TO: David W. Louie, Chair
    Elvin W. Moon, Vice Chair
    Doug Smith, Commissioner
    Laura Shell, Commissioner
    Pat Modugno, Commissioner

FROM: Jodie D. Sackett, AICP
Land Divisions Section

PROJECT NO. 02-232-(5) “CENTENNIAL SPECIFIC PLAN PROJECT”
RPC MEETING: AUGUST 29, 2018
AGENDA ITEM 5: SUPPLEMENTAL STAFF MEMO

BACKGROUND

A Regional Planning Commission (“Commission”) public hearing was recently held on July 11, 2018 regarding the proposed Centennial Specific Plan Project (“Project”). During the hearing, staff and the applicant gave a presentation, testimony was heard, and your Commission discussed the Project. In concluding the discussion, your Commission directed the applicant and staff to provide additional information on several subject areas and then continued the public hearing to August 29, 2018 to allow additional time to provide this information. The subject areas are summarized below.

SUMMARY OF RESPONSES AND CHANGES

Applicant Response Letter
Please review Attachment A, a response letter prepared by the applicant that covers the following areas: AVAP consistency, incorporation/annexation, Tejon Ranch land management, affordable housing, fiscal costs, open space, I-5 and construction traffic, water reclamation plant, and EV use.

Annexation and Incorporation
Per your Commission’s request, staff has provided Attachment B that summarizes the process of annexations and incorporations and how they relate to the project’s Development Agreement.

DA “Mutually Agreeable” Language
Per your Commission’s request, staff has provided Attachment C, an exhibit which explains the usage of the phrase “mutually agreeable” in the Development Agreement.
Development Agreement – Phasing & Community Benefits
Attachment D includes Exhibits E-1 and G of the Development Agreement. Exhibit E-1 is an updated Phasing Plan Summary showing the description and timing of each Community Benefit. Exhibit G is a detailed description of each Community Benefit and includes both minor revisions and new Community Benefit language shown in underline. The full DA is provided in Attachment H (USB Drive).

Changes to the Specific Plan
Please find in Attachment E additional “red-line” changes to the June 2018 version of the draft Specific Plan. The attachment includes changes to Chapter 3 (Affordable Housing) and new language added for “Community Resilience” and “Live-Work Units”. The new Community Resilience section, to be located in the Mission & Vision section of the Specific Plan, has been recommended by staff to collect key resiliency-related project features in one location of the document for easy reference. The new Live-Work Unit section, also recommended by staff, describes a new project feature that is a component of a larger “live-work strategy” of the project, and is to be located in Chapter 2. Lastly, note that Specific Plan Appendix 3-C (Affordable Housing Implementation Plan) has been deleted as this information has been superseded and is now fully contained in the Development Agreement.

Changes to Draft CUP Conditions of Approval
Staff has included in Attachment F a new CUP Condition of Approval, requirements for drainage devices that are proposed within project-designated Open Space areas.

Additional Correspondence Received
Please find in Attachment G additional public correspondence received since August 8, 2018.

Response to July 11, 2018 Public Hearing Testimony
Please find in Attachment H the applicant’s itemized responses to individual testimony given at the June 6 and July 11, 2018 Commission public hearings.

Response to Additional FEIR Comments Received
Please find in Attachment H updated responses to public comments and correspondence received after the July 11, 2018 Commission hearing.

Additions to the FEIR and Revised Comparison Chart
Attachment H contains two additions to the FEIR—a new GHG Report, and expanded Mitigation Measures added to the MMRP. Attachment H also contains a revised Centennial-Newhall GHG-Net Zero Comparison Chart.

STAFF RECOMMENDATION
The following recommendation is subject to change based upon additional testimony and/or additional documentary evidence presented at the public hearing:
• That the Regional Planning Commission approve the attached changes and modifications to the project Final EIR, Specific Plan, Development Agreement, and draft Conditions of Approval; and
• That the Regional Planning Commission **recommend approval** of the “proposed project” identified in the Centennial Draft EIR Chapter 4, by approving the following Motions and Resolutions associated with Project No. 02-232-(5): Specific Plan No. 02-232, Development Agreement No. RPPL2016003940, General Plan Amendment No. 02-232, Zone Change No. 02-232, Vesting Tentative Parcel Map No. 060022, and Conditional Use Permit No. 02-232, subject to the attached Findings and Conditions, and certify the Final EIR, Case No. 02-232/SCH No. 2004031072.

**SUGGESTED MOTIONS:**

**I MOVE THAT THE REGIONAL PLANNING COMMISSION CLOSE THE PUBLIC HEARING, FIND THAT THE REGIONAL PLANNING COMMISSION HAS REVIEWED AND CONSIDERED THE FINAL EIR, RECOMMEND THAT THE LOS ANGELES COUNTY BOARD OF SUPERVISORS CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH # 2004031072), INCLUDING THE WATER SUPPLY ASSESSMENT, AND RECOMMEND ADOPTION OF FINDINGS OF FACT, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CENTENNIAL PROJECT (ALL INCLUDED IN ATTACHMENT H).**

**I MOVE THAT THE REGIONAL PLANNING COMMISSION ADOPT THE ATTACHED RESOLUTIONS INCLUDED IN ATTACHMENT H WHICH RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE GENERAL PLAN AMENDMENT NO. 02-232, SPECIFIC PLAN NO. 02-232, DEVELOPMENT AGREEMENT NO. RPPL2016003940, AND ZONE CHANGE NO. 02-232.**

**I MOVE THAT THE REGIONAL PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE BURDEN OF PROOF STATEMENTS, THE VESTING TENTATIVE PARCEL MAP NO. 060022, AND CONDITIONAL USE PERMIT NO. 02-232, SUBJECT TO THE ATTACHED FINDINGS AND CONDITIONS, AND MMRP (ALL INCLUDED IN ATTACHMENT H).**

**Please see the Attachments list on the next page.**
ATTACHMENTS

A. Applicant Response Letter
B. Staff Exhibit – Annexation & Incorporation
C. Staff Exhibit – DA Language ("Mutually Agreeable")
D. DA Community Benefits & Phasing Summary (Exhibits E-1 & G)
E. Specific Plan "Red-Line" Changes
F. New CUP Condition for OS Drainage
G. Additional Correspondence Received
H. USB/Flash Drive containing the following: Specific Plan; DEIR; FEIR; CEQA Findings; SOC; revised MMRP; Responses to Public Hearing Testimony (NEW); updated Responses to Additional FEIR Comments; revised Centennial-Newhall Comparison Chart; Two Additions to FEIR (NEW – GHG Update Report; expanded Mitigation Measures 3-2 and 3-11); revised draft Development Agreement with all attachments and appendices; June 6, 2018 Commission Hearing Package containing the original Staff Report with attachments to include: draft Resolutions, Ordinances, Findings and Conditions of Approval, Burden of Proof Statements, and Vesting Parcel Map w/ Exhibit “A”; and July 11, 2018 Supplemental Memo Package with all attachments

SDJ:JDS
8/16/18
AUGUST 29, 2018 RPC AGENDA ITEM NO. 5
“CENTENNIAL” PROJ. 02-232-(5)

SUPPLEMENTAL MEMO “ATTACHMENT A”
APPLICANT RESPONSE LETTER
August 14, 2018

RE: Centennial Project

Dear Chairman Louie and Commissioners:

We appreciated the opportunity to present the Centennial project to your Commission and members of the public on July 11, 2018. Members of your Commission raised several questions during the meeting, and we wanted to briefly address each in this letter in anticipation of returning to your Commission on August 29, 2018.

1. Centennial Implements the County’s Approved Antelope Valley Area Plan

Although Tejon has proposed to develop a new community on the Project Site for more than 15 years, the Board of Supervisors approved the siting and scale of this new community on June 16, 2015 with approval of the Antelope Valley Area Plan (AVAP). The County developed the AVAP with extensive community outreach and engagement, and prepared a full Environmental Impact Report (EIR) for the AVAP. The land use planning vision for the AVAP was to preserve the open space and rural community character of existing communities, to substantially restrict development on hundreds of thousands of sensitive ecological and agricultural areas, and to confine substantial new urbanized development to three Economic Opportunity Areas (EOAs) located in the western, central, and eastern plan areas. The Centennial Site is wholly within the boundaries of the western EOA, and is the size and scale of new community considered and approved in the AVAP.

Subsequent to approval of the AVAP, the County also approved on April 6, 2015 a comprehensive update to the County’s General Plan. The General Plan included the AVAP as well as other previously-approved land use plans for areas and communities within the County. The General Plan update was also informed by a separate EIR. A CEQA lawsuit was filed against the AVAP EIR, but the County’s EIR was upheld by the appellate court. No CEQA lawsuit was filed against the General Plan update.

The approved AVAP required completion of a “Specific Plan” to entitle a new master planned community in the western EOA. A Specific Plan is required by state law to include numerous elements, including land use and open space, transportation and circulation, and health and safety. Specific Plan law also requires a more rigorous financing plan to assure that all required infrastructure and public services are provided.
The Centennial Specific Plan implements the AVAP and General Plan, both of which were unanimously approved by the Board of Supervisors. Although several commenters have questioned whether the Project site is a suitable location for a new community, this decision has already been made by the Board. It is also noteworthy that development of the Centennial community in this location is included in the Tejon Ranch Land Use and Conservation Agreement, and was approved by both the Southern California Association of Governments (SCAG) and California Air Resources Board (CARB) in the regional plan required to align local government land use decisions with the ambitious greenhouse gas reduction targets established by CARB under SB 375 in furtherance of California's climate leadership.

2. Potential for Future Incorporation and Annexation

In addition to fulfilling the County's housing and employment plan for the Project site, and the SCAG/CARB regional plan for development that attains the state's approved greenhouse gas reduction targets from future land use and transportation projects in the region, the Centennial Project has also been designed to be a balanced new community, which in the future may prompt a proposal to incorporate Centennial as a new city within Los Angeles County.

Incorporating a new city requires approval by the County and the Los Angeles County Local Formation Commission (LAFCo), and also triggers an extensive public, special district, and public agency review process. There is no pending application for incorporation, and the Project would not meet the legal requirements to be eligible for incorporation until substantial development activities have been completed and this complex, multi-agency incorporation approval process has been initiated and completed.

There are numerous factors that must be considered as part of the incorporation review and approval process. For example, a comprehensive fiscal analysis is required to demonstrate that the proposed new city will have sufficient revenues to provide required public services, and incorporation will have adverse fiscal consequences for other agencies. One of the most critical criteria is "revenue neutrality" to assure that incorporation of a new city must be fiscally neutral to the County: any lost revenues (e.g., from property tax revenues from the new city) must fully offset all County expenditures (e.g., from the provision of public services). A broad range of other factors must also be assessed as part of the incorporation review process include population and density, land use, topography and natural boundaries, the likelihood of significant growth of the area, and impacts on other agencies and special districts such as schools and water purveyors. The Centennial project is designed to meet all applicable criteria for incorporation, if in the future this is proposed for consideration and approval by the County and other agencies.

The boundaries of an incorporated city are fixed as of the time incorporation is approved, and may thereafter be modified only through an annexation process. The County's approved AVAP clearly sets forth the boundaries of allowable urbanized development in the west EOA, the vast majority of which is the Centennial Project site. Expansion of urbanized development outside the west EOA is not reasonably foreseeable, given the County's approved AVAP and GP, the SCAG Sustainable Communities Strategy, the land preservation requirements in the Tejon Ranch Land Use and Conservation Agreement, and the state and federal agency ownership of nearby lands such as Angeles National Forest.
Independent of any future incorporation decision, the Centennial project site may be “annexed” into an existing special purpose district. For the Centennial project, annexation is contemplated for the adjacent Golden Valley Municipal Water District (District) to provide water and wastewater services to the Project. This District annexation would require approval by the County, the District, and LAFCo, and like incorporation would be subject to an additional public and agency notice, review and approval process.

LAFCo is a responsible agency under CEQA for the Centennial Project, participated in the EIR process, and through its Executive Director has advised the applicant that the EIR appropriately describes applicable LAFCo procedures and criteria.

3. **Tejon Ranch History of Land Stewardship and Real Estate Development**

This year Tejon Ranch celebrates its 175th anniversary. Since its founding, the Company remains focused on creating cutting edge new master plans from commercial business centers to new towns – all while remaining rooted to its historic legacy of stewardship.

Underlying all of the Ranch’s real estate endeavors is the Tejon Ranch Conservation and Land Use Agreement. This historic agreement, reached in 2008 with five of the nation’s most significant environmental conservation groups (Sierra Club, Natural Resources Defense Council, Audubon California, Endangered Habitats League, and Planning & Conservation League), limits development to ten percent of the Ranch while placing phased conservation easements over the remaining approximately 240,000 acres of the property. In 2009, this Agreement was recognized with California’s most prestigious environmental honor: the Governor’s Environmental and Economic Leadership award.

Under this Agreement, real estate development is limited to three locations, all strategically located along Interstate 5, with each site selected after a thorough and independent scientific study of biological and other natural resources along Interstate 5. The mixed use community of Grapevine is bisected by Interstate 5 and located adjacent to the existing and thriving Tejon Ranch Commerce Center in Kern County, the Mountain Village resort community is located on the east side of Interstate 5 at Castac Lake, and Centennial is located on the southern edge of the Ranch’s property just east of Interstate 5 and bisected by State Route 138. Together, these Tejon Ranch communities will provide over 35,000 homes and 35 million square feet of commercial development, creating significant new economic growth for Southern California.

Tejon’s ongoing ranching and farming operations will continue on the 90% of the Ranch that will be preserved under the Ranchwide Agreement, and its tradition of stewardship will continue on the entirety of the Ranch inclusive of the sustainable development principles established by the Agreement for the future communities of Centennial, Tejon Mountain Village, and Grapevine. The vast majority of the Ranch will be forever protected and cared for in its wild, natural splendor – and a new generation of families and businesses will have the opportunity to call Tejon Ranch “home,” establishing their own legacies in this remarkable landscape.
4. **Diversity and Affordability of Housing**

The Centennial project has been designed with a broad diversity of housing product types. For example, many of the Centennial home product types have been designed for the “missing middle” of housing that is affordable for purchase by California’s hard working families, ranging from townhomes and condominiums to single family homes. Consistent with compact design principles, the project’s home lots are generally smaller, with more two-story homes and smaller private yards, than is more common in the residential neighborhoods in Palmdale and Lancaster. While Centennial has some executive housing, the approved Tejon Mountain Village community north of the project site includes more larger lot executive and resort home types. Centennial is designed to be a balanced master planned community, consistent with the Antelope Valley Area Plan.

The Centennial project also includes higher density housing near town centers and transit hubs, including apartments, condominiums, and townhomes. Ten percent of the housing will be subsidized, deed-restricted affordable housing set aside for lower income residents. The County has requested, and we have agreed, to provide more flexibility in the mix of affordable housing types that will be built at the project site. The details regarding the mix of affordable housing (e.g., low and very low units) have accordingly been deleted from the Specific Plan; however, the Development Agreement includes a mandatory affordable housing planning process that we must implement.

5. **Fiscal Costs to Centennial Residents**

Centennial has been designed to assure that no fiscal burdens are created for County taxpayers. Project infrastructure such as roadways, parks, and water and wastewater treatment systems will be financed by the developer. Assessment districts will be created to provide ongoing revenues for infrastructure and services, but assessments will not exceed 2% for all assessment districts combined. New taxes paid by Project residents and employers are expected to result in a fiscal surplus to the County to help fund other County needs.

6. **Project Open Space**

The Tejon Ranch Land Use and Conservation Agreement established ownership and management requirements for the open space lands outside the Centennial project site. Tejon Ranch remains the landowner, but authorized uses are restricted and future community development is prohibited on these lands. These open space lands are subject to “conservation easements” which authorize the easement holder to enforce use and development restrictions. There are three types of open space easements on the Tejon Ranch lands nearest the project site:

- The Tejon Ranch Conservancy was created by the Ranchwide Agreement to serve as the independent third party responsible for holding conservation easements and managing public access, scientific studies, and restoration activities in the open space conservation areas of the Ranch. The Conservancy has a twelve-member Board of Directors, with
four members appointed by the environmental group signatories to the Ranchwide Agreement (Natural Resources Defense Council, Sierra Club, California Audubon, Endangered Habitats League, and Planning & Conservation League), four members appointed by Tejon Ranch, and four independent Board members.

- California’s Wildlife Conservation Board purchased conservation easements for designated areas of Tejon Ranch, with ongoing management undertaken in collaboration with the Tejon Ranch Conservancy.

- Further open space easements are overlaid onto the Ranch Open Space, and are held by the federal government for the future Pacific Crest Trail segment.

The Ranchwide Agreement also includes other open space management provisions, including for example a process by which the state of California could acquire preserved open space areas for a potential state park.

7. **Construction Traffic and Interstate 5**

Truck traffic on Interstate-5 (I-5) south of State Route (SR) 138 will be reduced during Project construction and post-construction operations by several means.

First, the Project Development Agreement (DA) requires that construction workforce and materials first be sourced from the Lancaster-Palmdale area to the extent available. Construction traffic from these locations will use State Route 138 and would not significantly affect truck traffic on I-5 south of the SR 138 junction.

Second, the DA next requires that additional workforce and materials be sourced to the extent feasible from locations within 50 miles of the Project. While some suppliers and workers in a 50 mile radius from the Project could be located in communities to the South, due to lower labor and equipment storage and maintenance costs to the north in the mountain communities and San Joaquin Valley, it is anticipated that materials and workers also will be sourced from the north which would not significantly affect traffic on I-5 South of the SR 138 junction.

Third, major construction activities that require the assemblage of a large amount of heavy equipment and raw materials, such as roadway aggregate, building foundational and framing materials, water and wastewater pipelines, and related excavation, material distribution and utility construction equipment, are typically staged in or adjacent to major developments to reduce costs and increase construction period efficiency. For example, aggregate for Project roadway development can be sourced locally from a mine located to the northwest of the Project. The staging of Project construction vehicles and materials on the Project site itself will substantially reduce truck traffic volumes, including on I-5 to the South.

Fourth, the Project’s Transportation Management Association (TMA) is required to manage multi-passerger vehicle on-demand transit services to and from the Project site to reduce single-occupancy vehicle use and associated traffic volumes and emissions.
Finally, the Project implements the AVAP plan for the west EOA; however, the central and east EOAs are both located east of the Project site and are anticipated to increasingly rely on the approved expansion to SR 138 for construction traffic. As the three EOAs in the AVAP develop over time, truck traffic related to construction and operational requirements can be expected to use SR 138 to serve the three EOAs in an efficient manner. Some construction and/or operational activities that require the use of trucks can be expected to be located within the Palmdale and Lancaster areas, or in one of the EOAs, to serve the new economic activity in the three EOS.

In sum, all of the factors discussed above will reduce the volume of construction and operational truck traffic on I-5 South of SR 138 related to the Project.

8. Water Reclamation Plant

The Centennial project includes a full and stable water supply for the project. First, the project is unique in Los Angeles County in having an existing, adjacent groundwater storage bank managed by Tejon Ranch, and in having its own onsite groundwater storage bank. A water bank is essentially managed as an underground reservoir: when water is delivered to the water bank surface storage areas by the existing California Aqueduct during higher flow periods, it percolates into the groundwater aquifer where it can be withdrawn to serve project needs. Second, the groundwater basin was “adjudicated” in a legal proceeding that concluded with a managed settlement that allocated water rights and created ongoing groundwater management mandates to assure sustainable groundwater management practices and protection of aquifer water supplies. Third, the project’s water and wastewater management infrastructure systems are integrated to assure that wastewater is treated and reused for onsite irrigation and other authorized uses such as plumbing at the business park, thereby avoiding use of potable water for these uses.

This system of water infrastructure also helps the region’s water supply. For example, the existing, adjacent Kern Water Bank already provides storage services to the Antelope Valley Kern County (AVEK) water district and other parties, allowing for cost-effective water storage during higher flow periods and withdrawals for low flow and drought periods. AVEK also receives 5% of water imported from the Central Valley to the Project site. Additionally, 10% of banked water must be left behind in the aquifer (e.g., if 100 acre feet of water are stored in the water bank, only 90 acre feet can be withdrawn by bank operations with the remainder available for other basin users), and 5% of the water treated by the project’s water and wastewater facilities is assumed to be unavailable for project use and percolate into groundwater.

9. Electric Vehicle Utilization at Centennial

The Project includes numerous measures to actively promote and incentive the future use of electric vehicles. Many of these measures go beyond existing legal mandates, including for example including 240kV outlets in all single family home garages, subsidizing the purchase of future charging equipment for the 50% of future residents expected to request such equipment (or providing for an equivalent benefit subject to County approval if future transportation technologies and services reduce private car ownership or provide for other electric charging solutions such as battery swaps), requiring service fleets to include electric vehicles that meet
comparable performance and economic standards, building more charging stations in commercial and multi-family residential parking lots, biennially monitoring charging station use and building more charging stations to meet demand, providing preferential parking for electric vehicles, and proactively working with automobile dealers to promote electric vehicle sales at the Project.

According to the most recent study of electric vehicle utilization trends, California is well on its way to meeting its electric vehicle deployment goal by 2025 even without the enhanced electric vehicle incentives included with the Project, and California’s 2017 EV sales increased by over 29% above 2016 sales. This trend is not limited to California: for example, the same report concluded that China’s electric vehicle sales increased 70% over the same period. (See “The Road Ahead for Zero-Emission Vehicles in California: Market Trends and Policy Analysis,” Next 10, 2018 available at http://next10.org/zev) Finally, the report concluded that 17 popular 2017 models of electric vehicles are already purchase price-competitive without government incentives, and the Nissan Leaf has lower five-year and ten-year life cycle costs than the internal combustion Hyndai Elantra and the plug-in hybrid Chevrolet Volt again without taking into account any government subsidy.

The Project’s electric vehicle measures were clarified and in some cases expanded since issuance of the Project’s Final EIR in March of 2018, as noted in Attachment A to the Psomas Updated Greenhouse Gas Analysis for the Centennial Specific Plan addition to the Final EIR, are similar to and in some cases more expansive than the measures required to be implemented at the Newhall project, and have again been examined and confirmed by Psomas to support the projected future utilization of electric vehicles on the Project. The Psomas Updated Greenhouse Gas Analysis also confirms that the Project’s per capita greenhouse gas emissions comply with both the state’s 2030 target for greenhouse gas emission reductions (40% below 1990 levels) and are also below the state’s far more stringent 2050 target for greenhouse gas emission reductions (80% below 1990 levels).

In closing, we appreciate this opportunity to provide this follow-up letter addressing the Commission’s second round of questions raised during our July 11 hearing, and very much look forward to addressing any remaining concerns during our upcoming August 29 hearing.

CENTENNIAL FOUNDERS, LLC,
a Delaware limited liability company

By Tejon Ranchcorp, a California corporation
Its Development Manager

By [Signature]
Greg Medeiros
Vice President, Community Development
AUGUST 29, 2018 RPC AGENDA ITEM NO. 5
“CENTENNIAL” PROJ. 02-232-(5)

SUPPLEMENTAL MEMO “ATTACHMENT B”
STAFF EXHIBIT – ANNEXATION & INCORPORATION
The Regional Planning Commission has inquired as to the status of the Centennial Development Agreement ("DA"), should any part of the project area be annexed or incorporated. State law sets forth the requirements and procedures in such situations. (See Government Code Sections 65865.3 and 65865.4). Once finalized, the DA must be recorded. Under state law, all the rights and obligations of the DA as recorded are "tied to the property." In other words, the City that incorporates or the jurisdiction that annexes the territory (collectively "City") is subject to the terms of the DA, both its benefits and obligations.

State law also provides that upon incorporation or annexation, the DA remains in effect for either 1) the duration of the DA or 2) eight years from the effective date of incorporation or annexation, whichever is earlier. The parties may agree to further extend the term of the DA up to a maximum of 15 years from the effective date of incorporation or annexation. However, state law also provides that the City may modify or suspend provisions of the DA if it determines the DA would place its residents in a condition dangerous to their health or safety.

The approval of incorporation and annexation fall under the jurisdiction of the Local Agency Formation Commission ("LAFCO"). Procedurally, the change of a boundary (i.e., incorporation or annexation) entails developing a proposal, initiating the proposal, LAFCO review of the proposal, LAFCO public hearings and approval, and a public vote for the boundary change proposal.

Prior to LAFCO's consideration of an incorporation or annexation application, the County and City must negotiate a property tax exchange agreement. This property tax exchange agreement may be revised from time to time by the parties. After a tax exchange agreement has been reached, LAFCO will review the application for annexation or incorporation. By state law, LAFCO will consider several factors including, but not limited to the following when considering the application:

- Population and population density;
- Land use;
- Likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next 10 years;
- Need for organized community services;
ATTACHMENT B: STAFF SUMMARY ON ANNEXATION AND INCORPORATION RELATED TO DEVELOPMENT AGREEMENTS

- Present costs and adequacy of governmental services and control in the area and probable future needs for those services and controls;
- Probable effect of the proposed incorporation or annexation and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas;
- Effect of incorporation or annexation on adjacent areas, on mutual social and economic interests, and on the local governmental structure of the county;
- Conformity of both the incorporation or annexation and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies and priorities on open-spaces;
- Effect of the incorporation or annexation on maintaining the physical and economic integrity of agricultural lands;
- Definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors of unincorporated territory, and other similar matters affecting the proposed boundaries;
- A regional transportation plan;
- Consistency with city or county general and specific plans;
- Comments of any affected local agency or other public agency; comments from the landowner or owners, voters, or residents of the affected territory;
- Ability of the newly formed or receiving entity to provide the services which are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change;
- Timely availability of water supplies adequate for projected needs;
- Extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs;
- Existing land use designations; and
- The extent to which the proposal will promote environmental justice.

(See Government Code Section 56668).

During the process of annexing a territory or incorporating a new city, the DA remains in full force and effect.
AUGUST 29, 2018 RPC AGENDA ITEM NO. 5
“CENTENNIAL” PROJ. 02-232-(5)

SUPPLEMENTAL MEMO “ATTACHMENT C”

STAFF EXHIBIT – DA LANGUAGE (“MUTUALLY AGREEABLE”)
The DA provisions requiring “mutual agreement” of the parties are set forth below. “Mutual agreement” is generally required in one of two circumstances – 1) more precise detail is needed at a later stage (i.e., tentative map or implementation plan) or 2) state law requires the parties’ mutual consent (i.e., to extend length of DA or terminate DA).

<table>
<thead>
<tr>
<th>DA Exhibit G – Community Benefits Provisions</th>
<th>Explanation</th>
<th>Trigger</th>
<th>Resolution if Dispute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sec. 1.1: Civic Administration Facility’s exact acreage, location, configuration and square footage (sf) must be mutually agreed by parties</td>
<td>DA specifies general site location (Village 3), size (not more than 2 acres), sf (not more than 30,000 sf) and facility standards (Secs. 1.2 and 1.5 describes qualitative standards). Mutual agreement allows for refining within those standards by agreement at time closer to development (TTM Village 3). County retains ultimate approval rights of plans, designs and construction standards.</td>
<td>Exact location and details specified at time Civic Facilities Plan is prepared, prior to approval of the TTM for the Village 3 (Town Center). TTM not approved unless this condition is met.</td>
<td>Meet and confer, Mediation and dispute resolution provisions set forth in DA Sec. 7.6 apply.</td>
</tr>
<tr>
<td>Sec. 1.2: Parties must mutually agree to a Civic Facilities Plan.</td>
<td>DA specifies general facility standards (see above), which limits discretion of either party to withhold approval. County retains ultimate approval rights of plans, designs and construction standards.</td>
<td>Prior to approval of the TTM for the Village 3 (Town Center). TTM not approved unless this condition is met.</td>
<td>Same as above.</td>
</tr>
<tr>
<td>Sec 1.2: If County does not use site for Civic Administration Facility, then site or</td>
<td>This allows both parties certainty that if the site isn’t used for a Civic</td>
<td>Same as above.</td>
<td>Same as above.</td>
</tr>
<tr>
<td>Portion of site not used for Civic Administration Facility goes back to owner, unless by mutual agreement parties OK an alternative governmental use.</td>
<td>Administration Facility (as both desire), then an alternative governmental use that is compatible with the surrounding community shall be constructed.</td>
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<td>Sec. 1.3: Design and construction budget for the Civic Administration Facility must be mutually agreed to by the parties.</td>
<td>DA requires design and construction meet agreed facility standards (thus limiting ability to not agree), includes an escalation for CPI and a contingency, all which assure that quality will be adequately funded by the budget.</td>
<td>Budget to be prepared as part of Civic Facilities Plan.</td>
<td>Same as above.</td>
</tr>
<tr>
<td>Sec. 1.4: Co-location of other public facilities in Civic Administration Facility if mutually agreed.</td>
<td>Provides the option and flexibility to accommodate co-located public uses (for instance the sustainability learning program and library facilities could share space within or adjacent to the Civic Administration Facility).</td>
<td>Parties to discuss co-location and adjacency of other public facilities as part of the preparation of the Civic Facilities Plan.</td>
<td>Same as above.</td>
</tr>
</tbody>
</table>
| Sec. 2.1: Sheriff station at general location identified in SP, subject to relocation by mutual agreement. Temporary station at site mutually acceptable to parties. The temporary substation site goes back to owner once the permanent station is operational. | General location identified in SP, but relocation allows a degree of flexibility to accommodate changed circumstances. DA specifies temporary substation approximate square footage to be determined based on the sheriff's needs and response time; and specifies the permanent station size (on site of approximately 2.5 acres), sf (not more than 22,000 sf). In all cases, the DA provides that LACSD has final approval of any location. | The temporary substation must be operational prior to the issuance of first residential certificate of occupancy for the Phase 1. Relocation must be agreed upon in time to meet this requirement. C of O not issued unless condition met. | Subject to LACSD final determination.
<table>
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<tr>
<th>Section 2.3</th>
<th>Budgets for both temporary and permanent Sheriff stations shall be mutually agreed.</th>
<th>Facility standards must meet qualitative continuity of service design requirements (Sec. 2.4) and must also meet response time requirements in EIR. Provision includes an escalation for CPI and a contingency, which assure County that quality will be adequately funded by the budget.</th>
<th>Meet and confer, Mediation and dispute resolution provisions set forth in DA Sec. 7.6 apply.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 3.1</td>
<td>Fire stations at general locations identified in SP, subject to relocation by mutual agreement.</td>
<td>Location identified in SP, but relocation allows a degree of flexibility to accommodate changed circumstances. DA specifies two medium stations (10,000 sf in size on a site of 1.25 acres) and one large station (13,000 sf in size on a site of 4 acres). If required, a fourth location, approximately 10,000 sf in size, shall be located based on mutual agreement. Any location is subject to EIR response time requirements. In all cases, the DA provides that LACFD has final approval of any location.</td>
<td>Subject to LACFD final determination.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>Sec. 4.1: Maintenance Yard Site</td>
<td>Exact location and size to be mutually agreed. Site must be between 5 and 10 acres, and generally located in an area designated for utilities in SP adjacent to the sewage treatment plan.</td>
<td>Needed as determined by LA County Fire. Relocation within Specific Plan area must be determined in time to meet the above requirements. C of O's not issued unless conditions met. Meet and confer, Mediation and dispute resolution provisions set forth in DA Sec. 7.6 apply.</td>
<td></td>
</tr>
<tr>
<td>Sec. 4.1: If County does not use site for Maintenance Yard Site, then site or portion of site not used for Maintenance Yard Site goes back to owner, unless by mutual agreement parties OK an alternative governmental use.</td>
<td>This allows both parties certainty that if the site isn't used for a Maintenance Yard (as both desire), then an alternative governmental use that is compatible with the surrounding community shall be constructed.</td>
<td>Same as above.</td>
<td></td>
</tr>
<tr>
<td>Sec 5.1: If County does not fully use site for Material Recovery Facility (“MRF”), then site goes back to owner, unless by mutual agreement parties OK an alternative governmental use.</td>
<td>This allows both parties certainty that if the site isn't used for a MRF (as both desire), then an alternative governmental use that is compatible with the surrounding community shall be constructed.</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. Same as above.</td>
<td></td>
</tr>
</tbody>
</table>
### Attachment C: Staff Exhibit on Development Agreement “Mutually Agreed” Language

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Alternative governmental use, if at all, to be mutually agreed upon during same timeframe.</th>
<th>Same as above.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sec. 6.1: If County does not fully use site for Animal Care Facility, then site goes back to owner, unless by mutual agreement parties OK an alternative governmental use.</td>
<td>This allows both parties certainty that if the site isn’t used for an Animal Care Facility (as both desire), then an alternative governmental use that is compatible with the surrounding community shall be constructed.</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 (a) the 3,501st residential building permit or (b) the County’s acceptance of the site. Alternative governmental use, if at all, to be mutually agreed upon during same timeframe.</td>
<td>Same as above.</td>
</tr>
<tr>
<td>Sec. 7.1: Exact locations of Supplemental Regional Park Land shall be mutually agreed.</td>
<td>This provision includes reference to an exhibit where the Supplemental Regional Park Land must be located. Mutual agreement allows for the exact location, within the identified area, to be defined with flexibility.</td>
<td>Location TBD at the time a TTM that includes an area identified as Supplemental Regional Park Land is processed</td>
<td>Same as above.</td>
</tr>
<tr>
<td>Sec. 7.3: Budget for project-wide park improvements and amenities shall be mutually agreed.</td>
<td>Park standards must meet qualitative continuity of service that would be then-County standards (though this is not specifically stated in the DA). Provision</td>
<td>Budget must be prepared prior to approval of the first</td>
<td>Same as above.</td>
</tr>
<tr>
<td>ATTACHMENT C: STAFF EXHIBIT ON DEVELOPMENT AGREEMENT “MUTUALLY AGREED” LANGUAGE</td>
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</tr>
<tr>
<td>includes an escalation for CPI and a contingency, which assure County that quality will be adequately funded by the budget. Budget was County suggestion in response to our concern that costs need to be reasonably certain in DA.</td>
<td>TTM or TTM not issued.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sec. 8: Developer shall dedicate site for Library use or pay applicable Impact Fees for library services. Library site must be agreed to by parties.</td>
<td>DA establishes a site size (2.62 acres) within Village 3. Later agreement allows flexibility in refining the exact location.</td>
<td>Site must be agreed to prior to conveyance, which will occur upon recordation of Final Map for the tract in which the Library site is located.</td>
<td></td>
</tr>
<tr>
<td>Sec 8: If County does not use site for a library, then site goes back to owner, unless by mutual agreement parties OK an alternative governmental use.</td>
<td>This allows both parties certainty that if the site isn’t used for a library (as both desire), then an alternative governmental use that is compatible with the surrounding community shall be constructed.</td>
<td>Same as above.</td>
<td></td>
</tr>
<tr>
<td>Sec. 11.2: Preparation of an Affordable Housing Implementation Plan will be done in cooperation by the parties.</td>
<td>DA identifies a list of 10 items that must be addressed. While specificity is not described for certain items (like the mix of affordable units and income levels), there are stated income levels of affordability (VL, L, M) and triggers that stop issuance of permits if the affordable unit percentage is not met.</td>
<td>Affordable Housing Implementation Plan prepared and executed within one year after execution of DA.</td>
<td></td>
</tr>
<tr>
<td><strong>DA Provisions - Other</strong></td>
<td><strong>Explanation</strong></td>
<td><strong>Resolution if Dispute</strong></td>
<td></td>
</tr>
<tr>
<td>Sec. 1.49: Alternative to CPI definition shall be mutually agreed.</td>
<td>If identified CPI is not available, parties to agree upon a similar index.</td>
<td>At time of CPI calculations, if needed.</td>
<td>Same as above.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Timeframe</td>
<td>Remedies</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>6.1.3</td>
<td>Cure period for default is 30 days, unless extended by mutual agreement</td>
<td>Timeframe to cure an alleged default or provide evidence of no default may be extended beyond 30 days by mutual written consent.</td>
<td>At time of cure period.</td>
</tr>
<tr>
<td>6.2.1.1</td>
<td>Termination or Modification</td>
<td>For non-defaulting Property Owners, Government Code Sec. 65868 provides that a DA may only be canceled or amended in whole or part by the mutual consent of the parties.</td>
<td>At time of cancellation or amendment.</td>
</tr>
<tr>
<td>6.2.2</td>
<td>County Default</td>
<td>Same as above.</td>
<td>Same as above</td>
</tr>
<tr>
<td>6.3.1</td>
<td>Termination Upon Expiration of Term</td>
<td>The DA terminates when the term expires per 7.2 unless otherwise extended or modified by mutual consent.</td>
<td>Upon expiration of term.</td>
</tr>
<tr>
<td>6.3.2</td>
<td>Cancellation by Mutual Consent</td>
<td>Government Code Sec. 65868 provides that a DA may only be canceled or amended in whole or part by the mutual consent of the parties.</td>
<td>At time of cancellation.</td>
</tr>
<tr>
<td>6.4</td>
<td>Extension of Time of Performance</td>
<td>Identifies situations such as war, floods, and acts of God whereby performance delay is not a default. The length of time of the enforced delay may be extended by mutual agreement.</td>
<td>At time of performance delay.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td></td>
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<td>---------</td>
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<td></td>
</tr>
<tr>
<td>7.2: Term</td>
<td>The DA is operative for 30 years from the effective date, unless terminated, modified or extended per DA, and the Government Code, including the mutual consent of the parties. At time of termination, modification or extension. Same as above.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.9: Amendment</td>
<td>The DA may be amended by mutual consent in writing of the parties per Government Code Section 65868. At time of amendment. Same as above.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AUGUST 29, 2018 RPC AGENDA ITEM NO. 5
"CENTENNIAL" PROJ. 02-232-(5)

SUPPLEMENTAL MEMO "ATTACHMENT D"
DA COMMUNITY BENEFITS & PHASING SUMMARY
(EXHIBITS E-1 & G)
<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.</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.</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 programmed 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 sq ft 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>
</tbody>
</table>
**Exhibit E-1 -- On Site Public Infrastructure and Phasing Plan**

<table>
<thead>
<tr>
<th>IMPROVEMENT OVERVIEW</th>
<th>PHASE IMPROVEMENT DESCRIPTION</th>
<th>TRIGGER</th>
</tr>
</thead>
<tbody>
<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>
</tbody>
</table>
### Exhibit E-1 -- On Site Public Infrastructure and Phasing Plan

<table>
<thead>
<tr>
<th>IMPROVEMENT OVERVIEW</th>
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<th>TRIGGER</th>
</tr>
</thead>
<tbody>
<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>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>
<tr>
<td>Community Resource Center*</td>
<td></td>
<td></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 by 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 costs 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” station (“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 by 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-I 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 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 “I” 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 F-I 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]
AUGUST 29, 2018 RPC AGENDA ITEM NO. 5
"CENTENNIAL" PROJ. 02-232-(5)

SUPPLEMENTAL MEMO "ATTACHMENT E"
SPECIFIC PLAN "RED-LINE" CHANGES
Community Resilience

"Community Resilience" is the ability of a community to effectively adapt to environmental, social and economic challenges. Although related to sustainability, resilience is more (though not exclusively) focused on sustaining order and well-being during sudden or short-term disruptions that a community might experience as a result of a natural disaster or significant economic downturn, for example. Centennial has several built-in mechanisms that help make it resilient:

- **Core Services.** Core services will assist new residents from the beginning of Centennial’s development: A K-8 school, temporary high school, general market, neighborhood park, sheriff’s “storefront” station, and library bookmobile will be established. The core services will expand as the community grows.

- **Water.** An onsite water bank will provide potable water to the entire community for multiple years, strengthening resilience during extreme drought periods.

- **Open Space.** Active, professional management of all open space surrounding Centennial that includes grazing and brush clearance, helping to prevent wildfires.

- **Energy.** Fifty percent or more of all project electricity demand will be met with onsite renewable energy generation.

- **Emergency Operations.** Three to four fire stations and a sheriff’s station will be built, giving the project inherent capacity and space to handle emergency events.

- **Construction.** Modern construction and infrastructure practices that meet or exceed the latest code requirements, especially those for dust control, fire prevention and suppression, and seismic design will be used. Planned utility-line undergrounding and Highway 138 road improvements help further reduce fire risk and provide better emergency egress respectively.

- **Transit.** Commuter transit service will be established through partnerships with local transit agencies at the outset of the project to transport persons from more distant locations to Centennial, reducing reliance on single-occupancy vehicles.

- **Heritage Farming.** Approximately 50 acres of land has been reserved for onsite food growing: heritage farming and individual lot community gardens.

- **Live-Work Capacity.** Beyond the proposed commercial/business space for jobs-housing balance, Centennial has inherent capacity for individuals and households to work from home or otherwise quickly start-up a small business without having to lease a commercial space; and accessory dwelling units provide ample affordable housing supply for those downsizing or just starting out.
2.1.5 Live-Work Units

Consistent with the mission and vision, technology plan, neighborhood and village designs and metrics of this Specific Plan, live-work units are permitted, as outlined below, to encourage more job flexibility to the residents of Centennial.

Live-Work Units Overview Map

The Live-Work Zones Map (Figure 2-2a) depicts a buffer area of ½-mile distance from all Village Cores, Neighborhood Centers, and the Town Center (identified on Figure 2-2 and 2-2a). Within such buffer areas, single-family residences (attached or detached) may be assigned as a Live-Work Unit, subject to a ministerial site plan review process that includes a consistency review with the Village's Design Notebook.

Live-Work Unit Authorized Uses and Development Standards

Live-Work Units in non-residential land use designations of the Specific Plan shall comply with the uses and standards of Part 19 of Title 22 of the County Code ("Joint Live and Work Units"), Sections 22.52.2000 – 22.52.2060. Live-Work Units in residential land use designations on single-family detached and attached lot properties are authorized if contained within a designated buffer area shown on the Live-Work Overlay map. All uses, development and performance standards of Title 22 Part 19 shall apply to single-family detached and attached Live-Work Units, except for the following:

- Such units shall be consistent with the development standards of the Specific Plan land use designation they are found within;
- No additional on-site parking shall be required beyond that needed for the single-family residence;
- ADUs proposed to be Live-Work Units shall be a minimum size of 800 square feet; and
- Live-Work units shall be designed in accordance with the Design Notebook prepared for the Village they are contained within.

2.1.6 Open Space/Recreation System

The common thread throughout the communities of Centennial is the variety of open space and the trail systems that connect to it. Approximately 47 percent of the site will have a land use designation for open space or recreation use, Figures 2-3a and b, Land Use and Land Use: Open Space, also depict the various types of open and recreational spaces throughout the Centennial area. This system is an integral part of Centennial and a major amenity. There are neighborhood and community parks distributed throughout Centennial within easy walking or biking distance along a system of community and greenway trails (see Section 3.11, Parks and Recreation Plan). Smaller private pocket parks will be developed that may be used as tot lots, neighborhood gardens, or viewpoints to scenic landscapes and open space, much of it left undisturbed or enhanced. Drainages and other areas of natural resources are buffered from development. Non-vehicular accessibility to the open space network and activity centers such as the Town Center and Village Core areas, parks, and schools is also taken into consideration in the standards of this chapter and explained in greater detail in the Mobility and Recreation Plans of Chapter 3, Plan Elements.

Centennial’s Open Space and Recreation Plan integrates natural landforms into development while preserving drainage ways, views, and sensitive habitat. Section 3.11, Parks and Recreation Plan, further describes how passive and active open space is implemented in this plan.
Figure 2-2b Proposed Live-Work Zones
3.13 CENTENNIAL AFFORDABLE HOUSING PROGRAM

3.13.1 Introduction and Description

The Centennial Affordable Housing Program creates opportunities for housing that is affordable to very low, low, and moderate income households. The Centennial Affordable Housing Program is consistent with the following goals of the Los Angeles County Housing Element, 2014-2021 (adopted February 4, 2014) that apply to affordable housing:

Goal 1. A wide range of housing types in sufficient supply to meet the needs of current and future residents, particularly persons with special needs, including but not limited to low income households, seniors, persons with disabilities, single-parent households, the homeless and at-risk homeless, and farmworkers.

Goal 2. Sustainable communities with access to employment opportunities, community facilities and services, and amenities.

Goal 3. A housing supply that ranges broadly in housing costs to enable all households, regardless of income, to secure adequate housing.

Goal 4. A housing delivery system that provides assistance to low and moderate income households and those with special needs.

Goal 5. An affordable housing stock that is maintained for its long-term availability to low and moderate income households and those with special needs.

Goal 6. Accessibility to adequate housing for all persons without discrimination in accordance with federal and state fair housing laws.

Goal 7. Planning for and monitoring the long-term affordability of adequate housing.

The Los Angeles County Housing Element, 2014-2021 identifies vacant and underutilized lands adequately zoned to accommodate densities at or above 30 units per acre as having lower income housing development potential. Likewise, areas of Centennial that permit housing at or above 30 units per acre may count as housing opportunities for very low and low income households in future Los Angeles County housing elements. In accordance with Government Code Section 65583.2(c)(3)(B), the California Department of Housing and Community Development (HCD) considers housing at densities of 30 units per acre and above to have the potential to serve very low and low income households without subsidy. This is the State’s default density for creating affordable housing potential without deed restrictions or subsidies.

The Centennial Affordable Housing Program will facilitate deed-restricted, subsidized, and trackable affordable housing opportunities through collaboration with affordable and mixed-income developers, non-profit organizations, and participation in public, private, and non-profit funding programs. Affordable housing will address a range of housing needs and be distributed throughout the community. This approach also encourages the creation of a variety of affordable housing types and sizes, as well as both rental and for-sale affordable units. The affordability status of homes participating in the Centennial Affordable Housing Program (not solely HCD’s default densities) will be annually monitored through the County of Los Angeles who shall report HCD and Los Angeles Community Development Commission.

Affordable housing will be integrated into most areas of the community as rental units and for sale homes.
3.13.2 General Requirements

Affordable Housing Units shall be designated and made available at rental rates or sales prices to very low, low and moderate income individuals and households as herein defined in Section 3.13.3, Definitions. A minimum of 10 percent of the units constructed in the Specific Plan Area will be made available as affordable units. Affordable housing units shall be constructed simultaneously with the overall residential developments of Centennial pursuant to Section 3.13.5, Affordable Housing Locations and Appearance.

Affordable Housing Units shall be designated and made available at rental rates or sales prices as herein described in Section 3.13.6, Implementation Criteria. A minimum of 10 percent of the units constructed in each community that has housing, except for the lowest density Community 8-2, will be made available as affordable units. Affordable housing units shall be constructed simultaneously with the overall residential developments of Centennial pursuant to Section 3.13.6, Implementation Criteria.

The following definitions are used for the Affordable Housing Program described in this Specific Plan:

Affordable Housing Unit: A housing unit that is made available for rent or sale within affordability parameters established by the requirements of the funding subsidy resource, Section 50105 of the Health and Safety Code, or the California Department of Housing and Community Development (HCD) Regional Housing Needs Assessment process.

Area Median Income (AMI). The midpoint of household income within Los Angeles County. Half of the County incomes are below the AMI, and half of the incomes are above the AMI.

Household. All of the people who occupy one housing unit together, regardless of their relationship to one another. A household can also be one person living alone.

Very Low Income Household. A household earning up to 50 percent of the AMI for the household size.

Low Income Household. A household earning between 51 and 80 percent of the AMI for the household size.

 Moderate Income Household. A household earning between 81 and 120 percent of the AMI for the household size.

3.13.3 Definitions

The following definitions are used for the Affordable Housing Program described in this Specific Plan:

Affordable Housing Unit: A housing unit that is made available for rent or sale within affordability parameters established by the requirements of the funding subsidy resource, Section 50105 of the Health and Safety Code, or the California Department of Housing and Community Development (HCD) Regional Housing Needs Assessment process.

Area Median Income (AMI). The midpoint of household income within Los Angeles County. Half of the County incomes are below the AMI, and half of the incomes are above the AMI.

Household. All of the people who occupy one housing unit together, regardless of their relationship to one another. A household can also be one person living alone.

Very Low Income Household. A household earning up to 50 percent of the AMI for the household size.

Low Income Household. A household earning between 51 and 80 percent of the AMI for the household size.

 Moderate Income Household. A household earning between 81 and 120 percent of the AMI for the household size.
3.13.4 Affordable Housing Categories

Nothing set forth in the Centennial Affordable Housing Program shall preclude the use of any affordable housing assistance from any sources (private, public or nonprofit) for achieving the 10 percent requirement. Additional affordable housing units in excess of the requirement may also utilize a variety of housing assistance resources. The following Affordable Housing categories shall be allowed under the Centennial Affordable Housing Program:

- **Deed restricted single family detached unit**: a stand-alone, for sale or for rent single housing unit that is made affordable in perpetuity through a legally binding document.
- **Deed restricted single family attached**: for sale or for rent housing unit that is attached to at least one other housing unit and is made affordable through a legally binding document.
- **Deed restricted multifamily**: a multifamily building is one with more than four attached residential rental units. A legally binding document establishes the affordability for the entire building for a select number of units within the in perpetuity.

3.13.5.1 Affordable Housing Locations and Appearance

Affordable housing may be located in any planning area that allows residential development. It is anticipated that most affordable units will be single-family attached, multifamily, and mixed-use units. Affordable Housing Units shall be distributed throughout whichever communities they are in with the intent to integrate them with other market rate housing. Best efforts will be made to ensure that Affordable Housing Units have a similar exterior in terms of quality of appearance as other housing units in Centennial.

3.13.6 Implementation Criteria—Affordable Housing Implementation Plan

The general criteria for implementation of the Centennial Affordable Housing program is provided in this section. The precise details of the implementation plan for the Affordable Housing Program will be contained in an, such as schedule of unit delivery, home ownership financing, and terms of restrictions, can be found in Appendix 3-C, Affordable Housing Implementation Plan, that will be prepared for the Centennial Specific Plan Area with the participation of the County of Los Angeles Community Development Commission and the County's Planning Director prior to the approval of the first tentative tract map that includes residential units.

General criteria guiding the preparation of the Affordable Housing Implementation Plan will include:

- Establishment of the mix of affordable units (i) among very low, low and moderate AMI thresholds and (ii) among rental and for-sale housing types.
- Establishment of substantive requirements to be contained in deed restriction and affordability covenants applicable to affordable units.
- Compliance with County Code Sections 22.56.2640 (monitoring) and 22.60.100 (payment of fees).
- 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 Specific Plan.
- Parameters and content of a marketing plan for affirmative marketing, selling and renting of affordable units.
- 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.

Criteria for Affordable Housing Unit Credit

A for-sale unit purchased by a qualified very low income household earning up to 50 percent AMI. The monthly mortgage payment should be equal to or less
than 30 percent of the household’s gross annual income, as set forth in Section 50052.5 of the Health and Safety Code;

- **For Sale—Low Income Affordable Housing Unit.** A for-sale unit purchased by a qualified low-income (51 to 80 percent AMI) household. The monthly mortgage payment should be equal to or less than 30 percent of the household’s gross annual income as set forth in Section 50052.5 of the Health and Safety Code.

- **For Sale—Moderate Income Affordable Housing Unit.** A for-sale unit purchased by a qualified Moderate Income Affordable Household and if the monthly mortgage payment is equal to or less than 30 percent of the household’s gross annual income.

- **For Rent—Very Low Income Affordable Housing Unit.** A rental unit with a monthly rental payment, including utilities, that is no more than 30 percent of the gross annual income for a household earning up to 50 percent AMI. The affordability restriction shall last for the first 30 years of operation.

- **For Rent—Low Income Affordable Housing Unit.** A rental unit with a monthly rental payment, including utilities, that is no more than 30 percent of the gross annual income for a household earning between 51 and 80 percent AMI. The affordability restriction shall last for the first 30 years of operation.

- **For Rent—Moderate Income Affordable Housing Unit.** A rental unit with a monthly rental payment, including utilities, that is up to 35 percent of the gross annual income for a household earning between 81 and 120 percent AMI. This affordability shall last for the first 30 years of operation.

**Affordable Housing Credit**

- Any for-sale or for-rent Affordable Housing Unit occupied by an income-qualified household will be eligible for credit for the Affordable Housing Program, or

- A deed restriction with a 30-year predetermined term (or whatever period of time is required by the subsidy program/state law) will be recorded upon initial occupancy of each qualified-for-sale Affordable Housing Unit. On initial occupancy, the builder of any deed-restricted for-sale unit will contract with the Los Angeles County Community Development Commission (CDC) to monitor and enforce the for-sale provisions above and assist the builder of any restricted unit in finding qualified low- and moderate-income households to buy the unit. The affordable housing program will control resale through the CDC.

 Builders of rental Affordable Housing Units will also contact the CDC to monitor and enforce the for-rent provisions above and assist the builder of any restricted unit in finding qualified very-low, low, and moderate-income households to rent the units. Builders may make CDC rental assistance and other assistance programs available to prospective renters. All affordable rental units shall maintain affordable monthly rents for at least 30 years unless otherwise specified by the subsidy program terms of agreement. In order to provide maximum opportunity to low- and moderate-income households seeking rental units, the designation of a for-rent Affordable Housing Unit may be transferred from one residential unit to another at any time during the 30-year period, as long as the monthly rent of the unit transferred to is equal to or less than the monthly rent of the Affordable Housing Unit, and no more than 50 percent of units within the rental development being transferred to are designated Affordable Housing Units. Such transfers will be identified in the Annual Affordable Housing Report described in Section 3.13.6.

**Affordable Housing Monitoring Program**

A monitoring program- and Affordable Housing Phasing Increments will be established to provide very-low, low, and moderate-income Affordable Housing Units along with the construction of total residential development within Centennial. The monitoring program will be initiated when the tentative tract map that includes the 1,850 planned residential units (25 percent of allowable dwelling units) is submitted to Los Angeles County. Such tentative tract map application will be accompanied by the first Affordable Housing Report that will
Affordable Housing Units

- All very low income (50 percent or less AMI) Affordable Housing Units may be rental units.
- A minimum of 50 percent of low income (51 to 80 percent AMI) Affordable Housing Units shall be rental units.
- Moderate-income units may be rental or for-sale units. The proportion of very low, low, and moderate-income units in each Affordable Housing Phasing Increment will be provided in substantially the same proportion as their ratio to the total Affordable Housing Unit Requirement set forth in Section 3.13.2 (20, 25 and 55 percent, respectively).

Initiation of the Annual Affordable Housing Report will start as described in Section 3.12.6 above. Following the first Affordable Housing Report, annual Affordable Housing Reports will be submitted to the Los Angeles County Department of Regional Planning and CDC on an annual basis no later than March 1 covering the Affordable Housing Program through December 31 of the prior year until such time as it is demonstrated that the Affordable Housing Unit Requirement set forth in Section 3.13.6 has been achieved. The Annual Affordable Housing Report will include the total number of residential units constructed within the Centennial development, the total number and percentage of very low, low, and moderate-income Affordable Housing Units qualifying for credit under the Affordable Housing Program by housing category, the rents or sales prices and addresses of units qualifying for credit during the previous year, rents and addresses of rental units qualifying for credit during the immediate past 30 years; and the mortgage and payment calculations pursuant to Section 3.11.6 above. The developer of any Affordable Housing Unit shall make a good faith effort at marketing the units to qualified households, and an affordable household marketing program (advertising, promotion and other efforts to locate income-qualified households) will be provided to CDC for its review and approval with the first annual Affordable Housing Report.
AUGUST 29, 2018 RPC AGENDA ITEM NO. 5
“CENTENNIAL” PROJ. 02-232-(5)

SUPPLEMENTAL MEMO “ATTACHMENT F”
NEW CUP CONDITION FOR OS DRAINAGE
NEW CUP CONDITION FOR OPEN SPACE – DRAINAGE DEVICES

(Drainage Devices within Designated Open Space) To minimize disturbance to undeveloped and/or undisturbed natural land of the Project site, any subsequent tentative tract or parcel map of the Project shall employ naturalistically-designed drainage devices for any development located in or abutting those areas designated as "Open Space Preserve" or "Open Space Greenways" as shown on Figure 3-42 of the Specific Plan. In this context, "naturalistic design" shall mean having the visual appearance of a natural or landscaped setting, and use of materials other than concrete and steel (and other artificial-looking materials) to control drainage, wherever possible; and in those areas where concrete, steel or artificial-looking materials cannot avoid being utilized, such devices shall be designed to look natural to the extent practical. In addition to appearance, drainage devices in the aforementioned project-designated Open Space shall be made to be compatible with natural water and wildlife flows through the area. This condition alone does not trigger a new CUP for subsequent projects but may be added to other subsequent project conditions (such as for a tentative map that already requires a CUP) to ensure implementation.
AUGUST 29, 2018 RPC AGENDA ITEM NO. 5
“CENTENNIAL” PROJ. 02-232-(5)

SUPPLEMENTAL MEMO “ATTACHMENT G”
ADDITIONAL PUBLIC CORRESPONDENCE RECEIVED
August 13, 2018

Mr. Jodie Sackett
County of Los Angeles Department of Regional Planning
Hall of Records, 13th Floor, Room 1348
320 West Temple Street
Los Angeles, CA 90012
jsackett@planning.lacounty.gov
rruiz@planning.lacounty.gov

Re: Opposition to the Centennial Project

To the Regional Planning Commission:

I write in opposition to the Centennial project as a grandmother, a botanist, and resident of Los Angeles County for over 70 years. As said by thousands of grandmothers, “If something seems to be too good to be true, it almost always is too good to be true”.

Tejon Ranch Company claims that it can achieve a Net Zero impact on greenhouse gases during the development and build out of Centennial. This assertion does not make sense. Development of Centennial would require moving building materials and equipment and an army of surveyors, machinery operators, carpenters, plumbers, electricians, installers, painters, masons, specialists for windows, cabinetry, HVAC, dry wall, insulation, stucco, roofing, asphalt, solar panels, elevators, and fixtures for public and private buildings. Virtually every object or material that would go into to the building of Centennial must be moved a minimum of 50 miles along I-5. Many workers would make the trip twice daily for as long as their expertise was required. This would result in an enormous output of carbon and additional air pollution from nitrogen and sulfur compounds, ozone, and small particulates, all while contributing to traffic congestion on I-5 and Hwy 138.

Tejon Ranch Company claims that it has rights to sufficient water to support construction and to meet the needs of 57,000 residents. This assertion does not make sense. Severe drought conditions prevail throughout California. Every drop of water in the California aqueduct is over allocated; multiple users and agencies already have conflicting claims. Does the TRC plan account for the energy costs of moving water to the Centennial site? Does it account for the environmental impact of drawing down ground water?

The concept of Centennial is founded on erroneous assumptions. The development will not reduce greenhouse gases. It will not have adequate water. It will not provide housing where Los Angeles County needs housing. It will not solve problems for Los Angeles County. It will cause problems and become a burden on the taxpayers of Los Angeles County. It will destroy some of the last remaining native grasslands in California while providing no real benefit to Los Angeles County.
Centennial has potential to become a modern ghost town. If the project receives final approval, the grasslands will be destroyed and only bulldozer tracks will remain. Centennial is the wrong project in the wrong place.

I ask the Regional Planning Commission and the Board of Supervisors to do better for my grandchildren and all the grandchildren of Los Angeles County. We all deserve development that makes sense.

most sincerely,

Hester Bell, PhD
Altadena, CA
Dear Mr. Jodie Sackett:

This is the first letter I have written regarding a matter before the Board of Supervisors. The Centennial Project, currently open for public comment, compels me to now comment on broad reaching issues that require answers before the project plan should go to the Board for a vote.

The first question regards the mechanism to finance a widening and upgrading of Highway 138. Caltrans has estimated the cost for the required improvements to Highway 138 to be about 800 million dollars. Regardless if the eventual amount were even a quarter this much, the fundamental question is who should pay for it? Is it the citizens of the entire State of California? If so, what justification is there to burden citizens in Northern California and other parts of the state with this as a statewide budget item? If we step back, the question becomes can the supervisors of the County of Los Angeles obligate the California state government to provide funding for this highway? If the answer is no, how will it ever get done? If, on the other hand, it is Los Angeles County that is to take on the expense, again, what is the justification? In this case, is Kern County sharing the burden in proportion to the added usage by each of the three proposed Centennial communities? In other words, is Kern County paying approximately 2/3 and Los Angeles County 1/3 of the highway upgrade cost?

The second question regards a topic that impacts all of us in Southern California. Where will the water to support the communities of the Centennial Project come from? If current projections are correct, fossil water will be available there for about 11 years. Where will the water come from after that (disregarding the question of whether the resident fossil water should be used for this purpose in the first place)? All too frequently we experience water shortages in Southern California. Will the Board of Supervisors and their advisors able to make a good faith commitment to the buyers of Centennial Project properties and homes that they will have a continued water supply for decades to come? This is such a critical issue. Any conclusion affirming sufficient water is available the over the long term should be carefully laid out in a robust and verifiable manner.

We all want opportunity for constructive, sustainable growth in the County of Los Angeles. Unless we have constructive and complete answers to these and possibly several more important questions that arise with the Centennial Project, this may not be a suitable project for our County.

Sincerely,
Lon E. Bell

1819 N Grand Oaks Avenue
Altadena, CA 91001
H (626) 794-1790
C (626) 497-3520
E lbell@lonbellconsulting.com
Jodie Sackett

From: Pat Dawe <pbdawe@gmail.com>
Sent: Monday, August 13, 2018 9:46 AM
To: Jodie Sackett; Rosie Ruiz
Subject: Correction to Centennial email of this AM

Jodie and Rosie:

The letter I sent to you this AM had brief comments attached at the bottom of the letter that should have been deleted before sending. Could you please use the version below (same content), without the appended notes? Thank you very much!

Jodie Sackett and Rosie Ruiz

Los Angeles County Regional Planning Commission
Department of Regional Planning
320 West Temple Street
Los Angeles, CA 90012

Commissioners:

I address the Regional Planning Commission as a retired architect and urban planner with 45 years of large scale development experience within the United States and internationally, and as a former member of AIA, APA, ULI and USGBC. My recent experience beyond LEED award winning projects is as CEO of an environmental software firm whose primary product was a GHG forecasting and mitigation tool for land development in California.

I have very high expectations for the quality of development plan for the Centennial site, if anything at all is to be built on this fragile and irreplaceable land. California deserves to see a state of the art plan incorporating innovative features that maximize the environmental relevance and character of the site. As it stands, the Centennial Plan as of July 11, 2018 does not rise to that level of quality. I am very disappointed that the current concept could reflect badly on our elected representatives as well as our state.

I am not opposed to appropriate development on this site, but I have serious concerns about the following key issues in the TRC plan as presented on July 11.

Market Reality and Land Uses: Simply having a plan and an EIR does not create market feasibility—this has been proven numerous times in the development industry...
Dear Jodie Sackett,

Scientists warn that we’re in the middle of a climate crisis. Because transportation is the single largest driver of carbon pollution in California, new development located far from existing cities has disproportionately large climate impacts. Centennial exemplifies poor, outdated land-use planning on an unprecedented scale. This isolated new city would lock in at least 75,000 new vehicle trips per day with an average trip length of over 45 miles.

If you’re committed to a sustainable future for L.A., then you need to say no to Centennial.

L.A.’s wildlands are rapidly diminishing. Ninety-nine percent of California's native grasslands are already gone forever, paved over by similar sprawl development. The Centennial project site contains the last, largest and best native grassland and wildflower fields left in California. Rare wildlife such as California condors, bald eagles, kit foxes and pronghorns also will be harmed if Centennial is built.

It’s your job to protect our communities and natural resources, not sell them out to developers.

L.A. County should be setting the standard for 21st-century planning by supporting transit-friendly, urban, affordable housing. Centennial is a poster child of 20th-century sprawl development that exacerbates threats to our population through increasing greenhouse gas production and climate change, air pollution and a deteriorating quality of life.

The proposed site is in "high" and "very high" fire hazard severity zones. And it’s directly on top of California’s two major earthquake faults. The area was rated by the U.S. Geological Survey as having the highest level of earthquake hazard.

The county and its taxpayers will be on the hook for millions to provide basic public and emergency services to this remote area.

Instead of allowing isolated sprawl development on irreplaceable grasslands in an area at extremely high risk for fires and earthquakes, L.A. should focus on creating safe housing and economic opportunities in or near existing cities.

Please say no to Centennial: It’s the wrong vision for L.A.

Sincerely,
Jannie Lauenroth
Victorville, CA 92392
jannieannalise@yahoo.com
Dear Jodie Sackett,

After spending several days on the ranch with people who could show me, with genuine enthusiasm and awe, the value of this place, I understand how much is at risk if we start chipping away at this unique complex of ecosystems. I implore you to take a step back from policy, from housing stats, from mitigation measures and all the like, and consider how many more chances our region will have to hold on to large-scale, relatively intact natural systems like these. The answer is so few, maybe none.

Please show your leadership through responsible stewardship of our shared natural spaces. Before long, there will be no more opportunities to do so.

Sincerely,

Cynthia Cohen
Northridge, CA 91325
lambertiana@yahoo.com
Dear Jodie Sackett,

Tejon Ranch Company markets Centennial as a model of sustainable development for 21st century California, yet this claim seems quite unsubstantiated. Los Angeles County already must contend with the impacts of its pervasive sprawl; siting this development some 60 miles from Los Angeles will only magnify this problem. Additionally, impacts to existing communities will be felt due to the increase in traffic generated by this proposed development. Tejon Ranch sits at a unique convergence zones of ecosystems, and as such harbors unique habitat supporting many endemic and rare species. If sustainable development is in fact a serious consideration, this location is undoubtedly unsuitable.

Sincerely,

Madison Most
Keno, NV 89511
madisonmost@gmail.com
SUPPLEMENTAL MEMO "ATTACHMENT H"

USB/FLASH DRIVE CONTAINING:

- Specific Plan;
- DEIR;
- FEIR;
- CEQA Findings;
- SOC;
- revised MMRP;
- Responses to Public Hearing Testimony (NEW);
- updated Responses to Additional FEIR Comments;
- revised Centennial-Newhall Comparison Chart;
- Two Additions to FEIR (NEW – GHG Update Report; expanded Mitigation Measures 3-2 and 3-11);
- revised draft Development Agreement with all attachments and appendices;
- June 6, 2018 Commission Hearing Package containing the original Staff Report with attachments to include: draft Resolutions, Ordinances, Findings and Conditions of Approval, Burden of Proof Statements, and Vesting Parcel Map w/ Exhibit “A”; and
- July 11, 2018 Supplemental Memo Package with all attachments