<table>
<thead>
<tr>
<th>IMPROVEMENT OVERVIEW</th>
<th>PHASE IMPROVEMENT DESCRIPTION</th>
<th>TRIGGER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Store Front Sheriff Station*</td>
<td>A store front station will be built in Village 1 (Phase 1).</td>
<td>Completed** prior to the issuance of first residential certificate of occupancy for Phase 1.</td>
</tr>
<tr>
<td>Waste Water Treatment Plant</td>
<td>A waste water treatment plant will be constructed and completed before the first certificate of occupancy is issued, and will be sized for sufficient capacity for Phase 1. Additional expansion of waste water treatment plant will be completed in accordance of future phasing.</td>
<td>Completed** before the first certificate of occupancy is issued.</td>
</tr>
<tr>
<td>Well water</td>
<td>Water will be treated at the well head by two wells for the first 2,760 residential units before adding a third well for a total of 5,520 residential units of the project before a water treatment plant is needed.</td>
<td>Before the first residential certificate of occupancy is issued, water will be potable through well head treatment.</td>
</tr>
<tr>
<td>Shelter on the Hill (SOTH)</td>
<td>The local animal shelter, Shelter on the Hill will provide service for the first 3,500 residential units in Centennial.</td>
<td>Before the issuance of first residential certificate of occupancy for Phase 1, Property Owners will cover the expenses of one additional employee at SOTH for five years.</td>
</tr>
<tr>
<td>Neighborhood Park</td>
<td>A neighborhood park no less than 3 acres will be built to serve Phase 1.</td>
<td>Included in the first tract map and completed (and a certificate of occupancy issued as to any structures), improved and amenitized prior to the issuance of first residential certificate of occupancy for Phase 1.</td>
</tr>
<tr>
<td>Retail Center</td>
<td>The Property Owners shall complete construction of a retail center which includes a grocery store which offers a variety of food products, including perishable items (meat, produce and dairy) along with general merchandise items such as cleaning supplies, paper products, health/beauty care products and other households goods.</td>
<td>Before the issuances of first residential certificate of occupancy a retail center will be completed**.</td>
</tr>
<tr>
<td>Book-Mobile Library Truck*</td>
<td>Within the first retail center of Phase 1, reserve a parking space that is sufficient enough to allow a book-mobile truck to park and operate safely with residents.</td>
<td>Constructed with the first parking lot of the first retail center in Phase 1.</td>
</tr>
<tr>
<td>Elementary School</td>
<td>A K-8 school will be built within Phase 1.</td>
<td>School facilities for the first campus will be completed** prior to issuance of the first residential certificate of occupancy.</td>
</tr>
<tr>
<td>High School</td>
<td>A temporary high school will be located within the first K-8 school in Phase 1.</td>
<td>A temporary high school will be completed** within the first K-8 school in Phase 1 prior to issuance of the first residential certificate of occupancy.</td>
</tr>
<tr>
<td>IMPROVEMENT OVERVIEW</td>
<td>PHASE IMPROVEMENT DESCRIPTION</td>
<td>TRIGGER</td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Community Website</td>
<td>A community website that will have a community calendar of upcoming events, GHG reduction opportunities, recycling and waste removal, water and conservation efficiencies and other general information will be created.</td>
<td>Before the issuance of the first residential certificate of occupancy, the website will be completed.</td>
</tr>
<tr>
<td>WiFi</td>
<td>Wi-Fi will be available to all residential and commercial buildings as they are brought on during buildout of the project.</td>
<td>Before the issuance first certificate of occupancy, Wi-Fi will be operational for Phase 1 and continue to be built and operational as future phases are completed.</td>
</tr>
<tr>
<td>Fire Station #1*</td>
<td>Construct a new permanent fire station of 10,000 square feet equipped as provided in the development agreement.</td>
<td>Fire Station #1 must be completed** prior to the issuance of a certificate of occupancy for the 1,000th residential unit. Fire station 77 will serve the first 1,000 dwelling units before this station would be operational.</td>
</tr>
<tr>
<td>Community Garden</td>
<td>A community garden, no less than 15,000 sq. ft., will be created to serve the residents of the Centennial Specific Plan.</td>
<td>Before the issuance of the 2,501st residential building permit.</td>
</tr>
<tr>
<td>Maintenance Yard*</td>
<td>A County consolidated maintenance yard of not less than 5 acres and not more than 10 acres will be dedicated to the County for a consolidated maintenance facility. The Property Owners shall provide a contribution to the County for its construction of the yard, in an amount of $4,000,000.</td>
<td>Before the issuance of the 3,001st residential building permit, the Property Owners shall offer the site for dedication and shall make the contribution to the County.</td>
</tr>
<tr>
<td>Animal Care Facility *</td>
<td>The Property Owners shall dedicate up to a 2-acre site to the County for an animal care and control facility. The Property Owners shall provide a $10,000,000 contribution to the County for its construction and equipping of a facility.</td>
<td>Before the issuance of the 3,501st residential building permit, the Property Owners shall offer for dedication the site and shall make the contribution before the later of the 3,501st residential building permit or the County's acceptance of the site.</td>
</tr>
<tr>
<td>Permanent Library*</td>
<td>A permanent library site no larger than 2.62 acres, will be set aside and identified in the tract map for the Town Center in Village 3.</td>
<td>Submittal of tract map that includes Town Center in Village 3.</td>
</tr>
<tr>
<td>Regional Park</td>
<td>25 acres of the regional park would be programed and completed.</td>
<td>Before the issuance of the 5,001st residential building permit, a 25 acre regional park will be completed (and a certificate of occupancy issued as to any structures), improved and amenitized.</td>
</tr>
<tr>
<td>County Civic Administration Facility*</td>
<td>A civic facility of not more than 30,000 sf will be constructed and located within Village 3 in accordance with Exhibit G. The Property Owners shall fund and construct the facility based on a budget to be approved during the preparation of a facilities plan.</td>
<td>Before the issuance of the 5,001st residential building permit, a civic facility will be completed**.</td>
</tr>
<tr>
<td>Sustainability Learning Center*</td>
<td>Incorporate into Civic Administration Facility and/or within County Regional Parks.</td>
<td>In conjunction with Civic Administration Facility and/or Regional Parks.</td>
</tr>
<tr>
<td>Permanent Sheriff Station*</td>
<td>The permanent LASD station will be located in Village 3.</td>
<td>The permanent station will be completed** before the issuance of the 5,001st residential building permit.</td>
</tr>
<tr>
<td>IMPROVEMENT OVERVIEW</td>
<td>PHASE IMPROVEMENT DESCRIPTION</td>
<td>TRIGGER</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Fire Station #2*</td>
<td>Construct a new permanent fire station of 13,000 square feet equipped as provided in the development agreement.</td>
<td>Fire Station #2 must be completed** prior to the issuance of certificates of occupancy for residential units outside of a station’s 5 minute response time.</td>
</tr>
<tr>
<td>Water Treatment Plant</td>
<td>A water treatment plant will be completed and operation to serve the project.</td>
<td>Before the issuance of the 5,521st residential unit building permit a phased water treatment plant will be completed** to serve all units.</td>
</tr>
<tr>
<td>Regional Trail</td>
<td>Build a regional trail through the project to Gorman.</td>
<td>Before the issuance of the 7,001st residential building permit, a regional trail will be completed through the project, connecting it to Gorman.</td>
</tr>
<tr>
<td>Neighborhood Park</td>
<td>Additional neighborhood parks to be completed in accordance of requirements/metrics in the Specific Plan and pursuant to County subdivision requirements.</td>
<td>During sequential tract maps, various neighborhood parks will be completed**, improved and amenitized to meet the Specific Plan metrics.A19</td>
</tr>
<tr>
<td>Community Garden</td>
<td>A second community garden of no less than 1 acre shall be created.</td>
<td>Before the issuance of the 8,001st residential building permit.</td>
</tr>
<tr>
<td>Fire Station #3*</td>
<td>Construct a new permanent fire station of 10,000 square feet equipped as provided in the DA.</td>
<td>Fire Station #3 must be completed** prior to the issuance of a residential certificate of occupancy outside of a station’s 5 minute response time.</td>
</tr>
<tr>
<td>MRF*</td>
<td>Property Owners shall identify and dedicate a site of not less than 5 and not more than 10 acres within the SP area designated for Utilities. Property Owners shall deposit an amount not to exceed $3,000,000 to assist in the construction of the facility.</td>
<td>Property Owners’ obligation to dedicate the site shall occur on later of (a) recordation of map where site is located or (b) County’s establishment of an exclusive franchise system. Property Owners’ obligation to deposit contributed funds shall not occur until the earlier of the following: (i) establishment of the exclusive franchise system or (ii) issuance of the 5,000th residential building permit.</td>
</tr>
<tr>
<td>High School</td>
<td>A permanent high school will be completed** on no less than 60 acres of land dedicated to a new facility.</td>
<td>In accordance with a school agreement, project buildout and student generation numbers will determine the trigger for the permanent high school.</td>
</tr>
<tr>
<td>Medical Facility*</td>
<td>Identify a site on the first tract map on which to designate and restrict as an exclusive permitted use, an urgent care facility of approximately 5,000 sf. Property Owners shall engage in outreach to medical providers to market the site and shall promote any incentives in accordance with the development agreement.</td>
<td>Property Owners shall in consultation with the County, identify a site for a medical facility on the first tract map or subsequent tract maps (if medical user is not found for initial site).</td>
</tr>
<tr>
<td>IMPROVEMENT OVERVIEW</td>
<td>PHASE IMPROVEMENT DESCRIPTION</td>
<td>TRIGGER</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Open Space Dedication*</td>
<td>Onsite open space within the Specific Plan (as identified/depicted in Exh. 4-1 of the EIR) will be placed into conservation easements no later than recordation of the first Final Map that is adjacent to the respective open space. Offsite Mitigation Preserve &quot;Area 1&quot; (as identified/depicted in Exh. 5.7-10 of the FEIR) shall be placed into conservation easements no later than one year following the Effective Date of the development agreement. Offsite Mitigation Preserve &quot;Area 2&quot; (as identified/depicted Exh. 5.7-10 of the FEIR) shall be placed into conservation easements no later than one year following the Effective Date.</td>
<td>Mitigating open space will be dedicated before final map approval as noted in column to the left.</td>
</tr>
<tr>
<td>Fire Station #4*</td>
<td>TBD by LA County Fire</td>
<td></td>
</tr>
<tr>
<td>Community Resource Center*</td>
<td>The Property Owners will provide a Community Resource Center located within the Village Core of Village 1, to provide certain resources to residents. The Community Resource Center will be included within the community/recreation center, home finding center, or other site selected by the Property Owners that is compatible with the uses of the shared facility.</td>
<td>The Community Resource Center shall be completed** prior to the issuance of the first residential certificate of occupancy.</td>
</tr>
</tbody>
</table>

Items followed by an asterisk ("**") are (or have features that constitute) Community Benefits and are further described in Exhibit G. To the extent of any conflict in terms between this exhibit and Exhibit G, Exhibit G shall control.

As used above, "completed" followed by two asterisks ("**") is determined by the issuance of a certificate of occupancy.
EXHIBIT G

Community Benefits

In addition to performing any other obligations imposed by the Initial Project Approvals or elsewhere in this Agreement, and solely and exclusively in consideration for the County’s entering into this Agreement, the Property Owners shall perform the Community Benefits contained in this Exhibit G, which benefits are agreed to by the Property Owners in exchange for the County’s performance of its obligations in this Agreement including, without limitation, the County’s assurances that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules and the Project Approvals. Community Benefits do not include items otherwise required by the Specific Plan or any entitlement, condition or mitigation measure for the Project.

1. County Civic Administration Facility

1.1. Identification of Site. The Property Owners will dedicate one (1) site of not more than two (2) acres for the purpose of constructing a civic and administration facility of not more than 30,000 square feet, along with associated landscaping, hardscape, signage and necessary surface parking lots ("Civic Administration Facility"). The exact acreage, location, configuration and square footage (within the square footage range noted above) of the Civic Administration Facility shall be mutually agreed by the Parties and shall be specified at the time the Parties prepare the Civic Facilities Plan (defined below). The Civic Administration Facility site will be identified as a parcel in the Tentative Tract Map for the Town Center (Village 3).

1.2. Civic Facilities Plan; Property Owners’ Construction Obligations; Timing of Conveyance and Construction. The Parties shall mutually develop and agree to a civic facilities plan that will address the design and planning of the Civic Administration Facility (including the development of construction schedules, site plans, floor plans, elevations, landscaping and lighting plans, wayfinding and signage, parking plans, accessibility plans and selection of interior/exterior construction materials), shall specifically identify the acreage, location and configuration of the site where the facility will be located, shall specify the exact square footage of the facility, and shall include the budget described in Item 1.3 below (“Civic Facilities Plan”). The Civic Facilities Plan shall be developed, prepared and agreed to by the Parties prior to approval of the Tentative Tract Map for Village 3 (Town Center). The County shall specify and have ultimate approval rights of the plans, designs and construction standards for the Civic Administration Facility, subject to the standards described in Items 1.5 and the budget prepared as described in Item 1.3. The Civic Facility Plan’s design and space standards for the Civic Administration Facility shall reasonably reflect the average benchmarks for other modern and contemporary civic administration facilities designed or constructed within the previous five years for North American cities and/or counties with populations of 200,000 or more. The County shall accept dedication of the site for the Civic Administration Facility promptly following recordation of the Final Map. Notwithstanding any dedication and/or acceptance thereof,
if the County determines not to construct the Civic Administration Facility, for any reason other than a breach of the Property Owner’s obligations hereunder, or if the site is not fully used for the Civic Administration Facility or another governmental use by the County that is mutually approved the Parties, then the Parties agree that the Property Owner’s deed conveying title to the site for the Civic Administration Facility shall provide for the reversion of the site (or portion of the site not used for a Civic Administration Facility or other mutually approved governmental use by the County) to the Property Owner. Subject to the budget agreed to by the Parties, the Property Owners shall design and construct the Civic Administration Facility, for the County’s permanent ownership, operation and maintenance. The Civic Administration Facility shall be completed by the Property Owners (i.e., certificate of occupancy issued) and transferred to the County no later than the milestones identified in Exhibit E-1. Property Owners shall bear no cost for the facility’s operations, maintenance or risk of loss following transfer to the County.

1.3. Design and Construction Budget; Establishment of Costs. The Parties shall mutually agree to a design and construction budget for the Civic Administration Facility, which budget shall include an agreed maximum cost; the maximum cost shall (i) be adjusted to reflect changes in the CPI between the date Parties agree to a budget and the date a construction contract for the Civic Administration Facility is awarded and (ii) include a mutually agreed reasonable contingency for unforeseen construction cost overruns. The budget shall reflect the design and space standards benchmarked against other similar facilities as described in Item 1.2. The budget shall be prepared as part of the Civic Facilities Plan. In no event shall the cost of the Property Owners’ obligation to design and construct the Civic Administration Facility exceed the maximum cost agreed to in the budget (as such cost may be adjusted by “(i)” in the prior sentence).

1.4. Co-Location of Other Public Facilities. The Parties believe that it may be advantageous to co-locate other public facilities within or adjacent to the Civic Administration Facility. Such facilities may include, without limitation, the colocation of the sustainability learning program facilities (Item 9 below) within the Civic Administration Facility and location of library facilities (Item 8 below) adjacent to the Civic Administration Facility. The Parties shall review colocation and adjacency opportunities during the design of the Civic Administration Facility as part of the preparation of the Civic Facilities Plan. To the extent that the Parties mutually agree to co-locate other public facilities within the Civic Administration Facility, the Parties shall meet and confer to assess how to implement, design and construct such collocation. Collocation shall not impose on the Property Owners further obligation to (i) increase the square footage of the Civic Administration Facility (or site size) or (ii) increase the maximum cost identified in Item 1.3 above. To the extent that collocation occurs for facilities that would otherwise be subject to an Impact Fee imposition, the Property Owners shall receive credit based on a reasonable pro-ration of the cost/square footage for such facility.

1.5. Building(s) and Architecture. Design quality of the Civic Administration Facility shall reflect the dignity of a civic function and highlight the importance of broad civic engagement. The architecture should be compelling and reflect regional values and the history of the Property. Materials should be high quality, yet cost effective, durable and low maintenance in keeping with the civic and institutional nature of the development. In
addition, the Civic Administration Facility shall be designed to conserve energy, reduce operating costs, conserve resources, support cost effectiveness and create healthy productive work environments. Life cycle cost analysis must be conducted during selection of the mechanical, electrical and other systems to ensure the needs of the County are met efficiently and cost effectively. The commitment in Item 12 to “net zero electricity,” or the equivalent, is required. The Civic Administration Facility shall also use Leadership in Energy and Environmental Design standards (LEED) and Well Building standards, or equivalent, to measure the effectiveness of achieving sustainability goals for the County. The minimum sustainable design goal for the Civic Administration Facility is LEED NC Gold.

The Civic Administration Facility shall be designed, planned and constructed with access control systems in mind to enable a limited number of security checkpoints to monitor all access.

The Civic Administration Facility may include, but not be limited to, the following requirements for functionality based on the standards of public facility use/staffing/design existing at the time the budget is prepared, at the sole discretion of the County: Board/Commission meeting room and conference suite; typical office space and support functions including reception, conference, filing/storage, copy/supply; public counters for various functions requiring public interface; and other requirements as determined during the Civic Facilities Plan stage.

Continuity of County Operations. The Civic Administration Facility is required to be an essential facility; all associated requirements shall be in conformance with governing authority.

2. Sheriff Station & Temporary Sheriff Substation

2.1. Identification of Site. The Property Owners will dedicate one site for a permanent LA County Sheriff Department (“LACSD”) station (“Sheriff Station”) and shall provide a location, prior to the establishment of the Sheriff Station, as a temporary/interim “storefront” substation (“Temporary Sheriff Substation”). The Sheriff Station shall be constructed in the Specific Plan area and the general location will be as identified on Exhibit 4-1 of the FEIR, subject to relocation by mutual agreement of the Parties. With respect to siting the location of the Sheriff Station, any such determination shall take into account (a) response time requirements as summarized in the FEIR (p. 5.16-19) and (b) the reasonable business judgment of the Property Owners as to a location that meet the metrics in “(a)”. Notwithstanding the previous sentence, LACSD will nevertheless have final approval of any sheriff station location. The Temporary Sheriff Substation shall be at a location that is mutually acceptable to the parties and shall be transferred back to developer once the permanent station is operational.

2.2. Timing of Construction. The facilities shall be completed (i.e., certificate of occupancy issued) no later than the milestones identified in Exhibit E-1 for each facility. The approximate sizing of the facilities shall be as follows:
Temporary Sheriff Substation: Approximately square footage to be determined by the Parties based on LACSD reasonable needs and response time requirements.

Sheriff Station: Up to 22,000 sf facility on a site of approximately 2.5 acres.

2.3. **Construction Costs; Budget.** The Property Owners shall design, construct and equip the stations to the standard provided in Item 2.2 (at Property Owners’ sole cost and expense). The Parties shall mutually agree to a budget for the Temporary Sheriff Substation and Sheriff Station, which budget shall include an agreed maximum cost; the maximum cost shall (i) be adjusted to reflect changes in the CPI between the date the Parties agree to a budget and the date a construction contract for the Sheriff Station is awarded and (ii) include a mutually agreed reasonable contingency for unforeseen construction cost overruns. The budget shall be prepared prior to approval of the first Tentative Tract Map. In no event shall the cost of the Property Owners’ obligation to design and construct the Temporary Sheriff Substation and Sheriff Station exceed the maximum cost agreed to in the budget (as such cost may be adjusted by “(i)” in the second sentence of this Item 2.3).

2.4. Continuity of County Operations. The Sheriff Substation is required to be an essential facility; all associated requirements shall be in conformance with governing authority.

3. **Fire Stations**

3.1. **Identification of Sites, Number and Type of Stations.** The Property Owners will dedicate sites for fire stations, with the exact number of stations to be determined based on the impact metrics contained in Mitigation Measure 16-1 of the FEIR; it is anticipated that buildout of the Project will require three (3) fire stations, and potentially (but not necessarily) a fourth station if required by Mitigation Measure 16-1. The fire stations will consist, of three (3) medium stations (approximately 10,000 sf) and one (1) large station (approximately 13,000 sf), all of which will be located within the Specific Plan area. The general locations of three of the stations will be situated as identified on Exhibit 4-1 of the FEIR, subject to relocation by mutual agreement of the Parties. The fourth station, if required at all, shall be located based on mutual agreement of the Parties. With respect to the Parties’ discussion of specific locations, any such determination shall take into account (a) a 5 minute response times for a “first responder” fire service unit, (b) an 8 minute response times for advanced life support/paramedic service and (c) the reasonable agreement of the Parties as to locations that meet the metrics in “(a)” and “(b)”. Notwithstanding the metrics in the previous sentence, the Los Angeles County Fire Department will nevertheless have final approval of any fire station location.

3.2. **Timing and Equipping.** The fire stations shall be completed (i.e., certificate of occupancy issued) and equipped no later than the milestones identified in Exhibit E-1 for each fire station. The approximate sizing and equipping of the fire stations shall be as follows:

First Fire Station: Approximately 10,000 sf facility on a site of approximately 1.25 acres, equipped to be compatible, in the Los Angeles County Fire Department’s Development Impact Mitigation Agreement ("DMIA") standards.
Second Fire Station: Approximately 13,000 sf facility on a site of approximately 4 acres, equipped to be compatible, in the Los Angeles County Fire Department’s Development Impact Mitigation Agreement (“DMIA”) standards.

Third Fire Station: Approximately 10,000 sf facility on a site of approximately 1.25 acres, equipped to be compatible, in the Los Angeles County Fire Department’s Development Impact Mitigation Agreement (“DMIA”) standards.

Fourth Fire Station (if needed): To be determined based on need established pursuant to MM 16-1.

3.3. Construction and Equipping Costs. The Property Owners shall design, construct and equip each fire station to the standard provided in Item 3.2 (at Property Owners’ sole cost and expense).

3.4. Continuity of County Operations. The Fire stations are required to be essential facilities; all associated requirements shall be in conformance with governing authority.

4. Consolidated County Maintenance Yard

4.1. Identification of Site; Timing of Conveyance. Developer shall identify and dedicate a site of not less than 5 and not more than 10 acres for a consolidated maintenance yard (for use by County road maintenance, operational services [signs, striping and signal maintenance] and fleet maintenance, or by other public agencies mutually approved by the Parties) (the “Maintenance Yard Site”). The Maintenance Yard Site shall be located within an area designated for Utilities uses on Exhibit 4-1 of the Specific Plan adjacent to the sewage treatment plan (East) at a precise location that is mutually agreeable to the Parties. The exact size of the Maintenance Yard Site, within the range noted above, will be determined cooperatively and by the mutual agreement of the Parties. The Maintenance Yard Site’s exact size and location within the area described above shall be identified no later than the processing of the Tentative Map or Parcel Map that includes the 3,001st residential unit. The Maintenance Yard Site shall be offered for dedication to the County prior to issuance of the 3,001st residential building permit. Notwithstanding any dedication and/or acceptance thereof, if the County determines not to construct a consolidated maintenance yard on the Maintenance Yard Site, for any reason other than a breach of the Property Owner’s obligations hereunder, or if the site is not fully used for a consolidated maintenance yard or another governmental use by the County that is mutually approved the Parties, then the Parties agree that the Property Owner’s deed conveying title to the site for the Maintenance Yard Site shall provide for the reversion of the site (or portion of the site not used for a consolidated maintenance yard or other mutually approved governmental use by the County) to the Property Owner.

4.2. Property Owners’ Funding Obligation. The Property Owners shall deposit the amount of $4,000,000.00 with the County to be used for, and in order to assist in funding a portion of, the County’s construction of a consolidated maintenance yard on the Maintenance Yard Site (the “Maintenance Yard Contribution”). The Property Owners’ obligation to pay the Maintenance Yard Contribution shall not occur until the later of the following has
occurred: (i) the County’s acceptance of the Maintenance Yard Site or (ii) issuance of the 3,001st residential building permit. The Maintenance Yard Contribution shall be adjusted to reflect changes in the CPI between the date the Term commences and the date payment is due pursuant to the previous sentence. The Property Owners shall have no obligation to construct or operate the Maintenance Yard Site.

5. Material Recovery Facility Site

5.1. Identification of Site; Timing of Conveyance. The Property Owners shall identify and dedicate a site of not less than 5 and not more than 10 acres within the Centennial Specific Plan area designated for Utilities uses on Exhibit 4-1 of the Specific Plan the (“MRF/HHW Site”). The MRF/HHW Site shall be dedicated for use as a Material Recovery Facility (“MRF”), organic composting, and household hazardous waste/e-waste (“HHW”) collection, transfer processing and recycling facility (the “MRF/HHW Facility”), or the like. The exact size and location of the MRF/HHW Site will be determined cooperatively by the Parties based on the expected waste needs of the Centennial Specific Plan and the proximity of the site to sensitive receptors. The MRF/HHW Site’s exact size and location shall be identified during processing of the Tentative Map or Parcel Map where the site is located and shall be dedicated to the County upon the later to occur of (i) recordation of the Final Map or Parcel Map where the site is located or (ii) establishment of the exclusive franchise system described in Item 5.2. The Parties agree that the dedication of the MRF/HHW Site shall be subordinate to a deed restriction that prohibits solid waste collection, processing and recycling from outside of the Centennial Specific Plan Area, which restriction shall be for the benefit of and enforceable by the Property Owners. Notwithstanding any dedication and/or acceptance thereof, if a MRF/HHW Facility is not constructed on the MRF/HHW Site, for any reason other than a breach of the Property Owner’s obligations hereunder, or if the site is not fully used for the MRF/HHW Facility or another governmental use by the County that is mutually approved the Parties, then the Parties agree that the Property Owner’s deed conveying title to the MRF/HHW Site shall provide for the reversion of the site (or portion of the site not used for a MRF/HHW Facility or other mutually approved governmental use by the County) to the Property Owner.

5.2. County Establishment of Exclusive Franchise System. Without limiting the future legislative discretion of the County, the Parties agree that it is in their best interest that an exclusive franchise system be established for the collection of solid waste within the Centennial Specific Plan area and for the operation of the MRF/HHW Facility. Thus, the County shall in good faith undertake a process to establish an exclusive franchise system providing that (among other things): (i) a single waste hauler will service the Centennial Specific Plan area’s commercial and residential uses and operate the MRF portion of the MRF/HHW Facility from the MRF/HHW Site, (ii) the “waste-shed” of the MRF/HHW Facility shall be limited exclusively to the Centennial Specific Plan area (i.e., the MRF/HHW Facility shall in no event process waste from outside the Centennial Specific Plan area); (iii) the length of the exclusive franchise will be sufficiently long in duration to encourage a waste hauler to take on the franchise. The County’s completion of creating an exclusive franchise system that includes the aforementioned concepts shall be a
condition precedent to the Property Owners’ obligations to dedicate in excess of 5 acres and a condition precedent to the Property Owners’ funding obligations in Item 5.4 below.

5.3. **Incentives for Use of MRF/HHW Facility.** The Property Owners shall have no obligation to construct or operate the MRF/HHW Facility. Nevertheless, Property Owners shall cooperate in good faith (but at no cost to them other than the funding obligations in Item 5.4) with County efforts to incentivize the use and operation of a MRF.

5.4. **Property Owners’ Funding Obligation.** The Property Owners shall deposit an amount not to exceed $3,000,000, which shall be adjusted for changes in CPI, to assist the County with establishing an exclusive franchise system and development of the portion of the facility used for HHW use (the “**MRF/HHW Contribution**”). The Property Owners’ obligation to deposit the MRF/HHW Contribution (apportioned in the manner described in the next sentence) shall not occur until the earlier of the following: (i) establishment of the exclusive franchise system or (ii) issuance of the 5,000th residential building permit (the “**Deposit Trigger Date**”). The Developer shall make an initial deposit of $1,000,000 to the County following the Deposit Trigger Date and shall make an additional deposit (not to exceed) the remaining balance of the MRF/HHW Contribution at the time the building permit for the MRF/HHW Facility is issued.

6. **Animal Care Facility**

6.1. **Identification of Site; Timing of Conveyance.** The Property Owners shall identify and dedicate a site of not more than 2 acres within the Centennial Specific Plan area, which site shall be dedicated for use as an animal care center (“**Animal Care Facility**”). The exact size and location of the site for the Animal Care Facility will be determined cooperatively by the Parties based on proximity of the site to sensitive receptors, accessibility for the public, and best practices for housing and care of animals. The Animal Care Facility’s exact site location shall be identified during processing of the Tentative Map or Parcel Map that includes the 3,501st residential unit (but may be located somewhere other than the map that includes the 3,501st residential unit). The Animal Care Facility site location shall be offered for dedication to the County prior to issuance of the 3,501st residential building permit. Notwithstanding any dedication and/or acceptance thereof, if the County determines not to construct the animal shelter and animal control facility, for any reason other than a breach of the Property Owner’s obligations hereunder, or if the site is not fully used for an animal shelter and animal control facility or another governmental use by the County that is mutually approved by the Parties, then the Parties agree that the Property Owner’s deed conveying title to the Animal Care Facility site shall provide for the reversion of the site (or portion of the site not used for an animal shelter and Animal Care Facility or other mutually approved governmental use by the County) to the Property Owner.

6.2. **Property Owners’ Financial Obligation.** The Property Owners shall deposit an amount not to exceed $10,000,000 with the County to assist the County with its construction and equipping of the Animal Care Facility at the agreed-upon Site (the “**Animal Care Facility Contribution**”). The Property Owners’ obligation to deposit the Animal Care Facility Contribution shall not occur until the later of the following has occurred: (i) the County’s
acceptance of the Animal Care Facility site or (ii) issuance of the 3,501st residential building permit. The Animal Care Facility Contribution shall be adjusted to reflect changes in the CPI between the date the Term commences through the date the deposit is due pursuant to the previous sentence. The Property Owners shall have no obligation to construct or operate the Animal Care Facility.

7. Park Facilities & Open Space Dedication

7.1. Commitment to Provide Additional Regional Park Land. Property Owners shall increase designated park space from what is provided in the Specific Plan to 6 acres per 1,000 residents, resulting in an additional approximately 96 acres for regional park space (the “Supplemental Regional Park Land”). The Supplemental Regional Park Land shall be located within drainage and retention areas and the County agrees to designate, treat and deem such land as “regional park space.” The Parties shall mutually agree to the exact locations of the Supplemental Regional Park Land within those areas identified and depicted on Attachment “1” of this Exhibit G at the time a Tentative Tract Map that includes an area identified and depicted as Supplemental Regional Park Land is processed; such land shall thereafter be identified in any Tentative Tract Map and Final Map. In order to ensure that Supplemental Regional Park Land is distributed throughout the Project, the Parties agree that not every Tentative Tract Map within which Supplemental Regional Park Land is conceptually identified need include such land. The Parties agree that the Supplemental Regional Park Land shall be maintained as natural open space (utilizing concepts of natural, native, drought tolerant, grassland, and wildflower landscape design concepts).

7.2. Construction of Public Parks and Park Amenities; Timing. The Property Owners shall construct, at their cost and expense, all public parks, park improvements and amenities within the Specific Plan for dedication to the County. The public parks will be completed (and a certificate of occupancy issued as to any structures), improved and amenitized no later than the milestones identified in Exhibit E-1 for each public park and each Tentative Tract Map shall include conditions establishing the specific timing and phasing of design, construction, funding obligations, security and dedication requirements for each park within said map.

7.3. Construction and Equipping Budget; Fee Credit. The Parties shall mutually agree to a Project-wide budget for park improvements and amenities (“Park Facilities Budget”); the budget shall (i) be adjusted to reflect changes in the CPI between the date the Parties agree to a budget and the date a contract is awarded for the construction of the improvements and amenities in a particular park and (ii) include a mutually agreed reasonable contingency for unforeseen construction cost overruns. The Park Facilities Budget shall memorialize the Parties’ mutual understanding of the Property Owners’ financial obligations with respect to constructing parks and park amenities. The Park Facilities Budget shall be prepared prior to approval of the Project’s first Tentative Tract Map. The Property Owners shall receive a dollar for dollar credit in lieu of any obligations to pay Impact Fees related, in whole or in part, to parks for the value of the design, construction and amenitizing of the public parks as provided in Section 3.5. To the extent that the total value of dedication, construction and equipping of public parks exceeds the
Property Owners’ obligations to pay applicable Impact Fees related, in whole or in part, to public parks, the Property Owners agree that they shall not seek reimbursement from the County.

7.4. Conservation of Open Space & Land in Off Site Mitigation Preserves. To secure the timely protection and conservation of open space as provided in the Initial Project Approvals, and to do so in advance of when such conservation may otherwise be required by such approvals, the Parties desire to memorialize the phasing of the Property Owners’ conservation of onsite open space (identified and depicted as “Open Space” on Exhibit 4-1 of the FEIR) and certain offsite open space (which offsite open space is termed “Off-Site Mitigation Preserves” in the FEIR, and identified and depicted on Exhibit 5.7-10) as follows:

7.4.1. For onsite open space that is located within the boundaries of the Specific Plan area and is identified and depicted on Exhibit 4-1 of the FEIR, the Property Owners shall place such open space into conservation easements, as may be required by the Initial Project Approvals, no later than recordation of the first Final Map that is adjacent to the respective open space.

7.4.2. For the site identified as Off-Site Mitigation Preserve “Area 1” in Exhibit 5.7-10 of the FEIR, the Property Owners shall place into conservation easement, as may be required by the Initial Projects Approvals, Area 1 no later than one year following the Effective Date of this Agreement.

7.4.3. For the site identified as Off-Site Mitigation Preserve “Area 2” in Exhibit 5.7-10 of the FEIR, the Property Owners shall place into conservation easement, as may be required by the Initial Project Approvals, Area 2 no later than one year following the Effective Date of this Agreement.

7.4.4. The milestones described in the previous sentences are further identified in Exhibit E-1.

8. Library

The Property Owners will (i) dedicate one (1) site of approximately 2.62 acres located within Village 3 of the Centennial Specific Plan for the exclusive use as a public library (“Library Site”) and (2) pay applicable Impact Fees for library services; provided, however, that if the County determines in its sole discretion that it does not desire the Library Site to be dedicated, then the Property Owners shall only be obligated to pay the applicable Impact Fee for library services. The location of the Library Site shall be subject to relocation by mutual agreement of the Parties. Conveyance to the County will occur upon recordation of the Final Map for the tract in which the Library Site is located, subject to the County’s acceptance of the dedication as required by law. Notwithstanding any dedication and/or acceptance thereof, if a library is not built on the Library Site within ten (10) years of conveyance and acceptance, for any reason other than a breach of the Property Owner’s obligations hereunder, or if the site is not fully used for a library or another governmental use by the County that is mutually approved the Parties, then the Parties agree that the Property Owner’s deed conveying title to the Library Site shall provide for the reversion of the
site (or portion of the site not used for library or other mutually approved governmental use by the County) to the Property Owner. The Property Owners shall receive a dollar for dollar credit in lieu of any obligations to pay Impact Fees related, in whole or in part, to library services for the value of the dedicated Library Site as provided in Section 3.5. In addition to the aforementioned obligations, the Property Owners shall include a location for the parking of a “bookmobile” in the Project’s first retail center.

9. Sustainability Learning Program and Facilities

9.1. Program Development and Implementation. Property Owners shall, in collaboration, cooperation and coordination with the County (but at the Property Owners’ sole cost and expense) develop, prepare and implement a “sustainability learning program” as provided in this Item 9. The program shall be prepared prior to final approval of the Project’s first tentative tract map. The program will be designed to provide interactive resources and programmatic activities at locations throughout the Project for the general public to learn about, see demonstrations/attend classes and engage in practices for a sustainable living environment in such areas as smart gardening, composting, water conservation practices, rain and stormwater capture, alternative energy and energy efficiency, recycling, transportation alternatives, natural design, green architecture, GHG reduction and related topics. To the extent feasible, the sustainability learning program’s interactive features will be complimentary to other Centennial Specific Plan amenities and incorporated into the Property Owners’ welcome center/model home sales sites.

9.2. Facilities. To encourage public participation, access and interaction, the County and Property Owners shall cooperate to co-locate sustainability learning program facilities within other public facilities, including at the Civic Facility and within Project parks. Any construction of the sustainable learning program facilities that are co-located in other public facilities shall be complete within the milestones established in Exhibit E-1 for each respective On Site Public Infrastructure facility in which a sustainable learning program facility is located.

9.3. Seed Funding for Staff. The Property Owners (or an entity affiliated with the Property Owners) shall make an annual payment to the County in the amount of $10,000 (each a “Sustainable Learning Program Payment” and, collectively, the “Sustainable Learning Program Payments”) as seed funding to pay for adequate staffing of the sustainable learning program facilities for a period of three (3) years commencing the year the first certificate of occupancy for a residential unit is issued. The first Sustainable Learning Program Payment shall be made prior to issuance of the first certificate of occupancy for a residential unit and, thereafter, the remaining two (2) payments shall be made on or before January 1st of each such successive year. The total Sustainable Learning Payments, in the aggregate, for which the Property Owners are obligated shall not exceed $30,000. It is intended that following seed funding, the staffing of the learning center will be volunteer-based or funded through other mechanisms and the Parties shall cooperate to develop long term funding opportunities.
10. County Fleet Maintenance Facility Site

A County fleet maintenance facility shall be coordinated with and implemented into the consolidated Maintenance Yard Site that is described in Item 4 above.

11. Affordable Home Ownership and Rental Housing Program

11.1. Affordable Housing Obligation. Ten percent (10%) of the residential units constructed throughout the entire Project, which may include both homeownership and rental units as further specified below, shall be made available as affordable units to very low, low and moderate income individuals and families earning between fifty percent (50%) and one hundred and twenty percent (120%) of the Los Angeles County area median income, as determined by the US Department of Housing and Urban Development (adjusted for household size) (“AMI”) (sometimes referred to in this Item 11 as the “housing set aside requirements”). The affordable units shall be subject to deed restriction and affordability covenants (“Affordability Covenants”). No Project Approval or Applicable Rule shall impose an obligation on the Property or any portion thereof, to include affordable units for any other AMI groups, unless expressly agreed to by the Property Owners in their sole and absolute discretion.

11.2. Affordable Housing Implementation Plan. To implement this Item 11, the Parties shall cooperate to develop and prepare an “Affordable Housing Implementation Plan”, with the participation by the Executive Director of the County of Los Angeles Community Development Commission and the Director of Planning. The Affordable Housing Implementation Plan shall be prepared and executed within one (1) year after the Effective Date of this Agreement. The Affordable Housing Implementation Plan shall be consistent with and not conflict with the provisions of the Applicable Rules and this Agreement and shall include, among other things:

(1) Identification of the exact mix of affordable units (i) among very low, low and moderate AMI thresholds and (ii) among rental and for-sale housing types (subject to Item 11.4).

(2) Provisions identifying the Property Owners as having responsibility for compliance with the affordable program unless and until there is a County-approved and recorded Assignment and/or associated Affordability Covenants for any parcel that is sold or assigned to a third party developer. In this regard, the Parties acknowledge that the practical implementation of the Affordable Housing Implementation Plan envisions the sale of parcels to specific developers who agree to implement a portion of the housing set-aside requirements, however the overall responsibility for compliance shall rest with the Property Owners until there is a County-approved and recorded Assignment and/or associated Affordability Covenant for any parcel that is sold or assigned to a third party developer.

(3) The Affordability Covenants must be recorded prior to, and senior to, any covenants or deeds recorded in conjunction with future land sales and/or Assignments of parcels designated to include affordable housing set-aside units.
(4) The Property Owners will otherwise comply with County Code Sections 22.56.2640 (monitoring) and 22.60.100 (payment of fees). The imposition of project review and monitoring fees, as such fees may be determined from time to time by the County in its sole discretion, will be required, and said payment of all fees is an obligation of the Property Owners or an approved Assignee.

(5) Prioritization to provide units based on the following criteria, subject to any limitation or requirements of law, in the sale or renting of affordable units: (i) the lowest income qualifying buyers at the time an affordable unit is for sale, (ii) first-time homebuyers, (iii) persons whose principal workplace is within the Centennial Specific Plan, (iv) community-serving employees such as police and other law enforcement officers, fire-fighters, teacher and healthcare workers.

(6) Timing by which affordable units will be made available, which shall be reasonably contemporaneous with the overall development of housing units permitted as part of the Project, including enforcement mechanisms to require that for every 1,250 market-rate residential units issued certificates of occupancy, the County shall not issue a final certificate of occupancy for the 1,251st market-rate unit until at least 125 affordable units are made available or the Property Owners have made good faith efforts to make such 125 units available consistent with the Affordable Housing Implementation Plan (e.g., sites with adequate density are transferred to a bona fide affordable housing developer or such sites with adequate density are encumbered by Affordability Covenants).

(7) A marketing plan for affirmative marketing, selling and renting of affordable units.

(8) Provisions requiring compatibility of affordable units with respect to the design or use of market rate units in terms of exterior appearance, materials and finished quality.

(9) Provisions addressing the ability of Property Owners to transfer affordable housing units between communities, planning areas or phases by up to 20 percent, so long as the total of a minimum of 10% affordable units (with the Parties agreeing to round up to the nearest whole unit for the purpose of determining the 10% threshold) is provided at Project build-out.

(10) For-sale homes under the Affordable Housing Implementation Plan shall include a Los Angeles County CDC-approved shared-equity provision. To the extent allowable by law, the CDC requirements shall include the shared equity provision in the Promissory Note and Deed of Trust and shall be acknowledged by the homebuyer.

11.3. Public Assistance. Nothing in this Agreement precludes the County, in its sole and absolute discretion, from providing financial or other assistance in the development of affordable housing units. Nothing set forth in this Agreement, the Affordable Housing
Implementation Plan, or any Project Approval shall preclude the use of any affordable housing assistance from any sources (private, public or nonprofit).

11.4. **Mix of For-Sale and Rental Affordable Units.** The allocation of very low, low and moderate income units shall be distributed between the for-sale and rental units in accordance with the approved Implementation Plan and may be designated solely for rent, designated solely for-sale, or may be a mix of both rental and for-sale units.

11.5. **Credit for Units Made Available In Compliance with Agreement and Plan.** Property Owners shall receive credit against the 10% affordable unit obligations in this Agreement for each affordable unit that is made available in compliance with this Agreement and the Affordable Housing Implementation Plan. The ultimate disposition of an affordable unit or the longevity of an affordable units’ income-restricted status resulting from occurrences beyond the Property Owners’ control (e.g., failure to attract buyers or resale at market rate in violation of Affordability Covenants by affordable unit purchasers) will not cause credited affordable units to be clawed back or otherwise preclude the issuance of certificates of occupancy for market-rate units.

11.6. **Distribution and Adjustment.** The distribution and number of affordable units provided in any particular community, planning area, phase or tract map may be adjusted by the Property Owners as part of seeking Implementing Approvals or Implementing Discretionary Actions, provided that the overall commitment to make available 10% affordable units throughout the Project in a manner consistent with this Agreement and the Affordable Housing Implementation Plan is satisfied. It is the Parties’ intention that affordable units will be constructed simultaneously with the overall residential development of the Project, shall be intermixed with market rate development, and will include similar size and design as market rate product.

11.7. **Future Affordable Housing Rules Deemed in Conflict.** Notwithstanding anything to the contrary in this Agreement, the Parties agree that any Future Rules that impose affordable housing obligations, inclusionary housing requirements or similar Rules, Regulations or Official Policies that pertain to the provision or funding of affordable housing (“Future Affordable Housing Rules”) shall be in conflict with the Initial Project Approvals, the Applicable Rules and this Agreement (including, without limitation, the provisions contained in this Item 11). As such, Future Affordable Housing Rules shall not apply to, or be enforceable with respect to, the Project. The prohibition on the County applying and enforcing Future Affordable Housing Rules on the Project is an express exclusion from the reservations of County authority contained in the second paragraph of Section 3.2 of this Agreement. The Parties agree that the prohibition contained in this Item 11.7 is a material basis for the Property Owners agreeing to include Item 11 in this Agreement and that the Property Owners would not agree to Item 11 but for the agreement by the County that it will not enforce or apply Future Affordable Housing Rules on the Project.

12.1. Net Zero Carbon for Electric Sector. The Property Owners shall achieve a “net zero carbon for the electric sector” standard on all public and private facilities constructed within the Project. As used in this Item 12, “net zero carbon for the electric sector” means that carbon emissions created to produce electricity that is consumed within the Specific Plan area will be offset with an equivalent amount of carbon emission reductions that result from quantified greenhouse gas emission reductions. For the purpose of quantifying greenhouse gas emission reductions, localized greenhouse gas reductions will be prioritized, with first priority given to greenhouse gas emission reductions from Project activities, the Property, or other property owned by Tejon; second priority will be given to funding or acquiring greenhouse gas reduction credits or allowances approved by the County to achieve greenhouse gas emission reductions in Los Angeles County, in California, and outside California in that priority order. Because new and modified technologies and services that reduce greenhouse gas emissions are anticipated to be required by Applicable Rules, as well as made available in the market, greenhouse gas emission calculations as well as compliance with the net zero carbon for the electric sector standard shall be documented by the Property Owners over time as part of each application for a Tentative Tract Map in a form and content that is agreeable to the County. Compliance with the net zero carbon for the electric sector standard shall be reviewed and approved by the County as part of the Tentative Tract Map approval process.

12.2. Community Choice Aggregation Program. The Property Owners shall, to the extent allowed applicable law, cause future Project occupants to participate in the Clean Power Alliance (“CPA”) program to maximize reliance on renewable energy resources for the use of electricity imported to and used on the Project site. To the extent that the Property Owners are precluded by existing laws from requiring future Project occupants to participate in the CPA, the Property Owners shall provide educational information about the financial and climate change benefits of participating in the CPA for mandatory distribution to property owners within the Project, and shall require residential and commercial property owners’ associations to include such information on their websites with an annual reminder notice posted as a banner or similar graphic on the home page of such websites for no less than seven consecutive days (“Property Owner Association Website Notices”).

12.3. Emergency Preparation and Response Resiliency. The Property Owners shall require future residential and commercial property owners associations to develop and implement an emergency preparation and response plan, including shelter-in-place and evacuation plans as well as first aid and emergency electric power supplies. The Property Owners shall provide educational information about the health and safety benefits of emergency preparation and response supplies such as a seven-day supply of potable water and food, and solar-powered batteries for communication and refrigeration, to respond to earthquakes and other potential disasters, at the initial point of property sale, and annually thereafter in Property Owner Association Website Notices. The Property Owners and Property Owner Association Website Notices may also identify emergency response supply and battery vendors providing discounts or other preferential terms to Project site occupants.
13. Public Art

13.1. Public Art Included in Design Guidelines. The Property Owners shall prepare public arts guidelines ("Public Arts Guidelines") for the Centennial Specific Plan. The Public Arts Guidelines shall be prepared by the Property Owners and submitted to the County with the first application for a Tentative Tract Map that contains commercial or industrial land use designations. The Property Owners shall have discretion to develop the Public Arts Guidelines, but particular emphasis shall be given to integrating public art in public places such as parks and plazas (including as part of landscape, hardscape and water features) and focusing on features that respect and account for the ranching tradition and history of the Property. In preparing the Public Arts Guidelines, the Property Owners shall include and consult with staff from the County of Los Angeles Public Arts Commission (or its successor department) in development of the guidelines.

13.2. Payment of Arts Impact Fee; Credit for Providing Public Art. If the County has adopted a County-wide Impact Fee for public art prior to the issuance of the first commercial or industrial building permit within the Project, then the Parties agree that the fee adopted by the County shall be applicable to all commercial and industrial development within the Project to the same extent such fee would apply on a County-wide basis, notwithstanding the provisions contained in Section 3.5; provided, however, that any such fee collected on development in the Specific Plan area shall only be used for public art within the Specific Plan area. If no such Impact Fee has been adopted prior to issuance of the first commercial or industrial building permit within the Project, then notwithstanding Section 3.5, a fee equal to one percent (1%) of the “building valuation” of any newly constructed commercial and industrial structures within the Project shall be deposited into a separate segregated account for the benefit of providing public art within the Specific Plan area; provided, however, that such fee shall be required only for newly constructed industrial and commercial structures having a “building valuation” of $500,000 or more. Notwithstanding the previous sentence, if the County later adopts an Impact Fee for public art that is of County-wide application, such County-wide fee shall replace the fee agreed to in this Item 13.2.

13.2.1. Definition. For the purpose of this Item 13, “building valuation” shall mean the total value of all construction work for which a building permit is issued, and includes, but is not limited to, outside improvements, all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanently installed work or permanently installed equipment. The term shall not include land valuation.

13.2.2. Credit for Construction of Public Art. Commercial and industrial construction in the Centennial Specific Plan shall receive a dollar for dollar credit in lieu of any obligations to pay Impact Fees related, in whole or in part, to public art (or the fees described in Item 13.2) for the value of any public art constructed by Property Owners (so long as such art is consistent with the Public Art Guidelines) in the manner provided in Section 3.5.
14. Education Trust Fund

Property Owners shall make an endowment payment in the total aggregate amount of $250,000 (the “Education Trust Payment”) as seed funding to create and establish an educational trust benefiting primary or secondary education in the Antelope Valley. The Education Trust Payment shall be targeted to, and used exclusively for, activity in and around the Project area by the educational trust. The Education Trust Payment shall be made by the Property Owners prior to issuance of the first residential building permit for the Project. In the event that a structure for the educational trust has not been formalized and finalized prior to the Property Owners’ obligations in this Item 14, then the County agrees that the Property Owners shall have satisfied their obligations in this item by depositing the Education Trust Payment into an escrow account at a financial institution of the County’s selection for release at such time as the trust is established. The Parties will cooperate and collaborate to create and establish an educational trust prior to the date the Education Trust Payment is due.

15. Medical Facility Site & Incentives

15.1. Identification and Establishment of Exclusive Site for Medical Facility. Prior to or as part of an application for the first Tentative Tract Map that includes residential and retail/commercial development, the Property Owners shall identify (in cooperation with the County) a site in said Tentative Map to designate and restrict, as an exclusive permitted use, an urgent care facility of approximately 5,000 sf (“Medical Facility Site”). The location of the Medical Facility Site shall not require any amendment to the General Plan or Centennial Specific Plan land use designations approved as part of the Initial Project Approvals.

15.2. Marketing and Incentivizing Medical Facility Use. Following approval of the Tentative Tract Map, the Property Owners will use good faith efforts to identify methods to incentivize a medical provider’s use of the Medical Facility Site as an urgent care facility. The Property Owners shall be entitled to use their respective reasonable business judgment in determining the mechanisms, manner and mix of incentives offered to attract a medical provider and such incentives may include, but are not limited to, construction (or reimbursement/crediting of a portion of costs) for site-specific infrastructure (utility stubbing, curb/gutter cuts, landscape, lighting/parking/shared parking, or agreement to pay for emergency signalization on public roads), payment of impact fees applicable to the exclusive use (if any), or (if market conditions warrant in the Property Owners’ reasonable business judgment) providing sale or leasing of the site at rates or on terms that assist in obtaining a medical provider. This Agreement does not limit or restrict the Property Owners’ sole and absolute discretion to negotiate the business and other terms by which a medical provider may use the Medical Facility Site. Property Owners shall engage in outreach to medical users to market the Medical Facility Site and shall promote any incentives offered by the Property Owners in such outreach.

15.3. Medical Facility Site in Future Tentative Maps; Satisfaction of Obligation. If a medical provider does not enter an agreement to use the Medical Facility Site within five (5) years of the first Tentative Map’s final approval, and provided that the Property Owners’ have made good faith efforts to satisfy the outreach and incentive obligations in
Item 15.2, then the Medical Facility Site’s exclusive use limitation shall be released by County (i.e., any permitted use shall thereafter be allowed); provided, however, that prior to and as a condition on such release the Property Owners shall, in cooperation with the County, identify a new Medical Facility Site to be included on the next Tentative Tract Map. The obligations in this Item 15 shall continue until such time as a medical provider has acquired or enters an agreement to use the Medical Facility Site, at which time the Property Owners’ obligations in this Item 15 shall be deemed satisfied.

16. Financing of Operations and Maintenance of Public Park and Open Space Improvements

16.1. Use of Public Financing to Maintain and Operate. The Parties agree that funding for the operation and maintenance of public parks and open space facilities within the Centennial Specific Plan shall be achieved, in part (and in addition to property or other ad valorem tax revenue collected and periodically allocated by the County for such purposes), by establishing one or more public financing districts (e.g., JPA, CDF, CSD, GHAD, EIFD, etc.) for such activities. In no event shall the total property or ad valorem tax and assessment liability for residential property exceed 2% of initial assessed value. If a Homeowners Association or other private entity becomes obligated by Initial Project Approvals, Implementing Approvals or Implementing Discretionary Actions to maintain/operate public parks or open space, then the obligation of such entity shall be conditioned on reimbursing or crediting it for the cost of such operation and maintenance obligations in accordance with applicable law, it being the intention of the Parties that there should not be both the public financing or park facilities and a separate private funding obligation for the same costs.

16.2. Formation of Public Financing District(s). The County shall cooperate in the creation of one or more public financing districts to provide for the operation and maintenance of public parks and open space facilities. The County shall in good faith consider taking all necessary actions and cooperate with other agencies within the lawful scope of its authority to accomplish the formation of any public financing districts and in the levying of such assessments. The County will consider joint facilities with other governmental entities in order to explore both joint use and financing opportunities. In connection with any formation by the County, the Property Owners shall execute and record a covenant agreeing on behalf of themselves and successors (including any homeowners associations or similar entities) not to contest the formation of any public financing district requested by the Property Owners to finance the matters contained in this Item 16; provided, however, the County shall not take action to increase any assessment levied by any public financing district except as may reasonably be required to adjust such assessments for inflation.

17. Public Financing of Certain Improvements

Refer to Section 3.4 of the Agreement.
18. Point of Sale

Property Owners and Successor and Assigns shall cooperate and work with County to establish a local Los Angeles County point of sale for use in the collection of sales and use taxes associated with construction resulting from buildout of the Project. The Parties anticipate that this process may include, but is not necessarily limited to, general contractors and subcontractors on applicable construction contracts in the Project obtaining a Board of Equalization sales/use tax sub permit for the jobsite at the Project site on which a general contractor or subcontractor is working and allocating all eligible sales and use tax payment to the County. The County shall be entitled to use this sales and use tax information publicly for reporting purposes. The County shall cause its tax consultant(s) to reasonably cooperate with general contractors and the general contractor’s subcontractors to effect the intention of this provision. The point of sale program shall be prepared concurrent with the submittal of public works improvement plans and prior to the issuance of a rough grading permit.

19. Local and Minority/Women/Disadvantaged Business Hiring Program

19.1. Hiring Plan. The Property Owners shall encourage a hiring goal of 10% of Local (defined below) residents, minority-owned, women-owned, and disadvantaged business enterprises for the construction of buildings within the Specific Plan by preparing and implementing a hiring target, markings and outreach plan (“Hiring Plan”).

19.2. Hiring Goals. As part of implementing the Hiring Plan, the Property Owners shall either establish or partner with an established job-skills training program(s) to give Local residents, minority, women, and disadvantaged business enterprises access to the project.

19.3. Reporting. As part of the Annual Review, the Property Owners shall provide a report on implementation of the Hiring Plan and progress with respect to the 10% hiring goal. So long as the Property Owners are in good faith, and with diligent effort, implementing the Hiring Plan, the Property Owners shall not be in default of this Agreement for not reaching the 10% hiring goal.

19.4. “Local” shall be defined as, in the following order of priority:

   (1) Tier 1: Workers residing in Lancaster, Palmdale or the Los Angeles Portion of the Antelope Valley;

   (2) Tier 2: Workers residing within 50 miles of the Centennial Specific Plan area;

   and

   (3) Tier 3: Workers who reside in the County of Los Angeles.

20. Universal Access

20.1. Homebuilders developing single-family residential units in the Project shall offer, as part of the options program such residential units, one or more Optional Universal Access Features (which are described in the next sentence), which homebuyers may elect to include at such homebuyers’ additional cost. The exact mix of Optional Universal
Access Features to be offered for residential units to homebuyers shall be identified by the applicant in a site plan review application for the residential units that are the subject of the site plan application.

20.2. As used herein, “Optional Universal Access Features” mean: (1) Ground-level building entrances without stairs (except as limited by site and grading constraints); (2) Clear lines of sight to buildings or other areas to reduce dependence on sound (except as limited by site and grading constraints); (3) Accessible path of travel to dwelling; (4) 32” wide interior doors; (5) Handrail and handrail reinforcement in hallways; (6) Entry door high/low peep hole viewer; (7) Doorbell at 48” maximum height in accessible location (36”); (8) Switches and outlets at 15” to 48” above the floor; (9) Rocker light switches; (10) Closet rods and shelves adjustable from 3’ to 5’6” high; (11) Up to 42” wide hallway; (12) In bathrooms/powder-rooms: (a) At least one bathroom or powder room on the primary entry level in single family detached residential unit (which may include an accessible bathtub or roll in shower, if requested early in the design phase), (b) Grab bars and grab bar backing in walls in bathrooms, (c) Lavatory with lever faucet controls, (d) Removable base cabinets or open lavatory with knee space and protection panel, and (e) Hand-held adjustable shower head; and (13) In Kitchens (a) Accessible route to the kitchen, (b) Removable base cabinets at sink, (c) Lever controls at kitchen sink faucet, (d) Switches and outlets at 15” to 48” above the floor and (e) 18” counter or breadboard for clear work area.

21. Phasing of On Site Public Infrastructure; Description of Community Benefits on Other Exhibits

Construction and substantial completion (as evidenced by the County’s issuance of a certificate of occupancy) of the On Site Public Infrastructure (defined in Exhibit E) shall be accomplished on or before the milestones established in Exhibit E-1 for each respective On Site Public Infrastructure facility.

The On Site Public Infrastructure and Phasing Plan (Exhibit E-1) sets forth the timing for certain Community Benefits listed in this Exhibit G (such items are identified in Exhibit E-1 by an asterisk (“*”)) based on the milestones identified in Exhibit E-1. To the extent that there is any conflict between how Community Benefits are described in this Exhibit G and in Exhibit E-1, it is the intention of the Parties that the provisions of this Exhibit G shall control the Parties rights and obligations with respect to the Community Benefits contained in this Exhibit G.

22. Project Phasing Maps

Subject to the terms and provisions of this Agreement, including without limitation Section 2.3, the Conceptual Phasing Plan contained and depicted in Figure 4-1 of the Centennial Specific Plan is intended by the Parties to be a guide for the conceptual phasing of Project development. The Specific Plan Conceptual Phasing Plan depiction is attached hereto as Attachment “2” to this Exhibit G, and are attached for illustrative purposes only. Notwithstanding the attachment of the Specific Plan phasing plan to this Agreement as an illustrative exhibit, should any inconsistency arise between this Item 22 and Attachment 2 hereto, on one hand, and the phasing plan contained in the Specific Plan (as approved as an Initial Project Approval or as may later be amended as a
Subsequent Discretionary Action), on the other hand, then the phasing plan that is contained in the then-current Specific Plan shall control for all purposes.

23. Commercial, Retail, Industrial, Etc. Phasing

23.1. Property Owners shall include sufficient land in each Tentative Tract Map application designated for commercial, retail, mixed use, business park and industrial uses (“Job Producing Land Use Designations”) that would reasonably demonstrate (including by provision of information pursuant to the next sentence) and permit the County to determine that a balance of jobs and housing could be attained within those land use designations upon development of the Project. In conjunction with submitting a Tentative Tract Map application, the Property Owners will provide information to the County to substantiate the attainment.

23.2. For any Tentative Tract Map that includes both residential and “neighborhood center” land use designations, the Property Owners agree that the County may impose a condition on such Tentative Tract Map that requires the Property Owner to (i) rough grade one “neighborhood center” lot or parcel (to be identified during the processing of the Tentative Tract Map) and (ii) stub wet and dry utilities to the lot or parcel. Items (i) and (ii) shall be completed prior to the issuance of the certificate of occupancy for the residential dwelling unit that would exceed 50% of the residential units allowed in such Tentative Tract Map.

23.3. Following approval of a Final Map, the Property Owners will use good faith efforts to engage in outreach and marketing of the Job Producing Land Use Designations by third party users.

24. Community Resource Center

To support the first residents and homeowners of the Project, the Property Owners shall provide within Village 1 a Community Resource Center ("CRC") located in the Village Core that provides the following facilities and services: (a) a meeting room no less than 1,500 square feet in size able to accommodate 25 persons or larger that is air-conditioned, fully furnished and equipped with a kitchenette, restrooms (with showers), A/V equipment and internet access; (b) emergency food supply storage area; (c) emergency generator; (d) first aid supplies; (e) information kiosk or display located near the building and accessible by the public when the building is closed; and (f) a mobility pick-up point with signage, lighting, seating and overhead shelter. The CRC will be included within in the first community/recreation center, home finding center, or other site that is compatible with the purpose and uses of the CRC. The CRC shall be complete (i.e., certificate of occupancy issued) prior to the issuance of the first residential certificate of occupancy.
Attachment 1 to Exhibit G

Supplemental Regional Park Land Depiction

[Attached on following page]
Attachment 2 to Exhibit G

Project Phasing Map

[Attached on following page]