



**Carson Reclamation Authority  
SPECIAL MEETING**

**Wednesday, January 29, 2025  
701 East Carson Street  
City Hall**

**1:00 PM**

**Lula Davis-Holmes, Authority Chair**

**Cedric Hicks, Authority Vice Chair**

**Ray Aldridge, Jr., Board Member**

**Lillian Hopson, Board Member**

**Dianne Thomas, Board Member**

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**This Agenda and corresponding staff reports can be found on the City of Carson website.**

***"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at 310-952-1720 at least 48 hours prior to the meeting." (Government Code Section 54954.2)***

- Treat everyone courteously
- Listen to others respectfully
- Exercise self-control
- Give open-minded consideration to all viewpoints
- Focus on the issues and avoid personalizing debate
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and rolls for forging sound decisions

**RULES OF DECORUM:**

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

**PUBLIC INFORMATION**

**The public may address the members of the Carson Reclamation Authority during the designated public comments. There will be two oral communication sessions: one for items ON the agenda; another for matters NOT on the agenda but within the jurisdiction of the Authority. Comment time is limited to 3 minutes.**

**All are urged to take appreciate health safety precautions before entering Carson City Hall. Wearing a mask is not required but is highly recommended, especially by those who are experiencing any airborne illness symptoms.**

**IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:**

- **Email:** Public comments can be emailed to [cityclerk@carsonca.gov](mailto:cityclerk@carsonca.gov). The cut off time to submit any e-mail communications is by 11:00 a.m. the day of the meeting.
- **Written:** Written comments can be dropped off at the City Clerk's Office. The cut off time to submit any written communications is 11:00 a.m. on the day of the meeting. Written comments dropped off to the City Clerk's Office or any e-mail received will not be read aloud during the meeting but will be circulated to the Board and incorporated into the record.

#### **PUBLIC VIEWING AVAILABLE BY:**

- **Livestream on the City's website:** The meeting will be streamed live over the internet via : [www.carsonca.gov](http://www.carsonca.gov)
- **Y o u t u b e :** [www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage](http://www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage)
- **Cable TV:** Spectrum (Channel 35) and ATT (Channel 99)

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (1:00PM)

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ROLL CALL (AUTHORITY SECRETARY)

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FLAG SALUTE

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INVOCATION

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CLOSED SESSION

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#### **2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

##### **RECOMMENDED ACTION**

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

#### **3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

##### **RECOMMENDED ACTION**

— A closed session will be held, pursuant to Government Code Section 54956.8, to enable the Carson Reclamation Authority to consider negotiations with Carson Goose Owner, LLC., with whom Authority is negotiating, and to give direction to its negotiator John Raymond, Executive Director regarding that certain real property consisting of approximately 86.5 acres located at 20400 Main Street, Carson (Cells 3, 4, 5). The Authority's real property negotiator will seek direction from the Authority Board regarding the price and terms of payment for the property.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

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ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

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RECESS INTO CLOSED SESSION

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RECONVENE INTO OPEN SESSION

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REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

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ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

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The public may address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority. No action may be taken on non-agendized items except as authorized by law. Speakers are limited to no more than three minutes, speaking once.

## DISCUSSION

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1. CONSIDER AN AMENDED AND RESTATED OPTION AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH CARSON GOOSE OWNER, LLC , A DELAWARE LIMITED LIABILITY COMPANY, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, ACTING AS THE ESCROW HOLDER AND TITLE COMPANY, FOR CELLS 3, 4, AND 5 OF THE FORMER CAL COMPACT LANDFILL

### RECOMMENDED ACTION

- APPROVE the Amended and Restated Option Agreement and Joint Escrow Instructions with Carson Goose Owner, LLC and Fidelity National Title Insurance Company, in a form acceptable to the Authority Counsel
- AUTHORIZE the Executive Director to execute the Agreement and all related documents.

## ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

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## ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

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## ADJOURNMENT

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*Date Posted: January 28, 2025*



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File #:

Version:

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## Report to Carson Reclamation Authority

Wednesday, January 29, 2025, 1:00 PM

CLOSED SESSION 1.

To: Carson Reclamation Authority  
From: John Raymond, Executive Director  
Subject: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

### I. SUMMARY

### II. RECOMMENDATION

A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

### III. ALTERNATIVES

### IV. BACKGROUND

### V. FISCAL IMPACT

### VI. EXHIBITS



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File #:

Version:

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## Report to Carson Reclamation Authority

Wednesday, January 29, 2025, 1:00 PM

CLOSED SESSION 2.

To: Carson Reclamation Authority  
From: John Raymond, Executive Director  
Subject: CONFERENCE WITH REAL PROPERTY NEGOTIATOR

### I. SUMMARY

### II. RECOMMENDATION

A closed session will be held, pursuant to Government Code Section 54956.8, to enable the Carson Reclamation Authority to consider negotiations with Carson Goose Owner, LLC., with whom City is negotiating, and to give direction to its negotiator John Raymond, Executive Director, regarding that certain real property 20400 Main Street (Cells 3, 4, 5). The City's real property negotiator will seek direction from the Board regarding the price and terms of payment for the property.

### III. ALTERNATIVES

### IV. BACKGROUND

### V. FISCAL IMPACT

### VI. EXHIBITS



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File #:

Version:

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## Report to Carson Reclamation Authority

Wednesday, January 29, 2025, 1:00 PM

DISCUSSION 3.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER AN AMENDED AND RESTATED OPTION AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH CARSON GOOSE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, ACTING AS THE ESCROW HOLDER AND TITLE COMPANY, FOR CELLS 3, 4, AND 5 OF THE FORMER CAL COMPACT LANDFILL

### I. SUMMARY

The Option Agreement with Carson Goose Owner, LLC, a Delaware limited liability company and and Fidelity National Title Insurance Company, a California corporation, acting as the escrow holder and title company ("Option Agreement" or "Option") is defined, collectively, as the Option Agreement and Joint Escrow Instructions dated as of December 20, 2020, as amended by Assignment of Option Agreement and Joint Escrow Instructions dated as of January 15, 2021, Amendment to Option Agreement and Joint Escrow Instructions dated as of October 4, 2022, Second Amendment to Option Agreement and Joint Escrow Instructions dated as of May 15, 2023, Third Amendment to Option Agreement and Joint Escrow Instructions deemed effective as of September 20, 2020, written extension granted on December 28, 2023, and Fourth Amendment to Option Agreement and Joint Escrow Instructions dated as of December 28, 2023, an extension letter granted on March 4, 2024, a Fifth Amendment to Option Agreement and Joint Escrow Instructions approved on June 18, 2024, and an extension letter granted on January 20, 2025.

This Amended and Restated Agreement ("Agreement") incorporates all of the prior amendments into the Option Agreement, creating a single, clear understanding of the transaction among the parties before closing occurs. It also finalizes the language in the numerous exhibits which are attached to the Agreement and which are also approved with the approval of the Agreement. The Agreement is 99% complete and the understanding of the parties is that there are no proposed language changes which would change the business deal. As such, however, the recommendation is for approval of the Agreement in a form acceptable to the Authority Counsel so that minor wordsmithing can occur without having to bring the Agreement back to the Board.

### II. RECOMMENDATION

1. **APPROVE** the Amended and Restated Option Agreement and Joint Escrow Instructions with Carson Goose Owner, LLC and Fidelity National Title Insurance Company, in a form acceptable to the Authority Counsel

### III. ALTERNATIVES

1. **TAKE** another action the Board deems appropriate.

### IV. BACKGROUND

The history of the Option Agreement and the amendments is described above, culminating in this Amended and Restated Option Agreement. This Agreement, and not the Original Option Agreement, shall govern and control Developer's acquisition of the Property as described below.

The Site. The Authority is the owner of approximately 157 gross acres of real property located in the City of Carson known as the former Cal-Compact Landfill. The 157 Acre Site is divided into five (5) cells, each of which must be wholly developed in a single phase. The 157 Acre Site has also been vertically subdivided into a surface lot (APN 7336-010-905) (the "Surface Lot") and a subsurface lot (APN 7336-010-903) (the "Subsurface Lot"), which lots are referenced as Parcel 1 (Subsurface Lot) and Parcel 2 (Surface Lot) of Parcel Map No. 70372 (per map filed in Book 377 Pages 76-89, inclusive, of maps in the Office of the County Recorder for Los Angeles County).

Environmental Conditions. The 157 Acre Site was operated as a landfill prior to the incorporation of the City of Carson ("City") in 1968 and as a result, has soil and groundwater contamination that requires substantial remediation in order to allow for any vertical development of the 157 Acre Site. Since it a former landfill site, on October 25, 1995, the California Department of Toxic Substances Control ("DTSC") approved a Remedial Action Plan ("RAP") for the upper Operable Unit portions of the 157 Acre Site, which RAP requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, a landfill gas collection and control system, and a groundwater extraction and treatment system on the Site, including the Property (defined below) ("Remedial Systems"). In addition to the RAP, certain Consent Decrees were issued for the 157 Acre Site by DTSC in December 1995 ("1995 Consent Decree"), March 2001 and February 2004 to resolve claims made regarding the resolution of the contamination issues afflicting the Site (the "Consent Decrees"); the 1995 Consent Decree applies to the remedial obligations for the Upper Operable Unit of the Site. In addition, the development of the 157 Acre Site is subject to the terms and conditions set forth in that certain document entitled Management Approach to Phased Occupancy (File No. 01215078.02), approved by DTSC in April 2018 (the "MAPO") and the letter regarding phased development matters, issued by DTSC to the Authority, dated October 17, 2017 (the "Phased Development Letter"). The Site is also encumbered by a Land Use Covenant and Agreement Regarding Environmental Restrictions ("LUC") recorded on December 13, 2023 as Instrument 20230872669 in the Official Records of Los Angeles County.

Remainder Cells. While the Cell 2 Project was under development, the Authority went through several cycles of soliciting development proposals which would meet the requirements of the Prior Specific Plan for Cells 3, 4, and 5. The Surface Lot portion of such property includes all of the 14 numbered lots included on the Tract Map; the Subsurface Lot and Surface Lot of the Property are collectively referred to herein as the "Remainder Cells", which consists of approximately 86.83 net acres. A variety of proposals were considered but did not reach the stage of a development agreement. The most recent process commenced on October 3, 2019, when the Authority publicly issued a new Invitation to Propose. Following receipt of seven development proposals from various development teams (including Faring, an affiliate of Developer), multiple interviews and negotiations with each of the teams, Authority decided to go forward to negotiate a potential development project for the Property, subject to the terms and conditions of the Option Agreement.

Project Entitlements. Pursuant to the terms of the Option Agreement, Developer proposed to build a new development on the Property which required an amendment to the Prior Specific Plan and General Plan, and corresponding environmental review under CEQA. On May 23, 2022, the Carson City Council voted to certify a Supplemental EIR (the "SEIR"), together with a Mitigation Monitoring and Reporting Program ("MMRP"), and approve other discretionary entitlements for the development of the Property, including but not limited, to The District at South Bay Specific Plan Amendment No. 3, dated May 23, 2022 (the "Specific Plan"), General Plan Amendment No. GPA 112-2021, Development Agreement No. 29-2021 between the City and Developer ("Original Development Agreement") and ancillary approvals to permit a development project on the Property that includes (i) up to six light industrial buildings (providing for e-commerce/fulfillment center uses and distribution center/parcel hub uses) consisting of a maximum of 1,567,090 square feet, inclusive of 75,000 square feet of associated office space, (ii) an 11.12 acre community amenity and commercial restaurant and retail area, with a variety of programmed passive and active open spaces (known and referred to as the "Carson Place"), and (iii) associated signage (such project, as defined more particularly in the Original Development Agreement and SEIR, and as shown on Exhibit D in the Agreement, is referred herein as the "Project"). Subsequently, the City and Developer entered into a Settlement Agreement and Mutual Release, dated February 28, 2024 (the "DA Settlement Agreement") and the City approved a Minor Modification to the Development Agreement dated February 29, 2024 ("Minor Modification"). The foregoing Project entitlements, permits, and approvals, and the Tract Map are collectively referred to herein as the "Required Approvals."

Subdivision Map. The Surface Lot of the Remainder Parcels has been subdivided into 14 lots pursuant to a map entitled Tract No. 83481 recorded in the Official Records on November 9, 2023 with recording information of Book 1445, Pages 53 through 66, of Maps ("Tract Map").

Option. In December 2020 the Authority granted to Developer the option ("Option") subject to the terms and conditions of this Agreement, to acquire the Property and Other Ownership Rights pursuant to a Grant Deed ("Grant Deed") and enter into or effectuate the Option Documentation subject to the terms and conditions in this Agreement. Developer's acquisition of the Property and Other Ownership Rights pursuant to the Option and the development of its proposed Project shall be subject to the terms and conditions set forth in Exhibit E in the Agreement, as well as the terms and conditions set forth in the MAPO, the Phased Development Letter, the LUC, the 1995 Consent Decree, and that certain Agreement and Covenant Not to Sue, made by Developer and DTSC, dated July 22, 2024 (the "PPA") (collectively, together with all other regulatory requirements applicable to the Remainder Cells imposed by DTSC or any other governmental agency, as well as all Environmental Laws (as defined below), are collectively referred to herein as the "Environmental Regulatory Requirements").

#### Rights and Obligations Under the Option

Rights Included in Option. The Developer's acquisition of the Property and Other Ownership Rights pursuant to the Option shall include all rights, privileges, easements, rights-of-way and appurtenances used or connected with the beneficial use or enjoyment of the Property, including without limitation, development rights and air rights. The easements to be transferred to Developer at Closing shall specifically include, but shall not be limited to, the following:

- a. Subjacent Support Easement. A nonexclusive perpetual easement over the Subsurface Lot of the Remainder Cells to a level 500 feet below the upper surface thereof, for support for the Project and the Property, which shall permit the Remedial Systems and any other uses not inconsistent with subjacent support of the Project, including, without limitation, the thousands of structural piles that will be installed by Developer to support the Project.
- b. Utility Easements. Nonexclusive perpetual easements for the delivery of water, gas, electricity, telephone, cable, fiber optic and other communications services and utilities, and the removal and drainage of sanitary waste and stormwater, located in the Subsurface Lot of the Remainder Cells and in/on the other portions of the 157 Acre Site, to connections to such facilities in the public streets or other publicly-owned locations.
- c. Subsidence Easements. A nonexclusive perpetual easement to permit encroachment of parking lots and similar improvements into the Subsurface Lot of the Remainder Cells by virtue of compaction and subsidence of soils and other materials underlying the Property, as described and depicted on Exhibit C, attached to the Grant Deed.
- d. Embankment Access. A nonexclusive perpetual easement to access, erect, maintain, power, repair and replace the Pylon Sign (as defined in Exhibit E) to be installed on the Embankment (i.e., the 2,200-foot-long I-405 embankment, shown as the "Embankment Lot" on Exhibit D, attached to the Grant Deed).

LOC Easement. The Property includes conveyance of fee title to the Surface Lot of the real property on which the Landfill Operations Center ("LOC") is located (i.e., Lot 14 as shown on the Tract Map). Authority shall retain ownership of the Remedial Systems located on said Lot 14 and the obligation for operation and maintenance thereon. At Closing, the Parties shall enter into an Easement Agreement by which Authority may continue to access Lot 14 and operate the Remedial Systems on the LOC in the form of Exhibit O attached to the Agreement, which includes provisions regarding parking spaces, office construction, and fencing ("LOC Easement").

License Agreement. In order to enable Developer to perform its construction and maintenance obligations for the Project with respect to the Remedial Systems, BPS, and Site Development Improvements as set forth in Exhibit E, the Authority shall grant to Developer a license for access to the Subsurface Lot of the Remainder Cells and other portions of the Site pursuant to the License Agreement and the associated License Memorandum which shall be recorded at Closing to provide third parties notice of the License.



Reuse Materials. At Closing, title to the existing liner, geofoam and stockpiles of soil, sand, and gravel presently located on the Property (collectively, "Reuse Materials") shall transfer to Developer pursuant to the Bill of Sale described in this Agreement and Authority shall provide Developer with all reports, documents, laboratory sampling results pertaining to the Reuse Materials in its actual possession at or following Closing. For a period of six (6) months from the date of the Closing and 6 months from the Closing, the Authority shall have the right to give written notice to Developer of its election to utilize such portion of the Reuse Materials as may be required for the Lenardo Infrastructure ("Reuse Materials Option"), which notice shall set forth the specific Reuse Materials that the Authority will transfer off of the Property at its sole cost and expense for the Lenardo Infrastructure ("Reuse Materials Notice"). Developer shall coordinate with the Authority to have the Reuse Materials specified in the Reuse Materials Notice transferred by Authority and relocated off the Property within a reasonable timeframe agreed to in good faith by both Parties. The Reuse Materials Notice must be given, if at all, by Authority no later than the Reuse Materials Option Date and if not so timely and properly exercised, the Reuse Materials Option shall terminate on its own terms, with no further documentation, and be of no force and effect. Developer's redevelopment costs for the Project presently include an estimate of \$4,500,000 ("Estimated Assumed Site Costs Amount") for the management of the Reuse Materials, relocation of the storm water and retention basins and reconsolidation of the trash materials currently located on Cells 4 and 5 (collectively, "Assumed Site Costs"). Ninety (90) days following issuance of the last Remedial Action Completion Report ("RACR") by the DTSC for the Remainder Cells, Developer shall provide the Authority with a reconciliation between the actual Assumed Site Costs and the Estimated Assumed Site Costs Amount. In the event the Estimated Assumed Site Costs Amount is greater than the actual Assumed Site Costs incurred by Developer, the difference shall be paid to the Authority.

#### Payments to the Authority

Authority Funding Payments by Developer. The following payments shall be made by Developer to the Authority as provided in the Agreement. These funding obligations, in addition to any post-Closing obligations of the Parties under the Agreement, are further memorialized in the Ongoing Funding and Cooperation Agreement in the Agreement ("Funding Agreement"), a memorandum of which shall be recorded at Closing in the form of the Memorandum of Funding Agreement in the Agreement ("Funding Memorandum").

Cash Payment. In January 2021 Developer delivered a payment to Escrow Holder in the amount of \$12,500,000 which was subsequently released to the Authority ("Cash Option Payment"). The Cash Option Payment was part of the "Option Consideration" and non-refundable to Developer and not part of the Purchase Price.

Carry Costs Payments Prior to Closing. Developer has reimbursed the Authority since execution of the Reimbursement Agreement and shall continue to reimburse until Closing, 100% of the Authority's monthly O&M costs that are attributable to the Remainder Cells (i.e., 60%) for the Remedial Systems installed on the Site (which include the costs of maintaining the Site and operating the Remedial Systems, plus utilities, DTSC oversight and similar expenses (collectively, the "Carry Costs"), subject to the Carry Costs Cap (\$250,000 per month to satisfy its obligations with respect to Carry Costs).

Carry Costs After Closing. Upon the Closing, the Developer shall be obligated to continue paying the Authority the Carry Costs, subject to the Carry Costs Cap and other terms set forth in the Agreement. Developer's obligations with respect to Carry Costs payments under this Agreement shall cease and terminate on the earlier to occur of the following: (A) ninety (90) days following Developer's first payment under the Amended CFD, or (B) October 1, 2025.

Purchase Price. The "Purchase Price" for the Property and Other Ownership Rights is \$1.00, which has previously been deposited into Escrow and shall be paid to the Authority at Closing.

Monthly Funding Payments. Commencing on January 1, 2025, Developer began to pay the Authority equal monthly payments of \$166,666.67 ("Monthly Funding Payments"), for a total of \$16,500,000 ("Maximum Funding Payment Amount"), subject to reductions as described here. If Developer is ever assessed under CFD No. 2012-2 (The Boulevards at South Bay-Capital Improvements), for which the City has currently ceased the levy related special taxes, extinguished, and cancelled all related liens, the Monthly Funding Payments shall be reduced by the amount of such assessments. Further, in the event that either (1) CAM-Carson, LLC, the Authority and the City execute a Settlement and Release Agreement settling and resolving unconditionally all claims and disputes between and/or among them and with any other parties involved in the CAM Litigation and the CAM Litigation has been dismissed, or (2) another developer unaffiliated with the then-current owners of Cells 3 through 5 is under contract with the Authority to acquire Cell 2, and such developer has commenced with the payments / reimbursements to the Authority for the Cell 2 portion of its Carry Cost associated with the Site, then the Monthly Funding Payments from that point forward shall be automatically reduced to \$83,334.00.

Lenardo Infrastructure. Developer (either directly or through an affiliate) shall fund to the Authority \$12,500,000 (the "Lenardo Developer Payment") which shall only become due and payable to Authority on the earlier of (A) Closing, or (B) fifteen (15) days after the Authority has delivered written notice and supporting evidence ("GMP Notice") to Developer that Authority and/or its Development Manager is prepared to enter into one or more fully negotiated, final forms of Guaranteed Maximum Price Contract (the "GMP") for the construction of Lenardo Drive, Stamps Road and associated public infrastructure (including any and all buffer zones required for Cell 1 and Cell 2 to the extent required as part of the Lenardo Drive construction work (collectively, the "Lenardo Infrastructure"), which GMP(s) has been fully negotiated with the general contractor for the respective GMP and includes the final pricing for all scopes of work to be contracted for in the respective GMP. The Authority may use the Lenardo Developer Payment for uses other than the construction of Lenardo.

Insurance Payments. Developer has paid the premium, taxes and fees for the Property Insurance and the General Liability Insurance described in Section 8.1(g)(iii) and (iv) below and total premium, surplus line taxes and applicable brokerage fees ("Bridge PLL Payment") for the pollution liability policy as described in that certain Binder, UMR: B0509BOWC12351958 issued by Beazley dated January 3, 2024 ("Bridge PLL"), all of which will benefit the Authority.

Restructuring and Payments Under Existing CFD. Upon the Closing, the Property will become subject to the taxes and terms set forth under Community Facilities District No. 2012-1 of the City of Carson (The Boulevards at South Bay - Remedial Systems Operations Maintenance and Monitoring) (the "Existing CFD"). Some of the costs now included in the Carry Costs will be charged by the Authority against the Property through the Existing CFD; the Existing CFD charges in arrears. For the avoidance of doubt, on and after Closing, Developer shall not be responsible for "double payments" by being required to pay any Carry Costs to the extent that such Carry Costs are also included within the Existing CFD and are charged against the Property. The Parties shall work together following any payments made by Developer under the Existing CFD (each a "Payment Under Existing CFD") to reconcile any Carry Costs previously paid by Developer for the Property that can be attributable to a Payment Under Existing CFD (such amounts of the Carry Costs that can be attributed to the Existing CFD, the "Differential") and Developer shall receive a credit for the amount of any such Differential, which shall be applied to future invoices from the Authority to Developer with respect to Carry Costs incurred by the Authority with respect to the Property to the extent payable by Developer under this Agreement. Separately, following the Closing, the Parties shall work in good faith to negotiate and restructure the Existing CFD to amend and restate the Existing CFD, which restructuring shall require approval from the City Council (if so amended, the "Amended CFD"). The Amended CFD shall exclude the retail and parkland on Carson Place from the imposition of any assessments thereunder. The Parties' obligations to cooperate on the Amended CFD and the associated CFD Covenant (defined below) which is required to implement the terms of the Amended CFD following the Closing shall be memorialized in the Funding Agreement.

Closing Information.

Escrow. The Parties have previously opened an escrow ("Escrow") with Escrow Holder (Escrow No. 30043995). The Escrow has been used for the Option Consideration and may be used for the Lenardo Developer Payment that is required to be made by Developer under Section 3.3(b) below and the conveyance of title and Closing described in Section 5.

Term; Extensions to the Term. The "Term" of this Agreement shall commence on the Effective Date and shall expire on March 28, 2025; provided, however, that Developer may request one or more extensions of the Term by written request to the Authority, and so long as Developer is proceeding with due diligence and in good faith with the requirements/transactions contemplated herein, the Authority's Executive Director may, in his sole discretion, grant an extension of the Term of up to thirty (30) days. Any longer extensions to the Term shall be subject to the approval of the Authority Board, in its sole discretion, based on the Developer's then-current progress and diligent efforts in processing the transactions contemplated herein. Notwithstanding the foregoing or anything to the contrary herein, the expiration of the Term shall not apply to any terms or provisions that are set forth in this Agreement to survive the Closing, termination or expiration of the Agreement, or otherwise are described to continue in perpetuity.

#### Exhibits.

The Exhibits to this Agreement are as follows (the numbering/labeling of these exhibits may change prior to recordation):

Exhibit A. Site Map.

Exhibit B. Parcel Map. This contains the original vertical Parcel Map No. 70372 and the newly approved Parcel Map No. 83481 dividing Cells 3, 4, and 5 into 14 parcels.

Exhibit C. Form of Grant Deed.

Exhibit D. Site Plan. This is the site plan approved during the entitlement process.

Exhibit E. Additional Terms of Transaction Regarding Lenardo Infrastructure Site Development Improvements, and Environmental Remediation Responsibilities. This Exhibit provides for the terms under which the Developer is responsible for the construction of the Remedial Systems and BPS on Cells 3, 4, and 5. The construction of these systems on these cells will require removing, relocating, or replacing much of the installed Gas Collection and Control System ("GCCS") including membrane liner, laterals, headers, and some vaults. Further, the Authority is still obligated under DTSC requirements to maintain the operation of the GCCS during construction.

The Groundwater Extraction and Treatment System ("GETS") is largely located along the edge of the Site and mostly unaffected by the construction activity.

The BPS is the responsibility of the Developer.

This exhibit also has provisions related to the Landfill Operations Center ("LOC"), as further specified in the Funding and Cooperation Agreement and the LOC Easement, both discussed below.

The exhibit also includes extensive language on the warranty provided by the Developer to the Authority for their own Remedial System Construction work. The essential warranty provided by the Developer in one year from the date of the Remedial Action Completion Report ("RACR") approved by DTSC for these improvements. Because of the complexity of the work, which will involve removing and replacing systems in phases and operated in a partially completed state during that time, there are several detailed provisions that deal with partially completed work or work that needs to be repaired during the construction period, among other items.

Since these Remedial Systems would be newly approved by DTSC and the old systems were designed and approved in the 2011-2014 period, there is an acknowledgement of the changed criteria. Likewise, the exhibit includes Acceptance Criteria in favor of the Authority to approve these new systems into the existing system.

There is also a section on the performance of stormwater work on the Site during construction. Because there is a single MS4 Stormwater General Permit issued for the entire 157 Acre Site held by the Authority, the Authority will be responsible for the pumping, testing, and discharge of all stormwater on the Site, even across cell boundaries. However, the Developer will be responsible for the design and construction of all stormwater structures including ponds and basins, which may need to be moved from time to time as grading progresses.

Also included are a number of provisions that relate to the construction of infrastructure on the Site, the project design and quality, and several sections related to signage, from a master Sign Program, entryway and wayfinding signage, and freeway signage on the 405 embankment.

Finally, there are a number of construction-related provisions including Project Schedule, Regulation of Construction Activities, and the Regulatory Documents covering the Site.

Exhibit F. License Agreement. The License Agreement provides the Authority and the Developer access to each other's parcel for the purposes of performing maintenance or construction. Included are noticing provisions plus the warranty provisions described above in Exhibit E for the Remedial Systems. There are also indemnities from the Developer to the Authority and vice versa. It also governs communications with DTSC during the work.

Exhibit G. Title Policy issued by Fidelity.

Exhibit H. Estimated Schedule of Performance.

Exhibit I. Insurance Administration Agreement. This agreement contains the coverage requirements for all the insurance policies required on the project including the Development Pollution Legal Liability policy ("PLL"); the Post-Development PLL; Contractor's and Owner's Interest Contractor Pollution Liability policies ("CPL") including Professional Liability Insurance ("PLI"); Owner's Protective Professional Indemnity policy ("OPPI") and General Liability and Builder's Risk policies. There is also a section on claims administration and another of the payment and allocation of self-insured retention/deductibles.

Exhibit K. Lenardo Infrastructure. This contains a description of the Lenardo Improvements to be constructed by the Authority.

Exhibit L. Bill of Sale. Largely related to the section on Reuse Materials.

Exhibit M. Funding and Cooperation Agreement. This agreement contains all the provisions that will survive the closing of the Amended and Restated Option Agreement, including the various post-closing funding obligations the Developer has to the Authority, the need to cooperate on the creation of the sitewide CC&Rs and to restructure the CFDs (including the reconciliation of costs and charges of the CFD), cooperation on the Lenardo Improvements, a right of first negotiation on Cell 2, provisions related to the embankment signage, and restating the ongoing insurance obligations in the Insurance Administration Agreement in Exhibit I. It also restates the mutual indemnification provisions and the transfer provisions that are in the Option.

Exhibit N. Memorandum of Funding and Cooperation Agreement. This restates the provisions in the previous agreement in a document that will be recorded so that both parties will be informed of and bound by these obligations.

Exhibit O. LOC Easement. This easement contains the obligations of the Developer to grant the Authority access to the LOC site. There are also obligations of the Developer to pay a pro rata share of the construction of an office, parking, and fencing of the LOC. In the meantime, the Authority would continue to operate from a construction trailer on Cell 1.

## **V. FISCAL IMPACT**

This transaction has resulted in a net positive to the Authority -- in dollars already paid, in dollars due at closing, and post-closing obligations -- in excess of \$50 million. The highlighted payments are shown here.

Cash Payment. In January 2021 Developer made an initial payment to the Authority of \$12,500,000. The Cash Option Payment was part of the "Option Consideration" and non-refundable to Developer and not part of the Purchase Price.

Carry Costs Payments Prior to Closing. Developer has reimbursed the Authority since execution of the Reimbursement Agreement and shall continue to reimburse until Closing, 100% of the Authority's monthly O&M costs that are attributable to the Remainder Cells (i.e., 60%) for the Remedial Systems installed on the Site. In addition, they paid 100% of their obligations for certain consulting costs related to the entitlement and CEQA, in excess of \$2 million, and have been paying close to \$250,000 per month in carrying costs since March, 2020 for a total of almost \$15 million. They have made other payments during the term of the Option, purchasing certain insurance policies under some of the Amendments.

Carry Costs After Closing. Upon the Closing, the Developer shall be obligated to continue paying the Authority the Carry Costs, subject to the Carry Costs Cap and other terms set forth in the Agreement. Developer's obligations with respect to Carry Costs payments under this Agreement shall cease and terminate on the earlier to occur of the following: (A) ninety (90) days following Developer's first payment under the Amended CFD, or (B) October 1, 2025. These 8 months represent about \$2 million.

Purchase Price. The "Purchase Price" for the Property and Other Ownership Rights is \$1.00, which has previously been deposited into Escrow and shall be paid to the Authority at Closing.

Monthly Funding Payments. Commencing on January 1, 2025, Developer began to pay the Authority equal monthly payments of \$166,666.67 ("Monthly Funding Payments"), for a total of \$16,500,000 ("Maximum Funding Payment Amount"), subject to reductions as described above.

Lenardo Infrastructure. Developer shall fund to the Authority \$12,500,000 (the "Lenardo Developer Payment") at closing or sooner.

## **VI. EXHIBITS**

1. Amended and Restated Option Agreement and Joint Escrow Instructions (Draft)
2. Exhibits to the Agreement

## **Attachments**

[Amended and Restated Option Agreement and Joint Escrow Instructions](#)

[Exhibits to CRA CGO OPTION](#)

**AMENDED AND RESTATED OPTION AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

THIS AMENDED AND RESTATED OPTION AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and among CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Developer**"), the CARSON RECLAMATION AUTHORITY, a California joint powers authority ("**Authority**"), and FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting as the escrow holder and title company ("**Escrow Holder**"). Authority and Developer are sometimes referred to herein, individually as a "**Party**" and collectively, as the "**Parties**".

**R E C I T A L S :**

**A. The Original Option Agreement.** Authority and Faring Capital, LLC, a Delaware limited liability company ("**Faring**") previously entered into that certain Option Agreement and Joint Escrow Instructions, dated as of December 17, 2020 (the "**Option Agreement**"). Faring assigned all its rights and obligations under the Option Agreement to Developer, and Developer assumed the same pursuant to that certain Assignment of Option Agreement and Joint Escrow Instructions, dated January 15, 2021, between Faring and Developer (the "**Assignment**"). Subsequently, Developer and the Authority entered into that certain Amendment to Option Agreement and Joint Escrow Instructions, dated October 4, 2022 (the "**First Amendment**"), that certain Second Amendment to Option Agreement and Joint Escrow Instructions, dated May 15, 2023 (the "**Second Amendment**"), that certain Third Amendment to Option Agreement and Joint Escrow Instructions, deemed effective September 11, 2023 (the "**Third Amendment**"), that certain Fourth Amendment to Option Agreement and Joint Escrow Instructions, deemed effective December 28, 2023 (the "**Fourth Amendment**") and that certain Fifth Amendment to Option Agreement and Joint Escrow Instructions, deemed effective as of June 26, 2024 (the "**Fifth Amendment**"). Separately, the Term of the Option Agreement has been extended by the Authority by extensions granted on December 28, 2023, by that certain letter dated March 4, 2024, by that certain letter dated October 15, 2024 and by that certain letter dated January 21, 2025 (collectively, the "**Extensions**"). The Option Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Extensions, is collectively referred to herein as the "**Original Option Agreement**."

**B. This Agreement.** The Parties are entering into this Agreement with the express intention of amending and restating in its entirety the Original Option Agreement. This Agreement, and not the Original Option Agreement, shall govern and control Developer's acquisition of the Property as described below.

**C. The Site.** The Authority is the owner of approximately 157 gross acres of real property located in the City of Carson, as shown on the Site Map attached hereto as **Exhibit A** (the "**Site**" or "**157 Acre Site**"), known as the former Cal-Compact Landfill. The 157 Acre Site is divided into five (5) cells as shown on **Exhibit A** attached hereto and incorporated herein (each a "**Cell**"), each of which must be wholly developed in a single phase. The 157 Acre Site has also been vertically subdivided into a surface lot (APN 7336-010-905) (the "**Surface Lot**") and a subsurface lot (APN 7336-010-903) (the "**Subsurface Lot**"), which lots are referenced as Parcel 1 (Subsurface Lot) and Parcel 2 (Surface Lot) of Parcel Map No. 70372 (per map filed in Book 377 Pages 76-89, inclusive, of maps in the Office of the County Recorder for Los Angeles County), as shown on **Exhibit B**, attached hereto.

**D. Environmental Conditions.** The 157 Acre Site was operated as a landfill prior to the incorporation of the City of Carson ("**City**") in 1968 and as a result, the 157 Acre Site has soil and groundwater contamination that requires substantial remediation in order to allow for any vertical development of the 157 Acre Site. Due to the fact that the 157 Acre Site is a former landfill site, on October 25, 1995, the California Department of Toxic Substances Control ("**DTSC**") approved a Remedial Action Plan ("**RAP**") for the upper Operable Unit portions of the 157 Acre Site, which RAP requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, a landfill gas collection and control system, and a groundwater extraction and treatment system on the Site, including the Property (defined below) ("**Remedial Systems**"). In addition to the RAP, certain Consent Decrees were issued for the 157 Acre Site by DTSC in December 1995 ("**1995 Consent Decree**"), March 2001 and February 2004 in order to resolve claims made regarding the resolution of the contamination issues afflicting the Site (the "**Consent Decrees**"); the 1995 Consent Decree applies to the remedial obligations for the Upper Operable Unit of the Site. In addition, the development of the 157 Acre Site is subject to the terms and conditions set forth in that certain document entitled Management Approach to Phased Occupancy (File No. 01215078.02), approved by DTSC in April 2018 (the "**MAPO**") and that certain letter regarding phased development matters, issued by DTSC to the Authority, dated October 17, 2017 (the "**Phased Development Letter**"). The Site is also encumbered by that certain Land Use Covenant and Agreement Environmental Restrictions ("**LUC**") recorded on December 13, 2023 as Instrument 20230872669 in the Official Records of Los Angeles County, California ("**Official Records**").

**E. Owner/DTSC Compliance Agreement.** In addition, DTSC entered into a Compliance Framework Agreement dated as of September 28, 2006, with the then-current Site owner, Carson Marketplace LLC ("**CM**"), as amended by the First Amendment to Compliance Framework Agreement dated as of December 31, 2007 (as so amended, the "**CFA**") for the purpose of setting forth a plan for implementing the requirements of the 1995 Consent Decree and addressing the environmental condition of the 157 Acre Site. The CFA required CM to establish financial assurance for implementation of the RAP, including long-term operation and maintenance ("**O&M**") of the Remedial Systems. The Authority acquired the Site from CM on May 20, 2015 and has taken over the responsibility for the implementation of the RAP, implementation of the O&M of the Remedial Systems and the other obligations under the RAP. Based on the CFA, DTSC continues to have certain oversight rights concerning the development of the 157 Acre Site and actions affecting the Remedial Systems continue to be subject to DTSC approval.

**F. Creation of the Authority.** The City determined that there were a number of former landfill and other sites with the need for remediation in the City, including the 157 Acre Site, and that a substantial need existed to establish an entity to perform such remediation and which could operate ongoing Remedial Systems, without putting City's general fund and taxpayer dollars at risk for such cleanup expense. Accordingly, the City established the Authority as a joint powers authority under the provisions of the California Joint Powers Act (Govt. Code Sections 6500 *et seq.*), and on January 20, 2015, the governing boards of the City of Carson Housing Authority, and of Community Facilities District 2012-1 and Community Facilities District 2012-2 (collectively, the "**CFDs**") approved a Joint Powers Agreement of the Carson Reclamation Authority for the formation of the Authority for the purpose of overseeing and facilitating the remediation of contaminated properties in the City (including the 157 Acre Site), and for the maintenance and potential development of same. Among the powers of Authority are to purchase, hold, sell, and improve real property, to appoint officers and employees, to enter contracts, to purchase insurance, to sue and be sued, and to construct, operate, and maintain remediation systems to remediate contamination.

**G. Prior Environmental Review and Existing Entitlements.** The 157 Acre Site was originally entitled for development pursuant to The Carson Marketplace Specific Plan, approved on February 8, 2006, and amended on April 5, 2011 (as so amended, the "**Boulevards Specific Plan**"). The Boulevards Specific Plan was further amended on April 5, 2011, and on April 3, 2018, and renamed "**The District at South Bay Specific Plan**" (as so amended, the "**Prior Specific Plan**"). An extensive environmental review process was previously undertaken pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000 *et seq.*, "**CEQA**") for the 157 Acre Site in connection with the approval of both the Boulevards Specific Plan and the Prior Specific Plan (the "**Prior CEQA Review**"), which culminated in a Final Environmental Impact Report, dated February 8, 2006, an Addendum to the Final Environmental Impact Report dated March 2009, and a Supplemental Environmental Impact Report dated April 3, 2018 (collectively, the "**EIR**").

**H. Cell 2 Project.** After its creation in 2015, the Authority worked with various developers for the redevelopment of the entire 157 Acre Site and a number of development projects have been previously proposed on the Site, including the Boulevards mixed-use regional retail and entertainment project and a NFL Stadium. While those projects were ultimately abandoned, on September 6, 2018, the Authority entered into a Conveyancing Agreement (the "**CAM Agreement**") with CAM-CARSON, LLC ("**CAM**"), a joint venture between Macerich and Simon Property Group, for the disposition and development of a high-end fashion outlet center on Cell 2 of the 157 Acre Site ("**Cell 2**") known as the Los Angeles Premium Outlets project (the "**Cell 2 Project**"). In connection therewith, the City entered into a Development Agreement with CAM, dated September 6, 2018 ("**Cell 2 DA**"). Construction of the Cell 2 Project elements commenced in September 2018 with the initial construction of the Remedial Systems, grading and waste reconsolidation, installation of piles and pile caps, installation of vaults and under slab utilities and underground utility runs, and other sub-surface work. The Remedial Systems on Cell 2 were 80% completed as of December 2019 and were scheduled to be completed in March 2020. However, due to certain cost escalations resulting from unknown conditions on Cell 2 and other factors caused by CAM, the work has been halted to arrange additional funding, and vertical development of the Cell 2 Project has not yet commenced. On May 18, 2020, CAM filed a Complaint against the Authority and the City in the Los Angeles Superior Court, seeking repayment of funds it claims to have invested in the Cell 2 Project; the Authority and City vehemently dispute the claims by CAM in the Complaint and those parties are in the process of litigating the matter (captioned *CAM-Carson, LLC v Carson Reclamation Authority, et. al, Case No. 20STCV16461*) (the "**CAM Litigation**").

**I. Potential Cell 1 Development.** Following the Authority's compliance with the requirements of the Surplus Land Act (i.e., California Government Code Section 54220 *et seq.* / Assembly Bill No. 1486), the Authority entered into an Exclusive Right to Negotiate Agreement (Cell 1 – 20400 S. Main Street, Carson, CA) dated November 30, 2022 with District Essential Housing, LLC, a California limited liability company, as amended by that certain First Amendment to Exclusive Right to Negotiate Agreement (Cell 1 – 20400 S. Main Street, Carson, CA) dated effective as of November 30, 2023 (collectively, the "**Cell 1 ENA**").

**J. Remainder Cells.** The Authority went through several cycles of soliciting development proposals which would meet the requirements of the Prior Specific Plan for Cells 3, 4, and 5 on the 157 Acre Site (the Surface Lot portion of such property, as explicitly described in the Legal Description (defined below) which includes all of the 14 numbered lots included on the Tract Map defined in Recital L below), is referred to herein as the "**Property**", and the Property together with all of the additional easements and related rights described in Section 1.2 below, are collectively referred to herein as the "**Property and Other Ownership Rights**"; and the Subsurface Lot and Surface Lot of the Property are collectively referred to herein as the "**Remainder Cells**"), which consists of approximately 86.83 net acres. A wide variety of proposals were considered but did not reach the stage of a development agreement. The most recent process commenced on October 3, 2019, when the Authority publicly issued a new Invitation to Propose. Following receipt of seven development proposals from various development teams (including Faring, an affiliate of Developer), multiple interviews and negotiations with each of the teams, Authority decided to go forward to negotiate a potential development project for the Property, subject to the terms and conditions of the Option Agreement.

**K. Project Entitlements.** Pursuant to the terms of the Option Agreement, Developer proposed to build a new development on the Property which required an amendment to the Prior Specific Plan and General Plan, and corresponding environmental review under CEQA. On May 23, 2022, the Carson City Council voted to certify a Supplemental EIR (the "**SEIR**"), together with a Mitigation Monitoring and Reporting Program ("**MMRP**"), and approve other discretionary entitlements for the development of the Property, including but not limited, to The District at South Bay Specific Plan Amendment No. 3, dated May 23, 2022 (the "**Specific Plan**"), General Plan Amendment No. GPA 112-2021, Development Agreement No. 29-2021 between the City and Developer ("**Original Development Agreement**") and ancillary approvals to permit a development project on the Property that includes (i) up to six light industrial buildings (providing for e-commerce/fulfillment center uses and distribution center/parcel hub uses) consisting of a maximum of 1,567,090 square feet, inclusive of 75,000 square feet of associated office space, (ii) an 11.12 acre community amenity and commercial restaurant and retail area, with a variety of programmed passive and active open spaces (known and referred to as the "**Carson Place**"), and (iii) associated signage (such project, as defined more particularly in the Original Development Agreement and SEIR, and as shown on Exhibit D attached hereto, is referred herein as the "**Project**"). Subsequently, the City and Developer entered into that certain Settlement Agreement and Mutual Release, dated February 28, 2024 (the "**DA Settlement Agreement**") and the City approved a Minor Modification to the Development Agreement dated February 29, 2024 ("**Minor Modification**"). The Original Development Agreement, as modified by the Minor Modification, is hereinafter referred to as the "**Development Agreement**." The foregoing Project entitlements, permits, and approvals, and the Tract Map (defined below) are collectively referred to herein as the "**Required Approvals**."

**L. Subdivision Map.** The Surface Lot of the Remainder Parcels has been subdivided into 14 lots pursuant to that certain map entitled Tract No. 83481 recorded in the Official Records on November 9, 2023 with recording information of Book 1445, Pages 53 through 66, of Maps ("**Tract Map**").

**M. Option.** Authority desires to grant to Developer an option to acquire the Property and Other Ownership Rights and Developer desires to acquire such option in accordance with and subject to the terms and conditions of this Agreement. The Parties acknowledge the unique constraints to developing the Property and that only a private-public partnership is likely to succeed. This is demonstrated by the following:

1. DTSC approved the RAP in 1995 but the Remedial Systems are still incomplete 29 years later.
2. City and/or Authority have entered into agreements with numerous different developers since the first agreement with L.A. MetroMall in the 1990s, but none of these projects have gone forward, each derailed by the extraordinary remediation costs, the Great Recession, and/or the end of redevelopment agencies in California.
3. For the 42-acre Cell 2, the remediation cost was originally estimated to be \$43.7M in 2018 and in 2020 was estimated to be over \$76M, an increase of almost 74% in less than 2 years.
4. The City previously relied upon its redevelopment agency ("**Carson RDA**") to finance the remediation of the 157 Acre Site, and entered an Owner Participation Agreement with CM (the then-developer) in 2005 with a financing plan for the remedial work to be provided by the Carson RDA. In 2011, under the Dissolution Act (ABx1 26), redevelopment agencies, including the Carson RDA, were dissolved and its associated funding was eliminated.
5. In light of this history and these many financial obstacles to completing a feasible project on the Property, especially following the COVID-19 pandemic, only a strong private-public partnership will be able to accomplish a project that will address the Site constraints



and the unique changes in the marketplace which have occurred in the past and are likely to occur in the time in which the Project will be built.

Given the financial obstacles and unique land constraints identified above, and the fact that the Project remains the only viable land use for the development of the Property (given the market and environmental constraints of developing a former landfill), as well as the fact that the proposed Project is expected to provide thousands of construction and permanent jobs, the Authority has agreed to enter into this Agreement with the Developer in order to enable Developer to acquire the Property and develop the Project.

**N. Authority Board Approval.** The Authority's Board held meetings on the Option Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment and considered the views of Authority staff and the public, and reviewed the terms and conditions of this Agreement, and concluded that it is in the best interest of Authority to enter into this Agreement.

**O. Reimbursement Agreement.** On June 9, 2020, Developer, City and the Authority entered into that certain Deposit and Reimbursement Agreement, which was superseded in its entirety by that certain Second Amended and Restated Reimbursement and Deposit Agreement dated May 1, 2022, and further amended by that certain letter amendment dated June 18, 2024 ("**June RA Letter**") (as so amended, and as may be further amended, modified, or restated from time to time, the "**Reimbursement Agreement**"), which provides for the terms and conditions of the various deposits and payments Developer is required to make to the City and Authority as more particularly provided therein.

**P. Role of the City.** The City has no real property interest in the 157 Acre Site, which is wholly owned by Authority, and accordingly, the City is not a party to this Agreement, nor does the City have any authority to sell, lease or dispose of the Property. However, in order to effectuate the transactions contemplated herein and the public-private partnership needed for success of the Project, the City has entered into the Development Agreement with Developer and has entered into certain other documentation with the Developer, as set forth herein. The City possesses the legal authority to regulate the zoning of the 157 Acre Site and to approve any modifications to the Required Approvals, all pursuant to state law. In addition to regulatory authority, the City would traditionally need to provide public infrastructure and services to the 157 Acre Site, including streets, sidewalks, parkways, sewer, power, water, drainage, lighting, and other utilities. The City has contracted with the Authority to perform and construct the Lenardo Infrastructure (as defined below) as the City will not conduct any of these tasks on the 157 Acre Site given its contaminated nature (which was a purpose for creating the Authority).

## A G R E E M E N T S :

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties hereto agree as follows:

### TERMS AND CONDITIONS:

#### **1. GRANT OF OPTION.**

**1.1 Option.** The Authority hereby grants to Developer the option ("**Option**"), subject to the terms and conditions of this Agreement, to acquire the Property and Other Ownership Rights pursuant to a Grant Deed in the form attached hereto as **Exhibit C** ("**Grant Deed**") and enter into or effectuate the Option Documentation (as defined below) subject to the terms and conditions in this Agreement. In the event the Developer's Conditions Precedent are satisfied or waived as set forth in Section 8.1, Developer agrees to acquire the Property and Other Ownership Rights pursuant to the Grant Deed, and to Close on the acquisition of the Property and Other Ownership Rights from the Authority in its AS-IS condition without representations or warranties, except that the Authority hereby represents and warrants that the Authority owns the Property in fee simple title, free and clear of any encumbrances other than those shown of public record, and that Authority has the requisite power to sell and dispose of the Property and Other Ownership Rights to Developer. Developer's acquisition of the Property and Other Ownership Rights pursuant to the Option and the development of its proposed Project shall be subject to the terms and conditions set forth in **Exhibit E**, attached hereto and incorporated herein, as well as the terms and conditions set forth in the MAPO, the Phased Development Letter, the LUC, the 1995 Consent Decree, and that certain Agreement and Covenant Not to Sue, made by Developer and DTSC, dated July 22, 2024 (the "**PPA**") (collectively, together with all other regulatory requirements applicable to the Remainder Cells imposed by DTSC or any other governmental agency, as well as all Environmental Laws (as defined below), are collectively referred to herein as the "**Environmental Regulatory Requirements**").

**1.2 Rights Included in Option.** Developer's acquisition of the Property and Other Ownership Rights pursuant to the Option shall include all rights, privileges, easements, rights-of-way and

appurtenances used or connected with the beneficial use or enjoyment of the Property, including without limitation, development rights and air rights. The easements to be transferred to Developer at Closing shall specifically include, but shall not be limited to, the following:

- a. **Subjacent Support Easement.** A nonexclusive perpetual easement over the Subsurface Lot of the Remainder Cells to a level 500 feet below the upper surface thereof, for support for the Project and the Property, which shall permit the Remedial Systems and any other uses not inconsistent with subjacent support of the Project, including, without limitation, the thousands of structural piles that will be installed by Developer to support the Project.
- b. **Utility Easements.** Nonexclusive perpetual easements for the delivery of water, gas, electricity, telephone, cable, fiber optic and other communications services and utilities, and the removal and drainage of sanitary waste and stormwater, located in the Subsurface Lot of the Remainder Cells and in/on the other portions of the 157 Acre Site, to connections to such facilities in the public streets or other publicly-owned locations.
- c. **Subsidence Easements.** A nonexclusive perpetual easement to permit encroachment of parking lots and similar improvements into the Subsurface Lot of the Remainder Cells by virtue of compaction and subsidence of soils and other materials underlying the Property, as described and depicted on Exhibit C, attached to the Grant Deed.
- d. **Embankment Access.** A nonexclusive perpetual easement to access, erect, maintain, power, repair and replace the Pylon Sign (as defined in Exhibit E) to be installed on the Embankment (i.e., the 2,200-foot-long I-405 embankment, shown as the "**Embankment Lot**" on Exhibit D, attached to the Grant Deed).

**1.3 Reuse Materials.** At Closing, title to the existing liner, geofoam and stockpiles of soil, sand, and gravel presently located on the Property (collectively, "**Reuse Materials**") shall transfer to Developer, in its AS-IS WHERE IS basis without any representation or warranty (express or implied) of any kind from the Authority, pursuant to the Bill of Sale described in this Agreement and Authority shall provide Developer with all reports, documents, laboratory sampling results pertaining to the Reuse Materials in its actual possession at or following Closing. For a period of six (6) months from the date of the Closing (such period being the "**Reuse Transfer Period**"; and the date that is six (6) months from the Closing being the "**Reuse Materials Option Date**"), the Authority shall have the right to give written notice to Developer of its election to utilize such portion of the Reuse Materials as may be required for the Lenardo Infrastructure ("**Reuse Materials Option**"), which notice shall set forth the specific Reuse Materials that the Authority will transfer off of the Property at its sole cost and expense for the Lenardo Infrastructure ("**Reuse Materials Notice**"). Developer shall coordinate with the Authority to have the Reuse Materials specified in the Reuse Materials Notice transferred by Authority and relocated off of the Property within a reasonable timeframe agreed to in good faith by both Parties. The Reuse Materials Notice must be given, if at all, by Authority no later than the Reuse Materials Option Date and if not so timely and properly exercised, the Reuse Materials Option shall terminate on its own terms, with no further documentation, and be of no force and effect. If the Reuse Materials Option is timely and properly exercised by the Authority, the Reuse Materials that are transferred from Developer to Authority will be conveyed via a quitclaim deed on an AS-IS, WHERE IS basis, with no representations, warranties or promises, express or implied, of any kind by Developer to the location specified by Authority in the Reuse Materials Notice. Developer's redevelopment costs for the Project presently include an amount estimated at Four Million Five Hundred Thousand Dollars (\$4,500,000) ("**Estimated Assumed Site Costs Amount**") for the management of the Reuse Materials, relocation of the storm water and retention basins and reconsolidation of the trash materials currently located on Cells 4 and 5 (collectively, "**Assumed Site Costs**"). In the event the Authority exercises the Reuse Materials Option, Developer shall not be entitled to account for the costs incurred by the Authority to relocate the Reuse Materials as part of its Assumed Site Costs. Ninety (90) days following issuance of the last Remedial Action Completion Report ("**RACR**") by the DTSC for the Remainder Cells, Developer shall provide the Authority with a reconciliation between the actual Assumed Site Costs and the Estimated Assumed Site Costs Amount. In the event the Estimated Assumed Site Costs Amount is greater than the actual Assumed Site Costs incurred by Developer, the difference shall be paid to the Authority.

**1.4 LOC Easement.** The Property includes conveyance of fee title to the Surface Lot of the real property on which the Landfill Operations Center ("**LOC**") is located (i.e., Lot 14 as shown on the Tract Map). Authority shall retain ownership of the Remedial Systems located on said Lot 14 and the obligation for operation and maintenance thereon. At Closing, the Parties shall enter into an Easement Agreement by which Authority may continue to access Lot 14 and operate the Remedial Systems on the LOC in the form of Exhibit O attached hereto, which includes provisions regarding parking spaces, office construction and fencing, as more particularly described therein ("**LOC Easement**").

**1.5 Good Faith Negotiations.** During the Term of this Agreement, the Parties agree to work together and negotiate reasonably, diligently, and in good faith in order to effectuate the transactions contemplated herein.

## **2. EFFECTIVE DATE; ESCROW; TERM OF OPTION.**

**2.1 Effective Date.** This Agreement shall be deemed effective upon execution of the Agreement by the Authority after the approval by the Authority's Board as required by law ("**Effective Date**"); provided however, (i) prior to the scheduled agenda date for consideration by the Authority's Board, Developer shall deliver to Authority three (3) originally executed copies of this Agreement, and (ii) the Authority must execute this Agreement within two (2) business days following the Authority Board's approval of this Agreement.

**2.2 Release of Escrow Deposit to Authority.** Pursuant to the terms and conditions of the Reimbursement Agreement, Developer previously deposited the amount of (i) One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) ("**Escrow Deposit**") with Escrow Holder, (ii) Fifty Thousand Dollars (\$50,000) with the Authority, and (iii) Two Hundred Thousand Dollars (\$200,000) with the Authority, to pay for City Costs (as defined in the Reimbursement Agreement). Escrow Holder previously released the Escrow Deposit to the Authority (which funds have been transferred to the City to pay for the City's City Costs) to be used as partial payment of the outstanding City Costs (as defined in the Reimbursement Agreement) and other obligations of Developer applicable to the Remainder Cells. To the extent that the terms and provisions of this Section conflict with or contradict any of the terms and provisions of the Reimbursement Agreement, the terms and provisions of this Section shall control. The Parties acknowledge and agree that the Reimbursement Agreement is proposed to be amended following the execution of this Agreement, in order to, among other things, allow for the Authority to be compensated for the performance of some of the Developer's obligations under the MMRP; provided, however, that as set forth in Exhibit E attached hereto, Developer shall at all times be responsible for the compliance with all mitigation measures and conditions of approval set forth in the SEIR, notwithstanding the fact that Developer has contracted with the Authority for the performance and payment of certain obligations under the MMRP.

**2.3 Escrow.** The Parties have previously opened an escrow ("**Escrow**") with Escrow Holder (Escrow No. 30043995). The Parties shall cause an executed copy of this Agreement to be deposited with Jessica Avila, Escrow Officer at Fidelity National Title Insurance Company, 555 South Flower Street, Suite 4420, Los Angeles, CA 90071, (213) 452-7132; jessica.avila@fnf.com or maja@fnf.com, which Escrow Holder shall sign and accept (solely with respect to the provisions binding upon Escrow Holder herein). The Escrow has been used for the Option Consideration (defined in Section 3.1 below) and may be used for the Lenardo Developer Payment that is required to be made by Developer under Section 3.3(b) below and the conveyance of title and Closing described in Section 5.

**2.4 Term; Extensions to the Term.** The "**Term**" of this Agreement shall commence on the Effective Date and shall expire on March 28, 2025; provided, however, that Developer may request one or more extensions of the Term by written request to the Authority, and so long as Developer is proceeding with due diligence and in good faith with the requirements/transactions contemplated herein, the Authority's Executive Director may, in his sole discretion, grant an extension of the Term of up to thirty (30) days. Any longer extensions to the Term shall be subject to the approval of the Authority Board, in its sole discretion, based on the Developer's then current progress and diligent efforts in processing the transactions contemplated herein. Notwithstanding the foregoing or anything to the contrary herein, the expiration of the Term shall not apply to any terms or provisions that are set forth in this Agreement to survive the Closing, termination or expiration of the Agreement, or otherwise are described to continue in perpetuity.

## **3. OPTION CONSIDERATION; PURCHASE PRICE; PAYMENTS BY DEVELOPER; DOCUMENTS; CERTAIN OTHER CLOSING REQUIREMENTS.**

**3.1 Option Consideration.** The "**Option Consideration**" for the Property and Other Ownership Rights is described below.

- a. Escrow Deposit.** The payments made by Developer under Section 2.2 of this Agreement, including, without limitation, the Escrow Payment, are part of the Option Consideration and non-refundable to Developer and not part of the Purchase Price (as defined in Section 3.2, below).
- b. Carry Costs Payments Prior to Closing.** Developer has reimbursed the Authority since execution of the Reimbursement Agreement and shall continue to reimburse until Closing, one hundred percent (100%) of the Authority's monthly O&M costs that are attributable to the Remainder Cells (i.e., 60% - its proportional share based on the acreage of the Remainder Cells in relation to the overall net Site acreage), for the Remedial Systems installed on the Site (which include the costs of maintaining the Site and operating the Remedial Systems, plus utilities, California Department of Toxic Substances Control ("**DTSC**") oversight and similar expenses (collectively, the "**Carry Costs**"), subject to the Carry Costs Cap (as defined below). The Carry Costs fluctuate monthly but have been generally running at approximately \$450,000 per month for the overall 157 Acre Site. All Carry Costs paid to Authority by Developer prior to the Closing are part of the "Option

Consideration" and non-refundable to Developer and not part of the Purchase Price. Notwithstanding anything to the contrary in this Agreement, in no event shall Developer be obligated to pay more than Two Hundred Fifty Thousand Dollars (\$250,000) per month to satisfy its obligations with respect to Carry Costs (the "**Carry Costs Cap**").

- c. **Cash Payment.** Developer previously delivered a payment to Escrow Holder in the amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000) which was subsequently released to the Authority ("**Cash Option Payment**"). The Cash Option Payment is part of the "Option Consideration" and non-refundable to Developer and not part of the Purchase Price.

**3.2 Purchase Price.** The "**Purchase Price**" for the Property and Other Ownership Rights is One Dollar (\$1.00), which has previously been deposited into Escrow and shall be paid to the Authority at Closing.

**3.3 Authority Funding Payments by Developer.** The following payments shall be made by Developer to the Authority as provided below. These funding obligations, in addition to any post-Closing obligations of the Parties under this Agreement, are further memorialized in the Ongoing Funding and Cooperation Agreement attached hereto as **Exhibit M** ("**Funding Agreement**"), a memorandum of which shall be recorded at Closing in the form of the Memorandum of Funding Agreement attached hereto as **Exhibit N** ("**Funding Memorandum**").

- a. **Monthly Funding Payments.** Commencing on January 1, 2025, Developer shall pay the Authority equal monthly payments of One Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and 67 cents (\$166,666.67) ("**Monthly Funding Payments**"), for a total of Sixteen Million, Five Hundred Thousand Dollars (\$16,500,000.00) ("**Maximum Funding Payment Amount**"), subject to (1) reductions as described immediately below in this Section 3.3(a), and (2) the provisions of Section 3.3(b)(ii) below. If Developer is ever assessed under Community Facilities Financing District No. 2012-2 (The Boulevards at South Bay-Capital Improvements) of the City of Carson ("**CFD 2012-2**"), for which the City has currently ceased the levy related special taxes and the extinguished and cancelled all related liens, the Monthly Funding Payments shall be reduced by the amount of such assessments, and the Maximum Funding Payment Amount shall be reduced by the total amount of any assessments incurred by Developer pursuant to CFD-2012-2. Further, in the event that either (1) the "Effective Date" of the Economic Development Agreement among the City, the Authority and CAM has occurred and CAM, the Authority and the City have executed a Settlement and Release Agreement settling and resolving unconditionally all claims and disputes between and/or among them and with any other parties involved in the CAM Litigation and the CAM Litigation has been dismissed by way of a court filed and court approved Dismissal with Prejudice of the CAM Litigation, or (2) another developer unaffiliated with the then current owners of Cells 3 through 5 is under contract with the Authority to acquire Cell 2 and such developer has commenced with the payments / reimbursements to the Authority for the Cell 2 portion of its Carry Costs associated with the Site, then the Monthly Funding Payments from that point forward shall be automatically reduced to Eighty-Three Thousand, Three Hundred, Thirty-Four Dollars (\$83,334.00).
- b. **Lenardo Infrastructure.** Developer (either directly or through an affiliate) shall fund by way of payment directly to the Authority the amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) (the "**Lenardo Developer Payment**") which shall only become due and payable to Authority on the earlier of (A) Closing, or (B) fifteen (15) days after the Authority has delivered written notice and supporting evidence ("**GMP Notice**") to Developer that Authority and/or its development manager, RES (RES or such other Authority-selected development manager, the "**Development Manager**"), is prepared to enter into one or more fully negotiated, final forms of Guaranteed Maximum Price Contract (the "**GMP**") for the construction of Lenardo Drive, Stamps Road and associated public infrastructure (including any and all buffer zones required for Cell 1 and Cell 2 to the extent required as part of the Lenardo Drive construction work so as not to require destruction of Lenardo Drive at a future date when Cell 1 and/or Cell 2 are constructed) (collectively, the "**Lenardo Infrastructure**"), which GMP(s) has been fully negotiated with the general contractor for the respective GMP and includes the final pricing for all scopes of work to be contracted for in the respective GMP. In the event the Authority seeks to receive payment of the Lenardo Developer Payment prior to the Closing, then notwithstanding the nomenclature, the Lenardo Developer Payment may be used by the Authority for other Authority costs and expenses, and shall be entitled to receive such payment subject to the following terms and conditions:

- (i) No less than fifteen (15) days prior to the GMP Notice, Authority shall provide Developer with drafts of the GMP(s) (including any material documents associated with the GMP(s) and exhibits attached thereto, such as schedules and/or bid sheets) and all bid responses received from the general contractor for the construction of the Lenardo Infrastructure from any subcontractor whose work is included within the GMP(s).
- (ii) If Closing has not occurred and a GMP has not been fully executed and the Lenardo Infrastructure work commenced on or before one hundred twenty (120) days after the Lenardo Developer Payment has been made by Developer, subject to extension for any Force Majeure delays of which Developer has been timely notified, then Developer's obligation to make Monthly Funding Payments shall be suspended until Authority has delivered to Developer evidence that the Lenardo Infrastructure work has commenced).
- c. **Insurance Payments.** Developer has paid the premium, taxes and fees for the Property Insurance and the General Liability Insurance described in Section 8.1(g)(iii) and (iv) below and total premium, surplus line taxes and applicable brokerage fees ("**Bridge PLL Payment**") for the pollution liability policy as described in that certain Binder, UMR: B0509BOWC12351958 issued by Beazley dated January 3, 2024 ("**Bridge PLL**"), all of which will benefit the Authority.
- d. **Payments Under Existing CFD.** Upon the Closing, the Property will become subject to the taxes and terms set forth under Community Facilities District No. 2012-1 of the City of Carson (The Boulevards at South Bay - Remedial Systems Operations Maintenance and Monitoring) (the "**Existing CFD**"). Some of the costs now included in the Carry Costs will be charged by the Authority against the Property through the Existing CFD; the Existing CFD charges in arrears. For the avoidance of doubt, on and after Closing, Developer shall not be responsible for "double payments" by being required to pay any Carry Costs to the extent that such Carry Costs are also included within the Existing CFD and are charged against the Property.

The Parties shall work together following any payments made by Developer under the Existing CFD (each a "**Payment Under Existing CFD**") to reconcile any Carry Costs previously paid by Developer for the Property that can be attributable to a Payment Under Existing CFD (such amounts of the Carry Costs that can be attributed to the Existing CFD, the "**Differential**") and Developer shall receive a credit for the amount of any such Differential, which shall be applied to future invoices from the Authority to Developer with respect to Carry Costs incurred by the Authority with respect to the Property to the extent payable by Developer under this Agreement.

Separately, following the Closing, the Parties shall work in good faith to negotiate and restructure the Existing CFD to amend and restate the Existing CFD in accordance with the terms set forth under Exhibit K to the Development Agreement, which restructuring shall require approval from the City Council of the City of Carson (if so amended, the "**Amended CFD**"). The Amended CFD shall exclude the retail and parkland on Carson Place from the imposition of any assessments thereunder. The Parties' obligations to cooperate on the Amended CFD and the associated CFD Covenant (defined below) which is required in order to implement the terms of the Amended CFD following the Closing shall be memorialized in the Funding Agreement.

- e. **Carry Costs.** Upon the Closing, the Developer shall be obligated to continue paying the CRA the Carry Costs, subject to the Carry Costs Cap and the terms set forth in Section 6.5 below. Notwithstanding anything to the contrary in this Agreement, Developer's obligations with respect to payments of Carry Costs to the Authority under this Agreement shall cease and terminate on the date that is the earlier to occur of the following: (A) ninety (90) days following Developer's first payment under the Amended CFD, or (B) October 1, 2025.
- f. **Good Funds.** All funds deposited in Escrow by Developer shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the United States of America.

**3.4 Covenants Running with the Land.** The Parties shall execute the Funding Agreement and Funding Memorandum at Closing and the Funding Memorandum shall be recorded in the Official Records. Following the Closing, the Authority shall prepare with Developer's input and good faith cooperation and approval as further described in Section 6.5 below, (i) a Declaration of Covenants,

Conditions and Restrictions, encumbering the entire 157 Acre Site (the "**157 Acre Covenants**"), and (ii) a covenant agreement to implement the terms and provisions of the Amended CFD (the "**CFD Covenant**").

**3.5 Documents.** If the Project terminates prior to completion (either before or after Closing), then Developer, to the extent in Developer's possession or control, shall provide to the Authority copies of all plans, specifications, reports, investigations and any other documents related to its proposed development of the Property, or the Remedial Systems, BPS or Site Development Improvements (collectively, "**Documents**") at no cost to the Authority; provided however, that Developer (and the applicable issuer or creator) shall not be subject to liability for errors or omissions in the Documents, and such Documents shall be provided without representation or warranty. The term "**Documents**" shall not include any confidential business records or any documents which are attorney-client privileged, unless the same are subject to disclosure under the Public Records Act. This obligation shall survive termination of this Agreement for any reason.

**3.6 License Agreement.** In order to enable Developer to perform its construction and maintenance obligations for the Project with respect to the Remedial Systems, BPS, and Site Development Improvements as set forth in **Exhibit E**, the Authority shall grant to Developer a license for access to the Subsurface Lot of the Remainder Cells and other portions of the Site pursuant to the License Agreement (as defined below) and the associated License Memorandum (as defined below) which shall be recorded at Closing to provide third parties notice of the License.

**3.7 Lenardo Infrastructure.** Following the Closing, the Authority shall ensure the provision of the Lenardo Infrastructure to assure accessibility to the 157 Acre Site (further described as the "Infrastructure Improvements" in **Exhibit K**); provided however, the Developer shall have the self-help rights described in **Section 11** below.

**3.8 First Right of Negotiation for Cell 2.** In the event that the CAM Agreement is terminated for the Cell 2 Project or a settlement is not reached with CAM, Developer shall be given a first right of negotiation to be selected as the developer for the Cell 2 Project (which may be modified for a residential, commercial or mixed-use project (but not for any industrial use), and which project may require an amendment to the Specific Plan and/or additional environmental approvals under CEQA). If Developer and Authority are unable to come to final terms and conditions as the selected developer for the Cell 2 Project within ninety (90) days of the Authority's written notice of the negotiation opportunity, then the first right of negotiation set forth herein shall no longer apply.

#### **4. DUE DILIGENCE.**

**4.1 Due Diligence.** The Authority has previously provided or made available to Developer certain documents and information in its possession and control concerning the Property (the "**Due Diligence Materials**") and Developer is satisfied with the scope and extent of the Due Diligence Materials provided by the Authority. Developer acknowledges that it has previously been granted access to the Site to conduct its due diligence investigations, and Authority shall continue to grant access to the Property by Developer, subject to any and all required DTSC requirements / approvals and Developer's compliance with the Safety Plan. Developer shall have the right (at its cost), subject to the terms and conditions of **Section 4.2** below, to conduct such engineering, feasibility studies, soils tests, environmental studies and other investigations as Developer may desire, in order for Developer to understand the scope and extent of the potential remediation and environmental costs associated with the development of the Property, however, any such diligence investigations shall not impact Developer's obligation to acquire the Property if the conditions and terms of this Agreement are otherwise satisfied for the transaction. Notwithstanding anything to the contrary herein, Developer's due diligence investigations of the Site cannot include any intrusive or destructive due diligence work, such as digging or boring or similar activities, prior to DTSC approval of a formal work plan together with provision to the Authority of the insurance policy certification set forth in **Section 4.2**.

**4.2 Right to Enter the Property.** Prior to any entry onto the Property, and subject to the terms and conditions of **Section 4.1**, Developer shall (i) notify the Authority the date and purpose of each intended entry together with the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations, including the Safety Plan; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (v) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State; (vi) provide to the Authority prior to initial entry a certificate of insurance evidencing that Developer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than Three Million Dollars (\$3,000,000) which insurance names the Authority as an additional insured; and (vii) obtain DTSC approval for any investigations invasive testing proposed to be performed on the Remainder Cells and provide the Authority with a copy of DTSC's approval for any investigatory

work proposed to be performed by Developer (or its contractors or sub-contractors) on the Property. Developer shall return the Property to substantially its original condition following Developer's entry. Developer shall take the Property at Closing subject to any title exceptions caused by Developer exercising this right to enter. Any such entry and investigations undertaken by Developer shall be at Developer's sole cost and expense.

Developer agrees to indemnify, and hold Authority free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Authority may suffer or incur as a consequence of Developer's exercise of the license granted pursuant to this Section or any act or omission by Developer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Developer with respect to the entry upon the Property during the Term of this Agreement, excepting any and such claims that arise out of the negligence, fraud, or misconduct of Authority and any claims that are attributable to the mere discovery of preexisting conditions on the Property, except to the extent that Developer or any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Developer with respect to the entry upon the Property exacerbates such preexisting condition. Developer's obligations under this Section shall survive termination of this Agreement for any reason for a period of one (1) year.

The Parties agree that breach of any Property entry or restoration conditions in this Section shall constitute a material breach of this Agreement, unless the transfer of the Property is consummated at Closing; provided, however, that the Closing shall not release Developer from any of the foregoing obligations.

**Notwithstanding anything to the contrary herein, (i) Authority makes no representation or warranty concerning Developer's ability to perform the Project or of the viability of the Property for the proposed Project; and (ii) regardless of any information discovered by Developer through the Due Diligence Materials or its due diligence investigations of the Site or any other information obtained by Developer during the Term regarding the Remainder Cells, the Project, or the improvements required to be made by Developer for the construction of the Project (including, without limitation, the Remedial Systems, BPS, and Site Development Improvements (each as defined in Exhibit E)), which indicate the Property is not viable for the proposed Project, or that the costs of the constructing the Project, along with the costs of the Remedial Systems, BPS, Site Development Improvements, and any other costs required of Developer hereunder such as the Carry Costs or costs of the insurance required under the Insurance Administration Agreement, will make the Project uneconomical, Developer shall be obligated to Close on the acquisition of the Property (so long as the Developer's Conditions Precedent have been satisfied or waived by Developer) as provided herein. Developer's covenant hereunder, is material consideration for the Authority's execution of this Agreement and it would not enter into this Agreement but for this understanding of the Parties.**

## **5. CLOSING; FUNDS AND DOCUMENTS REQUIRED FROM THE PARTIES.**

**5.1 Option Funds and Documents by Authority.** On or before 12:00 noon at least one (1) business day prior to the Closing Date (defined in Section 6.1 below), Authority shall cause to be deposited with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation (collectively, together with the Owner's Policy (defined below), the "**Option Documentation**"):

- a. Grant Deed. The executed and acknowledged Grant Deed in the form attached hereto as Exhibit C and such other documents as reasonably required by Title Company to effectuate the recordation of the Grant Deed and issuance of the Owner's Policy (such as a standard title affidavit).
- b. Insurance Administration Agreement. Two (2) executed counterpart copies of the Insurance Administration Agreement in the form attached hereto as Exhibit J ("**Insurance Administration Agreement**").
- c. License Documents. Two (2) executed counterpart copies of the License Agreement in the form attached hereto as Exhibit F (the "**License Agreement**"), together with an executed and acknowledged Memorandum thereof to be recorded in the Official Records in the form attached hereto as Exhibit G (the "**License Memorandum**").**[NOTE – NEED TO CHANGE EXHIBIT REFERENCE IN EXHIBIT F-1]**
- d. Bill of Sale. Two (2) executed originals of the Bill of Sale in the form attached hereto as Exhibit L (the "**Bill of Sale**").



- e. Funding Agreement and Funding Memorandum. Two (2) executed counterpart copies of the Funding Agreement together with an executed and acknowledged Funding Memorandum to be recorded in the Official Records in the forms attached hereto as **Exhibit M** and **N**.
- f. LOC Easement. One (1) executed and acknowledged LOC Easement to be recorded in the Official Records in the form attached hereto as **Exhibit O**.
- g. FIRPTA. A Non-Foreign Affidavit as required by federal law.
- h. Miscellaneous. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement or to effectuate the Closing (such as any required transfer tax form, Authority's share of the Closing costs, reimbursements and adjustments pursuant to the terms of this Agreement).

**5.2 Option Funds and Documents by Developer**. Developer agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Developer shall deposit with Escrow Holder all funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. Grant Deed Acceptance. An acceptance of the Grant Deed, in recordable form ("**Acceptance**").
- b. Bill of Sale. Two (2) executed originals of the Bill of Sale.
- c. Insurance Administration Agreement. Two (2) executed counterpart copies of the Insurance Administration Agreement.
- d. License. Two (2) executed counterpart copies of the License Agreement together with the executed and notarized License Memorandum.
- e. Funding Agreement and Funding Memorandum. Two (2) executed counterpart copies of the Funding Agreement together with an executed and acknowledged Funding Memorandum to be recorded in the Official Records in the forms attached hereto as **Exhibit M** and **N**.
- f. LOC Easement. One (1) executed and acknowledged LOC Easement to be recorded in the Official Records in the form attached hereto as **Exhibit O**.
- g. PCOR. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County ("**PCOR**").
- h. Miscellaneous. Such funds and other items and instruments as may be necessary in order for Escrow Holder / Title Company to comply with this Agreement or to effectuate the Closing (such as any required transfer tax form, Developer's Closing costs, reimbursements and adjustments pursuant to the terms of this Agreement).

**5.3 Recordation, Filing, Completion and Distribution of Documents**. Escrow Holder shall confirm that any documents signed in counterpart are matching documents and shall combine the signature pages thereof so as to create fully executed documents (and may date any documents as of the date indicated by both Parties). Escrow Holder shall cause (i) the License Memorandum, (ii) the Grant Deed (with the Acceptance by Developer attached) (iii) the Funding Memorandum, and (iv) the LOC Easement (collectively, the "**Recording Documents**"), to be recorded in that order so it can issue the Owner's Policy in accordance with Section 7.2. In addition, Escrow Holder shall release and distribute the Owner's Policy to Developer. Promptly following Close of Escrow, Escrow Holder shall distribute Escrow Holder's final closing statement and conformed copies of all Recording Documents and all other Option Documentation to the Parties.

**5.4 Closing Costs**. Authority shall pay (i) all charges for any documents required to be recorded in connection with the cure or removal of any encumbrances on title that Authority is required hereunder to remove, and (ii) any other costs customarily paid by a seller in Los Angeles County, California, except as set forth below. Developer shall pay (i) the costs of the Owner's Policy, (ii) the cost of any title endorsements which are not Authority's responsibility hereunder, (iii) all costs incurred in connection with financing the acquisition of the Property, (iv) all documentary stamps and transfer taxes, if any, (v) any other costs customarily paid by a buyer in Los Angeles County, California, and (vi) all escrow fees and



charges necessary to effectuate the Closing. Each Party shall bear the expense of its own counsel and consultants.

**6. CLOSING DATE; TIME IS OF ESSENCE; EXTENSION AUTHORITY.**

**6.1 Closing Date.** Escrow shall promptly close ten (10) business days following the satisfaction of the conditions precedent set forth in Section 8, which must take place on or before the expiration of the Term, subject to extension pursuant to Section 2.4. Developer and Authority acknowledge and agree that they expect a target Closing Date/Closing of no later than March 28, 2025. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time the Recording Documents are filed for recording by the Escrow Holder in the Official Records.

**6.2 Possession.** Upon the Close of Escrow, the Authority shall deliver exclusive possession of the Property to Developer, subject to the terms and conditions of the License Agreement. Developer acknowledges and agrees that there is an existing stockpile of waste from Cell 2 and Developer shall incorporate such existing stockpile as part of its remedial work within the Subsurface Lot of the Remainder Cells as permitted by DTSC.

**6.3 Time is of Essence.** The Parties specifically agree that time is of the essence under this Agreement. To that end, the Parties agree that all documents necessary to effectuate the Closing of this Agreement must be expeditiously and in good faith negotiated and finalized.

**6.4 Executive Director Authority.** Authority, by its execution of this Agreement, agrees that the Executive Director of the Authority or his designee (who has been designated by Executive Director's written notice delivered to Developer and Escrow Holder) shall have the authority to execute documents on behalf of the Authority including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the Executive Director or his designee shall be binding on Authority.

**6.5 Terms Regarding Outstanding Documentation as of the Closing.** In the event the Closing occurs prior to the execution and delivery of the 157 Acre Covenants, Authority shall have the right to access to the Property pursuant to the terms of the LUC, the License Agreement, the LOC Easement and Section 9.2 of the PPA. The Authority and Developer shall work in good faith for a period of ninety (90) days following the Closing to finalize the 157 Acre Covenants, to the extent not previously finalized, and shall cause (i) the 157 Acre Covenants to be executed within ninety (90) days following the Closing Date, and (ii) the 157 Acre Covenants to be recorded in the Official Records promptly thereafter. The 157 Acre Covenants shall include, without limitation, insurance requirements of the Authority, Developer and the future owners of Cells 1 and 2. Notwithstanding anything to the contrary herein, in the event the 157 Acre Covenants are not executed within such ninety (90) day time period following the Closing Date, then the definition of the Carry Costs Cap set forth in Section 3.1(b) above shall be revised to be \$300,000 per month, unless the execution of the 157 Acre Covenants has been delayed due to the Authority's unwillingness or failure to execute the 157 Acre Covenants despite the fact that the final form of such agreement have been negotiated and agreed to between the Developer and the Authority. In addition, the Parties acknowledge and agree that the CFD Covenant shall be required to be recorded upon the 157 Acre Site following the Closing in order to enable the Authority to implement the terms of the Amended CFD, including, among other things, terms for payments, provisions of statements of costs under the Amended CFD, reconciliation of payments, and provisions for objections / appeals, which shall require the Developer's execution and acceptance due to its ownership rights of the Property. Developer agrees to not unreasonably withhold or delay its execution of the CFD Covenant and shall cooperate in good faith with the Authority to ensure the timely execution and recordation of the CFD Covenant.

**7. TITLE POLICY AND SURVEY.**

**7.1 Title; Survey Matters.** Developer has been provided with an amended preliminary title report prepared by Fidelity National Title Insurance Company, 555 South Flower Street, Suite 4420, Los Angeles, CA 90071, Attention: Andrew G. Margo / Kim Abkin ("**Title Company**") dated March 18, 2024, describing the state of title of the Property, together with copies of all exceptions listed therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). A copy of Developer's approved Pro Forma Owner's Policy is attached hereto as Exhibit H. Authority shall convey the Property to Developer subject only to the provisions described in Section 7.2 below (collectively, the "**Permitted Exceptions**").

Developer shall have the right from time to time to obtain, at its cost, updates, supplements and amendments to the existing survey of the Property (if any), or obtain a new survey of the Property (collectively, the "**Updated Survey**"). Developer and its surveyors, engineers and consultants are hereby granted a license to enter upon the 157 Acre Site for the purposes of conducting the Updated Survey, subject to, and in accordance with the terms and conditions of the Site Specific Health and Safety Plan (as amended

from time to time, the "**Safety Plan**") governing the Site, and the requirements of Securitas Security Services USA Inc.

**7.2 Title Policy.** If the conditions precedent for the Option occur (as set forth in Section 8 below), at the Close of Escrow, Escrow Holder shall furnish Developer with an ALTA owner's non-extended Policy of Title Insurance insuring title to the Property vested in Developer with coverage in the amount of the Purchase Price, containing only the exceptions to title which include the (i) those exceptions that are consistent with those attached hereto as Exhibit H; and (ii) the continuing covenants in the Grant Deed ("**Owner's Policy**"). The cost of the Owner's Policy to Developer, including any endorsements reasonably required by Developer in order to insure over any title matters that are not Permitted Exceptions, shall be paid by the Developer. If Developer elects to obtain an ALTA extended owner's title policy, Developer (i) shall be responsible for the additional costs of that form of title policy; and (ii) must deliver the Updated Survey (obtained at Developer's cost) to the Title Company not less than thirty (30) days prior to the Closing Date.

**8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.**

**8.1 Conditions to Developer's Obligations under Option.** The obligations of Developer to effectuate the Option under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Developer of each of the following conditions precedent ("**Developer's Conditions Precedent**") on or before the expiration of the Term (as subject to extension pursuant to Section 2.4):

- a. Title Policy. Title Company is in a position issue the Owner's Policy as specified in Section 7.2.
- b. Grant Deed. The Authority has executed, notarized and delivered the Grant Deed to Escrow Holder.
- c. License Documents. The Authority has executed the License Agreement and License Memorandum and delivered the License Memorandum to Escrow Holder for recordation at Closing.
- d. Funding Agreements. The Authority has executed the Funding Agreement and Funding Memorandum and delivered the same to Escrow Holder for recordation at Closing.
- e. LOC Easement. The Authority has executed and acknowledged the LOC Easement and delivered it to Escrow Holder for recordation at Closing.
- f. No Default. Authority is not in material default of its obligations under this Agreement.
- g. Insurance Endorsements. The following insurance endorsements shall have been issued to be effective as of the Closing Date for the Existing PLL (as defined in the Insurance Administration Agreement):
  - (i) PLL:
    - (1) Developer and its affiliates, and to the extent commercially available together with any of its lenders, ground lessees or space lessees, if any of the Closing has been named [NOTE – NEED TO RECEIVE NAMED ENTITIES FROM CGO IN ORDER TO ADD THEM] as an "**Insured**" under the Existing PLL consistent with Endorsement 32 of the Existing PLL;
    - (2) The definition of "**Material Change in Use**" shall expressly include community amenity and commercial area with a variety of programmed passive and active open spaces, including, among other uses, retail, restaurants, a performance stage and pavilion and event lawn, a dog park, and other community-serving uses and an e-commerce/fulfillment center and distribution center/parcel hub uses as the permitted use on the Property; and
    - (3) Developer shall have a dedicated and reserved limit of liability of Fifty Million Dollars (\$50,000,000) pursuant to an endorsement in substantially the form set forth in the Insurance Administration Agreement attached hereto.
  - (ii) Existing PLL and Bridge PLL. The Existing PLL shall be in full force and effect. The Bridge PLL shall be in full force and effect.

- (iii) General Liability Insurance. Authority shall be maintaining the primary general liability insurance policy issued by United Specialty Insurance Company and excess commercial general liability insurance policies issued by Endurance American Specialty Insurance Company and Ambridge each with a term expiring no earlier than October 12, 2025 covering the entire Site and meeting the requirements of Section 4.01 of the Insurance Administration Agreement ("**GL Policy**") and shall have obtained and delivered to Developer an endorsement to such policy insuring Developer as an additional insured thereon; provided, however, that notwithstanding anything to the contrary in Section 4.01 of the Insurance Administration Agreement, such policy(ies) shall have a combined limit of no less than \$5,000,000 per incident and in the aggregate.
- (iv) Property Insurance. Authority shall be maintaining the property insurance policy issued by Starr Technical Risks Policy Number 24SSLDOLD327161 with total insured values of \$58,731,848 with a term expiring no earlier than October 12, 2025 covering the entire Site ("**Property Policy**") and meeting the requirements of Section 4.01 of the Insurance Administration Agreement and shall have obtained and delivered to Developer an endorsement to such policy insuring Developer as an additional insured thereon.
- (v) Insurance Administration Agreement. The Authority has deposited an executed the Insurance Administration Agreement and delivered same to Escrow Holder.

The conditions set forth in this Section 8.1 are for the sole benefit of Developer, and may be waived; provided however, that in the event such conditions are satisfied, Developer shall be required to Close on the acquisition of the Property pursuant to the Option.

**8.2 Conditions to Authority's Obligations under Option.** The obligations of Authority under this Agreement to effectuate the Option are subject to the satisfaction or written waiver, in whole or in part, by Authority of the following condition precedent ("**Authority's Conditions Precedent**"):

- a. No Default. Developer is not in material default of its obligations under this Agreement or the Reimbursement Agreement.
- b. Lenardo Developer Payment. In the event Developer has not previously delivered the Lenardo Developer Payment to Authority, Developer shall pay the Lenardo Developer Payment through Escrow for disbursement to the Authority at Closing.
- c. License Agreement. Developer has executed the License Agreement and License Memorandum and delivered the same License Memorandum into Escrow Holder for recordation at Closing.
- d. Insurance Administration Agreement. Developer has deposited an executed the Insurance Administration Agreement and delivered same to Escrow Holder.
- e. Funding Agreements. Developer has executed the Funding Agreement and Funding Memorandum and delivered the same to Escrow Holder for recordation at Closing.
- f. LOC Easement. Developer has executed and acknowledged the LOC Easement and delivered it to Escrow Holder for recordation at Closing.
- g. Existing PLL Policy. Developer shall have paid the following amount: 83.5% of the premium costs of the Existing PLL paid by CRA [\$2,639,055.6] based upon the then-remaining term under the Existing PLL (which pro-rated amount would be \$606,415 as of March 31, 2025), less the amount of Pre-Construction Services paid by Developer to the Authority pursuant to the Reimbursement Agreement.

The conditions set forth in this Section 8.2 is for the sole benefit of the Authority, and may be waived.

**8.3 Failure of Condition.** If any one or more of the conditions precedent set forth in Section 8.2 is or are not satisfied by the date by which it is required to be satisfied, then the Authority, shall give notice to Developer; however, Authority may elect to waive such unsatisfied condition(s) and proceed with Closing under if all other applicable conditions precedent have been satisfied. The foregoing shall not limit any other rights or remedies of Authority under this Agreement in the event of a breach or Default of this Agreement by Developer, following applicable Notice and cure periods.

**9. LIQUIDATED DAMAGES. IF ALL CONDITIONS TO CLOSING IN SECTION 8.1 HAVE BEEN SATISFIED, AND DEVELOPER REFUSES TO OR FAILS TO CLOSE ON THE ACQUISITION OF THE PROPERTY, THEN THE PARTIES SHALL FIRST COMPLY WITH**

THE TERMS AND PROVISIONS OF SECTIONS 17.1 AND 17.2 HEREOF. DEVELOPER AND AUTHORITY AGREE THAT AUTHORITY WILL INCUR SIGNIFICANT DAMAGES BY REASON OF A MATERIAL DEFAULT BY DEVELOPER WHICH IS NOT CURED AND THAT SUCH DAMAGES WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, DEVELOPER AND THE AUTHORITY, IN A REASONABLE EFFORT TO ASCERTAIN WHAT AUTHORITY'S DAMAGES WOULD BE IN THE EVENT OF SUCH AN UNCURED MATERIAL DEFAULT BY DEVELOPER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE AMOUNT OF THE OPTION CONSIDERATION, MAXIMUM FUNDING PAYMENT AMOUNT, AND THE LENARDO DEVELOPER PAYMENT SHALL CONSTITUTE A REASONABLE ESTIMATE OF AUTHORITY'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A MATERIAL DEFAULT PRIOR TO CLOSING, AND THEREFORE, IN THE EVENT OF SUCH MATERIAL DEFAULT BY DEVELOPER, OR ITS FAILURE OR REFUSAL TO CLOSE ON THE ACQUISITION OF THE PROPERTY AFTER ALL CONDITIONS TO CLOSING IN SECTION 8.1 HAVE BEEN SATISFIED, AUTHORITY SHALL BE ENTITLED TO RETAIN THE OPTION CONSIDERATION, AND RECEIVE THE MAXIMUM FUNDING PAYMENT AMOUNT AND LENARDO DEVELOPER PAYMENT ONLY. AUTHORITY AND DEVELOPER AGREE THAT THIS LIQUIDATED DAMAGES PROVISION IS INTENDED TO BE AUTHORITY'S SOLE AND EXCLUSIVE REMEDY FOR SUCH A MATERIAL DEFAULT BY DEVELOPER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTION 19 BELOW. THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF DEVELOPER UNDER THIS AGREEMENT. AUTHORITY WAIVES ANY RIGHTS THAT IT MAY HAVE UNDER RELEVANT STATUTORY LAW TO SEEK SPECIFIC PERFORMANCE OR ANY OTHER REMEDY AT LAW OR IN EQUITY OTHER THAN AS SET FORTH IN THIS PARAGRAPH.

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Authority's Initials

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Developer's Initials

**10. CONDITION OF THE PROPERTY.**

**10.1 Disclaimer of Warranties.** Upon the Close of Escrow under the Option and subject to any obligations of the Authority under this Agreement or any other agreements between Developer and Authority, Developer shall acquire the Property in its "AS-IS" condition and Developer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of contamination, Hazardous Materials (as defined below), vaults, debris, pipelines, or other structures located on, under or about the Property, and, Authority makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Authority specifically disclaims all representations or warranties of any nature concerning the Property made by it. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage. Developer understands and agrees that the 157 Acre Site is a former landfill and contains significant contamination and Hazardous Materials as set forth in the Due Diligence Materials provided to Developer, and following the Closing under the Option, Developer shall be required to complete the work on the Remainder Cells pursuant to the Environmental Regulatory Requirements and in accordance with and to the extent described in the terms and conditions of Exhibit E (collectively, "**Developer's Environmental Obligations**"). Developer is not assuming any liability from Authority for any pre-existing Hazardous Materials at the Site and is not assuming responsibility for any repairs or replacements to the existing Remedial Systems, except with respect to (i) any portion of the Remedial Systems upon which Developer has commenced any modification, construction, or replacement, and (ii) defects caused by, or repairs or replacements of, Remedial Systems required as a result of the acts or omissions of Developer. Notwithstanding anything to the contrary contained herein, Developer acknowledges and agrees that the Authority shall at all times hereunder be the responsible party for the long-term operation and maintenance of the Remedial Systems, including without limitation, during the period that Developer is performing the Developer's Environmental Obligations and/or constructing new Remedial Systems at, on and under the Property. In the event that Authority determines, in its reasonable discretion, that an event or circumstance exists that is likely to cause a substantial and imminent endangerment to public health or the environment, then Authority shall provide written notice thereof to Developer and Developer shall work in good faith with Authority to promptly mitigate such conditions, including without limitation, temporarily ceasing construction activities at all or a portion of the Property.

**10.2 Hazardous Materials.** Effective on the Closing of the Option, Developer hereby waives, releases, remises, acquits and forever discharges Authority, and its Board, officers, agents, representatives, attorneys, employees and each of the entities constituting Authority, and the City (including the City's officers, officials, representatives, agents, attorneys, and employees) (collectively, "**Released Parties**"), of

and from any and all rights, claims, rights of action, causes of action, losses, demands, actual damages, punitive damages, costs, liabilities, expenses, or legal rights of any kind of Developer, its successors, assigns or any affiliated entity of Developer, against the Authority or the Released Parties, arising out of or related to: (i) the physical or environmental condition of the Remainder Cells, (ii) the existence of any Hazardous Materials on, at or under the Remainder Cells, whether existing prior to, at or after the Closing, including Environmental Claims, Environmental Cleanup Liability, and Environmental Compliance Costs, as those terms are defined below, and (iii) the release or threatened release of Hazardous Substances from the Site arising out of Developer's Environmental Obligations.

In connection with the foregoing specific and limited releases, Developer, and each of the entities constituting Developer, expressly agrees to waive any and all rights which said Party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

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Developer's Initials

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Authority's Initials

With respect to the specific and limited release of claims set forth in Section 10 above, Developer, and each of the entities constituting Developer, hereby expressly waives and relinquishes any right or benefit which they may have under Civil Code Section 1542 to the full extent that such rights or benefits may lawfully be waived. In connection with such waiver and relinquishment, each such Party acknowledges that they or their representatives may hereafter discover claims or facts in addition to, or different from, those they now know or believe to exist with respect to any such claims, but that it is their intention to resolve and release these matters fully, finally, and forever.

For purposes of this Agreement, the following terms shall have the following meanings:

**"Environmental Claim"** means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party for events first occurring or exposures first occurring on or after the Closing under the Option to the extent relating to the Remainder Cells or Developer's operations thereon or thereunder and arising or alleged to arise under any Environmental Law.

**"Environmental Cleanup Liability"** means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on any part of the Remainder Cells, including the soil thereof, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

**"Environmental Compliance Cost(s)"** means any cost or expense of any nature whatsoever necessary to enable the Property (or the improvements installed by Developer within the Subsurface Lot of Remainder Cells during the Warranty Period (defined in Exhibit E attached hereto)) to comply with all applicable Environmental Laws in effect. **"Environmental Compliance Cost"** shall include all costs necessary to demonstrate that the Remedial Systems constructed by Developer on the Remainder Cells are capable of such compliance, as may be required by DTSC or any other governmental or regulatory body with jurisdiction over the 157 Acre Site.

**"Environmental Law"** means any federal, state or local statute, ordinance, rule, regulation, order, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal. The term **"Environmental Law"** shall specifically include the RAP, the technical requirements of the 1995 Consent Decree as respecting the Project, CFA, MAPO, SEIR (and any supplement or amendment thereto, and the MMRP adopted thereunder) and any other regulatory agreements or obligations imposed on the Property by DTSC or any other applicable governmental or regulatory body with jurisdiction over the Site.

**"Hazardous Material(s)"** is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United

States Government. The term "**Hazardous Material**" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (iii) defined as a "hazardous substance" under Section 78075 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article I of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.* (42 U.S.C. §9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Developer's release as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

**11. DEVELOPER SELF HELP.** In the event that the Authority is in default of its obligations to perform the Lenardo Infrastructure work in such manner as may prevent or delay the opening and occupation of any portion of Developer's Project upon the Property and pursuant to a schedule established for such work between Authority and Developer and approved by both parties in writing ("**Default Work**"), after receiving the notice and opportunity to cure as provided in Section 19.1 below, then Developer shall have the right, but not the obligation, to elect to perform the Default Work by providing written notice to the Authority (and the DTSC, if related to the Remedial Systems) ("**Self Help**"). If Developer elects Self Help with respect to the Default Work, Authority shall be required to refund Developer the amount of any unspent portion of the Lenardo Developer Payment and Developer shall use such amounts to directly fund such Default Work. If Developer elects Self Help, Authority shall promptly enter into a commercially reasonable access license agreement (consistent with the terms of the License Agreement) in order to permit Developer to access applicable portions of the 157 Acre Site, as necessary, to perform the Default Work. Any expenditure of Developer's funds to pay for the Default Work, shall be recoverable by Developer as damages and until reimbursed in full, subject to the Authority's receipt of invoices and reasonable backup documentation evidencing the payments made by Developer for such Default Work, [shall be deemed to be a loan to the Authority secured by a real property security interest in Cell 1 and Cell 2 (if and to the extent owned by the Authority at the time of such self-help), and shall be documented by means of one or more separate loans with commercially reasonable terms, with a mechanism included whereby such loan shall be assumed by the future buyer(s) or ground lessee(s) of the Surface Lots of Cell 1 or Cell 2, unless that party is the Developer or an affiliated entity ("**Related Party**"), in which event the amount of such loan shall be to the Related Party by the Authority for any amounts due and payable to the Authority by the Related Party for Cell 1 or Cell 2, as applicable (i.e., purchase price credit or rent offset).] [TO CONFIRM]

**12. RESERVED.**

**13. COVENANT REGARDING EXISTING PLL AND BRIDGE PLL.** Following the Closing, neither the Existing PLL nor the Bridge PLL (each as defined below) will be cancelled or terminated by the Authority before the expiration of its term without the prior written consent of Developer. The Authority agrees to cooperate with Developer in deleting, changing and/or adding names of additional Insureds on the Existing PLL and the Bridge PLL, including, without limitation, possibly individuals and newly formed entities.

**14. ESCROW PROVISIONS.**

**14.1 Escrow Instructions.** Sections 1 through 6, inclusive, 8, 9, 14, and 20 constitute the escrow instructions to Escrow Holder. [TO CONFIRM SECTION REFERENCES] If required by Escrow Holder, Developer and Authority agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Developer and Authority agree to execute



additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close Escrow so long as the same are not inconsistent with the terms of this Agreement.

**14.2 General Escrow Provisions.** Escrow Holder shall deliver the Title Policy to Developer and instruct the Los Angeles County Recorder to mail after recordation: (i) the Grant Deed to Developer at the address set forth in Section 22; (ii) the License Agreement and License Memorandum to both Developer and the Authority; (iii) the Insurance Administration Agreement to both Developer and the Authority; and (iv) the LOC Easement to both Developer and Authority. All disbursements shall be according to that Party's instructions.

**14.3 Proration of Real Property Taxes.** As a public agency, Authority is not subject to real property taxes and, accordingly, real property taxes shall not be prorated.

**14.4 Closing Statement.** At least five (5) business days prior to the Closing, Escrow Holder shall furnish Developer with a preliminary escrow closing statement. The preliminary closing statement shall be approved in writing by the Parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

**14.5 Termination and Cancellation of Escrow.** If Escrow fails to close under the Option, the Escrow Holder shall disburse all funds and documents in Escrow per the Parties' mutual instructions.

**14.6 Information Report.** Prior to Closing under the Option, Escrow Holder shall file and Developer and Authority agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045 regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Developer and Authority also agree that Developer and Authority, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such Party reasonably deems to be required to be disclosed to the Internal Revenue Service by such Party pursuant to Internal Revenue Code Section 60451, and further agree that neither Developer nor Authority shall seek to hold any such Party liable for the disclosure to the Internal Revenue Service of any such information.

**14.7 Brokerage Commissions.** Developer and Authority each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Developer and Authority each agree to indemnify and hold each other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee. The provisions of this Section shall survive the Closing or termination of this Agreement.

## **15. INSURANCE AND INDEMNIFICATION.**

**15.1 Insurance.** The Authority maintains the following policies. The Authority agrees to cooperate with Developer in deleting, changing and/or adding names of additional Insureds on the Existing PLL and the Bridge PLL, including, without limitation, possibly individuals and newly formed entities:

- a. A comprehensive site-specific pollution legal liability program issued by Beazley as Policy No. B0901EK1702322000 ("**Existing PLL**") that provides coverage for third party bodily injury and property damage claims and first party claims for cleanup costs for pollution conditions occurring on, at, under or migrating from the Site.
- b. The GL Policy.
- c. The Property Policy.
- d. The Bridge PLL.

**15.2 Reciprocal Indemnification.** Notwithstanding anything to the contrary contained in Section 19.4 [NOTE – NEED TO CHECK ALL SECTION REFERENCES HEREIN AND CONFIRM]hereof:

- a. **By Developer.** Developer shall defend, save and hold Authority and the Released Parties harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, claims, costs, demands, personal injury or death (collectively, "**Claims**"), which may arise, directly or indirectly, from:

- (i) any act or omission of Developer, its agents or contractors that causes damage to any of the Remedial Systems or other components of the Site located beyond the boundary of the Remainder Cells;
- (ii) any Claims from a third-party contractor, consultant, vendor or supplier relating to or arising from the performance of Developer's obligations under this Agreement, including without limitation, claims for nonpayment of amounts due from Developer to such third-party contractor, consultant, vendor or supplier;
- (iii) regulatory fines, Claims, and administrative penalties imposed upon Authority or the Site with respect to remedial obligations of Developer hereunder on the Remainder Cells or the subsurface components thereof prior to the approval by DTSC of a RACR, including, without limitation, Claims arising out of Developer's failure to construct the Remedial Systems in accordance with the terms herein;
- (iv) any act or omission of Developer, its agents or contractors that causes damage to any of the Remedial Systems on, at or under one or more of the Remainder Cells through and including the date that is one (1) year after DTSC's approval of the RACR for each respective Remainder Cell (it being agreed that this one (1) year period shall be determined and apply separately to each Remainder Cell based upon the date the RACR is issued for each particular Remainder Cell); and
- (v) after DTSC's approval of a RACR for a given Remainder Cell, Developer's acts or omissions that damage the Remedial Systems on that Remainder Cell (1) during subsurface work approved by DTSC and through and including the date that is one (1) year after completion of such subsurface work in compliance with the Environmental Regulatory Requirements, as applicable, subject to the terms and conditions of **Exhibit E** of this Agreement on that Remainder Cell; and (2) violations by Developer, its agents or contractors of any Environmental Regulatory Requirements on that Remainder Cell;

provided, however, that (i) to the extent that the insurance policies described in this Agreement or the Insurance Administration Agreement provide coverage for any of the aforementioned Claims, the obligations of Developer under this Section 15.2(a) shall not apply to the extent that coverage for defense and payment of loss, in any amount, is provided to Authority thereunder, whereupon performance by such insurers shall be deemed to satisfy the obligations of Developer under this Section 15.2(a); and (ii) the obligations of Developer under this Section 15.2(a) shall not apply to any Claims resulting from the negligence or willful misconduct of Authority, or its Board, officers, agents or employees. In any matter seeking to enforce the indemnities described in this Section 15.2(a), the Authority shall have the burden of proof.

**b. By Authority.** Authority shall defend, save and hold Developer harmless from any and all Claims which may arise, directly or indirectly, from:

- (i) any act or omission of Authority, its agents or contractors that causes damage to any of the Remedial Systems or other components of the Site;
- (ii) any Claims from a third-party contractor, consultant, vendor or supplier relating to or arising from the performance of Authority's obligations under this Agreement, including without limitation, claims for nonpayment of amounts due from Authority to such third-party contractor, consultant, vendor or supplier; and
- (iii) regulatory fines, Claims and administrative penalties imposed upon Developer or the Site with respect to remedial obligations of Authority hereunder on the Site prior to the approval by DTSC of a RACR for the Remainder Cells;

provided, however, that (i) to the extent that the insurance policies as described in this Agreement or the Insurance Administration Agreement provide coverage for any of the aforementioned Claims, the obligations of Authority under this Section 15.2(b) shall not apply to the extent that coverage for defense and payment of loss, in any amount, is provided to Developer thereunder, whereupon performance by such insurers shall be deemed to satisfy the obligations of Authority under this Section 15.2(b); and (ii) the obligations of Authority under this Section 15.2(b) shall not apply to any Claims resulting from the negligence or willful misconduct of Developer, or its officers, agents or employees. In any matter seeking to enforce the indemnities described in this Section 15.2(b), the Developer shall have the burden of proof.

**c. Survival.** The foregoing indemnities shall survive the expiration or termination of this Agreement.



**16. CHALLENGES.** The Parties acknowledge and agree that: (i) there may be challenges to legality, validity and adequacy of the Option Documentation and this Agreement, and the transactions contemplated hereunder; and (ii) if successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project, the Option Documentation, and the transactions contemplated hereunder. Neither the Authority nor the City shall have any liability under this Agreement for the inability of Developer to develop its proposed Project as the result of a judicial determination that this Agreement, the Option Documentation, or portions thereof, are invalid or inadequate or not in compliance with applicable law. Developer will defend any action or actions filed in connection with any of said legal challenges and will pay all costs and expenses including reasonable legal costs and attorneys' fees (including costs of the City/Authority and City Attorney fees incurred in connection therewith. Developer will promptly pay any final judgement (subject to Developer's or Authority's rights to appeal from such final judgement) rendered against the Authority/City, or any Released Parties for any such legal challenges and Developer agrees to save and hold Authority and the Released Parties harmless therefrom. Nothing in this Section shall be construed to mean that Developer shall hold City, Authority, or any Released Parties harmless and/or defend them to the extent of any legal challenge arising from the gross negligence or willful misconduct of any of City, Authority, or any Released Parties.

**17. SCHEDULE OF PERFORMANCE.** The Schedule of Performance attached as **Exhibit I** sets forth the estimated schedule for the performance of each Parties' obligations under this Agreement. The Parties agree to use their commercially efforts to perform their obligations in accordance with the Schedule of Performance, subject to market fluctuations and force majeure events.

**18. EXCLUSIVE NEGOTIATIONS.** During the Term of this Agreement, Authority shall not negotiate with any other third party any Contract (as defined below) regarding the sale, lease or development of the Property and Authority shall not enter into any such Contract with a third party during the Term. In the event that Authority during the Term enters into any Contract with a third party to sell or lease, Developer shall have the right to terminate this Agreement and be made whole on its costs expended pursuant to this Agreement by receiving a reimbursement of (i) the Cash Option Payment, (ii) all payments/reimbursements of Carry Costs previously paid by Developer, (iii) all payments/deposits/advances made by Developer to Authority under the Reimbursement Agreement; (iv) the Lenardo Developer Payment; and (v) the Monthly Funding Payments paid as of such date. Notwithstanding the foregoing, the Parties agree that the receipt by Authority, the Authority Board, City staff and/or City Council, from time to time, of unsolicited offers regarding a proposed development/acquisition of the Property from third parties shall not constitute a breach of the foregoing provision. As used in this Section, the term "**Contract**" means any written agreement, contract, commitment, instrument, lease, obligation or memorandum of understanding that is binding on Authority.

**19. ENFORCEMENT; REMEDIES.** The following default provisions and remedies shall apply to the transactions contemplated by the Parties herein, subject to the exclusive remedies in favor of Authority as set forth in Section 9 above with respect to a pre-Closing default by Developer.

**19.1 Notice and Opportunity to Cure.** The Party seeking relief for a default ("**Non-Defaulting Party**") in its discretion may elect to declare a default under this Agreement for any breach or failure by the other Party (the alleged defaulting Party, the "**Defaulting Party**") under this Agreement; provided that the Non-Defaulting Party must first comply with Section 19.2 hereof and thereafter provide written notice to the Defaulting Party setting forth in detail the nature of the breach or failure and the actions, if any, required to cure such breach or failure ("**Notice of Default**"). The Defaulting Party shall be deemed to be in "**Default**" under this Agreement if they fail to take such actions specified in the Notice of Default and cure such Default (x) within thirty (30) calendar days after the date of its receipt of the Notice of Default for monetary defaults and (y) for all other defaults, within sixty (60) calendar days after the date of its receipt of the Notice of Default; provided, however, if any such Default cannot be cured within the applicable time period, then the Defaulting Party shall not be deemed in breach of or in Default under this Agreement if and as long as such Party does each of the following: (i) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the timeframe specified in the Notice of Default; (ii) Notifies the Non-Defaulting Party of its proposed course of action to cure the default; (iii) Promptly commences to cure the default within the timeframe specified in the Notice of Default; (iv) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and (v) Diligently prosecutes such cure to completion. Developer shall have the right to audit the books and records of the Authority to verify any monetary payments made by or sought from Authority hereunder and Authority shall cooperate therewith ("**Audit**").

**19.2 Dispute Resolution.** Prior to any Party issuing a Notice of Default, the Non-Defaulting Party shall inform the Defaulting Party either orally or in writing of the alleged default and request a meeting to meet and confer over the alleged default and how it might be corrected. The Parties through their designated representatives shall meet within ten (10) calendar days of the request therefor, and shall meet as often as may be necessary to correct the conditions of default, but after a minimum period of negotiation of at least sixty (60) days following the initial meeting, either Party may terminate the meet and confer process and revive the claim of default by proceeding with a formal Notice of Default under Section 19.1.

**19.3 Developer Remedies.** Subject to the terms of Sections 19.1 and 19.2 above, Developer shall have the following non-exclusive remedies (each of which shall be exercisable in its sole and absolute discretion) following the occurrence of an uncured material Default by the Authority:

- a. **Carry Costs.** For pre-Closing defaults, Developer shall be relieved of its obligation to pay Carry Costs (which, for purposes of clarity, are only due from Developer following the Closing if and to the extent set forth in Section 3.3(d) and 3.3(e) above).
- b. **Payments.** Developer shall be immediately relieved of all payment obligations under this Agreement, including that the Authority shall have no right to the Lenardo Developer Payment.
- c. **Self-Help.** Developer may exercise, at its sole election, its self-help rights, subject to the terms of and as specifically provided for in this Agreement.
- d. **Specific Performance.** Developer may maintain an action for specific performance, to the extent it is legally entitled to same pursuant to a final determination by the Los Angeles County Superior Court.

**19.4 Authority's Remedies for Monetary Defaults of Developer.** Subject to the notice and cure periods set forth in Section 19.1, in the event Developer fails to meet any of its monetary obligations under this Agreement following Closing, including, without limitation, any failure to pay (i) the Carry Costs as and when due under Sections 3.3(d) and 3.3(e), (ii) the Lenardo Developer Payment, (iii) Monthly Funding Payments, or (iv) any obligations due and owing to Authority/City under the Reimbursement Agreement, then the Authority shall be entitled to commencing an action for monetary damages.

**19.5 No Other Recovery of Monetary Damages.** Due to the complex trade-off of rights under this Agreement, there shall be no recovery for monetary damages for a breach or Default of this Agreement, except for (i) the express rights set forth in this Agreement in favor of a Party for reimbursement of amounts due under this Agreement, and (ii) the express rights of the Authority as provided in Section 19.4 above. A dispute resolution process is provided in Sections 19.1 and 19.2. The Parties shall be entitled to equitable relief in the form of specific performance or injunction in the event of a violation of the terms hereof following (a) utilization of the dispute resolution process, and (b) a final determination by the Los Angeles County Superior Court.

**19.6 Time of Essence; Force Majeure.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. All times provided in this Agreement for the performance of any act shall be strictly construed. Notwithstanding the foregoing, each Party shall be entitled to extension of its deadlines for performance to the extent that such Party's performance is actually delayed by war; acts of terrorism; insurrection; strikes or lock-outs; riots; floods; earthquakes; fires; casualties; pandemics; epidemics; quarantine restrictions; freight embargoes; lack of transportation; challenges to this Agreement, or enjoins construction or other work or prevents or suspends construction work; inability to secure necessary labor, materials or tools and other similar causes beyond the reasonable control and without the fault of the delayed Party (collectively, "**Force Majeure**"). In the event of any claimed Force Majeure delay, except as otherwise set forth in this Agreement, the claiming Party must notify the other Party in writing of the events giving rise thereto within thirty (30) days of their commencement and termination (and shall be entitled to extension of its deadlines for performance only from the date that is thirty (30) days prior to the date of such notice of commencement).

**19.7 Attorneys' Fees.** In any action between the Parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing Party in such action shall be entitled, to have and to recover from the other Party its reasonable attorneys' fees and other reasonable expenses including consultant and expert witness fees in connection with such action or proceeding, in addition to its recoverable court costs.

**20. NON-COLLUSION; CONFLICTS OF INTEREST.** Developer represents and warrants to the Authority that no officer, official or employee of Authority has any financial interest direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any state or municipal statute or regulation. Developer acknowledges the requirements of Government Code Sections 1090 *et seq.* ("**1090 Laws**") and represents and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Developer solicit, participate in, or facilitate a violation of the 1090 Laws. The determination of "financial interest" shall be consistent with state law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. In addition, Developer further represents and warrants that, for the 12-month period preceding the Effective Date of this

Agreement, it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City or Authority official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq.*). Developer further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any official, officer, or employee of the Authority, as a result or consequence of obtaining or being awarded this Agreement. Developer is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

**Developer's Initials:** \_\_\_\_\_

**21. TRANSFER OF RIGHTS.** Authority has engaged in an extensive process to select a developer based on its capability, its assembled team's experience with similar projects, its financial resources and/or its ability to obtain financing and the capabilities of the development/financial team. Therefore:

- a. **Intentionally Omitted.**
- b. **Prior to Completion of the Project:** Developer may Transfer (as defined below) its rights and obligations under this Agreement and/or any of the Option Documentation to any person or entity ("**Pre-Completion Transferee**") following the prior written consent of the Authority, which consent shall be given in the Authority's reasonable discretion within thirty (30) days of request, such reasonableness being based on the following factors: (i) Pre-Completion Transferee's financial strength capitalization and/or its ability to obtain financing as the same relates to the portion of the Project being Transferred, (ii) the Pre-Completion Transferee's experience with projects that are comparable to the portion of the Project proposed to be Transferred, (iii) the identity of the principals and management team assigned to such portion of the Project proposed to be Transferred, and (iv) its receipt of an executed assignment and assumption agreement in a form approved by the Authority ("**Transfer Agreement**") accepting and assuming the obligations of Developer hereunder with respect to such portion of the Project proposed to be Transferred. Upon such Transfer, Developer shall be fully released of all of its obligations under this Agreement for the portion of the Project so Transferred except as specifically stated in this Agreement. Any assignee of Developer's rights hereunder shall be subject to the terms and conditions of this Agreement (and any amendments thereto), the Insurance Administration Agreement, the License Agreement, the Funding Agreement, the LOC Easement, the 157 Acre Covenants and the CFD Covenant (if finalized by then), and the Grant Deed (and all easements provided therein), but only to the extent specifically assigned to such assignee, and only to the extent relating to the portion of the Project being transferred. The term "**Transferred**" or "**Transfer**" means any hypothecation, sale, conveyance, ground lease, assignment or other transfer of the Developer's obligations / rights under this Agreement or of any portion of the Property. For avoidance of doubt, a Transfer shall not include a master lease, space lease, or sublease of all or any portion of the Property to a user of the Property.
- c. **Right to Transfer After Issuance of Certificate of Completion for the Project:** Following the date of the issuance of a Certificate of Completion required for the portion of the Project then proposed to be Transferred by Developer, Developer (or any previously approved Pre-Completion Transferee) may, in its sole and absolute discretion, freely Transfer all or any portion of this Agreement or all or any interest, obligation, or right hereunder, to any entity or person (whether or not owned and controlled by or affiliated with Developer or with a any previously approved Pre-Completion Transferee), provided that Developer (or such Pre-Completion Transferee) notifies the Authority at least ten (10) days prior to any such Transfer and provides a fully-executed Transfer Agreement, and if the Transfer is comprised of any portion of Carson Place, promptly supplies the Authority with any documents or information reasonably requested by the Authority regarding such Transfer to confirm it meets the requirements set forth in the last sentence of this subsection. Upon such Transfer, Developer (and/or, if applicable, the Pre-Completion Transferee), shall be released of its obligations under this Agreement with respect to the portion of the Project so Transferred except as specifically stated in this Agreement or as provided in the Development Agreement. Notwithstanding anything to the contrary herein, with respect to the Carson Place, the proposed transferee must have either (a) substantial experience in leasing and operating projects similar to the Carson Place ("**Comparable Projects**"), or (b) has contractually retained third parties that have substantial experience in leasing and operating Comparable Projects.
- d. **Permitted Transfers:** Notwithstanding anything to the contrary in this Agreement, the following Transfers shall be permitted at any time without any prior consent of the

Authority (any such assignee or transferee described in this Section 19(d) hereinafter referred to as a "**Permitted Transferee**" and any such Transfer, a "**Permitted Transfer**");

- (1) Any Transfer to any entity that is affiliated with or related to (by virtue of an ownership interest, management agreement or voting right) either Faring Capital LLC or an affiliated company ("**Faring Entity**") and which is sufficiently capitalized for the development and completion of the Project (or applicable portion thereof); or
  - (2) A Transfer of direct or indirect interests in and to Developer or Pre-Completion Transferee of up to 45% of the ultimate ownership interests in and to Developer or Pre-Completion Transferee (in the aggregate); provided, however, in either such case, Faring Entity shall remain obligated to act as development manager/consultant for the Developer Pre-Completion Transferee through substantial completion of the Project with the identity of the principal representatives tasked with oversight of the Project on behalf of Faring Entity subject to reasonable approval by the Authority. The Parties agree that the following individuals are pre-approved for such purpose: Jason Ilouliau, William Trueblood, Brendan Kotler and Darren Embry.
- e. **Rights of Transferees:** Any permitted assignees/transferees of this Agreement shall be entitled to all of the benefits of Developer under this Agreement including without limitation, the right to be named on the Insurance Programs as defined and described in the Insurance Administration Agreement.
- f. **Authority:** The Authority shall not have the right to assign or transfer this Agreement without the prior written consent of the then-holder of the rights of "Developer" under this Agreement, which may be given or withheld in the sole and absolute discretion of such Party, unless (i) such assignment or transfer is made to a public agency having sufficient resources and assets to satisfy the obligations of Authority hereunder and with respect to the Site, (ii) such assignment or transfer is approved by DTSC, and (iii) following such assignment or transfer the Enterprise Fund Agreement remains funded or another sources of funding with at least the same amount of funding in the Enterprise Fund at the time of transfer is in place and in effect, in which case, the Authority need not obtain prior consent from Developer.
- g. **No Approval Needed for Certain Transfers.** Authority's approval of a Transfer of any portion of the Property under this Agreement shall not be required in connection with any of the following (which shall also for purposes hereof be deemed a Permitted Transfer):
- (i) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing, and any resulting foreclosure, sale or assignment in lieu thereof.
  - (ii) The granting of covenants, easements and/or dedications to facilitate the development of the Property.
  - (iii) A transfer of common areas to a duly-organized property owner's association.
- h. **Release of Developer.** Upon the written consent of Authority to a partial or full Transfer of this Agreement, or in connection with any Permitted Transfer, and the express written assumption of the assigned obligations of Developer under this Agreement by the assignee pursuant to a Transfer Agreement, Developer shall be relieved of the assigned obligations under this Agreement with respect to the applicable interest in the Agreement so transferred, as long as there does not existing a Developer Default under the terms of this Agreement prior to the Transfer (in which case Developer shall not be released from these obligations that are in default until such default is cured).

**22. NOTICES.** Any notices, requests, demands, documents approvals or disapprovals given or sent under this Agreement from one Party to another (each a "**Notice**", and collectively, the "**Notices**") shall be given to the Party entitled thereto at its address set forth below or at such other address as such Party may provide to the other Parties in writing. Any such Notice may be given (i) by personal delivery which will be deemed received on the day of delivery; (ii) by national overnight delivery service which shall be deemed received the following day; (iii) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the Party to whom the Notice is directed as set forth below; or (iv) electronic mail so long as Notice is also provided simultaneously pursuant to one of the above described provisions for hard-copy Notice, addressed

as follows which shall be deemed delivered upon electronic confirmation of receipt by the addressee to the sending party:

To Authority:	Carson Reclamation Authority 701 East Carson St. Carson, CA 90745 Attention: Executive Director Email: jraymond@carsonca.gov
With a Copy to:	Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614 Attention: Sunny Soltani Email: ssoltani@awattorneys.com
To Developer:	Carson Goose Owner, LLC 659 N. Robertson Blvd. West Hollywood, CA 90069 Attention: William Trueblood Email: chris@faring.com
With Copies to:	Allen Matkins Leck Gamble Mallory & Natsis LLP 2010 Main Street, Suite 800 Irvine, California 92614 Attention: Pamela Andes Email: pandes@allenmatkins.com  Allen Matkins Leck Gamble Mallory & Natsis LLP 1901 Avenue of the Stars Los Angeles, California 90067-6019 Attention: Tony Natsis and Crystal Lofing Email: <a href="mailto:tnatsis@allenmatkins.com">tnatsis@allenmatkins.com</a> ; <a href="mailto:clofing@allenmatkins.com">clofing@allenmatkins.com</a>  Rand Paster & Nelson LLP 633 West Fifth Street, 64 <sup>th</sup> Floor Los Angeles, CA 90071 Attention: Dave Rand Email: dave@rpnllp.com

**23. CITY/AUTHORITY RESERVATION OF DISCRETION; NON-WAIVER OF POLICE POWERS.**

**23.1 Discretionary Environmental Review.** As to any matter which the City or the Authority is legally entitled to exercise its discretion with respect to the proposed Project, nothing herein shall obligate the City or the Authority to exercise its discretion in any particular manner, and any exercise of discretion reserved hereunder or required by law is not a waiver of the City's police powers and shall not be deemed to constitute a breach or Default by the City or the Authority under this Agreement.

**23.2 Mere Option, Not a Sale.** Developer acknowledges and agrees that this Agreement does not constitute a disposition of property by the Authority and Developer has not acquired and will not acquire, solely by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from the Authority. Execution of this Agreement does not constitute "approval" of a "project," as those terms are defined in CEQA.

**24. GENERAL PROVISIONS.**

**24.1 Entire Agreement.** This Agreement, together with the Reimbursement Agreement, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and this Agreement and the Reimbursement Agreement shall supersede all prior agreements and understandings, whether oral or written, between and among Developer, the Authority and the City with respect to the matters contained in this Agreement or the Reimbursement Agreement. The Authority acknowledges that Developer has fulfilled its payment obligations under the June RA Letter and Developer has no further payment obligations to the Authority thereunder.

**24.2 Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the enforcement of the terms and conditions of this Agreement. The venue for any dispute shall be Los Angeles County Superior Court.

**24.3 No Waiver.** No delay or omission by either Party in exercising any right or power accruing upon the compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

**24.4 Amendment; Termination.**

- a. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by a written instrument or endorsement thereon and in each such instance executed by both Parties.
- b. Upon termination of this Agreement, except as expressly provided otherwise herein (i) neither Party shall have any right, remedy or obligation under this Agreement, except that any indemnification provisions shall survive such termination; and (ii) each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity and expressly waives any rights to consequential damages or special damages from the other Party.

**24.5 Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**24.6 Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a Party under any rule of construction, including the Party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

**24.7 No Third-Party Beneficiaries.** This Agreement is only between the Parties and is not intended to be nor shall it be construed as being for the benefit of any third party.

**24.8 No Liability.** No official, officer, employee or agent of the Authority or Developer shall have any personal liability under this Agreement. Further in the event the documentary transfer taxes due from the transaction are determined to be greater than those paid at the Closing Date at a later date by the taxing authority, the Developer shall pay for those transfer taxes and the amount of such transfer taxes shall be credited against future Monthly Funding Payments due under this Agreement until such amount is exhausted.[CRA BOARD TO CONFIRM TERMS]

**24.9 Good Faith.** Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. The Parties acknowledge and agree that the Authority and City are separate entities and the City is not a party to this Agreement. However, the Authority, to the extent legally permissible, shall encourage the City to undertake its actions provided hereunder as expeditiously as possible and in the spirit of this Agreement.

**24.10 Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart. The signature of any Party to this Agreement transmitted to any other Party by facsimile or e-mail shall be deemed an original signature of the transmitting Party.

**24.11 Recitals/Exhibits.** All exhibits attached hereto and incorporated herein by reference and all the Recitals are acknowledged to be true and correct and are incorporated herein by reference. The Exhibits to this Agreement are as follows:

Exhibit A:	Site Map
Exhibit B:	Parcel Map
Exhibit C:	Form of Grant Deed
Exhibit D:	Site Plan

Exhibit E:	Additional Terms of Transaction Regarding Lenardo Infrastructure, Site Development Improvements, and Environmental Remediation Responsibilities
Exhibit F:	License Agreement
Exhibit G:	License Memorandum
Exhibit H:	Title Policy
Exhibit I:	Estimated Schedule of Performance
Exhibit J:	Insurance Administration Agreement
Exhibit K:	Lenardo Infrastructure
Exhibit L:	Bill of Sale
Exhibit M:	Funding and Cooperation Agreement
Exhibit N:	Memorandum of Funding and Cooperation Agreement
Exhibit O:	LOC Easement

**24.12 Qualification and Authority.** Each individual executing this Agreement on behalf of Developer and Authority, respectively, represents, warrants and covenants to the counterparty that (i) it is duly organized and existing, (ii) such person is duly authorized to execute and deliver this Agreement on behalf of Developer or Authority, respectively, in accordance with authority granted under the organizational documents of Developer or Authority, respectively, and (iii) Developer or Authority, respectively, is bound under the terms of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which Developer or Authority, respectively, is bound.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above

NOTE: Sections 9 & 10.2 must be initialed by Developer and the Authority as applicable.

DEVELOPER:

CARSON GOOSE OWNER, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: William Trueblood  
Title: Manager

AUTHORITY:

CARSON RECLAMATION AUTHORITY,  
a California joint powers authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw  
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Sunny Soltani, Authority Counsel



**ACKNOWLEDGEMENT AND AGREEMENT OF ESCROW HOLDER**

The undersigned hereby acknowledges and agrees it has reviewed the terms and provisions of that certain Amended and Restated Option Agreement and Joint Escrow Instructions, dated \_\_\_\_\_, 2025 ("**Agreement**"), between Carson Goose Owner, LLC and the Carson Reclamation Authority, and agrees to be bound by the specific terms and conditions binding on Fidelity National Title Insurance Company as the "Escrow Holder" (as defined in the Agreement) as set forth in the introductory section of the Agreement.

The individual executing this Acknowledgment on behalf of Escrow Holder, represents, warrants and covenants that (i) it is duly organized and existing, (ii) such person is duly authorized to execute and deliver this Acknowledgment on behalf of Escrow Holder, in accordance with authority granted under the organizational documents of Escrow Holder, and (iii) Escrow Holder is bound under the terms of the Agreement, and (iv) entering into this Acknowledgment does not violate any provision of any other agreement to which Escrow Holder is bound.

AGREED AND ACCEPTED AS OF THIS \_\_ DAY OF \_\_\_\_\_, 2025

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name: Jessica Avila  
Title: Escrow Officer

**EXHIBIT A**

**SITE MAP**



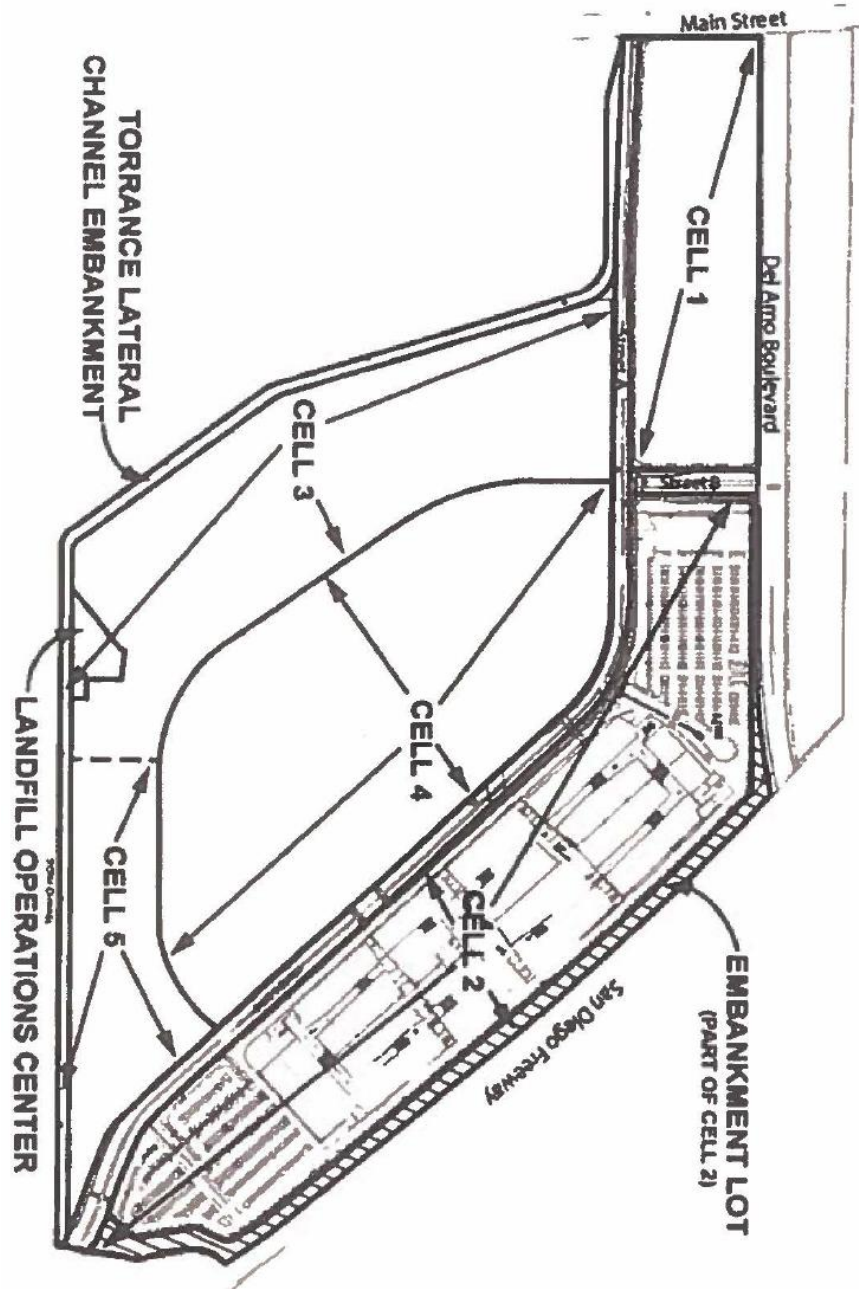


EXHIBIT A

**EXHIBIT B-1**  
**PARCEL MAP**  
[ATTACHED]

**2 PARCELS**  
**167.29 ACRES**

**PARCEL MAP NO. 70372**

**IN THE CITY OF CARSON**  
**COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

BEING A SUBDIVISION OF LOTS 2 THROUGH 8, INCLUSIVE, AND ALL OF LEWIS DRIVE OF TRACT NO. 42365 AS PER MAP FILED IN BOOK 1056, PAGES 84 THROUGH 88, INCLUSIVE, OF MAPS, AND STAMPS DRIVE AS VACATED BY THE CITY OF CARSON PER RESOLUTION RECORDED MAY 2, 2008 AS INSTRUMENT NO. 2008002238, OF OFFICIAL RECORDS, BOTH IN THE THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**OWNERS STATEMENT:**  
WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.  
WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC RIGHTS SHOWN ON SAID MAP.  
AND ALSO DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR STORM DRAIN, APPURTENANCE, STREET LIGHT, AND ALSO DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR PUBLIC UTILITIES PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THEREOF INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.  
AS A DEDICATION TO PUBLIC USE, WHILE ALL OF DEL AMO BOULEVARD AND MAIN STREET WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS PUBLIC STREETS, WE HEREBY GRANT TO THE CITY OF CARSON THE RIGHT TO RESPECT DIRECT INGRESS AND EGRESS TO SAID STREETS, IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

**CARSON MARKETPLACE, LLC**  
A DELAWARE LIMITED LIABILITY COMPANY  
BY: LNR CARSON, LLC A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER  
BY: LNR CPM HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER  
BY: LNR COMMERCIAL PROPERTY INVESTMENT FUND LIMITED PARTNERSHIP A DELAWARE LIMITED PARTNERSHIP, ITS MEMBER  
BY: LNR CPM FUND, LLC A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER  
BY: Richard Klein ITS  
BY: Mike ITS

**LA METRONAL, LLC**  
BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 29, 2006 AS INSTRUMENT NO. 06-2174652 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
HERBERT L. ROTH  
AUTHORIZED SIGNATORY FOR OR RICHARD B. INVESTORS, LLC  
AS INVESTMENT MANAGER FOR SOUTHERN CALIFORNIA, ARIZONA, COLORADO AND SOUTHERN NEVADA GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKS FINISH PLAN  
SOLE MEMBER OF LA METRONAL, LLC  
AND ALSO DEDICATE TO THE CITY OF CARSON THE EASEMENTS FOR COVERED STORM DRAIN, APPURTENANCE STRUCTURES, STREET DRAIN INGRESS AND EGRESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THEREOF INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

**CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON**  
BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 17, 2015 AS INSTRUMENT NO. 2015000001 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
BY: Patrick Acosta  
TITLE: Acting City Manager  
I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND EASEMENTS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 5462 AND 5463 OF THE SUBDIVISION MAP ACT.  
EXECUTIVE OFFICE, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY: 12-30-13 DATE

**SURVEYORS STATEMENT:**  
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON MARCH 2012 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF CARSON MARKETPLACE, LLC IN JANUARY, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT SAID MONUMENTS ARE ON OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRANSECTED, AND THAT THE NOTES TO ALL CENTER LINE MONUMENTS SHOWN AS TO BE SET WILL BE ON FILE IN THE OFFICE OF CITY ENGINEER WITHIN 24 MONTHS FROM THE FILING DATE SHOWN HEREON.  
GREGORY A. HELAND, L.S.: 5334  
DATE: 12/30/13

**CITY ENGINEERS CERTIFICATE:**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO THE CITY RECORDS.  
YASSAD GHAN, CITY ENGINEER  
CITY OF CARSON  
R.C.E. 1-55923  
EXPIRES: 8-30-2014

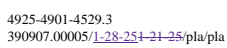
**COUNTY ENGINEERS CERTIFICATE:**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLETS WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.  
STEVE R. BARBER, DEPUTY  
P.L.  
DATE: 12/30/13

**SPECIAL ASSESSMENT CERTIFICATE:**  
I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.  
KAREN AVILLA  
CITY TREASURER - CITY OF CARSON  
DATE: 11/12/13

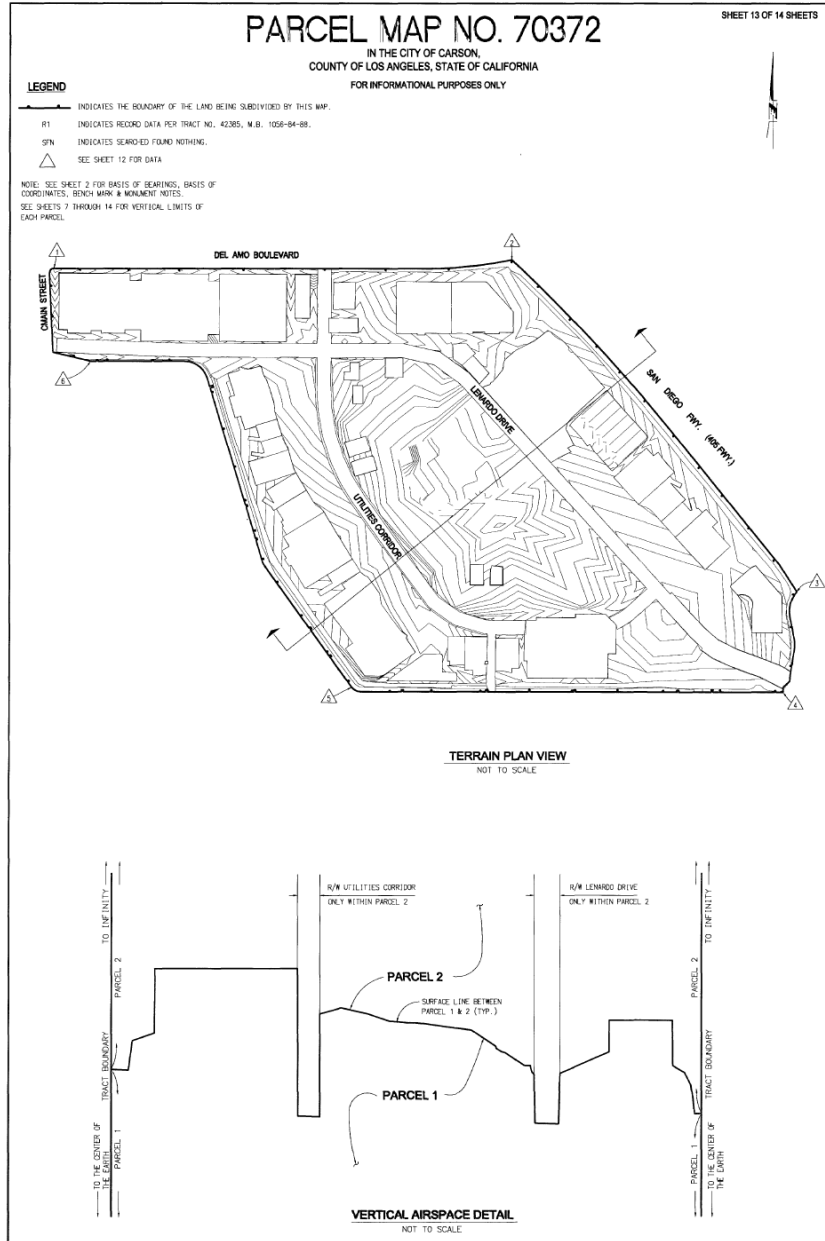
**CITY CLERK'S CERTIFICATE:**  
I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON BY MOTION ADOPTED AT ITS SESSION ON THE 17th DAY OF SEPTEMBER, 2013, APPROVED THE ABOVE MAP, DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION FOR STREETS, HIGHWAYS, AND OTHER PUBLIC RIGHTS SHOWN ON SAID MAP, AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF CARSON:  
EASEMENT FOR COVERED STORM DRAIN, APPURTENANCE STRUCTURES, STREET DRAIN INGRESS AND EGRESS PURPOSES.  
EASEMENT FOR PUBLIC UTILITIES OVER PARCEL 2 AS SHOWN ON THE MAP.  
THE RIGHT TO RESPECT DIRECT INGRESS AND EGRESS ON DEL AMO BOULEVARD AND MAIN STREET.  
WE ALSO HEREBY CERTIFY THAT, PURSUANT TO SECTION 66445 (J) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES THE ABANDONMENT OF THE STREET RIGHT OF WAY OF LEWIS DRIVE AND EASEMENTS FOR SLOPE, DRAINAGE PURPOSES, WHICH WERE ACQUIRED BY THE CITY OF CARSON ON THE TRACT NO. 42365, FILED IN BOOK 1056, PAGES 84 THROUGH 88 OF MAPS AND THE EASEMENT FOR PUBLIC UTILITY PURPOSES LYING OVER THE VACATED PORTION OF STAMPS DRIVE RESPECTED TO THE CITY OF CARSON PER RESOLUTION RECORDED MAY 21, 2008 AS INSTRUMENT NO. 2008002238 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, NOT SHOWN ON THIS MAP.  
DANIELA GARCIA  
CITY CLERK - CITY OF CARSON  
DATE: 11/12/2013

**NOTES:**  
1. THIS MAP IS APPROVED AS A SUBDIVISION FOR TWO VERTICAL PARCELS. THE UPPER PARCEL IS A RESIDENTIAL/COMMERCIAL PARCEL.  
2. SEE SHEET 2 FOR NEIGHBOR ADJOINEMENTS.







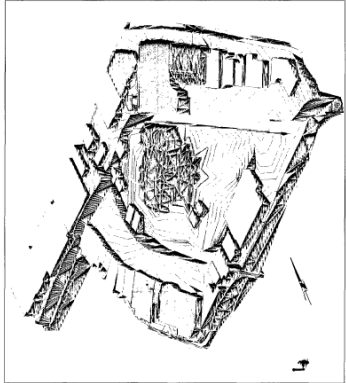
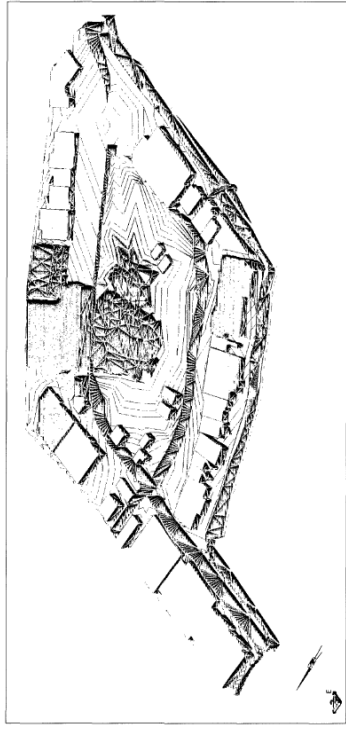
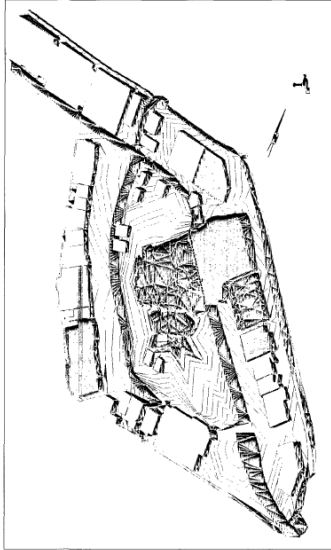
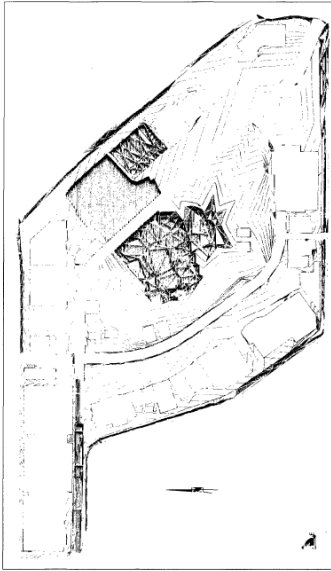




# PARCEL MAP NO. 70372

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

SEE SHEETS 7 THROUGH 12 FOR SURFACE DATA FOR VERTICAL PARCEL LIMITS



**EXHIBIT B-2**  
**FINAL RECORDED MAP**

1445/53

BOOK 4445 PAGE 53

SHOOT AREA: NO. 333 ACRES  
NET AREA: 33.33 ACRES

## TRACT NO. 83481

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF PARCEL MAP NO. 70372, AS  
PER MAP RECORDED IN BOOK 377, PAGES 75 THROUGH 85, INCLUSIVE OF PARCELS, MAPS  
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.FILED  
AT RECORDS OF OWNER  
24 MAY 2003 PM  
IN BOOK 4445  
AT PAGE 53-66  
OF PAGES  
LOS ANGELES COUNTY  
RECORDS SECTION  
BY 312222  
DATE 01-00  
FILED 01-00  
10A FEB 06 20 53-66

SHEET 1 OF 14 SHEETS

## OWNERS STATEMENT:

WE HEREBY STATE THAT AT THE TIME OF THE SURVEY OF THE LANDS DESCRIBED HEREIN THE  
SUBDIVISION THEREON WAS MADE WITHIN THE STATUTORY PERIOD, AND NO OTHER TO THE  
PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DECLARE TO THE CITY OF CARSON THE FOLLOWING EASEMENTS FOR:

1. EASEMENT FOR PUBLIC
2. PUBLIC UTILITY PURPOSES
3. ACCESS AND PUBLIC UTILITY PURPOSES

CARSON REDEMPTION AUTHORITY, A CALIFORNIA COURT REPORTS AUTHORITY  
CREATED PURSUANT TO CARSON GOVERNMENT CODE SECTION 900 ET SEQ.BY: John S. Raymond  
NAME: Executive Director  
TITLE:

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A TITLE AND COMPILATION  
FIELD SURVEY BY ME OR UNDER MY SUPERVISION DURING 2023, IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES OF THE CITY OF CARSON.  
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
SUBDIVISION, AND THAT ALL THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.  
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I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
SUBDIVISION, AND THAT ALL THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.STEVEN C. ZUCCHI, P.E. No. 9944  
DATE: 10/19/2023

## NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPETENT AND QUALIFIED TO TAKE OATHS OF OFFICE  
THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE  
INSTRUMENT, AND THAT THE SIGNATURE OF SAID INDIVIDUAL IS TRUE.STATE OF CALIFORNIA  
COUNTY OF LOS ANGELESON October 24, 2023 at Carson, California, I, Joy Simarago, Notary Public,  
PERSONALLY APPEARED John Stephen Raymond, known to me to be the person whose name is subscribed  
to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and  
considerations therein expressed, and that he executed the same voluntarily.I, the undersigned, being a Notary Public duly qualified and sworn in the State of California, do hereby  
certify that the foregoing instrument was duly executed by the person whose name is subscribed  
therein, and that the person whose name is subscribed therein is the person whose name is subscribed  
therein.I, the undersigned, being a Notary Public duly qualified and sworn in the State of California, do hereby  
certify that the foregoing instrument was duly executed by the person whose name is subscribed  
therein, and that the person whose name is subscribed therein is the person whose name is subscribed  
therein.MY PRINCIPAL PLACE OF BUSINESS IS Los Angeles, CALIFORNIA.MY COMMISSION EXPIRES 12/2/2026COMMISSION NO. 2425866JOY SIMARAGO  
(PRINT NAME)I HEREBY CERTIFY THAT THE SIGNATURE OF THE PERSON WHOSE NAME IS SUBSCRIBED TO THE  
FOREGOING INSTRUMENT WAS DULY EXECUTED BY THE PERSON WHOSE NAME IS SUBSCRIBED  
THEREIN, AND THAT THE PERSON WHOSE NAME IS SUBSCRIBED THEREIN IS THE PERSON WHOSE  
NAME IS SUBSCRIBED THEREIN.I, the undersigned, being a Notary Public duly qualified and sworn in the State of California, do hereby  
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therein.

## CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO  
THE PLATIFICATION MAP AND ANY APPROVED SUBSTITUTIONS THEREOF, THAT ALL PROVISIONS OF LOCAL  
SUBDIVISION ORDINANCES OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE  
SUBDIVISION MAP AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION  
66424(c)(1)-(3) AND (3) HAVE BEEN COMPLIED WITH.COLLEEN M. WHOLEY, CITY ENGINEER  
DATE: 10/19/2023

## COUNTY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS WITH ALL PROVISIONS OF  
STATE LAW AND LOCAL ORDINANCES OF THE CITY OF CARSON, AND THAT I AM  
SATISFIED THAT THIS MAP IS SUBSTANTIALLY CORRECT IN ALL RESPECTS NOT EXCEPTED BY THE  
CITY ENGINEER.D. J. LEE, COUNTY ENGINEER  
DATE: 11/09/2023

## SPECIAL ASSESSMENTS CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LISTED UNDER THE JURISDICTION OF THE CITY  
OF CARSON, TO WHICH JUSTICE PROPERTY ON THE OTHER SIDE OF THE MAP IS  
SUBJECT, AND INTEREST OF PUBLIC, HAVE BEEN PAID IN FULL.

DATE: 10/19/23

CITY ENGINEER, CITY OF CARSON

## CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY CLERK, OF THE CITY OF CARSON BY ACTION AT ITS REGULAR  
MEETING ON October 2023 APPROVED THE FOREGOING MAP AND ACCEPTED  
ON BEHALF OF THE PUBLIC, THE FOLLOWING EASEMENTS AS DESIGNATED HEREIN FOR:

1. SPECIAL PURPOSES
2. PUBLIC UTILITY PURPOSES
3. ACCESS AND PUBLIC UTILITY PURPOSES

ON BEHALF OF THE CITY CLERK, PURSUANT TO GOVERNMENT CODE SECTION 66424(c) OF THE  
SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES ACCEPTANCE OF IT AS A CITY  
EASEMENT ACQUIRED BY THE CITY OF CARSON ON PARCEL MAP NO. 70372 P.M.S. 377/79-85, ALL  
PORTIONS OF SAID EASEMENT WITHIN THE BOUNDARY OF THIS MAP ARE HEREBY APPROVED AND ARE  
NOT SUBJECT TO THIS MAP.DATED THIS 19th DAY OF October, 2023

K. Bradshaw, CITY CLERK

DATE: 10/19/2023

CITY CLERK, CITY OF CARSON



TRACT NO. 83481  
IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

SHEET 2 OF 14 SHEET

## BASIS OF BEARINGS AND COORDINATES

THE BASIS OF COORDINATES FOR THIS PARCEL, MAP 15, IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (1983 EPOCH), ZONE 5. COORDINATES DETERMINED LOCALLY UPON THE FOLLOWING CONTROL STATIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS) AND AS DERIVED BY THE DYNAMIC SURVEYS EPOCH CONJUGATE TOOL AND ON-LINE RESURCE (SECTOR) PRODS&E

STATION	NOTHING	CASTING	DESCRIPTION
0202	1,777,415.00 S	6,487,563.0377	GPS CORN CODE (P.L. A-1047)
0405	1,758,295.9271	6,478,882.0070	GPS CORN CORN (P.L. A-1055)
2032	1,764,323.8737	6,481,786.4654	GPS P.L. 000039, D.L. 1 IN CORN

BASES OF BEARINGS: BETWEEN STATION "0645" AND STATION "0030" BEARING =  $N44^{\circ}22'32"E$

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY 0.99960859.

## BENCHMARK

ELEVATIONS AS SHOWN HEREIN ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1989, BASED LOCALLY UPON LOS ANGELES COUNTY PUBLIC WORKS BENCH MARK Y 10542, BEING A TAP IN EAST CATCH BASIN, 14.1' SOUTH OF LOS AT SOUTH-EAST CORNER OF MAIN STREET AND TORRANCE BLVD., 80.0' SOUTH AND 99.0' EAST OF CENTERLINE INTERSECTION.

ELEVATION BEING 29,769 FEET.

## PROJECT BENCHMARK

FOULD PURCHASE LAGOON MONUMENT, STAMPED "A. G. FLOOD CONTROL 1979 48-500" ON AUGUST 1979. IN GENERAL CITY BORDERS OF PARCEL MAP NO. 40572, BOOK 377, PAGES 78-79 (BOOK 39 OF PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MONUMENT LOCATED AT THE SLYE EDGE OF THE ACCESS ROAD ALONG FOREWALL, LAGOON FLOOD CONTROL, CHANNEL, APPROXIMATELY 277 FEET EAST OF THE CENTERLINE MAIN STREET.

ELEVATION SETING: 21.08

### SIGNATURE OMISSIONS

PLAUSIBLE TO THE PROVISIONS OF SECTION 66430(c)(5)(A)(i-viii), OF THE SRODINSHION AND ACT THE FOLLOWING SIGNATURES HAVE BEEN OBTAINED:

- [illegible]

SHEET INDEX

SHEET 3: BOUNDARY CONTROL  
SHEET 4: BOUNDARY CONTROL AND EASCENT DETAILS  
SHEET 5: LOT 14 DETAIL  
SHEET 6: LOTS 7 THROUGH 12 DETAIL  
SHEET 7: SUBSARIAL EGRESS DETAIL  
SHEET 8-12: VERTICAL LISTS OF TPOI PAVES  
SHEET 14: TYPICAL PLAN VIEW AND VERTICAL ALIGNMENT DETAIL

#### RECORD REFERENCES

- H1 PAVOL, M<sup>1</sup> NO. 70572, T.M.B. 377/76-89  
R2 TRACT 189 42385, M.E. 1368/84-88

### LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

INDICATES SURFACE INFLECTION WITH BOUNDARY POINTS AS SHOWN.  
SEE SHEET 13 FOR DATA.

## MONUMENT NOTES

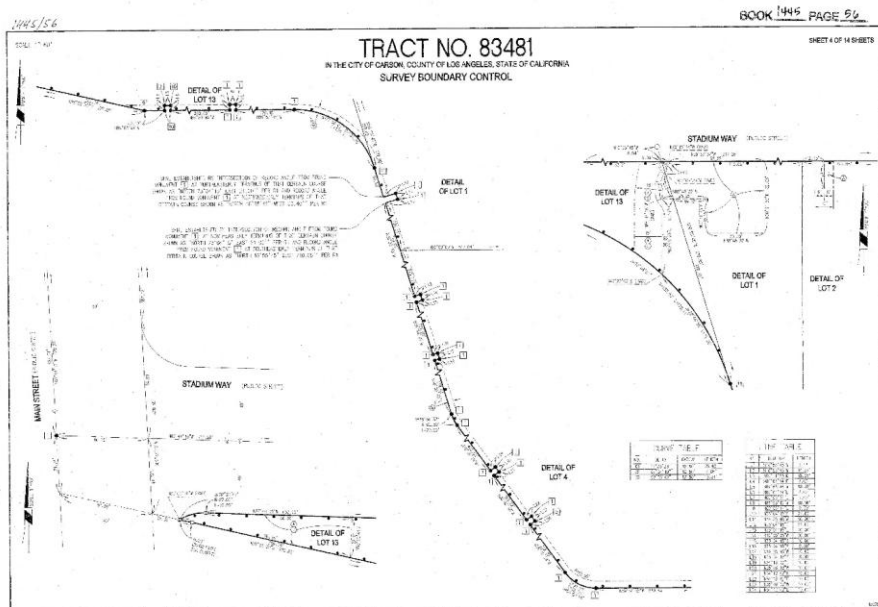
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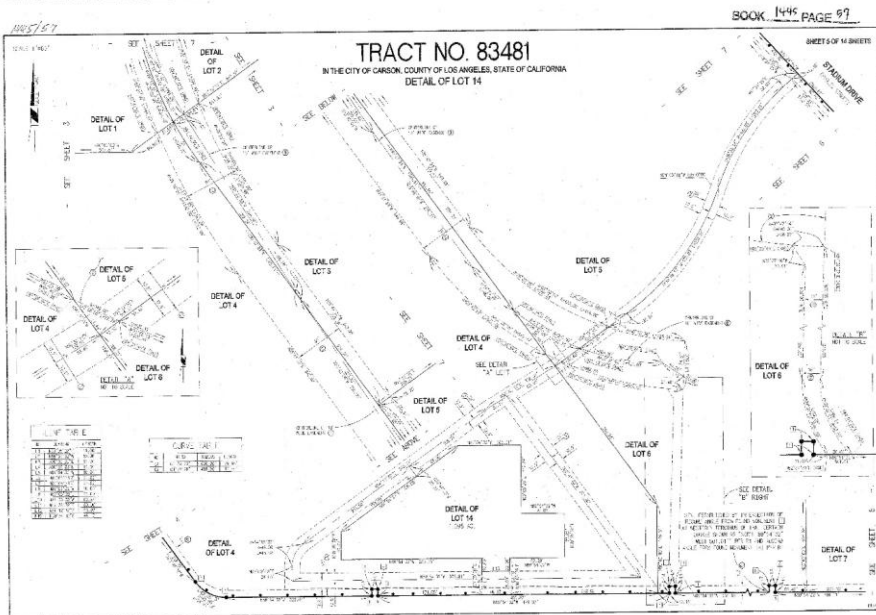
- [illegible]

## EASEMENT NOTES

- [illegible]



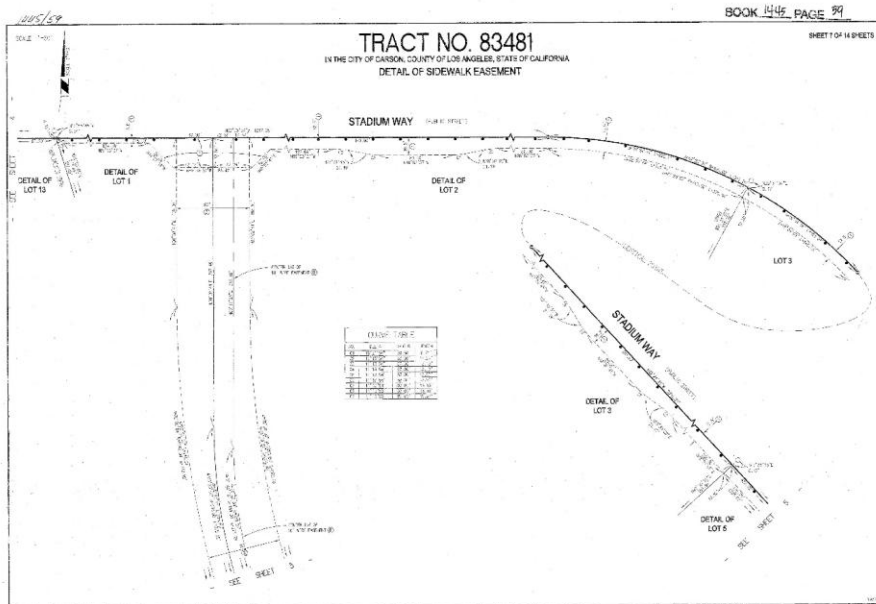


















IN THE CITY OF CARSON,  
OF LOS ANGELES, STATE OF CALIFORNIA

[illegible]

**TRACT NO. 83481**

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 11 OF 14 SHEETS

Each coordinate and elevation triplet defines a sequential node to a three-dimensional break line of the surface between parcels 1 and 2 of parcel map no. 70872 and lots 1 through 14 of tract no. 83481. The code "S" represents commencement of a new breakline. Codes 1-6 indicate surface intersection with boundary points as shown.

Code	ASTORIA	NORTHMAN	NAVIGATION	Code	ASTORIA	NORTHMAN	NAVIGATION	Code	ASTORIA	NORTHMAN	NAVIGATION
4674622	17033.88	31.15	4674623	17033.87	28.18	4674624	17043.56	28.15	4674625	17069.99	14.24
4674626	17033.88	28.15	4674627	17043.56	28.15	4674628	17069.99	14.24	4674629	17069.99	14.24
4674630	17033.88	28.15	4674631	17043.56	28.15	4674632	17069.99	14.24	4674633	17069.99	14.24
4674634	17033.88	28.15	4674635	17043.56	28.15	4674636	17069.99	14.24	4674637	17069.99	14.24
4674640	17033.88	28.15	4674641	17043.56	28.15	4674642	17069.99	14.24	4674643	17069.99	14.24
4674644	17033.88	28.15	4674645	17043.56	28.15	4674646	17069.99	14.24	4674647	17069.99	14.24
4674648	17033.88	28.15	4674649	17043.56	28.15	4674650	17069.99	14.24	4674651	17069.99	14.24
4674652	17033.88	28.15	4674653	17043.56	28.15	4674654	17069.99	14.24	4674655	17069.99	14.24
4674656	17033.88	28.15	4674657	17043.56	28.15	4674658	17069.99	14.24	4674659	17069.99	14.24
4674660	17033.88	28.15	4674661	17043.56	28.15	4674662	17069.99	14.24	4674663	17069.99	14.24
4674664	17033.88	28.15	4674665	17043.56	28.15	4674666	17069.99	14.24	4674667	17069.99	14.24
4674668	17033.88	28.15	4674669	17043.56	28.15	4674670	17069.99	14.24	4674671	17069.99	14.24
4674672	17033.88	28.15	4674673	17043.56	28.15	4674674	17069.99	14.24	4674675	17069.99	14.24
4674676	17033.88	28.15	4674677	17043.56	28.15	4674678	17069.99	14.24	4674679	17069.99	14.24
4674680	17033.88	28.15	4674681	17043.56	28.15	4674682	17069.99	14.24	4674683	17069.99	14.24
4674684	17033.88	28.15	4674685	17043.56	28.15	4674686	17069.99	14.24	4674687	17069.99	14.24
4674688	17033.88	28.15	4674689	17043.56	28.15	4674690	17069.99	14.24	4674691	17069.99	14.24
4674692	17033.88	28.15	4674693	17043.56	28.15	4674694	17069.99	14.24	4674695	17069.99	14.24
4674696	17033.88	28.15	4674697	17043.56	28.15	4674698	17069.99	14.24	4674699	17069.99	14.24
4674700	17033.88	28.15	4674701	17043.56	28.15	4674702	17069.99	14.24	4674703	17069.99	14.24
4674704	17033.88	28.15	4674705	17043.56	28.15	4674706	17069.99	14.24	4674707	17069.99	14.24
4674708	17033.88	28.15	4674709	17043.56	28.15	4674710	17069.99	14.24	4674711	17069.99	14.24
4674712	17033.88	28.15	4674713	17043.56	28.15	4674714	17069.99	14.24	4674715	17069.99	14.24
4674716	17033.88	28.15	4674717	17043.56	28.15	4674718	17069.99	14.24	4674719	17069.99	14.24
4674720	17033.88	28.15	4674721	17043.56	28.15	4674722	17069.99	14.24	4674723	17069.99	14.24
4674724	17033.88	28.15	4674725	17043.56	28.15	4674726	17069.99	14.24	4674727	17069.99	14.24
4674728	17033.88	28.15	4674729	17043.56	28.15	4674730	17069.99	14.24	4674731	17069.99	14.24
4674732	17033.88	28.15	4674733	17043.56	28.15	4674734	17069.99	14.24	4674735		



**TRACT NO. 83481**

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 12 OF 14 SHEETS

#### SURFACE DATA FOR VERTICAL PARCEL UNITS

NOTE: EACH COORDINATE AND ELEVATION TRIPLET DEFINES A SEQUENTIAL NODE TO A THREE-DIMENSIONAL BREAK LINE OF THE SURFACE BETWEEN PARCELS 1 AND 2 OF PARCEL MAP NO. 70372 AND LOTS 1 THROUGH 14 OF TRACT NO. 83481. THE CODE "S" REPRESENTS COMMENCEMENT OF A NEW BREAKLINE. CODES 1-5 INDICATE SURFACE INTERSECTION WITH BOUNDARY POINTS AS SHOWN.

	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE
4	674700.00	176024.70	30.00		674710.00	176032.14	32.50		674720.00	176026.78	32.00		674730.00	176034.23	35.00		674740.00	176042.68	37.50	
5	674750.00	176051.13	40.00		674760.00	176058.58	42.50		674770.00	176066.03	45.00		674780.00	176073.48	47.50		674790.00	176080.93	50.00	
6	674800.00	176088.38	52.50		674810.00	176095.83	55.00		674820.00	176103.28	57.50		674830.00	176110.73	60.00		674840.00	176118.18	62.50	
7	674850.00	176125.63	65.00		674860.00	176133.08	67.50		674870.00	176140.53	70.00		674880.00	176147.98	72.50		674890.00	176155.43	75.00	
8	674900.00	176162.88	77.50		674910.00	176170.33	80.00		674920.00	176177.78	82.50		674930.00	176185.23	85.00		674940.00	176192.68	87.50	
9	674950.00	176200.08	90.00		674960.00	176207.53	92.50		674970.00	176214.98	95.00		674980.00	176222.43	97.50		674990.00	176229.88	100.00	
10	675000.00	176237.33	102.50		675010.00	176244.78	105.00		675020.00	176252.23	107.50		675030.00	176259.68	110.00		675040.00	176267.13	112.50	
11	675050.00	176274.58	115.00		675060.00	176282.03	117.50		675070.00	176289.48	120.00		675080.00	176296.93	122.50		675090.00	176304.38	125.00	
12	675100.00	176311.83	127.50		675110.00	176319.28	130.00		675120.00	176326.73	132.50		675130.00	176334.18	135.00		675140.00	176341.63	137.50	
13	675150.00	176349.08	140.00		675160.00	176356.53	142.50		675170.00	176363.98	145.00		675180.00	176371.43	147.50		675190.00	176378.88	150.00	
14	675200.00	176386.33	152.50		675210.00	176393.78	155.00		675220.00	176401.23	157.50		675230.00	176408.68	160.00		675240.00	176416.13	162.50	
15	675250.00	176423.58	165.00		675260.00	176431.03	167.50		675270.00	176438.48	170.00		675280.00	176445.93	172.50		675290.00	176453.38	175.00	
16	675300.00	176460.83	177.50		675310.00	176468.28	180.00		675320.00	176475.73	182.50		675330.00	176483.18	185.00		675340.00	176490.63	187.50	
17	675350.00	176497.98	190.00		675360.00	176505.43	192.50		675370.00	176512.88	195.00		675380.00	176520.33	197.50		675390.00	176527.78	200.00	
18	675400.00	176535.13	202.50		675410.00	176542.58	205.00		675420.00	176550.03	207.50		675430.00	176557.48	210.00		675440.00	176564.93	212.50	
19	675450.00	176572.38	215.00		675460.00	176579.83	217.50		675470.00	176587.28	220.00		675480.00	176594.73	222.50		675490.00	176602.18	225.00	
20	675500.00	176609.58	227.50		675510.00	176617.03	230.00		675520.00	176624.48	232.50		675530.00	176631.93	235.00		675540.00	176639.38	237.50	
21	675550.00	176646.83	240.00		675560.00	176654.28	242.50		675570.00											

BOOK 1445 PAGE 65

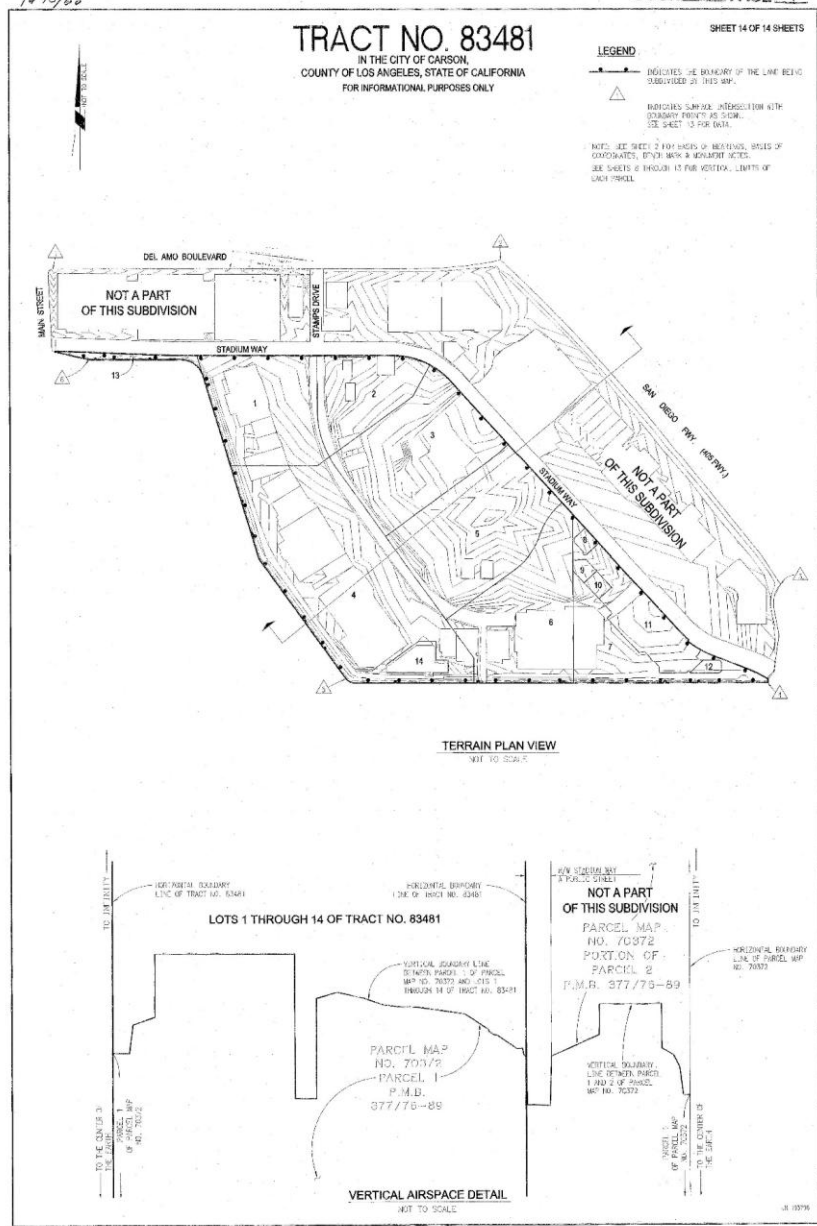
SHEET 13 OF 14 SHEETS

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Each coordinate and elevation triplet defines a sequential node to a three-dimensional break line of the surface between parcels 1 and 2 of parcel map no. 70372 and lots 1 through 14 of tract no. 83481. The code "S" represents commencement of a new breakline. Codes 1-6 indicate surface intersection with boundary points as shown.

ID	NORTHAM			NORTHAM			NORTHAM			NORTHAM			NORTHAM			NORTHAM			NORTHAM			NORTHAM			NORTHAM		
	NAME	HEIGHT	LEV	NAME	HEIGHT	LEV	NAME	HEIGHT	LEV	NAME	HEIGHT	LEV	NAME	HEIGHT	LEV	NAME	HEIGHT	LEV	NAME	HEIGHT	LEV	NAME	HEIGHT	LEV	NAME	HEIGHT	LEV
1	4781251	170281.06	36.07	4781251	170438.39	37.58	4781251	170699.89	35.59	4781251	170961.39	33.59	4781251	171222.89	31.59	4781251	171484.39	29.59	4781251	171745.89	27.59	4781251	172007.39	25.59	4781251	172268.89	23.59
2	4781252	170281.06	36.07	4781252	170438.39	37.58	4781252	170699.89	35.59	4781252	170961.39	33.59	4781252	171222.89	31.59	4781252	171484.39	29.59	4781252	171745.89	27.59	4781252	172007.39	25.59	4781252	172268.89	23.59
3	4781253	170281.06	36.07	4781253	170438.39	37.58	4781253	170699.89	35.59	4781253	170961.39	33.59	4781253	171222.89	31.59	4781253	171484.39	29.59	4781253	171745.89	27.59	4781253	172007.39	25.59	4781253	172268.89	23.59
4	4781254	170281.06	36.07	4781254	170438.39	37.58	4781254	170699.89	35.59	4781254	170961.39	33.59	4781254	171222.89	31.59	4781254	171484.39	29.59	4781254	171745.89	27.59	4781254	172007.39	25.59	4781254	172268.89	23.59
5	4781255	170281.06	36.07	4781255	170438.39	37.58	4781255	170699.89	35.59	4781255	170961.39	33.59	4781255	171222.89	31.59	4781255	171484.39	29.59	4781255	171745.89	27.59	4781255	172007.39	25.59	4781255	172268.89	23.59
6	4781256	170281.06	36.07	4781256	170438.39	37.58	4781256	170699.89	35.59	4781256	170961.39	33.59	4781256	171222.89	31.59	4781256	171484.39	29.59	4781256	171745.89	27.59	4781256	172007.39	25.59	4781256	172268.89	23.59
7	4781257	170281.06	36.07	4781257	170438.39	37.58	4781257	170699.89	35.59	4781257	170961.39	33.59	4781257	171222.89	31.59	4781257	171484.39	29.59	4781257	171745.89	27.59	4781257	172007.39	25.59	4781257	172268.89	23.59
8	4781258	170281.06	36.07	4781258	170438.39	37.58	4781258	170699.89	35.59	4781258	170961.39	33.59	4781258	171222.89	31.59	4781258	171484.39	29.59	4781258	171745.89	27.59	4781258	172007.39	25.59	4781258	172268.89	23.59
9	4781259	170281.06	36.07	4781259	170438.39	37.58	4781259	170699.89	35.59	4781259	170961.39	33.59	4781259	171222.89	31.59	4781259	171484.39	29.59	4781259	171745.89	27.59	4781259	172007.39	25.59	4781259	172268.89	23.59
10	4781260	170281.06	36.07	4781260	170438.39	37.58	4781260	170699.89	35.59	4781260	170961.39	33.59	4781260	171222.89	31.59	4781260	171484.39	29.59	4781260	171745.89	27.59	4781260	172007.39	25.59	4781260	172268.89	23.59
11	4781261	170281.06	36.07	4781261	170438.39	37.58	4781261	170699.89	35.59	4781261	170961.39	33.59	4781261	171222.89	31.59	4781261	171484.39	29.59	4781261	171745.89	27.59	4781261	172007.39	25.59	4781261	172268.89	23.59
12	4781262	170281.06	36.07	4781262	170438.39																						

1495/66





**EXHIBIT C**

**FORM OF GRANT DEED**

Recording requested by and When  
Recorded Return to:

Allen Matkins Leck Gamble Mallory & Natsis  
LLP  
2010 Main Street, Suite 800  
Irvine, California 92614  
Attention: Pamela Andes

Allen Matkins Leck Gamble Mallory & Natsis  
LLP  
1901 Avenue of the Stars  
Los Angeles, California 90067-6019  
Attention: Tony Natsis and Crystal Lofing

APN: 7336-010-XXX  
THE UNDERSIGNED DECLARES that the documentary  
transfer tax (computer on full value) is \$

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov Code §6103)

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below the CARSON RECLAMATION AUTHORITY, a California joint powers authority ("**Grantor**") grants to CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Grantee**" or "**Developer**"), all of its right, title, and interest in that certain real property in the City of Carson, County of Los Angeles, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("**Property**").

The Property constitutes a portion of that certain real property owned by the Grantor, known as the former Cal-Compact Landfill or the "157 Acre Site" (as defined in that certain Amended and Restated Option Agreement and Joint Escrow Instructions entered into between Grantor and Grantee on \_\_\_\_\_, 2025 (the "**Option Agreement**")).

Grantee acknowledges and agrees that the development of the Property shall be subject to (i) that certain Remedial Action Plan (as amended and modified from time to time, the "**RAP**") approved by the California Department of Toxic Substances Control ("**DTSC**"), on October 25, 1995, (ii) that certain Consent Decree entered into with DTSC in December 1995 (the "**Consent Decree**"), which requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, gas collection and treatment system, and groundwater extraction and treatment system on the Property ("**Remedial Systems**"), (iii) that certain Land Use Covenant and Agreement Environmental Restrictions recorded on December 13,

2023 as Instrument 20230872669 in the Official Records of Los Angeles County, California ("LUC"), and (iv) all other regulatory requirements and laws applicable to the Property.

Grantee's acquisition of the Property shall include all rights, privileges, easements, rights-of-way and appurtenances used or connected with the beneficial use or enjoyment of the Property, including without limitation, development rights, and air rights. Such easements shall specifically include the following:

(a) Subjacent Support Easement. A nonexclusive perpetual easement over the Subsurface Lot of the Remainder Cells to a level 500 feet below the Property, for support for the Grantee's project improvements on the Property as set forth in and pursuant to the terms and conditions of the Option Agreement (the "**Project**"), which shall permit the Remedial Systems and any other uses not inconsistent with subjacent support of the Project.

(b) Utility Easements. A nonexclusive perpetual easement for the delivery of water, gas, electricity, telephone, cable, fiber optic and other communications services and utilities, and the removal and drainage of sanitary waste and stormwater, over Grantor's facilities for such utilities located in the Subsurface Lot of the Remainder Cells and in/on the other portions of the 157 Acre Site, to connections to such facilities in the public streets or other publicly-owned locations.

(c) Subsidence Easements. A nonexclusive perpetual easement to permit encroachment of parking lots and similar improvements into the Subsurface Lot of the Remainder Cells by virtue of compaction and subsidence of soils and other materials underlying the Property, as depicted on Exhibit C, attached hereto. Grantor and Grantee acknowledge that due to the poorly compacted condition of the Subsurface Lot of the Remainder Cells underlying the Property, subsidence of the Property is likely to occur in areas where the improvements in the Property are not supported by pilings, such as parking lot and landscaped areas. While the demarcation between the Property and the Subsurface Lot has been designed so as to permit some subsidence without encroachment of Developer's vertical improvements (e.g., parking lot paving) into the Subsurface Lot of the Remainder Cells, nevertheless some such encroachment may occur if there is sufficient subsidence. Thus, Authority shall grant to Developer a subsidence easement to permit encroachment of such improvements into the Subsurface Lot of the Remainder Cells as a result of such subsidence. Such Subsidence Easement is conceptually graphically depicted on Exhibit C, attached hereto.

(d) Embankment Easement. A nonexclusive perpetual easement to access, erect, maintain, power, repair and replace any signage Grantee is allowed to install on the Embankment (i.e., the 2,200-foot-long I-405 embankment, shown as the "**Embankment Lot**" on Exhibit D, attached hereto) pursuant to The District at South Bay Specific Plan Amendment No. 3, dated May 23, 2022.

Grantee agrees to refrain from restricting the rental, sale, or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) Deeds: In deeds the following language shall appear: "The Grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the Grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of

tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **Leases**: In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts**: In contracts pertaining to conveyance of the realty the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

All deeds and leases of the Property shall incorporate by reference the LUC. The foregoing covenants shall remain in effect in perpetuity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

GRANTOR:

CARSON RECLAMATION AUTHORITY,  
a California joint powers authority

By: \_\_\_\_\_  
John Raymond, Executive Director,  
\_\_\_\_\_, 202\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Sunny Soltani, Authority Counsel

**EXHIBIT A TO EXHIBIT C**

**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:

LOTS 1 THROUGH 14 OF [TRACT NO. 83481](#), AS SHOWN BY MAP ON FILE IN [BOOK 1445, PAGES 53](#) THROUGH 66 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.  
EXCEPT THE OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND, WITHOUT HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, TO EXPLORE FOR, DEVELOP OR REMOVE SAID SUBSTANCES, BUT WITH FULL RIGHT TO EXPLORE FOR, DEVELOP AND REMOVE THE SAME BY MEANS OF WELLS AND EQUIPMENT HAVING SURFACE LOCATION OUTSIDE THE OUTER BOUNDARIES OF SAID LAND, IN AND UNDER OR RECOVERABLE FROM SAID LAND, AS RESERVED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED JANUARY 10, 1964 AS [INSTRUMENT NO. 2198](#) IN BOOK D-2318, PAGE 313 OFFICIAL RECORDS.

[APN: 7336-010-\\_\\_\\_](#)

EXHIBIT A TO  
EXHIBIT C

-1-

**EXHIBIT B-1 TO EXHIBIT C**

**PARCEL MAP**

[Attached]

EXHIBIT B-1 TO  
EXHIBIT C

-1-

**2 PARCELS**  
167.29 ACRES

**PARCEL MAP NO. 70372**

IN THE CITY OF CARSON  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 2 THROUGH 8, INCLUSIVE, AND ALL OF LEWIS DRIVE OF TRACT NO. 42365 AS PER MAP FILED IN BOOK 1056, PAGES 84 THROUGH 88, INCLUSIVE, OF MAPS, AND STAMPS DRIVE AS VACATED BY THE CITY OF CARSON PER RESOLUTION RECORDED MAY 2, 2008 AS INSTRUMENT NO. 2008002238, OF OFFICIAL RECORDS, BOTH IN THE THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**OWNERS STATEMENT:**  
WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.  
WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.  
AND ALSO DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR STORM DRAIN, APPURTENANCE, STREET LIGHT, AND ALSO DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR PUBLIC UTILITIES PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THEREOF INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.  
AS A DEDICATION TO PUBLIC USE, WHILE ALL OF DEL AMO BOULEVARD AND MAIN STREET WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS PUBLIC STREETS, WE HEREBY GRANT TO THE CITY OF CARSON THE RIGHT TO RESPECT DIRECT INGRESS AND EGRESS TO SAID STREETS, IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

**CARSON MARKETPLACE, LLC**  
A DELAWARE LIMITED LIABILITY COMPANY  
BY: LNR CARSON, LLC A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER  
BY: LNR CPM HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER  
BY: LNR COMMERCIAL PROPERTY INVESTMENT FUND LIMITED PARTNERSHIP A DELAWARE LIMITED PARTNERSHIP, ITS MEMBER  
BY: LNR CPM FUND, LLC A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER  
BY: Richard Klein ITS  
BY: Eric Klein ITS

**LA METRON, LLC**  
BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 29, 2006 AS INSTRUMENT NO. 06-2174652 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
HERBERT L. ROTH  
AUTHORIZED SIGNATORY FOR OR RICHARD B. INVESTORS, LLC  
AS INVESTMENT MANAGER FOR SOUTHERN CALIFORNIA, ARIZONA, COLORADO AND SOUTHERN NEVADA GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKS FINISH PLAN  
SOLE MEMBER OF LA METRON, LLC

AND ALSO DEDICATE TO THE CITY OF CARSON THE EASEMENTS FOR COVERED STORM DRAIN, APPURTENANCE STRUCTURES, STREET DRAIN INGRESS AND EGRESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THEREOF INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

**CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON**  
BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 17, 2015 AS INSTRUMENT NO. 2015000001 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
BY: Patrick Acosta  
TITLE: Acting City Manager

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND EASEMENTS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 5462 AND 5463 OF THE SUBDIVISION MAP ACT.  
EXECUTIVE OFFICE, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY: David H. H. 12-30-13  
DATE

**SURVEYORS STATEMENT:**  
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON MARCH 2012 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF CARSON MARKETPLACE, LLC IN JANUARY, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT SAID MONUMENTS ARE ON OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRANSECTED, AND THAT THE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS TO BE SET WILL BE ON FILE IN THE OFFICE OF CITY ENGINEER WITHIN 24 MONTHS FROM THE FILING DATE SHOWN HEREON.  
GREGORY A. HELAND, L.S.: 5334  
DATE: 12/30/13

**CITY ENGINEERS CERTIFICATE:**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO THE CITY RECORDS.  
TAYSSAD GHAN, CITY ENGINEER  
CITY OF CARSON  
R.C.E. 1-55922  
EXPIRES: 8-30-2014

**COUNTY ENGINEERS CERTIFICATE:**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLETS WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.  
STEVE R. BARBER, DEPUTY  
P.L.  
DATE: 12/30/13

**SPECIAL ASSESSMENT CERTIFICATE:**  
I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.  
KAREN AVILLA  
CITY TREASURER - CITY OF CARSON  
DATE: 11/12/13

**CITY CLERKS CERTIFICATE:**  
I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON BY MOTION ADOPTED AT ITS SESSION ON THE 17th DAY OF SEPTEMBER, 2013, APPROVED THE ANNEXED MAP, DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION FOR STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP, AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF CARSON:  
EASEMENT FOR COVERED STORM DRAIN, APPURTENANCE STRUCTURES, STREET DRAIN INGRESS AND EGRESS PURPOSES.  
EASEMENT FOR PUBLIC UTILITIES OVER PARCEL 2 AS SHOWN ON THE MAP.  
THE RIGHT TO RESPECT DIRECT INGRESS AND EGRESS ON DEL AMO BOULEVARD AND MAIN STREET.  
WE ALSO HEREBY CERTIFY THAT, PURSUANT TO SECTION 66445 (J) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES THE ABANDONMENT OF THE STREET RIGHT OF WAY OF LEWIS DRIVE AND EASEMENTS FOR SLOPE, DRAINAGE PURPOSES, WHICH WERE ACQUIRED BY THE CITY OF CARSON ON THE TRACT NO. 42365, FILED IN BOOK 1056, PAGES 84 THROUGH 88 OF MAPS AND THE EASEMENT FOR PUBLIC UTILITY PURPOSES LYING OVER THE VACATED PORTION OF STAMPS DRIVE RESPECTED TO THE CITY OF CARSON PER RESOLUTION RECORDED MAY 21, 2008 AS INSTRUMENT NO. 2008002238 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, NOT SHOWN ON THIS MAP.  
DANIELA GARCIA  
CITY CLERK - CITY OF CARSON  
DATE: 11/12/2013

**NOTES:**  
1. THIS MAP IS APPROVED AS A SUBDIVISION FOR TWO VERTICAL PARCELS. THE UPPER PARCEL IS A RESIDENTIAL/COMMERCIAL PARCEL.  
2. SEE SHEET 2 FOR NEIGHBOR ADJOINEMENTS.

EXHIBIT B-1 TO  
EXHIBIT C

-2-

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

STATE OF CALIFORNIA  
COUNTY OF Orange

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

STATE OF CALIFORNIA  
COUNTY OF Orange

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

**SIGNATURE OMISSIONS NOTES:**

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) 3A (i-viii) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNER(S) OF THE INTEREST SET FORTH HAVE BEEN OMITTED, THEIR

ESWT HOLDER: STATE OF CALIFORNIA  
PURPOSE: FREEWAY SLOPES

ESMT HOLDER: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
PURPOSE: STORM DRAIN APPURTENANCES AND STORM DRAIN INGRESS AND EGRESS

ESMT HOLDER: SOUTHERN CALIFORNIA GAS COMPANY  
 PURPOSE: PUBLIC UTILITIES

PURSUANT TO THE PROVISIONS OF SECTION 86436 (a) (3C) OF THE SUBDIVISION MAP ACT THE

OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

THE BASIS OF COORDINATES FOR THIS PARCEL MAP IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (1985 EPOCH), ZONE 5. COORDINATES DETERMINED LOCALLY USING THE FOLLOWING CONTROL STATIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS) AND AS DERIVED BY THE SDPAC SCRIPPS EPOCH COORDINATE TOOL AND ONLINE RESOURCE (SECTOR) PROGRAM.

**BENCH MARK:**  
 0.040 INCHES AS EXACTLY MEASURED ARE BASED UPON THE NATIONAL BUREAU OF STANDARDS

ELEVATIONS AS STATED HEREIN ARE BASED UPON THE NATIONAL GEODETIC INTERSECTION DATUM OF 1988, BASED LOCALLY UPON LOS ANGELES COUNTY PUBLIC MONS BENCH MARK Y-10242, BEING A TAG IN EAST CATCH BASIN, 14.1' SOUTH OF BOX AT SOUTHEAST CORNER OF MAIN STREET AND TORRANCE BLVD., 60.0' SOUTH AND 50.0' EAST OF CENTERLINE, INTERSECTION ELEVATION BEING: 22.769 FEET.

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

R1 INDICATES RECORDED DATA PER TRACT NO. 42,345, W.B. 1056-84-88.

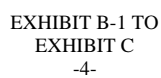
**PROJECT BENCHMARK:**

FD, PUNCHED LACED DASH MONUMENT, STAMPED "LA. CO. FLOOD CONTROL 1972 9F-WAP" ON ANGLE POINT IN GENERAL SLY BOUNDARY OF TRACT NO. 42385, BOOK 1056, PAGES 84-88 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. MONUMENT LOCATED AT THE SLY EDGE OF THE ACCESS ROAD ALONG TORRANCE LATERAL FLOOD CONTROL CHANNEL,

MONUMENT NOTES:

1. FD, PUNCHED SPIKE IN AC. DOWN 0.20" AT THE POSITION OF "L & T L.S. 4157" PER R1. POSITION ACCEPTED AS CENTERLINE INTERSECTION OF MAIN STREET & LENOX DRIVE. SET 2" IRON PIPE WITH CONCRETE PLUG.





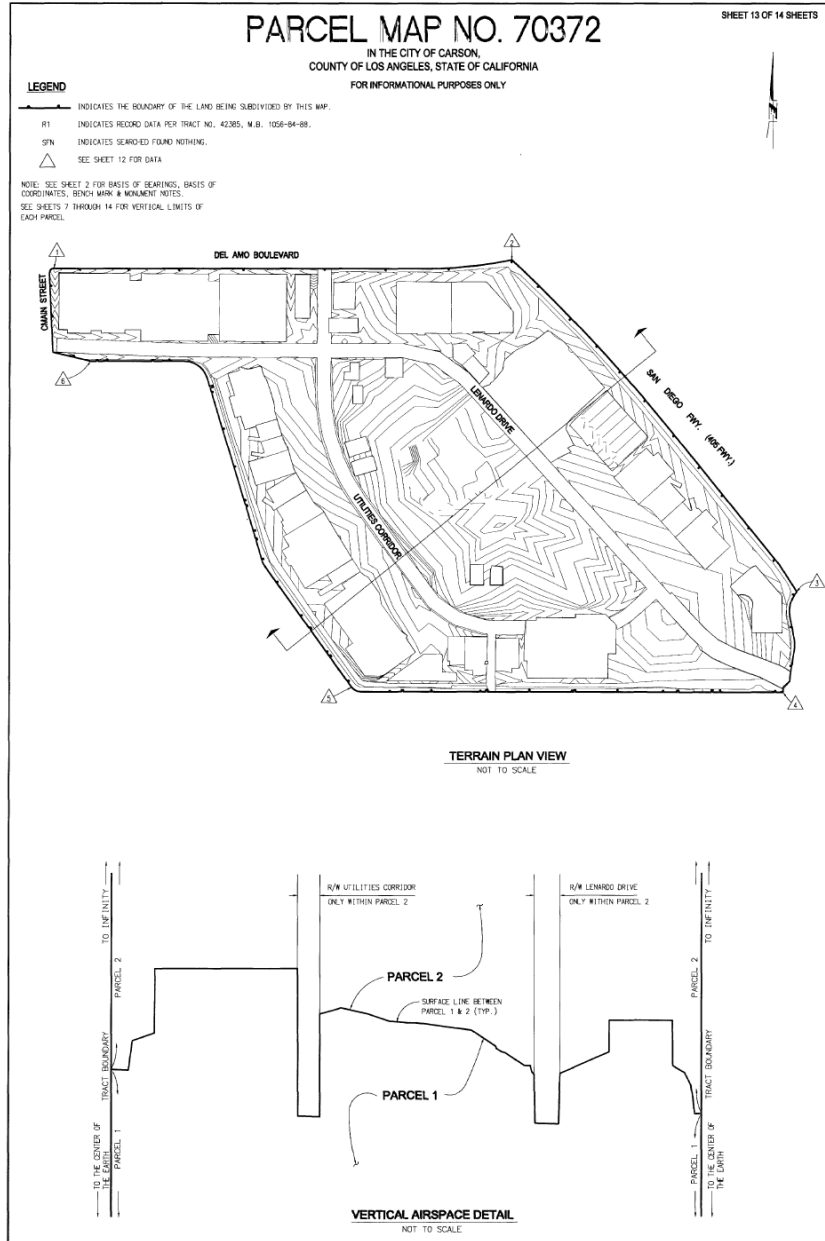


EXHIBIT B-1 TO  
EXHIBIT C

-5-

# PARCEL MAP NO. 70372

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

SEE SHEETS 7 THROUGH 12 FOR SURFACE DATA FOR VERTICAL PARCEL LIMITS

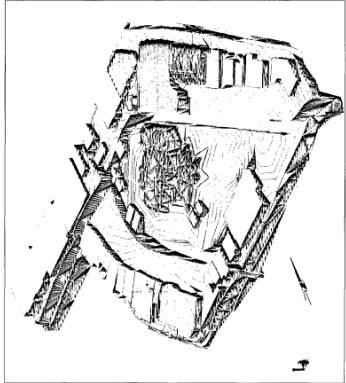
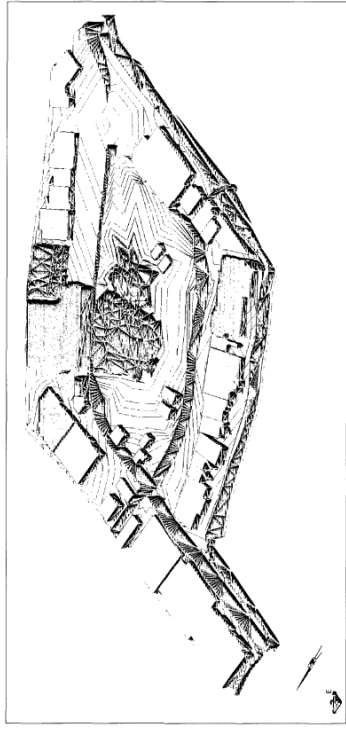
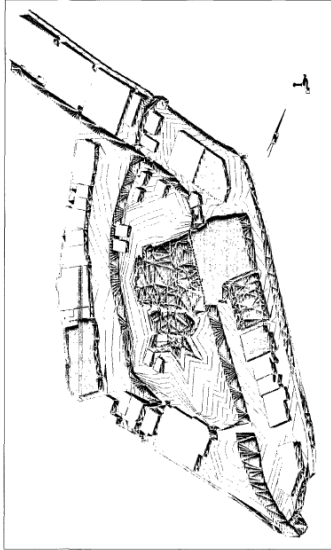
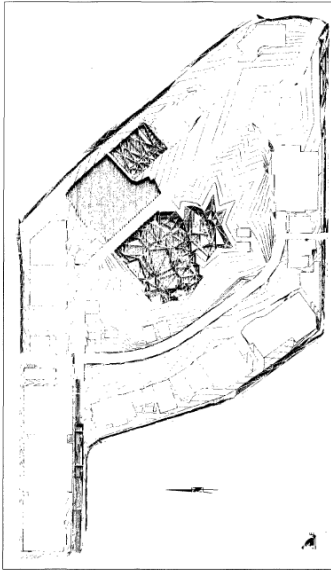


EXHIBIT B-1 TO  
EXHIBIT C

**EXHIBIT B-2 TO EXHIBIT C**

EXHIBIT B-2 TO  
EXHIBIT C  
-1-

1445/53

BOOK 4445 PAGE 53

SHEET AREA: 80.33 ACRES  
NET AREA: 80.33 ACRES

# TRACT NO. 83481

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF PARCEL MAP NO. 70372, AS  
PER MAP RECORDED IN BOOK 377, PAGES 75 THROUGH 85, INCLUSIVE OF PARCELS, MAPS  
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



FILED  
AT REQUEST OF OWNER  
24 MAY 2003 PM  
IN BOOK 4445  
AT PAGE 53-66  
OF PAGES  
LOS ANGELES COUNTY  
SUPERVISOR'S OFFICE  
BY 3-2-2003  
FEE \$1.00  
MAILED 05/20/03 \$1.00

SHEET 1 OF 14 SHEETS

## OWNERS STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE  
SUBDIVISION MAP AND HAVE WITHIN OUR POSSESSION, KNOWLEDGE AND BELIEF, AND NO OTHER TO THE  
PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DECLARE TO THE CITY OF CARSON THE FOLLOWING EASEMENTS FOR:

1. EASEMENT FOR PUBLIC UTILITIES
2. EASEMENT FOR PUBLIC UTILITIES
3. EASEMENT FOR PUBLIC UTILITIES

CARSON REDEMPTION AUTHORITY, A CALIFORNIA COURT REPORTS AGENCY  
ORIGINALLY INCORPORATED UNDER SECTION 15000 ET SEQ.

BY: John S. Raymond DATE: \_\_\_\_\_  
TITLE: Executive Director TITLE: \_\_\_\_\_

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A TRUE AND CORRECT  
FIELD SURVEY BY ME OR UNDER MY SUPERVISION TO WITNESS, 2003, IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES OF THE CITY OF CARSON.  
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
SUBDIVISION, AND THAT THE BOUNDARIES ARE SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
I HEREBY CERTIFY THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
SUBDIVISION, AND THAT THE BOUNDARIES ARE SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
I HEREBY CERTIFY THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
SUBDIVISION, AND THAT THE BOUNDARIES ARE SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STEVEN C. ZUCCALA, P.E. No. 9044  
DATE: \_\_\_\_\_



## NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPETENT HAS SUBSCRIBED HEREIN ONLY IN THE PRESENCE OF  
THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE  
INDIVIDUALS, AND THAT THE SIGNATURE OF SAID INDIVIDUAL IS TRUE.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
ON October 24, 2003 at Carson, California, I, Joy Simarago, Notary Public,  
personally appeared John Stephen Raymond, known to me to be the person whose name is subscribed to the  
instrument, and he acknowledged to me that he executed the instrument for the purposes and  
considerations therein expressed, and that he executed the instrument voluntarily and without  
duress, fraud, or coercion, and that he executed the instrument for the purposes and  
considerations therein expressed.

I, the undersigned, being a Notary Public duly sworn and qualified in the State of California, do hereby certify that  
the foregoing instrument is a true and correct copy of the original instrument as the same appears from the  
records of this office.

ATTEST: My hand and seal this 24th day of October, 2003.  
Joy Simarago  
Notary Public, State of California  
My Commission Expires 12/2/2006  
Commission No. 2425866



## CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO  
THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES OF THE CITY OF CARSON.  
I HEREBY CERTIFY THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
SUBDIVISION, AND THAT THE BOUNDARIES ARE SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

COLLEEN M. WHOLEY, City Engineer  
DATE: 10/19/2003



## COUNTY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS WITH ALL PROVISIONS OF  
THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES OF THE CITY OF CARSON.  
I HEREBY CERTIFY THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
SUBDIVISION, AND THAT THE BOUNDARIES ARE SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

D. J. DILL, County Engineer  
DATE: 11/09/2003



## SPECIAL ASSESSMENT'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LAYED UNDER THE JURISDICTION OF THE CITY  
OF CARSON, TO WHICH JUSTICE PROPERTY ON THE OTHER SIDE OF THE MAP IS  
SUBJECT, AND THAT THE SPECIAL ASSESSMENTS ARE SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 10/19/2003

## CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY CLERK, OF THE CITY OF CARSON, BY ACTION AT ITS REGULAR  
MEETING ON October 20, 2003, APPROVED THE MAP AND ACCEPTED  
ON BEHALF OF THE PUBLIC, THE FOLLOWING EASEMENTS AS DESIGNATED HEREIN FOR:

1. EASEMENT FOR PUBLIC UTILITIES
2. EASEMENT FOR PUBLIC UTILITIES

ON BEHALF OF THE CITY CLERK, I HEREBY CERTIFY THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
SUBDIVISION, AND THAT THE BOUNDARIES ARE SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

DATE: 10/19/2003

## EXHIBIT B-2 TO EXHIBIT C

## SHEET 2 OF 14 SHEETS

## MONUMENT NOTES

1. TIES & COUNTER AFFIDAVITS SHALL BE MADE AND FILED WITH THE CITY OF CARSON. SAID TIES SHALL BE FILED AS CORNER RECORDS WITH THE COUNTY OF LOS ANGELES.

3. CONCRETE OF PUBLIC SUBLETS WILL BE MONITORED AT POINTS OF CONTROL WITH A 1" IRON

PILE & DRILL TAG STAMPED "U.S. 3044", OR LEAD, TACK AND TAG STAMPED "U.S. 3044" IN CONCRETE, OR AN 8" 5"14" AND WISHER STAMPED "U.S. 3044" IN ASPHALT. HORIZONTAL HAVING A

4. LOT CORNERS WILL BE MONUMENTED AT ANGLE POINTS WITH A 1" IRON ROD & BRASS TAG STAKES

- NOTES: READ NOW
- ▲ ANSWER: YES, PLEASE

④ DENOTES SPCL. COMMUNICATING OF CERTAIN DRIVE ESTABLISHED BY HOLDING RECORD ANGLES AND DISTANCES FROM FOUND MONUMENT. 1. A. THE INTERSECTION OF LEARNED DRIVE AND MAIN STREET FROM HIT AND FOUND MONUMENT. 2. AS THE NUMBER OF TERMINALS OF THAT CERTAIN CORNER, SUCH AS "NORTH" OR "SOUTH".

EAST 155.76" FOR B<sub>1</sub>, SET PER MONUMENT NO. 3.

— <http://www.fox.com>

1 FOUND 2" IRON PIPE TAPPED "L.S. 5134" PER 1.

4 FOUND 2" TRIP PIPE TAGGED "L.S.-5134" FLR 1, DOWN 0.8.

7 ESTABLISHED CON FIRM

7. ESTABLISHED NEW ONLINE INTERSECTION OF FOUR EXISTING LEAD AND TRUCK SPURS ILS R/R PROJ 520-1435 (TTS LEAD AND TRUCK TAIRED STAMPED 7.15.41877, 40 FEET. ACCEPTED AS CENTERLINE INTERSECTION OF DE. AND BLVD. WITH MAIN STREET.

- [illegible]

## EASEMENT NOTES

**EASEMENT NOTES**

(A) INDICATES AN EASEMENT FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES, STORM DRAIN INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OREGON, AS DEDICATED ON PLAT 06-007-0000 MAP NO. 785332 P.U.M. 32736(d).

## ④ INDICATES L.C. COSTS

⑤ INDICATES THE CORRELATIVE OF A 10' MILE EASEMENT FOR SANITARY SLURRY PUMPS AND ADDRESS AND EGRESS PURPOSES IN FAVOR OF THE CITY OF CANTON, PER PERMANENT EASEMENT DESIGNATION, RECORDED JANUARY 21, 2020 AS INSTRUMENT NO. 2020072913, C.R.

Ⓒ INDICATES AN INDEX  
PLANTED IN 1986

② INDICATES AN AGREEMENT FOR STORM DRAIN, APPURTENANCES AND STORM DRAIN INGRESS AND EGRESS PURPOSES IN FAVOR OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PER DEED RECORDED AUGUST 15, 1991 AS INSTRUMENT NO. 91-1205322, C.R.







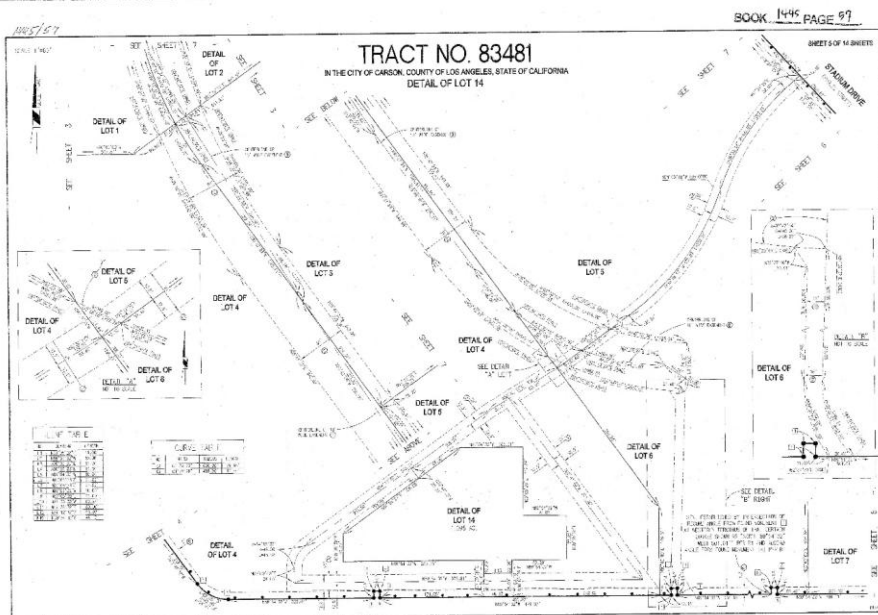


EXHIBIT B-2 TO  
EXHIBIT C

-6-



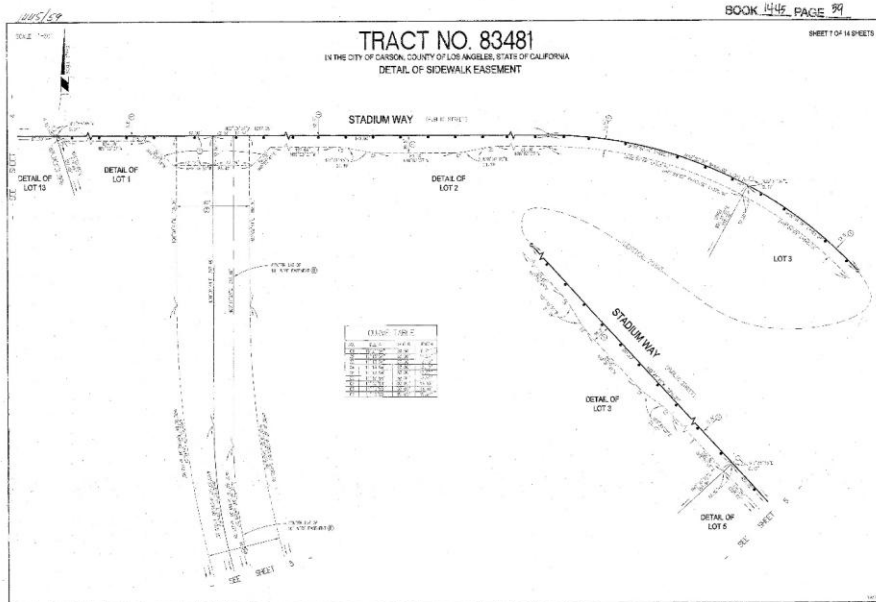


EXHIBIT B-2 TO  
EXHIBIT C  
-8-

SHEET 8 OF 14 SHEETS

9.





IN THE CITY OF CARSON,  
OF LOS ANGELES, STATE OF CALIFORNIA

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SURFACE DATA FOR VERTICAL PARCEL LIMIT

Each coordinate and elevation triplet defines a sequential node to a three-dimensional break line of the surface between parcels 1 and 2 of parcel map no. 79372 and lots 3 through 16 of tract no. 83481. The code "S" represents commencement of a new breakline. Codes 1 & 6 indicate surface intersection with boundary points as shown.

4925-4901-4529.3  
390907.00005/~~1-28-25~~~~1-21-25~~/pla/pla



**TRACT NO. 83481**

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

**SHEET 11 OF 14 SHEETS**

Each coordinate and elevation triplet defines a sequential node to a three-dimensional break line of the surface between parcels 1 and 2 of parcel map no. 70872 and lots 1 through 14 of tract no. 83481. The code "S" represents commencement of a new breakline. Codes 1-6 indicate surface intersection with boundary points as shown.

[illegible]

EXHIBIT B-2 TO  
EXHIBIT C



**TRACT NO. 83481**

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 12 OF 14 SHEETS

#### SURFACE DATA FOR VERTICAL PARCEL UNITS

NOTE: EACH COORDINATE AND ELEVATION TRIPLET DEFINES A SEQUENTIAL NODE TO A THREE-DIMENSIONAL BREAK LINE OF THE SURFACE BETWEEN PARCELS 1 AND 2 OF PARCEL MAP NO. 70372 AND LOTS 1 THROUGH 14 OF TRACT NO. 83481. THE CODE "S" REPRESENTS COMMENCEMENT OF A NEW BREAKLINE. CODES 1-5 INDICATE SURFACE INTERSECTION WITH BOUNDARY POINTS AS SHOWN.

CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION
476790.0	176024.7	70.00	0.00	477110.0	176924.6	12.20	0.00	478210.0	176234.9	11.00	0.00	479310.0	176784.3	31.00	0.00	480410.0	176784.3	31.00	0.00
476791.0	176025.0	70.00	0.00	477111.0	176924.6	12.20	0.00	478211.0	176234.9	11.00	0.00	479311.0	176784.3	31.00	0.00	480411.0	176784.3	31.00	0.00
476792.0	176025.3	70.00	0.00	477112.0	176924.6	12.20	0.00	478212.0	176234.9	11.00	0.00	479312.0	176784.3	31.00	0.00	480412.0	176784.3	31.00	0.00
476793.0	176025.6	70.00	0.00	477113.0	176924.6	12.20	0.00	478213.0	176234.9	11.00	0.00	479313.0	176784.3	31.00	0.00	480413.0	176784.3	31.00	0.00
476794.0	176025.9	70.00	0.00	477114.0	176924.6	12.20	0.00	478214.0	176234.9	11.00	0.00	479314.0	176784.3	31.00	0.00	480414.0	176784.3	31.00	0.00
476795.0	176026.2	70.00	0.00	477115.0	176924.6	12.20	0.00	478215.0	176234.9	11.00	0.00	479315.0	176784.3	31.00	0.00	480415.0	176784.3	31.00	0.00
476796.0	176026.5	70.00	0.00	477116.0	176924.6	12.20	0.00	478216.0	176234.9	11.00	0.00	479316.0	176784.3	31.00	0.00	480416.0	176784.3	31.00	0.00
476797.0	176026.8	70.00	0.00	477117.0	176924.6	12.20	0.00	478217.0	176234.9	11.00	0.00	479317.0	176784.3	31.00	0.00	480417.0	176784.3	31.00	0.00
476798.0	176027.1	70.00	0.00	477118.0	176924.6	12.20	0.00	478218.0	176234.9	11.00	0.00	479318.0	176784.3	31.00	0.00	480418.0	176784.3	31.00	0.00
476799.0	176027.4	70.00	0.00	477119.0	176924.6	12.20	0.00	478219.0	176234.9	11.00	0.00	479319.0	176784.3	31.00	0.00	480419.0	176784.3	31.00	0.00
476800.0	176027.7	70.00	0.00	477120.0	176924.6	12.20	0.00	478220.0	176234.9	11.00	0.00	479320.0	176784.3	31.00	0.00	480420.0	176784.3	31.00	0.00
476801.0	176028.0	70.00	0.00	477121.0	176924.6	12.20	0.00	478221.0	176234.9	11.00	0.00	479321.0	176784.3	31.00	0.00	480421.0	176784.3	31.00	0.00
476802.0	176028.3	70.00	0.00	477122.0	176924.6	12.20	0.00	478222.0	176234.9	11.00	0.00	479322.0	176784.3	31.00	0.00	480422.0	176784.3	31.00	0.00
476803.0	176028.6	70.00	0.00	477123.0	176924.6	12.20	0.00	478223.0	176234.9	11.00	0.00	479323.0	176784.3	31.00	0.00	480423.0	176784.3	31.00	0.00
476804.0	176028.9	70.00	0.00	477124.0	176924.6	12.20	0.00	478224.0	176234.9	11.00	0.00	479324.0	176784.3	31.00	0.00	480424.0	176784.3	31.00	0.00
476805.0	176029.2	70.00	0.00	477125.0	176924.6	12.20	0.00	478225.0	176234.9	11.00	0.00	479325.0	176784.3	31.00	0.00	480425.0	176784.3	31.00	0.00
476806.0	176029.5	70.00	0.00	477126.0	176924.6	12.20	0.00	478226.0	176234.9	11.00	0.00	479326.0	176784.3	31.00	0.00	480426.0	176784.3	31.00	0.00
476807.0	176029.8																		

## EXHIBIT B-2 TO

## EXHIBIT C

BOOK 1445 PAGE 65

SHEET 13 OF 14 SHEETS

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

**SURFACE DATA FOR VERTICAL PARCEL LINES**

Each coordinate and elevation triplet defines a sequential node to a three-dimensional break line of the surface between parcels 1 and 2 of parcel map no. 79372 and lots 1 through 14 of tract no. 83481. The code "S" represents commencement of a new breakline. Codes 1-6 indicate surface intersection with boundary points as shown.

[illegible]

EXHIBIT B-2 TO  
EXHIBIT C

SHEET 14 OF 14 SHEETS

—•—•— INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

INDICATES SURFACE INTERSECTION WITH  
OUTLADY FINDER AS SHOWN.  
SEE SHEET 13 FOR DATA.

NOTE: SEE SHEET 2 FOR BASIS OF MEASUREMENT, BASIS OF COORDINATES, DITCH MARK & MONUMENT NOTES.  
SEE SHEETS 6 THROUGH 13 FOR VERTICAL LIMITS OF EACH SHEET.



4925-4901-4529.3  
390907.00005/~~1-28-25~~~~1-21-25~~/pla/pla



**EXHIBIT C TO EXHIBIT C**

**SUBSIDENCE EASEMENT**

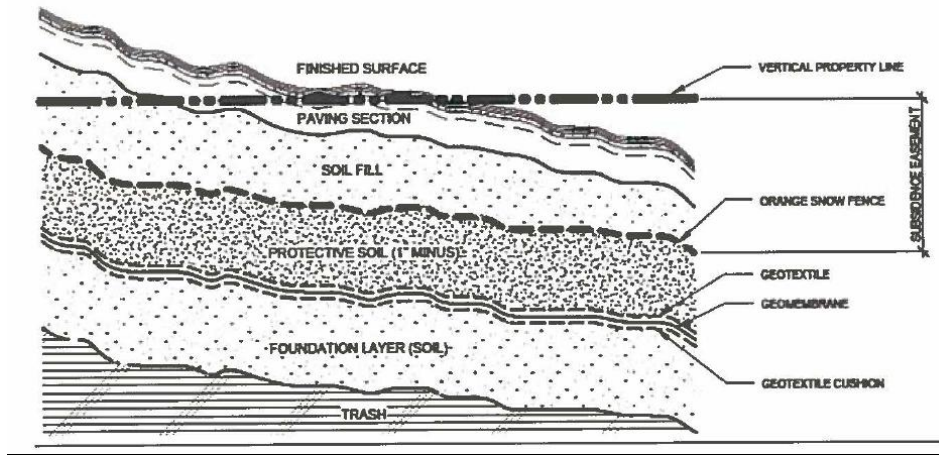
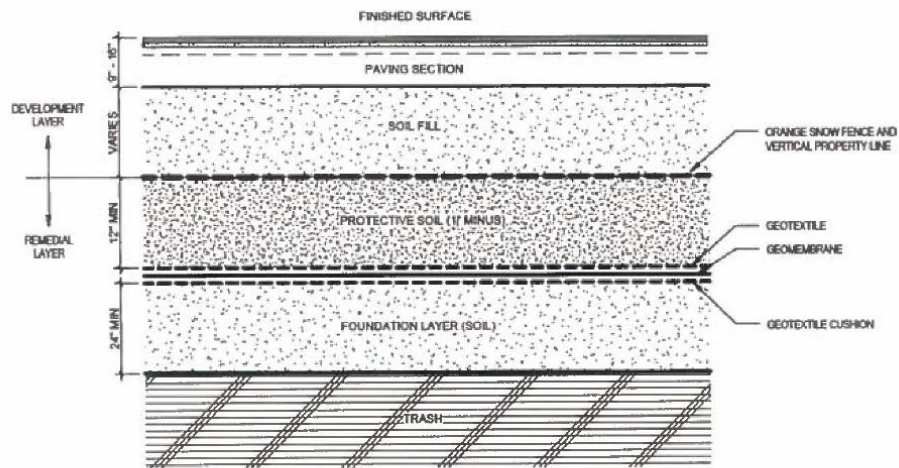


EXHIBIT C TO  
EXHIBIT C

-1-

**EXHIBIT D TO EXHIBIT C**  
**EMBANKMENT DEPICTION**

[Attached]

Commented [am1]: WHO IS PROVIDING?

**ACKNOWLEDGMENT**

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

State of California )  
County of \_\_\_\_\_)

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_,  
(insert name of notary)

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)

EXHIBIT D TO  
EXHIBIT C

-2-

**EXHIBIT D**

**SITE PLAN**





## **EXHIBIT E**

### **ADDITIONAL TERMS OF TRANSACTION REGARDING LENARDO INFRASTRUCTURE, SITE DEVELOPMENT IMPROVEMENTS, AND ENVIRONMENTAL REMEDIATION RESPONSIBILITIES**

#### **1.0 RESPONSIBILITY FOR ENVIRONMENTAL AND STRUCTURAL PREPARATION OF REMAINDER CELLS<sup>1</sup>**

1.1 **Overview.** Developer is solely responsible for performing the environmental remediation of the Remainder Cells and completion of the Remedial Systems (as defined in more detail below) in the Subsurface Lot of the Remainder Cells as provided in Section 1.2 below, as well as constructing and performing the BPS and Site Development Improvements (as defined below) as described below, so that Developer can develop the Property with its Project. Except as otherwise provided in this Agreement or the Option Documentation (or otherwise agreed to by the Parties), the Authority shall (i) develop on behalf of the City the public infrastructure required to serve and support the Project, as described in Section 1.3 below (the "**Lenardo Infrastructure**", the costs thereof being the "**Infrastructure Improvement Costs**"), and (ii) prior to the transfer of the Property to Developer, perform the Stormwater Work (as defined below) and the measures under the SUSMP (as defined below) as described in Section 1.4 below. All such work (by Authority or Developer) must be performed in strict compliance with all Environmental Regulatory Requirements (it being understood and agreed that Developer is not assuming any payment obligation under any of the Consent Decrees and Developer is not assuming any liability from Authority with respect to the mere presence or existence of Hazardous Materials at the Site prior to the effective date of the Agreement), SEIR, and the Mitigation Monitoring and Reporting Program under the SEIR. In order to facilitate Developer's construction of the Remedial Systems in the Subsurface Lot underlying the Property, the BPS (as defined below), and the Site Development Improvements, Authority shall allow access to the Subsurface Lot of the Remainder Cells pursuant to the License Agreement. Developer is not assuming any environmental obligations, liability or responsibility for Cell 1, Cell 2 and/or the Lower Operable Unit, the provisions of Section 15.2(a) of the Option Agreement notwithstanding. It is the intent of Developer and the Authority that Developer's performance and funding of the elements of the RAP on the Property and in the Upper Operable Unit of the Surface Lot of the Remainder Cells that are specifically required for the Project not subject Developer to "potentially responsible party" liability or status for the Site. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

1.2 **Construction of Remedial Systems and BPS on Remainder Cells; Landfill Operations Center; Warranty.**

(a) ***Remedial Systems / BPS.*** Developer shall construct and install the Remedial Systems (to the extent not already completed) and BPS on and within the Remainder Cells at its sole cost in accordance with applicable governmental requirements, including all requirements under the RAP and CFA approved by the DTSC, as the same may be updated, modified or supplemented. The "**Remedial Systems**" consist of the following: (i) a groundwater extraction and treatment system ("**GETS**"), to serve the entire 157 Acre Site, but the GETS has already been completed and serves the Property, therefore, the GETS need not be constructed by Developer (though costs of operating the GETS shall be included in the O&M costs Carry Costs), (ii) the landfill gas collection and control system ("**GCCS**"), though part of the GCCS has already been built on Cells 3, 4 and 5, and Developer shall finish construction of the GCCS on the Remainder Cells, including replacement of the existing GCCS where in conflict with the Project, and

<sup>1</sup> All references to the "**Remainder Cells**" shall mean and refer to the horizontal boundaries of the Property in the context of either the Surface Lot of the Property, the Subsurface Lot under the Property or both, as the case may be.

(iii) the landfill cap and liner, though part of the landfill cap and liner has already been built on portions of the Remainder Cells as part of the installation of the GCCS on the same cells, and Developer shall finish construction of the landfill cap and liner on the Remainder Cells, including replacement of the installed liner where in conflict with the Project. Developer's obligation for developing the Project includes rough grading (cut and fill) and waste consolidation/reconsolidation of the Subsurface Lot of the Remainder Cells, and placement and compaction of imported fill on the Remainder Cells Property as needed to enable vertical development. The term "**BPS**" means the building protection systems, as may be required by the County of Los Angeles/City of Carson for the development of the Property (in order to manage fugitive methane and other gases emanating from the contaminated soils in the Subsurface Lot of the Remainder Cells and making their way past the installed membrane liner), including both below-ground and above-ground improvements relating thereto, including venting systems and gas monitoring systems, as well as any necessary methane monitoring and venting equipment within buildings constructed on the Property; and, while the BPS is not part of the Remedial Systems, its construction is required in connection with the Remedial Systems and to support the Project. The Remedial Systems and BPS to be performed by Developer on the Remainder Cells are more particularly described below, but may be subject to modification from time to time, based on the requirements of DTSC and changes to the Site/the existing Remedial Systems (and shall not be deemed complete until a RACR (defined below) is approved by the DTSC for each particular Remainder Cell; it being agreed that the Project will be implemented in phases and completion of a given phase is only dependent upon a RACR for the Remainder Cells within such phase and RACRs need not be obtained for the entirety of the Remainder Cells for a given phase to be complete):

1. GETS. The GETS construction has been completed and was approved by DTSC in 2014. The GETS consists of 29 extraction wells, approximately 20,000 feet of underground conveyance piping, an aboveground groundwater treatment system, discharge piping connected to the municipal sanitary sewer system, and associated supporting systems. GETS infrastructure is located on the boundary of Cells 3 and 5, adjacent to the Torrance Lateral Channel, and within the Landfill Operations Center ("**LOC**"). The Project is not expected to conflict with the existing GETS. Therefore, no work associated with the GETS is anticipated as part of Developer's responsibilities to complete the Remedial Systems on the Property or to perform the Site Development Improvements (as defined below), except to the extent necessary to relocate specific existing GETS components should conflicts with the Project be identified in the future (and in the event of such conflicts, the modifications shall be at the expense of Developer).

2. GCCS. The GCCS consists of a combination of horizontal collectors and vertical wells for the collection of landfill gas ("**LFG**") below a Linear Low Density Polyethylene ("**LLDPE**") geomembrane installed as part of the landfill cap (see below); underground collection piping (laterals and headers); a central treatment unit; associated sumps, vaults, and supporting systems; and perimeter probes. GCCS horizontal collectors, vertical wells, lateral piping, and vaults have been installed or will be installed on the Remainder Cells within the footprint of buried landfill waste (most areas except former haul roads). Header piping and sumps on the Remainder Cells have generally been installed within former haul road footprints, and the remaining GCCS infrastructure, except perimeter probes, is located within the LOC. Based on the GCCS Build-out Design (Tetra Tech BAS Figure 5, Project Number 21868.211-211.1), the following GCCS components have already been installed on the Remainder Cells: 49 horizontal collectors, 101 vertical wells, 31 vaults, 6 sumps, lateral piping associated with installed wells (except for 7 inactive wells), header piping, and 45 perimeter probes adjacent to Cells 3 and 5 (applicable to the entirety of the Remainder Cells). In addition, the existing central treatment unit is operational for the control of LFG collected from the existing active GCCS on the Remainder Cells. Completion of the GCCS work for the Remainder Cells shall be documented via submittal of a Remedial Action Completion Report ("**RACR**") to DTSC and approval of the Remainder Cells RACR by DTSC for each particular Remainder Cell; it being agreed that the Project will be implemented in phases and completion of a given phase is only dependent

upon a RACR for the Remainder Cell(s) within such phase and RACRs need not be obtained for the entirety of the Remainder Cells for a given phase to be complete for purposes of this Agreement.

3. Landfill Cap. Portions of the landfill cap were installed by Tetra Tech between 2008 and 2012. The cap was installed in areas of portions of the Remainder Cells planned for parking under the no-longer-relevant The Boulevards at South Bay Specific Plan, and clay caps were installed along perimeter slopes along the Torrance Lateral and the I-405 San Diego Freeway. Completion of the landfill cap on Cells 3 and 4 was documented in Addendum #1 to Landfill Cap Completion Report #4, Geosynthetic Cap Areas in Cells 3 and 4, prepared by Tetra Tech. Completion of the cap shall be documented by the DTSC approval of the RACR for each of the Remainder Cells.

4. BPS.

- A. A primary geomembrane that is not part of the landfill cap and that may be required by the County of Los Angeles/City of Carson will extend under the buildings and be sealed to the pile caps for the building slabs.
- B. A sub-slab passive venting system capable of being converted to an active venting system. The venting system will consist of a network of perforated pipes embedded in a permeable gravel or crushed concrete layer under any enclosed, occupied areas of each building slab.
- C. A full-time methane detection system capable of sensing the presence of methane in the sub-slab venting system, and automatically notifying an operator of the detection. Upon such notification, corrective action will be implemented, which could include modifications to the GCCS or BPS operations, including triggering active gas removal from the sub-slab system.
- D. Beneath enclosed portions of buildings, a secondary geomembrane system that would be attached to and seal the bottom of building slabs. Some proposed developments could have areas of open-air, naturally ventilated space between the at-grade structural slab and the first occupied enclosed area (e.g., open-air parking areas under a podium building). In these areas, the secondary geomembrane system will not be required and the sub-slab venting system may be modified pursuant to County of Los Angeles Department of Building and Safety Methane Hazard Mitigation Standard Plan, which provides exceptions to the mitigation requirements discussed above for buildings with raised floor construction and buildings with natural ventilation.

(b) **Landfill Operations Center.** The Parties understand and agree that the LOC (situated on Lot 14 of the Tract Map) is necessary for the operation of the Remedial Systems. The Authority shall have the right to operate the Remedial Systems on the LOC pursuant to the LOC Easement. Prior to issuance of the final Certificate of Occupancy for the Project, the Authority shall be provided the following free of charge by Developer (and Developer shall be obligated to pay for the costs of same) in order to enable the operation of the LOC and the O&M activities required by the Authority: (i) workspace in the amount of up to 1,200 square feet to accommodate one private office, three office cubicle workstations, one conference/meeting room, an indoor storage room, a garage-type storage room for storing equipment, a small kitchenette, two restrooms/changing rooms with at least one emergency shower, (ii) a shed-type building for maintenance materials and larger equipment constituting at least 150 square feet, an outdoor

eye wash station, and an outdoor covered seating area, , and (iii) secured overnight parking for at least one pickup truck and other work vehicles required for O&M services and eight (8) vehicle parking spaces that meet the City's Municipal Code requirements for such spaces, and which shall be adjacent to the LOC for use by those operating or visiting the LOC. **[JR TO REVIEW AND CONFIRM TERMS]**

(c) **Warranty.** Developer's construction of the Remedial Systems required under this Agreement shall be of good quality and free from any defective or faulty material and workmanship. Developer agrees that for a period of one (1) year after the date of DTSC's approval of a RACR for each individual Remainder Cell and upon all such systems becoming operational on that Remainder Cell (the "**Warranty Period**"), Developer shall, within ten (10) days after being notified in writing by the DTSC (or by the Authority) of any defect in those Remedial Systems or non-conformance of those Remedial Systems to the terms required by DTSC or otherwise under this Agreement, investigate such notice and, if necessary, commence and prosecute with due diligence all work necessary to rectify same, at its sole cost and expense, and Developer shall provide to the Authority any notice of such defect received by DTSC any and any responses by Developer regarding same within three (3) business days of issuance of such notice/response. Developer shall act as soon as reasonably possible in response to an emergency (including any release of Hazardous Materials or a discovery of a violation of any Environmental Laws caused by a condition of the Remedial Systems on the Surface Lot or Subsurface Lot of the Remainder Cells). Operation and maintenance of the Remedial Systems shall remain with the Authority and shall only be in abeyance during any time Developer is performing construction on a Remedial System on a Remainder Cell; the Authority's performance of the operation and maintenance of the Remedial System components altered or constructed by Developer shall recommence immediately after the Remedial Systems on a Remainder Cell(s) has been completed and is operational (such that the Authority shall take over operation and maintenance of the Remedial Systems on the redeveloped Remainder Cell(s) once construction of the Remedial Systems on that Remainder Cell(s) is/are complete) as provided in Section 1.2(e) below. In addition, Developer shall, at its sole cost and expense, repair, remove and replace any portions of the Remedial Systems (or work performed by other contractors on the Remedial Systems) damaged by its defective work or which becomes damaged in the course of repairing or replacing its defective work, or otherwise take corrective actions to remedy any defects to the Remedial Systems. For any work so corrected, Developer's obligation hereunder to correct defective work shall be reinstated for an additional one year period (which shall constitute an extension to the Warranty Period for the applicable Remedial Systems affected), commencing with the date of acceptance by DTSC of such corrected work. Developer shall perform such tests as the DTSC may reasonably require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Developer. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work by Developer with respect to the Remedial Systems, whether express or implied, shall be provided to the Authority and shall be deemed to be obtained by Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Developer agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Developer fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, after reasonable notice and a reasonable opportunity to cure, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Developer's sole expense. Developer shall be obligated to fully reimburse the Authority for any reasonable, out-of-pocket expenses incurred hereunder to address the cure within thirty (30) days after demand and supporting documentation.

(d) **Remedial System Specifications Subject to Change.** Developer acknowledges and agrees that the Remedial System specifications described herein reflect specifications developed with respect to Cell 2 as of the date hereof. The Parties acknowledge and agree that the Remedial System design

and specifications are subject to change, including, without limitation, as a result of approvals required from DTSC, the South Coast Air Quality Management District, the County of Los Angeles/City of Carson and any other agencies having an oversight role/jurisdiction over the Remedial Systems/Project (collectively, the "**Agencies**"). Notwithstanding anything to the contrary contained herein, the Authority shall defer to and accept the determination of the Agencies with respect to the design and specifications of the Remedial Systems; provided, however, the Authority shall have the right to approve in advance any change in design that is materially different than the Remedial Systems proposed and/or installed on Cell 2 to the extent that: (i) such design will materially increase the cost of O&M activities at the Site that will not be borne by Developer; or (ii) materially increases the costs of the Lenardo Infrastructure, each based on the existing budgeted amounts therefor.

(e) **Remedial Systems Acceptance Criteria.** Prior to the commencement of Developer's construction of new Remedial Systems on any portion of the Property, the Authority and Developer shall work together in good faith to develop a set of written criteria sufficient to demonstrate that the Remedial Systems on any Cell of the Property are complete and are ready to be integrated into the Authority's continuing, long-term operations and maintenance program and thereafter operated and maintained by the Authority (the "**Conditional Acceptance Criteria**"). The Conditional Acceptance Criteria may include, without limitation, pressure testing of the GCCS wells and short-term operation of the GCCS at the Property and shall be a requirement for Developer's commencement of construction of Remedial Systems at the Property. Upon satisfaction of the Conditional Acceptance Criteria to the reasonable satisfaction of the Authority, Authority shall thereafter operate and maintain those portions of the Remedial Systems which were the subject of Developer's work on, at or under the Property as part of its integrated continued operation and maintenance of Remedial Systems at the Site.

1.3 **Performance of Lenardo Infrastructure.** Except as otherwise provided in this Agreement or otherwise agreed to by the Parties following the execution of this Agreement, Authority shall design and construct the roadway and traffic improvements, and water and sewer, drainage, power, gas, cable, telephone, fiber and other utilities necessary to serve the Project, from their locations in City streets or other rights of way to the property line of the Remainder Cells, including utility stubs to the Property, roadway and other off-site physical improvements required for development of the Project on the Property, including acquisition of any necessary easements or rights of way therefor, including those set forth in the SEIR for the Specific Plan as a condition to development of the 157 Acre Site, all in accordance with the requirements of the SEIR and applicable law.

1.4 **Performance of Stormwater Work.** Prior to the transfer of the Property to Developer, Authority shall perform and pay for all engineering, designing, obtaining required approvals of and installing and maintaining all Storm Water Pollution Control Measures required under the applicable Urban Storm Water Mitigation Plan and other applicable regulations (the "**Stormwater Work**") and the Storm Water Pollution Prevention Plan ("**SWPPP**") through the State Water Resources Control Board and Los Angeles County, as necessary, with respect to the Site, including the Property. To the extent required prior to the Closing, Authority shall perform engineering, design, obtain required approvals and install and maintain all stormwater pollution control measures on the public portions of the 157 Acre Site, as required under the applicable Standard Urban Stormwater Mitigation Plan ("**SUSMP**") by Los Angeles County and other applicable regulations (to the extent necessary to support the Project). Authority shall also be required to perform the installation of the main stormwater infrastructure in Lenardo Dr. (other catch basins serving the Site were previously installed by Tetra Tech). [Included within the [Lenardo Infrastructure][TO DISCUSS] will be construction of any requisite Storm Water Pollution Control Measures ("**Controls**") which can be located on the Remainder Cells in coordination with, and in locations approved by, Developer ("**Lenardo Controls**"). To the extent any of the Lenardo Controls interfere with the construction of the Remainder Cells and need to be relocated accordingly, the costs of such relocation shall be borne by Developer. Following the Closing, Authority shall continue to maintain the SWPPP. To the extent

Developer's work requires any new catch basins or modifications to be made to the Storm Water Pollution Control Measures, they shall be implemented by Authority at Developer's cost.][TO DISCUSS AND CONFIRM]

1.5 Performance of Site Development Improvements to Make Property Developable. In addition to the construction of the Remedial Systems and BPS on the Remainder Cells, Developer shall perform and pay for the following site development work required to support and serve the Project, as set forth below, as and to the extent required, modified or superseded by designs or permits (collectively, the "**Site Development Improvements**"):

1. Stormwater Work. Following the Closing, (i) Developer shall perform and pay for all Stormwater Work for the Property, and (ii) Developer shall take over responsibility for all SWPPP-related and SUSMP-related requirements and approvals for the Property, including implementation, maintenance and costs associated with the same to the extent necessary for the Project Site. [TO DISCUSS]

2. Preparation Work. Within the Subsurface Lot of the Remainder Cells, Developer shall perform and pay for certain site preparation work, which shall include grading of the Remainder Cells up to sub-grade elevation for building slabs, parking lots, roads, lighting, signs, etc., including the import and export of any soils as needed and any and all necessary relocation and mitigation of the existing trash layers so as to accommodate the necessary soil barrier between the Foundation Systems (defined below) and the waste that is to remain in place in the Subsurface Lot, as well as redistributing contaminated fill materials and grading of the Surface Lot of the Remainder Cells, which shall conform to a Remainder Cell specific Grading Plan approved by the DTSC and the City of Carson. All soil import shall adhere to DTSC testing requirements prior to being delivered to the Site, particularly with respect to meeting the standards for clean soil to be placed above the liner.

3. Sub Foundation Systems. Within the Subsurface Lot of the Remainder Cells, Developer shall install, at Developer's expense, foundation piles for buildings and other structures, pile caps, grade beams, landfill cap membrane tie-in (pile cap boots), utility shelves (for utility tie-ins), pits, vaults, retaining walls, and utilities for the service of other Site improvements in the approved plans such as fire hydrants, parking lot lighting, and landscaping elements (the "**Sub-Foundation Systems**"). The Sub-Foundation Systems are to be owned, constructed, financed, operated and maintained by Developer, in accordance with all Environmental Regulatory Requirements. In addition, Developer shall be required to install, at Developer's expense, Sub-Foundation Systems necessary to serve the Pylon Sign (defined below) on the Embankment, subject to prior City and Caltrans approval, and shall be granted an easement for access to the Embankment Lot and the subsurface thereof, by the Authority pursuant to the Grant Deed (the "**Embankment Sub-Foundation Systems**").

4. Utility Work. Within the Remainder Cells, Developer shall install and construct all necessary underground utility runs within the Surface Lot of the Remainder Cells to the extent feasible, and otherwise in the Subsurface Lot of the Remainder Cells, from Authority-built offsite utility lines at the property line to agreed locations at the Project's utility shelf in the Property (unless Authority requires that it perform such work, in which case, Developer shall pay for the reasonable costs therefor) (the "**Utility Work**"). The offsite utility lines are included within the Lenardo Infrastructure. Maintenance and repair of the Utility Work shall be performed by Authority if within the public right of way, but otherwise by Developer.

5. Foundation Systems and Vertical Development. Developer shall install the structural foundation slab (including all anchor bolts, conduit, cabling and plumbing within the slab) above the Sub-Foundation Systems, in order to allow for the Project's vertical improvements (the "**Foundation Systems**"). All maintenance and repair of the Foundation Systems shall be performed by Developer



regardless of whether such maintenance and repair is to be performed in whole or in part within the Subsurface Lot or Surface Lot of the Remainder Cells (again, access to the Subsurface Lot shall be granted pursuant to the License Agreement). The vertical improvements to be developed by Developer for the Project, shall start at the top of the foundation slab. The Foundation Systems as well as the vertical improvements for the Project are to be owned, constructed, financed, operated and maintained by Developer.

6. Construction Obligations. Authority and Developer will work together to develop protocols for their respective consultants and contractors, and those of the Cell 2 developer and the Cell 1 developer, to coordinate and share information and comments with respect to plans and specifications, bidding materials, insurance, phasing, scheduling and consultants and contractors for the foregoing work to maximize the benefits of such efforts to the Project and the overall development of the Site. Notwithstanding anything to the contrary herein, all construction activities shall be subject to the terms and conditions of (i) this Agreement, (ii) the Development Agreement, (iii) the 157 Acre Covenants (including the environmental covenants contained therein), (iv) an Institutional Control Plan, developed by the Parties and approved by DTSC, if required by DTSC, and (v) the Environmental Regulatory Requirements, and any other regulatory requirements applicable to the construction of the Project (and all construction obligations with respect to the Remedial Systems, BPS, and Site Development Improvements), whether imposed by DTSC or any other applicable regulatory authority. However, until the Closing, Authority shall retain ultimate Site control. Thereafter, Authority shall continue to own the Subsurface Lot of the Remainder Cells and all responsibilities and liabilities related to the performance of O&M of the Remedial Systems, but Developer shall be responsible for its obligations set forth elsewhere in this Agreement. Authority and City shall be expressly released from any and all liability to Developer associated with the design, construction, failure to construct and any defects of the Remedial Systems on, at or under the Remainder Cells during the Warranty Period applicable to any Remainder Cell. The Parties shall work cooperatively together to ensure Developer may proceed with the construction of the Remedial Systems on the Remainder Cells, pursuant to all requirements and regulations imposed by DTSC and in accordance with Developer's schedule for the Project.

1.6 Completion. Developer shall use its commercially reasonable efforts to complete its work and the Project in accordance with the Schedule of Performance, subject to Force Majeure (as such term is defined in the Agreement).

1.7 Maintenance / Repair of BPS or Site Development Improvements; Release. Notwithstanding anything to the contrary hereunder, in the event the BPS or Site Development Improvements require maintenance, repair, reconstruction, or correction at any time, Developer shall address such issues to the satisfaction of the DTSC, any other applicable governmental agency with oversight / jurisdiction over the BPS or Site Development Improvements, and Authority and upon such schedule required by DTSC, an applicable governmental agency, and the Authority; provided, however, that the Authority shall defer to DTSC's (or any other applicable governmental agency's) approval and schedule for repair or reconstruction of the BPS and Site Development Improvements at all times that Developer is in compliance with applicable Environmental Regulatory Requirements and the Insurance Administration Agreement. The Authority and all Released Parties shall have no liability for any defects, problems, non-compliance, or issues with the BPS or Site Development Improvements that may arise from time to time, except to the extent the same are caused or exacerbated by any negligent acts or omissions of the Authority/City. In connection therewith, Developer agrees to indemnify and hold Authority and the Released Parties free and harmless from and against any and all losses, damages, liabilities, claims, causes of action (whether legal, equitable, administrative), judgments, and other expenses (including reasonable attorneys' fees) which Authority or the Released Parties may suffer or incur as a consequence of any claim by a third-party alleging a defect, failure to maintain, or non-compliance with any Environmental



Regulatory Requirements or documents associated with the BPS or Site Development Improvements. Developer's obligations under this Section 1.7 shall survive the termination of this Agreement.

## **2.0 FUNDING RESPONSIBILITIES FOR THE IMPROVEMENTS**

2.1 Remedial Systems; BPS; Site Development Improvements. Developer shall have sole responsibility for funding the development, construction, installation, repair and replacement of the Remedial Systems on the Remainder Cells, BPS on the Remainder Cells, and Site Development Improvements, provided, that, with respect to the Remedial Systems installed by Developer within the Subsurface Lot of the Remainder Cells, its repair and replacement obligations shall be limited to the extent provided in Section 1.2 above; otherwise, all maintenance, operation, repair and replacement of the Remedial Systems installed on the Remainder Cells shall be paid for by the Authority, subject to reimbursement from the Surface Lot developers through the Remediation CFD (as defined below), Amended CFD or separate agreements/mechanisms with Developer and any other developers of Cells 1/2.

2.2 Lenardo Infrastructure. Authority shall have primary responsibility for funding, and shall fund, the development, construction, installation, maintenance, operation, repair and replacement of the Lenardo Infrastructure, subject to the payment obligations of Developer as set forth in the Agreement.

2.3 Community Facilities Districts. Two (2) Community Facility Districts have been established by City under statutory authority to pay for, respectively (i) O&M costs for Remedial Systems (CFD 2012-1) ("**Remediation CFD**") and (ii) the costs of installation, operation and maintenance of Entry Signs and Entry Plazas and the costs of operation and maintenance of public infrastructure within the 157 Acre Site (CFD 2012-2) ("**Infrastructure CFD**"; collectively with the Remediation CFD, the "**Existing CFDs**"). Authority acknowledges and agrees that it does not intend to and shall not "double collect" for O&M costs for the Remedial Systems. The Authority has worked with the City Council of the City of Carson to take all actions necessary to cause the special taxes and liens created by the Infrastructure CFD to be extinguished and cancelled; accordingly, the Infrastructure CFD is not authorized to issue any bond or indebtedness or issue any future special taxes upon the Property. The Parties acknowledge and agree that (x) the 157 Acre Covenants shall include terms which shall replace some of the terms under the Infrastructure CFD regarding the future obligations for maintenance / repairs of Site signage and public improvements / Lenardo Infrastructure, among other issues, and (y) a new CFD Covenant (as defined in the Agreement) shall be required to be negotiated in good faith between the Parties and recorded against the 157 Acre Site in connection with the establishment of the Amended CFD regarding the future obligations of the Parties and all future developers of Cells within the Site for the costs and obligations under the Amended CFD, among other issues.

2.4 Enterprise Fund Account. Developer acknowledges and agrees that it is not entitled to any contribution, advance, or receipt of any funds held in the Enterprise Fund Account held by the Authority pursuant to that certain Enterprise Fund Administration Agreement dated January 25, 2017, between the Authority and DTSC. The Authority shall maintain and use all funds allocated for O&M of the Remedial Systems and currently in the "**O&M Subaccount**" of the Enterprise Fund Administration Agreement on, at or under the Remainder Cells (as the same may be amended or modified) in accordance with the terms of such agreement; provided, however, that Authority shall not modify the Enterprise Fund Administration Agreement or otherwise seek permission thereunder to limit or reduce the amount of funds allocated to O&M of the Remedial Systems until the Amended CFD has been modified and accepted by Developer, which acceptance shall not be unreasonably withheld, conditioned or delayed.

### **3.0 DEVELOPMENT OF THE PROJECT**

3.1 Project Design and Quality. The Project, as more particularly described on Exhibit D of this Agreement, shall be designed consistent with the Required Approvals. The Project shall be developed in a manner that enhances the attractiveness of the Site and along view corridors into the Site with high quality materials, design and architecture, all in accordance with the terms and conditions of the Development Agreement and the Specific Plan. It is the Parties' mutual goal to make the 157 Acre Site an iconic regional attraction, both on the I-405 Freeway corridor, and generally. The nature, and the architectural design of the Project should harmonize, and create a synergy with respect to the development of the Cell 2 Project and the overall Site. In addition, Developer shall construct the Project in substantial conformance with any conditions of approval required by the City and the final plans and specifications approved by City.

3.2 Restrictions on Uses. Developer shall comply with the use restrictions of the Specific Plan, 157 Acre Covenants, and the Development Agreement, as the same may be amended from time to time, and in accordance with the Development Agreement.

3.3 Roadway Improvements on the 157 Acre Site. Authority will improve the planned roadway system as shown in the Specific Plan from the public roads to the Property to City public street standards with curbs, striping and signalization and all subsurface infrastructure installed, at least six (6) months in advance of substantial completion of the Project, provided the streets shall be in a base condition and not be finally paved until the date thirty (30) days prior to the opening of the Project, of which date Developer shall give Authority not less than two hundred seventy (270) days' prior notice. All roads built by Authority on the 157 Acre Site will be conveyed to, owned and maintained by the City or Authority as public streets. Authority will own and maintain Stamps Road between Lenardo and Del Amo Blvd. Authority and City shall maintain such roadway system in a finished and attractive manner conducive to the success of the Project.

3.4 Access to 157 Acre Site. Authority has constructed at its cost, and will grant to Developer and its contractors and consultants continuous, unobstructed access to all-weather roadways from major public streets to the Property, appropriately improved for construction personnel and equipment, including haul roads, dust control, track out mitigation, and signalization. Developer may at its expense provide such temporary extensions from Authority's haul road system as it shall require consistent with the Environmental Laws.

3.5 Master Sign Program. Developer shall develop a Master Sign Program design in coordination with any applicable developer of Cell 2 and/or Cell 1 developer in the event their projects are proceeding, which shall require approval by the City and the Authority. The Master Sign Program shall not be inconsistent with the Specific Plan. The cost of the Master Sign Program design shall initially be borne by Developer, but the costs of implementation will be borne by each respective Cell owner. Upon its adoption, the Master Sign Program will control with respect to the design and location of all 157 Acre Site signage, including, without limitation, along the Embankment Lot. Freeway signage is subject to approval by Caltrans. The Master Sign Program design will be subject to revision as the Site is developed, with the then-current developer of Cell 2, Developer, and the Cell 1 developer forming a sign review committee which shall review any proposed design revisions and make comments to City / Authority with City / Authority having final determination. The Master Sign Program may be implemented in phases based on developed area. In the event City determines to prepare a Master Sign Program design, Developer shall collaborate with City, Authority, the Cell 2 developer and the Cell 1 developer, if any, in undertaking view studies as a part of the Master Sign Program (i) to promote good design and compatibility, (ii) to prevent view obstruction, and (iii) to prevent sign proliferation. Developer shall pay sixty percent (60%) of the reasonable costs incurred by City or Authority in preparing the Master Sign Program. **[TO DISCUSS]**

3.6 On-Site and Entryway Signage. Developer have the right to place signs around and within the Property (for on-site advertising of its Project). In addition, Authority will permit design and development of three entry plazas for the 157 Acre Site at the main access points to the 157 Acre Site at Del Amo Boulevard, Main Street, and at the Avalon Boulevard/I 405 Freeway ramps ("**Entry Plazas**"). The Entry Plaza improvements will include iconic entry monuments with integrated signage (comprising the "**Entry Monuments**" described in Section 6.6 of the Specific Plan) which shall include the overall development name for the 157 Acre Site and specific identification signage for the projects developed thereon as approved by Developer, and any other developer of Cell 1 or Cell 2 ("**Entry Signs**"). The Entry Plazas and Entry Signs will be developed in accordance with Sections 6.4 and 6.6 of the Specific Plan and the Entry Plazas may incorporate hardscape, landscape or other aesthetic features in addition to the Entry Signs.**[TO DISCUSS]**

3.7 Embankment Signage. Developer shall be allocated an 88-ft tall (25-ft wide) digital static sign (the "**Pylon Sign**") located on the Embankment Lot in the southernmost location on the Embankment Lot in accordance with the Specific Plan dedicated to advertising onsite tenants. Authority shall retain ownership of the Embankment Lot and shall grant an easement to Developer to access, erect, maintain, power, repair and replace its Pylon Sign on the Embankment Lot pursuant to the Grant Deed, and shall not develop the Embankment for any purpose other than for signage, landscaping and other improvements incidental thereto, which landscaping and other improvements shall be developed and maintained in a manner which does not screen the signage, and otherwise in accordance with landscaping and maintenance standards set forth in the 157 Acre Covenants. Authority will assist Developer in obtaining such rights and permits as shall be needed for planned project signage on the Embankment Lot. Authority will support Developer in seeking to have Caltrans approve portions of the Embankment Lot as non-landscaped to promote signage placement flexibility.

3.8 Compliance with SEIR Mitigation Requirements, Specific Plan, and Conditions of Approval. The development of the Project and the terms of the Development Agreement require compliance with (i) the Specific Plan, and (ii) any and all "**Conditions of Approval**" imposed by the City on the development of the Project including any "**Mitigation Measures**", as set forth in the MMRP or otherwise. Developer shall perform and comply with all Mitigation Measures and Conditions of Approval which the SEIR designates as applicable to the Vertical Developer or Developer, at its sole cost.

3.9 Compliance with Prevailing Wage Laws to the Extent Applicable. Developer fully bears any and all risk that California Labor Code Section 1720 *et seq.* and similar laws ("**Prevailing Wage Laws**") may be found to apply to the Project. To this end, Developer acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("**DIR**"), require Developer or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Laws, then Developer shall indemnify, defend, and hold Authority and the Released Parties harmless from any such determinations, penalties, liabilities or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law.

3.10 Employment Outreach for Local Residents. A goal of City and Authority with respect to this Project and other major projects within City is to foster employment opportunities for Carson residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, Developer shall make reasonable efforts to cause all solicitations for full- or part-time, new or replacement, employment relating to the construction, operation and maintenance of the Project to be advertised in such a manner as to target local City residents and shall make other reasonable efforts at local employment outreach as City or Authority shall approve. Developer shall also notify City and Authority of jobs available at the Project such that City and Authority may inform City residents of job availability at

the Project. Developer will inform its purchasers and lessees of the provisions of these requirements. Nothing in this Section shall require Developer to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City or Authority.

#### **4.0 PROJECT SCHEDULE; COORDINATION OF DEVELOPMENT AND REGULATORY DOCUMENTATION**

4.1 Project Schedule. Attached to this Agreement as Exhibit H is an initial estimated schedule of performance for construction of the development of the Remedial Systems, BPS, Site Development Improvements and the construction of the Project by Developer (the "**Schedule of Performance**"). The Schedule of Performance is a synopsis of a more detailed estimated schedule which will be developed by Developer (as set forth in detail in the Development Agreement), and may be updated from time to time by Developer upon Authority's request in accordance with the Development Agreement. Representatives of the Authority, Developer, the developer of Cell 2, and any developer of Cell 1 shall be required to meet to coordinate schedules for all construction activity on the 157 Acre Site in order to minimize interference among construction activities and negative impacts on their various projects, business activities, and operations.

4.2 Regulation of Construction Activities on the 157 Acre Site. Consistent with the nature of a major construction project, Authority may use its existing regulatory powers to regulate the generation of dust, noise, odors, traffic impediments, etc., caused by the development and construction of the 157 Acre Site and on and around such other Cells, as set forth in the MMRP. The MAPO and Phased Development Letter include mitigation measures for the phased development of the Cells to comply with DTSC requirements. The foregoing provisions shall be included in the 157 Acre Covenants, and/or an Institutional Control Plan.

4.3 Regulatory Documentation Governing the Site. Prior to Closing and to the extent Developer seeks regulatory approvals or concessions from DTSC or seeks to engage in communications with DTSC, it shall be required to notify the Authority in advance and the Authority shall have the right to participate in any discussions or meetings with DTSC and Developer, provided that the Authority's unavailability shall not preclude the discussions or meetings from taking place. The Authority shall also have the right to approve (i) any modifications to the existing regulatory documents governing the Site (including, without limitation, the RAP, CFA, MAPO, Phased Development Letter, LUC, and PPA), and (ii) any new documents or agreements entered into between Developer and DTSC or that are otherwise binding on the Site (such as the Institutional Control Plan, if required by DTSC, and environmental covenants). Such documentation, agreements, or modifications cannot impose any burdens, obligations, or costs upon the Authority, or the Cell 1 or Cell 2 developer (or hinder the development of Cell 1 or Cell 2), without the express written approval of the Authority which may be given or denied in its sole discretion. Developer's prior written approval (which shall not be unreasonably withheld, conditioned or delayed) shall be required prior to the Authority initiating any modification of any existing regulatory document relating to the remedial work on the Remainder Cells or the O&M to be performed by the Authority on the Remainder Cells or proposing any new regulatory document relating to or affecting the remedial work on the Remainder Cells or the O&M to be performed by Authority on the Remainder Cells. At all times the Authority shall cooperate with, and shall use commercially reasonable efforts to cause the developers of Cell 1 and Cell 2, to cooperate with Developer in order to have the Project proceed on a timely and cost effective basis (consistent with any prior undertakings Authority has with any Cell 1 or Cell 2 developer). Based on its long-standing relationship with the DTSC, Authority shall assist Developer in coordinating, on a timeframe compatible with Developer's Project, meetings with, communications and responses to documents from the DTSC.

## **EXHIBIT F**

### **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”) by and between, the CARSON RECLAMATION AUTHORITY, a California joint powers authority (the “**Authority**”), and CARSON GOOSE OWNER, LLC, a Delaware limited liability company (“**Developer**”). Authority and Developer are sometimes referred to herein, individually as a “**Party**” and collectively, as the “**Parties**.”

### **RECITALS**

- A. **The Site.** Authority is the owner of approximately 157 gross acres of real property located in the City of Carson, as shown on the Site Map attached hereto as **Exhibit A** (the “**Site**” or “**157 Acre Site**”), known as the former Cal-Compact Landfill. The 157 Acre Site is divided into five (5) cells as shown on **Exhibit A** attached hereto and incorporated herein (each a “**Cell**”).
- B. **Subdivision.** The 157 Acre Site has also been vertically subdivided into a surface lot (APN 7336-010-905) (the “**Surface Lot**”) and a subsurface lot (APN 7336-010-903) (the “**Subsurface Lot**”), which lots are referenced as Parcel 1 (Subsurface Lot) and Parcel 2 (Surface Lot) of Parcel Map No. 70372 (per map filed in Book 377 Pages 76-89, inclusive, of maps in the Office of the County Recorder for Los Angeles County, California (“**Official Records**”)), as shown on **Exhibit B-1** attached hereto.
- C. **Remainder Cells Subdivision.** The Surface Lot of the Site has been further subdivided into 14 lots pursuant to that certain map entitled Tract No. 83481 recorded in the Official Records on November 9, 2023 with recording information of Book 1445, Pages 53 through 66, of Maps (“**Tract Map**”) shown on **Exhibit B-2** attached hereto, consisting of approximately 86.833 net acres (the “**Remainder Cells**” (which term is defined herein to include the Surface Lot and Subsurface Lot of such Cells)). Developer has acquired the Surface Lot of the Remainder Cells (more particularly described in the Tract Map ) pursuant to the Grant Deed (as defined below). The Site, less the Remainder Cells, is hereinafter referred to as the “**Non-Owned Site**.”
- D. **Environmental Conditions.** The 157 Acre Site was operated as a landfill prior to the incorporation of the City of Carson (“**City**”) in 1968 and as a result, the 157 Acre Site has soil and groundwater contamination that requires remediation. Due to the fact that the 157 Acre Site is a former landfill site, on October 25, 1995, the California Department of Toxic Substances Control (“**DTSC**”) approved a Remedial Action Plan (as the same may be amended, supplemented, or modified from time to time, the “**RAP**”) for the Upper Operable Unit of the 157 Acre Site, which RAP requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, landfill gas collection and control system (“**GCCS**”), and groundwater extraction and treatment system (“**GETS**”) on the Property (defined below), all of which to the extent they exist today are owned, and as existing and completed in the future shall be owned, by Authority (“**Remedial Systems**”).
- E. **Consent Decrees.** In addition to the RAP, certain Consent Decrees were issued for the 157 Acre Site by DTSC in December 1995, October 2000, and January 2004 in order to resolve claims made regarding the resolution of the contamination issues affecting the Site (the “**Consent Decrees**”). The 1995 Consent Decree applies to the remedial obligations for the Upper Operable Unit of the Site (“**1995 Consent Decree**”). There are no remaining obligations under the 2000 and 2004 Consent Decrees.

- F. **Regulatory Agreements.** The development of the 157 Acre Site by Developer is subject to the terms and conditions set forth in (i) that certain document entitled Management Approach to Phased Occupancy (File No. 01215078.02), approved by DTSC in April 2018 (the “**MAPO**”); (ii) that certain letter regarding phased development matters, issued by DTSC to the Authority, dated October 17, 2017 (the “**Phased Development Letter**”); (iii) that certain Land Use Covenant and Agreement Environmental Restrictions made and entered into by the Authority in favor of DTSC and recorded on December 13, 2023 as Instrument 20230872669 in the Official Records (“**LUC**”); and (iv) that certain Agreement and Covenant Not to Sue, made by Developer in favor of DTSC, dated July 22, 2024 (the “**PPA**”). The MAPO, the Phased Development Letter, the 1995 Consent Decree, the LUC, PPA, and all other regulatory requirements applicable to the Remainder Cells imposed by DTSC or any other governmental agency, as well as all Environmental Laws (as defined in the Option Agreement), are collectively referred to herein as the “**Environmental Regulatory Requirements**”.
- G. **Environmental Review & Entitlements.** The 157 Acre Site was originally entitled for development pursuant to The Carson Marketplace Specific Plan, approved on February 8, 2006, and amended on April 5, 2011 (as so amended, the “**Boulevards Specific Plan**”). The Boulevards Specific Plan was further amended on April 5, 2011, and on April 3, 2018, and renamed “The District at South Bay Specific Plan” (as so amended, the “**Prior Specific Plan**”). An extensive environmental review process was previously undertaken pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., “**CEQA**”) for the 157 Acre Site in connection with the approval of both the Boulevards Specific Plan and the Prior Specific Plan, which culminated in a Final Environmental Impact Report, dated February 8, 2006, an Addendum to the Final Environmental Impact Report dated March 2009, a Supplemental Environmental Impact Report dated April 3, 2018, and a Final Supplemental Environmental Impact Report, adopted by the City on June 8, 2022 (the “**SEIR**” or “**2022 SEIR**”), pertaining to the associated The District At South Bay Specific Plan Amendment, dated June 8, 2022 (which received approval from the City on June 8, 2022 pursuant to Ordinance No. 22-2207) (the “**Specific Plan**”). The Mitigation Monitoring and Reporting Program (“**MMRP**”) required in connection with the 2022 SEIR is set forth in **Exhibit C** attached hereto, which includes certain obligations and requirements applicable to Developer’s performance of its obligations under this Agreement.
- H. **Option Agreement.** Authority and Developer entered into that certain Amended and Restated Option Agreement and Joint Escrow Instructions, dated \_\_\_\_\_ (the “**Option Agreement**”), pursuant to which Developer was granted an option to acquire and develop the Surface Lot of the Remainder Cells (the “**Property**”) pursuant to the Grant Deed, subject to all terms and conditions contained therein.
- I. **Exercise of Option Right.** Developer has successfully obtained the Required Approvals for the Project, pursuant to the terms and conditions of the Option Agreement, including, the City’s approval of a Development Agreement, dated June 8, 2022 and a Minor Modification to the Development Agreement dated February 29, 2024 (collectively, the “**Development Agreement**”) and has exercised its option right to acquire and develop the Surface Lot of the Remainder Cells, and therefore, pursuant to that certain Grant Deed, dated \_\_\_\_\_, 2025, which shall be recorded in the Official Records substantially concurrent with the execution of this Agreement (the “**Grant Deed**”), the Authority has conveyed the Property to Developer for the development of the following: (i) an 11.12 acre community amenity and commercial area with a variety of programmed passive and active open spaces, including, among other uses, retail, restaurants, a performance pavilion and event lawn, a dog park, and other community-serving uses, (ii) up to six light industrial buildings (providing for e-commerce/fulfillment center uses and distribution center/parcel hub uses) consisting of 1,567,090 square feet total, inclusive of 75,000 square feet of associated office



space and (iii) associated signage (the “**Project**”). The Project will be constructed and developed on the Property by way of the installation of thousands of pre-cast concrete piles into pre-drilled borings through and into the Surface Lot and the Subsurface Lot of the Property and embedded into native material (“**Piles**”). Additionally, pursuant to the terms and conditions of the Option Agreement, in order to accommodate the Project on the Property, Developer is required to construct and install certain Remedial Systems, Building Protection Systems (“**BPS**”) for vertical improvements, and Site Development Improvements (each as defined in the Option Agreement) both within the Subsurface Lot and the Surface Lot of the Remainder Cells (collectively, with the Piles, the “**Additional Developer Project Improvements**”), as required by the Environmental Regulatory Requirements, the Development Agreement, or otherwise required for the remediation and/or development of the Surface Lot of the Remainder Cells.

- J. **License for Authority.** As set forth in the Option Agreement and Development Agreement, the Authority is obligated to construct the Lenardo Infrastructure, some of which will require access and a construction license to perform that work on the Remainder Cells, and the Authority requires a license in order to access the Remedial Systems installed upon the Subsurface Lot of the Remainder Cells and for the other Authority Work (as defined below). Authority, therefore, requires an access license from Developer to perform that work on the upon or under the Remainder Cell(s).
- K. **License for Developer.** As set forth in the Option Agreement and Development Agreement, the construction, installation and maintenance of the Additional Developer Project Improvements require that Developer enter into the Subsurface Lot of the Remainder Cells, which is owned by Authority, and the construction of the Project and the Additional Developer Project Improvements require Developer to access other portions of the Site, which are owned by the Authority. Developer therefore requires a license from the Authority in order to enable such construction, maintenance, and installation of the Additional Developer Project Improvements and the Project, and Developer’s due diligence investigations of the Subsurface Lot of the Remainder Cells in connection with same. As between Developer and Authority only, the Authority shall have no responsibility for the Additional Developer Project Improvements until its operation and maintenance obligations for the Remedial Systems constructed by Developer arise pursuant to terms and conditions of Section 4 below.
- L. **Intent.** Authority and Developer desire to enter into this Agreement to memorialize the terms and conditions under which the Developer, and/or its employees, agents, consultants, contractors, successors and assigns (collectively, “**Developer Parties**”), may enter on, into and/or under the Subsurface Lot of the Remainder Cells or other portions of the Site in order to perform the work required for the construction, installation and maintenance of the Additional Developer Project Improvements and the Project and to memorialize the terms and conditions under which the Authority, and/or its contractors, consultants, agents, successors and assigns (collectively, “**Authority Parties**”), may enter on, into and/or under the Surface Lot of the Remainder Cells to perform the Authority Work (as defined below).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made by the Parties contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of License to Developer.** Subject to the terms and conditions of this Agreement, Authority hereby grants to Developer and Access Parties a license (“**Developer License**”) to enter upon the other areas of the Non-Owned Site and the Subsurface Lot of the Remainder Cells to construct / install

/ maintain the Additional Developer Project Improvements and the Project, which conditions shall include the following:

- A. **Subsurface Lot Purpose.** Developer's and Developer Parties' access upon, under and within the Subsurface Lot of the Remainder Cells shall be for the purpose of constructing, installing, completion, and maintenance of the Additional Developer Project Improvements and/or the Project, including, without limitation, any due diligence investigations of the Subsurface Lot of the Remainder Cells required in connection therewith.
- B. **Cell 1 Surface Lot Purpose.** Developer's and Developer Parties' access upon the Surface Lot of Cell 1 shall be limited to a two (2) acre area ("**Pile Storage Area**"), and shall be restricted to Piles storage associated with Developer's Project ("**Pile Storage License**"); provided, however, (i) the Parties shall coordinate such access and the Pile Storage Area, (ii) any such access shall require prior notice from Developer to Authority regarding its requested access upon the Surface Lot of Cell 1; (iii) Developer shall be responsible, at its sole cost and expense, for relocating any stockpiles in the Pile Storage Area prior to Developer's need for the Pile Storage Area to other locations designated by Authority on Cell 1; and (iv) the term of Developer's Pile Storage License shall terminate one hundred eighty (180) days after the Authority has certified in writing to Developer that construction on Cell 1 will be commencing within two-hundred seventy days (270) from the date of the notice (the "**Pile Storage License Term**").
- C. **Additional Non-Owned Site Access.** Developer's rights of access under this Agreement shall include the authority to traverse the Non-Owned Site on a non-exclusive basis in order perform the construction/installation of the Project work and Additional Developer Project Improvements on those areas of Site as included in any plans and specifications for the Project and/or Additional Developer Project Improvements approved by Authority and/or the City of Carson, as applicable, including, without limitation, sampling from any air monitoring stations.
- D. **Reserved Access Rights.** The Developer License granted herein, other than the Pile Storage License, shall be non-exclusive. Authority (together with Authority Parties ) reserves and retains the right to access the Non-Owned Site and Remainder Cells ("**Reserved Access Rights**"), including the Subsurface Lot of the Remainder Cells but excluding the Pile Storage Area during the Pile Storage License Term, for the following purposes (such purposes, collectively, the "**Authority Work**"): (i) inspecting, testing, surveying, maintaining, repairing, and/or replacing the Remedial Systems installed upon or under the Property and Remainder Cells, (ii) performance of any obligations of Authority or imposed upon Authority set forth in the Environmental Regulatory Requirements and/or the MMRP, (iii) construction of the Lenardo Infrastructure, which shall include all necessary inspection, planning, surveying, and studying in advance of any actual construction work, and (iv) as reasonably deemed necessary by Authority from time to time, subject to the terms of Section 3 below. The Authority Work described in subparagraph (iv) is referred to herein as the "**Discretionary Work**."
- E. **Other Agreement Conditions.** Developer shall comply with all terms, conditions and requirements set forth in the Development Agreement, the Specific Plan, the SEIR (including the MMRP described in Exhibit C attached hereto), the Environmental Regulatory Requirements, and all conditions of approval imposed by the City on the development of the Project (including any mitigation measures imposed in connection with

City's environmental review of the Project pursuant to CEQA).

Developer hereby acknowledges and agrees that (i) no estate in the real property comprising the Site (other than the Property) or the Subsurface Lot of the Remainder Cells is created hereby; and (ii) this Agreement does not constitute or create an easement or a lease of the Site (other than the Property) or the Subsurface Lot of the Remainder Cells.

**2. Additional Conditions for Developer Access.** Authority agrees that Developer, and Access Parties, and its and their vehicles and equipment, may enter the Non-Owned Site and the Subsurface Lot of the Remainder Cells for the purposes of constructing, maintaining and completing the Project and Additional Developer Project Improvements, subject to the following:

- A. **Notice.** At least seven (7) days prior to the date on which Developer seeks to enter the Non-Owned Site or the Subsurface Lot of the Remainder Cells to commence to perform work or construction on the Project or Additional Developer Project Improvements, Developer shall give written notice to Authority (which may be provided by e-mail so long as a written letter is attached to such notice) ("**Developer Access Notice**") of its intent to enter upon the Non-Owned Site and/or the Subsurface Lot of the Remainder Cells. Such Developer Access Notice shall include a general description of the work to be done, the specific areas of the Non-Owned Site and/or the Subsurface Lot of the Remainder Cells that Developer shall require access, the equipment that will be used, the staging requirements, if any, the contact person for Developer who shall be the point of contact for Authority to reach out to regarding the construction activities, and Developer's expected access period (and if any such work, access areas, equipment, staging, and/or contact person are modified from time to time, Developer shall provide notice to Authority in advance in the same manner as set forth above). Authority shall approve such requested access (unless such Developer Access Notice includes terms that are contrary to or conflict with the terms of this Agreement and/or the Option Agreement, the provisions of the MMRP, or any other Environmental Regulatory Requirements) by written notice, which may be provided by e-mail so long as a written letter is attached to such notice. The Parties agree to meet and coordinate frequently during the Term of this Agreement to confirm the nature of the work performed (or expected to be performed) by Developer, the equipment used or proposed to be used, and the areas of the Non-Owned Site or Subsurface Lot of the Remainder Cells accessed (or expected to be accessed) by the Developer (including staging on Cell 1), and Developer agrees to provide periodic notices to the Authority as and when requested by the Authority (which may be provided by e-mail, so long as a written letter is attached to such notice).
- B. **Hours.** The Parties understand and agree that Developer may only access the Site between 7:00 a.m. to 8:00 p.m. Monday through Saturday if to perform the Project / Additional Project Improvements work/construction unless otherwise approved by the City of Carson.
- C. **Costs.** All costs of construction, installation and maintenance of the Additional Developer Project Improvements and the Project shall be the sole responsibility of Developer; provided, however, the maintenance and performance of the Developer Remedial System Work Elements (as defined in Section 4 below) by Developer shall only be required during the Warranty Period or Extended Warranty Period (as each such term is defined below), as set forth pursuant to the terms and conditions of the Option Agreement.
- D. **Applicable Plans.** All of Developer's rights of access hereunder shall be subject to, and in accordance with the terms and conditions of the Site Specific Health and Safety Plan

(as modified from time to time, the “**Safety Plan**”) governing the Site, and all other sitewide plans set forth on **Exhibit D** attached hereto (collectively, the “**Sitewide Plans**”), the requirements of Securitas Security Services USA Inc. (or any other contractor which serves the Authority as its security contractor for the Site), the applicable terms of the Option Agreement, and all other regulatory requirements and Environmental Laws governing the Site, including without limitation, the MMRP, Environmental Regulatory Requirements, and the Development Agreement.

- E. **Cooperation and Coordination With Authority and Other Developers.** All construction, installation, and work performed by Developer pursuant to this Agreement occurring on the Non-Owned Site and Subsurface Lot of the Remainder Cells shall be coordinated (to the extent reasonably possible) with Authority’s contractors/consultants, the developer of Cell 2 provided that such developer is actively performing due diligence of the Site and/or are under construction (or such other developer of Cell 2 actively under construction), and any other developers of the Non-Owned Site actively performing due diligence of the Site and/or are under construction (and their respective contractors, consultants, and agents), in good faith. Authority shall have no liability for any conflicts that result among the various construction / development activities occurring on the 157 Acre Site by Developer, the then active Cell 2 developer, or other active developers of the Non-Owned Site (and their respective contractors, consultants, and agents), unless Authority has actual knowledge of such conflicts and fails to give notice to Developer within a reasonable timeframe to enable Developer to coordinate and resolve such conflicts with such parties.

3. **Grant of License to Authority.** Subject to the terms and conditions of this Agreement, Developer hereby grants to Authority and Authority Parties a license to enter upon the Surface Lot of the Remainder Cells for the Authority Work (“**Authority License**”), which conditions shall include the following and which provisions also apply to Authority’s reserved access rights to the Site described above:

- A. **Purpose.** Authority and Authority Parties’ access upon, under and within the Surface Lot of the Remainder Cells shall be for the purpose of the Authority Work, but the Discretionary Work shall be subject to written approval by Developer, which shall not be unreasonably withheld.
- B. **Non-Exclusive.** The Authority License is non-exclusive. Developer (together with Developer Parties) reserves and retains the right to access the Surface Lot of the Remainder Cells for all purposes, including, without limitation, the construction of the Project.
- C. **Other Agreement Conditions.** Authority shall comply with all terms, conditions and requirements set forth in the 1995 Consent Decree, the LUC, and all other regulatory requirements applicable to the Authority Work imposed by DTSC or any other governmental agency, as well as all Environmental Laws.
- D. **Notice.** At least seven (7) days prior to the date on which Authority seeks to enter the Surface Lot of the Remainder Cells to commence to perform Authority Work, Authority shall give written notice to Developer (which may be provided by e-mail so long as a written letter is attached to such notice) (“**Authority Access Notice**”) of its intent to enter upon Surface Lot of the Remainder Cells. Such Authority Access Notice shall include a general description of the work to be done, the specific areas of the Remainder Cells that Authority shall require access, the equipment that will be used, the staging requirements, if any, the contact person for Authority who shall be the point of contact for Developer to

reach out to regarding the construction activities, and Authority's expected access period (and if any such work, access areas, equipment, staging, and/or contact person are modified from time to time, Authority shall provide notice to Developer in advance in the same manner as set forth above). Developer shall approve such requested access and shall have approved the Lenardo Infrastructure and the Discretionary Work in writing prior thereto if the access is for such work (unless such Authority Access Notice includes terms that are contrary to or conflict with the terms of this Agreement and/or the Option Agreement, the provisions of the MMRP, or any other Environmental Regulatory Requirements) by written notice, which may be provided by e-mail so long as a written letter is attached to such notice. The Parties agree to meet and coordinate frequently during the Term of this Agreement to confirm the nature of the work performed (or expected to be performed) by Authority, the equipment used or proposed to be used, and the areas of the Surface Lot of the Remainder Cells accessed (or expected to be accessed) by the Authority, and Authority agrees to provide periodic notices to the Developer as and when requested by the Developer (which may be provided by e-mail, so long as a written letter is attached to such notice). Notwithstanding anything to the contrary hereunder, Authority and Authority Parties shall have the right to immediately access the Surface Lot of the Remainder Cells in the event (i) of an emergency, (ii) of any situation in which a threat to public health and safety occurs or is anticipated to occur by Authority or Authority Parties, or (iii) Authority requires immediate access in order to comply with its obligations under any terms or conditions set forth in the Environmental Regulatory Requirements and/or the MMRP as the owner of / responsible party for the Site (collectively, "**Authority Emergency Access Rights**"). In addition to the Authority License, in the event that Authority determines, in its reasonable discretion, that an event or circumstance exists that is likely to cause a substantial and imminent endangerment to public health or the environment, then Authority shall provide written notice thereof to Developer and Developer shall work in good faith with Authority to promptly mitigate such conditions, including without limitation, temporarily ceasing construction activities at all or a portion of the Remainder Cells.

- B. **Hours.** Except with respect to Authority Emergency Access Rights, the Parties understand and agree that Authority may only access the Remainder Cells between 7:00 a.m. to 8:00 p.m. Monday through Saturday unless otherwise approved by Developer.
- C. **Costs.** All costs of construction, installation and maintenance of the Authority Work shall be the sole responsibility of Authority, subject to any reimbursement mechanisms set forth pursuant to the terms and conditions of the Option Agreement.
- D. **Applicable Plans.** All of Authority's rights of access hereunder shall be subject to, and in accordance with the terms and conditions of the Safety Plan, the Sitewide Plans, the requirements of Securitas Security Services USA Inc. (or any other contractor which serves the Developer as its security contractor for the Remainder Cells), all other regulatory requirements and Environmental Laws governing the Site, including without limitation, the MMRP, Environmental Regulatory Requirements.
- E. **Cooperation and Coordination With Developer.** All construction, installation, and work performed by Authority pursuant to this Agreement occurring on the Surface of the Remainder Cells shall be coordinated (to the extent reasonably possible) with Developer's contractors/consultants in good faith.

Authority hereby acknowledges and agrees that (i) no estate in the real property comprising the Surface Lot of the Remainder Cells is created hereby; and (ii) this Agreement does not constitute or create

an easement or a lease of the Surface Lot of the Remainder Cells.

**4. Warranty for Elements of Remedial Systems Completed by Developer and BPS.**

Upon acquisition of the Property by Developer pursuant to the Grant Deed, Developer shall accept the existing Remedial Systems installed upon or within the Remainder Cells in their then "AS-IS" condition. Developer shall ensure that all Remedial Systems required for the Remainder Cells ("**Developer Remedial System Work Elements**") shall be of good quality and free from any defective or faulty material and workmanship. Developer agrees that for a period of one year after the date of DTSC's approval of a Remedial Action Completion Report ("**RACR**") for each individual Remainder Cell and upon all such Developer Remedial System Work Elements within the applicable Remainder Cell becoming operational ("**Warranty Period**"), Developer shall, within ten (10) days after being notified in writing by DTSC (or by Authority) of any defect in the Developer Remedial Systems Work Elements installed upon or within the Remainder Cells or non-conformance of the Developer Remedial Systems Work Elements to the terms required by DTSC or otherwise under this Agreement, investigate such notice and, if necessary, commence and prosecute with due diligence all work necessary to rectify same, at no cost or expense to Authority. Developer shall act as soon as reasonably possible in response to an emergency (including any release of Hazardous Materials or a discovery of a violation of any Environmental Laws caused by a condition of the Developer Remedial Systems Work Elements on the Surface Lot or Subsurface Lot of the Remainder Cells). Operation and maintenance of the Remedial Systems remains with the Authority and shall only be in abeyance during any time Developer is performing construction on a Remedial System on a Remainder Cell; the Authority's performance of the operation and maintenance of the Remedial System components altered or constructed by Developer shall recommence immediately after the Remedial Systems on a Remainder Cells has been completed and is operational (such that the Authority shall take over operation and maintenance of the Remedial Systems on the redeveloped Remainder Cell(s) once construction of the Remedial Systems on that Remainder Cell(s) is/are complete) as provided below. Prior to the commencement of Developer's construction of new Remedial Systems on any portion of the Remainder Cells, Authority and Developer shall work together in good faith to develop a set of written criteria sufficient to demonstrate that the Remedial Systems on any Cell of the Remainder Property are complete and are ready to be integrated into Authority's continuing, long-term operations and maintenance program and thereafter operated and maintained by the Authority (the "**Conditional Acceptance Criteria**"). The Conditional Acceptance Criteria may include, without limitation, pressure testing of the GCCS wells and short-term operation of the GCCS at the Property and shall be a requirement for Developer's commencement of construction of Remedial Systems at the Property. Upon satisfaction of the Conditional Acceptance Criteria to the reasonable satisfaction of the Authority, Authority shall thereafter operate and maintain those portions of the Remedial Systems which were the subject of Developer's work on, at or under the Remainder Property as part of its integrated continued operation and maintenance of Remedial Systems at the Site. In addition, Developer shall, at its sole cost and expense, repair, remove and replace any portions of the Remedial Systems (or work performed by other contractors on the Remedial Systems) damaged by its defective work or which becomes damaged in the course of repairing or replacing its defective work, or otherwise take corrective actions to remedy any defects to the Remedial Systems. For any work so corrected, Developer's obligation hereunder to correct defective work shall be reinstated for an additional one year period (which shall constitute an extension to the Warranty Period for the applicable Remedial Systems affects, the "**Extended Warranty Period**"), commencing with the date of acceptance by DTSC of such corrected work. Developer shall perform such tests as the DTSC may reasonably require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Developer until the end of the Extended Warranty Period. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work by Developer with respect to the Remedial Systems, whether express or implied, shall be provided to Authority and shall be deemed to be obtained by Authority, regardless of whether or not such warranties

**Commented [am2]:** TO CONFORM ALWAYS WITH THE OPTION AGREEMENT



and guarantees have been transferred or assigned to Authority by separate agreement and Developer agrees to enforce such warranties and guarantees, if necessary, on behalf of Authority. In the event that Developer fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of Authority, after reasonable notice and a reasonable opportunity to cure (and notwithstanding any terms or conditions set forth in Section 13(b) below), Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Developer's sole expense. Developer shall be obligated to fully reimburse the Authority for any reasonable, out-of-pocket expenses incurred hereunder to address the cure within thirty (30) days after demand and supporting documentation.

**5. Term.** This Agreement will become effective as of the Effective Date, and shall continue in full force and effect (i) with respect to the Additional Developer Project Improvements and BPS, in perpetuity, (ii) with respect to Authority's Reserved Access Rights and the Authority License, in perpetuity, and (iii) with respect to the Developer Remedial System Work Elements (and Developer's obligations hereunder with respect to such work), the expiration of the Warranty Period (or, if applicable, the Extended Warranty Period) (the "**Term**").

**6. Indemnity by Developer.** Developer agrees to indemnify, defend and hold harmless Authority, its officers, elected officials, employees, and agents (collectively, the "**Authority Indemnified Parties**") from and against, and will hold and save them and each of them harmless from, any and all actions (either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "**claims or liabilities**")) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with (i) the Developer License granted hereunder and Developer's activities on the Site, (ii) injuries to persons in or about the Site resulting from Developer's or Access Parties' activities on the Site under this Agreement, (iii) claims for nonpayment of amounts due from Developer to a third-party contractor, consultant, vendor or supplier relating to or arising from the performance of Developer's obligations under this Agreement, (iv) regulatory fines or administrative penalties imposed upon Authority or the Site with respect to remedial obligations of Developer hereunder on the Remainder Cells or the subsurface components thereof prior to the approval by DTSC of a RACR for the applicable Remainder Cell, including, without limitation, claims arising out of Developer's failure to construct the Developer Remedial System Work Elements in accordance with the terms herein, (v) any act or omission of Developer or an Access Party that causes damage to any of the Remedial Systems on, at or under the Remainder Cells through and including the end of the Warranty Period (or Extended Warranty Period, if applicable); and (vi) after DTSC's approval of a RACR for a given Remainder Cell, Developer's acts or omissions that damage the Remedial Systems on that Remainder Cell, (1) during subsurface work approved by DTSC and through and including the date that is one (1) year after completion of such subsurface work in compliance with the Environmental Regulatory Requirements, as applicable; and (2) violations by Developer, its agents or contractors of any Environmental Regulatory Requirements on that Remainder Cell, provided, however, that with respect to all of subsections (i) through (vi) above, (A) claims occurring as a result of Authority's or Authority Indemnified Parties' sole negligence or willful acts are expressly excluded from Developer's obligations set forth in this Section 6, and (B) to the extent that the Insurance Programs (as defined below), provide coverage for any of the aforementioned claims for which Developer has responsibility to Authority, the obligations of Developer under this Section 6 shall not apply to the extent that coverage for defense and payment of loss, in any amount, is provided to Authority under the Insurance Programs, whereupon the performance of such insurers shall be deemed to satisfy the obligations of Developer under this Section 6. In any matter seeking to enforce the indemnities in this Section 6, Authority shall have the burden of proof. The indemnity obligations under this Section 6 shall be binding on successors and assigns of Developer as provided in Section 13(j) below and shall survive termination of this Agreement.

**7. Indemnity by Authority.** Authority agrees to indemnify, defend and hold harmless Developer, its members, employees and agents (collectively, the “**Developer Indemnified Parties**”) from and against, and will hold and save them and each of them harmless from any claims which may arise, directly or indirectly, from any act or omission of Authority, its agents or contractors that causes damage to any of the Remedial Systems or other components of the Site, and/or any regulatory fines or administrative penalties imposed upon Developer or the Remainder Cells with respect to the remedial obligations of the Authority; provided, however, that (i) to the extent that the Insurance Programs provide coverage for any of the aforementioned claims, the obligations of Authority under this Section 7 shall not apply to the extent that coverage for defense and payment of loss, in any amount, is provided to Developer under the Insurance Programs, whereupon performance by such insurers shall be deemed to satisfy the obligations of Authority under this Section 7; and (ii) the obligations of Authority under this Section 7 shall not apply to any claims resulting from the sole negligence or willful misconduct of Developer, or Developer Indemnified Parties. In any matter seeking to enforce the indemnities described in this Section 7, Developer shall have the burden of proof. The indemnity obligations under this Section 7 shall be binding on successors and assigns of Authority and shall survive termination of this Agreement.

**8. Insurance.** Developer shall procure and maintain, at its sole cost and expense, the insurance policies and programs (“**Insurance Programs**”) set forth under the Insurance Administration Agreement, dated \_\_\_\_\_, 2025, between the Authority and Developer (“**IAA**”) or in any other agreement recorded in the land records as a binding covenant running with the land and requiring Owner or Authority to maintain insurance for the Site (“**Other Insurance Agreements**”). The Authority shall procure and maintain, at its sole cost and expense but subject to any documented reimbursement mechanisms from Developer or other parties, any insurance required to be carried by it under the IAA and/or in the Other Insurance Agreements.

**9. Ownership.** Following completion of the Developer Remedial System Work Elements within the Subsurface Lot of the Remainder Cells, such improvements shall be owned by the Authority. Developer shall own all of the Piles. The Project and all other Additional Developer Project Improvements shall be owned and maintained by Developer pursuant to the terms and conditions of the Option Agreement.

**10. DTSC Communications and Coordination.** To the extent Developer seeks regulatory approvals or concessions from DTSC or seeks to engage in communications with DTSC, it shall be required to notify Authority in advance and Authority shall have the right to participate in any discussions or meetings with DTSC and Developer. Authority shall also have the right to approve (i) any modifications to the existing regulatory documents governing the Site (including, without limitation, the RAP, LUC, MAPO, Phased Development Letter, and all other Environmental Regulatory Requirements), and (ii) any new documents or agreements entered into between Developer and DTSC (other than a Prospective Purchaser Agreement or other liability relief mechanism) or that are otherwise binding on the Site (including the Subsurface Lot and Surface Lot of the Site). Such documentation, agreements, or modifications cannot impose any burdens, obligations, or costs upon Authority, or the Cell 1 or Cell 2 developer (or hinder the development of Cell 1 or Cell 2), without the express written approval of Authority which may be given or denied in its sole discretion. Authority shall cooperate with, and shall use commercially reasonable efforts to cause the developers of Cell 1 and Cell 2, to cooperate with Developer in order to have the Project proceed on a timely and cost effective basis. Based on its long-standing relationship with the DTSC, Authority shall assist Developer in coordinating, on a timeframe compatible with the Developer’s Project, meetings with, communications and responses to documents from the DTSC.

**11. Capitalized Terms; Conflicts With the Option Agreement or Exhibits.** Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Option Agreement. To the extent possible, in the event of conflict between the terms and provisions of this Agreement and the Option Agreement, the terms and provisions shall be harmonized to eliminate any such conflict. To the

extent any of the terms and provision hereof cannot be harmonized with the terms and provisions of the Option Agreement, the terms and provision hereof shall govern. In the event that provisions of any attached exhibits conflict in any way with the provisions in the body of this Agreement, the language, terms and conditions contained in this Agreement shall control.

**12. Notices.** Any notices, requests, demands, documents approvals or disapprovals given or sent under this Agreement from one Party to another shall be given to the Party entitled thereto at its address set forth below or at such other address as such Party may provide to the other Parties in writing. Notice may be given (i) solely with respect to the specific provisions herein that allow for it, via e-mail, so long as a written letter is attached to such email notice); (ii) by personal delivery which will be deemed received on the day of delivery; (iii) by national overnight delivery service which shall be deemed received the following day; (iv) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the Party to whom the notice is directed as set forth below:

**To Authority:**

Carson Reclamation Authority  
701 East Carson St.  
Carson, CA 90745  
Attention: Executive Director  
Email: [jraymond@carson.ca.us](mailto:jraymond@carson.ca.us)

**With a Copy to:**

Aleshire & Wynder, LLP  
1 Park Plaza, Suite 1000  
Irvine, CA 92614  
Attention: Sunny Soltani  
Email: [ssoltani@awattorneys.com](mailto:ssoltani@awattorneys.com)

**To Developer:**

Carson Goose Owner, LLC  
659 N. Robertson Blvd.  
West Hollywood, CA 90069  
Attention: William Trueblood  
Email: [chris@faring.com](mailto:chris@faring.com)

**With Copies to:**

Allen Matkins Leck Gamble Mallory & Natsis, LLP  
1901 Avenue of the Stars, Suite 1800  
Los Angeles, CA 90067  
Attention: Anton N. Natsis  
Email: [tnatsis@allenmatkins.com](mailto:tnatsis@allenmatkins.com)

Allen Matkins Leck Gamble Mallory & Natsis, LLP  
2010 Main Street, 8th Floor  
Irvine, CA 92614-7321  
Attention: Pam Andes  
Email: [pandes@allenmatkins.com](mailto:pandes@allenmatkins.com)

**13. Miscellaneous.**

(a) Entire Agreement. This Agreement, together with the Option Agreement, the IAA, any other agreement recorded in the land records as a binding covenant against the Property, and the Other Insurance Agreements, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and this Agreement and the Option Agreement shall supersede

Formatted: Spanish (Mexico)

all prior agreements and understandings, whether oral or written, between Developer and Authority with respect to the matters contained in this Agreement.

(b) Notice and Cure. If, at any time, one Party shall fail or refuse to comply with or carry out any of the material covenants herein contained, the other Party may elect to declare a default under this Agreement for such any breach or failure provided that claiming Party must first inform the other Party either orally or in writing of the alleged default with specifics and request a meeting to meet and confer over the alleged default and how it might be corrected. The Parties, through their designated representatives shall meet (which meeting may take place telephonically or on zoom/webex) within ten (10) calendar days of the request therefor, and shall meet as often as may be necessary to correct the conditions of the alleged default, but after a minimum period of negotiation of at least sixty (60) days following the initial meeting, either Party may terminate the meet and confer process and revive the claim of default by proceeding with a formal Notice of Default by thereafter providing written notice to the defaulting Party setting forth in detail the nature of the breach or failure and the actions, if any, required to cure such breach or failure ("**Notice of Default**"). A Party shall be deemed to be in "**Default**" under this Agreement if it fails to take such actions specified in the Notice of Default and cure such Default (x) within thirty (30) calendar days after the date of its receipt of the Notice of Default for monetary defaults and (y) for all other defaults, within sixty (60) calendar days after the date of its receipt of the Notice of Default; provided, however, if any non-monetary default cannot be cured within such sixty (60) day period, then the alleged defaulting Party shall not be deemed in breach of or in Default under this Agreement if and as long as the alleged defaulting Party does each of the following: (i) notifies the claiming Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the sixty (60) day period, (ii) notifies the claiming Party of its proposed course of action to cure the Default, (iii) promptly commences to cure the Default within such sixty (60) day period, (iv) makes periodic reports to the claiming Party as to the progress of the program of cure and (v) diligently prosecutes such cure. In no event shall Authority's remedies under this Agreement include termination of the License. Notwithstanding anything to the contrary herein, in the event of any conflict between the terms set forth in Section and those set forth in Section 3, the terms and provisions set forth in Section 3 of this Agreement shall control.

(c) Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

(d) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the Parties agree that a court of competent jurisdiction in Los Angeles County shall be the sole venue and jurisdiction for the bringing of such action.

(e) Legal Fees and Costs. In the event of any litigation or other legal proceeding, seeking enforcement of any of the terms and provisions of this License, the prevailing Party in such action shall be entitled to recover from the other Party, in addition to any other relief awarded or granted, its reasonable attorneys' fees and other reasonable expenses, including consultant and expert witness fees in connection with such action or proceeding.

(f) Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

(g) Qualification; Authority. Each Party represents and warrants to the other that (i) such Party is duly organized and existing; (ii) the person or persons executing and delivering this Agreement on such Party's behalf are duly authorized to do so; (iii) by 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.

(h) Amendments. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both Parties.

(i) No Waiver. The failure of either Party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that Party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

(j) No Assignment or Third Party Beneficiaries. This Agreement and the Developer License and Authority License granted herein may be assigned or transferred (whether voluntary or involuntary) to the same extent as provided in the Option Agreement. This Agreement is only between the Parties regarding the subject matter contained herein, and is not intended to be nor shall it be construed as being for the benefit of any third party.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument. The signature of any Party to this Agreement transmitted to any other Party by e-mail shall be deemed an original signature of the transmitting Party.

(l) Recitals / Exhibits. All exhibits attached hereto are incorporated herein by reference and the Recitals set forth above are acknowledged to be true and correct and are incorporated herein by reference.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date set forth above.

**DEVELOPER:**

CARSON GOOSE OWNER, LLC,  
a Delaware limited liability company

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

**AUTHORITY:**

CARSON RECLAMATION AUTHORITY, a  
California joint powers authority

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

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw  
Authority Secretary

**APPROVED AS TO FORM:**

Aleshire & Wynder, LLP

\_\_\_\_\_  
Sunny K. Soltani,  
Carson Reclamation 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                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025, 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.

\_\_\_\_\_  
Notary Public

SEAL:

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 \_\_\_\_\_, 2025 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.

\_\_\_\_\_  
Notary Public

SEAL:

**EXHIBIT A TO EXHIBIT F**

**SITE MAP**



EXHIBIT A TO  
EXHIBIT F

-1-

**EXHIBIT B-1 TO EXHIBIT F**

**PARCEL MAP**

[Attached]

EXHIBIT B-1 TO  
EXHIBIT F

-1-

2 PARCELS  
167.29 ACRES

## PARCEL MAP NO. 70372

IN THE CITY OF CARSON  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 2 THROUGH 8, INCLUSIVE, AND ALL OF LENOVO DRIVE OF TRACT NO. 42365 AS PER MAP FILED IN BOOK 1056, PAGES 84 THROUGH 88, INCLUSIVE, OF MAPS, AND STAMPS DRIVE AS VACATED BY THE CITY OF CARSON PER RESOLUTION RECORDED MAY 2, 2008 AS INSTRUMENT NO. 2008002238, OF OFFICIAL RECORDS, BOTH IN THE THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SHEET 1 OF 14 SHEETS

FILED  
AT REQUEST OF  
**Carson Marketplace LLC**  
57 MAY  
PAST 3  
IN BOOK 377  
AT PAGE 76-89  
AT OFFICE OF THE COUNTY CLERK  
BY **[Signature]**  
DATE  
FEE \$ 47.-

DA FEB 06/20 3.3-

**OWNERS STATEMENT:**  
WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.  
WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.  
AND ALSO DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR STORM DRAIN, APPURTENANT STRUCTURES, STORM DRAIN INGRESS AND EGRESS PURPOSES, SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THEREOF INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.  
AS A DEDICATION TO PUBLIC USE, WHILE ALL OF DEL AMO BOULEVARD AND MAIN STREET WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS PUBLIC STREETS, WE HEREBY GRANT TO THE CITY OF CARSON THE RIGHT TO RESPECT DIRECT INGRESS AND EGRESS TO SAID STREETS, IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

**CARSON MARKETPLACE, LLC**  
A DELAWARE LIMITED LIABILITY COMPANY  
BY: **LNR CARSON, LLC** A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER  
BY: **LNR CPM HOLDINGS, LLC** A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER  
BY: **LNR COMMERCIAL PROPERTY INVESTMENT FUND LIMITED PARTNERSHIP**  
A DELAWARE LIMITED PARTNERSHIP, ITS MEMBER  
BY: **LNR CPM FUND GP, LLC**  
A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER  
BY: **[Signature]** **EDWARD KHEIN**  
ITS **[Signature]** **VIC MONTANO**

**LA METRONAL, LLC**  
BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 29, 2006 AS INSTRUMENT NO. 06-2174652 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
**[Signature]**  
HERBERT L. ROTH  
AUTHORIZED SIGNATORY FOR OR **RICHARD BERN INVESTORS, LLC**  
AS INVESTMENT MANAGER FOR SOUTHERN CALIFORNIA, ARIZONA, COLORADO AND SOUTHERN NEVADA GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKS FINISH PLAN  
SOLE MEMBER OF LA METRONAL, LLC  
AND ALSO DEDICATE TO THE CITY OF CARSON THE EASEMENTS FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES, STORM DRAIN INGRESS AND EGRESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THEREOF INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

**CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON**  
BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 17, 2015 AS INSTRUMENT NO. 2015000001 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
**[Signature]**  
BY: **FRANKIE ACOSTA**  
TITLE: **Acting City Manager**  
I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND COPIES HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 5462 AND 5463 OF THE SUBDIVISION MAP ACT.  
EXECUTIVE OFFICE, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY **[Signature]** **12-30-13**  
DATE

**SURVEYORS STATEMENT:**  
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON MARCH 2012 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF CARSON MARKETPLACE, LLC IN JANUARY, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT SAID MONUMENTS ARE ON OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRANSECTED, AND THAT THE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS TO BE SET WILL BE ON FILE IN THE OFFICE OF CITY ENGINEER WITHIN 24 MONTHS FROM THE FILING DATE SHOWN HEREON.  
**[Signature]** **GREORY A. HELAND, L.S. 5334**  
DATE **12/30/13**

**CITY ENGINEERS CERTIFICATE:**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO THE CITY RECORDS.  
**[Signature]** **MASSOUD GHAN, CITY ENGINEER**  
CITY OF CARSON  
R.C.E. **1-5-992**  
EXPIRES **8-30-2014**

**COUNTY ENGINEERS CERTIFICATE:**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLETS WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.  
**[Signature]** **STEVE R. BARBER, DEPUTY**  
P.L.  
DATE **12/30/13**

**SPECIAL ASSESSMENT CERTIFICATE:**  
I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.  
**[Signature]** **KAREN AVILLA**  
DATE **11/12/13**  
CITY TREASURER - CITY OF CARSON

**CITY CLERKS CERTIFICATE:**  
I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON BY MOTION ADOPTED AT ITS SESSION ON THE **17th** DAY OF **SEPTEMBER, 2013**, APPROVED THE ANNEXED MAP, DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION FOR STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP, AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF CARSON:  
EASEMENT FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES, STORM DRAIN INGRESS AND EGRESS PURPOSES.  
EASEMENT FOR PUBLIC UTILITIES OVER PARCEL 2 AS SHOWN ON THE MAP.  
THE RIGHT TO RESPECT DIRECT INGRESS AND EGRESS ON DEL AMO BOULEVARD AND MAIN STREET.  
WE ALSO HEREBY CERTIFY THAT, PURSUANT TO SECTION 66445 (J) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES THE ABANDONMENT OF THE STREET RIGHT OF WAY OF LENOVO DRIVE AND EASEMENTS FOR SLOPE, DRAINAGE PURPOSES, WHICH WERE ACQUIRED BY THE CITY OF CARSON ON THE TRACT NO. 42365, FILED IN BOOK 1056, PAGES 84 THROUGH 88 OF MAPS AND THE EASEMENT FOR PUBLIC UTILITY PURPOSES LYING OVER THE VACATED PORTION OF STAMPS DRIVE RESPECTED TO THE CITY OF CARSON PER RESOLUTION RECORDED MAY 21, 2008 AS INSTRUMENT NO. 2008002238 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, NOT SHOWN ON THIS MAP.  
**[Signature]** **DAVIDA GORD**  
DATE **11/12/2013**  
CITY CLERK - CITY OF CARSON

**NOTES:**  
1. THIS MAP IS APPROVED AS A SUBDIVISION FOR TWO VERTICAL PARCELS. THE UPPER PARCEL IS A RESIDENTIAL/COMMERCIAL PARCEL.  
2. SEE SHEET 2 FOR NEIGHBOR ADJOINEMENTS.

EXHIBIT B-1 TO  
EXHIBIT F

-2-

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

STATE OF CALIFORNIA  
COUNTY OF Orange

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

STATE OF CALIFORNIA  
COUNTY OF Orange

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

**NOTARY ACKNOWLEDGMENT:**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF ~~THE~~ STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

**SIGNATURE OMISSIONS NOTES:**

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) 3A (i-viii) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNER(S) OF THE INTEREST SET FORTH HAVE BEEN OMITTED, THEIR

ESMT HOLDER: DOMINGUEZ WATER COMPANY  
PURPOSE: CONSTRUCTING AND MAINTAINING A PIPE LINE AND WATER DISTRIBUTION

ESWT HOLDER: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
PURPOSE: SLOPE

ESMT HOLDER: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

RECORDS, RECORDS OF LOS ANGELES COUNTY. (SAID EASEMENT IS  
INDETERMINATE BY NATURE)

ESMT HOLDER: SOUTHERN CALIFORNIA Edison COMPANY

---

THE BASIS OF COORDINATES FOR THIS PARCEL MAP IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (1985 EPOCH), ZONE 5. COORDINATES DETERMINED LOCALLY UPON THE FOLLOWING CONTROL STATIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS) AND AS DERIVED BY THE SDPAC SDPPPS EPOCH COORDINATE TOOL AND ONLINE RESOURCE (SECTOR) PROGRAM.

**BENCH MARK:**

ELEVATIONS AS STATED HEREIN ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988, BASED LOCALLY UPON LOS ANGELES COUNTY PUBLIC WORKS BENCH MARK Y-10542, BEING A TAG IN EAST CATCH BASIN, 14.1' SOUTH OF 100' EASEL AT SOUTHWEST CORNER OF MAIN STREET

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

SFN INDICATES SEARCHED FOUND NOTHING.

FD, PUNCHED LACED DISK MONUMENT, STAMPED "LA. CO. FLOOD CONTROL 1972 HW-MAP" ON ANGLE POINT IN GENERAL S'LY BOUNDARY OF TRACT NO. 43385, BOOK 1056, PAGES 84-88 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. MONUMENT LOCATED AT THE S'LY EDGE OF THE ACCESS ROAD ALONG TORRANCE LATERAL FLOOD CONTROL CHANNEL,

ELEVATION BEING: 21.68

1 FD. RUNDHED SPOKE IN AC. DOWN 0.20' AT THE POSITION OF "L & T L.S. 4157" PER R1. POSITION ACCEPTED AS CENTERLINE INTERSECTION OF MAIN STREET & LENOX DRIVE. SET 2" IRON PIPE WITH CONCRETE PL.

- [illegible]



# PARCEL MAP NO. 70372

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

## LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

SPN INDICATES RECORD DATA REEL TRACT NO. (L.S. 64-46).

INDICATES SURVEYED POINTS.

SEE SHEET 12 FOR DATA.

NOTE: SEE SHEET 12 FOR DATA OF SURVEYED POINTS OF COORDINATES, ELEVATIONS, BEARING AND DISTANCE. SEE SHEETS 7 THROUGH 14 FOR VERTICAL LIMITS OF EACH PARCEL.

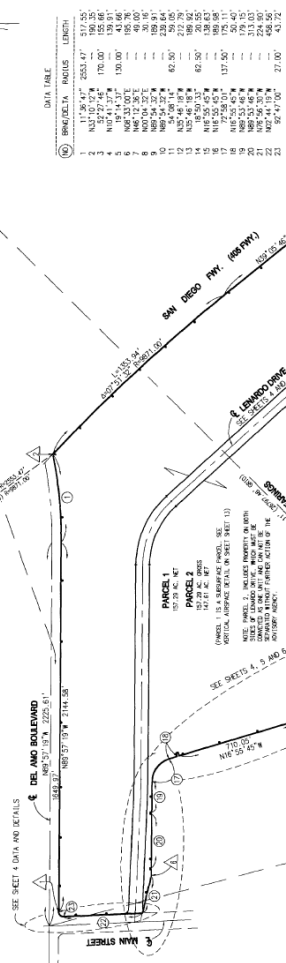


EXHIBIT B-1 TO  
EXHIBIT F  
-4-

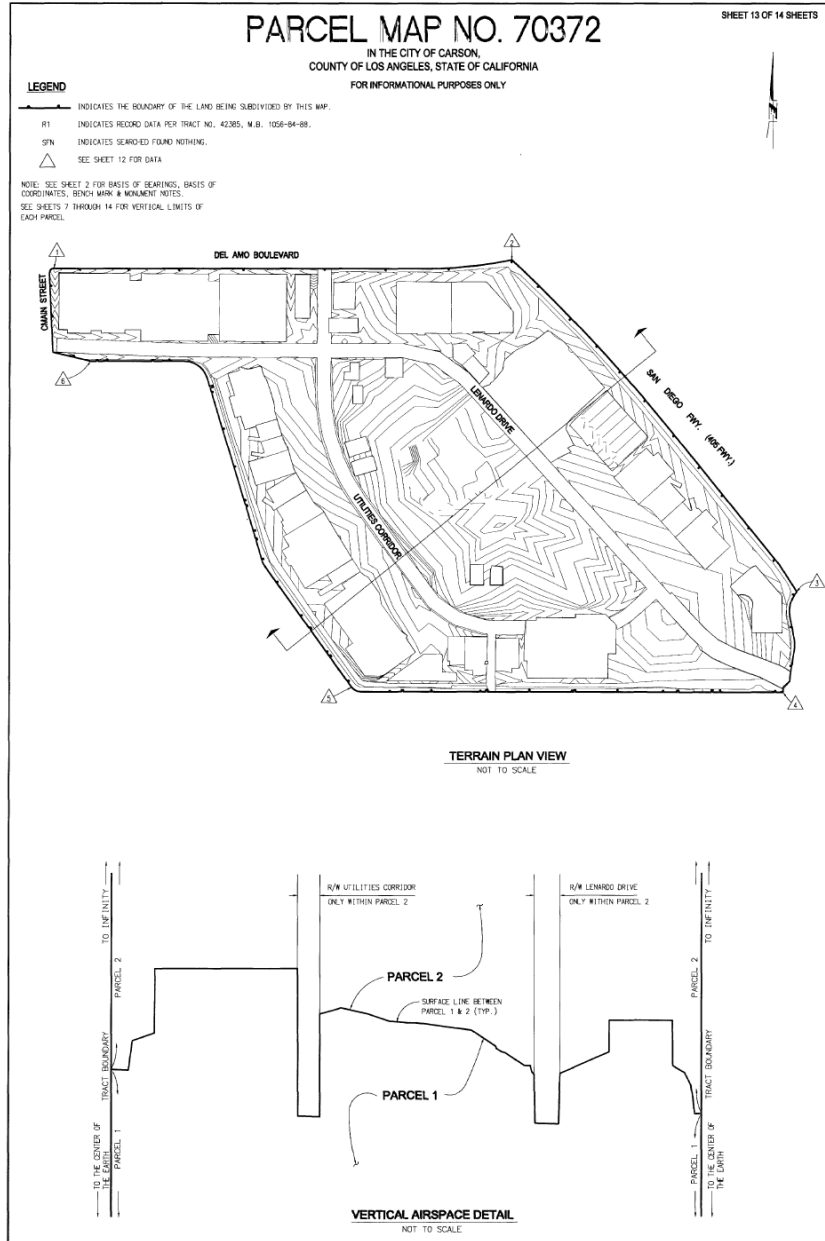


EXHIBIT B-1 TO  
EXHIBIT F

-5-

# PARCEL MAP NO. 70372

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

SEE SHEETS 7 THROUGH 12 FOR SURFACE DATA FOR VERTICAL PARCEL LIMITS

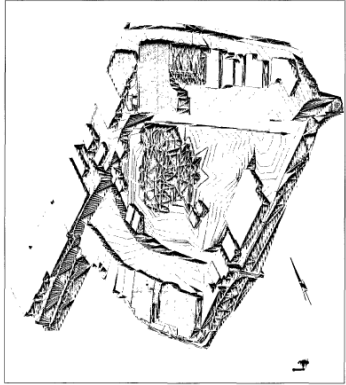
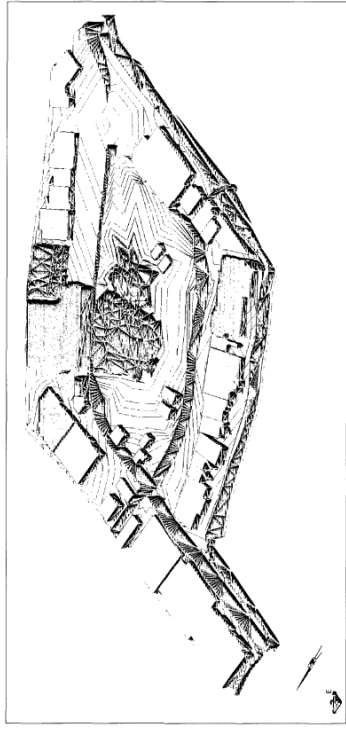
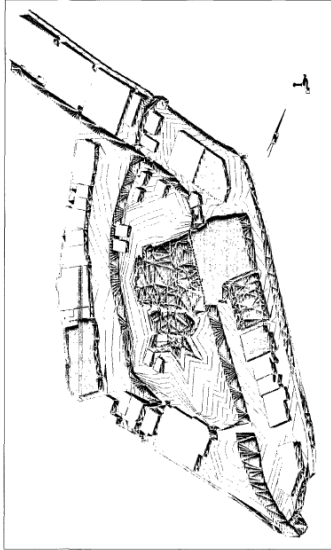
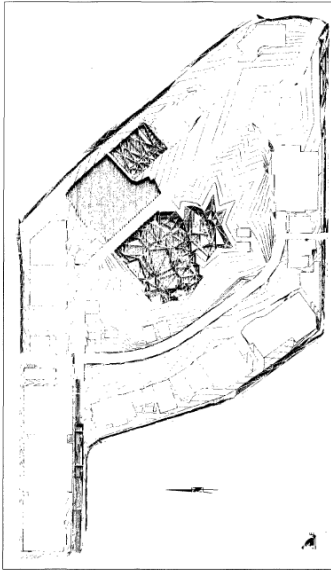


EXHIBIT B-1 TO  
EXHIBIT F

**EXHIBIT B-2 TO EXHIBIT F**

**TRACT MAP**

[Attached]

EXHIBIT B-2 TO  
EXHIBIT F

-1-



TRACT NO. 83481  
IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

SHEET 2 OF 14 SHEETS

## BASIS OF BEARINGS AND COORDINATES

THE BASIS OF COORDINATES FOR THIS PARCEL, MAP IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (1983 EPOCH), ZONE 5. COORDINATES DETERMINED LOCALLY UPON THE FOLLOWING CONTROL STATIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NRS) AND AS DERIVED BY THE SURV SURVEYS EPOCH ORIGINATE TOOL AND ON-LINE RESOURCE (SECTOR) PROCEDURE.

STATION	NETTING	CASTING	DESIGNER
0202	1,777,415.00 S	6,487,563.0377	GPS CORR CORR (PLOT AJ1047)
0405	1,758,295.9271	6,478,822.0079	GPS CORR CORR (PLOT AJ1055)
0532	1,864,353.8797	6,481,786.4054	GPS PLOT: 050303, DOL IN COORDINATE

BASES OF BEARINGS: BETWEEN STATION "0645" AND STATION "0030" BEARING =  $N44^{\circ}22'32"E$

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY 0.8660254.

## BENCHMARK

**BENCHMARK**  
ELEVATIONS AS STATED HEREIN ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988, BASED LOCALLY UPON LOS ANGELES COUNTY PUBLIC WORKS BENCHMARK Y 10542, BEING A TAIL IN EAST CATCH BASIN, 14.1' SOUTH OF ICR AT SOUTH-EAST CORNER OF MAIN STREET AND TORRANCE BLVD., 90.0' SOUTH AND 99.0' EAST OF CENTERLINE INTERSECTION.

ELEVATION BEING 29,759 FEET.

## PROJECT BENCHMARK

FOUND PURCHASE TAG ON DISK MOUNT, STAMPED "A. CO. FLOOD CONTROL, 1977 4R-54P" ON AME FOLY. IN GENERAL S'LY BEARING OF PARCEL MAP NO. 10512, BOOK 27, PAGES 78 & 79-80 OF PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MOUNTAIN LOCATED AT THE S'LY EDGE OF THE ACCESS ROAD A/CN. FORMERLY "ATLANTIC FLOOD CONTROL CHANNEL", APPROXIMATELY 277 FEET "E" OF E.D. CENTER, THE MAIN STREET.

ELEVATION SETING 21.08

### SIGNATURE OMISSIONS

PLACUANT TO THE PROVISIONS OF SECTION 66430(c)(5)(A)(i-viii), OF THE SMOKELESS TObACCO ACT, THE FOLLOWING SIGNATURES HAVE BEEN OBTAINED:

- [illegible]

## SHEET INDEX

SHEET 3: BOUNDARY CONTROL  
SHEET 4: BOUNDARY CONTROL AND EASCENT DETAILS  
SHEET 5: LOT 14 DETAIL  
SHEET 6: LOTS 7 THROUGH 12 DETAIL  
SHEET 7: SUBURBAN EGRESS DETAIL  
SHEET 8-12: VERTICAL LIMITS OF EACH PARCE  
SHEET 14: TURNIN, PLAN VIEW AND VERTICAL ALIGNME DETAIL

#### RECORD REFERENCES

- H1 PACEIL MP# 10, J0572, T.M.B. 377/76-89  
R2 TRACT 189 42385, M.E. 1368/84-86

### LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

INDICATES SURFACE INFLECTION WITH BOUNDARY POINTS AS SHOWN.  
SEE SHEET 13 FOR DATA.

## MONUMENT NOTES

- [illegible]

- [illegible]

## EASEMENT NOTES

- [illegible]





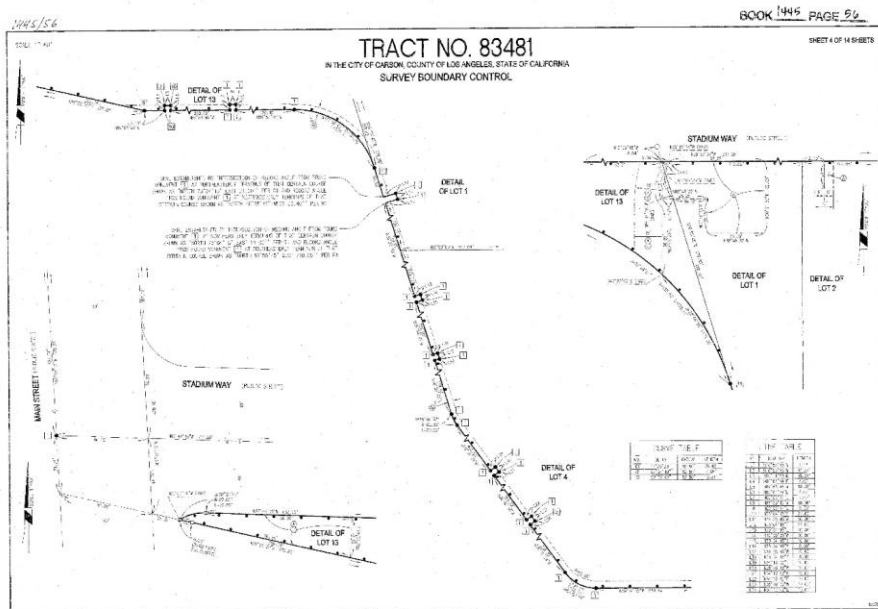


EXHIBIT B-2 TO  
EXHIBIT F  
-5-

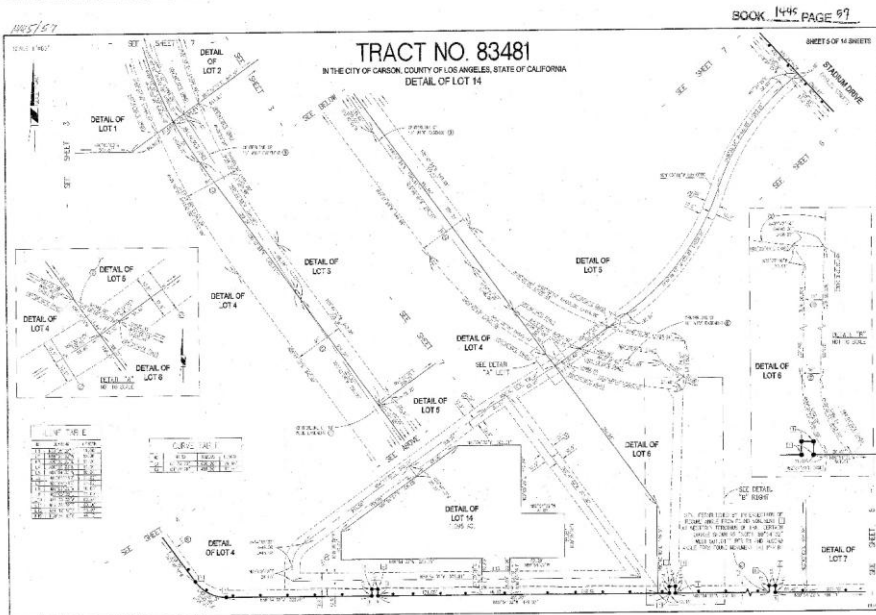


EXHIBIT B-2 TO  
EXHIBIT F  
-6-



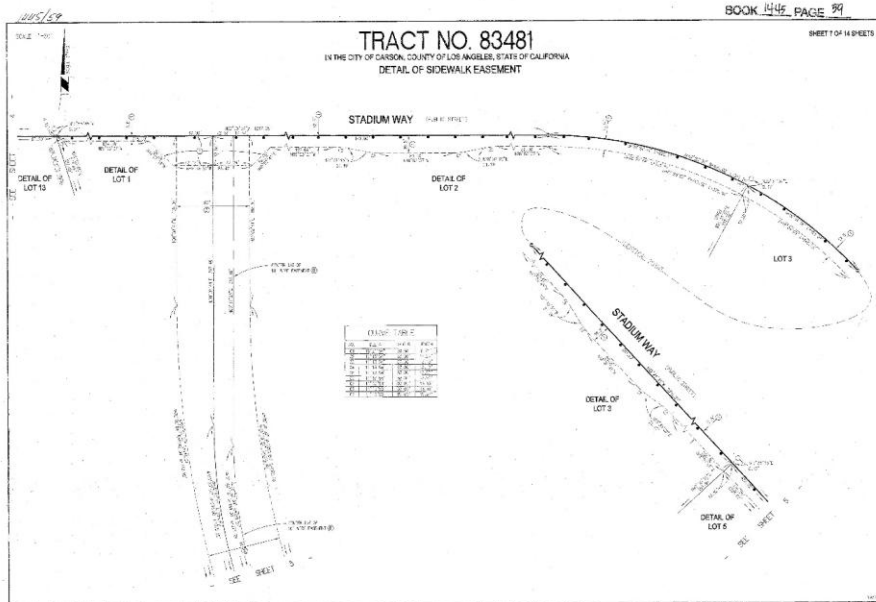


EXHIBIT B-2 TO  
EXHIBIT F  
-8-

IN THE CITY OF CARSON,  
OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 8 OF 14 SHEETS

EXHIBIT B-2 TO  
EXHIBIT F







IN THE CITY OF CARSON,  
OF LOS ANGELES, STATE OF CALIFORNIA

[illegible]

**TRACT NO. 83481**

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 11 OF 14 SHEETS

Each coordinate and elevation triplet defines a sequential node to a three-dimensional break line of the surface between parcels 1 and 2 of parcel map no. 70872 and lots 1 through 14 of tract no. 83481. The code "S" represents commencement of a new breakline. Codes 1-6 indicate surface intersection with boundary points as shown.

[illegible]

EXHIBIT B-2 TO  
EXHIBIT F



**TRACT NO. 83481**

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 12 OF 14 SHEETS

#### SURFACE DATA FOR VERTICAL PARCEL UNITS

NOTE: EACH COORDINATE AND ELEVATION TRIPLET DEFINES A SEQUENTIAL NODE TO A THREE-DIMENSIONAL BREAK LINE OF THE SURFACE BETWEEN PARCELS 1 AND 2 OF PARCEL MAP NO. 70372 AND LOTS 1 THROUGH 14 OF TRACT NO. 83481. THE CODE "S" REPRESENTS COMMENCEMENT OF A NEW BREAKLINE. CODES 1-5 INDICATE SURFACE INTERSECTION WITH BOUNDARY POINTS AS SHOWN.

	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE	EASTING	NORTHING	ELEVATION	CODE
4	674700.00	176024.70	30.00		674710.00	176032.14	32.50		674720.00	176039.78	35.00		674730.00	176047.42	37.50		674740.00	176055.06	40.00	
5	674750.00	176062.70	42.50		674760.00	176070.34	45.00		674770.00	176077.98	47.50		674780.00	176085.62	50.00		674790.00	176093.26	52.50	
6	674800.00	176100.80	55.00		674810.00	176108.44	57.50		674820.00	176116.08	60.00		674830.00	176123.72	62.50		674840.00	176131.36	65.00	
7	674850.00	176139.40	67.50		674860.00	176147.04	70.00		674870.00	176154.68	72.50		674880.00	176162.32	75.00		674890.00	176169.96	77.50	
8	674900.00	176177.00	80.00		674910.00	176184.64	82.50		674920.00	176192.28	85.00		674930.00	176200.00	87.50		674940.00	176207.64	90.00	
9	674950.00	176215.20	92.50		674960.00	176222.84	95.00		674970.00	176230.48	97.50		674980.00	176238.12	100.00		674990.00	176245.76	102.50	
10	675000.00	176253.40	105.00		675010.00	176261.04	107.50		675020.00	176268.68	110.00		675030.00	176276.32	112.50		675040.00	176283.96	115.00	
11	675050.00	176291.60	117.50		675060.00	176299.24	120.00		675070.00	176306.88	122.50		675080.00	176314.52	125.00		675090.00	176322.16	127.50	
12	675100.00	176330.00	130.00		675110.00	176337.64	132.50		675120.00	176345.28	135.00		675130.00	176352.92	137.50		675140.00	176360.56	140.00	
13	675150.00	176368.20	142.50		675160.00	176375.84	145.00		675170.00	176383.48	147.50		675180.00	176391.12	150.00		675190.00	176398.76	152.50	
14	675200.00	176406.40	155.00		675210.00	176414.04	157.50		675220.00	176421.68	160.00		675230.00	176429.32	162.50		675240.00	176436.96	165.00	
15	675250.00	176444.60	167.50		675260.00	176452.24	170.00		675270.00	176459.88	172.50		675280.00	176467.52	175.00		675290.00	176475.16	177.50	
16	675300.00	176483.00	180.00		675310.00	176490.64	182.50		675320.00	176498.28	185.00		675330.00	176505.92	187.50		675340.00	176513.56	190.00	
17	675350.00	176521.60	192.50		675360.00	176529.24	195.00		675370.00	176536.88	197.50		675380.00	176544.52	200.00		675390.00	176552.16	202.50	
18	675400.00	176560.40	205.00		675410.00	176568.04	207.50		675420.00	176575.68	210.00		675430.00	176583.32	212.50		675440.00	176590.96	215.00	
19	675450.00	176608.60	217.50		675460.00	176616.24	220.00		675470.00	176623.88	222.50		675480.00	176631.52	225.00		675490.00	176639.16	227.50	
20	675500.00	176647.40	230.00		675510.00	176655.04	232.50		675520.00	176662.68	235.00		675530.00	176670.32	237.50		675540.00	176677.96	240.00	
21	675550.00	176686.20	242.50		675560.00	176693.84	245.00		675570.00	176701.48	247.50		675580.00	176709.12	250.00		675590.00	176716.76	252.50	
22	675600.00	176734.60	255.00		675610.00	176742.24	257.50		675620.00	176749.88	260.00		675630.00	176757.52	262.50		675640.00	176765.16	265.00	
23	675650.00	176783.00	267.50		675660.00	176790.64	270.00		675670.00	176798.28	272.50		675680.00	176805.92	275.00		675690.00	176813.56	277.50	
24	675700.00	176831.40	280.00		675710.00	176839.04	282.50		675720.00	176846.68	285.00		675730.00	176854.32	287.50		675740.00	176861.96	290.00	
25	675750.00	176879.80	292.50		675760.00	176887.44	295.00		675770.00	176895.08	297.50		675780.00	176902.72	300.00		675790.00	176910.36	302.50	
26	675800.00	176928.20	305.00		675810.00	176935.84	307.50		675820.00	176943.48	310.00		675830.00	176951.12	312.50		675840.00	176958.76	315.00	
27	675850.00	176987.60	317.50		675860.00	176995.24	320.00		675870.00	177002.88	322.50		675880.00	177010.52	325.00		675890.00	177018.16	327.50	
28	675900.00	177046.40	330.00		675910.00	177054.04	332.50		675920.00	177061.68	335.00		675930.00	177069.32	337.50		675940.00	177076.96	340.00	
29	675950.00	177094.80	342.50		675960.00	177102.44	345.00		675970.00	177110.08	347.50		675980.00	177117.72	350.00		675990.00	177125.36	352.50	
30	676000.00	177153.20	355.00		676010.00	177160.84	357.50		676020.00	177168.48	360.00		676030.00	177176.12	362.50		676040.00	177183.76	365.00	
31	676050.00	177211.60	367.50		676060.00	177219.24	370.00		676070.00	177226.88	372.50		676080.00	177234.52	375.00		676090.00	177242.16	377.50	
32	676100.00	177270.00	380.00		676110.00	177277.64	382.50		676120.00	177285.28	385.00		676130.00	177292.92	387.50		676140.00	177300.56	390.00	
33	676150.00	177318.40	392.50		676160.00	177326.04	395.00		676170.00	177333.68	397.50		676180.00	177341.32	400.00		676190.00	177348.96	402.50	
34	676200.00	177386.80	405.00		676210.00	177394.44	407.50		676220.00	177402.08	410.00		676230.00	177409.72	412.50		676240.00	177417.36	415.00	
35	676250.00	177435.20	417.50		676260.00	177442.84	420.00		676270.00	177450.48	422.50		676280.00	177458.12	425.00		676290.00	177465.76	427.50	
36	676300.00	177483.60	430.00		676310.00	177491.24	432.50		676320.00	177498.88	435.00		676330.00	177506.52	437.50		676340.00	177514.16	440.00	
37	676350.00	177532.40	442.50		676360.00	177540.04	445.00		676370.00	177547.68	447.50		676380.00	177555.32	450.00		676390.00	177562.96	452.50	
38	676400.00	177591.20	455.00		676410.00	177598.84	457.50		676420.00	177606.48	460.00		676430.00	177614.12	462.50		676440.00	177621.76	465.00	
39	676450.00	177650.40	467.50		676460.00	177658.04	470.00		676470.00	177665.68	472.50		676480.00	177673.32	475.00		676490.00	177680.96	477.50	
40	676500.00	177699.20	480.00		676510.00	177706.84	482.50		676520.00	177714.48	485.00		676530.00	177722.12	487.50		676540.00	177729.76	490.00	
41	676550.00	177758.00	492.50		676560.00	177765.64	495.00		676570.00	177773.28	497.50		676580.00	177780.92	500.00		676590.00	177788.56	502.50	
42	676600.00	177816.40	505.00		676610.00	177824.04	507.50		676620.00	177831.68	510.00		676630.00	177839.32	512.50		676640.00	177846.96	515.00	
43	676650.00	177864.80	517.50		676660.00	177872.44	520.00		676670.00	177880.08	522.50		676680.00	177887.72	525.00		676690.00	177895.36	527.50	
44	676700.00	177913.20	530.00		676710.00	177920.84	532.50		676720.00	177928.48	535.00		676730.00	177936.12	537.50		676740.00	177943.76	540.00	
45	676750.00	177961.60	542.50		676760.00	177969.24	545.00		676770.00	177976.88	547.50		676780.00	177984.52	550.00		676790.00	177992.16	552.50	
46	676800.00	178009.60	555.00		676810.00	178017.24	557.50		676820.00	178024.88	560.00		676830.00	178032.52	562.50		676840.00	178040.16	565.00	
47	676850.00	178068.00	567.50		676860.00	178075.64	570.00		676870.00	178083.28	572.50		676880.00	178090.92	575.00		676890.00	178098.56	577.50	
48	676900.00	178116.40	580.00		676910.00	178124.04	582.50		676920.00	178131.68	585.00		676930.00	178139.32	587.50		676940.00	178146.96	590.00	
49	676950.00	178164.80	592.50		676960.00	178172.44	595.00		676970.00	178180.08	597.50		676980.00	178187.72	600.00		676990.00	178195.36	602.50	
50	677000.00	178213.20	605.00		677010.00	178220.84	607.50		677020.00	178228.48	610.00		677030.00	178236.12	612.50		677040.00	178243.76	615.00	
51	677050.00	178271.60	617.50		677060.00	178279.24	620.00		677070.00	178286.88	622.50		677080.00	178294.52	625.00		677090.00	178302.16	627.50	
52	677100.00	178320.00	630.00		677110.00	178327.64	632.50		677120.00	178335.28	635.00		677130.00	178342.92	637.50		677140.00	178350.56	640.00	
53	677150.00	178378.40	642.50		677160.00	178386.04	645.00		677170.00	178393.68	647.50		677180.00	178401.32	650.00		677190.00	178408.96	652.50	
54	677200.00	178426.80	655.00		677210.00	178434.44	657.50		677220.00	178442.08	660.00		677230.00	178449.72	662.50		677240.00	178457.36	665.00	
55	677250.00	178475.20	667.50		677260.00	178482.84	670.00		677270.00	178490.48	672.50		677280.00	178498.12	675.00		677290.00	178505.76	677.50	
56	677300.00	178523.60	680.00		677310.00	178531.24	682.50		677320.00	178538.88	685.00		677330.00	178546.52	687.50		677340.00	178554.16	690.00	
57	677350.00	178582.40	692.50		677360.00	178590.04	695.00		677370.00	178597.68	697.50		677380.00	178605.32	700.00		677390.00	178612.96	702.50	
58	677400.00	178630.80	705.00		677410.00	1														

EXHIBIT B-2 TO  
EXHIBIT F

BOOK 1445 PAGE 65

SHEET 13 OF 14 SHEETS

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

**SURFACE DATA FOR VERTICAL PARCEL LIMITS**

note: EACH COORDINATE AND ELEVATION TRIPLET DERIVES A SEQUENTIAL NODE TO A THREE-DIMENSIONAL BREAK LINE OF THE SURFACE BETWEEN PARCELS 1 AND 2 OF PARCEL MAP NO. 70372 AND LOTS 1 THROUGH 14 OF TRACT NO. 83481. THE CODE "S" REPRESENTS COMMENCEMENT OF A NEW BREAKLINE. CODES 1-6 INDICATE SURFACE INTERSECTION WITH BOUNDARY POWER AT THOUGH.

[illegible]

EXHIBIT B-2 TO  
EXHIBIT F

1495/66

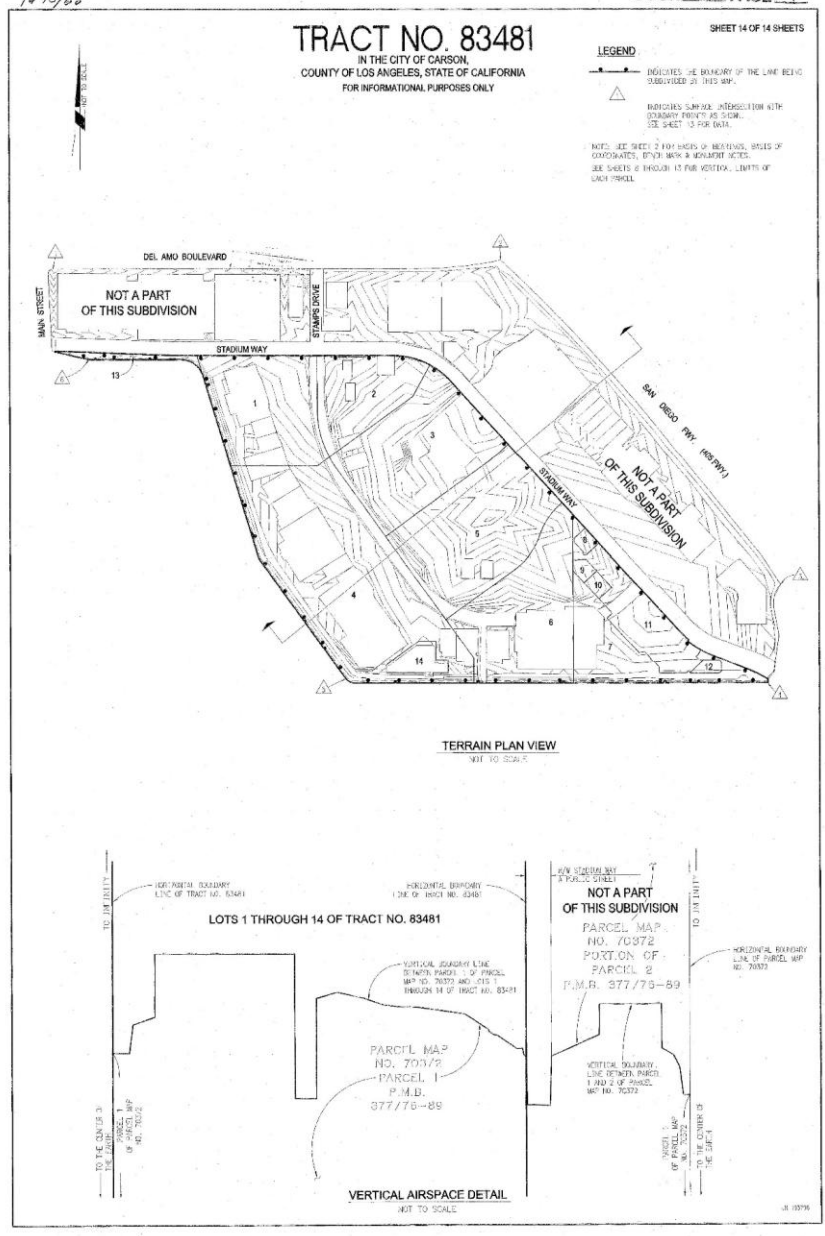


EXHIBIT B-2 TO  
EXHIBIT F  
-15-

**EXHIBIT C TO EXHIBIT F**

**MMRP**

[Attached]

Commented [am3]: NEED TO ATTACH



**EXHIBIT D TO EXHIBIT F**

**SITEWIDE PLANS**

**[SUBJECT TO REVIEW AND ADDITION BY CRA/RES/EKI]**

1. Safety Plan
2. Soil Management Plan
3. Dust Control Plan
4. SWPPP
5. Excavation Management Plan
6. Construction Traffic Management Plan
7. Noise & Vibration Monitoring Plan
8. Noise Mitigation Plan
9. Security Plan
10. Emergency Response Plan
11. General Site Management Plan
12. O&M Plan

EXHIBIT D TO  
EXHIBIT F

-1-

**EXHIBIT F-1**

**MEMORANDUM OF LICENSE AGREEMENT**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO**

Allen Matkins Leck Gamble Mallory  
& Natsis LLP  
2010 Main Street, Suite 800  
Irvine, California 92614  
Attention: Pamela Andes

Allen Matkins Leck Gamble Mallory  
& Natsis LLP  
1901 Avenue of the Stars  
Los Angeles, California 90067-6019  
Attention: Tony Natsis and Crystal  
Lofing

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov Code §6103)

**MEMORANDUM OF LICENSE**

THIS MEMORANDUM OF LICENSE ("**Memorandum of License**"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between CARSON RECLAMATION AUTHORITY, a California joint powers authority ("**Authority**"), and CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Developer**"). Authority and Developer are sometimes referred to herein, individually as a "**Party**" and collectively, as the "**Parties**."

**RECITALS**

A. Authority and Developer have entered into that certain License Agreement dated as of \_\_\_\_\_, 2025, (the "**License Agreement**"), pursuant to which Authority has licensed to Developer and Developer has licensed from Authority certain areas of the former Cal-Compact site ("**Developer License Areas**") located in the City of Carson, County of Los Angeles, State of California, and more particularly described on **Exhibit "A"** attached hereto ("**Site**").

B. Pursuant to the License Agreement, Licensee has granted access and construction licenses to Authority on certain areas of the Site ("**Authority License Areas**") located in the City of Carson, County of Los Angeles, State of California, and more particularly described on **Exhibit "B"** attached hereto.

C. Authority and Developer desire to execute this Memorandum of License to provide constructive notice of Developer's and Authority's respective rights under the License Agreement to all third parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. License to Developer. Authority hereby licenses the Developer License Areas to Developer on the terms and provisions set forth in the License Agreement, all of the terms and provisions of which are hereby incorporated into this Memorandum of License by this reference as if set forth herein in full.
2. License to Authority. Developer hereby licenses the Authority License Areas to Authority, on the terms and provisions set forth in the License Agreement, all of the terms and provisions of which are hereby incorporated into this Memorandum of License by this reference as if set forth herein in full.
3. Term. The term of the licenses described in the License Agreement shall commence on the date set forth in the License Agreement, and shall continue in perpetuity, except as otherwise provided in the License Agreement.
4. Successors and Assigns. The terms, provisions, covenants and conditions contained in this Memorandum of License and the License Agreement shall apply to, bind and inure to the benefit of the heirs, successors, executors, legal representatives and assigns, of Authority and Developer, respectively. Developer hereby declares that the Property shall be held, sold, conveyed, and encumbered subject to the terms of this Memorandum of License. The covenants, conditions, restrictions, set forth herein shall run with the Property and shall be binding upon all persons having any right, title or interest in the Property.
5. Entire Agreement. This Memorandum of License, together with the License Agreement, constitutes the entire agreement of the Parties with respect to the matters set forth therein. To the extent that any provision of this Memorandum of License conflicts with any provision of the License Agreement, the terms of the License Agreement shall control.
6. Governing Law. This Memorandum of License shall be governed by and interpreted in accordance with the laws of the State of California.
7. Counterparts. This Memorandum of License may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Memorandum of License is made and executed as of the date first set forth above.

**DEVELOPER:**

CARSON GOOSE OWNER, LLC,  
a Delaware limited liability company

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

Title:

**AUTHORITY:**

CARSON RECLAMATION AUTHORITY, a  
California joint powers authority

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

Title:

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw  
Authority Secretary

**APPROVED AS TO FORM:**

Aleshire & Wynder, LLP

\_\_\_\_\_  
Sunny K. Soltani,  
Carson Reclamation Authority Counsel

**EXHIBIT A TO EXHIBIT F-1**  
**LEGAL DESCRIPTION OF ENTIRE SITE**

[Attached]

EXHIBIT A TO  
EXHIBIT F-1

-1-

**EXHIBIT B TO EXHIBIT F-1**

**LEGAL DESCRIPTION OF REMAINDER CELLS**

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:

LOTS 1 THROUGH 14 OF [TRACT NO. 83481](#), AS SHOWN BY MAP ON FILE IN [BOOK 1445, PAGES 53](#) THROUGH 66 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA. EXCEPT THE OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND, WITHOUT HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, TO EXPLORE FOR, DEVELOP OR REMOVE SAID SUBSTANCES, BUT WITH FULL RIGHT TO EXPLORE FOR, DEVELOP AND REMOVE THE SAME BY MEANS OF WELLS AND EQUIPMENT HAVING SURFACE LOCATION OUTSIDE THE OUTER BOUNDARIES OF SAID LAND, IN AND UNDER OR RECOVERABLE FROM SAID LAND, AS RESERVED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED JANUARY 10, 1964 AS [INSTRUMENT NO. 2198](#) IN BOOK D-2318, PAGE 313 OFFICIAL RECORDS.

EXHIBIT B TO  
EXHIBIT F-1

-1-



**EXHIBIT G**  
**TITLE POLICY**  
**[Attached]**

**EXHIBIT H**

**INITIAL SCHEDULE OF PERFORMANCE [REVISED TERMS SUBJECT TO  
REVIEW AND COMMENT]**

<b>Event</b>	<b>Event Description</b>	<b>Time for Performance/Status</b>
1	Effective Date of Option Agreement	December 17, 2020
2	The Parties commence preparing, processing and negotiating the Development Agreement	Completed
3	Authority/ City authorizes CEQA Consultant to commence or re-commence work on CEQA Approval documentation	Completed
4	Opening of Escrow	Completed
5	Developer makes the Escrow Payment	Completed
6	Escrow Payment is released to Authority	Completed
7	Developer submits complete Application (including all information that would be required for a Supplemental EIR, to the extent required):	Completed
8	Initial Study complete (if required):	Completed
9	Draft CEQA document complete	Completed
10	Circulation of CEQA Documentation complete	Completed
11	Final CEQA Document complete	Completed
12	Planning Commission hearing (if necessary)	Completed

Event	Event Description	Time for Performance/Status
13	City Council hearing on Required Approvals	Completed
14	Second Reading of Development Agreement and Determination on Required Approvals	Completed
15	Required Approvals become effective without Challenge Litigation	Completed
<b><i>The Following Assumes Closing Pursuant to the Option</i></b>		
16	Close Escrow	On or before March 28, 2025(Sec. 6.1)
17	Developer submits construction drawings	Completed
18	Developer starts construction of the Remedial Systems, BPS, and Site Development Improvements necessary to allow for vertical improvements	Subject to Force Majeure Events, within 30 days following DTSC/Authority/all other agency approval of the construction plans/drawings
19	Developer completes construction of the Remedial Systems, BPS, and Site Development Improvements necessary to allow for vertical improvements	Within 18 months of Event 18, subject to Force Majeure Events and market conditions
20	Developer completes construction of the Carson Place commercial area and park	Within 18 months of Event 19, subject to Force Majeure Events and market conditions

**EXHIBIT I**

INTENTIONALLY DELETED

**Commented [am4]:** In the next turn of the Amended and Restated, I can re-letter the remaining exhibits to remove this.

**EXHIBIT J**

**INSURANCE ADMINISTRATION AGREEMENT**

**BY AND BETWEEN**

**CARSON RECLAMATION AUTHORITY**

**AND**

**CARSON GOOSE OWNER, LLC**

**DATED AS OF**

\_\_\_\_\_, 2025

## INSURANCE ADMINISTRATION AGREEMENT

Commented [am5]: TO BE  
BASED ON GMP NEGOTIATION  
COVERAGES

This INSURANCE ADMINISTRATION AGREEMENT (this “**Agreement**”) is made as of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and between CARSON RECLAMATION AUTHORITY, a joint powers authority formed under the laws of the State of California (“**CRA**”) and CARSON GOOSE OWNER, LLC, a Delaware limited liability company (“**Developer**”).

### RECITALS

#### A. *The Property and its Environmental Conditions*

WHEREAS, CRA is the owner of the 157-acre parcel located at 20400 S. Main Street in Carson, California, commonly known as the former Cal Compact Landfill and shown on the Site Map attached hereto as Exhibit A-1 (the “**Property**”).

WHEREAS, the Property is subject to Parcel Map No. 70372 that subdivides it into a surface lot (the “**Surface Lot**”) and a subsurface lot (the “**Subsurface Lot**”) as shown on Exhibit A-2.

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

WHEREAS, the Property was operated as a landfill prior to the incorporation of the City of Carson (“**City**”) in 1968 and as a result, the Property has soil and groundwater contamination that requires remediation in order to allow for any vertical development of the Property. On October 25, 1995, the California Department of Toxic Substances Control (“**DTSC**”) approved a Remedial Action Plan (“**RAP**”) for the Property, which RAP requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, gas collection and treatment system, and groundwater extraction and treatment system on the Property. In addition to the RAP, certain Consent Decrees were issued for the Property in October 1995 (“**1995 Consent Decree**”) and January 2004, which were entered into by DTSC and certain responsible parties for the remediation, in order to resolve claims made regarding the resolution of the contamination issues afflicting the Property; the 1995 Consent Decree applies to the remedial obligations for the Property. In addition, the development of the Property is subject to the terms and conditions set forth in that certain document entitled Management Approach to Phased Occupancy (File No. 01215078.02), approved by DTSC in April 2018 and that certain letter regarding phased development matters, issued by DTSC to the CRA, dated October 17, 2017. A Land Use Covenant and Agreement Environmental Restrictions was executed by DTSC and the Authority and recorded on December 13, 2023 as Instrument 20230872669 in the Official Records of Los Angeles County, California (“**LUC**”).

#### B. *Developer and Development of Cells 3, 4 and 5*

WHEREAS, the CRA and Developer entered into that certain Amended and Restated Option Agreement and Joint Escrow Instructions, dated \_\_\_\_\_ 2025 (as amended and modified from time to time, the “**Option Agreement**”), pursuant to which Developer was granted an option right for its acquisition and development of the Surface Lot of Cells 3, 4 and 5 (the “**Remainder Cells**”), subject to all terms and conditions contained therein.

WHEREAS, Developer has exercised its option right to acquire and develop the Remainder Cells, and therefore, on the Effective Date, the CRA has conveyed the Remainder Cells comprising approximately 86 net acres to Developer for the development of an approximately 11.12-acre community amenity and commercial area with a variety of programmed passive and active open spaces, including, among other uses, retail, restaurants, a performance stage and pavilion and event lawn, a dog park, and other community-serving uses and an e-commerce/fulfillment center and distribution center/parcel hub uses (the “**Developer**”).



**Project**"); *provided, however*, pursuant to the terms and conditions of the Option Agreement, Developer is required to construct and install the Remedial Systems on the Remainder Cells and Building Protection Systems necessary for the Remainder Cells, pursuant to all DTSC regulatory requirements and in accordance with the terms and conditions of the Option Agreement, and the Site Development Improvements (as defined in the Option Agreement) (collectively, the "**Additional Developer Project Improvements**").

D. *Remaining Development of Cells 1 and 2*

WHEREAS, on September 6, 2018, the CRA entered into a Conveyancing Agreement with CAM-CARSON, LLC ("**CAMP**"), a joint venture between Macerich and Simon Property Group, for the disposition and development of a high-end fashion outlet center on Cell 2 comprising approximately 42 acres of the Property known as the Los Angeles Premium Outlets project (the "**Cell 2 Project**"). Construction of the Cell 2 Project elements commenced in September 2018 with the initial construction of the Remedial Systems required for the Cell 2 Project, grading and waste reconsolidation, installation of piles and pile caps, installation of vaults and under slab utilities and underground utility runs, and other sub-surface work. Vertical development of the Cell 2 Project has not yet commenced.

WHEREAS, the Authority entered into an Exclusive Right to Negotiate Agreement (Cell 1 – 20400 S. Main Street, Carson, CA) dated November 30, 2022 with District Essential Housing, LLC, a California limited liability company ("**Cell 1 Developer**"), as amended by that certain First Amendment to Exclusive Right to Negotiate Agreement (Cell 1 – 20400 S. Main Street, Carson, CA) dated November 30, 2023 (collectively, the "**Cell 1 ENA**").

E. *Insurance Programs*

WHEREAS, CRA has obtained the Development PLL and Developer will participate in the Development PLL as set forth in the Option Agreement.

WHEREAS, Developer shall be required to maintain certain Insurance Programs (as defined herein): (i) effective as of the Effective Date for certain Insurance Programs and (ii) during construction of the Developer Project and the Additional Developer Project Improvements (collectively, "**Improvements**") for certain Insurance Programs.

**AGREEMENT**

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

**ARTICLE I**  
**DEFINITIONS**

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

- (a) "**Additional Developer Project Improvements**" has the meaning set forth in Recital C to this Agreement.
- (b) "**Agreement**" means this Insurance Administration Agreement by and between CRA and Developer, as the same may be amended from time to time.

- (c) **“Applicable Laws”** means any applicable federal, state or local laws and all Environmental Laws.
- (d) **“Broker”** means Marsh & McLennan Companies, or any successor broker of record appointed by CRA.
- (e) **“Building Protection Systems”** means those systems that consist of landfill gas monitoring and detection systems under all areas where buildings are to be constructed on or under the Remainder Cells and having the following characteristics: (i) the Building Protection System shall be installed above the primary landfill cap membrane and under, or adhered to, slabs of all buildings slated for occupancy in a particular Cell; (ii) the Building Protection System shall consist of a membrane layer, ventilation layer, gas control pipeline and monitoring system, to the extent each is required by the City of Carson and any other applicable governmental agency with jurisdiction over the Building Protection System; and (iii) the design and completion of the Building Protection Systems are approved by the City of Carson and any other applicable governmental agency with jurisdiction over the Building Protection System.
- (f) **“Cell”** means any one of the five (5) portions of the Property as described in Recital A and as more specifically depicted on Exhibit A-3.
- (g) **“CFD#1”** means the Community Facilities District No. 2012-1 of the City of Carson (The Boulevards at South Bay – Remedial Systems OM&M), a public body formed pursuant to the Mello-Roos Community Facilities Act of 1982, as may be amended/replaced pursuant to the terms of the Option Agreement.
- (h) **“City”** means the City of Carson, California.
- (i) **“CRA”** means the Carson Reclamation Authority, which at all times hereunder shall act by and through its Executive Director, unless otherwise expressly provided herein.
- (j) **“Construction Commencement Date”** means the date on which Developer commences any physical work on, at, above or under any portion of the Property.
- (k) **“Construction Policies”** means the Developer's Builder's Risk, the Developer Construction Wrap CPL, the Developer Property Insurance, the Developer Construction GL and the OPPI, collectively.
- (l) **“Developer”** means Carson Goose Owner, LLC, and/or any successors in interest to Carson Goose Owner, LLC.
- (m) **“Developer Builder’s Risk”** has the meaning set forth in Section 4.03(a) hereof.
- (n) **“Developer Construction Wrap CPL”** has the meaning set forth in Section 3.02 hereof.
- (o) **“Developer Construction GL”** has the meaning set forth in Section 4.02(a) hereof.
- (p) **“Developer Insured Parties”** has the meaning set forth in Section 7.01 hereof.
- (q) **“Developer Premium Percentage”** has the meaning set forth in Section 2.05 hereof.

- (r) **“Developer Property Insurance”** has the meaning set forth in Section 4.04(a) hereof.
- (s) **“Development PLL”** has the meaning set forth in Section 2.01 hereof.
- (t) **“Development PLL Renewal”** has the meaning set forth in Section 2.04 hereof.
- (u) **“DTSC”** means the California Environmental Protection Agency, Department of Toxic Substances Control.
- (v) **“Effective Date”** means the date the Agreement is entered into as shown on page 1 hereof, which shall be the Closing Date (as defined in the Option Agreement).
- (w) **“Environmental Laws”** means any applicable federal, state or local laws, statutes, ordinances, rules, regulations, orders, now or hereafter in effect, imposing liability, establishing standards of conduct or otherwise relating to protection of the environment (including natural resources, surface water, groundwater, soils, and indoor and ambient air), health and safety, or the presence, generation, treatment, storage, disposal, discharge or threatened discharge, transport or handling of any hazardous material.
- (x) **“Event of Default”** means any uncured default or breach as more specifically described in Section 10.01.
- (y) **“Future Developer”** means any developer selected by CRA to develop and construct vertical improvements on Cell 1 of the Surface Lot, the developer of the vertical improvements on Cell 2 of the Surface Lot and/or any successor developer on any Cell of the Surface Lots, each pursuant to a written development agreement between CRA and such party.
- (z) **“Improvements”** has the meaning set forth in Recital E hereof.
- (aa) **“Insurance Programs”** shall mean all insurance programs described in this Agreement, including any replacements or renewals thereof.
- (bb) **“Lenardo Improvements”** shall have the meaning set forth in the Option Agreement.
- (cc) **“Non-Developer Insured Parties”** has the meaning set forth in Section 7.03(a) hereof.
- (dd) **“Notice”** and **“Notices”** have the meaning set forth in Section 11.04 hereof.
- (ee) **“OPPI”** has the meaning set forth in Section 3.04 hereof.
- (gg) **“Owners’ Interest CPL”** has the meaning set forth in Section 3.01(c).
- (hh) **“Pre-Construction GL”** has the meaning set forth in Section 4.01 hereof.
- (ii) **“Pre-Construction Approved Activities”** shall mean those activities set forth on Exhibit B attached hereto and such other activities as are approved in advance by CRA, at CRA’s sole discretion.
- (jj) **“Post-Development PLL”** has the meaning set forth in Section 2.05 hereof.

- (kk) **“Property”** means that certain 157-acre parcel located at 20400 S. Main Street in Carson, California, commonly known as the former Cal Compact Landfill and shown on the Site Map attached hereto as Exhibit A-1.
- (ll) **“Remedial System Buildout Period”** means the period from the Effective Date through and including the written approval by DTSC of (i) a cell-specific Remedial Action Completion Report for all five (5) Cells of the Property, which confirms that all Remedial Systems on each Cell of the Property have been installed and are operational; and (ii) Building Protection Systems have been installed on each of the five (5) Cells of the Property in areas and in such a manner required by DTSC, the City of Carson and any other applicable governmental agency with jurisdiction over the Building Protection System.
- (mm) **“Remedial Systems”** means the landfill liner and cap, landfill gas collection and treatment system and groundwater extraction and treatment system on any Cell of the Property.
- (nn) **“SIR”** means the self-insured retention or deductible due under any Insurance Program.
- (oo) **“Substantial Completion”** means the completion of the Improvements and/or the Lenardo Improvements, as applicable, as evidenced by either (1) a temporary or permanent Certificate of Occupancy for such Improvement (or portion thereof) or (2) the placement of any Improvement and/or the Lenardo Improvements (or portion thereof), as applicable, into its intended use.
- (pp) **“Subsurface Lot”** means the subsurface lot as referenced on Exhibit A-2.
- (qq) **“Surface Lot”** means the surface lot as referenced on Exhibit A-2.

## ARTICLE II DEVELOPMENT POLLUTION LEGAL LIABILITY COVERAGE

2.01. Development Pollution Legal Liability Coverage. Effective as of the Effective Date, CRA has obtained one or more pollution legal liability policies in accordance with the terms herein (collectively, the **“Development PLL”**).

### 2.02. Development PLL Specifications.

#### (a) Minimum Coverages.

(i) *Term/Limit*. The Development PLL has a policy term ending on December 31, 2033, with limits of liability equal to Two Hundred Million Dollars (\$200,000,000) per incident and in the aggregate through December 31, 2027 and Fifty Million (\$50,000,000) thereafter and an SIR of Two Hundred Fifty Thousand Dollars (\$250,000) per incident. The Development PLL includes coverage for pre-existing conditions until December 31, 2033 and new pollution conditions until December 31, 2033. The Development PLL is primary and non-contributory to any other insurance carried by the insureds thereunder and any other Future Developers and there will be no exclusion or limitation of coverage to an insured if a claim is made by another insured. The Development PLL consists of (x) the site-specific pollution legal liability program issued by Beazley as Policy No. B0901EK1702322000 and the excess policies issued by Ironshore as Policy No. 003389700, Great American Insurance Group as Policy No. EEL E240608 00, XL Catlin as Policy No. XEC0051209 and Zurich as Policy No. AEC 0386238 00 with an effective date of December 31, 2017 to December 31, 2027 (the **“Existing PLL Policy”**); and (y) a site-specific pollution legal liability program issued by Beazley to CRA and Developer with limits of

liability \$1.00 until December 31, 2027 when the Existing PLL Policy expires, and then on January 1, 2028 increasing to \$50,000,000 limits of liability and a policy effective date from December 31, 2023 to December 31, 2033 Policy No: UMR: B0509BOWC12351958 (the “**Bridge PLL Policy**”).

(ii) *Material Change in Use.* The definition of “Material Change in Use” in the Development PLL shall expressly include community amenity and commercial area with a variety of programmed passive and active open spaces, including, among other uses, retail, restaurants, a performance stage and pavilion and event lawn, a dog park, and other community-serving uses and an e-commerce/fulfillment center and distribution center/parcel hub uses as the permitted use on Cells 3, 4 and 5.

(iii) *Insured Status.* Developer and its affiliates, and to the extent commercially available, any of their lenders, ground lessees or space lessees and future buyers of all or any portion of the Remainder Cells, if any, shall be included as Named Insureds on the Development PLL with the unrestricted ability to make a claim under the Development PLL. Developer acknowledges and agrees that upon CRA entering into a written development agreement with any Future Developer, such Future Developer and its designees shall also be listed as insureds on the Development PLL with the unrestricted ability to make a claim thereunder.

(iv) *Dedicated Sublimits.* Developer shall have a dedicated and reserved limit of liability under the Existing PLL Policy of Fifty Million Dollars (\$50,000,000) per incident and in the aggregate for pre-existing and new pollution releases substantially consistent with the draft endorsement attached hereto as Exhibit C. The remaining limits of liability will be allocated to CRA, its agents and any Future Developers at CRA’s discretion. Developer shall also have a dedicated and reserved limit of liability under the Bridge PLL Policy of Twenty-Five Million Dollars (\$25,000,000) per incident and in the aggregate for pre-existing and new pollution releases.

(b) *Prohibition on Cancellation.* The Development PLL may not be canceled or terminated by an insured before the expiration of its term without the consent of CRA and Developer; provided, however, that Developer’s consent shall not be unreasonably withheld, conditioned or delayed for cancellation requested by CRA for purposes of replacing coverage with the same effective date as the cancellation date provided that the coverage available to Developer is not materially altered. Developer shall be obligated to reimburse CRA or pay directly to the broker of record (as applicable) the Developer Premium Percentage of any such canceled and rewritten Development PLL.

2.03. *Development PLL Cost Allocation.* Developer's has satisfied its obligation for payment of insurance premium, surplus lines tax and applicable brokerage fees for the Development PLL.

2.04. *Development PLL Renewal.* In the event that the Bridge PLL Policy expires prior to the end of the Remedial System Buildout Period, CRA may obtain, in its sole discretion, a new policy of pollution legal liability insurance (the “**Development PLL Renewal**”). The terms of the Development PLL Renewal may be determined by CRA in its sole discretion. In the event CRA obtains the Development PLL Renewal and Developer elects to obtain coverage under the Development PLL Renewal, Developer shall be an insured on the Development PLL Renewal with the same status as on the Development PLL; *provided, however*, no dedicated or reserved limit of liability will be available to Developer under the Development PLL Renewal. In such event, Developer shall be obligated to reimburse CRA for its pro-rata share of the total premium and applicable surplus lines taxes and brokerage fees required to obtain the Development PLL Renewal based on the acreage of Cells 3, 4 and 5 compared to the total acreage of the Property (the “**Developer Premium Percentage**”).

2.05. Post-Development PLL. In the event that the Remedial System Buildout Period has ended, then, upon the expiration of the Development PLL or Development PLL Renewal, as applicable, CRA may, in its sole discretion, replace the Development PLL or the Development PLL Renewal, as applicable, with a new policy of pollution legal liability insurance (the “**Post-Development PLL**”). The terms of the Post-Development PLL may be determined by CRA in its sole discretion. The premium, surplus lines taxes and applicable brokerage fees applicable to the Post-Development PLL shall be paid by and through CFD #1. Developer (at its option) and all Future Developers may be included as insureds on the Post-Development PLL with the same status as on the Development PLL or Development PLL Renewal, as applicable; but with no dedicated or reserved limits. In the event the Development PLL, Development PLL Renewal or Post-Development PLL, as applicable, are cancelled and coverage is not replaced with the same effective date of such cancellation, any refunded premium will be returned to Developer on the same percentages as the premium was paid herein.

ARTICLE III  
CONTRACTOR’S POLLUTION,  
PROFESSIONAL LIABILITY AND OWNER’S INSURANCE COVERAGE

3.01. Contractor CPL and Owners’ Interest CPL. Commencing on the Construction Commencement Date, if the Developer Construction Wrap CPL set forth in Section 3.02 hereof is not in full force and effect, then:

(a) Developer shall cause all contractors retained by Developer that perform any physical work on, at, above or under any portion of the Property to maintain Contractor’s Pollution Liability insurance covering cleanup costs and bodily injury and property damage claims arising from sudden, accidental and gradual pollution releases in connection with such contractor’s scope of work. All of the contractor’s activities shall be specifically scheduled on such contractor’s policy as “covered operations” and the policy shall: (i) contain a limit of liability of at least \$5,000,000 per incident and in the aggregate; (ii) have ten (10) years of “completed operations” coverage; (iii) be subject to a maximum self-insured retention of no more than \$100,000 per incident; and (iv) include the CRA and Developer as additional insureds thereunder; and

(b) CRA shall cause all contractors retained by CRA that perform operation and maintenance activities on the Remedial Systems at the Property or any physical work on, at, above or under any portion of the Property to maintain Contractor’s Pollution Liability insurance covering cleanup costs and bodily injury and property damage claims arising from sudden, accidental and gradual pollution releases in connection with such contractor’s scope of work. All of the contractor’s activities shall be specifically scheduled on such contractor’s policy as “covered operations” and the policy shall: (i) contain a limit of liability of at least \$1,000,000 per incident and \$2,000,000 in the aggregate; (ii) have ten (10) years of “completed operations” coverage; (iii) be subject to a maximum self-insured retention of no more than \$100,000 per incident; and (iv) include the CRA and Developer as additional insureds thereunder; and

(c) Developer shall obtain and maintain, at its sole cost and expense, a project specific Contractor’s Pollution Liability insurance program covering cleanup costs and bodily injury and property damage claims arising from sudden, accidental and gradual pollution releases in connection with the performance of contracted operations at the Developer Project, with respect to the Improvements, with respect to the Infrastructure Improvements/Offsite Improvements, and with respect to the operation and maintenance of the Remedial Systems on the Property (the “**Owners’ Interest CPL**”). The Owners’ Interest CPL shall: (i) contain limits of liability of at least \$10,000,000 per incident and in the aggregate dedicated and reserved to the CRA; (ii) have ten (10) years of “completed operations” coverage; (iii) be subject to a maximum self-insured retention of no more than \$100,000 per incident; and (iv) name CRA, City, Developer and each of their respective affiliates as named insureds thereunder. It is intended that the

Owners' Interest CPL will apply on an excess, difference-in-conditions basis to the required contractor policies described in Sections 3.01(a) and 3.01(b) hereof.

(d) The CRA shall have the right to review and approve in advance all underwriting submissions, quotes, policy forms and endorsements for the Owners' Interest CPL (such approval not to be unreasonably withheld or delayed). The Owners' Interest CPL shall provide project specific coverage for pollution conditions resulting from the construction of the Improvements, the Infrastructure Improvements/Offsite Improvements and the operation and maintenance of the Remedial Systems at the Property. The Owners' Interest CPL shall contain no exclusion or limitation of coverage to the CRA or Developer with respect to claims made against each other, notwithstanding the insured status of the parties thereunder.

3.02 Developer Construction Wrap CPL. Commencing on the Construction Commencement Date:

- (a) As an alternative to the requirements set forth in Section 3.01 above, Developer may, at Developer's sole cost and expense, obtain and maintain a project specific "wrap" Contractor's Pollution Liability insurance program that (a) covers cleanup costs and bodily injury and property damage claims arising from sudden, accidental and gradual pollution releases in connection with the performance of contracted operations at the Developer Project, with respect to the Improvements, with respect to Lenardo Infrastructure (if not then completed) and with respect to the operation and maintenance of the Remedial Systems on the Property; (b) contains a limit of liability of at least \$25,000,000 per incident and in the aggregate; (c) has ten (10) years of "completed operations" coverage commencing upon Substantial Completion of the Project; (d) is subject to a maximum self-insured retention of no more than \$250,000 per incident; (e) extends coverage to third-party contractors and all tiers of subcontractors performing contracted operations at the Developer Project, and performing operation and maintenance of the Remedial Systems at the Property and performing the Lenardo Infrastructure (if not then completed); and (f) includes the CRA as a named insured thereunder (the "**Developer Construction Wrap CPL**").
- (b) The CRA shall have the right to review and approve in advance all underwriting submissions, quotes, policy forms and endorsements for the Developer Construction Wrap CPL (such approval not to be unreasonably withheld or delayed). The Developer Construction Wrap CPL shall provide project specific coverage for pollution conditions resulting from any contracted operations at the Developer Project, which shall be defined to expressly include the construction of the Improvements, the Lenardo Infrastructure (if not then completed) and the operation and maintenance of the Remedial Systems at the Property. There shall be no exclusion or limitation of coverage to the CRA or Developer with respect to claims made against each other, notwithstanding the insured status of the parties.

3.03. Professional Liability Insurance. Unless otherwise affirmatively insured under another Insurance Program, commencing on the Effective Date, Developer shall cause any party involved in the design of Improvements and vertical development of Cells 3, 4 and 5 to obtain and maintain Professional Liability Insurance during the period commencing on the date of such party's agreement and continuously renewing until Substantial Completion of the Project and shall continue for a period of at least two (2) years after Substantial Completion or, if the designer can provide such coverage on commercially reasonable terms at the time when the designer is retained, such longer period as may be commercially reasonable, with limits of insurance not less than: (1) \$5,000,000 per claim and \$5,000,000 in the aggregate for



designers of record (which shall include any designer of piles penetrating the Property and any designers of record for any components of the Remedial Systems); (3) \$2,000,000 per claim and in the aggregate for any other design professionals for any components of the Remedial Systems; and (4) \$1,000,000 per claim and in the aggregate for all other design professionals. The policy's retroactive date shall predate or be concurrent with the date professional services are first performed with respect to the Project. If coverage is canceled or allowed to lapse and not replaced with similar coverage with a consistent retroactive date, Developer shall ensure that any party involved in the design of Improvements purchase an Extended Reporting Period of at least five (5) years. Developer shall provide the CRA with certificates evidencing such insurance as each designer is contracted and thereafter, annually on a going forward basis or as otherwise requested by the CRA.

3.04. Owner's Protective Professional Indemnity Insurance. Upon the commencement of any physical work on, at, above or under any portion of the Remainder Cells (except in connection with Pre-Construction Approved Activities), Developer shall obtain and maintain (whether through a single policy or separate policies), an Owner's Protective Professional Indemnity (Design Team Errors and Omissions) Policy ("OPPI") naming Developer and CRA (as owners of components of the Improvements, as applicable) as insureds with the unrestricted ability to make a claim thereunder, subject to the terms and conditions of the policy which shall be approved by CRA (such approval not to be unreasonably withheld). The OPPI shall cover activities associated with vertical development of Cells 3, 4 and 5 and construction of the Improvements (including, without limitation, construction of all remedial and subsurface work required by the Option Agreement for horizontal development of the Remainder Cells, and the construction, installation, operation and maintenance of the Remedial Systems at the Remainder Cells) with no retroactive date limitation, and shall contain at least ten (10) years of "completed operations" coverage. The OPPI shall have a limit of liability of at least Fifteen Million Dollars (\$15,000,000) and the terms and conditions of coverage shall otherwise be reasonably acceptable to CRA. There shall be no exclusion or limitation of coverage to the CRA or Developer with respect to claims made against each other, notwithstanding the insured status of the parties. Developer shall be responsible for paying all of the premiums, surplus lines taxes and applicable brokerage fees for the OPPI.

ARTICLE IV  
GENERAL LIABILITY, BUILDERS' RISK COVERAGE AND MISCELLANEOUS COVERAGES  
UNTIL SUBSTANTIAL COMPLETION

From the date specified in each subsection below until the date specified in the subsection below or if no such date is specified, until Substantial Completion, Developer shall maintain, or cause to be maintained, the following:

4.01. Pre-Construction General Liability Insurance Program. Commencing on the Effective Date and at all times until the Developer Construction GL is obtained, Developer shall cause any contractors retained by Developer to perform pre-construction work to maintain commercial general liability insurance and umbrella and/or excess liability insurance (the "**Pre-Construction GL**"), including coverage for personal injury, bodily injury, death, accident and property damage, which insurance shall: (1) be on a "occurrence" form; (2) be the primary insurance for third-party bodily injury and property damage at, on or under the Remainder Cells; and (3) collectively provide minimum coverage limits of at least (A) \$10,000,000 per occurrence, (B) \$10,000,000 general aggregate, and (C) \$10,000,000 products completed operations aggregate over the term of the policy. The products and completed operations coverage shall be maintained for the entire statute of repose for construction defect claims in California. The Pre-Construction GL shall (i) **not include an exclusion for earth movement or** subsidence, and (ii) the CRA will be scheduled as an additional insured under the Pre-Construction GL.

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4.02. Developer Construction General Liability Insurance Program.

- (a) *Coverages.* Upon the commencement of any physical work on, at, above or under any portion of the Remainder Cells (except in connection with Pre-Construction Approved Activities), Developer (at its sole cost and expense) shall sponsor, administer and maintain a wrap-up Owner Controlled Insurance Program for commercial general liability insurance and umbrella and/or excess liability insurance (the “**Developer Construction GL**”) including coverage for personal injury, bodily injury, death, accident and property damage which shall cover all eligible tiers of horizontal and vertical contractors and subcontractors working for Developer or CRA, as applicable, on, at or under the Property. The Developer Construction GL shall: (1) be on a site-specific “occurrence” form for the Property; (2) be the primary insurance for third-party bodily injury and property damage at, on or under the Remainder Cells and any other portion of the Property accessed by Developer through Substantial Completion; and (3) collectively provide minimum coverage limits of at least (A) \$50,000,000 per occurrence, (B) \$50,000,000 general aggregate, and (C) \$50,000,000 products completed operations aggregate over the term of the policy for the Developer Project. The products and completed operations coverage shall be maintained for the entire statute of repose for construction defect claims in California. The Developer Construction GL shall (x) not include an exclusion for earth movement or subsidence; and (y) include manuscript changes to the “pollution exclusion endorsement” providing affirmative coverage for concussive risk associated with the installation of piles and the construction, installation, operation and maintenance of the Remedial Systems at the Remainder Cells. Such insurance shall be primary and any other insurance maintained by the CRA shall be excess only and not contributing with this insurance. Except for completed operations (which shall be an aggregate limit over the term of the general liability program), the Developer Construction GL shall provide that all limits reinstate annually or at such other interval as may be reasonably acceptable to CRA.
- (b) *Insureds.* The Developer Construction GL will list Developer as the first named insured as listed in the declarations page of the Developer Construction GL, will name CRA as a named insured, and will be administered by the Broker. No insured shall take any action that would dilute or impair coverage to the other parties under the Developer Construction GL without the prior written consent of such affected parties. CRA, the City and Developer, as well as eligible contractors and subcontractors of all tiers performing work for Developer, CRA and the City at the Remainder Cells will be enrolled in the Developer Construction GL.
- (c) *Developer Construction GL Premium Allocation.* Developer shall pay the premium and administrative fees associated with administering the Developer Construction GL.

4.03. Developer Builder’s Risk Insurance.

- (a) Upon commencement of any physical work on, at, above or under any portion of the Remainder Cells (except in connection with Pre-Construction Approved Activities), Developer shall obtain and maintain, or cause the general contractor retained by Developer to maintain, project-specific builder’s risk insurance (the “**Developer Builder’s Risk**”) for the Developer Project, for not less than 100% of the completed project insurable replacement cost value of the Improvements, (currently valued at \$[REDACTED]), and shall contain earthquake coverage with a limit of liability of at least ten (10%) of the replacement cost value, which may be increased or decreased based on the findings of Probable Maximum Loss reports to be conducted annually by the Broker (inclusive of property

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damage and soft costs/business interruption), which Probable Maximum Loss calculation is reasonably acceptable to the CRA. The Developer Builder's Risk shall include endorsements providing replacement cost coverage, agreed amount and/or coinsurance waiver. The Developer Builder's Risk shall grant permission to occupy prior to any occupancy of a given building and the Developer Builder's Risk shall cover:

(i) any improvements on or related to the Developer Project, including, without limitation, all Improvements and 100% of the insurable replacement cost value of all tenant improvements and betterments that any agreement requires Developer to insure, against risks of loss to the improvements customarily covered by "Cause of Loss - Special Form" policies as available in the insurance market on the date hereof (and against such additional risks of loss as may be customarily covered by such policies after the date hereof);

(ii) loss of materials, furniture, fixtures and equipment, machinery, and supplies which become part of the completed project whether on-site, in transit, or stored off-site, or loss of any temporary structures, sidewalks, retaining walls, and underground property (including the systems comprising the Improvements);

(iii) soft costs, including coverage for interest expense during the period of the construction, and coverage for recurring expenses and delayed completion business income/rental interruption (if any) on an actual loss sustained basis subject to policy limits; and

(iv) loss of the value of the undamaged portion of the improvements, additional expense of demolition, and increased cost of construction arising from operation of building laws or other legal requirements at the time of restoration, subject to a limit reasonably satisfactory to the CRA.

- (b) The Developer Builder's Risk shall automatically reinstate limits upon the occurrence of any loss thereunder, except for the perils of Earthquake and Flood which limits will be reinstated on an annual basis. The Developer Builder's Risk shall be primary with respect to all property damage at, on or under the Remainder Cells through Substantial Completion. The Developer Builder's Risk shall also include affirmative LEG-3 coverage with respect to repair of physical damage to the Improvements arising out of a loss until Substantial Completion.
- (c) CRA and Developer will be listed as a named insured on the Developer Builder's Risk with respect to the Developer Project and the Improvements with the unrestricted ability to make claims thereunder. All Developer and CRA contractors and subcontractors of all tiers performing work at or under the Developer Project will be listed as additional insureds with respect thereof, but only as their interests may appear.
- (d) Developer shall pay the total premium and fees of the Developer Builder's Risk.

#### 4.04. Property Insurance Program Specifications.

- (a) *Developer Property Insurance.* Commencing on the Effective Date, for any component of the Developer Project that is not insured under the Developer Builder's Risk and until Substantial Completion, Developer shall obtain and maintain property insurance covering against risks of loss customarily covered by "Cause of Loss – Special Form" policies together with coverage for earthquake as may then be commercially available in the

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insurance (and against such additional risks of loss as may be customarily covered by such policies after the completion date) (“**Developer Property Insurance**”). The Developer Property Insurance shall include coverage for:

(i) 100% of the insurable replacement cost value of the Developer Project, including the Improvements, which for purposes hereof shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with an agreed amount endorsement without margin clause except as may be reasonably agreed by the CRA, and/or a coinsurance waiver endorsement and a replacement cost value endorsement without reduction for depreciation;

(ii) 100% of the insurable replacement cost value of all tenant improvements and betterments that any agreement requires Developer to insure;

(iii) loss of the value of the undamaged portion of the Improvements, additional expense of demolition, and increased cost of construction arising from operation of building laws or other legal requirements at the time of restoration; and

(iv) “Cause of Loss – Special Form” insurance policy which shall cover at least the following perils: building collapse; fire; flood; back-up of sewers and drains; water damage; windstorm, earthquake, landslide, mudslide and subsidence, inclusive of property damage and soft costs/business interruption with a maximum deductible of 5% of the loss and flood may have a sublimit of such amount not less than the replacement cost of the replacement value of the improvements and contents of the first floor above grade. Such insurance policy(ies) shall name Developer as the Insured and shall also name the CRA as an additional named insured with the unrestricted ability to make a claim thereunder.

4.05. **Commercial Auto Liability Insurance.** Commencing on the Construction Commencement Date, and until Substantial Completion, Developer shall maintain (at its sole cost and expense) commercial auto liability insurance covering liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle, if any, with minimum limits of not less than \$1,000,000 combined single limit for bodily injury and property damage, together with umbrella and/or excess liability insurance which is at least as broad as the commercial automobile liability insurance, with limits of not less than \$10,000,000.

4.06. **Flood Insurance.** Commencing on the Effective Date and until Substantial Completion, Developer shall maintain flood insurance if any portion of the Improvements or personal property is currently or at any time in the future located in an area designated by the Federal Emergency Management Agency as a special flood hazard area (Flood Zone A) and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereto), but in no event no less than the amount sufficient to meet the requirements of Applicable Laws and governmental regulation. Flood insurance may be included in the Pre-Construction GL, the Developer Construction GL, or the Developer Builder’s Risk.

## ARTICLE V MISCELLANEOUS PROVISIONS

5.01. **Developer Insurance Obligations.** Developer shall be required to maintain all Insurance Programs required herein with insurers that are unaffiliated with Developer and having financial ratings reasonably acceptable to CRA, in form and substance satisfactory to the CRA in its reasonable discretion.

In the event that Developer fails to obtain one or more of the Construction Policies or minimum coverage terms required herein with respect to any Construction Policy (the underlying condition that Developer fails to satisfy as required under this Agreement, an “**Uninsured Construction Risk**”), then the parties shall work together diligently and in good faith to: (i) secure insurance coverage for such Uninsured Construction Risk that is acceptable to CRA, in its reasonable discretion (the “**CRA Insurance Solution**”) and the costs associated with obtaining the CRA Insurance Solution (including, without limitation, premiums and applicable brokerage fees) shall be paid entirely by Developer; or (ii) in the event the parties are unable to obtain the CRA Insurance Solution for any Uninsured Construction Risk, negotiate, document and deliver an indemnification for such Uninsured Construction Risk pursuant to which Developer will indemnify CRA on terms and conditions reasonably acceptable to CRA and narrowly tailored to the applicable Uninsured Construction Risk (the “**Uninsured Construction Risk Indemnity**”). Notwithstanding anything to the contrary herein, (x) the aggregate amount of the CRA Insurance Solution and the Uninsured Construction Risk Indemnity for all Uninsured Construction Risks shall be capped at \$4,000,000; (y) Developer shall not be required to obtain or otherwise fund a CRA Insurance Solution policy after the second (2<sup>nd</sup>) anniversary of the date of Substantial Completion of the Developer Project (the “**Uninsured Construction Risk Sunset**”); *provided, however*, that any CRA Insurance Solution policy bound prior to the Uninsured Construction Risk Sunset shall remain in effect through such policy’s term, as applicable; and (z) the Uninsured Construction Risk Indemnity shall expire and be of no further force and effect on the Uninsured Construction Risk Sunset.

5.02. Obligation to Maintain and Reinstate Limits. Subject to market availability and upon commercially reasonable terms, Developer shall reinstate its reserved limits under the Development PLL and Development PLL Renewal in the event that its limit is eroded by more than fifty percent (50%) from the time of policy inception, which reinstatement shall be at Developer’s sole cost and expense. Subject to market availability and upon commercially reasonable terms, Developer shall reinstate the limits of all other Insurance Programs in the event that the aggregate limit of liability applicable to such program is eroded by more than fifty percent (50%).

5.03. Notice of Cancellation and Endorsements. Developer’s approval shall be required for any new endorsements or amendments to the Development PLL and Development PLL Renewal that limit or impair Developer’s coverage in any manner. All other Insurance Programs shall grant CRA at least 30 days prior written notice (10 days for non-payment of premium) and approval of any policy cancellation. CRA’s approval shall be required for any new endorsements or amendments to the applicable Insurance Programs that include CRA as a named insured thereunder to the extent that such endorsement or amendment limits or impairs CRA’s coverage in any manner.

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

5.05. Acknowledgement of CAM Insurance Administration Agreement. Developer acknowledges and agrees that CAM is a named insured on the Development PLL, and acknowledges the rights and obligations of CAM and CRA as set forth in the Insurance Administration Agreement between CRA and CAM dated September 6, 2018 attached hereto as Exhibit “[redacted]” with respect to the Existing PLL.

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5.06. CRA Review. CRA shall have the right to review and approve all underwriting submissions and materials with respect to the Insurance Programs prior to submission of the same to any markets and shall have the further right to receive copies of all quotes, policy forms and endorsements for all of the Insurance Programs concurrently when the same are provided to Developer. Developer shall provide final, bindable quotes for each Insurance Program at least thirty (30) days prior to the date such Insurance Program is required to be effective. Developer agrees to provide the CRA with a reasonable opportunity

to review and to consider in good faith the CRA's comments. Developer shall provide certificates of insurance as may be requested by the CRA, in a form reasonably acceptable to the CRA for all required insurance, certified as true and complete by the carrier or its authorized representative.

5.07. Severability. All Insurance Programs shall provide that coverage under each Insurance Program shall apply as if each insured were the only insured and separately to each insured so that any misrepresentation, act or omission that is in violation of a term, duty or condition or results in the application of an exclusion under any program by or on behalf of one insured shall not prejudice the coverage rights of another insured under such program.

5.08. Waiver of Subrogation. Each Insurance Program shall include a waiver of subrogation in favor of the CRA and the City and Developer so that the insurance company waives its rights of subrogation with regard to all claims covered by such programs.

5.09. Audit. The CRA shall have the right: (i) at least once per year; (ii) at any time that the CRA has a reasonable basis of actual or suspected non-compliance by Developer with the terms of this Agreement; or (iii) during the pendency or administration of any claim under the Insurance Programs, to conduct an audit of some or all policies and certificates of insurance to confirm the Developer's compliance with the terms hereof. If any audit reveals discrepancies or non-compliance with the terms hereof, the cost of such audit shall be at Developer's expense.

## ARTICLE VI CLAIMS ADMINISTRATION

6.01. Reporting Responsibilities. Prior to delivering notice to the applicable insurer under any Insurance Program, CRA and Developer shall each notify the other party in writing of any event that could be deemed a claim under any of the Insurance Programs. Such notice will be provided to notice addresses for Developer in Section 11.04 below and the Executive Director of CRA. Each of CRA and Developer are responsible for coordinating notice of claims or potential claims with Broker relating to their work and the work performed on their behalf by their respective contractors and subcontractors. Except in the case of an emergency or circumstances that could materially prejudice coverage, any such notification shall be subject to the review and input of the non-discovering party.

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

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

- (a) *Property Damage*: the Developer Property Insurance, and then once placed, the Developer Builder's Risk shall be primary with respect to all property damage to the insured project at, on or under the Remainder Cells and with respect to the Improvements during the term thereof, followed by the Pre-Construction GL and the Developer Construction GL, as applicable, which shall be on an excess and difference in conditions/difference in limits basis, and then the Developer Construction Wrap CPL, which shall be on an excess and difference in conditions/difference in limits basis.

- (b) *Bodily Injury*: the Pre-Construction GL and the Developer Construction GL, as applicable, shall be primary with respect to all third party bodily injury losses at, on or under the Property during the term thereof, including affirmative coverage for concussive risk (unless Workers Compensation first applies), followed by the Developer Construction Wrap CPL, which shall be on an excess and difference in conditions/difference in limits basis.
- (c) *Priority*. Notwithstanding anything to the contrary in Section 6.03(a) and (b) above, the terms of each Insurance Program shall govern the order of priority. In addition, to the extent any claim may be brought under more than one of the Insurance Programs, such claim will be brought under each such applicable Insurance Program.

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

## ARTICLE VII

### PAYMENT OF SELF INSURED RETENTION

7.01. Developer SIR Obligation. Developer shall pay the applicable SIR and coordinate defense under the Insurance Programs providing coverage to the CRA for defense or loss arising out of Developer's or any of Developer's contractors', subcontractors' or agents' (collectively, the "**Developer Insured Parties**") acts or omissions at the Property or otherwise alleged to so arise in any claim or pleading by a third-party, including, without limitation, the design, construction and development of the Improvements. Developer shall also pay the applicable SIR for coverage for cleanup costs and claims expenses under the Development PLL or Renewal PLL, as applicable, with respect to pollution conditions on, at, under or migrating from the Remainder Cells. Developer reserves the right to seek reimbursement from CRA for all or a portion of the SIR as set forth in Section 7.03 below.

7.02. CRA SIR Obligation. Subject to the terms set forth in Section 7.03 hereof, CRA shall pay (or caused to be paid) the applicable SIR and coordinate defense under the Insurance Programs providing coverage to Developer for defense or loss associated with any claims arising out of the acts or omissions of CRA or its contractors, subcontractors or agents or otherwise alleged to so arise in any claim or pleading by a third-party. CRA reserves the right to seek reimbursement from Developer for all or a portion of the SIR as set forth in Section 7.03 below.

#### 7.03. SIR for Multiple Party Claims.

- (a) *Pollution and Professional Policies*. For defense or loss associated with any claims that are subject to coverage under the Development PLL, the Developer Construction Wrap CPL, the OPPI or any corresponding or replacement Insurance Program, as applicable, that allege injury, damage or loss caused by both (i) any Developer Insured Party and (ii) CRA, the City, or any of their respective contractors, subcontractors or agents (collectively, the "**Non-Developer Insured Parties**"), then the SIR under such Insurance Program will be shared as follows: (x) for claims occurring prior to approval by DTSC of a Remedial Action Completion Report ("**RACR**") for all of the Remainder Cells, 100% by the owner(s) of the Remainder Cells for which a RACR has not yet been issued; and (y) for



claims occurring after approval by DTSC of a RACR for all of the Remainder Cells, fifty percent (50%) by CRA and fifty percent (50%) by the owner(s) of the Remainder Cells; *provided, however*, CRA shall be responsible for paying one hundred percent (100%) of the SIR for claims alleging injury, damage or loss arising solely out of CRA's performance of operation and maintenance of the Remedial Systems.

- (b) *All Other Policies.* For defense or loss associated with any claims that are subject to coverage under any other Insurance Program not described in Section 7.03(a) above, that allege injury, damage or loss caused by both (i) any Developer Insured Party and (ii) any Non-Developer Insured Parties, then the SIR under such Insurance Program will be shared fifty percent (50%) by CRA and fifty percent (50%) by Developer.
- (c) *General.* Developer and CRA shall coordinate selection of defense for defending such joint claims, and any counsel selected shall be subject to the review and approval of the applicable insurance carrier providing coverage under the applicable Insurance Program. CRA shall be entitled to reimbursement for any cost incurred by CRA that is the responsibility of any Non-Developer Insured Party. In the event that either Developer or CRA, as applicable, has paid an SIR as set forth in Section 7.01 or Section 7.02 above, and thereafter, a Developer Insured Party or a Non-Developer Insured Party, as applicable, is interpleaded or joined into such lawsuit or otherwise becomes a subject of the claim or allegations of the plaintiff thereunder, then the party that has been added or joined to the claim will promptly pay to the other party an amount equal to the percentage of the SIR applicable to such claim as set forth in this Section 7.03.

#### ARTICLE VIII TERM

8.01. Term. This Agreement shall commence on the Effective Date and remain in effect until terminated by the parties hereto.

#### ARTICLE IX REPRESENTATION AND WARRANTIES

9.01. Representations and Warranties of Developer. Each individual executing this Agreement on behalf of Developer represents and warrants to the CRA that (i) Developer is duly organized and existing, (ii) such person is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of Developer, (iii) Developer is bound under the terms of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which Developer is bound.

9.02. Representations and Warranties of CRA. CRA hereby represents and warrants to Developer that this Agreement constitutes a validly authorized and binding obligation of CRA enforceable in accordance with its terms. CRA further represents that it is duly organized and validly existing and in good standing under the laws of its formation and has full power and authority to enter into this Agreement, to execute, deliver and perform its obligations hereunder. The execution, delivery, and performance by CRA has been duly authorized by all requisite action by CRA. CRA further represents and warrants to Developer that as of the Effective Date, no claims have been made by CRA, the City, CAM or any other insured party under the Development PLL.

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

## ARTICLE X DEFAULT AND DISPUTES

10.01. Default. If either party breaches or defaults on its non-monetary obligations of this Agreement, such breaching or defaulting party shall have thirty (30) days after notice thereof by the non-breaching party to cure such default or breach; provided that if such default or breach reasonably requires longer than thirty (30) days to cure, upon the prior written consent of the non-defaulting party (which consent shall not be unreasonably withheld), the defaulting or breaching party shall be permitted additional time to cure such default, so long as the breaching party commences a cure within such time and diligently and continuously prosecutes the cure of the breach or default to completion within ninety (90) days of the date that the cure first commenced. If either party breaches or defaults on its monetary obligations of this Agreement, such breaching or defaulting party shall have ten (10) business days after notice thereof by the non-breaching party to cure such default or breach. After expiration of such notice, cure periods and, where applicable, extensions, such default shall be deemed an "**Event of Default**" hereunder. Notwithstanding the foregoing, the parties must first comply with the dispute resolution provisions set forth in Section 10.03 below, prior to any party's declaration of an Event of Default.

10.02. Remedies.

- (a) During the occurrence and continuance of an Event of Default the non-defaulting party may (i) fund any third party costs required under the Insurance Programs; or (ii) take affirmative action to cure such Event of Default to preserve the non-defaulting party's coverage under the Insurance Programs and recover actual out-of-pocket expenses for such cure.
- (b) In addition to any other rights or remedies provided herein, either party may take any and all legal action, in law or in equity, to cure, correct or remedy any Event of Default, to recover damages for any Event of Default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement, all of which are expressly reserved hereunder.

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

- (a) Prevention of Claims/Meet and Confer. The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this Agreement. The parties agree to identify and discuss in advance in good faith any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement or potential or actual default, the parties through their designated representatives shall meet (in person or via telephonic discussion) within ten (10) calendar days of the request therefor, and shall meet (in person or telephonically) as often as may be necessary to correct the conditions of disagreement/default, but after a minimum period of negotiation of at least forty five (45) days following the initial meeting, either party may terminate the meet and confer process and institute a claim of default by proceeding with a formal notice of default under Section 10.01.

- (b) Attorneys' Fees. In the event of any action between the Parties hereto seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be entitled to have and recover from the other Party its reasonable attorneys' fees and other reasonable expenses including consultant and expert witness fees in connection with such action or proceeding, in addition to its recoverable court costs.
- (c) Survival. This Section 10.03 shall expressly survive the expiration or earlier termination of this Agreement.

## ARTICLE XI GENERAL PROVISIONS

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

11.02. Assignment. This Agreement is not assignable by either party hereto without prior written consent of the other party, which consent shall be at the sole discretion of such non-requesting party; provided, however, that CRA may assign all of its obligations under this Agreement to any project manager retained by the CRA with respect to the Property (or any portion thereof) and Developer may assign its rights and obligations under this Agreement to the same extent it may assign the Option Agreement pursuant to its terms.

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

11.04. Notices. Any notices, requests, demands, documents approvals or disapprovals given or sent under this Agreement from one party to another (each a "**Notice**", and collectively, the "**Notices**") shall be given to the party entitled thereto at its address set forth below or at such other address as such party may provide to the other parties in writing. Any such Notice may be given (i) by personal delivery which will be deemed received on the day of delivery; (ii) by national overnight delivery service which shall be deemed received the following day; (iii) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the Notice is directed as set forth below; or (iv) electronic mail so long as Notice is also provided simultaneously pursuant to one of the above described provisions for hard-copy Notice, addressed as follows which shall be deemed delivered upon electronic confirmation of receipt by the addressee to the sending party. For purposes of notice, the addresses of the parties shall be:

For CRA:

John S. Raymond  
Executive Director, Carson Reclamation Authority  
701 E. Carson Street  
Carson, CA 90745  
Telephone: (310) 952-1773  
Email: jraymond@carsonca.gov

with copies to:

Curtis B. Toll, Esq.  
Greenberg Traurig, LLP  
1717 Arch Street, Suite 400  
Philadelphia, PA 19103  
Telephone: (215) 988-7804  
Email: tollc@gtlaw.com

Sunny K. Soltani, Esq.  
Aleshire & Wynder, LLP  
1 Park Plaza, Suite 1000  
Irvine, CA 92614  
Telephone: (949) 223-1170  
Email: ssoltani@awattorneys.com

For Developer:

Carson Goose Owner, LLC  
659 N. Robertson Blvd.  
West Hollywood, CA 90069  
Attention: William Trueblood  
Email: chris@carsongoose.com

with copies to:

Allen Matkins Leck Gamble Mallory & Natsis, LLP  
2010 Main Street, 8th Floor  
Irvine, CA 92614-7321  
Attention: Pam Andes  
Email: pandes@allenmatkins.com

11.05. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification, amendment or interpretation hereof shall be binding unless in writing and signed by both parties.

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

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

**CARSON RECLAMATION AUTHORITY:**

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

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

Title: \_\_\_\_\_

**CARSON GOOSE OWNER, LLC:**

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

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

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Sunny K. Soltani

**EXHIBIT A-1 TO EXHIBIT J**  
**SITE MAP OF THE PROPERTY**



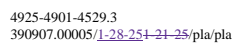
EXHIBIT A-1 TO  
EXHIBIT J  
-1-



## DESIGNATION OF PARCELS VERTICAL LOT SUBDIVISION



EXHIBIT A-2 TO  
EXHIBIT J  
-2-



**EXHIBIT A-3 TO EXHIBIT J**

**CELL BOUNDARIES**



**EXHIBIT A-3 TO  
EXHIBIT J**

**EXHIBIT B TO EXHIBIT J**  
**PRE-CONSTRUCTION APPROVED ACTIVITIES**

EXHIBIT B TO  
EXHIBIT J

-1-

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**EXHIBIT C TO EXHIBIT J**  
**EXISTING PLL POLICY DEDICATED LIMITS**

EXHIBIT C TO  
EXHIBIT J

-1-

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## EXHIBIT K

### **LENARDO INFRASTRUCTURE**

#### **[JR TO PROVIDE UPDATED EXHIBIT]**

#### **I. GENERAL FUNDING RESPONSIBILITIES**

The Parties agree that the Authority shall contribute the entirety of the Bond Funds toward the construction of the Lenardo Infrastructure as described in the Agreement, and Developer shall pay \$12,500,000 to the Authority as the Lenardo Developer Payment, subject to the terms of Section 3.3(b) of the Agreement. The Parties agree that no portion of the payments made by Developer under the CFDs shall be used to reimburse the Authority for contributed Bond Fund proceed or costs or expenses previously expended for Lenardo Improvements.

#### **II. IMPROVEMENTS**

The “**Lenardo Improvements**” are described as follows: Lenardo Drive and a portion of Stamps Road (est. 10-12 months)

1. Wet Utilities Necessary for Lenardo Drive Construction<sup>1</sup>
2. Paving, Landscaping, Street & Traffic Lights, Dry Utilities [Including all Power] Necessary for Lenardo Dr. Construction
3. Other Contractor Costs (on Paving, Landscaping, Street & Traffic Lights, Dry Utilities Costs)<sup>2</sup>
4. Plan Check and Permits Fees, Governmental Fees and Assessments<sup>3</sup>
5. Costs for Testing and Inspection
6. Geotechnical Design & Observation, Structural Design, Civil Design, Landscape Design
7. Landfill Gas Suppression or Mitigation Operations<sup>4</sup>
8. Relocation, Reconsolidation of /Waste into Landfills<sup>5</sup>
9. Regulatory Compliance (AQMD/DTSC/Regional Board)<sup>6</sup>
10. Buffer Zone: Primary Methane Barrier & Design<sup>7</sup>
11. Project Labor Agreement (PLA) Premium (if City-bid project)<sup>8</sup>
12. Project Management and Soft Cost Contingency
13. Payment Bond<sup>9</sup>

<sup>1</sup> Includes water, recycled water, sewer, and storm drain.

<sup>2</sup> Subcontractor Default Insurance (SDI) at 1.35% of these costs, Contractor's fee and Contractor's contingency.

<sup>3</sup> These also include utility company design and approval.

<sup>4</sup> This assumes that Environmental Contractor would perform Health & Safety work including methane suppression during intrusive activities.

<sup>5</sup> This assumes that there may be a small amount of waste along the edge of the roadway that would need to be relocated on site by Environmental Contractor.

<sup>6</sup> Includes AQMD and DTSC oversight as well as SWPPP compliance.

<sup>7</sup> If Lenardo Dr. construction proceeds before Cell 1 or Cell 2 work is completed, it is likely a buffer zone would need to be designed and installed as part of the street construction project.

<sup>8</sup> City of Carson has entered a Project Labor Agreement with regional trade unions. If this is a City project, would need to bid it as a PLA project.

<sup>9</sup> Public Works projects require a payment bond, which becomes a project cost.

**B. Other Lenardo Improvements (est. 10 months)**

1. Electrical System Upgrades
2. Installation of Landfill Gas System in Lenardo Dr.<sup>10</sup>

**III. COST IMPACTS**

Any increase in the cost of the Lenardo Improvements, based on the Authority's current budgeted costs for the Lenardo Improvements, that is caused by Developer's construction performance of, or changes to, the Remedial Systems, BPS, Site Development Improvements, or the Project, shall be paid for by Developer, provided, however, that Developer shall not be responsible for any increase in cost that is caused by Authority or City's delay or changes in applicable requirements after the date of the Agreement to which this Exhibit is attached.

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<sup>10</sup> There are 13 GCCS vaults and associated gas collection lines that are located in Lenardo and would need to be installed at the time the street is constructed. This is not directly a street cost, but overall a remedial system cost.



## EXHIBIT L

### **BILL OF SALE**

THIS BILL OF SALE ("**Bill of Sale**") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by the CARSON RECLAMATION AUTHORITY, a California joint powers authority ("**Seller**" / "**Authority**"), in favor of CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Buyer**" / "**CGO**").

WHEREAS, Seller and Buyer are parties to that certain Amended and Restated Option Agreement and Joint Escrow Instructions dated as of \_\_\_\_\_, 2025 ("**Agreement**") respecting the sale of certain real property ("**Property**") to Buyer, as well as that certain personal property identified on **Exhibit "1"** attached hereto and incorporated herein by this reference and depicted on **Exhibit "2"** attached hereto and incorporated herein by this reference (the "**Personal Property**").[JR TO CONFIRM EXHIBITS] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of the Personal Property.

1. Buyer has accepted this Bill of Sale and purchased the Personal Property "AS IS" AND WHEREVER LOCATED ON THE PROPERTY, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS, IMPLIED, OR STATUTORY, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT BETWEEN AUTHORITY AND CGO, AND ONLY TO THE EXTENT PROVIDED THEREIN, IT BEING THE INTENTION OF AUTHORITY AND CGO TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ANY IMPLIED OR EXPRESS WARRANTY, ANY RIGHTS OF BUYER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, ANY CLAIM BY BUYER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, LATENT OR PATENT WITH RESPECT TO THE PERSONAL PROPERTY, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE AS NOW OR HEREAFTER IN EFFECT IN THE STATE OF CALIFORNIA, OR CONTAINED IN OR CREATED BY ANY OTHER LAW.

2. Seller hereby covenants that Seller will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, Buyer's successors, nominees or assigns, such documents as Buyer or they may reasonably request in order to fully assign and transfer to and vest the Personal Property in Buyer or Buyer's successors, nominees and assigns, and to protect Buyer's right, title and interest in and to all of the Personal Property and the rights of Seller intended to be transferred and assigned hereby, or to enable Buyer, Buyer's successors, nominees and assigns to realize upon or otherwise enjoy such rights and property.

3. As provided in the Agreement, for a period of six (6) months from the date of the Closing, the Authority shall have the right to relocate all or any portion of the Reuse Materials from the Property to such other location of the Site designated by the Authority, in which case, the applicable Reuse Materials that are so relocated, shall be acquired by the Authority for One Dollar (\$1.00) ("**Reuse Materials Option**"). If the Reuse Materials Option is timely and properly exercised by the Authority, the Reuse

Materials shall be transferred from CGO to Authority pursuant to the Quitclaim Deed as shown attached hereto as Schedule 1 and the terms and provisions set forth in Section 1.3 of the Agreement shall apply. .

4. This Bill of Sale shall be (i) binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Buyer and Seller, and (ii) governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

5. This Bill of Sale may be executed in one or more counterparts, and bear the signature of each Party on a separate counterpart, each of which when so executed and delivered shall be deemed an original but all of which taken together shall constitute but one and the same instrument. Delivery of a signed counterpart by email shall constitute good and sufficient delivery.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Bill of Sale as of the date first written above.

CARSON RECLAMATION  
AUTHORITY,  
a California joint powers authority

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Sunny Soltani, Authority Counsel

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw  
Authority Secretary

**CGO:**

CARSON GOOSE OWNER, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT "1" TO EXHIBIT L**

The following inventory of material on the property was provided by RE Solutions, Inc.  
The quantity presented based on site visit on 5 November 2020. Location of the materials are shown on Exhibit A.

Landfill Cap Material	Roll Count	Square Feet per Roll	Total Square Feet
Black 60 mil LLDPE	203	12600	2,557,800
White 60 mil LLDPE	183	12600	2,305,800
60 mil Micro spike LLDPE			59,800
2 mm Studliner	216	1968	425,088
Geotextile	1658	6000	9,948,000
12 oz. Geotextile			3,000
32 oz. Geotextile			708,750
Geonet	390	225	87,750
White 60 mil HDPE	121	12600	1,524,600

High-density polyethylene (HDPE) Pipes Rolls	Roll Count	Length per roll (foot)	Total Length (Linear foot)
HDPE Pipe Coil, 2" SDR 9x500ft	98	500	49,000
HDPE Pipe, 4" SDR 17x50 ft	160	40	6,400
HDPE Pipe, 4" SDR 17 DCS Pipe x 40ft	346	40	13,840
HDPE Pipe 2" SDR 11 Pipe x 40 ft	450	40	18,000
HDPE Pipe, 4" ADS SW Pipe x 100 ft Slotte	290	100	29,000

## **EXHIBIT "1" TO EXHIBIT L**

-1-

Straight HDPE Pipes	Unit	Quantity
HDPE Pipe, DR/PR, IPS, 40' sections, 18"	each	1
HDPE Pipe, DR/PR, IPS, 40' sections, 6"	each	10
HDPE Pipe, DR/PR, IPS, 40' sections, 3"	each	6
HDPE Pipe, 18" ADS SW Pipe x 40'	Linear feet	200
HDPE Pipe, 12" ADS SW Pipe x 40'	Linear feet	1,800
HDPE Pipe, 8" ADS SW Pipe x 50'	Linear feet	5,900
HDPE Pipe, 4" ADS SW Pipe x 40'	Linear feet	13,800
HDPE Pipe, 2" ADS SW Pipe x 40'	Linear feet	8,600
HDPE Hose, 2" coiled sections x 100'	Linear feet	2,200

Piles	Unit	Quantity
Piles, 60' compression	each	1
Piles, 55' compression	each	1
Piles, 80' compression	each	1

Miscellaneous Pipes	Unit	Quantity
24" RCP, 4' sections	each	3
36" RCP, 4' sections	each	3
Ductile Iron Pipe, 10' sections, 3"	each	18
Schedule 40 Waste Pipe, 8"	LF	220
Schedule 40 Waste Pipe, 6"	LF	420
Schedule 40 Waste Pipe, 4"	LF	120
Schedule 40 Waste Pipe, 3"	LF	220
Schedule 40 Waste Pipe, 2"	LF	80
Schedule 40 PVC, NEMA, 2 1/2"	LF	560
Schedule 40 PVC, NEMA, 4 1/2"	LF	340
Schedule 40 PVC, NEMA, 1 1/4"	LF	1,800
Schedule 40 PVC, NEMA, 3"	LF	1,420
Schedule 40 PVC, NEMA, 5"	LF	2,360
Schedule 40 PVC, NEMA, 4"	LF	1,700
Schedule 40 PVC, NEMA, 2"	LF	2,200
Schedule 40 PVC, NEMA, 1"	LF	733

Pipe parts	Unit	Quantity
Galvanized Pipe Bends (45 Degree), 4"	each	16
Galvanized Pipe Fittings, threaded rod	pallets	2
Schedule 40 PVC Fittings, Couplings, Valves	pallets	16
Schedule 40 PVC Fittings, Couplings, Valves	pallets	2

EXHIBIT "1" TO  
EXHIBIT L

-2-

Miscellaneous Materials	Unit	Quantity
Landfill Gas Header Condensate Sumps	each	12
Geofoam Blocks	cubic feet	44,086
Rebar	pound	733,243
Threaded Rods with bolts, 2" - 1/8"	each	2,200
Formwork Bolts (double ended w/ plates)	each	100
Keyways, 3 1/2" x 10' long, 25 pieces per box	boxes	10
Orange Snow Fence rolls	rolls	100
GCCS Vaults	each	13
Pallets of MDF	each	1
Pallets of C/D Plywood	each	2
Pallets of CMU Bricks	each	11
File Cap Boots	each	1,566
Embed Rings	each	1,055
Misc. Tarps Scrim for Ponds	each	25
Sumps	each	15
Hydrocarbon Mitigation Agent	gallons	450
Sodium Bentonite - Enviroplug	bags	420
Sodium Bentonite - Enviroplug	bags	216

Soil Stockpile Remaining after Lenardo Drive Street Improvement Construction  
Stockpile Shown on Exhibit B

Stockpile Shown on Exhibit 2	Type	Volume (cubic yard)
Stockpile 1	Select Fill	50,000
Stockpile 2/3	Select Fill	2,100
MISC 1	Building Protection System aggregate	2,500
MISC 2	Fine	10,000
MISC 3	Clay	7,000

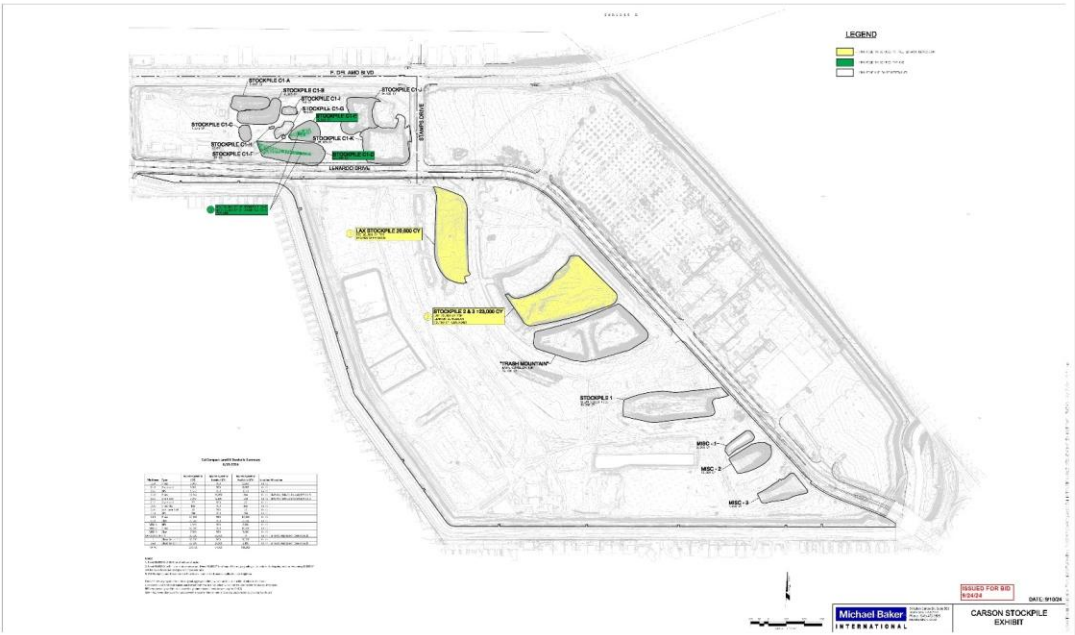
EXHIBIT "1" TO  
EXHIBIT L

**EXHIBIT "2" TO EXHIBIT L**



**EXHIBIT "2" TO  
EXHIBIT L**





**SCHEDULE 1**  
**FORM OF QUITCLAIM DEED**  
[Attached]

## EXHIBIT M

### FUNDING AND COOPERATION AGREEMENT

THIS FUNDING AND COOPERATION AGREEMENT ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_, 2025 ("**Effective Date**") by and between CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Developer**") and the CARSON RECLAMATION AUTHORITY, a California joint powers authority ("**Authority**"). Authority and Developer are sometimes referred to herein, individually as a "**Party**" and collectively, as the "**Parties**".

### R E C I T A L S :

**A.** Developer and Authority are parties to that certain Amended and Restated Option Agreement and Joint Escrow Instructions dated \_\_\_\_, 2025 ("**Option Agreement**"). Pursuant to the Option Agreement, Developer is acquiring the real property described in Exhibit A attached hereto ("**Property**"), which constitutes approximately 87 net acres of that certain 157 gross acres of real property located in the City of Carson and known as the former Cal-Compact Landfill (the "**Site**" or "**157 Acre Site**"). Initially capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Option Agreement.

**B.** The Option Agreement includes obligations on behalf of Authority and Developer, respectively, that are to be performed following Developer's acquisition of fee title to the Property (such obligations as described in the Option Agreement and detailed herein, the "**Ongoing Obligations**"). Developer's acquisition of the Property and the development of its proposed Project shall be subject to the terms and conditions set forth in Exhibit E, attached to the Option Agreement, as well as the terms and conditions set forth in the MAPO, the Phased Development Letter, the RAP, the LUC, the 1995 Consent Decree, and that certain Agreement and Covenant Not to Sue, made by Developer in favor of DTSC, dated July 22, 2024 (the "**PPA**") (collectively, together with all other regulatory requirements applicable to the Remainder Cells imposed by DTSC or any other governmental agency, as well as all Environmental Laws, are collectively referred to herein as the "**Environmental Regulatory Requirements**").

**C.** The Parties are entering into this Agreement with the express intention of memorializing the Ongoing Obligations.

### A G R E E M E N T S :

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties hereto agree as follows:

**1. Funding Obligations.** The following payments shall be made by Developer to the Authority as provided below.

- a. **Monthly Funding Payments.** Commencing on January 1, 2025, Developer shall pay the Authority equal monthly payments of One Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and 67 cents (\$166,666.67) ("**Monthly Funding Payments**"), for a total of Sixteen Million Five Hundred Thousand Dollars (\$16,500,000.00) ("**Maximum Funding Payment Amount**"), subject to the provisions of Section 1(b) below. If Developer is ever assessed under Community Facilities Financing District No. 2012-2 (The Boulevards at South Bay-Capital Improvements) of the City of Carson ("**CFD 2012-2**"), for which the City of Carson

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("City") has currently ceased the levy related special taxes and extinguished and cancelled all related liens, the Monthly Funding Payments shall be reduced by the amount of such assessments, the Maximum Funding Payment Amount shall be reduced by the total amount of any assessments incurred by Developer pursuant to CFD 2012-2.

- b. **CRA Carry Costs.** Developer shall be obligated to pay to the CRA the CRA Carry Costs until the Carry Costs Termination Date (as defined below). "CRA Carry Costs" means one hundred percent (100%) of the Authority's monthly operation and maintenance costs that are attributable to the Property (i.e., 60% - its proportional share based on the acreage of the Remainder Cells in relation to the overall net Site acreage), for the Remedial Systems installed on the Site (which include the costs of maintaining the Site and operating the Remedial Systems, plus utilities, DTSC oversight and similar expenses).
- c. **Payments Under Existing CFD.** At Closing under the Option Agreement, the Property became subject to the taxes and terms set forth under Community Facilities District No. 2012-1 of the City of Carson (The Boulevards at South Bay - Remedial Systems Operations Maintenance and Monitoring) (the "**Existing CFD**"). Some of the costs now included in the CRA Carry Costs will be charged by the Authority against the Property through the Existing CFD; the Existing CFD charges in arrears. Developer shall not be responsible for "double payments" by being required to pay any CRA Carry Costs to the extent that such CRA Carry Costs are also included within the Existing CFD and are charged against the Property.
- d. **CRA Carry Costs Termination Date.** Developer's obligations with respect to payments of CRA Carry Costs to the Authority shall cease and terminate on the date that is the earlier to occur of the following: (A) ninety (90) days following Developer's first payment under the Amended CFD (as defined in Section 2(b) below), or (B) October 1, 2025 (as applicable, the "**Carry Costs Termination Date**").

2. **Community Facilities Districts.** The following provisions apply with respect to the Existing CFD.

- a. **Reconciliation.** The Parties shall work together following any payments made by Developer under the Existing CFD (each a "**Payment Under Existing CFD**") to reconcile any CRA Carry Costs previously paid by Developer for the Property that can be attributable to a Payment Under Existing CFD (such amounts of the CRA Carry Costs that can be attributed to the Existing CFD, the "**Differential**") and Developer shall receive a credit for the amount of any such Differential, which shall be applied to future invoices from the Authority to Developer with respect to CRA Carry Costs incurred by the Authority with respect to the Property to the extent payable by Developer under this Agreement.
- b. **Restructuring.** The Parties shall work in good faith to negotiate and restructure the Existing CFD to amend and restate the Existing CFD in accordance with the terms set forth under Exhibit K to the Development Agreement No. 29-2021, which restructuring shall require approval from the City Council of the City of Carson (if so amended, the "**Amended CFD**"). The Authority agrees that the Amended CFD shall exclude the retail and parkland on Carson Place from the imposition of any assessments thereunder. The Parties' obligations to cooperate on the Amended CFD shall include the obligation to negotiate in good faith and enable the CFD Covenant to be recorded in the Official Records against the Site, which is required to implement the terms of the Amended CFD, and shall include provisions for the reconciliation of the expenses incurred by the Authority to perform the obligations under the Amended CFD, including, without limitation, the operation and maintenance ("**O&M**") of the Remedial

Systems, against the amounts collected under the Amended CFD for funding those obligations, and require payment of funding shortfalls by the owners of the Cells through the budget and assessment process.

**3. Lenardo Infrastructure.** The Authority shall construct and ensure the provision of the Lenardo Drive, Stamps Road and associated public infrastructure (including any and all buffer zones required for Cell 1 and Cell 2 to the extent required as part of the Lenardo Drive construction) as set forth in the Option Agreement (collectively, the "**Lenardo Infrastructure**") to assure accessibility to the 157 Acre Site as further described in Exhibits E and K of the Option Agreement.

**4. First Right of Negotiation for Cell 2.** In the event that the Conveyancing Agreement (the "**CAM Agreement**") between the Authority and CAM-CARSON, LLC ("**CAM**") is terminated for the Cell 2 Project or a settlement is not reached with CAM, Developer shall be given a first right of negotiation by Authority to be selected as the developer for the Cell 2 Project (which may be modified for a residential, commercial or mixed-use project (but not for any industrial use), and which project may require an amendment to the Specific Plan and/or additional environmental approvals under CEQA). If Developer and Authority are unable to come to final terms and conditions as the selected developer for a project upon Cell 2 within ninety (90) days of the Authority's written notice of the negotiation opportunity, then the first right of negotiation set forth herein shall no longer apply.

**5. 157 Acre CC&Rs.** The Authority and Developer shall work in good faith for a period of ninety (90) days following the Effective Date to finalize a Declaration of Covenants, Conditions and Restrictions, encumbering the Site (the "**157 Acre Covenants**"), to be recorded in the Official Records of Los Angeles, California ("**Official Records**") promptly thereafter. In the event the 157 Acre Covenants are not executed within such ninety (90) day time period, then the definition of the Carry Costs Cap set forth in Section 3.1(b) of the Option Agreement shall be revised from \$250,000 per month to \$300,000 per month, unless the execution of the 157 Acre Covenants has been delayed due to the Authority's unwillingness or failure to execute the 157 Acre Covenants despite the fact that the final form of such agreement have been negotiated and agreed to between the Developer and the Authority.

**6. Embankment Signage.** Developer shall be allocated an 88-ft tall (25-ft wide) digital static sign (the "**Pylon Sign**") located on the Embankment Lot in the southernmost location on the Embankment Lot in accordance with the Specific Plan dedicated to advertising onsite tenants. Authority shall retain ownership of the Embankment Lot and shall not develop the Embankment for any purpose other than for signage, landscaping and other improvements incidental thereto, which landscaping and other improvements shall be developed and maintained in a manner which does not screen the signage, and otherwise in accordance with landscaping and maintenance standards set forth in the 157 Acre Covenants. Authority will assist Developer in obtaining such rights and permits as shall be needed for planned project signage on the Embankment Lot. Authority will support Developer in seeking to have Caltrans approve portions of the Embankment Lot as non-landscaped to promote signage placement flexibility.

**7. Insurance.** The Authority shall maintain the following insurance policies:**[GT TEAM TO REVIEW AND CONFIRM PROVISIONS]**

- a. **General Liability Insurance.** Authority shall maintain the primary general liability insurance policy issued by United Specialty Insurance Company and excess commercial general liability insurance policies issued by Endurance American Specialty Insurance Company and Ambridge each with a term expiring no earlier than October 12, 2025 covering the entire Site and meeting the requirements of Section 4.01 of the Insurance Administration Agreement ("**GL Policy**").

- b. **Property Insurance.** Authority shall maintain the property insurance policy issued by Starr Technical Risks Policy Number [\_\_\_\_\_] with total insured values of \$58,731,848 with a term expiring no earlier than October 12, 2025 covering the entire Site ("**Property Policy**") and meeting the requirements of Section 4.01 of the Insurance Administration Agreement.
- c. **PLL Policies.** Neither the site-specific pollution legal liability program issued by Beazley as Policy No. B0901EK1702322000 and the excess policies issued by Ironshore as Policy No. 003389700, Great American Insurance Group as Policy No. EEL E240608 00, XL Catlin as Policy No. XEC0051209 and Zurich as Policy No. AEC 0386238 00 with an effective date of December 31, 2017 to December 31, 2027 (the "**Existing PLL Policy**") nor the pollution liability policy as described in that certain policy B0509BOWC12351958 issued by Beazley dated January 3, 2024 ("**Bridge PLL**") will be cancelled or terminated by the Authority before the expiration of its term without the prior written consent of Developer.
- d. **Cooperation.** The Authority agrees to cooperate with Developer in deleting, changing and/or adding names of additional insureds on the Existing PLL and the Bridge PLL, including, without limitation, possibly individuals and newly formed entities.

8. **Remedial Systems.** The Authority shall at all times be the owner of, and responsible party, for the Remedial Systems, including, without limitation, the long-term operation and maintenance of the landfill cap, the landfill gas collection and control system, and the groundwater extraction and treatment system on the Site (collectively, "**Remedial Systems**"), including without limitation, during the period that Developer is performing the Developer's Environmental Obligations pursuant to the Option Agreement and/or constructing new Remedial Systems at, on and under the Property. In the event that Authority determines, in its reasonable discretion, that an event or circumstance exists that is likely to cause a substantial and imminent endangerment to public health or the environment, then Authority shall provide written notice thereof to Developer and Developer shall work in good faith with Authority to promptly mitigate such conditions, including without limitation, temporarily ceasing construction activities at all or a portion of the Property.

9. **Self Help.** [THESE TERMS MUST BE CONFORMED WITH THE FINAL A&R OPTION AGREEMENT] In the event that the Authority is in default of its obligations to perform the Lenardo Infrastructure pursuant to the schedule established for such work between Authority and Developer and approved by both parties in writing or its obligations with respect to the operation and maintenance of the Remedial Systems ("**Default Work**"), after receiving the notice and opportunity to cure as provided in Section 10 below, then Developer shall have the right, but not the obligation, to elect to perform the Default Work by providing written notice to the Authority (and the DTSC, if related to the Remedial Systems) ("**Self Help**"). If Developer elects Self Help with respect to the Lenardo Infrastructure, Authority shall be required to refund Developer the amount of any unspent portion of the Lenardo Developer Payment and Developer shall use such amounts to directly fund such Default Work. If Developer elects Self Help, Authority shall promptly enter into a commercially reasonable access license agreement (consistent with the terms of the License Agreement) in order to permit Developer to access the Remainder Property, as necessary, to perform the Default Work. Any expenditure of Developer's funds to pay for Default Work, shall be recoverable by Developer as damages and until reimbursed in full, shall be deemed to be a loan to the Authority secured by a real property security interest in Cell 1 and Cell 2 (if and to the extent owned by the Authority at the time of such self-help), and shall be documented by means of one or more separate loans with commercially reasonable terms, with a mechanism included whereby such loan shall be assumed by the future buyer(s) or ground lessee(s) of the Surface Lots of Cell 1 or Cell 2, unless that party is the Developer or an affiliated entity ("**Related Party**"), in which event the amount of such loan shall be to the Related Party by the Authority for any amounts due and payable to the Authority by the Related Party for Cell 1 or Cell 2, as applicable (i.e., purchase price credit or rent offset).

**10. Notice and Opportunity to Cure.** The Party seeking relief for a default ("**Non-Defaulting Party**") in its discretion may elect to declare a default under this Agreement for any breach or failure by the other Party (the alleged defaulting Party, the "**Defaulting Party**") under this Agreement; provided that the Non-Defaulting Party must first comply with Section 10.1(a) hereof and thereafter provide written notice to the Defaulting Party setting forth in detail the nature of the breach or failure and the actions, if any, required to cure such breach or failure ("**Notice of Default**"). The Defaulting Party shall be deemed to be in "**Default**" under this Agreement if they fail to take such actions specified in the Notice of Default and cure such Default (x) within thirty (30) calendar days after the date of its receipt of the Notice of Default for monetary defaults and (y) for all other defaults, within sixty (60) calendar days after the date of its receipt of the Notice of Default; provided, however, if any such Default cannot be cured within the applicable time period, then the Defaulting Party shall not be deemed in breach of or in Default under this Agreement if and as long as such Party does each of the following: (i) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the timeframe specified in the Notice of Default; (ii) Notifies the Non-Defaulting Party of its proposed course of action to cure the default; (iii) Promptly commences to cure the default within the timeframe specified in the Notice of Default; (iv) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and (v) Diligently prosecutes such cure to completion. Developer shall have the right to audit the books and records of the Authority to verify any monetary payments made by or sought from Authority hereunder and Authority shall cooperate therewith.

- a. **Dispute Resolution.** Prior to any Party issuing a Notice of Default, the Non-Defaulting Party shall inform the Defaulting Party either orally or in writing of the alleged default and request a meeting to meet and confer over the alleged default and how it might be corrected. The Parties through their designated representatives shall meet within ten (10) calendar days of the request therefor, and shall meet as often as may be necessary to correct the conditions of default, but after a minimum period of negotiation of at least sixty (60) days following the initial meeting, either Party may terminate the meet and confer process and revive the claim of default by proceeding with a formal Notice of Default under this Section 10.

**11. Reciprocal Indemnification.**

- a. **By Developer.** Developer shall defend, save and hold Authority and its Board, officers, agents, representatives, attorneys, employees and each of the entities constituting Authority, and the City (including the City's officers, officials, representatives, agents, attorneys, and employees) (collectively, "**Released Parties**") harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, claims, costs, demands, personal injury or death (collectively, "**Claims**"), which may arise, directly or indirectly, from:
  - (i) any act or omission of Developer, its agents or contractors that causes damage to any of the Remedial Systems or other components of the Site located beyond the boundary of the Remainder Cells;
  - (ii) any Claims from a third-party contractor, consultant, vendor or supplier relating to or arising from the performance of Developer's obligations under this Agreement, including without limitation, claims for nonpayment of amounts due from Developer to such third-party contractor, consultant, vendor or supplier;
  - (iii) regulatory fines, Claims, and administrative penalties imposed upon Authority or the Site with respect to remedial obligations of Developer hereunder on the Remainder Cells or the subsurface components thereof prior to the approval by DTSC of a RACR, including, without limitation, Claims arising out of Developer's



failure to construct the Remedial Systems in accordance with the terms herein and/or under the Option Agreement;

- (iv) any act or omission of Developer, its agents or contractors that causes damage to any of the Remedial Systems on, at or under one or more of the Remainder Cells through and including the date that is one (1) year after DTSC's approval of the RACR for each respective Remainder Cell (it being agreed that this one (1) year period shall be determined and apply separately to each Remainder Cell based upon the date the RACR is issued for each particular Remainder Cell); and
- (v) after DTSC's approval of a RACR for a given Remainder Cell, Developer's acts or omissions that damage the Remedial Systems on that Remainder Cell, (1) during any subsurface work performed by Developer (approved by DTSC) and through and including the date that is one (1) year after completion of such subsurface work in compliance with the PPA together with all other regulatory requirements applicable to the Remainder Cells imposed by DTSC or any other governmental agency, as well as all Environmental Laws (as defined below), and all Environmental Regulatory Requirements; and (2) violations by Developer, its agents or contractors of any Environmental Regulatory Requirements on that Remainder Cell;

provided, however, that (i) to the extent that the insurance policies described in this Agreement or the Insurance Administration Agreement provide coverage for any of the aforementioned Claims, the obligations of Developer under this Section 11(a) shall not apply to the extent that coverage for defense and payment of loss, in any amount, is provided to Authority thereunder, whereupon performance by such insurers shall be deemed to satisfy the obligations of Developer under this Section 11(a); and (ii) the obligations of Developer under this Section 11(a) shall not apply to any Claims resulting from the negligence or willful misconduct of Authority, or its Board, officers, agents or employees. In any matter seeking to enforce the indemnities described in this Section 11(a), the Authority shall have the burden of proof.

b. **By Authority.** Authority shall defend, save and hold Developer harmless from any and all Claims which may arise, directly or indirectly, from:

- (i) any act or omission of Authority, its agents or contractors that causes damage to any of the Remedial Systems or other components of the Site;
- (ii) any Claims from a third-party contractor, consultant, vendor or supplier relating to or arising from the performance of Authority's obligations under this Agreement, including without limitation, claims for nonpayment of amounts due from Authority to such third-party contractor, consultant, vendor or supplier; and
- (iii) regulatory fines, Claims and administrative penalties imposed upon Developer or the Site with respect to remedial obligations of Authority hereunder on the Site prior to the approval by DTSC of a RACR for the Remainder Cells;

provided, however, that (i) to the extent that the insurance policies as described in this Agreement or the Insurance Administration Agreement provide coverage for any of the aforementioned Claims, the obligations of Authority under this Section 11(b) shall not apply to the extent that coverage for defense and payment of loss, in any amount, is provided to Developer thereunder, whereupon performance by such insurers shall be

deemed to satisfy the obligations of Authority under this Section 11(b); and (ii) the obligations of Authority under this Section 11(b) shall not apply to any Claims resulting from the negligence or willful misconduct of Developer, or its officers, agents or employees. In any matter seeking to enforce the indemnities described in this Section 11(b), the Developer shall have the burden of proof.

**12. Schedule Of Performance.** The Schedule of Performance attached as **Exhibit C** sets forth the estimated schedule for the performance [of each Parties' obligations under this Agreement, including, but not limited to, the construction and completion of the Lenardo Infrastructure, Remedial Systems, Building Protection System, Site Development Improvements] [attached as Exhibit D][THERE IS NO EXHIBIT D], and the Project described in the Development Agreement, SEIR, and Minor Modification to the Development Agreement dated February 29, 2024 ("**Project**"). The Parties agree to use their commercially efforts to perform their obligations in accordance with the Schedule of Performance, subject to market fluctuations and Force Majeure events (as defined in Section 14 below).[TO DISCUSS – THERE IS NO SCHEDULE ATTACHED. THE SCHEDULE CGO PROVIDED IN THE OPTION AGREEMENT DOES NOT IMPOSE ANY OBLIGATIONS UPON THE AUTHORITY]

**13. Remedies.**

**a. Developer Remedies.**

- (i) Subject to the terms and conditions set forth in Section 10 above, Developer shall have the following non-exclusive remedies (each of which shall be exercisable in its sole and absolute discretion) following the occurrence of an uncured material Default by the Authority:
  - (1) **Payments.** Developer shall be immediately relieved of all payment obligations under this Agreement.
  - (2) **Self-Help.** Developer may exercise, at its sole election, its self-help rights, subject to the terms of and as specifically provided for in this Agreement.
  - (3) **Specific Performance.** Developer may maintain an action for specific performance, to the extent it is legally entitled to same pursuant to a final determination by the Los Angeles County Superior Court.

- b. Authority's Remedies for Monetary Defaults of Developer.** Subject to the notice and cure periods set forth in Section 10, in the event Developer fails to meet any of its monetary obligations under this Agreement following Closing, then the Authority shall be entitled to commence an action for monetary damages. Due to the complex trade-off of rights under the Option Agreement and this Agreement, there shall be no recovery for monetary damages for a breach or Default of this Agreement except for the express rights set forth in this Agreement in favor of a Party for reimbursement of amounts due under this Agreement. The Parties shall be entitled to equitable relief in the form of specific performance or injunction in the event of a violation of the terms hereof following (a) utilization of the dispute resolution process set forth in Section 10, and (b) a final determination by the Los Angeles County Superior Court.

**14. Time of Essence; Force Majeure.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. All times provided in this Agreement for the performance of any act shall be strictly construed. Notwithstanding the foregoing, each Party shall be entitled to extension of its deadlines for performance to the extent that such Party's performance is actually

delayed by war; acts of terrorism; insurrection; strikes or lock-outs; riots; floods; earthquakes; fires; casualties; pandemics; epidemics; quarantine restrictions; freight embargoes; lack of transportation; challenges to this Agreement, or enjoins construction or other work or prevents or suspends construction work; inability to secure necessary labor, materials or tools and other similar causes beyond the reasonable control and without the fault of the delayed Party (collectively, "**Force Majeure**"). In the event of any claimed Force Majeure delay, except as otherwise set forth in this Agreement, the claiming Party must notify the other Party in writing of the events giving rise thereto within thirty (30) days of their commencement and termination (and shall be entitled to extension of its deadlines for performance only from the date that is thirty (30) days prior to the date of such notice of commencement).

**15. Attorneys' Fees.** In any action between the Parties hereto, seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Property, the prevailing Party in such action shall be entitled, to have and to recover from the other Party its reasonable attorneys' fees and other reasonable expenses including consultant and expert witness fees in connection with such action or proceeding, in addition to its recoverable court costs.

**16. Transfer Of Rights.**

- a. **Prior to Completion of the Project.** Developer may Transfer (as defined below) its rights and obligations under this Agreement to any person or entity ("**Pre-Completion Transferee**") following the prior written consent of the Authority, which consent shall be given in the Authority's reasonable discretion within thirty (30) days of request, such reasonableness being based on the following factors: (i) Pre-Completion Transferee's financial strength capitalization and/or its ability to obtain financing as the same relates to the portion of the Project being Transferred, (ii) the Pre-Completion Transferee's experience with projects that are comparable to the portion of the Project proposed to be Transferred, (iii) the identity of the principals and management team assigned to such portion of the Project proposed to be Transferred, and (iv) its receipt of an executed assignment and assumption agreement in a form approved by the Authority ("**Transfer Agreement**") accepting and assuming the obligations of Developer hereunder with respect to such portion of the Project proposed to be Transferred. Upon such Transfer, Developer shall be fully released of all of its obligations under this Agreement for the portion of the Project so Transferred except as specifically stated in this Agreement. Any assignee of Developer's rights hereunder shall be subject to the terms and conditions of this Agreement (and any amendments thereto), the Insurance Administration Agreement, the License Agreement, the LOC Easement, the 157 Acre Covenants and the CFD Covenant (if finalized by then), and the Grant Deed (and all easements provided therein), but only to the extent specifically assigned to such assignee, and only to the extent relating to the portion of the Project being transferred. The term "**Transferred**" or "**Transfer**" means any hypothecation, sale, conveyance, ground lease, assignment or other transfer of the Developer's obligations / rights under this Agreement or of any portion of the Property. For avoidance of doubt, a Transfer shall not include a master lease, space lease, or sublease of all or any portion of the Property to a user of the Property.
- b. **Right to Transfer After Issuance of Certificate of Completion for the Project.** Following the date of the issuance of a Certificate of Completion required for the portion of the Project then proposed to be Transferred by Developer, Developer (or any previously approved Pre-Completion Transferee) may, in its sole and absolute discretion, freely Transfer all or any portion of this Agreement or all or any interest, obligation, or right hereunder, to any entity or person (whether or not owned and controlled by or affiliated with Developer or with a any previously approved Pre-Completion Transferee), provided that Developer (or such Pre-Completion Transferee) notifies the Authority at least ten (10) days prior to any such Transfer

and provides a fully-executed Transfer Agreement, and if the Transfer is comprised of any portion of Carson Place, promptly supplies the Authority with any documents or information reasonably requested by the Authority regarding such Transfer to confirm it meets the requirements set forth in the last sentence of this subsection. Upon such Transfer, Developer (and/or, if applicable, the Pre-Completion Transferee), shall be released of its obligations under this Agreement with respect to the portion of the Project so Transferred except as specifically stated in this Agreement or as provided in the Development Agreement. Notwithstanding anything to the contrary herein, with respect to the Carson Place, the proposed transferee must have either (a) substantial experience in leasing and operating projects similar to the Carson Place ("**Comparable Projects**"), or (b) has contractually retained third parties that have substantial experience in leasing and operating Comparable Projects.

- c. **Permitted Transfers.** Notwithstanding anything to the contrary in this Agreement, the following Transfers shall be permitted at any time without any prior consent of the Authority (any such assignee or transferee described in this Section 16(d) hereinafter referred to as a "**Permitted Transferee**" and any such Transfer, a "**Permitted Transfer**");
- (i) Any Transfer to any entity that is affiliated with or related to (by virtue of an ownership interest, management agreement or voting right) either Faring Capital LLC or an affiliated company ("**Faring Entity**") and which is sufficiently capitalized for the development and completion of the Project (or applicable portion thereof); or
  - (ii) A Transfer of direct or indirect interests in and to Developer or Pre-Completion Transferee of up to 45% of the ultimate ownership interests in and to Developer or Pre-Completion Transferee (in the aggregate); provided, however, in either such case, Faring Entity shall remain obligated to act as development manager/consultant for the Developer Pre-Completion Transferee through substantial completion of the Project with the identity of the principal representatives tasked with oversight of the Project on behalf of Faring Entity subject to reasonable approval by the Authority. The Parties agree that the following individuals are pre-approved for such purpose: Jason Iloulian, William Trueblood, Brendan Kotler, and Darren Embry.
- d. **Rights of Transferees.** Any permitted assignees/transferees of this Agreement shall be entitled to all of the benefits of Developer under this Agreement.
- e. **Authority.** The Authority shall not have the right to assign or transfer this Agreement without the prior written consent of the then-holder of the rights of "Developer" under this Agreement, which may be given or withheld in the sole and absolute discretion of such Party, unless (i) such assignment or transfer is made to a public agency having sufficient resources and assets to satisfy the obligations of Authority hereunder and with respect to the Site, (ii) such assignment or transfer is approved by DTSC, and (iii) following such assignment or transfer the Enterprise Fund Agreement remains funded or another sources of funding with at least the same amount of funding in the Enterprise Fund at the time of transfer is in place and in effect, in which case, the Authority need not obtain prior consent from Developer.
- f. **No Approval Needed for Certain Transfers.** Authority's approval of a Transfer of any portion of the Property under this Agreement shall not be required in connection with any of the following (which shall also for purposes hereof be deemed a Permitted Transfer):

- (i) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing, and any resulting foreclosure, sale or assignment in lieu thereof.
- (ii) The granting of covenants, easements and/or dedications to facilitate the development of the Property.
- (iii) A transfer of common areas to a duly-organized property owner's association.

g. **Release of Developer.** Upon the written consent of Authority to a partial or full Transfer of this Agreement, or in connection with any Permitted Transfer, and the express written assumption of the assigned obligations of Developer under this Agreement by the assignee pursuant to a Transfer Agreement, Developer shall be relieved of the assigned obligations under this Agreement with respect to the applicable interest in the Agreement so transferred, as long as there does not existing a Developer Default under the terms of this Agreement prior to the Transfer (in which case Developer shall not be released from these obligations that are in default until such default is cured)..

**17. Notices.** Any notices, requests, demands, documents approvals or disapprovals given or sent under this Agreement from one Party to another (each a "**Notice**", and collectively, the "**Notices**") shall be given to the Party entitled thereto at its address set forth below or at such other address as such Party may provide to the other Parties in writing. Any such Notice may be given (i) by personal delivery which will be deemed received on the day of delivery; (ii) by national overnight delivery service which shall be deemed received the following day; (iii) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the Party to whom the Notice is directed as set forth below; or (iv) electronic mail so long as Notice is also provided simultaneously pursuant to one of the above described provisions for hard-copy Notice, addressed as follows which shall be deemed delivered upon electronic confirmation of receipt by the addressee to the sending party:

<p>To Authority:  Carson Reclamation Authority  701 East Carson St.  Carson, CA 90745  Attention: Executive Director  Email: jraymond@carsonca.gov</p>	<p>To Developer:  Carson Goose Owner, LLC  659 N. Robertson Blvd.  West Hollywood, CA 90069  Attention: William Trueblood  Email: chris@faring.com</p>
<p>With a Copy to:  Aleshire &amp; Wynder, LLP  1 Park Plaza, Suite 1000  Irvine, CA 92614  Attention: Sunny Soltani  Email: ssoltani@awattorneys.com</p>	<p>With Copies to:  Allen Matkins Leck Gamble Mallory &amp; Natsis LLP  2010 Main Street, Suite 800  Irvine, California 92614  Attention: Pamela Andes  Email: pandes@allenmatkins.com</p>
	<p>Allen Matkins Leck Gamble Mallory &amp; Natsis LLP  1901 Avenue of the Stars</p>

	Los Angeles, California 90067-6019 Attention: Tony Natsis and Crystal Lofing Email: tnatsis@allenmatkins.com; clofing@allenmatkins.com
	Rand Paster & Nelson LLP 633 West Fifth Street, 64th Floor Los Angeles, CA 90071 Attention: Dave Rand Email: dave@rpnllp.com

**18. General Provisions.**

- a. **Entire Agreement; Incorporation of Certain Terms from Option Agreement.** All terms and provisions set forth in Exhibits E and K to the Option Agreement are incorporated herein. This Agreement, together with that certain Second Amended and Restated Reimbursement and Deposit Agreement, between the Parties, dated May 1, 2022, and further amended by that certain letter amendment dated June 18, 2024 (as so amended, and as may be further amended from time to time, the "**Reimbursement Agreement**"), shall supersede all prior agreements and understandings, whether oral or written, between and among Developer and the Authority with respect to the matters contained in this Agreement or the Reimbursement Agreement.
- b. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the enforcement of the terms and conditions of this Agreement. The venue for any dispute shall be Los Angeles County Superior Court.
- c. **No Waiver.** No delay or omission by either Party in exercising any right or power accruing upon the compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.
- d. **Amendment; Termination.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by a written instrument or endorsement thereon and in each such instance executed by both Parties. Upon termination of this Agreement, except as expressly provided otherwise herein (i) neither Party shall have any right, remedy or obligation under this Agreement, except that any indemnification provisions shall survive such termination; and (ii) each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity and expressly waives any rights to consequential damages or special damages from the other Party.
- e. **Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is

held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- f. **Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. In the event of any conflict between the terms of this Agreement and the terms contained in the License Agreement, the terms of the License Agreement shall control. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a Party under any rule of construction, including the Party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- g. **No Third-Party Beneficiaries.** This Agreement is only between the Parties and is not intended to be nor shall it be construed as being for the benefit of any third party.
- h. **No Liability.** No official, officer, employee or agent of the Authority or Developer shall have any personal liability under this Agreement.
- i. **Good Faith.** Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. The Parties acknowledge and agree that the Authority and City are separate entities and the City is not a party to this Agreement. However, the Authority, to the extent legally permissible, shall encourage the City to undertake its actions provided hereunder as expeditiously as possible and in the spirit of this Agreement.
- j. **Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart. The signature of any Party to this Agreement transmitted to any other Party by facsimile or e-mail shall be deemed an original signature of the transmitting Party.
- k. **Recordation.** A Memorandum of this Agreement shall be recorded in the Official Records of Los Angeles County, California.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

DEVELOPER:

CARSON GOOSE OWNER, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: William Trueblood  
Title: Manager

AUTHORITY:

CARSON RECLAMATION AUTHORITY,  
a California joint powers authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw  
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Sunny Soltani, Authority Counsel

**EXHIBIT A TO EXHIBIT M**

**REAL PROPERTY**

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EXHIBIT A TO  
EXHIBIT M

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**EXHIBIT B TO EXHIBIT M**

**SITE**

EXHIBIT B TO  
EXHIBIT M

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**EXHIBIT C TO EXHIBIT M**  
**SCHEDULE OF PERFORMANCE**

EXHIBIT C TO  
EXHIBIT M

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**EXHIBIT N**

**MEMORANDUM OF FUNDING AND COOPERATION AGREEMENT**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO**

Allen Matkins Leck Gamble Mallory  
& Natsis LLP  
2010 Main Street, Suite 800  
Irvine, California 92614  
Attention: Pamela Andes

Allen Matkins Leck Gamble Mallory  
& Natsis LLP  
1901 Avenue of the Stars  
Los Angeles, California 90067-6019  
Attention: Tony Natsis and Crystal  
Lofing

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov Code §6103)

**MEMORANDUM OF FUNDING AND COOPERATION AGREEMENT**

THIS MEMORANDUM OF FUNDING AGREEMENT AND COOPERATION AGREEMENT ("Memorandum of Funding and Cooperation Agreement"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between CARSON RECLAMATION AUTHORITY, a California joint powers authority ("Authority"), and CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("Developer").

**RECITALS**

A. Authority and Developer have entered into that certain Funding and Cooperation Agreement dated as of \_\_\_\_\_, 2025 (the "**Funding and Cooperation Agreement**"), pursuant to which Authority and Developer have agreed to certain terms and conditions relating to the real property located in the City of Carson, County of Los Angeles, State of California, and more particularly described on Exhibit "A" attached hereto ("**Site**"), and the Developer has acquired that certain portion of the Site, referred to as the "**Property**" herein and described on Exhibit "B" attached hereto, pursuant to that certain Grant Deed, executed between the Authority and Developer concurrently with this Memorandum of Funding and Cooperation Agreement.

B. Authority and Developer desire to execute this Memorandum of Funding and Cooperation Agreement to provide constructive notice of the Funding and Cooperation Agreement to all third parties.

EXHIBIT N

-1-

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Funding, Performance and Cooperation Obligations.** The Funding and Cooperation Agreement includes terms and provisions regarding payment obligations by Developer, performance obligations by Developer and Authority, respectively, and cooperation obligations, among others. The terms and provisions of the Funding and Cooperation Agreement hereby incorporated into this Memorandum of Funding Agreement by this reference as if set forth herein in full. To the extent that any provision of this Memorandum of Funding and Cooperation Agreement conflicts with any provision of the Funding and Cooperation Agreement, the Funding and Cooperation Agreement shall control.
2. **Successors and Assigns.** The terms, provisions, covenants and conditions contained in this Memorandum of Funding and Cooperation Agreement shall apply to, bind and inure to the benefit of the heirs, successors, executors, legal representatives and assigns, of Authority and Developer, respectively. Developer hereby declares that all of the Property shall be held, sold, conveyed, and encumbered subject to the terms of this Memorandum of Cooperation and Funding Agreement. The covenants, conditions, restrictions, set forth herein shall run with the Property and shall be binding upon all persons having any right, title or interest in the Property.
3. **Governing Law.** This Memorandum of Funding and Cooperation Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
4. **Counterparts.** This Memorandum of Funding and Cooperation Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party or parties to this Memorandum of Funding and Cooperation Agreement attached thereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Memorandum of Funding and Cooperation Agreement is made and executed as of the date first set forth above.

**DEVELOPER:**

CARSON GOOSE OWNER, LLC,  
a Delaware limited liability company

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

Title:

**AUTHORITY:**

CARSON RECLAMATION AUTHORITY, a  
California joint powers authority

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

Title:

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw  
Authority Secretary

**APPROVED AS TO FORM:**

Aleshire & Wynder, LLP

\_\_\_\_\_  
Sunny K. Soltani,  
Carson Reclamation Authority Counsel



**EXHIBIT A**

THE SITE

[attached]

**EXHIBIT B**

**THE PROPERTY**

[attached]

**EXHIBIT O**

**LOC EASEMENT**

**Recording Requested By, and  
When Recorded Mail To:**

Allen Matkins Leck Gamble Mallory & Natsis LLP  
2010 Main Street, Suite 800  
Irvine, California 92614  
Attention: Pamela Andes

Allen Matkins Leck Gamble Mallory & Natsis LLP  
1901 Avenue of the Stars  
Los Angeles, California 90067-6019  
Attention: Tony Natsis and Crystal Lofing

(Space above line For Recorder's Use)

The undersigned grantor declares that **NO** documentary transfer tax is payable, because this is merely the conveyance of an easement and the consideration and value is less than \$100. R&T 11911

**EASEMENT AGREEMENT**

This Easement Agreement (this "**Agreement**") is entered into as of \_\_\_\_\_, 2025, by and between CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Owner**") and the CARSON RECLAMATION AUTHORITY, a California joint powers authority ("**Authority**"). Authority and Owner are sometimes referred to herein, individually as a "**Party**" and collectively, as the "**Parties**".

**R E C I T A L S :**

- A. Immediately prior to the execution and delivery of this Agreement, Authority sold to Owner, that certain real property more particularly described on **Exhibit A** attached hereto (the "**Property**"). A portion of the Property described on **Exhibit B** (i.e., Lot 14) ("**LOC Parcel**") is improved with a Landfill Operations Center ("**LOC**"). The LOC is owned by the Authority and is necessary for the operation of the remedial systems that were installed (and more of which will be installed) on that certain 157-acre parcel located at 20400 S. Main Street in Carson, California, commonly known as the former Cal Compact Landfill, shown on the map and described in the Parcel Map attached hereto as **Exhibit C** (the "**Site**").
- B. The Authority is obligated to operate and maintain certain remedial systems upon the Site, as prescribed by that certain Remedial Action Plan (as amended and modified from time to time, the "**RAP**") approved by the California Department of Toxic Substances

EXHIBIT O

-1-

Control ("DTSC"), on October 25, 1995, and that certain Consent Decree entered into by Authority with DTSC in December 1995 (the "**Consent Decree**", together with the RAP, and all other regulatory requirements imposed by DTSC upon the Site, collectively, the "**DTSC Environmental Requirements**.")) The DTSC Environmental Requirements require the installation, operation and maintenance of a landfill cap and liner on the Site ("**Cap**"), a landfill gas collection, control and treatment system ("**GCCS**") to collect, control and treat gases in the subsurface of the Site, and a groundwater extraction and treatment system to extract, collect and treat groundwater underlying the Site ("**GETS**") (the Cap, GCCS and GETS are collectively, the "**Remedial Systems**"). The LOC is the operation center for the Remedial Systems.

- C. The Authority is the responsible party for the Site's environmental conditions and is the owner of the Remedial Systems. The Authority is responsible for the operations and maintenance ("**O&M**") of the Remedial Systems and the LOC.
- D. The Owner will be performing certain physical grading and construction work on the LOC Parcel as part of its construction of its Project (as defined below) and making certain improvements thereto (e.g., landscaping, paving, curbs, striping of parking stalls) ("**Developer Work**"). Completion of the Developer Work shall be evidenced by XXXX (such date being the "**Developer Work Completion Date**").[TO DISCUSS]
- E. The Authority requires access over portions of the Property for the purpose of performing its obligations with respect to the Remedial Systems and the LOC pursuant to the DTSC Environmental Requirements and needs to maintain the Remediation Equipment (defined below) on the LOC Parcel. Owner is willing to convey to Authority non-exclusive easements for such purposes over and across the Property and following the Developer Work Completion Date, certain exclusive easements over and upon the LOC Parcel, all on the terms and conditions set forth herein.

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#### A G R E E M E N T :

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

##### 1. Grant of Easements.

1.1 Easement for GCCS. Owner hereby grants to Authority a non-exclusive easement until the Developer Work Completion Date, and following the Developer Work Completion Date, an exclusive easement (the "**GCCS Easement**") upon the Property to access the LOC Parcel for purposes of installing, using, maintaining, inspecting, repairing, replacing, supplementing and removing piping, valves, blowers, tanks, headers, fixtures and equipment owned by Authority relating to the collection and treatment of gas collected from the Site, more particularly described in Exhibit D (the "**GCCS Equipment**").

1.2 Easement for GETS. Owner hereby grants to Authority a non-exclusive easement until the Developer Work Completion Date, and following the Developer Work Completion Date, an exclusive easement (the "**GETS Easement**") upon the Property to access

the LOC Parcel for purposes of installing, using, maintaining, inspecting, repairing, replacing, supplementing and removing piping, valves, vaults, headers, fixtures and equipment owned by the Authority relating to the monitoring, extraction and treatment of groundwater underlying the Site, including, without limitation, the equipment described on **Exhibit D** hereto (the "GETS Equipment").

1.3 **Access Easement.** Owner hereby grants to Authority a non-exclusive easement for ingress, egress and utilities to serve the GETS and GCCS upon the Property in order to access the LOC as follows: Authority shall limit its access to the roads, driveways and parking areas existing on the Property as of the date of recordation of this Agreement as shown on **Exhibit E ("Existing Access Points")** [NEED TO RECEIVE AND REVIEW EXHIBIT – IT IS NOT ATTACHED] until construction has been completed off Owner's project [TO DISCUSS – NEED TO DEFINE THE PROJECT AND DEFINE THE TERM COMPLETION] ("Project") on the Remainder Cells ("**Project Construction Completion Date**") , at which time Authority shall limit its access to the GCCS Easement through the "Private Drive" depicted on the Site Plan attached hereto as **Exhibit F ("Site Plan")** [TO DISCUSS – THIS EXHIBIT IS NOT LEGIBLE AND DOES NOT SHOW SUCH ACCESS] off of Lenardo Drive between "Building C" and "Building E" once constructed and the "Private Drive" between the "Utility Lot" and "Building D" once constructed (collectively, "**New Access Points**").[NOTE – NEED TO RECEIVE AND REVIEW EXHIBIT E AND NEED TO UNDERSTAND WHERE THE NEW ACCESS POINTS ARE ACTUALLY PROPOSED]

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1.4 **Compliance Easement.** Owner hereby grants to Authority a non-exclusive easement (the "**Compliance Easement**") over, on and under the Property for the purpose of complying with the DTSC Environmental Requirements, provided however, that in exercising the Compliance Easement, Authority shall limit its access to the Existing Access Points and the New Access Points, when completed.[SUBJECT TO REVIEW AND CONFIRMATION – NEED TO REVIEW THE EXHIBITS ONCE PRODUCED]

1.5 **Terms of All Easements.** The GCCS Equipment and GETS Equipment are collectively referred to in this Agreement as the "**Remediation Equipment.**" The Remediation Equipment is and shall remain the property of Authority. The easements described in Sections 1.1, 1.2, 1.3 and 1.4 above are collectively referred to as the "**Remediation Easements.**" All of Authority's rights under this Agreement shall be exercised in a manner so as to cause the least practicable inconvenience and disruption to Owner, their tenants and other occupants of the Property and other occupants of the Site. Authority acknowledges that Owner is not required to provide any security services or other services with respect to the Remediation Equipment.

1.6 **Cooperation.** Authority shall cooperate with Owner during construction of the Project to allow for alternative access and/or parking.

2. **Conduct of Work.** Authority shall exercise its rights hereunder at Authority's sole cost and expense, subject to whatever reimbursement mechanisms are available to Authority including, without limitation, [NOTE – THIS SHOULD INCLUDE THE OBLIGATIONS OF CGO TO CONSTRUCT AND COMPLETE ALL REMAINING COSTS TO COMPLETE THE LOC]the application of assessments collected by Community Facilities District No. 2012-1 of

the City of Carson (The Boulevards at South Bay - Remedial Systems Operations Maintenance and Monitoring), as it shall be amended, the Funding and Cooperation Agreement between Authority and Owner dated concurrently as of the date hereof and any agreements it has with the Owner and other owners of the Site ("**Reimbursement Mechanisms**"). All work performed under this Agreement by Authority shall be done in a good and workmanlike manner (which includes the prompt removal of all trash and debris generated by Authority's activities), in compliance with all recorded covenants and easements affecting the Property and all applicable federal, state and local laws, ordinances, rules and regulations. Authority shall obtain and/or maintain, at its sole cost and expense, any necessary governmental permits or approvals required for any work performed hereunder prior to performance thereof and any permits or approvals required for the operation of the Remediation Equipment. Authority shall pay all personal property taxes assessed against the Remediation Equipment and shall pay for the costs of all utilities furnished with respect to the Remediation Equipment. Authority shall obtain and keep in force during the term of this Agreement the insurance required by the **[Insurance Administration Agreement][NEED TO DEFINE TERM]** between Authority and Owner and **in any other agreement between Owner and Authority or recorded in the land records as a binding covenant running with the land and requiring Authority to maintain insurance for the Site ("Other Insurance Agreements")**.

3. **Fencing.** On and after the Developer Work Completion Date, Authority, at its sole cost and expense (subject to the Reimbursement Mechanisms), shall have the right to fence and gate the area of the LOC Parcel depicted on **Exhibit F ("Protected Area").[EXHIBIT F DOES NOT CONTAIN THIS]**

4. **Parking.** Prior to the completion of the Project, the Authority shall continue to park vehicles servicing the LOC ("**Service Vehicles**") in the areas of the LOC Parcel that it is currently utilizing for this purpose, as depicted on **Exhibit E.** **[NOTE – EXHIBIT E DOES NOT DEPICT THIS – NEED TO DISCUSS]** After the Project Construction Completion Date, all vehicles accessing the LOC under this Agreement shall park in the stalls situated immediately adjacent to the LOC Parcel (shown as "**Utility Lot**"), as shown on the Site Plan attached hereto as **Exhibit F.** **[SAME COMMENT]** four (4) of which shall be marked "Reserved" by Owner for the use of the LOC **[CRA REQUIRES 8 SPACES ALONG WITH SECURED OVERNIGHT PARKING FOR AT LEAST ONE PICKUP TRUCK AND OTHER WORK VEHICLES]. [JR TO REVIEW AND CONFIRM TERMS]**

5. **Offices.** Prior to the Project Construction Completion Date, the Authority shall continue to use its trailer on Cell 1 of the Site as the office area for the administration and operation of the LOC. At any time following the Developer Work Completion Date, [the Authority may construct up to one thousand square feet of office space to be designed, permitted and constructed on the LOC Parcel by the Authority, at the Authority's sole cost and expense (subject to the Reimbursement Mechanisms applicable to the entire Site). **[TO DISCUSS – UNDER THE ORIGINAL OPTION AGREEMENT, DEVELOPER IS OBLIGATED FOR ALL REMAINING COSTS TO COMPLETE THE LOC. ALSO – SEE COMMENTS IN EXHIBIT E REGARDING THE CRA'S NEEDS FOR OFFICE SPACE]**

6. **Term.**

6.1 **Commencement and Expiration.** The term of this Agreement shall commence as of the date of this Agreement and shall expire on the date of completion of all work required to be performed under the DTSC Environmental Requirements. [NTD – SHOULD THIS BE IN PERPETUITY?]

6.2 **Duties on Expiration.** Upon expiration of this Agreement, Authority shall remove all of its equipment (including the Remediation Equipment) and restore the LOC Parcel at Authority's sole cost and expense; provided, however, Authority may abandon in place any subsurface piping in a safe manner so long as such in-place abandonment is allowed under applicable law and the DTSC Environmental Requirements. This Section 6.2 shall survive the expiration or termination of this Agreement. Authority shall execute documents reasonably requested by Owner (or the then current owner(s) of the Property) to further evidence the expiration and termination of the grant of easements, including quitclaim deeds or similar release or conveyance documents. [TO DISCUSS – THE CRA WILL REQUIRE THE LOC TO SERVICE THE REMEDIAL SYSTEMS IN PERPETUITY]

7. **Mechanics' Liens.** Authority shall not permit any liens to stand against the LOC Parcel or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for or supplied to, Authority. If any such lien shall at any time be filed against the LOC Parcel or the improvements thereon, Authority shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by payment, deposit or bond. If Authority fails to obtain the discharge of record of any such lien within such thirty (30) day period, Owner (without obligation) may do so after twenty (20) days' additional prior written notice, and Authority shall, upon demand, pay all costs thereof (including payments of the amounts secured by such liens, and reasonable attorneys' fees and related costs) to Owner. [TO DISCUSS – THIS SHOULD BE AN OWNER OBLIGATION]

8. **Indemnity and Insurance.** Authority hereby agrees to indemnify, defend, protect and hold harmless Owner from and against any claims, costs (including attorneys' fees) and liability for any damages, claims, costs, demands, personal injury or death (collectively "Claims") arising from the Authority's use and/or enjoyment of the Remediation Easements; provided, however, that (i) to the extent that the insurance policies as described in the [Insurance Administration Agreement] between Authority and Owner or in any Other Insurance Agreements, the obligations of Authority under this Section 8 shall not apply to the extent that coverage for defense and payment of loss, in any amount, is provided to Owner thereunder, whereupon performance by such insurers shall be deemed to satisfy the obligations of Authority under this Section 8; and (ii) the obligations of Authority under this Section 8 shall not apply to any Claims resulting from the negligence or willful misconduct of Owner, or its officers, agents or employees. In any matter seeking to enforce the indemnities described in this Section 8, the Owner shall have the burden of proof. The foregoing indemnity shall survive expiration or termination of this Agreement with respect to matters occurring prior to such expiration.

9. **Miscellaneous.**

9.1 **Notices.** Any notices, requests, demands, documents approvals or disapprovals given or sent under this Agreement from one Party to another (each a "Notice", and collectively, the "Notices") shall be given to the Party entitled thereto at its address set forth



below or at such other address as such Party may provide to the other Parties in writing. Any such Notice may be given (i) by personal delivery which will be deemed received on the day of delivery; (ii) by national overnight delivery service which shall be deemed received the following day; (iii) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the Party to whom the Notice is directed as set forth below; or (iv) electronic mail so long as Notice is also provided simultaneously pursuant to one of the above described provisions for hard-copy Notice, addressed as follows which shall be deemed delivered upon electronic confirmation of receipt by the addressee to the sending party:

To Authority:	Carson Reclamation Authority 701 East Carson St. Carson, CA 90745 Attention: Executive Director Email: jraymond@carsonca.gov
With a Copy to:	Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614 Attention: Sunny Soltani Email: ssoltani@awattorneys.com
To Owner:	Carson Goose Owner, LLC 659 N. Robertson Blvd. West Hollywood, CA 90069 Attention: William Trueblood Email: chris@faring.com
With Copies to:	Allen Matkins Leck Gamble Mallory & Natsis LLP 2010 Main Street, Suite 800 Irvine, California 92614 Attention: Pamela Andes Email: pandes@allenmatkins.com  Allen Matkins Leck Gamble Mallory & Natsis LLP 1901 Avenue of the Stars Los Angeles, California 90067-6019 Attention: Tony Natsis and Crystal Lofing Email: tnatsis@allenmatkins.com; clofing@allenmatkins.com  Rand Paster & Nelson LLP 633 West Fifth Street, 64 <sup>th</sup> Floor Los Angeles, CA 90071 Attention: Dave Rand Email: dave@rpnllp.com

Any such notice personally served shall be deemed given when actually received by any officer, employee or agent of the recipient. Any such notice by mail shall be deemed to have been

received by the addressee seventy-two hours after postmarked by the United States Postal Service.

9.2 **Attorneys' Fees.** In any action between the Parties hereto, seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Property, the prevailing Party in such action shall be entitled, to have and to recover from the other Party its reasonable attorneys' fees and other reasonable expenses including consultant and expert witness fees in connection with such action or proceeding, in addition to its recoverable court costs.

9.3 **Complete Agreement.** No communications between the Parties hereto or their representatives, whether express or implied, occurring either before or after the execution of this Agreement, shall have any bearing or effect upon this Agreement. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9.4 **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

9.5 **Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.6 **Interpretation.** Headings are solely for the convenience of the Parties and are not a part of this Agreement. The Recitals and Exhibits to this Agreement are incorporated as a part of this Agreement. Unless otherwise indicated, references in this Agreement to an Exhibit or Section refer to Exhibits to or Sections of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The term "including" means "including without limitation". This Agreement has been negotiated by both Parties and shall not be construed for or against either Party.

9.7 **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the enforcement of the terms and conditions of this Agreement. The venue for any dispute shall be Los Angeles County Superior Court..

9.8 **Covenants Running With the Land.** The Remediation Easements are irrevocable, and shall run and pass with each and every portion of the Property, are binding upon and benefit Owner, their respective successors and assigns, benefit Authority, and are enforceable, assignable and delegable by Authority to Authority's consultants and contractors in connection with the performance of any obligations of Authority under this Agreement or pursuant to any environmental/remediation requirements of any governmental entity with

authority for matters related to the Property or the Site. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to the Property is and will be conclusively deemed to have consented and agreed to the grant of the Remediation Easements. From and after the date that any Owner sells or otherwise transfers the Property or any portion thereof, such Owner shall be released from its obligations under this Agreement with respect to the property conveyed first arising from and after the date of such sale or transfer so long as the purchaser or transferee of the conveyed property agrees in writing to assume all of the obligations of Owner under this Agreement with respect to such conveyed property from and after the date of such sale or transfer.

9.9 **Estoppel Certificate.** Upon the written request of the other Party to this Agreement (or their respective successors and assigns), Authority or Owner, as applicable, shall deliver an estoppel certificate stating to the issuer's actual knowledge, (i) that there are no defaults under the Agreement, (or if there are any known defaults, specifying the nature thereof), (ii) that the Agreement is in full force and effect, (iii) that this Agreement has not been amended (or if it has been amended, specifying such amendments), and (iv) such other matters as the requesting party may reasonably request.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

OWNER:

CARSON GOOSE OWNER, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: William Trueblood  
Title: Manager

AUTHORITY:

CARSON RECLAMATION AUTHORITY,  
a California joint powers authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw  
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Sunny Soltani, Authority Counsel

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EXHIBIT O  
-9-

[illegible]

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

Notary Public

4925-4901-4529.3  
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EXHIBIT O  
-10-

[illegible]

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

Notary Public

EXHIBIT O  
-11-

[illegible]

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

Notary Public

4925-4901-4529.3  
390907.00005/~~1-28-25~~~~1-21-25~~/pla/pla

EXHIBIT O  
-12-



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF 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:

LOTS 2, 3, 4, 5, 6 AND 14 OF [TRACT NO. 83481](#), AS SHOWN BY MAP ON FILE IN [BOOK 1445, PAGES 53](#) THROUGH 66 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA. EXCEPT THE OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND, WITHOUT HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, TO EXPLORE FOR, DEVELOP OR REMOVE SAID SUBSTANCES, BUT WITH FULL RIGHT TO EXPLORE FOR, DEVELOP AND REMOVE THE SAME BY MEANS OF WELLS AND EQUIPMENT HAVING SURFACE LOCATION OUTSIDE THE OUTER BOUNDARIES OF SAID LAND, IN AND UNDER OR RECOVERABLE FROM SAID LAND, AS RESERVED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED JANUARY 10, 1964 AS [INSTRUMENT NO. 2198](#) IN BOOK D-2318, PAGE 313 OFFICIAL RECORDS.

EXHIBIT A TO  
EXHIBIT O

-13-

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF LOC 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:

LOT 14 OF [TRACT NO. 83481](#), AS SHOWN BY MAP ON FILE IN [BOOK 1445, PAGES 53](#) THROUGH 66 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.  
EXCEPT THE OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND, WITHOUT HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, TO EXPLORE FOR, DEVELOP OR REMOVE SAID SUBSTANCES, BUT WITH FULL RIGHT TO EXPLORE FOR, DEVELOP AND REMOVE THE SAME BY MEANS OF WELLS AND EQUIPMENT HAVING SURFACE LOCATION OUTSIDE THE OUTER BOUNDARIES OF SAID LAND, IN AND UNDER OR RECOVERABLE FROM SAID LAND, AS RESERVED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED JANUARY 10, 1964 AS [INSTRUMENT NO. 2198](#) IN BOOK D-2318, PAGE 313 OFFICIAL RECORDS.

EXHIBIT B TO  
EXHIBIT O

-14-

**EXHIBIT C**

**THE SITE**

[Attached]

EXHIBIT C TO  
EXHIBIT O

-15-

4925-4901-4529.3  
390907.00005/[1-28-25+21-25](#)/pla/pla

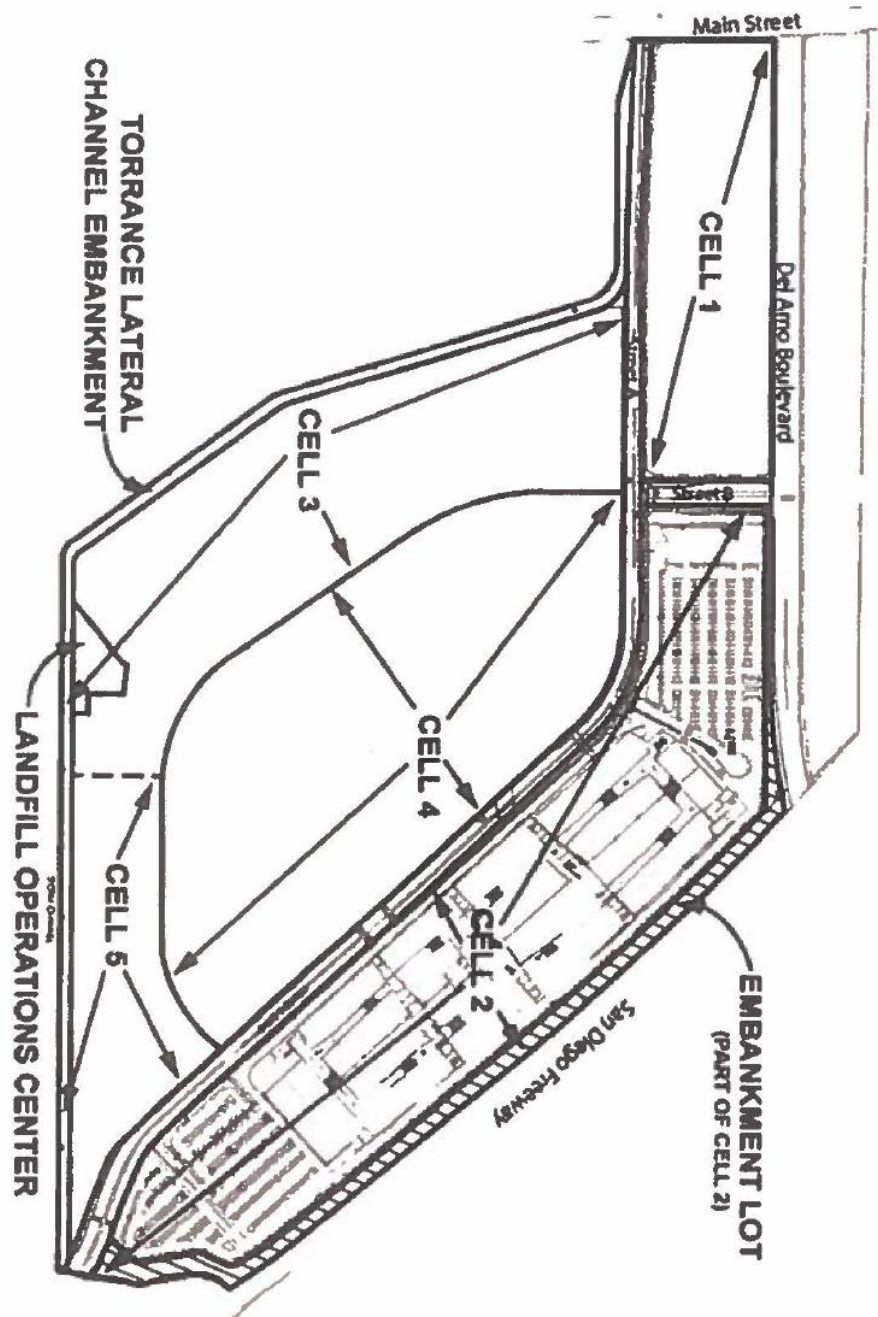


EXHIBIT C TO  
EXHIBIT O  
-16-

**2 PARCELS**  
167.29 ACRES

**PARCEL MAP NO. 70372**  
IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 2 THROUGH 9, INCLUSIVE, AND ALL OF LOTS 10 AND 11, INCLUSIVE, AS PER MAP  
FILED IN BOOK 1056, PAGES 84 THROUGH 86, INCLUSIVE, OF MAPS, AND STAMPS THEREON, AS VACATED BY THE CITY OF  
CARSON PER RESOLUTION RECORDED MAY 2, 2008 AS INSTRUMENT NO. 20080002238, OF OFFICIAL RECORDS, BOTH IN THE  
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**SHEET 1 OF 14 SHEETS**

FILED  
AT REQUEST OF  
**Carson Marketplace LLC**

57 MIN  
PART 3

IN BOOK 377  
AT PAGE 76-89

OF SAID MAP  
LOS ANGELES COUNTY, CA  
Register/Notary Public/Notary

BY **[Signature]**  
FEE \$ 471.-

DA FEB 20 2013

**OWNERS STATEMENT:**  
WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE  
SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE  
PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.  
WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON  
SAID MAP.  
AND ALSO DEDICATE TO THE CITY OF CARSON EASEMENTS FOR STORM DRAIN, APPURTENANCE, INTEREST AND  
EASEMENTS.  
AND ALSO DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR PUBLIC UTILITIES PURPOSES SO  
DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THEREON INCLUDING THE RIGHT TO MAKE CONNECTIONS  
THEREWITH FROM ANY ADJOINING PROPERTIES.  
AS A DEDICATION TO PUBLIC USE, WHILE ALL OF DEL AMO BOULEVARD AND MAIN STREET WITHIN OR  
ADJACENT TO THIS SUBDIVISION REMAIN PUBLIC STREETS, WE HEREBY GRANT TO THE CITY OF CARSON THE  
RIGHT TO RESTRICT DIRECT IMPRESS AND CROSS TO SAID STREETS. IF ANY PORTION OF SAID STREETS  
WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE  
DEDICATION AS TO THE PART VACATED.

**CARSON MARKETPLACE, LLC**  
A DELAWARE LIMITED LIABILITY COMPANY  
BY: **LNR CARSON, LLC** A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER  
BY: **LNR CPN HOLDINGS, LLC** A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER  
BY: **LNR COMMERCIAL PROPERTY INVESTMENT FUND LIMITED PARTNERSHIP**  
A DELAWARE LIMITED PARTNERSHIP, ITS MEMBER  
BY: **LNR CPN FUND OF, LLC**  
A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER  
BY: **[Signature]** **RENEE KIRBY**  
ITS **[Signature]**

**LA METRONOM, LLC**  
BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 29, 2006 AS INSTRUMENT NO. 06-2174052 OF  
OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
**[Signature]**  
ROBERT L. ROTH  
AUTHORIZED SUNDARY FOR CBI RICHARD BROWN INVESTORS, LLC  
AS INVESTMENT MANAGER FOR SOUTHERN CALIFORNIA, ARIZONA,  
COLORADO AND SOUTHERN NEVADA PLAZERS, ARCHITECTURAL METAL  
AND ALUMINUMS POSITION PLUM  
SOLE MEMBER OF LA METRONOM, LLC

AND ALSO DEDICATE TO THE CITY OF CARSON THE EASEMENTS FOR  
COVERED STORM DRAIN, APPURTENANCE STRUCTURES, STORM DRAIN  
INACCESS AND EXPRESS PURPOSES, SO DESIGNATED ON SAID MAP AND ALL  
USE, INCIDENTAL THEREON INCLUDING THE RIGHT TO MAKE CONNECTIONS  
THEREWITH FROM ANY ADJOINING PROPERTIES.

**CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON**  
BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 27, 2013 AS INSTRUMENT  
NO. 20130007051 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
BY: **[Signature]** **PAULINE AGUIA**  
TITLE: ACTING CITY MANAGER

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND  
DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE  
PROVISIONS OF SECTION 6600 AND 6601 OF THE SUBDIVISION  
MAP ACT.  
EXISTING BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY: **[Signature]** **12-30-13**  
DATE

**SURVEYORS STATEMENT:**  
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE  
FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON MARCH 2012 IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CARSON  
MARKETPLACE LLC IN JANUARY, 2012. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY  
CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL THE  
MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE  
WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT SAID MONUMENTS ARE OR WILL BE  
SUFFICIENT TO ENABLE THE SURVEY TO BE RETRANDED, AND THAT THE NOTES TO ALL CENTERLINE  
MONUMENTS SHOWN AS TO BE SET WILL BE ON FILE IN THE OFFICE OF CITY ENGINEER WITHIN 24  
MONTHS FROM THE FILING DATE SHOWN HEREON.

**GREGORY A. HUNTER, L.S. 5134**  
DATE **12/30/13**

**CITY ENGINEERS CERTIFICATE:**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE  
TENTATIVE MAP, AND ALL APPROVED ALTERNATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION  
ORDINANCES OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE  
BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT  
TO THE CITY RECORDS.

**MASSOUD GHAN, CITY ENGINEER**  
CITY OF CARSON  
R.C.E. # 50993  
EXPIRES 6-30-2014

**COUNTY ENGINEERS CERTIFICATE:**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLES WITH ALL PROVISIONS OF  
STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM SATISFIED  
THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

**STEVE R. BURDER, DEPUTY**  
DATE **12/30/13**

**SPECIAL ASSESSMENT CERTIFICATE:**  
I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY  
OF CARSON TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS  
SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

**KAREN KELLER**  
CITY TREASURER - CITY OF CARSON  
DATE **11/20/13**

**CITY CLERKS CERTIFICATE:**  
I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON BY MOTION ADOPTED AT ITS  
SESSION ON THE 17th DAY OF **September, 2013**, APPROVED THE ANNEXED MAP, DID ACCEPT ON  
BEHALF OF THE PUBLIC, THE DEDICATION FOR STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON  
SAID MAP.  
AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF CARSON:  
EASEMENT FOR COVERED STORM DRAIN, APPURTENANCE STRUCTURES, STORM DRAIN INACCESS  
AND EXPRESS PURPOSES.  
EASEMENT FOR PUBLIC UTILITIES OVER PARCEL 2 AS SHOWN ON THE MAP.  
THE RIGHT TO RESTRICT DIRECT IMPRESS AND CROSS ON DEL AMO BOULEVARD AND  
MAIN STREET.  
WE ALSO HEREBY CERTIFY THAT, PURSUANT TO SECTION 66045 (d) OF THE SUBDIVISION MAP ACT, THE  
FILING OF THIS PARCEL MAP CONSTITUTES THE ABANDONMENT OF THE STREET RIGHT OF WAY OF  
LEONARD DRIVE AND EASEMENTS FOR SLOPE, DRAINAGE PURPOSES, WHICH WERE ACQUIRED BY THE CITY  
OF CARSON ON THE TRACT NO. 42385, FILED IN BOOK 1056, PAGES 84 THROUGH 86 OF MAPS AND THE  
EASEMENT FOR PUBLIC UTILITY PURPOSES LYING OVER THE VACATED PORTION OF STAMPS THERE  
RECORDED TO THE CITY OF CARSON PER RESOLUTION RECORDED MAY 2, 2008 AS INSTRUMENT NO.  
20080002238, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES  
COUNTY, NOT SHOWN ON THIS MAP.

**DONELLA GARD**  
CITY CLERK - CITY OF CARSON  
DATE **11/12/2013**

**NOTES:**  
1. THIS MAP IS APPROVED AS A SUBDIVISION FOR TWO VERTICAL PARCELS. THE UPPER PARCEL IS A  
RESIDENTIAL/COMMERCIAL PARCEL.  
2. SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS.

IN THE CITY OF CARSON,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

MY PRINCIPAL PLACE OF BUSINESS IS  
IN Orange COUNTY.  
COMMISSION NO. 2006352  
MY COMMISSION EXPIRES Feb 3, 2017

STATE OF CALIFORNIA  
COUNTY OF San Diego

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

MY PRINCIPAL PLACE OF BUSINESS IS  
IN ORANGE COUNTY.  
COMMISSION NO. 1954862  
MY COMMISSION EXPIRES OCT 2, 2015

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I CERTIFY UNDER PENALTY OF PERJURY ~~UNDER~~ THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

MY PRINCIPAL PLACE OF BUSINESS IS  
IN Los Angeles COUNTY.  
COMMISSION NO. 2000029  
MY COMMISSION EXPIRES Dec. 6, 2016

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) 3A (i-viii) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNER(S) OF THE INTEREST SET FORTH HAVE BEEN OMITTED, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

ESMT HOLDER: STATE OF CALIFORNIA  
PURPOSE: FREEWAY SLOPES  
RECORDED: APRIL 22, 1960, BOOK D-822 PAGE 785, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

ESMT HOLDER: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
PURPOSE: STORM DRAIN APPEARANCES AND STORM DRAIN INGRESS AND EGRESS  
RECORDED: AUGUST 15, 1991 AS INSTRUMENT NO. 91-1265322, OF OFFICIAL RECORDS,

RECORDS, RECORDS OF LOS ANGELES COUNTY.	
ESWT HOLDER:	SOUTHERN CALIFORNIA GAS COMPANY
PURPOSE:	PUBLIC UTILITIES

RECORDED: MARCH 6, 2013, AS INSTRUMENT NO. 20130340400, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. (SAID EASEMENT IS INDETERMINATE BY NATURE.)

PURSUANT TO THE PROVISIONS OF SECTION 66336 (a) (3C) OF THE SUBDIVISION MAP ACT THE PURVARSHERS OF THE FOLLOWING GROUP(S) OF THE MAP(S) SET FORTH HAVE BEEN QUALIFIED:

INTEREST HOLDER: DEL AND ESTATE COMPANY, A CORPORATION

RECORDED: WATER, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES  
JANUARY 10, 1964, AS INSTRUMENT NO. 2198, BOOK D-2318, PAGE 313,  
OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

THE BASIS OF COORDINATES FOR THIS PROJECT MAP IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (1985 EPOCH), ZONE 5. COORDINATES DETERMINED LOCALLY UPON THE FOLLOWING CONTROL STATIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS) AND AS DERIVED BY THE SPACIAL SCIENTIFIC EPOCH COORDINATE TOOL AND ON THE RESOURCE/SECTION PROGRAM.

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.9999418

**LEGEND**

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

☹ INDICATES PROJECT BENCHMARK TO BE SET AS NOTED.

FD. PUNCHED LACED DISK WORKMENT. STAMPED "LA. CO. FLOOD CONTROL 1972 NR-14P" ON ANGLE POINT IN GENERAL S'LY BOUNDARY OF TRACT NO. 42,385, BOOK 1066, PAGES 84-88 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SALTO COUNTY. WORKMENT LOCATED AT THE S'LY EDGE OF THE ACCESS ROAD ALONG TOLLANCE LATERAL FLOOD CONTROL CHANNEL.

ELEVATION BEING: 21.68

1. FD. PUNCHED SPIKE IN AC. DOWN 0.20' AT THE POSITION OF "L & T L.S. 4157" PER R1. POSITION ACCEPTED AS CENTERLINE INTERSECTION OF MAIN STREET & LENARDO DRIVE. SET 2" IRON PIPE WITH CONCRETE PLUG.

- [illegible]

377/77





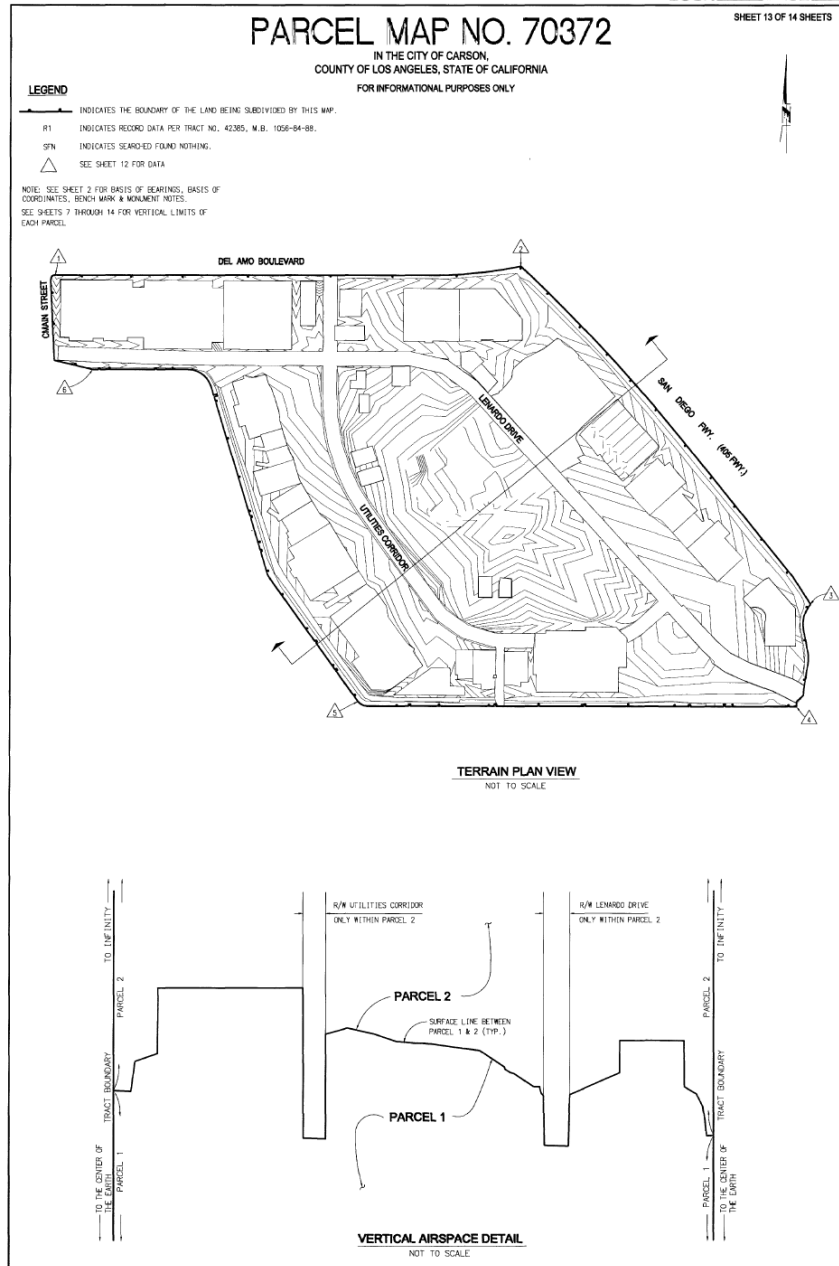


EXHIBIT C TO  
EXHIBIT O  
-20-

PARCEL MAP NO. 70372

IN THE CITY OF DORSON  
COUNTY OF SAN FRANCISCO, CALIFORNIA  
FOR INFORMATION PURPOSES ONLY  
SURFACE ILLUSTRATIONS

NOT TO SCALE

SEE SHEETS 7 THROUGH 12 FOR SURFACE DATA FOR VERTICAL, PARCEL, LIMITS

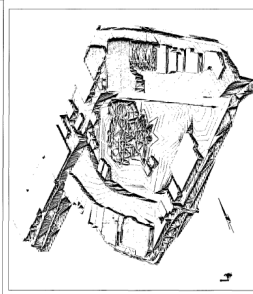
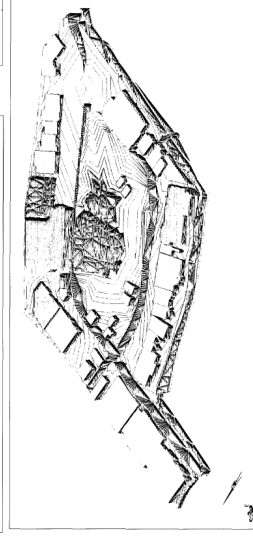
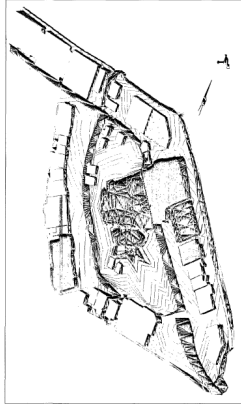
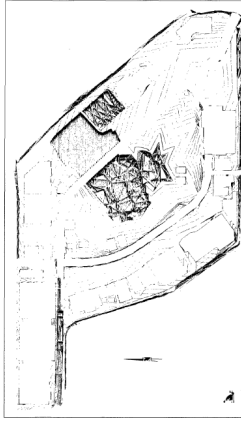


EXHIBIT C TO  
EXHIBIT O  
-21-

## **EXHIBIT D**

### **DESCRIPTION OF REMEDIATION EQUIPMENT**

#### **[TO REVIEW AND CONFIRM DESCRIPTION]**

GCCS. The GCCS consists of a combination of horizontal collectors and vertical wells for the collection of landfill gas ("LFG") below a Linear Low Density Polyethylene geomembrane installed as part of the Cap; underground collection piping (laterals and headers); a central treatment unit; associated sumps, vaults, and supporting systems; and perimeter probes. GCCS horizontal collectors, vertical wells, lateral piping, and vaults have been installed or will be installed within the footprint of buried landfill waste (most areas except former haul roads). Header piping and sumps have generally been installed within former haul road footprints, and the remaining GCCS infrastructure, except perimeter probes, is located within the LOC. The existing central treatment unit is operational for the control of LFG collected from the existing active GCCS.

GETS. The GETS construction has been completed and was approved by DTSC in 2014. The GETS consists of 29 extraction wells, approximately 20,000 feet of underground conveyance piping, an aboveground groundwater treatment system, discharge piping connected to the municipal sanitary sewer system, and associated supporting systems. GETS infrastructure is located on the boundary of Cells 3 and 5, adjacent to the Torrance Lateral Channel, and within the LOC.

**EXHIBIT E**

**EXISTING ACCESS POINTS**

**[NEED TO RECEIVE AND REVIEW]**

EXHIBIT E TO  
EXHIBIT O

-23-

4925-4901-4529.3  
390907.00005/[1-28-25+21-25](#)/pla/pla

## EXHIBIT F

### SITE PLAN [NOTE – THIS IS NOT LEGIBLE]



EXHIBIT F TO  
EXHIBIT O  
-24-