to such variances as City may approve), best practices for environmental protection, energy efficiency, water conservation, and reduced greenhouse gas emissions. The Project and its phasing are described in more detail in the Scope of Development attached hereto as **Exhibit “D”**. The Project is proposed to be constructed in two Phases (as defined below), with Phase I comprising approximately 65-70% of the development authorized by the Site Plan and Design Review approved by the City as part of the Existing Development Approvals.

I. **Environmental Review.** The original Carson Marketplace Specific Plan was subject to extensive environmental review with a Final EIR certified by the City Council on February 8, 2006, and was thereafter subject to legal challenge in *Carson Coalition for Healthy Families v. City of Carson/Carson RDA*, LASC Case No. BS102076, which case the City and former Carson Redevelopment Agency prevailed on both in the trial court and the Court of Appeal (Appellate Case No. B194923). An addendum to the Final EIR was approved by City in 2009. The District at South Bay Specific Plan and the Project have been subject to further environmental review including preparation of a final supplemental EIR as described in Recital N.

J. **Development of Remainder of the 157 Acre Site.** Authority, through a request for proposal process dated June 28, 2016, and a second process dated October 25, 2017, solicited some thirty-five developers to consider development of the other Cells of the 157 Acre Site, being Cells 1, 3, 4, and 5 as depicted on **Exhibit “A”**, comprising approximately 110 acres (the “**Remainder Site**”). Authority intends to enter into exclusive negotiating agreements with one to three developers (the “**Remainder Developers**”) for development of the Remainder Site, to facilitate cooperation among these developers and Developer to achieve integrated projects to maximize the development potential of the 157 Acre Site.

K. **Public Benefits of the Project.** Appropriate development of the 157 Acre Site is expected to realize significant regional and community public benefits, including, without limitation:

1. *Increased Tax Revenues.* Due to the strategic location at the meeting place between Orange County, Long Beach, and Los Angeles, there is great potential for increased revenue through proper site development. The Project is estimated to produce over Three Million (\$3,000,000) in annual sales taxes. The development of the 157 Acre Site as planned could result in increased real property taxes, sales taxes, transient occupancy taxes, and other revenues to City exceeding Five Million Dollars (\$5,000,000) to Seven Million Dollars (\$7,000,000) per year.

2. *Overcoming Constraint of Remediation Cost.* The 157 Acre Site is the only major undeveloped property exceeding 100 acres along the I-405 Freeway in an approximately 75-mile run. This continued vacancy is due to the extraordinary remediation costs, estimated to exceed One Hundred Fifty Million Dollars (\$150,000,000), necessary to develop the 157 Acre Site. Many development projects have been proposed for this site over some four decades, but none have been financially feasible because of the environmental and soils condition of the 157 Acre Site as a result of its use as a Class II landfill. This Project represents a unique opportunity to develop the 157 Acre Site.

3. *Community Center.* The unique development is proposed to be a community and regional focus of economic and social activity helping, along with the South Bay Pavilion, to provide a new community center for Carson, and giving it a regional presence competitive with other major regional centers in the highly competitive Los Angeles market area.

4. *Job Generation.* The Project entails a land use and infrastructure plan that will support the creation of a major job center in the City and significantly improve the City's jobs to housing balance. The Project is proposed to provide substantial economic and employment opportunities for the community, with a goal of generating at least 1,600 new direct construction jobs, with another 1,000 indirect and induced, as well as 1,500 new permanent jobs.

5. *Insurance.* The Project contributes to a robust insurance program for the 157 Acre Site to provide coverage against environmental claims and provides protection to the public entities, developers, property owners and contractors carrying out construction on the 157 Acre Site, including coverage for general liability, personal injury, property damage and other claims and to which Developer pays its fair share as provided in Article 13. Total insurance coverage provided is almost One Billion Dollars (\$1,000,000,000) for all types of insurance provided by the program.

6. *Carry Costs.* As part of Developer's agreement with Authority to acquire the Developer Property, Developer will agree to reimburse Authority for a proportional share of the Carry Costs (as defined below) of the 157 Acre Site, in an amount exceeding One Hundred Twenty-Five Thousand Dollars (\$125,000) per month.

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

L. **Summary of Certain Terms of Related Agreements.** In addition to the conveyance of the Developer Property pursuant to the Conveyancing Agreement, Authority will agree to carry out the following work and to provide the following assurances to City and Developer:

1. *Remedial Systems.* The RAP requires that the Remedial Systems be constructed and operated and maintained for many years to cap the landfill and remove gas and contaminants which would pollute groundwater. This work includes preparing the 157 Acre Site, relocation and mitigation of trash layers and excavation and grading necessary to install such systems. Authority will cause the construction of the Remedial Systems at its sole cost, including the BPS, which shall be funded by Authority up to an agreed upon dollar cap. Operation and maintenance of the Remedial Systems shall be carried out by the Authority and funded through the Remediation CFD as the same may be restructured pursuant to Section 14.4.

2. *Infrastructure.* By agreement with City, Authority will construct required public offsite infrastructure and other improvements identified in **Exhibit "E"** hereto (as further defined in Section 1.83 below, the "**Offsite Improvements**"). Due to Authority's lack of resources, Developer will advance Ten Million Dollars (\$10,000,000) for this purpose.

3. *Excess Development Costs.* Due to the contaminated condition of the 157 Acre Site and uncompacted condition of the soils thereon, resulting in excessive development costs, the 157 Acre Site has been undevelopable despite the interest of numerous developers over decades. These costs include grading and site work, and installing structural sub-foundation systems including piles, all of which must be done in contaminated soils using special safeguards. More specifically, prior to conveyance of the Developer Property to Developer, Authority shall carry out the work on Cell 2 defined in the Conveyancing Agreement as the “**Site Development Improvements**”, which includes the following: (i) installation of piles and pile caps, vaults, under slab utilities (“**Sub-Foundation Work**”); (ii) establishing underground utility runs from the property lines to the utility shelves connected to the buildings (“**Utility Work**”); (iii) constructing the structural slab for the foundation of the buildings (“**Foundation Work**”). As described in the Conveyancing Agreement, Developer shall advance funds (the “**Advances**”) to Authority for purposes of performing the Site Development Improvements and Offsite Improvements (collectively referred to herein as the “**Authority Work**”). The Advances shall be repaid by Authority to Developer over a twenty-five (25) year period subject to the terms of the Conveyancing Agreement. While the Authority shall perform the maintenance of the Site Development Improvements, Developer shall be responsible for the cost of such maintenance as set forth in the Conveyancing Agreement.

4. *Marketability of Property.* To remediate contamination of the 157 Acre Site and to make the property marketable in order to create economic development opportunities for the benefit of City and its residents, City caused Authority to be formed and is providing funding to Authority in the form of a rebate of up to fifty percent (50%) of sales taxes generated by the Project and received by City upon the terms and conditions and for the term set forth in the Cooperation Agreement and Conveyancing Agreement. This assistance will allow Authority to perform the Authority Work. In the absence of performance of the Authority Work by Authority, the landfill would remain contaminated brownfields property and would not be marketable.

5. *Schedule.* This Agreement requires the Project as approved to be developed in accordance with a Schedule of Performance provided in **Exhibit “L”**.

6. *Annual Review.* There is a requirement for annual review of Project performance and a five-year Major Review including public hearings as provided in Article 10.

7. *Insurance.* The Project contributes to a robust insurance program, for which Developer is required to make a fair share contribution as described in the Conveyancing Agreement.

8. *Indemnity.* Developer is covering a proportional share of the Carry Cost of the 157 Acre Site as set forth in the Conveyancing Agreement and pays for defense of any challenges to Project entitlements, as provided in Article 13.

M. **City Role with respect to Project.** City has no real property interest in the 157 Acre Site, which is wholly-owned by Authority. However, City possesses the legal authority to regulate the zoning of the 157 Acre Site, to approve and modify the general plan designation and specific plans, to approve development agreements, all pursuant to state law, and to undertake environmental review and approve mitigation programs and development applications for specific

projects including the Project and with reference to the Conditions of Approval, the SEIR and the SEIR Mitigation Measures applicable to the foregoing (the “**Entitlement Obligations**”). In addition to such regulatory authority, City provides public infrastructure and services to the 157 Acre Site, including streets, sidewalks, parkways, sewer, water, drainage, lighting, and other utilities, and must assure public accessibility to the 157 Acre Site including, without limitation, by assuring construction of the Offsite Improvements (the “**Infrastructure Obligations**”). Pursuant to the Cooperation Agreement and as further set forth therein, City will contract with Authority to cause Authority to construct the Infrastructure Obligations. In addition, in order to make the Project feasible and thereby realize the many benefits to City of the Project, City and Authority have negotiated a sales tax sharing agreement and provided for certain other related financial obligations of City as further described in the Cooperation Agreement to provide a revenue stream to Authority for repayment of Developer’s Advances.

N. **Public Hearings: Findings.** In connection with the request for the Existing Development Approvals, a Supplemental Environmental Impact Report for the District at South Bay Specific Plan, State Clearinghouse No. 2005051059 (the “**SEIR**”) was prepared by City in compliance with CEQA. On January 23, 2018, the Planning Commission of City, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, (i) held a public hearing on Authority’s application for amendment of the Boulevards Specific Plan and Developer’s application for Site Plan and Design Review and Comprehensive Sign Program, each as specified on **Exhibit “J”**, (ii) recommended to the City Council certification of the SEIR pursuant to Resolution No. 18-2620 and the adoption of the Specific Plan pursuant to Resolution No. 8-2621 and adopted the Site Plan and Design Review (DOR) and Comprehensive Sign Program, pursuant to Resolution No. 18-2622. On [REDACTED], the Planning Commission held a public hearing on Developer’s application for this Agreement and recommended approval to the City Council. On [REDACTED], the City Council, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the proposed amendment to the Specific Plan and this Agreement, and after making appropriate findings, (i) pursuant to Resolution No. [REDACTED], adopted on [REDACTED], certified the SEIR as in compliance with CEQA, adopted a statement of overriding considerations and adopted a mitigation monitoring and reporting program for the SEIR, (ii) adopted the Specific Plan amendment pursuant to Resolution No. [REDACTED] on [REDACTED], (iii) *[approved the Site Plan and Design Review and Comprehensive Sign Program pursuant to Resolution No. [REDACTED] on [REDACTED] and (iv)]* on [REDACTED], adopted Ordinance No. [REDACTED] approving this Agreement. 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 City.

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

P. **Agreements Control Over Recitals.** The Parties acknowledge that the foregoing Recitals are intended to provide a general overview of the matters contemplated by this Agreement and related agreements being entered into concurrently herewith, but that the detail and specificity required for such transactions is contained only in the body of this Agreement and the Project Agreements, and therefore in the event of any conflict or inconsistency, the provisions contained below in the body of this Agreement and the Project Agreements shall control.

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

ARTICLE 1. DEFINITIONS.

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below.

1.1 157 Acre Site. The “157 Acre Site” is that approximately 157 gross acres of real property in the City of Carson, as shown on the Site Map attached hereto as **Exhibit “A”**. The 157 Acre Site is divided into five (5) Cells as shown on **Exhibit “A”** and is subject to the Specific Plan.

1.2 Actual Knowledge. “Actual Knowledge” shall have the meaning set forth in Section 14.7.

1.3 Advances. “Advances” shall have the meaning set forth in Recital L.

1.4 Agreement. “Agreement” means this Development Agreement, with all exhibits hereto, by and between City and Developer.

1.5 Anniversary Date. “Anniversary Date” means the date of the anniversary of each year following the Effective Date of this Agreement.

1.6 Annual Review. “Annual Review” means the annual review of Developer’s performance of the Agreement in accordance with Article 10 of the Agreement and Government Code § 65865.1.

1.7 Applicable Future Rules. “Applicable Future Rules” shall have the meaning set forth in Section 8.2.1.

1.8 Applicable Law. “Applicable Law” means all statutes, rules, regulations, ordinances, resolutions, official policies, guidelines, actions, determinations, permits, orders, or requirements of the federal, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Remedial Systems, the 157 Acre Site, or the performance of the Parties’ respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, subdivision, non-discrimination, prevailing wages if applicable, and DTSC regulations. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

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

1.10 ARENA. “ARENA” means the Amended and Restated Exclusive Negotiation Agreement between Authority, City and Developer dated June 20, 2017.

1.11 Assignment. All forms of use of the verb “assign” and the nouns “assignment” and “assignee” shall include all contexts of hypothecations, sales, conveyances, transfers, leases, and assignments.

1.12 Authority. “Authority” means the Carson Reclamation Authority established on February 17, 2015, through the adoption of a Joint Powers Agreement and the Bylaws of the Carson Reclamation Authority by the members. The First Amended Joint Powers Agreement of the Carson Reclamation Authority was approved March 17, 2015, and being a joint powers authority organized under Government Code Section 6500 et seq., with the members being the Housing Authority and Community Facilities Districts of City.

1.13 Authority Work. “Authority Work” shall mean collectively (i) the Site Development Improvements and (ii) the Offsite Improvements.

1.14 Boulevards Specific Plan. “Boulevards Specific Plan shall have the meaning set forth in Recital A.

1.15 BPS. “BPS” shall have the meaning set forth in Recital A and as more fully described in the Conveyancing Agreement in Section 6.1.

1.16 Carry Costs. “Carry Costs” means those costs associated with ownership by Authority of the 157 Acre Site and operation of the Remedial Systems, as further defined and described in Section 12.2 of the Conveyancing Agreement.

1.17 Cell 2 CC&Rs. “Cell 2 CC&Rs” shall have the meaning set forth in Section 14.3.

1.18 Cell 2 Surface Lot. “Cell 2 Surface Lot” shall have the meaning set forth in Recital F.

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

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

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

1.22 Certificate of Completion. “Certificate of Completion” shall have the meaning set forth in Section 5.8.

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

1.24 CFA. “CFA” shall have the meaning set forth in Recital B.

1.25 CFD. “CFD” shall have the meaning set forth in Section 14.4.2.

1.26 City. “City” means the City of Carson, California.

1.27 City Attorney. “City Attorney” means the City Attorney for the City of Carson or his or her designee.

1.28 City Council. The “City Council” means the governing body of City.

1.29 City Delay. “City Delay” shall have the meaning set forth in Section 5.6.

1.30 City Manager. “City Manager” means City Manager of City.

1.31 City Pylon Sign. “City Pylon Sign” shall have the meaning set forth in Section 4.7.2.

1.32 Claims or Litigation. “Claims or Litigation” means any litigation, administrative action or other adversarial proceeding, brought by adjacent owners or any other third parties challenging (i) the legality, validity or adequacy of (1) this Agreement, (2) the Existing Development Approvals, (3) any Future Development Approvals, (4) the General Plan or Land Use Regulations to the extent arising in the context of a challenge to or affecting implementation of any of the foregoing Development Approvals, or (5) other actions of City pertaining to the Project, or (ii) seeking damages against City as a consequence of the foregoing actions. “Claims or Litigation” shall also include any referendum involving the approval of this Agreement, any of the Existing Development Approvals or Future Development Approvals.

1.33 CM. “CM” shall have the meaning set forth in Recital B.

1.34 Collateral Assignment of Cooperation Agreement. “Collateral Assignment of Cooperation Agreement” shall have the meaning set forth in Section 9.2.

1.35 Conditions of Approval. “Conditions of Approval” means those conditions to development of the Project imposed pursuant to the Existing Development Approvals and attached hereto as **Exhibit “I”**.

1.36 Consumer Price Index. “Consumer Price Index” shall mean the index established by the Bureau of Labor Statistics based on information made available from the Bureau of Labor Statistics for the Index – All Items – 1982-84 = 100 for the smallest geographic area that includes City or, if such index is discontinued, such other similar index as may be publicly available that is selected by City in its reasonable discretion.

1.37 Conveyancing Agreement. “Conveyancing Agreement” means the agreement between Authority and Developer to be approved by Authority substantially concurrently with approval by City of this Agreement as described in Recital E hereof for Authority’s conveyance to Developer of the Developer Property for development of the Project.

1.38 Cooperation Agreement. “Cooperation Agreement” shall have the meaning set forth in Recital E.

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

1.40 Defaulting Party. “Defaulting Party” shall have the meaning set forth in Section 11.1.

1.41 Developer. “Developer” means CAM-CARSON, LLC, a Delaware limited liability company.

1.42 Developer Property. “Developer Property” shall have the meaning set forth in Recital F.

1.43 Developer Pylon Sign. “Developer Pylon Sign” shall have the meaning set forth in Section 4.7.2.

1.44 Development Agreement Statute. “Development Agreement Statute” means Sections 65864 through 65869.5 of the Government Code as it exists on the date the City Council approves this Agreement and as it may be subsequently amended.

1.45 Development Approvals. “Development Approvals” means the following (to the extent applicable to the Developer Property only and not generally applicable to some or all other properties within City), land use approvals, plans, maps, permits and entitlements of every kind and nature, including, but not limited to, Specific Plan amendments, General Plan or Zoning Code amendments, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, site plan and design review approvals, administrative permits, conditional use permits, sign program permits and approvals, review of building, signage or landscape plans, amendments and minor modifications and/or operating memoranda to this Agreement; parcel maps, tentative tract maps, subdivision improvement agreements, lot line adjustments, certificates of compliance, planning, engineering or other approvals required pursuant to the Conditions of Approval, grading, building and other similar permits affecting the Developer Property and other more detailed planning or engineering approvals, environmental assessments, including without limitation environmental impact reports, addenda, initial studies and mitigated negative declarations affecting the Developer Property, any amendments or modifications to those plans, maps, permits, assessments and entitlements and all conditions of approval legally required by City with respect to development of the Developer Property, as a condition to subdivision of the 157 Acre Site and/or implementation of the Project in accordance with this Agreement. The term Development Approvals includes both the Existing Development

Approvals and Future Development Approvals, but does not include rules, regulations, policies, and other enactments of general application within the City.

1.46 Development Impact Fees. “Development Impact Fees” means a monetary fee or exaction other than a tax or special assessment that is charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, pursuant to Government Code Section 66000(b). Development Impact Fees includes, without limitation, fees imposed by the City or any entity under the control of the City, with respect to connection to, construction or use of utilities, wastewater, storm drains, solid waste and water (potable and reclaimed); public transit, including public transportation services and initiatives; traffic improvements and operations; affordable housing; sustainability or green initiatives; capital facilities fees for government buildings, land, and equipment; Sheriff and fire protection facilities, including stations and equipment, parkland development, improvements, parkland acquisition, services, and initiatives, library fees.

1.47 Development Plan. “Development Plan” means the Existing Development Approvals, the Existing Land Use Regulations and any then-approved Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement.

1.48 Development PLL. “Development PLL” shall have the meaning set forth in Section 13.2.

1.49 Development Standards. “Development Standards” means the development standards set forth in the Specific Plan.

1.50 DIR. “DIR” shall mean the Department of Industrial Relations.

1.51 Director. “Director” means the City’s Director of Community Development or equivalent official. The Director shall be deemed the City’s compliance officer for monitoring Developer’s performance hereunder.

1.52 DTSC. “DTSC” means the California Department of Toxic Substances Control.

1.53 Easement Agreements. “Easement Agreements” means those certain easements to be granted by Authority in favor of Developer: (i) to provide access, development, operation and use rights for the Developer Pylon Sign in the Embankment Lot and (ii) to allow for subsidence of parking lot areas into the Subsurface Lot.

1.54 Effective Date. “Effective Date” means the latest of the following dates: (i) the date this Agreement becomes effective pursuant to the Development Agreement Statute; (ii) the date all necessary hearings have been held and the Existing Development Approvals have been granted; (iii) the filing of a Notice of Determination with the Recorder of Los Angeles County; and (iv) the date this Agreement has been executed by both Parties, which execution shall

take place concurrently with execution of the Conveyancing Agreement by Authority and Developer and the Cooperation Agreement by City and Authority.

1.55 Embankment Lot. “Embankment Lot” shall have the meaning set forth in Recital F.

1.56 Entitlement Obligations. “Entitlement Obligations” shall have the meaning set forth in Recital M.

1.57 Entry Plazas. “Entry Plazas” shall have the meaning set forth in Section 4.6.

1.58 Entry Signs. “Entry Signs” shall have the meaning set forth in Section 4.6.

1.59 Existing CFDs. “Existing CFDs” shall have the meaning set forth in Section 14.4.1.

1.60 Existing Development Approvals. “Existing Development Approvals” means (i) the Development Approvals listed on **Exhibit “J”**, regardless of when the permits and approvals listed in **Exhibit “J”** actually take effect, and (ii) Project Agreements. Regardless of when the Project Agreements actually take effect, the Parties acknowledge and agree that the Project Agreements shall be deemed concurrent to the Effective Date of this Agreement.

1.61 Existing Land Use Regulations. “Existing Land Use Regulations” or “Existing Regulations” means those Land Use Regulations applicable to the Developer Property in effect on the date the City Council approves this Agreement.

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

1.63 Force Majeure. “Force Majeure” shall have the meaning set forth in Section 16.2.

1.64 Foundation Work. “Foundation Work” is a part of the Site Development Improvements described in Section 1.110.

1.65 Future Development Approvals. “Future Development Approvals” means any discretionary or ministerial Development Approval implementing the Project or regulating development or use of the Developer Property for which an Application or request is made or approved by Developer and for which the City grants approval after the Effective Date. A list of specifically-anticipated and agreed-upon Future Development Approvals is attached hereto at **Exhibit “K”**, but the list of Future Development Approvals is not limited by this list.

1.66 Future Land Use Regulations. “Future Land Use Regulations” means Land Use Regulations enacted after the date this Agreement is approved by the City Council in accordance with this Agreement.

1.67 GBA. “GBA” means the gross buildable area of the Project, which shall have the meaning set forth in the Specific Plan.

1.68 General Plan. “General Plan” means the City’s General Plan as it exists on the date the City Council approves this Agreement.

1.69 Grading Permit. “Grading Permit” means a permit issued by the City’s Division of Building and Safety which allows the excavation or filling, or any combination thereof, of earth.

1.70 Infrastructure CFD. “Infrastructure CFD” shall have the meaning set forth in Section 14.4.1.

1.71 Infrastructure Obligations. “Infrastructure Obligations” shall have the meaning set forth in Recital M.

1.72 Land Use Regulations. “Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of City which affect, govern, or apply to the Project or regulate development or use of the Developer Property. Land Use Regulations include, without limitation, the ordinances and regulations adopted by City which govern permitted uses of land, the density and intensity of use, the architectural review, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project and the Developer Property, including, but not limited to, the SEIR and SEIR Mitigation Measures, the Zoning Code, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances establishing development impact fees, exactions, dedication requirements or other development-related fees or charges, subdivision and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term “Land Use Regulations” does not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.73 Lender. “Lender” shall have the meaning set forth in Section 15.1.

1.74 Major Review. “Major Review” shall have the meaning set forth in Section 10.4.

1.75 Master Sign Program. “Master Sign Program” shall have the meaning set forth in Section 4.7.5.

1.76 Minor Modifications. “Minor Modifications” means those changes to this Agreement and the Development Plan which can be made administratively as set forth in Section 7.4.1.

1.77 MOU. “MOU” means that certain Memorandum of Understanding between Authority and Developer dated June 20, 2017.

1.78 Mortgage. “Mortgage” shall have the meaning set forth in Section 15.1.

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

1.80 Non-Defaulting Party. “Non-Defaulting Party” shall have the meaning set forth in Section 11.1.

1.81 Notice of Default. “Notice of Default” shall have the meaning set forth in Section 11.4.

1.82 O&M. “O&M” shall have the meaning set forth in Section 14.4.2.

1.83 Offsite Improvements. “Offsite Improvements” means those infrastructure, utilities and other improvements to serve the 157 Acre Site as identified in **Exhibit “E”** hereto, most of which are outside the boundaries of the Cell 2 Surface Lot including, without limitation, as required by the SEIR, the SEIR Mitigation Measures and the Conditions of Approval.

1.84 Operating Memoranda. “Operating Memoranda shall have the meaning set forth in Section 7.4.2.

1.85 Party or Parties. “Party” or “Parties” shall have the definition set forth in the preamble to this Agreement.

1.86 Performance Review. “Performance Review” shall have the meaning set forth in Section 10.6.

1.87 Permitted Land Uses. “Permitted Land Uses” means all land uses permitted by the Specific Plan for Planning Area 2 as of right or permitted with issuance of the appropriate administrative permit, conditional use permit, variance and/or site plan and design review approval, as the case may be, as further described in Section 6 of the Specific Plan, including without limitation Tables 6.1 and 6.2 thereof. Permitted Land Uses shall specifically exclude the Prohibited Uses.

1.88 Permitted Transfer. “Permitted Transfer” shall have the meaning set forth in Section 12.1.

1.89 Phase, Phase I, Phase II, Phases. “Phase” shall mean each of “Phase I” and “Phase II”, as the same are defined in Section 5.7, and Phases shall mean Phase I and Phase II, collectively.

1.90 Planning Commission. “Planning Commission” means the Planning Commission of City.

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

1.92 Prohibited Uses. “Prohibited Uses” shall have the meaning set forth in **Exhibit “N”**.

1.93 Project. “Project” means the development of high-quality, state of the art, fashion outlet and retail center of not less than 450,000 GBA square feet (for Phase I only) and up to 711,500 GBA square feet (taking into account Phase I and Phase II, which may be developed separately or concurrently), which may include, at the sole discretion of Developer, sit-down restaurant space of up to 15,000 GBA square feet, a VIP cocktail lounge, and the various take-out and on-site food and alcohol service uses permitted by right or with an administrative use permit or conditional use permit (in each case upon the approval by City of such permit) in the Specific Plan, and related signage on the Developer Property pursuant to this Agreement and the Development Plan, as described more specifically in the Scope of Development attached hereto as **Exhibit “D”**. The definition of Project includes the preparation of designs for, and improvement of, the Developer Property for purposes of effecting the structures and improvements comprising the Project including, without limitation: design, grading, the construction of infrastructure related to the Project, whether located within or outside the Developer Property; the construction of structures and buildings; construction in connection with leasing of the Project, including, without limitation, installation of tenant improvements; installation of landscaping; installation of signs, including, without limitation, the Developer Pylon Sign, the Entry Signs and other signs described in the Development Plan; and the operation, use and occupancy of, and the right to maintain, repair, or reconstruct, any private building, structure, sign, improvement, leased premises or facility after the construction and completion thereof.

1.94 Project Agreements. “Project Agreements” means, collectively, this Agreement, the Conveyancing Agreement, the Cooperation Agreement and the Collateral Assignment of Cooperation Agreement and the legally authorized amendments thereto.

1.95 Pylon Signs. “Pylon Signs” shall mean the freestanding digital and static freeway-oriented icon pylon signs described in Section 4.7.2.

1.96 Pylon Sign Easement Area. “Pylon Sign Easement Area” shall have the meaning set forth in Recital F.

1.97 RAP. “RAP” means the DTSC-approved a Remedial Action Plan for portions of the 157 Acre Site, which RAP requires the installation, operation and maintenance of Remedial Systems.

1.98 Reimbursement Agreement. “Reimbursement Agreement” shall have the meaning set forth in Recital D.

1.99 Remainder Developers. “Remainder Developers” shall have the meaning set forth in Recital J.

1.100 Remainder Site. “Remainder Site” shall have the meaning set forth in Recital J.

1.101 Remedial Systems. “Remedial Systems” means the installation, operation and maintenance of all required Remedial Systems, including without limitation a landfill liner and cap, gas collection and control system, and groundwater extraction and treatment system on the 157 Acre Site, the soil excavation and grading work to accommodate such systems, and including any other mitigation measures required by Applicable Law with respect to hazardous materials currently located on the 157 Acre Site. Although Remedial Systems do not include BPS under DTSC rules, for purposes hereof, BPS systems are included in the term Remedial Systems.

1.102 Remediation CFD. “Remediation CFD” shall have the meaning set forth in Section 14.4.1.

1.103 Reservation of Authority. “Reservation of Authority” means the reservation of Authority to City as set forth in Article 8.

1.104 Sales Tax Assistance. “Sales Tax Assistance” means the reimbursement by Authority to Developer of Developer’s advances for Offsite Improvements and the Site Development Improvements pursuant to Section 7 of the Conveyancing Agreement, which reimbursements shall be funded by payments by City to Authority pursuant to the Cooperation Agreement. The Sales Tax Assistance is generally described as up to fifty percent (50%) of the sales taxes resulting from operations on the Developer Property for a term of up to twenty-five (25) years, but is governed by the specific formula set forth in the Conveyancing Agreement.

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

1.106 Schedule of Performance. “Schedule of Performance” means the timeline for performance of the Project as set forth in **Exhibit “L”**, and as it may be amended from time to time.

1.107 SEIR. “SEIR” shall have the meaning set forth in Recital N. The term “SEIR” is deemed to include all provisions of the 2006 Final EIR and 2009 addendum described in Recital I.

1.108 SEIR Mitigation Measures. “SEIR Mitigation Measures” means the Mitigation Measures attached hereto as **Exhibit “H”**.

1.109 Sheriff. “Sheriff” shall have the meaning set forth in Section 4.3.2.

1.110 Site Development Improvements. “Site Development Improvements” shall mean the improvements to be constructed within Cell 2 by the Authority and include: (i) installation of piles and pile caps, vaults, under slab utilities (“Sub-Foundation Work”); (ii) establishing underground utility runs from the property lines to the utility shelves connected to the buildings (“Utility Work”); and (iii) constructing the structural slab for the foundation of the buildings (“Foundation Work”), all as set forth in Recital L and as more specifically described in Section 5 of the Conveyancing Agreement.

1.111 Specific Plan. “Specific Plan” shall have the meaning set forth in Recital A.

1.112 State Board. “State Board” means the California State Board of Equalization.

1.113 Subdivision Map Act. “Subdivision Map Act” means Government Code § 66412 *et seq.* as implemented by Title IX, Chapter 2 of the Municipal Code.

1.114 Sub-Foundation Work. “Sub-Foundation Work” is part of the Site Development Improvements described in Section 1.110.

1.115 Subsidence Easement Area. “Subsidence Easement Area” has the meaning set forth in Recital F.

1.116 Subsurface Lot. “Subsurface Lot” has the meaning set forth in Recital F.

1.117 Surface Lot. “Surface Lot” has the meaning set forth in Recital F.

1.118 Successor Agency. “Successor Agency” shall have the meaning set forth in Recital C.

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

1.120 Termination Hearing. “Termination Hearing” shall have the meaning set forth in Section 11.5.4.

1.121 The District at South Bay Specific Plan. “The District at South Bay Specific Plan” shall have the meaning set forth in Recital A.

1.122 Termination Notice. “Termination Notice” shall have the meaning set forth in Section 11.5.3.

1.123 Utility Work. “Utility Work” is part of the Site Development Improvements described in Section 1.110.

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

ARTICLE 2. NATURE OF AGREEMENT.

2.1 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. Any capitalized terms not defined in Article 1 shall have the meaning otherwise assigned to them in this Agreement, or where specifically indicated, the Project Agreements, or as apparent from the context in which they are used.

2.2 Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted the Development Agreement Statute, Sections 65864, et seq., of the Government Code, authorizing City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

2.3 Creation of Authority. The Carson Reclamation Authority was established on February 17, 2015, through the adoption of a Joint Powers Agreement and the Bylaws of the Carson Reclamation Authority by the members. The First Amended Joint Powers Agreement of the Carson Reclamation Authority was approved March 17, 2015. Prior to the formation of the City of Carson, as unincorporated territory in the County of Los Angeles, significant portions of the territory were used as conveniently accessible waste disposal areas for Los Angeles and other cities in the basin, and significant industrial development also produced waste product; and alleviating these hazards was a significant reason for incorporation of City in 1968. While private development has proceeded since incorporation, the most contaminated areas, including the 157 Acre Site, were not developed. The 157 Acre Site passed in title from the owners of the former landfill to entities wishing to develop it, which development proposals were ultimately abandoned. Eventually, the then-owner offered to convey the 157 Acre Site to City without charge, but seeking indemnification. City determined that such a transaction may be the only way to develop the 157 Acre Site, but as under the state and federal environmental law, liability remains with the owner, if City took title it could assume landowner liability. City was unwilling to put its general fund, and taxpayers, at risk for environmental cleanup costs exceeding One Hundred Million Dollars (\$100,000,000). It was for these reasons Authority was formed to take title to and pursue remediation of the 157 Acre Site and similarly situated properties in the City. All of this history has been fully disclosed to Developer and the structure of this transaction is arranged to facilitate the goals of (i) fully remediating the 157 Acre Site, (ii) empowering Authority to carry out the transaction, (iii) protecting Developer from liability arising from the prior site contamination,

(iv) obtaining necessary entitlements from City, (v) protecting City from any liability which would arise to the land owner, and (vi) obtaining adequate insurance to protect all Parties.

2.4 Limitation on Obligations of City. Based on the foregoing and the agreement of the Parties in the ARENA, City's obligations are specifically limited and described as the Entitlement Obligations, the Infrastructure Obligations and the Financial Obligations, and are summarized below:

2.4.1 *Entitlement Obligations.* The Entitlement Obligations are extensively described in this Agreement, and nothing herein shall be deemed to supersede any specific provision hereof relating to City's Entitlement Obligations. To perform the Entitlement Obligations, City shall be reimbursed its expenses by Developer for its Processing Fees as described Section 5.3.3, the expediting costs as described in Section 5.3.5 and other costs specified herein.

2.4.2 *Infrastructure Obligations.* These obligations will be contracted to Authority in the Cooperation Agreement. They include all SEIR Mitigation Measures and all applicable Conditions of Approval. The Offsite Improvements are described in **Exhibit "E"**.

2.4.3 *Financial Obligations.* In exchange for Authority undertaking the Infrastructure Obligations, Authority and City through the Cooperation Agreement have negotiated a sales tax sharing agreement obligating City to pay Authority the Sales Tax Assistance payments based on a formula described in the Conveyancing Agreement.

2.4.4 *Authority Obligations.* At various points herein, obligations of Authority are listed or described. This is for informational purposes only to clarify the obligations of the Parties and how the transaction will be carried out, and the description of an Authority obligation or commitment in this Agreement shall not make it an obligation of City unless it is specifically stated as an obligation of City. City has no express or implied obligations contrary to the intent of Sections 2.3 or 2.4 above or Recital M.

2.5 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the 157 Acre Site, including, without limitation, the Developer Property, separately from, or jointly with, City, and this Agreement does not limit the authority of such other public agencies.

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

Exhibit "A"	157 Acre Site Map and Depiction of Cells 1 Through 5
"	Surface and Subsurface Lot Division
Exhibit "B"	Surface Parcel and Subsurface Parcel
Exhibit "C-1"	Cell 2 Surface Lot Legal Description
Exhibit "C-2"	Subsidence Easement Area
Exhibit "C-3"	Pylon Sign Easement Area and Location of Pylon Signs
Exhibit "C-4"	Entry Plaza Locations

Exhibit “D”	Scope of Development
Exhibit “E”	List of Offsite Improvements with Projected Costs
Exhibit “F”	Remedial Systems Cost
Exhibit “G”	Responsibility Matrix
Exhibit “H”	SEIR Mitigation Measures
Exhibit “I”	Conditions of Approval
Exhibit “J”	List of Existing Development Approvals
Exhibit “K”	List of Future Development Approvals
Exhibit “L”	Schedule of Performance
Exhibit “M”	Summary of Joint Authority/Developer Program of Insurance
Exhibit “N”	Prohibited Uses
Exhibit “O”	Specific Plan

ARTICLE 3. TERM.

3.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and, unless earlier terminated pursuant to Article 11, shall continue until the earlier of the date (i) that is twenty-five (25) years from the date the first Sales Tax Assistance payment is made to Developer or (ii) upon which the full Total Recovery Amount (as such term is defined in the Conveyancing Agreement) is paid. Promptly following the payment of the first Sales Tax Assistance payment to Developer, the Parties shall cooperate to execute and cause to be recorded against the Cell 2 Surface Lot in the Recorder’s office for Los Angeles County a notice setting forth the date of such issuance and confirming the date upon which the first Sales Tax Assistance payment was made.

ARTICLE 4. NATURE OF DEVELOPMENT.

4.1 Vested Right to Develop. During the Term, subject to the Reservation of Authority by City contained in Article 8, Developer shall have a vested right to develop the Project on the Developer Property in accordance with and to the full extent permitted by the Development Plan, as the same may be amended or modified from time to time consistent with the terms of this Agreement, all of which shall exclusively control the development of the Project (including, without limitation, the uses, the density or intensity of use, architectural review, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project or the Developer Property), including the vested right to construct the Project in two Phases and for a total of 711,500 GBA square feet of development rights. There are no Development Impact Fees applicable to the Project or the Developer Property and City agrees that during the Term it shall not impose, or allow the imposition of Developer Impact Fees upon Developer, the Project, or the Developer Property. To carry out the Project, Developer anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement and the Project Agreements. In the absence of this Agreement, Developer would not have assurance that it can complete and utilize the Project for the uses and to the density and intensity of development set forth in this Agreement and the Existing Development Approvals. This Agreement is necessary to assure Developer that the Project will not be (i) reduced or otherwise modified in density, intensity or use, maximum height and size of proposed buildings

and the design standards applicable to the Project and the Developer Property, from what is set forth in the Existing Land Use Regulations and Existing Development Approvals, or (ii) subjected to new rules, regulations, ordinances or official policies or plans except (1) Applicable Future Rules; and (2) Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement. Accordingly, Future Development Approvals shall apply to the Project and the Developer Property only to the extent that they are not in conflict with the then-applicable Development Plan or are not contrary to the terms of this Agreement. Land Use Regulations enacted after the date this Agreement is approved by the City Council shall apply to Application(s) only to the extent such Applications do not relate to Existing Development Approvals and application of such Land Use Regulations is approved by Developer or is made applicable to the Project or the Developer Property pursuant to the Reservation of Authority of City in Article 8 of this Agreement.

4.2 Scope of Development. It is the Parties' mutual goal to make the 157 Acre Site an iconic regional attraction, both on the I-405 Freeway corridor, and generally. The nature of the other uses on the 157 Acre Site, and the architectural design should harmonize, and create a synergy with respect to the development of the entire 157 Acre Site. Developer shall construct the Project in substantial conformance with the Scope of Development, the SEIR Mitigation Measures, the Conditions of Approval, the Development Plan and the final plans and specifications approved by City. Developer shall not make any material changes (i.e., a change of more than plus or minus five percent ($\pm 5\%$) or a similarly not *de minimis* degree of change for matters that do not reduce to percentages to any one feature of Project) to the final plans and specifications without the written consent of the City Manager or his or her designee. This standard also applies to the Phases of the Project as specified in the Scope of Development, provided that the Scope of Development with respect to Phase I can be expanded by more than 5% and the Scope of Development with respect to Phase II may include all square footage, up to 711,500 GBA square feet, not utilized in Phase I. Further, Developer shall not construct the Project in a manner which would violate the Development Plan, SEIR Mitigation Measures, this Agreement or the Project Agreements, except upon obtaining any additional permits, orders, licenses or approvals required by the Existing Land Use Regulations, Existing Development Approvals and Applicable Future Rules and Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement. Developer shall maintain a copy of the Project's final plans and specifications on the Developer Property during construction and shall update them regularly to indicate any changes subject to the terms of this Section. Developer shall also make such plans and specifications available to City for inspection upon request. As soon as is practicable after completion of Project construction, Developer shall submit to City as-built plans and specifications showing the Project as actually constructed.

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

4.3.1 *Public Art Fee.* The public art fee provided in Section 6.9 of the Specific Plan is waived.

4.3.2 *Sheriff's Substation.* Developer intends to provide substantial private security and to coordinate with the Los Angeles County Sheriff's Department ("**Sheriff**")

in security matters. Within the Project, Developer shall establish and furnish with equivalent equipment approved by City, a joint private security and Sheriff's substation, linked to the Sheriff's command facility with computer stations and furnishings commensurate with the furnishings provided for Developer's private security personnel. From time to time as requested by any Party or the Sheriff, the Parties shall meet and confer with the Sheriff regarding matters related to the security of the Project, including, if requested by the Sheriff, automated license plate reader cameras; provided that nothing herein shall require Developer to provide additional security measures, including automated license plate reader cameras. City and Developer agree that the obligations of Developer set forth in this Section 4.3.2 and Section 4.3.3 fully satisfy Developer's fair share contribution for Sheriff's services, facilities, and equipment in the SEIR Mitigation Measures and otherwise and no additional financial contribution shall be required from Developer with respect to the foregoing.

4.3.3 *Sheriff's Services and Fees.* City and Developer agree to equally share the cost of staffing for one full time deputy, with such services principally dedicated to the Cell 2 Surface Lot. Additionally, Developer shall pay for supplemental or overtime services requested by Developer. All costs of Sheriff's services paid by Developer pursuant to this Section shall be administered through and rates shall be determined pursuant to City's contract with the Sheriff, as it may be amended from time to time, at the contracted rates paid by City for Sheriff's services and without mark-up or administrative fee of any type or sort, unless such administrative fee or mark-up is paid by City pursuant to the agreement between City and the Sheriff. Except as may otherwise be specifically agreed by Developer in writing and in advance, all other costs associated with provision of Sheriff's Department services to the Developer Property and/or the Project shall be at the sole cost and expense of City.

4.3.4 *Shuttle Fee.* The SEIR Mitigation Measures include a measure requiring City to operate a low emission public transportation shuttle among significant public locations and the Specific Plan provides for payment of an annual fee of Seventeen Thousand Dollars (\$17,000) by Developer to operate such shuttle. Accordingly, upon commencement of shuttle operation by City, Developer shall pay such amount annually to City, as the same shall be adjusted by an amount equal to the increase or decrease in the Consumer Price Index in the prior calendar year. The operational plan will be reviewed with Developer and Remainder Developers prior to operation and will be updated from time to time, with ridership monitored to assure effectiveness.

4.4 City Infrastructure Obligations; Authority Work; Cooperation Agreement. Pursuant to Section 2.4.2, City is obligated to perform the Infrastructure Obligations. City has contracted with Authority to carry out the Infrastructure Obligations including construction of the Offsite Improvements to avoid working the contaminated soil and the potential liability to taxpayers. Additionally, Authority is also constructing the Site Development Improvements, which are more fully described in the Conveyancing Agreement. Collectively, the Offsite Improvements and Site Development Improvements are described in this Agreement as the Authority Work. Developer is advancing funds to Authority to perform portions of the Authority Work. Authority has agreed (i) to construct the Authority Work in accordance with the requirements of the Conveyancing Agreement, including the Project Schedule set forth therein and the requirements of the SEIR, the SEIR Mitigation Measures, the Existing Development Approvals

and Future Development Approvals, if any, made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement and (ii) to reimburse to Developer the sums advanced by Developer for the performance of the Authority Work. Authority's performance of the Authority Work is a necessary precondition to Developer's construction of the Project. City and Authority have concurrently entered into the Cooperation Agreement, pursuant to which, among other things, City has agreed to provide funding to Authority sufficient to allow Authority to reimburse advances made by Developer to Authority pursuant to the Conveyancing Agreement. The Cooperation Agreement is further described in Article 9.

4.5 Offsite Parking. The Conveyancing Agreement provides that if approved by DTSC, Authority will construct, at Developer's request and cost, parking for peak periods and buses on the Remainder Site, particularly, but not limited to, Cell 4, and permit Developer to use such parking at no cost except for reimbursement of the proportional share of the Carry Costs on the sites so used by Developer until commencement of development on such sites. City agrees that the use of parking in Cells other than Cell 2 by Developer is an ancillary use to the Project and a permitted use under the Specific Plan and that no additional City approvals would be required to utilize parking in Cells other than Cell 2 for such overflow and bus parking purposes. When requested by the Remainder Developer, Developer shall, at Developer's expense, timely vacate the Remainder Site and Authority will restore the property to a condition which accommodates the development of such Remainder Site.

4.6 Project Entries and Entry Monument Signs. As a part of the Offsite Improvements, City will permit design and development of three entry plazas for the 157 Acre Site at the main access points to the 157 Acre Site at Del Amo Boulevard, Main Street, and at the Avalon Boulevard/I-405 Freeway ramps generally in the locations shown on **Exhibit "C-4"** ("**Entry Plazas**"). The Entry Plaza improvements will include iconic entry monuments with integrated signage (comprising the "Entry Monuments" described in Section 6.6 of the Specific Plan) which shall include the overall development name for the 157 Acre Site and specific identification signage for the Project as approved by Developer ("**Entry Signs**"). The Entry Plazas and Entry Signs will be developed in accordance with Sections 6.4 and 6.6 of the Specific Plan and the Entry Plazas may incorporate hardscape, landscape or other aesthetic features in addition to the Entry Signs. Plans will be subject to review by Developer and Remainder Developers. The Entry Signs may include identity signage for the 157 Acre Site and shall in all cases include identity signage for the Project which shall be of a size and prominence commensurate with the size and prominence of the entry signage of other developments on the Remainder Site and with the design thereof approved by Developer. The costs of construction, operation and maintenance of the Entry Plazas, including Entry Signs shall be funded pursuant to CFD, as further described in Section 14.4 below.

4.7 Signage; Master Sign Program; Covenant Regarding Embankment Lot.

4.7.1 *General.* Signage and visibility of the Project from the I-405 Freeway are vital to the economic viability and success of the Project and to the ability of the Project to generate sales tax revenues. Developer will have the exclusive right to place and operate digital, electronic message center/changeable message and static display signage on the exterior walls of the buildings constructed on the Cell 2 Surface Lot and shall also have the right to place

other signs around and within the Cell 2 Surface Lot including, without limitation, along or visible from the I-405 Freeway, as well as the right to place the Developer Pylon Sign on the Embankment Lot and to have Project identity signage placed on the Entry Signs, as further described in this Agreement and in the Specific Plan.

4.7.2 *Pylon Signs.* The Specific Plan sets forth two Conceptual Sign Location options which vary only in number, location and type of Pylon Signs. The City has made a determination to implement Option A (depicted in Specific Plan Figure 6.6a and described in Specific Plan Table 6.6), which allows development of the following (collectively, the “**Pylon Signs**”): (i) two freestanding, 88-foot-high freeway-oriented icon pylon signs that are illuminated, utilize digital display with equivalent sign faces and/or LED and electronic message center/changeable message display, one reserved for use by the developer of Planning Area 2 (“**Developer Pylon Sign**”) and the other by City (“**City Pylon Sign**”) and (ii) two static freeway icon pylon signs which may be allocated to the Remainder Developers owning portions of the Remainder Site. Developer shall have the vested right to construct, use, maintain (including, without limitation, replacement of technology, internal systems and sign faces without changing the pylon structure), operate and repair the Developer Pylon Sign on the Embankment Lot in the Pylon Sign Easement Area and as further described in the Scope of Development attached as **Exhibit “D”**. Developer shall have the right to cause Authority to install piles on the Embankment Lot as reasonably necessary to allow for construction of the Developer Pylon Sign as part of the Site Development Improvements. At the close of escrow under the Conveyancing Agreement, Authority shall grant to Developer an easement for the Developer Pylon Sign in the Pylon Sign Easement Area. City shall have a co-equal right to place the City Pylon Sign within the Embankment Lot in accordance with the provisions of this Agreement and Option A of the Specific Plan.

4.7.3 *Restrictions on Embankment Lot Use.* The location of the Pylon Signs in the Specific Plan has been determined pursuant to a view study conducted by Developer and approved by City. All Pylon Signs have been located in a manner that seeks to meet minimum Caltrans requirements and to maximum visibility for the Project and the Developer Pylon Sign and for the City Pylon Sign and the Pylon Sign(s) of the Remainder Developers. In no event shall City authorize placement of Pylon Signs in any location other than as permitted by Section 6.6 of the Specific Plan or in a manner which would violate any applicable regulatory requirements. Without limiting the generality of the foregoing and notwithstanding any other provision of this Agreement or the Specific Plan, in no event shall City permit the City Pylon Sign to be placed within a distance from the Developer Pylon Sign of one thousand (1,000) linear feet or the static Pylon Signs within a distance from the Developer Pylon Sign of six hundred (600) linear feet, and the City shall in all events cause the signs to be placed in a manner that does not violate then-applicable Caltrans minimum sign separation standards.² In addition, except with respect to the Pylon Signs described in Section 4.7.2, City shall not permit or authorize use of the Embankment Lot for any purpose other than open space, construction of ground cover, shrubs, low scale landscaping, and utility related improvements not to exceed one (1) foot in height from the top of the Embankment Lot and, further, such improvements shall not obstruct either (i) the fire lane or other fire or public

safety access on the Cell 2 Surface Lot or (ii) views from the I-405 Freeway of the face area of Project signage, including without limitation, the Developer Pylon Sign and building identity and advertising signage of the Project.

4.7.4 *Signage on Embankment Lot; Off-Premises Advertising.* City and Developer will cooperate in obtaining such rights and permits as shall be needed for planned signage on the Embankment Lot, including, without limitation, supporting applications to Caltrans for off-premises advertising permits for either or both the Developer Pylon Sign and the City Pylon Sign, including by seeking to have Caltrans approve portions of the Embankment Lot as non-landscaped which would provide flexibility to allow off-premises advertising permits. The City Pylon Sign will be retained by City and shall be available to City for revenue purposes and to advertise community organizations and events and, if owned and controlled by City, may also be used for off-premises advertising with the approval of Caltrans. In no event shall off-premises advertising signage advertise competing shopping centers or off-premises advertising be permitted on any signage on the 157 Acre Site other than on the City Pylon Sign and/or the Developer Pylon Sign. If the City Pylon Sign or the Developer Pylon Sign is used for off-premises advertising, City and Developer shall share the net proceeds of such advertising on a 50/50 basis. The Parties shall use a mutually agreed upon independent audit firm to establish appropriate revenue sharing and shall share the cost thereof.

4.7.5 *Master Sign Program.* City shall have the right, in coordination with Developer and the Remainder Developers, to develop a Master Sign Program, provided that such Master Sign Program shall not be inconsistent with the Development Plan. The cost of the Master Sign Program shall be borne by the Remainder Developers except as provided below. Upon its adoption, the Master Sign Program will control with respect to all subsequent Future Development Approvals related to design and location of all 157 Acre Site signage, including, without limitation, along the Embankment Lot. Freeway signage is subject to approval by Caltrans. The Master Sign Program will be subject to revision as the Remainder Site is developed, with Developer and Remainder Developers forming a sign review committee which shall review any proposed revisions and make comments to City with City having final determination; provided that in no event shall the Master Sign Program supersede the Existing Development Approvals or any then adopted Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement. The Master Sign Program may be adopted in stages, provided that the initial (minimum) Master Sign Program shall include the Entry Signs and shall be subject to review by the sign review committee. In the event City determines to prepare a Master Sign Program, Developer shall collaborate with City and the Remainder Developers, if any, in undertaking view studies as a part of the Master Sign Program (i) to promote good design and compatibility, (ii) to prevent view obstruction of the signage of the Project and (iii) to prevent sign proliferation. To the extent any portion of the Master Sign Program comprises a Future Development Approval for the benefit of the Developer Property (including, for example, by creating entitlements for Entry Signs), Developer shall pay thirty percent (30%) of the reasonable costs incurred by City in preparing the Master Sign Program.

4.8 Agreement to Govern Zoning; Priority of Regulations. City has determined that this Agreement is consistent with the General Plan, the Specific Plan and the Zoning Code. As such, this Agreement and its exhibits shall be the primary documents governing the Project and

the use and development of the Developer Property, and, in the event of a conflict, shall prevail over the Existing Land Use Regulations. Any zoning issues or requirements applicable to the Developer Property or any portion thereof that are not otherwise governed by this Agreement, the Specific Plan, the Existing Development Approvals and/or the Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement shall be governed by the Existing Land Use Regulations. Project zoning and permitting shall be governed by the following hierarchy of regulations when there is a conflict in terms that is not reasonably susceptible to interpretive harmonization (with item “a” having highest governing authority and descending therefrom):

- (a) The SEIR and SEIR Mitigation Measures in connection with the Existing Development Approvals, as the same may be amended from time to time, in accordance with this Agreement;
- (b) The terms of this Agreement;
- (c) The terms of any Existing Development Approvals including without limitation the Specific Plan;
- (d) Existing Land Use Regulations.

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

4.10 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 that purports to impose or result in a limitation on the conditioning, rate, timing and sequencing of the Project on all or any portion of the Developer Property or alter the sequencing of development phases, including without limitation, the Phases, or alter or limit entitlements to use or service (including, without limitation, sewer and water) imposed by City, an agency of City or through the initiative and referendum process shall apply to govern, or regulate the Project or development or use of the Developer Property during the Term, whether affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or permits or other entitlements to use issued or granted by City. 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 Reservation of Authority set forth herein.

4.11 Existing Development Approvals. Only those items specifically set forth on **Exhibit “J”** hereto are deemed Existing Development Approvals for purposes of this Agreement. Any approvals not included within **Exhibit “J”** shall not apply to the Project with the exception of Applicable Future Rules permitted pursuant to Article 8 below and Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement.

4.12 CEQA. City shall be responsible for obtaining the approval of this Agreement and the Project as required by CEQA; CEQA review and approvals for the Project are or have been completed prior to, or concurrent with, approval of this Agreement by the City Council. Without limitation of the foregoing, Developer specifically acknowledges and agrees that in connection with the Project, Developer shall satisfy all SEIR Mitigation Measures for which Developer is assigned responsibility. Because the Project and Authority Work have been extensively analyzed in the SEIR, no new CEQA analysis shall be required for Future Development Approvals, provided that none of the conditions are present which required further environmental review under CEQA, including, without limitation, Public Resources Code Section 21166. In the event that any additional CEQA documentation is legally required for any discretionary Future Development Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Future Development Approval and City shall conduct such CEQA review as expeditiously as possible, at Developer's expense.

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

4.14 Energy Efficient and Sustainable Building Design. All Project buildings shall promote sustainable and energy efficient practices through compliance with California Code of Regulations, Title 24. In addition, the Project shall be designed to meet the standards for a LEED Silver Certified building (or equivalent techniques or designed used for the purpose of reduction of energy use as approved by the Director in writing) and Developer shall use commercially reasonable efforts to exceed such standards. Systems which may be utilized would include solar panels and other alternative energy technologies. Additionally, to reduce emissions, at all truck loading locations, power plug-in stations shall be provided to reduce emissions from idling trucks.

ARTICLE 5. CONSTRUCTION AND SCHEDULING.

5.1 Timing of Development. The Schedule of Performance attached as **Exhibit “L”** sets forth the anticipated schedule for construction of the Project. Developer has the right to construct the Project in two Phases as further described in Section 5.7. Developer will use commercially reasonable efforts to process the Project and commence and complete construction of the Project in accordance with the Schedule of Performance. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties’ agreement, it is the Parties’ intent to cure that deficiency by acknowledging and providing that Developer will adhere, with respect to development of Phase I, to the terms of the Schedule of Performance, as the same may be modified in accordance with this Agreement, regarding the timing of development and will have the right to develop Phase II at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment, with the failure to develop Phase II having the consequences provided in the Conveyancing Agreement. It is recognized that Developer’s construction of the Project is dependent upon the timely completion of the Authority Work and Remedial Systems and compliance with the applicable Conditions of Approval and the SEIR Mitigation Measures and, further, that the Parties and Authority cannot fully predict the timing or sequencing in which the Project will be developed, since such decisions depend upon numerous factors, many of which are not completely within the control of the Parties or Authority. Accordingly, the Schedule of Performance shall be extended due to (i) forces beyond the Parties’ reasonable control pursuant to a Force Majeure pursuant to Section 16.2; (ii) mutual agreement of the Parties pursuant to Section 5.6 and (iii) City Delay. Once construction is commenced for any Phase of the Project, it shall be diligently pursued to completion, and shall not be abandoned for more than one hundred and eighty (180) consecutive calendar days, except when due to a Force Majeure event. Developer shall keep the City informed of the progress of Project construction and submit written reports of the progress of the construction when and in the form reasonably requested by City and City shall keep Developer informed of the progress of Future Development Approvals and other matters before the City for consideration and approval and other matters related to the Project and/or the Developer Property.

5.2 Plan for Construction Scheduling and Phasing.

5.2.1 *Construction Schedule.* Developer will provide Authority with a plan for the schedule of construction of the Project, including needed construction access prior to commencement of construction. City acknowledges that the Project may be developed in two Phases, with the approximate square footages specified in Section 5.7, and that the construction schedule may reflect that phasing. A similar schedule shall be reviewed from the Remainder Developers if the construction periods will overlap. Representatives of City, Authority, Developer and each Remainder Developer shall meet to develop a coordinated schedule for all construction activity so that no project interferes with another. The schedule shall also be utilized to develop an infrastructure phasing plan which shall be provided to Developer and Remainder Developers for comment.

5.2.2 *Remainder Site.* Consistent with the nature of a major construction project, City shall reasonably regulate development of the Remainder Site so as to ensure that construction activities on and around such other sites, including dust, noise, odors, traffic impediments, etc., do not adversely affect the Project, and that the construction activity on the Developer Property will not adversely affect the development of the Remainder Site. The phased development plan which is being discussed with DTSC will include mitigation measures for the phased development of Cells to comply with DTSC requirements.

5.3 Processing.

5.3.1 *Developer Submittals; City Processing.* Developer, in a timely manner which will implement the Project in accordance with the Schedule of Performance, will provide City with all documents, Applications, plans and other information necessary for City to carry out its obligations hereunder and will cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. Upon satisfactory completion by Developer of all required preliminary actions, meetings, submittal of required information and payment of appropriate Processing Fees, if any, City shall promptly commence and diligently proceed to process all required Development Approvals in accordance with Section 6.5.

5.3.2 *Good Faith Cooperation.* It is the express intent of this Agreement that the Parties cooperate and diligently work to implement any zoning or other land use, site plan, subdivision, grading, building or other approvals necessary for the Authority Work and the Project in accordance with the Existing Development Approvals and the Schedule of Performance. Notwithstanding the foregoing, nothing herein shall be construed to require City to process Developer's Applications ahead of other projects in process. If Developer elects, in its sole discretion, to request City to incur overtime or additional consulting services to receive expedited processing by City, Developer shall pay all such overtime costs, charges or fees incurred by City for such expedited processing and City agrees to expedite processing of Development Approvals, building permits and other permits and approvals required for the Development to construct the Project, including, without limitation, by authorizing overtime payments to its employees and contractors as reasonably required to expedite processing. Notwithstanding the foregoing, the County, to which the City subcontracts certain of its Building and Safety Department functions, has indicated in writing that it will expedite processing of the Development Approvals under its authority at no additional cost to City and City agrees to cooperate with Developer to implement such agreement, to the extent feasible.

5.3.3 *Processing Fees.* Developer shall pay all normal and customary Processing Fees applicable to such permits which are standard for and uniformly applied to similar projects in City.

5.3.4 *Application for Future Development Approvals.* Unless specifically otherwise provided, all provisions of this Article 5 shall also apply to Article 6 governing Future Development Approvals, including Processing Fees, standard of work, permits by other agencies, and so forth.

5.3.5 *City Agreement to Expedite Work.* In consideration for Developer's agreement to pay for additional staff time associated therewith, City agrees to use its best efforts to expedite the processing of the Existing Development Approvals and Future Development Approvals. To the extent that consultants and professional must work overtime at premium rates to expedite the process, Developer shall pay for such expediting rates. Additionally, if Developer requires expedited performance from City employees, Developer shall pay City for such expedited service at agreed rates or may pay for a third-party contract consultant, at rates agreed upon with City. In furtherance thereof, City agrees to use its good faith efforts to cause all employees, consultants and professionals retained by City to act in a diligent and expeditious manner in performing their work.

5.3.6 *Standard of Work.* When Developer is required by this Agreement and/or the Development Plan to construct any improvements which will be dedicated to City or any other public agency, upon completion, and if required by Applicable Laws to do so, Developer shall perform such work in the same manner and subject to the same construction standards as would be applicable to City or such other public agency should it have undertaken such construction work. In the case, if any, where Developer performs the public improvements work, Developer shall pay prevailing wages as required by law and City shall not be liable for any failure in Developer's payment of prevailing wages or legally-imposed penalties therefore.

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

5.5 Other Governmental Permits; Delays. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to approvals required by any other governmental entity. Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Developer Property which are Developer's responsibility under the Scope of Development and this Agreement, Developer shall at its own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. City shall cooperate with Developer in its efforts to obtain such permits and approvals and to satisfy

the conditions to such permits and approvals. City shall keep Developer fully informed with respect to its communications with such entities that could impact the Project or the Developer Property. Developer shall not be obligated to acquire the Developer Property or commence Project construction if any such permit is not issued despite good faith effort by Developer. City and Developer shall cooperate and use reasonable efforts in coordinating the implementation of the Project and the Development Plan with other public agencies, if any, having jurisdiction over the Project and the Developer Property. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

5.6 Extensions for Delay. As provided in Section 5.1, there can be various causes for delays in carrying out the Project in accordance with the Schedule of Performance. The City Manager has the authority to confirm extensions for Force Majeure and in the event of such authorized delays, the Schedule of Performance shall be extended day for day for each authorized day of delay. In addition, the Schedule of Performance shall be extended day for day for each day of delay by the City in processing beyond the periods set forth in Sections 5.8 and 6.5 (“**City Delay**”). In addition to such extensions, City Manager has additional authority in his absolute discretion to approve additional optional extensions in the time for performance in the Schedule of Performance attached as **Exhibit "L"** of up to one hundred eighty (180) calendar days, but any greater optional extensions must be approved by the City Council.

5.7 Phasing of Development. The Project may be constructed in two (2) Phases of vertical construction as further described in the Scope of Development (**Exhibit “D”**), consisting of a first phase of vertical construction of not less than 450,000 GBA square feet (“**Phase I**”), and, at the option of Developer, a second concurrent or subsequent phase of vertical construction which may utilize all remaining GBA square footage allocated to Planning Area 2 pursuant to the Specific Plan, up to a total of 711,500 GBA square feet, or such greater allocation as may be agreed upon by the Parties from time to time (“**Phase II**”). As noted above, Phase I is intended to comprise approximately 65-70% of the development authorized by the Site Plan and Design review approved for the Project as part of the Existing Development Approvals and Phase II is anticipated to contain the remaining GBA square footage from such Existing Development Approvals and, at the election of Developer, may include additional development up to 711,500 GBA square feet pursuant to Future Development Approvals. Construction of the Phases shall take place in accordance with the Schedule of Performance as the same may be extended or modified pursuant to this Agreement. Construction of the Project shall conform to the requirements of the RAP and accordingly, unless otherwise permitted by amendment to the RAP approved by DTSC, construction of all Site Development Improvements for the outlet and retail center shall be constructed as part of Phase I. The Parties agree and acknowledge that the SEIR describes buildout of the Project by 2023 and that economic conditions or business factors may influence the ability to complete construction of the Project including Phase II by 2023. Therefore, with respect to any request for issuance of a building permit to initiate construction of the core and shell of the Project (i.e., excluding tenant improvements) after June 30, 2023, the Director shall make an administrative determination as to whether the SEIR together with any addendum thereto is sufficient for the issuance of the permit or approval or whether, as required by CEQA Section 21166 or CEQA Guidelines Sections 15162, 15163 and 15164, there have been substantial changes in circumstances or new information of substantial importance that would require

additional environmental review. Failure of Developer to construct Phase II shall have the consequences provided in the Conveyancing Agreement, but shall not be a Default or cause for terminating this Agreement.

5.8 Certificates of Completion. Once Developer has completed construction of all improvements in a Phase, City shall furnish Developer with the Certificate of Completion for those improvements within thirty (30) calendar days of Developer's written request therefor; provided that City finds that Developer has completed the Phase pursuant to the terms of this Agreement and the Existing Development Approvals. It is anticipated that there will be two (2) Certificates of Completion issued for the Project, one for each Phase of construction. Each Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the Office of the Recorder of Los Angeles County. A "**Certificate of Completion**" shall be a certificate that shall state that it constitutes conclusive determination of satisfactory completion of the construction of the improvements required by this Agreement upon the Developer Property for the applicable Phase, and of full compliance with the terms of this Agreement with respect thereto. City shall not unreasonably withhold, condition or delay the Certificate of Completion. If City refuses or fails to furnish a Certificate of Completion within thirty (30) calendar days after written request from Developer or any entity entitled thereto, City shall provide a written statement of the reasons City refused or failed to furnish a Certificate of Completion. The statement shall also contain City's opinion of the action Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, City will issue its Certificate of Completion upon the posting of a bond or other security reasonably acceptable to City by Developer with City in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Lender or any insurer of a Mortgage securing money loaned to finance the improvements, or any part thereof. A Certificate of Completion is not notice of completion as referred to in the California Civil Code Section 8182. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from City before the Certificate of Completion is issued. Issuance of Certificates of Occupancy other than for the shell and core shall not be a pre-condition to issuance of a Certificate of Completion.

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

6.1 Project Uses. Developer shall have the right to utilize the Project in accordance with the Permitted Land Uses and to develop the Project on the Developer Property in accordance with the Development Standards and to the density and intensity of use, maximum height and size of proposed buildings and the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Project or the Developer Property as set forth in the Existing Development Approvals and the Existing Land Use Regulations as the same may be amended from time to time in accordance with this Agreement. Developer shall not develop any Prohibited Uses on the Developer Property. Without limiting the generality of the foregoing, Developer shall have the right to develop a high quality fashion outlet and retail center of not less than 450,000 GBA square feet (for Phase I only) and up to 711,500 GBA square feet (taking into account Phase I and Phase II, which may be

developed separately or concurrently), which may include, at the sole discretion of Developer, sit-down restaurant space of up to 15,000 GBA square feet, a VIP cocktail lounge, and the various take-out and on-site food and alcohol service uses permitted by right or with an administrative use permit or conditional use permit (in each case upon the approval by City of such permit) in the Specific Plan. Developer shall not develop or use the Developer Property or any portion thereof for any Prohibited Use set forth in **Exhibit “N”**. Nothing in this Section shall apply to any nonconforming uses or structures on the Developer Property which shall be governed by the Specific Plan and the Existing Land Use Regulations, unless otherwise agreed by the Parties.

6.2 Discretionary Approvals. Issuance by City of Future Development Approvals shall be governed by the terms of the Specific Plan and the provisions of this Agreement. The provisions of this Agreement shall implement the terms of the Specific Plan and shall supersede the provisions of Zoning Code Article Chapter IX, Chapter 1 except as specifically set forth in the Specific Plan. The Specific Plan is attached to this Agreement as **Exhibit “O”**. Unless modified pursuant to City’s Reservation of Authority set forth in Article 8 or with the prior written consent of Developer, the provisions of **Exhibit “O”** shall in all cases govern with respect to processing and approval of the Development Approvals. The issuance of an Administrative Permit, Conditional Use Permit or Site Plan and Design Review Approval may result in the imposition of new or amended Conditions of Approval consistent with the requirements of this Agreement and not in conflict with the Development Plan (unless as a result of exercise by City of its Reservation of Authority under Article 8 or agreed to by Developer in writing). Notwithstanding any other provision of the Specific Plan or this Agreement, in no event shall City have discretionary review or approval rights over portions of the Project other than exterior facing facades/walls/surfaces. For avoidance of doubt, tenant storefronts and entries fronting on the pedestrian walkway providing circulation between stores on the Cell 2 Surface Lot and similarly located walls are not considered exterior facing facades/walls/surfaces and are not subject to City review or approval.

6.3 Duration of Permits and Approvals. Unless a longer period as set forth in any such approval is provided, the site plan and design review permit(s), administrative permits and the comprehensive sign program approvals by City with respect to the Project as part of the Existing Development Approvals and/or any of the foregoing or any administrative permit issued as a Future Development Approval shall continue during the Term of this Agreement. Subject to Section 11.8, following expiration of the Term, such approvals and permits will not be subject to this Agreement but to Land Use Regulations in effect at that time or subsequently.

6.4 Processing Future Development Approvals; General Protocols and Payment of Processing Fees. In order to implement the Project, Authority and/or Developer will be required to obtain certain Future Development Approvals, including without limitation those Future Development Approvals listed on **Exhibit “K”**. In addition to those items listed on **Exhibit “K”**, Future Development Approvals may include all other matters that will be subject to City’s discretionary review and all ministerial permits, certificates and approvals required by City or any other governmental authority for implementation of the Project or regulating development or use of the Developer Property, including without limitation any engineering permits, grading permits, foundation permits, construction permits and building permits. If Developer requests Future Development Approvals, Developer, in a timely manner, will provide City with all documents,

Applications, plans and other information necessary for City to carry out its obligations hereunder in processing the Future Development Approvals, and Developer will cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor.

6.5 General Time Periods for Processing Future Development Approvals. It is the express intent of this Agreement that the Parties cooperate and diligently work to implement any zoning or other land use, subdivision, grading, building or other approvals, including, without limitation, those required by any Condition of Approval and those requested by Developer pursuant to Section 13.4.4 in accordance with this Agreement.

6.5.1 *Application Completeness.* City shall in writing determine an Application to be complete or shall have reasonably determined that such Application is incomplete, for any submittal for Future Development Approvals made by Developer pursuant to this Section, within thirty (30) calendar days after such submittal. Any notice of incompleteness shall state in writing in reasonable detail the reason for the incompleteness and the additional information and/or corrections that City requests to complete the submittal. Developer shall provide the requested information and/or corrections and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days of the date of the notice of incompleteness. Thereafter, City shall have an additional ten (10) days for review of the re-submittal, but if City issues a subsequent notice of incompleteness, then the cycle shall repeat, until City has determined that the Future Development Approval Application is complete.

6.5.2 *Approvals That May Be Issued by the Director.* Once an Application for a Future Development Approval, which may be approved by the Director as the initial Review Authority, has been determined to be complete pursuant to Section 6.5.1, the Director shall reasonably approve or disapprove the Application within thirty (30) calendar days thereafter. All Applications made by Developer shall note the thirty (30) calendar day time limit, and specifically reference this Agreement and this Section. If the Director shall fail to issue a determination within the time limit, in addition to any other remedies available to Developer, the provisions of Section 5.6 shall apply. Any appeal of the Director's determination shall be heard at the next available Planning Commission meeting, but in no event later than thirty (30) calendar days after the date of the Director's determination. Any appeal of the Planning Commission's determination shall be heard at the next available City Council meeting, but in no event later than thirty (30) calendar days after the date of the Planning Commission's determination.

6.5.3 *Approvals Requiring a Public Hearing.* Once an Application for a Future Development Approval, which requires a recommendation from the Director and a public hearing by the Planning Commission, has been determined to be complete pursuant to Section 6.5.1, the Director shall issue its recommendation within thirty (30) calendar days thereafter. The Planning Commission shall hold its hearing on the Director's recommendation at its next available meeting, but in no event later than thirty (30) calendar days after the date of the Director's recommendation. Where City Council action also is required, such as in the case of Specific Plan Amendments, the City Council shall hold its hearing on the Planning Commission's recommendation at its next available meeting, but in no event later than thirty (30) calendar days after the date of the Planning Commission's recommendation. Where the City Council only acts

in the case of an appeal, the timeframes set forth in Section 6.5.2 shall apply. All Applications made by Developer shall note these time limits, and specifically reference this Agreement and this Section.

6.6 Progress Meetings. During the preparation of all drawings and plans for Future Development Approvals, the Parties shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by City. The Parties shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and speedy consideration. Approval of progressively more detailed drawings and specifications will be promptly granted by City if developed as a logical evolution of drawings and specifications theretofore approved. Any Future Development Approvals so submitted and approved by City (including City staff) shall not be subject to subsequent disapproval.

ARTICLE 7. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.

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

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

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

7.4 Operating Memoranda.

7.4.1 *Flexibility Necessary*. The provisions of this Agreement require a close degree of cooperation between City and Developer. Refinements and further development and implementation of the Project may demonstrate that clarifications and minor modifications to refine this Agreement are appropriate. In addition, the Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, from time to time, during the Term, the City Manager, and Developer may agree that procedural or other minor modifications or clarifications to this Agreement, including without limitation, to implement changes to the Schedule of Performance. Such changes may be implemented through Operating Memoranda approved by the City Manager and Developer pursuant to Section 7.4.2, which after execution shall be attached to and form part of this Agreement and need not be recorded. Except as provided in this Section and Section 7.5, all other modifications shall require an amendment to this Agreement.

7.4.2 *Operating Memoranda*. When and if Developer finds it necessary or appropriate to make changes to this Agreement pursuant to Section 7.4.1, the Parties shall

effectuate such modifications through operating memoranda (“**Operating Memoranda**”) approved by the Parties in writing that reference this Section 7.4. Operating Memoranda are not amendments to this Agreement but mere ministerial clarifications, therefore public notices and hearings shall not be required. The City Attorney shall be authorized, upon consultation with Developer, to determine whether a requested clarification may be effectuated pursuant to this Section 7.4 or whether the requested clarification is of such character as to constitute an amendment to the Agreement which requires compliance with the provisions of Sections 7.2 and 7.6. The authority to enter into any Operating Memoranda is hereby delegated to City Manager, and City Manager is hereby authorized to execute any Operating Memoranda hereunder without further City Council action.

7.5 Specific Plan Adjustment Mechanisms. In addition to the procedures provided herein, the Specific Plan in Section 8 on Implementation, contains a process for issuing Administrative Permits and for making minor non-substantive changes to the Development Plan.

7.6 Hearing Rights Protected. City will process any amendment to this Development Agreement consistent with State law and will hold public hearings thereon if so required by State law. The Parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

7.7 Effect of Amendment to Development Agreement. Except as expressly set forth 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.

ARTICLE 8. RESERVATION OF AUTHORITY.

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

8.2 Limitations, Reservations and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the SEIR and SEIR Mitigation Measures, this Agreement, the Existing Development Approvals and the Existing Land Use Regulations, only the following Land Use Regulations adopted by City after the date this Agreement is approved by the City Council shall apply to and govern the Project and the Developer Property:

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

8.2.2 *State and Federal Laws and Regulations.* Where state or federal laws or regulations enacted after the date this Agreement is approved by the City Council prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be modified, through revision or suspension, to the minimum extent necessary to comply with such state or federal laws or regulations.

8.2.3 *Public Health and Safety/Uniform Codes.*

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

(b) *Adoption Regarding Public Health and Safety.* This Agreement shall not prevent City from adopting Future Land Use Regulations respecting public health and safety to be applicable throughout City which directly result from findings by City that failure to adopt such Future Land Use Regulations would result in a condition injurious or detrimental to the public health and safety; provided that such Future Land Use Regulations apply uniformly throughout the City with respect to similar uses or concerns. During any period in which DTSC has regulatory control over remediation of the 157 Acre Site, City shall not adopt Future Land Use Regulations as to matters relating to the existing condition of the 157 Acre Site or the landfill remediation that are more onerous than those DTSC is then applying to the 157 Acre Site pursuant to State law, State regulation or implementation of the RAP.

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

8.2.4 *Amendments to Codes for Local Conditions.* Notwithstanding the foregoing, no construction within the Project shall be subject to any provision in any of the subsequent Uniform Construction Codes, adopted by the State of California, but modified by City to make it more restrictive than the provisions of previous Uniform Construction Codes of City,

notwithstanding the fact that City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including, but not limited to, Health and Safety Code § 18941.5, unless such amendment applies City-wide. City shall give Developer prior written notice of the proposed adoption of such amendment and Developer shall have the right to present its objections to the amendment.

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

ARTICLE 9. CITY PLEDGE SALES TAXES TO AUTHORITY.

9.1 Tax Payment Contract. Sales taxes are reported and paid to the State Board of Equalization (the "**State Board**") and remitted back to City quarterly, but up to six (6) months or more in arrears after reconciliation by State Board. Authority will also construct the Offsite Improvements pursuant to the Cooperation Agreement with City, in consideration of which City will pay to Authority the Sales Tax Assistance required pursuant to the Conveyancing Agreement between Authority and Developer. During the Term, City shall not pledge, encumber or otherwise commit sales tax revenues from the Project in any manner that would impair its ability to provide the Sales Tax Assistance to Authority; provided that the foregoing does not preclude such pledges with respect to sales tax generated by the Remainder Developers.

9.2 Collateral Assignment of Cooperation Agreement. Concurrently with the execution of this Agreement and the Conveyancing Agreement, Authority is executing and delivering to Developer a Collateral Assignment of Cooperation Agreement (the "**Collateral Assignment of Cooperation Agreement**") assigning to Developer Authority's rights under the Cooperation Agreement in the event that Authority defaults in its obligations to enforce such Agreement as set forth in the Conveyancing Agreement. Accordingly, from and after execution by the Parties of the Cooperation Agreement,³ City shall not modify, amend, waive, postpone, extend, renew, replace, reduce or otherwise effectively change any provisions of the Cooperation Agreement with respect to any matter described above, without obtaining the prior written consent of Developer, which may be withheld in Developer's sole discretion.

ARTICLE 10. ANNUAL REVIEW.

10.1 Annual Review. Following commencement of construction by Developer, City and Developer shall review the performance of this Agreement and the development of the

Project, on or about each anniversary of the Effective Date (the “**Annual Review**”). The cost of the Annual Review shall be borne by Developer and Developer shall pay a reasonable deposit in an amount requested by City to pay for such review. At the Annual Review, City shall review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code. Developer shall cooperate in such review; provided however, that Developer, for so long as it is a publicly traded company, shall have no obligation to provide any information delivery of which would cause a violation of its federal (Securities and Exchange Commission) or state disclosure obligations, until such time as it has complied with such disclosure requirements.

10.2 Report and Response. The Director shall prepare and after consultation with Developer submit to Developer and thereafter to the City Council a written report on the performance of the Project, and identify any deficiencies and explain why such deficiencies have occurred and Developer’s plan to correct them. A deficiency shall include the failure to timely proceed with development. Developer’s written response shall be included in the Director’s report. The report to Council shall be made within forty-five (45) calendar days of each Anniversary Date. If any deficiencies are noted or if requested by a Councilmember, the report can be brought before the City Council at a public meeting.

10.3 Failure to Comply. If City finds and determines that Developer has not substantially complied with the material terms and conditions of this Agreement for the period under review or that Developer fails to cooperate with City in the performance of the review, including making records in Developer’s possession available to City that Developer is authorized to disclose (and taking into account any restrictions on disclosure imposed on publicly traded companies pursuant to SEC regulation or other federal or state laws or regulations), City may, in accordance with the procedures set forth in Section 11.5 and after provision of the notice and cure periods set forth in Section 11.4, declare a Developer Default.

10.4 Major Review. Unless triggered by serious complaint that warrants review of these matters, not more than once every five (5) years, at the discretion of City, the Annual Review shall be a Major Review which, besides the elements contained in Section 10.1, shall additionally include:

- (a) An audit of sales tax revenues, but with Developer only responsible for any information in its possession.
- (b) An environmental review of all CEQA mitigation measures.
- (c) Summary of any significant complaints concerning the Project.
- (d) Summary of general maintenance of Project.
- (e) Any recommendations for improvement of Project performance to meet objectives of this Agreement.

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

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

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

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

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

ARTICLE 11. DEFAULT, REMEDIES AND TERMINATION.

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

11.2 Recovery of Money Damages.

11.2.1 *No Recovery of Monetary Damages.* Due to the complex trade-off of rights under this Agreement, there shall be no recovery for monetary damages for a breach of this Agreement, provided that the provisions of this Section shall not limit the right of any Party to reimbursement of amounts due under this Agreement or to interest or late fees as specified in Sections 11.2.4 and 11.9. Instead, a dispute resolution process is provided in Section 11.5. The Parties shall be entitled to equitable relief in the form of specific performance or injunction in the event of a violation of the terms hereof following utilization of the dispute resolution process.

11.2.2 *Force Majeure for Delays.* In the event of any claimed delay or Force Majeure under this Agreement, the sole recourse of the Party damaged by the delay shall be an extension of their performance deadlines, provided that the provisions of this Section shall not limit the right of any Party to reimbursement of amounts due under this Agreement or to interest or late fees as specified in Sections 11.2.4 and 11.9.

11.2.3 *Restitution of Improper Fees or Exactions.* In the event any fees or exactions, whether monetary or through the provision of land, good or services, are imposed on

the Project or the Developer Property, other than those authorized pursuant to this Agreement, Developer shall be entitled to recover from City restitution of all such improperly assessed fees or exactions, either in kind or the value in-lieu of the fees or exaction, together with interest thereon at the rate of the maximum rate provided by Section 11.2.4.

11.2.4 *Reimbursement for Monetary Default.* In the event either Party fails to perform any monetary obligation under this Agreement, the Non-Defaulting Party may sue for the payment of such sums to the extent due and payable. The Defaulting Party shall pay interest thereon at the lesser of: (i) eight percent (8%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the Non-Defaulting Party.

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

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

- (a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
- (b) Notifies the Non-Defaulting Party of its Party’s proposed course of action to cure the default;
- (c) Promptly commences to cure the default within the thirty (30) day period;
- (d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and
- (e) Diligently prosecutes such cure to completion,

11.5 Dispute Resolution.

11.5.1 *Meet & Confer.* Prior to any Party issuing a Notice of Default, the Non-Defaulting Party shall inform the Party whose breach is alleged either orally or in writing of the alleged Default and request a meeting to meet and confer over the alleged default and how it might be corrected. The Parties through their designated representatives shall meet within ten (10) calendar days of the request therefor. The Parties shall meet as often as may be necessary to correct the conditions of default, but after the initial meeting either Party may also terminate the meet and confer process and revive the claim of default by proceeding with a formal Notice of Default under Section 11.5.2.

11.5.2 *Notice of Default.* Should a Party, following receipt of a Notice of Default, fail to timely cure any default within the time period provided above, the Non-Defaulting Party may, in its discretion, extend the time for performance or provide the Defaulting Party with an additional notice of Default; provided that no Party shall be in Default under this Agreement unless a Notice of Default shall have been delivered and an opportunity to cure such alleged default shall have been provided as described in this Article 11.

11.5.3 *Termination.* Any termination permitted by this Agreement shall be carried out by provision of a Termination Notice stating that the Non-Defaulting Party will elect to terminate the Agreement within thirty (30) calendar days and stating the reasons therefor (including a copy of any specific charges of Default) and a description of the evidence upon which the decision to terminate is based (“**Termination Notice**”). No Termination Notice shall be issued unless a Notice of Default shall have been delivered and an opportunity to cure each alleged default shall have been provided as described in this Article 11. Once a Termination Notice has been issued, the Non-Defaulting Party’s election to terminate this Agreement will only be waived if (i) the Defaulting Party cures all Defaults prior to the date of termination, or (ii) if the Defaulting Party is Developer, Developer requests a Termination Hearing within ten (10) calendar days of receiving such Termination Notice, and such Hearing results in contrary action on the Default.

11.5.4 *Hearing Opportunity Prior to Termination.* Prior to any termination of this Agreement by City, a termination hearing may be conducted as provided herein (“**Termination Hearing**”) if Developer, as Defaulting Party, requests such hearing within ten (10) calendar days of receiving the Termination Notice. The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within ninety (90) calendar days of the request for Termination Hearing, 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 with respect to any matter for which termination of this Agreement is a permitted remedy hereunder and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, as may be adjourned from time to time, the Council may, by adopted resolution, act as follows:

- (a) Decide to terminate this Agreement, subject to the provisions of Section 11.7.

(b) Determine that Developer is innocent of a Default or has cured the 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 Defaulting Party's fulfillment of said conditions will waive or cure any Default.

In the event that, following the issuance by the City of a Termination Notice, Developer or any person or entity on behalf of Developer either (i) cures the Developer Default or (ii) if the termination is a permitted remedy for such Default prior to completion of Phase I only, Developer completes Phase I of the Project prior to the termination date, such termination shall cease and terminate with respect to the Developer Default. Following the decision of the City Council, any Party dissatisfied with the decision may seek judicial relief consistent with this Article.

11.6 Developer Default. Following delivery of notice by City to Developer in accordance with Section 11.4 and failure of Developer to timely cure, the following shall be a Developer Default under this Agreement:

11.6.1 *Failure to Defend Litigation.* Developer fails to defend Claims or Litigation with respect to Existing Development Approvals as and to the extent required by Section 13.4 or fails to otherwise comply with the provisions of Section 13.4.

11.6.2 *Refusal to Obtain Permits or Commence Construction.* Developer refuses to apply for building permits and commence construction of the improvements for Phase I of the Project in accordance with the Schedule of Performance as extended by Force Majeure or otherwise in accordance with this Agreement.

11.6.3 *Failure to Complete.* Once City issues building permits for the Project, Developer commences construction but fails to complete Phase I of the Project and open for business prior to the first anniversary of the date set forth therefor in the Schedule of Performance, as extended by Force Majeure or otherwise in accordance with this Agreement. Nothing herein shall restrict Developer from completing the Project in two Phases as described in Section 5.7.

11.6.4 *Failure to Participate in Insurance.* Developer fails to participate in Development PLL required in Section 13.2 or to provide the indemnification in accordance with the terms of Section 13.3.

11.6.5 *Failure to Pay.* Developer fails to timely pay any sums Developer is required by this Agreement to pay.

11.6.6 *Other Defaults.* Any other material breach of the terms hereof.

11.7 Termination. The Parties shall have the following rights to terminate this Agreement. Other than as provided below, the Parties shall not have the right to terminate this Agreement.

11.7.1 *Termination Before Transfer of Developer Property.* Before the conveyance by Authority of the Developer Property to Developer pursuant to the Conveyance Agreement, this Agreement may be terminated as follows:

(i) By a Non-Defaulting Party due to the uncured material Default of the Defaulting Party.

(ii) By either Party concurrently with the termination of the Conveyancing Agreement.

(iii) By either Party in the event of a Final Adverse Judgment in any Claims or Litigation with respect to the Existing Development Approvals.

11.7.2 *Termination After Transfer of Developer Property.* From and after the date that Developer acquires title to the Developer Property and until the issuance of a Certificate of Completion for Phase I, a Non-Defaulting Party may terminate this Agreement only for an uncured material Default by the Defaulting Party.

11.7.3 *Termination After Completion of Phase I.* From and after issuance of the Certificate of Completion for Phase I, City shall have the right to unilaterally terminate this Agreement only (i) for material persistent Defaults by Developer that remain uncured after applicable cure periods and for which the City has no other reasonable remedy and (ii) if Developer ceases operation of completed portions of the Project for 365 calendar days for reasons other than Force Majeure or City Delay,

11.8 Effect of Termination. If this Agreement is terminated for any reason, such termination shall not affect any right or duty arising from City entitlements or Development Approvals with respect to the Developer Property approved concurrently with or subsequently to the approval of this Agreement by the City Council where a building permit has been obtained, and with respect to which substantial work has commenced. No termination of this Agreement shall prevent Developer from completing and obtaining certificates of occupancy for buildings or other improvements authorized pursuant to valid building permits approved by the City or under construction at the time of termination subject to existing City ordinances, including without limitation, otherwise vested rights.

11.9 Late Payment. Where one of the Parties hereto is required to make a payment to the other, payments shall be made promptly, and, unless otherwise specified, in no less than thirty (30) calendar days after the date of delivery of written request for payment supported with appropriate documentation. Any payment not made within thirty (30) calendar days of the due date then accrues interest compounded monthly at the rate set forth in Section 11.2.4.

11.10 CALReUSE. Upon acquisition of the Developer Property, an appropriately creditworthy affiliate of Developer will agree to indemnify City against any loss of City's Five Million Six Hundred Thousand Dollar (\$5,600,000) CALReUSE grant to the extent such loss results from Developer's failure to thereafter diligently pursue the Project, other than by reason of circumstances beyond its control.

11.11 Waiver of Breach. By not challenging any (Existing or Future) Development Approval within ninety (90) calendar 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.

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

ARTICLE 12. ASSIGNMENT AND BINDING SITE COVENANTS.

12.1 Right to Assign. Neither Party shall have the right to assign this Agreement or any interest or right thereunder without the prior written consent of the other Party, except that Developer may without City's approval assign its rights and obligations under this Agreement to another entity which is at least fifty percent (50%) owned and effectively controlled (directly or indirectly) by The Macerich Partnership, L.P., which is the current sole member of Developer (a "**Permitted Transfer**") or to any entity to which Authority permits an assignment pursuant to the Conveyancing Agreement. Any assignee of Developer's rights hereunder shall own, develop and operate the Developer Property pursuant to the provisions of this Agreement. The obligation to obtain a joint venturer's consent to typical joint venture "major decisions" does not vitiate effective control. City may assign this Agreement to a successor-in-interest to City that may be created by operation of law.

12.2 Effective Assignment by Transfer of Entity Interests. Any transfer of interests in Developer or any successor to Developer after a Permitted Transfer shall constitute an unpermitted effective assignment of this Agreement only if following all such transfers the then-current developer is not at least fifty percent (50%) owned and effectively controlled (directly or indirectly) by The Macerich Partnership, L.P.

12.3 Assumption by Assignee. No attempted assignment of any of Developer's obligations hereunder which requires City's approval shall be effective unless and until the successor entity signs and delivers to City an assumption agreement, in a form reasonably approved by City, assuming such obligations. No consent or approval by City of any transfer requiring City's approval shall constitute a further waiver of the provision of this Section 12.3 and, furthermore, City's consent to a transfer shall not be deemed to release Developer of liability for performance under this Agreement unless such release is specific and in writing executed by City. In no event shall City's release of Developer from liability under this Agreement upon a transfer be unreasonably withheld or delayed.

12.4 No Approval Needed for Certain Transfers. Notwithstanding any provision of this Agreement to the contrary, City approval of an Assignment of any portion of the Developer Property under this Agreement shall not be required in connection with any of the following (which shall also for purposes hereof be deemed a Permitted Transfer):

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

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

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

12.5 Subject to Terms of Agreement. Following any Assignment of any of the rights and interests of Developer under this Agreement, in accordance with Section 12.1 above, the exercise, use and enjoyment of such rights and interests shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Developer.

12.6 Release of Developer. Upon the written consent of City to the complete assignment of this Agreement, or any Permitted Assignment, and the express written assumption of the assigned obligations of Developer under this Agreement by the assignee, Developer shall be relieved of the assigned obligations under this Agreement with respect to the portion of the Developer Property transferred, except to the extent Developer is in Default under the terms of this Agreement prior to the transfer.

12.7 Transfer of Sales Tax Assistance. Any transfer of the Developer Property shall include a transfer of the Sales Tax Assistance which cannot be transferred to any entity not an owner or operator of the Project.

12.8 Transfer of Development Rights. For purposes of the Specific Plan, Developer is the owner of Planning Area 2 and shall have the right, in its sole discretion, during the Term, to assign development rights in excess of the Phase I allocation of 450,000 GBA square feet to owners or operators of portions of the Remainder Site in accordance with the requirements of Section 3.5 of the Specific Plan. At the termination of this Agreement, any development rights not then utilized by Developer may be utilized by the City elsewhere on the 157 Acre Site, but nothing herein shall prevent City from amending the Specific Plan with appropriate CEQA review to increase entitlement rights on the Remainder Site, so long as such entitlements do not have the effect of reducing entitlement rights on the Developer Property.

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

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

13.2 Insurance. Authority has obtained a comprehensive pollution legal liability program (“**Development PLL**”) in which Developer will participate. Authority and Developer intend to obtain additional insurance in accordance with the Information Administration Agreement attached as **Exhibit “M”**, which details the terms and conditions of those insurance policies and shall dictate the terms of defense and indemnity on insured matters. Developer shall pay its share for such coverage as described on **Exhibit “M”**. This insurance will include coverage for environmental claims and provides protection to the public entities, developers, property

owners and enrolled contractors carrying out construction on the Developer Property, including coverage for general liability, personal injury, property damage and other claims.

13.3 Hold Harmless: Developer's Operations Following Completion of Phase I.

From and after the completion of Phase I, with respect only to third party claims and litigation not covered by the insurance described in **Exhibit "M"**, Developer shall defend, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from activities or business operations of Developer or Developer's agents, contractors, subcontractors, or employees on the Developer Property with respect to the Project, whether such operations be by Developer or by contractors or subcontractors to any of Developer's agents, contractors or subcontractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors; provided that (i) the foregoing indemnity shall exclude matters arising from or related to the presence of hazardous materials in place or generated from materials or conditions in place prior to conveyance of the Developer Property to Developer; (ii) to the extent that the comprehensive insurance program discussed in Section 13.2 continues, is reviewed, and provides coverage, and so long as Developer is contributing its share of premium, the obligations of Developer under this Section 13.3 shall not apply if coverage for defense and payment of loss, in any amount, is provided to Authority and City, as applicable, under any of the insurance programs obtained and maintained by Authority or Developer and listed on **Exhibit "M"** and performance by such insurers shall be deemed to satisfy the obligations of Developer hereunder; (iii) the obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the gross negligence or willful misconduct of City, Authority, and their respective members, officers, agents or employees; and (iv) the obligations of Developer under this Section shall not apply with respect to agents, contractors and subcontractors retained by Authority or City and being directed by either of them.

13.4 Litigation Indemnity.

13.4.1 *Non-Liability of City Concerning Entitlements: City Actions.* The Parties acknowledge that there may be challenges to the legality, validity and adequacy of the Development Approvals and/or this Agreement or any amendment hereto in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project. City shall have no liability under this Agreement for the inability of Developer to construct the Project as the result of a judicial determination that the Existing Development Approvals, the General Plan, the zoning, the Land Use Regulations, or any portions thereof are invalid or inadequate or not in compliance with law. Nonetheless, City agrees to and shall timely take all actions which are necessary or required to uphold the validity and enforceability of this Agreement and the Development Approvals. If this Agreement or any portion hereof, or any Development Approval is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider and implement all modifications to this Agreement and the Development Approvals which are necessary or required to render them valid and enforceable to the extent permitted by applicable law.

13.4.2 *Participation in Litigation; Indemnity.* Developer agrees to indemnify City and its elected boards, commissioners, officers, agents, and employees and to hold and save each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) for any Claims or Litigation (other than litigation commenced by City or Authority or any entity under the control of or affiliated with either of them) seeking to restrain, enjoin, challenge or delay issuance of any of the Development Approvals or this Agreement. City shall provide Developer with notice of the pendency of such action and shall request that Developer defend such action. Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse City for any necessary legal cost incurred by City. Developer shall provide a deposit in the amount of City's estimate, in its sole and absolute discretion, of the cost of litigation, in a rolling 90-day basis, which shall be updated monthly, and shall make additional deposits as requested by City to keep the deposit at such level. City may ask for further security in the form of a deed of trust to land of equivalent value. If Developer fails to provide or maintain the deposit, City may abandon the action and Developer shall pay all costs resulting therefrom and City shall have no liability to Developer. During any such pending litigation with respect to the Existing Entitlement Approvals or the Project Approvals, Developer's obligation to pay the cost of the action, including judgment, shall extend until a Final Adverse Judgment or successful final termination of the Claims or Litigation is obtained; provided however that Developer may terminate the Conveyancing Agreement in accordance with its terms during any Challenge Litigation (as defined in the Conveyancing Agreement) and in such event the obligations of Developer under this Section 13.4 shall concurrently terminate. With respect to any Claims or Litigation relating to a Future Development Approval, Developer may at any time notify the City of Developer's intention to withdraw its request for such approval, and the obligations of Developer under this Section 13.4 shall terminate upon the date of such withdrawal, provided that Developer shall be obligated to indemnify the City for its costs and expenses from the commencement of the Claims or Litigation until the withdrawal from any then pending proceedings or litigation. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed. In light of Developer's indemnity for Claims or Litigation, neither Party shall have the right to settle the litigation without the prior written consent of the other. Neither City nor Developer shall have any rights or obligations under this Section 13.4 prior to the Effective Date although Developer may, in its sole and unfettered discretion, assume the obligations if it chooses to do so.

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

13.4.4 *Developer Request for Modifications to Entitlements.* Developer shall have the right to settle or confess judgment of any Claims or Litigation and then remedy the alleged defects that were the subject of the Claims or Litigation and either apply for re-approval of or request modifications to the Existing Development Approvals, Future Development Approvals and/or Project Agreements to the extent set aside as a result of such resolution of the Claims or Litigation.

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

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

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

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

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

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

14.2 Declaration of Non-Discrimination. Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry in the performance of this Agreement. Developer shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry. This provision shall be included in the recorded Cell 2 CC&Rs.

14.2.1 Declaration of Covenants, Conditions and Restrictions. Prior to the transfer of the Developer Property to Developer, Developer and Authority shall negotiate and shall submit to City for its review and approval a proposed form of Declaration of Covenants, Conditions and Restrictions applicable to the Developer Property ("**Cell 2 CC&Rs**"). It is anticipated that the Cell 2 CC&Rs will contain covenants for (i) general maintenance standards to provide an attractive and well-maintained development, (ii) operation and maintenance of the BPS which come into the Cell 2 Surface Lot and attach to the buildings and their respective roofs, which are to be operated and maintained by Authority and (iii) the provisions of Section 4.7.3 of this Agreement, which shall be a covenant by City for the benefit of Developer and which shall survive

the termination of this Agreement for such period as the Cell 2 Surface Lot is utilized for retail and outlet uses.

14.3 . City shall be a party to the Cell 2 CC&Rs and thereby shall have a right to enforce maintenance covenants contained in the Cell 2 CC&Rs as further set forth therein, including the right to recover its enforcement costs, any noncompliance by Developer following notice and the opportunity to cure provided in the Cell 2 CC&Rs. The Cell 2 CC&Rs shall be recorded at the close of escrow for the Developer Property. The Cell 2 CC&Rs shall be enforceable solely by Developer, Authority and City and their respective governmental successors, and shall not benefit private owners or occupants of the 157 Acre Site or any portion thereof other than owners of the Cell 2 Surface Lot.

14.4 Community Facilities Districts.

14.4.1 *Existing CFDs.* Two (2) Community Facility Districts have been established by City under statutory authority to pay for, respectively (i) O&M for Remedial Systems (CFD 2012-1) (“**Remediation CFD**”) costs and (ii) the costs of installation, operation and maintenance of Entry Signs and Entry Plazas and the costs of operation and maintenance of public infrastructure within the 157 Acre Site (CFD 2012-2) (“**Infrastructure CFD**”; collectively with the Remediation CFD, the “**Existing CFDs**”).

14.4.2 *Restructure of Existing CFDs; Restrictions.* City shall take such actions as are necessary or reasonably required to restructure the terms of the Existing CFDs encumbering the Developer Property such that the Project will be charged only such annual amounts as are necessary to pay the Project’s pro rata share, (i) for the Remediation CFD, of only those line items for operation and maintenance of the Remedial Systems set forth on **Exhibit “F”** required in connection with the 157 Acre Site (the “**O&M**”) and (ii) for the Infrastructure CFD, (1) costs of operation and maintenance of public infrastructure within the 157 Acre Site and (2) costs of installation, operation and maintenance of the Entry Plazas, including Entry Signs. The Existing CFDs shall be restructured or a new CFD approved (as restructured or replaced, collectively, the “**CFD**”) in a manner to provide no greater proceeds than are required for the foregoing, and the CFD shall be dedicated solely to the foregoing costs. Actual CFD assessments can rise or fall due to the actual costs of such line items, subject to the limitations contained in the following sentence. Regardless of actual costs incurred by City, Authority or any community facilities district, neither Developer, the Project nor the Developer Property shall be charged, collectively, by the Existing CFDs or the CFD for the items specified in clauses (i) and (ii)(1) above, more than One Dollar and Seventy-Five Cents (\$1.75) per square foot of GBA on an annual basis, except that (1) upon the later of (a) sale by Authority to private developers of all of the Remainder Site and (b) the date that is eight (8) years following the grand opening of Phase I, the \$1.75 cap on per square foot CFD assessments may be increased proportionately for the Cell 2 Surface Lot upon an affirmative vote (by the majority or other percentage required by law) to increase the CFD cap by the landowners of the 157 Acre Site carried out in accordance with then applicable laws; and (2) in the event that Authority or City grants to any Responsible Developer proportionately more favorable CFD rates or terms of any kind including, but not limited to, a lesser CFD cost or lesser cap than that set forth above, Developer shall be entitled to the same rates and terms and the same cap granted to such Remainder Developer. In addition, Developer shall

be responsible to pay its pro rata share of the costs of installation, operation and maintenance of the Entry Plazas, including Entry Signs, which shall be equal to thirty percent (30%) of the reasonable costs incurred by the City in each year for such purpose. The City has also previously created or commenced creation of CFD 95-1, which continues to appear on title reports for the Cell 2 Surface Lot. City agrees to determine whether CFD 95-1 was formed, and if formed and not previously terminated, to terminate such CFD prior to transfer of the Developer Property by Authority to Developer. In all events, prior to the conveyance of the Cell 2 Surface Lot to Developer, the City shall demonstrate to the satisfaction of Developer and the title company that CFD 95-1 does not affect the Cell 2 Surface Lot.

14.4.3 *No Other CFDs.* There shall be no tax or other financial burden imposed on the Developer Property or the improvements thereon on account of the CFD or any similar taxing authority of City or any agency or instrumentality of City or controlled by City, other than as set forth in this Section and the CFD shall be in lieu of any other assessments, special taxes, fees or charges that may otherwise be charged on account of the types of services covered thereby.

14.4.4 *Developer Review.* City will provide Developer with the opportunity to review and provide input on all documents and budgets relating to the establishing or restructuring the CFD (including, without limitation, any funding and acquisition agreement and the rate and method of allocating the CFD assessments) at least thirty (30) calendar days prior to the date on which the formation documents or amendments to the Existing CFDs or any CFD are expected to be submitted for the agenda package for the first public hearing related to such formation or amendment. Developer will not oppose a determination by City to form or amend the CFD, including without limitation a determination to subject all or any portion of the Developer Property and improvements thereon to such assessment, provided that City, the CFD and such assessments comply with the requirements of this Section 14.4.

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

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

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

14.5.3 *No Violation.* City's execution and delivery of, and performance of its obligations under this Agreement **{ the Cooperation Agreement }** and other agreements to which City is a party necessary to carry out this transaction, do not (i) violate the laws, acts or agreements pursuant to which City was created and is governed, (ii) violate, breach, or result in a default under any existing obligation of or restriction on City, or (iii) breach or otherwise violate

any existing obligation of or restriction on City under any order, judgment or decree of any state or federal court or federal or state governmental authority.

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

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

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

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

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

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

14.7 Actual Knowledge. For purposes of this Section and each of the documents executed in connection herewith, "**Actual Knowledge**" or words of similar import means and is limited to the actual knowledge, as of Effective Date, or, if specifically stated, as of the date of transfer of the Developer Property by Authority to Developer, of Ken Farfsing or John Raymond for City and Tom Leanse or Garrett Newland for Macerich, without any further duty of inquiry or independent investigation on the part of the Party or such individual. Each Party represents and warrants that such persons are the persons within such Party's organization having overall responsibility for the operation and management of Cell 2. Each Party understands and agrees that such individual shall not be personally liable for any representation or warranty set forth herein.

ARTICLE 15. MORTGAGEE PROTECTION.

15.1 Definitions. As used in this Section, the term “**Mortgage**” shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term “**Lender**” shall mean and include the holder of the obligations secured by any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

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

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

15.4 Lender Not Obligated to Construct or Complete Improvements. The Lender under any Mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such Lender to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

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

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

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

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

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

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

15.8 Reasonable Modifications. City and Developer acknowledge that many Lenders have specific, detailed requirements for Lender protection as a condition to making loans secured by real property, and therefore City agrees to make such modifications and additions to the foregoing Lender protection provisions as Lenders may reasonably require, provided (i) they are consistent with then-current market practices of such Lenders in general, and (ii) they do not require any modifications to the Development Plan.

ARTICLE 16. MISCELLANEOUS.

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

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

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

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

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

16.2 Force Majeure. The time within which Developer or City shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days for which such Party's performance is delayed by war; acts of terrorism, insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; natural disasters; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions on priority, initiative or referendum; moratoria adopted by governmental agencies other than City; unusually severe weather; inability to secure or delays in securing labor, fuels, materials, services or tools; lack of transportation; reasonably unforeseeable physical condition of the 157 Acre Site including without limitation the presence of hazardous materials previously unknown or unanticipated environmental conditions discovered, including delay resulting from the investigation or remediation of such conditions; litigation, administrative action or other adversarial proceeding (other than litigation commenced by the delayed Party) seeking to restrain, enjoin, challenge or delay issuance of any of the Development Approvals or this Agreement or the Project Agreements, injunctions issued by any court of competent jurisdiction, changed conditions; inability to secure necessary labor, materials or tools and other similar causes; failure of governmental entities (other than the City) to issue permits or approvals (including without limitation failure of DTSC to undertake analysis or to issue health risk assessments, permits or approvals required to permit phased development and/or phased occupancy, operation and use of the 157 Acre Site or the Developer Property), changes in local, state or federal regulations; widespread economic dislocation or duress; delay by Authority (beyond the dates set forth in the Conveyancing Agreement for performance of that portion of the Authority Work) in construction of the portions of the BPS to be constructed above the slab and performance of other portions of the Authority Work to be performed following the Construction Period Commencement Date set forth in the Schedule of Performance or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform (the foregoing, individually or collectively, "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the Party claiming such extension is sent to the other Party within sixty (60) calendar days of knowledge by the requesting Party of the commencement of the cause, provided that if the Party claiming such Force Majeure fails to notify the other Party in writing of its request for a given Force Majeure within the sixty (60) calendar days specified above, any extension for such Force Majeure shall be in the sole discretion of the Party to which such request is subsequently made; and provided further that the foregoing sixty (60) calendar day period shall not apply if the City Manager, City Attorney, Assistant City Manager or designated representatives of the City and any executive or project manager of Developer had (orally or in writing) discussed the event comprising a Force Majeure event.

16.3 Interpretation.

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

16.3.2 *Entire Agreement.* This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and this Agreement supersedes all previous negotiations, discussions, communications, oral or written, and agreements between the Parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement. Any and all prior agreements, understandings or representations between the Parties, including without limitation, the Reimbursement Agreement and the ARENA are hereby terminated and canceled in their entirety. With respect to the Project, City and Authority are parties to that certain Cooperation Agreement entered into substantially concurrently with the Effective Date, and Authority and Developer are parties to that certain Conveyancing Agreement entered into substantially concurrently with the Effective Date. In the event of any conflict between or among this Agreement, the Conveyancing Agreement and/or the Cooperation Agreement, the terms of this Agreement shall govern with respect to development rights, land uses and entitlements, the terms of the Conveyancing Agreement shall govern with respect to conveyance of the Developer Property from Authority to Developer and construction of the Project and the terms of the Cooperation Agreement shall govern with respect to sales tax matters.

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

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

16.4 Joint and Several Obligations. All obligations and liabilities of Developer hereunder shall be joint and several among the obligees.

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

16.6 Notice. All notices, demands, consents, requests and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed conclusively to have been duly given (i) when hand delivered to the other Party; (ii) upon receipt by the Party to which notice is sent when placed in the US mail, with postage fully prepaid, registered or certified mail, return receipt requested, or (iii) the next business day after such notice has been deposited with an overnight delivery service reasonably approved by the Parties (Federal Express, Overnite Express, United Parcel Service and U.S. Postal Service are deemed approved by the Parties), postage prepaid, addressed to the Party to whom notice is being sent as set forth below with next business day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider. Unless otherwise provided in writing, all notices hereunder shall be addressed as follows:

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

CAM-Carson LLC
c/o The Macerich Company
401 Wilshire Boulevard, Suite 700 Santa Monica, California 90401
Attention: Ann C. Menard, Esq.
Email: ann.menard@macerich.com

With a copy to: Manatt, Phelps & Phillips, LLP
11355 West Olympic Boulevard Los Angeles, California 90064
Attention: Tom Muller, Esq.
Email: tmuller@manatt.com

And a copy to: Armbruster Goldsmith & Delvac LLP
12100 Wilshire Boulevard, Suite 1600
Los Angeles, CA 90025
Attention: Amy E. Freilich, Esq.
Email: amy@agd-landuse.com

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

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

City of Carson
701 E. Carson Street
Carson, California 90745
Attention: Community Development Director

With a copy to:

Sunny Soltani, Esq., City Attorney
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, California 92612

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

Notices provided pursuant to this Section shall be deemed received at the date of delivery as shown on the affidavit of personal service or the Postal Service receipt.

16.7 Relationship of Parties. It is specifically understood and acknowledged by the Parties that the Project is a private development, that neither Party is acting as the agent of the

other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the owner of such private property.

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

16.9 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to (i) implement this Agreement, the Project, the Existing Development Approvals and the Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement, (ii) satisfy the SEIR Mitigation Measures and Conditions of Approval and any subsequent conditions of approval legally required by City as a condition to subdivision of the 157 Acre Site and development of the Project on the Developer Property, and (iii) prepare and record the Cell 2 CC&Rs, other applicable agreements, covenants, conditions and restrictions and Easement Agreements in accordance with this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

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

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

16.12 Execution.

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

16.12.2 *Recording.* City Clerk shall cause a copy of this Agreement to be executed by City and recorded in the Office of the Recorder of Los Angeles County no later than ten (10) calendar days after the date that the City Council approves this Agreement (Gov't. Code

§ 65868.5). The recordation of this Agreement is deemed a ministerial act and the failure of City to record the Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

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

(SIGNATURES ON NEXT PAGE)

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

THE CITY OF CARSON

By: _____
Albert Robles, Mayor

ATTEST:

Donesia Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny Soltani, City Attorney

CAM-CARSON, LLC,
a Delaware limited liability company

By: _____
President

By: _____
Secretary

EXHIBIT "A"

157 ACRE SITE MAP AND
DEPICTION OF CELLS 1 THROUGH 5

EXHIBIT "A"

157 ACRE SITE MAP AND DEPICTION OF CELLS 1 THROUGH 5

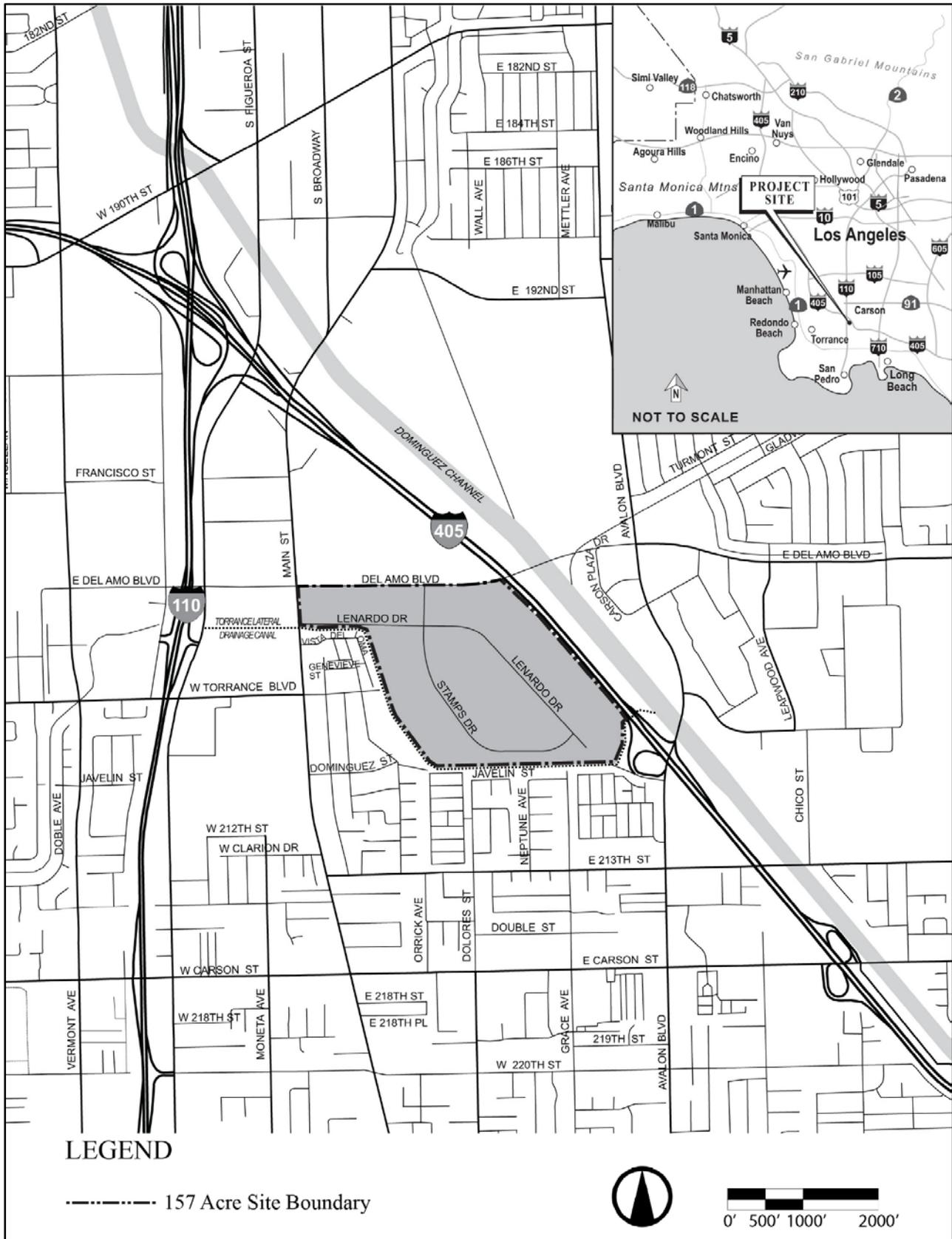


EXHIBIT "A"
157 ACRE SITE MAP
AND DEPICTION OF CELLS 1 THROUGH 5

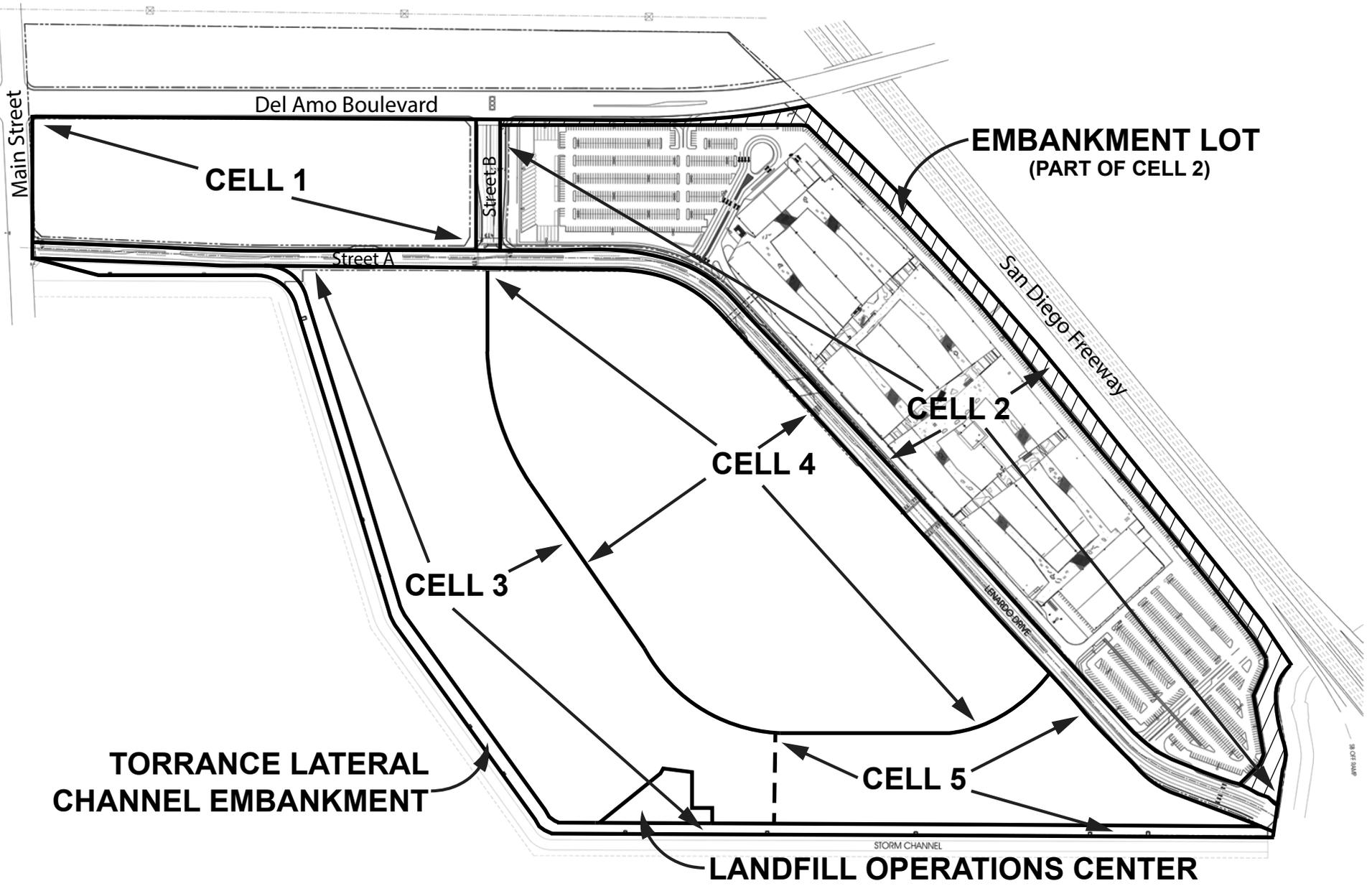


EXHIBIT "A"
157 ACRE SITE MAP
AND DEPICTION OF CELLS 1 THROUGH 5

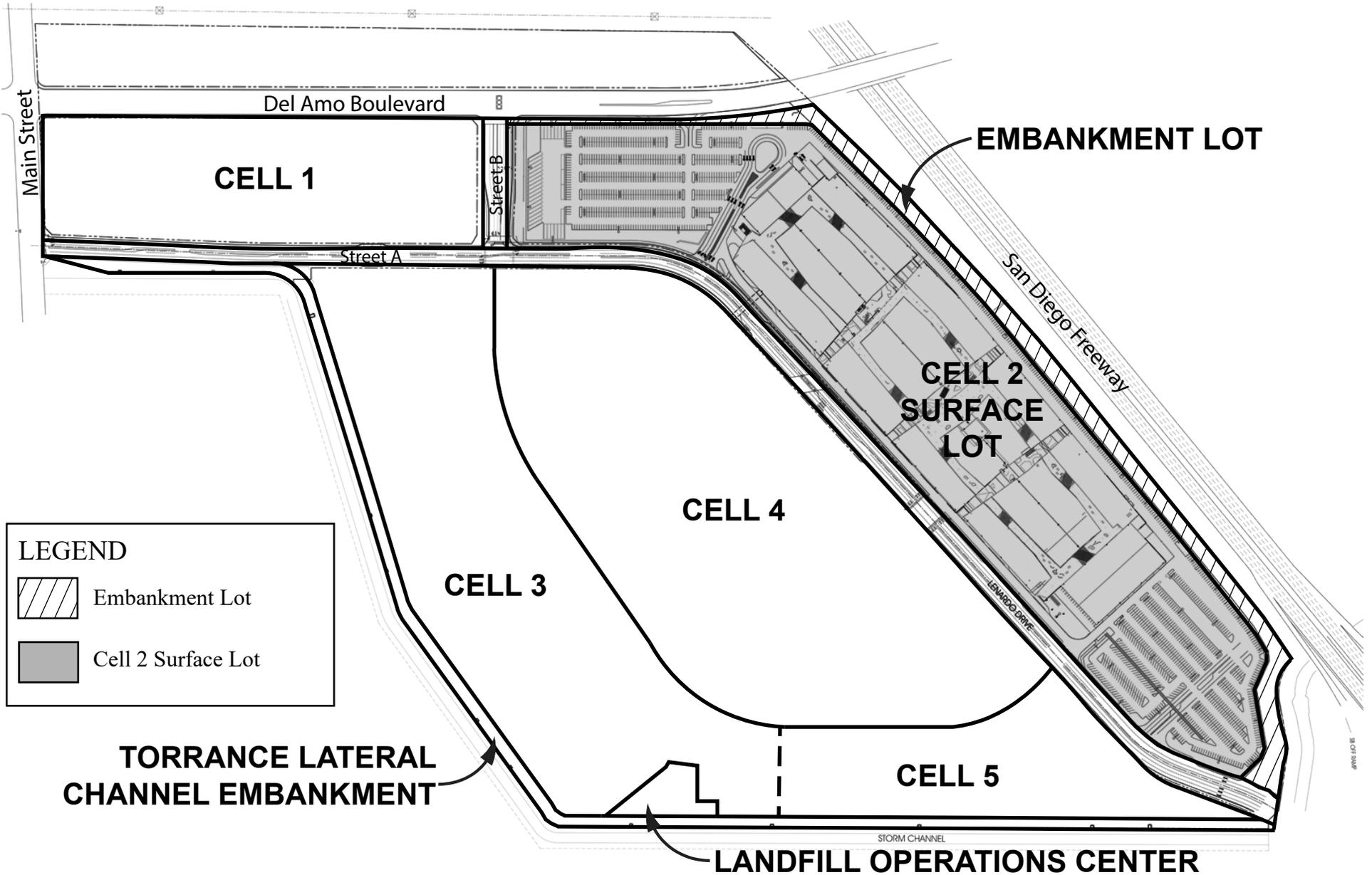


EXHIBIT "B"

SURFACE AND SUBSURFACE LOT DIVISION

Refer to Parcel Map No. 70372 recorded in the Official Records of Los Angeles County at Book 377, Page 88 to be superseded by the map of the vertical subdivision of the Surface and Subsurface Lots.

EXHIBIT “C-1”

CELL 2 SURFACE LOT

The following attachments to Exhibit “C-1” – Cell 2 Surface Lot are attached hereto:

- 1) Exhibit “C-1 – Attachment 1” – Cell 2 Surface Lot Legal Description
- 2) Exhibit “C-1 – Attachment 2” – Cell 2 Surface Lot Legal Description Sketch

1 EXHIBIT "C-1, ATTACHMENT 1"

2
3 CELL 2 SURFACE LOT

4
5 LEGAL DESCRIPTION

6
7
8 That certain parcel of land situated in the City of Carson, County of Los Angeles, State of
9 California, being that portion of Parcel 2 of Parcel Map No. 70372 as shown on a map thereof filed
10 in Book 377, Pages 76 through 89 of Parcel Maps in the Office of the County Recorder of said Los
11 Angeles County, described as follows:

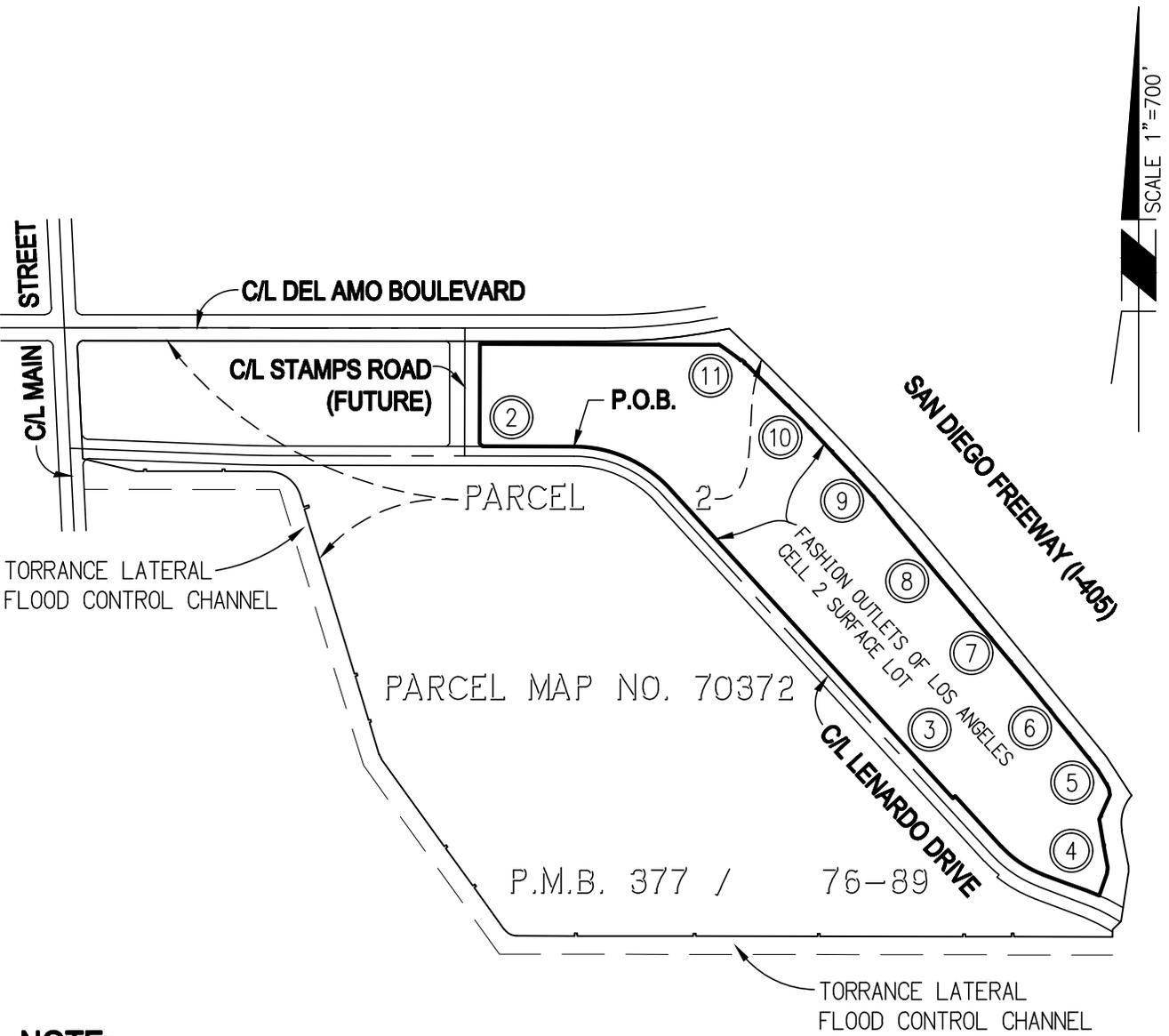
12
13 **BEGINNING** at the easterly terminus of that certain course in the northerly right-of-way line of
14 Lenardo Drive shown as "North 89°53'37" West 1247.25 feet" on said Parcel Map No. 70372, said
15 point being the beginning of a tangent curve concave southwesterly and having a radius of 540.00
16 feet; thence along the northeasterly right-of-way line of said Lenardo Drive as shown on said map,
17 through the following courses:

18
19 along said curve southeasterly 447.50 feet through a central angle of 47°28'52"; thence tangent
20 from said curve South 42°24'45" East 1725.59 feet; thence North 47°35'15" East 13.00 feet;
21 thence South 42°24'45" East 280.28 feet to the beginning of a tangent curve concave northeasterly
22 and having a radius of 447.00 feet; thence along said curve southeasterly 209.83 feet through a
23 central angle of 26°53'46"; thence tangent from said curve South 69°18'31" East 101.03 feet;
24 thence South 70°34'53" East 90.02 feet; thence South 69°18'31" East 28.29 feet to the beginning
25 of a tangent curve concave southwesterly and having a radius of 722.00 feet; thence along said
26 curve easterly 28.84 feet through a central angle of 02°17'20";

27
28 thence leaving said northeasterly right-of-way line, non-tangent from said curve
29 North 19°11'16" East 94.50 feet; thence North 07°17'15" East 26.05 feet; thence
30 North 09°53'38" West 89.96 feet; thence North 35°06'22" East 2.83 feet; thence
31 North 09°53'38" West 3.63 feet; thence North 54°53'38" West 2.83 feet; thence
32 North 09°53'38" West 105.50 feet; thence North 24°10'58" East 9.82 feet; thence
33 North 69°10'58" East 2.83 feet; thence North 24°10'58" East 3.63 feet; thence
34 North 20°49'02" West 2.83 feet; thence North 24°10'58" East 90.55 feet; thence
35 North 08°39'29" West 28.50 feet; thence North 30°43'05" West 14.12 feet; thence
36 North 14°16'55" East 2.83 feet; thence North 30°43'05" West 3.63 feet; thence
37 North 75°43'05" West 2.83 feet; thence North 30°43'05" West 67.82 feet; thence
38 North 38°04'43" West 56.45 feet; thence North 06°55'17" East 2.83 feet; thence
39 North 38°04'43" West 3.63 feet; thence North 83°04'43" West 2.83 feet; thence
40 North 38°04'43" West 65.16 feet; thence North 39°15'16" West 55.86 feet; thence
41 North 05°44'44" East 2.83 feet; thence North 39°15'16" West 3.63 feet; thence
42 North 84°15'16" West 2.83 feet; thence North 39°15'16" West 89.81 feet; thence
43 North 37°36'38" West 7.03 feet; thence North 38°35'55" West 21.85 feet; thence
44 North 06°24'05" East 2.83 feet; thence North 38°35'55" West 3.63 feet; thence
45 North 83°35'55" West 2.83 feet; thence North 38°35'55" West 21.90 feet; thence
46 North 39°04'42" West 59.25 feet; thence North 39°01'37" West 38.84 feet; thence

EXHIBIT "C-1, ATTACHMENT 1"
CELL 2 SURFACE LOT
LEGAL DESCRIPTION

47 North 05°58'23" East 2.83 feet; thence North 39°01'37" West 3.63 feet; thence
48 North 84°01'37" West 2.83 feet; thence North 39°01'37" West 66.42 feet; thence
49 North 40°01'50" West 55.86 feet; thence North 04°58'06" East 2.83 feet; thence
50 North 40°01'54" West 3.63 feet; thence North 85°01'54" West 2.83 feet; thence
51 North 40°01'50" West 120.28 feet; thence North 04°59'31" East 2.83 feet; thence
52 North 40°00'29" West 3.63 feet; thence North 85°00'29" West 2.83 feet; thence
53 North 40°02'00" West 112.42 feet; thence North 04°58'00" East 2.83 feet; thence
54 North 40°02'00" West 3.63 feet; thence North 85°02'00" West 2.83 feet; thence
55 North 40°02'00" West 9.81 feet; thence North 39°55'53" West 118.49 feet; thence
56 North 05°04'07" East 2.83 feet; thence North 39°55'53" West 3.63 feet; thence
57 North 84°55'53" West 2.83 feet; thence North 39°55'53" West 66.83 feet; thence
58 North 39°45'42" West 138.45 feet; thence North 39°38'37" West 25.30 feet; thence
59 North 05°21'23" East 2.83 feet; thence North 39°38'37" West 3.63 feet; thence
60 North 84°38'37" West 2.83 feet; thence North 39°38'37" West 128.23 feet; thence
61 North 04°57'10" East 2.78 feet; thence North 40°02'50" West 3.63 feet; thence
62 North 85°02'50" West 2.71 feet; thence North 39°38'37" West 5.41 feet; thence
63 North 38°07'40" West 81.95 feet; thence North 41°04'48" West 30.75 feet; thence
64 North 03°55'12" East 2.83 feet; thence North 41°04'48" West 3.63 feet; thence
65 North 86°04'48" West 2.83 feet; thence North 41°04'48" West 80.28 feet; thence
66 North 43°12'17" West 37.84 feet; thence North 01°47'43" East 2.83 feet; thence
67 North 43°12'17" West 3.63 feet; thence North 88°12'17" West 2.83 feet; thence
68 North 43°12'17" West 119.83 feet; thence North 01°47'43" East 2.83 feet; thence
69 North 43°12'17" West 3.63 feet; thence North 88°12'17" West 2.83 feet; thence
70 North 43°12'17" West 119.71 feet; thence North 01°47'43" East 2.83 feet; thence
71 North 43°12'17" West 3.63 feet; thence North 88°12'17" West 2.83 feet; thence
72 North 43°12'17" West 51.65 feet; thence North 45°07'41" West 34.17 feet; thence
73 North 43°26'04" West 8.17 feet; thence North 45°07'40" West 30.39 feet; thence
74 North 00°07'40" West 2.83 feet; thence North 45°07'40" West 3.63 feet; thence
75 South 89°52'20" West 2.83 feet; thence North 45°07'40" West 119.72 feet; thence
76 North 00°07'40" West 2.83 feet; thence North 45°07'40" West 3.63 feet; thence
77 South 89°52'20" West 2.83 feet; thence North 45°07'31" West 91.51 feet to a point on a non-
78 tangent curve concave southwesterly and having a radius of 1477.88 feet, a radial line of said curve
79 from said point bears South 39°46'18" West; thence along said curve northwesterly 28.92 feet
80 through a central angle of 01°07'17"; thence non-tangent from said curve North 06°29'54" West
81 4.96 feet to a point on a non-tangent curve concave southwesterly and having a radius of 1481.38
82 feet, a radial line of said curve from said point bears South 38°30'52" West; thence along said
83 curve northwesterly 15.44 feet through a central angle of 00°35'50"; thence non-tangent from said
84 curve South 82°59'29" West 4.96 feet to a point on a non-tangent curve concave southwesterly and
85 having a radius of 1477.88 feet, a radial line of said curve from said point bears
86 South 37°46'52" West; thence along said curve northwesterly 110.09 feet through a central angle
87 of 04°16'05"; thence non-tangent from said curve North 89°50'41" West 983.35 feet; thence
88 South 45°02'41" West 0.73 feet; thence South 00°02'41" West 409.86 feet; thence
89 South 44°53'37" East 16.55 feet to first said course in the northerly right-of-way line of Lenardo
90 Drive distant thereon North 89°53'37" West 376.36 feet from the point of beginning; thence along



NOTE:

PARCEL DEPICTED HEREON IS AN AIRSPACE PARCEL, THE VERTICAL LIMITS OF WHICH ARE THE SAME AS THE UPPER AND LOWER LIMITS OF PARCEL 2 OF PARCEL MAP NO. 70372, P.M.B. 377/76-89.

INDEX MAP

② SHEET NUMBER

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION FOR

**THE DISTRICT AT SOUTH BAY
FASHION OUTLETS OF LOS ANGELES
CELL 2 SURFACE LOT**

CONTAINING: 40.826 ACRES +/-

SHEET 1 OF 11 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
(949) 472-3505 · MBAKERINTL.COM
MARCH 15, 2018 162160.9

C/L DEL AMO BOULEVARD

N'LY LINE OF PARCEL 2, P.M.B. 377/76-89

S89°50'41"E 983.35'

FASHION OUTLETS OF LOS ANGELES
CELL 2 SURFACE LOT

C/L STAMPS ROAD (FUTURE)

62'

S00°02'41"W 409.86'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S45°02'41"W	0.73'
L2	S44°53'37"E	16.55'

CURVE DATA TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	(47°28'52")	(540.00')	(447.50')

FASHION OUTLETS OF LOS ANGELES
CELL 2 SURFACE LOT

N'LY RIGHT-OF-WAY LINE
OF LENARDO DRIVE

376.36'

(N89°53'37"W 1247.25')

P.O.B.

NE'LY RIGHT-OF-WAY
LINE OF LENARDO DRIVE

C/L LENARDO DRIVE

PARCEL 2
PARCEL MAP NO. 70372
P.M.B. 377/76-89



- SEE SHEET 9 -

- SEE SHEET 3 -

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

THE DISTRICT AT SOUTH BAY
FASHION OUTLETS OF LOS ANGELES
CELL 2 SURFACE LOT

CONTAINING: 40.826 ACRES +/-

NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
PARCEL MAP NO. 70372,
P.M.B. 377/76-89

SHEET 2 OF 11 SHEETS

Michael Baker

INTERNATIONAL

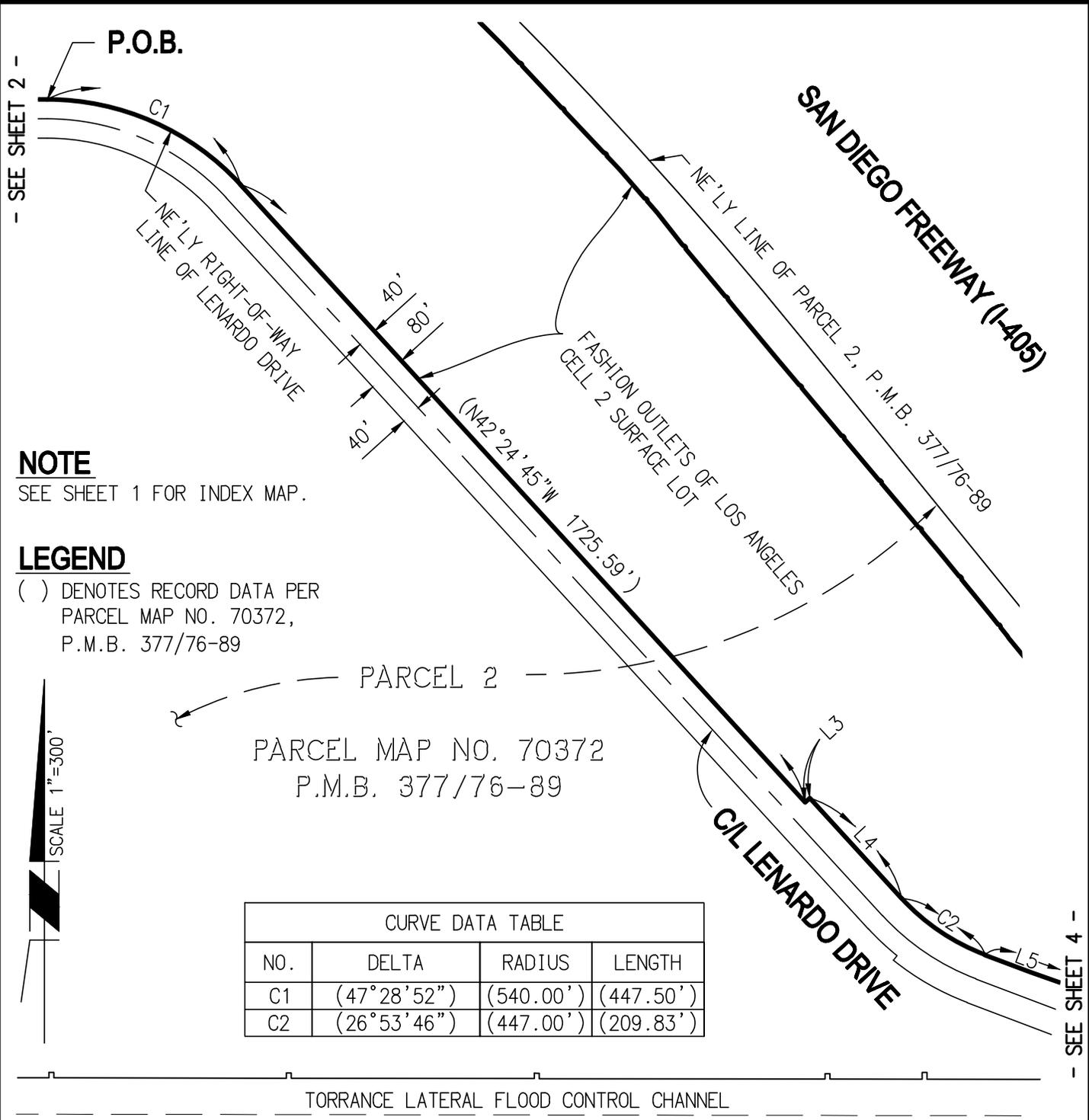
5 Hutton Centre Drive, Suite 500

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MARCH 15, 2018

162160.9



NOTE
SEE SHEET 1 FOR INDEX MAP.

LEGEND
() DENOTES RECORD DATA PER
PARCEL MAP NO. 70372,
P.M.B. 377/76-89

CURVE DATA TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	(47°28'52")	(540.00')	(447.50')
C2	(26°53'46")	(447.00')	(209.83')

LINE DATA TABLE		
NO.	BEARING	LENGTH
L3	(N47°35'15"E)	(13.00')
L4	(N42°24'45"W)	(280.28')
L5	(N69°18'31"W)	(101.03')

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
**THE DISTRICT AT SOUTH BAY
FASHION OUTLETS OF LOS ANGELES
CELL 2 SURFACE LOT**

CONTAINING: 40.826 ACRES +/-

SHEET 3 OF 11 SHEETS

Michael Baker

INTERNATIONAL
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
(949) 472-3505 · MBAKERINTL.COM
MARCH 15, 2018 162160.9

- SEE SHEET 5 -

NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
 PARCEL MAP NO. 70372,
 P.M.B. 377/76-89



CURVE DATA TABLE			
NO.	DELTA	RADIUS	LENGTH
C3	02° 17' 20"	722.00'	28.84'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L5	(N69° 18' 31" W)	(101.03')
L6	(N69° 18' 31" W)	(28.29')
L7	N07° 17' 15" E	26.05'
L8	N35° 06' 22" E	2.83'
L9	N09° 53' 38" W	3.63'
L10	N54° 53' 38" W	2.83'

PARCEL

PARCEL MAP NO. 70372

- SEE SHEET 3 -

FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT

(N70° 34' 53" W)
 (90.02')
 NE'LY RIGHT-OF-WAY LINE
 OF LENARDO DRIVE

VARIES

C/L LENARDO DRIVE

P.M.B. 377/76-89

E'LY LINE OF PARCEL 2, P.M.B. 377/76-89

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

THE DISTRICT AT SOUTH BAY
 FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT

CONTAINING: 40.826 ACRES +/-

SHEET 4 OF 11 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

MARCH 15, 2018

162160.9

- SEE SHEET 6 -

PARCEL MAP

NO. 70372

SAN DIEGO FREEWAY (I-405)



NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
 PARCEL MAP NO. 70372,
 P.M.B. 377/76-89

LINE DATA TABLE		
NO.	BEARING	LENGTH
L11	N24° 10' 58" E	9.82'
L12	N69° 10' 58" E	2.83'
L13	N24° 10' 58" E	3.63'
L14	N20° 49' 02" W	2.83'
L15	N08° 39' 29" W	28.50'
L16	N30° 43' 05" W	14.12'
L17	N14° 16' 55" E	2.83'
L18	N30° 43' 05" W	3.63'
L19	N75° 43' 05" W	2.83'
L20	N06° 55' 17" E	2.83'
L21	N38° 04' 43" W	3.63'
L22	N83° 04' 43" W	2.83'
L23	N39° 15' 16" W	55.86'

FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT

NE'LY LINE OF PARCEL 2, P.M.B. 377/76-89

PARCEL 2

P.M.B. 377/76-89

377/76-89

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

THE DISTRICT AT SOUTH BAY
 FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT

CONTAINING: 40.826 ACRES +/-

SHEET 5 OF 11 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

MARCH 15, 2018

162160.9

- SEE SHEET 4 -

- SEE SHEET 7 -

NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
 PARCEL MAP NO. 70372,
 P.M.B. 377/76-89



PARCEL MAP NO. 70372

SAN DIEGO FREEWAY (I-405)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L23	N39° 15' 16" W	55.86'
L24	N05° 44' 44" E	2.83'
L25	N39° 15' 16" W	3.63'
L26	N84° 15' 16" W	2.83'
L27	N37° 36' 38" W	7.03'
L28	N38° 35' 55" W	21.85'
L29	N06° 24' 05" E	2.83'
L30	N38° 35' 55" W	3.63'
L31	N83° 35' 55" W	2.83'
L32	N38° 35' 55" W	21.90'
L33	N39° 01' 37" W	38.84'
L34	N05° 58' 23" E	2.83'
L35	N39° 01' 37" W	3.63'
L36	N84° 01' 37" W	2.83'

P.M.B. 377/76-89

- SEE SHEET 5 -
 SHEET 6 OF 11 SHEETS

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

THE DISTRICT AT SOUTH BAY
 FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT

CONTAINING: 40.826 ACRES +/-

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

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MARCH 15, 2018

162160.9

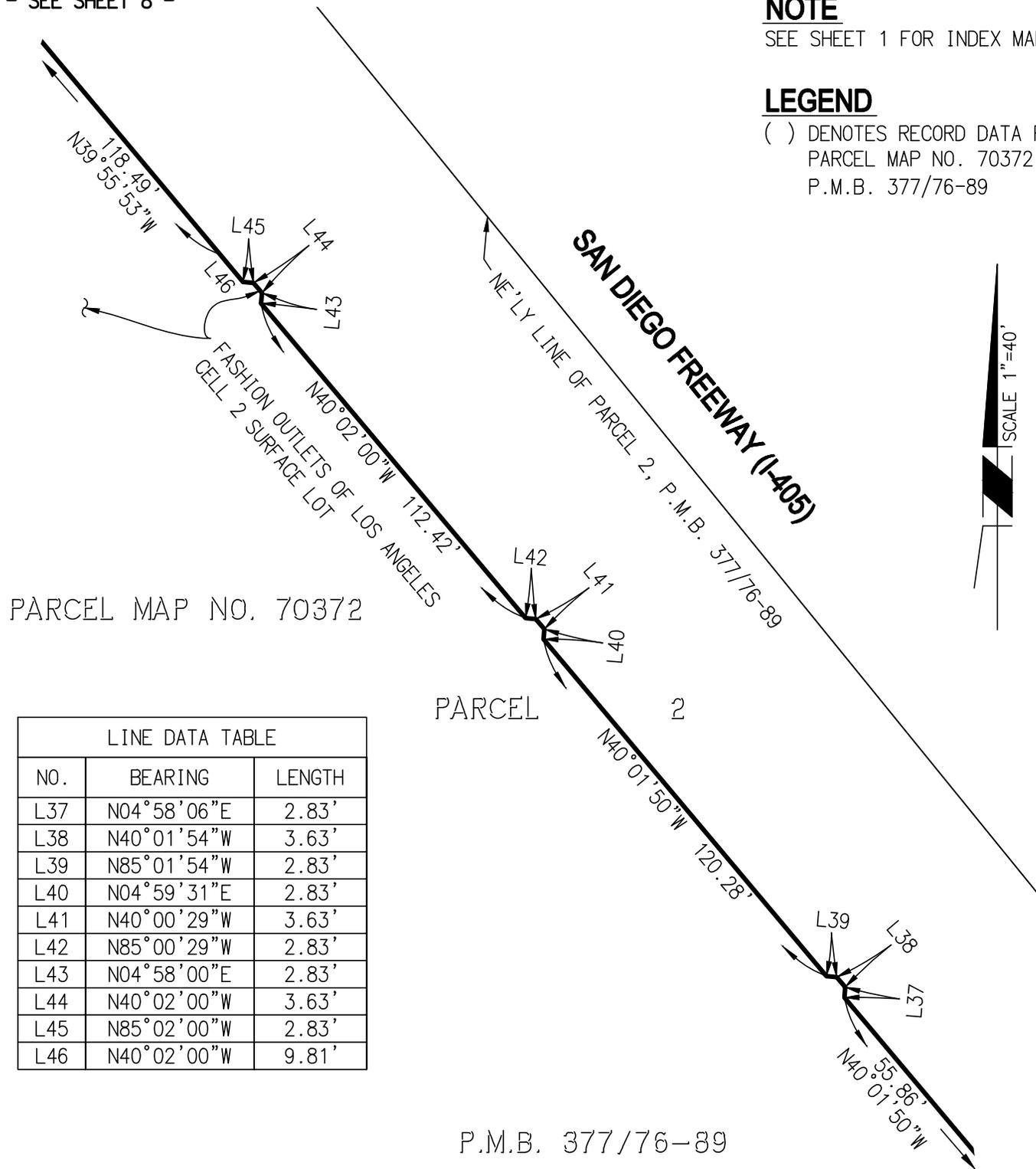
- SEE SHEET 8 -

NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
 PARCEL MAP NO. 70372,
 P.M.B. 377/76-89



PARCEL MAP NO. 70372

LINE DATA TABLE		
NO.	BEARING	LENGTH
L37	N04°58'06"E	2.83'
L38	N40°01'54"W	3.63'
L39	N85°01'54"W	2.83'
L40	N04°59'31"E	2.83'
L41	N40°00'29"W	3.63'
L42	N85°00'29"W	2.83'
L43	N04°58'00"E	2.83'
L44	N40°02'00"W	3.63'
L45	N85°02'00"W	2.83'
L46	N40°02'00"W	9.81'

PARCEL 2

P.M.B. 377/76-89

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

THE DISTRICT AT SOUTH BAY
 FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT

CONTAINING: 40.826 ACRES +/-

- SEE SHEET 6 -
 SHEET 7 OF 11 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

MARCH 15, 2018

162160.9

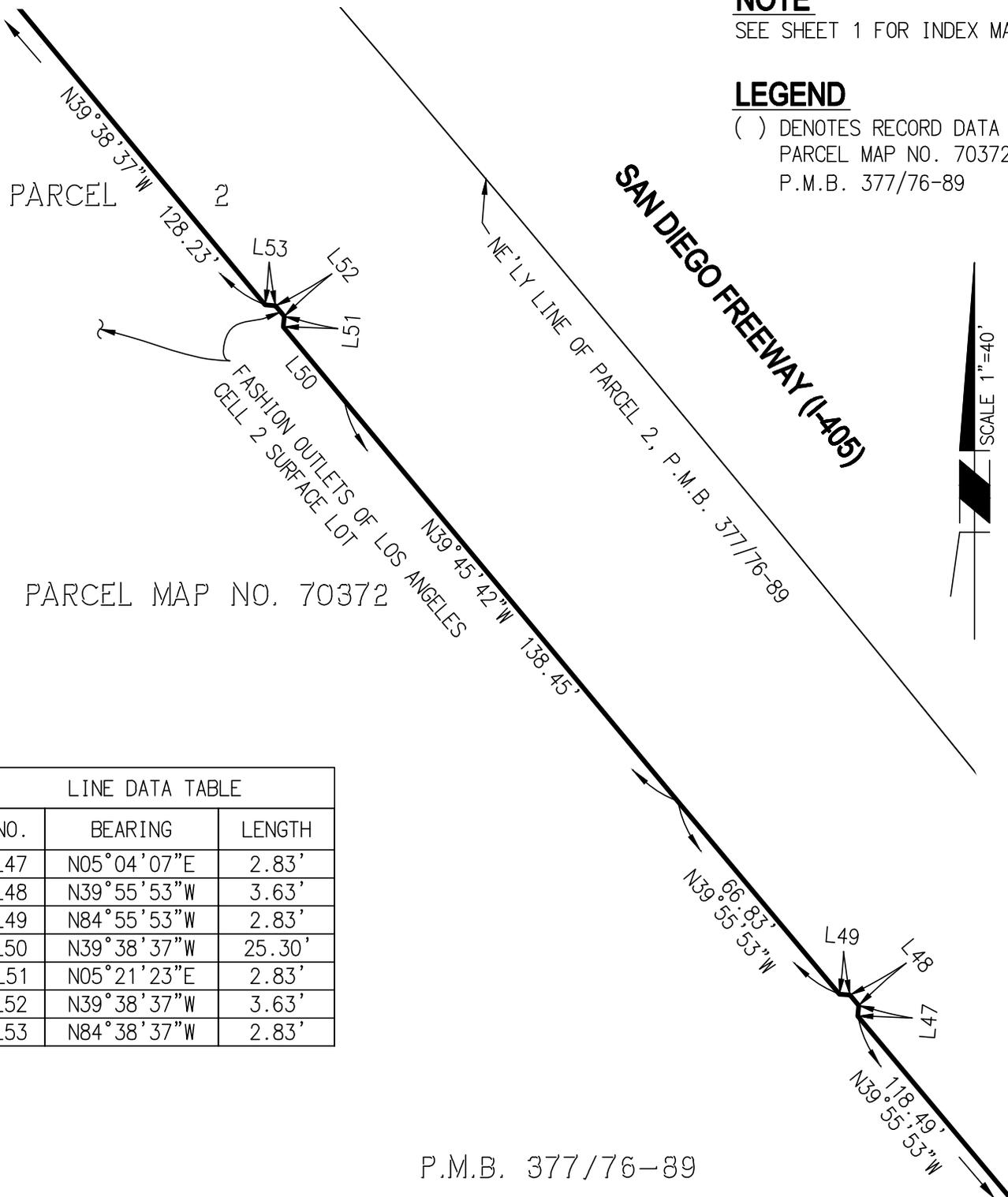
- SEE SHEET 9 -

NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
 PARCEL MAP NO. 70372,
 P.M.B. 377/76-89



LINE DATA TABLE

NO.	BEARING	LENGTH
L47	N05°04'07"E	2.83'
L48	N39°55'53"W	3.63'
L49	N84°55'53"W	2.83'
L50	N39°38'37"W	25.30'
L51	N05°21'23"E	2.83'
L52	N39°38'37"W	3.63'
L53	N84°38'37"W	2.83'

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

THE DISTRICT AT SOUTH BAY
 FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT

CONTAINING: 40.826 ACRES +/-

- SEE SHEET 7 -

SHEET 8 OF 11 SHEETS

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- SEE SHEET 10 -

NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
 PARCEL MAP NO. 70372,
 P.M.B. 377/76-89



SAN DIEGO FREEWAY (I-405)

NE'LY LINE OF PARCEL 2, P.M.B. 377/76-89

PARCEL 2

PARCEL MAP NO. 70372

FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT

LINE DATA TABLE		
NO.	BEARING	LENGTH
L54	N04°57'10"E	2.78'
L55	N40°02'50"W	3.63'
L56	N85°02'50"W	2.71'
L57	N39°38'37"W	5.41'
L58	N03°55'12"E	2.83'
L59	N41°04'48"W	3.63'
L60	N86°04'48"W	2.83'
L61	N01°47'43"E	2.83'
L62	N43°12'17"W	3.63'
L63	N88°12'17"W	2.83'

P.M.B. 377/76-89

- SEE SHEET 8 -

SHEET 9 OF 11 SHEETS

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EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

**THE DISTRICT AT SOUTH BAY
 FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT**

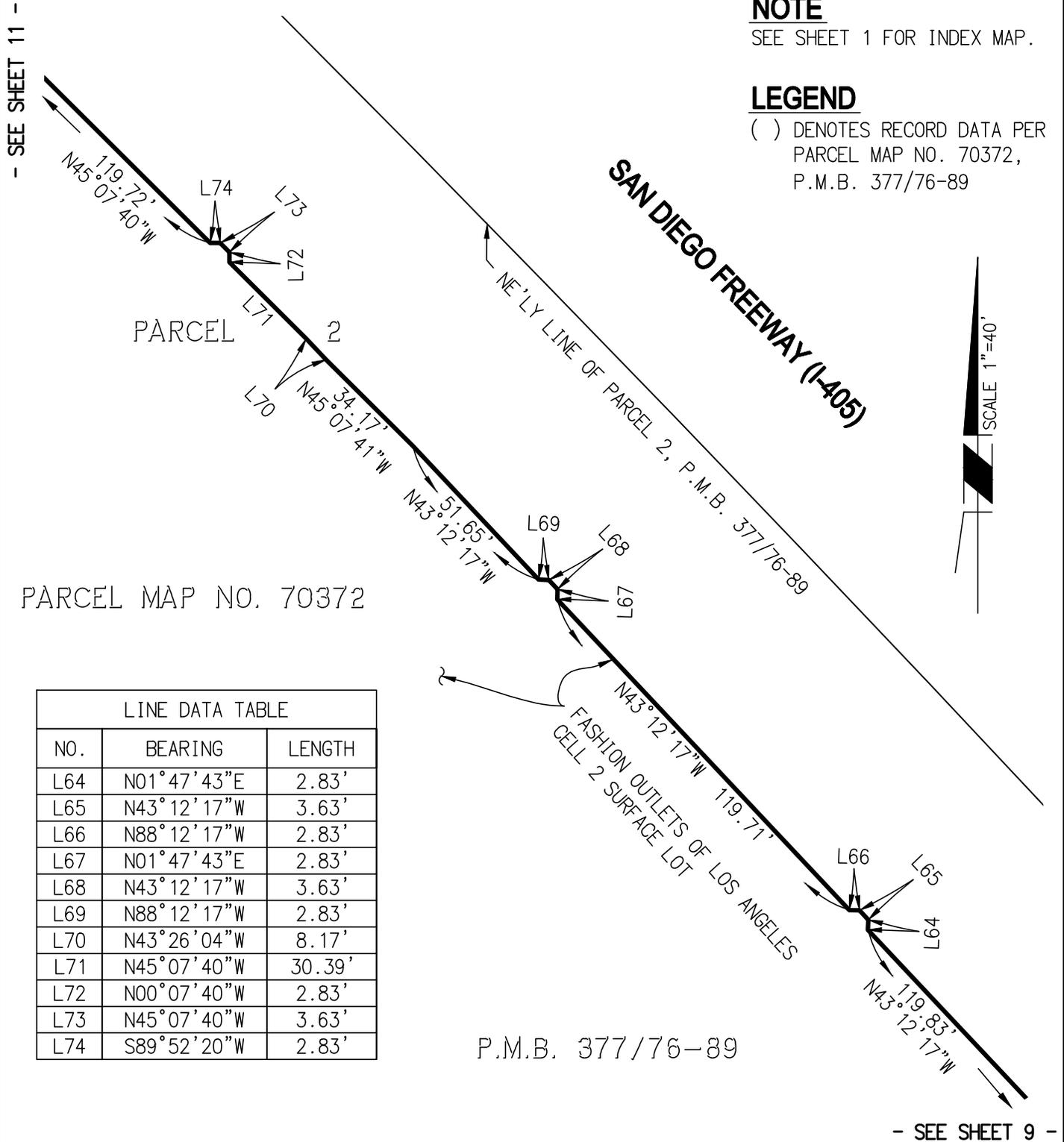
CONTAINING: 40.826 ACRES +/-

NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
 PARCEL MAP NO. 70372,
 P.M.B. 377/76-89



PARCEL MAP NO. 70372

LINE DATA TABLE		
NO.	BEARING	LENGTH
L64	N01° 47' 43" E	2.83'
L65	N43° 12' 17" W	3.63'
L66	N88° 12' 17" W	2.83'
L67	N01° 47' 43" E	2.83'
L68	N43° 12' 17" W	3.63'
L69	N88° 12' 17" W	2.83'
L70	N43° 26' 04" W	8.17'
L71	N45° 07' 40" W	30.39'
L72	N00° 07' 40" W	2.83'
L73	N45° 07' 40" W	3.63'
L74	S89° 52' 20" W	2.83'

P.M.B. 377/76-89

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

**THE DISTRICT AT SOUTH BAY
 FASHION OUTLETS OF LOS ANGELES
 CELL 2 SURFACE LOT**

CONTAINING: 40.826 ACRES +/-

SHEET 10 OF 11 SHEETS

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MARCH 15, 2018

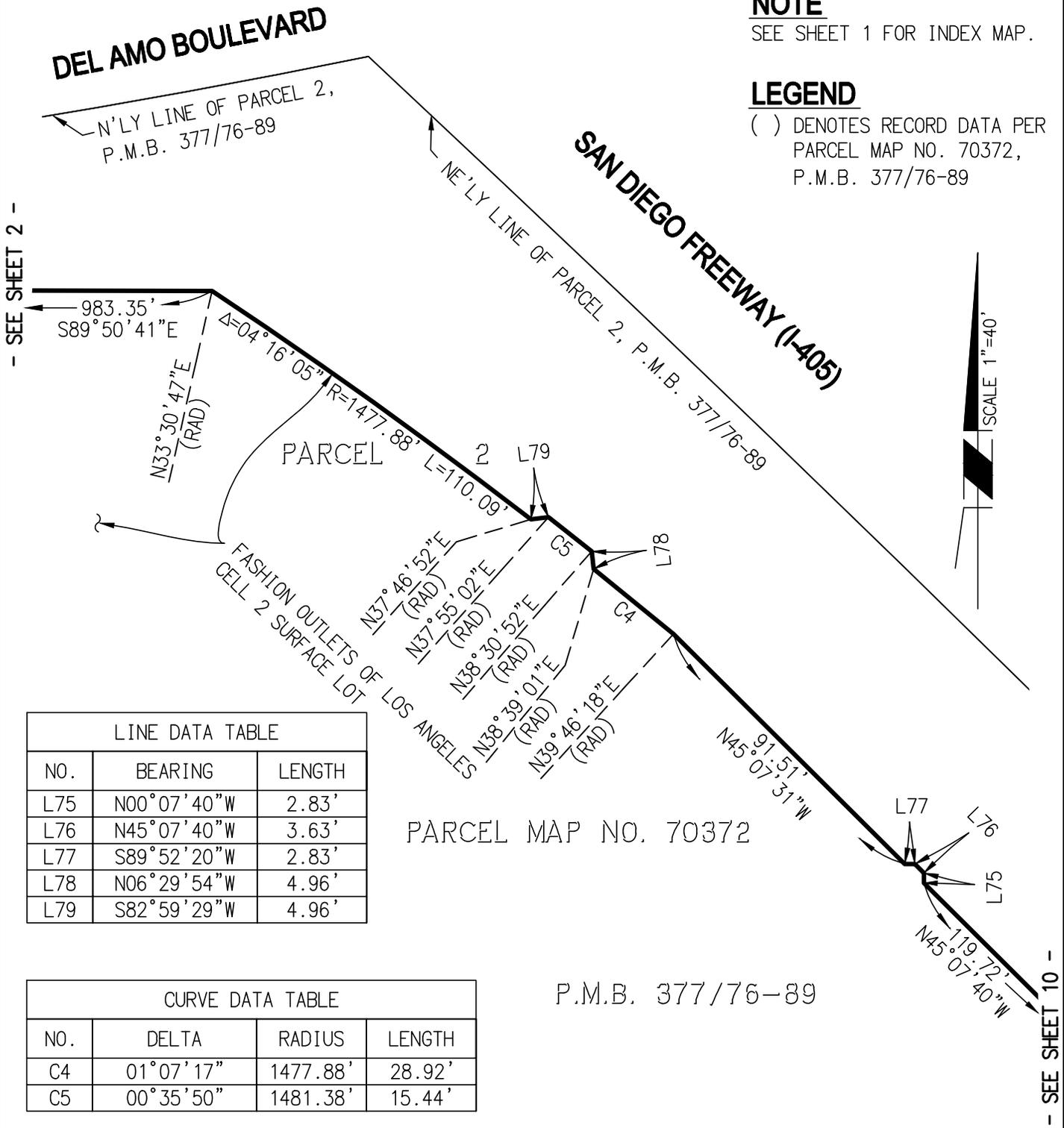
162160.9

NOTE

SEE SHEET 1 FOR INDEX MAP.

LEGEND

() DENOTES RECORD DATA PER
PARCEL MAP NO. 70372,
P.M.B. 377/76-89



LINE DATA TABLE

NO.	BEARING	LENGTH
L75	N00° 07' 40" W	2.83'
L76	N45° 07' 40" W	3.63'
L77	S89° 52' 20" W	2.83'
L78	N06° 29' 54" W	4.96'
L79	S82° 59' 29" W	4.96'

CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C4	01° 07' 17"	1477.88'	28.92'
C5	00° 35' 50"	1481.38'	15.44'

EXHIBIT "C-1, ATTACHMENT 2"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

THE DISTRICT AT SOUTH BAY
FASHION OUTLETS OF LOS ANGELES
CELL 2 SURFACE LOT

CONTAINING: 40.826 ACRES +/-

SHEET 11 OF 11 SHEETS

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MARCH 15, 2018

162160.9

EXHIBIT "C-2"

SUBSIDENCE EASEMENT AREA

The 157 Acre Site has been vertically subdivided into a surface lot (the "Surface Lot") and a subsurface lot (the "Subsurface Lot"), per Parcel Map No. 70372. Due to the contaminated condition of the 157 Acre Site, the intent of Developer is to acquire and at all times own only non-contaminated property. It is intended by Authority and Developer, as further described in the Conveyancing Agreement, that Authority shall (i) retain the entire Subsurface Lot and the "Embankment Lot", comprising a 5 acre strip of land within Cell 2 lying along the 1-405 Freeway and (ii) convey to Developer the Cell 2 Surface Lot.

Pursuant to Section 1.12 of the Conveyancing Agreement, prior to conveyance of the Cell 2 Surface Lot to Macerich, the lower lot line of the vertical subdivision between the Surface Lot and Subsurface Lot will be adjusted as shown on **Exhibit XX** to the Conveyancing Agreement.

Developer and Authority acknowledge that due to the poorly compacted condition of the Cell 2 Subsurface Lot, subsidence of the Cell 2 Subsurface Lot is likely to occur in areas where the improvements in the Cell 2 Surface Lot are not supported by pilings, such as parking lot and landscaped areas. While the demarcation between the Cell 2 Surface Lot and Cell 2 Subsurface Lot has been designated so as to permit some subsidence without encroachment of Macerich's improvements (*e.g.*, parking lot paving) into the Cell 2 Subsurface Lot, nevertheless some such encroachment may occur if there is sufficient subsidence.

Thus, Authority shall grant to Macerich a subsidence easement to permit encroachment of such improvements into the Cell 2 Subsurface Lot as a result of subsidence of the Cell 2 Subsurface Lot.

Attached hereto are conceptual, graphic representations of the Cell 2 Subsurface Lot at completion of improvements (see Exhibit "C-2", Attachment "1" – Condition at Completion of Improvements) and after substantial subsidence (see Exhibit "C-2", Attachment "2" – Condition at Completion), showing the Subsidence Easement.

EXHIBIT "C-2", ATTACHMENT "1"
SUBSIDENCE EASEMENT AREA
Condition at Completion of Improvements

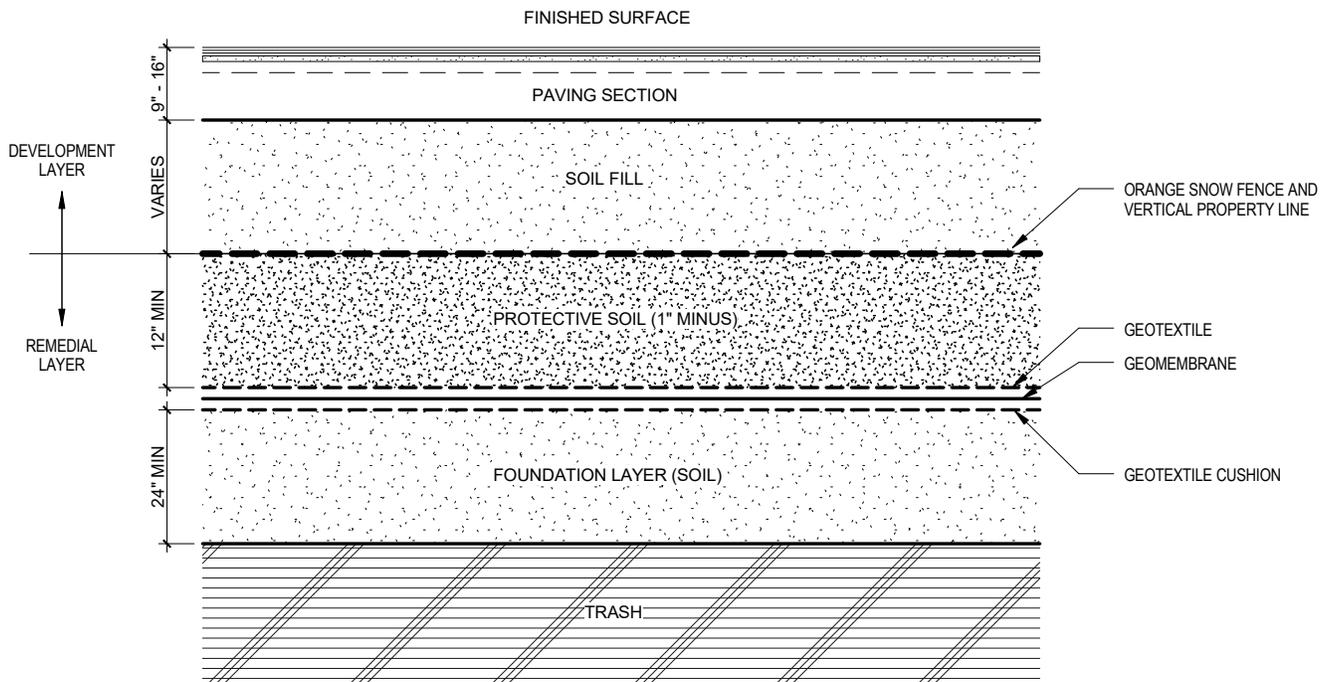


EXHIBIT "C-2", ATTACHMENT "2"
SUBSIDENCE EASEMENT AREA
Condition at Completion

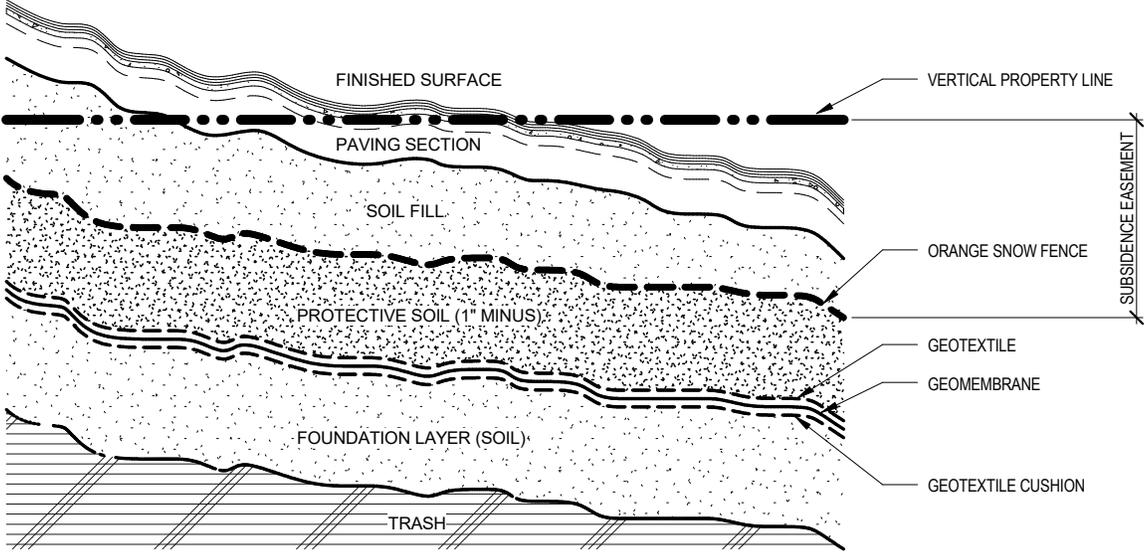


EXHIBIT "C-3"

PYLON SIGN EASEMENT AREA AND LOCATION OF PYLON SIGNS

EXHIBIT "C-3"
PYLON SIGN EASEMENT AREA AND
LOCATION OF PYLON SIGNS

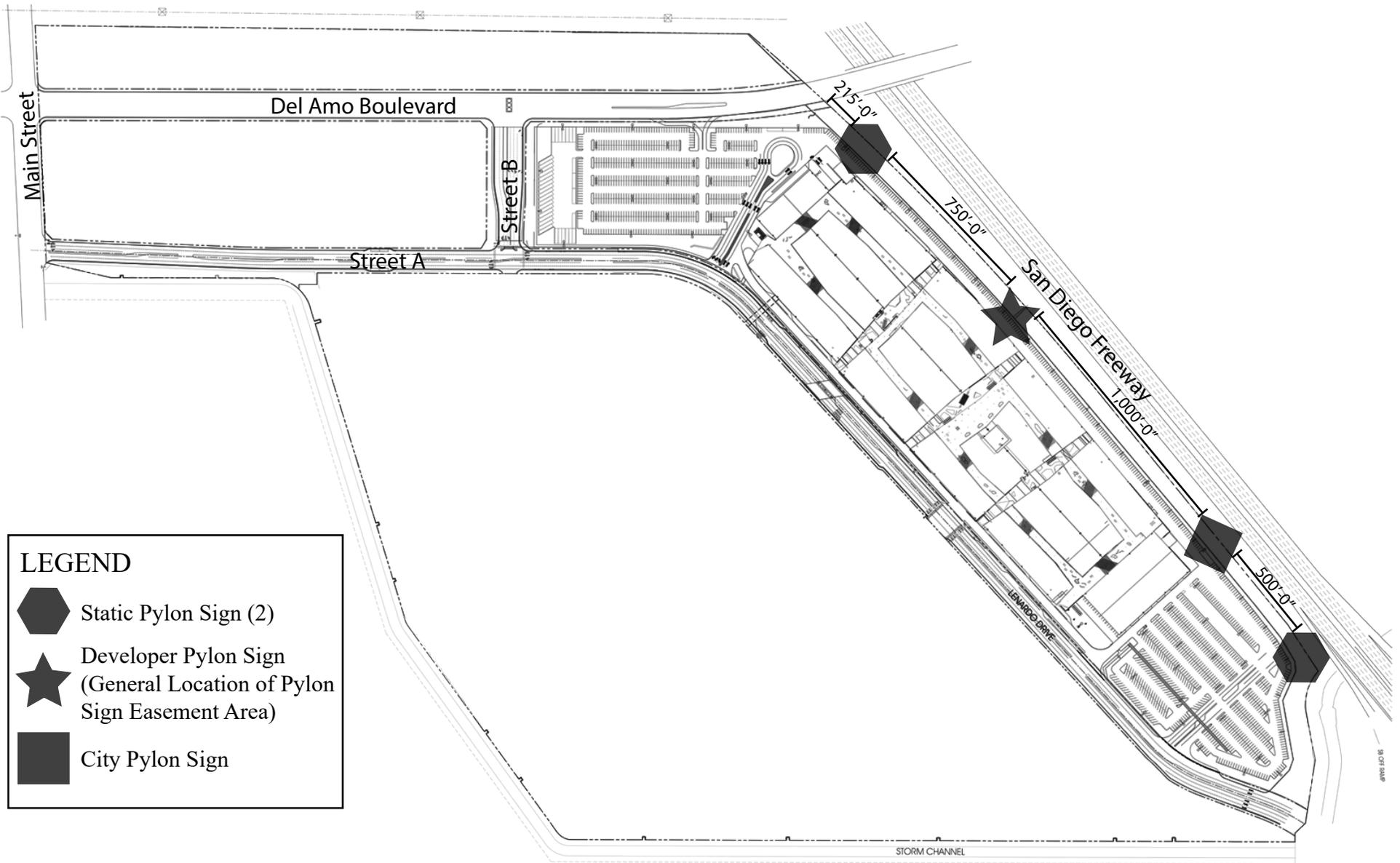


EXHIBIT "C-3"
PYLON SIGN EASEMENT AREA AND
LOCATION OF PYLON SIGNS

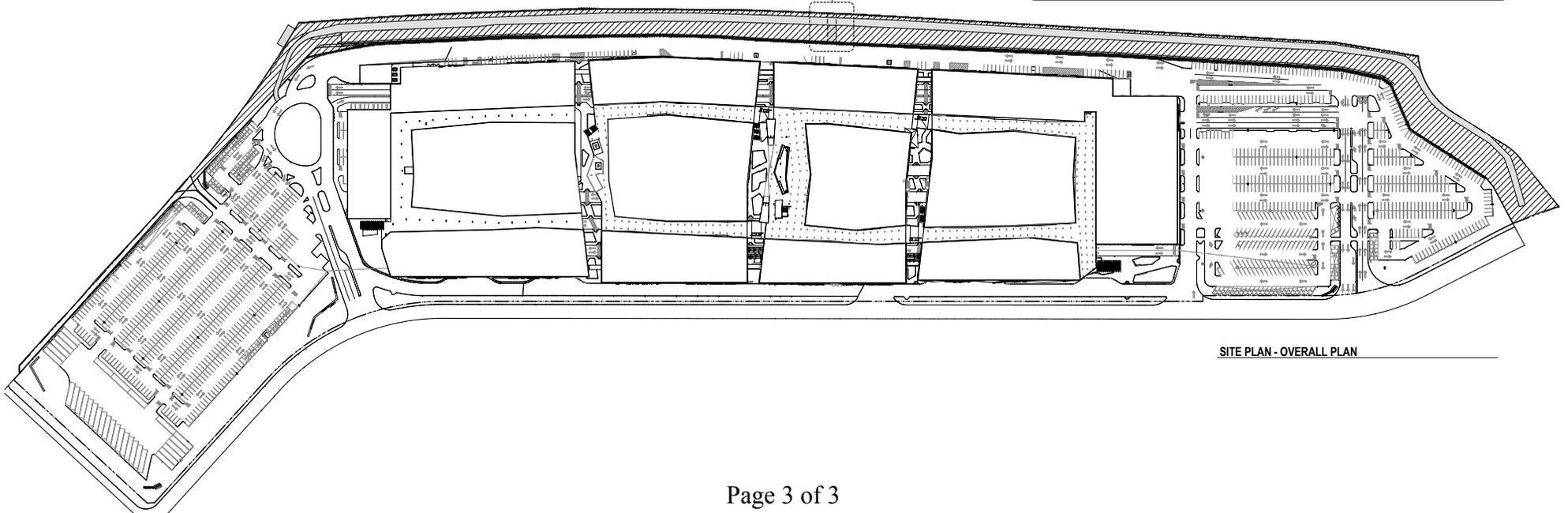
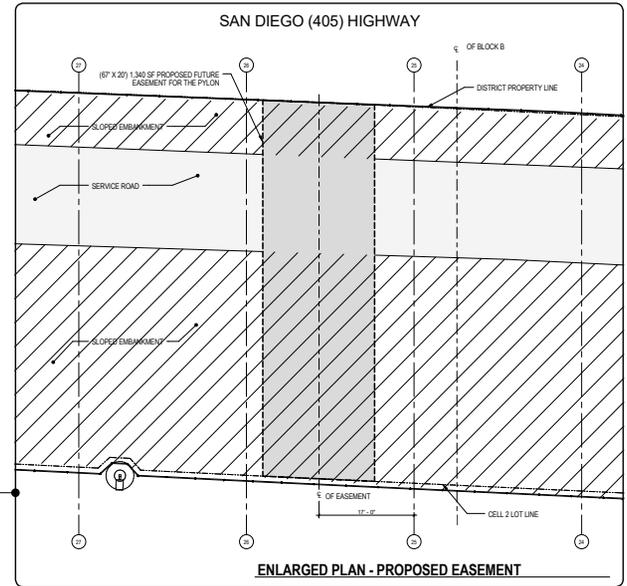


EXHIBIT "C-4"

ENTRY PLAZA LOCATIONS

EXHIBIT "C-4"
ENTRY PLAZA LOCATIONS

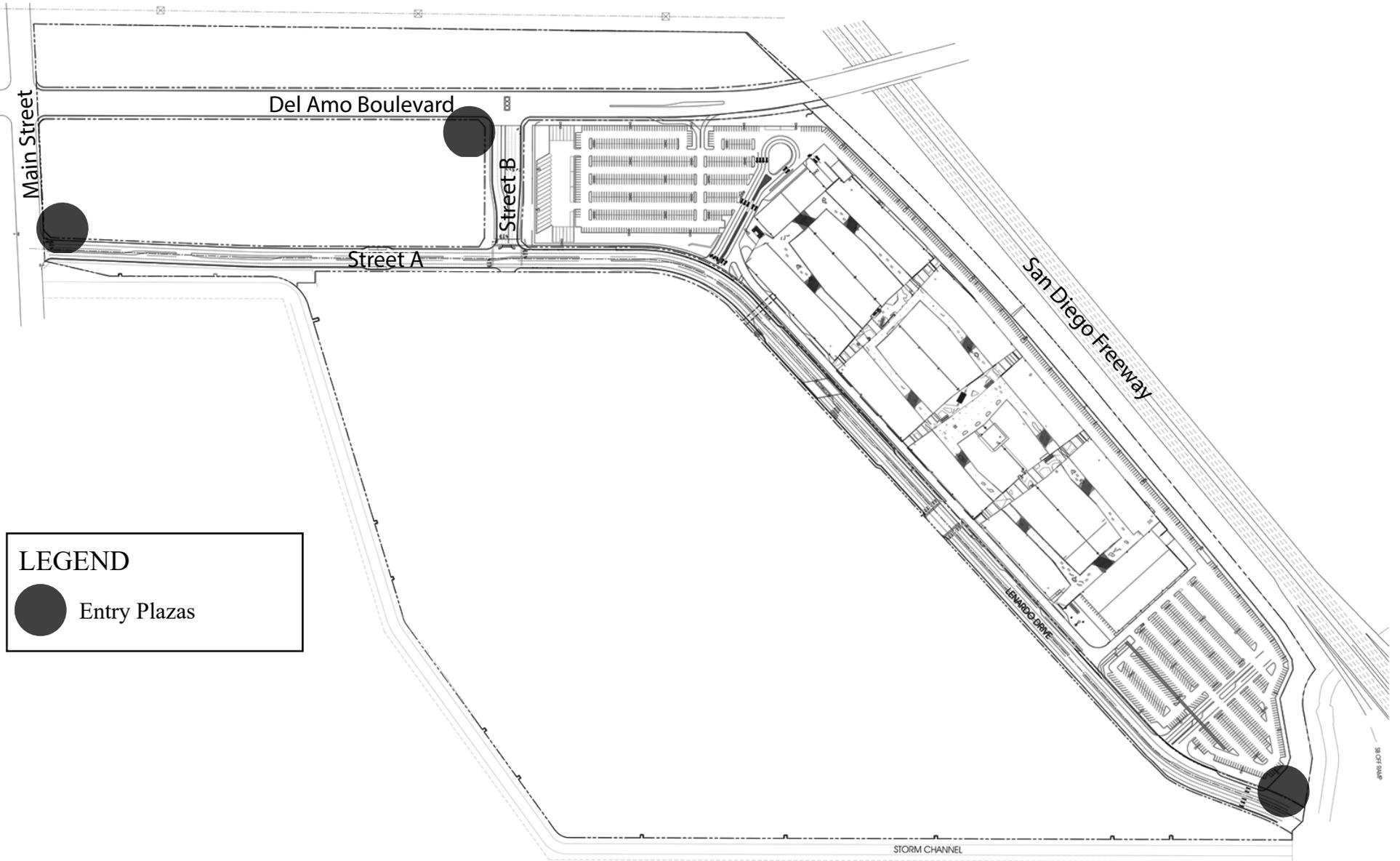


EXHIBIT “D”

SCOPE OF DEVELOPMENT

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

The Project shall be developed in accordance with the Existing Development Approvals, including without limitation, The District at South Bay Specific Plan and the approved Site Plan and Design Review and Comprehensive Sign Program, and Future Development Approvals, if any, approved by the City pursuant to the terms of the DA.

The DA provides Developer with the vested right to construct, operate, maintain and use the Project, generally consisting of the following improvements:

1. A high-quality, state of the art, retail and outlet center and parking spaces (including valet and self-parking) upon approximately 41 acres of land comprising the Cell 2 Surface Lot within The District at South Bay in the City of Carson, California, including without limitation, at Developer’s sole discretion, sit-down restaurant space, a VIP lounge, various take-out and on-site food and alcohol service, as allowed by right or by permit, and digital and static display signage on the exterior walls of the buildings and as identity signage, all as more fully described in the Development Plan.
2. The Developer Pylon Sign, depicted in Exhibit “D”, Attachment “1”, comprising a freestanding, 88-foot-high freeway-oriented icon pylon sign that is illuminated, utilizes digital display and/or LED and electronic message center/changeable message display in the portion of the Embankment Lot shown on Exhibit “C-3” of the DA (the Pylon Sign Easement Area). The Pylon Sign Easement to be granted by Authority pursuant to the Conveyancing Agreement will also provide an access easement to Developer upon the Embankment Lot for purposes of construction, operation, use, maintenance (including without limitation, replacement of technology, internal structure and sign faces without changing the pylon structure), and repair of the Developer Pylon Sign. Developer shall have the right to cause Authority to install piles on the Embankment Lot as reasonably necessary to allow for construction of the Developer Pylon Sign.

The Project may be completed in two (2) phases of vertical construction: Phase I and Phase II. Phase I and Phase II of the Project are depicted on the conceptual phasing plans attached hereto as Ex. “D”, Attachment “2”. Phase I shall consist of not less than 450,000 GBA square feet and is intended to comprise approximately 65-70% of the development authorized by the Site Plan and Design Review approved for the Project as part of the Existing Development

Approvals. Phase II, whether built separately or concurrently or at all, at the option of Developer, is anticipated to contain the remaining GBA square footage from such Site Plan and Design Review and, at the election of Developer, may include additional development to increase the total up to 711,500 GBA square feet and accompanying pursuant to Future Development Approvals. The Project may include up to 15,000 GBA square feet of sit-down restaurant space, or such additional restaurant space as may be approved by the City in a Future Development Approval, which may be developed at the sole discretion of the Developer during Phase I, Phase II, or any time thereafter. Sit-down restaurant space as used in the DA means full service restaurant uses, and is not intended to include food courts or other food service venues at which food is ordered at a counter, even if such food is delivered to a table by a server.

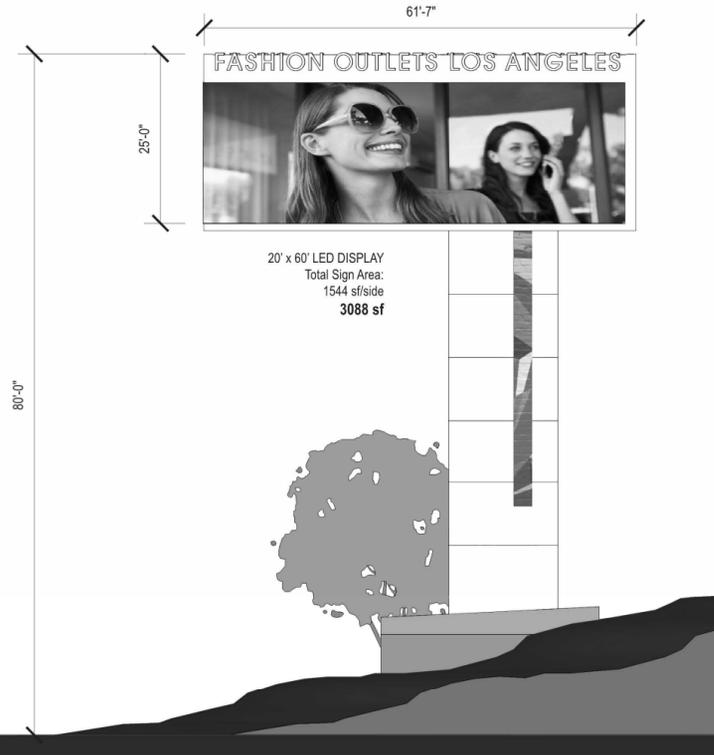
Parking spaces and valet parking may be constructed by the Developer during Phase I or Phase II, at Developer's election. As part of Phase I, Developer shall provide the minimum parking required by the Specific Plan for GBA square footage constructed as part of Phase I. As part of Phase II, to the extent not previously constructed, Developer shall provide the minimum parking required by the Specific Plan for the GBA square footage constructed as part of Phase II.

Developer shall comply with the requirements of the SEIR Mitigation Measures and the Conditions of Approval identified as the responsibility of Developer in Exhibits "H" and "I" respectively, as the same may be amended from time to time with the approval of the City and Developer.

EXHIBIT "D", ATTACHMENT "1"
SCOPE OF DEVELOPMENT
DEVELOPER PYLON SIGN



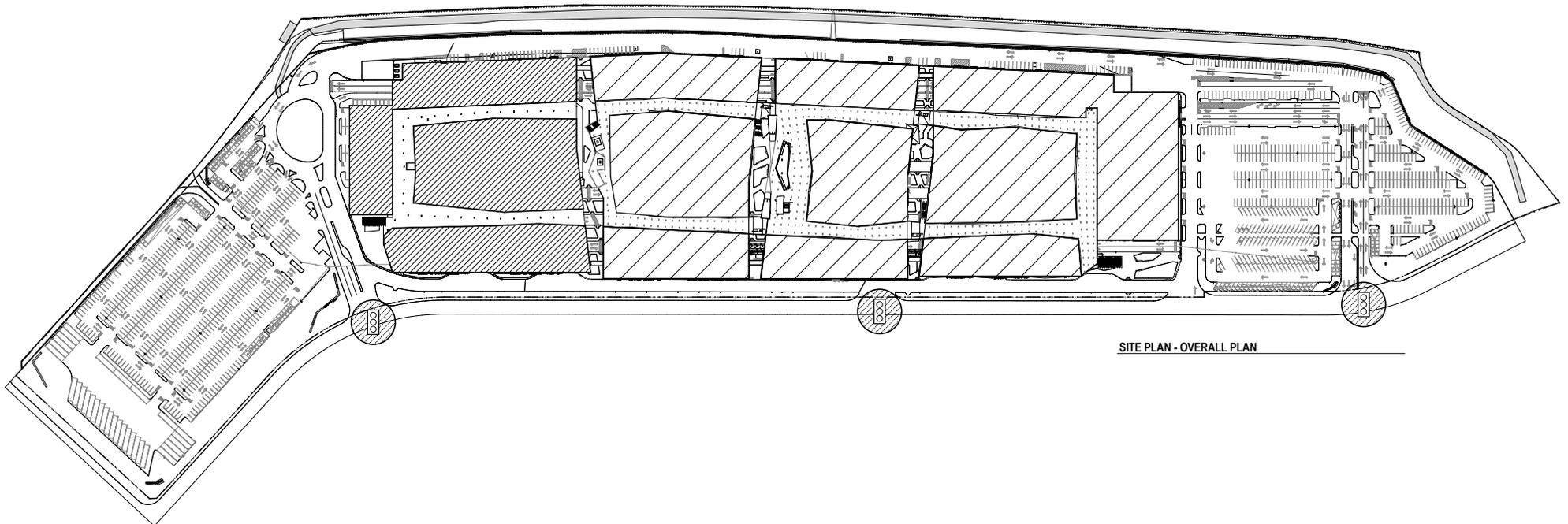
2 Plan
Scale: 1/16" = 1'-0"



1 Elevation
Scale: 1/16" = 1'-0"

CONCEPTUAL DESIGN

EXHIBIT "D", ATTACHMENT "2"
SCOPE OF DEVELOPMENT
PHASED DEVELOPMENT PLAN



SITE PLAN - OVERALL PLAN

LEGEND

-  TRAFFIC SIGNAL INTERSECTION;
PRIMARY INGRESS/EGRESS
-  PHASE I
-  PHASE II

EXHIBIT "E"
LIST OF OFFSITE IMPROVEMENTS WITH PROJECTED COSTS

157 Acre Site Improvements Cost Estimate
18-May-17

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	REMARKS
LENARDO DRIVE					
Lenardo Drive Road Paving	324,600	sf	\$5.51	\$1,787,085	- 4" a.c. over a 25" base
Traffic Markings- Lenardo	215	each	\$90.75	\$19,511	-
Road Striping - Lenardo	11,283	lf	\$6.05	\$68,262	-
Painted Curb - Lenardo	6,366	lf	\$1.21	\$7,703	-
Light Pole Standards	28	ea	\$6,823.67	\$191,063	-
Power to Poles – Lenardo	28	ea	\$6,786.89	\$190,033	-
Grey Concrete Walks	105,112	sf	\$6.86	\$721,142	-
Curbs – Lenardo	9,200	lf	\$10.89	\$100,188	-
Curb and Gutter – Lenardo	10,000	lf	\$19.97	\$199,650	-
Enhanced Paving @ Intersections	20,357	sf	\$21.78	\$443,375	-
Handicap Ramps – Lenardo	31	each	\$514.25	\$15,942	-
Traffic Signals	3	each	\$211,750.00	\$635,250	-
Traffic Signal Piles - 14" Comp Free	12	each	\$1,917.85	\$23,014	-
Traffic Signal Piles - 14" Comp Free	720	lf	\$30.98	\$22,303	-
Traffic Signal Pole Bases on Trash	12	each	\$1,210.00	\$14,520	-
Light Pole Bases in Lenardo	28	each	\$3,914.35	\$109,602	-
Curb inlet catch basin W=7.0'	2	each	\$4,719.00	\$9,438	-
Curb inlet catch basin W=14.0'	15	each	\$6,050.00	\$90,750	-
Local depression	22	each	\$1,210.00	\$26,620	-
Curb Inlet W=3.5'	3	each	\$3,751.00	\$11,253	-
Curb Inlet W=10'	2	each	\$5,445.00	\$10,890	-
Domestic Water 16" HDPE pipe w/fittings	3,500	lf	\$198.00	\$693,015	-
Fire Hydrant Assmby w/ valve & 8" lat pipe	17	each	\$41,835.75	\$711,208	-
Water Quality Sampling Station	1	each	\$27,497.25	\$27,497	-
6" Service w/ Master Meter (NIC Meter)	9	each	\$32,101.30	\$288,912	-
Reclaimed Water 6" PVC w/fittings	4,300	lf	\$145.20	\$624,360	-
Reclaimed Water 4" Meter Service	1	each	\$12,100.00	\$12,100	-
Reclaimed Water Backflow Device	1	each	\$18,150.00	\$18,150	-
SCE Backbone in Lenardo	4,300	lf	\$145.20	\$624,360	-
AT&T Backbone in Lenardo	4,300	lf	\$121.00	\$520,300	-
CATV Backbone in Lenardo	4,300	lf	\$12.10	\$52,030	-

EXHIBIT "E"
LIST OF OFFSITE IMPROVEMENTS WITH PROJECTED COSTS

Public Gas	4,300	lf	\$45.25	\$194,592	<u>\$8,464,118</u>
 <u>FILL AT LENARDO</u>					
Lenardo Way Underpass Filling Study (10/14/15)	1	ls	\$1,231,296	\$1,231,296	<u>\$1,231,296</u>
 <u>Other</u>					
Lenardo (Stamps to Main)	(1)	LS	\$1,517,285	\$1,517,285	
Add Stamps North (Part from Lenardo to Del Amo)	1	LS	\$400,000	\$400,000	
 Add Architectural Items					
Landscaping	1	LS	\$2,200,960	\$2,200,960	
Site Furnishings	1	LS	\$38,964	\$38,964	
Site lighting	1	alow	\$60,500	\$60,500	
Hardscape	1	alow	\$181,500	\$181,500	
Misc utilities	1	LS	\$455,322	\$455,322	
special features	1	LS	\$326,700	\$326,700	
Signage / way finding	1	LS	\$96,800	\$96,800	

SUBTOTAL	\$14,973,445				
GC GENERAL CONDITIONS	14,973,445	\$	11.00%	\$1,647,079	
GENERAL CONTRACTOR MARK-UPS	16,620,524	\$	7.35%	\$1,221,609	
GC - HARD COSTS	0	GLA	\$0.00	-----	\$17,842,132

EXHIBIT "E"
LIST OF OFFSITE IMPROVEMENTS WITH PROJECTED COSTS

157 Acre Site Improvements Cost Estimate
 18-May-17

DESCRIPTION	QUANTITY	UNIT COST	TOTAL	REMARKS
OTHER HARD COSTS	0	GLA	\$0.00	----- \$0
DESIGN & ENGINEERING				
CONSTRUCTION DOCUMENTS	\$17,842,132	HC	3.00%	\$535,264
TESTING & INSPECTION	\$17,842,132	GC	2.00%	\$356,843
DESIGN & ENGINEERING	\$17,842,132	HC	5.00%	----- \$892,107
CONTINGENCY				
HARD COST	\$17,842,132	HC	10.00%	\$1,784,213
SOFT COST	\$892,107	SC	10.00%	\$89,211
CONTINGENCY	\$18,934,239	HC+SC	10.00%	\$1,873,424
PROJECT COST		GLA	\$0.00	\$20,607,663

EXHIBIT "E"
LIST OF OFFSITE IMPROVEMENTS WITH PROJECTED COSTS

Off-157 Acre Site Improvements Cost Estimates
February 16, 2018

Based on the 2018 SEIR, total off-property infrastructure improvements include the following necessary improvements / mitigations needed at the following intersections:

MITIGATION MEASURE	INTER-SECTION	LOCATION AND SUGGESTED IMPROVEMENT	ESTIMATED COST
C-2.1	No. 3	<p>Main Street and I-405 Southbound On-Ramp</p> <ul style="list-style-type: none"> - Conversion of the eastbound left-turn lane to a through/left-turn lane. 	\$50,000
C-3	No. 5	<p>Vermont Avenue / Del Amo Boulevard</p> <ul style="list-style-type: none"> - Addition of a second westbound left-turn lane; and - Conversion of the northbound through/right-turn lane to a second northbound through and a dedicated right-turn lane. This would require the removal of approximately 8 parking spaces. 	\$240,000
C-5	No. 7	<p>Figueroa Street / Del Amo Boulevard</p> <ul style="list-style-type: none"> - Addition of a second westbound left-turn lane; - Conversion of the westbound right-turn lane to a through/right-turn lane; - Addition of a second southbound left-turn lane; - Conversion of the southbound through and southbound right-turn lane to a through/right-turn lane; - Conversion of the eastbound right-turn lane to a through/right-turn lane; and - Addition of a northbound right-turn-only lane. 	\$340,000
C-6	No. 8	<p>Main Street / Del Amo Boulevard</p> <ul style="list-style-type: none"> - Addition of a second westbound left-turn lane; - Addition of a second southbound dedicated through lane; - Conversion of the eastbound through/right-turn lane to a through lane and a right-turn lane; and - Conversion of the northbound through/right-turn lane to a through lane and a right-turn lane. 	\$720,000

EXHIBIT "E"
LIST OF OFFSITE IMPROVEMENTS WITH PROJECTED COSTS

MITIGATION MEASURE	INTER-SECTION	LOCATION AND SUGGESTED IMPROVEMENT	ESTIMATED COST
C-6.1	No. 10	Avalon Boulevard / Del Amo Boulevard <ul style="list-style-type: none"> - Conversion of the southbound through/right-turn lane to a through lane and a right-turn lane; and - Addition of a second northbound left-turn lane. 	\$500,000
C-8	No. 12	Figueroa Street / I-110 Northbound Ramps <ul style="list-style-type: none"> - Addition of a southbound through/right-turn lane; - Addition of a third southbound receiving lane; and - Conversion of the eastbound left/right-turn lane to a dedicated left-turn lane and a dedicated right-turn lane. 	\$370,000
C-9	No. 15	Figueroa Street / Torrance Boulevard <ul style="list-style-type: none"> - Conversion of the northbound through/right-turn lane to a through lane and a right-turn lane. 	\$280,000
C-10.1	No. 20	Main Street / 213th Street <ul style="list-style-type: none"> - Conversion of the westbound left/right-turn lane to a left-turn lane and a right-turn lane. 	\$50,000
C-11	No. 22	Vermont Avenue / Carson Street <ul style="list-style-type: none"> - Conversion of the westbound right-turn lane to a through/right-turn lane; and - Conversion of the eastbound right-turn lane to a through/right-turn lane. 	\$100,000
C-14	No. 25	Avalon Boulevard / Carson Street <ul style="list-style-type: none"> - Convert the southbound through/right-turn lane to a dedicated right-turn lane; and - Convert the northbound through/right-turn lane to a dedicated right-turn lane. 	\$100,000
TOTAL:			2,750,000

EXHIBIT “E”

LIST OF OFFSITE IMPROVEMENTS WITH PROJECTED COSTS

This Exhibit “E” is attached to and forms a part of that certain Development Agreement (also referred to below as the DA) between City of Carson and CAM-CARSON, LLC. Except as otherwise noted, all capitalized terms within the DA and the Exhibits shall retain the meaning set forth in the DA.

“Offsite Improvements” is comprised of the following infrastructure, utilities and other improvements to be constructed by Authority to serve the 157 Acre Site (including the Cell 2 Surface lot): (i) the “157 Acre Site Improvements” which consist of such infrastructure, utilities and other improvements on all portions of the 157 Acre Site primarily off the Cell 2 Surface Lot (and which, for avoidance of doubt, excludes the Remedial Systems) and (ii) the “Off-157 Acre Site Improvements” which consist of all infrastructure, utilities and other improvements outside of the boundaries of the 157 Acre Site, and in each case include, without limitation, all infrastructure, utilities and improvements required by the SEIR, the SEIR Mitigation Measures and the Conditions of Approval to be carried out by the horizontal developer with respect to the foregoing.

EXHIBIT "F"
REMEDIAL SYSTEMS COSTS

EXHIBIT "F"
REMEDIAL SYSTEMS COSTS

REMEDIAL SYSTEMS COST ESTIMATE

Cell 2

remaining costs to be incurred as of 2/14/18 (est.)

Task	
<u>Hard Costs</u>	
Deep Dynamic Compaction	-
Grading and Trash Relocation	4,479,500
Building Pad Grading	1,823,000
Installation of Remaining Landfill Gas System	2,286,000
Installation of Landfill Cap Under Building Footprints	1,933,923
Installation of Pile Cap Boots and Pile Boots	1,795,238
Building Protection System Geotextile, Gravel and Piping	4,048,000
Installation of Landfill Cap Under Parking Lots	2,122,115
Installation of Protective Soil Layer Above Landfill Cap In Parking Areas	664,000
Landfill Operations Center and BPS Controls Completion	1,700,000
Visual Marker(orange fence) over entire site	108,774
Subtotal - Hard Costs	20,960,550
<u>Soft Costs</u>	
Dynamic Compaction Design/Permitting	-
Cap system Design/Permitting	-
Gas Collection and Control Design/Permitting	-
BPS Design/Permitting	-
Subcontract Liasion, Insurance, Bonding, Coordination	-
Prepare Contract Documents, Contractor Prequalification, Bid Procurement and Assistance, Negotiate/Execute Subcontractors	-
CM Oversight	2,201,148
Site Controls, Surveyor, Bench Marks	495,000
Construction CQA field and Office Assistance	3,159,000
CQA Sampling and Testing	60,000
Dynamic Compaction Acceptance Reports	-
Cap System Acceptance Reports	-
Gas Collection and Control System Acceptance Reports	-
BPS Acceptance Reports	-
Operations and BPS Control System Acceptance Reports	13,000
Subtotal - Soft Costs	5,928,148
TOTAL COSTS	26,888,698

EXHIBIT "G"

RESPONSIBILITY MATRIX

**EXHIBIT “G”
RESPONSIBILITY MATRIX**

No.	Item	Constructing Party	Funding Party	Owner	Maintains	Note
1.	Sub-Foundation Systems (see Section 5.4.2 of Conveyancing Agreement)	CRA	MAC by way of Advance	CRA	CRA with funding by MAC	Within the Cell 2 Subsurface Lot and Embankment, Authority shall install foundation piles for buildings and other structures as shown on the approved FOLA horizontal plans; except for those, if any, to be installed by Macerich as provided in this Responsibility Matrix. In terms of pile design/installation, MKA (a subcontractor of DLR, who is contracted with MAC) provides a specification for the piles. MKA receives input on soil bearing capacities from Leighton, the geotechnical engineer contracted to RES. The actual pile is then designed and fabricated by a “Pile Designer/Fabricator” (with shop drawing stamped by their engineer). Pile Designer/Fabricator is an indirect subcontractor of Snyder Langston (SL), as SL will contract with a pile driving company, who will then subcontract with Pile Designer/Fabricator for design, fabrication and delivery of piles. MKA will review the shop drawings stamped by Pile Designer/Fabricator’s engineer and issue a “no exception” stamp. SL will provide its certification in the shop drawing form as well.
2.	Foundation System (Structural Slab) (see Section 5.4.4 of Conveyancing Agreement)	CRA	MAC by way of Advance	MAC	MAC	Slab to be provided in conformance with the approved FOLA horizontal plans. CRA to incorporate anchor bolts, conduit, cabling and plumbing, as required to be installed in the slab per the approved FOLA horizontal plans.
3.	Vertical Improvements (construction of FOLA from top of Structural Slab)	MAC	MAC	MAC	MAC	Vertical construction starts at top of Structural Slab.

**EXHIBIT “G”
RESPONSIBILITY MATRIX**

No.	Item	Constructing Party	Funding Party	Owner	Maintains	Note
4.	DTSC Phased development and regulatory documents	CRA	CRA	CRA	CRA	<p>Includes submission and approval of Management Approach to Phased Occupancy (“MAPO”), the to the DTSC etter approving the MAPO (expected by 3/16/2018) regarding phased development, as well as site-wide ICP, CC&Rs, Environmental Covenant.</p> <p>MAC shall have the right to review and comment on these documents but shall not be a party to them.</p>
5.	Performance of remedial construction and oversight of construction or maintenance that impacts the Remedial Systems, including installation of required gas vaults and wells in locations specified on the approved plans. Vaults to be flush with finished surface and rated for loads.	CRA	CRA	CRA	CRA	Remedial Systems include the installation and operation and maintenance (O&M) of the Landfill Cap, Landfill Gas Collection and Control System, Groundwater Extraction and Treatment System, and all other related actions and tasks required for the 157-Acre Site by the Remedial Action Plan.
6.	Grading of the Cell 2 Surface Lot (see Section 5.2 and 5.4 of Conveyancing Agreement)	CRA	CRA	CRA	CRA	Grading includes all cut, fill, export, and/or waste consolidation as needed to deliver a pad that meets developer-provided specifications (+/-2.4” average [no additional import/export]) ready for MAC to begin construction.
7.	Parking lot improvements including paving, landscaping, lighting and signage on the Cell 2 Surface Lot.	MAC	MAC	MAC	MAC	Grading of the Cell 2 Surface Lot by CRA shall allow MAC to construct parking lots, drive aisles and install signage, lighting and landscaping without incurring environmental liability. Any subsurface work in the parking areas is covered under Item No. 1.

**EXHIBIT “G”
RESPONSIBILITY MATRIX**

No.	Item	Constructing Party	Funding Party	Owner	Maintains	Note
8.	Public Streets including Del Amo Frontage, Stamps Road, and Lenardo Drive	CRA	CRA	City	City	MAC to advance \$10MM to CRA. Streets to be owned and maintained by the City (not the CRA) from back-of-sidewalk to back-of-sidewalk including any public landscaping required pursuant to Specific Plan Amendment.
9.	Embankment landscape and irrigation	CRA	CRA	CRA	CFD	Maintenance to be responsibility of CFD #1 except for maintenance of Developer Pylon Sign Easement Area by MAC. CRA to provide all design, construction plans and specs, and perform all construction.
10.	Offsite Improvements on <u>the public portion</u> of the 157-Acre Site including all public utilities and infrastructure					
	Curb, gutter, base course and final paving for public streets, public sidewalks, public signage and public street lighting	CRA	CRA	City	City	CRA constructs utilities from public ROW to the building’s utility shelf and above the landfill liner at multiple locations per the approved FOLA horizontal plans. To the greatest extent possible, all utilities will be placed within the surface lot or in the public ROW and not in the regulated layer.
	Sewer	CRA	CRA	LA County	LA County	
	Storm Water	CRA	CRA	City	City	
	Electric	CRA	CRA	Edison	Edison	
	Gas	CRA	CRA	The Gas Co.	The Gas Co.	
	Water	CRA	CRA	Cal Water	Cal Water	
	Reclaimed Water	CRA	CRA	West Basin	West Basin	
	Telecom	CRA	CRA	AT&T/TW	AT&T/TW	
11.	Infrastructure Outside the 157 Acre Site	CRA	CRA	City or other public agency	City or other public agency	Improvements to the transportation and utility systems not located on the 157-Acre Site and required pursuant to the Final Supplemental Environmental Impact Report, or otherwise determined to be required by the CRA or City to develop the Cell 2 Surface Lot.

**EXHIBIT “G”
RESPONSIBILITY MATRIX**

No.	Item	Constructing Party	Funding Party	Owner	Maintains	Note
12.	Cell 2 Surface Lot Utility Work	CRA	MAC	MAC	MAC	<p>CRA to stub to MAC’s building/utility shelf and above the landfill liner at multiple locations coordinated with the approved FOLA horizontal plans</p> <p>Infrastructure and utilities in the Cell 2 Surface Lot are MAC’s responsibility for maintenance. (See Notes in Item No. 10.)</p>
13.	Site-Wide Entryway Signs	CRA	CRA	CRA	CFD#2	<p>CRA will undertake design and construction of Site-Wide entryway monument features, with maintenance to be paid through CFD #2</p>
14.	Storm Water Pollution Prevention Plan (SWPPP) – required during construction activities on Cell 2	CRA/MAC	CRA/MAC	CRA/MAC	CRA/MAC	<p>While CRA is owner of the Cell 2 Surface Lot, CRA to cover costs associated with the submittal, approval, implementation and maintenance of the SWPPP through the State Water Resources Control Board and Los Angeles County, as necessary.</p> <p>If MAC begins work on the Cell 2 Surface Lot prior to MAC taking title to the Cell 2 Surface Lot, then MAC will be responsible for the continued maintenance of all SWPPP-related activities on the Cell 2 Surface Lot, including all associated costs, as directed by the CRA and its Qualified SWPPP Practitioner (QSP).</p> <p>After taking title to the Cell 2 Surface Lot and after CRA completes construction on Cell 2 Surface Lot, MAC responsible for all SWPPP-related approvals, implementation, maintenance and costs incurred after taking title.</p>

**EXHIBIT “G”
RESPONSIBILITY MATRIX**

No.	Item	Constructing Party	Funding Party	Owner	Maintains	Note
15.	Standard Urban Stormwater Mitigation Plan (SUSMP) – required after all SWPPPs for Cell 2 Surface Lot and Embankment have been closed by the State Water Resources Control Board and Los Angeles County, as necessary	CRA/MAC	CRA/MAC	MAC	MAC	<p>CRA to perform engineering, design, obtain required approvals and install and maintain all stormwater pollution control measures on the public portions of the 157-Acre Site, as required under the applicable SUSMP by Los Angeles County and other applicable regulations.</p> <p>MAC to perform engineering, design, obtain required approvals and install and maintain all stormwater pollution control measures for MAC’s development project in the Cell 2 Surface Lot, as required under the applicable SUSMP by Los Angeles County and other applicable regulations.</p>
16.	BPS (Building Protection System)	CRA	CRA	CRA	CRA	<p>CRA to be responsible for BPS cost for a “baseline” system (acceptable to DTSC and LA County) up to a cap of \$9.00 per square foot. CRA to coordinate above-slab BPS design with the approved FOLA horizontal plans.</p> <p>BPS design is anticipated to use portable blowers to allow the BPS system to become an “active” system, if necessary. Portable blowers are anticipated to be housed in the Landfill Operations Center and will be operated by O&M personnel, if and when required.</p> <p>MAC to provide electrical outlets and structural supports for portable blowers to connect to vertical BPS piping, as shown on the approved BPS plans.</p>

**EXHIBIT “G”
RESPONSIBILITY MATRIX**

No.	Item	Constructing Party	Funding Party	Owner	Maintains	Note
17.	Mitigation Measures – implementation, mitigation monitoring and reporting, including BPS	CRA	CRA	CRA	CRA	<p>Actions that must be taken to offset impacts from the planned remediation and development Project, as specified in the Final Supplemental Environmental Impact Report (FSEIR).</p> <p>MAC responsible during vertical construction for compliance with any “normal course” construction mitigation requirements, e.g. noise, dust, OSHA, etc., and all vertical construction-related mitigation measures defined in the FSEIR.</p>

NOTES:

- A. Cell 2 shall be excluded from assessments under CFD#2 (Infrastructure CFD).
- B. Cell 2 cap on CFD#1 (the OM&M CFD) is limited to \$1.75/ leasable square foot exclusive of Development PLL, Development CPL/PLI and OCIP.

INSURANCE AND AGREEMENTS					
No.	Item	Drafting Party	Reviewing Party	Notes	
18.	Insurance – Predevelopment PLL	CRA		See the Insurance Administration Agreement attached as Exhibit “M” to the Development Agreement between the City of Carson and Cam-Carson, LLC.	
19.	Insurance – Development PLL	CRA		See the Insurance Administration Agreement attached as Exhibit “M” to the Development Agreement between the City of Carson and Cam-Carson, LLC.	
20.	Insurance – OCIP (includes Builders Risk and other policies, as required)	CRA		See the Insurance Administration Agreement attached as Exhibit “M” to the Development Agreement between the City of Carson and Cam-Carson, LLC.	

**EXHIBIT “G”
RESPONSIBILITY MATRIX**

INSURANCE AND AGREEMENTS				
No.	Item	Drafting Party	Reviewing Party	Notes
21.	Insurance – CPL/PLI Insurance	CRA	CRA/MAC	See the Insurance Administration Agreement attached as Exhibit “M” to the Development Agreement between the City of Carson and Cam-Carson, LLC.
22.	Insurance – OPPI Insurance	CRA	CRA/MAC	See the Insurance Administration Agreement attached as Exhibit “M” to the Development Agreement between the City of Carson and Cam-Carson, LLC.
23.	Create and record a new legal description amending Parcel Map No. 70372 to subdivide Parcel 2 creating a new parcel net of ROW and Embankment (Cell 2 Surface Lot)	CRA	CRA	Legal Description prepared by Michael Baker International based on FOLA site plan, attached as Exhibit “E” to the Conveyancing Agreement and Exhibit “C-1” to the Development Agreement.
24.	Create and record a new legal description amending Parcel Map No. 70372 to adjust the lot line between Parcel 1 and Parcel 2 (Cell 2 Subsurface Lot).	CRA	CRA	Lot line to be at the bottom of the structural slab above the BPS in building areas, and a minimum of 12 inches above the landfill liner in non-building areas. CRA to own the Cell 2 Subsurface Lot; MAC to own the Cell 2 Surface Lot.
25.	Operating Agreements (ICP, Environmental)	CRA	MAC	CRA to provide all operating agreements for the Cell 2 site to MAC prior to closing on the property.
26.	Site-Wide Entryway Signs and Easements	CRA	MAC	CRA will undertake design and construction of Site-Wide entryway monument features, with maintenance to be paid through CFD #2
27.	Access Easements	MAC	MAC	
28.	CC&Rs (non-environmental)	MAC	MAC	

**EXHIBIT “G”
RESPONSIBILITY MATRIX**

INSURANCE AND AGREEMENTS				
No.	Item	Drafting Party	Reviewing Party	Notes
29.	Covenant Agreement	MAC	MAC	Includes “no outlets” on Cells 1, 3, 4, and 5 and issues related to the embankment signage.

EXHIBIT “H”

SEIR MITIGATION MEASURES



II. MITIGATION MONITORING AND REPORTING PROGRAM

II. MITIGATION MONITORING AND REPORTING PROGRAM

A. INTRODUCTION

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

The MMRP describes the procedures for the implementation of all of the mitigation measures identified in the SEIR for the proposed modified Project. Mitigation measures set forth in the MMRP are specific and enforceable and are capable of being fully implemented by the City of Carson, the various applicants, including the Carson Reclamation Authority, and/or other identified public agencies of responsibility. It is the intent of the MMRP to (1) verify satisfaction of the required mitigation measures of the SEIR; (2) provide a methodology to document implementation of the required mitigation; (3) provide a record of the Monitoring Program; (4) identify monitoring responsibility; and (5) establish administrative procedures for the clearance of mitigation measures. As stated in the SEIR, the 300-unit residential development entitled for construction on Development District 3 (DD3) on the 11 acres north of Del Amo Boulevard is not included under the proposed modified Project and as such, would not be subject to the mitigation measures established in this MMRP, unless specifically stated, but would instead continue to be subject to the MMRP already adopted for the approved Project.

The MMRP lists mitigation measures according to the same numbering system contained in the Draft SEIR sections. Each mitigation measure is categorized by topic, with an accompanying discussion of the following:

- The enforcement agency (i.e., the agency with the authority to enforce the mitigation measure);
- The monitoring agency (i.e., the agency to which mitigation reports involving feasibility, compliance, implementation, and development operation are made); and
- The phase of the proposed modified Project during which the mitigation measure should be monitored (i.e., prior to issuance of a building permit, construction, or occupancy).

The Implementing Parties shall be the applicable Applicant(s), who shall be obligated to demonstrate that compliance with the required mitigation measures has been effected. Where the term “Applicant(s) Horizontal” or similar terminology is used in the table below, it shall be deemed to refer to the developer(s)/operator(s) (or contractor(s) of same) responsible for construction, operation and maintenance, as applicable, of the horizontal infrastructure improvements, including utilities, roads, entry signage, entry plazas, other infrastructure, piles, cap and slab, remedial systems and building protection systems whether located on or off of the Property. Where the term “Applicant(s) Vertical” or similar terminology is used, it shall be deemed to refer to the developers/operators (or contractors of same) responsible for construction, operation and maintenance of only the above grade (vertical) improvements (i.e., above the slab) to be constructed within each Planning Area on the Property, including signage and lighting improvements.

All departments listed below are within the City of Carson unless otherwise noted. The entity responsible for the implementation of all mitigation measures shall be the Applicant(s) unless otherwise noted.

B. MITIGATION MEASURES

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
VISUAL RESOURCES							
Mitigation Measure B-1: The minimum setback for buildings greater than 52 feet in height along the Torrance Lateral, adjacent to residential uses, shall be 250 feet.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure B-2: The distribution, placement, and orientation of signs along the I-405 Freeway shall be in substantial compliance with the signage concepts and in compliance with the sign standards in the SPA.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure B-3a: If any portion of the illuminated surface of the sign is visible from a residential use within 1,000 feet of said sign at night, then the proposed modified Project sign luminance shall be reduced to less than 300 cd/m ² at night.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure B-3b: If any portion of the illuminated surface of the sign is visible from a residential use within 1,000 feet of said sign, sign area and/or sign luminance shall be limited so that the light trespass illuminance is less than 0.74 foot-candle at said residential property line.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Mitigation Measure B-4: All Project development shall undergo site plan review by the Planning Manager to ensure that the following design measures have been implemented:</p> <ul style="list-style-type: none"> – Landscaping. All Landscaping shall be consistent with a plant palette of native trees, shrubs, and groundcovers that shall add uniformity to the Property. Plants shall be selected to support and complement the themes of the various Project components. Specially themed landscaping treatments shall occur at key locations (e.g., freeway edge, channel slope, and entertainment area). Of more detailed note: (1) continuous shrub and ground cover plantings shall be provided in the medians and edges of internal streets with vertical landscape and/or hardscape elements on average every 50 feet along the edges; (2) 5% landscape coverage shall be provided in parking lots, including landscaping adjacent to edges of parking fields; and (3) 50% landscape coverage shall be provided on the sides of parking structures visible to residences, not inclusive of commercial over podium. – Buildings. Buildings shall include the following design features: varied and articulated building façades, with a variety of architectural accent materials for exterior treatment at visually accessible locations. – Accessory Facilities and Walls. Wall facades shall be varied and articulated. Accessory facilities such as trash bins, storage areas, etc., shall be covered and screened as set forth in the SPA. – Lighting. Lighting shall be limited in intensity, light control methods, and pole heights, so as to be directed on site, and not interfere with off-site activities. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s)/ Vertical and, as to Landscaping, etc., Applicant(s) Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
TRAFFIC AND CIRCULATION							
<p>Mitigation Measure C-1: A Construction Traffic Management Plan shall be developed by the contractor and approved by the City of Carson to alleviate construction period impacts, which may include but is not limited to the following measures:</p> <ul style="list-style-type: none"> – In the unlikely case that on-site truck staging areas are insufficient, provide off-site truck staging in a legal area (per the local jurisdiction’s municipal code) furnished by the construction truck contractor. Anticipated truck access to the Project site will be off Street B and Street A. – Schedule deliveries and pick-ups of construction materials during non-peak commute travel periods (e.g., early morning, midday) to the extent possible and coordinate to reduce the potential of trucks waiting to load or unload for protracted periods. – As a vehicular travel lane, parking lane, bicycle lane, and/or sidewalk closures are anticipated, worksite traffic control plan(s), approved by the City of Carson, should be implemented to route vehicular traffic, bicyclists, and pedestrians around any such closures. – Establish requirements for loading/unloading and storage of materials on the Project site including the locations where parking spaces would be affected, length of time traffic travel lanes would be blocked, sidewalk closures or pedestrian diversions to ensure the safety of the pedestrian and access to local businesses and residences. – Ensure that access will remain unobstructed for land uses in proximity to the Project site during project construction. 	Prior to issuance of a grading permit/Pre-Construction; during Construction	Applicant(s)/ Construction Contractor Horizontal and Applicant(s)/ Construction Contractor Vertical, as applicable	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<ul style="list-style-type: none"> Coordinate with the City and emergency service providers to ensure adequate access is maintained to the Project site and neighboring businesses and residences. 							
<p>Mitigation Measure C-2.1: Main Street and I 405 Southbound On-Ramp (Intersection No. 3). A significant impact would occur at this intersection during the P.M. peak hour under the existing year and future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping improvement:</p> <ul style="list-style-type: none"> Conversion of the eastbound left-turn lane to a through/left-turn lane is proposed. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			
<p>Mitigation Measure C-3: Vermont Avenue and Del Amo Boulevard (Intersection No. 5). A significant impact would occur at this intersection during the A.M. and P.M. peak hours under the existing year and future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping and geometric improvements:</p> <ul style="list-style-type: none"> Addition of a second westbound left-turn lane; and Conversion of the northbound through/right-turn lane to a second northbound through and a dedicated right-turn lane. This would require the removal of approximately eight parking spaces. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Mitigation Measure C-5: Figueroa Street and Del Amo Boulevard (Intersection No. 7). A significant impact would occur at this intersection during the A.M. and P.M. peak hours under the existing year and future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping and geometric improvements:</p> <ul style="list-style-type: none"> – Addition of a second westbound left-turn lane; – Conversion of the westbound right-turn lane to a through/right-turn lane; – Addition of a second southbound left-turn lane; – Conversion of the southbound through and southbound right-turn lane to a through/right-turn lane; – Conversion of the eastbound right-turn lane to a through/right-turn lane; and – Addition of a northbound right-turn-only lane. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			
<p>Mitigation Measure C-6: Main Street and Del Amo Boulevard (Intersection No. 8). A significant impact would occur at this intersection during the P.M. peak hour under the existing year and future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping and geometric improvements:</p> <ul style="list-style-type: none"> – Addition of a second westbound left-turn lane; – Addition of a second southbound dedicated through lane; – Conversion of the eastbound through/right-turn lane to a through lane and a right-turn lane; and – Conversion of the northbound through/right-turn lane to a through lane and a right-turn lane. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Mitigation Measure C-6.1: Avalon Boulevard and Del Amo Boulevard (Intersection No. 10). A significant impact would occur at this intersection during the A.M. and P.M. peak hours under the existing year and future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping and geometric improvements:</p> <ul style="list-style-type: none"> – Conversion of the southbound through/right-turn lane to a through lane and a right-turn lane; and – Addition of a second northbound left-turn lane. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			
<p>Mitigation Measure C-8: Figueroa Street and I 110 Northbound Ramps (Intersection No. 12). A significant impact would occur at this intersection during the A.M. and P.M. peak hours under the existing year and future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping and geometric improvements:</p> <ul style="list-style-type: none"> – Addition of a southbound through/right-turn lane; – Addition of a third southbound receiving lane; and – Conversion of the eastbound left/right-turn lane to a dedicated left-turn lane and a dedicated right-turn lane. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			
<p>Mitigation Measure C-9: Figueroa Street and Torrance Boulevard (Intersection No. 15). A significant impact would occur at this intersection during the P.M. peak hour under the future year analysis only. The Applicant shall pay a fair-share contribution for the following intersection striping and geometric improvements:</p> <ul style="list-style-type: none"> – Conversion of the northbound through/right-turn lane to a through lane and a right-turn lane. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Mitigation Measure C-10.1: Main Street and 213th Street (Intersection No. 20). A significant impact would occur at this intersection during the P.M. peak hour under the existing year and future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping and geometric improvements:</p> <ul style="list-style-type: none"> – Conversion of the westbound left/right-turn lane to a left-turn lane and a right-turn lane. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			
<p>Mitigation Measure C-11: Vermont Avenue and Carson Street (Intersection No. 22). A significant impact would occur at this intersection during the A.M. and P.M. peak hours under the existing year and future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping and geometric improvements:</p> <ul style="list-style-type: none"> – Conversion of the westbound right-turn lane to a through/right-turn lane; and – Conversion of the eastbound right-turn lane to a through/right-turn lane. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			
<p>Mitigation Measure C-14: Avalon Boulevard and Carson Street (Intersection No. 25). A significant impact would occur at this intersection during the P.M. peak hour under the existing year analysis, and during the A.M. and P.M. peak hours under the future year analysis. The Applicant shall pay a fair-share contribution for the following intersection striping improvements:</p> <ul style="list-style-type: none"> – Convert the southbound through/right-turn lane to a dedicated right-turn lane; and – Convert the northbound through/right-turn lane to a dedicated right-turn lane 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Mitigation Measure C-16: In coordination with the Carson Circuit, Metro, Torrance Transit, and LADOT, the Applicant shall:</p> <ul style="list-style-type: none"> – Request an extension of existing public bus routes into the Project site, which will increase transit capacity by adding service to the area; – Request that additional buses be deployed on extended routes to increase frequency and capacity on key routes serving the Project site; and – Provide transit stops, potentially including benches and shelters, in and adjacent to the Project site, which will improve the quality and increase the network density of transit service. 	Post-Construction of the 1 st Phase of Project	Applicant(s) Horizontal	City of Carson Department of Public Works, Traffic Engineering Division	City of Carson Department of Public Works, Traffic Engineering Division			
HAZARDS AND HAZARDOUS MATERIALS							
<p>Mitigation Measure D-1: To the extent the Applicant desires to refine or modify requirements in the RAP, the Applicant shall provide documentation to the City indicating DTSC approval of such refinements or modifications prior to commencement of construction.</p>	Prior to issuance of grading permit/Pre-Construction	Applicant(s) Horizontal	Department of Toxic Substances Control (DTSC), City of Carson Department of Community Development, Planning Division	California Environmental Protection Agency (Cal EPA), DTSC, City of Carson Department of Community Development, Planning Division			
<p>Mitigation Measure D-2: The Applicant shall provide documentation to the City indicating DTSC shall permit any proposed residential uses prior to issuance of a building permit for residential development.</p>	Prior to issuance of building permit/Pre-Construction	Applicant(s) Horizontal	DTSC	Cal EPA, DTSC, City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure D-3: The Applicant shall provide documentation to the City indicating both on- and off-site risks associated with RAP construction have been evaluated to the satisfaction of the DTSC, and at a minimum, perimeter air monitoring shall be completed for dust, particulates, and constituents determined to be Constituents of Concern (COCs). Should the air monitoring indicate any violations of air quality as defined in the RAP, then construction activities causing the exceedance shall cease until modifications have been implemented to remedy the exceedances.	Pre-Construction/ Construction	Applicant(s) Horizontal	DTSC, City of Carson Department of Community Development, Planning Division	Cal EPA, DTSC, City of Carson Department of Community Development, Planning Division			
Mitigation Measure D-4: The Applicant shall provide to the City documentation indicating that (1) a cell-specific risk assessment has been prepared by the Applicant and approved by DTSC demonstrating that the risk of exposure for occupancy of that cell is within acceptable levels to DTSC and (2) DTSC has approved a remedial action completion report documenting that the remedial systems are properly functioning prior to issuance of a Certificate of Occupancy.	Prior to issuance of a Certificate of Occupancy/Pre-Construction	Applicant(s) Horizontal	DTSC, City of Carson Department of Community Development, Planning Division	Cal EPA, DTSC, City of Carson Department of Community Development, Planning Division			
Mitigation Measure D-6: The Applicant’s construction contractor shall incorporate the contingency plan recommended under the July 9, 2008, Oil/Water Well Investigation report by Arcadis into construction specifications. The contingency plan shall be physically on site during any earthwork activities and implemented in the event that a previously unknown well is encountered at the Property.	Construction	Applicant(s)/ Construction Contractor Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
GEOLOGY AND SOILS							
Mitigation Measure E-1: In accordance with City of Carson Municipal Code, the Applicant shall comply with site-specific recommendations set forth in engineering geology and geotechnical reports prepared to the satisfaction of the City of Carson Building Official, as follows: – The engineering geology report shall be prepared and signed by a California Certified Engineering	Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Geologist and the geotechnical report shall be prepared and signed by a California Registered Civil Engineer experienced in the area of geotechnical engineering. Geology and geotechnical reports shall include site-specific studies and analyses for all potential geologic and/or geotechnical hazards. Geotechnical reports shall address the design of pilings, foundations, walls below grade, retaining walls, shoring, subgrade preparation for floor slab support, paving, earthwork methodologies, and dewatering, where applicable.</p> <ul style="list-style-type: none"> – Geology and geotechnical reports may be prepared separately or together. – Where the studies indicate, compensating siting and design features shall be required. – Laboratory testing of soils shall demonstrate the suitability of underlying native soils to support driven piles to the satisfaction of the City of Carson Building Official. 							
<p>Mitigation Measure E-2: Due to the classification of portions of the Property as a liquefaction zone, the Applicant shall demonstrate that liquefaction either (a) poses a sufficiently low hazard to satisfy the defined acceptable risk criteria, in accordance with CGS Special Bulletin 117A, or (b) implements suitable mitigation measures to effectively reduce the hazard to acceptable levels (CCR Title 14, Section 3721). The analysis of liquefaction risk shall be prepared by a registered civil engineer and shall be submitted to the satisfaction of the City Building Official.</p>	Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure E-3: Any roads realigned from the existing configuration, or otherwise located in areas underlain by waste soils, shall comply with site-specific recommendations as set forth in engineering, geology, and geotechnical reports prepared to the satisfaction of the City of Carson building officials.	Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
AIR QUALITY							
Mitigation Measure G-1: General contractors shall implement a fugitive dust control program pursuant to the provisions of SCAQMD Rule 403.	Prior to the issuance of a grading permit/Construction	Applicant(s)/ Construction Contractor Horizontal and Applicant(s)/ Construction Contractor Vertical, as applicable	South Coast Air Quality Management District (SCAQMD)	City of Carson Department of Community Development, Planning Division			
Mitigation Measure G-2: All construction equipment shall be properly tuned and maintained in accordance with manufacturer’s specifications.	Prior to the issuance of a grading permit/Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	SCAQMD, City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-3: General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. During construction, trucks and vehicles in loading and unloading queues would turn their engines off, when not in use, to reduce vehicle emissions. Construction emissions should be phased and scheduled to avoid emissions peaks and discontinued during second-stage smog alerts.	Prior to the issuance of a grading permit/Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			

II. Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure G-4: Electricity from power poles rather than temporary diesel- or gasoline-powered generators shall be used to the extent feasible.	Prior to the issuance of a grading permit/ Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-5: All construction vehicles shall be prohibited from idling in excess of 5 minutes, both on and off Property.	Prior to the issuance of a grading permit/ Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-6: Project heavy-duty construction equipment shall use alternative clean fuels, such as low-sulfur diesel or compressed natural gas with oxidation catalysts or particulate traps, to the extent feasible.	Prior to the issuance of a grading permit/ Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-7: The Applicant shall utilize coatings and solvents that are consistent with applicable SCAQMD rules and regulations. Should sub-phasing within any of the Planning Areas result in the overlap of construction and operation, construction shall be coordinated and managed to ensure that Property-wide coating activities would not result in the exceedance of maximum operational ROC emissions as shown in Table IV.G-14. Construction ROC emissions can be limited through the use of pre-fabricated and pre-coated materials, limiting the amount of daily coating activities, and tenant coordination.”	Prior to the issuance of a grading permit/ Construction	Applicant(s)/ Construction Contractor Horizontal and Applicant(s)/ Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure G-8: The Applicant shall comply with SCAQMD Rule 402 to reduce potential nuisance impacts due to odors from construction activities.	Prior to the issuance of a grading permit/ Construction	Applicant(s)/ Construction Contractor Horizontal and Applicant(s)/ Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-9: All construction vehicle tires shall be washed at the time these vehicles exit the Property, or use vehicle tracking pad per approved SWPPP.	Prior to the issuance of a grading permit/ Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-10: All fill material carried by haul trucks shall be covered by a tarp or other means.	Prior to the issuance of a grading permit/ Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-11: Any intensive dust-generating activity such as grinding concrete for existing roads shall be controlled to the greatest extent feasible.	Prior to the issuance of a grading permit/ Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure G-12: The Applicant shall provide documentation to the City indicating both on- and off-Property air-borne risks associated with Remedial Action Plan construction have been evaluated to the satisfaction of DTSC, and at a minimum, perimeter air monitoring shall be completed for dust, particulates, and constituents determined to be Constituents of Concern (COCs).	Prior to the issuance of a grading permit/ Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-13: All point source facilities shall obtain all required permits from SCAQMD. The issuance of these permits by SCAQMD shall require the operators of these facilities to implement Best Available Control Technology and other required measures that reduce emissions of critical air pollutants.	Prior to the issuance of a grading permit/ Pre-Construction	Applicant(s)Ho rizontal and Applicant(s) Vertical, as applicable	SCAQMD	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-14: Land uses on the Property shall be limited to those that do not emit high levels of potentially toxic contaminants or odors.	Pre-Construction	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure G-15: All residential and non-residential buildings shall exceed the 2016 California Title 24 Energy Efficiency standards for water heating, space heating, and cooling, by a minimum of 5 percent or achieve equivalent energy efficiency savings by other means.	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-16: All fixtures used for lighting of exterior common areas shall be regulated by automatic devices to turn off lights when they are not needed, but a minimum level of lighting should be provided for safety.	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure G-17: Building materials shall comply with all applicable SCAQMD rules and regulations. The use of low-VOC cleaning products shall be required in all hotels. The Project shall incorporate the use of low-VOC architectural coating for repainting and maintenance/touch-up of the non-residential buildings and residential buildings for all common/non-living space/outdoor areas.	Prior to the issuance of a grading permit/Construction	Applicant(s)/ Contractor Vertical	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-18: The Applicant shall, to the extent feasible, schedule deliveries during off-peak traffic periods to encourage the reduction of trips during the most congested periods.	Construction/ Post- Construction	Applicant(s)Ho rizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure G-19: The Applicant shall coordinate with the MTA and the City of Carson and Los Angeles Department of Transportation to provide information with regard to local bus and rail services.	Post-construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure G-20: During site plan review, consideration shall be given regarding the provision of safe and convenient access to bus stops and public transportation facilities.	Pre-construction	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure G-21: The Applicant shall pay a fair-share contribution for a low-emission shuttle service between the Property and other major activity centers within the Project vicinity (i.e., the Metro Rail Blue Line station at Del Amo Boulevard and Santa Fe Avenue and the Carson Transfer Station at the South Bay Pavilion).	Prior to Certificate of Occupancy/Post- Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure G-22: The Applicant shall provide bicycle racks located at convenient locations throughout The District at South Bay.	Prior to Certificate of Occupancy/Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure G-23: The Applicant shall provide bicycle paths along the main routes throughout The District at South Bay consistent with the Specific Plan.	Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Planning and Traffic Engineering Divisions	City of Carson Department of Community Development, Planning and Traffic Engineering Divisions			
Mitigation Measure G-24: The Applicant shall provide convenient pedestrian access throughout The District at South Bay.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure G-26: Project construction shall be phased to extend the architectural coating phase to the greatest extent feasible to meet construction schedule. Further, architectural coating shall be required to meet the lowest VOC content available for the type of coating being applied.	Prior to issuance of a building permit/Pre-Construction	Applicant(s)/ Contractor Vertical	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure G-27: The on-Property residential units shall not contain any hearths, either wood burning, natural gas, or propane.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions			
Mitigation Measure G-28: The Project shall incorporate outdoor electrical outlets such that 10 percent of outdoor landscaping equipment can be electrically powered.	Prior to issuance of a building permit/Pre-Construction	Applicant(s)Ho rizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions			
Mitigation Measure G-29: The Project shall designate at least 8 percent of all commercial parking spaces for priority parking for carpool/vanpool and/or clean air vehicles and comply with California Green Building Standards Code (CALGreen).	Prior to issuance of building permit/Pre-Construction; Prior to issuance of Certificate of Occupancy/Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
NOISE							
Mitigation Measure H-1: Prior to the issuance of any grading, excavation, haul route, foundation, or building permits, the Applicant shall provide proof satisfactory to the Building and Safety and Planning Divisions of the Community Development Department that all construction documents require contractors to comply with City of Carson Municipal Code Sections 4101(i) and (j), which require all construction and demolition activities, including pile driving, to occur between 7:00 a.m. and 8:00 p.m.	Prior to issuance of any grading, excavation, haul route, foundation, or building permits/Pre-Construction/Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Building and Safety Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance																																												
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<p>Monday through Saturday and that a noise management plan for compliance and verification has been prepared by a monitor retained by the Applicant. At a minimum, the plan shall include the following requirements:</p> <ol style="list-style-type: none"> Noise-generating equipment operated at the Property shall achieve a minimum noise level reduction of 10 dBA lower than the reference noise levels used in this analysis, as listed below, to be verified by submittal of manufacturer specifications, evidence of retrofit (i.e., mufflers, intake silencers, lagging, and/or engine enclosures), or monitoring data. All equipment shall be properly maintained to ensure that no additional noise, due to worn or improperly maintained parts, would be generated. <table border="1"> <thead> <tr> <th>Equipment Type</th> <th>Reference Noise Level at 50 Feet (dBA L_{max})</th> <th>Mitigated Noise Level at 50 Feet (dBA L_{max})</th> </tr> </thead> <tbody> <tr><td>Welder</td><td>74</td><td>64</td></tr> <tr><td>Forklift</td><td>75</td><td>65</td></tr> <tr><td>Tractor Trailer</td><td>76</td><td>66</td></tr> <tr><td>Paver</td><td>77</td><td>67</td></tr> <tr><td>Air Compressor</td><td>78</td><td>68</td></tr> <tr><td>Loader</td><td></td><td></td></tr> <tr><td>Concrete Mixer Trucks</td><td>79</td><td>69</td></tr> <tr><td>Water Trucks</td><td></td><td></td></tr> <tr><td>Rollers</td><td>80</td><td>70</td></tr> <tr><td>Trencher</td><td></td><td></td></tr> <tr><td>Excavators</td><td></td><td></td></tr> <tr><td>Cranes</td><td>81</td><td>71</td></tr> <tr><td>Dozer</td><td>82</td><td>72</td></tr> </tbody> </table>	Equipment Type	Reference Noise Level at 50 Feet (dBA L _{max})	Mitigated Noise Level at 50 Feet (dBA L _{max})	Welder	74	64	Forklift	75	65	Tractor Trailer	76	66	Paver	77	67	Air Compressor	78	68	Loader			Concrete Mixer Trucks	79	69	Water Trucks			Rollers	80	70	Trencher			Excavators			Cranes	81	71	Dozer	82	72							
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Compactor	83	73
Scraper	84	74
Grader	85	75
Concrete Saw Pavement Scarifier	90	80

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

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Mitigation Measure H-2: The Applicant, prior to initiating additional DDC activities on a site-wide basis, shall conduct a DDC Pilot Program (Pilot Program). The Pilot Program shall be implemented via the following guidelines:</p> <ul style="list-style-type: none"> – Prior to the initiation of the Pilot Program, the Applicant shall locate vibration monitors at the following locations: (1) along the Project’s fence-line opposite the off-site residential uses located to the north (if Development District 3 [DD3] is under vertical construction or constructed at the time DDC activities are initiated), south, and southwest of the Property (i.e., within the Property), and (2) along the far side of the Torrance Lateral Channel and along the north side of Del Amo Boulevard (if DD3 is under vertical construction or constructed at the time DDC activities are initiated) in line with the monitors placed within the Property itself. – Continuous monitoring shall be conducted on an ongoing basis during the Pilot Program. All vibration levels measured by the monitors shall be logged with documentation of the measurements provided to the City. – Initial DDC drops shall be limited in weight, height, and/or location dictated by calculations that demonstrate that the potential vibration levels are below the 0.2 inch per second (in/s) PPV threshold limit at the residential side of the Torrance Lateral Channel or the 2.0 in/s PPV threshold limit at DD3 (if DD3 is under vertical construction or constructed at the time DDC activities are initiated). – Increases in DDC weight, height, and/or location shall occur in small increments, with continuous monitoring to ensure compliance with the 0.2 in/s PPV (residential side of Torrance Lateral Channel) and 2.0 in/s PPV (if DD3 is under vertical 	Prior to initiating additional DDC activities/Pre-Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>construction or constructed at the time DDC activities are initiated) threshold limits.</p> <ul style="list-style-type: none"> - If vibration levels at any time during the Pilot Program exceed the 0.2 in/s PPV (residential side of Torrance Lateral Channel) or 2.0 in/s PPV (if DD3 is under vertical construction or constructed at the time DDC activities are initiated) threshold levels, DDC activity shall immediately stop, until new drop parameters are established that would reduce the vibration levels to less than the 0.2 in/s PPV or 2.0 in/s PPV threshold levels. 							
<p>Mitigation Measure H-3: Continuous vibration monitoring shall be conducted on an ongoing basis during DDC and pile driving activities. All vibration levels measured by the monitors shall be logged with documentation of the measurements provided to the City. If DDC and/or pile driving vibration levels at any time exceed the 0.2 inch per second (in/s) PPV (at the residential side of Torrance Lateral Channel) or 2.0 in/s PPV (at Development District 3 [DD3] if DD3 is under vertical construction or constructed at the time DDC activities are initiated) threshold levels, DDC and/or pile driving activity shall immediately stop, until modified construction methods are established that would reduce the vibration levels to less than the applicable threshold levels, as defined above.</p>	Construction	Applicant(s)/ Construction Contractor Horizontal	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions			
<p>Mitigation Measure H-4: A construction and construction-related monitor satisfactory to the Community Development Director (or his/her designee) shall be retained by the Applicant to document compliance with the mitigation measures. Said Monitor’s qualifications, identification, address, and telephone number shall be listed in the contracts and shall be placed in the pertinent files of the Community Development Department. The Monitor will be required to monitor all construction and construction-related activities on the Property on a periodic basis; keep all written records,</p>	Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>which shall be open for public inspection; and to file monthly reports with the City and appropriate permit granting authorities. In addition:</p> <ol style="list-style-type: none"> Information shall be provided on a weekly basis regarding construction activities and their duration. A Construction Relations Officer shall be established and funded by the Applicant, and approved by the Community Development Director (or his/her designee), to act as a liaison with neighbors and residents concerning on-site construction activity. As part of this mitigation measure, the Applicant shall establish a 24-hour telephone construction hotline, which will be staffed between the hours of 8:00 a.m. and 5:00 p.m. on a Monday through Saturday basis throughout the Project’s entire construction period for the purposes of answering questions and resolving disputes with adjacent property owners. The hotline number shall be posted on the Property. The Applicant shall require in all construction and construction-related contracts and subcontracts, provisions requiring compliance with special environmental conditions included in all relevant entitlement approval actions of the City of Carson. Such provisions shall also include retention of the power to effect prompt corrective action by the Applicant, its representative, or prime contractor, subcontractor, or operator to correct noticed noncompliance. During construction, loading and staging areas must be located on-site and away from occupied noise-sensitive uses surrounding the Property as determined by the Planning Manager. 							

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure H-5: All commercial parking lots shall be located a minimum of 150 feet from an off-site residential structure use located to the south and west (across the Torrance Lateral Channel) unless a minimum 8-foot-high wall is provided along the property boundary to limit noise levels associated with parking lot activities.	Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure H-6: All parking structures shall be located a minimum of 150 feet from an off-site residential structure use located to the south and west (across the Torrance Lateral Channel) unless the exterior wall of the parking structure that faces the off-site residential use is a solid wall or provides acoustical louvers (or equivalent noise reduction measures).	Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure H-7: During operation of a building (following construction), truck delivery within 250 feet of an off-Property residential use shall not occur between 10:00 p.m. and 7:00 a.m.	Prior to issuance of a grading permit/Pre-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
FIRE PROTECTION							
Mitigation Measure I.1-1: Prior to construction, the Applicant shall submit buildings plans to the Los Angeles County Fire Department (LACoFD) for review. Based on such plan check, any additional fire safety recommendations shall be implemented to the satisfaction of the LACoFD.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	Los Angeles County Fire Department (LACoFD)	LACoFD			
Mitigation Measure I.1-2: The Applicant shall provide adequate ingress/egress access points for emergency response to the satisfaction of the LACoFD.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure I.1-3: The Applicant shall comply with all applicable fire code and ordinance requirements for construction, access, water mains, fire flows, and fire hydrants as required by the LACoFD.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
Mitigation Measure I.1-4: Every building shall be accessible to Fire Department apparatus by way of access roadways, with an all-weather surface of not less than the width prescribed by the LACoFD. The roadway shall extend to within 150 feet of all portions of exterior building walls when measured by an unobstructed route around the exterior of the building.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicants Vertical, as applicable	LACoFD	LACoFD			
Mitigation Measure I.1-5: Requirements for access, fire flows, and hydrants shall be addressed during the City’s subdivision tentative map stage.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal	LACoFD	LACoFD			
Mitigation Measure I.1-6: Fire sprinkler systems shall be installed in all residential and commercial occupancies to the satisfaction of the LACoFD.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			
Mitigation Measure I.1-7: The Applicant shall ensure that adequate water pressure is available to meet Code-required fire flow. Based on the size of the buildings, proximity of other structures, and construction type, a maximum fire flow up to 4,000 gallons per minute (gpm) at 20 pounds per square inch (psi) residual pressure for up to a four-hour duration may be required.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Mitigation Measure I.1-8: Fire hydrant spacing shall be 300 feet and shall meet the following requirements:</p> <ul style="list-style-type: none"> – No portion of a lot’s frontage shall be more than 200 feet via vehicular access from a properly spaced fire hydrant; – No portion of a building shall exceed 400 feet via vehicular access from a properly spaced fire hydrant; – Additional hydrants shall be required if spacing exceeds specified distances; – When a cul-de-sac depth exceeds 200 feet on a commercial street, hydrants shall be required at the corner and mid-block; – A cul-de-sac shall not be more than 500 feet in length, when serving land zoned for commercial use; and – Turning radii in a commercial zone shall not be less than 32 feet. The measurement shall be determined at the centerline of the road. A turning area shall be provided for all driveways exceeding 150 feet in length at the end of all cul-de-sacs, to the satisfaction of the LACoFD. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
<p>Mitigation Measure I.1-9: All on-site driveways and roadways shall provide a minimum unobstructed (clear-to-sky) width of 28 feet. The on-site driveways shall be within 150 feet of all portions of the exterior walls of the first story of any building. The centerline of the access driveway shall be located parallel to, and within 30 feet of, an exterior wall on one side of the proposed structure or otherwise in accordance with the City Fire Code.</p>	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			

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

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
<p>Mitigation Measure I.1-14: All access devices and gates shall meet the following requirements:</p> <ul style="list-style-type: none"> – Any single-gated opening used for ingress and egress shall be a minimum of 26 feet clear-to-sky; – Any divided gate opening (when each gate is used for a single direction of travel, i.e., ingress or egress) shall be a minimum width of 20 feet clear to sky; – Gates and/or control devices shall be positioned a minimum of 50 feet from a public right-of-way and shall be provided with a turnaround having a minimum of 32 feet of turning radius. If an intercom system is used, the 50 feet shall be measured from the right-of-way to the intercom control device; – All limited access devices shall be of a type approved by LACoFD; and – Gate plans shall be submitted to LACoFD prior to installation. These plans shall show all locations, widths, and details of the proposed gates. 	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Vertical	LACoFD	LACoFD			
<p>Mitigation Measure I.1-15: All proposals for traffic calming measures (speed humps/bumps/cushions, traffic circles, roundabouts, etc.) shall be submitted to LACoFD for review prior to implementation.</p>	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
<p>Mitigation Measure I.1-16: Provide three sets of alternate route (detour) plans with a tentative schedule of planned closures prior to the beginning of construction. Complete architectural/structural plans are not necessary.</p>	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
<p>Mitigation Measure I.1-17: Any temporary bridges shall be designed, constructed, and maintained to support a live load of at least 70,000 pounds. A minimum vertical clearance of 13'6" shall be required throughout construction.</p>	Prior to issuance of a building permit/Pre-Construction; Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure I.1-18: Disruptions to water services shall be coordinated with LACoFD, and alternate water sources shall be provided for fire protection during such disruptions.	Construction; Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
POLICE							
Mitigation Measure I.2-1: The Applicant shall provide private security services within Planning Areas 2 and 3 that are occupied by commercial development. On-site security services shall maintain an ongoing dialogue with the Sheriff's Department so as to maximize the value of the security service provided.	Post-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			
Mitigation Measure I.2-2: The Applicant shall incorporate into the Project design a space for a Sheriff's substation for use by the Los Angeles County Sheriff's Department.	Pre-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division; City of Carson Department of Community Development, Planning Division	City of Carson Public Safety Services Division; City of Carson Department of Community Development, Planning Division			
Mitigation Measure I.2-3: The Applicant shall install video cameras throughout the commercial development within Planning Areas 2 and 3 with a digitally recorded feed to the substation that is also accessible via the internet at the Carson Sheriff's Station.	Post-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			
Mitigation Measure I.2-4: The Applicant shall develop jointly with the Sheriff's Department a community policing plan, subject to final review and approval by the Sheriff's Department.	Post-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure I.2-5: The Applicant shall confer with the Sheriff’s Department and, if private security is not sufficient, shall fund Deputy Sheriffs on an overtime basis to augment security during peak periods, as jointly determined by the Applicant or its successor, and the Sheriff’s Department.	Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure I.2-6: The management of the entertainment venues located within the Project site shall notify the Sheriff’s Station in advance of planned activities (i.e., movie schedules).	Post-Construction	Management of Entertainment Venues	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			
Mitigation Measure I.2-7: The Sheriff’s Department Crime Prevention Unit shall be contacted for advice on crime prevention programs that could be incorporated into the proposed modified Project, including Neighborhood Watch.	Post-Construction	Applicant(s) Vertical	City of Carson Public Safety Services Division	City of Carson Public Safety Services Division			
Mitigation Measure I.2-8: Applicant(s) for Planning Areas 1, 2, and 3 shall pay a fair-share contribution for Sheriff department services, facilities, and equipment that is required to offset the impacts of the proposed modified Project, as determined by the City of Carson after consultation with the Sheriff’s Department.	Fair share agreement prior to issuance of a building permit/ Pre-Construction; fair share contribution on ongoing basis per agreement	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
PARKS AND RECREATION							
Mitigation Measure I.4-1: Residential uses of the Project shall provide park and recreation facilities pursuant to Municipal Code Section 9207.19, equivalent to 3 acres per 1,000 population, that would be met through the provision of park space, on-site improvements, and/or, the payment of in-lieu fees.	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure I.4-2: Residential uses of the Project shall meet the intent of Municipal Code Sections 9128.54 and 9128.15 through the provision of private open space as defined therein and/or the provision of additional amenities that meet the recreational needs of Project residents, e.g., health clubs.	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure I.4 3: Public open space for residential uses of the Project shall be calculated on a per-unit basis: <ul style="list-style-type: none"> - For PA 1: <ul style="list-style-type: none"> ■ Studio and 1-Bedroom Units: a minimum of 150 sq.ft. per unit ■ 2-Bedroom Units: a minimum of 220 sq.ft. per unit ■ 3+-Bedroom Units: a minimum of 250 sq.ft. per unit ■ All with a minimum dimension of 15 feet in any direction - For DD3: <ul style="list-style-type: none"> ■ All Units: a minimum of 300 sq.ft. per unit with a minimum dimension of 15 feet in any direction 	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
LIBRARIES							
Mitigation Measure I.5-1: Applicants for residential uses shall pay a fair-share contribution for the improvement of library facilities that are required to offset impacts of the Project, subject to approval of the County of Los Angeles Public Library.	Prior to the issuance of a building permit/ Pre-Construction	Applicant(s) Vertical (Residential only)	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
WATER SUPPLY							
Mitigation Measure J.1-1: The Building Department and the Planning Division shall review building plans to ensure that water-reducing measures are utilized, as required by Title 20 and Title 24 of the California Administrative Code. These measures include, but are not limited to, water conserving dishwashers, low-volume toilet tanks, and flow control devices for faucets.	Prior to the issuance of a building permit/ Pre-Construction	City of Carson Department of Community Development, Planning and Building and Safety Divisions	City of Carson Department of Community Development, Planning and Building and Safety Divisions	City of Carson Department of Community Development, Planning and Building and Safety Divisions			
Mitigation Measure J.1-2: The Project shall comply with the City’s landscape ordinance, “A Water Efficient Landscape Ordinance,” as required by the State Water Conservation Landscape Act.	Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.1-3: The Applicant shall provide reclaimed water for the Project’s non-potable water needs, if feasible.	Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.1-4: Landscaping of the Property shall utilize xeriscape (low-maintenance, drought-resistant) plantings.	Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.1-5: Automatic irrigation systems shall be set to ensure irrigation during early morning or evening hours to minimize water loss due to evaporation. Sprinklers must be reset to water less in cooler months and during rainfall season so that water is not wasted on excessive landscape irrigation.	Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure J.1-6: The Project shall be designed to recycle all water used in cooling systems to the maximum extent possible.	Pre-Construction/ Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.1-7: To the maximum extent feasible, reclaimed water shall be used during the grading and construction phase of the Project for the following activities: (1) dust control, (2) soil compaction, and (3) concrete mixing.	Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.1-8: Water lines and hydrants shall be sized and located so as to meet the fire flow requirements established by the Los Angeles County Fire Department.	Prior to issuance of a grading permit/Pre- Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	LACoFD	LACoFD			
WASTEWATER							
Mitigation Measure J.2-1: All required sewer improvements shall be designed and constructed according to the standards of the City of Carson and County of Los Angeles.	Pre-Construction/ Construction	Applicant(s) Horizontal	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			
Mitigation Measure J.2-2: Fee payment is required prior to the issuance of a permit to connect to district sewer facilities.	Prior to issuance of a building permit/Pre- Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Building and Safety Division	City of Carson Department of Community Development, Building and Safety Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure J.2-3: The Building and Safety and Planning Divisions of the Community Development Department shall review building plans to ensure that water-reducing measures are utilized, as required by Title 24 of the California Administrative Code. These measures include, but are not limited to, water-conserving dishwashers, low-volume toilet tanks, and flow-control devices for faucets.	Prior to issuance of a building permit/Pre-Construction	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions			
Mitigation Measure J.2-4: When available, the proposed modified Project shall use reclaimed water for the irrigation system and for other appropriate purposes such as during construction.	Prior to issuance of a building permit/Pre-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Building and Safety and Planning Divisions	City of Carson Department of Community Development, Building and Safety and Planning Divisions			
SOLID WASTE							
Mitigation Measure J.3-1: All structures constructed or uses established within any part of the Project site shall be designed to be permanently equipped with clearly marked, durable, source-sorted recycling bins at all times to facilitate the separation and deposit of recyclable materials.	Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s) Horizontal and Applicant(s) Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.3-2: Primary collection bins shall be designed to facilitate mechanized collection of such recyclable wastes for transport to on- or off-site recycling facilities.	Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

Mitigation Measures	Monitoring Phase	Implementing Party	Enforcement Agency	Responsible Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Mitigation Measure J.3-3: The Applicant shall coordinate with the City of Carson to continuously maintain in good order for the convenience of patrons, employees, and residents clearly marked, durable, and separate recycling bins on the same lot, or parcel to facilitate the deposit of recyclable or commingled waste metal, cardboard, paper, glass, and plastic therein; maintain accessibility to such bins at all times, for collection of such wastes for transport to on- or off-site recycling plants; and require waste haulers to utilize local or regional material recovery facilities as feasible and appropriate.	Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.3-4: Any existing on-site roads that are torn up shall be ground on site and recycled into the new road base.	Prior to the issuance of the first occupancy permit/Post-Construction	Applicant(s)/ Construction Contractor Horizontal	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.3-5: Compaction facilities for non-recyclable materials shall be provided in every occupied building greater than 20,000 square feet in size to reduce both the total volume of solid waste produced and the number of trips required for collection, to the extent feasible.	Construction, Post-Construction	Applicant(s) Vertical	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			
Mitigation Measure J.3-6: All construction debris shall be recycled in a practical, available, accessible manner, to the extent feasible, during the construction phase.	Construction	Construction Contractor Horizontal and Construction Contractor Vertical, as applicable	City of Carson Department of Community Development, Planning Division	City of Carson Department of Community Development, Planning Division			

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EXHIBIT “I”

CONDITIONS OF APPROVAL

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

The attached Conditions of Approval lists the entities that are “Responsible Parties” with respect to each condition of approval. Where both Authority and Developer are listed, each shall be responsible to satisfy conditions of approval only with respect to matters allocated to it in the Responsibility Matrix attached to the DA as Exhibit “G”.

EXHIBIT "I"
CONDITIONS OF APPROVAL

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

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	No.	Conditions of Approval	Responsibility
10		The applicant and property owner shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the Planning Commission Resolution.	Authority, Developer
11		Precedence of Conditions. If any of the Conditions of Approval alter a commitment made by the applicant in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.	
12		City Approvals. All approvals by the City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The applicant shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.	Authority, Developer
13		Deposit Account. A trust deposit account shall be established for all deposits and fees required in all applicable conditions of approval of the project. The trust deposit shall be maintained with no deficits. The trust deposit shall be governed by a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses over a period of 60 days and funds shall be deposited within 10 days of the request therefore, or work may cease on the Project.	Developer
14		Indemnification. The applicant shall indemnify the City pursuant to the Development Agreement. If there is no applicable Development Agreement in effect, the following conditions shall apply: the owner, tenant(s), and their subsequent successors (Parties) agree to defend, indemnify and hold harmless the City of Carson, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, or in any way related to any damage or harm to people or property, real and personal, that may result from Property Owner(s), operations or any claims against the City for or as a result of the granting of the continuance. The City will promptly notify the Parties of any such claim, action, or proceeding against the City and Parties will pay the City's associated legal costs and will advance funds assessed by the City to pay for defense of the matter by the City Attorney. The City will cooperate fully in the defense. Parties shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Parties fails to provide or maintain the deposit, the City may abandon the action and Parties shall pay all costs resulting therefrom and the City shall have no liability to Parties.	Superseded by DA Section 13.4.2
		SITE PLAN AND DESIGN REVIEW	

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	No.	Conditions of Approval	Responsibility
		<i>Where conditions are assigned to "Authority" or to "Authority, Developer" below, Authority shall be responsible for satisfaction of the conditions with respect to the Authority Work, the 157 Acre Site other than the Cell 2 Surface Lot, and Remedial Systems. Where conditions are assigned to "Developer" or to "Authority, Developer", Developer shall be responsible to satisfy such conditions with respect to vertical development on the Developer Property only.</i>	
		SPECIAL CONDITIONS	
15		The development may be phased as described in The District at South Bay Specific Plan Project Final Supplemental Environmental Impact Report (FSEIR).	Developer
16		Prior to issuance of building permits, the applicant shall provide cross-section plans to the Planning Division for approval for screening the parking areas, including head-in parking stalls facing Street A.	Developer
17		Prior to issuance of building permits, the applicant shall provide cross-section plans to the Planning Division to demonstrate adequate screening of truck loading areas.	Developer
18		Prior to issuance of building permits, the applicant shall provide plans to the Planning Division for approval of Electric Vehicle charging stations and infrastructure as required by the Specific Plan and mitigation measures. Prior to issuance of occupancy permits, the applicant shall install Electric Vehicle charging stations and infrastructure that is consistent with the approved plans.	Developer
19		Prior to issuance of building permits, the applicant shall provide plans to the Planning Division for approval to screen all utility boxes and fire equipment as permitted by the associated agencies. Prior to issuance of occupancy permits, the applicant shall install the screening consistent with the approved plans.	Authority, Developer
20		Prior to issuance of building permits, the applicant shall ensure the landscaping design for the western edge of property is coordinated with the right-of-way landscaping. The intent of the design shall be to screen buses and the parking areas from public view including the right-of-way.	Authority, Developer
21		The Site Plan and Design Review application shall not be effective until such time the City Council certifies the FSEIR, approves the Specific Plan Amendment and the Development Agreement and are effective.	
22		The project shall demonstrate compliance with the provisions and requirements of the Development Agreement and District at South Bay Specific Plan.	Authority, Developer
		ARCHITECTURAL TREATMENT	
23		Architectural design and details shall be in substantial conformance with the approved set of plans. Any alteration shall be first approved by the Planning Division.	Developer
24		Exterior building elevations showing building wall materials, roof types, exterior colors and appropriate vertical dimensions shall be included in the development construction drawings.	Developer

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

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	No.	Conditions of Approval	Responsibility
35		Installation of 6" high concrete curbs are required around all landscaped planter areas, except for areas determined by National Pollutant Discharge Elimination System (NPDES) permit or other applicable condition of approval that requires certain landscaped areas to remain clear of concrete curbs for more efficient storm water runoff flow and percolation. Revised landscaping and irrigation plans shall be reviewed and approved by the Planning Division should subsequent modifications be required by other concerned agencies regarding the removal of concrete curbs.	Authority, Developer
36		The proposed irrigation system shall include best water conservation practices.	Authority, Developer
37		Backflows shall be screened with min. 5' wide planters and landscape screen material, with plant material per the Specific Plan. Paint device green color similar to Frazer, aeroplate 'Forest Green' or equal. Transformers shall be screened with shrubs and ground covers, with plant material per the Specific Plan.	Authority, Developer
38		Projects shall comply with AB 325, the State Model Water Efficient Landscape Ordinance. Maximum Applied Water Allowance, MAWA, and Estimated Applied Water Use shall be calculated and submitted on all landscape construction documents.	Authority, Developer
39		Irrigation systems shall be designed to be water efficient with like plant material grouped together and proper solar orientation. Turf shall be on a separate valve from shrub areas. Landscape areas in the shade (north or east sides of building) shall be controlled separately from areas in the sun (south or west sides of building).	Authority, Developer
40		Irrigation systems shall be constantly maintained to eliminate wastewater due to loss of heads, broken pipes or misadjusted nozzles.	Authority, Developer
41		Show corner sight line distances on the landscape plan per Engineering Department Standard Drawing.	Authority, Developer
42		Shredded mulch or other alternative materials within planter areas is required at a depth of 3" for shrubs and 1" for groundcover. Shredded bark with a tackifier shall be used on 3:1 slopes or greater, not wood chips. Soil shall not be visible. Keep mulch 3" clear of plant stem, 6" of trees.	Authority, Developer
43		Weeds shall be removed before 2 inches high or weed seeds develop. Note on plans for a pre-emergent to be applied before the mulch layer is installed to prevent weeds.	Authority, Developer
44		Prior to issuance of certificate of occupancy, the applicant or the City shall provide plans to the Planning Division for approval for enhancements at primary and secondary (from Street B) "entry zone" including landscaping in planter.	Authority, Developer
		FENCE/WALL	

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	No.	Conditions of Approval	Responsibility
45		Prior to the issuance of a building permit, a Wall and Fence Plan shall be reviewed and approved by the Planning and Building Divisions. The plans shall indicate materials colors and height of proposed and existing walls and fences and shall include a cross section of walls and fences indicating adjacent grades. Walls shall be designed as an integral part of the architecture for the development and shall be consistent with the requirements of the Specific Plan.	Authority, Developer
		TRASH	
46		Trash collection shall comply with the requirements of the City's trash collection company.	Developer
47		Trash and recycling areas shall be provided in accordance with Sections 9164.2 (residential uses), 9164.3 (non-residential uses), and 9164.4 of the Zoning Ordinance or as otherwise required by the Specific Plan.	Developer
		UTILITIES	
48		Public utility easements shall be provided in the locations as required by all utility companies with easements free and clear of obstructions, and electrical utilities shall be installed underground, to the satisfaction of the Planning Division.	Authority
49		The applicant shall remove at his/her own expense any obstructions within the utility easements that would interfere with the use for which the easements are intended.	Authority, Developer
50		Any aboveground utility cabinet or equipment cabinet shall be screened from the public right-of-way by a decorative block wall or landscaping, to the satisfaction of the Planning Division.	Authority, Developer
		ENGINEERING SERVICES DEPARTMENT - CITY OF CARSON	
		General Conditions	
51		Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.	Authority
52		A construction permit from Engineering Division is required for any work done within the public right of way. A security bond and liability insurance are required prior to issuance of permit by Engineering Division.	Authority
		<i>Prior to Issuance of Building Permit, plans or studies, as applicable for all of the following must be submitted, and prior to certificate of occupancy, the following shall be carried out:</i>	
53		Quitclaim or relocate any easements interfering with building locations to the satisfaction of the City, appropriate agency or entity.	Authority, Developer
54		Public Street Improvements Plans along Del Amo Blvd, Street A and Street B shall (be):	
	a)	include parkways, sidewalks, wheelchair ramps, bike lanes, landscaped medians, streetlights, etc.	Authority
	b)	per The District at South Bay Specific Plan (SP- 10).	Authority
	c)	per the City of Carson PW Standard Drawings.	Authority

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	No.	Conditions of Approval	Responsibility
	d)	submitted to and reviewed by County of Los Angeles, Department of Public Works for approval recommendations to the City Engineer.	Authority
	e)	Include the connection of Street A to the existing 405 Freeway Interchange. Improvement Plans shall be approved by California Department of Transportation (Caltrans).	Authority
55		Install Street Lights along Del Amo Blvd, and Stadium Way abutting the development per The District at South Bay Specific Plan.	Authority
56		Landscape and Irrigation improvements within the public parkway and raised landscaped medians, abutting the proposed development shall be:	Authority
	a.	in compliance with the Department of Toxic Substance Control (DTSC).	Authority
	b.	per The District at South Bay Specific Plan (SP-10).	Authority
	c.	per the City of Carson PW Standard Drawings.	Authority
	d.	irrigated with reclaimed water, if feasible.	Authority
57		Improve the existing raised landscaped median along the Del Amo Blvd to the satisfaction of the City Engineer.	Authority
58		Any Landscape Improvements within Caltrans right of way shall be submitted to Caltrans for approval and acceptance.	Authority
59		Improvement Plans for various intersections improvements, as determined by the FSEIR shall be submitted to and approved by appropriate agencies.	Authority
60		The condition of the existing Sewer mainline along Street A and Street B, shall be evaluated for public use. Evaluation of said lines shall be submitted to and reviewed by County of Los Angeles, Department of Public Works for recommendations for public use to the City Engineer.	Authority
61		The applicant shall submit a sewer area study to the County of Los Angeles Department of Public Works to determine if capacity of the public sewage system to be used by this development is adequate. Inadequate capacity of the sewage system must be addressed and resolved. Any necessary Sewer Main Improvements Plans shall be submitted to and reviewed by County of Los Angeles, Department of Public Works for approval recommendations to the City Engineer.	Authority
62		The condition of the existing Storm Drain lines, along Street A and Street B, shall be evaluated for public use. Evaluation of said lines shall be submitted to and reviewed by County of Los Angeles, Department of Public Works for recommendations for public use to the City Engineer. Any necessary Storm Drain Improvement plans shall be submitted to County of Los Angeles, Department of Public Works for approval and acceptance by the County for future ownership and maintenance.	Authority

EXHIBIT "I"
CONDITIONS OF APPROVAL

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

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	No.	Conditions of Approval	Responsibility
74		All infrastructures necessary to serve the proposed development (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy.	Authority
		PUBLIC WORKS – WATER QUALITY	
		<i>Prior to Issuance of Building Permit</i>	
75		Per City of Carson ordinance 5809 and SUSMP 2009, applicant shall comply with all applicable Low Impact Development (LID) requirements and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.	Authority, Developer
76		Applicant shall complete and provide BMP Reporting Template to City of Carson, Engineering Services Department.	Authority
77		If applicable, applicant shall provide a copy of an approved SWPPP stamped by Los Angeles County Building and Safety Division along with WDID number.	Authority
78		Applicant shall provide contact information of the Qualified Storm Water Developer (QSD) and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer (QSP) of the site.	Authority
79		Applicant shall submit digital copies of 2009 SUSMPLID/NPDES/Grading Plans concurrently to City of Carson, Engineering Services Department and Los Angeles County Building & Safety Division.	Authority
80		Applicant shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.	Authority
		Prior to Issuance of Certificate of Occupancy	
81		For any structural and/or treatment control device installed applicant, shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to identify the location and maintenance information for any structural and/or treatment control device installed.	Authority, Developer
82		Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk.	City
83		RECORDATION is the responsibility of the applicant. Provide a copy of the recorded covenant agreement to City Engineer	Authority, Developer
84		Inspection will be conducted once a year after all Post Construction Best Management Practices (BMP) are constructed.	City
		FIRE DEPARTMENT	

EXHIBIT "I"
CONDITIONS OF APPROVAL

Sub. No.	No.	Conditions of Approval	Responsibility
85		Prior to issuance of a building permit, the applicant shall obtain a "Clearance Letter" or approval including conditions and/or requirements from the Los Angeles County Fire Department and submitted to the Planning Division.	Developer
		SIGN PROGRAM	
86		Prior to issuance of a building permit, the applicant shall submit a clean copy of the Comprehensive Sign Program that is consistent with the approved Specific Plan amendment and Development Agreement.	Developer
87		Freeway Icon Pylons are assigned to Planning Areas as defined by the Specific Plan.	
88		Prior to issuance of building permits, the applicant shall provide plans to the Planning Division for approval of an internal wayfinding sign package for the podium parking area and valet consistent with the approved Comprehensive Sign Program.	Developer
89		Prior to issuance of certificate of occupancy, the applicant or the City shall provide plans to the Planning Division for approval of entry monument signage consistent with the Comprehensive Sign Program.	Authority/City or Developer
90		Prior to issuance of certificate of occupancy, the applicant shall provide plans to the Planning Division for approval of Directional/wayfinding signage consistent with the Comprehensive Sign Program.	Developer
91		Interior tenant signage and tenant architectural elevations for store fronts up to and not modifying the parapet shall not require City Planning approvals. Prior to issuance of individual tenant improvement building permits, the applicant shall provide to the Planning Division, design approval from Macerich or other ownership of the mall for interior tenant signage and elevations.	Developer
		BUSINESS LICENSE DEPARTMENT	
92		All parties involved in the subject project including to but not limited to contractors and subcontractors are required to obtain a City business license per Section 6310 of the Carson Municipal Code.	Authority, Developer
		ENVIRONMENTAL REQUIREMENTS	
93		The project shall demonstrate compliance with all applicable mitigation measures in the Mitigation Monitoring and Reporting Program for the FSEIR. A final mitigation monitoring matrix/spreadsheet shall be submitted to the City for review.	Authority, Developer

EXHIBIT “J”

LIST OF EXISTING DEVELOPMENT APPROVALS

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

EXHIBIT “K”

LIST OF FUTURE DEVELOPMENT APPROVALS

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

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

EXHIBIT “L”

SCHEDULE OF PERFORMANCE

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

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

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

ACTION	DATE
I. Project Design & Permitting	
1. Developer completes Phase I building plans.	Prior and as a condition to the conveyance of the Developer Property by Authority to Developer.
II. Construction	
1. Developer commences construction of the vertical improvements for Phase I.	On or before the later of: (i) sixty (60) calendar days following the Construction Period Commencement Date; ¹ and (ii) thirty (30) calendar days following issuance by the City of the initial building permit for Phase I.
2. Developer completes construction of the vertical improvements for Phase I (core and shell only).	On or before seventeen (17) months following the commencement of construction of Phase I under Item II.1 above.
3. Developer completes construction of initial tenant improvements for Phase I.	On or before twenty one (21) months following the commencement of construction of Phase I under Item II.1 above.

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

III. Grand Opening	
1. Developer shall cause the opening of stores within Phase I to customers.	<p>On or before the later of:</p> <ul style="list-style-type: none"> (i) twenty-two (22) months following the commencement of construction pursuant to Item II.1 above; (ii) four (4) months following completion by the Authority of the above-grade BPS for the Project; and (iii) issuance by DTSC of the Specific Cell 2-Specific Health Risk Assessment.
IV. Certificate of Completion	
1. Developer submittal of request for issuance of the Certificate of Completion for Phase I.	Following completion of Phase I.
2. City approves the Certificate of Completion for Phase I or provides notice to Developer of any deficiencies that exist.	Within thirty (30) calendar days following Developer's request.
3. City causes recording Certificate of Completion for Phase I in the official records of Los Angeles County.	Within five (5) business days following City issuance of the Certificate of Completion.

EXHIBIT “M”

SUMMARY OF JOINT AUTHORITY AND DEVELOPER PROGRAM OF INSURANCE

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

INSURANCE ADMINISTRATION AGREEMENT

BY AND BETWEEN

CARSON RECLAMATION AUTHORITY

AND

CAM – CARSON LLC

DATED AS OF

_____, 2018

INSURANCE ADMINISTRATION AGREEMENT

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

RECITALS

A. *The Property and the Project*

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

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

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

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

B. *CRA’s Agent RE | Solutions, LLC*

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

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

C. *Macerich and Development of Cell 2*

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

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

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

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

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

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

E. *Predevelopment Insurance*

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

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

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

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

AGREEMENT

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

ARTICLE I **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (bb) “**Joint Defendants**” has the meaning set forth in Section 6.03(a) hereof.
- (cc) “**Joint Defense Claims**” has the meaning set forth in Section 6.03(a) hereof.
- (dd) “**Macerich**” means CAM-Carson LLC, a subsidiary of The Macerich Company, or any successor in interest.
- (ee) “**Macerich Insured Parties**” has the meaning set forth in Section 6.03(a)(i) hereof.
- (ff) “**Macerich PLL Insureds**” means the Macerich Insureds as defined in the Development PLL.
- (gg) “**Macerich PLL Sublimit**” has the meaning set forth in Section 2.02(c) hereof.
- (hh) “**Macerich Premium Percentage**” has the meaning set forth in Section 2.03 hereof.
- (ii) “**OPPI**” means that Owner’s Protective Professional Indemnity Policy further set in Section 3.05 hereof.
- (jj) “**Post-Development PLL**” has the meaning set forth in Section 2.05 hereof.
- (kk) “**Predevelopment CPL/PLI**” means that certain Contractors Environmental and Professional Coverage Policy, No. PPK1590707, obtained by CRA from Tokio Marine Specialty Insurance Company.
- (ll) “**Predevelopment PLL**” means that certain comprehensive pollution legal liability coverage obtained by CRA through a Lloyd’s of London consortium of syndicates, led by Lloyds Syndicates 623 and 2623, which are both commonly known as Beazley, as the same is in full force and effect as of the date of this Agreement.
- (mm) “**Property**” means that certain 157-acre parcel located at 20400 S. Main Street in Carson, California, commonly known as the former Cal Compact Landfill and shown on the Site Map attached hereto as Exhibit A-1.
- (nn) “**Remedial Construction Completion**” means that date upon which there is substantial completion of all remedial construction on all five (5) cells and vertical construction on Cells 1, 3, 4 and 5 of the Property.
- (oo) “**Remedial System Buildout Period**” means the period that:
- (1) that commences with any of the following: (i) grading, landfill waste relocation, installation of subsurface utilities; (ii) construction of foundation and pile systems; (iii) installation of any portion of the landfill cap not already installed as of January 29,

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

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

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

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

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

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

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

ARTICLE II DEVELOPMENT POLLUTION LEGAL LIABILITY COVERAGE

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

2.02. Development PLL Specifications.

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

(b) *Insureds*. Upon payment by Macerich of the Macerich Premium Percentage for the Development PLL, CRA, RES, the City, Macerich and its designees shall be included as insureds on the Development PLL with the unrestricted ability to make a claim under

the Development PLL. Upon entering into a written development agreement with any Future Developer, such Future Developer and its designees shall also be listed as insureds on the Development PLL with the unrestricted ability to make a claim thereunder.

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

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

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

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

2.05. Post-Development PLL. In the event that the Remedial System Buildout Period has ended, then, upon the expiration of the Development PLL or Development PLL Renewal, as applicable, CRA shall replace the Development PLL or the Development PLL Renewal, as applicable, with a new policy of pollution legal liability insurance having substantially the same

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

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

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

3.02. Development CPL/PLI Specifications.

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

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

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

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

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

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

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

ARTICLE IV
GENERAL LIABILITY AND BUILDERS' RISK COVERAGE

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

4.02. GL Program Specifications.

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

(b) *Insureds.* CRA, the City, RES and Macerich, as well as eligible contractors and subcontractors of all tiers performing work for Macerich, RES and Future Developers, if so elected by such applicable Future Developer and upon receipt of such Future Developer’s pro-rata portion of the GL Program Premium Payment, will be enrolled in the GL Program.

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

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

4.03. GL Program Cost. The GL Program will be priced based upon project

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

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

4.05. Builder's Risk Program Specifications.

(a) *Coverages.* On or before the commencement of the Remedial System Buildout Period, Macerich shall procure and maintain a phased Builder's Risk Program for all of the horizontal and vertical construction components (currently anticipated to be approximately \$350,000,000) of the development project at the Property with a limit equal to one hundred percent (100%) of the replacement value of all such horizontal and vertical components and shall contain earthquake coverage with a limit of liability of at least Fifty Million Dollars (\$50,000,000), which may be increased or decreased based on the findings of Probable Maximum Loss reports to be conducted annually or at such other frequency as may be agreed to by CRA and Macerich. The Builder's Risk Program limits shall automatically reinstate upon any loss thereunder at no charge to the insureds; provided, however, that the limit of loss for earthquake and flood coverage shall be expressed as an annual aggregate amount. The Builder's Risk Program will be primary with respect to all property damage at, on or under the Property during the term of the Project and will also include LEG-3 coverage with respect to repair of physical damage to work or remedial components arising out of a loss. CRA shall approve the terms of coverage of the Builder's Risk Program in its reasonable discretion.

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

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

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

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

4.06. Builder's Risk Program Cost. The annual cost of the Builder's Risk Program will be calculated based upon project construction values (based upon good faith estimates from each of Macerich, CRA and the Future Developers, as applicable) multiplied by the annual rate set forth in the Builder's Risk Program.¹ Each party shall pay its portion of the total premium cost of such projected values calculated on the basis of the applicable rate for such work ("**Builder's Risk Program Premium Payment**"), so as to ensure that the Builder's Risk Program Premium Payment reflects the actual anticipated construction exposures attributable to the horizontal and vertical construction anticipated to be performed by RES, Macerich and the Future Developers, as applicable. The Builder's Risk Program Premium Payment will be payable directly by each party to Broker, or at CRA's discretion, by and through CFD#1 via special assessments to such

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

party. Upon receipt of Certificates of Occupancy for all vertical buildings or structures on Cell 2 of the Property (and for each subsequent construction phase), the final premium may be subject to an audit by the carrier and subject to the policy requirements of (i) the actual construction values completed and (ii) the actual construction term utilized. Subject to the policy terms and conditions, based on the audit, any excess premium paid by any party will be returned to such over-paying party and any additional premium due from any party will be charged to and paid by such applicable party. Notwithstanding the foregoing, CRA shall pay its portion of the Builder's Risk Program Premium Payment attributable to the CRA work on Cell 2 of the Property necessary to satisfy CRA's obligations under the MOU upon binding of the Builder's Risk Program. In the event that any deposit premium in excess of such amount is due at inception of the Builder's Risk Program, such premium shall be paid by Macerich as an advance on its portion of the Builder's Risk Program Premium Payment.

ARTICLE V

MISCELLANEOUS DEVELOPMENT INSURANCE PROGRAMS PROVISIONS

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

5.02. Obligation to Maintain and Reinstate Limits. Subject to market availability and upon commercially reasonable terms, CRA and Macerich shall each reinstate their reserved limits under the Development PLL and Development PLL Renewal in the event that either party's limit is eroded by more than fifty percent (50%) from the time of policy inception, which reinstatement shall be at such party's sole cost and expense. Subject to market availability and upon commercially reasonable terms, CRA and Macerich shall reinstate the limits of the Development CPL/PLI, Development CPL/PLI Renewal GL Program and Builder's Risk Program in the event that the aggregate limit of liability available in each of the Development CPL/PLI, Development CPL/PLI Renewal, GL Program or Builder's Risk Program is eroded by more than fifty percent (50%) from the time of such policy's inception and such limits are not automatically reinstated in accordance with the policy terms. The cost of such reinstatement shall be allocated on the same basis in which the Development CPL/PLI premium, GL Program Premium Payment and Builder's Risk Program Premium Payment, as applicable, are payable; provided, however, in the event that the CRA Insured Parties or the Macerich Insured Parties are expressly allocated a portion of liability in excess of CRA or Macerich's GL Program Premium Payment or Builder's Risk Premium Payment, as applicable, through one or more finally adjudicated or settled claims under the GL Program or Builder's Risk Program (each, a "**Claim Allocation**") then the costs of limit reinstatement, including without limitation, premiums, surplus lines tax and brokerage fees, shall be borne in proportion to the Claim Allocation.

5.03. Notice of Cancellation and Endorsements. All Development Insurance Programs shall grant each of CRA and Macerich prior written notice and approval of any policy cancellation and a right to cure any default by any insured other than the defaulting insured.

Each of CRA's and Macerich's approval, as applicable, shall be required for any new endorsements or amendments to the Development Insurance Programs that limit or impair such party's coverage in any manner.

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

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

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

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

ARTICLE VI CLAIMS ADMINISTRATION

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

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

6.03. Joint Defense.

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

allegation of injury, damage or loss caused by the negligent, reckless or willful acts or omissions of both:

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

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

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

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

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

(a) *Property Damage*: the Builder's Risk Program shall be primary with respect to all property damage to the insured project at, on or under the Property during the term thereof, followed by the GL Program (excess and difference in conditions/difference in limits) and then the Development CPL/PLI (excess and difference in conditions/difference in limits); provided, however, that the Development PLL shall be primary over the Development CPL/PLI for any of Macerich's and CRA's property damage losses that may be covered thereunder.

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

(c) Notwithstanding anything to the contrary in Section 6.04(a) and (b) above, the terms of each Development Insurance Program shall govern the order of priority. In

addition, to the extent any claim may be brought under more than one of the Development Insurance Programs, such claim will be brought under each such applicable Development Insurance Program.

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

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

ARTICLE VII PAYMENT OF SELF INSURED RETENTION

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

7.02. SIR for Single Party Claims. If only Macerich Insured Parties are named in a lawsuit or are the subjects of a claim under any of the Development Insurance Programs, Macerich shall pay the applicable SIR in full. If only CRA Insured Parties are named in a lawsuit or are the subjects of a claim under any of the Development Insurance Programs, CRA shall pay the applicable SIR in full. If at any time the non-named party (a Macerich Insured Party or a CRA Insured Party, as applicable) is interpleaded or joined into such lawsuit or becomes the subject of a claim, then the added party will reimburse the first named party so that the SIR applicable to such claim will be paid forty (40%) by Macerich and sixty percent (60%) by CRA. CRA reserves the right to seek reimbursement for any cost incurred by CRA from RES or their subcontractors and Macerich reserves such right of reimbursement against its subcontractors.

ARTICLE VIII TERM

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

ARTICLE IX
REPRESENTATION AND WARRANTIES

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

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

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

ARTICLE X
DEFAULT AND DISPUTES

10.01. Default. If either party breaches or defaults on its non-monetary obligations of this Agreement, such breaching or defaulting party shall have thirty (30) days after notice thereof by the non-breaching party to cure such default or breach; provided that if such default or breach reasonably requires longer than thirty (30) days to cure, upon the prior written consent of the non-defaulting party (which consent shall not be unreasonably withheld), the defaulting or breaching party shall be permitted additional time to cure such default, so long as the breaching party commences a cure within such time and diligently and continuously prosecutes the cure of the breach or default to completion within ninety (90) days of the date that the cure first commenced. If either party breaches or defaults on its monetary obligations of this Agreement, such breaching or defaulting party shall have ten (10) business days after notice thereof by the non-breaching party to cure such default or breach. After expiration of such notice, cure periods and, where applicable, extensions, such default shall be deemed an "**Event of Default**" hereunder.

10.02. Remedies.

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

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

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

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

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

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

ARTICLE XI GENERAL PROVISIONS

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

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

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

11.04. Notices. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All

notices, demands or other communications shall be considered as properly given if sent by: (a) electronic mail and regular mail; or (b) overnight express mail, charges prepaid. Notices so sent shall be deemed effective one (1) business day after mailing or the same day as sent for electronic delivery. For purposes of notice, the addresses of the parties shall be:

For CRA:

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

with a copy to:

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

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

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

For Macerich:

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

Attention: Chief Legal Officer

With a copy to:

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

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

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

11.07. Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California without regard to conflict of law principles.

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

**CARSON RECLAMATION
AUTHORITY:**

By: _____

Name: _____

Title: _____

Date: _____

CAM-CARSON, LLC:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

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

By: _____
Sunny K. Soltani

Exhibit A-1

Site Map of the Property



Exhibit A-2

Designation of Parcels Vertical Lot Subdivision

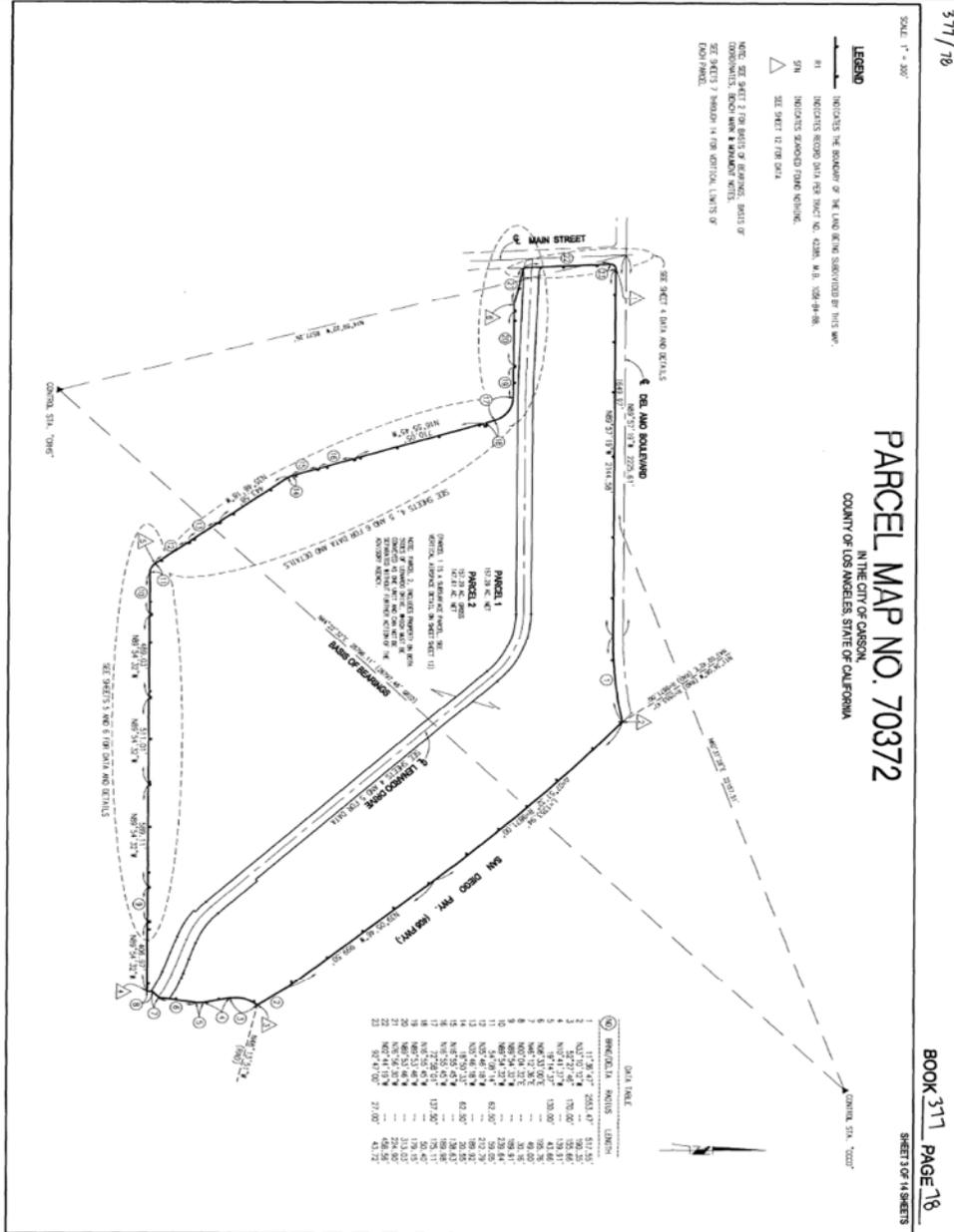


Exhibit A-2 (cont'd)

Designation of Parcels Vertical Lot Subdivision

PARCEL MAP NO. 70372

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR INFORMATIONAL PURPOSES ONLY

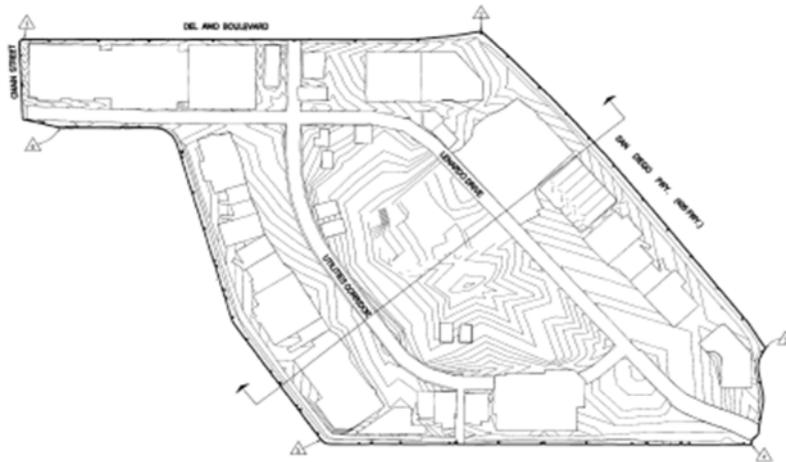
SHEET 13 OF 14 (8-88)73

LEGEND

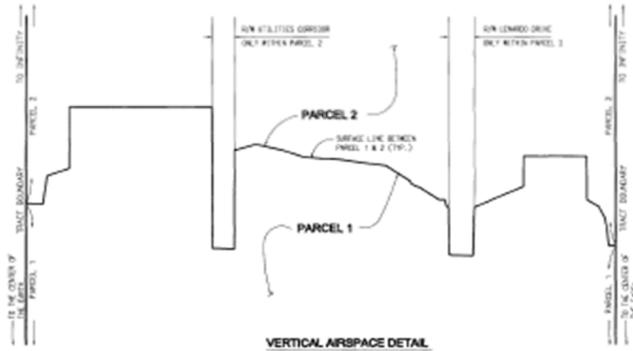
- INDICATES THE BOUNDARY OF THE LOTS BEING SUBDIVIDED BY THIS MAP.
- INDICATES RECORD DATA PER TRACT NO. 42298, A.P. 108-84-88.
- INDICATES LOCATED FOUND NETWORK.
- △ SEE SHEET 13 FOR DATA.

NOTE: SEE SHEET 2 FOR NOTES OF REVISIONS, DATES OF CORRECTIONS, REVISION MARKS & MEASUREMENT NOTES.

SEE SHEETS 7 THROUGH 14 FOR VERTICAL LIMITS OF EACH PARCEL.



TERRAIN PLAN VIEW
NET TO SCALE



VERTICAL AIRSPACE DETAIL
NET TO SCALE

Exhibit A-3

Cell Boundaries and Land Use Descriptions

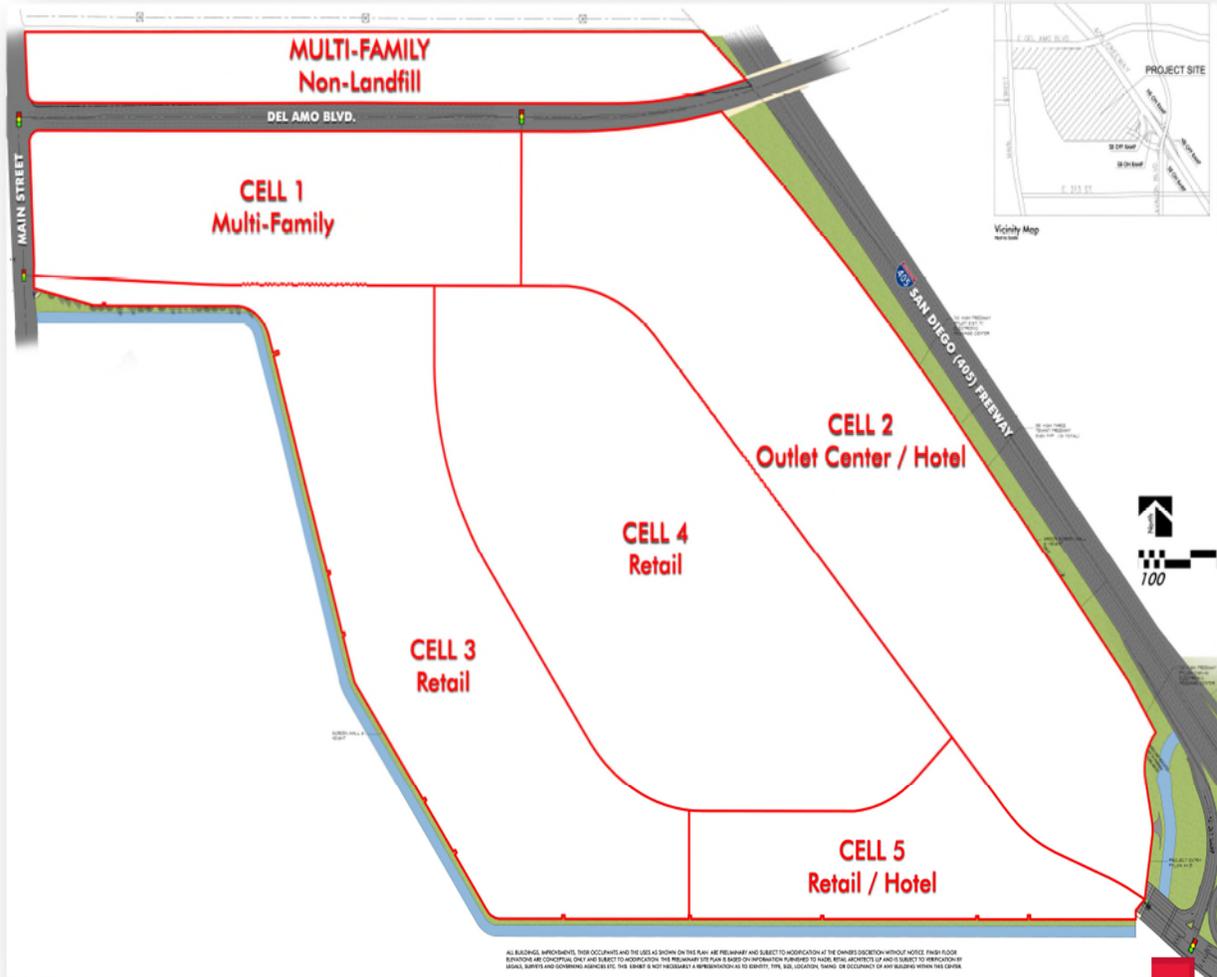


Exhibit B

Development PLL Limit of Liability Endorsement

Effective date of this Endorsement: 31st December 2017

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

LIMIT OF LIABILITY AMENDATORY ENDORSEMENT MACERICH RESERVED PROGRAM SUBLIMIT

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

ECLIPSE

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

1. Item 3. of the Declarations shall be amended to include the following:
 - (c) Macerich Reserved Program Sublimit

USD 50,000,000 Aggregate for the **Policy Period** – includes **Claims Expenses**
2. Clause **VII. LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:
 - A. The Limit of Liability stated in Item 3.(a) of the Declarations for Each **Pollution Condition** is the limit of the Underwriters' liability for all **Cleanup Costs, Damages and Claims Expenses** arising out of each **Pollution Condition**.
 - B. The Aggregate for the **Policy Period** stated in Item 3.(b) of the Declarations is the Underwriters combined total **Limit of Liability** for all **Cleanup Costs, Damages and Claims Expenses** arising out of all **Pollution Conditions**, which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
 - C. The Limit of Liability for the **Extended Reporting Period** shall be part of and not be in addition to the Limit of Liability of the Underwriters for the **Policy Period**.
 - D. The Macerich Reserved Program Sublimit stated in Item 3.(c) of the Declarations shall apply solely to **Damages, Claims Expenses and Cleanup Costs** incurred by a **Macerich Insured**. Except as set forth below, the Macerich Reserved Program Sublimit shall not apply to or be eroded by any **Insured** other than a **Macerich Insured**. Subject to the foregoing, the Macerich Reserved Program Sublimit stated in Item 3.(c) of the Declarations is included in, is a part of and erodes the Limit of Liability of this Policy and the **Excess Limits of Liability** provided by the **Excess Policies**. The Macerich Reserved Program Sublimit does not increase the Limit of Liability stated in Item 3.(a) and 3.(b) of the Declarations or the **Excess Limits of Liability** provided by the **Excess Policies**. The Limit of Liability stated in Item 3.(a) and 3.(b) of the Declarations shall be available to pay **Cleanup Costs, Damages or Claims Expenses** incurred by any **Insured** under the terms and conditions of this Policy. In the event that the Limit of Liability stated in Item 3.(a) and Item 3.(b) of the Declarations

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

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

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

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

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

EXHIBIT “N”

PROHIBITED USES

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

EXHIBIT "O"
SPECIFIC PLAN

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

retail ■ entertainment ■ restaurant ■ residential ■ hospitality

ADOPTED FEBRUARY 8, 2006

AMENDMENT No. 1: APRIL 5, 2011

AMENDMENT No. 2: FEBRUARY 6, 2018

CITY OF CARSON

THE DISTRICT AT SOUTH BAY SPECIFIC PLAN

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

FEBRUARY 8, 2006

**AMENDED APRIL 5, 2011 and
FEBRUARY 6, 2018**

Adopted by the Carson City Council

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

Prepared for:

City of Carson

2011 Amendment Prepared by:

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



2018 Amendment Prepared by:

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



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1.0 INTRODUCTION

1.1 Purpose and Background

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

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

PROJECT BACKGROUND: A BRIEF HISTORY OF CARSON

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

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

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

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

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

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

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

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

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

1.2 Project Overview

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

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

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

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

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

1.3 Authority to Prepare Specific Plan

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

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

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

1.4 Environmental Clearance

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

1.5 Section References

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

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

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2.0 CONTEXT AND CONDITIONS

2.1 Project Site Location and Surrounding Uses

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

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

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

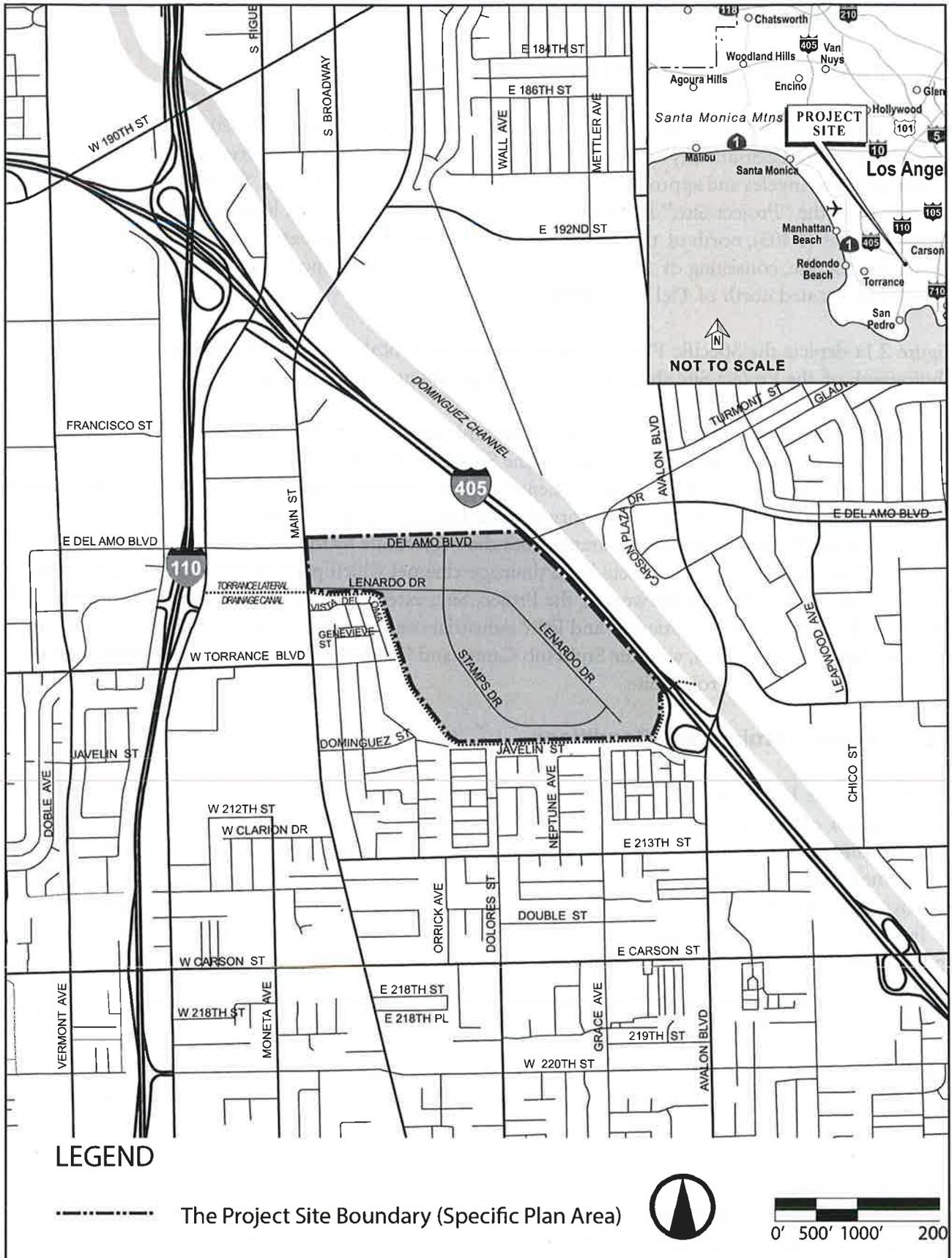
2.2 Existing Project Site Conditions

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

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

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

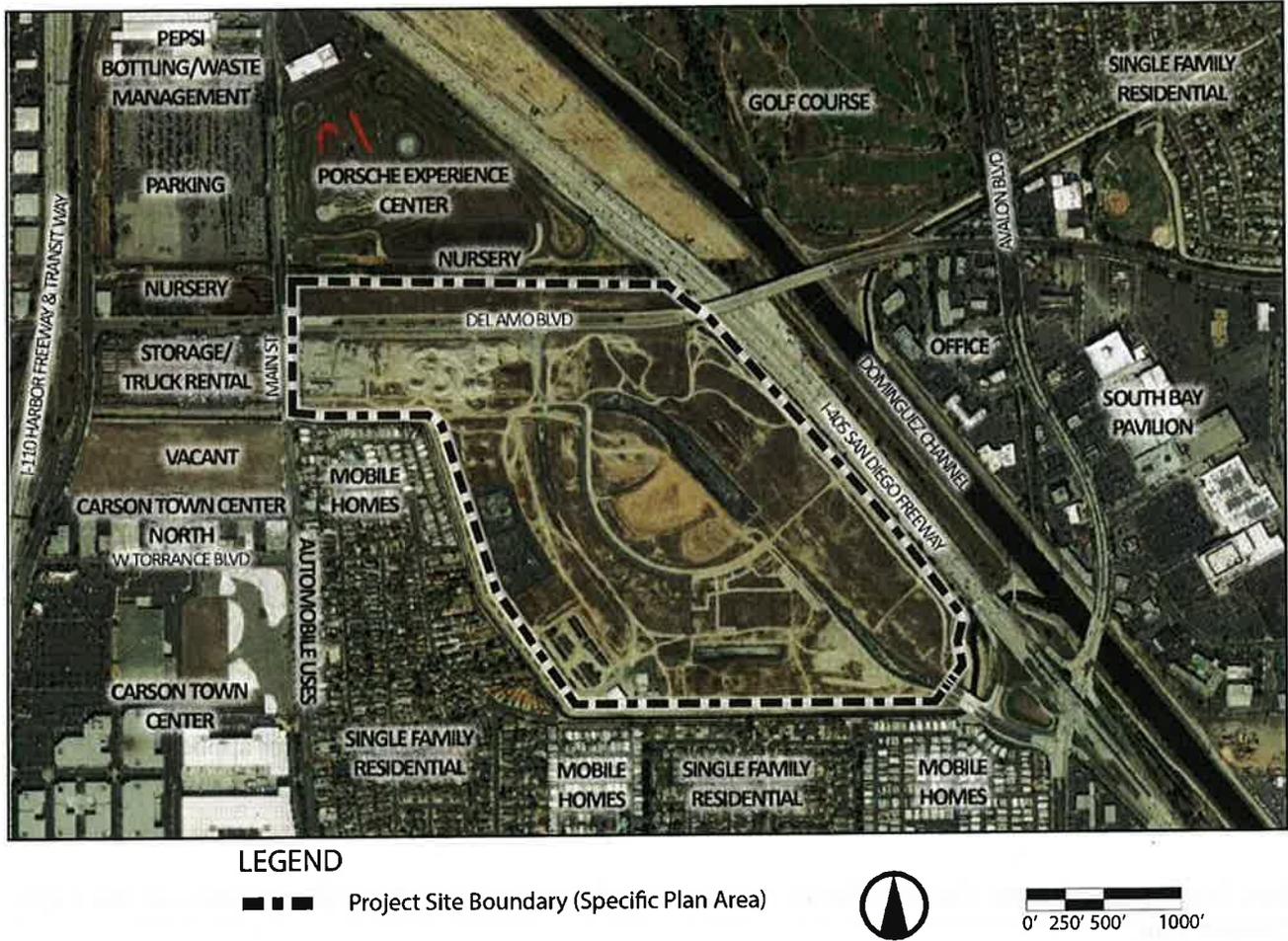
2. CONTEXT & CONDITIONS



Source: RE|Solutions LLC, 2017

Figure 2.1a Project Site Vicinity

The District at South Bay Specific Plan
February 6, 2018



Source: RE|Solutions LLC, 2017

Figure 2.1b Project Site Aerial

2.3 Existing Land Use Designations

2.3.1 General Plan

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

2.3.2 Zoning

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

2.4 Consistency with the General Plan

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

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

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

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

3.0 LAND USE PLAN

3.1 Approach

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

3.2 Project Objectives

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

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

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

3.3 Planning Areas and Development District 3

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

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

Planning Area 1

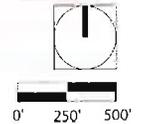
Planning Area 1 (PA 1) is approximately 15 acres north of Street A (previously referred to as Lenardo Drive and currently named Stadium Way) and abuts the eastern edge of Main Street and the southern edge of Del Amo Boulevard. PA 1 is designated as Mixed-Use Marketplace (MU-M) and may contain residential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

Planning Area 2

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



Legend
 — Development District Boundary
 DD Development District



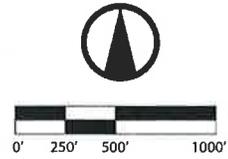
Source: The Planning Center, 2009.

Figure 3.3a Development Districts



LEGEND

- Planning Area 1
- Planning Area 2
- Planning Area 3
- Development District 3



Source: RE|Solutions LLC, 2017

Figure 3.3b Planning Areas and DD3

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

Planning Area 3

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

Development District 3

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

3.4 Land Use Categories

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

Commercial Marketplace (CM)

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

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

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

Mixed-Use Marketplace (MU-M)

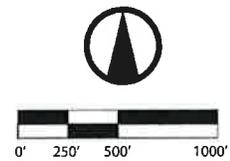
The “Mixed-Use Marketplace” land use category allows for residential uses, and with an Administrative Permit and applicable CEQA review, provides opportunities for the vertical or horizontal integration of housing with commercial services. MU-M does not, however, require a mix of uses and development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

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



LEGEND

-  Commercial Marketplace (CM)
-  Mixed-Use Marketplace (MU-M)



Source: RE|Solutions LLC, 2017

Figure 3.4a Land Use Categories

3.5 Transfers of Commercial Square Footage or Residential Units

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

4.0 LAND USE ILLUSTRATIVE

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

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

Table 4.0 ¹		
Land Use Summary: Planning Areas 1, 2 and 3, and Development District 3 ²		
Land Use Type	Specific Plan Land Use Category	Units or Square Footage
Development District 3 (11 Acres)		
Residential	MU-M ³	300 units
Subtotal		300 units
Planning Area 1 (15 Acres)		
Residential	MU-M	1,250 units
Subtotal		1,250 units
Planning Area 2 (46 Acres)⁴		
Regional Commercial	CM	696,500 sf
Restaurant	CM	15,000 sf ⁵
Subtotal		711,500 sf
Planning Area 3 (96 Acres)		
Regional Retail Commercial	CM	585,000 sf
Neighborhood-Serving Commercial	CM	90,000 sf
Restaurant	CM	85,000 sf
Commercial Recreation/Entertainment	CM	130,000 sf
Hotel	CM	233,333 sf (including 350 hotel rooms)
Subtotal		1,123,333 sf⁶
TOTAL		1,834,833 sf 1,550 units

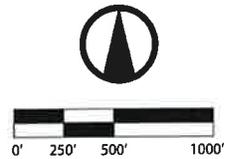
- Variations in square footage and types of commercial uses and location and number of residential units in each Planning Area may occur at the time of final design, depending upon the product identified for development. Change of restaurant uses to regional commercial uses is permitted; change of commercial square footage to restaurant square footage is also allowed, subject to the approval of an administrative permit, and any further environmental review required under CEQA, as applicable.
- Residential units may be transferred from PA 1 to the portion of PA 2 shown in Figure 6.1a, provided such transfer does not cause an exceedance of the then allowable residential density under the General Plan or this Specific Plan, or the maximum unit count of 1,250 units. The transfer of residential units shall not require a corresponding decrease in maximum permitted commercial square footage. Similarly, commercial square footage may be transferred among PA 1, PA 2 and PA 3 provided that the proposed development does not exceed the maximum allowable commercial square footage for the Project Site as a whole or the FAR within each individual Planning Area, and the transfer of commercial square footage shall not require a corresponding decrease in maximum number or density of residential units permitted.
- The MU-M category allows for residential and, in PA 1 only with an administrative permit, commercial development and mixed-use development. Commercial or mixed-use development within PA 1 may require further environmental review under CEQA, as applicable. Although commercial or mixed-use development within DD3 is permitted under the MU-M land use category, DD3 is not provided with an allocation of commercial square footage under this Specific Plan. Therefore, although commercial uses typically would be permitted on DD3 under the MU-M land use category, in order to obtain an allocation of commercial square footage, a Specific Plan amendment and additional CEQA review as applicable would be required.
- All regional commercial uses, including outlet, are permitted in PA 2.
- The 15,000 sf allocated for “restaurant” uses are intended to address full service restaurant uses in PA 2, if any. All other food service uses, including, without limitation, VIP lounges, food halls, kiosks, and similar food or beverage serving uses, shall be included in the GBA square footage for regional commercial established above for PA 2.
- Includes 350 hotel rooms.



LEGEND

- General Commercial
- Regional Commercial
- Hotel
- Residential

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



Source: RE|Solutions LLC, 2017

Figure 4.0a Concept Project Illustrative

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5.0 PLAN ELEMENTS

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

5.1 Circulation Concept

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

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

5.1.1 Regional Access

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

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

5.1.2 Internal Circulation

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

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

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

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

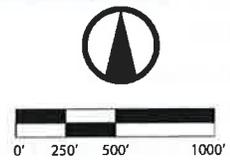
Access points for Planning Areas 1, 2 and 3 would include the intersections of Del Amo Boulevard and Street B and Main Street and Street A, as well as the Avalon Boulevard exit from I-405. The primary ingress and egress location for DD3 would be provided at the intersection of Del Amo Boulevard and Street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

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



LEGEND

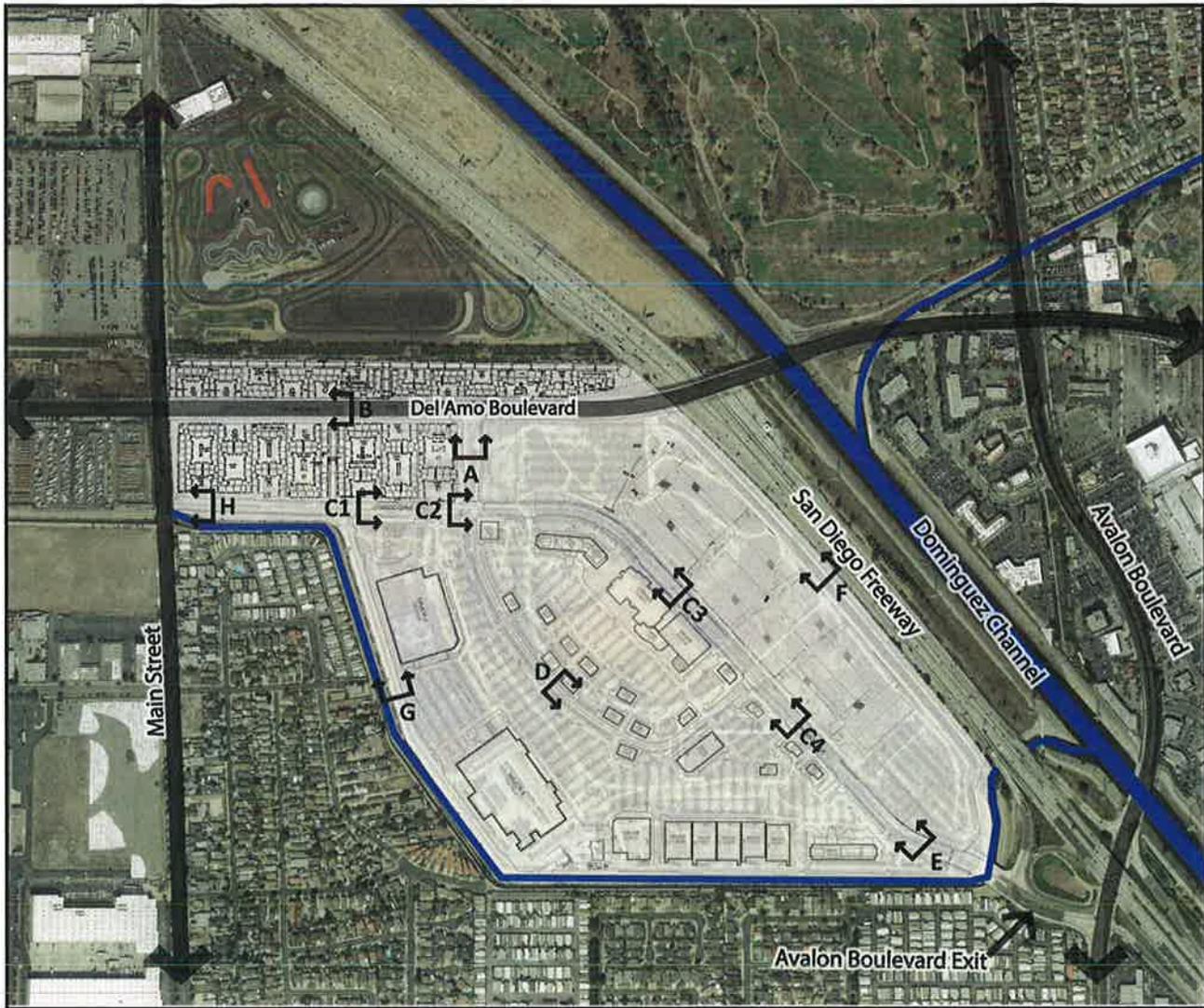
-  Street A
-  Street B (Del Amo Entry)
-  Street B (Typical)
-  MTA Route 45
-  MTA Route 246
-  MTA Route 205
-  Potential Bus Pullout or Traffic Lane Bus Stop
-  Signalized Access
-  Right-In/Right-Out Access
-  Torrance Lateral Channel



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

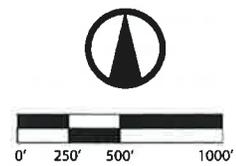
Source: RE|Solutions LLC, 2017

Figure 5.1a Vehicular Circulation Concept



LEGEND

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

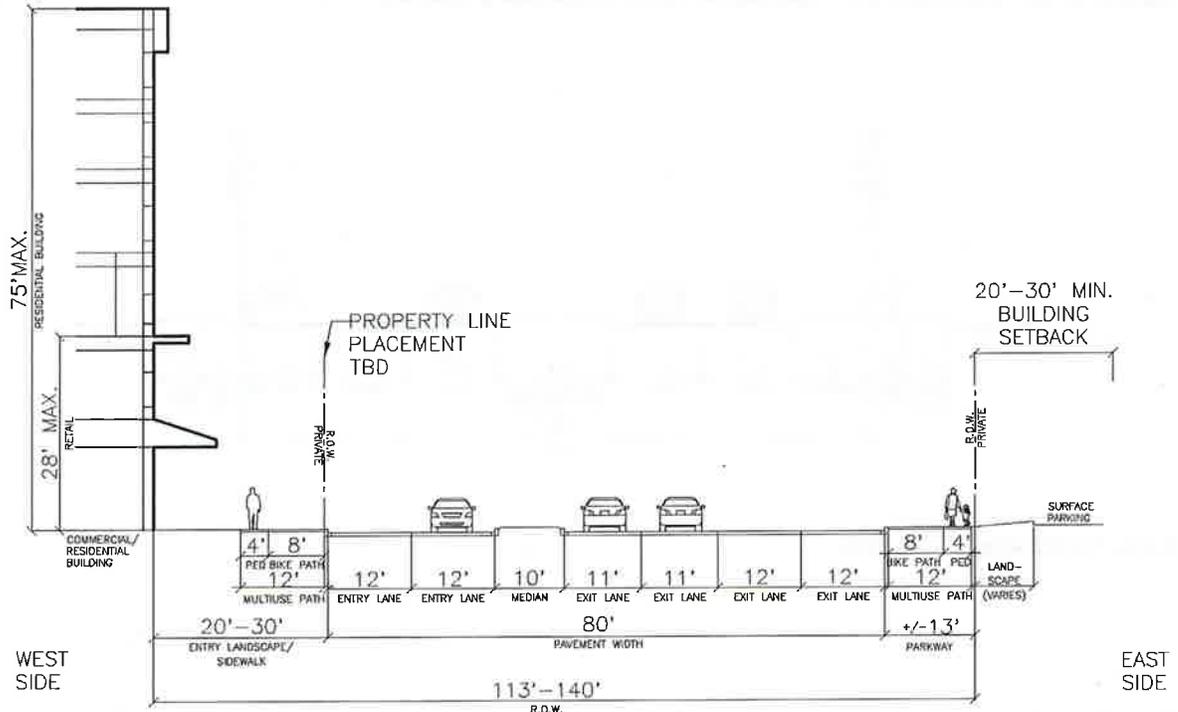


Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 5.1b Concept Circulation Sections

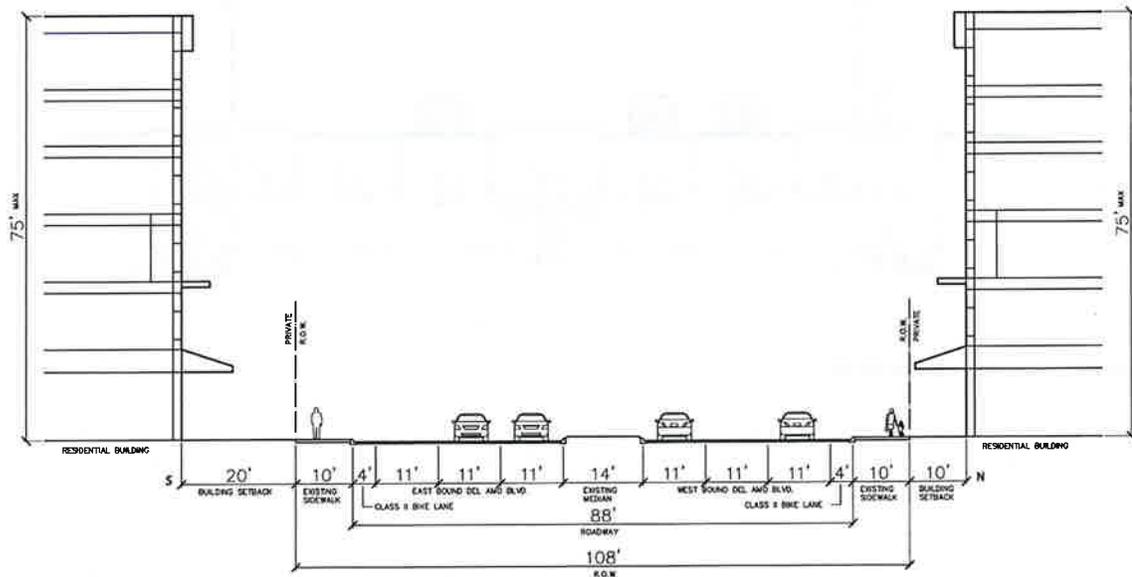
Figure 5.1c Section A - Del Amo Entrance



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

Source: RE|Solutions LLC, 2017

Figure 5.1d Section B - Del Amo Boulevard

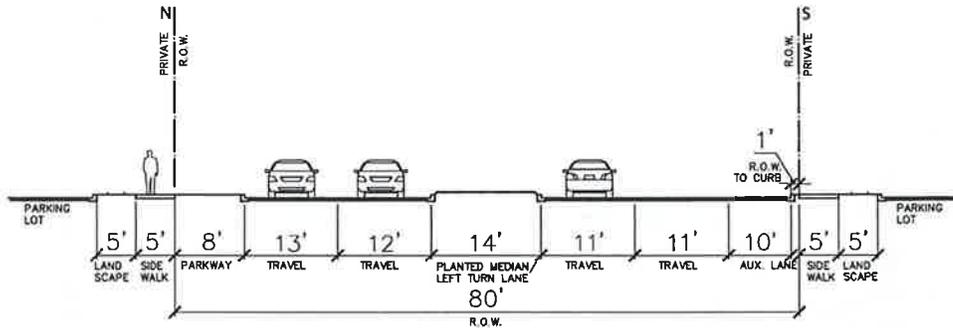


Source: The Planning Center, 2010.

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

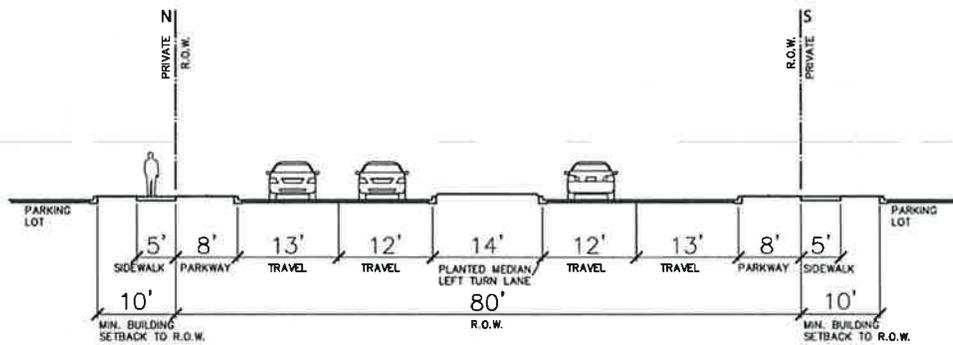
Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.1e Section C1 - Street A with Auxiliary Lanes



Source: The Planning Center, 2010.

Figure 5.1f Section C2 - Street A without Auxiliary Lanes

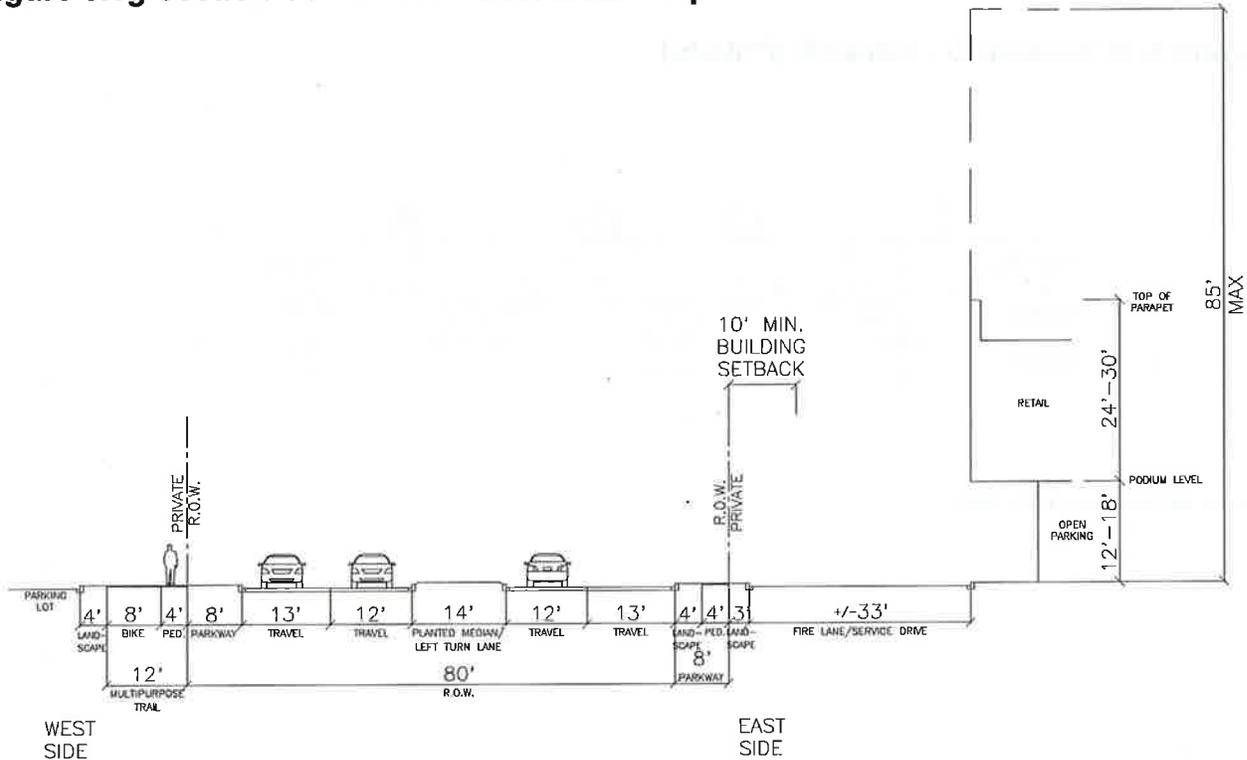


Source: The Planning Center, 2010.

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

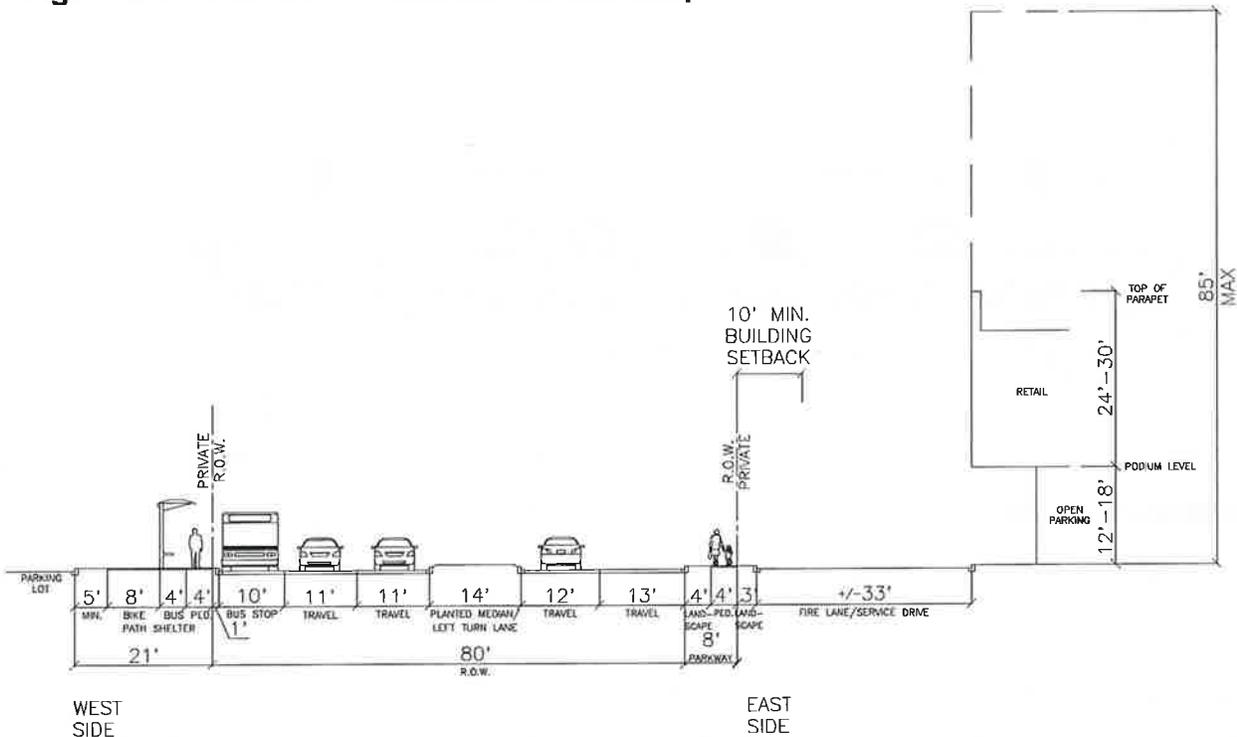
Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

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



Source: RE|Solutions LLC, 2017

Figure 5.1h Section C4 - Street A at Bus Stop

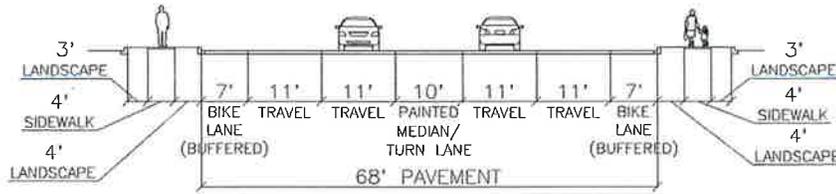


Source: RE|Solutions LLC, 2017

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

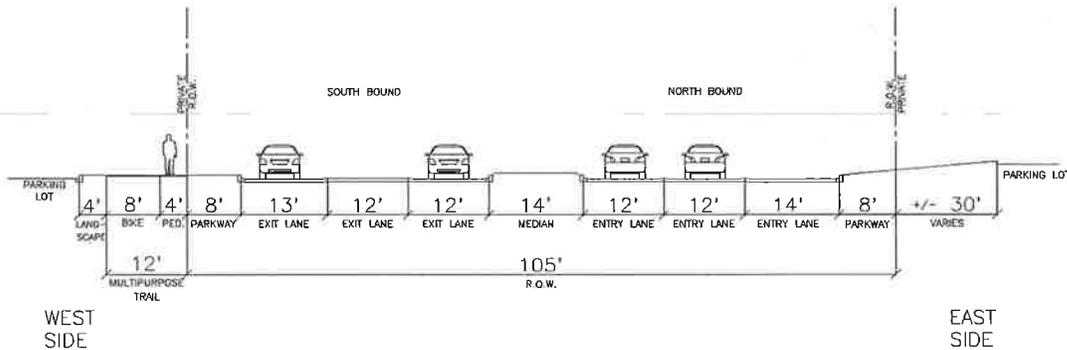
Note: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.1i Section D - Street B (Private)



Source: RE|Solutions LLC, 2017

Figure 5.1j Section E - Avalon Entrance

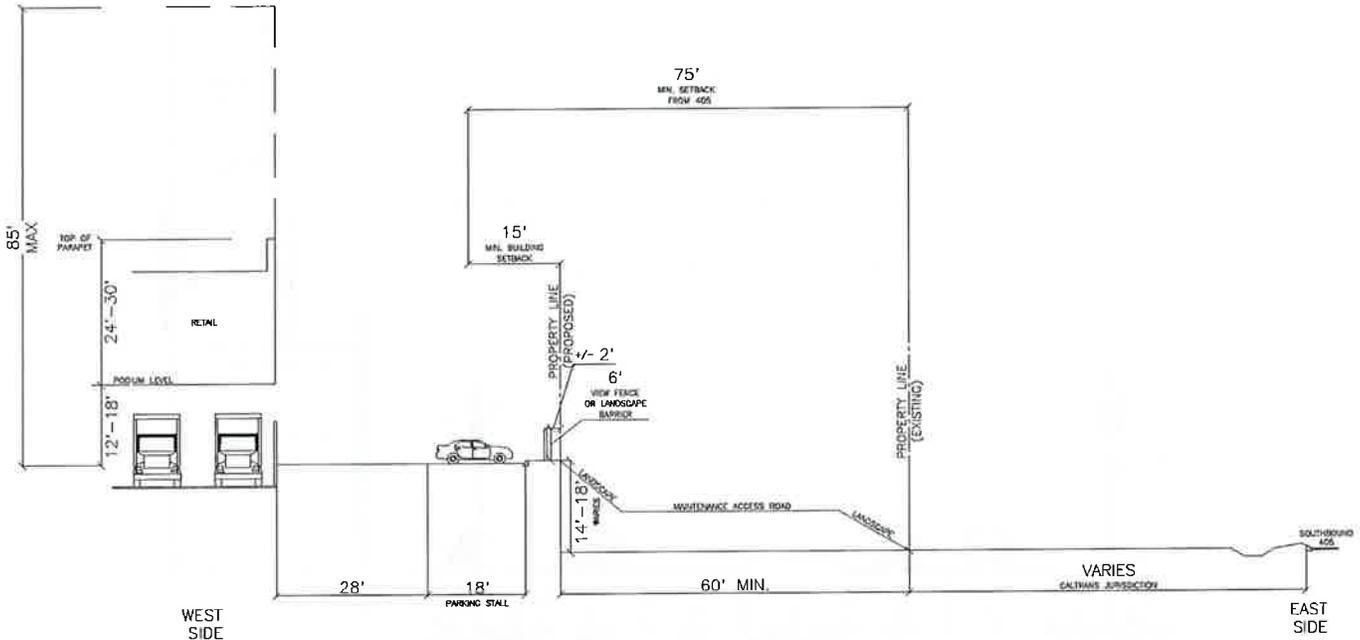


Source: RE|Solutions LLC, 2017

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

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

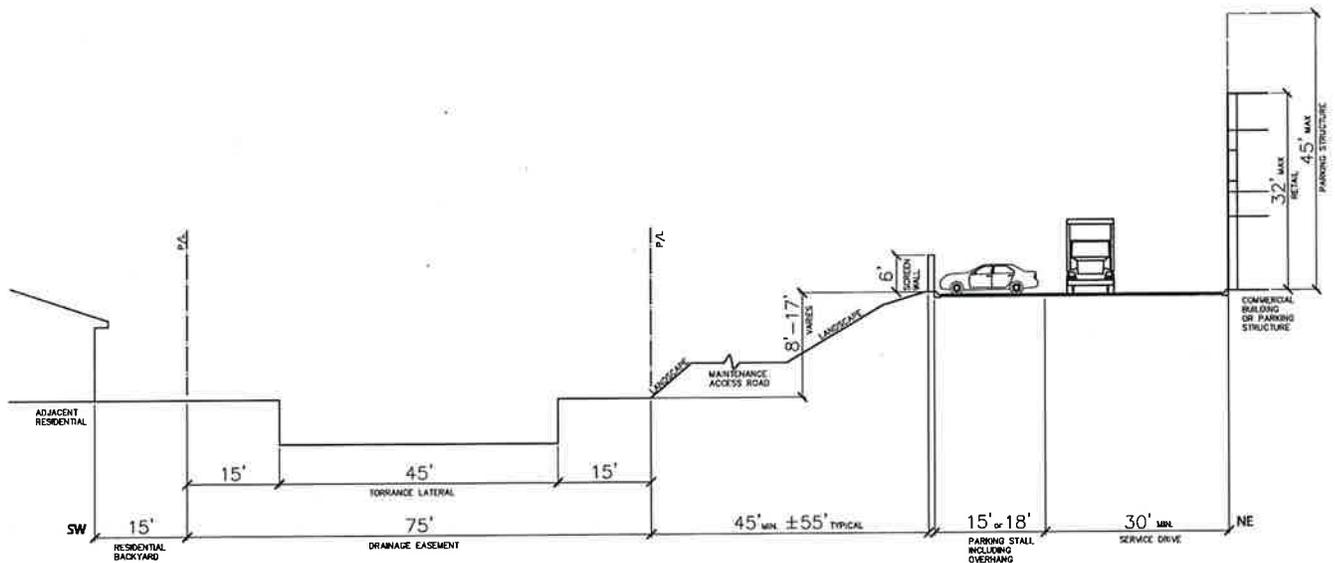
Figure 5.1k Section F - Freeway Edge (I-405/Project Interface)



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

Source: RE|Solutions LLC, 2017

Figure 5.1l Section G - Channel-Adjacent Slope (Residential/Project Interface)



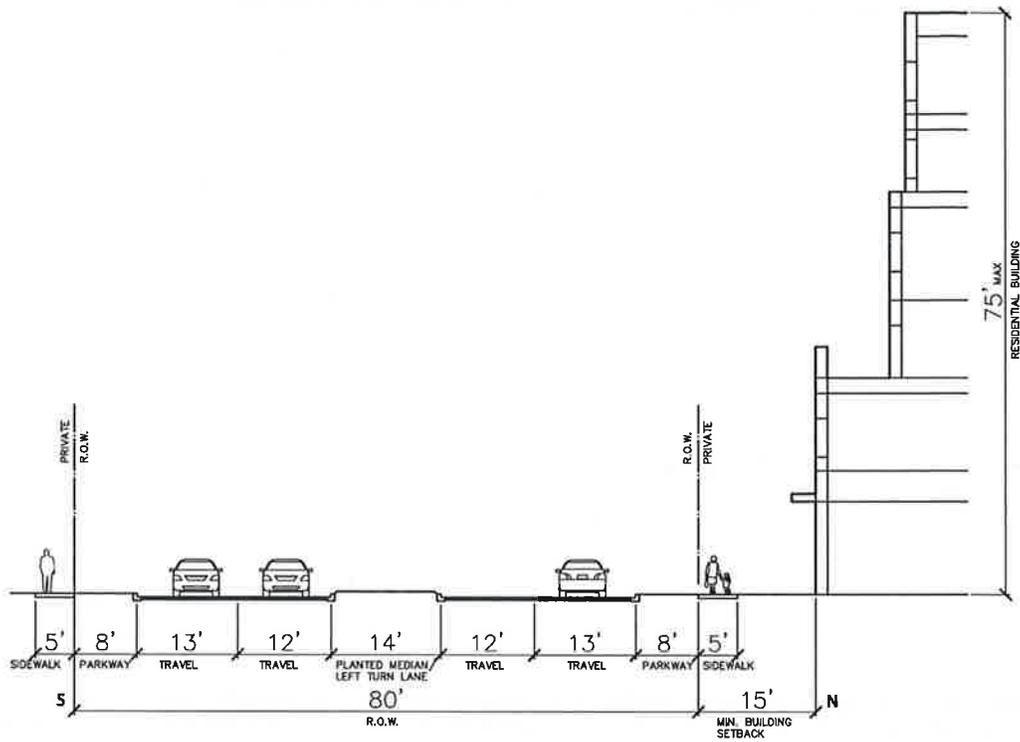
Note: Parking stall presence varies according to location of section along the channel. Parking stall is optional.

Source: The Planning Center, 2010.

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

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

Figure 5.1m Section H - Main Street Entrance



Source: The Planning Center, 2010.

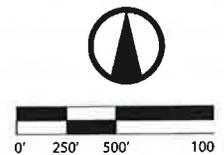
Note: When sidewalks and/or walkways are located outside the public right-of-way, an easement may be required to allow for public access.

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



LEGEND

- Buffered Bike Lane
- Bike Lane
- Colored Buffered Bike Lane
- Colored Bike Lane
- Bike Path (Multi-Purpose Trail)
- Bike Path - Alternative to Buffered Bike Lane on Street B
- Road Diet
- Primary Pedestrian Path
- M Potential Bus Pullout or Traffic Lane Bus Stop



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

Source: RE|Solutions LLC, 2017

Figure 5.1n Non-Vehicular Circulation Concept

5.1.3 Parking

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

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

5.1.4 Pedestrian and Bicycle Circulation

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

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

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

5.1.5 Public Transportation

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

5.2 Open Space/Recreation

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

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

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

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

5.3 Public Services and Infrastructure

5.3.1 Police and Fire

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

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

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

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

5.3.2 Drainage

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

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

of buildings over these utility corridors, where feasible. A conceptual map of the drainage system is provided in Figure 5.3a.

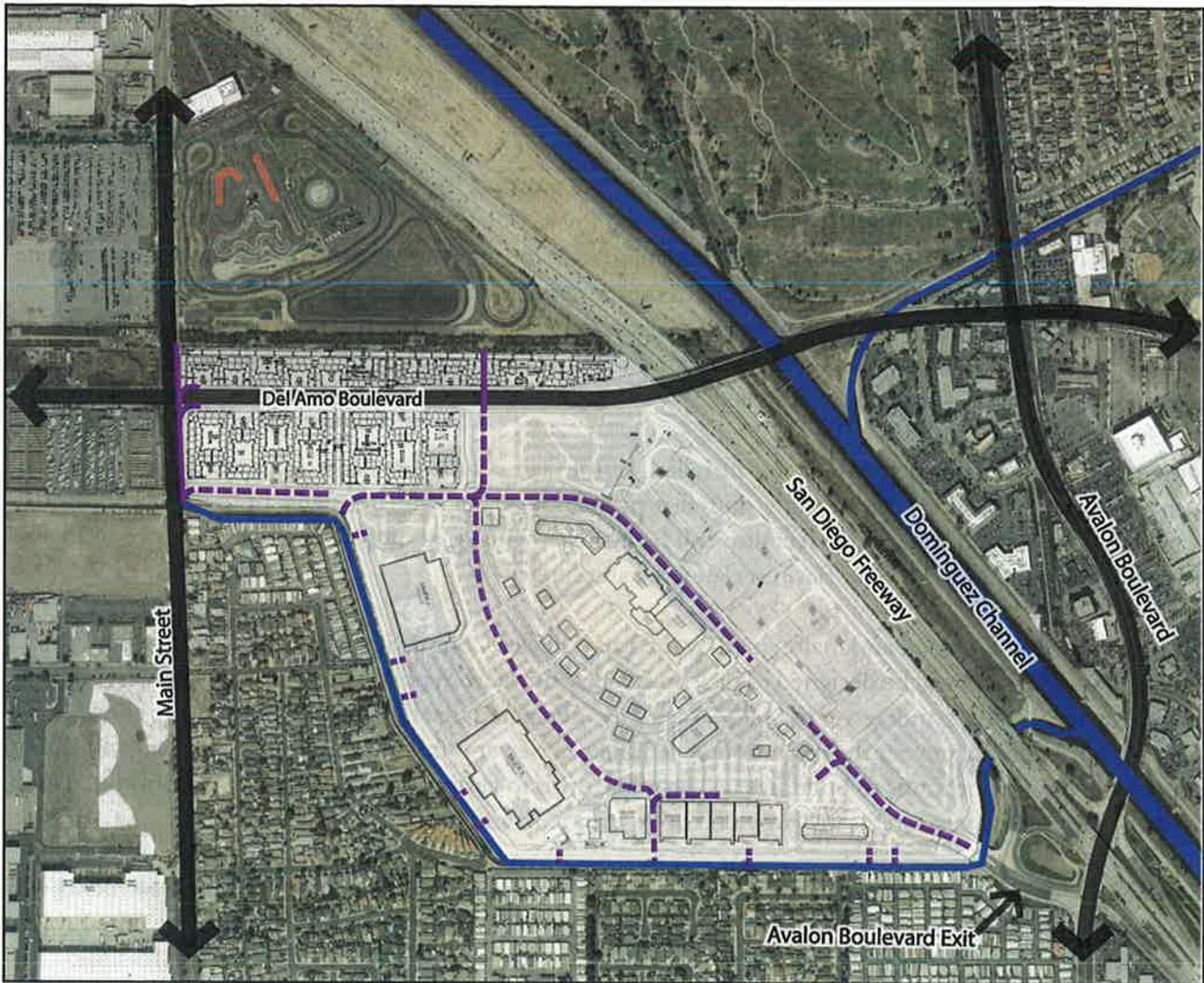
5.3.3 Water and Sewer Systems

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

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

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

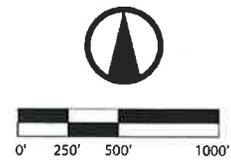
Water and sewer systems will generally remain in their current location in utility corridors. Easements will be granted for those portions of these utility corridors that fall outside of public right-of-way. The Project Site will be designed to avoid the placement of buildings over these utility corridors,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



LEGEND

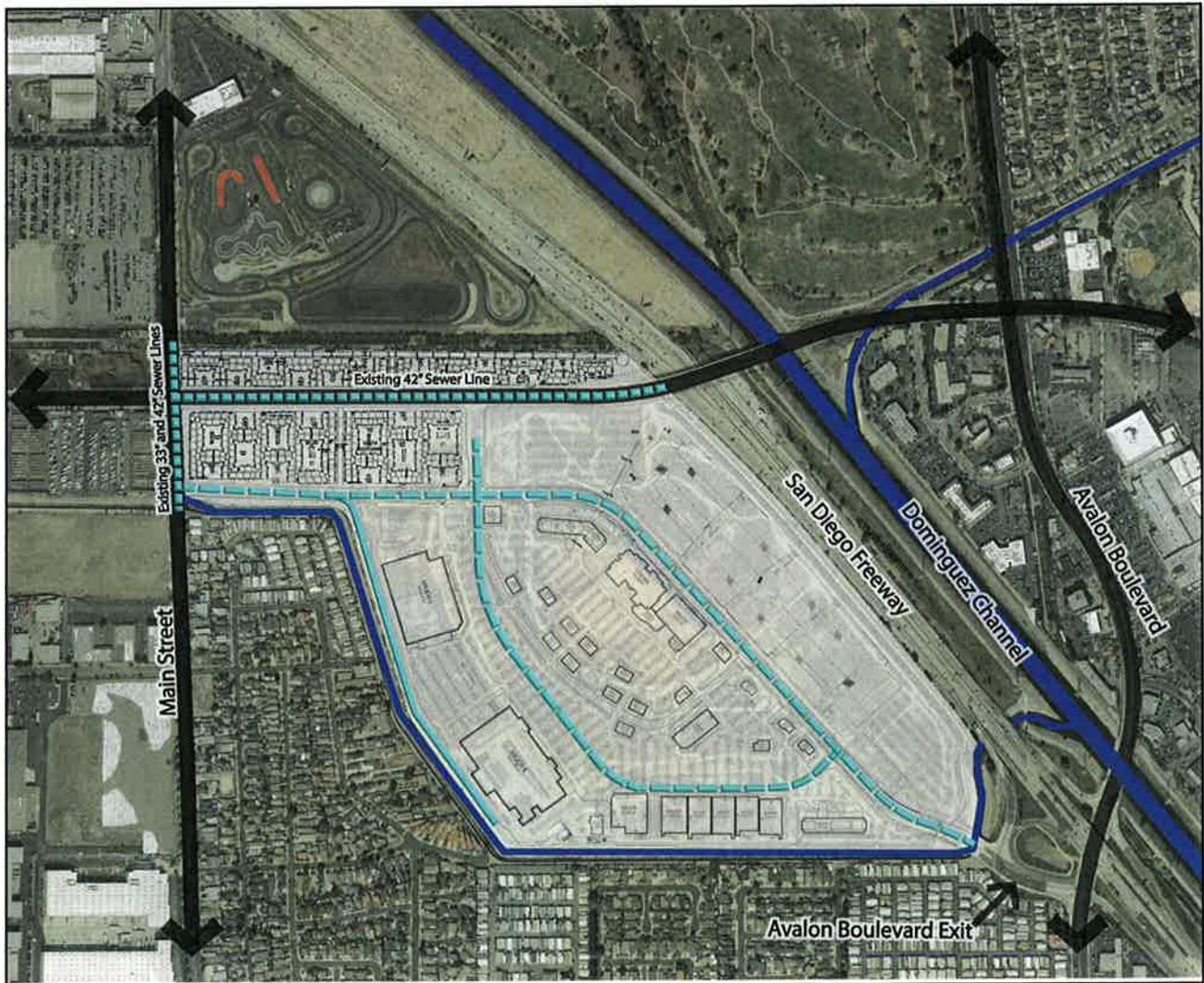
- Existing Storm Drain
- Proposed Storm Drain

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



Source: RE|Solutions LLC, 2017

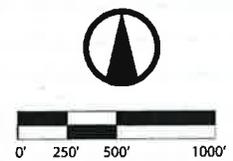
Figure 5.3a Storm Drainage Concept



LEGEND

-  Existing Sewer Line
-  Proposed Public Sewer Line
-  Proposed Private Sewer Line

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



Source: RE|Solutions LLC, 2017

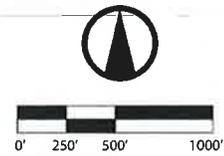
Figure 5.3b Sanitary Sewer Concept



LEGEND

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

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



Source: RE|Solutions LLC, 2017

Figure 5.3c Domestic and Reclaimed Water Concept

5.3.4 Electricity and Solid Waste

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

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

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

5.3.5 Grading, Subsurface Remediation and Cap

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

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

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

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

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

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

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

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

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

6.0 DEVELOPMENT STANDARDS

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

6.1 Permitted Uses

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

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

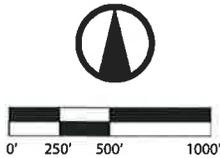
Additionally, Site Plan and Design Review (also referred to as a Design Overlay Review (DOR)) shall be required as set forth in Table 8.1 and Section 8.1.6.

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



LEGEND

- Planning Area 1
- Planning Area 2
- Planning Area 3
- Development District 3
- Residential Permitted (By Right or with Administrative Permit)



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

Source: RE|Solutions LLC, 2017

Figure 6.1a Permitted Residential Areas

Table 6.1 Permitted Uses					
P-----	Automatically Permitted Use				
A-----	Use Permitted with an Administrative Permit				
C-----	Use Permitted on Approval of a Conditional Use Permit				
[blank cell]-----	Not Permitted				
Use Category	Typical Permitted Uses	MU-M		CM	
		DD3	PA 1	PA 2	PA 3
Retail					
Food Sales and Service and Eating and Drinking Establishments	Bars/Night Club/Lounges serving beverages for consumption on premises	C	C	C	C
	Drive-in or drive-through restaurants	A	A		A
	Food catering (only direct retail sales or retail distribution)	A	A	P	P
	Food store: supermarket, grocery, fish, meat, fruits and vegetables	A	A		P
	Full service restaurant	A	A	P	P
	Member-invited VIP lounge with alcohol ancillary to outlet center			P	
	Retail bakery, pastry, candy, health food, other foods or ancillary uses (not supermarket or grocery)	A	A	P	P
	Take-out food, fast food (not drive-in or drive-through)	A	A	P	A
Health	Medical or dental laboratory (as an incidental use in a medical/dental office building or clinic)			A	A
	Medical or dental office or clinic, public health center ¹	A		P	A
	Optical services (for the fitting, grinding or mounting of eyeglasses)	A	A	P	A
	Pharmacy	A			A
Office ¹	Business, professional, financial, insurance, real estate, utility payments, telegraph, telephone answering service, messenger service, advertising, newspaper or publishing (no printing), ticket agency, travel agency, employment agency, collection agency, detective agency, security service	A	A	P	A
	Wholesale business, manufacturer's agent, broker (no storage or deliveries other than samples)				A
Public Assembly and Entertainment	Arcade, pool hall, night club			C	C
	Auditorium, meeting hall, wedding chapel, event hall ¹	A	A	A	A
	Community center, lodge hall, private club	A	A	P	P
	Indoor golf range	A	A		P
	Indoor theater (motion picture or live stage)		A	P	P
	Outdoor theater (live stage, not a drive-in)	C	C		P
	Outdoor performances, concerts and entertainment ²		A	A/P	A/P
	Single- or multi-purpose recreation facilities such as golf range, ice skating and bowling ³	A	A		A

**Table 6.1
Permitted Uses**

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

Table 6.1 Permitted Uses					
P-----	Automatically Permitted Use				
A-----	Use Permitted with an Administrative Permit				
C-----	Use Permitted on Approval of a Conditional Use Permit				
[blank cell]-----	Not Permitted				
Use Category	Typical Permitted Uses	MU-M		CM	
		DD3	PA 1	PA 2	PA 3
Studios	Costume design, interior decoration, photography, writing, drama, dance, music, arts and crafts (including stained glass) ⁸	A	A		P
	Motion pictures (indoor) ⁹		C		P
	Radio, television, recording	A	A		P
Residential/Mixed-Use					
Residential/Mixed-Use	Adult Care Facility		A		
	At-grade apartments, townhomes, condominiums	P			
	Elevated apartments, townhomes, condominiums ¹⁰	P	P	A	
	Live-Work Residential	A	A	A	
Parking					
Parking	Parking lot, parking building/structure or shared parking facilities associated with an approved use	P	P	P	P
	Parking lot or structure - primary use	C	C	C	C
Accessory Uses¹¹					
Public Park or Playground	Park, playground	P	P	P	P
Private Recreational Facilities	Swimming pool, tennis court, skating rink, gym/fitness center (if center is ancillary to residential uses)	P	P	A	
Passenger Station	Bus station, rail station, taxi stand	P	P	P	P
Alcoholic Beverage Sales and Service	Alcoholic beverage sales and service in conjunction with a restaurant, department store, drugstore, supermarket	A	A	P	P
	Alcoholic beverage sales and service in conjunction with take-out food, bar, indoor theater	C	C	C	C
Communication and Utilities Stations ¹²	Transmitter, receiver, or repeater station; gas distribution, control, or measurement station; electric distribution substation; pumping station; major wireless telecommunication facilities	C	C	C	C
	Minor telecommunication facilities	P	P	P	P
Temporary Uses¹³					
Offices	Contractor office, real estate office, office flex space, election campaign office	P	P	P	P
Outdoor Sales	Sidewalk, parking lot, and tent sales; Christmas tree sales; pumpkin sales; food trucks	A	A	A	A
Outdoor Festivals	Farmer's market, carnival			P	P
Programmed Events ¹⁴	Scheduled events ancillary to retail uses	A	A	A	A

6. DEVELOPMENT STANDARDS

Prohibited Uses
Adult businesses
Bail bonds
Check cashing services, payday loan services and deferred deposit
Convenience store (other than upscale convenience store in PA 2)
Firework stands
Thrift store, pawn shop, salvation army type store, "army surplus" or "second hand store" other than upscale pre-owned clothing and accessories in PA 2.
<ol style="list-style-type: none"> 1. Where the referenced use is permitted or permitted with permit (a) total gross leasable area within a Planning Area for any one such use shall not exceed 5 percent and (b) uses that do not generate sales tax shall not exceed 10 percent in the aggregate of the gross leasable area within a Planning Area. The applicant shall provide the City with documentation to ensure these limits are adhered to prior to issuance of a business license for automatically permitted uses or prior to the approval of an Administrative Permit. 2. At Community Development Director discretion, an Administrative Permit may be required for events anticipated to attract large crowds or which could have security or public health or safety considerations. Smaller scale events shall be allowed by right. 3. Not to include stadium or arena 4. See CMC 9138.22 and 9182.25. 5. Ord. 86-763U, §1; Ord. 87-813, §1. 6. Gas stations and auto repair shall only be permitted when related to retail stores of 50,000 square feet or more. 7. See CMC 9138.15 8. Where the referenced use is permitted or permitted with permit, total gross leasable area within a Planning Area for such uses that do not generate sales tax shall not exceed 20 percent in the aggregate of the gross leasable area within a Planning Area. 9. See CMC 9133. 10. Residential Uses in PA 1 requiring a General Plan Amendment shall require a CUP. All other residential uses in PA 1 shall be permitted. 11. Accessory use: a use of the land or of a building which is: (1) clearly incidental and subordinate to the principal use of the land or building; (2) located on the same lot with the principal use; (3) not a generator of additional auto trips, parking needs, or adverse environmental impacts; and (4) occupies equal to or less than 10 percent of the area of the principal use. Where more than one accessory use occurs on a development project site, the total aggregate of all accessory uses must be equal to or less than 10 percent. 12. Major wireless telecommunication facilities shall be permitted subject to a Conditional Use Permit and the requirements of Section 9138.16 of the Carson Municipal Code. Minor wireless telecommunication facilities, as defined in Section 9138.16 of the Carson Municipal Code, are permitted by right and do not require a Conditional Use Permit. 13. For temporary uses, the Community Development Director has discretion whether to require design review. 14. A calendar of programmed events shall be submitted annually for review and approval by the Community Development Director. Additional events may be added to the annual calendar and approved on an individual basis throughout the year.

6.2 General Development Standards

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

Table 6.2-1 General Development Standards				
Topic	Mixed-Use Marketplace (MU-M)		Commercial Marketplace (CM)	
	DD3	PA 1	PA 2	PA 3
Density/Intensity				
At-grade multi-family	60 du/ac max.	n/a	n/a	
Elevated multi-family	60 du/ac max.	60 du/ac max. ¹	60 du/ac max. (with AP)	n/a
Vertical mix of uses ²	Commercial not to exceed .5 FAR and residential not to exceed 60 du/ac ¹		Commercial not to exceed .5 FAR and residential not to exceed 60 du/ac	n/a
Commercial uses (including hotel)	0.5 FAR max.		0.5 FAR max.	
Building Setbacks				
Perimeter Setbacks:				
Interstate 405	110 feet min.	n/a	75 feet min.	n/a
Del Amo Boulevard	10 feet	20 feet	10 feet	
Main Street	10 feet	20 feet	n/a	20 feet
Northern Border (north of DD3)	20 feet	n/a	n/a	
Storm Channel	n/a		70 feet min. from property line for commercial buildings with base building height up to 52 feet; 250 feet min. from property line for commercial buildings with base building height over 52 feet	
Internal Setbacks				
Building to Street B within Del Amo Entry Area	n/a	20 feet min. from the back of curb for buildings with base building height up to 28 feet; 30 feet min. from the back of curb for buildings with base building height greater than 28 feet	20 feet min. from the back of curb for buildings with base building height up to 28 feet; 30 feet min. from the back of curb for buildings with base building height greater than 28 feet	n/a

**Table 6.2-1
General Development Standards**

Topic	Mixed-Use Marketplace (MU-M)		Commercial Marketplace (CM)	
	DD3	PA 1	PA 2	PA 3
Commercial building to Street A/ Street B other than Del Amo Entry Area	Street A: 10 feet min. from the property line Street B: 10 feet min. from the property line, or if private street, 10 feet min. from the back of curb		Street A: 10 feet min. from the property line	Street A and Street B: 10 feet min. from the property line, or if private street, 10 feet min. from the back of curb
Residential building to Street A/ Street B other than Del Amo Entry Area	15 feet min. from the property line		Street A: 15 feet min. from the property line	n/a
Commercial building to commercial building (if detached)	20 feet min. from building to building		20 feet min. from building to building	
Residential building to commercial building or parking structure (if detached)	25 feet min. from building to building		25 feet min. from building to building	n/a
Encroachments³				
Encroachments	See Municipal Code §9126.29/§9136.29		See Municipal Code §9126.29/§9136.29	
Sidewalks/Walkways/Parkways⁴				
Internal Sidewalk Widths	4 feet min.		4 feet min.	
Adjacent to:				
Street A	8 foot parkway min.		8 foot parkway min.	
Del Amo Entry Area	10 foot parkway min.		10 foot parkway min.	
Street B	5 feet min.		5 feet min.	
Multi-Purpose Path	8 feet minimum of bike path, 4 feet minimum of pedestrian path (may be attached)		n/a	8 feet minimum of bike path, 4 feet minimum of pedestrian path (may be attached)
Open Space⁵				
Private Open Space ⁶	Development 25 du/ac or more in density: studios and 1 bedroom: 60 square feet average, 50 square feet min. per unit; 2 bedrooms: 75 square feet average, 65 square feet min. per unit; 3+ bedrooms: 100 square feet average, 80 square feet min. per unit; all with a minimum dimension of 5 feet in any direction Development less than 25 du/ac in density: 100 square feet min. per unit, with a minimum of 5 feet in any direction		PA 1 standards applicable to residential development with approval of Administrative Permit	n/a

**Table 6.2-1
General Development Standards**

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

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

**Table 6.2-2
Building Height Development Standards**

USE	AREA	BASE BUILDING	WITH SECONDARY FEATURES ¹		WITH MAJOR FEATURES ¹	
		Max. Height	Max. Height	Max. Width of Feature (% of elevation length)	Max. Height	Max. Width of Feature (% of elevation length)
RESIDENTIAL						
Multifamily ²	n/a	75 feet	75 feet	n/a	75 feet	n/a
COMMERCIAL						
Retail	>100,001 SF	32 feet	42 feet	30%	52 feet	15%
Retail	60,001-100,000 SF	30 feet	38 feet		48 feet	20%
Retail	40,001-60,000 SF	28 feet	36 feet		46 feet	30%
Retail	15,001-40,000 SF	28 feet	34 feet		44 feet	40%
Retail	<15,000 SF	26 feet	30 feet		36 feet	50%
Theater	n/a	60 feet	70 feet		80 feet	20%
Hotel	n/a	75 feet	79 feet	85 feet	15%	
Commercial - Elevated Podium ³	n/a	85 feet	85 feet	n/a	85 feet	n/a
MIXED-USE						
Vertical mix of uses: two story office/retail over at-grade retail	10,000-30,000 SF	35 feet	40 feet	30%	45 feet	30%
Other vertical mix of uses ^{2,3}	n/a	75-85 feet	75-85 feet	n/a	75-85 feet	n/a
PARKING						
Parking Structure ⁴	n/a	45 feet	50 feet	n/a	55 feet	n/a
ACCESSORY STRUCTURES						
Accessory Storage	maximum height to be determined according to standard for principal use					
<ol style="list-style-type: none"> Major and secondary features are building elements that are added to building faces to provide architectural interest, without adding to interior floor area. Major features are more prominent than secondary features, and are often used to focus visual attention with a vertical element that rises above the base building. Major features may sometimes incorporate secondary features, which are physically connected to them. Where such secondary features are an integral part of the major feature, the overall assemblage can be considered collectively as the major feature, with the height limitation applying to the highest-most point of the assemblage. The maximum height of any living space in residential structures cannot exceed 74 feet, 11.9 inches, so as not to be classified as a high-rise structure as defined by Los Angeles County Fire Department regulations. The maximum height for Commercial - Elevated Podium and vertically mixed-use buildings is 85 feet when located within 1,000 feet of the project's easterly border (loosely defined as the I-405 freeway) as measured along the southern edge of Del Amo Boulevard. For buildings along the northern edge of Del Amo Boulevard or beyond the 1,000-foot area described above, the maximum height is 75 feet. Maximum parking structure height applies to the height of the primary structure only; elevator shafts are excluded. Maximum parking structure height does not apply to on-grade parking under Commercial - Elevated Podium retail. 						

6.3 Public Plazas

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

6.3.1 Public Plaza Requirements

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

public plaza space with other uses to provide larger plaza spaces that are centrally located and serve multiple buildings. Public plazas are encouraged to be contiguous and connected via landscaped pedestrian walkways. In addition, public plazas are strongly encouraged to be buffered from parking and drive aisle areas.

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

6.4 Landscaping

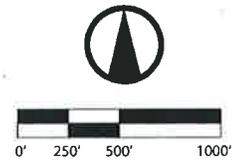
6.4.1 General Provisions

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



LEGEND

- Del Amo/Main Street Edge Landscaping
- Interior Streetscape
- Torrance Lateral Edge
- Freeway Edge
- Entertainment Area
- P Parking Lot
- Entry Landscape
- Torrance Lateral Channel



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

Source: RE|Solutions LLC, 2017

Figure 6.4a Concept Landscape Themes

6.4.2 Landscape Theme Areas

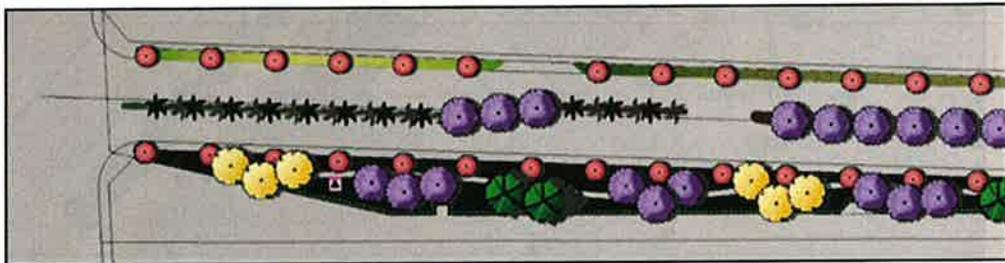
The District at South Bay includes several landscape theme areas with unique qualities or goals to address the diversity of edge conditions and planned uses. These themes are conceptual in nature and therefore not precise and will be clarified further during plan submittal. The following is a description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

Del Amo Boulevard and Main Street Edges

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

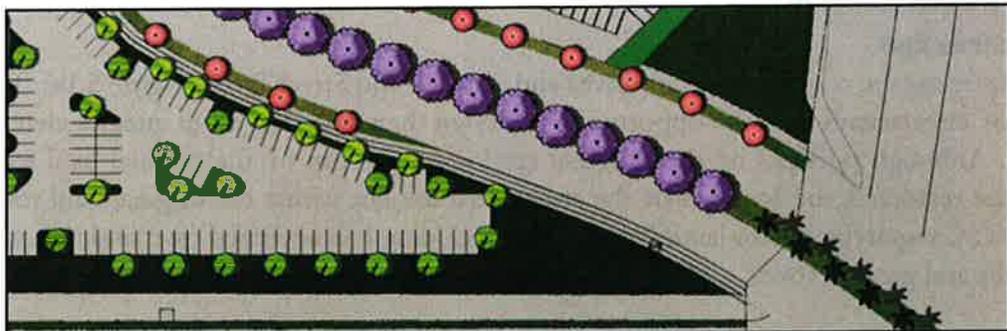
Entries

Points of access shall have landscaping that identifies the entries and clearly separates them from the surrounding context. To attract attention and create a focal point, entries shall typically have species that differ in height, color and texture from the streetscape treatment. See Figure 6.4a for the proposed entry landscape areas.



Source: CCA, 2017.

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



Source: CCA, 2017.

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

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

Freeway Edge

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

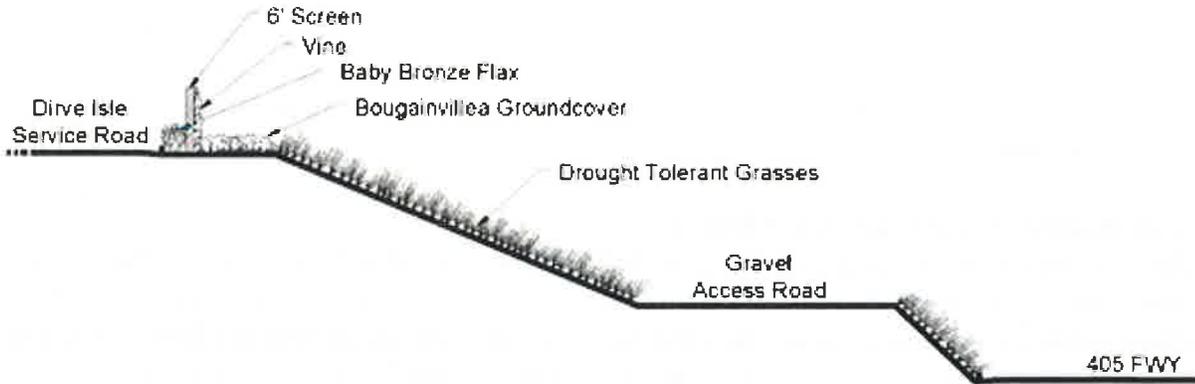


Figure 6.4d Conceptual Landscape for Freeway Edge

Entertainment Area

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



Source: CCA, 2017.

Figure 6.4e Conceptual Landscape for Entertainment Area

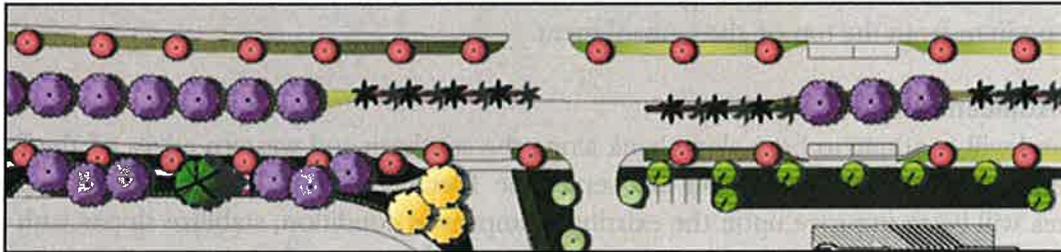
Note: Illustrations are purely conceptual in nature. Final landscaping to be determined with the submittal of a Development Plan.

Internal Streetscape

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

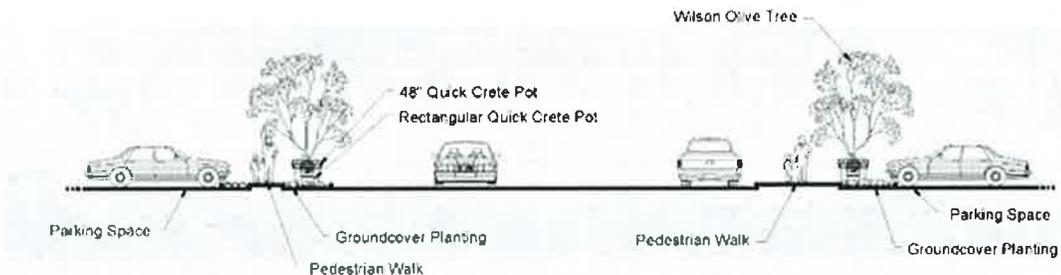
It is expected that these internal streets will typically have landscaped medians and edges (see Figures 6.4f and 6.4g). There shall be continuous shrub and ground-cover plantings in the medians and edges with vertical landscape and/or hardscape elements at an average of every 50 feet along the edges.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

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



Source: CCA, 2017.

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



Source: CCA, 2017.

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

Parking Lot

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

Parking Structure Edge

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

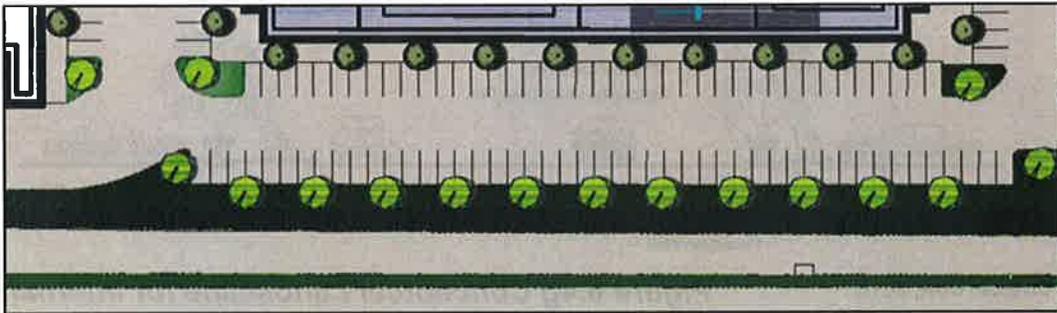
Note: Illustrations are purely conceptual in nature. Final landscaping to be determined with the submittal of a Development Plan.

Parking on Grade Under Podium (Commercial-Elevated Podium)

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

Channel-Adjacent Slope

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



Source: CCA, 2017.

Figure 6.4h Conceptual Landscape for Channel-Adjacent Slope

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



Source: CCA, 2005.

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

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



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

Source: CCA, 2005.

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

6.5 Walls and Fences

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

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

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

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

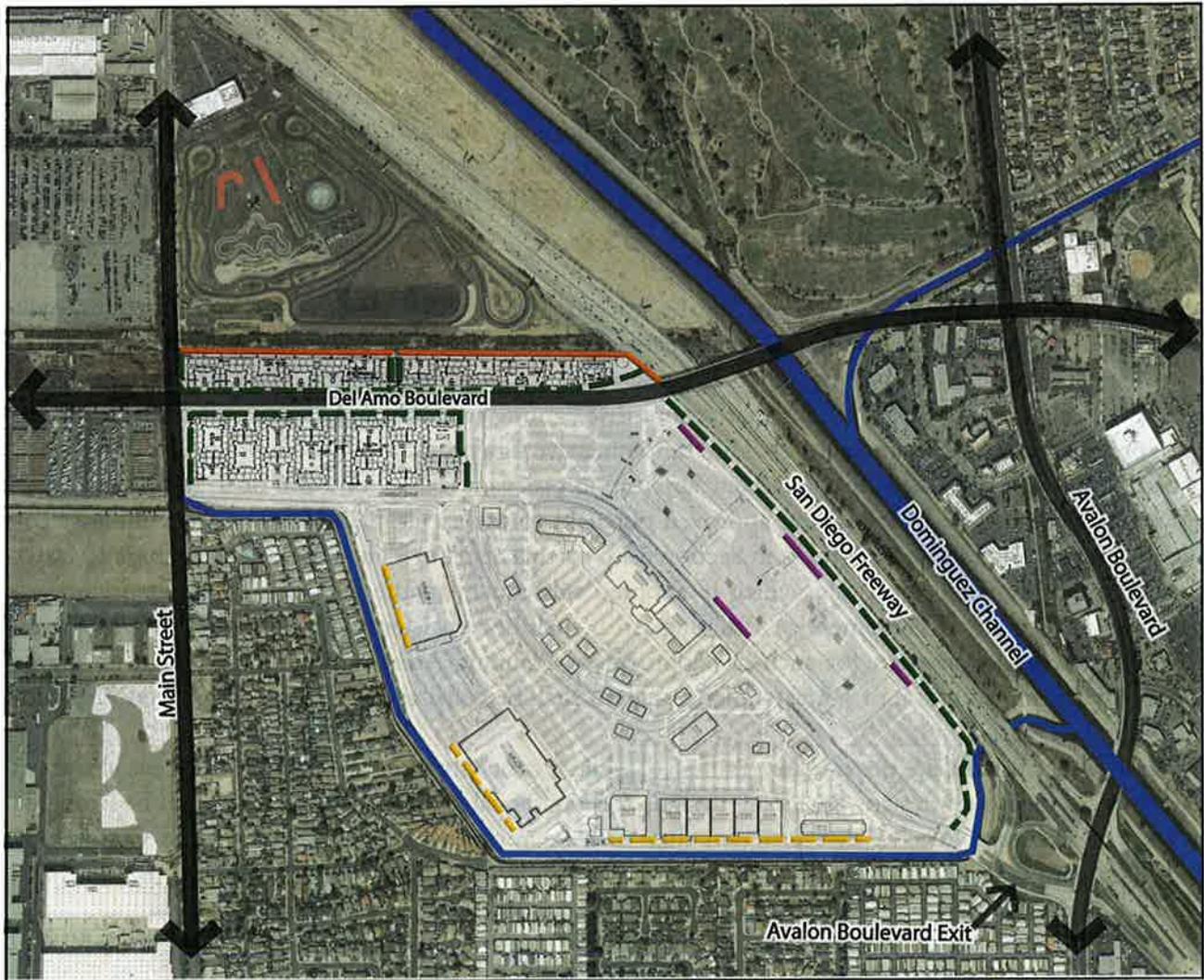
6.5.1 General Provisions

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

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

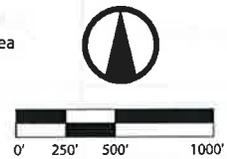
with the entries of adjacent commercial sites so that internal access opportunities between uses are maximized.

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



LEGEND

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



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

Source: RE|Solutions LLC, 2017

Figure 6.5a Conceptual Walls and Fences Locations

6.6 Signage

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

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

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

**Table 6.6
Sign Standards¹**

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

**Table 6.6
Sign Standards¹**

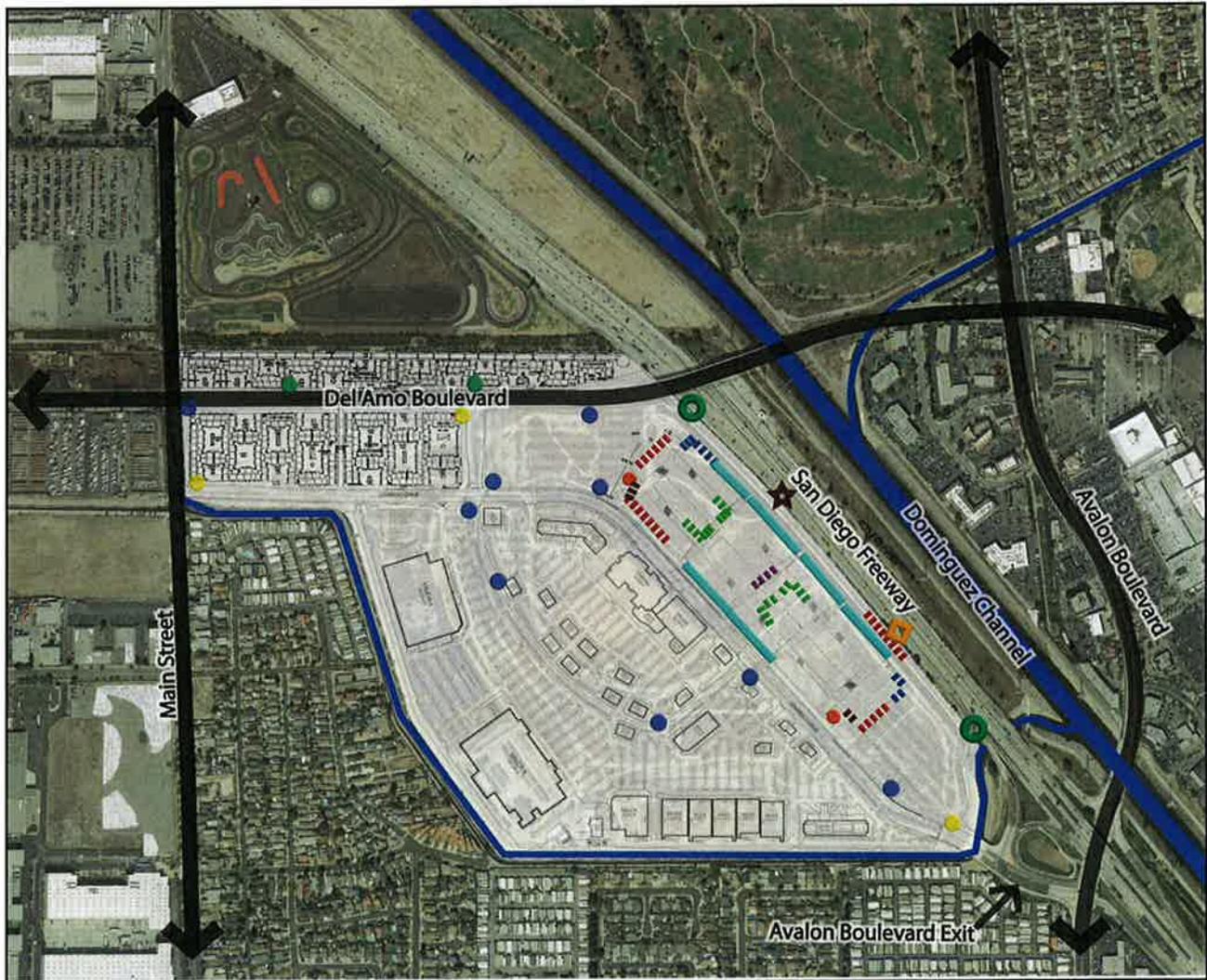
SIGN TYPE ²	MAXIMUM NUMBER ³	MAXIMUM SIGN DIMENSIONS		NOTES	MAX. NIGHTTIME LUMINANCE ⁴	
		Height	Width		Digital	Static
Freeway Icon Pylon: ^{5,6} Double Faced LED, Digital Display and Changeable Message (Options A and B)	1 – City of Carson	88 feet	48 feet	The base width will be 10 feet to 25 feet. If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

**Table 6.6
Sign Standards¹**

SIGN TYPE ²	MAXIMUM NUMBER ³	MAXIMUM SIGN DIMENSIONS		NOTES	MAX. NIGHTTIME LUMINANCE ⁴	
		Height	Width		Digital	Static
Parking Garage Signage and Commercial – Elevated Podium Wall Signage	Multiple – PA 2 Developer	30 feet	300 feet	The multiple letter and graphic signs for tenant names, and static billboard display shall be allowed on parking garage and commercial elevated - podium wall area facing Freeway, Street A, and site parking fields with 60 percent maximum wall coverage.	-	500 cd/m ²
Wall Mounted Project ID Exterior ⁷	2 – PA 2 Developer 2 – PA 2 Developer	12 feet 8 feet	330 feet 230 feet	Individual illuminated sign letters located on building wall.	-	500 cd/m ²
Plaza Project ID Exterior (Entry SW and NW corners)	2 – PA 2 Developer	10 feet	12 or 24 feet	Individual illuminated sign letters. 2 to 4 letters each location at grade level exterior plaza.	-	500 cd/m ²
Wall Billboard Exterior	4 – PA 2 Developer	20 feet	60 feet	Static billboards with external front illumination. Billboards allowed to extend above top of building wall. Billboards allowed to convert to digital LED display board in the future.	500 cd/m ²	500 cd/m ²
Wall Billboard Exterior	2 – PA 2 Developer	14 feet	48 feet	Static billboards with external front illumination. Billboards allowed to extend above top of building wall.	-	500 cd/m ²
Roof Billboard Interior	8 – PA 2 Developer	10 feet	34 feet	Static billboards with external front illumination. Billboards located on roof above top of building wall.	-	500 cd/m ²
Wall Billboard Interior	1 – PA 2 Developer	14 feet	48 feet	Static billboard with external front illumination. Billboard allowed to convert to digital LED display board in the future.	500 cd/m ²	500 cd/m ²
Integrated Identity Architectural Wall Graphic ⁸	6 – PA 2 Developer	(2) 27 feet (1) 24 feet (1) 24 feet (1) 24 feet (1) 24 feet	330 feet 265 feet 235 feet 220 feet 105 feet	Painted Project ID Name integrated into architectural wall vertical fin design	-	-

The number, area, type and location of wall mounted business ID signs for all Planning Areas shall be determined through the approval of a comprehensive sign program, and, if applicable, a Master Sign Program.

1. Except where noted for Freeway Icon Pylons for PA 2 and the City of Carson, no off-site advertising shall be permitted.
2. All free-standing signs may be double-sided.
3. For signs that are shared by PA 1 and PA 3, the Community Development Director shall determine the number of signs assigned to each Planning Area. The Community Development Director shall also have the authority to select Option A or Option B for the Freeway Icon Pylon Signs.
4. If any portion of the illuminated surface of the sign is visible from a residential use within 1,000 feet of said sign at night, then the proposed modified Project sign luminance shall be reduced to less than 300 cd/m² at night.
5. Signage adjacent to the freeway will comply with applicable Caltrans standards and requirements.
6. Prior to approval of any Development Plan or comprehensive sign program, the applicant requesting approval of a Development Plan or comprehensive sign program shall conduct a view analysis to determine the exact location of the freestanding freeway oriented signs to ensure maximum visibility and maximum usability of all freestanding signs. Every effort shall be made to preserve the visibility of the freeway oriented wall mounted signs for PA2.
7. Wall mounted project ID exterior signs may project above top of building wall.
8. Integrated Identity Graphics/Murals are not considered signage; they are considered as architectural features, which are excluded from permitted signage area.



LEGEND

-  Integrated Identity Architectural Wall Graphic (informational only, not included in permitted sign area)
-  Wall Mounted Project ID - Exterior
-  Wall Billboard - Exterior
-  Roof Billboard - Interior
-  Wall Billboard - Interior
-  Wall Billboard - Exterior (May Convert to LED)
-  Freeway Icon Pylon
-  Freeway Icon Pylon, Double Faced LED, Digital Display and Changeable Message
-  Freeway Icon Pylon, Double Faced LED, Digital Display and Changeable Message
-  North Del Amo Entry Element
-  Project Name ID
-  Entry Monument
-  Plaza Project ID - Exterior

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

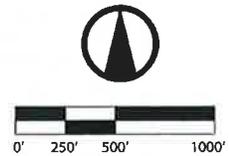
Source: RE|Solutions LLC, 2017

Figure 6.6a Conceptual Sign Locations: Option A



LEGEND

-  Integrated Identity Architectural Wall Graphic (informational only, not included in permitted sign area)
-  Wall Mounted Project ID - Exterior
-  Wall Billboard - Exterior
-  Roof Billboard - Interior
-  Wall Billboard - Interior
-  Wall Billboard - Exterior (May Convert to LED)
-  Freeway Icon Pylon, LED, Digital Display and Changeable Message allowed with appropriate permits from City
-  Freeway Icon Pylon, Double Faced LED, Digital Display and Changeable Message
-  North Del Amo Entry Element
-  Project Name ID
-  Entry Monument
-  Plaza Project ID - Exterior



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

Source: RE|Solutions LLC, 2017

Figure 6.6b Conceptual Sign Locations: Option B

6.7 Lighting

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

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

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

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

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

Light Level Requirements: Task Illuminance (foot candles)

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

Visibility: Pole Height Limits (section diagram)

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

6.7.1 Light Level Requirements

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

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

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

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

Perimeter Roadways

The lighting for perimeter roadways shall provide adequate illumination for safe and efficient vehicular travel. Roadway lighting fixtures shall either be equipped with glare shields or be of a full cutoff type reflector system. On-site circulation roads will conform to an “Intermediate” classification characterized by medium-sized residential and business developments with frequent moderately heavy nighttime pedestrian activity. The entrance roads will be designed to conform to a “Commercial” classification characterized by dense business developments with heavy nighttime vehicular and pedestrian traffic.

Interior Roadways

The lighting for interior roadways shall provide adequate illumination for safe and efficient vehicular travel. Roadway lighting fixtures shall either be equipped with glare shields or be of a full cutoff type reflector system. Lighting of roadways categorized as Scenic Byways shall be of a minimal level, with fixtures being shielded to prevent glare. Circulation roads within the mixed-use/residential sites will be designed to conform to an “Intermediate” classification defined by medium-sized residential and business developments with frequent moderately heavy nighttime pedestrian activity. Entrance roads to the Project Site will be designed to conform to a “Commercial” classification defined by dense business developments with heavy nighttime vehicular and pedestrian traffic.

Retail Exterior

The lighting for the exterior of retail buildings and spaces shall be safe and attractive to customers. This can be achieved mainly with entrance accent lighting and façade floodlighting. “Entrances” and “Façade Lighting,” as listed in Table 6.7, refer to entrances of dense retail developments with heavy nighttime vehicular and pedestrian traffic.

Office Exterior

The lighting for the exterior of office buildings and spaces shall be to a level that provides security and egress. If the office use is part of a mixed-use building, then the retail criteria can override the values shown in Table 6.7. “Entrances,” as shown in Table 6.7, refer to entrances that are unoccupied at nighttime, requiring lighting for entrance identification. Egress lighting shall be provided at a level that provides security and safe egress.

Residential Exterior

The lighting for the exterior of residential buildings and spaces shall be to a level that provides security and safe egress. If part of a mixed-use building, then the retail criteria can override the lower values.

At-Grade Parking

The lighting for at-grade parking lots shall be to a level that provides safe movement of vehicles and pedestrians, and the security and safety of customers and employees, as approved by the Sheriff’s Department. Lighting fixtures for parking lots shall either be equipped with spill control and/or with full cutoff capability at light poles at property perimeter with no cut-off at parking field interior poles. Lighting fixture standard height shall not be in excess of what is necessary to meet with recommended minimum illuminance levels identified in Table 6.7.

Parking Structures/Parking Under Raised Podiums

The lighting for parking structures and parking under raised podiums shall be provided at a level that enhances pedestrian safety and visibility. These recommended values should apply to those parking

structures used by apartment building and/or commercial developments.

Pedestrian Sidewalks and Walkways

The lighting for pedestrian sidewalks and bikeways shall be to a level that increases pathway visibility and safety of pedestrians. For the purposes of these standards and guidelines, “Intermediate” refers to medium-sized residential and business developments with frequent moderately heavy nighttime pedestrian activity, and “Commercial” refers to dense business developments with heavy nighttime vehicular and pedestrian traffic. Pedestrian scale lighting should be provided along interior streets, as deemed appropriate by the Community Development Director.

Landscape Illumination

In vertical landscape, i.e., palm and decorative trees with foliage, up-lighting illumination is encouraged.

6.7.2 Light Control Methods

- A. **Glare/Light Distribution:** Offensive or unattractive lighting results from excessive contrast, or glare. Glare conditions usually result from highly visible lamps (light bulbs) within landscape, streetlights, parking, security, or entertainment lighting. Proper design and selection of light fixtures, mounting heights, and placement will control the visibility and perceived brightness of light sources from outside or within the Project Site, and therefore limit the perception of glare. The lighting standards establish criteria to control the light output, mounting height, and placement of fixtures to reduce glare.
- B. **All Parking and Roadway light poles** from 12 ft. high to 40 ft. high shall be in accordance with Section 5.106.8 of the CALGreen Code which limits light fixture brightness adjacent to the property line of the Project Site.
- C. **Pole Height Limits:** Light pole height limits are established to prevent light trespass from the Project Site onto adjacent properties. These height restrictions will not eliminate complete visibility of the pole itself. Height restrictions in combination with the shielding and glare control restrictions will decrease visibility of the high brightness lamps within the pole fixtures and will prevent stray light from extending over the property line of the Project Site. Lighting shall be constructed, shielded and directed so that adjacent residences are not impacted by light or glare coming from the Project Site.

6.7.3 Site Lighting Exhibits

Lighting design exhibits as shown on Figures 6.7a through 6.7g demonstrate conceptual lighting design for each area with intended pole locations and heights, and luminaire head orientations. Location of streetlights is subject to the approval of the City Engineer and the Community Development Director, and may be placed in either the parkway or the medians.



LEGEND

- A. Del Amo Entrance
- B. Del Amo Boulevard
- C. Typical Street A
- D. Typical Street B
- E. Freeway Edge (I-405 Freeway/Commercial Interface)
- F. Typical Residential/Commercial Interface

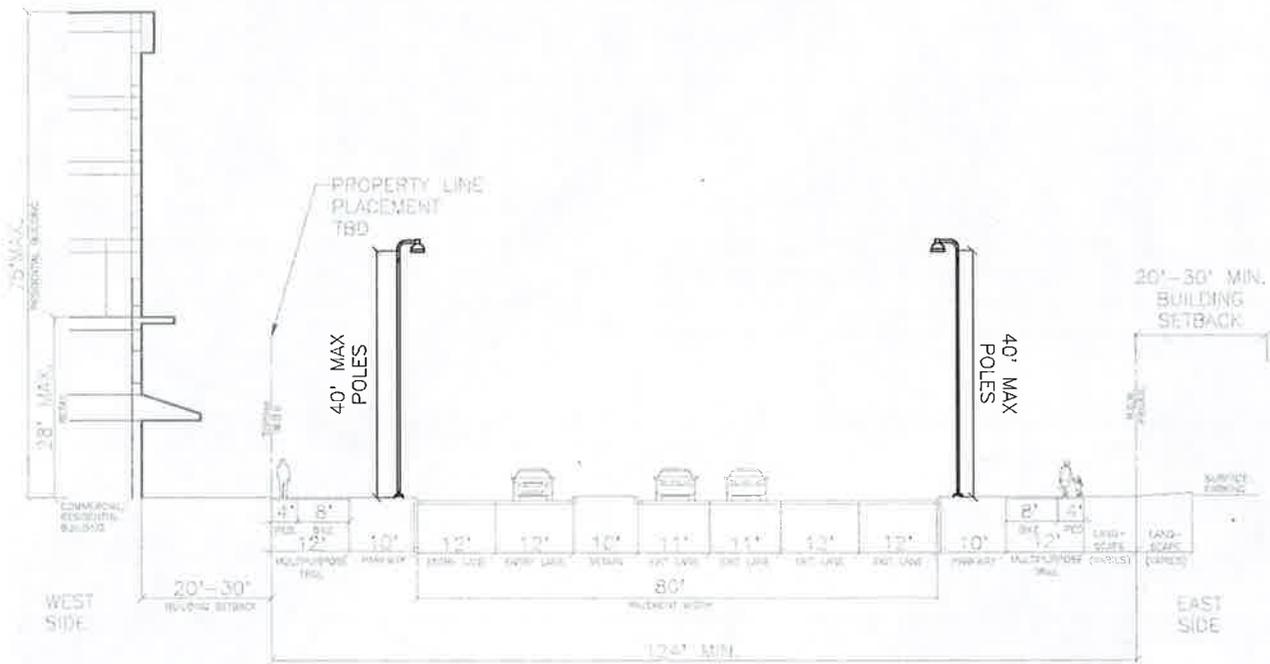
Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

Source: RE|Solutions LLC, 2017

Figure 6.7a Conceptual Site Lighting Exhibit Key Map

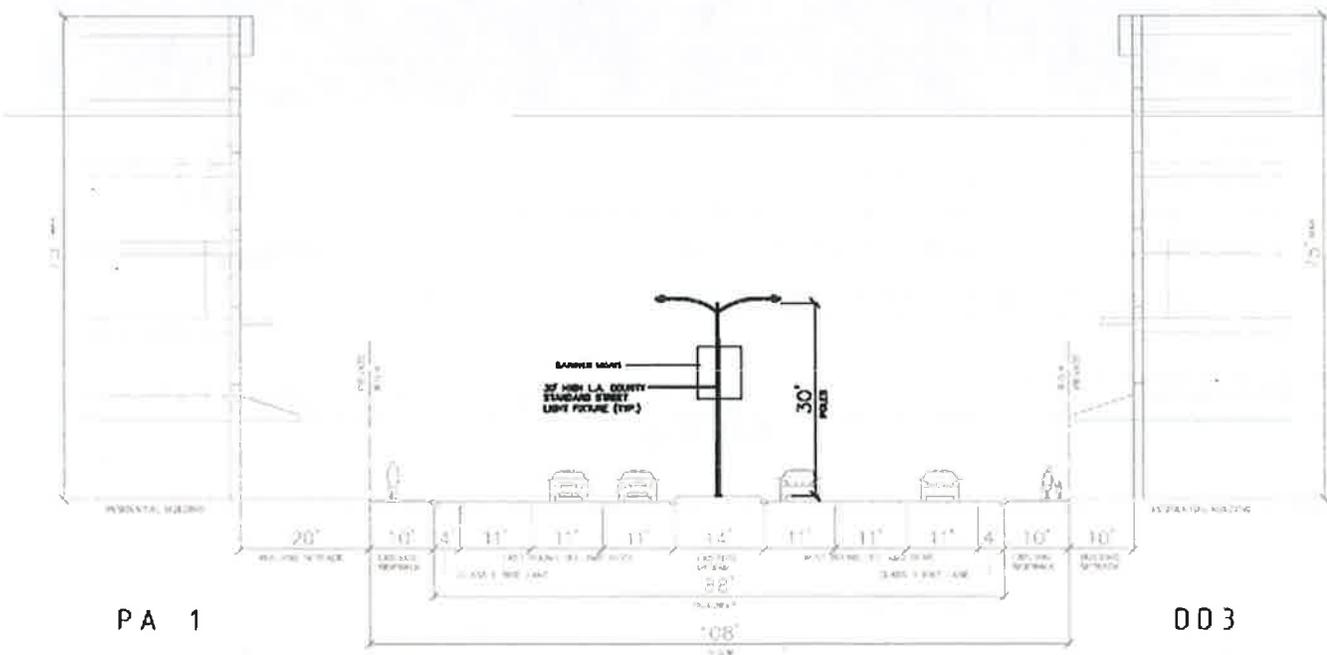
Note: All light fixture poles, fixture heads, and lamps shall be coordinated between developer(s) and the City for consistent design

Figure 6.7b Section A - Del Amo Entrance



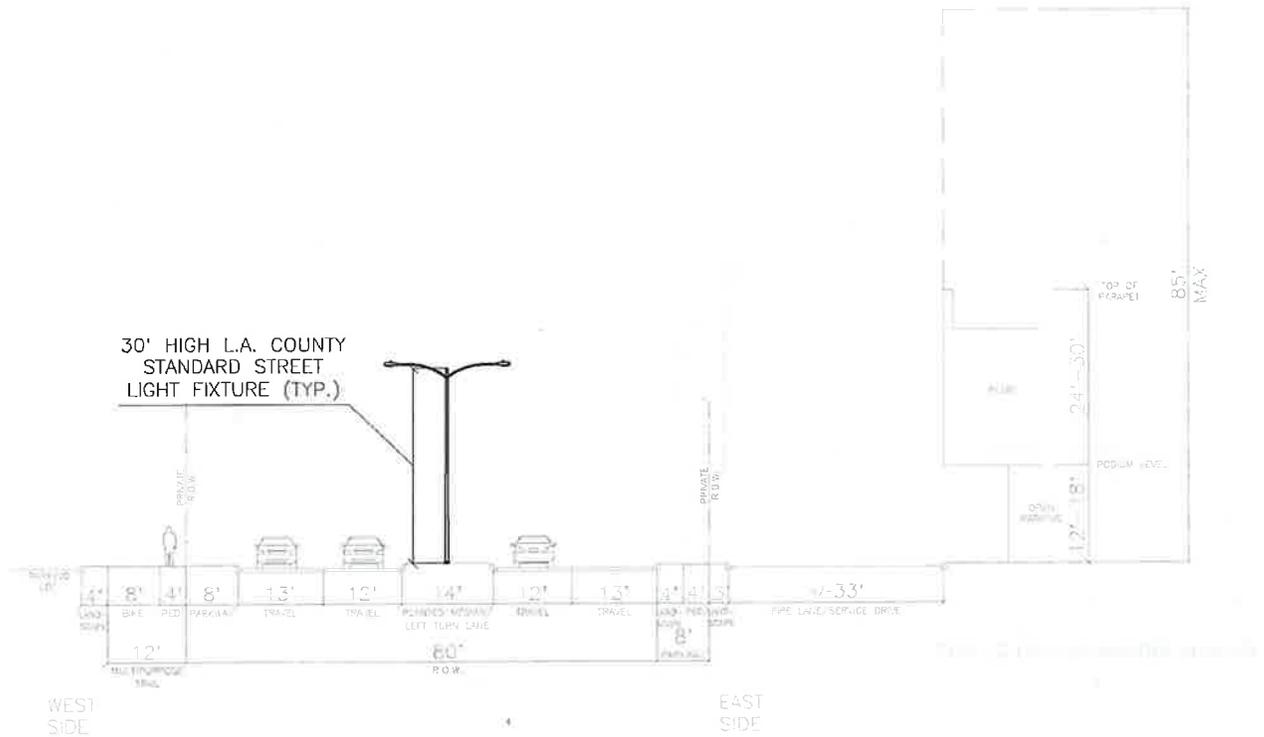
Source: RE|Solutions LLC, 2017

Figure 6.7c Section B - Del Amo Boulevard



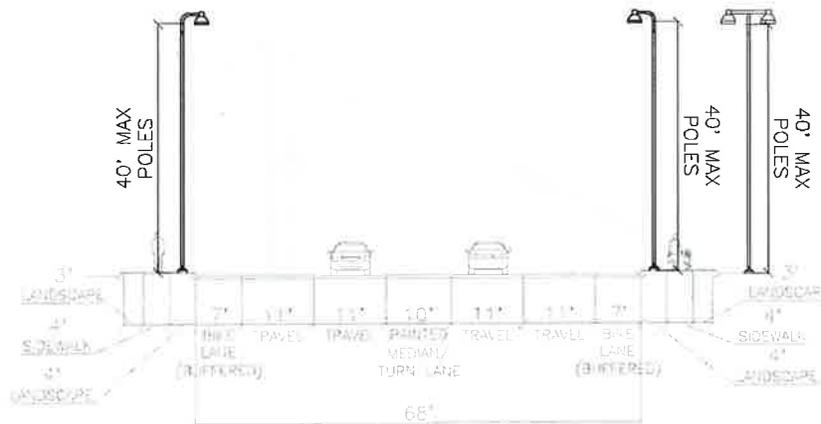
Source: RE|Solutions LLC, 2017

Figure 6.7d Section C - Typical Street A



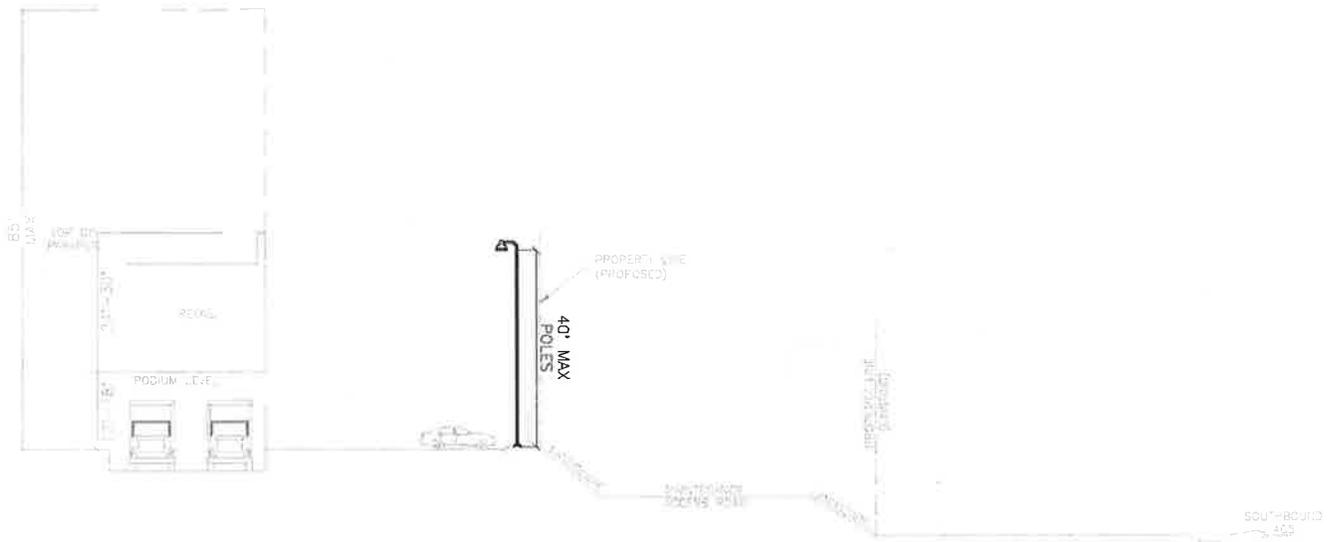
Source: RE|Solutions LLC, 2017

Figure 6.7e Section D - Street B (Private)



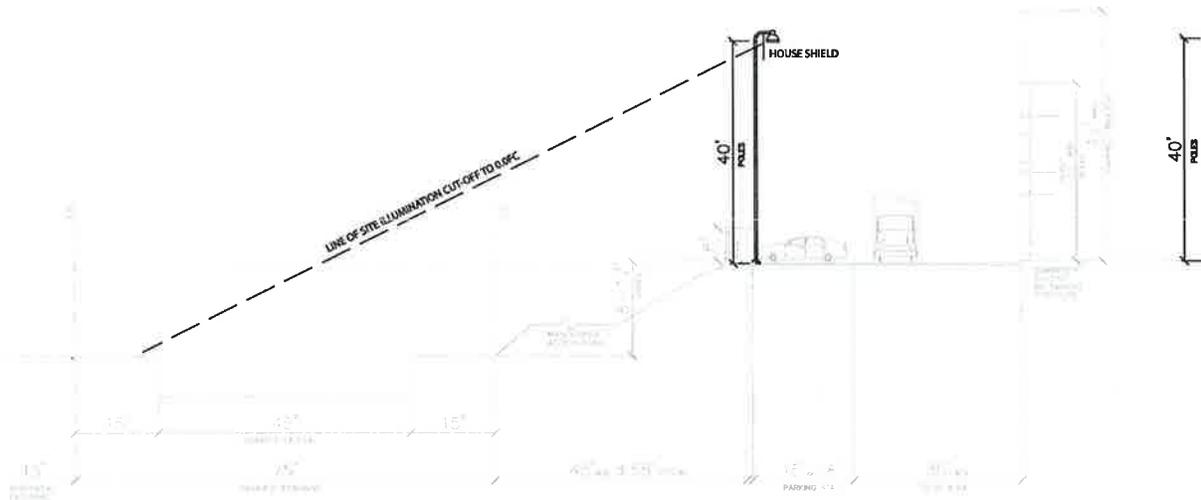
Source: RE|Solutions LLC, 2017

Figure 6.7f Section E - Freeway Edge (I-405/Project Interface)



Source: RE|Solutions LLC, 2017

Figure 6.7g Section F - Channel-Adjacent Slope (Residential/Project Interface)



Source: The Planning Center, 2010.

6.8 Service, Trash and Utility Areas

- A. Service, maintenance, storage and trash areas shall be located in discreet places to the extent feasible while still allowing convenient access for each tenant, and screened with landscaping from adjacent public rights-of-way, public plazas, pedestrian corridors and building fronts.
- B. Except as set forth in Section 6.8.C and D, all trash and garbage bins shall be stored in an enclosure and designed to architecturally integrate within the overall design theme of the development. All exterior trash enclosures shall include a solid roof or canopy.
- C. Trash enclosures located in obscured areas such as behind buildings or adjacent to loading areas shall also be screened from view, but the design of the enclosure shall consist of solid fencing only—landscape and decorative treatments are not required in these areas. At the discretion of the Community Development Director, screening or gates may not be required for trash areas not visible from public streets or pedestrian areas.
- D. Trash enclosures shall be constructed of substantial building materials used in the design of the building(s). Gates shall be constructed of durable building materials that screen a minimum of 80 percent of the view of the trash enclosure. Wood or chain link gates are not permitted.
- E. Trash enclosures shall include provisions for concrete pads or appropriately designed asphalt sections in front of the enclosure. The area in front of the trash enclosure shall be a minimum of six (6) feet to reduce pavement damage from disposal trucks.
- F. When non-residential buildings are to be constructed adjacent to existing residential uses, loading and delivery shall be planned to occur on the side of the building away from residences when feasible. Loading and delivery areas shall not be located in a required setback area.
- G. Service areas and loading docks shall be designed so that they are not directly visible from a public street or shall be appropriately screened. Screening shall match the design of the building and the overall landscape design theme of the development.
- H. Truck maneuvering/circulation areas adjacent to residential properties shall be designated to prohibit trucks from parking and idling in these locations, except in approved loading spaces or docks.

6.9 Public Art

Public art is an instrumental feature that can be used to create a connection between the public and any particular project or space. Public art makes spaces more interesting, helps to distinguish one place from another by creating landmarks that are easily recognizable, and creates a unique shopping, working or living environment. Art also revitalizes public spaces and makes them more welcoming. By enhancing the overall quality of a project and giving it a unique character, public art increases a project's value. Unless otherwise provided by Development Agreement or ordinance approved by the City for any Planning Area or portion thereof, or satisfied by provision of other unique project features, as determined by the Community Development Director, the following public art requirements and guidelines shall apply to all construction within the Project Site, as further described below:

6.9.1 Public Art Requirements

- A. Public art within the Specific Plan area shall be provided for the following:
 - 1. New residential or commercial development having total project costs of \$300,000 or more, as determined by the City's valuation of building permits issued for the development;
 - 2. Expansion of existing buildings or remodeling of existing buildings when any such work has a building permit valuation of \$300,000 or more.
- B. Public art provided shall have a value equal to one-half of 1 percent (0.50 percent) of the total building costs (as measured by building permit valuations), excluding land, site development, off-site requirements and remediation costs. The value of the public art shall include the art piece itself and the cost of installation.
- C. Public art may be installed concurrently with each building that triggers the public art requirement; or the value of the required public art for each building can be consolidated, or banked, and applied to the provision of larger installations that serve multiple buildings.
- D. The public art requirements shall not apply to reconstruction of structures that have been damaged by fire, flood, wind, earthquake or other calamity.

6.9.2 General Provisions

- A. Artwork siting and its visibility are important design considerations. The artwork shall be easily visible to the general public and be located in an area specifically designated on the approved building plans. Appropriate locations may include entryways, greenbelts, pathways and building exteriors.
- B. Installation of the artwork shall be planned and implemented to enhance the piece and allow for unobstructed public viewing from as many angles as possible.
- C. The artwork shall be constructed of permanent materials with a high level of durability and

weather resistance and requiring a low level of maintenance.

- D. The continued maintenance of the artwork in the Specific Plan area shall be the responsibility of the property owner. Stolen or vandalized art must be replaced or repaired as close as possible to its original form.
- E. Artwork must be designed by artists with experience and knowledge of monumental-scale public art.
- F. All forms of original visual art are encouraged, including, but not limited to:
 1. Painting of all media, such as portable and permanently affixed works such as murals;
 2. Sculpture, which may be in the round, bas-relief, high relief, mobile, fountain, kinetic, electronic, architectural, etc. in any material or combination of materials; and
 3. Other visual media including, but not limited to: prints, drawings, stained glass, artistic lighting, mosaics, photography, clay, wood, metals, paving, plant materials, plastics, or other durable and weather-resistant materials.
- G. A wide range of styles, materials and types of artworks is encouraged to assure a balanced and interesting collection.
- H. Artwork shall be constructed in a size proportional to the scale of the development.
- I. Artwork shall be an integral part of the landscaping and/or architecture of the building.
- J. Exterior artwork(s) should be adequately lit to be clearly visible from sidewalks during evening hours. Interior artworks should be adequately lit during all hours of public access.
- K. To provide diversity in artwork and opportunity among artists, generally not more than five pieces by the same artist are permitted.
- L. All art within the Specific Plan area belongs to the project owner. The artist, project developer and architect should be credited for their roles in the art project with a plaque placed near the art piece.
- M. Artworks shall be a permanent part of any development within the Specific Plan area and must remain in place for the life of the development. If any development on the Project Site is rebuilt or remodeled, resulting in the movement or removal of art required by the Specific Plan, the required art shall be re-created according to this Public Art section of the Specific Plan.

When property within the Specific Plan area is transferred to new owners, they shall be informed of their responsibility to maintain the artwork and surrounding landscaping and lighting and of their inability to remove any existing artwork without written City approval.

6.10 Noise

- A. Where residential uses are potentially exposed to interior or exterior noise levels greater than those permitted by Chapter 5 of Article V of the CMC, certification from a licensed acoustical engineer shall be obtained to document attenuation to those maximum levels. The exterior standards shall be measured either at the closer of the property line of the Project Site or the nearest noise sensitive use such as a patio, yard or landscaped open space.
- B. Commercial uses shall be designed and operated, and hours of operation limited, where appropriate, so that neighboring residents are not exposed to offensive noise, especially from traffic, trash collection, routine deliveries or late-night activity. No use shall produce continual loading or unloading of heavy trucks at the Project Site between the hours of 10 p.m. and 7 a.m. within 250 feet of existing residential uses.
- C. Prior to issuance of building permits for residential developments, the applicant shall submit a detailed acoustical study demonstrating that all structures on the Project Site will meet applicable City interior noise levels and exterior living area noise levels, in accordance with applicable noise standards and zoning regulations.
 - 1. The study shall be prepared by a City-approved acoustical expert, to the satisfaction of the Community Development Director.
 - 2. The study shall document projected ultimate noise exposure for interior office, retail and residential space and shall demonstrate that design plans have incorporated adequate sound attenuation measures to achieve the applicable noise standards.
- D. Noise mitigation and proper design may include, but shall not be limited to, building orientation, double or extra-strength windows, wall and ceiling insulation, and orientation and insulation of vents. Where it is necessary that windows be closed in order to achieve the required level, means shall be provided for ventilation/cooling to provide a habitable environment.

6.11 Energy Conservation

The California Energy Code, Part 6 of Title 24, has codified many ways to reduce energy usage. It addresses lighting, building construction and heating/cooling systems. Compliance with this Code results in a reduction of energy usage for any given building or complex. Additional steps can be taken to further reduce the energy usage and reduce operating costs of a building or complex. Development within the Project Site will meet or exceed the requirements of Title 24 through measures that may include:

- A. Use of light-colored roofing materials to reflect heat and reduce cooling requirements in residential and retail buildings. Energy Star-labeled roofing materials are encouraged.
- B. Installation of Energy Star-labeled appliances (e.g., water heaters) to the greatest feasible extent. Solar, electric (efficiency rating of at least 0.92) or lower-nitrogen oxides (as defined by the Air Quality Management District) gas-fired water heaters are strongly encouraged.
- C. Participation in programs offered by or sponsored by local utilities such as:
 - 1. California Energy Star New Homes Program
 - 2. Residential Property Development Program
 - 3. California Home Energy Efficiency Rating System (CHEERS) Program
 - 4. Savings by Design Program
- D. Development of a recycling program for residential and commercial uses to recycle paper, glass, plastic and other by-products of business or residential activities.
- E. Pre-wiring for and inclusion of electric vehicle charging spaces, complete with associated charging equipment. Future load demands shall be taken into account for the prewired spaces.

6.12 Residential Unit Requirements

6.12.1 Private Storage Space

- A. Private Storage Space. Units within the Project Site developed at densities of 25 units per acre or less shall have at least two hundred (200) cubic feet of enclosed, weather-proofed and lockable storage space for the sole use of the unit owner. Units within the Project Site developed at densities over 25 units per acre shall have at least one hundred (100) cubic feet of private storage space as described above.
 - 1. Such space may be provided within individual storage lockers, cabinets or closets, and may be split among two (2) locations. Moreover, it is the intention of this standard to require space over and above that normally associated with the day-to-day functioning of the unit, such as guest, linen or clothes closets or food pantries that are customarily within the unit. Thus, while providing such private storage space within the limits of the unit is not precluded, it shall be over and above that which would otherwise be provided within the unit.
 - 2. If such space is located within a common area within the development project site, the

residential association shall be responsible for the care and maintenance of the exterior surface of the space in order to assure that the surface is maintained in a manner compatible with the architectural treatment of the development project. Regardless of the location, the precise architectural treatment of such space shall be approved by the Planning Division to ensure that such areas are safe, convenient and unobtrusive to the functional and aesthetic qualities of the development project.

7.0 DESIGN STANDARDS & GUIDELINES

This section establishes design standards and guidelines to ensure that The District at South Bay will possess an identifiable look and feel. The standards and guidelines in this Section will shape the development by providing specific design criteria for building orientation, landscaping, walls and fences, and other design elements integral to creating development projects that fit into the theme of the community. Architecture standards and guidelines are also provided to ensure that buildings within The District at South Bay are attractive, relate to one another and create a sense of place.

The pictures and illustrations contained in this section are provided to convey the general design intent of the standards and guidelines and are not intended to require the specific design style depicted. Like development standards, design standards constitute regulations, requirements and by-laws by which development must abide, and are indicated by the use of the word “shall.” Design guidelines generally use the word “should” and identify actions or outcomes that are encouraged but not mandatory.

7.1 Site Design & Landscape

7.1.1 At-Grade Commercial¹

A. Building Orientation and Site Planning

1. Building placement and orientation shall be organized to create visual interest along public rights-of-way, particularly oriented at intersection nodes, and project entryways.
2. Buildings shall be oriented so that public access or windows face public spaces.
3. Multiple buildings in a single area should be grouped and organized to demonstrate a positive functional relationship to one another. The grouping of multiple buildings should be clustered to create functional plazas and pedestrian corridors. Where clustering is impractical, a visual link should be established between buildings through the integration of an arcade system, trellis, colonnade or other such open structure. Hotels, entertainment uses, restaurants, and other similar uses that could energize public spaces shall be oriented around a public plaza.
4. Buildings with special architectural elements, such as clock towers, should be positioned on corners of significant intersections or entryways to enhance the sense of arrival and monumentation. This does not preclude landmark structures, public plazas or entry



1. Standards for At-Grade Commercial shall not be applicable to Commercial – Elevated Podium developments.

monumentation/signage at these locations.

5. Stacking lanes for drive-through food service windows shall accommodate a stacking for at least eight (8) cars and all other service windows shall accommodate stacking for at least four (4) cars.
6. Drive-through businesses shall be visually screened and shall be situated so as to not block any other drive aisle or parking space.
7. Drive-throughs shall be separated from residential properties by an intervening building or a maximum six (6) foot high wall and a ten (10) foot wide buffering landscape strip.



B. Public Spaces and Pedestrian Circulation

1. In areas other than those spaces occupied by buildings, the first nine feet surrounding all public (non-service) sides of the buildings, parking, service drives or other surface circulation should be used as plaza areas with amenities such as enhanced landscape/hardscape, outdoor seating areas, trellises, ornamental trees, benches, planters, open space, water features, public art, and pedestrian-accessible spaces.
2. Public plazas shall be located near building entrances or areas of high pedestrian traffic to ensure their use and highest functionality. Buildings clustered together should coordinate their public plaza space with one another to provide larger plaza spaces that are centrally located and serve multiple uses.
3. Public plazas shall be oriented to maximize the visual and physical link from public right-of-ways and pedestrian corridors.
4. Public plazas should be either contiguous or connected via landscaped pedestrian walkways.



5. Pedestrian circulation shall be located primarily along internal roadways and building frontages to provide safe pedestrian crossing and access through the commercial area. The space between the sides of buildings should incorporate seating areas and enhanced pedestrian connections where appropriate.
6. Pedestrian connections through the parking fields to Street B should provide landscaping and amenities to create visual interest, pedestrian access and rest breaks over longer distances of pavement. A minimum four (4) foot wide sidewalk with four (4) feet of landscaping (either on one side or in total on both sides) should be provided through these pedestrian connections.
7. Pedestrian circulation should be enhanced with landscape/hardscape treatments to provide a pedestrian-friendly shopping environment.
8. Bike racks shall be provided at convenient locations throughout the Project Site.

C. Parking

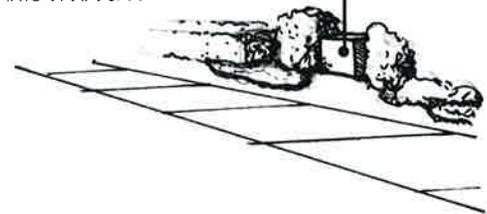
1. Parking lot entryways and primary intersection nodes should be treated with special landscape elements, such as special paving, graphic signage, specialty lighting, ornamental trees, or flowering plants, that will provide an identity to the project.
2. No more than 10 percent of the required parking should be in the rear service area of a development project, with the exception of the Entertainment Area.
3. Parking structures shall be screened and shall include architectural detailing, façade treatment, artwork, landscaping, or similar visual features to enhance the street façade.

D. Landscape

1. Landscape treatments shall be used to enhance intersection nodes, public rights-of-way, building fronts, pedestrian corridors, and public plazas.
2. All areas not utilized for parking, buildings, plazas or access/circulation should be landscaped to the back of curb.
3. Landscape treatments should be used to screen the visual impacts of parking areas, sides of buildings and service, trash and utility areas.
4. Landscaped areas should be irrigated with permanent automatic irrigation systems.



UTILITY BOX SHOULD BE INTEGRATED INTO LANDSCAPE



E. Walls and Fences

1. Walls and fences shall be utilized when necessary to minimize the visual impacts of commercial development along the perimeter of the Project Site visible from residential areas or public streets.
2. Solid walls shall be screened with ornamental trees and plant material at a minimum of three (3) feet in height in areas visible from residential areas or public streets.
3. A landscape treatment should be applied to spaces between a wall or fence and the adjacent sidewalk.
4. Design of all walls and fencing shall be consistent in terms of material, color and detail with the architecture of the development project.
5. The application of materials, colors, textures and alignment in the design of walls shall be used to relieve visual monotony. Pilasters should be placed at wall terminus points and as determined to be necessary for improved aesthetics.

F. Service, Trash and Utility Areas

1. All trash enclosures should be screened with landscape treatment if located adjacent to or within a landscaped area. Potted plants may be used in landfill areas.
2. Exterior on-site utilities, including sewer, gas, water, electric, telephone, and communications equipment should be installed underground, where feasible. Transformers and other utility equipment that must be above ground should be screened and incorporated into the landscape wherever possible.



3. Trash enclosures shall be located on a four-inch concrete pad screened by a six-foot-high decorative concrete block wall that is compatible with the architectural design of the main building. Enclosures shall incorporate an opaque decorative gate, a screened pedestrian access door, and exterior enclosures should have a solid roof or canopy to provide visual screening. Trash enclosure design is to be approved by the Community Development Director prior to issuance of any building permit(s).

7.1.2 Commercial – Elevated Podium

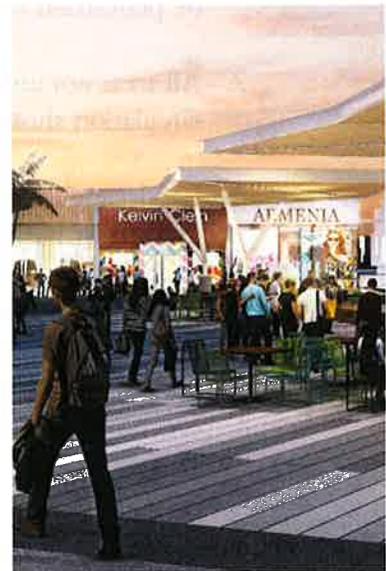
A. Building Orientation and Site Planning

1. Building placement and orientation shall be organized to create visual interest along the 405 Freeway frontage and Street A.
2. Buildings may be oriented inward (i.e., away from the freeway).
3. Single or multiple buildings on an elevated podium should be organized to demonstrate a relationship to one another, joined by wide (30'-40') open concourses, plaza/event area(s) and open "Canyons".
4. Buildings should be positioned such that building site entryways enhance the sense of arrival and project monumentation.
5. The ground level of buildings shall provide visual and functional interest for the pedestrian vertical circulation from covered parking areas and building corner(s) facing the Street A. Parking under the podium should be open garage without mechanical ventilation. Views from Street A to head in parking stalls under the podium shall be screened by low walls, low screens, plant materials, or any combinations thereof. Exit stairs leading from or to the elevated podium level may be open or enclosed.



B. Public Spaces and Pedestrian Circulation

1. Primary pedestrian circulation shall be provided along Street A with pedestrian circulation extended, where feasible, to locations of pedestrian vertical circulation up to elevated podium. Locations of pedestrian vertical circulation should be used as small plaza areas with amenities such as enhanced landscape/hardscape, outdoor seating areas, benches, planters, and open space.
2. Main public plaza(s) shall be located on elevated podium to ensure their use, ensure their highest functionality and to ensure multiple uses can be served.
3. Main public plaza(s) should be connected via enhanced open mall pedestrian concourse(s) that provide a pedestrian-friendly shopping experience.
4. Pedestrian connections from the parking below the elevated podium to be provided



by circulation down drive aisles between parking stalls with signage and way finding graphics provided. Drive aisles lead pedestrians to “Canyons” that are open to elevated podium above with landscape plazas and amenities to create visual interest at the Canyons that provide a pedestrian-friendly shopping experience.

5. Pedestrian circulation on the elevated podium should be located along internal, open, wide (30’–40’) concourses to provide safe pedestrian access.
6. Bike racks should be provided at convenient location(s) on ground level. No bike racks on elevated podium level.



C. Parking Lots and Parking Below Elevated Podium

1. Parking lot entryways should be treated with special landscape elements, graphic signage, and specialty lighting, that will provide an identity to the project.
2. Parking area below elevated podium should be 50% open to satisfy open parking code requirement with head-in facing parking stalls that face Street A to be screened with landscape material and/or site walls (up to 50% open) to a height of 3’ to screen vehicle lights.

D. Landscape

1. Landscape treatments shall be used to enhance locations of pedestrian vertical circulation up to elevated podium.
2. All areas not utilized for parking, building, plazas or access/ circulation should be landscaped to the back of curb.
3. Landscape treatments should be used to screen the visual impacts of parking areas, and service, trash and utility areas.
4. Landscape areas should be irrigated with permanent automatic irrigation systems to current drought tolerant codes and regulations.



E. Walls and Fences

1. A View Fence or Landscape Barrier along the 405 freeway frontage should be utilized where necessary to minimize the visual impacts of service areas below the elevated podium visible from the 405 freeway.

2. Design of all walls, fencing, and landscape shall be consistent in terms of material, color and detail with the architecture of the development project.

F. Service, Trash, and Utility Areas

1. All trash compactors and service bay truck loading docks fronting on public streets should be screened. Service bay maneuvering areas may remain unscreened.
2. Exterior on-site utilities, including sewer, gas, water, electric, telephone, and communications equipment should be installed underground, where feasible. Transformers and other utility equipment that must be above ground should be screened and incorporated into the landscape wherever possible.
3. Trash enclosure and service yard design is to be approved by the Community Development Director prior to issuance of any building permit(s).

7.1.3 Residential

A. Building Orientation and Site Planning

1. Residential buildings shall emphasize pedestrian access and connections to public sidewalks, paths, recreational facilities and enhanced edges.
2. Structures should be configured and oriented to afford a sense of individuality and privacy and to create small-scale public spaces.
3. Where possible, the housing should be oriented to streets and pedestrian walkways.
4. Windows of interior living spaces should overlook streets and public spaces.
5. Front doors and entrances to buildings shall be clearly defined and articulated and shall be easily recognizable from pedestrian and vehicular vantage points.
6. Residential units shall be designed to ensure the security of residents through the provision of secure entrances and exits that are separate from non-residential uses and are directly accessible to parking areas. Non-residential and residential uses shall not have common entrance hallways or common balconies. These separations shall be shown on the development plan and shall be permanently maintained.



B. Public Spaces and Pedestrian Circulation

1. Recreational facilities shall be conveniently and centrally located for the majority of units.
2. Entrances and exits (both auto and pedestrian) for residential projects should be integrated with the entries of adjacent commercial sites so that internal access opportunities between uses are maximized.
3. Residential uses shall have one off-street loading space or moving plaza for every 150 units.
4. Loading spaces or moving plazas shall be located near the entries and/or elevators.
5. Loading spaces or moving plazas shall be incorporated into the design of vehicular access areas.
6. Decorative paving, removable bollards and potted plants are permitted and encouraged to enhance loading spaces and moving plazas.
7. Loading spaces and moving plazas may be located on a local or connector street with the

approval of the Traffic Engineer. The adjacent parkway and setback landscape treatment shall be designed to allow for loading and unloading.

C. Parking

1. The size and placement of garages should be varied, although garage “rows” in service areas hidden from view are acceptable. Garages shall not dominate the street scene.
2. Parking structures shall be screened and shall include architectural detailing, façade treatment, artwork, landscaping, or similar visual features to enhance the street façade.

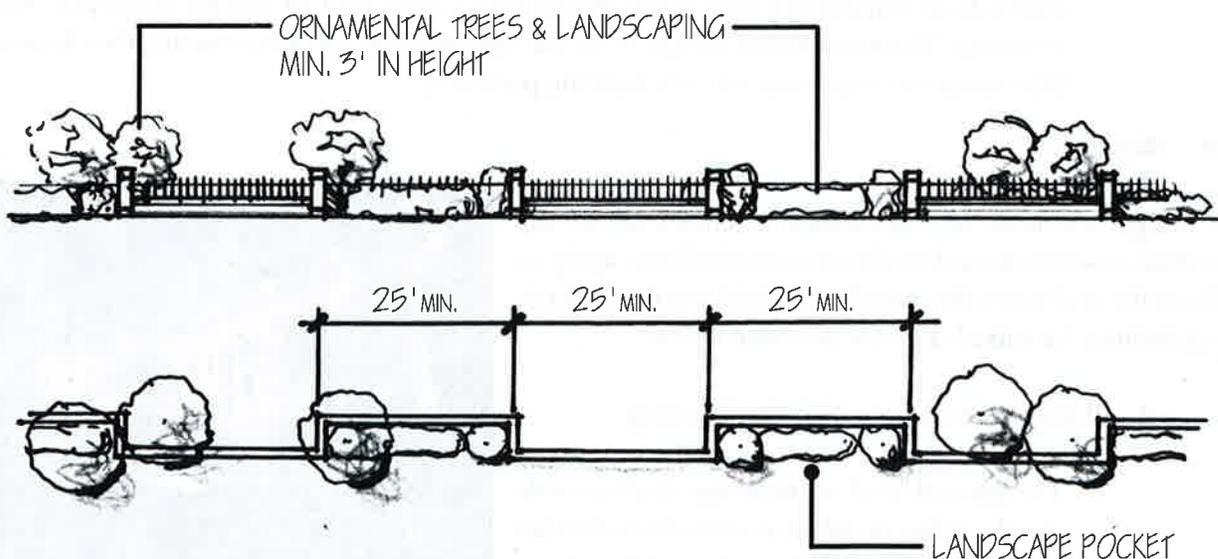
D. Landscaping

1. Landscape treatments shall be used to enhance intersection nodes, public right-of-ways, building fronts and pedestrian corridors.
2. Landscaping around the entire foundation base of buildings should be provided to enhance the area between the parking areas, walkways and the structures.



E. Walls and Fences

1. A combination of solid and transparent barriers should be used to separate the residential component of The District at South Bay from Del Amo Boulevard and Main Street. Fencing should vary in setback, providing landscape recesses and flat expanses of wall no longer than 25 feet in length.



2. View fences shall include landscape sufficient to screen views of private yards from adjacent properties and public rights-of-way
3. A maximum six-foot wall or fence may be incorporated for ground-floor screening of private outdoor space of residences. Other barrier alternatives such as a landscape screen may be used if noise is not a major consideration.
4. A landscape treatment shall be applied to spaces between a wall or fence and the adjacent sidewalk.
5. Design of all walls and fencing shall be consistent in terms of material, color and detail with the architecture of the project.



F. Service Areas and Trash Enclosures

1. Service, maintenance, storage, and trash areas shall be located in discreet places to the extent feasible while still allowing convenient access for each tenant, and screened with landscaping from adjacent public right-of-ways, public plazas, pedestrian corridors and building fronts.
2. Exterior on-site utilities, including sewer, gas, water, electric, telephone and communications equipment should be installed underground, where feasible. Transformers and other utility equipment that must be above ground should be screened and incorporated into the landscape wherever possible.
3. Trash enclosures shall be located on a four-inch concrete pad screened by a six-foot-high decorative concrete block wall that is compatible with the architectural design of the main building. Enclosures shall incorporate an opaque decorative gate, a screened pedestrian access door, and exterior enclosures should have a solid roof or canopy to provide visual screening. Trash enclosure design is to be approved by the Community Development Director prior to issuance of any building permit(s).

7.1.4 Mixed-Use

The design standards and guidelines described above for individual commercial and residential uses shall also apply to horizontally and vertically mixed-uses. Additional standards and guidelines for mixed-uses are provided below.

A. Building Orientation and Site Planning

1. The ground level of buildings shall provide visual and functional interest for the pedestrian and motorist through extensive window space,



pedestrian-scale signs, sitting areas, varied entrances and architectural detailing.

2. The residential units shall be designed to ensure the security of residents through the provision of secured entrances and exits that are separate from the non-residential uses and are directly accessible to parking areas. Non-residential and residential uses shall not have common entrance hallways or common balconies. These separations shall be shown



on the development plan and the separations shall be permanently maintained.

B. Public Plazas and Pedestrian Circulation

1. Pedestrian access from residential parking areas to commercial areas is encouraged through the use of restricted access pedestrian gates to facilitate access for residents to adjacent commercial services.

C. Parking

1. In vertically mixed uses, parking spaces designated for non-residential and residential uses shall be marked by the use of posting, pavement markings or physical separation.

7.2 Architecture

7.2.1 At-Grade Commercial¹

A. Building Massing, Scale and Form

1. Buildings and structures shall be designed at a human scale that is inviting and attractive. The scale of buildings shall relate to adjacent public plazas, pedestrian corridors and other surrounding buildings and shall comply with the heights specified in Table 6.2-2. As noted in Table 6.2-2, heights for secondary and major features may be increased per the Table where it can be demonstrated that such deviation enhances the visual attractiveness of the immediate public space, and is appropriate in scale to the surrounding buildings and outdoor pedestrian space



1. Standards for At-Grade Commercial shall not be applicable to Commercial – Elevated Podium developments.

2. Building facades and footprints shall be articulated to reduce the large scale and often uniform, impersonal appearance of many large retail buildings and to provide visual interest. Building facades shall vary in height or vary the planes of exterior walls in depth and direction. There shall be no long flat expanses of walls that exceed 50 feet (150 feet for buildings larger than 50,000 square feet) without incorporating at least two of the following: color change, material change, texture change, a minimum of 10% of plane surface projections of recesses, trellises, balconies or windows.
3. Articulated facades should be integrated on all sides of the building visible to the interior of the site or to uses or roadways off-site. The intent is to continue attractive surface detailing which strengthens community design themes and the character and quality of the development.
4. Ground floor facades that face public right-of-ways should integrate arcades, display windows, entry areas, awnings, or other pedestrian-friendly design elements.
5. Building heights shall relate to the adjacent non-building area to address sunlight penetration, ventilation, protection from prevailing winds, public view enhancement, and view preservation.
6. The presence of smaller retail stores gives a commercial center a “friendlier” appearance by creating variety, breaking up large expanses and expanding the range of activities. Windows and window displays of such stores should be used to contribute visual interest of exterior facades.
7. Larger buildings may employ a multiple-unit facade to give the appearance of many smaller stores, similar to that of a downtown.



B. Style and Design Details

1. Wall treatments shall contain panelized accents in place of faux windows.
2. Both regular and irregular fenestration should be used to add visual interest.
3. Attention to detail and design shall be placed on the Entertainment Area more than any other commercial type use. Dynamic, playful storefronts with extensive use of planter walls and seating, enhanced trellises with flowering vines, accent or festive lighting, integration of focal objects such as water, murals, sculpture, or topiary, should be used to enhance the quality of this environment.
4. Storefronts shall integrate awnings, bays, openings and entryways to express individuality.



C. Material and Color

1. Buildings and structures within the development shall be aesthetically pleasing and compatible with materials and colors used in adjoining buildings to enhance the overall theme and identity.
2. Facades shall utilize low reflecting, subtle, neutral or earth tone colors, with the exception of the Entertainment Area where a more vibrant use of color is encouraged in combination with the earth tones. The use of high-intensity colors, metallic colors, black or fluorescent colors is prohibited.

7.2.2 Commercial - Elevated Podium

A. Building Massing, Scale, and Form

1. The scale of Elevated Podium Building(s) shall relate to the adjacent 405 freeway. This opportunity shall be maximized by creating a freeway exposure with an iconic presence to be experienced while passing at interstate speeds. Raised podium buildings shall comply with the height limitations specified in Table 6.2-2.
2. Outward facing building facades shall be contemporary in massing, style and materials, and shall be articulated to provide visual interest. Building facades should vary in height as the development site slopes. It is anticipated that the height of the elevated podium slab will be approximately 13 feet to 20 feet above sloped finish grade. Building heights are anticipated to be 24 feet to 30 feet above the height of the podium (above the on-grade parking) and total building height is anticipated to be 50 feet above grade; however, architectural features and/or signage may extend above the height of building walls. Heights of 85 feet are allowed for construction of a second level above the podium.
3. The building mass should be broken up into large blocks with the use of slices, or “Canyons”, between large blocks. The podium slab shall be “sliced” to create Canyons connecting arrivals and parking with the prime shopping experience. The at-grade Canyons should reduce the scale of the parking fields by dividing the parking into areas with short walking distances to vertical transportation up to the elevated podium. Each of the Canyons should be landscaped in a manner that orients the customer upon arrival and draws the customer towards the vertical circulation serving the elevated podium level. Above the podium, the Canyons are anticipated to “slice” through the retail blocks to create multiple corner tenant spaces, break up the long elevation, and offer views into the interior.



4. Tenant signage and the large format project signs are to be integrated into the layered building façade to provide scale, texture, sculptural relief and illumination and to ornament the buildings.
5. Building design shall relate to and address sunlight penetration, ventilation, protection from prevailing winds, public view enhancement of the elevated podium level and parking areas under the podium.
6. There shall be an appropriately scaled plaza space on the elevated podium that allows for a variety of programmed events as well as informal gatherings.



B. Style and Design Details

1. Outward facing wall treatments may contain EIFS systems or equivalent materials. Inward facing wall treatments may contain plaster and EIFS systems augmented by tenant storefront materials and branding.
2. Attention to detail and design shall be placed on the open-air pedestrian spaces at the retail level with a rich variety of tenant expression. The width of the pedestrian walkways should vary along the route with subtle shifts in plan to create a dynamic spatial experience. Shaded amenities such as seating and landscaping, and packaging stations should be used throughout the retail level. An integrally colored concrete paving pattern with a variety of colors and finishes to provide a pedestrian scale should be used at the retail concourse walkway.
3. Tenant storefronts shall be allowed to express individuality and to be designed to individual tenant criteria established by the developer.
4. Large wall graphic and wall mural expressions may be used to complement the design. If used, they would be considered an integrated identity graphic or architectural feature, and would not be considered as signage.



C. Material and Color

1. Buildings and structures shall be aesthetically pleasing.

7.2.3 Residential

A. Massing, Scale and Form

1. Building facades and footprints shall be articulated to vary the streetscape and provide visual interest. Building facades shall vary in height or vary the planes of exterior walls in depth and direction to break up the box-like mass and scale of buildings.
2. Rooflines shall employ varied articulation on vertical and horizontal planes for visual relief to the tops of buildings. Other elements such as towers and piers may also be used to break up the horizontal massing.
3. There shall be no long flat expanses of walls that exceed 75 feet without incorporating at least two of the following: color change, material change, texture change, plane projections of recesses, trellises, balconies or windows.
4. The architecture facing a pedestrian area shall exhibit a human scale of detail, such as awnings, moldings, pilasters and other architectural details.
5. Stairs, balconies, porches and patios shall be integrated into the overall building design.
6. Upper stories should be set back to diminish building mass consistent with the specific architectural style.



B. Style and Design Details

1. Building architecture shall vary and yet be of a consistent design theme. Avoid diverse elements of different styles.
2. Carports and garages shall be designed as an integral part of the architecture of the development. They shall be the same in materials, color and detail to the principal buildings of the development.
3. Exterior elevations shall receive architectural treatments, with an emphasis on the front facades.
4. Each unit should be designed to be individually recognizable through the use of balconies, setbacks, projections and patterns of windows and doors.

5. Architectural elements and accessories shall be provided on the building mass, which may include arcades, balconies, towers and decorative lighting. Details such as lower wainscoting or built-up/recessed features can add interest to the building elevations.
6. Individual television and radio antennae shall be prohibited outside any unit. The applicant shall provide either central antennae with connections to each unit via underground or internal wall wiring, or each unit shall be served by a cable antenna service provided by a company licensed to provide such service within the City. Any satellite dishes shall be screened from public view.

C. Materials and Color

1. Buildings and structures within the development shall be aesthetically pleasing and compatible with materials and colors used in adjoining buildings to enhance the overall theme and identity. A variation in colors, materials and textures is encouraged however, unusual colors and patterns should be avoided.
2. Coordinate color and finishes on building exteriors of all elevations of a building to provide continuity of design.
3. Compatible colors should be blended in a single façade or composition to add character and variety.
4. Building façades shall be constructed of durable, high-quality building materials exhibiting rich texture and conveying a sense of permanence. Materials may include manufactured or natural brick, stone, precast concrete decorative block and stucco.
5. Exterior materials of metals or unfinished concrete block shall not be permitted.

7.2.4 Mixed-Use

The design standards and guidelines described above for individual commercial and residential uses shall also apply to horizontally and vertically mixed-uses.

8.0 IMPLEMENTATION

8.1 Review and Approval Process

Approvals within The District at South Bay Specific Plan Project Site shall be subject to the review authority and review processes set forth in this Section. Unless subject to Site Plan and Design Review as indicated in Section 8.1.6, uses that are "automatically permitted uses" or marked as "P" in Table 6.1 shall not require any discretionary approval under this Specific Plan. Chapter 1 of Article IX of the Carson Municipal Code (CMC) shall apply to matters not covered in this Specific Plan. If there is any conflict between the provisions of this Specific Plan and Chapter 1 of Article IX of the CMC, the provisions of this Specific Plan shall control. Unless otherwise set forth below, to be valid any appeal must be filed with the City Clerk in accordance with CMC Section 9173.4 within fifteen (15) days of the decision upon which the appeal is made, and failure to timely file an appeal is a failure to exhaust administrative remedies. Except as set forth in this Section 8, all appeals shall be governed by CMC Section 9173.4. All decisions shall automatically become final unless a valid appeal is timely received. Notice of public hearings shall be provided and hearings held in accordance with the provisions of the CMC. All items appealed shall be heard at the next available Planning Commission meeting or City Council meeting, as applicable.

8.1.1 Subdivisions

Unless specifically provided for in The District at South Bay Specific Plan, the regulations set forth in Chapter 2 of Article IX of the CMC, entitled "Subdivision Regulations," shall apply to all Divisions of Land hereafter made of property within the Project Site. Any (a) lot merger or (b) lot line adjustment between two or more existing adjacent parcels, where the land taken from one parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is not thereby created, shall not be deemed to be a division of land pursuant to the Subdivision Regulations and shall instead, consistent with the California Subdivision Map Act, Government Code Section 66400 et. seq. ("Subdivision Map Act"), be approved and a certificate of compliance may be issued upon the approval of such lot merger or lot line adjustment by the Community Development Director.

8.1.2 Residential Condominiums

The regulations set forth in Chapter 3 of Article IX of the CMC, entitled "Standards and Criteria for Residential Condominiums," shall not apply to residential condominiums within The District at South Bay Specific Plan.

8.1.3 Review Authority

This Specific Plan shall be administered by the City Council, the Planning Commission, and the Community Development Director (each a "Review Authority"). The authority of each Review Authority with respect to each discretionary action described in this Section 8.1 shall be as set forth in Table 8.1, below.

8.1.4 Specific Plan Amendments

Amendments to the Specific Plan shall be processed in accordance with the applicable provisions of State law provided in California Government Code sections 65450 et seq. The procedure in Section 9172.11 of the CMC shall be followed for hearing, notice and decision of a Specific Plan Amendment by the Planning Commission and City Council. Each request for amendment shall specify the sections or portions of the Specific Plan

that are affected by the amendment. Consideration of a Specific Plan Amendment may be initiated by the Community Development Director, the Planning Commission or the City Council or upon the written request of any person, consistent with CMC Section 9172.11.

Table 8.1 Decision and Appeal Authority of Each Review Authority			
Type of Permit¹	Decision and Appeal Authority		
	Community Development Director	Planning Commission	City Council
Specific Plan Amendment	Recommend	Recommend	Decision
Administrative Permit	Decision or Referral to Planning Commission	Appeal on Decision or Decision (if referred)	Appeal
Site Plan and Design Review ²	Recommend	Decision	Appeal
Conditional Use Permit	Recommend	Decision	Appeal
<p>1. When a Site Plan and Design Review, Conditional Use Permit, or Administrative Permit application is processed in conjunction with a Specific Plan Amendment, then notwithstanding this Table 8.1, the determination of the Review Authority and the process for consideration and approval may, at the discretion of the Community Planning Director, be determined pursuant to Section 8.1.9</p> <p>2. If the proposed new construction or modification has an estimated valuation of \$250,000 or less, Site Plan and Design Review may be approved administratively (no public hearing), with right of appeal to the Planning Commission and then the City Council.</p>			

8.1.5 Administrative Permits

A. Authority

An Administrative Permit is required (i) to approve those uses specifically identified in Table 6.1, or (ii) where a minor change, deviation or modification is requested to the regulations herein. The Community Development Director shall review the application for Administrative Permit with particular attention to the location, design configuration, and operational characteristics of the proposed development and other Specific Plan land uses.

B. Minor Deviations

The Community Development Director is authorized by Administrative Permit to approve a minor change, deviation or modification to the Specific Plan to allow the following:

1. A decrease in setback requirements not exceeding ten percent.
2. Height of walls or fences to be increased by a maximum of one foot.
3. Expansion or reduction of the net acreage covered by a given Planning Area within the Specific Plan by a maximum of 10 percent (and accompanying expansion or reduction of the net acreage covered by a given Land Use Category).
4. A decrease of not more than 10 percent in landscape coverage in parking lot areas.

5. An increase in sign area and/or number of signs of not more than 10 percent and other than pylon signs, a relocation of sign location or an increase in sign height of not more than 10 percent.
6. A decrease in parking requirements of not more than 10 percent, subject to approval by the Community Development Director of a parking demand study.
7. A change in exterior color that is a similar hue to the approved color for the exterior of any improvement.
8. Other minor changes, deviations or modifications of a similar nature to those listed above, which are deemed minor by the Review Authority including (i) minor changes, deviations or modifications to landscape materials, wall materials, wall alignment, entry design and streetscape design, and (ii) minor modifications to the development standards, design standards and guidelines set forth in Sections 6.0 and 7.0 of this Specific Plan provided such changes, deviations or modifications pursuant to either clause (i) and (ii) above do not exceed 10 percent of the applicable standard, and are consistent with the intent of the design guidelines and Specific Plan.

C. Procedure

1. **Decisions by Community Development Director on Administrative Permits**
Except as set forth in Section 8.1.5.C.2, all Administrative Permit applications shall be decided by the Community Development Director and, notwithstanding any provision of the CMC to the contrary, without a public hearing.
2. **Referral to Planning Commission**
The Community Development Director may refer any Administrative Permit application for a public hearing before the Planning Commission that the Community Development Director determines to have impacts on surrounding land uses or special neighborhood or community significance.

D. Required Findings

In acting to approve or conditionally approve an application for an Administrative Permit, the Review Authority shall make the following findings:

1. That the approval of the use or the proposed change, deviation or modification will not result in material adverse impacts on surrounding land uses; and
2. That the development is designed and will be conducted in compliance with the land uses and development standards set forth in this Specific Plan and in substantial conformity with the design guidelines or in accordance with an approved Development Plan.

8.1.6 Site Plan and Design Review

A. Applicability

Site Plan and Design Review is required for (i) all projects that are not consistent with a previously approved Development Plan pursuant to prior Site Plan and Design Review and for which a building permit is required that involves new construction, new development, exterior alterations or exterior installations for an existing building; (ii) the erection, replacement, or alteration of signage not in conformance with an approved comprehensive sign program; and/or Master Sign Program, and (iii) for landscaping associated with the foregoing construction and alterations.

B. Process

For all matters for which Site Plan and Design Review is required, a Development Plan, as defined in Section 9191.184 of the CMC, shall be submitted to the Planning Division. If Site Plan and Design Review and an Administrative Permit are required for any development or use, the Administrative Permit shall automatically issue without further action of the City upon approval by the City of the Site Plan and Design Review. Notwithstanding the foregoing, it is recognized that the Project Illustrative shown in Figure 4.0a, the internal streetscape and vehicular and non-vehicular circulation concepts (Figures 5.1a through 5.1n), the infrastructure concept plans (Figures 5.4a through 5.4c), the landscape theme areas (Figure 6.4a through 6.4j), conceptual walls and fences diagram (Figure 6.5a), conceptual sign locations (Figure 6.6a and 6.6b) and site lighting (Figures 6.7a through 6.7g) diagrams are conceptual only and other solutions, locations and/or concepts may be proposed and reviewed during the Site Plan and Design Review without requiring a Specific Plan amendment unless wholly inconsistent with the applicable conceptual designs.

C. Authority

The Community Development Director shall review each application for Site Plan and Design Review and make a recommendation to the Planning Commission for action on the Development Plan. If the Development Plan complies with all applicable requirements and standards of this Section and other laws and regulations, and the Review Authority finds that the criteria of Section 8.1.6.D. are adequately met, or can be met if specified conditions are observed, the Development Plan shall be approved, subject to such specified conditions. If the Review Authority finds that the proposal cannot meet and cannot be modified to meet the requirements of this Section and the above criteria, the Development Plan shall be disapproved. In all cases, findings shall be made concerning the grounds for approval or disapproval. Notice of the decision by the Planning Commission shall be given as provided in CMC 9173.32. Any change or modification to or deviation from a Development Plan approved in accordance with the Site Plan and Design Review procedures set forth in this Section 8.1.6 shall be processed pursuant to Administrative Permit application pursuant to Section 8.1.5.

D. Required Findings

In acting to approve or conditionally approve an application for Site Plan and Design

Review, the Review Authority shall make the following findings:

1. That the Development Plan complies with all applicable Specific Plan development standards set forth in Tables 6.1 and 6.2-1 of this Specific Plan and is in substantial conformity with the applicable landscape, lighting and signage provisions set forth in Section 6.0 of this Specific Plan;
 2. That the Development Plan substantially complies with all applicable Specific Plan design standards and guidelines set forth in Section 7.0 of this Specific Plan;
 3. That the Development Plan substantially complies with the intent of the Specific Plan; and
 4. That the Development Plan implements applicable goals and policies of the Specific Plan and City of Carson General Plan.
 5. That the Development Plan does not have a material adverse impact on surrounding land uses.
- E. Site Plan and Design Review in Conjunction with Specific Plan Amendment
Notwithstanding any other provision of this Specific Plan or the City of Carson Municipal Code, any Site Plan and Design Review application on file at the City being processed in conjunction with an amendment to this Specific Plan shall be processed in the manner established for processing of an amendment of the Specific Plan and the decision Review Authority shall be the City Council after Planning Commission recommendation.

8.1.7 Conditional Use Permits

Applications for uses set forth in Table 6.1 of this Specific Plan that require approval of a conditional use permit shall be processed in accordance with the provisions of Section 9172.21 of the CMC, except that, in addition to the findings required under Section 9172.21, the following additional findings shall be made:

- A. That the development substantially complies with the development standards and guidelines set forth under Sections 6.0 and 7.0 of this Specific Plan;
- B. That the development substantially complies with the intent and implements applicable goals and policies of the Specific Plan;
- C. That the development does not adversely impact surrounding land uses.

8.1.8 Other Considerations

- A. Prior to the issuance of any building permit, a report on the internal circulation system shall be submitted by the applicant to and approved by the Traffic Engineer as described in Section 5.1.2. The internal roadways, drive aisles, on-site intersection spacing, access openings, sidewalks, pedestrian and bike paths shall be constructed pursuant to the

- approved report.
- B. A conceptual landscape plan for the streetscape including slopes and entry monumentations shall be prepared by the City to ensure a cohesive development.
 - C. Prior to issuance of any grading or building permit, a construction truck traffic routing plan shall be submitted to and approved by the Traffic Engineer. The truck traffic routing plan shall emphasize routes that would avoid residential areas.
 - D. The applicant shall submit two sets of landscaping and irrigation plans, drawn, stamped, and signed by a licensed landscape architect. Such plans are to be approved by the Community Development Director prior to the issuance of any building permit. Wall and fence plans must be submitted but need not be prepared by a landscape architect.
 - E. The applicant shall submit two sets of lighting plans drawn, stamped, and signed by a licensed lighting consultant. Such plans are to be approved by the Community Development Director prior to the issuance of any building permit.
 - F. A Public Safety Plan which addresses on-site security and staffing for the on-site security office will be submitted for approval by the City, with consultation with the Los Angeles County Sheriff's Department prior to the issuance of any building permit for vertical construction.
 - G. No residential building permits for Planning Areas 1 or 2 shall be granted until DTSC has issued its consent or non-objection to the development of residential uses in such location based upon the RAP.
 - H. Prior to issuance of building permits for residential units, unless determined by the Community Development Director, the applicant shall submit a detailed acoustical study demonstrating that all project structures will meet applicable City interior noise levels and exterior living area noise levels, in accordance with applicable noise standards and zoning regulations.
 - I. Variances may be sought for relief from requirements under this Specific Plan and/or the applicable provisions of the CMC in accordance with applicable CMC procedures and requirements for approval by the City of a variance.
 - J. Applications for a comprehensive sign program shall comply with the procedures established by Section 6.6.
 - K. Notwithstanding the provisions of CMC Section 9173.1, if the City has taken a final action to deny an application, the same application or substantially the same application shall not be submitted within a six month period without the consent of the Community Development Director.

8.1.9 Concurrent Entitlement Consideration with Specific Plan Amendment

Notwithstanding any other provision of Table 8.1, when a Site Plan and Design Review, comprehensive sign program, Conditional Use Permit, or Administrative Permit application is processed in conjunction with any Specific Plan Amendment, then the matter may be considered by the Planning Commission concurrently with consideration of the Specific Plan Amendment. In such circumstances, the Planning Commission shall not be a decision Review Authority but instead shall make a recommendation to the City Council as to all related items concurrently with its recommendation on the Specific Plan Amendment, and the City Council shall be the decision Review Authority.

8.2 Financing

The District at South Bay is comprised of: a remediation and infrastructure project financed through a combination of public and private funds, and a series of private development projects financed by applicants. Public financing mechanisms could include, but are not limited to, community facilities districts, developer-constructed facilities in lieu of fee payment, and state and federal funding that may become available.

8.3 Phasing

Construction in Planning Areas 1, 2 and 3 is anticipated to begin in February of 2018 and be completed by the end of 2023. The District at South Bay will be developed in coordination with implementation of the approved RAP for the landfill site approved by and subject to the oversight of the DTSC. The principal phases of construction include implementation of the RAP, on-site and off-site infrastructure construction and vertical construction. While these construction phases are identified, it is anticipated that there would be some overlapping of activities since the current design is for the piles that support the buildings to be integrated with the Cap. As construction of the building support piles is tied to user demand, this phase of construction could proceed in multiple phases. Consequently, the buildings above the support piles may also be developed and occupied in multiple phases. In addition, construction on DD3, which is not on the landfill site and therefore is not subject to DTSC oversight, is anticipated to begin in 2018.

APPENDICES

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**APPENDIX A
PLANT PALETTE**

APPENDICES

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Table A-1 Plant Palette		
AL	Adapted to region	
L	Low supplemental water needs	
LM	Low to moderate supplemental water needs	
M	Moderate supplemental water needs	
VL	Very Low Water Needs	
H	High Water Needs	
Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
TREES		
Acacia baileyana	Bailey Acacia	AL
Acacia dealbata	Silver Wattle	AL
Acacia decurrens	Green Wattle	AL
Acacia farnesiana	Sweet Acacia	L
Acacia longifolia	Sydney Golden Wattle	AL
Acacia melanoxylon	Blackwood Acacia	AL
Acacia pendula	Weeping Myall	L
Acacia retinodes	Water Wattle	L
Acacia saligna	Willow Acacia	L
Acacia smallii	NCN	L
Aesculus californica	California Buckeye	AL
Agonis flexuosa	Peppermint Tree	M
Albizia julibrissin	Silk Tree	L
Angophora costata	Gum Myrtle	L
Arbutus menziesii	Madrone	L
Arbutus unedo	Strawberry Tree	L
Brachychiton populneus	Kurrajong Bottle Tree	L
Broussonetia papyrifera	Paper Mulberry	L
Callistemon citrinus	Lemon Bottlebrush	L
Callistemon viminalis & cvs	Weeping Bottlebrush	L
Calocedrus decurrens	Incense Cedar	M
Cassia Spectabilis	Crown of Gold Tree	M
Casuarina cunninghamiana	River She-oak	L
Casuarina equisetifolia	Horsetail Tree	AL
Casuarina stricta	Drooping She-oak	AL
Ceanothus arboreus	Feltleaf Ceanothus	L
Ceanothus 'Ray Hartman'	NCN	AL
Ceanothus thyrsiflorus	Blue Blossom	AL
Cedrus atlantica & cvs	Atlas Cedar	M
Cedrus deodara & cvs	Deodar Cedar	M
Ceratonia siliqua	Carob Tree	AL
Cercidium spp & cvs	Palo Verde	L
Cercis canadensis & cvs	Eastern Redbud	M
Cercis occidentalis	Western Redbud	L

APPENDICES

**Table A-1
Plant Palette**

Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
AL	Adapted to region	
L	Low supplemental water needs	
LM	Low to moderate supplemental water needs	
M	Moderate supplemental water needs	
VL	Very Low Water Needs	
H	High Water Needs	
<i>Chilopsis linearis</i>	Desert Willow	L
<i>Chitalpa tashkentensis</i>	Chitalpa	L
<i>Cordyline australis</i>	Giant Dracaena	L
<i>Cupressus arizonica</i>	Arizona Cypress	L
<i>Cupressus forbesii</i>	Tecate Cypress	L
<i>Cupressus glabra</i>	Smooth Arizona Cypress	L
<i>Cupressus macrocarpa</i>	Monterey Cypress	L
<i>Cupressus sempervirens</i>	Italian Cypress	L
<i>Dodonaea viscosa</i>	Hopseed Bush	LM
<i>Dracaena draco</i>	Dragon Tree	L
<i>Erythrina caffra</i>	Kaffirboom Coral Tree	M
<i>Feijoa sellowiana</i>	Pineapple Guava	L
<i>Ficus carica</i> & cvs	Common Fig	LM
<i>Geijera parviflora</i>	Australian Willow	L
<i>Grevillea robusta</i>	Silky Oak	L
<i>Jacaranda mimosifolia</i>	Jacaranda	M
<i>Juglans californica</i>	S. Calif. Black Walnut	AL
<i>Juniperus chinensis</i> 'Torulosa'	Hollywood Juniper	L
<i>Juniperus virginiana</i>	Eastern Redcedar	LM
<i>Lagerstroemia indica</i> & cvs	Crape Myrtle	L
<i>Laurus nobilis</i>	Sweet Bay	L
<i>Leptospermum laevigatum</i>	Australian Tea Tree	AL
<i>Leptospermum scoparium</i>	New Zealand Tea Tree	LM
<i>Lyonothamnus floribundus</i> & var.	Catalina Ironwood	AL
<i>Melaleuca armillaris</i>	Drooping Melaleuca	L
<i>Melaleuca linariifolia</i>	Flaxleaf Paperbark	L
<i>Melaleuca quinquenervia</i>	Cajeput Tree	L
<i>Melia azedarach</i> & cv	Chinaberry	AL
<i>Metrosideros excelsus</i>	New Zealand Christmas Tree	LM
<i>Olea europaea</i> "Fruitless cvs"	Fruitless Olive	L
<i>Pinus canariensis</i>	Canary Island Pine	L
<i>Pinus coulteri</i>	Coulter Pine	L
<i>Pinus eldarica</i>	Afghan Pine	L
<i>Pinus halepensis</i>	Aleppo Pine	AL
<i>Pinus pinea</i>	Italian Stone Pine	L

Table A-1 Plant Palette		
AL	Adapted to region	
L	Low supplemental water needs	
LM	Low to moderate supplemental water needs	
M	Moderate supplemental water needs	
VL	Very Low Water Needs	
H	High Water Needs	
Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
<i>Pinus radiata</i>	Monterey Pine	AL
<i>Pinus sabiniana</i>	Digger Pine	L
<i>Pinus torreyana</i>	Torrey Pine	AL
<i>Pittosporum phillyraeoides</i>	Willow Pittosporum	L
<i>Platanus racemosa</i>	Western Sycamore	M
<i>Prunus caroliniana</i>	Carolina Laurel Cherry	L
<i>Prunus lyonii</i>	Catalina Cherry	AL
<i>Punica granatum</i> & cvs	Pomegranate	L
<i>Quercus douglasii</i>	Blue Oak	AL
<i>Quercus engelmannii</i>	Mesa Oak	AL
<i>Quercus ilex</i>	Holly Oak	L
<i>Quercus lobata</i>	Valley Oak	L
<i>Quercus suber</i>	Cork Oak	L
<i>Rhus lancea</i>	African Sumac	L
<i>Robinia ambigua</i> & cvs	Locust	L
<i>Robinia pseudoacacia</i>	Black Locust	L
<i>Sambucus caerulea</i>	Blue Elderberry	AL
<i>Schinus molle</i>	Pepper Tree	AL
<i>Schinus polygamus</i>	Peruvian Pepper	L
<i>Tamarix aphylla</i>	Athel Tree	AL
<i>Tipuana tipu</i>	Tipu Tree	M
<i>Tristania conferta</i> & cv	Brisbane Box	M
<i>Vitex angus-castus</i>	Chaste Tree	L
<i>Xylosma congestum</i>	Shiny Xylosma	LM
<i>Yucca gloriosa</i>	Spanish Dagger	L
PALMS		
<i>Archontophoenix cunninghamiana</i>	King Palm	M
<i>Brahea armata</i>	Blue Hesper Palm	L
<i>Brahea edulis</i>	Guadalupe Palm	L
<i>Butia capitata</i>	Pindo Palm	L
<i>Caryota mitis</i>	Fishtail Palm	H
<i>Chamaerops humilis</i>	Mediterranean Fan Palm	L
<i>Howea forsteriana</i>	Kentia Palm	M
<i>Phoenix canariensis</i>	Canary Island Date Palm	L
<i>Phoenix dactylifera</i>	Date Palm	L

APPENDICES

**Table A-1
Plant Palette**

AL	Adapted to region	
L	Low supplemental water needs	
LM	Low to moderate supplemental water needs	
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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Rhapis excelsa	Lady Palm	M
Strelitzia nicolai	Giant Bird of Paradise	M
Trachycarpus fortunei	Windmill Palm	L
Washingtonia filifera	California Fan Palm	L
Washingtonia robusta	Mexican Fan Palm	L
SHRUBS AND VINES		
Acacia cultriformis	Knife Acacia	AL
Acacia cognata 'Cousin Itt'	River Wattle	M
Acacia cyclops	Western Coastal Wattle	AL
Acacia farnesiana	Sweet Acacia	L
Acacia longifolia	Sydney Golden Wattle	AL
Acacia retinodes	Water Wattle	L
Aesculus californica	California Buckeye	AL
Alyogyne huegelii	Blue Hibiscus	L
Anisodonteia hypomandarum	Dwarf Pink Hibiscus	LM
Arbutus unedo 'Compacta'	Dwarf Strawberry Tree	L
Arctostaphylos densiflora & cvs	Sonoma Manzanita	L
Arctostaphylos edmundsii	Little Sur Manzanita	L
Arctostaphylos hookeri	Monterey Manzanita	L
Artemisia arborescens	Shrubby Wormwood	AL
Artemisia californica & cvs	California Sagebrush	AL
Artemisia 'Powis Castle'	NCN	AL
Atriplex l. var. breweri	Brewer Saltbush	L
Baccharis p. consanguinea	Chaparral Broom	AL
Baccharis sarothroides	Desert Broom	L
Bougainvillea species & cvs	Bougainvillea	LM
Bougainvillea x 'Oo-La-La' TM	Oo-la-la Bougainvillea	M
Caesalpinia species	Bird-of-paradise Bush	L
Callistemon citrinus	Lemon Bottlebrush	L
Callistemon rigidus	Stiff Bottlebrush	L
Calocephalus brownii	Cushion Bush	LM
Carpenteria californica	Bush Anemone	L
Cassia artemisioides	Feathery Cassia	L
Cassia nemophila	Desert Cassia	L
Cassia odorata	Spreading Cassia	L

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Cassia phyllodinea	Silvery Cassia	L
Ceanothus arboreus	Feltleaf Ceanothus	L
Ceanothus 'Concha'	NCN	L
Ceanothus 'Dark Star'	NCN	AL
Ceanothus 'Frosty Blue'	NCN	AL
Ceanothus gloriosus & cvs	Point Reyes Ceanothus	AL
Ceanothus griseus & cvs	Carmel Ceanothus	AL
Ceanothus impressus	Santa Barbara Ceanothus	L
Ceanothus 'Joyce Coulter'	NCN	AL
Ceanothus 'Julia Phelps'	NCN	AL
Ceanothus maritimus & cvs	Maritime Ceanothus	AL
Ceanothus 'Ray Hartman'	NCN	AL
Ceanothus rigidus & cvs	Monterey Ceanothus	AL
Ceanothus thyrsoflorus & cvs	Blue Blossom Ceanothus	AL
Ceanothus 'Wheeler Canyon'	NCN	L
Cercis occidentalis	Western Redbud	L
Chamaelium uncinatum	Geraldton Wax Flower	L
Chilopsis linearis	Desert Willow	L
Cistus species & cvs	Rockrose	L
Cleome isomeris	Bladderpod	AL
Comarostaphylis diversifolia	Summer Holly	AL
Cordyline banksii Electric Star	Electric Star Grass Tree	M
Correa species & cvs	Correa	L
Cotoneaster apiculatus	Cranberry Cotoneaster	LM
Cotoneaster buxifolius	NCN	L
Cotoneaster congestus	NCN	L
Cotoneaster horizontalis	Rock Cotoneaster	L
Cotoneaster lacteus	Red Clusterberry	L
Cotoneaster salicifolius	Willowleaf Cotoneaster	L
Dalea frutescens	Black Dalea	LM
Dalea pulchra	Indigo Bush	LM
Dendromecon species	Bush Poppy	AL
Dodonaea viscosa	Hopseed Bush	LM
Echium fastuosum	Pride of Madeira	L
Elaeagnus pungens	Silverberry	L
Encelia californica	California Encelia	AL

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Eriogonum arborescens	Santa Cruz Island Buckwheat	AL
Eriogonum cinereum	Asyleaf Buckwheat	AL
Eriogonum fasciculatum	Common Buckwheat	AL
Eriogonum giganteum	St. Catherine's Lace	AL
Eriogonum parvifolium	Coastal Buckwheat	AL
Eucalyptus lehmannii	Bushy Yate	AL
Eugenia myrtifolia 'Globulus'	Dwarf Brush Cherry	M
Eugenia myrtifolia 'Monterey Bay'	Monterey Bay Brush Cherry	M
Feijoa sellowiana	Pineapple Guava	L
Fremontodendron species & cvs	California Flannel Bush	AL
Galvezia speciosa	Island Bush-snapdragon	L
Garrya elliptica	Coast Silktassel	AL
Grevillea species & cvs	Grevillea	L
Hakea suaveolens	Sweet-scented Hakea	L
Hardenbergia violacea	False Sarsaparilla	L
Heteromeles arbutifolia	Toyon	AL
Hibiscus syriacus	Rose of Sharon	L
Iva hayesiana	Hayes Iva	AL
Jasminum species	Jasmine	LM
Juniperus chinensis & cvs	NCN	L
Juniperus sabina & cvs	Savin Juniper	L
Juniperus scopulorum & cvs	Rocky Mountain Juniper	L
Justicia californica	Chuparosa	L
Justicia spicigera	Mexican honeysuckle	L
Keckiella species	Native Penstemon	AL
Lagerstroemia indica & cvs	Compact Crape Myrtle	L
Lantana camara	Yellow Sage	LM
Lavandula species & cvs	Lavender	L
Lavatera species	Mallow	AL
Leonotis leonurus	Lion's Tail	L
Leptospermum laevigatum	Australian Tea Tree	AL
Leptospermum scoparium	New Zealand Tea Tree	LM
Leucadendron salignum 'Blush'	Blush Leucadendron	L
Leucophyllum species & cvs	Cenizo	L
Lupinus albifrons	Silver Lupine	L

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Lupinus arboreus	Coastal Bush Lupine	AL
Macfadyena unguis-cati	Cat's Claw	L
Mahonia aquifolium	Oregon Grape	M
Mahonia 'Golden Abundance'	NCN	L
Mahonia nevinii	Nevin Mahonia	L
Mahonia pinnata & cvs	California Grape	L
Malosma laurina	Laurel Sumac	AL
Melaleuca armillaris	Drooping Melaleuca	L
Melaleuca nesophila	Pink Melaleuca	AL
Metrosideros excelsus	New Zealand Christmas Tree	LM
Myoporum laetum & cvs	NCN	L
Myrica californica	Pacific Wax Myrtle	LM
Myrtus communis & cvs	True Myrtle	L
Philodendron xanadu	Philodendron	M
Phormium tenax 'Bronze'	Bronze New Zealand Flax	L
Plecostachys serpyllifolia	NCN	L
Plumbago auriculata	Cape Plumbago	L
Polygonum aubertii	Silver Lace Vine	L
Prunus caroliniana cvs	Carolina Laurel Cherry	L
Prunus ilicifolia	Hollyleaf Cherry	AL
Prunus lyonii	Catalina Cherry	AL
Punica granatum & cvs	Pomegranate	L
Pyracantha species & cvs	Firethorn	L
Rhamnus alaternus	Italian Buckthorn	L
Rhamnus californica	California Coffeeberry	L
Rhamnus crocea & var.	Redberry	AL
Rhaphiolepis indica & cvs	India Hawthorn	L
Rhaphiolepis 'Majestic Beauty'	NCN	L
Rhaphiolepis umbellata & cv	Yedda Hawthorn	L
Rhus integrifolia	Lemonade Berry	AL
Rhus ovata	Sugar Bush	AL
Ribes aureum	Golden Currant	AL
Ribes indecorum	White-flowered Currant	AL
Ribes malvaceum	Chaparral Currant	AL
Ribes speciosum	Fuchsia-flowering Gooseberry	LM

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Rosa banksiae	Lady Banks' Rose	LM
Rosa meidiland series 'Fire'	Fire Meidiland Rose	M
Rosmarinus officinalis & cvs	Rosemary	L
Salvia apiana	White Sage	AL
Salvia chamaedryoides	Blue Sage	L
Salvia clevelandii & cvs	Cleveland Sage	AL
Salvia greggii	Autumn Sage	L
Salvia leucantha	Mexican Bush Sage	L
Salvia leucophylla	Purple Sage	AL
Salvia mellifera & cvs	Black Sage	AL
Sambucus caerulea	Blue Elderberry	AL
Santolina species	Lavender Cotton	L
Schefflera arboricola	Schefflera	M
Schefflera 'Gold Capella'	Gold Capella Schefflera	M
Schinus molle	Pepper Tree	AL
Simmondsia chinensis	Jojoba	L
Sollya heterophylla	Australian Blue-bell Creeper	L
Trachelospermum jasminoides	Star Jasmine	M
Tecomaria capensis	Cape Honeysuckle	LM
Teucrium chamaedrys	NCN	LM
Teucrium fruticans	Bush Germander	L
Trichostema lanatum	Woolly Blue Curls	AL
Vitex agnus-castus	Chaste Tree	L
Westringia species	NCN	L
Xylosma congestum	Shiny Xylosma	LM
GROUND COVERS		
Acacia redolens & cvs	NCN	L
Achillea millefolium	Common Yarrow	L
Acorus gramineus	Sweet Flag	LM
Adenostoma fasciculatum 'Prostrata'	Chamise	L
Agapanthus africanus 'Summer Gold'	Summer Gold Lily of the Nile	L
Alpinia zerumbet 'Variegata'	Variegated Shell Ginger	H
Alocasia Amazonica	African Mask	H
Aptenia 'Red Apple'	NCN	L

**Table A-1
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Arctostaphylos edmundsii & cvs	Little Sur Manzanita	L
Arctostaphylos 'Emerald Carpet'	NCN	L
Arctostaphylos hookeri & cvs	Monterey Manzanita	L
Arctostaphylos 'Pacific Mist'	NCN	L
Arctotheca calendula	Cape Weed	LM
Artemisia californica & cvs	Prostrate California Sagebrush	AL
Asparagus densiflorus 'Myersii'	Foxtail Fern	M
Aspidistra elatior	Cast Iron Plant	M
Asplenium hybrid 'Austral Gem'	Austral Gem™ Fern	M
Atriplex glauca	NCN	AL
Atriplex semibaccata	Creeping Saltbush	AL
Baccharis 'Centennial'	NCN	L
Bougainvillea cultivars	Bougainvillea	L
Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama Grass	L
Canna indica 'Phasion'	Tropicanna Canna	M
Carex pansa	Dune Sedge	M
Carex testacea 'Prairie Fire'	Prairie Fire New Zealand Sedge	M
Carpobrotus species	Sea Fig	AL
Ceanothus gloriosus & cvs	Point Reyes Ceanothus	L
Ceanothus g. var. horizontalis	Carmel Creeper	L
Ceanothus g. var. h. 'Yankee Point'	NCN	L
Ceanothus 'Joyce Coulter'	NCN	L
Ceanothus maritimus & cvs	Maritime Ceanothus	L
Cephalophyllum 'Red Spike'	Red Spike Ice Plant	L
Cistus salviifolius	Sageleaf Rockrose	L
Cistus 'Sunset'	NCN	L
Clivia miniata 'Belgian Hybrid Orange'	Belgian Hybrid Orange Kaffir Lily	L
Coprosma kirkii	NCN	L
Coprosma 'Tequila Sunrise'	Tequila Sunrise Mirror Plant	M
Coprosma 'Verde Vista'	NCN	L
Cotoneaster adpressus	Creeping Cotoneaster	L
Cotoneaster dammeri & cvs	NCN	L
Cotoneaster horizontalis	Rock Cotoneaster	L
Cotoneaster salicifolius 'Repens'	NCN	L
Crassula multicava	NCN	L

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Delosperma 'Alba'	White Trailing Ice Plant	L
Drosanthemum floribundum	Rosea Ice Plant	L
Dymondia margaretae	NCN	L
Eriogonum fasciculatum & cvs	Common Buckwheat	AL
Festuca ovina glauca	Blue Fescue	L
Gazania species & cvs	Gazania	LM
Hardenbergia violacea & cvs	False Sarsaparilla	L
Iva hayesiana	Hayes Iva	AL
Juniperus chinensis & cvs	NCN	L
Juniperus conferta	Shore Juniper	L
Juniperus horizontalis & cvs	Creeping Juniper	L
Juniperus sabina & cvs	Tamarix Juniper	L
Lampranthus species	Ice Plant	L
Lantana montevidensis & cvs	Trailing Lantana	L
Liriope muscari 'Love Potion no. 13'	Emerald Goddess® Lilyturf	M
Lonicera japonica 'Halliana'	Hall's Japanese Honeysuckle	LM
Mahonia aquifolium 'Compacta'	Compact Oregon Grape	LM
Mahonia repens	Creeping Mahonia	L
Maleophora species	Ice Plant	L
Myoporum hybrids	NCN	L
Myoporum parvifolium & cvs	Prostrate Myoporum	L
Nassella tenuissima	Texas Needle Grass	L
Pacific Meadow Mix Creeping Fescue Blend		M
Philodendron 'Moonlight'	Moonlight Philodendron	M
Pyracantha species & cvs	Firethorn	L
Ribes viburnifolium	Evergreen Currant	L
Rosmarinus officinalis & cvs	Prostrate Rosemary	L
Sansevieria zeylanica	Zeylanica Snake Plant	L
Salvia mellifera & cvs	Prostrate Black Sage	AL
Scaevola 'Mauve Clusters'	NCN	L
Sedum species	Stonecrop	L
Senecio mandraliscae	NCN	L
Sesleria autumnalis 'Campo Azul'	Campo Azul Moor Grass	M
Teucrium cossonii	NCN	LM

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Verbena species & cvs	Verbena	L
Westringia fruticosa 'NFL25'	Mundi Coast Rosemary	L
PERENNIALS		
Achillea species & cvs	Yarrow	L
Anigozanthos species & cvs	Kangaroo Paw	LM
Armeria maritima	Sea Pink	M
Artemisia pycnocephala & cvs	Sandhill Sage	LM
Asteriscus species	NCN	L
Brachycome multifida	Cut-leaf Daisy	LM
Centaurea species	Dusty Miller	L
Centranthus ruber	Red Valerian	AL
Cheiranthus 'Bowles Mauve'	Shrubby Wallflower	LM
Convolvulus cneorum	Bush Morning Glory	L
Convolvulus mauritanicus	Ground Morning Glory	L
Coreopsis species & cvs	Coreopsis	L
Cortaderia selloana	Pampas Grass	L
Dietes species & cvs	Fortnight Lily	L
Diplacus species & hybrids	Monkey Flower	AL
Elymus species & cvs	Giant Wild Rye	L
Epilobium species & cvs	California Fuchsia	L
Erigeron glaucus & cvs	Beach Aster	L
Erigeron karvinskianus	Mexican Daisy	LM
Eriogonum crocatum	Conejo Buckwheat	L
Eriogonum grande ssp. rubescens	Red Buckwheat	L
Eriogonum umbellatum & cv	Sulfur Flower	LM
Eschscholzia californica	California Poppy	AL
Euphorbia millii	Crown of Thorns	L
Euphorbia rigida	NCN	L
Euryops pectinatus & cv	Euryops	L
Gaillardia grandiflora	Blanket Flower	L
Gaura lindheimeri	Gaura	LM
Helianthemum nummularium & cvs	Sunrose	LM
Helictotrichon sempervirens	Blue Oat Grass	L
Hemerocallis species & cvs	Daylily	M
Heuchera species & cvs	Coral Bells	M

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<i>Iris douglasiana</i> & cvs	Pacific Coast Iris	LM
<i>Kniphofia uvaria</i> & cvs	Red-hot Poker	L
<i>Limonium perezii</i>	Sea Lavender	AL
<i>Lobelia laxiflora</i>	Mexican Bush Lobelia	L
<i>Muhlenbergia</i> species	NCN	L
<i>Oenothera</i> species	Mexican Evening Primrose	L
<i>Pennisetum setaceum</i> & cv	Fountain Grass	L
<i>Penstemon</i> species & cvs	Western Natives	L
<i>Perovskia atriplicifolia</i>	Russian Sage	L
<i>Phlomis</i> species	NCN	L
<i>Phormium tenax</i> & cvs	New Zealand Flax	L
<i>Romneya coulteri</i> & cvs	Matilija Poppy	AL
<i>Rosmarinus</i> spp	Rosemary	L
<i>Salvia</i> species & cvs	Sage	AL
<i>Senecio cineraria</i>	Dusty Miller	L
<i>Senecio cylindricus</i>	Narrow-Leaf Chalk Sticks	L
<i>Senecio Serpens</i>	Blue Chalk Sticks	L
<i>Sisyrinchium bellum</i>	Blue-eyed Grass	AL
<i>Stachys byzantina</i>	Lamb's Ear	LM
<i>Strelitzia reginae</i>	Bird Of Paradise	AL
<i>Tagetes lemmonii</i>	Mountain Marigold	L
<i>Thymus</i> species & cvs	Thyme	LM
<i>Tulbaghia violacea</i> & cv	Society Garlic	M
<i>Verbena</i> species & cvs	Verbena	L
<i>Xanthorrhoea</i> species	Grass Tree	L
AGAVE, CACTI, SUCCULENTS, AND YUCCA		
<i>Aeonium</i> species & cvs	NCN	L
<i>Aeonium</i> 'Cabernet'	Giant Velvet Rose	L
<i>Aeonium canariense</i>	Giant Velvet Rose	L
<i>Aeonium</i> 'Sunburst'	Copper Pinwheel	L
<i>Agave americana</i>	Century Plant	L
<i>Agave attenuata</i>	Foxtail Agave	L
<i>Agave shawii</i>	Shaw's Century Plant	L
<i>Agave victoriae-reginae</i>	NCN	L
<i>Agave vilmoriniana</i>	Octopus Agave	L

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Aloe arborescens	Tree Aloe	AL
Aloe bainesii	NCN	AL
Aloe candelabrum	Candelabra Aloe	L
Aloe ciliaris	NCN	L
Aloe ferox	NCN	L
Aloe marlothii	NCN	L
Aloe nobilis	NCN	L
Aloe plicatilis	NCN	L
Aloe striata	Coral Aloe	L
Aloe vera	Medicinal Aloe	L
Beaucarnea recurvata	Ponytail Tree	L
Beschorneria septentrionalis	False Red Agave	M
Cereus peruvianus	Peruvian Apple	L
Cordyline australis	Dracaena Palm	L
Cotyledon species	NCN	L
Crassula capitella 'Campfire'	Campfire Crassula	L
Crassula species	Jade Plant	L
Dasyliirion species	Desert Spoon	L
Delosperma nubigenum 'Baustoland'	Trailing Ice Plant	L
Dracaena draco	Dragon Tree	L
Dudleya species	Live-forever	AL
Dyckia 'Burgundy Ice'	Burgundy Ice Dyckia	L
Echeveria species	Echeveria	L
Echeveria nodulosa	Painted Echeveria	L
Echeveria 'Perle von Nurnberg'	Perle von Nurnberg Echeveria	L
Echeveria subrigida 'Fire and Ice'	Fire and Ice Echeveria	L
Euphorbia ingens	Candelabra Tree	L
Euphorbia tirucalli	Milkbush	L
Furcraea foetida 'Mediopicta'	Mauritius Hemp	L
Hesperaloe parviflora	Red Yucca	L
Kalanchoe species	NCN	L
Nolina species	Bear Grass	L
Opuntia species	Prickly Pear, Cholla	L
Portulacaria afra	Elephant's Food	L
Sedum acre	Gold Moss Stonecrop	L

APPENDICES

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Plant Palette**

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Sedum reflexum 'Angelina'	Angelina Stonecrop	L
Sedum reflexum 'Blue Spruce'	Blue Spruce Stonecrop	L
Yucca aloifolia	Spanish Bayonet	L
Yucca gloriosa	Spanish Dagger	L
Yucca whipplei	Our Lord's Candle	AL
Source: Excerpted from Landscape Plants for Western Regions by Bob Perry.		

**APPENDIX B
LIGHTING PALETTE**

APPENDICES

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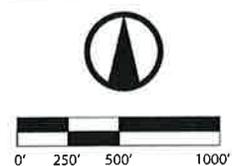
THE DISTRICT AT SOUTH BAY LIGHTING PALETTE

The proposed palette of lighting fixtures, presented below, demonstrates examples of systems that would be in compliance with the design guidelines and to provide examples of the architectural scale and quality of these materials. These fixtures selections should meet the performance criteria of the guidelines while providing an attractive complement to the building and landscape. For each building-type and roadway component within the proposed development, examples of fixture types that would be applicable are illustrated below. These fixtures represent examples of lighting products that will satisfy the guidelines criteria and legal requirements for task illuminance, light trespass, and glare.



LEGEND

- | | |
|-----------------------------|---|
| A. Typical Del Amo Entrance | E. Typical Residential/Commercial Interface |
| B. Typical Street A | F. I-405 Freeway/Commercial Interface |
| C. Typical Street B | G. Entertainment Area Accent |
| D. Typical Parking Lots | |



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

APPENDICES

The following example is applicable to:

Section A - Typical Del Amo Entry

Section E - Typical Residential/Project Interface



The following example is applicable to:

- Section B - Typical Street A
- Section C - Typical Street C
- Section D - Typical Parking Lots
- Section F - 405 Freeway Edge/Commercial Interface



The following example is applicable to:

- Section G - Entertainment Driveway Accent



APPENDICES

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APPENDIX C
CONSISTENCY ANALYSIS

APPENDICES

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Table C-1 Consistency Analysis		
Policy #	Relevant Policy	Analysis of Project Consistency
CITY OF CARSON GENERAL PLAN, LAND USE ELEMENT (2004) - POLICIES		
LU-1	Productive reuse of "brownfield" site.	The proposed modified Project would put to productive use a contaminated, former landfill/brownfield site, via site remediation through implementation of the RAP.
LU-5.2	Implement and expand strategies to market, attract, and/or retain retail commercial areas and encourage businesses to participate.	The proposed modified Project would establish the Project site as a signature project along the I-405 Freeway, well located with regard to other freeways. The proposed modified Project would offer high visibility in a new, planned development. It would include entertainment uses to attract visitors and meet the needs of local population. Within specific retail sectors, development on the Property is not anticipated to result in short- or long-term impacts to the regional commercial sector but is projected to have a short-term negative effect on the local-serving commercial sector. However, it is forecasted that these short-term effects would be substantially reduced in the long term as projected household growth continues into the future.
LU-5.3	Identify unique economic opportunities, such as niche markets, that will allow the City to capitalize on its location, its cultural diversity, and the tourism industry in the region.	The proposed modified Project would provide a regional facility in a mixed-use development, visibly noticeable along a major freeway corridor. The large scale of the proposed modified Project and the proposed mix of visitor and local serving uses would create an opportunity to support a large range of uses, including specialized markets.
LU-6.2	Achieve a sustainable land use balance through provision of incentives for desired uses; coordination of land use and circulation patterns; and promotion of a variety of housing types and affordability.	The proposed modified Project would construct an internal circulation system on the Property that would be linked with the regional network and linked to the Avalon Boulevard interchange. The proposed modified Project's mitigation measures would include improvements to reduce impacts on the local road network within the City's jurisdiction where feasible, and where consistent with other General Plan policies. The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, would add up to 1,550 new housing units, thus adding to the range and mix of housing available in the City of Carson. Retail uses would serve both local (City residents) and regional populations. Within specific retail sectors, development on the Property is not anticipated to result in short- or long-term impacts to the regional commercial sector but is projected to have a short-term negative effect on the local-serving commercial sector. However, it is forecasted that these short-term effects would be substantially reduced in the long term as household growth continues into the future.

**Table C-1
Consistency Analysis**

Policy #	Relevant Policy	Analysis of Project Consistency
LU-6.3	Consider establishing minimum land use density requirements in certain areas such as mixed-use zones to provide more efficient, consistent, and compatible development patterns while also promoting greater potential for pedestrian and transit oriented development.	The proposed modified Project would be implemented under the SPA ¹ which allows for mixed-use development in an efficient manner. Density and height limits would allow for mid-rise residential development including densities up to 60 du/ac. The proposed modified Project includes provision for pedestrian and bicycle transit and can be linked to nearby public transit routes.
LU-6.6	Attract land uses that generate revenue to the City of Carson, while maintaining a balance of other community needs such as housing, open space, and public facilities.	The proposed modified Project would include up to approximately 1,834,333 sq.ft. of commercial use that would be generating revenue to the City. The proposed modified Project, in combination with the 300 units entitled for construction on DD3, could add up to 1,550 housing units if fully developed, intermixed with plazas and open space.
LU-7.2	Locate truck intensive uses in areas where the location and circulation pattern will provide minimal impacts on residential and commercial uses.	Commercial loading areas would be screened where appropriate and truck loading activities would be set back from residential uses to minimize impacts on residential uses. Loading areas are located in areas on the Project site that would minimize conflicts with commercial uses.
LU-7.3	Promote the use of buffers between more intensive industrial uses and residential uses.	The proposed modified Project would include no industrial uses. New residential development would not be located adjacent to intensive industrial uses.
LU-8.1	Amend the Zoning Ordinance to provide for those Mixed Use areas identified on the General Plan Land Use Plan.	The land use for the Project site is Mixed-Use Residential. Since the approval of the approved Specific Plan in 2006, the zoning for this site has been consistent with the Mixed-Use land use designation. ²
LU-8.3	Locate higher density residential uses in proximity to commercial centers in order to encourage pedestrian traffic and provide a consumer base for commercial uses.	The proposed modified Project includes the potential for high density residential development within a mixed-use project containing up to 1,834,833 sq.ft. of commercial activity. The SPA includes a pedestrian circulation system that connects the various components of the Project site.
LU-11.1	Target potential sites or areas for the development of signature projects.	Project implementation would create a signature project at a location that has been identified as being conducive to such a project, due to the Project site's location along the I-405 Freeway, visual accessibility from the I-405 Freeway and its location within the central area of Carson.

1. "SPA" refers to this Specific Plan Amendment.
 2. As part of the 2006 amendment to the General Plan (No. 13-05), LU-IM-8.1 was revised to state: "The area formerly occupied by Cal Compact, along the 405 Freeway; uses to be permitted include a mix of High Density Residential, General Commercial, and Regional Commercial."

Table C-1 Consistency Analysis		
Policy #	Relevant Policy	Analysis of Project Consistency
LU-11.2	Encourage development of desired uses such as quality retail, restaurant uses, and entertainment in targeted areas.	The proposed modified Project would include up to 1,834,833 sq.ft. of commercial space on the Property. Based on the current Conceptual Project Components Plan, up to 711,500 sq.ft. of luxury outlet retail uses, 100,000 sq.ft. is designated for restaurants, and 130,000 sq.ft. is designated for commercial recreation/entertainment. The SPA would encourage the development of these use within a concentrated area within the City.
LU-12.3	Review landscape plans for new development to ensure that landscaping relates well to the proposed land use, the scale of structures, and the surrounding area.	The SPA establishes landscaping concepts for the various areas of the Project site and identifies a palette of permitted plans. The SPA requires site plan and design review for compliance with the SPA to ensure that the proposed landscape plan is consistent with the General Plan objectives and the more-specific requirements of the SPA.
LU-12.5	Improve City appearance by requiring landscaping to screen, buffer and unify new and existing development. Mandate continued upkeep of landscaped areas.	The SPA requires that landscaping within the Property should be consistent in design and cohesive among planning areas. The SPA incorporates landscape requirements to buffer commercial uses from existing residential uses to the south and west of the Project site and requires development setbacks to establish additional buffers. Developers shall be responsible for maintaining landscaped areas within the Property.
LU-13.1	Promote a rhythmic and ceremonial streetscape along the City's arterial roadways, continuing the use of landscaped medians.	The Project continues to promote maintenance of landscaped medians throughout the City. In addition, landscaping is required by the SPA along internal public streets, and the SPA identifies landscaping concepts for each of the roadways.
LU-13.3	Continue and, when possible, accelerate the undergrounding of utility lines throughout the City.	Per Section 5.3.4 of the SPA, utility lines would be placed underground whenever feasible.
LU-13.4	Encourage architectural variation of building and parking setbacks along the streetscape to create visual interest, avoid monotony and enhance the identity of individual areas.	Once adopted, the Property would be subject to the Design Guidelines in Section 7 of the SPA, which cover site and landscape design standards, as well as architectural standards for each planning area. Other improvements, such as dedicated public plazas and public art, are required in the Entertainment Area and enhance the quality of the pedestrian environment.
LU-13.5	Continue to require landscaping treatment along any part of a building site which is visible from City streets.	Del Amo Boulevard and Main Street are designated as landscape theme areas in the SPA. Landscaping would also be provided along the internal streetscapes, including along Street A and public portions of Street B.

Table C-1 Consistency Analysis		
Policy #	Relevant Policy	Analysis of Project Consistency
LU-13.7	Ensure proper maintenance of parkways along arterial streets and landscaping of private property visible from the public right-of way.	The City would be responsible for maintaining parkways along arterial streets, and the developer(s) would be responsible for installing and maintaining landscape in privately owned areas visible from public right-of-way.
LU-14.1	Work with Caltrans to provide and maintain an attractive freeway environment in Carson, including access ramps.	The SPA provides landscape and signage guidelines for the Property and includes a Freeway Edge theme area facing the I-405 Freeway to ensure consistency of signage and plantings in this area. The City would continue to be responsible for the landscape and maintenance of the slope, and would coordinate with Caltrans to ensure acceptable design.
LU-14.2	Require new commercial or industrial development adjacent to and visible from freeways and freeway ramps to incorporate full architectural and landscape treatment of the building on the freeway side.	Landscape standards in the SPA and landscape, site design, and architectural guidelines in SPA Section 7 provide standards for building treatment for development and landscaping on the Property. Buildings would provide a signature entry into the City of Carson. Additionally, final architectural designs are subject to administrative review and approval by the City prior to issuance of building permits.
LU-14.4	Provide entry markers with landscaping on the major arterials.	Project entries from arterials roads are designated within the SPA as "Entries" landscape theme areas, and would be subject to enhanced landscaping standards.
LU-15.1	Encourage the location of housing, jobs, shopping, services and other activities within easy walking distance of each other.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, includes mixed uses with up to 1,550 residential units and up to 1,834,833 sq.ft. of commercial use within the Property. The conceptual site design within the SPA includes a pedestrian circulation system that connects the various components of the Property, thereby facilitating the type of pedestrian activity targeted by this policy.
LU-15.2	Maintain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live in Carson.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, could construct up to 1,550 units in total if fully built, which would contribute to the range of housing opportunities within the City of Carson.
LU-15.3	Ensure that community transportation facilities are connected to a larger transit network.	The proposed modified Project's internal circulation system would provide access to Main Street and Avalon Boulevard via Del Amo Boulevard, with accessibility to the I-405 Freeway via the ramp constructed at Avalon Boulevard. In addition, new bus stops may be located on Street A and/or Del Amo Boulevard.

Table C-1 Consistency Analysis		
Policy #	Relevant Policy	Analysis of Project Consistency
LU-15.4	Develop a center focus within the community that combines commercial, civic, cultural and recreational uses.	The Project site is located within the central part of the City. The proposed modified Project's development with a variety of commercial and entertainment venues would contribute development at a location amidst the Carson Civic Center, the Stub-Hub Center, California State University at Dominguez Hills, the South Bay Pavilion, and the Victoria Golf Course and Park, thus adding to the centrality of such community uses.
LU-15.5	Ensure that the design of public spaces encourages the attention and presence of people at all hours of the day and night.	The proposed modified Project is anticipated to offer entertainment and dining as well as shopping opportunities. These activities would continue into the evening hours. The SPA includes standards for public art and landscaping to enhance the public spaces.
LU-15.6	Ensure development of pedestrian oriented improvements which provide better connections between and within all developments while reducing dependence on vehicle travel.	The proposed modified Project includes an internal system of pedestrian sidewalks and pathways that would interconnect all portions of the Property.
CITY OF CARSON GENERAL PLAN, HOUSING ELEMENT (2014-2021)—POLICIES		
H-1.3	Promote economic well being of the City by encouraging the development and diversification of its economic base.	The proposed modified Project would include up to 1,834,833 sq.ft. of commercial uses. Commercial uses are anticipated to include a broad array of uses; e.g., regional commercial, including outlet uses, neighborhood commercial, restaurants, commercial recreation/entertainment, and hotel uses. Within specific retail sectors, development on the Property is not anticipated to result in short- or long-term impacts to the regional commercial sector but is projected to have a short-term negative effect on the local-serving commercial sector. However, it is forecasted that these short-term effects would be substantially reduced in the long term as household growth continues into the future.
H-1.5	Establish and maintain development standards that support housing development while protecting the quality of life.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, would provide up to 1,550 housing units. These housing units would be developed subject to development and design guidelines established in the SPA, addressing such items as but not limited to site planning, building massing, color and materials, and building detailing.

**Table C-1
Consistency Analysis**

Policy #	Relevant Policy	Analysis of Project Consistency
H-2.2	Assure residential safety and security	Residential, mixed-use, and commercial development would be subject to the lighting standards set forth in SPA Section 6.7, which provide minimum nighttime standards to ensure safety. In addition, a Community Safety Center would be provided for the proposed modified Project for use by the Property's private security force and the Los Angeles County Sheriff's Department.
H-2.7	Require excellence in the design of housing through the use of materials and colors, building treatments, landscaping, open space, parking, environmentally sensitive and sustainable building design.	Residential and residential mixed-use buildings would be required to comply with the site design, landscape, and architectural standards established in SPA Section 6.4 and Section 7. The architectural intent of the proposed modified Project is to create a development that serves as a signature gateway into the City of Carson, and provides significant aesthetic improvement over the existing landfill.
H-3.1	Facilitate and encourage diversity in types, prices, ownership, and size of single-family homes, apartments, townhomes, mixed-use housing, transit-oriented development, and live-work housing.	The proposed housing units (up to 1,550 units in total with the 300 units entitled for construction on DD3) would add multi-family residential units of varying sizes, which would increase the variety of housing opportunities within the City. In addition, the proposed modified Project allows for residential development in close proximity to commercial development, and live-work housing is permitted in portions of the Project site.
H-3.2	Work to expand the resource of developable land by making underutilized land available for development.	The proposed modified Project would put to productive use a contaminated, former landfill/brown-field site, via site remediation through implementation of the RAP.
H-3.6	Promote the development of multifamily housing.	The SPA designates approximately 15 acres in PA 1 and PA 2 permitting multi-family residential units at densities of up to 60 du/ac (or on PA 1, at greater density, up to 80 du/ac with a General Plan amendment).
H-3.7	Encourage residential development along transit corridors and in close proximity to employment, transportation and activity centers.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, provides for up to 1,550 residential units in mixed-use buildings or in close proximity to a major commercial center. Additionally, the proposed modified Project is in close proximity to several other major commercial centers, as well as the StubHub Center.

Table C-1 Consistency Analysis		
Policy #	Relevant Policy	Analysis of Project Consistency
CITY OF CARSON GENERAL PLAN, ECONOMIC DEVELOPMENT ELEMENT (2013)—POLICIES		
ED-1.2	Encourage the development of quality housing.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, would include up to 1,550 new housing units. These units would be required to meet SPA standards for building design, landscaping, and other development standards, including security requirements, minimum open space standards and development of recreational opportunities for residents, and interior noise level restrictions that would encourage development of quality housing.
ED-1.4	Strengthen the physical image of Carson through visual enhancement along freeway corridors, major traffic routes, and areas adjoining residential neighborhoods. To this end: <ul style="list-style-type: none"> ● Aggressively pursue code enforcement activities; ● Develop good design standards; and ● Establish a City identity. 	The proposed modified Project has been designed to take advantage of its location adjacent to the I-405 Freeway. The proposed modified Project would (1) present a substantial new development along the freeway edge that would attract public attention; (2) provide identification of the proposed modified Project's visitor-oriented commercial recreation/entertainment activities through building placement and/or signage; (3) include, through SPA requirements, a set of sign and landscape standards and guidelines that would integrate the proposed modified Project's proposed signage program with the overall aesthetic concept for the proposed modified Project; and (4) include, through the SPA, provisions for landscaping/aesthetic treatment along the proposed modified Project's freeway edge.
ED-1.6	Provide appropriate infrastructure to support economic development.	The proposed modified Project would include an internal infrastructure system that is designed to meet all onsite uses and would not have significant impacts on existing services.
ED-2.7	Identify unique economic opportunities, such as niche markets, that will allow the city to capitalize on the city's location in Southern California, the community's cultural diversity, and the tourism industry in the region.	The proposed modified Project would provide a regional facility in a mixed-use development, visibly noticeable along a major freeway corridor. The large scale of the proposed modified Project and the proposed mix of visitor and local serving uses would create an opportunity to support a large range of uses, including specialized markets, and the outlet uses would provide a new tourist destination in the City.
ED-2.8 (formerly and in FEIR, ED-3.6	Capitalize on potential physical and market linkages among land uses.	The proposed modified Project is a mixed-use project that, together with the 300 units on DD3, would include up to 1,550 units. These uses would provide an estimated 4,550 new residents that would support the proposed modified Project's commercial components. The population growth generated proposed modified Project would also support other commercial enterprises in the vicinity of the Property, and the commercial component would serve populations in surrounding neighborhoods.

**Table C-1
Consistency Analysis**

Policy #	Relevant Policy	Analysis of Project Consistency
ED-3.3 (formerly and in FEIR, ED-4.3)	Support public/private efforts and link infrastructure and service costs with development projects.	The proposed modified Project is a remediation and infrastructure project financed through a combination of public and private funds, and a series of private development projects financed by applicants and developed upon land currently owned by the Carson Planning Reclamation Authority. The project includes public financing mechanisms that could include, but are not limited to, community facilities districts and state and federal funding that may become available.
ED-3.4 (formerly and in FEIR, ED-4.4)	Encourage development opportunities that increase economic gains to the City.	The proposed modified Project would include up to 1,834,833 sq.ft. of space for commercial development. Commercial activities would include a broad array of uses; e.g., regional commercial, neighborhood commercial, restaurants, commercial recreation/entertainment, and hotel uses that would generate additional tax revenues for the City. Within specific retail sectors, development on the Property is not anticipated to result in short- or long-term impacts to the regional commercial sector but is projected to have a short-term negative effect on the local-serving commercial sector. However, it is forecasted that these short-term effects would be substantially reduced in the long term as household growth continues into the future.
ED-6.1 (formerly and in FEIR, ED-7.1)	Encourage the diversification of land uses, while not alienating existing businesses or industries requiring space in Carson.	The proposed modified Project would increase the diversification of land uses by (1) adding substantial amounts of new commercial and residential development; (2) including commercial activities that do not presently occur, or are non-present in the City; e.g., outlet and certain types of commercial recreation/entertainment; (3) including housing that varies in density and relationship to commercial activity from the existing prevalent housing. The City has large amounts of industrial land available, including sites in the vicinity of the proposed modified Project, most of it located in districts better suited for industrial activity than the proposed modified Project. Within specific retail sectors, development on the Property is not anticipated to result in short- or long-term impacts to the regional commercial sector but is projected to have a short-term negative effect on the local-serving commercial sector. However, it is forecasted that these short-term effects would be substantially reduced in the long term as household growth continues into the future.

Table C- Consistency Analysis		
Policy #	Relevant Policy	Analysis for Project Consistency
ED-6.2 (formerly and in the FEIR, ED- 7.2)	Improve the actual and perceived image of the City through improved design standards, amenities, security, continuing public improvements and positive advertising campaigns.	Development on the Property would occur pursuant to various design and development standards established in the SPA to ensure harmonious relationships between uses; e.g., standards regarding site planning, building massing, color and materials, building detailing, etc. These standards are more detailed than those currently included within the City Zoning Ordinance.
ED-8.1	Identify target or niche industries or companies suitable for Carson looking for large areas of space, diversifying the economic base.	The SPA allows for the possibility of outlet uses, which would serve as a regional draw to Carson, as well as attracting a significant tourist clientele. The outlets, proposed for PA 2, would occupy approximately 46 acres of land.
ED-9.2	Encourage development of desired uses such as quality retail, restaurant uses, and entertainment in target areas	The proposed modified Project's proposed commercial uses include regional commercial, neighborhood commercial, restaurants, commercial recreation/entertainment, and hotel uses, all organized in a visitor-oriented district. The proposed modified Project is of sufficient size to offer a range of such uses and support the anticipated inclusion of quality retail and restaurant uses. The proposed modified Project is located within the City at a highly visible location, one targeted for such development in existing plans.
ED-10.1 (formerly and in FEIR, ED- 11.1)	Encourage the revitalization and cleanup of underutilized and contaminated land.	The proposed modified Project would put to productive use a contaminated, former landfill/brownfield site, via site remediation through implementation of the RAP.
ED-10.2 (formerly and in FEIR, ED- 11.2)	Maintain proper infrastructure levels and flexible financing options to encourage remediation and revitalization of brownfields.	The proposed modified Project is a remediation and infrastructure project financed through a combination of public and private funds, and a series of private development projects financed by applicants and developed upon land currently owned by the Carson Planning Reclamation Authority. The project includes public financing mechanisms that could include, but are not limited to, community facilities districts and state and federal funding that may become available.
ED-10.3 (formerly and in FEIR, ED- 11.3)	Understand and promote available land inventory and initiate strategies to develop balanced land use planning.	The proposed modified Project would put to productive use a contaminated, former landfill/brownfield site, via site remediation through implementation of the RAP. It would increase the amounts of housing and commercial activity within the City. Further, it would implement a mixed-use development with a mix/balance of uses that could serve as a model for mixed-use development.

Table C-1 Consistency Analysis		
Policy #	Relevant Policy	Analysis of Project Consistency
ED-10.4 (formerly and in FEIR, ED-11.4)	Encourage development of compatible uses and phase out non-conforming uses.	The SPA authorizes development of a vertically or horizontally integrated mixed-use project and encourages interaction among these uses to promote a lively community center. The SPA also recognizes the security and privacy needs of residents and contains standards and guidelines to shield on-site residential uses from the noise and activity likely to take place at the Property's commercial sites. The proposed modified Project's commercial activity would avoid conflict with residential development to the south and southwest of the Project site due to vertical and horizontal distance, an intervening landscaped slope and design features for that development.
CITY OF CARSON GENERAL PLAN, OPEN SPACE AND CONSERVATION ELEMENT		
OS-1.2	Maintain existing landscaping along the City's major streets and expand the landscaping program along other arterial streets throughout the community.	Del Amo Boulevard and Main Street are designated as one of the landscape theme areas in the SPA. Project entries from arterials roads are designated within the SPA as "Entries" landscape theme areas and would be subject to enhanced landscaping standards. Landscape would also be required along the internal streetscapes, including along Street A and public portions of Street B, which would be designated as a public street.
OS-1.3	Require that adequate, usable and permanent private open space is provided in residential developments.	Open space is required for residential development in Section 5.2 of the SPA. Additional requirements for private open space on the Property are detailed in SPA Table 6.2-1, General Development Standards.
OS-4.3	Facilitate physical collection of recyclable waste.	Per SPA Section 5.3.4, the proposed modified Project is required to provide recycling services for construction debris, and general recycling for residential and commercial uses should be continued after construction ends. A comprehensive recycling plan should be submitted with site plan and design submittals to the City.

**APPENDIX D
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APPENDICES

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**APPENDIX E
RESERVED**

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APPENDIX G
CARSON MUNICIPAL CODE SECTION 9173.4

APPENDICES

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9173.4 Appeals.

- A. Appellate Authority. Any decision made by the Director pursuant to this Chapter may be appealed to the Commission. Any decision made by the Commission pursuant to this Chapter may be appealed to the Council.
- B. Filing of Appeal.
1. An appeal may be filed by any person, including any member of the City Council or the City Administrator.
 2. An appeal shall be filed in writing within fifteen (15) days of the date of the Commission action, or in the case of an action by the Director, within fifteen (15) days of the date of the notice of decision.
 3. The form and content of an appeal shall include:
 - a. The street address, if there is one, otherwise the legal description and location of the premises included in the action.
 - b. The administrative file number (case number) identifying the matter which is being appealed.
 - c. The specific matter being appealed.
 - d. A statement of the grounds for appeal or how there is error in the decision of the matter being appealed.
 4. Unless otherwise provided, all appeals shall be filed with the City Clerk.
 5. If the appeal is found to be deficient, the City Clerk shall deliver or mail to the appellant, by certified mail, a notice specifying the particulars in which the appeal is deficient. If such deficiency has not been corrected by the appellant within seven (7) days after such mailing of such a notice of deficiency by filing with the City Clerk a sufficient amendment to the appeal, the appeal shall be deemed to be withdrawn and the appeal fee shall be returned to the appellant.

