

CITY OF CARSON
PLANNING COMMISSION
RESOLUTION NO. 22-2831

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF CARSON RECOMMENDING THE CITY
COUNCIL APPROVE (1) SPECIFIC PLAN AMENDMENT
NO. SPA 27-2021 (2) DEVELOPMENT AGREEMENT NO.
DA 29-21, AND (3) GENERAL PLAN AMENDMENT NO.
GPA 112-2021.**

WHEREAS, there is a 168-acre Project site generally located southwest of the Interstate 405 (I-405) Freeway (the San Diego Freeway) and north of the Avalon Boulevard interchange at 20400 Main Street in the City of Carson ("Project site"), which includes 157 acres of land located south of Del Amo Boulevard (the 157-acre portion of the Project site is referred to herein as the "Property") that operated as a Class II landfill from 1959 until 1965, and 11 acres of land north of Del Amo Boulevard (Development District 3 ["DD3"]) that did not have landfill uses; and

WHEREAS, in 2006 the Project site was owned by Carson Marketplace LLC, a private developer, which proposed a development plan for the Project site that included a 1,995,125-square-foot (sq. ft.) mixed-use commercial project (including retail, 300 hotel rooms, and entertainment uses) and 1,550 residential units.

WHEREAS, in 2006 the City of Carson ("City") adopted the Carson Marketplace Specific Plan to implement that project (referred to herein as the "approved Project"); and

WHEREAS, in 2006, in accordance with the California Environmental Quality Act ("CEQA"), the City of Carson Redevelopment Agency ("RDA"), as lead agency, certified a project-level Final Environmental Impact Report ("2006 Final EIR") for the Carson Marketplace Project (SCH No. 2005051059) in connection with development of the Project site; and

WHEREAS, in 2009 an Addendum to the 2006 FEIR was prepared and subsequently adopted to address changes in the remediation activities at the Property; and

WHEREAS, in 2011, the City, relying upon the 2006 FEIR, amended the Carson Marketplace Specific Plan and, as part of that amendment, renamed the Specific Plan as "The Boulevards at South Bay Specific Plan"; and

WHEREAS, in 2018, the City amended the Boulevards at South Bay Specific Plan and, as part of that amendment, renamed the Specific Plan as "The District at South Bay Specific Plan", which was adopted concurrent with the City's certification of a Supplemental EIR for the amended Specific Plan; and

WHEREAS, the Carson Reclamation Authority ("CRA") currently owns the Property and intends to sell/transfer an approximately 85 net-acre portion the surface lot of the Property for development purposes (known as "Cells 3, 4, and 5" or Planning Area 3"); and

WHEREAS, Carson Goose Owner, LLC, a private developer (“Developer”), has entered into an Option Agreement with the CRA, dated December 17, 2020 (the “Option Agreement”), which allows the Developer to acquire Cells 3, 4, and 5 from the CRA in order to develop a project thereon generally consisting of up to 1,567,090 sf of light industrial development including supportive office uses under a Light Industrial (LI) General Plan designation and up to approximately 12 acres of publicly accessible but privately maintained open space and commercial/community-use and amenity areas (the “Project”) and has submitted an application to the City for a number of discretionary entitlements, including: an Amendment to the District at South Bay Specific Plan (the “Specific Plan Amendment”), an amendment to the City’s General Plan (“General Plan Amendment”), Site Plan and Design Review, a Development Agreement, a Vesting Tentative Tract Map and the approval of a Supplemental Environmental Impact Report (“2022 SEIR”) in connection with such requests; and

WHEREAS, the conveyance and use of Planning Area 3 (PA3) for the Project is consistent with the proposed Specific Plan Amendment and is also consistent with the City of Carson’s adopted General Plan as amended pursuant to the General Plan Amendment; and

WHEREAS, the Community Development Department has prepared the draft Specific Plan Amendment, draft General Plan Amendment, and draft Development Agreement; and

WHEREAS, pursuant to the authority and criteria contained under CEQA, the City, as the Lead Agency, has prepared the 2022 SEIR for the Project, the General Plan Amendment, and the Specific Plan Amendment; and

WHEREAS, in compliance with CEQA Section 21080.4, a Notice of Preparation (“NOP”) was prepared by the City and distributed for public comment to the State Clearinghouse, Office of Planning and Research, responsible agencies, and other interested parties on April 16, 2021, after which a public scoping meeting was held during the NOP review period at the Carson Community Center on April 29, 2021; and

WHEREAS, the Draft SEIR was subsequently circulated for public review from the required 45 days from October 29 through December 13 2021, a copy of the Draft 2022 SEIR was circulated through the State Clearinghouse (SCH # 20050551059) and posted on the City’s website, and was available at City Hall; and

WHEREAS, the public review period for the Draft SEIR ended on December 13, 2021; and

WHEREAS, a Final SEIR was prepared for the Project, General Plan Amendment, and Specific Plan Amendment, comments were received on the Draft SEIR, and responses to those comments, and well as any appropriate revisions and clarifications to the Draft SEIR, were made in response to the comments received in the Final SEIR; and

WHEREAS, the City of Carson Community Development Department on April 6, 2022, published a legal notice in compliance with State law concerning the Planning Commission’s consideration of the entitlements in the Daily Breeze, a local newspaper of general circulation, which included the date and time of the Planning Commission consideration of a recommendation for the Final SEIR. In addition, on April 7, 2022, a special public hearing notice was mailed to each property owner within an expanded radius (2,000-foot radius) of the Project site, indicating

the date and time of the public hearing regarding the proposed modified Project in accordance with state law; and

WHEREAS, on April 18, 2022, the Planning Commission conducted a duly noticed special public hearing on the 2022 SEIR, Specific Plan Amendment, Development Agreement, and General Plan Amendment at which time it received input from City Staff, the City Attorney's office, and the developer; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission of the City of Carson, after which public testimony was closed; and

WHEREAS, Planning Commission has reviewed the Specific Plan Amendment No. SPA 27-2021, Development Agreement No. DA 29-21, and General Plan Amendment No. GPA 112-2021, and all associated documents; and

WHEREAS, Sections 65864-65859.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed Development Agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan; and further, Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property, which interest Developer has in Planning Area 3 via the Option Agreement; and

WHEREAS, after deliberation the Planning Commission desires to recommend the City Council (1) approve Specific Plan Amendment No. SPA 27-2021; (2) Approve Development Agreement No. DA 29-2021; and (3) approve General Plan Amendment No. GPA 112-2021; and

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

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

SECTION 1. The Planning Commission finds that the foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Planning Commission Record. The proceedings and all evidence introduced before the Planning Commission at the public hearing on the Specific Plan Amendment, Development Agreement, and General Plan Amendment held on April 18, 2022, are hereby incorporated into the record of this proceeding. These documents, along with any documents submitted to the decision-makers, including all documents specified under applicable State law, shall comprise the entire record of proceedings for any claims under CEQA.

SECTION 3. The Planning Commission finds as follows:

- a) The amended District at South Bay Specific Plan (SPA No. 27- 2021) is in conformance with the City's General Plan with the proposed General Plan Amendment (No. GPA 112-2021).
- b) The Project as proposed by the Development Agreement (DA No. 29-2021) is consistent with and furthers a number of goals and objectives identified in the City's General Plan. Overall, the Project proposed by the Development Agreement represents a productive reuse of a brownfield site that is compatible with surrounding uses, and offers Carson residents new opportunities for residential, retail, recreation and employment. Thus, the Project will further the public health, safety and welfare.

Further detailed findings of consistency between the Project and the General Plan are an appendix to the 2022 SEIR.

- c) The Specific Plan Amendment No. 27-2021 complies with Government Code Section 65451.
- d) The approval of the Development Agreement for the District at South Bay Project will allow for the orderly development of a large vacant parcel within the City of Carson, is in conformity with public convenience and good land use practices, will not adversely affect the orderly development of property and will not adversely affect property values.
- e) The amended Specific Plan allows for the replacement of general commercial and hotel uses that were previously approved under the 2018 Specific Plan for 96 acres of the 157-Acre Site (within Planning Area 3 (PA3)) with light industrial uses, and separate commercial uses, together with privately maintained, publicly accessible open space and community amenity areas described as the Carson Country Mart.
- f) The Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.
- g) The Project is compatible with the objectives and policies of the City's General Plan and the General Plan Amendment will not frustrate the plan's goals and policies

SECTION 4. The Planning Commission further finds that the proposed Project is subject to the provisions of CEQA.

SECTION 5. The Planning Commission of the City of Carson, pursuant to the findings noted above, does hereby recommend that the City Council adopt (a) Specific Plan Amendment 27-2021, (b) Development Agreement No. 29-2021 (pursuant to an uncodified ordinance) and (c) General Plan Amendment 112-2021, subject to the Conditions of Approval contained in Exhibit "B" and incorporated herein by reference.

SECTION 6. This decision of the Planning Commission shall become effective and final 15 days from the date of the action, in accordance with Section 9173.33 of the Zoning Ordinance, unless an appeal is filed within that time in accordance with Section 9173.4 of the Zoning Ordinance.

SECTION 7. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant

APPROVED and **ADOPTED** this 18th of April 2022.

Vice Chair Chris Palmer- Covid Signature

CHAIRPERSON

ATTEST:

Lucille Sandoval
SECRETARY

EXHIBIT "A"
Legal Description

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EXHIBIT "A"
LEGAL DESCRIPTION

FFD CARSON, LLC PROPERTY
CITY OF CARSON, CA

An airspace parcel situated in the City of Carson, County of Los Angeles, State of California, being a portion of Parcel 2 of Parcel Map No. 70372 as shown on a map thereof filed in Book 377, Pages 76 through 89 of Parcel Maps in the Office of the county Recorder of Said Los Angeles County, bounded northerly and northeasterly by the southerly and southwesterly right-of-way line of Lenardo Drive as shown on said Parcel Map No. 70372. The vertical limits of said parcel are the same as the upper and lower limits of said Parcel 2 of Parcel Map No. 70372.

EXCEPTING THEREFROM that portion lying westerly of a line described as follows:

BEGINNING at the northwesterly terminus of that certain course shown as having a bearing and distance of "North 16°55'45" West 50.40 feet" in the westerly boundary line of said Parcel Map No. 70372; thence continuing along its northwesterly prolongation North 16°55'45" West 127.49 feet to the southerly right-of-way line of Lenardo Drive as shown on said Parcel Map No. 70372.

ALSO EXCEPTING THEREFROM that portion included within a parcel of land described as follows:

COMMENCING at the easterly terminus of that certain course shown as having a bearing and distance of "North 89°54'32" West 239.64 feet" in the southerly boundary line of said Parcel Map No. 70372; thence along said course and said southerly boundary line, North 89°54'32" West 49.72 feet; thence leaving said southerly boundary line at a right angle, North 00°05'28" East 60.00 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing North 00°05'28" East 45.57 feet; thence North 54°06'27" East 238.88 feet; thence South 89°54'32" East 103.31 feet; thence South 00°05'28" West 112.84 feet; thence South 89°54'32" East 70.02 feet; thence South 00°05'28" West 73.09 feet to a line parallel with and 60.00 feet northerly from said southerly boundary line; thence along said parallel line North 89°54'32" West 89.69 feet; thence South 00°05'28" West 22.00 feet to a line parallel with and 38.00 feet northerly from said southerly boundary line; thence along said parallel line North 89°54'32" West 46.17 feet; thence North 00°05'28" East 22.00 feet to a line parallel with and 60.00 feet northerly from said southerly boundary line; thence along said parallel line North 89°54'32" West 230.76 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 84.018 Acres ±

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47 **SUBJECT TO** a perpetual nonexclusive easement in favor of the Carson Reclamation Authority, a
48 California joint powers authority, the City of Carson, a California charter city, and their respective
49 successors and assigns, for vehicular ingress, egress and access in, on, over and through that
50 certain portion of the foregoing parcel described as follows:

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52 That certain parcel of land situated in the City of Carson, County of Los Angeles, State of
53 California, being a portion of Parcel 2 of Parcel Map No. 70372 as shown on a map thereof filed in
54 Book 377, Pages 76 through 89 of Parcel Maps in the office of the County Recorder of said Los
55 Angeles County, lying northeasterly, easterly, southeasterly, southerly, southwesterly and westerly
56 of the following described line:

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58 **COMMENCING** at the northwesterly terminus of that certain course shown as having a bearing
59 and distance of "North 69°18'31" West 219.32 feet" in the centerline of Lenardo Drive as shown on
60 said Parcel Map No. 70372; thence along said centerline South 69°18'31" East 211.70 feet; thence
61 leaving said centerline at a right angle South 20°41'29" West 52.00 feet to the southwesterly right-
62 of-way line of said Lenardo Drive and the **TRUE POINT OF BEGINNING**;

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64 Thence leaving said right-of-way line, South 56°57'36" East 2.54 feet to the beginning of a tangent
65 curve concave westerly and having a radius of 25.00 feet; thence southeasterly, southerly and
66 southwesterly along said curve 41.19 feet through a central angle of 94°23'35"; thence tangent
67 from said curve South 37°25'59" West 4.49 feet to the beginning of a tangent curve concave
68 northwesterly and having a radius of 20.00 feet; thence along said curve southwesterly 12.89 feet
69 through a central angle of 36°55'05"; thence tangent from said curve South 74°21'04" West 47.90
70 feet to the beginning of a tangent curve concave northwesterly and having a radius of 100.00 feet;
71 thence along said curve southwesterly and westerly 27.47 feet through a central angle of
72 15°44'24"; thence tangent from said curve North 89°54'32" West 111.78 feet; thence North
73 87°17'47" West 41.26 feet; thence North 89°17'14" West 21.75 feet; thence North 79°06'08" West
74 28.22 feet; thence North 89°54'32" West 10.00 feet; thence South 79°06'08" West 38.10 feet;
75 thence North 89°27'08" West 116.47 feet; thence North 84°37'30" West 36.20 feet; thence North
76 89°54'32" West 10.00 feet; thence South 86°17'57" West 34.01 feet; thence South 89°41'45" West
77 106.17 feet; thence North 88°16'18" West 130.87 feet; thence South 89°45'43" West 74.68 feet;
78 thence North 88°31'14" West 108.06 feet; thence South 87°59'30" West 41.23 feet; thence North
79 88°38'27" West 109.12 feet; thence South 89°22'22" West 288.45 feet; thence North 88°41'33"
80 West 130.25 feet; thence North 89°54'32" West 187.18 feet; thence North 87°03'05" West 72.60
81 feet; thence North 00°06'07" East 30.38 feet to a line parallel with and 60.00 feet northerly from the
82 southerly boundary line of said Parcel Map No. 70372;

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84 Thence along said parallel line North 89°54'32" West 89.69 feet; thence South 00°05'28" West
85 22.00 feet to a line parallel with and 38.00 feet northerly from said southerly boundary line; thence
86 along said parallel line North 89°54'32" West 46.17 feet; thence North 00°05'28" East 22.00 feet to
87 a line parallel with and 60.00 feet northerly from said southerly boundary line; thence along said
88 parallel line North 89°54'32" West 230.76; thence South 00°05'28" West 12.08 feet; thence South
89 87°45'13" West 107.96 feet; thence South 84°25'50" West 56.47 feet to the beginning of a tangent

90 curve concave northeasterly and having a radius of 60.00 feet; thence along said curve westerly
91 and northwesterly 58.55 feet through a central angle of 55°54'23";
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93 Thence tangent from said curve North 39°39'47" West 51.49 feet; thence North 35°50'18" West
94 710.46 feet; thence North 36°59'37" West 47.71 feet to the beginning of a tangent curve concave
95 north easterly and having a radius of 200.00 feet; thence along said curve northwesterly 68.92 feet
96 through a central angle of 19°44'42"; thence tangent from said curve North 17°14'55" West 260.01
97 feet; thence North 17°45'00" West 196.84 feet; thence North 17°01'24" West 376.94 feet; thence
98 North 16°26'55" West 199.38 feet; thence North 16°58'02" West 117.53 feet; thence North
99 00°11'00" East 65.69 feet to the southerly right-of-way line of Lenardo Drive as shown on said
100 Parcel Map No. 70372.

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102 **EXCEPTING THEREFROM** that portion lying westerly of a line described as follows:

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104 **BEGINNING** at the northwesterly terminus of that certain course shown as having a bearing and
105 distance of "North 16°55'45" West 50.40 feet" in the westerly boundary line of said Parcel Map No.
106 70372; thence continuing along its northwesterly prolongation North 16°55'45" West 127.49 feet to
107 the southerly right-of-way line of Lenardo Drive as shown on said Parcel Map No. 70372.

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109 **ALSO EXCEPTING THEREFROM** that portion included within a parcel of land described as
110 follows:

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112 **COMMENCING** at the westerly terminus of that certain course shown as having a bearing and
113 distance of "North 89°54'32" West 406.97 feet" in the southerly boundary line of said Parcel Map
114 No. 70372; thence along said course and said southerly boundary line, South 89°54'32" East
115 406.97 feet to the most southeasterly corner of said Parcel Map No. 70372; thence along the most
116 easterly boundary line of said Parcel Map No. 70372, North 00°04'32" East 12.00 feet to a line
117 parallel with and 12.00 feet northerly from said southerly boundary line, said point also being the
118 **TRUE POINT OF BEGINNING**;

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120 Thence along said parallel line North 89°54'32" West 140.33 feet; thence North 74°21'04" East
121 12.71 feet to the beginning of a tangent curve concave northwesterly and having a radius of 47.00
122 feet; thence along said curve northeasterly and northerly 49.80 feet through a central angle of
123 60°42'52"; thence tangent from said curve North 13°38'12" East 20.04 feet to a point on a non-
124 tangent curve concave southwesterly and having a radius of 615.00 feet, a radial line from said
125 point on said curve bears North 23°35'43" East, said curve also being in the southwesterly right-of-
126 way line of Lenardo Drive as shown in said Parcel Map No. 70372; thence along said curve and
127 said right-of-way line southeasterly 102.85 feet through a central angle of 09°34'54" to said most
128 easterly boundary line of said Parcel Map No. 70372; thence along said most easterly boundary
129 line, South 00°04'32" West 8.47 feet to the **TRUE POINT OF BEGINNING**.

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131 **CONTAINING:** 3.420 Acres ±

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135 **ALSO SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

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137 The foregoing airspace parcel and access easement are depicted on **EXHIBIT "B"** attached and
138 by this reference made a part hereof.

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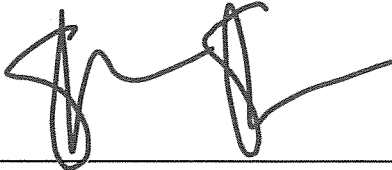
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Steven C. Slocum

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Michael Baker International

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CITY OF CARSON
COMMUNITY DEVELOPMENT
PLANNING DIVISION
EXHIBIT "B"
CONDITIONS OF APPROVAL

DISTRICT AT SOUTH BAY 2021 SPECIFIC PLAN AMENDMENT No. 27-2021

These "Conditions of Approval" shall govern the 2021 District at South Bay Specific Plan ("Specific Plan"), located at 20400 South Main St. in the City of Carson ("Project Site"). The "Project" consists of light industrial uses within PA3(a), and separate commercial uses, together with privately maintained, publicly accessible open space and community amenity areas known as the Carson Country Mart located on PA3(b). The Project is proposed by the "Applicant" which currently consists of Carson Goose Owner, LLC which term shall include the successors and assigns of the Applicant (aka, the "Developer").

GENERAL CONDITIONS

1. The Applicant shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the City Council Resolution approving the 2021 Amendment to the District at South Bay Specific Plan.
2. The adopted Ordinance approving the 2021 Amendment to the District at South Bay Specific Plan, including the Conditions of Approval contained herein, and the signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.
3. These Conditions of Approval shall be subject to the terms and conditions of the 2021 Specific Plan, 2022 Final Environmental Impact Report (FEIR), Mitigation Monitoring and Reporting Program (MMRP), Development Agreement (DA). In the event of a conflict between these Conditions of Approval and the Development Agreement the Development Agreement shall control.
4. The Applicant shall submit a complete set of electronic Construction Drawings that conform to all the Conditions of Approval to be reviewed and approved by the Planning Division prior to Building and Safety plan check submittal.
5. The Applicant shall comply with all City, county, state, and federal regulations applicable to the Project, including, without limitation, all DTSC requirements and regulations, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements.

6. The Applicant shall comply with all Mitigation Measures, Project Design Features, and Project Characteristics as described in the 2022 Final Supplemental Environmental Impact Report and MMRP.
7. The Applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission or City Council in order to comply with all the Conditions of Approval and applicable Specific Plan No. SPA 27-2021 provisions.
8. City Approvals. All approvals by City, the Carson Reclamation Authority (CRA), and the Department of Toxic Substance Control (DTSC) with respect to the Project and/or the Conditions of Approval set forth herein, unless otherwise specified, shall be by the department head of the department or agency requiring the applicable condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Applicant shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to the January 19, 2021 Reimbursement Agreement.
9. Reimbursement Agreement. A trust deposit account shall be established and maintained pursuant to the Reimbursement Agreement, dated January 19, 2021.
10. Indemnification. The Applicant, and its tenant(s), for themselves and their successors in interest (“Indemnitors”), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them (“Indemnitees”) as set forth in the DA from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, “Claims”) against Indemnitees with respect to the Project entitlements or approvals that are the subject of these Conditions of Approval, and any Claims against Indemnitees which are in any way related to Indemnitees’ review of or decision upon the Project that is the subject of these Conditions of Approval (including, without limitation, any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act, DTSC, or other local or State Agencies, and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors’ construction or operations of the Project, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements. or any of the Project entitlements or other approvals that are the subject of Conditions of the Approvals for the Specific Plan, Site Plan and Design Review and Tentative Tract Map. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors’ consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City’s estimate, in its sole and absolute discretion, of the cost of litigation / Claims asserted, including the cost of any award of attorneys’ fees, and shall make additional

deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

DEVELOPMENT IMPACT FEE - CITY OF CARSON

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

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

CITYWIDE COMMUNITY FACILITIES DISTRICT

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

In 2019, the City undertook a Fiscal Impact Analysis by NBS, dated (“FIA”). City Staff have been using this analysis generally to determine the impacts in CFD No. 2018-01. Based on the FIA, the impacts of this project fits into the “Industrial Zone 1” category. Based on a 73.53 acre development, the current estimated annual amount for ongoing services is \$2,995.17 per acre per year or \$220,234.85 annually subject to annual adjustments. Prior to recordation of final tract map or permit issuance, whichever comes first, Developer shall annex into the CFD.