



**CITY OF CARSON**  
**PLANNING COMMISSION STAFF REPORT**

**PUBLIC HEARING:** November 13, 2018

**SUBJECT:** Design Overlay Review (DOR) No. 1661-17  
Conditional Use Permit (CUP) No. 1023-17  
Tentative Tract Map (TTM) No. 76070-17  
General Plan Amendment (GPA) No. 100-17  
Zone Change (ZCC) No. 178-17  
Specific Plan (SP) No. 15-17

**APPLICANT:** Anthony Laney of LANEY LA, Inc.  
13110 Hawthorne Blvd. Unit A  
Hawthorne, CA 90250

**PROPERTY OWNER:** Real Quest Holding, LLC  
3129 S. Hacienda Blvd. #649  
Hacienda Heights, CA 91745

**REQUEST:** Consider approval of a four-story, 32-unit residential condominium project

**PROPERTY INVOLVED:** 21809 and 21811 S. Figueroa Street

AYE	NO		AYE	NO	
		Chairman Pimentel			Madrigal
		Vice-Chair Thomas			Mitoma
					Nunley
		Cainglet			Rahman
		Fe'esago			Alt. Osuna Alt. Palmer Alt. Rashad

***Item No. 6B***

## I. Introduction

### Property Owner

Real Quest Holding, LLC – Michael Wang  
3129 S. Hacienda Blvd. #649  
Hacienda Heights, CA 91745  
(626) 271-5322  
[chihbbs@gmail.com](mailto:chihbbs@gmail.com)

### Applicant

Anthony Laney, AIA  
LANEY LA, Inc.  
13110 Hawthorne Blvd. Unit A  
Hawthorne, CA 90250  
(310) 870-7175  
[anthony@laney.la](mailto:anthony@laney.la)

### Representative

Paul Choi, AIA  
LANEY LA, Inc.  
13110 Hawthorne Blvd. Unit A  
Hawthorne, CA 90250  
(310) 870-7175  
[paul@laney.la](mailto:paul@laney.la)

## II. Project Description

The applicant requests the approval of Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17 and Tentative Tract Map No. 76070-17; and recommendation of approval to the City Council for General Plan Amendment No. 100-17, Zone Change No. 178-15, and Specific Plan No. 15-17 (Birch Specific Plan "BSP") to develop a new four-story, 32-unit residential condominium and related site improvements.

## III. Project Site and Surrounding Land Uses

The project site is located along the western edge of the City of Carson. The site is within a block from the intersection of Carson Street and Figueroa Street, adjacent to State Route 110 (SR-110), and within a half mile of a Metro Express bus station. The following provides a summary of the site information:

Site Information	
General Plan Land Use	Existing: High Density Residential (up to 25 DU/ac) <b>Proposed: Urban Residential (up to 65 DU/ac)</b>
Zone District	Existing RM-18-D (up to 18 du/acre) <b>Proposed: "Birch" Specific Plan zone (up to 65 du/ac);</b>
Site Size	33,703 SF (or 0.77 acres)
Present Use and	Single family homes (three)

Development	
Surrounding Uses/Zoning	North: Residential South: Residential buildings along with a religious building and a middle school. East: Figueroa St./Multifamily apartments West: SR -110 Freeway

*Previously Approved Discretionary Permits*  
None.

*Public Safety Issues*  
None.

#### IV. **Analysis**

##### **Background**

The project area largely contains single- and two-story, multi-family residential uses and neighborhood serving commercial uses. In the past several years, the Carson Street corridor (between I-405 and I-110) has been transitioning into a more “urban” development with higher density residential units and mixed use development. This transition has created the first steps for a more pedestrian friendly and transit-oriented environment. Staff has received positive feedback from the community on the development along the Carson Street Corridor.

The project site is located approximately 400 feet south of the Carson Street corridor. In addition, Silver Line transit stop at Carson Street and I-110 provides convenient express bus service to downtown LA. Furthermore, LA County Board of Supervisors is considering West Carson Specific Plan (located west of I-110 along Carson Street) which also encourages high density mixed use developments to create an “urban” environment. Therefore, it is a natural expectation that this high density development pattern would spill into the Figueroa corridor. Due to the proximity of the project site to the Carson Street corridor, residents of the proposed project would be able to access the mixed-use district via local sidewalks, promoting pedestrian-oriented and transit-oriented development.

##### **Use**

##### *Current Improvements*

The 0.78-acre project site contains three existing single story residential buildings, one residence is located at 21811 South Figueroa Street, and two residences are located at 21809 South Figueroa Street.

Access to the site is provided by two driveways from Figueroa Street.

##### *Proposed Improvements*

Construct a 32-unit residential condominium community with on-grade parking, landscaping, and other associated improvements.

### Buildings and Architecture

The residential building and associated improvements were designed with a strong and appropriately scaled framework of architectural and landscape elements. The building mass and landscaping throughout the project site are designed to create a sense of unity within on-site elements and with off-site elements. High-quality features are proposed through site design (i.e. building orientation and screening), architecture (i.e. mass, scale, form, style, material, and color), and streetscape elements (i.e. lighting and paving materials).

The proposed four-story condominium is a raised podium structure consisting of 32 residential units with 44,208 square feet of total floor area. There will be three floors of residential units and a roof deck will occupy a portion of the roof level. The street level includes a lobby, mail room, elevator and at-grade parking.

The project architecture is reflective of a "Modern" style that is unique to the surrounding area. The proposed building has a maximum height of 55 feet. The building exterior includes vertical and horizontal elements that break up the overall massing and provide visual interest.

### *North and East Elevation*



### *South and West Elevation*



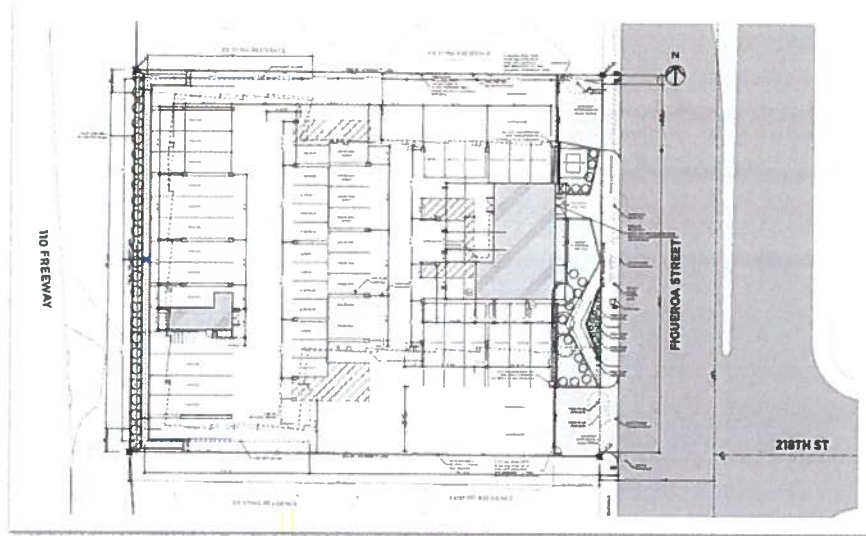
## Site Plan

The 0.8 acre project site will consist of a 32-unit condominium building resulting in a project density of 41 units per acre. The project provides approximately 14,000 square feet of useable open space, balconies, and roof space. Parking spaces servicing the project are proposed to be appropriately located at the rear of the property and/or behind front setback landscaping and out of the public view.

The site design creates a quality pedestrian atmosphere and the proposed parkway and landscaped setback areas along South Figueroa Street soften views of the project site and enhance the overall visual quality of the project.



## Site Plan



### Open Space, Landscaping, and Fencing

#### *Private Open Space*

Projects in the Birch Specific Plan must provide private open space in accordance with Carson Municipal Code (CMC) Section 9128.15. Each unit's floorplan includes a balcony providing individual outdoor open space area, with the exception made for residential units that face the 110 freeway to the west. These units do not have private open space due to their proximity to the freeway.

#### *Common Open Space*

The proposed common open space will include approximately 1,800 square foot publicly accessible landscaped area with outdoor seating along Figueroa boulevard, and an approximately 6,000 square foot roof deck with an outdoor kitchen and BBQ, fire pits, turf lawn, and lounge areas. The proposed roof terrace includes raised planters that will help create an attractive and inviting environment for residents and guests.

#### Landscape

The proposed landscape plan features water efficient design and includes several different plant species across the project site. Hedges and trees will provide screening along all property lines and screening for the adjoining single-story residence to the north, west and south. In addition, all planting and irrigation shall comply with applicable water conservation limits.

#### Fence and Sliding Gate

The project also includes a six-foot high wrought iron fence with sliding access gate on the western edge along Figueroa Street, and 8-foot block wall along the remaining perimeter. The proposed iron fence wall along Figueroa will include a public art component to provide additional screening of the parking from the street, refer to Condition No. 19.



### Access and Parking

Two driveways adjacent to Figueroa Street provide vehicle access to the project site and parking areas. Parking will be completely screened from the public view except at the driveway access points into the garages. There are no internal vehicular streets other than the minimal access into the parking garage. The proposed project includes 73 parking spaces: 64 resident spaces and 9 guest parking spaces.

The site design creates a quality pedestrian atmosphere with a large parkway area in front of the building, access from the street, and internal pedestrian access throughout the proposed building. Due to the proximity of the project site to the Carson Street corridor, residents of the proposed project would be able to access the corridor via local sidewalks, promoting pedestrian-oriented and transit-oriented environment.

In addition, the project site is accessible via local sidewalks to two transit lines. The Metro Silver Line links San Pedro in the south with the Harbor Gateway Transit Center, south Los Angeles, and downtown Los Angeles to the north, making a stop adjacent to Carson at I-110/Carson Street approximately 0.3 miles from the project site (Metro 2017). The Torrance Transit Rapid 3 runs along Carson Street then heads south on Avalon Boulevard; the eastbound and westbound stops are located approximately 0.2 miles from the project site (Torrance Transit 2017).

### Subdivision

Two existing lots will be subdivided into 32 condominium units ranging from approximately 900 to 2,000 square feet in size. The subdivision also sets aside common lots for open space, a private driveway and fire lane.

Tentative Tract Map No. 76070 was reviewed by LA County Department of Public Works and resulted in the issuance of a letter dated October 24, 2018 (attached) determining that the proposed Tentative Tract Map meets the requirements of local ordinances and the State Subdivision Map Act and recommending conditions for the final map approval.

### General Plan Amendment No. 100-17

The project includes a General Plan Amendment application to change the existing land use designation from High Density Residential to Urban Residential. The City of Carson General Plan Land Use designation for this site is High Density Residential, which allows up to 25 dwelling units per acre. The proposed Birch Specific Plan project proposes 41 units per acre at this time, so the Urban Residential land use designation is required to accommodate up to 65 dwelling units per acre. The project is consistent with General Plan policies. A summary of the Project's General Plan consistency is provided within the Specific Plan Section IV.A.

## Rezone – Zone Change No. 178-17

### *Current*

The site is located within the existing RM-18-D (Residential, Multifamily – 18 dwelling units per acre – Design Overlay) zoning district.



### *Proposed*

The project includes a zone change application changing the existing zoning district from RM-18-D (Residential, Multifamily – 18 dwelling units per acre – Design Overlay) to Birch Specific Plan zoning district. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Birch Specific Plan, the Birch Specific Plan standards and regulations shall prevail. However, any issue not specifically addressed in Birch Specific Plan shall be subject to the Carson Zoning Ordinance regulations. The proposed “Birch Specific Plan” zone and Urban Residential General Plan Land Use designation will increase the residential density to allow up to 65 dwelling units per acre.



## Specific Plan

Specific plans are planning tools included in state law that allow cities to adopt different development standards than those in a specific zone. The implementation of the project requires different development standards than those included in the RM-18-D zone; therefore, the applicant proposes the new Birch Specific Plan. The following provides a comparison zoning regulations summary of building height, density, floor area ratio (FAR) and parking standards in the Birch Specific Plan, MU-CS zone and RM-18-D zone:

### **Comparison of Zoning Regulations**

	<b>Birch Specific Plan</b>	<b>MU-CS Zone</b>	<b>RM-18-D Zone</b>
Building Height	55 feet max	55 feet max	30 feet max
Density	65 du/ac	35 du/ac	18 du/ac
FAR	2.0	1.5	N/A
Parking	Residential Spaces Per 1-BR Unit: 2 covered spaces per unit; 1 guest space for each four units	Residential Spaces Per 1-BR Unit: 2 covered spaces per unit; 1 guest space for each four units	Residential Spaces Per 1-BR Unit: 2 covered spaces per unit; 1 guest space for each four units N/A

*The proposed 32-unit residential condominium project has been compared to the associated Birch Specific Plan as well as the West Gateway goals/principles found in the Carson Street Mixed-Use District Master Plan.*

*Goal/Principle (1) – Create an appealing sense of entry into the city for people approaching from the freeway off-ramp. This includes a new gateway element at the entry to the district.*

- Project Conformance – The proposed project contributed to an appealing sense of entry to a West Gateway adjacent area once the previously mentioned design recommendations have been incorporated into the project. The building facades visible from the freeway feature high-quality materials that improves the stucco dominated façade resulting an enhanced building appearance and public view appeal.

*Goal/Principle (4) – Buffer pedestrians from the roadway with landscaping where speeds tend to be high and traffic busiest.*

- Project Conformance – This Goal/Principle does not apply to the project or BSP area, as it is assumed that the highest and traffic busiest areas are focused along Carson Street.

*Goal/Principle (5) – Provide residential development within walking distance of the MTA Transitway at the Harbor (1-110) Freeway.*

- Project Conformance – The proposed project is a standalone residential development that provides 32 new residential units adjacent to and within walking distance of the Metro transit stop at the Harbor (1-110) Freeway, which complies with the intended goal/principle.

## V. Discussion

### Issues

#### *Residential Density Limits*

Carson's General Plan establishes density limits for mixed-use projects. The maximum residential density for the High Density Residential designation is 25 units per acre. The proposed residential project is 65 units per acre, and therefore exceeds the maximum allowed under the General Plan.

### Solution

In order to address the residential density limits, the applicant is requesting approval of a specific plan, general plan amendment, and zone change. These approvals will change the maximum residential density for this project site to 65 dwelling units per acre. In staff opinion, the increase in density is appropriate to continue to stimulate development near the West Gateway District area of the Carson Street corridor.

Staff has advised the applicant that density limits may be exceeded through the use of a Specific Plan for projects that advance the goals and policies of the General Plan and provide community benefits. Community benefits are based on the principle that in exchange for providing incentives that increase development intensity, the City and the community at large should receive community benefits. The community benefits will be included as volunteered conditions of approval. The applicant has proposed public art in compliance with the Birch Specific Plan, and also proposes approximately 1,800 square foot publicly accessible landscaped area with outdoor seating along Figueroa Boulevard.

With regard to the General Plan, the proposed project advances the goals and policies related to land use, transportation, housing and economic development. In addition, the high quality design of the project in proximity to the prominent gateway area of Carson, will serve as further development of the transit-oriented development, and the continued revitalization of Carson Street.

### CFD/DIF Agreement

City has created a Citywide CFD (CFD No. 2018-01) to collect the appropriate CFD assessments from this applicant and other new developments. However, the Fiscal Impact Analysis Report which determines the tax rate for new projects has not been completed yet. The applicant has entered into a DIF/CFD agreement to annex into the CFD No. 2018-01 as well the payment of the Development Impact Fee (DIF), Exhibit 1.

The City's consultant, RKA Consulting Group, has prepared the annual CFD obligations of the project which includes the following components:

- Landscape Maintenance: \$159.00
- Street and Sidewalk Sweeping: \$310.84
- Street Maintenance: \$18,328.00
- Sheriff Service: \$1,248.00

Total Annual Assessment: \$20,045.84

The first three components of the CFD are based on street frontage of the property. The sheriff service is based on the estimated number of new residents that will be occupying the building. All new development projects will be required to annex into CFD 2018-01. Once annexed into the CFD, the property owner would pay the CFD assessments through property taxes for perpetuity.

Currently, the City is collecting \$10,000/dwelling unit which will be applicable to this project. Through this agreement, the applicant will be obligated to pay \$320,000.00 as a onetime fee. Eventually, the current DIF will be replaced by the Interim Development Impact Fee (IDIF) by early 2019 based on City's IDIF study. Furthermore, after the City adopts the 2040 General Plan, a new Development Impact Fee (DIF) study will be conducted to adopt City's permanent DIF.

## **VI. Environmental Review**

The City reviewed the environmental impacts of the proposed project pursuant to the California Environmental Quality Act (CEQA). A Draft Mitigated Negative Declaration was prepared and made available for a public review period from May 2, 2018 through May 21, 2018. The Draft Mitigated Negative Declaration found potentially significant impacts of cultural resources, noise, and tribal cultural resources. With the inclusion of the proposed mitigation measures, adverse impacts are mitigated to the maximum extent feasible and below a level of significance.

## **VII. Public Notice and Community Outreach**

Public notice was posted to the project site on October 14, 2018. Notices were mailed to property owners and occupants on October 29, 2018. The agenda was posted at City Hall 72 hours prior to the Planning Commission meeting.

On June 6, 2018, the applicant hosted a community meeting with the adjacent property owners and occupants. The community meeting was at the Salvador Dali Society in Torrance, CA, which is in close proximity to the project site. Notices of the community meeting were sent to all property owners and tenants within 500 feet from the project site. A handful of property owners and/or occupants attended the meeting. The major concern discussed at the neighborhood meeting was visibility of the parked cars in the parking structure from the street, potentially making the project vulnerable to crime, and also give the appearance a of lower quality project. The applicant has addressed the issue of visibility of the parking from street by re-designing the gates to be more solid with public art incorporated into the design of the gate/fence. The applicant will also provide security cameras as a measure to help deter crime on the property. See the attached summary of neighborhood meeting provided by the applicant for further detail.



Additional community outreach was conducted for the project after public notice of public hearing was posted on the property by the applicant, and mailed to property owners and tenants by the City. City staff received two phone calls from adjacent property owners inquiring about the details of the project. The two property owners expressed opposition to this development because of its high density and concerns that the height (four story building) will prevent natural light and reduce privacy to the adjacent properties.

City staff considers the proposed project and building to be consistent with the intended future development in proximity to the Carson mixed-use district, West Gateway District area. Also due to close proximity to freeway and within half mile from a high quality transit station, the project is in a good position for continued development of a high quality Transit Oriented Development/transit priority area. The applicant believes that the proposed project represents an attractive medium density development, a favorable middle-ground between no-development, and more urban development. The applicant also recognizes that the site plan is setback from the street, to create a more neighborhood-friendly facade.

#### **VIII. Recommendation**

That the Planning Commission:

- **APPROVE** Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17, Tentative Tract Map No. 76070-17 subject to the conditions of approval attached as Exhibit "B" to the Resolution and contingent upon City Council approval of General Plan Amendment No. 100-17, Zone Change No. No. 178-17, Specific Plan No. 15-17, and Mitigated Negative Declaration; and
- **RECOMMEND APPROVAL** General Plan Amendment No. 100-17, Zone Change No. 178-17, and Specific Plan No. 15-17, and Mitigated Negative Declaration and adoption of the Mitigated Negative Declaration for the Project to the City Council; and
- **WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 18-\_\_\_, ENTITLED "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING DESIGN OVERLAY REVIEW NO. 1661-17, CONDITIONAL USE PERMIT NO. 1023-17, TENTATIVE TRACT MAP NO. 76070-17, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT NO. 100-17, ZONE CHANGE NO. 178-17, SPECIFIC PLAN NO. 15-17, AND MITIGATED NEGATIVE DECLARATION TO DEVELOP A 32-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON A 0.8-ACRE PROJECT SITE AT 21809 AND 21811 S. FIGUEROA STREET."**

#### **IX. Exhibits**

1. Development Plans
2. Specific Plan
3. Summary of Community Meeting
4. Mitigated Negative Declaration



5. Letter and conditions of Final Map approval from LA County Dept. of Public Works for Tentative Tract Map
6. Draft Ordinance
7. Draft Resolution

Prepared by: Leila Carver, Planner



## Neighborhood Meeting Summary



**Meeting Date and Time:** June 5, 2018; 7pm

**Meeting Location:** 2007 W Carson St

### **Issues Presented:**

The presentation of the project included the following information about the project:

- The number, size, and distribution of the units
- The number of parking spaces provided
- The design of the street facing facade, including materials, the water feature, and landscaping in front of the project
- The proposed construction timeline
- The design of the roof garden amenities
- How the project addresses the issues of being close to the freeway in terms of air quality and noise
- How public art can be incorporated into the design of the gate or placed on the facade of the building

### **Inquiries from Attendees:**

- Concern over the visibility of the parked cars from the street making the project vulnerable to crime
- Concern over the visibility of the parked cars from the street giving the appearance a of lower quality project
- Number of off-street parking so as not to increase the amount of street parking
- The community is growing and many people are interested in purchasing in this community
- The project seems to address the proximity to the freeway with mechanical filtration and removal of balconies along freeway
- Inquires about pricing

### **Response/Solution to Inquiries:**

- We will address the issue of visibility to the parking by re-designing the gates to be more solid. There is an opportunity to incorporate the public art requirement into the design of the gate/fence.
- We will provide security cameras as a measure to help prevent crime on the property.
- We've incorporated the city's existing requirement for off-street parking into the Specific Plan to allow for enough off-street parking. Additionally, with the project's proximity to a major public transit stop, residents will have access to public transportation without the need of an automobile.

**LANEY LA**

LIFESTYLE + ARCHITECTURE

**EXHIBIT NO. 3 -**



# Exhibit 5



MARK PESTRELLA, Director

## COUNTY OF LOS ANGELES

### DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 24, 2018

IN REPLY PLEASE  
REFER TO FILE: LD-4

Mr. Ethan Edwards  
City of Carson  
701 East Carson Street  
Carson, CA 90745

Dear Mr. Edwards:

#### **TRACT NO. 76070 (REVISION 3)**

We reviewed the tentative Tract No. 76070 (Revision 3), which proposes to subdivide 2 parcels into 32 residential condominium units within a 3-story building. Consequent to our review letter dated September 27, 2018, the hydrology report dated August 31, 2018, was reviewed and approved by the County of Los Angeles Department of Public Works (DPW). We now recommend the tentative map be approved.

#### **UPON APPROVAL OF THE TENTATIVE MAP, THE FOLLOWING ARE RECOMMENDED PRELIMINARY CONDITIONS FOR FINAL MAP APPROVAL.**

##### **Drainage**

1. Comply with the approved hydrology report dated August 31, 2018, to the satisfaction of DPW and the City of Carson.
2. Prior to the submittal of the improvement plans, the aforementioned hydrology report must be approved by the City of Carson. The hydrology/drainage improvement plans must comply with the approved hydrology report.
3. Comply with the water quality requirements to the satisfaction of the City of Carson.

##### **Geology/Soils**

Updated geotechnical report(s) may be required prior to approval of grading or building plans.

**EXHIBIT NO. 5 -**



### Grading

1. Prior to the approval of the grading plan, a copy of the latest approved hydrology study must be provided.
2. Prior to the approval of the grading plan, a copy of the grading plan approved by DPW's, Geotechnical and Materials Engineering Division must also be provided.
3. Provide a copy of any permits and/or letters of non-jurisdiction approved by any and all State and Federal agencies, as applicable, prior to the grading plan approval. These agencies may include, but are not limited to, the State of California Regional Water Quality Control Board; State of California Department of Conservation, Division of Oil, Gas, and Geothermal Resources; and the Army Corps of Engineers.
4. Prior to final map recordation, a grading plan must be submitted and approved. The grading plan must show and call-out the following items including, but not limited to, construction of all drainage devices and details, paved driveways, elevation and drainage of all pads, Standard Urban Stormwater Mitigation Plan and Low-Impact Development devices (whichever is applicable), and any required landscaping and irrigation not within a common area or maintenance easement. Acknowledgement and/or approval from all easement holders may be required.

### Road

1. Extend the existing southerly center-raised median located on Figueroa Street, south of 218th Street, to the satisfaction of the City of Carson. The location of the median nose shown on the plan is not necessarily approved.
2. Provide and maintain 10 foot by 10 foot wide pedestrian sight triangles from the intersection of all driveways and the road right of way. This means there shall be no solid structures such as fences, walls, and landscaping more than 3.5 feet high within the pedestrian sight triangles.
3. Close the unused driveway located on Figueroa Street, fronting the property location, with standard curb, gutter, and sidewalk and reconstruct any affected pavement to the satisfaction of the City of Carson.
4. Repair any improvements damaged during construction, along the property frontage on Figueroa Street, to the satisfaction of the City of Carson.





**Road (Cont.)**

5. Plant street trees, along the property frontage on Figueroa Street, to the satisfaction of the City of Carson. Provide an irrigation system for the trees.
6. If needed, install any curb/parkway drains at the site to the satisfaction of the City of Carson. Execute a covenant for the private maintenance of any curb/parkway drains and landscaping, along the property frontage, to the satisfaction of the City of Carson.
7. Underground all new utilities to the satisfaction of the City of Carson.
8. Prior to final map approval, enter into an agreement with the City-franchised cable TV operator (if an area is served) to permit the installation of cable in a common utility trench or provide documentation that steps to provide cable TV to the proposed subdivision have been initiated to the satisfaction of the City of Carson.
9. Comply with the street lighting requirements outlined in the enclosed July 18, 2017, memorandum from DPW's Traffic and Lighting Division to the satisfaction of the City of Carson.

**Sewer**

1. A sewer area study for the proposed subdivision (PC17-4AS, dated 07-03-2018) was reviewed and approved. A will serve letter from the Los Angeles County Sanitation Districts (LACSD) indicating adequate capacity exists in the trunk line and treatment plant was obtained prior to approval of the sewer area study. No additional mitigation measures are required. The approved sewer area study shall remain valid for two years from the date of the sewer area study approval. After this period of time, an update of the area study shall be submitted by the applicant if determined to be warranted by DPW.
2. The LACSD maintains sewage facilities within the project area that may be affected by the proposed project. Approval to construct improvements within a LACSD sewer easement and/or over or near a LACSD's sewer is required before construction may begin. For a copy of the LACSD's build-over procedures and requirements go to [www.lacsd.org](http://www.lacsd.org), Wastewater and Sewer Systems. Click on Will Serve Program then click on the Build-over Procedures and Requirements link. For more specific information regarding the build-over procedure, please contact Mr. Ed Stewart of LACSD at (562) 908-4288, Extension 2766.



**Sewer (Cont.)**

3. The subdivider shall install a house lateral to serve the building or bond the improvement with DPW.

**Water**

The will serve letter issued by California Water Service dated August 9, 2017, will expire on August 9, 2019. It shall be the sole responsibility of the applicant to renew the aforementioned will serve letter upon expiration and abide by all requirements of the water purveyor.

**Subdivision**

1. Place a note on the final map, to the satisfaction of the City of Carson, indicating that this map is approved as a residential condominium development for 32 units.
2. If determined necessary by the Fire Department, label driveways, multiple access strips, and required vehicular turnarounds as "private driveways and fire lanes" and delineate them on the final map to the satisfaction of the City of Carson and the Fire Department.
3. If required by the City of Carson, provisions shall be made for the continual maintenance of the common areas. This can be achieved by the formation of an owners' association comprised of the owners of the parcels and those responsible for the maintenance of the common areas.
4. If required by the City of Carson, provide reciprocal easements through a separate recorded document for drainage, ingress/egress, sewer, water, utilities, and maintenance purposes, over the common driveway, to the satisfaction of the City Engineer.
5. If applicable, relocate or quitclaim any easements interfering with building locations to the satisfaction of the City of Carson.
6. Remove existing buildings prior to final map approval. Demolition permits and final sign-off from the building inspector are required from DPW's Building and Safety Division.

**Subdivision (Cont.)**

7. Provide addressing information in Microsoft Excel format to the satisfaction of the City of Carson.
8. Private easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication until after the final map is filed with the Registrar-Recorder/County Clerk's office. If easements are granted after the date of tentative approval, a subordination must be executed by the easement holder prior to the filing of the final map.
9. A final guarantee will be required at the time of the filing of the final map with the Registrar-Recorder/County Clerk's office.
10. Within 30 days of the approval date of this land use entitlement or at the time of the first plan check submittal, the applicant shall deposit the sum of \$5,000 with DPW to defray the cost of verifying conditions of approval for the purpose of issuing final map clearances.

A final map prepared by, or under the direction of, a pre-1982 registered Civil Engineer or licensed Land Surveyor must be processed through the City Engineer prior to being filed with the Registrar-Recorder/County Clerk's office.

A determination should be made that this project is in compliance with the California Environmental Quality Act. The findings and considerations required by Sections 66473.5, 66474, and 66474.6 of the Subdivision Map Act should be made by the City Council. The following finding should be made by the City Council if any dedications are made by certificate on the final map:

The City Council hereby determines that division and development of the property in the manner set forth on the map of Tract No. 76070 will not unreasonably interfere with the free and complete exercise of the public entity and/or public utility rights of way and/or easements within the parcel map.

Upon approval by the City Council, please forward a copy of the conditions of final map approval to the County of Los Angeles Department of Public Works, Land Development Division.

Mr. Ethan Edwards  
October 24, 2018  
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If you have any questions, please contact Mr. Henry Wong of Public Works' Land Development Division, Project Entitlement and CEQA Section, at (626) 458-4910 or [hwong@dpw.lacounty.gov](mailto:hwong@dpw.lacounty.gov).

Very truly yours,

MARK PESTRELLA  
Director of Public Works



ANTHONY E. NYIVIH  
Assistant Deputy Director  
Land Development Division

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# Exhibit 6

## **Birch Specific Plan - Draft Ordinance**

July 31, 2018

A. Description of Boundaries. The City of Carson Birch Specific Plan (BSP) is a 0.77 acre section located on S Figueroa Street between Carson Street and 218th Street, bounded on the west by the Harbor (I-110) Freeway, and bounded on the east by S Figueroa Street.

B. Purpose and Intent. The purpose of the Birch Specific Plan Zone is to create a safe and attractive transit-oriented higher density residential community. The use of the regulations and development standards contained herein is intended to fulfill the following objectives:

1. Create a livable, pedestrian-friendly residential district with convenient access to the Carson Street Corridor retail district and neighboring civic core.
2. Create a distinctive higher density residential community character by establishing standards and guidelines.
3. Create a higher density residential community that provides access for alternative transportation options via the nearby Metro Transit Center.

C. Permitted Land Uses. All uses within the Birch Specific Plan are subject to site plan and design review per CMC 9172.23.

1. Permitted and Conditional Uses. Automatically permitted uses, uses requiring special limitations and requirements, conditionally permitted uses, and all other uses permitted in the BSP zoning district are described in CMC 9121.1. Existing nonconforming uses shall comply with the requirements of Division 2 of Part 8 of this Chapter.

2. Prohibited Uses. All uses are prohibited except as expressly permitted by the provisions of this Chapter.

3. Interpretation of Uses Permitted. Further definition and enumeration of uses permitted in the Birch Specific Plan District shall be determined by means of interpretation in accordance with CMC 9172.24.

EXHIBIT NO. 6 -



D. Site Requirements. The site requirements listed under this Section are mandatory.

1. Minimum Lot Area.

- a. The minimum lot size for a mixed-use building or buildings is twenty thousand (20,000) square feet.
- b. The minimum lot size for development with a residential-only building or buildings is thirty thousand (30,000) square feet.
- c. Any lawfully established lot (including a leased area of land during the term of the lease) is deemed to have the required lot size.

2. Street Frontage and Access.

- a. The minimum building frontage shall be sixty (60) percent of the lot width unless modified by the Planning Commission pursuant to CMC 9172.23 (Site Plan and Design Review).
- b. The building or structure frontage shall not exceed one hundred fifty (150) feet per segment unless modified by the Planning Commission pursuant to CMC 9172.23 (Site Plan and Design Review).
- c. No lot shall be created unless it is capable of being provided with vehicular access directly from a public street or alley and has a street frontage of at least thirty (30) feet.
- d. A new or additional use shall not be developed on an existing lawfully established lot (including a leased area of land during the term of the lease) unless there is vehicular access from a public street or alley, and such access has a width of at least twenty (20) feet. The required vehicular access shall be either directly from a public street or alley or by means of a right-of-way or easement.

3. Minimum Lot Width.

- a. The minimum lot width for mixed-use residential or residential use is one hundred (100) feet.

4. Minimum Lot Depth.

- a. The minimum lot depth shall be two hundred (200) feet.
- b. Any lawfully established lot (including a leased area of land during the term of the lease) is deemed to have the required lot depth.



## 5. Building Setbacks.

a. Front Yard. The following are the required setbacks from the front property line:

1st floor – Commercial/live/work	20'
1st floor – Residential	20'
2nd floor – Commercial	20'
2nd floor – Residential	20'
3rd floor – Residential	20'
4th floor – Residential	20'

b. Side Yard. The following are the required setbacks from the side property lines:

	<b>Interior</b>	<b>Street Side</b>
Subterranean garage	1"	1"
On-grade parking or partial subterranean garage	1" or 3'	10'
1st floor – Commercial/live/work	1", 3', 10'	10'
1st floor – Residential	10'	10'
2nd floor – Residential	10'	10'
3rd floor – Residential	10'	10'
4th floor – Residential	10'	10'

If the interior side lot line is adjacent to a residential use, then a ten (10) foot interior side yard is required.

c. Rear Yard. The following are the required setbacks from the rear property line:

Subterranean garage	1"
On-grade parking or partial subterranean garage	1" or 3'
1st floor – Commercial/live/work	15'
1st floor – Residential	15'
2nd floor – Residential	15'
3rd floor – Residential	15'
4th floor – Residential	15'

- d. The front yard ten (10) foot setback shall be provided and treated as an extension of the public right-of-way in the Birch Specific Plan District.
- e. Projections are allowed ten (10) feet into the front yard setback for arcades subject to review by the Planning Manager.
- f. Ground floor awnings and canopies may project five (5) feet into the front and street side yards.
- g. Upper-level balconies may project five (5) feet into the front yards.

#### 6. Building Height.

- a. No commercial building or structure shall exceed a height of thirty (30) feet.
- b. No residential or mixed-use building or structure shall exceed a height of fifty-five (55) feet, except for residential projects for affordable or senior households permitted in accordance with CMC 9126.91 or projects that have an exceptional design.
- c. In cases in which CMC 9126.91 is applicable, no building or structure shall have more than six (6) stories, including a basement but excluding a cellar, nor shall the height exceed fifty-five (65) feet.
- d. The minimum building height shall be eighteen (18) feet.



- e. The Planning Commission may approve building-mounted architectural features that exceed the height requirements described above only if exceptional design is provided as determined by the Planning Commission. The applicant must demonstrate exceptional design based on the quality of materials, colors, texture, and presentation, and the location, orientation, and overall appearance of the architectural feature. The Planning Commission may approve an architectural feature that exceeds the maximum height as described above to a height not more than twenty-five (25) feet; provided, that the architectural feature does not occupy more than ten (10) percent of any vertical plane above the maximum height. The Planning Commission, at its discretion, may require conditions of approval or modifications to the architectural feature in order to achieve an exceptional design, or may deny the proposal if it is unacceptable.

#### 7. Floor Area Ratio (FAR).

- a. The maximum floor area ratio (FAR) residential or mixed-use shall be 2.
- b. The minimum floor area ratio for ground floor commercial uses within a mixed-use development is 0.15.
- c. The maximum floor area ratio for ground floor commercial uses within a mixed-use development is 0.7.
- d. Subterranean garages are not included in the FAR calculation.
- e. Partially subterranean garages are calculated at fifty (50) percent of the gross floor area.

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#### 8. Density.

- a. A maximum density for residential use is forty-two (42) dwelling units per acre.
- b. If the residential units are affordable or for senior use per CMC 9126.91, the maximum density is fifty-five (55) dwelling units per acre.
- c. The maximum number of dwelling units permitted on a lot or project area is the net lot area in acres multiplied by the density designation number, i.e., forty-two (42) or fifty-five (55). Any fractional amount equal to or greater than one-half ( $1/2$ ) shall permit an additional dwelling unit.

9. Recreational Open Space.

- a. Recreational facilities shall be designed as that space suitably equipped and devoted to active or passive recreation for the exclusive use of the residents of a particular residential building or structure.
- b. In each condominium or multiple-family dwelling project, there shall be usable open space of at least fifteen (15) percent of the gross floor devoted to residential use of which sixty (60) percent must be open to the sky.

10. Private Open Space.

- a. In each condominium or multiple-family project, there shall be one hundred thirty (130) square feet of private open space for all zero (0) and one (1) bedroom units and one hundred fifty (150) square feet of private open space for each larger unit.
- b. A reduction in the amount of private open space may be authorized subject to the review and approval of a development plan by the Planning Commission pursuant to CMC 9172.23 (Site Plan and Design Review).

11. Separation Between Buildings on Same Lot.

- a. There shall be a minimum of six (6) foot separation between buildings or one (1) foot horizontal distance for each two (2) feet of building height on the lowest building.

12. Parking.

- a. Shared on-site parking is permitted with a conditional use permit.
- b. Tandem parking may be used for the same residential unit. Tandem parking cannot exceed sixty (60) percent of the total parking count. Two parking spaces in tandem shall have a combined minimum dimension of nine (9) feet by thirty-six (36) feet.
- c. Live/work units require one and one-half (1-1/2) spaces for units under two thousand five hundred (2,500) square feet. Larger units require one (1) space per unit plus the number of spaces required for commercial use per CMC 9162.21.
- d. Residential use requires one (1) covered parking space for every studio and two (2) covered spaces for each unit with one (1) or more bedrooms. One (1) guest space for each four (4) units.
- e. No more than one-third (1/3) of the required parking spaces shall be compact spaces.
- f. Mixed-use developments require parking for the sum of all the uses.

- g. Parking for residential use shall be secure and separate from off-street parking devoted for commercial uses.
- h. Parking spaces for residential purposes either in a mixed-use development or exclusively residential development may be provided in a common garage above, below or at grade level subject to the review and approval of a development plan by the Planning Commission pursuant to CMC 9172.23 (Site Plan and Design Review).
- i. Remote parking is permitted within four hundred (400) feet of use with a conditional use permit, if property owners involved in the joint use agree by covenant.
- j. All commercial parking lots/structures shall provide a minimum of five (5) percent of total stalls for preferred parking for carpools/vanpools.
- k. Bicycle parking shall be provided for at least five (5) percent of the total number of stalls in all parking areas.
- l. Deviations from the parking requirements may be authorized subject to approval of a development plan by the Planning Commission pursuant to CMC 9172.23 (Site Plan and Design Review) if the project includes affordable housing opportunities as defined by this Chapter.
- m. All other requirements of Part 6, Division 2 (Vehicle Parking, Loading and Maneuvering Areas) of this Chapter are applicable.

### 13. Lighting.

- a. Pedestrian-scale lighting with a minimum one (1) foot candle is required in the public areas.
- b. Storefront entries shall be illuminated.
- c. Lighting shall be shielded to prevent glare on adjacent properties.

### E. Landscaping.

- 1. All portions of setbacks not covered by permitted encroachments, pedestrian walkways, or driveways shall be landscaped.
- 2. Open parking areas located at or above grade shall be landscaped in accordance with CMC 9162.52 (Landscaping Requirements).
- 3. All landscaping shall be in compliance with the provisions of Part 6, Division 8 of this Chapter relating to water-efficient landscaping.



4. One specimen-size tree (thirty (30) inch box tree) shall be provided for each four (4) units. A reduction in the number of required specimen box trees may be authorized subject to the review and approval of a development plan by the Planning Commission pursuant to CMC 9172.23 (Site Plan and Design Review).

5. All other requirements of CMC 9162.52 (Landscaping Requirements) are applicable.

F. Signage. The purpose of this Section is to guide any future commercial development in Birch Specific Plan in the selection and placement of their signage. It is the intent to provide a reasonable number of signs, as well as size specifications, in order to provide aesthetic harmony in the District. It is further intended to limit the number and size of signs to that required for proper conduct of business, yet controlling and managing the design, aesthetics and placement of all signage. It is desired that artistic flexibility be allowed while maintaining continuity and appropriate scale to the District as a whole. The information contained in these development standards as adopted by the City of Carson establishes mandatory criteria to which each sign must conform. Any deviations from these standards may be considered by the Planning Commission pursuant to an approved sign program. Each business will be responsible for the construction, installation and maintenance of its signage, and must submit plans for design approval to the City of Carson, pursuant to this Section. Submitted drawings must indicate location, materials, finishes, height, square footage and method of installation for all proposed signage.

1. Standards.

- a. The combined sign area for all signs on a single-story building which abuts a public street shall not exceed two (2) square feet for each of the first twenty (20) feet of business storefront and one (1) square foot for each linear foot that exceeds the first twenty (20) feet.
- b. Businesses that take their primary access from the public right-of-way shall have no more than two (2) signs: one (1) wall sign and one (1) awning window or pedestrian sign. Businesses located on a corner may have one (1) wall sign and window or pedestrian sign on each side.
- c. Ground floor businesses that have an entrance on an alley or rear parking lot may have one (1) additional sign on the exterior wall that abuts the parking lot. Maximum sign area shall be calculated at subsection (F)(1)(a) of this Section. No more than two (2) rows of letters allowed.
- d. Capital letters shall not exceed a height of eighteen (18) inches. Lower case letters shall not exceed a height of eighteen (18) inches. When using logos, logo size should not exceed twenty-four (24) inches. Two (2) rows of letters shall not exceed thirty-six (36) inches.



- e. Major projecting signs shall be a minimum of eight (8) feet above adjacent grade and shall not project above the building parapet. Maximum sign projection beyond the building line should be thirty (30) inches at eight (8) feet above grade and a maximum of forty-eight (48) inches at fourteen (14) feet above grade. Projecting signs shall not exceed twenty-five (25) square feet and be no closer than fifteen (15) feet to another projecting sign, monument sign, or pylon sign.
  - f. Minor projecting signs shall not exceed four (4) square feet in size and shall not project more than thirty (30) inches from the wall on which they are attached.
  - g. Pedestrian signs shall not exceed four (4) square feet in size and shall not project more than thirty (30) inches from the wall on which they are attached. Internal illumination of pedestrian signs is prohibited.
  - h. Window signs shall be limited to permanent signs and shall not exceed fifteen (15) percent of the window area. Signage letters shall not exceed three (3) inches in height. Content of the sign is limited to the business name and address. No phone numbers are allowed.
  - i. Blade signs shall be mounted a minimum of eight (8) feet above grade and project no more than thirty (30) inches from the building line.
  - j. A one (1) foot by two (2) foot sign listing the business is permitted on live/work units. All other signage is not allowed, including signage on the inside of the units which may be viewed through the front windows.
  - k. Awning signs shall be kept to a minimum size and be limited to the valance of the awning. Area shall be calculated with total area.
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- l. Wall-mounted signage should be centered above storefront. Signage width should not exceed seventy-five (75) percent of leasehold frontage.
  - m. The sign area of a monument sign shall not exceed 1.5 square feet per each foot of street frontage. Sign placement shall not exceed a maximum of one (1) per every one hundred fifty (150) linear feet of street frontage. Signs shall be located at least seven and one-half (7-1/2) feet from interior lot lines. Monument signs shall be a maximum of eight (8) feet high, with a maximum eighteen (18) inch base and should not be a hazard to pedestrian or vehicular traffic. Sign content shall be limited to shopping center name and name of tenant (no more than two (2) rows of letters).
  - n. Pole or pylon signs are limited to sign per center subject to review by the Planning Manager. Pole or pylon signs are reserved for major tenants. Pole or pylon signs are limited to parcels two (2) acres and more. The maximum height is thirty (30) feet. The area shall not exceed one (1) square foot for each square foot of building frontage.



- o. Pole, pylon or monument signs shall be located within a minimum two hundred (200) square foot landscaped planter area.
- p. Any deviations from the standards may be considered by the Planning Commission pursuant to an approved sign program.

2. Prohibited Signs. The following signs are prohibited:

- a. Internally illuminated sign cabinets with a rectangular form.
- b. Use of human beings, live animals or animated figures.
- c. Pennants, streamers, flashing blinking lights or moveable signs (electric or manual).
- d. Sign promoting products sold at other locations.
- e. Pole or pylon signs on sites less than two (2) acres.
- f. Exposed raceway.

3. Temporary Signs.

- a. Banners, permits and other similar temporary signage placed on the exterior of the building are generally prohibited, although they may be permitted at the opening of a new business, or for special events with prior approval of the Planning Division.

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G. Walls.

1. Standards.

- a. All perimeter walls shall be placed directly on the property line.
- b. All perimeter walls are to be constructed out of masonry (stone, block, brick) with stucco finish.
- c. All perimeter walls are to be articulated via pilasters, reveals, or other elements at a maximum of thirty (30) foot intervals.

H. Other.

1. Standards.

- a. Trash and recycling areas shall be provided in accordance with Part 6, Division 4 (Trash and Recycling Areas) of this Chapter.
  - b. Nonresidential development shall comply with Part 6, Division 5 (Transportation Demand and Trip Reduction Measures) of this Chapter.
  - c. Exclusively residential development and the residential portion of mixed-use developments shall be in conformance with the requirements set forth in CMC 9128.11 (Intent and Purpose), 9128.13 (Application for Conditional Use Permit), 9128.17 (Declaration of Covenants – Conditions and Restrictions), 9128.51 (Multiple-Family Dwelling), 9128.53 (Application for Conditional Use Permit) and 9128.55 (Development Criteria).
  - d. Residential uses shall be permitted pursuant to the development standards established by CMC 9128.16 and 9128.54 except as modified in this Section.
- I. Live/Work Criteria. The purpose of this Section is to provide standards for any future live/work units. Live/work units are intended to be occupied by business operators who live in the same structure that contains the commercial activity. The Planning Commission during the conditional use permit process may impose additional conditions as deemed necessary to protect public health, safety and welfare. The development standards for live/work units are mandatory.

1. Development Standards.

- a. Each live/work unit shall front on a public or private street and the work area shall be located at street level.
- b. Each unit shall have a pedestrian-oriented frontage.
- c. The living space within the live/work unit shall be contiguous with and an integral part of the working space with direct access between the two (2) areas and not a separate stand-alone dwelling unit. The residential unit shall not have a separate street address from the business component.
- d. The live/work unit shall be occupied and used only by a business operator and/or household of which at least one (1) member shall be the business operator.
- e. The living space shall not be rented or sold separately from the working space.
- f. One (1) employee, at a time, who does not reside in the unit may work in the unit, unless this employment is prohibited or limited by the conditional use permit.



- g. Other than a sign as permitted by this Section, in no way shall the appearance of the structure be altered, or the conduct of the use within the structure be such that the structure may be recognized as serving a nonresidential use (either by color, materials, construction, lighting, odors, noises, vibrations, etc.).
- h. The retail use shall be limited to the display and sale of works created in the unit.
- i. A commercial business license shall be obtained.
- j. A copy of the conditional use permit, showing the conditions of the use permit, shall be provided to all occupants of live/work units in the building prior to their execution of a lease or purchase agreement for such live/work unit.
- k. Work space shall be limited to the first floor of the building. Living space shall be located in the rear ground level or upper floors so that it does not interrupt the appearance of the commercial frontage.
- l. The designated work space cannot be used for residential living space other than a home office.
- m. There shall be no storage of flammable liquids or hazardous materials beyond that normally associated with a residential use. Storage of flammable liquids and hazardous materials beyond that normally associated with a residential use, such as for an artist studio, shall be allowed only through an approved conditional use permit and approval from the Los Angeles County Fire Department and Building Official.

2. Performance Standards. These performance standards shall apply to all live/work units:

- a. Noise. Noise resulting from conduct of the work within the unit shall be muffled so as not to become disruptive to surrounding neighborhoods due to volume, tone, intermittence, frequency or shrillness.
- b. Odor. Every use shall be operated in such a manner that it does not emit an obnoxious odor or fumes beyond the working unit/area.
- c. Smoke. Every use shall be operated in such a manner that it does not emit smoke into the atmosphere.
- d. Dust and Dirt. Every use shall be operated in such a manner that it does not emit any dust or dirt into the atmosphere.

3. Findings. The following findings must be made when approving a conditional use permit for live/work units:

- a. The proposed use at the location requested will not significantly cause an adverse effect to the health, safety or welfare of persons residing or working in the surrounding area; or
- b. The proposed site is adequate in size and shape to accommodate the yards, open space, walls, fences, parking, landscaping and other development requirements as required to integrate the use with existing and planned uses in the surrounding area; and
- c. The proposed site is adequately served by highways and streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate, and by other public and private service activities as required.
- d. The living and working areas are not separately rented.

J. Design Guidelines and Sustainable Standards. The purpose of the guidelines is to establish the parameters of sustainable design and provide an opportunity to incorporate the principles of sustainable design into a concentrated area of development, where they can be implemented in a consistent and coordinated manner. The sustainable guidelines shall serve as best practices recommendations for all new development within the Birch Specific Plan. These guidelines are intended to promote a more sustainable built environment through specific design and construction techniques. Guidelines, unlike standards, are not mandatory.

All projects within the Birch Specific Plan District are recommended to incorporate the following guidelines and are subject to City review and approval.

1. Site Design/Development.

- a. Create outdoor spaces to promote community, a sense of place, pedestrian-friendly environments, and reduced automobile usage.
- b. Encourage rehabilitation of damaged sites due to environmental contamination.
- c. Cluster buildings to promote higher-density communities and greater opportunities for energy-efficient designs.
- d. Site buildings to take advantage of solar orientation, minimize energy use and to increase potential for alternative energy sources.
- e. Increase porous paving to minimize stormwater/runoff impact on surrounding environment.
- f. Minimize uplighting and reduce site lighting requirements to be one (1) foot candle per square foot to lower the amount of light that spills across the site.
- g. There should be a minimum of curb cuts provided and no wider than is necessary to serve the project.

- h. Enhanced paving should be provided at all driveways.
- i. Provide pedestrian access connecting parking lots to street when possible.
- j. Provide continuous enhanced paving at pedestrian areas adjoining one (1) or more developments and all driveway areas.
- k. Provide fountains and/or civic art, centrally located, in designated open space areas for visual attraction, screening of traffic noise and cooling effect.
- l. All new developments over twenty thousand (20,000) square feet should incorporate a public arts component equal to at least one (1) percent of the total project costs.
- m. Primary ground floor building entrances should front the public right-of-way. Secondary entrances are permitted when parking is located to the side or rear of the building. The main entrance should be clearly identified and directly accessible from the public right-of-way.

## 2. Building Composition/Architecture.

- a. Orient longer side of building on an east-west axis to maximize solar heat gain.
- b. Shape buildings to maximize effects of local wind condition and circulate breezes.
- c. Specify windows and glazing systems with high R-values and e-coatings to minimize heat gain and loss.
- d. Provide roof overhangs, awnings, canopies, porches, or blinds to prevent unwanted solar heat gain.
- e. Provide natural lighting opportunities through the use of skylights, lightshelves, lightwells, clerestories, and windows.
- f. Specify materials that are either made from recycled content or are reused from previous construction.
- g. Specify materials that do not contain formaldehyde, organic solvents, VOCs and chlorofluorocarbons (CFCs).
- h. Entries shall be enhanced through architectural treatment such as tiling, individual awnings, or placement of signs above the entryways.
- i. Buildings fronting onto intersections should have architectural features to demarcate the corner.



- j. Recess storefront bays on new buildings at least three (3) inches from the front plane of the building. Encourage retention of recessed storefront remodel.
- k. Wall opening (windows and doors) shall occupy a minimum of seventy (70) percent of the ground floor street facade in commercial units. Opaque or dark tinted glass is strongly discouraged.
- l. Doors and windows for retail shops shall contain seventy (70) percent clear glass (ninety (90) percent light transmission). Solid doors, or doors with opaque or dark tinted glass are strongly discouraged.
- m. Each floor above the ground floor shall have a minimum of two (2) windows.
- n. Storefront windows shall be a minimum of eighteen (18) inches and a maximum of thirty-six (36) inches from the sidewalk grade to accommodate a traditional bulkhead.
- o. Upper-floor windows should have a greater height-to-width ratio.
- p. Skylights, clerestories and transom windows should be incorporated into the building where possible to allow for maximum amount of daylight.
- q. If awnings are used, each structural bay should have an individual awning. One unified awning spanning several bays shall be prohibited. Awning shape should relate to the shape of the window and door openings.
- r. Awnings should be constructed of canvas with metal or wood frames.
- s. Wall-mounted signage shall be centered above storefront.
- t. Buildings should be designed with a variety of scales, creating a scale and level of detail that addresses the pedestrians at street level and the formal conditions of the upper floors.
- u. New development should consider the roof lines of adjacent buildings to avoid clashes in scale, proportion, style and materials.
- v. Roof pitches that create prominent or out-of-scale building elements, such a A-frame roofs, geodesic domes, or chalet-style buildings are strongly discouraged.
- w. Entries should be enhanced through architectural treatment such as tiling, individual awnings, or placement of signs above the entryway.
- x. Facades should be varied via elements such as windows, fenestrations, cornices, etc., to create visual interest, variety and emphasis. Long repetitive expanses of wall surfaces should be avoided. Vertical and horizontal design elements should be incorporated to balance the facade composition.

- y. Each structural bay should have an individual awning when awnings are provided. One unified awning spanning several structural bays is discouraged. Awnings should relate to the shape of the window and door openings. Awnings should be constructed of canvas with metal or wood frames.
- z. Exterior security grills or permanently affixed security bars are strongly discouraged. Roll-down security grills that conceal storefront windows are strongly discouraged. Interior security grills must recess completely into pockets that conceal the grill when it is retracted. Roll-down security grills and housings must be completely concealed from the street by awnings or canopies. Security grills should not be visible during hours of operation.

### 3. Conservation.

- a. Consider offsetting energy costs through alternative energy sources such as photovoltaics, wind power, water power, geothermal, bio-gas, or co-generation plants.
- b. Specify lighting fixtures, plumbing fixtures, and appliances that minimize energy and water consumption (i.e., fluorescent lights, daylight sensors, low-flow toilet fixtures, automatic faucets, natural gas appliances).
- c. Institute recycling programs for facilities and provide recycling locations within developments to collect materials.

### 4. Public Improvements.

- a. Minimize amounts of impervious surfaces to reduce stormwater runoff and reduce heat islands through use of landscaping, permeable paving and high-albedo concrete.
- b. Provide attractive waiting areas for mass transit use, preferred carpool/vanpool parking locations, bicycle storage areas, and shower/changing facilities for building users.
- c. Provide site amenities (i.e., drinking fountains, benches, bike racks, etc.)
- d. Provide pedestrian-scaled pole lighting with a minimum of one (1) foot candle in all public areas.
- e. Transit shelters should be incorporated into the design of commercial and mixed-use projects. Designs can be physically integrated into the development or coordinated aesthetically with the proposed development.

### 5. Landscape.

- a. Protect the native topsoil during construction so it can support the future landscape, reduce stormwater runoff, reduce fertilizer and pesticide use, and conserve irrigation water.
- b. Minimize disruption of existing plants, especially trees. Existing mature trees and shrubs should be incorporated into the site plan when possible.
- c. Landscape to reduce energy use by shading buildings and parking lots during hot summer months and to allow for heat gain in the winter, as well as enhancing natural ventilation by directing breezes and blocking wind.
- d. Design landscape to allow irrigation and stormwater to soak into the soil recharging groundwater systems and filter out pollutants. Reduce runoff, erosion and pesticide use during construction and operation to protect water quality.
- e. Minimize waste by reducing the need to prune by selecting appropriate plants and using plant trimmings as mulch and compost.
- f. Use salvaged and recycled content materials in the landscape.
- g. Accent planting should be used at all driveways and pedestrian entries to the property marking appropriate entryways. Accent planting should consist of low ground cover and flowering plants.

#### 6. Signs.

- a. Signs may use any of the building colors plus three (3) additional colors. Signs must use at least one (1) building color.
- b. It is recommended that signs have internally illuminated letters on a raceway (channel letters), neon letters, and externally illuminated letters mounted to facade or canopy, internally and externally illuminated projecting signs, sign cabinets with distinctive curvilinear form.
- c. Internally illuminated sign cabinets with a rectangular form are strongly discouraged. (Ord. 06-1363,
- c.



**CITY OF CARSON**  
**PLANNING COMMISSION**

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING DESIGN OVERLAY REVIEW NO. 1661-17, CONDITIONAL USE PERMIT NO. 1023-17, TENTATIVE TRACT MAP NO. 76070-17, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT NO. 100-17, ZONE CHANGE NO. 178-17, SPECIFIC PLAN NO. 15-17, AND MITIGATED NEGATIVE DECLARATION TO DEVELOP A 32-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON A 0.8-ACRE PROJECT SITE AT 21809 AND 21811 S. FIGUEROA STREET**

**THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:**

**Section 1.** An application was duly filed by the applicant, Anthony Laney of LA LANEY, Inc. on behalf of the property owner, Real Quest Holding, LLC, with respect to real property located at 21809 and 21811 S. Figueroa Street and described in Exhibit "A" attached hereto, requesting to construct a new four story, 32-unit residential condominium project. The ground level will be a concrete podium structure with at-grade parking on a 0.8-acre project site at 21809 and 21811 S. Figueroa Street.:

- Design Overlay Review (DOR) No. 1661-17 to permit the design of the proposed project through the General Plan and Zoning Ordinance to construct a 32-unit residential condominium project;
- Conditional Use Permit (CUP) No. 1023-17 to permit a new multiple-family residential and to increase the residential density beyond what is currently allowed by the Zoning Ordinance;
- General Plan Amendment (GPA) No. 100-17 to change the existing land use designation from High Density Residential (up to 25 dwelling units per acre) to Urban Residential (up to 65 dwelling units per acre);
- Zone Change (ZCC) No. 178-17 to change the existing zoning district from RM-18-D (Residential, Multifamily – 18 dwelling units per acre – Design Overlay) to Birch Specific Plan;
- Tentative Tract Map (TTM) No. 76070-17 to subdivide the two existing parcels into one parcel to allow for development of 32-unit residential condominium units;
- Specific Plan (SP) No. 15-17 to create a new Specific Plan to ensure consistency with the City of Carson General Plan, Municipal Code, and Zoning Ordinance.

**EXHIBIT NO. 7 -**



A Planning Commission meeting was duly held on November 13, 2018, at 6:30 P.M. at City Hall, Council Chambers, 701 East Carson Street, Carson, California. A notice of time, place and purpose of the aforesaid meeting was duly given.

**Section 2.** Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid meeting.

**Section 3.** Pursuant to the Birch Specific Plan, any proposed development is subject to site plan and design review per Section 9172.23. With respect to the Design Overlay Review No. 1661-17, the Planning Commission finds that:

- a) The proposed map and design will be compatible with proposed General Plan Land Use Designation of Urban Residential, Birch Specific Plan, and surrounding multifamily residential land uses and the Carson Street Mixed Use District. The proposed Urban Residential land use designation will accommodate up to 65 dwelling units per acre. The project is consistent with General Plan policies. The project includes a zone change application changing the existing zoning district from RM-18-D (Residential, Multifamily (Residential, Multifamily – 18 dwelling units per acre – Design Overlay) to Birch Specific Plan zoning district. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Birch Specific Plan, the Birch Specific Plan standards and regulations shall prevail. The implementation of the project requires different development standards than those included in the RM-18-D zone; therefore, the applicant proposes the new Birch Specific Plan.
- b) The proposed project is within the existing RM-18-D zoning district and anticipated Birch Specific Plan zoning district, and proposed project is compatible with the architecture and design with existing and anticipated development in the area, including site planning, land coverage, land coverage, landscaping, appearance and scale of structures and open spaces, and other features relative to a harmonious and attractive development of the area. The residential building and associated improvements were designed with a strong and appropriately scaled framework of architectural and landscape. The building mass and landscaping throughout the project site are designed to create a sense of unity within on-site elements and with off-site elements. High-quality features are proposed through site design (i.e. building orientation and screening), architecture (i.e. mass, scale, form, style, material, and color), and streetscape elements (i.e. lighting and paving materials). The project is bordered by one- and two-story multifamily residential properties that include a variety of architectural influences including “Spanish”, “Contemporary”, “Craftsman”, and “Industrial”. The applicant has proposed a “Modern” style architecture that exhibits some characteristics of industrial influences. The building is comprised of a series of angled planes providing articulation to the overall building composition. The roof line includes a series of saw-tooth cornices that are the inspiration for project signage and landscape forms found elsewhere in the project. Elevation materials are comprised of brick, wood, glass, and stucco that support the chosen “Modern” style architecture. The proposed landscape plan features water efficient design and includes several



different plant species across the project site. Hedges and trees will provide screening along all property lines and screening for the adjoining single-story residence to the north, west and south. In addition, all planting and irrigation shall comply with applicable water conservation limits.

- c) The project site is within the RM-18-D and anticipated Birch Specific Plan zoning district. Two driveways adjacent to Figueroa Street provide vehicle access to the project site and parking areas. There are no internal vehicular streets other than the minimal access into the parking garage. The site design creates a quality pedestrian atmosphere with a large parkway area in front of the building, access from the street, and internal pedestrian access throughout the proposed building. Due to the proximity of the project site to the Carson Street corridor, residents of the proposed project would be able to access the corridor via local sidewalks, promoting pedestrian-oriented and transit-oriented environment
- d) All signage associated with this project will comply with the Birch Specific Plan Specific Plan, and Municipal Code provisions and will be reviewed and approved by the Planning Division prior to building occupancy.
- a) The proposed multifamily residential condominium use and development will be compatible with the intended character of the area. The high quality design of the project in proximity to the Carson Street Mixed-Use District and the Metro transit station will further development of the transit-oriented development, and the continued revitalization of Carson Street.

**Section 4.** With respect to the Conditional Use Permit No. 1023-17, the Planning Commission finds that:

- a) The proposed multifamily residential condominium use and development will be compatible with proposed General Plan Land Use Designation of Urban Residential. The proposed Urban Residential land use designation is required to accommodate up to 65 dwelling units per acre. The project is consistent with General Plan policies.
- b) The project site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed use and development to accommodate for a 32-unit residential condominium project.
- e) The proposed development will have adequate street access from Figueroa Street, and also adequate capacity for parking and traffic. Two driveways adjacent to Figueroa Street provide vehicle access to the project site and parking areas. Parking will be completely screened from the public view. There are no internal vehicular streets other than the minimal access into the parking garage. The proposed project includes 73 parking spaces: 64 resident spaces and 9 guest parking spaces. In addition, the project site is accessible via local sidewalks to two transit lines. The site design creates a quality pedestrian atmosphere with a large parkway area in front of the building, access from the street, and internal pedestrian access throughout the proposed building. Due to

the proximity of the project site to the Carson Street corridor, residents of the proposed project would be able to access the corridor via local sidewalks, promoting pedestrian-oriented and transit-oriented environment

- c) The County Fire Department has reviewed the proposed project and concludes that adequate water supply exists to meet current and anticipated fire suppression needs. The County Fire Department has imposed several conditions, which are incorporated in the Conditions of Approval for this project.
- d) The proposed multifamily residential condominium use and development will be compatible with the intended character of the area. The high quality design of the project in proximity to the Carson Street Mixed-Use District and the Metro transit station will further development of the transit-oriented development, and the continued revitalization of Carson Street.

**Section 5.** With respect to the General Plan Amendment 100-17 and Zone Change 178-17, the Planning Commission finds that:

- a) The proposed General Plan Amendment is consistent with the General Plan goals and policies. The proposed project advances the goals and policies related to land use, transportation, housing and economic development.
- b) State law requires compatibility/consistency between land use zoning classifications and the General Plan. The proposal to change the General Plan land use designation from High Density to Urban Residential is consistent and compatible with the existing multifamily and commercial uses in the surrounding areas of the subject site.
- c) The proposed project is consistent and adheres to the Carson General Plan Urban Residential Land Use designation and adheres to the policies, goals and objectives of the Birch Specific Plan. The proposed multifamily residential condominium development is consistent with development standards of the Birch Specific Plan. The proposed project will be a focal point along Figueroa Street and an example of high quality pedestrian and transit oriented development.
- a) The project includes a zone change application changing the existing zoning district from RM-18-D to Birch Specific Plan zoning district. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Birch Specific Plan, the Birch Specific Plan standards and regulations shall prevail. The proposed "Birch Specific Plan" zone and Urban Residential General Plan Land Use designation will increase the residential density to allow up to 65 dwelling units per acre.
- b) The proposal to change the zoning from RM-18-D to Birch Specific Plan would be compatible with the surrounding uses and compatible/consistent with a General Plan land use designation of Urban Residential upon approval.

- c) To ensure consistency between the Birch Specific Plan and to the City of Carson General Plan, the General Plan will be amended concurrent with adoption of this Plan. The corresponding General Plan amendment establishes an Urban Residential" Land Use Designation for the Birch Specific Plan area to replace the Site's existing High Density Residential General Plan designations. The Specific Plan is consistent with the General Plan Land Use Element goals, policies and objectives.

**Section 7.** With respect to the Specific Plan (SP) No. 15-17, the Planning Commission finds that:

- a) The project includes a zone change application changing the existing zoning district from RM-18-D to Birch Specific Plan zoning district. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Birch Specific Plan, the Birch Specific Plan standards and regulations shall prevail.
- b) The Birch Specific Plan ("Plan"), dated November 2018, will comply with the requirements of California Government Code Section 65451 in that the incorporation of the conditions attached to this Ordinance as Exhibit "B", Conditions of Approval, does specify in detail:
  - i. The proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses as described in the Plan;
  - ii. Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources, where applicable;
  - iii. A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the project;
  - iv. A statement of the relationship of the Specific Plan to the General Plan.

**Section 8.** With respect to the Tentative Tract Map (TTM) No. 76070-17, in compliance with California Government Code Section 65451 and 66474, the Planning Commission finds that the proposed tentative TTM 76070 can be substantiated based on the following affirmations:

- a) TTM No. 76070 was reviewed by LA County Department of Public Works and resulted in the issuance of a letter dated October 24, 2018 determining that the proposed Tentative Tract Map meets the requirements of local ordinances and the State Subdivision Map Act and recommending conditions for the final map approval.
- b) The proposed subdivision is consistent and compatible with the General Plan objectives, policies, general land uses, and programs, and proposed Birch

Specific Plan. The proposed project advances the goals and policies related to land use, transportation, housing and economic development.

- c) The project site is suitable for proposed 32-unit residential condominium project. The proposed zone change, general plan amendment, and proposed Birch Specific Plan will accommodate for the proposed density of up to 65 units per acre. The design of the subdivision and project has incorporated project design features to reduce public health problems associated with close proximity to freeway. The project is an infill project, and will not create environmental damage. All environmental impacts to cultural resources, noise, and tribal cultural resources will be mitigated to existing conditions through the Mitigated Negative Declaration Mitigation Monitoring and Reporting Program. The project design of the subdivision will not conflict with existing easements on the project site.

**Section 9.** The Planning Commission further finds that the development permitted by the proposed project will not have a significant effect on the environment as indicated in the Initial Study and Mitigated Negative Declaration prepared for this project.

**Section 10.** Based on the aforementioned findings, the Commission hereby approves Design Overlay Review (DOR) No. 1661-17, Conditional Use Permit (CUP) No. 1023-17, and Tentative Tract Map (TTM) 76070-17, with respect to the property described in Section 1 hereof, subject to the conditions set forth in Exhibit "B" attached hereto, and recommends approval to City Council of General Plan Amendment (GPA) 100-17, Zone Map Amendment (ZCC) 178-17, and, and Specific Plan (SP) 15-17.

**Section 11.** The applicant has entered into a DIF/CFD agreement to annex into the CFD No. 2018-01 as well the payment of the Development Impact Fee (DIF), which can be found in Exhibit "C".

**Section 12.** The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.

**Section 13.** This action shall become final and effective fifteen days after the adoption of this Resolution and subject to approval of General Plan Amendment No. 100-17, Zone Change No. 178-17, Specific Plan No. 15-17 by the City Council unless within such time an appeal is filed with the City Clerk in accordance with the provisions of the Carson Municipal Code.

**PASSED, APPROVED AND ADOPTED THIS 13<sup>th</sup> DAY OF NOVEMBER, 2018**

\_\_\_\_\_  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

## SCHEDULE A

### PART VI

6. The Tentative Map No. is a Subdivision of the land described as follows:

TRACT NO. 76070, BEING A SUBDIVISION OF LOT 41 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGE(S) 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTH 165 FEET AND THAT PORTION OF SAID LAND LYING WEST OF THE WEST LINE OF THE EAST 235 FEET THEREOF AS GRANTED TO THE STATE OF CALIFORNIA IN BOOK 47490, PAGE 312 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE STATE OF CALIFORNIA IN THAT CERTAIN DEED RECORDED ON MARCH 30, 1960 AS INSTRUMENT NO. 2388 OF OFFICIAL RECORDS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 165.00 FEET OF SAID LOT, DISTANT EASTERLY ALONG SAID SOUTH LINE 407.03 FEET FROM THE WEST LINE OF SAID LOT; THENCE SOUTHERLY IN A DIRECT LINE, TO A POINT ON THE SOUTH LINE OF SAID LOT, DISTANT EASTERLY ALONG SAID SOUTH LINE OF SAID LOT 405.73 FEET FROM THE SAID WEST LINE; THENCE WESTERLY ALONG SAID LAST MENTIONED SOUTH LINE 4.53 FEET TO THE WEST LINE OF THE EAST 235.00 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED WEST LINE 165.00 FEET TO THE SAID SOUTH LINE OF THE NORTH 165.00 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED LINE, 5.78 FEET TO THE POINT OF BEGINNING.

APN: 7343-020-009; 7343-020-010

APN: 7343-020-009, 010

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This legal description is for the sole purpose of this report and may not be considered for use in any policy of title insurance to be issued by this company; and is subject to change at any time. It is preparatory to the issuance of a Subdivision Guarantee and is intended solely for the use of those parties directly involved in the preparation and checking of said map.





**CITY OF CARSON**  
**ECONOMIC DEVELOPMENT**  
**PLANNING DIVISION**  
**EXHIBIT "B"**

**DESIGN OVERLAY REVIEW NO. 1661-17**  
**CONDITIONAL USE PERMIT NO. 1023-17**  
**TENTATIVE TRACT MAP NO. 76070-17**  
**GENERAL PLAN AMENDMENT NO. 100-17**  
**ZONE CHANGE NO. 178-17**  
**SPECIFIC PLAN NO. 15-17**

**GENERAL CONDITIONS**

1. The Developer shall enter into an Agreement for Development Impact Fees and Community Facilities District participation with the City and shall comply with all its requirements. In accordance with this agreement, Developer shall be responsible for payment of one-time impact fees of \$10,000/dwelling unit. The Project contemplates a 32-unit residential condominium project. Based on the number of proposed dwelling units of the Project, Developer will be responsible for development impact fees in the amount of \$320,000 (DIF Amount), provided that if the Project increases or decreases in size, the DIF Amount will be adjusted accordingly at the same rate. No building permits shall be issued prior to the full payment of the DIF Amount.
2. City adopted CFD 2018-01 to finance the ongoing costs of the following: law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the Project within the CFD (the CFD Services). Developer has agreed to and shall participate in the CFD No 2018-01 for these purpose so as to offset the ongoing impacts of the Project (the CFD Benefits), in accordance with the CFD Cost Allocation attached as Exhibit "A" to the Agreement For Development Impact Fees And Community Facilities District Participation, subject to each of the following:
3. Development project approval shall become null and void **two years** following the effective date of application approval unless a building permit is issued and construction is commenced and diligently pursued toward completion or a time extension has been approved by the Planning Commission. This Permit does not supersede an individual time limits specified herein for performance of specific conditions or improvements.
4. 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.

5. The applicant shall submit two complete sets of plans that conform to all the Conditions of Approval to be reviewed and approved by the Planning Division prior to the issuance of a building permit.
6. The applicant shall comply with all city, county, state and federal regulations applicable to this project.
7. 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 Zoning Ordinance 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.
8. 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.
9. 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.
10. City Approvals. All approvals by 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 Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.
11. **Covenant, Conditions, and Restrictions (CC&Rs). Covenants, Conditions and Restrictions (CC&Rs) shall be established for the project. The applicant or successor in interest shall pay for the cost of review and approval of the CC&Rs by the City Attorney. The CC&Rs shall provide for proper maintenance of the property and include other necessary conditions to carry out the terms herein, and shall be enforceable by the City, and recorded prior to development of any parcels.**
12. 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.
13. Indemnification. The applicant, 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. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Parties' consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein. 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. The City may ask for further security in the form of a deed of trust to land of equivalent value. 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.

14. After project's entitlement approval, the applicant shall pay all applicable departmental fees. Fees shall be paid at the rate established by resolution of the City Council.
15. The applicant shall pay the Park and Recreation Fee pursuant to CMC Section 9207.19 Quimby fee prior to recordation of final map, or prior to issuance of building permit, whichever comes first.
16. This action shall become final and effective fifteen days after the adoption of this Resolution and subject to approval of General Plan Amendment No. 100-17, Zone Change No. 178-17, Specific Plan No. 15-17 by the City Council unless within such time an appeal is filed with the City Clerk in accordance with the provisions of the Carson Municipal Code.

#### **SPECIAL CONDITIONS**

17. **Applicant shall make commercially best efforts to provide operable windows on west façade/elevation to be used for egress only. Windows to be hardwired to trigger fire alarm when opened.**
18. **Prior to issuance of final certificate of occupancy, install building filtration systems with Minimum Efficiency Reporting Value (MERV) 13 or better in all dwelling units.**
  - a) **The project's CC&Rs shall include a clause that requires residents to operate and maintain their HVAC systems, including MERV filters, to manufacturer's specifications. Future residents will be made aware of this requirement prior to purchasing their condominium during the escrow/disclosures process. Thus, the requirements to maintain the MERV**

filter system, as well as costs associated with such maintenance requirements, will be disclosed early on and should not be surprising to residents.

**b) The disclosure shall include the following:**

- 1) Disclose the potential health impacts to prospective residents from living in a close proximity of I-110 and the reduced effectiveness of air filtration system when windows are open and/or when residents are outdoor (e.g., in the common usable open space areas);**
- 2) Identify the responsible implementing and enforcement agency such as the Home Owners Association (HOA) to ensure that enhanced filtration units are inspected regularly;**
- 3) Provide information to residents on where the MERV filters can be purchased;**
- 4) Disclose the potential increase in energy costs for running the HVAC system to prospective residents;**
- 5) Provide recommended schedules (e.g., once a year or every 6 months) for replacing the enhanced filtration units to prospective residents;**
- 6) Identify the responsible entity such as residents themselves, Homeowner's Association, or property management for ensuring enhanced filtration units are replaced on time, if appropriate and feasible (if residents should be responsible for the periodic and regular purchase and replacement of the enhanced filtration units, the Lead Agency should include this information in the disclosure form);**
- 7) Identify, provide, and disclose any ongoing cost sharing strategies, if any, for the purchase and replacement of the enhanced filtration units;**

- 19. The applicant has voluntarily agreed to install an artistic feature equal to at least one (1) percent of the total project costs as a community benefit at a prominent location to be determined by Planning Division prior to the issuance of the certificate occupancy.**

**AESTHETICS**

- 20. Texture treatment shall be incorporated into building facades, subject to the Planning Division approval.**
- 21. There shall be no deviation of architectural design or details from the approved set of plans. Any alteration shall be first approved by the Planning Division.**
- 22. Down spouts shall be interior to the structure or architecturally integrated into the structure to the satisfaction of the Planning Division.**
- 23. Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division.**

24. Prior to Issuance of Building Permit, the specification of all colors and materials must be submitted and approved by the Planning Division.

### **CONDOMINIUMS**

25. The condominium project shall conform to all the development standards as outlined in Section 9128.15 of the Zoning Ordinance, unless otherwise provided for in this approval.
26. The multi-family project shall conform to all the development standards as outlined in Section 9305 of the Zoning Ordinance, unless otherwise provided for in this approval.
27. The Declaration of Covenants, Conditions and Restrictions shall be provided for as outlined in Section 9128.17 of the Zoning Ordinance and submitted to the Planning Division for review and approval. The CC&Rs shall contain statements that the project will be in compliance with city, county and state regulations and that the project will be architecturally compatible with the surrounding neighborhood. The CC&Rs shall ensure proper maintenance of the common areas by a professional management agency. All Conditions of Approval shall be included within the CC&Rs. No changes to the approved CC&Rs shall be made without the City's consent. The CC&Rs shall be recorded concurrently with the map (condominiums).
28. All ground-mounted equipment including air conditioners and transformers shall be screened from public view.
29. All Conditions of Approval shall be contained within the CC&Rs.
30. All alleys shall be of concrete material.

*Prior to occupancy of any unit*

31. The applicant shall provide a final City Attorney approved copy of the CC&Rs to the Planning Division.

### **ENVIRONMENTAL**

32. **Prior to issuance of grading permit and building permit, a revised mitigation monitoring program matrix/spreadsheet shall be submitted to the City, as applicable, for review and compliance with the mitigation measures for Birch Specific Plan Mitigated Negative Declaration dated June 2018.**
33. **Prior to Certificate of Occupancy, the project shall demonstrate compliance with all applicable mitigation measures in the Mitigation Monitoring and Reporting Program for Birch Specific Plan dated June 2018. A final mitigation monitoring matrix/spreadsheet shall be submitted to the City.**

### **LANDSCAPE/IRRIGATION**

34. Comply with the provisions of the Los Angeles County Green Building Code Section "Water Efficient Landscaping."



35. 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.
36. Installation of 6" x 6" 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.
37. Installation, maintenance, and repair of all landscaping shall be the responsibility of the property owner.
38. The proposed irrigation system shall include best water conservation practices.
39. Incorporate additional landscaping to screen and block specific project areas that could be subject to graffiti as determined by the Planning Division.
40. Provide greenscreens on the west and north elevations, subject to the Planning Division approval.

#### **LIGHTING**

41. All exterior lighting shall be provided in compliance with the standards pursuant to Section 9127.1 of the Zoning Ordinance.
42. Such lights are to be directed on-site in such a manner as to not create a nuisance or hazard to adjacent street and properties, subject to the approval of the Planning Division.

#### **PARKING**

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

#### **SIGNS**

44. Prior to Certificate of Occupancy for the first retail tenant, a Sign Program amendment for the Specific Plan shall be submitted and approved by the Planning Division. Sign Program shall provide for two total pylon signs, and provide the minimum and maximum letter sizes, sign area allowances, and locations for each sign type.

#### **TRASH**

45. Trash collection shall comply with the requirements of the City's trash collection company.





46. Recycling areas shall be provided in accordance with Sections 9164.4 and 9164.5 of the Zoning Ordinance. The number and size of recycling facilities are subject to the Planning Division.

## **UTILITIES**

47. All utilities and aboveground equipment shall be constructed and located pursuant to Section 9126.8 of the Zoning Ordinance, unless otherwise provided for in these conditions.
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.
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.
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.

## **CITY OF CARSON, PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION**

### ***General Conditions***

51. The Developer shall submit a copy of approved Grading plans on bond paper to the City of Carson – Engineering Division, prior to issuance of grading permits.
52. The Developer shall submit an electronic copy of approved plans (such as, Sewer, Street, and/or Storm Drain Improvements, whichever applies), to the City of Carson – Engineering Division, prior to issuance of permit by Engineering Division.
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53. 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.
54. Proof of Worker's Compensation and Liability Insurance shall be submitted to the city prior to issuance of permit by Engineering Division.
55. Construction bond for all work to be done within the public right of way shall be submitted and approved by Engineering Division prior to approval of the Final Map.
56. The Developer shall install separate sewer laterals to individually serve each building in the development. Installation and dedication of main line sewers may be necessary to meet this requirement.
57. Drainage/Grading plan prepared by a registered Civil Engineer, to the satisfaction by the County of Los Angeles, Department of Public Works.



58. The Developer shall send a print of the development map to the County Sanitation District, to request for annexation. The request for annexation must be approved prior to Final Map approval.

***Prior to Issuance of Building Permit***

59. Final Map shall be recorded.
60. The Developer shall submit improvement plans to the Engineering Division showing all the required improvements in the public right of way for review and approval of the City Engineer. A copy of approved conditions of approval shall be attached to the plans when submitted.
- a. Street Improvements (if any) along Figueroa Street
61. Off-site improvements (eg. driveways, sidewalk, parkway drains, trees, curb/gutter etc) shown on the grading plans must provide a concurrent submittal to City of Carson Engineering Division. Off-site improvements may be shown on a separate set of street improvement plans. Prior to issuance of Grading permit, developer shall obtain clearance from City of Carson Engineering Division.
62. All existing overhead utility lines 12 kilovolts and less along Figueroa Street shall be underground to the satisfaction of the City Engineer. Alternatively, in the City Engineer's discretion, the City may accept an in-lieu fee in an amount determined by the City Engineer to be sufficient to cover the costs of such undergrounding provided the applicant deposits the full amount of the deposit of the in-lieu fee before issuance of Building Permits. Undergrounding estimate shall be prepared by Southern California Edison and shall be submitted to the City Engineer for his determination.

***Prior to Issuance of Certificate of Occupancy***

63. The Developer 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.
64. The Developer 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.
65. Repair any broken or raised/sagged sidewalk, curb and gutter within the public right of way along Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
66. Fill in any missing sidewalk within the public right of way along Figueroa Street abutting this proposed development
67. Remove and replace any broken/damaged driveway approach within the public right of way along Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

68. The Developer shall modify existing driveways within the public right of way along Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings to comply with the ADA requirements and to the satisfaction of the City Engineer.
69. Install irrigation system for the purpose of maintaining the parkway trees to be planted within the public right of way along Figueroa Street abutting this proposed development.
70. Comply with any additional requirements, if any, as means of mitigating any traffic impacts as identified in the traffic study approved by the City Traffic Engineer.
71. Install striping and pavement legend per City of Carson PW Standard Drawings.
72. Paint Curbs Red along Figueroa Street within or abutting this proposed development. Plans showing the proposed red curbs shall be submitted to the Traffic Engineer for review and approval.
73. 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.
74. Streets abutting the development, shall be slurry sealed from curb-to-curb or from median-to-curb or as approved by the City Engineer. Slurry Seal materials shall be rubberized emulsion aggregate slurry (REAS). Developer may pay a fee in-lieu of application of Slurry Seal. (\$0.45 per square foot \$1,350.00 minimum fee for first location up to 3,000 square feet).
75. 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.

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**CITY OF CARSON, PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES  
DIVISION – STORMWATER/NPDES UNIT**

***Prior to Issuance of Building Permit***

76. Per City of Carson ordinance 5809 developer 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.
77. If applicable, developer shall provide a copy of an approved SWPPP stamped by Los Angeles County Building and Safety Division along with WDID number.
78. If applicable, developer 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.



79. Developer shall submit digital copies of LID/NPDES/Grading Plans concurrently to City of Carson, Engineering Services Department and Los Angeles County Building & Safety Division.
80. Developer shall complete, sign and return the *Stormwater Planning Program LID Plan Checklist* form and return to City of Carson Engineering Services Division.
81. Developer shall complete and return the ***BMP Reporting Template*** spreadsheet.

***Prior to Issuance of Certificate of Occupancy***

82. For any structural and/or treatment control device installed. Developer 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.
83. Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk.
84. RECORDATION is the responsibility of the Developer. Provide a copy of the recorded covenant agreement to City Engineer
85. Inspection will be conducted once a year after all Post Construction Best Management Practices (BMP) are constructed.

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS**

86. The owner/applicant shall comply with LA County Department of Public Works letter dated October 24, 2018, regarding recommended conditions for final map approval for proposed Tentative Tract Map No. 76070.

**LOS ANGELES COUNTY PUBLIC WORKS – STREET LIGHTING SECTION**

***Conditions of Annexation***

87. Provide business/property owners name, mailing address, site address, Assessor Parcel Number, and Parcel Boundaries in either Microstation or Auto CADD format of territory to be developed to Street Lighting Section.
88. Submit map of the proposed project including any roadways conditioned for streetlights to Street Lighting Section. Contact Street Lighting Section for map requirements and/or questions at (626) 300-4726.

*The annexation and assessment balloting process takes approximately 12 months or more to complete once the above information is received and approved. Therefore, untimely compliance with the above may result in delaying the approval of the street lighting plans.*

***Conditions of Acceptance for Street Light Transfer of Billing***

89. The area must be annexed into the lighting district and all streetlights in the project, or the approved phase of the project, must be constructed according to Public Works approved plans. The contractor shall submit one complete set of "as-built" plans. The lighting district can assume the responsibility for the operation and maintenance of the streetlights by July 1st of any given year, provided the above conditions are met, all streetlights in the project, or approved project phase, have been constructed per Public Works approved plan and energized and the owner/developer has requested a transfer of billing at least by January 1st of the previous year. The transfer of billing could be delayed one or more years if the above conditions are not met. The lighting district cannot pay for the operation and maintenance of streetlights located within gated communities.

## **FIRE DEPARTMENT**

### ***Prior to Issuance of Building Permit***

90. Fire Department apparatus access shall be extended to within 150 feet of all portions of the exterior walls of any future buildings or structures.
91. Provide a minimum unobstructed width of 28 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance "clear o sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building when the height of the building above the lowest level of the Fire Department vehicular access road is more than 30 feet high, or the building is more than three stories. The access roadway shall be located a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official. Fire Code 503.1.1 and 503.2.2 Cross hatch the Fire Department vehicular access on the site plan and clearly depict the required width.
92. All proposed driveways within the development shall provide approved street names and signs. All future buildings shall provide approved address numbers. Compliance required prior to occupancy to the satisfaction of the City of Carson Department of Public Works and the County of Los Angeles Fire Code.
93. All on-site Fire Department vehicular access roads shall be labeled as "Private Driveway and Fire Lane" on the site plan along with the widths clearly depicted on the plan. Labeling is necessary to assure the access availability for Fire Department use. The designation allows for appropriate signage prohibiting parking.
94. Fire Department vehicular access roads shall be installed and maintained in a serviceable manner prior to and during the time of construction. Fire Code 501.4
95. All fire lanes shall be clear of all encroachments, and shall be maintained in accordance with the Title 32, County of Los Angeles Fire Code.
96. The Fire Apparatus Access Roads and designated fire lanes shall be measured from flow line to flow line.





97. The dimensions of the approved Fire Apparatus Access Roads shall be maintained as originally approved by the fire code official. Fire Code 503.2.2.1
98. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved Fire Department turnaround. Fire Code 503.2.5.
99. Provide approved signs or other approved notices or markings that include the words "NO PARKING - FIRE LANE". Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be provided for fire apparatus access roads, to clearly indicate the entrance to such road, or prohibit the obstruction thereof and at intervals, as required by the Fire Inspector. Fire Code 503.3
100. A minimum 5 foot wide approved firefighter access walkway leading from the fire department access road to all required openings in the building's exterior walls shall be provided for firefighting and rescue purposes. Fire Code 504.1
101. Approved building address numbers, building numbers or approved building identification shall be provided and maintained so as to be plainly visible and legible from the street fronting the property. The numbers shall contrast with their background, be Arabic numerals or alphabet letters, and be a minimum of 4 inches high with a minimum stroke width of 0.5 inch. Fire Code 505.1
102. Multiple residential buildings having entrances to individual units not visible from the street or road shall have unit numbers displayed in groups for all units within each structure. Such numbers may be grouped on the wall of the structure or mounted on a post independent of the structure and shall be positioned to be plainly visible from the street or road as required by Fire Code 505.3 and in accordance with Fire Code 505.1.
103. The Final Map shall be submitted to the County of Los Angeles Fire Department Fire Prevention Land Development Unit for review and approval prior recordation.

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### ***Water System Requirements***

104. All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal.
105. The required fire flow for fire hydrants at this location is 3000 gpm, at 20 psi residual pressure, for a duration of 3 hours over and above maximum daily domestic demand. Fire Code 507.3 and Appendix B105.1
106. All fire hydrants shall measure 6" x 4" x 2-1/2", brass or bronze, conforming to American Water Works Association Standard C503, or approved equal, and shall be installed in accordance with the County of Los Angeles Fire Department Regulation 8.
107. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.





108. Parking shall be restricted 30 feet adjacent to any required public fire hydrant, 15 feet on each side measured from the center of the fire hydrant. Adequate signage and/or stripping shall be required prior to occupancy.
109. All required public fire hydrants shall be installed, tested and accepted prior to beginning construction. Fire Code 501.4

**BUSINESS LICENSE DEPARTMENT – CITY OF CARSON**

110. 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.

# Exhibit C

## 20 AGREEMENT FOR DEVELOPMENT IMPACT FEES AND COMMUNITY FACILITIES DISTRICT PARTICIPATION

**THIS AGREEMENT** ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the **CITY OF CARSON**, a California municipal corporation ("City"), and **REAL QUEST HOLDING, LLC**, a California limited liability company ("Real Quest"), whose principal place of business is 3129 South Hacienda Boulevard, Suite 649, Hacienda Heights, CA 91745. City and Real Quest may be referred to, individually or collectively, as "Party" or "Parties."

### RECITALS

**WHEREAS**, Developer wishes to demolish approximately 6,200 square feet of existing residential buildings and roughly 5,850 square feet of pavement on the project site to construct a three story condominium project consisting of 32 residential condominiums units with on-grade parking, landscaping, and other associated improvements, to be known as the Birch Specific Plan (the "Project"), located at 21809-21811 South Figueroa Street, Assessor's Parcel Numbers 7343-020-009 and 7343-020-010 (the "Property") in the RM (Residential Multiple Dwelling) zone; and

**WHEREAS**, on June 5, 2017, Developer submitted a development permit application for the Project, which due to its size and complexity includes a review of a General Plan Amendment, Specific Plan, Conditional Use Permit, Site Plan and Design Review, Tentative Tract Map and Zone Change; and

**WHEREAS**, the City is a low property tax based City, and therefore new development within the City exacerbates the current strain on the City's general fund budget to provide basic services; and

**WHEREAS**, the City has determined that it is in the best interest of the public health, safety and welfare to consider and implement the formation of one or more Community Facilities District(s) ("CFD") to help address current fiscal strains and ongoing budgetary deficits to better prepare the City for future high density growth as a result of new developments; and

**WHEREAS**, on October 24, 2018 the City deemed Developer's application complete, subject to certain conditions and, at the election of the Developer, has decided to do the following: (i) enter into this Agreement, including that Real Quest will pay a one-time Development Impact Fee (the "DIF"), and (ii) agreed to form, fund, and participate in a CFD, or annex into a Citywide CFD(s) to pay for ongoing costs associated with the Project related to law enforcement, street maintenance, landscape maintenance, street sweeping, and all other impacts of the Project; and

**WHEREAS**, Developer now wishes to satisfy one of these conditions, by entering into this Agreement with the City; and

**WHEREAS**, in accordance with the City's policy regarding use of the Mello-Roos Community Facilities Act of 1982, the City Council may consider the use of a CFD to provide financing for public services and maintenance costs that are (i) necessary for the public health, safety and welfare, and (ii) would otherwise be paid for from the general fund of the City; and

**WHEREAS**, this Agreement furthers Goal ED-4 of the General Plan, to “[m]aintain and increase net fiscal gains to the City”; and

**WHEREAS**, this Agreement furthers Goal TI-2 of the General Plan, to “[p]rovide a sustainable, safe, convenient and cost -effective circulation system to serve the present and future transportation needs of the Carson community”; and

**WHEREAS**, this Agreement furthers Goal TI-7 of the General Plan, to “[p]rovide improved aesthetic enhancements to and maintenance of the City’s transportation corridors”; and

**WHEREAS**, this Agreement further Goal H-2 of the General Plan, the “[m]aintenance and enhancement of neighborhood quality”; and

**WHEREAS**, this Agreement furthers Goal SAF-6, to “[s]trive to provide a safe place to live, work and play for Carson residents and visitors”; and

**WHEREAS**, Real Quest entered into a reimbursement agreement with City on [DATE], 2018 (the “Reimbursement Agreement”), pursuant to which Real Quest agreed to reimburse the City for “all reasonable costs and fees” related to the Project, including staff time, attorneys’ fees, consultant fees, and any other administrative costs related to the Project, this Agreement, the formation and administration of the CFD(s) and any other administrative or legal costs incurred by the City to effect the Project; and

**NOW, THEREFORE**, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

## **TERMS**

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **Real Quest Responsibility for Condominium Fee and DIF Amounts.** Real Quest shall be responsible for payment of one-time impact fees of \$10,000/condominium dwelling unit. The Project contemplates a three story condominium project consisting of 32 residential condominiums units. Based on the number of condominium dwelling units of the Project, Real Quest will be responsible for development impact fees in the amount of \$320,000 (the “DIF Amount”), provided, that if the Project increases or decreases in size, then the DIF Amount will be adjusted accordingly at the same rate. Real Quest shall submit payment of the DIF Amount prior to the issuance of building permits. No building permits shall be issued prior to the full payment of the DIF Amount.

2.1 **Allocation of DIF; Interest on Deposit.** Any amounts deposited by Real Quest shall be used by the City to pay for increased accumulative impacts due to the Project on the City’s infrastructure, including but not limited to, any or all of the following: Traffic and circulation (roads, sidewalks, and signals); Public Safety (Fire and Sheriff’s stations); Parks and open space (park land/improvements and trails and bikeways); Library; Noise (sound walls); Flood control and stormwater. Interest accruing upon any such deposit shall inure to and be created for the benefit of the City.

3. **CFD Formation and Participation**



3.1 **Citywide CFD(s).** City intends to form one or more citywide CFDs to finance the ongoing costs of the following: law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible maintenance and service costs of properties within the City (the "Master CFD(s)"). On September 18, 2018, the City initiated the process to form the Master CFD(s) by adopting the Resolution No. 18-083 Intention to establish the City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) ("Resolution of Intention"). The City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) was subsequently formed on November 7, 2018 with the adoption of Resolution No. 18-119 ("Resolution of Formation").

3.2 **CFD for the Property.** It is possible that, prior to forming any applicable Master CFD(s), the City may form a CFD(s) exclusive to the Property (the "Property CFD(s)").

3.3 **Inclusion of Property in CFDs.** By entering into this Agreement, Real Quest has agreed that the Property shall be subject to Special Assessments, whether administered through the Property CFD(s) or the Master CFD(s) (the "Property's Special Assessment"). It is possible that the Property CFD(s) is formed first and that, subsequently, one or more Master CFD(s) are formed, some or all of which may include the Property as a "Zone" within the Master CFD(s). Notwithstanding the eventual structure of these various CFDs, Real Quest agrees that it will consent, as necessary to implement the intent of this Agreement, to the formation of the Property CFD(s) and to the annexation of the Property into the Master CFD(s) or Property CFD(s) which include one or more of the specific categories of maintenance and services listed on Exhibit "A" (the Exhibit "A" Costs). Notwithstanding any other provision of this Agreement, Real Quest's commitment under this Section 3.3 is limited by and subject to the following, all of which shall be reflected in the formation documents of any applicable CFD:

a. Irrespective of the Special Assessment rates and amounts applied to other properties within the Master CFD(s), the Property's Special Assessment shall be limited to those expenses and categories of maintenance and services listed on Exhibit "A" (i.e., Landscape Maintenance, Street Sweeping and Sidewalk Cleaning and Maintenance, Sheriff Service, and Street Maintenance).

b. The rate and allocation of the Property's Special Assessment shall be based solely on the cost to satisfy the Exhibit "A" Costs.

c. On an annual basis, the Property's Special Assessment shall not exceed the dollar amount of the Exhibit "A" Costs shown on Exhibit "A," subject only to periodic adjustments to offset the rising cost of providing the CFD Services (the "Periodic Adjustments"). The Periodic Adjustment for Sheriff Service shall be based upon actual costs. With respect to all other costs, under no circumstances shall a Periodic Adjustment be greater than the corresponding annual percentage change, if any, in the annual Consumer Price Index for All Urban Consumers for the Los Angeles Area. The Periodic Adjustments shall assume the starting month and year for the first Periodic Adjustment to be the date of the formation of the CFD.



d. Maintenance and service work performed by any CFD(s), including the Master CFDs, shall not encroach upon the Property, impact the use or development of the Property, or in any way limit the applicant's right to complete the Project.

e. The Property shall be exempt from future participation in any CFD which is not within the scope of this Agreement or any other assessment district or equivalent district formed by the City in the future to address impacts of the Project.

**3.4 Real Quest's Responsibility Relative to Formation of CFDs.** Real Quest shall participate, without unreasonable delay, in CFD formation proceedings as needed to implement this Agreement. Unreasonable delay includes but is not limited to failure to attend duly noticed public hearings to annex the Project property in a CFD(s), and failure to cooperate with City on scheduling and attendance of said hearings. A delay of 6 months from the date of a duly noticed public hearing to annex the Project property into a CFD(s) will constitute a rebuttable presumption that Real Quest is unreasonably delaying the proceedings, but only if Real Quest is the sole cause of the entirety of that delay.

**3.5 Costs of CFD Formation.** Consistent with but not limited by the Reimbursement Agreement, Real Quest shall reimburse City for all costs related to the formation, annexation, and administration of the CFD(s) as it relates to the Project, including but not limited to consultant and engineering costs, staff time, and attorneys' fees, as deemed necessary by the City in order to effect the CFD(s) and ensure proper annexation of the Property into the CFD(s). Real Quest shall only be responsible for its pro rata share of the costs related to the formation, annexation, and administration of a citywide CFD(s).

**3.6 Periodic CFD Deposits.** If, at the time of issuance of the Project's Certificate of Occupancy, the City Council has not formed the CFD(s), Real Quest shall make a good faith deposit to the City in an amount equivalent to three years of the Property's Special Assessment, subject to the provisions of Section 3.3 above (the "CFD Deposit"). Once the CFD(s) is formed and the Property is annexed into the CFD(s), a pro rata portion of the CFD Deposit will be refunded to Real Quest. Real Quest shall continue to make good faith CFD Deposits in 3-year increments until the CFD(s) is formed, for a maximum of four 3-year terms. Interest accruing upon any such deposits shall inure to and be created for the benefit of the City.

#### **4. Default by Real Quest; Remedies.**

**4.1** Real Quest shall be responsible for complying with all the provisions of this Agreement. In the event that City must enforce any of the provisions of this Agreement:

a. City shall give notice to Real Quest of any default and the reasons for such default. The notice shall include a reasonable timeframe in which Real Quest may cure the default.

b. Upon Real Quest's failure to cure the default within the time provided in the notice of default:





(i) The City may immediately issue a stop-work order on the Project and may take such further action as the City deems appropriate, including denial, suspension, or revocation of Real Quest's permits and/or land use entitlements; and

(ii) The City may seek judicial enforcement of any provision of this Agreement, including but not limited to, recovering amounts payable to City as DIF or CFD Assessment, and obtaining specific performance.

**4.2 Damages in Lieu of Meeting the Condition.** Real Quest acknowledges the condition of forming or annexing the Property into the applicable CFD(s) is a voluntary act and hereby agrees an alternative method to mitigate the additional impact on public services and maintenance costs within the City due to its Project. Given the foregoing, it may be extremely difficult or impractical to determine the actual damages if, for whatever reason, some or all of the Project is completed and the Property is not annexed into the applicable CFD(s). In the event that annexation does not occur, Real Quest shall pay to the City the sum of One Million Thirty Thousand Two Hundred Forty Seven Dollars (\$1,030,247), less any Property Special Assessment previously paid, which is the amount the applicable CFD(s) would generate from the Property, for the benefit of City, to mitigate the City's additional public services and maintenance costs over a 50-year period.

**4.3 [Reserved]**

**4.4 Code Enforcement.** This section will not be interpreted to curtail any of the City's remedies at law or equity against Real Quest for any violation of its codes in their use of the facility, nor shall it be interpreted as a waiver of any defense of Real Quest.

**5. Additional Taxes, Fee, and Charges.** Except as provided in Section 3.3(d) above, Real Quest shall pay all normal and customary fees and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

**6. Term.** This Agreement shall remain in effect for a period of twelve years from the Effective Date or from the full and final conclusion (including any potential appeals) of any litigation arising from or connected to the City's approval of the application.

**7. Indemnification.**

**7.1 Indemnification and Hold Harmless.**

a. Non-liability of City. The Parties acknowledge that there may be challenges to the legality, validity, and adequacy of this Agreement in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project.

b. Participation in Litigation: Indemnity. Real Quest agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from





any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement, and any and all discretionary acts by the City (including but not limited to entering into a development agreement with Real Quest) or entitlements relating to the Project (including, but not limited to, reasonable attorneys' fees and costs) (herein the "Claims and Liabilities") whether such Claims and Liabilities arise out of planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to Real Quest of the pendency of a claim or suit, Real Quest shall make a minimum deposit sufficient to pay all of Real Quest's indemnification obligations for the following 90 days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. Real Quest shall make deposits required under this section within 5 days of the City's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below Fifteen Thousand Dollars (\$15,000).

If Real Quest fails to timely pay such funds, the City may abandon the action without liability to Real Quest and may recover from Real Quest any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Real Quest's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with Real Quest in the defense of any matter in which Real Quest is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion.

c. Exception. The obligations of Real Quest under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its members, officers, or employees.

d. Effect if Project Terminated. If, as a result of any legal challenge, the development of the Project is fully terminated, after full accounting of all outstanding invoices of consultants, attorneys and city staff time, all unused funds on deposit with the City shall be refunded to Real Quest upon written request by Real Quest. If the Project is subsequently allowed to start during the term of this Agreement, the refunded funds shall be returned to the City and this Agreement shall be enforced in full effect, prior to the issuance of any building permits.

7.2 Period of Indemnification. The obligations for indemnity under this Section 7 shall begin upon the Effective Date and, for those claims filed before termination, shall survive termination of this Agreement.



8. **Relationship Between the Parties.** The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Real Quest. Nothing herein shall be deemed to make Real Quest an agent of City.

9. **Authority to Enter Agreement.** Real Quest hereby warrants that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

10. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Carson  
701 East Carson Street  
Carson, California 90745  
Attn: Saied Naaseh, Community Development Director

Copy to: Aleshire & Wynder, LLP  
18881 Von Karman Ave. Suite 1700  
Irvine, CA 92612  
Fax: 949-223-1180  
email: ssoltani@awattorneys.com  
Attn: Sunny Soltani, City Attorney

To Real Quest: Real Quest Properties, LLC  
3129 South Hacienda Boulevard  
Suite 649  
Hacienda Heights, CA 91745  
Attn: Michael Wang

Copy to: Laney LA Inc.  
13110 Hawthorne Blvd. Unit A  
Hawthorne, CA 90250  
Attn: – Anthony Laney, AIA, Architect

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.



11. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

12. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Real Quest include all personnel, employees, agents, and contractors of Real Quest, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

13. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

14. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

16. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

17. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Real Quest expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.



19. **Time is of the Essence.** Time is of the essence to this Agreement.

20. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

21. **Entire Agreement.** This Agreement, along with its exhibits, contains the entire agreement between City and Real Quest and, supersedes any prior oral or written statements or agreements between City and Real Quest with respect to the subject matter of this Agreement.



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY:**

CITY OF CARSON, a California municipal corporation

By: \_\_\_\_\_

Its: City Manager

**ATTEST:**

By: \_\_\_\_\_

Its: City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Sunny K. Soltani, City Attorney

[MES]

**REAL QUEST HOLDINGS, LLC:**

Real Quest Properties, LLC, a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_


Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Two corporate officer signatures required when Developer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**



**EXHIBIT "A"**  
**CFD COST ALLOCATION**

 <p>6/12/2018</p>	<p>City of Carson CFD Calculation Worksheet</p> <p>Project - Birch Specific Plan - 32 Unit Condominium</p>
<b>Summary Sheet</b>	<b>Subtotal</b>
Landscape Maintenance (Annual Cost)	\$159.00
Street Sweeping and Sidewalk Cleaning and Maintenance (Annual Cost)	\$310.84
Sheriff Service (Annual Cost)	\$18,328.00
Street Maintenance (Annual Cost)	\$1,248.00
<b>Total Annual Maintenance Costs</b>	<b>\$20,045.84</b>
<p>Off-Site Street PCI Index is 62; rated as "Fair" under the City's Pavement Management Ratings. Street rehabilitation should be required as part of project conditions.</p>	





6/12/2018

Project - Birch Specific Plan - 32 Unit Condominium

Landscape Maintenance	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets (Parkway Landscaping)				
Figueroa Street (East Boundary) (Developer to Maintain)	LF	-	\$3.43	\$0.00
Perimeter Streets (Center Median Landscaping)				
Figueroa Street (East Boundary) - No landscaping in median	LF	-	\$3.43	\$0.00
Subtotal				\$0.00
Perimeter Streets (Parkway Trees)				
No Parkway Trees	EA	3	\$53.00	\$159.00
Perimeter Streets (Center Median Trees)				
No Median Trees	EA		\$53.00	\$0.00
Subtotal				\$159.00
Total Annual Landscape Maintenance				\$159.00

**Parkway and Median Landscaping Costs**

Vegetation Maintenance - 10.2 cents/sf	LF	\$	1.33
Irrigation Maintenance	LF	\$	0.88
Structure Maintenance	LF	\$	0.44
Vegetation Replacement (25 Year Cycle)	LF	\$	0.60
Irrigation Replacement (25 Year Cycle)	LF	\$	0.12
Structure Replacement (25 Year Cycle)	LF	\$	0.08
Total Unit Cost		\$	3.43

**Tree Maintenance Costs**

Tree Maintenance	EA	\$	35.00
Tree Well Maintenance	EA	\$	4.00
Tree Replacement (25 Year Cycle)	EA	\$	10.00
Tree Well Replacement (25 Year Cycle)	EA	\$	4.00
Total Unit Cost		\$	53.00



6/12/2018

Street and Sidewalk Sweeping	Unit	Quantity	Unit Cost	Subtotal
<b>Perimeter Streets - Curb Line Sweeping</b>				
Figueroa Street (East Boundary)	LF	163.00	\$0.36	\$58.19
<b>Perimeter Streets - Sidewalk Cleaning</b>				
Figueroa Street (East Boundary)	SF	815.00	\$0.31	\$252.65
<b>Subtotal</b>				<b>\$310.84</b>
<b>Travel Path to Freeway - Curb Line Sweeping</b>				
N/A	LF	-	\$0.36	\$0.00
<b>Travel Path to Freeway - Sidewalk Cleaning</b>				
N/A	SF	-	\$0.31	\$0.00
<b>Subtotal</b>				<b>\$0.00</b>
<b>Total Annual Sweeping and Maintenance</b>				<b>\$310.84</b>

**Curb Line Sweeping Costs and Maintenance**

Street Sweeping Costs	LF	\$	0.01
Curb and Gutter Maintenance	LF	\$	0.05
Curb and Gutter Replacement (50 Year Cycle)	LF	\$	0.30
<b>Total Unit Cost</b>		<b>\$</b>	<b>0.36</b>

**Sidewalk Cleaning and Maintenance**

Sidewalk Cleaning	SF	\$	0.10
Sidewalk Maintenance	SF	\$	0.03
Sidewalk Replacement (50 Year Cycle)	SF	\$	0.18
<b>Total Unit Cost</b>		<b>\$</b>	<b>0.31</b>



## CFD Calculation Worksheet

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

#### ☐ CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

#### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
\_\_\_\_\_



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

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DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

#### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
\_\_\_\_\_





## REIMBURSEMENT AGREEMENT

**THIS REIMBURSEMENT AGREEMENT** (“**Agreement**”) is executed this \_\_\_ day of [month], 2018 (“**Effective Date**”), by and between the **CITY OF CARSON**, a California municipal corporation (“**City**”), and **REAL QUEST HOLDING, LLC**, a California limited liability company (“**Developer**”). City and Developer may be referred to, individually or collectively, as “**Party**” or “**Parties**.”

### RECITALS

**WHEREAS**, Developer wishes to demolish approximately 6,200 square feet of existing residential buildings and roughly 5,850 square feet of pavement on the project site to construct a three story condominium project consisting of 32 residential condominiums units with on-grade parking, landscaping, and other associated improvements, to be known as the Birch Specific Plan, located at 21809-21811 South Figueroa Street (the “**Project**”); and

**WHEREAS**, on June 5, 2017, Developer submitted a development permit application for the Project, which due to its size and complexity includes a review of a General Plan Amendment, Specific Plan, Conditional Use Permit, Site Plan and Design Review, Tentative Tract Map and Zone Change; and

**WHEREAS**, the City is a low property tax based City, and therefore new development within the City exacerbates the current strain on the City’s general fund budget to provide basic services; and

**WHEREAS**, the City has determined that it is in the best interest of the public health, safety and welfare to consider and implement the formation of one or more Community Facilities District(s) (“**CFD**”) to help address current fiscal strains and ongoing budgetary deficits to better prepare the City for future high density growth as a result of new developments; and

**WHEREAS**, on October 24, 2018 the City deemed Developer’s application complete, subject to certain conditions and, at the election of the Developer, has decided to do the following: (i) enter into an Agreement for Development Impact Fee and Community Facilities District Participation (the “**DIF/CFD Agreement**”), and (ii) agreed to form, fund, and participate in a CFD, or annex into a Citywide CFD(s) to pay for ongoing costs associated with the Project related to law enforcement, street maintenance, landscape maintenance, street sweeping, and all other impacts of the Project; and

**WHEREAS**, Developer now wishes to satisfy one of these conditions, by entering into this Agreement with the City; and

**WHEREAS**, Developer is the owner of that certain real property, attached as Exhibit A hereto and incorporated herein, within the City; and

**WHEREAS**, in accordance with the City’s policy regarding use of the Mello-Roos Community Facilities Act of 1982, the City Council may consider the use of a CFD to provide financing for public services and maintenance costs that are (i) necessary for the public health, safety and welfare, and (ii) would otherwise be paid for from the general fund of the City; and

**WHEREAS**, Section 53314.9 of the Mello-Roos Community Facilities Act of 1982 provides that, at any time either before or after the formation of a community facilities district, the City may accept advances of funds from any source, including, but not limited to, private

persons or private entities and may provide for the use of those funds for any authorized purpose; and

**WHEREAS**, the City and Developer desire to enter into this Agreement in order to provide for the advancement of funds by Developer to be used to pay costs incurred in connection with the formation of a CFD or annexation into a Citywide CFD(s).

**NOW, THEREFORE**, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

## **TERMS**

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **Developer Responsibility for City Costs.** Developer shall reimburse City for all reasonable costs and fees related to processing all documents related to the implementation of the Project (the "**City Costs**"). City Costs include, but are not limited to: attorneys' fees and staff time required for the drafting of the DIF/CFD Agreement and this Agreement, as well as any other agreements and documents that the City deems necessary for the implementation of the Project; all costs related to the formation or annexation into, and administration of the CFD as it relates to the Project, including but not limited to consultant and engineering costs, staff time, and attorneys' fees; all costs related to the processing of the entitlements necessary for the Project, including but not limited to staff time, environmental consultants, and attorneys' fees; and any other fees and costs deemed necessary by the City in order to effect the Project. City Costs will be in addition to Developer's obligations in connection with Developer's duty to indemnify, defend, and hold harmless City, pursuant to Section 8, below.

To that end, Developer shall, within 10 days of the execution of this Agreement, deposit with City an initial sum of \$10,000 against which any City Costs will be drawn down ("**Deposit**"). At no point shall the minimum balance of the Deposit fall below \$1,500.

2.1 **Additional Deposits by Developer.** Developer shall make additional deposits to the City within 10 days of City's written request to the Developer. City's written requests for additional deposits shall state what costs have been incurred to date, additional costs anticipated, and how City intends to apply any needed additional Developer deposits. If deposited sums exceed the costs incurred by City, City shall refund the difference as soon as City determines the amount of such excess.

2.2 **City's Right to Cease Work.** In the event that Developer does not promptly reimburse the City Costs, by failing to timely pay either the initial Deposit or additional requested deposits, City may immediately cease all work on any Developer application(s) and may take such further action as City deems appropriate, including deeming any Developer application(s) abandoned and the approvals of the Project null and void.

2.3 **Interest on Deposit.** Any amounts deposited by Developer shall be maintained by City in an interest-bearing account of City's choice, and may be co-mingled with other City funds in such account. Interest accruing upon any such deposits shall inure to and be created for the benefit of City.



2.4 **Accounting.** City shall keep an accounting of the City Costs and all deposits made by Developer. Upon written request, City shall provide statements of these accounts to Developer, which shall include descriptions of the City Costs, including the date, amount, and the type of activity for which the cost was incurred. Failure of City to provide any accounting shall not excuse Developer's duty to perform any act, including the duty to make full and timely deposits required under this Section 2. Developer may question or challenge any use of funds set forth in the accounting and may appeal same to the City Council.

3. **Additional Taxes, Fee, and Charges.** Notwithstanding any provision to the contrary, Developer shall pay all normal and customary fees and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

4. **City Release; Termination.** This Agreement shall terminate three (3) years after the Effective Date unless Developer has outstanding reimbursement obligations to the City at such time or City reasonably determines that City will incur additional reimbursable costs after such date, in which event this Agreement will be automatically extended for additional one (1) year terms until Developer has reimbursed all City Costs.

5. **Remedies.** In the event of a breach by Developer, City may, in addition to any other remedies, seek to recover the City Costs plus reasonable attorneys' fees in enforcing this Agreement. This provision will not be interpreted to curtail any of City's remedies at law or equity against Developer for any violation of its codes, nor shall it be interpreted as a waiver of any defense of Developer.

6. **Conflicts of Interest.**

6.1 **No Financial Relationship.** Developer acknowledges the requirements of Government Code Sections 1090 *et seq.* (the "1090 Laws") and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Developer solicit, participate in, or facilitate a violation of the 1090 Laws.

6.2 **Developer's Representations and Warranties.** Developer represents and warrants that for the 12-month period preceding the Effective Date of this Agreement it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq.*).

7. **Developer Acknowledgements.** Subject to the reimbursement obligations set forth in this Agreement, Developer acknowledges and agrees that, with respect to the the Project entitlements:

7.1 City has sole discretion to select which of its employees and contractors are assigned to work on the Project entitlements.



7.2 City has sole discretion to direct the work and evaluate the performance of the employees and contractors assigned to work on the Project entitlements, and City retains the right to terminate or replace at any time any such person.

7.3 City has sole discretion to determine the amount of compensation paid to employees or contractors assigned to work on the Project entitlements.

7.4 City, not Developer, shall pay employees and contractors assigned to work on the Project entitlements from a City account.

## 8. **Indemnification and Hold Harmless.**

8.1 **Non-liability of City.** The Parties acknowledge that there may be challenges to the legality, validity and adequacy of the Project entitlements and/or this Agreement in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and/or approval of the Project entitlements and/or implementation of the Project. City shall have no liability under this Agreement for the inability of Developer to obtain Project entitlements and/or implementation of the Project as the result of a judicial determination that some or all of the Project entitlements are invalid or inadequate or not in compliance with law.

8.2 **Indemnification.** Developer agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement and any and all discretionary acts by the City (including but not limited to entering into a development agreement with Developer ) or entitlements relating to the Project (including, but not limited to, reasonable attorneys' fees and costs) (herein the "**Claims and Liabilities**") whether such Claims and Liabilities arise under planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to Developer of the pendency of a claim or suit, Developer shall make a minimum deposit sufficient to pay all of Developer's indemnification obligations for the following 90 days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. Developer shall make deposits required under this section within 5 days of the City's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below fifteen thousand dollars (\$15,000).

If Developer fails to timely pay such funds, the City may abandon the action without liability to Developer and may recover from Developer any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that





the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Developer's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion. Any decision by the City to settle litigation shall not, without the written consent of Developer, bind Developer. City shall discuss litigation strategy with Developer in good faith, but shall retain absolute discretion to make strategy decisions. Should the City choose to settle or abandon litigation subject to this Section without the written consent of Developer, it shall waive its right to indemnification for its costs incurred in that litigation, except that the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal shall not cause a waiver of the City's indemnification rights.

8.3 **Exception.** The obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its members, officers, or employees.

8.4 **Period of Indemnification.** The obligations for indemnity under Section 8.2 shall begin upon the Effective Date and shall survive termination of this Agreement. If City and Developer enter into a development agreement that is approved by the City Council, the indemnity obligations in this Agreement shall terminate and be superseded by Developer's indemnity obligations under the development agreement.

9. **Assignment.** Developer may not assign this Agreement to any other entity unless agreed to in writing by City and upon proof of the financial viability of the successor entity to fulfill the Agreement's obligations. City's consent to assignment shall not be unreasonably withheld.

10. **Relationship Between the Parties.** The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Nothing herein shall be deemed to make Developer an agent of City.

11. **Authority to Enter Agreement.** Developer warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:

City of Carson  
701 East Carson Street  
Carson, CA 90745  
Attn: Saied Naaseh, Community Development Director





Copy to: Aleshire & Wynder, LLP  
18881 Von Karman Ave. Suite 1700  
Irvine, CA 92612  
Fax: 949-223-1180  
email: ssoltani@awattorneys.com  
Attn: Sunny Soltani, City Attorney

To Developer: Real Quest Holding, LLC  
3129 South Hacienda Boulevard  
Suite 619  
Hacienda Heights, CA 91745  
Attn: Michael Wang

Copy to: Laney LA Inc.  
13110 Hawthorne Blvd. Unit A  
Hawthorne, CA 90250  
Attn: – Anthony Laney, AIA, Architect

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

13. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

14. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, appointed boards and commissions, officers, employees, agents, and volunteers. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.



17. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

18. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

21. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

22. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

23. **Entire Agreement.** This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer with respect to the subject matter of this Agreement.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY:**

CITY OF CARSON, a California municipal corporation

By: \_\_\_\_\_

Ken Farfsing, City Manager

**ATTEST:**

By: \_\_\_\_\_

Its: City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Sunny K. Soltani, City Attorney

[MES]

**DEVELOPER:**

REAL QUEST HOLDING, LLC, a California limited liability company

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Two corporate officer signatures required when Developer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.



**Exhibit A**

**Description of Property**

Real property in the City of Carson, County of Los Angeles, State of California, described as the following Assessor  
Parcel Nos.:

7343-020-009

7343-020-010



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
	_____	NUMBER OF PAGES
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	DATE OF DOCUMENT
	<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_





## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	_____	_____
	TITLE(S)	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____

### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
\_\_\_\_\_

