



CITY OF CARSON
PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: June 25, 2019

SUBJECT: Site Plan and Design Review (DOR) No. 1695-18
Conditional Use Permit (CUP) No. 1040-18
Vesting Tentative Tract Map (VTTM) No. 78226

APPLICANT: The Carson Property, LLC
c/o Spencer Oliver of Integral Communities
888 San Clemente Suite 100
Newport Beach, CA 92660

PROPERTY OWNER: Little Blackfoot, LLC
1316 Solano Ave
Albany, CA 94706

REQUEST: Approval of a Site Plan and Design Review No. 1695-18, Conditional Use Permit No. 1040-18, and Tentative Tract Map No. 78226; and recommendation of approval to the City Council to adopt Specific Plan Amendment No. 4-93 Revision 4 and Mitigated Negative Declaration to develop a 175-unit residential condominium project on an 8.07-acre project site

PROPERTY INVOLVED: Northeast corner of S. Central Avenue and E. Victoria Street

AYE	NO		AYE	NO	
		Chairman Pimentel			Mitoma
		Vice-Chair Cainglet			Palmer
		Cinco			Rahman
		Fe'esago			Rashad
		Madrigal			Alt. Diaz Alt. Hellerud Alt. Zuniga

Item No. 6A

I. **Introduction**

Property Owner

Little Blackfoot
c/o Loma Verde Properties LLC
Attn: William J. Houston
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(510) 769-6080
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Applicant

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Representative

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II. **Project Description**

The applicant requests the approval of the following DOR No. 1695-18, CUP No.1040-18 and VTTM No. 78226; and recommendation of approval to the City Council to adopt Specific Plan Amendment No. 4-93 Revision 4 and MND to develop a new 175-unit residential condominium project and related on/off-site improvements on an 8.07-acre project site. **The overall density for the project area is 21.69 dwelling units per acre.**

The proposed development, which has been named Victoria Greens, is 175 total units consisting of 95 three-story townhome units (Row) and 80 three-story stacked flat units (Level), a recreation center, a dog park, and a linear park contained in a secured, gated community. **Square footages for the two products range between 1,423 and 2,072 square feet** and each condominium unit will have an attached two-car garage. In addition to residential parking garages, there will be 67 surface parking spaces for guests. Residents will enjoy approximately 135,000 square feet of common open space including 23,000 square feet of recreation space that includes a pool area and clubhouse, and other community amenities. The future homeowner's

association will manage the recreation center as well as all interior roads, landscaping, and perimeter walls.

III. Project Site and Surrounding Land Uses

The project site is located in the northern portion of the City of Carson, and in proximity to State Route 91, City of Compton, and California State University, Dominguez Hills (CSUDH). The project site currently contains a vacant, undeveloped site and is located at northeast corner of S. Central Avenue and E. Victoria Street within the existing Dominguez Hills Village Specific Plan (Specific Plan), within an existing industrial and residential land use interface context. The area immediately surrounding the project site is characterized by a variety of land uses, including industrial and office uses to the north, Dominguez Technology Center Specific Plan (Phase 2) containing industrial uses to the south, industrial uses to the east, and residential uses within the Specific Plan to the west. A preschool (Junioriversity), is located approximately 50 feet north of the project site; a paved drivable alley and two 6-foot fences with plastic mesh separate the preschool property from the Site. The site is adjacent to the existing cell tower facility at 17900 Central Avenue (midway along the eastern border with Central Avenue), and an existing Southern California Gas pipeline facility. The following provides a summary of the site information:

Site Information	
General Plan Land Use	Existing: Mixed Use Residential (MU-R) (up to 35 DU/ac) Proposed: No Changes to General Plan Land Use
Zone District	Existing: Dominguez Hills Village Specific Plan (SP-4), Land Use Plan identifies this site as Industrial/Retail land use only. Proposed: Specific Plan Amendment No. 4-93 Revision 4 to allow (Housing Type D townhomes and Flats) residential on this site Specific Plan Amendment No. 4-93 Revision 4
Site Size	351,529.2 SF (or 8.07 acres)
Present Use and Development	Vacant/Undeveloped
Surrounding Uses/Zoning	North: City of Compton Industrial zoning (Industrial/Office) South: Dominguez Technology Center Specific Plan (Phase 2)/SP-2 (Industrial/Office uses) East: Industrial/Prologis Industrial Building (trucking/logistics warehouse) West: Southern California Gas pipeline facility; Verizon property/communication tower; Dominguez Hills Village Community Association (Parcel 1)

Previously Approved Discretionary Permits

The project site was previously mapped as Lot 2, 3 and 4 of Parcel Map No. 24971, and "Parcel 2" of the Dominguez Hills Village Specific Plan (SP 4-93).

Public Safety Issues

None.

IV. Analysis

Background

The original Specific Plan was designed for residential, child care, neighborhood retail, industrial and open space uses, and allowed for a maximum buildout of 893 residential units. Since its adoption and approval in 1996, Dominguez Hills Village has evolved into what is now solely residential uses, built out to only 574 residences ranging from condominiums to single-family within the Dominguez Hills Village Association. This transition from the original plan of varied uses to purely residential uses has created the appropriate environment for the proposed 175-unit townhome development. The development aligns with the existing uses within the Specific Plan, and proposed Specific Plan Amendment, and does not exceed the original proposed buildout of 893 residential units.

The project site encompasses Lot 2, 3 and 4 of Parcel Map No. 24971, which was referred to as Parcel 2 in the Specific Plan. A majority of Parcel 2 (approximately two thirds of the eastern portion) was developed with a trucking/logistics warehouse – an industrial land use, and today is owned by Prologis. A neighborhood retail center and a tank farm were proposed for the Commercial and Industrial zones on the proposed project site. The neighborhood retail center was intended to provide a convenient and accessible service/retail center (comprising a minimum of 50,000 square feet) to the surrounding community. This commercial use was identified by the Community and City officials as a needed amenity. The center was anticipated to contain a small market, neighborhood retail, and restaurant pads (potentially offering drive-through fast food). The Specific Plan indicates that the site should conform to uses allowed in the General Plan or uses demonstrated to be compatible with the neighborhood and identified as alternates in the Specific Plan. Such alternate uses are subject to the City's General Plan Amendments and Site Plan review processes. Most of the project site is designated Mixed Use – Residential in the General Plan.

Historical Context and Site Constraints

The property formerly was part of a larger parcel of land that was historically used for oil exploration activities from the 1920s through the late 1990s as part of the "Hellman Lease". There are eight abandoned oil exploration wells within the project area. As part of the decommissioning of the oil exploration, several site investigations identified areas of shallow soils that were impacted by total petroleum hydrocarbons, metals, and volatile organic compounds. The project area underwent remediation activities in the late 1990s. On August 13, 2008, the Los Angeles Regional Water Quality Control Board (Regional Board) granted the project area a conditional site closure. However, the Regional Board required a Covenant and Environmental Restriction on Property to be filed and recorded in Official Records, Recorder's Office, Los Angeles County to restrict the land use of the Site to commercial/industrial due to the residual contamination left at the Site. Additional site investigation activities

were conducted in 2017 and 2018 to assess the risk for residential use of the Site. The risk assessment indicates that the residual contamination in soil poses a risk for residential land use.

In order to develop the site, the Region Board opened a new case to provide regulatory oversight for the investigation and remediation warranted to modify the project site's land use restriction and allow for residential. Thus, a new case was opened by the Regional Board on March 30, 2018. The Regional Board contracted with the State Office of Environmental Health Hazard Assessment to have their toxicologists review and comment on risk assessment reports associated with the project.

A Remedial Action Plan was prepared with the soil cleanup goals of arsenic, lead, and total petroleum hydrocarbons for residential land use of the Site. The Department of Toxic Substances Control (DTSC) reviewed the Revised Human Health Risk Assessment and Remedial Action Plan. The Human Health Risk Assessment concluded that the cumulative cancer risks and non-cancer HIs associated with any remaining soil and soil gas chemical concentrations after completion of the proposed soil excavation will not exceed the incremental cancer range of 10^{-6} and the target non-cancer HI of one. The DTSC concurred with the conclusions and approved the Health Risk Assessment on December 5, 2018.

The remedial action plan and its addendum were submitted to the Regional Board for review to propose to excavate and remove approximately 6,100 square feet of impacted soils with arsenic, lead, and total petroleum hydrocarbons which pose a threat to human health. Based on the review of remedial action plan and process conducted the Regional Board, the proposed remedial action plan and its addendum for the project site's redevelopment was conditionally approved by the Regional Board on April 23, 2019. The Regional Board has finalized review and the project site's current case status is "Closed."

The eight abandoned oil wells within the project area have been contemplated in the project design as required by current environmental law. The project area will be remediated to comply with current residential standards prior to construction.

Use

Current Improvements

The approximately 8-acre project site is currently vacant with disturbed land cover, chain-link fencing along the perimeter, and some paved areas at the northwest portion of the site along Central Avenue.

Proposed Improvements

The project involves the construction of a 175-unit multifamily residential community consisting of 95 three-story row townhome units and 80 three-story stacked flat units,

a recreation center, a dog park and tot lot, and a linear park contained in a secured, gated community.

Buildings and Architecture

The project architecture for Victoria Greens is a mix of reflective of a Mediterranean and craftsman styles and utilizes architectural elements that will allow the development to be in harmony with the existing community. The proposed building has a maximum height of 40 feet. The building exterior includes vertical and horizontal elements that break up the overall massing and provide visual interest. The current project design reflects revisions made by the Applicant in response to City design review.

The residential buildings 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, particularly with the existing residential community within the same Specific Plan. 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 three story townhome project consists of 175 residential units with approximately 297,625 of total residential square footage. There will be 28 residential buildings with three stories of residential units, with balconies and private open spaces. There are 95 proposed three-story townhomes (Row), and 80 proposed flats (Level).

North Elevation along easement



East Elevation along Property Line with Prologis



South Elevation along Victoria Street



Perspective and Details along Victoria Street (South Elevation)



West Elevation along Central Avenue



Site Plan

The project entry is located along Central Avenue and properly aligns with the existing residential neighborhood which is directly across from the proposed project site. Most of the residential units are internally oriented, however the applicant has appropriately oriented those units along Victoria Street to front onto the street, providing an enhanced streetscape character as well as 'eyes on the street', rather than backing onto the street.

As seen on Site Plan, the applicant has provided pedestrian connections throughout the site connecting proposed site amenities, such as the dog park and other community open space areas, with one another. The distribution of guest and accessible parking is evenly distributed and convenient throughout the project site, provided in the primary site entrance, the southwest corner, adjacent to the recreation and pool area, and along the eastern perimeter.

Site Plan



Open Space, Landscaping, and Fencing

Private Open Space

Projects within the Dominguez Hills Village Specific Plan must provide private open space in accordance with the Carson Municipal Code (CMC). Each unit's floorplan includes a balcony or private patio providing individual outdoor open space area. Up

to 24 units located along Victoria Street would include an enclosed front patio/private open space area.

Common Open Space

Residents will enjoy approximately 135,000 square feet of common open space including 23,000 square feet of recreation space that includes a pool area and clubhouse, and other community amenities. The future homeowners association will manage the recreation center as well as all interior roads, landscaping, and perimeter walls. The Project will include a dog park and tot lot (0.19 acres), pool and picnic areas (0.22 acres), and linear park (0.10 acres). These recreation areas exceed the City's recreation standards by approximately 1,000 square feet (0.2 acres).

Landscape

The entrance into Victoria Greens will have planted medians and landscaped perimeter setbacks and easements to define the project's design concept. The introductory landscape theme will include elements such as tree clustering to reinforce the project theme and character.

The landscape themes complement the Mediterranean and craftsman style architecture, while providing a vital element of visual unification to the overall community. The landscape theme also seeks to fit into the local urban context, with a strong sense of purpose and intent. The landscape theme focuses on the use of subtropical flowering and evergreen plant material selected from the best of local historical landscape evolution. Formal and informal plant groupings identify key community elements such as entries, streetscapes, open space areas and land use types, while softening structural interfaces and providing privacy and intimacy through buffering and screening. The landscape elements reinforce the landscape theme through the selection of complementary materials and design layouts. In addition, all planting and irrigation shall comply with the applicable State's Model Water Efficient Landscape Ordinance.

Block Walls and Gates

Concrete masonry walls with stone veneer shall be used as the major hardscape theme elements featured in Victoria Greens. The stone will be selected to provide rich textures and quality of appearance consistent with the architectural theme.

Stone veneer will be used at individual project entries as a wall terminus element, and pilasters.

An eight-foot (8') high split face block wall shall be constructed on each property line prior to development of any non-residential use that adjoins any parcel designed for open space. A six-foot (6') high perimeter fence shall be constructed around recreation areas and access points on Victoria Street.

The project includes a wrought iron gate on the western and southern perimeter at the project frontage along both streets.

An automated vehicular gate will be provided at the main entry, with mechanical entry gate systems at the other entrance off Victoria Street.

Access and Parking, and Transportation Analysis

The proposed development will have adequate street access for both pedestrians and also adequate capacity for parking and traffic. The project will provide access via a driveway on Central Avenue located opposite Aspen Hill Road. Egress and ingress access from the Project via Central Avenue driveway will be limited to right-turns only at all times. The project will provide an additional egress-only driveway on Victoria Street. That driveway will also serve as a secondary access point for emergency vehicles if ever necessary.

Resident parking is provided in attached garages, and visitor parking is located throughout the community and can be accessed using the internal private driveways and sidewalks. All parking spaces will be completely screened from public view by use of block walls and landscaping. The proposed project includes a total of 417 parking spaces: 350 resident spaces and 67 guest parking spaces. In addition, the project site is accessible via local sidewalks to the bus stops on S. Central Avenue. The site design creates a quality pedestrian atmosphere with access from the street, and internal pedestrian access throughout the proposed building. The project design will allow for and promote safe and convenient pedestrian and vehicle circulation.

The site design creates a quality pedestrian atmosphere with sidewalk and parkway area along Central Avenue and Victoria Street, access from the street, and internal pedestrian access throughout the proposed building. Due to the proximity of the project site to California State University, Dominguez Hills and Dignity Health Sports Park, residents of the proposed project would be able to access these centers via local sidewalks, promoting pedestrian-oriented and transit-oriented environment. The applicant has incorporated new sidewalks into Site Plan and Tentative Map

In addition, the project site is adjacent to an existing bus stop on S. Central Avenue at E. Victoria Street. The applicant/developer has incorporated the improvement of the bus stop, sidewalk, and "bulbout" to allow access for the bus servicers and riders. This developer will install a bus shelter at location of the existing bus stop on Central Avenue abutting the property frontage, which will be procured and furnished by the City, and has been added as a conditional of approval (COA #115).

Project Trip Generation and Transportation Analysis

Based on the transportation impact analysis conducted for the project Mitigated Negative Declaration, and *In* ITE Trip Generation Rates, the project is projected to generate 1,281 daily trips, including 81 trips during the AM peak hour, and 98 trips during the PM peak hour.

The traffic level of service analysis conducted for this project found that the project would not result in significant impacts to the existing and future study area intersections. A signal warrant analysis concluded that the addition of the primary

project driveway to the existing three-legged intersection of Central Avenue and Aspen Hill Road would not warrant installation of a traffic signal.

Off-site improvements

In response to concerns raised by the community during the development review process, the developer has volunteered to install a traffic signal at the primary project driveway/entrance of the community on Central Avenue at Aspen Hill Road. Developer has requested to have the option of accelerating the installation of a traffic signal at the intersection of S. Central Avenue and Aspen Hill Road (the "Off-Site Improvement") as suggested by City residents, which option would allow the Off-Site Improvement to proceed in conjunction with the Project with the Developer advancing the costs of such improvement, subject to recognition of certain credits as reimbursement for the Off-Site Improvement. This off-site improvement has been added as a conditional of approval (COA #17).

Subdivision

Two existing lots will be subdivided into 30 lots to accommodate for 175 condominium units, and common lots for open space, a private driveway and fire lane. Vesting Tentative Tract Map No. 78226 was reviewed by City of Carson, and LA County Department of Public Works and resulted in the issuance of a draft letter dated June 17, 2019 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.

A subdivision committee meeting was held on June 18, 2019 to discuss the conditions of approval with the applicant.

Specific Plan Amendment

The original Dominguez Hills Village Specific Plan was designed for residential, child care, neighborhood retail, industrial and open space uses, and allowed for a maximum buildout of 893 residential units. Since its adoption and approval in 1996, Dominguez Hills Village has evolved into what is now solely residential uses, built out to only 574 residences ranging from condominiums to single-family within the Dominguez Hills Village Association. The separate Specific Plan Amendment/Revision 3 for the Brandywine residential project, proposes an additional 38 residential townhome units. This transition from the original plan of varied uses to purely residential uses has created the appropriate environment for the proposed 175-unit townhome development. The development aligns with the existing uses within the Specific Plan, and proposed Specific Plan Amendment, and does not exceed the original proposed buildout of 893 residential units.

A revision to the Specific Plan in 1999 reduced the maximum residential buildout in the Specific Plan area to 650 dwelling units. The original 1996 EIR analyzed for up to 893 units, and no supplemental environmental analysis was conducted for the 1999 SP amendment(s). This Specific Plan Amendment No. 4-93 Revision 4 (for Victoria

greens) discusses the allowable buildout to accommodate for the additional 175 units.

The Specific Plan indicates that the site should conform to uses allowed in the General Plan or uses demonstrated to be compatible with the neighborhood and identified as alternates in the Specific Plan. Such alternate uses are subject to the City's General Plan Amendments and Site Plan review processes. Most of the project site is designated Mixed Use – Residential in the General Plan.

V. CFD/DIF Discussion

On April 16, 2019, the City Council adopted Ordinance No. 19-1931 to implement the City's Interim Development Impact Fee ("IDIF") Program. In accordance with this IDIF program, the applicant shall be responsible for payment of one-time impact development impact fee of \$14,000/dwelling unit. The Project contemplates a 175-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 \$2,450,000 (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. 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 shall participate in the CFD No 2018-01 for this purpose so as to offset the ongoing impacts of the Project (the CFD Benefits).

VI. Environmental Review

The City reviewed the environmental impacts of the proposed project pursuant to the California Environmental Quality Act (CEQA). An Initial Study (IS)/Mitigated Negative Declaration (MND) was prepared for the proposed Victoria Greens project (project) and made available for public comment for a 30-day public review period from January 17, 2019 through February 15, 2019. The Draft Mitigated Negative Declaration found potentially significant impacts of air quality, cultural resources, hazards and hazardous material, and noise. With the inclusion of the proposed mitigation measures, adverse impacts are mitigated to the maximum extent feasible and below a level of significance.

Previous Environmental Review

The project site was originally reviewed as part of the Dominguez Hills Village Specific Plan Environmental Impact Report (Specific Plan EIR). City Council certified the EIR and adopted the Mitigation Monitoring Plan on January 23, 1996. The Specific Plan EIR evaluates potential environmental impacts resulting from the implementation of the Specific Plan. However, the proposed project would place housing in areas designated Industrial and Commercial in the Specific Plan.

The Specific Plan EIR examined the impacts of the Specific Plan implementation upon air quality and cumulative noise. The short and long-term impacts on air quality were found to be significant and the EIR sets forth all feasible air quality mitigation

measures. The cumulative noise impacts were found to be significant, but the project was not found to have an individually significant impact on the future noise level increases. Therefore, no project mitigation was proposed for noise impacts.

VII. Public Notice and Community Outreach

Notice of public hearing was posted in the newspaper and to the project site on June 13, 2019. Notices were mailed to property owners and occupants on June 11, 2019. The agenda was posted at City Hall 72 hours prior to the Planning Commission meeting.

On January 31st, the applicant hosted a community meeting with the adjacent property owners and occupants at Henderson Park Recreation Building in Carson, CA. Notices of the community meeting were sent to all property owners and tenants within 1,200 feet from the project site. See **attached summary of community meeting provide by the applicant (Exhibit 5)**.

VIII. Recommendation

That the Planning Commission:

- **APPROVE** Site Plan and Design Review No. 1695-18, Conditional Use Permit No.1040-18, Vesting Tentative Tract Map No. 78226 subject to the conditions of approval attached as Exhibit "B" to the Resolution and contingent upon City Council approval Specific Plan Amendment No. 4-93 Revision 4, and Mitigated Negative Declaration; and
- **RECOMMEND APPROVAL** Specific Plan Amendment No. 4-93 Revision 4, 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. 19-___, ENTITLED "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING SITE PLAN AND DESIGN REVIEW NO. 1695-18, CONDITIONAL USE PERMIT NO. 1040-18, VESTING TENTATIVE TRACT MAP NO. 78226; AND RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL TO ADOPT SPECIFIC PLAN AMENDMENT NO. 4-93 REVISION 4 AND MITIGATED NEGATIVE DECLARATION TO DEVELOP A 175-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON AN 8.07-ACRE PROJECT SITE."**

IX. Exhibits

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

Prepared by: Leila Carver, Planner

ITEM NO. 6A

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EXHIBIT 1

CITY OF CARSON

PLANNING COMMISSION

RESOLUTION NO. 19-2669

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING SITE PLAN AND DESIGN REVIEW NO. 1695-18, CONDITIONAL USE PERMIT NO. 1040-18, VESTING TENTATIVE TRACT MAP NO. 78226; AND RECOMMENDING TO THE CITY COUNCIL ADOPTION OF SPECIFIC PLAN AMENDMENT NO. 4-93 REVISION 4 AND APPROVAL OF MITIGATED NEGATIVE DECLARATION, FOR THE DEVELOPMENT OF A 175-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON AN 8.07-ACRE PROJECT SITE.

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, The Carson Project Owner, LLC, a Delaware limited liability company, with respect to real property located at the northeast corner of S. Central Avenue and E. Victoria Street and described in Exhibit "A" attached hereto, which the applicant is in the process of purchasing from the Little Blackfoot, a California limited liability company, requesting to construct a new three story, 175-unit residential condominium project and associated improvements, seeking the following approvals/entitlements:

- Site Plan and Design Review (DOR) No. 1695-18, to permit the design of the proposed project to construct a 175-unit residential condominium project;
- Conditional Use Permit (CUP) No. 1040-18 to permit a new multiple-family residential condominium project;
- Vesting Tentative Tract Map (TTM) No. 78226, to subdivide the existing parcel to allow for the development of 175 residential condominium units;

Section 2. A public hearing was duly held on June 25, 2019, at Carson City Hall, 701 East Carson Street, Carson, California. A notice of the time, place, and purpose of the aforesaid meeting was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at said hearing.

Section 3. Pursuant to the Dominguez Hills Village Specific Plan (SP-4), and the proposed Specific Plan Amendment No. 4-93 Revision 4, any proposed development is subject to site design review and approval for individual Planning Area lots such as open space, residential, child care, commercial, industrial, and oil production. With respect to the **Site Plan and Design Review No. 1695-18**, the Planning Commission finds that:

- a) The proposed map and design will be compatible with the General Plan Land Use Designation of Mixed Use Residential, Dominguez Hills Village Specific Plan, the proposed Specific Plan Amendment, and surrounding uses. The Mixed Use Residential will accommodate up to 35 dwelling units per acre, and with the proposed 175-units to be developed on an 8.07-acre site, the project will be compatible with the General Plan policies. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Specific Plan, the Specific Plan standards and regulations shall prevail. The implementation of the project requires different development standards than those included in the Dominguez Hills Specific Plan; therefore, the applicant proposes the Specific Plan Amendment to the existing Specific Plan to allow the proposed residential use.
- b) The proposed project is within the existing SP-4 zoning district, and the proposed project is compatible with the architecture and design with the existing and anticipated development in the area, including site planning, 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 buildings and associated improvements were designed with a strong and appropriately-scaled framework of architecture and landscape. The building mass and landscaping throughout the project site are designed to create a sense of unity with enough unique features to stay within the architectural design boundaries with on-site off-site elements. High-quality features and materials 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 adjacent to one-and two-story single-family residential properties that include a variety of architectural styles, and industrial/office uses. The applicant has proposed a "Mediterranean" and "Craftsman" style architecture with features including neutral toned exterior finishes with rustic touches of natural wood. Vertical and horizontal siding are key elements of "Mediterranean" and "Craftsman" architecture and this feature can be found throughout the building design. Further, the residential development offers an abundance of windows and gable roofs, which are also hallmark features of "Mediterranean" and "Craftsman" architecture. The buildings vary in massing through use of building and architectural projections. Elevation materials are comprised of wood, glass, and stucco that support the chosen "Mediterranean" and "Craftsman" style architecture. The landscape themes complement the Mediterranean and craftsman style architecture, while providing a vital element of visual unification to the overall community. The landscape theme also seeks to fit into the local urban context, with a strong sense of purpose and intent. The landscape theme focuses on the use of subtropical flowering and evergreen plant material selected from the best of local historical landscape evolution. Formal and informal plant groupings identify key community elements such as entries, streetscapes, open space areas and land use types, while softening structural interfaces and providing privacy and intimacy through buffering and screening. The landscape elements reinforce the landscape theme through the selection of complementary materials and design layouts. In addition, all planting and irrigation shall comply with the applicable State's Model Water Efficient Landscape Ordinance.

- c) In addition, all planting and irrigation shall comply with the applicable State's Model Water Efficient Landscape Ordinance.
- d) The proposed development will have adequate street access, and also adequate capacity for parking and traffic. One driveway S. Central Avenue, opposite of Aspen Hill Drive, provides vehicle ingress/egress access to the project site. A second driveway on E. Victoria Street provides egress (exit only) and emergency vehicle access (EVA). Resident parking is provided in attached garages, and visitor parking is located throughout the community and can be accessed using the internal private driveways and sidewalks. All parking spaces will be completely screened from public view by use of block walls and landscaping. The proposed project includes a total of 417 parking spaces: 350 resident spaces and 67 guest parking spaces. In addition, the project site is accessible via local sidewalks to the bus stops on S. Central Avenue. The site design creates a quality pedestrian atmosphere with access from the street, and internal pedestrian access throughout the proposed building. The project design will allow for and promote safe and convenient pedestrian and vehicle circulation.
- e) All signage associated with this project will comply with the Specific Plan and applicable Carson Municipal Code provisions, will be reviewed and approved by the Planning Division prior to building occupancy, and will exhibit attractiveness, effectiveness and restraint in signing graphics and color.
- f) The 175-unit condominium development will be scheduled to be constructed in six (6) phases, starting with the model home construction, and each phase will satisfy the above criteria.
- g) Landscaping and site design will provide the proper screening from public right-of-way to offer a high-quality pedestrian oriented development.

Section 4. With respect to the Conditional Use Permit (CUP) No. No. 1040-18, the Planning Commission finds that:

- a) The proposed multifamily residential condominium use and development will be compatible with General Plan Land Use Designation of Mixed-Use Residential. The Mixed-Use Residential land use designation can accommodate up to 35 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 of a 175-unit residential condominium project.
- c) The proposed development will have adequate street access, and also adequate capacity for parking and traffic. One driveway S. Central Avenue, opposite of Aspen Hill Drive, provides vehicle ingress/egress access to the project site. A second driveway on E. Victoria Street provides egress (exit only) and emergency vehicle access (EVA). Resident parking is provided in attached garages, and visitor parking is located throughout the community and can be accessed using the internal private driveways and sidewalks. All

parking spaces will be completely screened from public view by use of block walls and landscaping. The proposed project includes a total of 417 parking spaces: 350 resident spaces and 67 guest parking spaces. In addition, the project site is accessible via local sidewalks to the bus stops on S. Central Avenue. The site design creates a quality pedestrian atmosphere with access from the street, and internal pedestrian access throughout the proposed building. The project design will allow for and promote safe and convenient pedestrian and vehicle circulation.

- d) 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 attached as Exhibit "B."
- e) The proposed multi-family residential condominium development will be compatible with the intended character of the area. Due to the proximity of the project site to California State University, Dominguez Hills and Dignity Health Sports Park, residents of the proposed project would be able to access these centers via local sidewalks, promoting pedestrian-oriented and transit-oriented environment.

Section 5. With respect to the Vesting Tentative Tract Map (VTTM) No. 78226, available at <http://ci.carson.ca.us/CommunityDevelopment/VictoriaGreens.aspx> and incorporated into this Resolution by reference, the Planning Commission finds that all of the findings required pursuant to Carson Municipal Code Section 9203.14, to the extent applicable, can be made in the affirmative, and that the VTTM No. 78226 can be substantiated, based on the following affirmations:

- a) Vesting Tentative Tract Map No. 78226 was reviewed by the City, and Los Angeles County Department of Public Works Land Development Unit (LA County DPW LDU) and resulted in the issuance of a **draft letter** dated **June 17, 2019**, providing recommended final conditions for final map approval. The final letter will be issued with Director of LA County DPW LDU signature prior to the City Council public hearing; The Commission finds it appropriate to approve the Vesting Tentative Tract Map conditioned upon resolution of the outstanding items subject to the holds, as stated in the conditions of approval attached hereto as Exhibit "B," and to otherwise allow final action thereon to be deferred until the time of consideration of Final Map.
- b) The proposed subdivision, together with the provisions for its design and improvement, is consistent and compatible with the General Plan objectives, policies, general land uses, and programs, Specific Plan, and proposed Specific Plan Amendment No. 4-93 Revision 4. The proposed project advances the goals and policies related to land use, transportation, housing and economic development.
- c) None of the findings requiring denial pursuant to California Government Code Section 66474, can be made.
- d) The project is an infill project, and all environmental impacts to air quality, cultural

resources, hazards and hazardous material, and noise will be mitigated to a level of insignificance through the Mitigated Negative Declaration Mitigation Monitoring and Reporting Program (see Section 7, below).

- e) The project design of the subdivision will not conflict with existing easements on the project site.

Section 6. With respect to the **Specific Plan Amendment No. 4-93 Revision 4**, the amendment to the Dominguez Hills Village Specific Plan (SP-4), which is available at <http://ci.carson.ca.us/CommunityDevelopment/VictoriaGreens.aspx> and which is incorporated herein by reference (the "Plan"), the Planning Commission finds that:

- a) The Plan complies with the requirements of California Government Code Section 65451 in that the Plan does specify in detail:
 - o The distribution, location and extent of the uses of land, including open space, within the area covered by the Plan.
 - o 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;
 - o Standards and criteria by which development will proceed, and standards for the conservation, development and mitigation of natural resources, where applicable;
 - o A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the project;
 - o A statement of the relationship of the Specific Plan to the General Plan.
- b) The proposed project and Specific Plan Amendment are consistent with and adheres to the Carson General Plan Mixed-Use Residential Land Use designation and adheres to the policies, goals and objectives of The Plan. The proposed multifamily residential condominium development is consistent with development standards of The Plan. The proposed project will be integrated seamlessly with The Plan through use of architectural elements, while still providing a degree of uniqueness to establish its own identity as its own association
- c) The project site is suitable for proposed 175-unit residential condominium project. The proposed Specific Plan Amendment will accommodate the proposed density of up to 21.69 units per acre, which does not constitute a change from existing standards. The design of the subdivision and project has incorporated project design features to reduce public health and safety problems associated with close proximity to existing residences.

Section 7. The Planning Commission further finds that the proposed project, as mitigated

pursuant to Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project, which are available for public review at <http://ci.carson.ca.us/CommunityDevelopment/VictoriaGreens.aspx> and are incorporated into this Resolution by reference, will not have a significant effect on the environment.

Section 8. Based on the aforementioned findings, the Commission hereby approves Site Plan and Design Review No. 1695-18, Conditional Use Permit No. 1040-18, and Vesting Tentative Tract Map No. 78226, and recommending that the City Council adopt Specific Plan Amendment No. 4-93 Revision 4 and Mitigated Negative Declaration to develop a 175-unit residential condominium project on an 8.07-acre project site, with respect to the property described in Section 1 hereof and recommends approval to City Council of Specific Plan Amendment No. 4-93 Revision 4 and Mitigated Negative Declaration, subject to the conditions of approval set forth in Exhibit "B" attached hereto and incorporated herein by reference.

Section 9. As a condition of the approval set forth in Section 8, and as set forth Exhibit "C" hereto, the applicant shall be responsible for payment of one-time impact development impact fee of \$14,000/dwelling unit pursuant to City Ordinance No. 19-1931 (the City's Interim Development Impact Fee ("IDIF") Program). The Project contemplates a 175-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 \$2,450,000 (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. Developer shall also participate in the City's CFD No 2018-01, which the City adopted to finance the ongoing costs of law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the projects within the CFD, so as to offset the ongoing impacts of the Project. Additionally:

- a) Developer has requested to have the option of accelerating the installation of a traffic signal at the intersection of S. Central Avenue and Aspen Hill Road (the "Off-Site Improvement"), which option would allow the Off-Site Improvement to proceed in conjunction with the Project with the Developer in conjunction, with the developer receiving a dollar for dollar credit against those fees identified in COA #2.
- b) The developer, the applicant and/or successor to whom these project entitlements are assigned, shall execute and assume, which will be in substantially similar to the agreement in its current form, attached reimbursement agreement attached hereto as Exhibit "C to the resolution to which these Conditions of Approval are attached as Exhibit "B."
- c) If the developer, the applicant and/or successor to whom these project entitlements are assigned, exercises the option to build the off-site improvement such construction shall be completed as a condition of the issuance of the first building permit.

Section 10. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.

Section 11. This action shall become final and effective fifteen days after the adoption of this Resolution and subject to approval of Specific Plan Amendment No. 4-93 Revision 4 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 25th DAY OF JUNE, 2019

CHAIRPERSON

ATTEST:

SECRETARY

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION

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

PARCELS 2, 3 AND 4 OF PARCEL MAP NO. 24971, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 289, PAGES 13 AND 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES, WATER AND OTHER MINERALS BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE PRESENT SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT OF ENTRY BELOW SAID DEPTH OF 500 FEET BY SLANT OF DIRECTIONAL DRILLING FROM OTHER LANDS TO DEVELOP AND PRODUCE OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES, WATER AND OTHER MINERALS, AND THE RIGHT TO USE THE STRUCTURES BELOW SAID DEPTH OF 500 FEET FOR THE STORAGE AND SUBSEQUENT REMOVAL OF GAS OR OTHER SUBSTANCES, BUT WITHOUT ANY RIGHT OF SURFACE ENTRY.

APN(s): 7319-003-104; 7319-003-105; 7319-003-106

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

SITE PLAN AND DESIGN REVIEW NO. 1695-18
CONDITIONAL USE PERMIT NO. 1040-18
VESTING TENTATIVE TRACT MAP NO. 78226

BUSINESS LICENSE DEPARTMENT – CITY OF CARSON

1. 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.

GENERAL CONDITIONS

2. On April 16, 2019, the City Council adopted Ordinance No. 19-1931 to implement the City's Interim Development Impact Fee ("IDIF") Program. In accordance with this IDIF program, Developer, the applicant and/or successor to whom these project entitlements are assigned, shall be responsible for payment of one-time impact fees of \$14,000 per dwelling unit prior to issuance of building permit per phase of development. The Project contemplates a 175-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 \$2,450,000 (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. See the following City webpage for additional information <http://ci.carson.ca.us/communitydevelopment/IDIFProgram.aspx>
3. 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 shall participate in the CFD No 2018-01 for this purpose so as to offset the ongoing impacts of the Project (the CFD Benefits). See the following City webpage for additional information <http://ci.carson.ca.us/communitydevelopment/CFD.aspx>.
4. 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.

5. The approved Resolution, including the Conditions of Approval contained herein ("Conditions of Approval"), 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.
6. The applicant shall submit two complete sets of plans that conform to the Conditions of Approval to be reviewed and approved by the Planning Division prior to the issuance of a building permit.
7. The applicant shall comply with all city, county, state and federal regulations applicable to this project.
8. 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 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.
9. 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.
10. **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.
11. **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.
12. **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.**
13. **Deposit Account.** A trust deposit account shall be established for all deposits and fees required pursuant to the Conditions of Approval. 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.

14. **Indemnification.** The applicant, for itself and its successors in interest (“Indemnitors”), agrees to defend, indemnify and hold harmless the City of Carson, its agents, officers, or and employees (“Indemnitees”) from and against any and all claims, liabilities, damages, losses, costs, fees, penalties, actions, or proceedings (collectively, “Claims”) against Indemnitees to attack, set aside, void or annul any of the project entitlements or approvals that are the subject of these conditions, and any Claims against Indemnitees which are in any way related to any damage or harm to person or property, real or personal, arising from Indemnitors’ operations or any of the project entitlements or approvals that are the subject of these conditions. The City will promptly notify Indemnitors of any such claim, action, or proceeding against the City, and Indemnitors 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 Indemnitors’ 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. Indemnitors 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 Indemnitors fail to provide or maintain the deposit, the City may abandon the action and Indemnitors shall pay all costs resulting therefrom and the City shall have no liability to Indemnitors.
15. 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.

SPECIAL CONDITIONS

16. **The proposed development is 175 total units consisting of 95 three-story townhome units (row) and 80 three-story stacked flat units (Level). The developer may revise the types of units (unit mix), up to 130 townhomes (row) within the project so long as the overall unit count, and site circulation, which will be in substantial conformance with this approval, subject to approval by the Community Development Director.**
17. **Developer has requested to have the option of accelerating the installation of a traffic signal at the intersection of S. Central Avenue and Aspen Hill Road (the “Off-Site Improvement”), which option would allow the Off-Site Improvement to proceed in conjunction with the Project with the Developer in conjunction, with the developer receiving a dollar for dollar credit against those fees identified in COA #2.**
18. **The developer, the applicant and/or successor to whom these project entitlements are assigned, shall execute and assume, a reimbursement**

agreement form of proof by City Council consistent with which will be in substantially similar to the agreement in its current form, attached reimbursement agreement attached hereto as Exhibit "C to the resolution to which these Conditions of Approval are attached as Exhibit "B."

19. If the developer, the applicant and/or successor to whom these project entitlements are assigned, exercises the option to build the off-site improvement such construction shall be completed as a condition of the issuance of the first building permit.

AESTHETICS

20. There shall be no deviation of architectural design or details or **building footprint** from the approved set of plans. Any alteration shall be first approved by the Planning Division. Down spouts shall be interior to the structure or architecturally integrated into the structure to the satisfaction of the Planning Division.
21. Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division.
22. Prior to Issuance of Building Permit, the specification of all colors and materials must be submitted and approved by the Planning Division.
23. Enclosed patios should have locked security gates owned and maintained by the HOA and property owner.

CONDOMINIUMS

24. 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.
25. The project shall conform to all the development standards as outlined in Section 9305 of the Zoning Ordinance, unless otherwise provided for in this approval.
26. The Declaration of Covenants, Conditions and Restrictions ("CC&R's") 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. 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 final map (condominiums).
27. All ground-mounted equipment including air conditioners and transformers shall be screened from public view.

28. The CC&Rs shall include language that prohibits the Homeowners Association (HOA) from ceasing professional property management without obtaining City of Carson City Council approval.

Prior to occupancy of any unit

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

ENVIRONMENTAL

30. 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 Victoria Greens Mitigated Negative Declaration dated June 2019, and any applicable Mitigation Measures from the Dominguez Hills Village Specific Plan Environmental Impact Report (EIR) adopted in 1996. The following mitigation measures for the Victoria Greens Mitigated Negative Declaration dated June 2019 have been incorporated here by reference hereto:

Mitigation Measure No.	Mitigation Measure/Project Design Feature
<i>Air Quality</i>	
MM-AQ-1	<p>To reduce the potential for health risks as a result of construction of the project, the applicant shall:</p> <ul style="list-style-type: none"> • Prior to the start of construction activities, the project applicant, or its designee, shall ensure that all 75 horsepower or greater diesel-powered equipment are powered with California Air Resources Board certified Tier 4 Interim engines, except where the project applicant establishes to the satisfaction of the City that Tier 4 Interim equipment is not available. <u>In the case where the applicant is unable to secure a piece of equipment that meets the Tier 4 Interim requirement, the applicant may upgrade another piece of equipment to compensate (from Tier 4 Interim to Tier 4 Final). Engine Tier requirements in accordance with this measure shall be incorporated on all construction plans.</u> • All other diesel-powered construction equipment will be classified as Tier 3 or higher, at a minimum, except where the project applicant establishes to the satisfaction of the City that Tier 3 equipment is not available.
MM-AQ-2	<p>The project applicant or its successor shall install high-efficiency return air filters on all heating, ventilation, and air conditioning (HVAC) systems serving any residential unit located at the project site. The air filtration system shall reduce at least 80% of particulate matter emissions, such as can be achieved with a Minimum Efficiency Reporting Value 13 (MERV 13) air filtration system installed on return vents in residential units. The Homeowners Association property management for these multifamily residential receptors shall maintain the air filtration system on any HVAC system installed for the specified residential units in accordance with the manufacturer's recommendations for the duration of the project.</p>
<i>Cultural Resources</i>	

Mitigation Measure No.	Mitigation Measure/Project Design Feature
MM-CUL-1	If archaeological resources (sites, features, or artifacts) are exposed during construction activities for the project, all construction work occurring within 100 feet of the find shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Depending on the significance of the find under the California Environmental Quality Act (CEQA) (14 California Code of Regulations Section 15064.5[f]; California Public Resources Code Section 21082), the archaeologist may simply record the find and allow work to continue. If the discovery proves significant under CEQA, additional work, such as preparation of an archaeological treatment plan and data recovery, may be warranted.
MM-CUL-2	In the event that paleontological resources (fossil remains) are exposed during construction activities for the project, all construction work occurring within 50 feet of the find shall immediately stop until a Qualified Paleontologist, as defined by the Society of Vertebrate Paleontology's 2010 guidelines, can assess the nature and importance of the find. Depending on the significance of the find, the Qualified Paleontologist may record the find and allow work to continue, or may recommend salvage and recovery of the resource. All recommendations will be made in accordance with the Society of Vertebrate Paleontology's 2010 guidelines, and shall be subject to review and approval by the City of Carson. Work in the area of the find may only resume upon approval of a Qualified Paleontologist.
<i>Hazards and Hazardous Materials</i>	
MM-HAZ-1	Prior to, during, and following construction of the project, specified programs and actions recommended in the Remedial Action Plan (RAP) and approved by the Regional Water Quality Control Board (RWQCB) shall be implemented in accordance with the RAP. Any potential variation to the RAP's recommendations shall be discussed with and approved by the RWQCB prior to implementation. Evidence of compliance with the RAP shall be provided in a timely manner to the City of Carson and available to review in the project file.
MM-HAZ-2	Before issuance of a grading permit, a licensed contractor shall prepare a Hazardous Materials Contingency Plan (HMCP) and submit the plan to the City of Carson. The purpose of the HMCP is to protect on-site construction workers and off-site receptors in the vicinity of the construction site. The HMCP shall describe the practices and procedures to be implemented to protect worker health in the event of an accidental release of hazardous materials, or if previously undiscovered hazardous materials are encountered during construction. The HMCP shall include items such as spill prevention, cleanup, and evacuation procedures. The HMCP shall help protect the public and workers by providing procedures and contingencies to help reduce exposure to hazardous materials.
<i>Noise</i>	
MM-NOI-1	<p>Noise levels at the proposed swimming pool exterior use area exposed to noise levels in excess of 65 community noise equivalent level (CNEL) shall be reduced to 65 CNEL. Noise reduction for on-site exterior use area noise impacts shall be accomplished through on-site noise barriers (walls).</p> <p>The project's proposed wall west of the swimming pool recreation area shall be constructed as a noise barrier with a height of at least 6-feet. Any additional height above the 6-foot level does not require noise attenuation features.</p> <p>The sound attenuation fence or wall must be solid. It can be constructed of masonry, wood, plastic, fiberglass, steel, or a combination of those materials, as long as there are no cracks or gaps, through or below the wall. Any seams or cracks must be filled or caulked. If wood is used, it can be tongue and groove and must be at least 1-inch total thickness or have a density of at least 3.5 pounds per square foot. Where architectural or aesthetic factors allow, glass or clear plastic ¾ of an inch thick or thicker may be used on the upper portion, if it is desirable to preserve a view. Sheet metal of 18 gauge (minimum) may be used, if it meets the other criteria and is properly</p>

Mitigation Measure No.	Mitigation Measure/Project Design Feature
	supported and stiffened so that it does not rattle or create noise itself from vibration or wind. Any door(s) or gate(s) must be designed with overlapping closures on the bottom and sides and meet the minimum specifications of the wall materials described above. The gate(s) may be of 1-inch thick or better wood, solid-sheet metal of at least 18-gauge metal, or an exterior-grade solid-core steel door with prefabricated doorjamb.
MM-NOI-2	<p>Interior noise levels within the project's dwelling units shall not exceed 45 community noise equivalent level (CNEL). Once specific building plan information is available, additional exterior-to-interior acoustical analysis shall be conducted for the residences facing both S. Central Avenue and E. Victoria Street where exterior noise levels are expected to exceed 60 CNEL to demonstrate that interior levels will not exceed 45 CNEL. The information in the analysis shall include wall heights and lengths, room volumes, window and door tables typical for a building plan, as well as information on any other openings in the building shell. With this specific building plan information, the analysis shall determine the predicted interior noise levels at the planned on-site buildings. If predicted noise levels are found to be in excess of 45 CNEL, the report shall identify architectural materials or techniques that could be included to reduce noise levels to 45 CNEL in habitable rooms. Standard measures such as glazing with Sound Transmission Class (STC) ratings from a STC 22 to STC 60, as well as walls with appropriate STC ratings (34 to 60), should be considered.</p> <p>In addition, appropriate means of air circulation and provision of fresh air shall be provided to allow windows to remain closed for extended intervals of time so that acceptable interior noise levels can be maintained. The mechanical ventilation system shall meet the criteria of the International Building Code (Chapter 12, Section 1203.3 of the 2001 California Building Code).</p>
MM-NOI-3	The construction contractor shall not operate a vibratory roller, or equipment with the potential to result in an equivalent level of vibration that exceeds 0.01 inches/second over the frequency range of 1 to 100 hertz, or within 50 feet of the daycare facility north of the project site.
MM-NOI-4	Temporary sound barriers or sound blankets shall be installed between construction operations and adjacent noise-sensitive receptors. Due to equipment exhaust pipes being approximately 7 to 8 feet above ground, a sound wall at least 10 feet in height above grade shall be located along the northern property line between the project and neighboring daycare facility, from S. Central Avenue east along the unnamed driveway between the site and daycare for approximately 180 feet. To reduce noise levels effectively, the sound barrier should be constructed of a material with a minimum weight of 2pounds per square foot with no gaps or perforations, and shall remain in place until the conclusion of demolition, grading, and construction activities.

31. Prior to Certificate of Occupancy, the project shall demonstrate compliance with all applicable mitigation measures in the Mitigation Monitoring and Reporting Program for Victoria Greens dated June 2019. A final mitigation monitoring matrix/spreadsheet shall be submitted to the City.
32. Developer must comply with all requirements of approved Remedial Action Plan (RAP) approved by the Los Angeles RWQCB on April 23, 2019.

Los Angeles Regional Water Quality Control Board (Regional Board)

The Regional Board has approved (approval letter dated April 23, 2019) the proposed remedial action plan and its addendum for the Site's redevelopment with the following conditions, which are hereby made a part of these Conditions of Approval:

33. By May 31, 2019, provide additional soil assessment data to complete a vertical delineation of residual soil impact with arsenic and total petroleum hydrocarbons at the proposed excavation areas HA-20 and HA-22.
34. Submit a confirmation soil sampling plan for each excavation area for the Regional Board staff concurrence on the number and location of the confirmation soil samples as proposed in the remedial action plan addendum prior to filling each excavation area with clean import soil.
35. All work shall be completed under the direction of a California registered professional geologist, registered certified specialty geologist, or registered civil engineer.
36. For each soil excavation area, submit a separate report for our review within 14 days after completion of soil excavation including the following items:
 - a) Results of soil confirmation sampling and the field screening;
 - b) Volume of excavated soil;
 - c) A map showing the excavation area (both vertical and lateral extent) and confirmation soil sample locations; and
 - d) Manifests for soil disposal
37. Within 45 days after completion of all soil remediation and grading activities, a technical report documenting the procedures, field observations and analytical results must be submitted to the Regional Board.
38. Include a perjury statement in all reports submitted to the Regional Board pursuant to the above. The perjury statement shall be signed by a senior authorized Integral Partners Funding, LLC representative (and not by a consultant). The statement shall be in the following format:

“I, [NAME], do hereby declare, under penalty of perjury under the laws of State of California, that I am [JOB TITLE] for Integral Partners Funding, LLC, that I am authorized to attest to the veracity of the information contained in [NAME AND DATE OF REPORT] is true and correct, and that this declaration was executed at [PLACE], [STATE], on [DATE].”

LANDSCAPE/IRRIGATION

39. Install additional screening on and near proposed CMU block walls with vines and fastgrowing landscape prior to issuance of certificate of occupancy.
40. Provide pilasters with decorative material (i.e. stone) every 8-10 feet along the perimeter proposed CMU block walls.
41. A final landscape plan should be submitted Planning Division for approved prior to issuance of building permit.
42. Comply with the provisions of the State Model Water Efficiency Landscaping Ordinance.

43. 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.
44. 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.
45. Installation, maintenance, and repair of all landscaping shall be the responsibility of the property owner.
46. The proposed irrigation system shall include best water conservation practices.
47. The applicant shall submit two sets of landscaping and irrigation plans drawn, stamped, and signed by a licensed landscape architect. Three sets of landscape and irrigation drawings of the entire project site must be submitted to the Building Department with conjunction plans. Four sets are required for projects with recycled water. The plans shall be approved by the Planning Manager prior to the issuance of building permits. (Planning)
48. Water conservation is a high priority in the City of Carson. Landscapes shall be designed to use water efficiently without waste to the lowest practical amount and comply with the State Model Water Efficient Landscape Ordinance. Sources for low water plants are WUCOLS, "Water Use Classification of Landscape Species" <http://www.owue.water.ca.gov/docs/wucols00.pdf> and "Landscape Plants for Western Regions" by Bob Perry.
49. Projects shall comply with AB 325, the State Model Water Efficient Landscape Ordinance. Maximum Applied Water Allowance, MAWA, and Estimated Applied Water Use shall be calculated and submitted on all landscape construction documents.
50. The landscape plan shall also comply with applicable landscape provisions of this Specific Plan.
51. Maintenance shall be permanently provided for all areas, including parkways and determined setbacks, not designated for paving, sidewalk, or building. Identify who is responsible for continued maintenance; HOA, LMD or property owner. Irrigation system shall function properly and landscaping maintained in a healthy condition.
52. Irrigation systems shall be designed to be water efficient with like plant material grouped together and proper solar orientation. Turf shall be on a separate valve from shrub areas. Landscape areas in the shade (north or east sides of building) shall be controlled separately from areas in the sun (south or west).
53. For on-site landscaping, a separate irrigation service shall be required.

54. Irrigation systems shall be constantly maintained to eliminate wastewater due to loss of heads, broken pipes or misadjusted nozzles.
55. Show corner sight line distances on the landscape plan per Engineering Department Standard Drawing.
56. The following minimum tree planting setbacks shall be maintained:
 - 25' from beginning of curb returns at street intersections
 - 10' from light standards, power poles and fire hydrants
 - 7' from water and sewer lines
 - 5' from sidewalks (except in parkways), driveways, and buildings
57. Street trees shall be installed and be 24" box for all new residential tracts, commercial, and industrial projects in Carson. Replacement of street trees in established residential areas may be fifteen (15) gallon. Provide one (1) tree for twenty five to thirty feet (25'-30') of linear property frontage.
58. Tree wells shall be 4 feet wide by 6 feet long as space allows. Iron tree grates shall be Starburst by Ironsmith or approved equal with 3/8" max slots openings per ADA guidelines. Decomposed granite (DG) may also be used in tree wells.
59. Linear root barriers if proposed shall be 12" deep maximum for trees planted within 5' of paving. Root barriers shall not surround any tree but shall run parallel to paving. (Planning)
60. Shrubs shall be five (5) gallon container size minimum and are to be spaced 2/3 of mature size. One (1) gallon containers may be used for perennials and groundcovers.
61. Shredded mulch within planter areas is required at a depth of 3" for shrubs and 1" for groundcover. Shredded bark with a tackifier shall be used on 3:1 slopes or greater, not wood chips. Soil shall not be visible. Keep mulch 3" clear of plant stem, 6" of trees. (Planning)
62. Groundcovers from flats shall be spaced at 10" on center. Low groundcovers shall not exceed an 18" width in front of larger shrubs. One (1) gallon containers shall be used for larger groundcover areas. Perennials or annual color shall be spaced at 8". (Planning)
63. Weeds shall be removed before 2 inches high or weed seeds develop. Note on plans for a pre-emergent to be applied before the mulch layer is installed to prevent weeds.

LIGHTING

64. All exterior lighting shall be provided in compliance with the standards pursuant to Section 9127.1 of the Zoning Ordinance.

65. 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

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

TRASH

67. Trash collection shall comply with the requirements of the City's trash collection company.
68. 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

69. 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.
70. 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.
71. 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.
72. 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.

Subdivision/Tentative Map

73. The life (term) of this vesting tentative tract map (VTTM) No. 78226 and any extensions of that life shall be that and those set forth in the Subdivision Map Act and any amendments thereto.
74. Should the VTTM be challenged in court, the provisions of Government Code Section 66452.6(c) shall apply.
75. Developer/Subdivider has the right to employ multiple (phased) final maps.
76. **Building permits for model homes may be issued prior to final map recordation, at Developer's risk.**

CITY OF CARSON, PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION

General Conditions

77. 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.
78. 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.
79. A construction permit is required for any work to be done in the public right-of-way.
80. Proof of Worker's Compensation and Liability Insurance shall be submitted to the city prior to issuance of permit by Engineering Division.
81. 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.
82. CC&R's shall address drainage responsibilities.
83. Private easement will 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 County Recorder. If easements are granted after the date of tentative map approval, a subordination must be executed by the easement holder prior to the filing of the Final Map.
84. Prior to recordation of **final map**, quitclaim or relocate any easements interfering with building locations to the satisfaction of the City, appropriate agency or entity.
85. Prior to tentative map approval, a soils report, sewer area study, drainage concept, hydrology study and stormwater quality plan shall be reviewed and approved. Tentative map approval will not be granted until the required soils, sewer, drainage concept, hydrology study and stormwater information have been received and found satisfactory.
 - a) Comply with mitigation measures recommended in the approved soils, sewer area study, drainage concept, hydrology study and stormwater quality plan.
86. Prior to tentative map approval, The Developer shall submit a sewer area study to the Los Angeles County Department of Public Works (LACDPW) to determine if capacity is adequate in the sewerage system to be used as the outlet for the sewer of this development. If the system is found to have insufficient capacity, the problem must be addressed and resolved to the satisfaction of the L.A. County Sewer Department.
87. 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.
88. Drainage/Grading plan prepared by a registered Civil Engineer, to the satisfaction by the Los Angeles County Department of Public Works.

89. The Developer shall comply with applicable LID requirements (Carson Municipal Code 5809) and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations to the satisfaction of Building and Safety.
90. 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.
91. A final map subdivision guarantee will be required at the time of the filing of the Final Map with the County Recorder/County Clerk's Office.
92. ***Prior to Issuance of Building Permit*** Final Map shall be recorded.
93. Additional Right-of-Way may be required beyond the existing right-of-way line. Dedicate additional right-of-way directly abutting the development along Central Avenue to accommodate 100-ft of ultimate right of way (such obligation excludes the property adjacent to Central owned by another land owner), pursuant to CMC Section 9161.3. Developer shall prepare legal description for required dedication, for review and approval of the City Engineer and Recordation with County Recorder's Office. All documents shall be approved and ready for recordation prior to issuance of Building Permits.
94. 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 the Conditions of Approval (as approved pursuant to adoption of the Resolution to which the Conditions of Approval are attached as Exhibit "B") shall be attached to the plans when submitted.
 - a) Street Improvements along Central Ave and along Victoria Street.
 - b) Sewer Main Improvements (if any) along Central Ave and along Victoria Street as determined by the aforementioned sewer area study.
 - c) Storm Drain Improvements (if any) along Central Ave and along Victoria Street as determined by the aforementioned requirement.
95. 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.
96. The Developer has the option to make a cash payment to the City of Carson in lieu of constructing the following Improvements, pursuant to the [2018 Uniform Comprehensive Schedule of Fees](#):
 - a) Raised Landscaped Median
97. All existing overhead utility lines 12 kilovolts and less along Central Ave shall be underground, pursuant to CMC Section 9161.4, 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 of One Hundred Sixty-six Thousand, Five Hundred Dollars (\$166,500.00). 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

98. 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.
99. The Developer shall execute and provide to the City Engineer, a written statement from the water purveyor indicating that the water system will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building.
 - a) Comply with mitigation measures recommended by the water purveyor.
100. 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.
101. Repair any broken or raised/sagged sidewalk, curb and gutter within the public right of way along Central Ave and along Victoria Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
102. **Install extended sidewalk (eg "Bulbouts") along Central Ave abutting this proposed development including the property not a part of this development per City of Carson PW Standard Drawings and/or to the satisfaction of the City Engineer. New curb shall be 31 feet from the centerline of Central Avenue.**
103. Fill in any missing sidewalk within the public right of way along Central Ave and along Victoria Street abutting the development.
104. Remove and replace any broken/damaged driveway approach within the public right of way along Central Ave and along Victoria Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
105. Remove unused driveway approach if any, within the public right of way along Central Ave and along Victoria Street abutting this proposed development and replace it with full height curb and gutter and sidewalk per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
106. The Developer shall modify existing driveways within the public right of way along Central Ave and along Victoria 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.

107. The developer shall construct new driveway approaches per City of Carson PW Standard Drawings and in compliance with the ADA requirements. The Developer shall protect or relocate any facilities to accommodate the proposed driveway approach.
108. Modify existing wheelchair ramp at the corner of Central Ave and Victoria Street per City of Carson PW Standard Drawings, in compliance with ADA requirements. Dedicate additional road right of way for corner cut-off to accommodate standard curb ramp.
109. **The developer shall install bus shelters on Central Avenue abutting the property frontage. Bus shelters shall be procured and furnished by the City of Carson.**
110. Plant approved parkway trees on locations where trees in the public right of way along Central Ave and along Victoria Street abutting this proposed development are missing per City of Carson PW Standard Drawings Nos. 117, 132, 133 and 134.
111. Install irrigation system for the purpose of maintaining the parkway trees to be planted within the public right of way along Central Ave and along Victoria Street abutting this proposed development.
112. Install existing raised landscaped median along the Central Ave and along Victoria Street to the satisfaction of the City Engineer.
113. All new utility lines, servicing the proposed development shall be underground to the satisfaction of the City Engineer.
114. 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.
115. Install striping and pavement legend per City of Carson PW Standard Drawings.
116. Paint Curbs Red along Central Ave and along Victoria Street within or abutting this proposed development. Plans showing the proposed red curbs shall be submitted to the Traffic Engineer for review and approval.
117. 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.
118. Streets abutting the development shall be slurry sealed from curb-to-curb or from median-to-curb when medians are existing 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)

119. 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.

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

Prior to Issuance of Building Permit

120. Per City of Carson Municipal Code Section 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.
121. Developer shall provide a copy of an approved SWPPP stamped by Los Angeles County Building and Safety Division along with WDID number.
122. 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.
123. 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.
124. Developer shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.

Prior to Issuance of Certificate of Occupancy

125. 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.
126. In addition, an exhibit shall be attached to identify the location and maintenance information for any structural and/or treatment control device installed.
127. Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk.
128. Developer shall complete, and return the BMP Reporting Template excel sheet and return to City of Carson Engineering Services Division via e-mail to JGonzale@carson.ca.us.
129. RECORDATION is the responsibility of the Developer. Provide a copy of the recorded covenant agreement to City Engineer

130. Inspection will be conducted once yearly after all Post Construction Best Management Practices (BMP) are constructed.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Developer shall comply with LA County Department of Public Works Land Development Unit (LA County DPW LDU) draft letter dated June 17, 2019, providing recommended final conditions for final map approval. The final letter will be issued with Director of LA County DPW LDU signature prior to the City Council public hearing.

Drainage Conditions of Approval

131. Comply with the hydrology study approved on May 08, 2019, or any later approved revisions to the satisfaction of the City.
132. Comply with the water quality requirements to the satisfaction of the City.

Grading Conditions of Approval

133. Submit a grading plan for approval. Also, acknowledgement and/or approval from all easement holders may be required.
134. Prior to the approval of the grading plan:
- a) An approved Best Management Practice (BMP) system is required. The BMP system currently proposed in the hydrology report is not necessarily approved and shall be subject to final engineering review. If the BMP system is found to not meet, satisfy, or conform to the City's standards or requirements, then the applicant is responsible for proposing alternate methods in accordance with the Low Impact Development (LID) requirements. If alternate methods substantially changed the project to which the project may no longer be deemed to conform with the original tentative map approval or conditions, the applicant is responsible for processing any required amendments or revisions to the tentative map and any related engineering reports to attain substantial conformity.
 - b) Obtain the necessary permit from State of California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) for the adjustment of well casing in compliance with Title 14, Section 1723.5 of the California Code of Regulations. The applicant is responsible for any unforeseen changes to the tentative map due to work related to the oil wells.
 - c) Provide approval of the grading plan by Public Works, Geotechnical & Materials Engineering Division (GMED).
 - d) Provide proof of completion of the soil remediation operation and the complete termination, or variance permitting residential use, of the Covenant and Environmental Restriction recorded on the lot on 7/11/2008 as instrument number 20081238354.
 - a) The above condition has to be complied with prior to the **(general) site grading plan approval.**

- b) Provide proof that the Water Quality Control Board considers the developer has satisfactorily complied with the attached Remedial Action Plan Conditions of approval.
- 2) Provide approval of any permits and/or letters of non-jurisdiction from all state and federal agencies, as applicable. These agencies may include the State of California Regional Water Quality Control Board, and the State of California Department of Fish and Wildlife.

Road Conditions of Approval

135. Dedicate additional road right of way for corner cut-off to accommodate standard curb ramp at the intersection of Central Avenue and Victoria Street to the satisfaction of the City.
136. Remove all structures, fences, and/or private improvements from the dedicated, or to be dedicated, right of way to the satisfaction of the City.
137. Reconstruct curb, gutter, sidewalk, transition pavement on base along the property frontage on Central Avenue in accordance with Typical Sections shown on the approved tentative map and to the satisfaction of the City. New curb shall be 31 feet from the centerline of Central Avenue.
138. Construct a sidewalk to connect the project frontage on Central Avenue to the satisfaction of the City.
139. Reconstruct a curb return (35-foot radius) and a standard curb ramp at the corner of Central Avenue and Victoria Street to the satisfaction of the City. The curb ramp shall be per Caltrans Revised Standard Plan A88A or to the satisfaction of the City. Relocate all affected utilities including, but not limited to, traffic signal poles.
140. Construct new driveways along the property frontages on Central Avenue and Victoria Street to the satisfaction of the City. The location of the key pad and entry gate on Central Avenue shall accommodate adequate stacking distance at final engineering and to the satisfaction of the City.
141. Close the unused driveways along the property frontages on Central Avenue and Victoria Street to the satisfaction of the City.
142. Repair existing broken curbs and cracked and lifted sidewalk along the property frontages on Central Avenue and Victoria Street to the satisfaction of the City.
143. Repair or replace any improvements damaged during construction along the property frontages on Central Avenue and Victoria Street to the satisfaction of the City.
144. Plant street trees with irrigation provided along the property frontages on Central Avenue and Victoria Street to the satisfaction of the City.
145. Submit a Detailed Signing and Striping Plan to the City for review and approval.

146. Underground all new utilities to the satisfaction of the City.
147. Comply with the street lighting requirements as stipulated in the enclosed letter dated March 29, 2018, from Public Works, Traffic Safety and Mobility Division, Street Lighting Section and/or City's street lighting requirements.
148. Prior to final map approval, Developer shall 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.
149. Comply with any and all of the City's road conditions.

Sewer Water Conditions of Approval

150. The subdivider shall install and dedicate sewer main lines and a separate house lateral to serve each building in the land division to the satisfaction of the City or post a bond in place with the City.
151. The sewer area study for this proposed land division (PC18-7AS CRSN), approved on June 11, 2019, remains valid for two years from the date of approval. After this period, the applicant shall request the City to re-validate the existing approved sewer area study. Any modifications to the approved tentative map may invalidate this sewer area study. If warranted by Public Works or the City, an approved update of the area study shall be required.
152. Off-site sewer improvements are required to connect to the existing sewer system.
153. Provide a minimum 10-foot sewer easement on the private driveway and fire lane to the satisfaction of Public Works and the City.
154. Ingress and egress easements are required. Final easement locations and easement requirements are subject to Public Works' and City's review and approval.

Water Conditions of Approval

155. A water system, maintained by the water purveyor with appurtenant facilities to serve all buildings in the land division, must be provided. The system shall include fire hydrants of the type and location (both on-site and off-site) as determined by the Fire Department. The water mains shall be sized to accommodate the total domestic and fire flows.
156. The Will Serve letter issued by California Water Service will expire on May 3, 2020. It is the applicant's sole responsibility to renew the aforementioned Will Serve letter in a timely manner (if necessary) and prior to public hearing. Failure to do so may cause delays in project approval.
157. Prior to obtaining the building permit from Public Works, Building and Safety office, submit landscape and irrigation plans for each multi-family lot in the land division with a landscape area greater than 500 square feet in accordance with the Water Efficient Landscape Ordinance.

Subdivision Conditions of Approval

158. Place a note on the final map, to the satisfaction of the City, indicating that this map is approved as a residential condominium development for 28 lots consisting of 175 condominium units.
159. Details and notes shown on the tentative map are not necessarily approved. Any details or notes, which may be inconsistent with requirements of ordinances, general conditions of approval, or the City's policies, must be specifically approved in other conditions or ordinance requirements and are to be modified to those shown on the tentative map upon approval by the City.
160. If applicable, relocate or quitclaim any easements interfering with building locations to the satisfaction of the City Engineer.
161. If unit filing occurs, reserve reciprocal easements for drainage, ingress/egress, utilities, and maintenance purposes, in documents over the "private driveways and fire lanes" and delineate on the final map to the satisfaction of the City.
162. The boundaries of the unit final maps shall be designed to the satisfaction of the City.
163. The first unit of this subdivision shall be filed as Tract No. 78226-01; the second unit, Tract No. 78226-02, and so forth (or a modified unit map recording sequence approved by the City); and the last unit, Tract No. 78226.
164. The street frontage requirement for Lots 4 through 12, 14 through 23, and 30 needs to be waived by the City.
165. 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 and the Fire Department.
166. If required by the City, provide reciprocal easements through a separate recorded document for drainage, ingress/egress, sewer, water, utilities, and maintenance purposes over the common driveways to the satisfaction of the City Engineer.
167. If required by the City, 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 lots and/or units and those responsible for the maintenance of the common areas.
168. Provide addressing information in Microsoft Excel format to the satisfaction of the City.
169. 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.

170. A final guarantee will be required at the time of the filing of the final map with the Registrar-Recorder/County Clerk's office.
171. 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 Los Angeles County Public Works to defray the cost of verifying conditions of approval for the purpose of issuing final map clearances.

Streetlighting Section

172. Provide streetlights on concrete poles with underground wiring along the property frontage on Victoria Street to the satisfaction of Department of Public Works or as modified by Department of Public Works. **Submit street lighting plans along with existing and/or proposed underground utilities plans to Traffic and Lighting Division, Street Lighting Section, for processing and approval.**

LOS ANGELES COUNTY FIRE DEPARTMENT, FIRE PREVENTION DIVISION

The Fire Department has recommended approval (approval letter dated November 14, 2018) with the following conditions of approval:

Prior to clearance of the Final Map for recordation

173. Submit 3 copies of the Final Map to the County of Los Angeles Fire Department Fire Prevention Land Development Unit (LDU) for review and approval.
174. Provide *proof of financial obligation or proof of installation* for the installation the required fire hydrants.
175. Provide proof of payment for the County of Los Angeles Fire Department Fire Prevention LDU Final Map review fees.

Access Requirements

176. Every building constructed shall be accessible to Fire Department apparatus by way of access roadways, with an all-weather surface of not less than the prescribed width. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building.
177. Access as noted on Tentative Map and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires all weather access.
178. Multiple residential and commercial 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.

179. The method of gate control shall be subject to reviewed by the Fire Department prior to clearance to proceed to public hearing. All gates, to control vehicular access shall be in compliance with the following:
- a) The keypad location shall be located a minimum of 50 feet from the public right-of-way.
 - b) Provide a minimum 32 foot turning radius beyond the keypad, prior to the gate entrance at a minimum width of 20' for turnaround purposes.
 - c) The gated entrance design with a single access point (ingress and egress) shall provide for a minimum width of 20 feet, clear —to-sky, with all gate hardware is clear of the access way.
 - d) Where Fire Apparatus Access Road consists of a divided roadway, the gate width shall be no less than 20 feet tar commercial/industrial uses.
 - e) Each side of the roadway shall be clear-to-sky.
 - f) Construction of gates shall be materials that allow manual operations by one person.
Gates shall be of the swinging or sliding type.
 - g) The security gate shall be provided with an approved means of emergency operation, and shall be maintained operational at all times and replaced or repaired when defective.
 - h) Electric gate operators, where provided, shall be listed in accordance with UL 325
 - i) Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements at ASTM F2200.

All locking devices shall comply with the County of Los Angeles Fire Department Regulation 5, Compliance for Installation of Emergency Access Devices.

Fire Code Sections 503.5; 503.5.1; 503.2; 503.3.6; Appendix D103.7

180. Buildings and facilities: Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extent to within 150 feet (45 720 mm) of all portions of the facility and 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 or facility. 2016 County of Los Angeles Fire Code Section 503 Section 503.1.1.
181. Approved Automatic Sprinkler Systems in new buildings and structures shall be provided in locations described in Sections 9032.1 through 903.2.12 of the County of Los Angeles Fire Code.
182. All proposed structures shall be equipped with automatic fire sprinkler systems that are designed and maintained in accordance with NFPA 13.
183. 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
184. All on-site Fire Department vehicular access roads shall be labeled as "Private Driveway and Fire Lane" on the site plan/exhibit, tentative map and Final Map 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.

185. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction, Fire Code 501.4.
186. 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.
187. The Fire Apparatus Access Roads and designated fire lanes shall be measured from flow line to flow line.
188. Maintain 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.
189. Fire Apparatus Access Roads shall be designed and maintained to support the imposed load of fire apparatus weighing 37 ½ tons and shall be surfaced so as to provide all-weather driving capabilities. Fire apparatus access roads having a grade of 10 percent or greater shall have a paved or concrete surface. Fire Code 503.2.3
190. 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
191. 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
192. Fire Apparatus Access Roads shall not be obstructed in any manner, including the parking of vehicles, or the use of traffic calming devices, including but not limited to, speed bumps or speed humps. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times. Fire Code 503.4

Water Systems Requirements

193. Install 2 new public fire hydrants as indicated on the Tentative Map-CUP submittal. All required public fire hydrants shall be installed, tested and accepted prior to beginning construction. Fire Code 501 A

Water improvement plans for the required public fire hydrants shall be submitted through the local water purveyor for review and approval, Submit 3 copies of the water improvement plans.

194. Install 6 new public fire hydrants as indicated on the Tentative Map-CUP submittal. On-site water improvement plans shall be submitted to the County of Los Angeles Fire Department Fire Prevention Engineering Section Sprinkler Plan Check Unit for review and approval.
195. For all occupancies other than one and two -family dwellings, and Group R-3 buildings, including commercial, industrial, multi-family dwellings, private schools, and institutions, fire hydrant spacing shall be 300 feet (91.44m). No portion of lot frontage shall be more than 200 feet (60.96m) from, via vehicular access, a public hydrant. No portion of a building shall be more than 400 feet (121.92m) from, via vehicular access, a properly spaced public hydrant.

Additional water system requirements may be required upon review of the completed Fire Flow form # 196, and/or when this land is further subdivided and/or during the building permit process.

196. All fire hydrants shall measure 6"x 4x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal, and shall be installed in accordance with the County of Los Angeles Fire Department Code.
197. The required fire flow for the public fire hydrants for this project is 2,125 gpm at 20 psi residual pressure for 2 hours. 2 public fire hydrant(s) flowing simultaneously may be used to achieve the required fire flow. Fire Code 507.3 & Appendix B105.1.
198. The required fire flow for the on-site private fire hydrants for this project is 2,125 gpm at 20 psi residual pressure for 2 hours. 2 on-site fire hydrant(s) flowing simultaneously may be used to achieve the required fire flow.
199. All required public fire hydrants shall be installed, tested and accepted prior to beginning construction. Fire Code 501.4
200. All required private on-site fire hydrants shall be installed, tested and approved prior to building occupancy. Fire Code 901.5.1
 - a) Plans showing underground piping for private on-site fire hydrants shall be submitted to the Sprinkler Plan Check Unit for review and approval prior to installation. Fire Code 901.2 & County of Los Angeles Fire Department Regulation 7
201. All on-site fire hydrants shall be installed a minimum of 25 feet from a structure or protected by a two (2) hour rated firewall. Exception: For fully sprinkled multi- family structures, on-site hydrants may be installed a minimum of 10 feet from the

- structure. Indicate compliance prior to project proceeding to the public hearing process. Fire Code Appendix C106.1
- 202. An approved automatic fire sprinkler system is required for the proposed buildings within this development. Submit design plans to the Fire Department Sprinkler Plan Check Unit for review and approval prior to installation.
- 203. Submit a minimum of three (3) copies of the water plans indicating the new fire hydrant locations to the Fire Department's Land Development Unit for review. The required public fire hydrants shall be installed by the local water purveyor that serves the proposed development. Upon completion verification of fire flow and installation shall be submitted to the County of Los Angeles Fire Department for review and clearance.
- 204. An approved automatic fire sprinkler system is required for the proposed buildings within this development. Submit design plans to the Fire Department Sprinkler Plan Check Unit for review and approval prior to installation.

Verification for compliance will be performed during the architectural plan review prior to building permit issuance.

EXHIBIT C – REIMBURSEMENT AGREEMENT

FEE CREDIT / REIMBURSEMENT AGREEMENT
(Victoria Greens Project)

THIS FEE CREDIT / REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into as of this __ day of _____, 2019 (“**Reference Date**”) by and between the City of Carson, a California charter municipal corporation (“**City**”), and The Carson Project Owner, LLC, a Delaware limited liability company corporation (“**Developer**”). City and Developer are sometimes hereinafter referred to individually as “party” and collectively as “parties”.

RECITALS

A. Developer has an equitable interest in certain real property consisting of approximately 8 acres in the City located at the northeast corner of Victoria Street and Central Avenue in the City of Carson, Assessor’s Parcel Numbers 7319-003-104; 105 and 106, legally described in Exhibit A attached hereto and incorporated herein (the “**Property**”). The Property is zoned Housing Type D within the Dominguez Hills Village Specific Plan. The General Plan land use designation for the site is Mixed Use.

B. Developer proposes to develop a 175-unit multifamily residential community consisting of 95 three-story row townhome units and 80 three-story stacked flat units, a recreation center, a dog park, and a linear park contained in a secured gated community on the Property (the “**Project**”). City finds and determines that all actions required of City precedent to approval of this Agreement have been duly and regularly taken. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq.* (“**CEQA**”), appropriate studies, analyses, reports and documents were prepared and considered by the Planning Commission and the City Council. The Planning Commission, after a duly noticed public hearing on _____, recommended approval of a Mitigated Negative Declaration (“**MND**”) for the Project in accordance with CEQA. On the same day, the Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Developer’s application for this Agreement, as well as a Site Plan and Design Review (“**DOR**”) No. 1695-18, Vesting Tentative Tract Map (“**TTM**”) No. 78226-18, Conditional Use Permit (“**CUP**”) No. 1040-18, Specific Plan Amendment (“**SPA**”) No. 4-93 Revision 4, and adopted Resolution No. ___ recommending to the City Council approval of said requests (collectively, the “**Project Entitlements**”).

C. While the City’s extensive environmental review of the Project has determined there are no significant traffic impacts expected to be generated by the Project, Developer wishes to be proactive and assist the City in addressing the community’s concerns about traffic in the vicinity of the Project; and

D. Developer has therefore requested to have the option of accelerating the installation of a traffic signal at the intersection of S. Central Avenue and Aspen Hill Road (the “**Off-Site Improvement**”) as suggested by City residents, which option would allow the Off-Site Improvement to proceed in conjunction with the Project with the Developer advancing the costs of such improvement, subject to recognition of certain credits as reimbursement for the Off-Site Improvement to be administered as determined below. The scope of work description, depiction,

design requirements, and construction/implementation schedule for the Off-Site Improvement are set forth on Exhibit B, attached hereto, which may be updated from time to time with the approval of the City, as provided herein.

E. The cost of the Off-Site Improvement has been estimated by a civil engineer (the “**Engineer’s Estimate**”) and that Engineer’s Estimate has been reviewed by the City Engineer. Developer and City acknowledge that the Engineer’s Estimate shows that the estimated cost of installing the Off-Site Improvement (including those Reimbursement Eligible Costs as defined in Section 6, below) is _____ Dollars (\$_____) and that this Engineer’s Estimate has been accepted by Developer and City as the maximum reimbursement amount for the Off-Site Improvement.

F. City and Developer now desire to enter into this Agreement for the following purposes: (i) to ensure that construction of the Off-Site Improvement is undertaken as if such works were constructed under the direction and authority of the City, and (ii) to provide a means by which the Developer’s actual costs for right-of-way, planning, engineering, construction, and related contingencies of the Off-Site Improvement will be reimbursed by the City to the extent of the actual or authorized maximum reimbursable costs for construction of the Off-Site Improvement. Such reimbursement shall be in the form of a credit towards certain fees and charges that would otherwise be due to the City in the regular course of Developer’s construction of the Project. If the Off-Site Improvement is not constructed, Developer shall pay the full amount of regular City fees and charges.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the City and the Developer and of the promises herein contained it is hereby agreed as follows:

AGREEMENT

1. Incorporation of Recitals and Exhibits; Defined Terms. The parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein. For purposes of this Agreement, the term “Developer” shall include any successors or assigns to this Agreement and the Project Entitlements duly-approved by the City pursuant to Section 17 hereof. All attachments to this Agreement as Exhibits are incorporated into this Agreement by this reference. The Exhibits are:

Exhibit A – Legal Description of the Property;

Exhibit B – Scope of Work for the Off-Site Improvement

Exhibit C – List of Builder Fees

Exhibit D – Use of Fee Credit Form

2. Description of the Off-Site Improvements. This Agreement is intended to reimburse the Developer in connection with the construction of the Off-Site Improvement. The Off-Site Improvement is described in Exhibit B attached hereto and incorporated herein by this reference. It is understood and agreed that the Developer shall only be reimbursed with Fee

Credits (as defined in Section 3, below) as set forth hereinbelow and only for Developer's actual costs of constructing the Off-Site Improvement.

3. Recognition of Fee Credit. Upon completion of the Off-Site Improvement, as evidenced by written acceptance of the Off-Site Improvement by the City Engineer, Developer is entitled to receive the fee credit from the City ("**Fee Credits**") in the Fee Credit Amount. The "**Fee Credit Amount**" shall be equal to the lesser of (i) the Engineer's Estimate, or (ii) Developer's actual Reimbursement Eligible Costs (defined below). If Developer chooses to not construct or otherwise fails to construct the Off-Site Improvement, then Developer shall not be subject to any Fee Credit. Developer hereby acknowledges and agrees that its choice to either (a) construct the Off-Site Improvement in order to obtain a Fee Credit, or (b) not construct the Off-Site Improvement and thereby be subject to the full amount of those City-imposed "**Builder Fees**" listed on Exhibit C is completely voluntary and at the discretion of Developer.

4. Use of Fee Credit. The Fee Credit may be used in the same way that cash could be used to satisfy the payment of City-imposed "**Builder Fees**" that, for the purpose of this Agreement, shall be those specifically listed on Exhibit C (with one (1) credit being equal to one (1) U.S. Dollar). Developer or its assignee may use the Fee Credit or any portion thereof by submitting a "**Use of Fee Credits Form**" in substantial conformance with Exhibit D. City authorizes the City's City Manager or his/her designee to sign the Use of Fee Credits Form on behalf of the City. City shall countersign each Use of Fee Credits Form within five (5) City business days of submission to the City by Developer or its assignee. The signing of each Use of Fee Credits by the City and Developer or its assignee shall constitute conclusive evidence that the fees identified on each Use of Fee Credits Form have been fully satisfied by the Developer or its assignee in the amount set forth thereon and shall serve as a receipt of the satisfaction of such fees. City shall be solely responsible for distributing each signed Use of Fee Credits Form to all relevant City departments. The balance of the Fee Credit remaining for use by Developer will be reduced on a one (1) credit-for-one (1) dollar basis as Developer, or its assignee, applies such Fee Credit to offset its Builder Fees until exhausted. Any Fee Credit balance will not earn interest and will not be redeemable for cash. In no event may a Fee Credit be used to pay for anything other than Builder Fees as listed on Exhibit C. A Fee Credit shall have no independent monetary value other than as set forth herein. Any portion of the Fee Credit that has not been applied within five (5) years of the Reference Date shall expire and be of no further force and effect.

5. Fee Credit Ledger. City shall establish and maintain a database or ledger ("**Ledger**") that shows the total dollar value of the initial Fee Credit provided to Developer under this Agreement and that tracks the use or transfer of such Fee Credit or portion thereof to satisfy Builder Fees. The Ledger maintained by City shall include the dollar value of Fee Credits used; the type of impact fee to which the Fee Credits are applied; and the units and/or lots to which the Fee Credits have been applied. City shall make a current copy of the Ledger available to Developer (or its assignee/transferee) within ten (10) City business days of such a request. City shall be entitled to unconditionally rely on a fully-executed Use of Fee Credit Form in connection with its maintenance of the Ledger. Upon Developer's request, City agrees to confirm to any such assignee the availability to such assignee of the Fee Credits.

6. Eligible Costs for Reimbursement by Fee Credit. The following items of direct and actual costs may be eligible for reimbursement (collectively, the “**Reimbursement Eligible Costs**”): (a) Developer and/or consultant costs associated with direct Off-Site Improvement coordination and support; (b) funds expended in preparing preliminary engineering studies for development of the Off-Site Improvement; (c) funds expended for preparing environmental review documentation for the Off-Site Improvement; (d) any City fees attributed to the processing of approvals for the Off-Site Improvement; (e) costs incurred in the preparation of plans, specifications, and estimates by Developer or consultants for development of the Off-Site Improvements; (f) Developer costs associated with bidding, advertising and awarding of the public works contracts for the Off-Site Improvement; (g) Off-Site Improvement construction costs, including change orders to construction contracts approved by the Developer; (h) construction management, field inspection and material testing costs for development of the Off-Site Improvement; and (i) preparation and implementation of the plans and traffic safety measures set forth in Section 8(ii).

7. Ineligible Costs. Reimbursement Eligible Costs shall not include the following items which costs shall be borne solely by the Developer without reimbursement: (a) Developer administrative costs; (b) Developer costs attributed to the preparation of invoices, billings and payments; (c) expenses for items of work not included within the scope of work in Exhibit B; and (d) costs incurred by Developer due to the development of the Property and/or the Project, rather than construction of the Off-Site Improvement.

8. Off-Site Improvement Development; Final Calculation of Fee Credit. Construction of the Off-Site Improvement and determination of the final amount of the Fee Credit shall occur as follows:

(i) No Default. Developer shall not be in default in any of its obligations under the terms of this Agreement and all material representations and warranties of Developer contained herein shall be true and correct in all material respects.

(ii) Interim Safety Measures. Developer shall prepare and obtain City approval of a traffic control plan and secure all needed encroachment and related permits required by the City for purposes of construction in or along the public right-of-way. Such plans and permits shall include Developer’s interim plans to ensure safe traffic circulation on any City streets and intersections during Developer’s course of constructing the Off-Site Improvement. Developer shall strictly implement all reasonable measures to protect public safety and minimize impacts upon traffic circulation during the Off-Site Improvement’s construction.

(iii) Schedule of Performance for Off-Site Improvement. The parties shall begin and complete all plans, reviews, construction and development of the Off-Site Improvement within the following timeframes, or such reasonable extensions of said dates as approved in writing by the parties:

a) No later than _____, Developer shall notify the City in writing of its final election to either proceed with Off-Site

Improvement construction, or else be subject to the full amount of the Builder Fees listed on Exhibit C.

- b) If Developer elects to build the Off-Site Improvement, Developer shall have secured all plans and permits required by Section 8(ii) within ___ days of providing the notice in Section 8(iii)(a).
- c) Developer shall commence construction of the Off-Site Improvement no later than thirty (30) days of obtaining all approvals required to proceed with construction.
- d) Completion of the Off-Site Improvement shall occur prior to issuance of the first building permit for the Project, and such completion shall be a condition to issuance of the building permit, unless Developer elects not to build the Off-Site Improvement. In no event, however, shall construction of the Off-Site Improvement to completion take longer than ___ days from the commencement of construction.
- e) The time periods set forth herein may be altered or amended by written agreement signed by both Developer and City. However, minor adjustments may be implemented by the City Manager as needed to conform the with the parties' actual performance of this Agreement and/or undertaking of Project activities. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of the City shall have the authority to approve extensions of time without City Council action if such extensions do not exceed a cumulative total of fifteen (15) days.

(iv) Completion of Construction. Once construction on the Off-Site Improvement is commenced, Developer shall pursue to completion the entire Improvement and shall not abandon any construction for more than five (5) consecutive days. Developer shall keep the City informed of the progress of Off-Site Improvement construction and submit to the City written reports of the progress of the construction when and in the form reasonably requested by the City. Developer shall accrue no Fee Credit for partial construction of the Off-Site Improvement and abandonment of construction shall constitute a default. Once Developer has completed the construction of the Off-Site Improvement, notices of completion shall have been recorded in relation to the Off-Site Improvement in accordance with California Civil Code Sections 3093 and/or 8182 (as applicable), and 35 days shall have elapsed since the recordation of such notices of completion.

(v) Submission of Bills/Invoices. Developer shall have made full and complete payment of all undisputed claims for work performed on the Off-Site Improvement, or in the event of a dispute between Developer and the general contractor or a subcontractor, Developer shall have obtained a commercially reasonable bond reasonably satisfactory to City to release any applicable mechanics' lien or stop notice and Developer shall have submitted and City shall have approved the final reimbursement request, including copies of all bills and/or invoices evidencing the hard costs and soft costs of constructing the Off-Site Improvement actually incurred by Developer.

(vi) As-Built Drawings. Developer shall have submitted two (2) sets of final as-built drawings for the Off-Site Improvement to the City Public Works Director.

(vii) Acceptance of Off-Site Improvement by City. City, through the City Council or its designee if so authorized, shall have accepted title to the Off-Site Improvement, as required to ensure the Off-Site Improvement is owned by City, and Developer shall have provided a one-year warranty security in a form reasonably required by City. The City agrees it will not unreasonably withhold or condition its acceptance of title to the Off-Site Improvement.

8.2 Review and Reimbursement by City. Upon verification of Developer's Reimbursement Eligible Costs by City, City shall advise Developer of the Fee Credits received by Developer.

9. Term. The term of this Agreement shall commence from the date Developer acquires fee ownership of the Property until the later of: (i) the date City formally accepts the Off-Site Improvement as complete and Developer has been fully reimbursed for the construction of the Off-Site Improvement via use of the Fee Credit; (ii) Developer has fully satisfied its obligations under this Agreement; or (iii) termination of this Agreement pursuant to Section 13. All indemnification obligations provided in this Agreement shall remain in effect following the termination of this Agreement. If Developer or its successor or assigns has not acquired the Property within one (1) year from the Reference Date, this Agreement shall terminate and be deemed of no further force and effect.

10. Representatives of the Parties. City's City Engineer, or his or her designee, shall serve as City's "**Representative**" and shall have the authority to act on behalf of City for all purposes under this Agreement. Developer shall designate a person to act as Developer's "**Representative**" to City at least thirty (30) days prior to commencement of work on the Off-Site Improvement work. Developer's Representative shall have the authority to act on behalf of Developer for all purposes under this Agreement and shall coordinate all activities of the Off-Site Improvement under Developer's responsibility. Developer shall work closely and cooperate fully with City's Representative and any other agencies which may have jurisdiction over or an interest in the Off-Site Improvement. A party may change its Representative by providing two (2) City business days written notice thereof, an email being sufficient.

11. Expenditure of Funds by Developer Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude Developer from expending funds on the

Off-Site Improvement prior to the execution of the Agreement, or from accruing Fee Credit for such expenditures. However, Developer understands and acknowledges that any expenditure of funds on the Off-Site Improvement prior to the execution of the Agreement is made at Developer's sole risk, and that some expenditures by Developer may not be eligible for reimbursement under this Agreement.

12. Review of Services. Developer shall allow City's Representative to inspect or review the progress of the Off-Site Improvement during normal business hours and upon reasonable notice at any reasonable time in order to determine whether the terms of this Agreement are being met.

13. Termination.

13.1 Notice of Default. Either Developer or City may give a notice of default, by written notice to the other party which notice shall provide in reasonable specificity the alleged default. The written notice shall provide a thirty (30) day period to cure any alleged default. During the thirty (30) day cure period, cure shall be diligently pursued by the defaulting party and the parties shall discuss, in good faith, the manner in which the default can be cured. In the event of a non-monetary default that cannot reasonably be cured within the above-prescribed thirty (30) day period, a longer period shall apply if the defaulting party does all the following:

(i) Notifies the nondefaulting party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(ii) Notifies the nondefaulting party of the proposed action plan to cure the default;

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

(iv) Makes periodic reports to the nondefaulting party as to the progress of the program of cure; and

(v) Diligently prosecutes such cure to completion.

13.2 Notice of Termination; Effect of Termination. If, after giving a notice of default as required by section 13.1, the default is not cured, or if the cure requires more than thirty (30) days and the party alleged to be in default has not commenced to cure the default and diligently pursued such cure, then the other party may terminate this Agreement by written notice of termination. In the event that termination occurs before the end of the term set forth in Section 9, no Fee Credit shall have accrued and Developer shall be subject to paying the full amount of those City-imposed "Builder Fees" listed on Exhibit C.

13.3 Exclusive Remedies. The rights and remedies of the parties provided in this Section 13 are the sole and exclusive remedies under this Agreement.

14. Prevailing Wages. Developer and any other person or entity hired to perform services on the Off-Site Improvement are alerted to the requirements of California Labor Code Sections 1770, *et seq.*, which would require the payment of prevailing wages were the services or any portion thereof determined to be a "public work," as defined therein. Developer shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform work on the Off-Site Improvement. Developer shall defend, indemnify, and hold harmless City, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770, *et seq.*

15. Indemnification.

15.1 Developer Responsibilities. In addition to the indemnification required under Section 14, Developer agrees to indemnify, defend, and hold harmless City, and its officers, agents, consultants, and employees ("City Parties") from any and all claims, demands, costs, losses, expenses, or liability arising from or connected with all activities governed by this Agreement including (i) the construction, or installation of the Off-Site Improvement by Developer and its officers, agents, consultants, and employees ("Developer Parties"); (ii) the untruth or inaccuracy of any representation or warranty made by Developer in this Agreement or in any certifications delivered by Developer hereunder; (iii) Developer's failure to perform the construction of the Off-Site Improvement in accordance with the requirements of this Agreement; (iv) any act or omission of Developer or any of the Developer Parties, (v) any third party challenge to the calculation and establishment of the Fee Credit and the application/crediting of such Fee Credit to Builder Fees, or (vi) any State or Federal Constitutional, or Mitigation Fee Act (Government Code § 66000 *et seq.*), claims in connection with the Off-Site Improvement. If Developer fails to do so, City shall have the right, but not the obligation, to defend the same and charge all of the direct and/or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from Developer.

15.2 City Responsibilities. City agrees to indemnify and hold harmless Developer and Developer Parties from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement due to active negligent acts, errors or omissions or willful misconduct of City or City Parties. City will reimburse Developer for any expenditures, including reasonable attorneys' fees, incurred by Developer or Developer Parties, in defending against claims ultimately determined to be due to active negligent acts, errors or omissions or willful misconduct of City or City Parties.

15.3 Effect of Acceptance. Developer shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Off-Site Improvement. City's review, acceptance or funding of any services performed by Developer or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights City may hold under this Agreement or of any cause of action arising out of this Agreement. Further, Developer shall be and remain liable to City, in accordance with applicable law, for all damages to City caused by Developer's negligent performance of this Agreement or supervision of any services provided to complete the Off-Site Improvement.

16. Insurance. Developer shall require, at a minimum, all persons or entities hired to perform the Off-Site Improvement to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to Developer and City. Such insurance shall be maintained throughout the term of this Agreement.

16.1 Commercial General Liability Insurance. Commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Off-Site Improvement or be no less than two times the occurrence limit. Such insurance shall:

16.1.1 Name City and Developer, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Off-Site Improvements;

16.1.2 Be primary with respect to any insurance or self-insurance programs covering City and Developer, and/or their respective officials, officers, employees, agents, and consultants; and

16.1.3 Contain standard separation of insured provisions.

16.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

16.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 per occurrence. Professional liability insurance shall only be required of design or engineering professionals.

16.4 Workers' Compensation Insurance. As required by law, workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

16.5 Builder's Risk: Developer shall procure and shall maintain in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction managers' tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (a) above.

17. Assignments; Successors-in-Interest to Project. Except as otherwise provided herein, the Developer shall not sell, transfer, or assign this Agreement or the Project Entitlements or any part thereof without the prior written consent of the City, and then only upon presentation of evidence demonstrating that the person or entity to whom any of the rights or privileges granted herein are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated, meets the following criteria: (i) the transferee has the financial strength and capability to perform its obligations under this Agreement, including the provision of transferee's audited financials for at least the immediately preceding three (3) operating years;

(ii) reasonably satisfactory evidence that the transferee has the experience and expertise to operate the Project and install the Off-Site Improvement; and (iii) reasonably satisfactory evidence that the transferee's key principals have no felony convictions. The proposed transferee shall execute and deliver to the City an assumption agreement assuming Developer's Project obligations, which assumption agreement shall be in a form approved by the City Manager and City Attorney. No approved transfer shall release the Developer or any surety of Developer of any liability hereunder without the express consent of City.

17.1 Any assignment of Project Entitlements shall be conditioned upon the assignee's corresponding assumption of this Agreement.

17.2 The City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of an Assignment required pursuant to this Article 17, provided that:

- a. Developer delivers written notice to the City requesting that approval prior to the completion of the assignment (the "Consent Request"); and
- b. The assignment is not completed until either (i) City has provided its written consent, which consent may be provided by the City Manager, or (ii) thirty (30) days have passed after delivery by Developer to City of the Consent Request without the City having rejected the Consent Request in writing; and
- c. The Consent Request shall be accompanied by (i) a proposed draft of the assignment and assumption agreement described above in Section 17, and (ii) evidence regarding the proposed assignee's development and/or operational qualifications and experience and its financial commitments and resources in sufficient detail to enable the City to evaluate the proposed assignee's ability to complete the Project and Off-Site Improvement.
- d. Assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the Assignee were the Developer.

17.3 Developer's unauthorized transfer or assignment of this Agreement or the Project Entitlements shall qualify as a default hereof.

18. Off-Site Improvement Modifications. Changes to the characteristics of the Off-Site Improvement, including any extensions of time for completion of the Off-Site Improvement, and/or any responsibilities of Developer or City may be requested in writing by Developer and are subject to the approval of City's Representative, in his or her sole discretion. Any approval or denial of a Developer request shall be given in writing (an email being sufficient) within thirty (30) days or a denial of the request may be assumed (except as otherwise specified for a transfer in Section 17). Nothing in this Agreement shall be construed to require or allow completion of the Off-Site Improvement without full compliance with CEQA and the National Environmental Policy Act of 1969 (42 USC 4231, et seq.), if applicable, but the necessity of compliance with

CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Off-Site Improvement.

19. Conflict of Interest. For the term of this Agreement, no member, officer or employee of Developer or City, during the term of his or her service with Developer or City shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

20. Limited Scope of Duties. City's and Developer's duties and obligations under this Agreement are limited to those described herein. City has no obligation with respect to the safety of any work performed at a job site. In addition, City shall not be liable for any action of Developer or its contractors relating to the construction related to the Off-Site Improvement.

21. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Off-Site Improvement under this Agreement. Each party shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees, such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

22. Equal Opportunity Employment. The parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex, sexual orientation or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

25. Time of Essence. Time is of the essence for each and every provision of this Agreement.

26. Headings. Article and section headings and paragraph captions contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

27. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make City a party to the construction of the Off-Site Improvements

or to make it a partner or joint venturer with Developer for such purpose. City maintains no proprietary interest in the Project.

28. Compliance With the Law. Developer shall comply with all applicable laws, rules and regulations governing the implementation and construction of the Off-Site Improvements, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

29. Notices. Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing, and shall be deemed duly given or made at the time and on the date when received by electronic mail before 5:00 pm on a City business day (provided that notice by email shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized below), or when personally delivered as shown on a receipt therefor, or one (1) City business day following its deposit with a reputable overnight courier (such as Federal Express) for overnight delivery, or three (3) City business days after being mailed by prepaid registered or certified mail, return receipt requested, to the address for each party set forth below. Any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

Developer: The Carson Project Owner, LLC
c/o Integral Communities, LLC
888 San Clemente, Suite 100
Newport Beach, CA 92660
Attention: Evan Knapp/Caren Read, Esq.
Telephone: 949-720-3612
Email: eknapp@integralcommunities.com
cread@integralcommunities.com

With a copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92628
Attn: Hans Van Ligten
Telephone: 714-641-5100
Email: hvanligten@rutan.com

City: City of Carson
701 East Carson Street
Carson, California 90745
Attn: Planning Manager
Telephone: 310-830-7600
Email: SNaaseh@carson.ca.us

With a copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attn: Sunny Soltani, Esq.

Telephone: 949-250-5407
Email: ssoltani@awattorneys.com

29. Integration; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the parties.

30. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

31. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the parties and the interpretation of the parties' understanding concerning the Agreement.

32. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument..

33. Independent Contractors. Any person or entities retained by Developer or any contractor to work on the Off-Site Improvement shall be retained on an independent contractor basis and shall not be employees of City. Any personnel performing services on the Off-Site Improvement shall at all times be under the exclusive direction and control of Developer or its contractor, as applicable. Developer or its contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Off-Site Improvement and as required by law. Developer or its consultant shall also be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

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

[SIGNATURE PAGE FOLLOWS]

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

"DEVELOPER"

THE CARSON PROJECT OWNER, LLC,
a Delaware limited liability company

By: KPMW Integral, LLC
a California limited liability company
its Managing Member

By: _____
Name: _____
Its: Authorized Representative

Dated: _____, 2019

"CITY"

CITY OF CARSON, a municipal corporation

By: _____
Name: _____
Title: Mayor

Dated: _____, 2019

ATTEST:

By: _____
Name: _____
Title: City Clerk

APPROVED AS TO FORM
ALESHIRE & WYNDER, LLP

By: _____
Name: Sunny Soltani
Title: City Attorney

EXHIBIT A

Legal Description of the Property

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

PARCELS 2, 3 AND 4 OF PARCEL MAP NO. 24971, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 289, PAGES 13 AND 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES, WATER AND OTHER MINERALS BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE PRESENT SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT OF ENTRY BELOW SAID DEPTH OF 500 FEET BY SLANT OF DIRECTIONAL DRILLING FROM OTHER LANDS TO DEVELOP AND PRODUCE OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES, WATER AND OTHER MINERALS, AND THE RIGHT TO USE THE STRUCTURES BELOW SAID DEPTH OF 500 FEET FOR THE STORAGE AND SUBSEQUENT REMOVAL OF GAS OR OTHER SUBSTANCES, BUT WITHOUT ANY RIGHT OF SURFACE ENTRY.

APN(s): 7319-003-104; 7319-003-105; 7319-003-106

EXHIBIT B

Description of Off-Site Improvement

EXHIBIT C

BUILDER FEES

FEE CREDITS MAY BE APPLIED TO ANY OF THE FOLLOWING CITY-IMPOSED BUILDER FEES:

Impact Fees

- Traffic Impact
- Circulation

EXHIBIT D

USE OF FEE CREDITS FORM, DATED _____

Per the terms of the REIMBURSEMENT AND FEE CREDIT AGREEMENT ("Agreement") dated _____ between the City of Carson, a California municipal corporation ("City") and The Carson Project Owner, LLC, a Delaware limited liability company ("Developer"), Developer was granted \$ _____ in Fee Credits from City. To date, Developer and/or assignee(s) has/have used _____ in Fee Credits. Developer or its assignee hereby uses _____ in Fee Credits toward the satisfaction of the following Building Fees:

PROJECT NAME: Victoria Gardens PROJECT OWNER: _____
TRACT NUMBER: _____ LOT NUMBERS: _____

	<u>FEE PER UNIT</u>	<u>UNITS</u>	<u>FEE AMOUNT</u>
Impact Fees			
Traffic Impact			
TOTAL FEE AMOUNT			
Fee Credits per Agreement			[\$_____.00]
Previous Fee Credits Used Under This Agreement			()
<u>This Use of Fee Credits</u>			()
REMAINING FEE CREDITS AFTER THIS USE			

The City hereby acknowledges this use of Fee Credits, concurs with the remaining fee credit amount, and agrees that all fees included in this request are now satisfied in full.

AGREED AND ACCEPTED

CITY:
CITY OF CARSON
a California municipal corporation
Signature: _____
Date Executed: _____
Name: _____
Title: _____

DEVELOPER/ASSIGNEE:
Entity: _____
Signature: _____
Date Executed: _____
Name: _____
Title: _____