

**CITY OF CARSON  
PLANNING COMMISSION  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF CARSON RECOMMENDING CITY COUNCIL  
ADOPTION OF ORDINANCE NO. \_\_\_\_\_ TO APPROVE A  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 13-  
17 BETWEEN THE CITY OF CARSON AND CAM-CARSON, LLC**

**WHEREAS**, the Planning Commission previously recommended that the City Council approve that certain Development Agreement (No. 13-17), between the City of Carson (“City”) and CAM-Carson, LLC, dated September 6, 2018 (“DA”), pursuant to PC Resolution No. 18-1635; to allow for the development a project proposed by CAM-Carson, LLC (“Developer”), with respect to an approximate 41-acre portion (“Cell 2” or “PA 2”) of the 157 Acre Site (also known as the former Cal-Compact Landfill), located at 20400 Main Street in the City of Carson (the “Site”);

**WHEREAS**, the Carson Reclamation Authority (“Authority”) is the owner of the Site, and entered into a Conveyancing Agreement, dated September 6, 2018, with Developer for the transfer of the surface lot of Cell 2 to Developer, which Conveyancing Agreement is proposed to be amended by the Authority and the Developer pursuant to that certain Second Amendment to Conveyancing Agreement, between the Developer and Authority (the “Conveyancing Agreement Amendment”);

**WHEREAS**, the project proposed by Developer under the DA was entitled and approved by the City for the development of a high-quality, state of the art, fashion outlet retail center of not less than 450,000 GBA square feet (for Phase I only) and up to 711,500 GBA square feet (taking into account Phase I and Phase II, which may be developed separately or concurrently) (“Project”). The Project was previously analyzed pursuant to a Supplemental Environmental Impact Report (“2018 SEIR”) pursuant to the California Environmental Quality Act, Public Resources Code §21000 et seq. (“CEQA”) adopted by the City on April 3, 2018, and the Project was further analyzed under CEQA pursuant to that certain Supplemental Environmental Impact Report approved by the City in connection with the City’s adoption of an amendment to The District at South Bay Specific Plan (SPA No. 27-2021) for the 157 Acre Site, in May 2022 (“2022 SEIR”);

**WHEREAS**, the Developer has proposed a First Amendment to the DA (“First Amendment”), to allow for certain changes to the terms of the DA, including, among other minor changes, the following (however, none of the terms under the First Amendment change the scope or scale of the Project under the DA); all initially capitalized terms used but not defined herein shall have the meaning set forth under the DA:

- (1) The Project Schedule set forth in Exhibit “L” to the DA shall be updated as required to reflect changes to the schedule;
- (2) Certain other Exhibits to the DA shall be updated as reasonably required to be consistent with the terms of the Conveyancing Agreement Amendment;

- (3) The term of the DA shall be extended from 25 years to 32 years from the date the first Sales Tax Assistance payment is paid to Developer.

**WHEREAS**, the effectiveness of the First Amendment shall be conditioned upon Developer's due diligence investigation of the Cell 2 site (as set forth in the terms and conditions of the Conveyancing Agreement Amendment), which shall consist of a period of ninety (90) days following execution of the First Amendment by the City and Developer (which period may be extended as set forth in the Conveyancing Agreement Amendment);

**WHEREAS**, pursuant to California Government Code Sections 65867 and 65090, the City of Carson on July 22, 2022, published a legal notice indicating the public hearing to be held by the City Planning Commission on August 1, 2022;

**WHEREAS**, the Planning Commission considered the provisions of the First Amendment at a public hearing on August 1, 2022, and all interested parties were given an opportunity to be heard regarding the First Amendment; and

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

**NOW, THEREFORE, the Planning Commission of the City of Carson does hereby resolve, determine and ordain as follows:**

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

Section 2: The City Planning Commission hereby incorporates all findings of fact set forth in PC Resolution No. 18-1635 with respect to Project and the Development Agreement, and furthermore, has determined that any potential impacts of the Project were previously analyzed pursuant to the 2018 SEIR and 2022 SEIR, in accordance with CEQA. There are no circumstances present that would require a new, subsequent or supplemental environmental impact report for the First Amendment, under the provisions of CEQA. Moreover the Planning Commission, hereby affirms all findings of fact set forth in PC Resolution No. 18-1635, including, without limitation, the findings and determination of consistency of the Development Agreement (as amended by the First Amendment) with respect to the goals and policies of the General Plan and The District at South Bay Specific Plan

Section 3. Based upon the findings outlined in Section 2 above, the Planning Commission of the City of Carson hereby recommends the City Council adopt an uncodified ordinance to approve the First Amendment to Development Agreement No. 13-17 between the City of Carson and CAM-CARSON, LLC, attached hereto as Attachment "A."

**PASSED, APPROVED AND ADOPTED this 1st day of August, 2022.**

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

**ATTEST:**

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

**ATTACHMENT "A"**

**CITY COUNCIL ORDINANCE  
NO. 22-\_\_\_\_ APPROVING  
FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT**

[Attached]

**ORDINANCE NO. \_\_\_\_**

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF CARSON, CALIFORNIA, APPROVING A  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
NO. 13-17 BETWEEN THE CITY OF CARSON AND CAM-  
CARSON, LLC**

**WHEREAS**, the City Council previously approved that certain Development Agreement (No. 13-17), between the City of Carson (“City”) and CAM-Carson, LLC, dated September 6, 2018 (“DA”), pursuant to PC Resolution No. 18-1635; to allow for the development a project proposed by CAM-Carson, LLC (“Developer”), with respect to an approximate 41-acre portion (“Cell 2” or “PA 2”) of the 157 Acre Site (also known as the former Cal-Compact Landfill), located at 20400 Main Street in the City of Carson (the “Site”);

**WHEREAS**, the Carson Reclamation Authority (“Authority”) is the owner of the Site, and entered into a Conveyancing Agreement, dated September 6, 2018, with Developer (“Conveyancing Agreement”) for the transfer of the surface lot of Cell 2 to Developer, which Conveyancing Agreement is proposed to be amended by the Authority and the Developer pursuant to that certain Second Amendment to Conveyancing Agreement, between the Developer and Authority (the “Conveyancing Agreement Amendment”);

**WHEREAS**, the project proposed by Developer under the DA was entitled and approved by the City for the development of a high-quality, state of the art, fashion outlet retail center of not less than 450,000 GBA square feet (for Phase I only) and up to 711,500 GBA square feet (taking into account Phase I and Phase II, which may be developed separately or concurrently) (“Project”). The Project was previously analyzed pursuant to a Supplemental Environmental Impact Report (“2018 SEIR”) per the California Environmental Quality Act, Public Resources Code §21000 et seq. (“CEQA”) adopted by the City on April 3, 2018, and the Project was further analyzed under CEQA pursuant to that certain Supplemental Environmental Impact Report approved by the City in connection with the City’s adoption of an amendment to The District at South Bay Specific Plan (SPA No. 27-2021) for the 157 Acre Site, in May 2022 (“2022 SEIR”);

**WHEREAS**, the Developer has proposed a First Amendment to the DA (“First Amendment”), to allow for certain changes to the terms of the DA, including the following (however, none of the terms under the First Amendment change the scope or scale of the Project under the DA), all initially capitalized terms used but not defined herein shall have the meaning set forth under the DA:

- (1) The Project Schedule set forth in Exhibit “L” to the DA shall be updated as required to reflect changes to the schedule;
- (2) The other Exhibits to the DA shall be updated as reasonably required to be consistent with the terms of the Conveyancing Agreement Amendment; and

(3) The term of the DA shall be extended from 25 years to 32 years from the date the first Sales Tax Assistance payment is made to Developer.

**WHEREAS**, as required by Sections 65864 through 65869.5 of the Government Code the Conveyancing Agreement provides Developer with a legal or equitable interest in the Developer Property;

**WHEREAS**, the effectiveness of the First Amendment shall be conditioned upon Developer's due diligence investigation of the Cell 2 site (as set forth in the terms and conditions of the Conveyancing Agreement Amendment), which shall consist of a period of ninety (90) days following execution of the First Amendment by the City and Developer (which period may be extended as set forth in the Conveyancing Agreement Amendment);

**WHEREAS**, on August 1, 2022, the Planning Commission, after giving notice pursuant to Government Code Sections 65090, 65091, 65092 and 65094, held a public hearing on the Developer's application for a First Amendment to Development Agreement No. 13-17, found that it was consistent with the City's General Plan, and recommended that the City Council approve the First Amendment;

**WHEREAS**, Government Code Section 65402 requires the Planning Commission to review a proposed disposition of publicly-owned property for consistency with the applicable General Plan; which the Planning Commission has done;

**WHEREAS**, pursuant to California Government Code Sections 65867 and 65090, the City of Carson on July 23, 2022, published a legal notice of the public hearing regarding the First Amendment to be held by the City Council on August 2, 2022. In addition, on July 21, 2022, a public hearing notice was mailed to each property owner within an expanded radius (greater than 500-foot radius) of the Project site, indicating the date and time of the public hearing regarding the First Amendment in accordance with state law;

**WHEREAS**, the City Council considered the provisions of the First Amendment at a public hearing on August 2, 2022, and all interested parties were given an opportunity to be heard regarding the First Amendment, and thereafter introduced this uncodified Ordinance;

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desire to approve the First Amendment between the City of Carson and CAM-CARSON, LLC, by adoption of this uncodified Ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1. RECITALS; INCORPORATION OF FINDINGS.** The above recitals are true and correct and incorporated fully herein. The City hereby incorporates all findings of fact set forth in Ordinance No. \_\_ with respect to its approval of the Development Agreement, which remain applicable to the terms of the First Amendment.

**SECTION 2. CEQA FINDINGS.** The City Council previously prepared and certified the 2018 SEIR and the 2022 SEIR for The District at South Bay Specific Plan, which included an environmental analysis pursuant to CEQA of the Project. The First Amendment does not change the environmental assessment under the 2018 SEIR or 2022 SEIR. The City Council further finds that no subsequent review is required under CEQA Guidelines section 15162 as no substantial changes have been proposed in the Project which will require major revisions of the previously certified SEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the Project is undertaken which will require major revisions of the SEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the SEIR that the Project will have significant effect not discussed in the SEIR. As such, the City Council finds the Project has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

**SECTION 3. FINDINGS.** Pursuant to Government Code Sections 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, the City Council makes the following findings pertaining to the First Amendment to Development Agreement:

Finding 1: The proposed First Amendment Development Agreement is consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s).

Evidence: The Development Agreement was previously determined by the City Council (upon its adoption of Ordinance No. \_\_\_\_ ) to be consistent with the goals and policies of the General Plan. The First Amendment does not change any terms or conditions of the Development Agreement that would impact such consistency determination by the City council. Therefore, the First Amendment is consistent with the goals and policies of the General Plan.

Finding 2: The First Amendment to Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.

Evidence: Overall, the Project proposed by the First Amendment Development Agreement represents a productive reuse of a brownfield site that is compatible with surrounding uses, and offers Carson residents new opportunities for retail, entertainment, and employment. The Project would develop the Site with a unique mixed-use environment that can serve as a signature project for Carson. The City's General Plan also envisions an expanded commercial base, including encouraging specialty retail development. Further detailed findings of consistency between the Project and the General Plan are an appendix to the 2018 SEIR and 2022 SEIR, which findings and supporting evidence has been previously certified by the City Council.

Finding 3: The Development Agreement does not include a subdivision as defined in Section 66473.7 of the Government Code.

Evidence: Government Code Section 66473.7 defines “subdivision” as “a proposed residential development of more than 500 dwelling units,” except that for a public water system that has fewer than 5,000 service connections, “subdivision” means any proposed residential development that would account for an increase of 10 percent or more in the number of public water system’s existing service connections. While a limited portion of the property subject to the First Amendment to Development Agreement has the option to be used for residential development with additional entitlement(s), no residential uses are proposed as part of the project described in the Development Agreement or the First Amendment. Therefore, neither the First Amendment, nor the Development Agreement itself, includes a subdivision. Further, even assuming that the public water system has fewer than 5,000 service connections, such residential development would not account for an increase of 10 percent or more in the public water system’s existing sewer service connections.

**SECTION 4. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect thirty (30) days after its passage.

**SECTION 6. CERTIFICATION.** The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

**PASSED AND ADOPTED** on the [ ] day of [ ], 2022, by the following vote:

AYES:  
NOES:  
ABSENT:

**CITY OF CARSON**

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk



**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

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City Attorney Sunny K. Soltani

Attachment "A": First Amendment to Development Agreement  
Attachment "B": General Plan Consistency Findings from SEIR

**ATTACHMENT "A"**  
**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

[Attached]

RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:

CITY CLERK  
City of Carson  
701 E. Carson  
Street Carson, CA

Space Above For Recorder's Use Only

No Recording Fee Required - Government Code § 27383

FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT

between

THE CITY OF CARSON

and

CAM-CARSON, LLC

a Delaware limited liability company

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this “Amendment”) is made and entered into effective as of this \_\_ day of September, 2022, by and between the CITY OF CARSON, a municipal (“City”), and CAM-CARSON LLC, a Delaware limited liability company (“Developer”) with reference to the facts set forth below. City and Developer may be referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. City and Developer entered into that certain Development Agreement recorded in the public record of the County of Los Angeles, California at document number 20180960608 on September 19, 2018 (the “Development Agreement”), pursuant to which City granted Developer certain vested rights to proceed with development of the Project, which development would provide significant public benefits, all in accordance with the terms and conditions of the Development Agreement.

B. All capitalized terms used but not defined in this Amendment shall have the same meaning as set forth in the Development Agreement.

C. Concurrently with execution of the Development Agreement, (i) Authority and Developer entered into that certain Conveyancing Agreement dated effective as of September 6, 2018, as amended by that certain First Amendment to Conveyancing Agreement dated effective as of September 6, 2018 and as modified by that certain Operating Memorandum #1 to Conveyancing Agreement dated as of September 6, 2018 (collectively, the “Conveyancing Agreement”), pursuant to which Developer was to acquire a fee simple interest to the Cell 2 Surface Lot (as defined in the Conveyancing Agreement), among other things; and (ii) City and Authority entered into that certain Cooperation Agreement dated as of September 6, 2018 (the “Cooperation Agreement”), pursuant to which Authority agreed to perform City’s infrastructure obligations under the Project Agreements and cooperate with the parties to the Project Agreements to facilitate the Project, and City agreed to pay to Authority one-half of the sales taxes received by City attributable to the Project during a 25-year term as more fully set forth in the Cooperation Agreement.

D. After execution of the Project Agreements, Authority commenced the installation of the Remedial Systems and Site Development Improvements and Developer made certain Site Development Advances, all as provided for in the Project Agreements. A dispute arose between the Parties as to Authority’s ability to complete the Remedial Systems and Site Development Improvements as set forth in the Project Agreements. In April 2020, Developer filed suit in that certain litigation captioned *CAM-Carson, LLC v. Carson Reclamation Authority, et. al*, Case No. 20STCV16461, (the “Litigation”) alleging, in part, breaches of the Project Agreements by Authority, and thereafter Authority filed counterclaims in the Litigation alleging, in part, that Developer owed Authority ten million dollars (\$10,000,000) for Site Development Advances.

E. After a mediation of the disputes in the Litigation, Developer, City and Authority now desire to proceed with the Project provided that (a) Authority deposits the Remediation Escrow Deposit into the Remediation Escrow Account to pay for the Remaining Horizontal Work (as those terms are defined in the “Amendment to Conveyancing Agreement” defined below), (b)

Developer as agent for Authority completes or funds the completion of the Remaining Horizontal Work, and (c) Developer is reimbursed for the Remaining Horizontal Work, Offsite Advances, Site Development Advances and other payments as provided in the Project Agreements, by City and Authority paying to Developer one-half of the sales taxes derived from the Project during a thirty-two (32)-year term, all as provided in the Project Agreements (as amended by this Amendment and the Related Amendments (as defined below)).

F. Concurrent with this Amendment, Authority and Developer are entering into a Second Amendment to Conveyancing Agreement (the “Amendment to Conveyancing Agreement”) to provide, in part, for Developer to proceed with the Project provided that Authority deposits the Remediation Escrow Deposit to pay for the Remaining Horizontal Work, and for Developer to be reimbursed for the Remaining Horizontal Work, Offsite Advances, Site Development Advances and other payments as provided in the Project Agreements by City and Authority paying to Developer one-half of the sales taxes attributable to the Project during a thirty-two (32)-year term.

G. Concurrent with this Amendment, City and Authority are entering into an Amendment to Cooperation Agreement (the “Amendment to Cooperation Agreement” and, together with the Amendment to Conveyancing Agreement, the “Related Amendments”) to provide that Authority may have Developer perform or fund completion of the Remaining Horizontal Work, the cost of which shall be included in the Advances that are subject to reimbursement under the Sales Tax Assistance, that the term of the Cooperation Agreement shall be extended to up to the earlier of thirty-two (32) years from the date of Developer’s first receipt of sales tax reimbursement from the Project or the date on which the Total Recovery Amount is paid, and that in light of the extent of the Advances to be made by Developer that the Feasibility Gap analysis shall no longer be required.

H. City and Developer now wish to modify the Development Agreement to extend the Term to thirty-two (32) years and provide other modifications consistent with the Related Amendments.

I. In connection with the approval of the Project, a Supplemental Environmental Impact Report for the District at South Bay Specific Plan, State Clearinghouse No. 2005051059, was certified by City as in compliance with CEQA (the “2018 Final SEIR”). Thereafter, in connection with the City’s approval of a revised development proposal for the 157 Acre Site pursuant to an amendment to the District at South Bay Specific Plan (“2022 Specific Plan”) (which includes the Project), the City certified a further Supplemental Environmental Impact Report for the development of the 157 Acre Site (SCH No. 2005051059 / April 2022) (the “2022 Final SEIR”). On \_\_\_\_, the Planning Commission of the City, after giving notice pursuant to the applicable California Government Code provisions, held a public hearing on this Amendment and recommended approval to the City Council. On \_\_\_\_, the City Council, after giving notice pursuant to the applicable California Governmental Code provisions, held a public hearing on this Amendment, and after making appropriate findings, adopted Ordinance No. \_\_\_ approving this Amendment. The Planning Commission and the City Council found, on the basis of substantial evidence based on the entire administrative record, that this Amendment is consistent with all applicable plans, rules, regulations and official policies of City. Moreover, the City Council has evaluated the potential environmental impacts of this Amendment and has determined that any

potential impacts have been analysed pursuant to the 2018 Final SEIR and 2022 Final SEIR, in accordance with CEQA. There are no circumstances present that would require a new, subsequent or supplemental environmental impact report for this Amendment under the provisions of CEQA.

J. This Amendment shall be effective after (i) all approvals have been granted to permit this Amendment, (ii) it is effective pursuant to Development Agreement Statute, and (iii) it is executed by both Parties, which execution shall take place concurrently with execution of the Amendment to Conveyancing Agreement by Authority and Developer and the Amendment to Cooperation Agreement by City and Authority.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as set forth below.

### **AGREEMENT**

1. **EFFECTIVE DATE.** The Effective Date of the Development Agreement was September 10, 2018 (the date the Development Agreement was executed by both Parties).
2. **STAY OF LITIGATION.** Immediately following the execution of this Amendment, Authority, City and Developer shall jointly seek a stay of all Litigation until thirty (30) days after the end of the Diligence Period (as defined in the Amendment to Conveyancing Agreement) as the same may be extended pursuant to the Amendment to Conveyancing Agreement subject to the consent of the court. Upon the occurrence of all of the following: (a) the deposit of the Remediation Escrow Deposit; (b) the end of the Diligence Period under the Amendment to Conveyancing Agreement as may be extended pursuant to the Amendment to Conveyancing Agreement, if Developer has not previously terminated the Amendment to Conveyancing Agreement, and (c) expiration of all applicable challenge or appeal periods, including litigation, to this Amendment and any Related Amendments (or successful resolution of any and all such challenges and appeals, including litigation), then within two (2) business days of the latest to occur of clauses (a), (b), and (c) above, (i) Developer, Authority and City shall dismiss the Litigation, (ii) Developer, Authority, City, and the Successor Agency shall enter into a mutual release of claims related to the Litigation and the existing horizontal improvements, and (iii) Authority and City shall assist and support Developer in finalizing a mutual release with RE Solutions related to the Litigation. The forms of the mutual releases are attached hereto as Exhibit A and Exhibit B.

3. **DUE DILIGENCE.**

3.1 Due Diligence Documents. Immediately upon execution of this Amendment, City shall provide Developer access to any reports, information, and documents in City's possession, custody or control related to the Cell 2 Site and reasonably necessary for Developer and its consultants to undertake and complete the inspection and review of the previously constructed Remedial Systems and Site Development Improvements, title, utilities, infrastructure and any other matters associated with the development of the Cell 2 Site, including, but not limited to, any reports, contracts, information and documentation related to remediation of the 157 Acre Site; provided, however, that City does not have to provide access to documents that the Authority has

separately provided to Developer. City represents and warrants that to the best of its knowledge the reports, information, contracts, agreements and documents provided by City to Developer pursuant to the immediately preceding sentence constitute all of the reports, information, contracts, agreements and documents in the possession, custody or control of City and its consultants, sub-consultants and subcontractors regarding the condition of the 157 Acre Site (including, without limitation, the remediation, construction and regulatory status thereof) other than documents that the City has confirmed the Authority has separately provided to Developer.

3.2 Due Diligence Termination and Termination of Amendment. If during the Diligence Period, Developer provides Authority notice of its election to terminate the Amendment to Conveyancing Agreement, then this Amendment shall immediately become null and void and of no further force or effect, and the Parties may continue with the Litigation or other actions pursuant to the Project Agreements as they existed prior to the effective date of this Amendment.

3.3 Termination of Third-Party Agreements. Except for the contracts expressly approved in writing by Developer to remain in effect, on or before the end of the Diligence Period, City shall terminate or cause to be terminated all contracts specifically related to the Cell 2 Site to which City is a party and that may result in or give rise to costs or liabilities for Developer, the Project or the Property, if any, and in connection therewith City shall obtain or cause to be obtained from the parties to such contracts appropriate releases, estoppel certificates and/or lien releases reasonably acceptable to Developer. City shall indemnify, protect and defend Developer from and against any claims made by vendors, contractors, or other third parties in connection with agreements made with City related to the Cell 2 Site that are not terminated or released as provided for herein.

4. **DEVELOPMENT AGREEMENT IN FULL FORCE.** The Parties acknowledge and agree that the Development Agreement is in full force and effect and is a binding obligation on the Parties, and the Parties agree that, upon the dismissal of the Litigation and full execution of the releases as provided for in Section 2 herein, there are no existing Defaults under the Development Agreement.

5. **EXHIBITS.** The following Exhibits to the Development Agreement are amended hereby as follows:

5.1 In the event that Exhibit 1.9.1 to the Conveyancing Agreement is amended pursuant to the terms of the Amendment to Conveyancing Agreement, Exhibit C-3 (Pylon Sign Easement Area and Location of Pylon Signs) to the Development Agreement shall be deleted and replaced consistent with the amended Exhibit 1.9.1 to the Conveyancing Agreement.

5.2 In the event that Exhibit 5.3 to the Conveyancing Agreement is amended pursuant to the terms of the Amendment to Conveyancing Agreement, Exhibit E (List of Offsite Improvements with Projected Costs) to the Development Agreement shall be deleted and replaced with the amended Exhibit 5.3 to the Conveyancing Agreement, and the definition of "Offsite Improvements" in Section 1.83 and Exhibit "E" of the Development Agreement, Exhibit "H" (SEIR Mitigation Measures) and Exhibit "I" (Conditions of Approval) shall be amended consistent with the revisions to Exhibit 5.3. The Director is authorized hereby, with the concurrence of the City Attorney, to amend Section 1.83 and Exhibits "E," "H" and "I" of the Development Agreement consistent with the amended Exhibit 5.3.

5.3 The Parties understand that the information in Exhibit “L” to the Development Agreement may need to be updated to reflect changes in the schedule. During the Diligence Period, Developer shall update and revise Exhibit “L”, which modifications shall be consistent with the Project Schedule as approved pursuant to the Amendment to the Conveyancing Agreement. The Director is authorized hereby to replace Exhibit “L” of the Development Agreement upon receipt of an updated Exhibit “L” from Developer.

5.4 In the event that Exhibit 5.7 to the Conveyancing Agreement is amended pursuant to the terms of the Amendment to Conveyancing Agreement, Exhibit “M” (Insurance Administration Agreement) to the Development Agreement shall be deleted and replaced with the amended Exhibit 5.7 to the Conveyancing Agreement.

5.5 [The Parties understand that the information in Exhibit “F” to the Development Agreement needs to be updated to reflect the costs of operation and maintenance of the Remedial Systems rather than construction costs. During the Diligence Period, the Parties, together with the Remainder Developers, shall cooperate to update and revise Exhibit “F” to reflect the costs of operation and maintenance of the Remedial Systems rather than construction costs, and the Director is authorized hereby, with the concurrence of the City Attorney, to replace Exhibit “F” accordingly.]

6. **DELETED SECTIONS.** The following Sections of the Development Agreement are deleted in their entirety hereby and replaced with “Intentionally Omitted”: 4.5 and 11.10

7. **AMENDED SECTIONS.**

7.1 Section 1.104 of the Development Agreement is amended and restated in its entirety hereby to read as follows:

Sales Tax Assistance. “Sales Tax Assistance” means the reimbursement to Authority to Developer of the Total Recovery Amount (as defined in the Conveyancing Agreement), which reimbursement shall be funded by payments by City to Authority pursuant to the Cooperation Agreement. The Sales Tax Assistance is generally described as up to fifty percent (50%) of the sales taxes resulting from operation on the Developer Property for a term of up to thirty-two (32) years.

7.2 The first sentence of Section 3.1 of the Development Agreement is amended to replace “twenty-five (25) years” with “thirty-two (32) years”.

7.3 The penultimate sentence of Section 5.7 of the Development Agreement is amended to replace “after June 30, 2023” with “after June 30, 2028”.

7.4 Section 12.2 of the Development Agreement is amended to add “or Simon Property Group, L.P.” to the end of the sentence.

7.5 Section 14.4.3 of the Development Agreement is amended and restated in its entirety hereby to read as follows:



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

7.6 Developer Notices. Section 16.6.1 of the Development Agreement is amended hereby to update the notice recipients for Developer who are designated to receive notices as follows:

CAM-Carson LLC  
c/o Simon Property Group, Inc.  
225 West Washington Street  
Indianapolis, Indiana 46204-3438  
Attn: Steven E. Fivel, Esq.  
Email: [sfivel@simon.com](mailto:sfivel@simon.com)  
Telephone: (317) 263-7962

With a copy to:

CAM-Carson LLC  
c/o Simon Property Group, Inc.  
399 Park Avenue, 29th Floor  
New York, NY 10022  
Attn: Mark J. Silvestri  
E-mail: [msilvestri@simon.com](mailto:msilvestri@simon.com)  
Telephone: (212) 745-9614

## 8. MISCELLANEOUS.

8.1 No Further Amendment. All other terms and conditions of the Development Agreement that are not modified by this Amendment shall remain in full force and effect.

8.2 Severability. If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment and to this end the provisions of this Amendment are intended to be and shall be severable.

8.3 Governing Laws. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.

8.4 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Headings. The Paragraph and Section headings in this Amendment are for convenience only and shall not be used in the interpretation or considered part of this Amendment.

*[rest of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties hereto have duly executed and delivered this Amendment as of the date first written above.

Dated: September \_\_, 2022

**CITY OF CARSON**, a general law California municipal corporation

By: \_\_\_\_\_  
Lula Davis-Holmes, Mayor

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sunny K. Soltani  
City Attorney

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

STATE OF CALIFORNIA

} ss:

*Signature Pages to Amendment to Development Agreement*

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_

\_\_\_\_\_, a Notary Public, personally appeared Lula Davis Holmes who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Dated: September \_\_\_\_\_, 2022

**CAM-CARSON LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_  
[ ● ]

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

STATE OF CALIFORNIA } ss:

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_

\_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_

\_\_\_\_\_ who proved to

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**CARSON RECLAMATION AUTHORITY**, a California Joint Powers Authority, as owner in Fee Simple of the 157 Acre Site described in the Development Agreement, hereby accepts and agrees to the execution, delivery, and recordation of this Amendment.

Dated: September \_\_\_\_\_, 2022

**CARSON RECLAMATION AUTHORITY**, a  
California Joint Powers Authority

By: \_\_\_\_\_  
Lula Davis-Holmes, Chair

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Authority Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Sunny K. Soltani  
Authority Counsel

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss:

On \_\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_, a Notary Public, personally appeared Lula Davis Holmes

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT A

**FORM OF MUTUAL RELEASE  
(DEVELOPER AND CITY, AUTHORITY, AND THE SUCCESSOR AGENCY)**



EXHIBIT B

**FORM OF MUTUAL RELEASE  
(DEVELOPER AND RE-SOLUTIONS)**

**EXHIBIT "L"**  
**SCHEDULE OF PERFORMANCE**

**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

	<b>Relevant Policy</b>	<b>Analysis of Project Consistency</b>
LU-6.3	Consider establishing minimum land use density requirements in certain areas such as mixed-use zones to provide more efficient, consistent, and compatible development patterns while also promoting greater potential for pedestrian and transit oriented development.	The proposed modified Project would be implemented under the SPA which allows for mixed-use development in an efficient manner. Density and height limits would allow for mid-rise residential development including densities up to 60 du/ac. The proposed modified Project includes provision for pedestrian and bicycle transit and can be linked to nearby public transit routes.
LU-6.6	Attract land uses that generate revenue to the City of Carson, while maintaining a balance of other community needs such as housing, open space, and public facilities.	The proposed modified Project would include up to approximately 1,834,333 sq.ft. of commercial use that would be generating revenue to the City. The proposed modified Project, in combination with the 300 units entitled for construction on DD3, could add up to 1,550 housing units if fully developed, intermixed with plazas and open space.
LU-7.2	Locate truck intensive uses in areas where the location and circulation pattern will provide minimal impacts on residential and commercial uses.	Commercial loading areas would be screened where appropriate and truck loading activities would be set back from residential uses to minimize impacts on residential uses. Loading areas are located in areas on the Project site that would minimize conflicts with commercial uses.
LU-7.3	Promote the use of buffers between more intensive industrial uses and residential uses.	The proposed modified Project would include no industrial uses. New residential development would not be located adjacent to intensive industrial uses.
LU-8.1	Amend the Zoning Ordinance to provide for those Mixed Use areas identified on the General Plan Land Use Plan.	The land use for the Project site is Mixed-Use Residential. Since the approval of the approved Specific Plan in 2006, the zoning for this site has been consistent with the Mixed-Use land use designation. <sup>15</sup>
LU-8.3	Locate higher density residential uses in proximity to commercial centers in order to encourage pedestrian traffic and provide a consumer base for commercial uses.	The proposed modified Project includes the potential for high density residential development within a mixed-use project containing up to 1,834,833 sq.ft. of commercial activity. The SPA includes a pedestrian circulation system that connects the various components of the Project site.
LU-11.1	Target potential sites or areas for the development of signature projects.	Project implementation would create a signature project at a location that has been identified as being conducive to such a project, due to the Project site’s location along the I-405 Freeway, visual accessibility from the I-405 Freeway and its location within the central area of Carson.

<sup>15</sup>As part of the 2006 amendment to the General Plan (No. 13-05), LU-IM-8.1 was revised to state: “The area formerly occupied by Cal Compact, along the 405 Freeway, uses to be permitted include a mix of High Density Residential, General Commercial, and Regional Commercial.”

**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

	<b>Relevant Policy</b>	<b>Analysis of Project Consistency</b>
LU-11.2	Encourage development of desired uses such as quality retail, restaurant uses, and entertainment in targeted areas.	The proposed modified Project would include up to 1,834,833 sq.ft. of commercial space on the Property. Based on the current Conceptual Project Components Plan, up to 711,500 sq.ft. of luxury outlet retail uses, 100,000 sq.ft. is designated for restaurants, and 130,000 sq.ft. is designated for commercial recreation/entertainment. The SPA would encourage the development of these use within a concentrated area within the City.
LU-12.3	Review landscape plans for new development to ensure that landscaping relates well to the proposed land use, the scale of structures, and the surrounding area.	The SPA establishes landscaping concepts for the various areas of the Project site and identifies a palette of permitted plans. The SPA requires site plan and design review for compliance with the SPA to ensure that the proposed landscape plan is consistent with the General Plan objectives and the more-specific requirements of the SPA.
LU-12.5	Improve City appearance by requiring landscaping to screen, buffer and unify new and existing development. Mandate continued upkeep of landscaped areas.	The SPA requires that landscaping within the Property should be consistent in design and cohesive among planning areas. The SPA incorporates landscape requirements to buffer commercial uses from existing residential uses to the south and west of the Project site and requires development setbacks to establish additional buffers. Developers shall be responsible for maintaining landscaped areas within the Property.
LU-13.1	Promote a rhythmic and ceremonial streetscape along the City's arterial roadways, continuing the use of landscaped medians.	The Project continues to promote maintenance of landscaped medians throughout the City. In addition, landscaping is required by the SPA along internal public streets, and the SPA identifies landscaping concepts for each of the roadways.
LU-13.3	Continue and, when possible, accelerate the undergrounding of utility lines throughout the City.	Per Section 5.3.4 of the SPA, utility lines would be placed underground whenever feasible.
LU-13.4	Encourage architectural variation of building and parking setbacks along the streetscape to create visual interest, avoid monotony and enhance the identity of individual areas.	Once adopted, the Property would be subject to the Design Guidelines in Section 7 of the SPA, which cover site and landscape design standards, as well as architectural standards for each planning area. Other improvements, such as dedicated public plazas and public art, are required in the Entertainment Area and enhance the quality of the pedestrian environment.
LU-13.5	Continue to require landscaping treatment along any part of a building site which is visible from City streets.	Del Amo Boulevard and Main Street are designated as landscape theme areas in the SPA. Landscaping would also be provided along the internal streetscapes, including along Street A and public portions of Street B, which would be designated as a public street.

**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

	<b>Relevant Policy</b>	<b>Analysis of Project Consistency</b>
LU-13.7	Ensure proper maintenance of parkways along arterial streets and landscaping of private property visible from the public right-of-way.	The City would be responsible for maintaining parkways along arterial streets, and the developer(s) would be responsible for installing and maintaining landscape in privately owned areas visible from public right-of-way.
LU 14.1	Work with Caltrans to provide and maintain an attractive freeway environment in Carson, including access ramps.	The SPA provides landscape and signage guidelines for the Property and includes a Freeway Edge theme area facing the I-405 Freeway to ensure consistency of signage and plantings in this area. The City would continue to be responsible for the landscape and maintenance of the slope, and would coordinate with Caltrans to ensure acceptable design.
LU-14.2	Require new commercial or industrial development adjacent to and visible from freeways and freeway ramps to incorporate full architectural and landscape treatment of the building on the freeway side.	Landscape standards in the SPA and landscape, site design, and architectural guidelines in SPA Section 7 provide standards for building treatment for development and landscaping on the Property. Buildings would provide a signature entry into the City of Carson. Additionally, final architectural designs are subject to administrative review and approval by the City prior to issuance of building permits.
LU-14.4	Provide entry markers with landscaping on the major arterials.	Project entries from arterials roads are designated within the SPA as “Entries” landscape theme areas, and would be subject to enhanced landscaping standards.
LU-15.1	Encourage the location of housing, jobs, shopping, services and other activities within easy walking distance of each other.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, includes mixed uses with up to 1,550 residential units and up to 1,834,833 sq.ft. of commercial use within the Property. The conceptual site design within the SPA includes a pedestrian circulation system that connects the various components of the Property, thereby facilitating the type of pedestrian activity targeted by this policy.
LU-15.2	Maintain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live in Carson.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, could construct up to 1,550 units in total if fully built, which would contribute to the range of housing opportunities within the City of Carson.
LU-15.3	Ensure that community transportation facilities are connected to a larger transit network.	The proposed modified Project’s internal circulation system would provide access to Main Street and Avalon Boulevard via Del Amo Boulevard, with accessibility to the I-405 Freeway via the ramp constructed at Avalon Boulevard. In addition, new bus stops may be located on Street A and/or Del Amo Boulevard.

**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

	<b>Relevant Policy</b>	<b>Analysis of Project Consistency</b>
LU-15.4	Develop a center focus within the community that combines commercial, civic, cultural and recreational uses.	The Project site is located within the central part of the City. The proposed modified Project’s development with a variety of commercial and entertainment venues would contribute development at a location amidst the Carson Civic Center, the StubHub Center, California State University at Dominguez Hills, the South Bay Pavilion, and the Victoria Golf Course and Park, thus adding to the centrality of such community uses.
LU-15.5	Ensure that the design of public spaces encourages the attention and presence of people at all hours of the day and night.	The proposed modified Project is anticipated to offer entertainment and dining as well as shopping opportunities. These activities would continue into the evening hours. The SPA includes standards for public art and landscaping to enhance the public spaces.
LU-15.6	Ensure development of pedestrian oriented improvements which provide better connections between and within all developments while reducing dependence on vehicle travel.	The proposed modified Project includes an internal system of pedestrian sidewalks and pathways that would interconnect all portions of the Property.

**CITY OF CARSON GENERAL PLAN, HOUSING ELEMENT (2014-2021)—POLICIES**

H-1.3	Promote economic well being of the City by encouraging the development and diversification of its economic base.	The proposed modified Project would include up to 1,834,833 sq.ft. of commercial uses. Commercial uses are anticipated to include a broad array of uses; e.g., regional commercial, including outlet uses, neighborhood commercial, restaurants, commercial recreation/entertainment, and hotel uses. Within specific retail sectors, development on the Property is not anticipated to result in short- or long-term impacts to the regional commercial sector but is projected to have a short-term negative effect on the local-serving commercial sector. However, it is forecasted that these short-term effects would be substantially reduced in the long term as household growth continues into the future.
H-1.5	Establish and maintain development standards that support housing development while protecting the quality of life.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, would provide up to 1,550 housing units. These housing units would be developed subject to development and design guidelines established in the SPA, addressing such items as but not limited to site planning, building massing, color and materials, and building detailing.

**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

	<b>Relevant Policy</b>	<b>Analysis of Project Consistency</b>
H-2.2	Assure residential safety and security	Residential, mixed-use, and commercial development would be subject to the lighting standards set forth in SPA Section 6.7, which provide minimum nighttime standards to ensure safety. In addition, a Community Safety Center would be provided for the proposed modified Project for use by the Property's private security force and the Los Angeles County Sheriff's Department.
H-2.7	Require excellence in the design of housing through the use of materials and colors, building treatments, landscaping, open space, parking, environmentally sensitive and sustainable building design.	Residential and residential mixed-use buildings would be required to comply with the site design, landscape, and architectural standards established in SPA Section 6.4 and Section 7. The architectural intent of the proposed modified Project is to create a development that serves as a signature gateway into the City of Carson, and provides significant aesthetic improvement over the existing landfill.
H-3.1	Facilitate and encourage diversity in types, prices, ownership, and size of single-family homes, apartments, townhomes, mixed-use housing, transit-oriented development, and live-work housing.	The proposed housing units (up to 1,550 units in total with the 300 units entitled for construction on DD3) would add multi-family residential units of varying sizes, which would increase the variety of housing opportunities within the City. In addition, the proposed modified Project allows for residential development in close proximity to commercial development, and live-work housing is permitted in portions of the Project site.
H-3.2	Work to expand the resource of developable land by making underutilized land available for development.	The proposed modified Project would put to productive use a contaminated, former landfill/brownfield site, via site remediation through implementation of the RAP.
H-3.6	Promote the development of multifamily housing.	The SPA designates approximately 15 acres in PA 1 and PA 2 permitting multi-family residential units at densities of up to 60 du/ac (or on PA 1, at greater density, up to 80 du/ac with a General Plan amendment).
H-3.7	Encourage residential development along transit corridors and in close proximity to employment, transportation and activity centers.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, provides for up to 1,550 residential units in mixed-use buildings or in close proximity to a major commercial center. Additionally, the proposed modified Project is in close proximity to several other major commercial centers, as well as the StubHub Center.

**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

	<b>Relevant Policy</b>	<b>Analysis of Project Consistency</b>
<b><u>CITY OF CARSON GENERAL PLAN, ECONOMIC DEVELOPMENT ELEMENT (2013)—POLICIES</u></b>		
ED-1.2	Encourage the development of quality housing.	The proposed modified Project, in combination with the 300 residential units entitled for construction on DD3, would include up to 1,550 new housing units. These units would be required to meet SPA standards for building design, landscaping, and other development standards, including security requirements, minimum open space standards and development of recreational opportunities for residents, and interior noise level restrictions that would encourage development of quality housing.
ED-1.4	Strengthen the physical image of Carson through visual enhancement along freeway corridors, major traffic routes, and areas adjoining residential neighborhoods. To this end: Aggressively pursue code enforcement activities; Develop good design standards; and Establish a City identity.	The proposed modified Project has been designed to take advantage of its location adjacent to the I-405 Freeway. The proposed modified Project would (1) present a substantial new development along the freeway edge that would attract public attention; (2) provide identification of the proposed modified Project’s visitor-oriented commercial recreation/entertainment activities through building placement and/or signage; (3) include, through SPA requirements, a set of sign and landscape standards and guidelines that would integrate the proposed modified Project’s proposed signage program with the overall aesthetic concept for the proposed modified Project; and (4) include, through the SPA, provisions for landscaping/aesthetic treatment along the proposed modified Project’s freeway edge.
ED-1.6	Provide appropriate infrastructure to support economic development.	The proposed modified Project would include an internal infrastructure system that is designed to meet all onsite uses and would not have significant impacts on existing services.
ED-2.7	Identify unique economic opportunities, such as niche markets, that will allow the city to capitalize on the city’s location in Southern California, the community’s cultural diversity, and the tourism industry in the region.	The proposed modified Project would provide a regional facility in a mixed-use development, visibly noticeable along a major freeway corridor. The large scale of the proposed modified Project and the proposed mix of visitor and local serving uses would create an opportunity to support a large range of uses, including specialized markets, and the outlet uses would provide a new tourist destination in the City.
ED-2.8 (formerly and in FEIR, ED-3.6)	Capitalize on potential physical and market linkages among land uses.	The proposed modified Project is a mixed-use project that, together with the 300 units on DD3, would include up to 1,550 units. These uses would provide an estimated 4,550 new residents that would support the proposed modified Project’s commercial components.  The population growth generated proposed modified Project would also support other commercial enterprises in the vicinity of the Property, and the commercial component would serve populations in surrounding neighborhoods.



**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

	<b>Relevant Policy</b>	<b>Analysis of Project Consistency</b>
ED-3.3 (formerly and in FEIR, ED-4.3)	Support public/private efforts and link infrastructure and service costs with development projects.	The proposed modified Project is a remediation and infrastructure project financed through a combination of public and private funds, and a series of private development projects financed by applicants and developed upon land currently owned by the Carson Planning Reclamation Authority. The project includes public financing mechanisms that could include, but are not limited to, community facilities districts and state and federal funding that may become available.
ED-3.4 (formerly and in FEIR, ED-4.4)	Encourage development opportunities that increase economic gains to the City.	The proposed modified Project would include up to 1,834,833 sq. ft. of space for commercial development. Commercial activities would include a broad array of uses; e.g., regional commercial, neighborhood commercial, restaurants, commercial recreation/entertainment, and hotel uses that would generate additional tax revenues for the City. Within specific retail sectors, development on the Property is not anticipated to result in short- or long-term impacts to the regional commercial sector but is projected to have a short-term negative effect on the local-serving commercial sector. However, it is forecasted that these short-term effects would be substantially reduced in the long term as household growth continues into the future.
ED-6.1 (formerly and in FEIR, ED-7.1)	Encourage the diversification of land uses, while not alienating existing businesses or industries requiring space in Carson.	The proposed modified Project would increase the diversification of land uses by (1) adding substantial amounts of new commercial and residential development; (2) including commercial activities that do not presently occur, or are non-present in the City; e.g., outlet and certain types of commercial recreation/entertainment; (3) including housing that varies in density and relationship to commercial activity from the existing prevalent housing. The City has large amounts of industrial land available, including sites in the vicinity of the proposed modified Project, most of it located in districts better suited for industrial activity than the proposed modified Project. Within specific retail sectors, development on the Property is not anticipated to result in short- or long-term impacts to the regional commercial sector but is projected to have a short-term negative effect on the local-serving commercial sector. However, it is forecasted that these short-term effects would be substantially reduced in the long term as household growth continues into the future.

**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

<b>Relevant Policy</b>		<b>Analysis of Project Consistency</b>
ED-6.2 (formerly and in the FEIR, ED-7.2)	Improve the actual and perceived image of the City through improved design standards, amenities, security, continuing public improvements and positive advertising campaigns.	Development on the Property would occur pursuant to various design and development standards established in the SPA to ensure harmonious relationships between uses; e.g., standards regarding site planning, building massing, color and materials, building detailing, etc. These standards are more detailed than those currently included within the City Zoning Ordinance.
ED-8.1	Identify target or niche industries or companies suitable for Carson looking for large areas of space, diversifying the economic base.	The SPA allows for the possibility of outlet uses, which would serve as a regional draw to Carson, as well as attracting a significant tourist clientele. The outlets, proposed for PA 2, would occupy approximately 46 acres of land.
ED-9.2	Encourage development of desired uses such as quality retail, restaurant uses, and entertainment in target areas	The proposed modified Project's proposed commercial uses include regional commercial, neighborhood commercial, restaurants, commercial recreation/entertainment, and hotel uses, all organized in a visitor-oriented district. The proposed modified Project is of sufficient size to offer a range of such uses and support the anticipated inclusion of quality retail and restaurant uses. The proposed modified Project is located within the City at a highly visible location, one targeted for such development in existing plans.
ED-10.1 (formerly and in FEIR, ED-11.1)	Encourage the revitalization and cleanup of underutilized and contaminated land.	The proposed modified Project would put to productive use a contaminated, former landfill/brownfield site, via site remediation through implementation of the RAP.
ED-10.2 (formerly and in FEIR, ED-11.2)	Maintain proper infrastructure levels and flexible financing options to encourage remediation and revitalization of brownfields.	The proposed modified Project is a remediation and infrastructure project financed through a combination of public and private funds, and a series of private development projects financed by applicants and developed upon land currently owned by the Carson Planning Reclamation Authority. The project includes public financing mechanisms that could include, but are not limited to, community facilities districts and state and federal funding that may become available.
ED-10.3 (formerly and in FEIR, ED-11.3)	Understand and promote available land inventory and initiate strategies to develop balanced land use planning.	The proposed modified Project would put to productive use a contaminated, former landfill/brownfield site, via site remediation through implementation of the RAP. It would increase the amounts of housing and commercial activity within the City. Further, it would implement a mixed-use development with a mix/balance of uses that could serve as a model for mixed-use development.

**Table IV.A-1**

**Proposed Modified Project Consistency with City of Carson General Plan**

	<b>Relevant Policy</b>	<b>Analysis of Project Consistency</b>
ED-10.4 (formerly and in FEIR, ED-11.4)	Encourage development of compatible uses and phase out non-conforming uses.	The SPA authorizes development of a vertically or horizontally integrated mixed-use project and encourages interaction among these uses to promote a lively community center. The SPA also recognizes the security and privacy needs of residents and contains standards and guidelines to shield on-site residential uses from the noise and activity likely to take place at the Property’s commercial sites. The proposed modified Project’s commercial activity would avoid conflict with residential development to the south and southwest of the Project site due to vertical and horizontal distance, an intervening landscaped slope and design features for that development.

**OPEN SPACE AND CONSERVATION ELEMENT**

OS-1.2	Maintain existing landscaping along the City’s major streets and expand the landscaping program along other arterial streets throughout the community.	Del Amo Boulevard and Main Street are designated as one of the landscape theme areas in the SPA. Project entries from arterials roads are designated within the SPA as “Entries” landscape theme areas and would be subject to enhanced landscaping standards. Landscape would also be required along the internal streetscapes, including along Street A and public portions of Street B, which would be designated as a public street.
OS-1.3	Require that adequate, usable and permanent private open space is provided in residential developments.	Open space is required for residential development in Section 5.2 of the SPA. Additional requirements for private open space on the Property are detailed in SPA Table 6.2-1, General Development Standards.
OS-4.3	Facilitate physical collection of recyclable waste.	Per SPA Section 5.3.4, the proposed modified Project is required to provide recycling services for construction debris, and general recycling for residential and commercial uses should be continued after construction ends. A comprehensive recycling plan should be submitted with site plan and design submittals to the City.

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*SOURCE: RE Solutions, 2017.*

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