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RECORDING REQUESTED BY:

LOS ANGELES COUNTY DEPT. OF REGIONAL PLANNING

AND WHEN RECORDED MAIL TO:

Tejon Ranchcorp
4463 Lebec Road
Tejon Ranch, CA 93243
Attention: General Counsel

Exempt from Recording Fees (Govt. Code §§ 6103 and 27383)

Style Definition: Heading 2: Justified, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"

Style Definition: Heading 3: Justified, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 2" + Indent at: 0"

Style Definition: Heading 5: Outline numbered + Level: 5 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 1" + Indent at: 0", Tab stops: Not at 2.5"

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DEVELOPMENT AGREEMENT

by and among

THE COUNTY OF LOS ANGELES

and

CENTENNIAL FOUNDERS, LLC

and

TEJON RANCHCORP

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this _____ day of _____, ~~2018~~2019, and is effective pursuant to Section 7.1 below, by and among the COUNTY OF LOS ANGELES, a body corporate and a political subdivision of the State of California ("County"), CENTENNIAL FOUNDERS, LLC, a Delaware Limited Liability Company ("Centennial") and TEJON RANCHCORP, a California corporation ("Tejon"), pursuant to California Government Code Section 65864 *et seq.*, Title 22, Chapter 22.16, Part 4 of the County Code, and the implementing procedures of the County, with respect to the following. Tejon and Centennial are each referred to herein as a "**Property Owner**" and, collectively, as "**Property Owners**."

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RECITALS

WHEREAS, to strengthen the public planning process, to encourage private participation in comprehensive planning, and to reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act (defined below), which authorizes the County to enter into a property development agreement with any person having a legal or equitable interest in real property for development of such property in order to establish certain development rights in the real property that is the subject of the proposed development project; and

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WHEREAS, pursuant to the Development Agreement Act, the County adopted the Development Agreement Ordinance (defined below), establishing procedures and requirements for entering into a development agreement with a private developer pursuant to the Development Agreement Act, which agreement vests certain rights and requires a developer to provide certain public benefits beyond those that could otherwise be imposed as conditions of development. The Parties are entering into this Agreement in accordance with the Development Agreement Act and the Development Agreement Ordinance; and

WHEREAS, Tejon and Centennial own in fee or otherwise retain a legal or equitable interest in the Tejon Property and the Centennial Property, respectively (and respectively defined below). The Tejon Property and the Centennial Property collectively constitute the "**Property**." Property Owners intend to develop the Property in the manner described in the Centennial Specific Plan approved by the County on ~~_____, 2018~~_____, 2019, and as provided for by the Project Approvals~~-~~ (defined below), which development includes, but is not limited to, the development and construction of up to 19,333 dwelling units on ~~4987~~4,987 gross acres of land (of which not less than ~~10~~15% will be made available as affordable housing units pursuant to the terms and provisions of this Agreement as more fully provided in Exhibit G hereto), approximately 7,363,818 square feet of business park uses on 597 gross acres of land, approximately 1,034,550 square feet of commercial uses on 102 gross acres of land, approximately 130,680 square feet of recreation and entertainment uses on 75 gross acres of land , approximately 5,624 acres of open space, and approximately 1,588,160 square feet of institutional/civic and other utility uses on 110 gross acres of land (such as schools [within overlay zones], higher education facilities, medical facilities, library, public safety, wastewater treatment facilities, sites permitting material recovery facilities and other civic uses), all which are more specifically described in the Centennial Specific Plan; and

WHEREAS, Property Owners have proposed the development of the Project (defined below), which represents a substantial investment in the County. Property Owners desire to enter into a development agreement with the County in connection with the possible development of the Project, including compliance with the various conditions and requirements of the Project, all of which will result in large expenditures of monies by the Property Owners; and

WHEREAS, to ensure that the County remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the State Legislature, the County: (1) accepts restraints on its police powers contained in the Agreement only to the extent and for the duration required to achieve the mutual objectives of the Parties; and (2) to offset such restraints, seeks public benefits from the Property Owners that go beyond those obtained by traditional County controls and conditions imposed on development project applications; and

WHEREAS, the County, as lead agency under CEQA, has prepared and considered the project-level Final Environmental Impact Report (State Clearinghouse No. 2004031072) ("**FEIR**") prepared for the Project and certified on ~~_____, 2018~~_____, 2019 for the development of the Property as more fully described therein; and

WHEREAS, the Parties recognize and agree that the certified FEIR for the Project will be used by the County when evaluating applications for Implementing Discretionary Actions (defined below) and Subsequent Discretionary Actions (defined below) for the Project. More detailed information about Project implementation activities provided for subsequent County approvals of tentative tract maps, use permits and other discretionary decisions, where such activities are within the scope of the FEIR, will not trigger the need for a supplemental or subsequent EIR unless required by Cal. Pub. Res. Code section 21166, as may be amended; and

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WHEREAS, the County and Property Owners recognize that the expansion and further development of the Property as provided for by the Initial Project Approvals (defined below) will provide opportunities for creating an economically sustainable master-planned community, provide for a broad range of employment, residential, institutional, and recreational land uses, and will contribute significantly to the economy of the County of Los Angeles, the Southern California region, and California generally; and

WHEREAS, Property Owners wish to obtain reasonable assurances that the Project may be developed in accordance with the Centennial Specific Plan, the Initial Project Approvals, the FEIR and the terms of this Agreement, as Property Owners anticipate making substantial capital expenditures in reliance upon this Agreement; and

WHEREAS, Property Owners will implement public benefits above and beyond the necessary mitigation for the Project, including the creation of new jobs, the reporting and monitoring of the balance between housing and jobs within the Project, the development of affordable housing and the development and construction of other public facilities and amenities, along with funding for various community improvements as set forth in this Agreement; these public benefits as set forth in this Agreement serve as the consideration upon which the County bases its decision to enter into this Agreement; and

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WHEREAS, this Agreement is necessary to assure Property Owners that the Project will not be reduced in density, intensity, or use or be subjected to new or modified rules, regulations, ordinances, or policies adopted or applied to the Project after the Effective Date of this Agreement, unless otherwise allowed by this Agreement, and this assurance serves as the consideration upon and the reliance for which the Property Owners base their decisions to enter into this Agreement; and

WHEREAS, development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan, the goals and policies set forth in Exhibit K ("Antelope Valley Area Plan Goals and Policies") and the Centennial Specific Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure timely installation of necessary improvements, assure attainment of maximum efficient resource utilization within the County at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted; and

WHEREAS, the implementation of the Centennial Specific Plan and related actions will allow further development of the Property consistent with the Project objectives and Specific Plan goals; and

WHEREAS, on June 6, 2018, July 11, 2018 and ~~on _____,~~August 29, 2018, the Regional Planning Commission held ~~a~~ duly noticed public ~~hearing~~hearings on this Agreement and the related Project Approvals (defined below). Following ~~the~~these public ~~hearing~~hearings, the Regional Planning Commission considered the FEIR for the Project under CEQA, the CEQA Findings and Statement of Overriding Considerations, and the MMRP (defined below), and determined that the Project and the Agreement are, as a whole and taken in their entirety, consistent with the County's objectives, policies, general land uses, and programs specified in the General Plan and the Zoning Code. The Regional Planning Commission adopted resolutions recommending approval of the Project, including this Agreement, to the Board of Supervisors. The Regional Planning Commission transmitted to the Board of Supervisors its findings and recommendations; and

WHEREAS, on ~~_____,~~December 11, 2018, the Board of Supervisors, having received the Regional Planning Commission's recommendations, held a duly-noticed public hearing on this Agreement and the related Project Approvals. ~~Following~~Thereafter, following the public hearing, the Board ~~certified~~indicated its intent to certify the FEIR, ~~adopted~~adopt the CEQA Findings and Statement of Overriding Considerations and the MMRP, and indicated its intent to approve the Project, including this Agreement, finding that the Agreement is consistent with the General Plan and Zoning Code; and

WHEREAS, on _____, ~~__,~~2019 the Board of Supervisors certified the FEIR, adopted the CEQA Findings and Statement of Overriding Considerations and the MMRP, and adopted Ordinance No. _____ ("**Enacting Ordinance**"), approving this Agreement and authorizing the Chairman of the Board of Supervisors to execute this Agreement, subject to the receipt by the Executive Officer-Clerk of the Board of the Agreement executed by Property Owners within 30 days of the date of Board approval. The Enacting Ordinance is effective 30 days after the date of approval of such ordinance, provided the executed Development Agreement is received by the

Executive Officer-Clerk of the Board within that 30-day time period. The following initial land use approvals and entitlements relating to the Project were approved by the Board concurrently with this Agreement: the Centennial Specific Plan, General Plan Amendment No 02-232, Zone Change No. 02-232, Vesting Tentative Parcel Map No. 060022, and Conditional Use Permit No. 02-232; and

WHEREAS, County represent and warrants that any actions concerning the Initial Project Approvals taken by County and the approval of this Agreement have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act and the Development Agreement Ordinance, with reference to the foregoing recitals and in consideration of the mutual promises, obligations, and covenants herein contained, the Parties agree as follows:

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1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

1.1. "Agreement" means this Development Agreement and all amendments and modifications thereto.

1.2. Intentionally Deleted.

1.3. "Applicable Rules" means the Rules, Regulations, and Official Policies in effect as of the Effective Date of this Agreement pertaining to the Project to the extent such are not superseded or modified by the Centennial Specific Plan and other Initial Project Approvals. For the convenience of the Parties in administration of this Agreement, the County has separately compiled the Applicable Rules, Regulations and Official Policies and shall maintain them in an appropriate file indexed to this Agreement. Property Owners have reviewed said compilation. Notwithstanding the foregoing, said compilation is for the convenience of the Parties only and shall not preclude the application to this Agreement of Applicable Rules, whether or not such Applicable Rules are included, in whole or in part, in said compilation.

1.4. "Board of Supervisors" means the Board of Supervisors of the County, which is the "legislative body" of the County as referenced in Section 65867 of the Development Agreement Act.

1.5. "CEQA" means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 *et seq.*) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 *et seq.*).

1.6. "California Building Standards Codes" means those building, electrical, mechanical, fire and other similar regulations, which are mandated by state law and which become

applicable throughout the County, including, but not limited to, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the Building Efficiency Standards (24 Cal. Code Regs. Pt. 6) and the California Fire Code (along with those amendments to the promulgated California codes which reflect local modification to implement requirements justified by local conditions, as allowed by state law, and which are applicable County-wide).

1.7. "Centennial Property" means that certain real property located in Los Angeles County, California, owned by Centennial, which property is more fully described in Exhibit A and depicted on Exhibit C. To the extent there is any conflict between Exhibits A and C, Exhibit A shall control.

1.8. "Community Benefits" means the community benefits to be performed by Property Owners in connection with this Agreement as identified in Exhibit G.

1.9. "County" means the County of Los Angeles, a body corporate and a political subdivision of the State of California, and each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the County, including, without limitation, the Board of Supervisors and the Regional Planning Commission.

1.10. Intentionally Deleted.

1.11. Intentionally Deleted.

1.12. "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.13. "Development Agreement Ordinance" means Chapter 22.16, Part 4 of the Los Angeles County Code.

1.14. "Director of Planning" means the Director of the Department of Regional Planning for the County.

1.15. "Effective Date" is the date on which this Agreement shall be effective in accordance with Section 7.1 hereof.

1.16. "Fees" means Impact Fees, Processing Fees, and any other fees or charges imposed or collected by the County.

1.17. "FEIR" means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2004031072, certified by the County on ~~____, 2018~~ _____, 2019 in accordance with the requirements of CEQA.

1.18. "Future Rules" means new or modified Rules, Regulations, and Official Policies adopted by the County after the Effective Date as defined in Section 3.2 hereof.

1.19. "General Plan" means the adopted General Plan for the County.

1.20. "Impact Fees" means any fee established by the County with respect to development and its impacts pursuant to any governmental requirements, including without limitation fees adopted pursuant to Section 66000 *et. seq.* of the California Government Code, dedication requirements, linkage fees, exactions, assessments or fair share charges, or any other similar impact fees, charges or exactions imposed on and in connection with development undertaken pursuant to the Project Approvals by the County pursuant to Rules, Regulations, and Official Policies. Impact Fees do not include (i) Processing Fees or (ii) other Countywide fees or charges of general applicability, provided that such Countywide fees or charges are not imposed on impacts of development.

1.21. "Initial Project Approvals" means those land use approvals and entitlements relating to the Project that were approved by the Board of Supervisors concurrently with this Agreement, which include the Centennial Specific Plan, General Plan Amendment No 02-232, Zone Change No. 02-232, Vesting Tentative Parcel Map No. 060022, and Conditional Use Permit No. 02-232, the CEQA Findings and Statement of Overriding Considerations, the MMRP ~~(No. _____)~~ and the FEIR.

1.22. "Implementing Approvals" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions sought or agreed to in writing by the Property Owners and required to be taken by the County in order for Property Owners to implement, develop, and construct the Project and implement the Mitigation Measures, including without limitation, building permits, demolition permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals that are required by the County Code, Project plans, and Project Approvals to implement the Project and the Mitigation Measures. Implementing Approvals shall not include any Implementing Discretionary Actions.

1.23. "Implementing Discretionary Action" means an action or decision requested or agreed to in writing by Property Owners in connection with the implementation of the Project Approvals that requires the exercise of judgment or deliberation on the part of the County in the process of approving or disapproving a particular activity, as distinguished from an activity that merely requires the County to determine whether there has been conformity with applicable statutes, ordinances, or regulations.

1.24. "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.25. "Liabilities" means all liabilities, losses, damages (including, without limitation, penalties, fines and monetary sanctions), expenses, charges or costs of whatsoever character, nature and kind, including reasonable attorneys' fees and costs incurred by the indemnified Party with respect to counsel of its choice.

1.26. "Litigation" means any legal action instituted by any third party challenging any aspect of this Agreement or the Project Approvals. Without limiting the breadth of this provision, "Litigation" includes third party claims challenging (1) the adoption, validity or application of any provision of this Agreement (including claims by third party owners of a portion of the Property),

(2) the County's compliance with CEQA in adopting the Project Approvals and (3) the Project's compliance with California Labor Code section 1720 *et seq.*

1.27. "Mitigation Measures" means the mitigation measures described in the FEIR and in the MMRP.

1.28. "MMRP" means the Mitigation Monitoring and Reporting Program for the Project, which was adopted by the County on _____, _____, 2019, and which is attached hereto and fully incorporated herein as Exhibit F, Mitigation Monitoring and Reporting Program.

1.29. "On Site Public Infrastructure" means those public facilities, amenities (including parks and open space) and infrastructure that are identified with specificity on Exhibit E that Property Owners each are obligated to construct (or cause to be constructed) with respect to their respective Property on or before the milestones identified in the On Site Public Infrastructure Phasing Plan (Exhibit E-1), consistent with and subject to this Agreement.

1.30. "On Site Public Infrastructure and Phasing Plan" means the schedule of milestones by which Property Owners shall each construct (or cause to be constructed) with respect to their respective Property the On Site Public Infrastructure and which plan also identifies the phasing for other aspects of the Project. The schedule of milestones for the On Site Public Infrastructure and schedule for phasing of other aspects of the Project is contained in Exhibit E-1, and (as applicable with respect to those items identified as On Site Public Infrastructure) is further identified as a Community Benefit in Exhibit G.

1.31. "Parties" means collectively Tejon, Centennial and the County.

1.32. "Party" means any one of Tejon, Centennial or the County.

1.33. "Processing Fees" means all processing fees and charges adopted by the Board of Supervisors and contained on an adopted fee schedule that are required by the County including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, and certificates of occupancy that are necessary to implement the Project and the Mitigation Measures. Processing Fees do not include Impact Fees, except as specifically provided for in this Agreement.

1.34. "Project" means development within the County on the Property as described in the Initial Project Approvals, including, without limitation, the permitted uses, density and intensity of users, and maximum size and height of buildings specified in the Initial Project Approvals.

1.35. "Project Approvals" means all of the following: (1) the Initial Project Approvals; (2) any Implementing Approvals; (3) any Implementing Discretionary Actions; and (4) any subsequent approvals required by other state or federal entities for development and implementation of the Project that are sought or agreed to in writing by the Property Owners. All Project Approvals and amendments to any Project Approvals issued, adopted or approved by the

County shall automatically vest for the term of this Agreement on the date such approval is effective with no further action required by the Property Owner.

1.36. "Property" means the Tejon Property and the Centennial Property within the area covered by the Centennial Specific Plan and located within the areas of the County.

1.37. "Property Owners" are described in the preamble and include their respective successors, transferees, and assignees pursuant to assignment in compliance with Section 7.10 below.

1.38. "Regional Planning Commission" means the Regional Planning Commission of the County, which is the "planning agency" of the County, as referenced in Section 65867 of the Development Agreement Act.

1.39. "Reserved Powers" means those rights and authority excepted from this Agreement's restrictions on the County's police powers and which are instead expressly reserved to the County as provided in this Agreement. The Reserved Powers consist of the power to enact and implement Rules, Regulations, and Official Policies (defined below) after the Effective Date with respect to the Project that may be in conflict with the Project Approvals but: (1) prevent or remedy conditions which the County has found based on substantial evidence to be injurious or detrimental to the public health or safety; (2) are California Building Standards Codes; (3) are necessary (subject to the provisions in the penultimate paragraph of Section 3.2) to comply with state or federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date) or to comply with a court order or judgment of a state or federal court; (4) are agreed to or consented to by a Property Owner; or (5) are County-wide fees or charges of general applicability that are included in a County fee schedule adopted by the Board of Supervisors (provided that such County-wide fees or charges are not fees or charges imposed on or in connection with the impacts of new development in violation of the express limitations provided in Section 3.5 this Agreement), subject to any rights under this Agreement or in law that permit a person to protest or challenge the imposition of such fee or charge.

1.40. "Rules, Regulations, and Official Policies" means the County rules, regulations, ordinances, laws, and officially adopted policies governing development, including, without limitation, density and intensity of use, permitted uses, the maximum height and size of proposed buildings, the provision for the reservation or dedication of land, if any, for public purposes, the construction, installation, and extension of public improvements, environmental review, and other criteria relating to development or use of real property and which are generally applicable to the development of the Property.

1.41. "Specific Plan" or "Centennial Specific Plan" means the Centennial Specific Plan approved by the County on ~~____ ___, 2018 (No. ___).~~ _____, 2019.

1.42. "Subsequent Discretionary Action" means an action or decision requested or agreed to in writing by Property Owners unrelated to the Project or beyond the scope of the Project that requires the exercise of judgment or deliberation on the part of the County in the process of approving or disapproving a particular activity, as distinguished from an activity that merely

requires the County to determine whether there has been conformity with applicable statutes, ordinances, or regulations.

1.43. "Term" means the period of time for which this Agreement shall be effective in accordance with Section 7.2 hereof.

1.44. "Tejon Property" means that certain real property located in Los Angeles County, California, owned by Tejon, which is more fully described in Exhibit B and depicted on Exhibit D. To the extent there is any conflict between Exhibits B and D, Exhibit B shall control.

1.45. "Tentative Map" or "Tentative Tract Map" means a tentative map prepared and approved in accordance with Los Angeles County Code, Title 21.40 *et seq.* **"Final Map", "Parcel Map"** or **"Final Tract Map"** means a final map or parcel map prepared and approved in accordance with Los Angeles County Code, Title 21.44 *et seq*.

1.46. "Vesting Tentative Map" means a vesting tract or parcel map approved in accordance with Los Angeles County Code, Title 21.38 *et seq*.

1.47. "Offer of Temporary Easement" means the offer of a temporary statutory dedication at the time of the recording of a Final Map or a Parcel Map for temporary road, drainage or utility easement purposes, but which offer shall revert by its own terms and be of no further force and effect at such time as a replacement offer of dedication is recorded, all pursuant to Section 3.8 herein.

1.48. "Public Improvements" means all improvements to be funded or constructed on and adjacent to the Property (including, without limitation On Site Public Infrastructure [which includes, without limitation, public parks, open space and regional trails], roadways, water treatment, wet and dry utilities, medians, curbs, sidewalks, lighting and landscaping and any required offsite improvements) that are rationally related to the Project.

1.49. "CPI" means the Consumer Price Index (All Urban Consumers) for the Los Angeles-Long Beach-Anaheim area published from time to time by the United States Department of Labor, Bureau of Labor Statistics or, if such index is discontinued or not available, such other similar index that may be mutually agreed upon by the Parties.

2. OBLIGATIONS OF A PROPERTY OWNER.

2.1. Project; Project to Include Community Benefits. As described in the Centennial Specific Plan, Property Owners seek to develop a mixed-use residential development, consisting of the following major components, which are described in greater detail in the Centennial Specific Plan and in the Initial Project Approvals: (1) development and construction of up to 19,333 dwelling units, (2) approximately 7,363,818 square feet of business park uses, (3) approximately 1,034,550 square feet of commercial uses, (4) approximately 130,680 square feet of recreation and entertainment uses, (5) approximately 5,624 acres of open space, and (6) approximately 1,588,160 square feet of institutional/civic and other utility uses (such as schools [within overlay zones], higher education facilities, medical facilities, library, public safety, wastewater treatment facilities, sites permitting material recovery facilities and other civic uses). Additionally, apart from the Centennial Specific Plan and the other Initial Project Approvals, and exclusively for purpose of

implementing this Agreement, the Parties agree that in exchange for the rights conferred by this Agreement to the Property Owners, and in consideration of the obligations imposed by this Agreement on the County, those items defined as Community Benefits (and described in Exhibit G) shall also be considered part of the Project.

2.2. Project Development. Each Property Owner agrees that it will use commercially reasonable efforts (which shall, for the purpose of this Agreement, be defined to mean each Property Owner's efforts as determined by the exercise of its own sole and independent business judgment, taking into account market conditions and economic considerations) to undertake development of the Project, and that such development shall be undertaken in accordance with the terms and conditions of this Agreement and the Project Approvals; notwithstanding the foregoing, except as expressly required by Exhibit E-1 as part of the Property Owner's discretion to construct the Project, nothing in this Agreement requires a Property Owner to proceed with the construction of or any other implementation of the Project or any portion thereof.

2.3. Phasing Plan; Timing of Development. The Parties acknowledge that Property Owners cannot at this time predict when or at what rate the Property would be developed. Such decisions depend upon numerous factors that are not all within the control of Property Owners, such as market orientation and demand, interest rates, absorption, competition and similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Property Owners and the County to hereby acknowledge and provide for the right of Property Owners to develop the Property in such order and at such rate and times as Property Owners deem appropriate within the exercise of their respective sole and subjective business judgment. The County acknowledges that such a right is consistent with the intent, purpose, and understanding of the Parties to this Agreement; provided, however, that this Section 2.3 does not in any way affect the specific timing, implementation or provision of improvements or other requirements of the Project to the extent such timing, implementation or provision of improvements or other requirements are set forth in the Specific Plan or in this Agreement (including, without limitations as addressed in the On Site Infrastructure and Phasing Plan).

2.4. Public Benefits.

2.4.1. Community Benefits. Property Owners shall each perform with respect to their respective property the Community Benefits identified in Exhibit G to this Agreement.

2.4.2. Public Objectives. In accordance with the legislative findings set forth in section 65864 of the Development Agreement Act, County wishes to encourage certain public objectives that will be furthered by this Agreement, including the orderly development of the Property in accordance with Applicable Rules and the Project Approvals. Moreover, this Agreement will reduce uncertainty in planning for and securing orderly development of the Project, facilitate installation of necessary improvements, encourage attainment of efficient resource utilization within the County and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. Additionally, although development in accordance

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with this Agreement will restrain the County's land use and other relevant police powers to the extent expressly set forth herein, the Agreement will provide County with sufficient Reserved Powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the County (including the Community Benefits), the Property Owners will receive assurances that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules and the Project Approvals. The Parties believe that such orderly development of the Project will provide many benefits to the Parties, including without limitation the following:

2.4.2.1. Comprehensive Planning Objectives. The development of the Project pursuant to the Project Approvals and this Agreement will facilitate the implementation of the General Plan and will promote the following planning objectives contained within the General Plan, including the following:

(a) Maintaining and enhancing major employment centers;

(b) Expanding and attracting new business to the County;

(c) Developing a well-balanced community offering well-planned commercial and residential districts, and a coordinated circulation system for ~~fast,~~ safe, and efficient movement of people and commodities;

(d) Providing usable open space tailored to Project-generated demands that would otherwise be placed on public open space and recreation resources;

(e) Incorporating open space to provide a contrast to, and relief from, the tensions associated with suburban living;

(f) Maximizing the development, economic, and job-creating potential of under-utilized properties zoned for commercial and manufacturing uses.

(g) Encouraging a mix of residential land use designations and development regulations that accommodate various densities, building types and styles.

(h) Promoting mixed income neighborhoods and a diversity of housing types throughout the unincorporated areas to increase housing choices for all economic segments of the population.

2.4.2.2. County Development Objectives. The public benefits to be received as a result of the development of the Project pursuant to this Agreement include, among others:

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(a) (a) Development of a major business center within the County providing opportunities for employment during construction of the Project for up to an estimated 67,710 persons in the County and, at build out, permanent local long-term employment for up to an estimated 22,470 persons in the County with an annual direct and induced total output estimated at $3,100,000,000 in the County and an annual impact from labor income estimated at $1,400,000,000 at full build out.

(b) (b) Construction of major On Site Public Infrastructure in accordance with and as described in Exhibits E and E-1 which will ensure that infrastructure necessary to allow job-creating development within the Commercial Districts will be in place when needed;

(c) (c) Construction and maintenance of the Privately Maintained Publicly Accessible Infrastructure as defined in Section 3.4.2.

(d) (d) Construction of no less than 1015% of all residential units in deed restricted housing for income-restricted residents to assist in meeting the affordable housing needs of the County as further described in Exhibit G, Item 11;

(e) (e) Assurance that development of the Project will proceed in accordance with a master plan which was the result of a comprehensive and coordinated planning process by and among Parties and the community in which private and public goals, objectives and interests were thoughtfully integrated and resolved in an optimal fashion;

(f) (f) Implementation of a well-planned hiring program to meet the community's goal of employing local Los Angeles County residents in the construction of the Project, including without limitation in connection with construction of all Public Improvements and the On Site Public Infrastructure identified on the On-Site Public Infrastructure and Phasing Plan as described further in Exhibits E and E-1.

2.4.2.3. Antelope Valley Area Plan Goals and Policies. The development of the Project pursuant to the Project Approvals and this Agreement shall be consistent with the goals and policies set forth on Exhibit K ("Antelope Valley Area Plan Goals and Policies") attached hereto and incorporated herein by this reference.

3. OBLIGATIONS OF THE COUNTY.

3.1. Entitlement to Develop. Property Owners shall have the vested right during the Term of this Agreement to develop and operate the Project in accordance with, and to the extent of, this Agreement, the Project Approvals, and the Applicable Rules. The Parties acknowledge that Implementing Approvals will be required and Implementing Discretionary Actions may be required for development and implementation of the Project. The County shall process, consider and act on any application for Implementing Approvals and/or Implementing Discretionary Actions only in accordance with this Agreement, the Initial Project Approvals, Applicable Rules, and any Future Rules that are made applicable to the Project or Property pursuant to Section 3.2, below. The County agrees that it is bound to permit the development and operation of the uses, density and intensity of such uses, the building heights, and the development standards and design guidelines provided for in this Agreement and the Project Approvals.

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The County shall not require a Property Owner to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Project Approvals, the Applicable Rules, and any Future Rules that are made applicable to the Project or Property pursuant to Section 3.2, below. The Parties agree that this Agreement does not modify, alter, or change the County's obligations pursuant to CEQA and acknowledge that Implementing Discretionary Actions and Subsequent Discretionary Actions may require additional environmental review pursuant to CEQA or similar state or federal environmental law.

Notwithstanding the previous paragraph of this Section 3.1, this Agreement does not: (1) grant density, intensity or uses in excess of that otherwise established in the Project Approvals and the Applicable Rules; (b) supersede, nullify or amend any condition imposed in the Project Approvals; (c) eliminate County discretion with respect to future Subsequent Discretionary Actions; (d) guarantee that Parties will receive any profits from the Project; or (e) amend the County's General Plan beyond the Initial Project Approvals. The Parties understand this Agreement has a fixed Term and is not permanent.

3.2. Changes in Applicable Rules. County may adopt new or modified Rules, Regulations, and Official Policies after the Effective Date ("Future Rules"); provided, however, that such Future Rules shall be applicable to the Project or Property only to the extent that such application does not conflict with Project Approvals or Applicable Rules; and provided, however, that as ~~provided~~specified in Government Code Section 65866 such Future Rules will not delay, modify, prevent, or impede development or operation of the Project on the Property or conflict with any of the vested rights granted to Property Owner under this Agreement. Without limiting the generality of the foregoing and by way of example, any Future Rules shall be deemed to conflict with Property Owner's vested rights if, they seek to limit or reduce the types of uses allowed, the density or intensity of uses permitted, or the building heights allowed, or attempt to alter or modify the development standards or design guidelines, or to limit the timing of the development of the Project, either with specific reference to the Property or as part of a general enactment that applies to the Property. A Property Owner may, in its sole and absolute discretion, consent to the application to the Project of any Future Rules.

Notwithstanding the foregoing, the County shall not be precluded from applying any Future Rules to the Project or Property under the following circumstances where, and to the extent that, the Future Rules are: (1) specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date as provided in Government Code Section 65869.5 (but subject to the provisions of the following paragraph); (2) specifically mandated by a court of competent jurisdiction as applicable to the Project or Property; (3) necessary to protect the public health and safety and are generally applicable on a Countywide basis; (4) an event of natural disasters as found by the Board of Supervisors such as floods, earthquakes, and similar acts of God which need not be applicable on a Countywide basis; or (5) a Reserved Power. In addition, all specifications, standards, and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the project plans are being processed for approval and/or under construction, and the design and construction requirements for an individual action under the Project shall be governed by the California Building Standards Codes then in effect at the time such action is submitted for review and approval except as otherwise specifically provided for in the Centennial Specific Plan.

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With respect to item "(1)" above in the preceding paragraph, such Future Rules described in "(1)" shall be implemented by County to minimally comply with such state or federal laws or regulations; provided, however, that this Agreement and the Project Approvals shall remain in full force and effect to the extent not inconsistent with such state or federal laws or regulations and to the extent such state or federal laws or regulations do not render such remaining provisions impractical or impossible to enforce. Unless otherwise required by law, as determined in County's reasonable discretion (but subject to the meet and confer provisions of this paragraph), modifications to this Agreement and to the Project Approvals that may be required to address minimal compliance with state or federal laws or regulations pursuant to this Section 3.2 shall be implemented by the County as "minor" or "administrative" changes in accordance with Sections 3.9 and 7.9.1 of this Agreement, so long as Owner consents to such modification in writing. Upon discovery of a Future Rule described in "(1)" above, County shall provide the Property Owners with written notice of the Future Rule, and a written statement of the conflicts thereby raised with the provisions of Applicable Rules or this Agreement. The Parties shall thereafter meet and confer in a good faith attempt to modify this Agreement, as necessary, to minimally comply with such federal or state law or regulation. In implementing this paragraph, preservation of the terms of this Agreement and the rights of Parties as derived from this Agreement shall be the primary goal. If necessary to comply with federal or state law or regulations, County also agrees to process the Property Owners' proposed changes to the Project that are necessary to comply with such federal or state law or regulations and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without any further need for any amendment to this Agreement or any of its Exhibits.

This Agreement shall not be construed to prevent County from approving, conditionally approving, or denying any Subsequent Discretionary Action on the basis of Applicable Rules or Future Rules.

3.2.1. Special Taxes and Assessments. Other than as expressly addressed in Exhibit G of this Agreement (which provides that the Property Owners shall not contest certain actions taken by the County to enact financing mechanisms for certain Community Benefits), nothing in this Agreement shall prevent a Property Owner, from contesting, protesting, opposing or voting against any and all special taxes, assessments, levies, charges, and/or fees imposed with respect to any assessment districts, Mello-Roos, or community facilities districts, maintenance districts, or other similar districts.

3.2.2. Health and Safety Emergencies. In the event that a public health or safety emergency is declared by the County that arises with respect to the Project, the County agrees that it shall attempt, to the extent reasonably possible as determined by the County in its discretion, to address and resolve such emergency in a way that does not have a material adverse impact on the Project in accordance with the Project Approvals and the Applicable Rules; however, if the County determines, in its discretion, that it is not reasonably possible to so address or resolve such health or safety emergency, then the County shall select that option for addressing the emergency which, in the County's discretion, but in consultation with the Property Owners, minimizes, so far as reasonably possible, the impact on the Project in accordance with the Project Approvals and the Applicable Rules while still addressing such health or safety emergency in a manner acceptable to the County.

3.3. Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the County, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property or the implementation of the Mitigation Measures adopted in connection with approval of the Project, such ordinance, resolution, or other measure shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to Section 3.2, above.

3.4. Public Improvements; Formation of Infrastructure Financing Districts; Reimbursement; Maintenance of Certain Improvements. Property Owners shall construct (or cause to be constructed) the Public Improvements necessary for the Project, which construction shall be undertaken in compliance with state applicable law, including, without limitation, Labor Code section 1720 *et seq.*. If Property Owners undertake infrastructure financing, such as with the use of Mello-Roos, joint powers authority, geological hazard abatement district, landscape lighting district or community facilities districts to finance their obligations to design and construct Public Improvements, the County agrees to cooperate fully in such endeavors and agrees to use good faith efforts to promptly commence and diligently and timely process any related applications. The Property Owners shall confer with the Department of Regional Planning prior to submitting the first Tentative Tract Map to discuss formation of any financing districts.

3.4.1. Reimbursement for Public Improvements. If, at the County's request or as part of a Project Approval, the Property Owners construct, install or otherwise provide financing for any Public Improvements benefiting lands within the County that are outside of the Property, and such lands are not owned or controlled by a Property Owner, then, at the request of the Property Owners, County shall take such actions as are necessary to create a benefit district by which a fee, assessment, charge or other requirement will be imposed upon such other properties and reimbursed to Property Owners for the pro-rata share of the benefits conferred upon such lands by such Public Improvements. Reimbursement to the Property Owners shall be evidenced by a reimbursement agreement to be entered into between the County and Property Owner. If public facilities are constructed or solely funded by the Property Owners as Community Benefits pursuant to Exhibit G of this Agreement and such facilities are oversized, then notwithstanding this Section 3.4.1, but subject to and reserving any financing rights that Property Owners may have in this section and in Exhibit G, Property Owners shall have no right and County shall have no obligation to reimburse Property Owners for other property's(ies') fair share contributions.

3.4.2. Maintenance of Landscaping and Other Improvements; Master Declaration; Use Restrictions. The Property Owners agree that, following completion of each of the Public Improvements identified in this section, and notwithstanding public ownership of all or a part thereof, the Property Owners shall be responsible for all actual and necessary costs of repair, replacement, maintenance and other similar costs (collectively, "**Maintenance**") pertaining to parkway and median landscaping (including street trees, irrigation, the open space and the bike paths in such parkways and medians) located within the Specific Plan (collectively, the "**Privately Maintained Publicly Accessible Infrastructure**"). To the extent permitted by law, the Property Owners' Maintenance obligations for Privately Maintained Publicly Accessible Infrastructure may be financed as provided in Section 3.4. Prior to the sale of any lot on a Final Map by the Property Owners or the issuance of any certificates of occupancy within the Project, whichever occurs first, the Property Owners shall submit to the County for its approval, which shall not be unreasonably

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withheld, conditioned or delayed (and, following such approval, shall record against the Property), a Master Declaration of Covenants, Conditions and Restrictions (the "**CC&Rs**"), which shall constitute equitable servitudes enforceable against the Property Owners and all subsequent successors and assigns. The CC&Rs shall (a) obligate the Property Owners either to perform all Maintenance for the Privately Maintained Publicly Accessible Infrastructure in accordance with County-required standards set forth in the CC&Rs or to reimburse the County, as the Property Owners shall elect, for all costs of such Maintenance of the Privately Maintained Publicly Accessible Infrastructure, which election shall be made by the Property Owners prior to issuance of the first certificate of occupancy for the Project; (b) provide that those provisions of the CC&Rs described in this Section 3.4.2 shall not be modified without the consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed; (c) provide that the County shall have the right to enforce the provisions of the CC&Rs expressly identified as being for the County's benefit in the event of the failure of the Property Owners to do so; and (d) provide for indemnification of the County from any such Maintenance costs or expenses or any claims, causes of action or Liabilities arising from the manner of performance of such Maintenance by the Property Owners (or any association of such owners formed for the purpose, *inter alia*, of performing such Maintenance (the "**Association**")). The CC&Rs shall also (i) require that all Privately Maintained Publicly Accessible Infrastructure remain open to the public in perpetuity, and (ii) contain use restrictions with respect to certain uses within the Project which Property Owners and County consider to be undesirable or inappropriate for the Project, in each case in a form and substance approved by the Property Owners and County, which approvals shall not be unreasonably withheld, conditioned or delayed.

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Notwithstanding anything in this Agreement which is or appears to the contrary, all private streets within the Project shall be privately constructed, in accordance with Applicable Law, privately owned and privately maintained. The County shall have no capital or Maintenance obligation with respect to private streets.

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3.5. Impact Fees. Property Owners shall pay all Impact Fees that are in effect at the time an application is submitted for any Implementing Approval, Implementing Discretionary Actions, and/or Subsequent Discretionary Action provided that such action or approval may lawfully be conditioned on the payment of Impact Fees. Notwithstanding the foregoing, County agrees that the Property Owners shall receive a credit in lieu of specified Impact Fees to the extent expressly provided in Section 3.5.1 (provided, however, notwithstanding the fee credit provisions below, land value [other than with respect to the Library Site described in Item 8 of Exhibit G] shall not be eligible to be included in any fee credit pursuant to this Agreement).

3.5.1. Impact Fee Credit for Provision of Certain Public Benefits. In addition to any other Project Approval or Applicable Rule that provide for the crediting of Impact Fees, the County agrees that Property Owners shall be entitled to a credit in lieu of any existing or future Impact Fee obligations relating, in whole or in part, to the value of any construction or equipping of public improvements or facilities~~,~~ (to the extent permitted by the Mitigation Fee Act) required by the following Community Benefits: Items 2 (Sheriff Station and Temporary Sheriff Substation), 3 (Fire Stations), 7 (Park Facilities), 8 (Library and Library Site) and 13 (Public Art) of Exhibit G.

3.5.2. Valuation for Purpose of Impact Fee Credit. For those items for which Section 3.5.1 and Exhibit G provide the Property Owners shall be entitled to a credit in lieu of any applicable Impact Fee, the Parties agree that the credit in lieu of applicable Impact Fees shall be based on the fair market value of the construction or equipping as follows: For equipping and construction of improvements consistent with County approval of space and design, the actual cost incurred and paid by the Property Owners shall be deemed fair market value.

3.6. Processing Fees. Property Owner shall pay all Processing Fees for the Implementing Approvals, Implementing Discretionary Actions, and any Subsequent Discretionary Actions. Processing Fees shall be those in effect at the time an application is submitted for any Implementing Approval, Implementing Discretionary Action, and/or Subsequent Discretionary Action, except as otherwise provided in the Specific Plan.

3.7. Timeframes and Staffing for Processing and Review. The County acknowledges that expeditious processing of Implementing Approvals and Implementing Discretionary Actions, if any, and any other approvals or actions required for the Project are important to the implementation of the Project. In recognition of the importance of timely review and processing of Implementing Approvals and Implementing Discretionary Actions, if any, the County agrees to enter into a separate Supplemental Fee Agreement (as defined in Los Angeles County Code Section 22.70.040), or similar agreement, to work with Property Owner to establish time frames for processing and review of such Implementing Approvals and Implementing Discretionary Actions, if any, and ~~both~~the Parties agree to comply in good faith with timeframes established in the Project Approvals and any applicable Supplemental Fee Agreement. The County agrees to use good faith efforts to expeditiously, diligently and timely process Implementing Approvals and Implementing Discretionary Actions, if any.

3.8. Dedication of Road, Drainage and Other Public Purpose and Utility Easements. County and Property Owners acknowledge that as development of the Project proceeds, it may be necessary to relocate or realign road, drainage or other utility easements granted to the County or to other governmental agencies or quasi-governmental agencies as shown on applicable Tract Map(s) or Parcel Map(s). To further development of the Project in the most expeditious manner, County and the Property Owners agree that proposed easements as shown on applicable Tract Map(s) or Parcel Maps(s), may be offered as temporary statutory dedications on a Final Tract Map or Final Parcel Map covering all or a portion of the Property, and that such Offer of Temporary Easement shall revert, by their terms, to the respective Property Owner at such time as a replacement offer of dedication is recorded.

3.9. Minor and Administrative Changes to Project Approvals. Unless otherwise required by law, a "minor" or "administrative" change to the Project Approvals shall not require an amendment to this Agreement pursuant to California Government Code section 65868. Unless otherwise required by law, a minor or administrative change in a Project Approval may be reflected in an Operating Memoranda as described in Section 7.9.1.

3.10. Tentative Tract, Financing Parcel Map and Other Entitlement Extensions. The Parties intend that Project Tentative Tract Maps, Financing Maps and Tentative Maps facilitate the orderly, long-term development of the Property and the Property Owner's provisions of certain infrastructure improvements over time; in addition these matters are inextricably

intertwined with other Project Approvals sought by Property Owners to facilitate the Project. To allow for sufficient certainty in the construction and financing of major infrastructure, pursuant to California Government Code sections 65863.9 and 66452.6(a)(1), which provide that a tentative map may be extended for the period of time provided in a development agreement, Tentative Tract Maps, Financing Maps, Tentative Maps and any Project Approval for the Project that may be approved by the County will be automatically extended for the greater of the Term of this Agreement, in which case no such extension application to extend the expiration date of any such map or permit need be filed, or such time approved in accordance with state law or the Applicable Rules. The Parties also agree that phased final subdivision maps may be processed or recorded.

3.11. Vesting Tentative Maps. If any tentative or final subdivision map or tentative or final parcel map heretofore or hereafter approved in connection with development of the Property is a vesting map under the Subdivision Map Act, and if this Agreement is determined by a final judgement to be invalid or unenforceable insofar as it grants a vested right to develop to Property Owners for development of the Project, then and to that extent all rights and protections afforded Property Owners under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement.

3.12. Development Agreement/Project Approval Inconsistencies. If there is an inconsistency between any Applicable Rules and a Development Approval, then the provisions of the Development Approval shall control and govern the Parties' actions. If there is an inconsistency between any Applicable Rules, Future Rules or Development Approval and this Agreement, then the provisions of this Agreement shall control and govern the Parties' actions.

4. INCORPORATION AND ANNEXATION.

4.1. Intent. If all or any portion of the Property is annexed to or otherwise becomes a part of a city or of another county, it is the intent of the Parties that this Agreement shall survive and be binding on such other jurisdiction.

4.2. Incorporation. If at any time during the term of this Agreement, a city is incorporated comprising all or any portion of the Property, the validity and effect of this Agreement shall be governed by Section 65865.3 of the California Government Code.

5. ANNUAL REVIEW.

5.1. Annual Review. Review of the Property Owners' good faith compliance with the terms of this Agreement during the period under review shall take place on an annual basis beginning 12 months after the Effective Date of this Agreement and continuing to occur annually thereafter on or shortly following the yearly anniversary of the Effective Date ("**Annual Review**") until termination of the Agreement. The Annual Review shall be conducted in accordance with the Development Agreement Act and the Development Agreement Ordinance, and shall address all items set forth therein as well as specifically demonstrate Property Owners' compliance during the period under review with its obligations under Section 2 above, this Agreement as a whole, and the MMRP. Property Owners shall submit evidence of their compliance with this Agreement and the MMRP during the period under review in a form that the Director of Planning may reasonably establish, in writing, and transmitted to the Director of Planning no later than sixty (60) days from

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the Director of Planning's commencement of the Annual Review. The Property Owners shall reimburse the County for the actual costs of preparing for and conducting the Annual Review within forty-five (45) days of written demand by the County.

5.2. Certificate of Agreement Compliance. If, at the conclusion of an Annual Review, a Property Owner is found to be in good faith compliance with this Agreement, County shall, upon request by the Property Owner, issue a Certificate of Agreement Compliance ("**Compliance Certificate**") to such Property Owner stating that, after the most recent Annual Review and based upon the information then known to the County, (1) this Agreement remains in effect and (2) Property Owner is, to the current actual knowledge of the County, in good faith compliance with the Agreement as required by section 65865.1 of the Development Agreement Act. The Compliance Certificate shall be in the form attached hereto as Exhibit I. The Property Owner may record the Compliance Certificate with the County Recorder. Additionally, any Party may at any time request from the other an estoppel certificate ("**Estoppel Certificate**") confirming, in addition to the foregoing, (a) that this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications; (b) that there are no known current uncured defaults under this Agreement or specifying the dates and nature of any such known default; and (c) as to any other reasonable information requested. The Estoppel Certificate shall in the form attached hereto as Exhibit L. Any such Compliance Certificate or Estoppel Certificate delivered pursuant to this Section shall not estop the Party delivering such certificate from asserting a breach or default, or pursuing any rights arising therefrom, with respect to any matter which occurs subsequent to the date of such certificate or discovered thereafter.

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5.3. Failure of Annual Review. County's failure to conduct a review at least annually of the Property Owners' compliance with the terms and conditions of this Agreement shall not constitute or be construed by County or the Property Owners as a breach of or a default under this Agreement.

6. DEFAULT PROVISIONS.

6.1. General Default Provisions.

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6.1.1. Default. Failure or unreasonable delay by the County or a Property Owner to perform any material provision of this Agreement shall constitute a default under this Agreement, except as expressly provided pursuant to this Agreement.

6.1.2. Notice of Default. In the event of a default, the Party alleging such default shall give the defaulting Party timely written notice of default ("**Notice of Default**"). County shall always notice a non-defaulting Property Owner at the same time and in the same manner as a defaulting Property Owner. Failure or delay in giving a Notice of Default shall not waive a Party's right to give future notice of any other default. The Notice of Default shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured.

6.1.3. Cure Period. The defaulting Party shall provide evidence that it was never, in fact, in default or shall promptly commence to cure the identified default within thirty (30) days of the Notice of Default, unless the Parties extend such time by mutual written consent

or except in cases in which Property Owner's alleged default presents a threat of imminent harm to the public. If the nature of the alleged default is such that it cannot be reasonably cured within such 30-day period, the commencement of the cure within such time period and the diligent pursuit to completion of the cure shall be deemed a cure within such period. During any period of curing, the Party charged shall not be considered in default for purposes of terminating this Agreement, for the purpose of determining compliance pursuant to an Annual Review under Section 5.1, or instituting legal proceedings pursuant to this Agreement. In the case of a dispute as to whether a default exists or whether the defaulting Party has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 7.6 of this Agreement. County agrees that a non-defaulting Property Owner may, in such Party's sole and absolute discretion and without imposing any obligation, cure of remedy any default or the other defaulting Property Owner.

6.2. Remedies for Default.

6.2.1. Property Owner Default; County Remedies. If a Property Owner remains in default after the cure period, and subject to satisfaction of the dispute resolution provisions of Section 7.6 of this Agreement, the County shall have all rights and remedies provided by this Agreement, including, without limitation, the right to terminate or modify this Agreement subject to the provisions set forth in Section 6.2.1.1 below. The County shall, in addition to any other remedy available at law or in equity, also have the right to compel specific performance of the obligations of the Property Owner that is in default under this Agreement, including, without limitation, the right to compel specific performance of the Community Benefits set forth in Exhibit G to this Agreement to the extent a particular Community Benefit would have been due at the time of delivery of a Notice of Default.

6.2.1.1.Termination or Modification. If the Director of Planning finds and determines that a Property Owner remains in default after the cure period, subject to satisfaction of the dispute resolution provisions of Section 7.6, and if the County intends to terminate or modify this Agreement, the Director of Planning shall notify the Regional Planning Commission that the Agreement is being violated, and a public hearing shall be scheduled before the Regional Planning Commission in accordance with the provisions of the Development Agreement Ordinance (County Code Sections 22.16.460, 22.16.470, and 22.16.480). If after such public hearing, the Regional Planning Commission finds that a Property Owner is in violation of this Agreement, the Regional Planning Commission shall notify the Board of Supervisors of its findings and recommend such action as it deems appropriate. If the Regional Planning Commission reports a violation of the Development Agreement to the Board of Supervisors pursuant to this Section, the Board of Supervisors may take one of the following actions: (a) approve the recommendation of the Regional Planning Commission instructing that action be taken as indicated therein in cases other than a recommendation to terminate or modify the Agreement; (b) refer the matter back to the Regional Planning Commission for further proceedings with or without instructions; or (c) schedule the matter for hearing before the Board of Supervisors if termination or modification of the Agreement is recommended. Procedures for such hearing before the Board of Supervisors shall be the same as provided in Section 22.16.450 of the Development Agreement Ordinance. There shall be no termination or modifications of this Agreement unless the Board of Supervisors acts pursuant to the provisions set forth in the Development Agreement Act (Government Code Sections 65865.1) and the Development Agreement Ordinance. Pursuant to Section 65865.1 of the Development Agreement Act, if, as a

result of the Annual Review, the County determines, on the basis of substantial evidence, that the Property Owner has not complied in good faith with terms or conditions of this Agreement, the County may terminate or modify the Agreement; provided, however, that if a defaulting Property Owner does not agree to the modification the County's only remedy shall be to terminate the Agreement, but only as to such Party. Further, if the County seeks to terminate or modify the Agreement for any other reason, such action shall be subject to the requirements of Government Code Section 65868, including the requirement for the mutual consent of the Parties. In no event shall the County terminate or modify this Agreement as to a non-defaulting Property Owner solely based on default of the defaulting Property Owner.

6.2.2. County Default; Property Owner Remedies. If the County remains in default after the cure period and subject to satisfaction of the dispute resolution provisions of Section 7.6, Property Owners shall have all rights and remedies provided by this Agreement, including, without limitation, the right to compel specific performance of the County's obligations under this Agreement. Property Owners also have the right to initiate amendment or cancellation of this Agreement subject to the provisions set forth in the Development Agreement Act and Development Agreement Ordinance, which include, but are not limited to, the requirement for mutual consent of the Parties to the amendment or cancellation. In the event County materially defaults under the terms of this Agreement, County agrees that Property Owners shall not be obligated to proceed with or compete any phase of the Project materially and directly affected by the default, nor shall resulting delays in a Property Owner's performance constitute grounds for modification or termination of this Agreement.

6.2.3. No Monetary Damages. It is acknowledged by the Parties that neither the County nor a Property Owner would have entered into this Agreement if such Party were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties agree that the Parties shall not be liable in monetary damages and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. The limitation on monetary damages shall not be construed to limit the right of the County to seek specific performance of any or all of the Community Benefits identified on Exhibit G to this Agreement, including any payments required therein that would have been due (and only to the extent due) at the time of delivery of a Notice of a Default.

6.3. Termination or Cancellation of the Agreement. In addition to the procedures set forth in Section 6.2.1.1, this Agreement is also subject to the following termination provisions:

6.3.1. Termination Upon Expiration of Term. This Agreement shall terminate upon expiration of the Term set forth in Section 7.2 unless otherwise extended or modified by mutual consent of the Parties. Upon termination of this Agreement, the County Registrar-Recorder/County Clerk may cause a notice of such termination in a form satisfactory to the County to be duly recorded in the official records of the County.

6.3.2. Cancellation by Mutual Consent. This Agreement may be cancelled by mutual consent of the Parties, subject to the procedures set forth in the Development Agreement Act and the Development Agreement Ordinance.

6.4. Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where a delay is enforced due to: war, insurrection, strikes, walkouts, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of public enemy, epidemics, quarantines, restrictions, freight embargos, lack of transportation, governmental restrictions or priority, unusually severe weather, acts of the other Parties, third-party litigation, restrictions imposed or mandated by governmental entities other than the County, enactment of conflicting state or federal laws or regulations, judicial decisions, or any other causes beyond the reasonable control or without the fault of the Party to be excused, and the cause of the enforced delay actually prevents or unreasonably interferes with such Party's ability to comply with this Agreement ("**Enforced Delay**"); provided, however, that the Parties agree that a delay that results solely from unforeseen economic circumstances shall not constitute an Enforced Delay for purposes of this Section 6.4. This Section 6.4 shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Property Owner, or by any third parties against Property Owner if such third-party proceedings are not dismissed within ninety (90) days. If written notice of an Enforced Delay is given to either Party within forty-five (45) days of the commencement of such Enforced Delay, an extension of time for such cause will be granted in writing for the period of the Enforced Delay, or longer as may be mutually agreed upon. Litigation, as defined in Section 1.26, shall be deemed to create an Enforced Delay under this Section 6.4 only as to the Property Owners.

7. GENERAL PROVISIONS.

7.1. Effective Date. The Effective Date of this Agreement shall be the date on which Enacting Ordinance becomes effective. The Enacting Ordinance is effective 30 days after the date of approval of such ordinance, provided the ~~executed~~ Development Agreement, executed by the Property Owners, is received by the Executive Officer-Clerk of the Board within that 30-day time period.

7.2. Term. The Term of this Agreement shall commence on the Effective Date and shall extend for a period of thirty (30) years after the Effective Date, unless said Term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals, approved concurrently with, or subsequent to, the Effective Date of this Agreement. Notwithstanding the foregoing and in addition to any other provision in this Agreement, if any party other than a Property Owner initiates litigation that challenges the Project, the Initial Project Approvals or this Agreement, then any Property Owner will have the right to toll commencement of the Term while such litigation is pending. The tolling shall commence upon receipt by the County of written notice from any Property Owner invoking its right to tolling. The tolling shall terminate when (1) a final order is issued in said litigation that upholds the Project and the Project Approvals or (2) the litigation is dismissed with prejudice as to all parties; whichever occurs first.

7.3. Incorporation of Preamble, Recitals, and Exhibits. The preamble paragraph, Recitals, and Exhibits, and all defined terms contained therein, are incorporated fully herein.

7.4. Consistency with General Plan and Applicable Rules. The County hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety, and general welfare, and the provisions of this Agreement are consistent with the General Plan. Based upon all information made available to the County up to or concurrently with the execution of this Agreement, the County finds that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, intensities, densities, designs and heights, permitted demolition, and other development entitlements incorporated and agreed to herein and in the Project Approvals.

7.5. Enforceability of Agreement. The Parties agree that unless this Agreement is amended to provide otherwise or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any of the Parties hereto.

7.6. Dispute Resolution. In addition to, and not by way of limitation of, all other remedies available to the Parties under the terms of this Agreement, the Parties shall first use the dispute resolution processes in this Section 7.6. Each party shall bear its own costs and expenses in connection with any use of this informal dispute resolution and/or arbitration process.

7.6.1. Dispute Resolution Process. In addition to, and not by way of limitation of, all other remedies available to the Parties under the terms of this Agreement, the Parties shall first use the dispute resolution processes in this Section 7.6 to resolve disputes related to the interpretation or enforcement of, or compliance with, the provision of this Agreement ("**Disputes**") prior to seeking any other remedy; provided that with respect to injunctive or other equitable relief for which a defense of timeliness to prosecute could be asserted, the Parties agree that utilization of mediation shall not be a basis for such a defense.

7.6.1.1. Informal Dispute Resolution. If any Party believes that a Dispute exists in connection with whether another Party has breached or otherwise failed to perform an obligation required by this Agreement, then the aggrieved Party shall first attempt promptly to resolve the Dispute through informal communications with the respective Parties' designated points of contact. If such efforts fail, the aggrieved Party shall promptly provide the other Party with written notice of the Dispute and allow the other Party thirty (30) days to cure the Dispute. In the event the Dispute is not cured to the other Party's satisfaction within the cure period described in the previous sentence, then the aggrieved Party shall issue a notice of mediation within thirty (30) days thereafter pursuant to Section 7.6.1.2. Each Party shall bear its own costs and expenses in connection with any use of this informal dispute resolution.

7.6.1.2. Mediation. If informal dispute resolution pursuant to 7.6.1.1 fails to resolve Disputes, Disputes shall be submitted to mediation prior to judicial enforcement pursuant to Section 7.7 or undertaking other remedies provided by this Agreement. The Party requesting mediation will pay for the services of the mediator. All Parties shall make a good faith effort to resolve Disputes through mediation. When selecting a mediator, each Party shall provide the other Parties with a list of three (3) potential mediators and a short biography of each mediator and his or her qualifications, which should be of the same nature as well-respected mediators throughout California. The Parties shall work together in good faith to select a mediator from the lists provided. The Parties shall commence mediation within thirty (30) days after notice of the mediation and designation of the mediator, subject to the mediator's schedule. With the

exception of the cost of the mediator's services, which shall be borne by the Party requesting mediation, each Party shall bear its own fees and costs relating to the mediation.

7.7. Legal Action. Subject to the limitations on remedies imposed by this Agreement, either Party may, in addition to any other rights or remedies, institute legal action in any court of competent jurisdiction, to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto. In the event of any legal action between County and a Property Owner seeking enforcement of any of the terms and conditions of this Agreement, the prevailing Party in such action shall be awarded, in addition to such relief to which the Party is entitled under this Agreement, at law or in equity, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees. A Property Owner shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

7.8. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

7.9. Amendment. This Agreement may be amended by mutual consent in writing of the Parties to this Agreement in accordance with the provisions of the Development Agreement Act (Government Code Section 65868) and the Development Agreement Ordinance. Any amendment to this Agreement that relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements or any conditions or covenants relating to the use of the Property, which are not provided for under the Project Approvals, shall require notice and public hearing before the Parties may execute an amendment thereto.

7.9.1. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation and flexibility between the County and the Property Owners. The development of the Property may demonstrate that clarifications or modifications to this Agreement, the Applicable Rules and Future Rules are appropriate with respect to the details of performance of the County and the Property Owners. To the extent allowed by law, Property Owners ~~retains~~retain flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if a Property Owner finds it necessary or appropriate to make changes, adjustments or clarifications to matters, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda ("Operating Memoranda") approved by the Parties in writing with reference to this Section 7.9.1. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notice and hearings shall not be required. An Operating ~~Memoranda~~Memorandum may be used and thus deemed non-substantive and/or procedural if it does not result in material change in ~~fees~~Fees, cost, an increase in the density or intensity of use, permitted uses, an increase in maximum height and size of buildings, a decrease in the amount of land to be dedicated for public purposes~~,~~ (including without limitation Community Benefits), or the reduction of improvement or construction standards and specifications for the Project. County Counsel shall be authorized, upon consultation with and approval of the Property Owners to determine whether a requested clarification may be effectuated pursuant to this Section 7.9.1 or whether the requested clarification is of such a character to constitute an amendment to this

Agreement which requires compliance with the provisions of Section 7.9. The Planning Director of the County is authorized to make clarifications, in consultation with County Counsel, on behalf of the County.

7.10. Assignment. A Property Owner shall have the right to sell, encumber, convey, assign or otherwise transfer, in whole or in part, directly or indirectly, its rights, interests and obligations contained in this Agreement (an **"Assignment"**), to any person or entity (an **"Assignee"**) at any time during the Term of this Agreement; provided, however, that (except with respect to Exempt Transfers [defined below]) such Property Owner shall first obtain the written consent of the County. Such consent shall not be unreasonably delayed, withheld or conditioned and must be granted upon demonstration by the Property Owner, to the reasonable satisfaction of the Chief Executive Officer of the County, that the Assignee (or any guarantor or surety of the Assignee's performance that may reasonably be required by the County to ensure that any transferred obligations can be performed) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the portion of the Project affected by such Assignment, and, further, that the proposed Assignee (or any guarantor or surety of the Assignee) has adequate experience with developments of comparable scope and complexity and has successfully completed such developments. If the County determines that a guaranty or surety is reasonably required to ensure that any transferred obligations can be performed, then such guaranty or surety shall be provided in a form and content reasonably satisfactory to the County. Any request for County consent of an Assignment shall be in writing and accompanied by certified financial statements (or other financial documentation reasonably acceptable to the County) of the proposed Assignee (and any proposed guarantor or surety) and any additional information concerning the identity, financial condition and experience of the Assignee (and any proposed guarantor or surety) as the County may reasonably request; provided, that, any such request for additional information by the County shall be made, if at all, within twenty-one (21) days after County's receipt of the request for approval of the proposed Assignment. If County wishes to not give its consent to the requested Assignment, then County shall set forth in writing and in reasonable detail the grounds for such disapproval. If the County fails to provide consent or otherwise disapprove of a proposed Assignment within sixty (60) days after written request for such consent is given in the manner set forth in Section 7.15 and delivery of any required and requested additional information described above, such proposed Assignment shall be deemed to be consented to by County. Any attempted Assignment in violation of this provision shall be void *ab initio*, and shall constitute a breach of this Agreement. All Assignees that wish to engage in further Assignment shall also be bound by the terms of this Section 7.10 and each successive Assignment of the rights hereunder shall also be subject to the requirements of this Section.

7.10.1. Form of Assignment and Assumption Agreement. Any Assignment shall be evidenced by a written assignment and assumption agreement in a form and content that similar to the form contained in Exhibit J attached hereto.

7.10.2. County Consent – Delegation to Chief Executive Officer. Any consent required of the County under this Section 7.10 may be provided by the Chief Executive Officer and the Chief Executive Officer is hereby delegated the authority to provide such consent; provided that nothing herein shall require the Chief Executive Officer to act prior to submission of such matter to the Board of Supervisors if the Chief Executive Officer considers that review necessary or helpful in the Chief Executive Officer's sole discretion. Any such submission of the

Chief Executive Officer to the Board of Supervisors shall not extend the sixty (60) day period to disapprove the Assignment set forth in this Section.

7.10.3. Obligations Not Transferred Absent Assignment; Meet and Confer for Obligations Assigned. Unless otherwise transferred to an Assignee pursuant to an Assignment, all obligations in this Agreement (including without limitation the obligations to provide Community Benefits) shall remain obligations of the Property Owners. Upon the request of any Party, the Parties shall expeditiously meet and confer in a reasonable effort to determine and reach resolution on whether a particular obligation under this Agreement that is proposed to be transferred to an Assignee should be treated as non-severable (i.e., not transferable by Assignment).

7.10.4. Exempt Transfers. Notwithstanding the foregoing or anything to the contrary in this Agreement, County consent shall not be required for either (1) the assignment, transfer or conveyance of the Agreement or the Property to an Affiliate (as defined below) or (2) the transfer of a Property Owner's (or the Controlling Entity's [defined below]) shares, partnership interests, or other equity interests sold in the over-the-counter market or on other recognized stock exchange (collectively, "**Exempt Transfers**"). As used in this Section 7.10, the term "**Affiliate**" means any entity controlling ("**Controlling Entity**"), controlled by or under common control or management of, or with, a Property Owner, or any entity which a Property Owner or a Property Owner's Controlling Entity, directly or indirectly, through one or more intermediaries, is a partner, shareholder, member, beneficiary or otherwise an owner.

7.11. Covenants. It is intended and determined that the provisions of this Agreement shall constitute covenants that shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

7.12. Cooperation and Implementation.

7.12.1. Processing. Upon satisfactory completion by the Property Owners of all required preliminary actions and payment of appropriate Processing Fees, the County shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. The Property Owners shall, in a timely manner, provide the County with all documents, plans, fees, and other information necessary for the County to carry out its processing obligations pursuant to this Agreement.

7.12.2. Other Governmental Permits. The Property Owners shall, subject to the exercise of each Property Owner's sole business judgement and taking into account market and economic considerations, process such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The County shall cooperate with the Property Owners in its endeavors to obtain such permits and approvals and shall, from time to time at the request of the Property Owners, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental

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to the County, as determined by the County. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, *et seq.),* Mello Roos or community facilities districts, creation of geologic hazard abatement districts, LAFCO's approval of annexation or detachment, or agreements entered into pursuant to the provisions of other laws to create legally binding, enforceable agreements between such parties. To the extent allowed by law, the Property Owners shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the County, or in its own names, the rights of the County or Property Owners thereunder or the duties and obligations of the parties thereto. Property Owners shall reimburse the County for all costs and expenses incurred in connection with seeking and entering into any such agreement provided that Property Owner have requested such agreement. Property Owners shall defend the County in any challenge by any person to any such agreement, and shall reimburse the County for any costs and expenses incurred by the County in enforcing such agreement. Any fees, assessments, or other amounts payable by the County thereunder shall be borne by Property Owners except where Property Owners has notified the County in writing, prior to the County's entering into such agreement, that Property Owners does not desire for the County to execute such agreement.

7.12.3. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending said action**.**

7.13. Relationship of the Parties; Project is a Private Undertaking. The only relationship between County and Property Owner is that of a government entity regulating the development of private property and the owner of such property. It is understood and agreed by the Parties hereto that the Project is a private development. Further, the County and Property Owner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the County and Property Owner joint venturers or partners. County agrees that by its approval of, and entering into, this Agreement County is not taking any action that would transform this private Project into a "Public work" project, and that nothing in this Agreement shall be interpreted to convey upon the Property Owners any benefit that would transform the Property ~~Owners~~Owners' private Project into a public work project, it being understood that this Agreement is entered into by County and Property Owners upon the exchange of consideration described in this Agreement, including the recitals of this Agreement which are incorporated into this Agreement and made a part hereof, and that County is receiving by and through this Agreement, the full measure of benefit in exchange for the burdens placed on the Property Owners by this Agreement, including but not limited to Property Owners obligation to provide the Community Benefits set forth herein.

7.14. Hold Harmless. The ~~Applicant~~Property Owners shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul any approvals associated with the Centennial Project, including but not limited to, any action raised pursuant to the Government Code, the California Environmental Quality Act (CEQA), the Public Records Act related to document requests associated with the Centennial Project, or other federal,

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state, or local law. Under this indemnification provision the applicant shall be responsible for the payment of any of the County's attorney's fees (with counsel of the County's choice) and costs associated with the defense of the Centennial Project, and any attorney's fees or costs which may be awarded to any person or party challenging the project approvals on any grounds. The County shall promptly notify the ~~Applicant~~Property Owners of any claim, action, or proceeding and the County shall reasonably cooperate in the defense.

In the event that any claim, action, or proceeding as described above is filed against the County, the ~~Applicant~~Property Owners shall within ten days of the filing make an initial deposit with Regional Planning in the amount of up to $50,000.00, from which actual costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in Regional Planning's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance provided to ~~Applicant~~Property Owners or ~~Applicant's~~their counsel.

If during the litigation process, actual costs or expenses incurred reach 80 percent of the amount on deposit, the ~~Applicant~~Property Owners shall deposit additional funds sufficient to bring the balance up to the amount of $50,000.00. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

At the sole discretion of the ~~Applicant~~Property Owners, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the cost for collection and duplication of records and other related documents shall be paid by the ~~Applicant~~Property Owners according to County Code Section 2.170.010.

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7.15. Notices. Any notice or communication required under this Agreement between the County or Property Owners shall be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the receipt by the County or the Property Owners at the addresses designated below. Either Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, provide additional persons or addresses or designate any other person or address in substitution of the person or address to whom or to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

Director of Regional Planning
Attention: Amy J. Bodek, AICP
County of Los Angeles Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012

with copies to:

Director of Public Works
Attention: Mark Pastrella
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

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County Counsel
Attention: Mary Wickham
Office of the County Counsel
County of Los Angeles
500 West Temple Street, 6th Floor
Los Angeles, CA 90012

If to Tejon Ranchcorp:

Tejon Ranchcorp
Attn: Vice President, Community Development, Centennial
P.O. Box 1000
Lebec, CA 93243

with copies to:

Tejon Ranchcorp
Attn: General Counsel
P.O. Box 1000
Lebec, CA 93243

If to Centennial Founders, LLC:

Centennial Founders, LLC
Attn: Development Manager, Tejon Ranchcorp
P.O. Box 1000
Lebec, CA 93243

with copies to:

Centennial Founders, LLC
Attn: General Counsel
P.O. Box 1000
Lebec, CA 93243

7.16. Recordation. As provided in Government Code Section 65868.5, the Executive Officer-Clerk of the Board of Supervisors ("Executive Officer") of the County shall record a copy of this Agreement with the Registrar-Recorder/County Clerk of the County of Los Angeles within ten (10) days following the execution of this Agreement. Property Owner shall provide the Executive Officer with the fees for such recording should the Executive Officer effectuate the recordation.

7.17. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

7.18. Successors and Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property and their respective successors, transferees, and assignees.

7.19. Severability. If any term, provision, condition, or covenant of this Agreement, other than those set forth in Sections 2.4 and 3 above and in Exhibit G to this Agreement, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, conditions, and covenants of this Agreement shall continue in full force and effect.

7.20. Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

7.21. Waiver. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver by any Party of any provisions of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise of any right or remedy provided in this Agreement or provided by law shall not prevent the exercise by that Party of any other right or remedy provided in this Agreement or under the law.

7.22. No Third-Party Beneficiaries. The only Parties to this Agreement are the County and Property Owners and their respective successors-in-interest. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

7.23. Entire Agreement. This Agreement, inclusive of the preamble paragraph, Recitals, and Exhibits, constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein (or any such representations, understandings or ancillary covenants, undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

7.24. Construction of Agreement. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been reviewed and revised by legal counsel for the County and the Property Owners. The provisions of this Agreement and the attached Exhibits shall be construed as a whole according to their fair and common meaning, in a manner that shall achieve the purposes of this Agreement, and not strictly for or against any Party based upon any attribution to such Party as the source of the language in question. Phrases used in this Agreement may have similar meanings even if there is a slight deviation in the context or exact language used. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

7.25. Discretion to Encumber; Mortgagee Protection. This Agreement shall not prevent or limit Property Owners in any manner, in their respective sole discretion, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage, deed of trust, or other security device securing financing with respect to the Property or its improvements. County acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Property Owners and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. County will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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7.25.1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of a Mortgage on the Property made in good faith and for value, unless otherwise required by law.

7.25.2. ~~.~~ If County timely received a request from a Mortgagee requesting a copy of a notice of default given to a Property Owner under the terms of this Agreement, County shall provide a copy of that notice to the Mortgage within ten (10) days of sending the notice of default to the Property Owner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such Party under this Agreement.

7.26. Expedited Processing of Legal Actions. Property Owners and the County agree to cooperate in good faith for the expedited processing of any legal action seeking specific performance, declaratory relief, or injunctive relief, to set court dates at the earliest practicable date(s), and not to cause undue delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

7.27. Termination of Agreement With Respect to Lots Upon Sale to Builders/Members of the Public. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction by a Property Owner of both of the following conditions: (a) The lot has been finally subdivided and individually or in bulk sold, or leased (for a period equal to or longer than one year) to a homebuilder, or to a member of the public or other ultimate user; and (b) All ~~benefits~~Community Benefits set forth under Section 2.4 of this Agreement required at that point in time have been provided.

7.28. Water Supply Assessment Verification. To the extent any vesting tentative maps or tentative maps approved for the Project would trigger the application of Government Code section 66473.7, the Project shall comply with provisions of Government Code section 66473.7.

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7.29. Counterparts. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents, and Signature Page, consists of ~~( ) _____~~thirty-one (31) pages and ~~_____ ( )~~thirteen (13) Exhibits and the index of Applicable Rules, which constitute the entire understanding and agreement of the Parties. Said Exhibits are identified as follows:

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Exhibit A:	Legal Description of Centennial Property
Exhibit B:	Legal Description of Tejon Property
Exhibit C:	Depiction of Centennial Property
Exhibit D:	Depiction of Tejon Property
Exhibit E:	On Site Public Infrastructure
Exhibit E-1	On Site Public Infrastructure Phasing And Plan
Exhibit F:	MMRP
Exhibit G:	Community Benefits
Exhibit H:	Map of Specific Plan Area
Exhibit I:	Form of Certificate of Agreement Compliance
Exhibit J:	Form of Assignment and Assumption

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Exhibit K: Antelope Valley Area Plan Goals and Policies
Exhibit L: Form of Estoppel Certificate

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

COUNTY OF LOS ANGELES, a body politic and political subdivision of the State of California

By: _____
~~Sheila Kuehl~~Janice Hahn, Chair
Board of Supervisors

DATE: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

DATE: _____

ATTEST:

Executive Officer-Clerk of the Board of Supervisors

By: _____

DATE: _____

[Signatures continue on next page.]

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TEJON RANCHCORP, a California corporation

By: _____
Name: Allen E. Lyda,
Its: Executive Vice President and Chief Financial Officer

By: _____
Name: _____
Its: Authorized Representative

DATE:_____

CENTENNIAL FOUNDERS, LLC,
a Delaware limited liability company

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By: Tejon Ranchcorp,
a California corporation,
its Development Manager

By:_____
Allen E. Lyda
Its: Executive Vice President and Chief Financial Officer

By: _____
Name: _____
Its: Authorized Representative

DATE: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me,_____, Notary Public in and for said state, personally appeared_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, before me,_____, Notary Public in and for said state, personally appeared_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public in and for said state, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature _____ (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public in and for said state, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature _____ (Seal)

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EXHIBIT A

Legal Description of Centennial Property

[Attached on following pages]

Exhibit "A"

LEGAL DESCRIPTION OF CENTENNIAL PROEPRTY

Four (4) parcels of land in the Unincorporated Territory of the County of Los Angeles, described as follows:

Parcel 1

Beginning at the most easterly corner of Lot 1 in Section 11, Township 8 North, Range 18 West, San Bernardino Base and Meridian, said corner lying on the southwesterly line of the Rancho La Liebre, as described in Patent from the United States of America to Jose Maria Flores, and recorded in Book 1, Page 535 of Patents, in the office of the Registrar-Recorder of said County; thence along said Rancho line, South 53 degrees 05 minutes 35 seconds East, a distance of 6,685.61 feet to the most easterly corner of Lot 1, in Section 13, of said Township 8 North, Range 18 West; thence along the southerly line of said Lot 1, North 89 degrees 21 minutes 29 seconds West, a distance of 1,153.33 feet to the southwesterly corner of said Lot 1, said corner lying on the easterly line of said Section 14; thence along said Section line, South 00 degrees 15 minutes 28 seconds West, a distance of 356.36 feet to a point distant thereon North 00 degrees 15 minutes 28 seconds East, a distance of 995.08 feet from the Southeast Quarter corner of said Section 14; thence North 89 degrees 47 minutes 45 seconds West, a distance of 2,625.88 feet to the easterly line of the Southwest Quarter of said Section 14; thence North 89 degrees 47 minutes 45 seconds West, a distance of 250.00 feet; thence parallel with the said easterly line, South 00 degrees 09 minutes 28 seconds West, a distance of 729.72 feet to the northerly line of Parcel 2 in deed to the State of California, recorded February 8, 1972 as Instrument No. 341, in Book D-5345, Page 793 of Official Records; thence along said northerly line, the following four (4) courses:

1. North 76 degrees 05 minutes 03 seconds West, a distance of 108.43 feet; thence
2. South 86 degrees 00 minutes 32 seconds West, a distance of 653.46 feet; thence
3. South 61 degrees 52 minutes 51 seconds West, a distance of 153.70 feet; thence

4. South 18 degrees 47 minutes 40 seconds West, a distance of 159.35 feet to the southerly line of said Section 14 and the northwesterly corner of Parcel 1 of said deed to the State of California recorded February 8, 1972 as Instrument No. 341;

thence along the westerly line of Parcel 1 of said deed to the State of California recorded February 8, 1972 as Instrument No. 341, South 18 degrees 47 minutes 40 seconds West, a distance of 503.75 feet to the northerly line of Lancaster Road, 80 feet wide, as described in deed to the County of Los Angeles recorded in Book 5888, Page 17 of Deeds, Records of said County; thence along said northerly line, the following two (2) courses:

1. North 73 degrees 57 minutes 36 seconds West, a distance of 2,254.25 feet; thence
2. North 78 degrees 13 minutes 13 seconds West, a distance of 1,094.82 feet to the easterly line of the land described in Book D5058, Page 851 of said Official Records;

thence along the easterly, northerly and westerly lines of said land, the following five (5) courses:

1. North 11 degrees 46 minutes 47 seconds East, a distance of 800.00 feet; thence
2. North 78 degrees 13 minutes 13 seconds West, a distance of 1,000.00 feet; thence
3. South 11 degrees 46 minutes 47 seconds West, a distance of 450.00 feet; thence
4. North 78 degrees 13 minutes 13 seconds West, a distance of 500.00 feet; thence
5. South 11 degrees 46 minutes 47 seconds West, a distance of 392.77 feet to the northerly line of said Lancaster Road, said line being a curve, concave southerly, having a radius of 340.00 feet and to which intersection a radial line bears North 4 degrees 28 minutes 00 seconds;

thence along said northerly line, the following seven (7) courses:

1. Westerly, 133.86 feet along said curve, through a central angle of 22 degrees 33 minutes 25 seconds; thence
2. South 71 degrees 54 minutes 34 seconds West, a distance of 339.95 feet to the beginning of a curve, concave northerly and having a radius of 360.00 feet; thence
3. Westerly, 150.59 feet along said curve, through a central angle of 23 degrees 58 minutes 00 seconds; thence

4. North 84 degrees 07 minutes 26 seconds West, a distance of 520.18 feet; thence
5. North 79 degrees 37 minutes 02 seconds West, a distance of 604.12 feet to the beginning of a curve, concave northerly and having a radius of 960.00 feet; thence
6. Westerly, 101.60 feet along said curve, through a central angle of 06 degrees 03 minutes 49 seconds; thence
7. North 73 degrees 33 minutes 13 seconds West, a distance of 114.35 feet to the westerly line of Section 15, of said Township 8 North, Range 18 West;

thence along said westerly line, North 00 degrees 25 minutes 04 seconds East, a distance of 643.52 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 15; thence along the southerly line of said Northwest Quarter of the Southwest Quarter, South 89 degrees 53 minutes 46 seconds East, a distance of 1,341.88 feet to the Southeast corner of said Northwest Quarter of the Southwest Quarter; thence along the easterly line of said Northwest Quarter of the Southwest Quarter, North 00 degrees 35 minutes 05 seconds East, a distance of 1,455.40 feet to the Northeast corner of said Northwest Quarter of the Southwest Quarter; thence along the easterly lines of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of said Section 15, North 00 degrees 14 minutes 34 seconds East, a distance of 2,503.31 feet to the Northeast corner of said Northwest Quarter of the Northwest Quarter; thence along the northerly line of said Section 15, South 89 degrees 37 minutes 29 seconds East, a distance of 5,052.41 feet to the Point of Beginning.

Containing 902.298 acres

Parcel 2

Beginning at a point in the southerly line of Lancaster Road, 80 feet wide, as described in deed to the State of California, recorded in Book 5888, Page 17 of Deeds, in said office of the Registrar-Recorder, said point being the easterly terminus of a curve, concave southerly, and having a radius of 3,115.00 feet, as described in Parcel 1 in deed to the State of California, recorded January 26, 1966 as Instrument No. 789 of said Official Records; thence along said southerly line, North 78 degrees 13 minutes 13 seconds West,

a distance of 576.94 feet to the easterly line of Parcel 5 as described in said Instrument No. 789; thence along said easterly line, South 07 degrees 15 minutes 51 seconds East, a distance of 134.89 feet to said curve having a radius of 3,115.00 feet, and to which intersection, a radial line bears North 6 degrees 43 minutes 19 seconds West; thence Easterly, 548.68 feet along said curve, through a central angle of 10 degrees 05 minutes 32 seconds to the Point of Beginning.

Containing 0.743 acres.

Parcel 3

Beginning at the intersection of the southerly line of Lancaster Road, 80 feet wide, as described in deed to the State of California, recorded in Book 5888, Page 17 of Deeds, in said office of the Registrar-Recorder, with the westerly line of Parcel 5 as described in deed to the State of California, recorded January 26, 1966 as Instrument No. 789 of said Official Records; thence along said southerly line, North 78 degrees 13 minutes 13 seconds West, a distance of 470.30 feet to the easterly line of Quail Lake Road, formerly Hungry Valley Road, 60 feet wide, as described in deed to the County of Los Angeles, recorded in Book 14557, Page 31 of said Official Records; thence along said easterly line, the following two (2) courses:

1. South 00 degrees 00 minutes 17 seconds West, a distance of 270.39 feet to the beginning of a curve, concave westerly, and having a radius of 280.00 feet; thence
2. Southerly, 91.23 feet along said curve, through a central angle of 18 degrees 40 minutes 03 seconds to its intersection with a curve, concave southerly, having a radius of 3,115.00 feet, and to which intersection a radial line bears North 17 degrees 09 minutes 30 seconds West,

thence Easterly, 507.39 feet along said curve, through a central angle of 09 degrees 19 minutes 58 seconds to the westerly line of said Parcel 5; thence along said westerly line, North 07 degrees 15 minutes 51 seconds West, a distance of 155.61 feet to the Point of Beginning.

Containing 2.689 acres.

Parcel 4

Beginning at the Southwest Quarter corner of Section 15, Township 8 North, Range 18 West, San Bernardino Base and Meridian; thence along the westerly line of said Section 15, North 00 degrees 25 minutes 04 seconds East, a distance of 629.26 feet to the southerly line of Lancaster Road, 80 feet wide, as described in deed to the County of Los Angeles recorded in Book 5888, Page 17 of Deeds, Records of said County; thence along said southerly line, the following eight (8) courses:

1. South 73 degrees 33 minutes 13 seconds East, a distance of 91.36 feet to the beginning of a curve, concave northerly and having a radius of 1,040.00 feet; thence
2. Easterly, 110.06 feet along said curve, through a central angle of 06 degrees 03 minutes 49 seconds; thence
3. South 79 degrees 37 minutes 02 seconds East, a distance of 607.26 feet; thence
4. South 84 degrees 07 minutes 26 seconds East, a distance of 523.32 feet to the beginning of a curve, concave northerly and having a radius of 440.00 feet; thence
5. Easterly, 184.05 feet along said curve, through a central angle of 23 degrees 58 minutes 00 seconds; thence
6. North 71 degrees 54 minutes 34 seconds East, a distance of 339.95 feet to the beginning of a curve, concave southerly and having a radius of 260.00 feet; thence
7. Easterly, 135.55 feet along said curve, through a central angle of 29 degrees 52 minutes 13 seconds; thence
8. South 78 degrees 13 minutes 13 seconds East, a distance of 720.41 feet to the westerly line of Quail Lake Road, formerly Hungry Valley Road, 60 feet wide, as described in deed to the County of Los Angeles, recorded in Book 14557, Page 31 of said Official Records;

thence along said westerly line, the following two (2) courses:

1. South 00 degrees 00 minutes 17 seconds West, a distance of 282.89 feet to the beginning of a curve, concave westerly and having a radius of 220.00 feet; thence along said westerly line,
2. Southerly, 120.63 feet through a central angle of 31 degrees 25 minutes 03 seconds to the northerly line of Parcel 1 as described in deed to the State of California, recorded January 26, 1966 as Instrument No. 789 of said Official Records, said Northerly line being a curve, concave southerly, having a radius of 3,115.00 feet, and to which intersection, a radial line bears North 18 degrees 39 minutes 25 seconds West;

thence along said northerly line, the following five (5) courses:

1. Southwesterly 159.90 feet along said curve, through a central angle of 02 degrees 56 minutes 28 seconds; thence
2. South 70 degrees 36 minutes 43 seconds West, a distance of 208.67 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 3,130.00 feet, and to which beginning a radial line bears North 25 degrees 25 minutes 05 seconds West; thence
3. Southwesterly, 774.11 feet along said curve, through a central angle of 14 degrees 10 minutes 13 seconds; thence
4. South 50 degrees 26 minutes 46 seconds West, a distance of 1,658.06 feet; thence
5. South 50 degrees 33 minutes 35 seconds West, a distance of 472.68 feet to the westerly line of Section 22, in said Township 8 North, Range 18 West;

thence along said westerly line, North 00 degrees 23 minutes 25 seconds East, a distance of 1,892.81 feet to the Southwest Quarter corner of Section 15 and the Point of Beginning.

Excepting therefrom that portion described as follows:

Beginning at a point on the southerly line of said Section 15, distant thereon, South 89 degrees 40 minutes 30 seconds East, 1,764.76 feet from said Southwest Quarter corner of said Section 15; thence along the southwesterly, northwesterly, northeasterly and

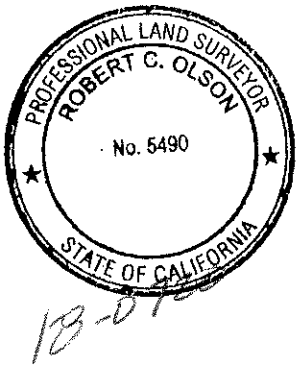
southerly lines of the land as described in deed recorded in Book 1180, Page 28, the following four (4) courses:

1. North 33 degrees 26 minutes 28 seconds West, a distance of 342.63 feet; thence
2. North 56 degrees 33 minutes 32 seconds East, a distance of 200.00 feet; thence
3. South 33 degrees 26 minutes 28 seconds East, a distance of 476.35 feet to said southerly line of Section 15; thence
4. North 89 degrees 40 minutes 30 seconds West, a distance of 240.58 feet to the Point of Beginning.

Containing 78.659 acres

This Legal Description is delineated on accompanying "EXHIBIT C" and is made a part hereof for reference purposes.

This Legal Description has been prepared by me or under my direction.



Robert C. Olson, PLS 5490

~~DRAFT~~

EXHIBIT B

Legal Description of Tejon Property

[Attached on following pages]

Exhibit "B"

LEGAL DESCRIPTION OF TEJON PROPERTY

Three (3) parcels of land in the Unincorporated Territory of the County of Los Angeles, described as follows:

Parcel 1

Beginning at a point on the southwesterly line of the Rancho La Liebre, as described in Patent from the United States of America to Jose Maria Flores, and recorded in Book 1, Page 535 of Patents, in the office of the Registrar-Recorder of said County, distant thereon South 53 degrees 05 minutes 35 seconds East, a distance of 3,992.16 feet from Rancho Corner Post L.L. No. 2; thence along the Specific Plan boundary lines, the following 152 courses:

1. North 31 degrees 25 minutes 59 seconds East, a distance of 161.11 feet; thence
2. North 19 degrees 11 minutes 35 seconds East, a distance of 146.47 feet; thence
3. North 22 degrees 51 minutes 00 seconds East, a distance of 124.00 feet; thence
4. North 56 degrees 19 minutes 51 seconds East, a distance of 151.88 feet; thence
5. North 39 degrees 49 minutes 41 seconds East, a distance of 187.95 feet; thence
6. North 57 degrees 43 minutes 45 seconds East, a distance of 61.13 feet; thence
7. North 82 degrees 57 minutes 49 seconds East, a distance of 72.77 feet; thence
8. North 86 degrees 11 minutes 20 seconds East, a distance of 80.24 feet; thence
9. North 83 degrees 16 minutes 37 seconds East, a distance of 54.33 feet; thence
10. South 77 degrees 28 minutes 50 seconds East, a distance of 95.07 feet; thence
11. South 73 degrees 18 minutes 46 seconds East, a distance of 107.65 feet; thence
12. North 84 degrees 48 minutes 34 seconds East, a distance of 113.90 feet; thence
13. North 84 degrees 17 minutes 38 seconds East, a distance of 103.63 feet; thence
14. North 63 degrees 27 minutes 09 seconds East, a distance of 115.27 feet; thence
15. North 70 degrees 21 minutes 37 seconds East, a distance of 153.28 feet; thence
16. North 75 degrees 58 minutes 27 seconds East, a distance of 170.06 feet; thence
17. North 55 degrees 30 minutes 44 seconds East, a distance of 200.17 feet; thence

18. North 59 degrees 03 minutes 21 seconds East, a distance of 120.23 feet; thence
19. North 63 degrees 27 minutes 10 seconds East, a distance of 161.38 feet; thence
20. North 59 degrees 03 minutes 21 seconds East, a distance of 120.23 feet; thence
21. North 50 degrees 43 minutes 56 seconds East, a distance of 146.52 feet; thence
22. North 41 degrees 39 minutes 20 seconds East, a distance of 124.12 feet; thence
23. North 33 degrees 42 minutes 38 seconds East, a distance of 111.48 feet; thence
24. North 24 degrees 40 minutes 17 seconds East, a distance of 160.53 feet; thence
25. North 32 degrees 01 minutes 31 seconds East, a distance of 97.23 feet; thence
26. North 38 degrees 40 minutes 53 seconds East, a distance of 197.99 feet; thence
27. North 49 degrees 47 minutes 08 seconds East, a distance of 175.55 feet; thence
28. North 50 degrees 50 minutes 53 seconds East, a distance of 359.04 feet; thence
29. North 90 degrees 00 minutes 00 seconds East, a distance of 216.55 feet; thence
30. South 73 degrees 18 minutes 46 seconds East, a distance of 215.31 feet; thence
31. South 59 degrees 57 minutes 02 seconds East, a distance of 226.35 feet; thence
32. South 58 degrees 24 minutes 44 seconds East, a distance of 157.37 feet; thence
33. South 82 degrees 52 minutes 50 seconds East, a distance of 332.55 feet; thence
34. North 78 degrees 41 minutes 55 seconds East, a distance of 105.16 feet; thence
35. South 75 degrees 58 minutes 27 seconds East, a distance of 170.06 feet; thence
36. South 65 degrees 14 minutes 30 seconds East, a distance of 147.62 feet; thence
37. South 71 degrees 34 minutes 42 seconds East, a distance of 163.03 feet; thence
38. South 42 degrees 31 minutes 57 seconds East, a distance of 167.80 feet; thence
39. South 53 degrees 59 minutes 37 seconds East, a distance of 140.22 feet; thence
40. South 47 degrees 08 minutes 35 seconds East, a distance of 196.94 feet; thence
41. South 32 degrees 45 minutes 20 seconds East, a distance of 171.53 feet; thence
42. South 70 degrees 34 minutes 26 seconds East, a distance of 185.89 feet; thence
43. South 82 degrees 24 minutes 40 seconds East, a distance of 156.05 feet; thence
44. South 80 degrees 32 minutes 42 seconds East, a distance of 188.17 feet; thence
45. South 77 degrees 54 minutes 51 seconds East, a distance of 147.64 feet; thence
46. North 66 degrees 03 minutes 14 seconds East, a distance of 101.55 feet; thence
47. North 59 degrees 45 minutes 46 seconds East, a distance of 143.23 feet; thence
48. North 50 degrees 12 minutes 58 seconds East, a distance of 161.03 feet; thence

49. North 81 degrees 03 minutes 12 seconds East, a distance of 192.97 feet; thence
50. South 68 degrees 12 minutes 50 seconds East, a distance of 111.05 feet; thence
51. South 53 degrees 59 minutes 37 seconds East, a distance of 140.22 feet; thence
52. North 82 degrees 14 minutes 27 seconds East, a distance of 228.96 feet; thence
53. South 70 degrees 21 minutes 37 seconds East, a distance of 153.28 feet; thence
54. North 72 degrees 54 minutes 35 seconds East, a distance of 140.25 feet; thence
55. South 77 degrees 00 minutes 54 seconds East, a distance of 137.57 feet; thence
56. South 65 degrees 34 minutes 22 seconds East, a distance of 124.58 feet; thence
57. South 18 degrees 26 minutes 54 seconds East, a distance of 195.52 feet; thence
58. South 06 degrees 42 minutes 54 seconds East, a distance of 176.38 feet; thence
59. South 45 degrees 01 minutes 20 seconds East, a distance of 145.78 feet; thence
60. North 90 degrees 00 minutes 00 seconds East, a distance of 92.81 feet; thence
61. North 45 degrees 01 minutes 20 seconds East, a distance of 131.20 feet; thence
62. North 75 degrees 58 minutes 27 seconds East, a distance of 382.64 feet; thence
63. North 90 degrees 00 minutes 00 seconds East, a distance of 134.06 feet; thence
64. South 86 degrees 11 minutes 20 seconds East, a distance of 155.02 feet; thence
65. North 81 degrees 15 minutes 38 seconds East, a distance of 135.63 feet; thence
66. North 90 degrees 00 minutes 00 seconds East, a distance of 257.80 feet; thence
67. North 74 degrees 03 minutes 58 seconds East, a distance of 75.07 feet; thence
68. North 48 degrees 50 minutes 10 seconds East, a distance of 109.58 feet; thence
69. North 82 degrees 52 minutes 50 seconds East, a distance of 83.14 feet; thence
70. South 60 degrees 57 minutes 51 seconds East, a distance of 106.15 feet; thence
71. South 59 degrees 03 minutes 21 seconds East, a distance of 120.23 feet; thence
72. South 85 degrees 14 minutes 24 seconds East, a distance of 124.17 feet; thence
73. South 56 degrees 19 minutes 49 seconds East, a distance of 111.51 feet; thence
74. South 41 degrees 12 minutes 28 seconds East, a distance of 109.57 feet; thence
75. South 30 degrees 16 minutes 33 seconds East, a distance of 169.41 feet; thence
76. North 68 degrees 58 minutes 38 seconds East, a distance of 206.77 feet; thence
77. North 90 degrees 00 minutes 00 seconds East, a distance of 113.43 feet; thence
78. North 73 degrees 18 minutes 47 seconds East, a distance of 107.65 feet; thence
79. North 48 degrees 23 minutes 18 seconds East, a distance of 124.13 feet; thence

80. South 84 degrees 48 minutes 35 seconds East, a distance of 227.80 feet; thence
81. North 56 degrees 19 minutes 49 seconds East, a distance of 148.69 feet; thence
82. North 59 degrees 03 minutes 20 seconds East, a distance of 60.12 feet; thence
83. North 52 degrees 08 minutes 48 seconds East, a distance of 117.54 feet; thence
84. North 74 degrees 03 minutes 59 seconds East, a distance of 75.07 feet; thence
85. South 14 degrees 02 minutes 48 seconds East, a distance of 127.46 feet; thence
86. South 19 degrees 27 minutes 14 seconds East, a distance of 185.77 feet; thence
87. South 49 degrees 25 minutes 14 seconds East, a distance of 95.04 feet; thence
88. South 41 degrees 39 minutes 20 seconds East, a distance of 124.12 feet; thence
89. South 30 degrees 16 minutes 33 seconds East, a distance of 143.18 feet; thence
90. South 33 degrees 42 minutes 38 seconds East, a distance of 185.80 feet; thence
91. South 47 degrees 18 minutes 46 seconds East, a distance of 182.37 feet; thence
92. South 45 degrees 01 minutes 20 seconds East, a distance of 218.67 feet; thence
93. South 59 degrees 38 minutes 25 seconds East, a distance of 346.57 feet; thence
94. South 85 degrees 36 minutes 17 seconds East, a distance of 134.45 feet; thence
95. South 62 degrees 22 minutes 20 seconds East, a distance of 244.42 feet; thence
96. South 66 degrees 00 minutes 30 seconds East, a distance of 152.74 feet; thence
97. South 68 degrees 12 minutes 50 seconds East, a distance of 111.05 feet; thence
98. South 60 degrees 16 minutes 27 seconds East, a distance of 166.24 feet; thence
99. South 57 degrees 17 minutes 06 seconds East, a distance of 171.59 feet; thence
100. South 53 degrees 59 minutes 37 seconds East, a distance of 140.22 feet; thence
101. South 25 degrees 13 minutes 06 seconds East, a distance of 193.62 feet; thence
102. South 30 degrees 35 minutes 55 seconds East, a distance of 263.36 feet; thence
103. South 42 degrees 54 minutes 04 seconds East, a distance of 196.93 feet; thence
104. South 73 degrees 37 minutes 21 seconds East, a distance of 182.72 feet; thence
105. South 56 degrees 19 minutes 49 seconds East, a distance of 185.86 feet; thence
106. South 74 degrees 29 minutes 14 seconds East, a distance of 192.63 feet; thence
107. South 72 degrees 54 minutes 35 seconds East, a distance of 140.25 feet; thence
108. South 31 degrees 37 minutes 38 seconds East, a distance of 157.32 feet; thence
109. South 36 degrees 16 minutes 30 seconds East, a distance of 191.72 feet; thence
110. South 86 degrees 25 minutes 35 seconds East, a distance of 165.31 feet; thence

111. North 90 degrees 00 minutes 00 seconds East, a distance of 164.99 feet; thence
112. South 59 degrees 45 minutes 46 seconds East, a distance of 143.23 feet; thence
113. South 83 degrees 39 minutes 53 seconds East, a distance of 93.38 feet; thence
114. South 87 degrees 16 minutes 33 seconds East, a distance of 216.80 feet; thence
115. North 68 degrees 58 minutes 38 seconds East, a distance of 143.61 feet; thence
116. North 49 degrees 47 minutes 08 seconds East, a distance of 175.55 feet; thence
117. North 51 degrees 51 minutes 52 seconds East, a distance of 183.55 feet; thence
118. North 70 degrees 48 minutes 17 seconds East, a distance of 237.18 feet; thence
119. North 59 degrees 25 minutes 32 seconds East, a distance of 207.39 feet; thence
120. North 66 degrees 48 minutes 19 seconds East, a distance of 185.43 feet; thence
121. North 79 degrees 59 minutes 38 seconds East, a distance of 140.11 feet; thence
122. North 77 degrees 54 minutes 27 seconds East, a distance of 232.42 feet; thence
123. North 38 degrees 06 minutes 00 seconds East, a distance of 296.94 feet; thence
124. North 29 degrees 59 minutes 11 seconds East, a distance of 282.98 feet; thence
125. North 19 degrees 48 minutes 09 seconds West, a distance of 215.62 feet; thence
126. North 10 degrees 27 minutes 30 seconds West, a distance of 326.83 feet; thence
127. North 10 degrees 07 minutes 56 seconds East, a distance of 257.45 feet; thence
128. North 11 degrees 04 minutes 34 seconds East, a distance of 199.79 feet; thence
129. North 29 degrees 45 minutes 37 seconds East, a distance of 232.91 feet; thence
130. North 45 degrees 01 minutes 20 seconds East, a distance of 10.81 feet; thence
131. North 05 degrees 51 minutes 52 seconds East, a distance of 182.78 feet; thence
132. North 47 degrees 28 minutes 18 seconds East, a distance of 199.93 feet; thence
133. North 14 degrees 35 minutes 42 seconds East, a distance of 405.87 feet; thence
134. North 45 degrees 18 minutes 29 seconds East, a distance of 496.29 feet; thence
135. North 80 degrees 01 minutes 22 seconds East, a distance of 413.11 feet; thence
136. North 31 degrees 43 minutes 03 seconds East, a distance of 360.88 feet; thence
137. North 78 degrees 25 minutes 35 seconds East, a distance of 511.11 feet; thence
138. North 37 degrees 53 minutes 26 seconds East, a distance of 224.72 feet; thence
139. North 02 degrees 43 minutes 44 seconds East, a distance of 474.39 feet; thence
140. North 28 degrees 47 minutes 21 seconds East, a distance of 788.89 feet; thence
141. North 39 degrees 18 minutes 51 seconds East, a distance of 777.20 feet; thence

142. North 60 degrees 00 minutes 13 seconds East, a distance of 734.89 feet; thence
143. North 44 degrees 06 minutes 02 seconds East, a distance of 694.33 feet; thence
144. South 72 degrees 16 minutes 06 seconds East, a distance of 79.87 feet; thence
145. South 50 degrees 55 minutes 40 seconds East, a distance of 186.69 feet; thence
146. South 68 degrees 12 minutes 50 seconds East, a distance of 243.88 feet; thence
147. North 90 degrees 00 minutes 00 seconds East, a distance of 153.99 feet; thence
148. North 69 degrees 27 minutes 31 seconds East, a distance of 232.16 feet; thence
149. North 59 degrees 54 minutes 20 seconds East, a distance of 523.49 feet; thence
150. North 53 degrees 29 minutes 32 seconds East, a distance of 304.28 feet; thence
151. North 62 degrees 27 minutes 55 seconds East, a distance of 234.96 feet; thence
152. North 56 degrees 58 minutes 38 seconds East, a distance of 261.90 feet to the northerly line of Section 6, Township 8 North, Range 17 West, of the Property of Mary E. Beale, as per map recorded in Book 78, Pages 33 through 34, inclusive, of Miscellaneous Records, in said Office of the Registrar-Recorder, said line being the common boundary line between Kern County and Los Angeles; thence along said northerly and common boundary line, South 89 degrees 56 minutes 52 seconds East, a distance of 486.77 feet to the westerly line of the land granted to the State of California for the California Aqueduct in deed recorded February 20, 1970 as Instrument No. 136 of Official Records; thence along said westerly line, the following twenty-four (24) courses:

1. South 56 degrees 51 minutes 53 seconds West, a distance of 3,201.29 feet; thence
2. South 32 degrees 47 minutes 29 seconds West, a distance of 816.85 feet; thence
3. South 00 degrees 13 minutes 04 seconds East, a distance of 1,570.00 feet; thence
4. South 44 degrees 44 minutes 39 seconds East, a distance of 213.91 feet; thence
5. South 00 degrees 13 minutes 04 seconds East, a distance of 962.50 feet; thence
6. South 25 degrees 47 minutes 20 seconds East, a distance of 486.53 feet; thence
7. South 00 degrees 13 minutes 04 seconds East, a distance of 2,506.58 feet; thence
8. South 27 degrees 24 minutes 39 seconds West, a distance of 693.14 feet; thence
9. South 78 degrees 44 minutes 25 seconds West, a distance of 223.88 feet; thence
10. South 43 degrees 03 minutes 38 seconds West, a distance of 870.84 feet; thence
11. South 25 degrees 06 minutes 22 seconds West, a distance of 321.68 feet; thence

12. South 25 degrees 06 minutes 22 seconds West, a distance of 772.46 feet; thence
13. South 07 degrees 02 minutes 29 seconds West, a distance of 846.79 feet; thence
14. South 06 degrees 37 minutes 00 seconds East, a distance of 753.70 feet; thence
15. South 11 degrees 04 minutes 53 seconds East, a distance of 1,485.62 feet; thence
16. South 30 degrees 41 minutes 56 seconds West, a distance of 1,255.37 feet; thence
17. South 72 degrees 46 minutes 11 seconds West, a distance of 700.66 feet; thence
18. North 57 degrees 49 minutes 53 seconds West, a distance of 414.47 feet; thence
19. South 65 degrees 50 minutes 11 seconds West, a distance of 694.80 feet; thence
20. South 87 degrees 57 minutes 15 seconds West, a distance of 470.24 feet; thence
21. South 73 degrees 36 minutes 36 seconds West, a distance of 541.21 feet; thence
22. North 88 degrees 05 minutes 54 seconds West, a distance of 290.41 feet; thence
23. South 57 degrees 39 minutes 15 seconds West, a distance of 991.97 feet; thence
24. South 31 degrees 39 minutes 15 seconds West, a distance of 240.16 feet to said southwesterly line of the Rancho La Liebre; thence along said Ranch Line, North 53 degrees 05 minutes 35 seconds West, a distance of 17,396.10 feet to the Point of Beginning.

Containing 3,089.344 acres

Parcel 2

Beginning at a point on the line between Kern and Los Angeles Counties, being the northerly line of Section 4, Township 8 North, Range 17 West, of the Rancho La Liebre as shown on map of the Property of Mary E. Beale per map recorded in Book 78, Pages 33 through 34, inclusive, of Miscellaneous Records, in the Office of the Registrar-Recorder of said County, distant thereon North 89 degrees 56 minutes 52 seconds West, a distance of 303.86 feet from the northwesterly corner of Lot 3, Section 4, Township 8 North, Range 17 West, San Bernardino Base and Meridian, according to the Official Plat, said point being an angle point in the westerly line of Unit K as described in deed to the State of California for the California Aqueduct, recorded February 20, 1970 as Instrument No. 138 of said Official Records; thence along said westerly line and along the southerly line, the following nine (9) courses:

1. South 12 degrees 36 minutes 59 seconds East, a distance of 104.87 feet; thence
2. South 63 degrees 30 minutes 59 seconds East, a distance of 734.87 feet; thence
3. South 59 degrees 42 minutes 20 seconds West, a distance of 1,564.57 feet; thence
4. South 32 degrees 19 minutes 55 seconds West, a distance of 538.75 feet; thence
5. South 57 degrees 40 minutes 05 seconds East, a distance of 100.00 feet; thence
6. North 32 degrees 19 minutes 55 seconds East, a distance of 397.40 feet; thence
7. North 59 degrees 42 minutes 20 seconds East, a distance of 568.64 feet; thence
8. South 68 degrees 16 minutes 07 seconds East, a distance of 7,454.53 feet; thence
9. South 81 degrees 19 minutes 44 seconds East, a distance of 2,696.31 feet to the westerly line of the Southwest Quarter of Section 2, of said Township 8 North, Range 17 West, San Bernardino Base and Meridian;

thence along the westerly line of said Southwest Quarter, South 00 degrees 17 minutes 45 seconds West, a distance of 1,138.58 feet to the Southwest Quarter corner of said Section 2; thence along the southerly line of said Section 2, South 89 degrees 43 minutes 35 seconds East, a distance of 3,198.91 feet to said southwesterly line of the California Aqueduct; thence along said southwesterly line, South 49 degrees 09 minutes 48 seconds East, a distance of 2,797.00 feet to the westerly line of the Northwest Quarter of Section 12 of said Township 8 North, Range 17 West, San Bernardino Base and Meridian; thence along said westerly line, South 00 degrees 00 minutes 00 seconds East, a distance of 831.75 feet to the West Quarter Corner of said Section 12; thence along the southerly line of said Northwest Quarter, South 89 degrees 58 minutes 46 seconds East, a distance of 989.66 feet to said southwesterly line of the California Aqueduct; thence along said southwesterly line, the following three (3) courses:

1. South 55 degrees 35 minutes 37 seconds East, a distance of 400.59 feet; thence
2. South 72 degrees 41 minutes 02 seconds East, a distance of 781.13 feet; thence
3. South 82 degrees 11 minutes 21 seconds East, a distance of 601.56 feet to the easterly line of the Southwest Quarter of said Section 12;

thence along said easterly line, South 00 degrees 00 minutes 00 seconds East, a distance of 2,111.66 feet to the South Quarter corner of said Section 12; thence along the

southerly line of the Southwest Quarter of said Section 12, North 89 degrees 52 minutes 10 seconds West, a distance of 2,672.90 feet to the Southwest Quarter corner of said Section 12, said corner being the Northeasterly Quarter corner of Section 14 of said Township 8 North, Range 17 West, San Bernardino Base and Meridian; thence along the easterly line of said Section 14, South 00 degrees 12 minutes 55 seconds West, a distance of 2,069.91 feet to the northerly line of Lancaster Road, 100 feet wide, as described in deed to the State of California recorded in Book 10660, Page 384 of Official Records of said County; thence along said northerly line, North 89 degrees 30 minutes 20 seconds West, a distance of 2,653.92 feet to the westerly line of the Northeast Quarter of said Section 14; thence along said westerly line, and the westerly line of the Southeast Quarter of Section 11 of said Township 8 North, Range 17 West, San Bernardino Base and Meridian, North 00 degrees 00 minutes 00 seconds West, a distance of 4,723.94 feet to the Northeast corner of the Southwest Quarter of Section 11 of said Township 8 North, Range 17 West, San Bernardino Base and Meridian; thence along the northerly line of said Southwest Quarter, North 89 degrees 58 minutes 46 seconds West, a distance of 2,684.26 feet to the West Quarter corner of said Section 11, said corner being the East Quarter corner of Section 10 of said Township 8 North, Range 17 West, San Bernardino Base and Meridian; thence along the northerly line of the South half of said Section 10, North 89 degrees 58 minutes 46 seconds West, a distance of 3,914.97 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 10; thence along the westerly and northerly lines of said Southeast Quarter, the following two (2) courses:

1. North 00 degrees 00 minutes 00 seconds West, a distance of 1,336.27 feet; thence
2. North 90 degrees 00 minutes 00 seconds East, a distance of 1,310.00 feet to the easterly line of said Northwest Quarter;

thence along said easterly line and the northerly line of said Northwest Quarter, the following two (2) courses:

1. North 00 degrees 00 minutes 00 seconds West, a distance of 1,335.00 feet;
2. North 90 degrees 00 minutes 00 seconds West, a distance of 2,650.00 feet to the Northwest Quarter corner of said Section 10;

thence along the westerly line of said Section 10, South 00 degrees 00 minutes 00 seconds East, a distance of 5,313.57 feet to the Southwest Quarter of said Section 10; thence along the southerly line of said Section 10, South 89 degrees 57 minutes 20 seconds East, a distance of 5,265.45 feet to the Northeast Quarter corner of Section 15 of said Township 8 North, Range 17 West, San Bernardino Base and Meridian; thence along the easterly line of said Section 15, South 00 degrees 10 minutes 23 seconds West, a distance of 2,070.50 feet to the curved northerly line of said Lancaster Road, said curve being concave southeasterly, having a radius of 5,050.00 feet and to which intersection a radial line bears, North 3 degrees 43 minutes 28 seconds West; thence along said northerly line, the following eight (8) courses:

1. Southwesterly 4,126.40 feet along said curve, through a central angle of 46 degrees 49 minutes 01 seconds; thence
2. South 39 degrees 27 minutes 31 seconds West, a distance of 602.08 feet to the beginning of a curve, concave northwesterly and having a radius of 2,350.00 feet; thence
3. Southwesterly 1,568.83 feet along said curve, through a central angle of 38 degrees 15 minutes 00 seconds; thence
4. South 77 degrees 42 minutes 31 seconds West, a distance of 5,223.23 feet to the beginning of a curve, concave northwesterly and having a radius of 6,050.00 feet; thence
5. Southwesterly 1,226.63 feet along said curve, through a central angle of 11 degrees 37 minutes 00 seconds; thence
6. South 66 degrees 05 minutes 31 seconds West, a distance of 3,626.70 feet to the beginning of a curve, concave northerly, and having a radius of 5,950.00 feet; thence
7. Southwesterly 2,524.06 feet along said curve, through a central angle of 24 degrees 18 minutes 20 seconds; thence
8. North 89 degrees 36 minutes 09 seconds West, a distance of 1,405.87 feet to the northeasterly line of the land as described in document recorded June 20, 2014 as Instrument No. 20160642421, of said Official Records;

thence along said northeasterly line and the northeasterly line of the land as described in document recorded July 21, 2011 as Instrument No. 20110977077 of said Official Records, North 50 degrees 59 minutes 38 seconds West, a distance of 1,777.08 feet to an angle point in said land described in said document recorded July 21, 2011 as Instrument No. 20110977077; thence along the easterly line of said land, South 10 degrees 05 minutes 18 seconds West, a distance of 210.17 feet to the Southwesterly line of said Rancho La Libre; thence along said Southwesterly line, North 53 degrees 05 minutes 35 seconds West, a distance of 56.44 feet to the easterly line of the land of the State of California as described in deed recorded September 16, 1983 as Instrument No. 83-1086590 of said Official Records; thence along said easterly line and the northerly lines of said lands, the following six (6) courses:

1. North 09 degrees 50 minutes 21 seconds East, a distance of 811.65 feet; thence
2. North 16 degrees 04 minutes 50 seconds West, a distance of 455.28 feet; thence
3. North 75 degrees 29 minutes 32 seconds West, a distance of 1,233.78 feet; thence
4. North 62 degrees 03 minutes 09 seconds West, a distance of 596.63 feet; thence
5. North 57 degrees 09 minutes 43 seconds West, a distance of 970.00 feet; thence
6. North 70 degrees 14 minutes 10 seconds West, a distance of 519.06 feet to the easterly line of Unit N as described in deed to the State of California for the California Aqueduct, recorded February 20, 1970 as Instrument No. 138 of said Official Records;

thence along said easterly line, the following twenty-four (24) courses:

1. North 08 degrees 46 minutes 03 seconds West, a distance of 78.71 feet; thence
2. North 53 degrees 19 minutes 53 seconds East, a distance of 547.02 feet; thence
3. South 78 degrees 06 minutes 02 seconds East, a distance of 1,071.88 feet; thence
4. North 61 degrees 06 minutes 33 seconds East, a distance of 729.45 feet; thence
5. North 71 degrees 01 minutes 25 seconds East, a distance of 615.70 feet; thence
6. North 63 degrees 20 minutes 56 seconds East, a distance of 465.00 feet; thence
7. North 63 degrees 20 minutes 56 seconds East, a distance of 620.91 feet; thence
8. North 37 degrees 47 minutes 48 seconds East, a distance of 1,058.06 feet; thence
9. North 02 degrees 31 minutes 29 seconds East, a distance of 835.96 feet; thence

10. North 14 degrees 22 minutes 59 seconds West, a distance of 1,614.07 feet; thence
11. North 17 degrees 50 minutes 34 seconds East, a distance of 1,209.59 thence
12. North 01 degrees 15 minutes 34 seconds West, a distance of 275.04 feet; thence
13. North 27 degrees 07 minutes 27 seconds East, a distance of 659.70 feet; thence
14. North 60 degrees 39 minutes 41 seconds East, a distance of 671.94 feet; thence
15. North 27 degrees 50 minutes 50 seconds East, a distance of 444.24 feet; thence
16. North 14 degrees 45 minutes 47 seconds East, a distance of 971.00 feet; thence
17. North 01 degrees 09 minutes 36 seconds West, a distance of 2,675.37 feet; thence
18. North 63 degrees 16 minutes 56 seconds East, a distance of 591.10 feet; thence
19. North 00 degrees 13 minutes 04 seconds West, a distance of 1,608.25 feet; thence
20. North 49 degrees 13 minutes 35 seconds East, a distance of 2,053.25 feet; thence
21. North 45 degrees 56 minutes 38 seconds East, a distance of 344.98 feet; thence
22. North 23 degrees 46 minutes 04 seconds East, a distance of 1,054.42 feet; thence
23. North 33 degrees 04 minutes 18 seconds West, a distance of 152.00 feet; thence
24. North 56 degrees 51 minutes 53 seconds East, a distance of 929.31 feet to line between Kern and Los Angeles Counties, being the Northerly line of said Section 5;

thence leaving said easterly line, along said Northerly line of Sections 4 and 5, South 89 degrees 56 minutes 52 seconds East, a distance of 4,759.63 feet to the Point of Beginning.

Containing 6,642.122 acres

<u>Parcel 3</u>

Beginning at the intersection of the northeasterly line of the land as described in document recorded June 20, 2014 as Instrument No. 20160642421, of Official Records of said County, with the southerly right of way line of Lancaster Road, 100 feet wide, as described in deed to the State of California recorded in Book 10660, Page 384 of Official Records of said County; thence along said southerly line, the following eight (8) courses:

1. South 89 degrees 36 minutes 09 seconds East, a distance of 1,280.64 feet to the beginning of a curve, concave northerly and having a radius of 6,050.00 feet; thence
2. Easterly 2,566.49 feet along said curve, through a central angle of 24 degrees 18 minutes 20 seconds; thence
3. North 66 degrees 05 minutes 31 seconds East, a distance of 3,626.70 feet to the beginning of a curve, concave southerly and having a radius of 5,950.00 feet; thence
4. Northeasterly 1,206.36 feet along said curve, through a central angle of 11 degrees 37 minutes 00 seconds; thence
5. North 77 degrees 42 minutes 31 seconds East, a distance of 5,223.23 feet to the beginning of a curve, concave northwesterly and having a radius of 2,450.00 feet; thence
6. Easterly 1,635.59 feet along said curve, through a central angle of 38 degrees 15 minutes 00 seconds; thence
7. North 39 degrees 27 minutes 31 seconds East, a distance of 602.08 feet to the beginning of a curve, concave southeasterly and having a radius of 4,950.00 feet; thence
8. Northeasterly 4,037.88 feet along said curve, through a central angle 46 degrees 44 minutes 17 seconds to the easterly line of Section 15, Township 8 North, Range 17 West, of the Rancho La Liebre as shown on map of the Property of Mary E. Beale recorded in Book 78, Pages 33 through 34, inclusive, of Miscellaneous Records, in the Office of the Registrar-Recorder of said County;

thence along the easterly line of said Section 15 and its southerly prolongation, South 00 degrees 10 minutes 23 seconds West, a distance of 2,482.37 feet to the Specific Plan line; thence along said Specific Plan line, the following one-hundred and twenty-seven (127) courses:

1. South 49 degrees 24 minutes 15 seconds West, a distance of 156.87 feet; thence
2. South 64 degrees 26 minutes 39 seconds West, a distance of 206.92 feet; thence
3. South 30 degrees 04 minutes 30 seconds West, a distance of 304.07 feet; thence
4. South 09 degrees 27 minutes 51 seconds West, a distance of 249.62 feet; thence
5. South 15 degrees 15 minutes 28 seconds West, a distance of 233.95 feet; thence
6. South 00 degrees 00 minutes 00 seconds East, a distance of 225.70 feet; thence
7. South 24 degrees 25 minutes 02 seconds West, a distance of 134.56 feet; thence
8. South 66 degrees 22 minutes 28 seconds West, a distance of 141.74 feet; thence

9. South 82 degrees 52 minutes 35 seconds West, a distance of 130.87 feet; thence
10. South 68 degrees 38 minutes 00 seconds West, a distance of 200.45 feet; thence
11. South 40 degrees 06 minutes 22 seconds West, a distance of 201.58 feet; thence
12. South 36 degrees 52 minutes 31 seconds West, a distance of 202.88 feet; thence
13. North 73 degrees 36 minutes 48 seconds West, a distance of 143.82 feet; thence
14. North 85 degrees 36 minutes 08 seconds West, a distance of 105.82 feet; thence
15. North 90 degrees 00 minutes 00 seconds West, a distance of 105.51 feet; thence
16. South 35 degrees 42 minutes 43 seconds West, a distance of 319.81 feet; thence
17. South 26 degrees 58 minutes 41 seconds West, a distance of 188.86 feet; thence
18. South 46 degrees 29 minutes 25 seconds West, a distance of 262.36 feet; thence
19. South 29 degrees 44 minutes 58 seconds West, a distance of 130.85 feet; thence
20. South 53 degrees 08 minutes 07 seconds West, a distance of 162.32 feet; thence
21. South 49 degrees 46 minutes 10 seconds West, a distance of 138.21 feet; thence
22. South 33 degrees 41 minutes 41 seconds West, a distance of 117.04 feet; thence
23. South 12 degrees 21 minutes 15 seconds West, a distance of 185.21 feet; thence
24. South 35 degrees 06 minutes 13 seconds West, a distance of 86.35 feet; thence
25. South 38 degrees 09 minutes 45 seconds West, a distance of 144.49 feet; thence
26. North 87 degrees 08 minutes 17 seconds West, a distance of 162.53 feet; thence
27. North 49 degrees 38 minutes 27 seconds West, a distance of 213.03 feet; thence
28. North 27 degrees 54 minutes 07 seconds West, a distance of 156.10 feet; thence
29. South 59 degrees 02 minutes 28 seconds West, a distance of 94.65 feet; thence
30. South 12 degrees 35 minutes 30 seconds West, a distance of 178.48 feet; thence
31. South 00 degrees 00 minutes 00 seconds East, a distance of 287.26 feet; thence
32. South 03 degrees 48 minutes 53 seconds West, a distance of 308.46 feet; thence
33. South 17 degrees 06 minutes 21 seconds East, a distance of 279.08 feet; thence
34. South 08 degrees 07 minutes 55 seconds West, a distance of 145.09 feet; thence
35. South 14 degrees 02 minutes 20 seconds West, a distance of 253.80 feet; thence
36. South 21 degrees 16 minutes 55 seconds West, a distance of 243.65 feet; thence
37. South 31 degrees 26 minutes 03 seconds West, a distance of 171.19 feet; thence
38. \South 22 degrees 20 minutes 55 seconds West, a distance of 297.78 feet; thence
39. South 21 degrees 02 minutes 29 seconds West, a distance of 184.28 feet; thence

40. South 25 degrees 05 minutes 46 seconds West, a distance of 151.13 feet; thence
41. South 28 degrees 18 minutes 18 seconds West, a distance of 119.82 feet; thence
42. South 33 degrees 41 minutes 43 seconds West, a distance of 117.04 feet; thence
43. South 20 degrees 33 minutes 34 seconds West, a distance of 69.34 feet; thence
44. South 52 degrees 07 minutes 50 seconds West, a distance of 92.53 feet; thence
45. North 75 degrees 57 minutes 59 seconds West, a distance of 100.39 feet; thence
46. North 62 degrees 06 minutes 26 seconds West, a distance of 156.11 feet; thence
47. North 90 degrees 00 minutes 00 seconds West, a distance of 129.86 feet; thence
48. South 71 degrees 34 minutes 06 seconds West, a distance of 128.33 feet; thence
49. South 60 degrees 15 minutes 35 seconds West, a distance of 130.87 feet; thence
50. South 57 degrees 59 minutes 59 seconds West, a distance of 76.57 feet; thence
51. South 76 degrees 39 minutes 59 seconds West, a distance of 140.10 feet; thence
52. North 90 degrees 00 minutes 00 seconds West, a distance of 158.80 feet; thence
53. North 69 degrees 26 minutes 52 seconds West, a distance of 113.06 feet; thence
54. North 32 degrees 00 minutes 38 seconds West, a distance of 124.82 feet; thence
55. North 29 degrees 02 minutes 34 seconds West, a distance of 203.95 feet; thence
56. North 59 degrees 02 minutes 28 seconds West, a distance of 236.62 feet; thence
57. North 80 degrees 08 minutes 10 seconds West, a distance of 189.48 feet; thence
58. South 66 degrees 48 minutes 20 seconds West, a distance of 123.62 feet; thence
59. South 45 degrees 00 minutes 19 seconds West, a distance of 160.68 feet; thence
60. South 04 degrees 31 minutes 14 seconds East, a distance of 183.99 feet; thence
61. South 12 degrees 40 minutes 20 seconds West, a distance of 103.11 feet; thence
62. South 32 degrees 44 minutes 25 seconds West, a distance of 135.07 feet; thence
63. South 45 degrees 00 minutes 19 seconds West, a distance of 114.77 feet; thence
64. South 81 degrees 52 minutes 17 seconds West, a distance of 114.78 feet; thence
65. North 72 degrees 38 minutes 56 seconds West, a distance of 136.05 feet; thence
66. South 83 degrees 59 minutes 31 seconds West, a distance of 155.06 feet; thence
67. South 12 degrees 05 minutes 49 seconds West, a distance of 116.19 feet; thence
68. South 11 degrees 53 minutes 28 seconds West, a distance of 157.56 feet; thence
69. South 18 degrees 26 minutes 17 seconds West, a distance of 102.65 feet; thence
70. South 77 degrees 28 minutes 25 seconds West, a distance of 74.83 feet; thence

71. South 82 degrees 24 minutes 25 seconds West, a distance of 122.82 feet; thence
72. North 73 degrees 18 minutes 14 seconds West, a distance of 169.47 feet; thence
73. North 74 degrees 44 minutes 52 seconds West, a distance of 92.54 feet; thence
74. North 83 degrees 39 minutes 39 seconds West, a distance of 73.50 feet; thence
75. South 48 degrees 49 minutes 11 seconds West, a distance of 86.27 feet; thence
76. South 70 degrees 33 minutes 48 seconds West, a distance of 146.32 feet; thence
77. South 74 degrees 03 minutes 27 seconds West, a distance of 118.17 feet; thence
78. North 75 degrees 57 minutes 59 seconds West, a distance of 100.39 feet; thence
79. North 83 degrees 17 minutes 29 seconds West, a distance of 138.93 feet; thence
80. North 68 degrees 38 minutes 00 seconds West, a distance of 200.45 feet; thence
81. South 82 degrees 43 minutes 30 seconds West, a distance of 192.72 feet; thence
82. South 84 degrees 33 minutes 38 seconds West, a distance of 171.21 feet; thence
83. South 83 degrees 50 minutes 09 seconds West, a distance of 150.58 feet; thence
84. North 73 degrees 35 minutes 24 seconds West, a distance of 114.68 feet; thence
85. North 32 degrees 28 minutes 34 seconds West, a distance of 211.62 feet; thence
86. North 65 degrees 33 minutes 36 seconds West, a distance of 196.13 feet; thence
87. South 68 degrees 45 minutes 12 seconds West, a distance of 156.75 feet; thence
88. South 65 degrees 46 minutes 34 seconds West, a distance of 178.00 feet; thence
89. South 26 degrees 34 minutes 10 seconds West, a distance of 108.88 feet; thence
90. South 55 degrees 00 minutes 46 seconds West, a distance of 99.07 feet; thence
91. South 71 degrees 34 minutes 06 seconds West, a distance of 153.99 feet; thence
92. South 42 degrees 42 minutes 53 seconds West, a distance of 143.58 feet; thence
93. South 54 degrees 28 minutes 04 seconds West, a distance of 139.63 feet; thence
94. South 71 degrees 34 minutes 05 seconds West, a distance of 128.33 feet; thence
95. North 68 degrees 45 minutes 11 seconds West, a distance of 156.75 feet; thence
96. North 67 degrees 10 minutes 13 seconds West, a distance of 167.32 feet; thence
97. North 51 degrees 20 minutes 44 seconds West, a distance of 207.87 feet; thence
98. North 77 degrees 11 minutes 53 seconds West, a distance of 183.11 feet; thence
99. North 55 degrees 29 minutes 47 seconds West, a distance of 157.58 feet; thence
100. North 17 degrees 49 minutes 20 seconds West, a distance of 238.67 feet; thence
101. North 23 degrees 45 minutes 12 seconds West, a distance of 221.65 feet; thence

102. North 70 degrees 03 minutes 30 seconds West, a distance of 168.80 feet; thence
103. South 83 degrees 39 minutes 40 seconds West, a distance of 146.99 feet; thence
104. South 55 degrees 29 minutes 48 seconds West, a distance of 157.58 feet; thence
105. South 57 degrees 32 minutes 01 seconds West, a distance of 105.82 feet; thence
106. South 32 degrees 54 minutes 37 seconds West, a distance of 164.32 feet; thence
107. South 32 degrees 28 minutes 34 seconds West, a distance of 211.62 feet; thence
108. South 64 degrees 59 minutes 15 seconds West, a distance of 134.35 feet; thence
109. North 86 degrees 11 minutes 12 seconds West, a distance of 122.02 feet; thence
110. North 71 degrees 34 minutes 06 seconds West, a distance of 153.99 feet; thence
111. South 77 degrees 54 minutes 27 seconds West, a distance of 116.21 feet; thence
112. South 47 degrees 17 minutes 46 seconds West, a distance of 143.58 feet; thence
113. South 82 degrees 52 minutes 34 seconds West, a distance of 130.87 feet; thence
114. North 84 degrees 28 minutes 24 seconds West, a distance of 252.78 feet; thence
115. North 82 degrees 34 minutes 12 seconds West, a distance of 188.26 feet; thence
116. North 85 degrees 36 minutes 08 seconds West, a distance of 211.65 feet; thence
117. South 73 degrees 00 minutes 44 seconds West, a distance of 305.52 feet; thence
118. South 75 degrees 22 minutes 55 seconds West, a distance of 385.84 feet; thence
119. South 84 degrees 48 minutes 24 seconds West, a distance of 358.59 feet; thence
120. South 49 degrees 05 minutes 27 seconds West, a distance of 161.09 feet; thence
121. South 51 degrees 50 minutes 52 seconds West, a distance of 144.50 feet; thence
122. South 74 degrees 03 minutes 27 seconds West, a distance of 236.35 feet; thence
123. South 87 degrees 57 minutes 18 seconds West, a distance of 227.40 feet; thence
124. South 46 degrees 51 minutes 11 seconds West, a distance of 177.99 feet; thence
125. South 53 degrees 08 minutes 07 seconds West, a distance of 162.32 feet; thence
126. South 69 degrees 08 minutes 57 seconds West, a distance of 182.39 feet; thence
127. South 66 degrees 35 minutes 28 seconds West, a distance of 135.16 feet to the southwesterly line of said Rancho La Liebre;

thence along said Rancho line, the following two (2) courses:

1. North 61 degrees 03 minutes 24 seconds West, a distance of 908.06 feet to Rancho Corner Post L.L. No. 3; thence

2. North 53 degrees 05 minutes 35 seconds West, a distance of 411.92 feet to the easterly line of Section 30, Township 8 North, Range 17 West, San Bernardino Base and Meridian, according to the Official Plat thereof, as shown on Tract No. 7220, in said County, as per map recorded in Book 138, Pages 73 to 74, inclusive, of Map, in the Office of the Registrar-Recorder of said County;

thence along the easterly and northerly lines of said Section 30, the following two (2) courses:

1. North 00 degrees 12 minutes 04 seconds East, a distance of 392.05 feet to the Northeast Quarter corner thereof; thence
2. North 89 degrees 34 minutes 41 seconds West, a distance of 506.74 feet to said northeasterly line of the land as described in document recorded June 20, 2014 as Instrument No. 20160642421;

thence along said northeasterly line, North 50 degrees 59 minutes 38 seconds West, a distance of 2,827.99 feet to the Point of Beginning,

Containing 1,604.691 acres

This Legal Description is delineated on accompanying "EXHIBIT D" and is made a part hereof for reference purposes.

This Legal Description has been prepared by me or under my direction.

PROFESSIONAL LAND SURVEYOR
ROBERT C. OLSON
No. 5490
STATE OF CALIFORNIA

18-0720

Robert C. Olson, PLS 5490

EXHIBIT C

Depiction of Centennial Property

[Attached on following pages]

Exhibit C - Depiction of Centennial Property

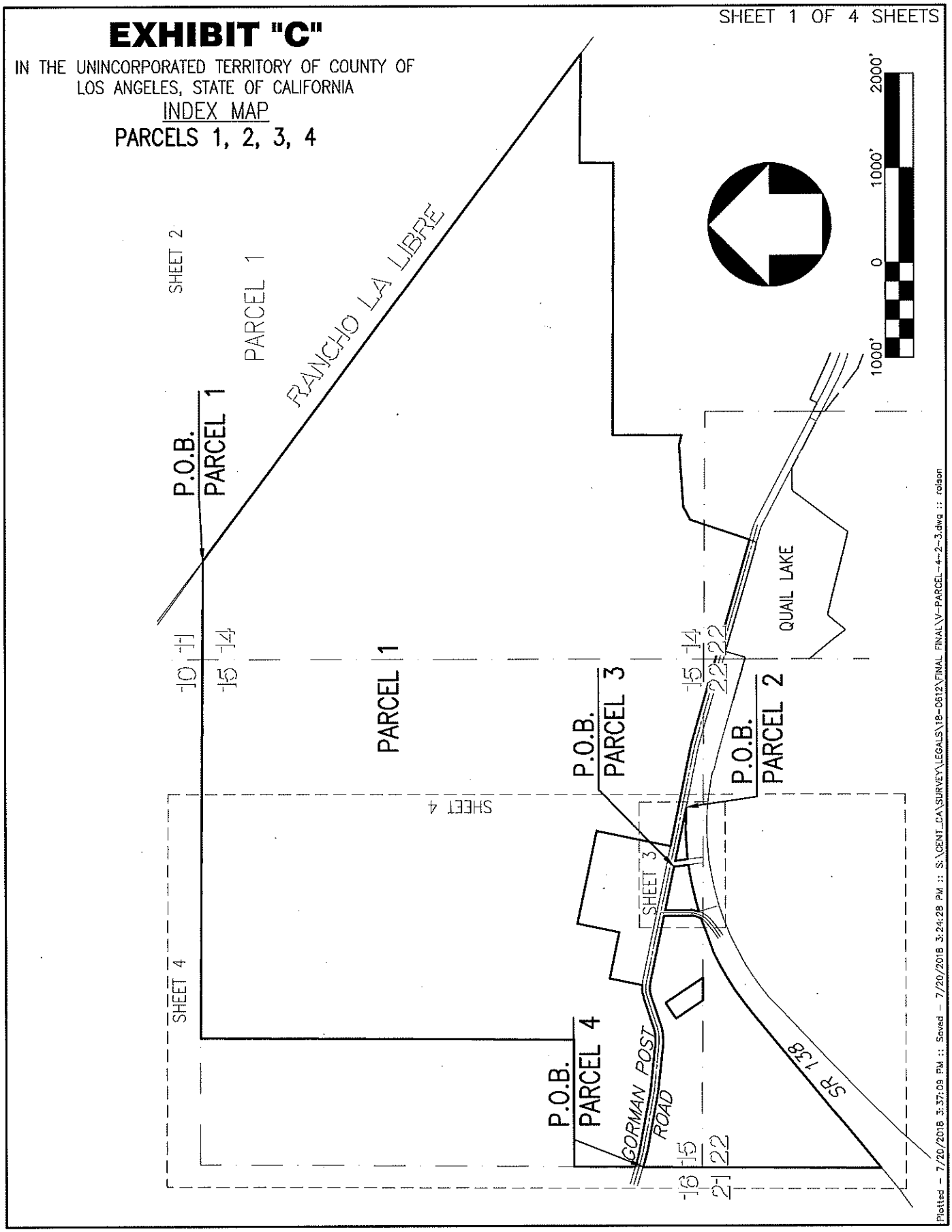


Exhibit C - Depiction of Centennial Property

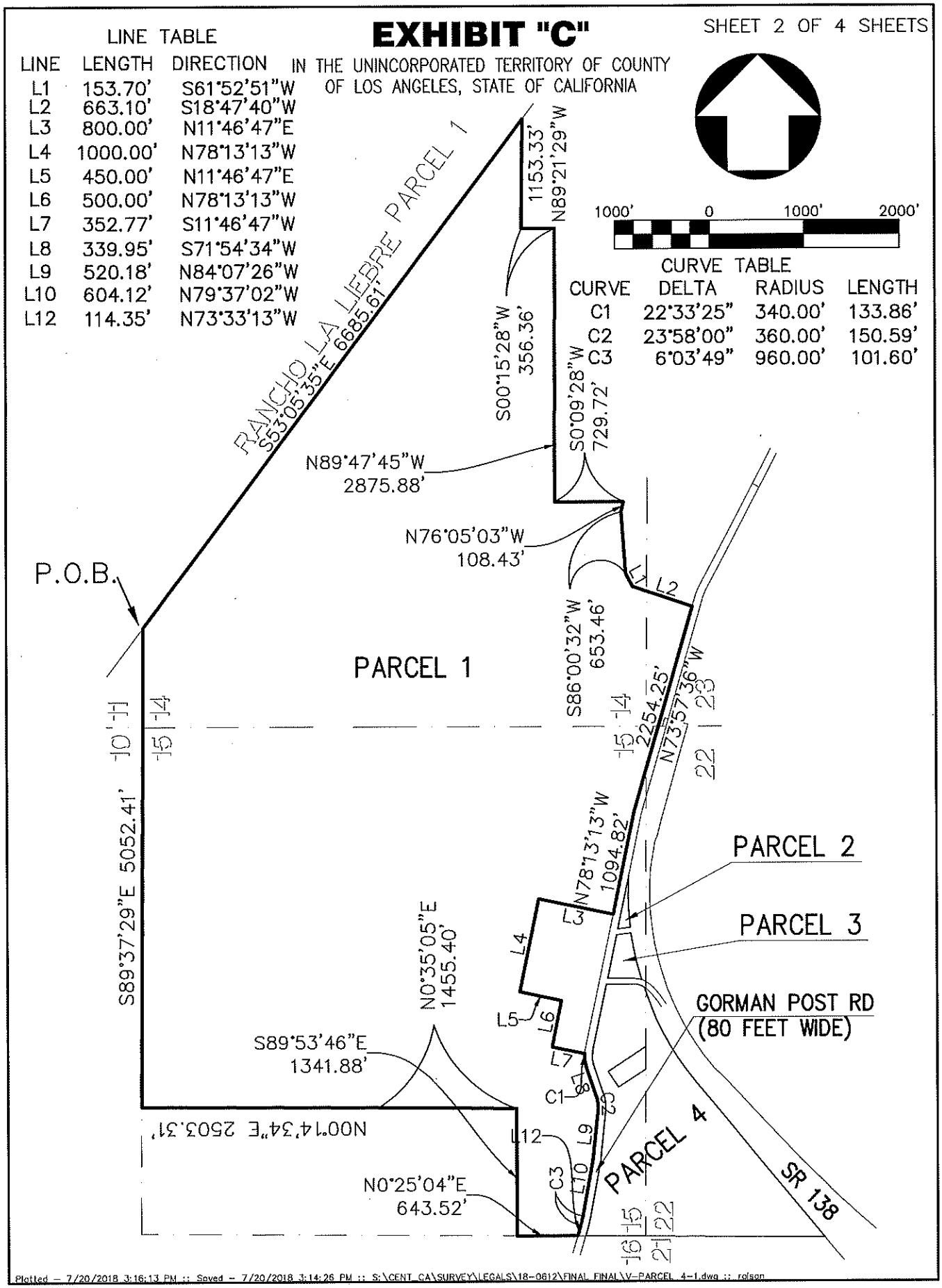


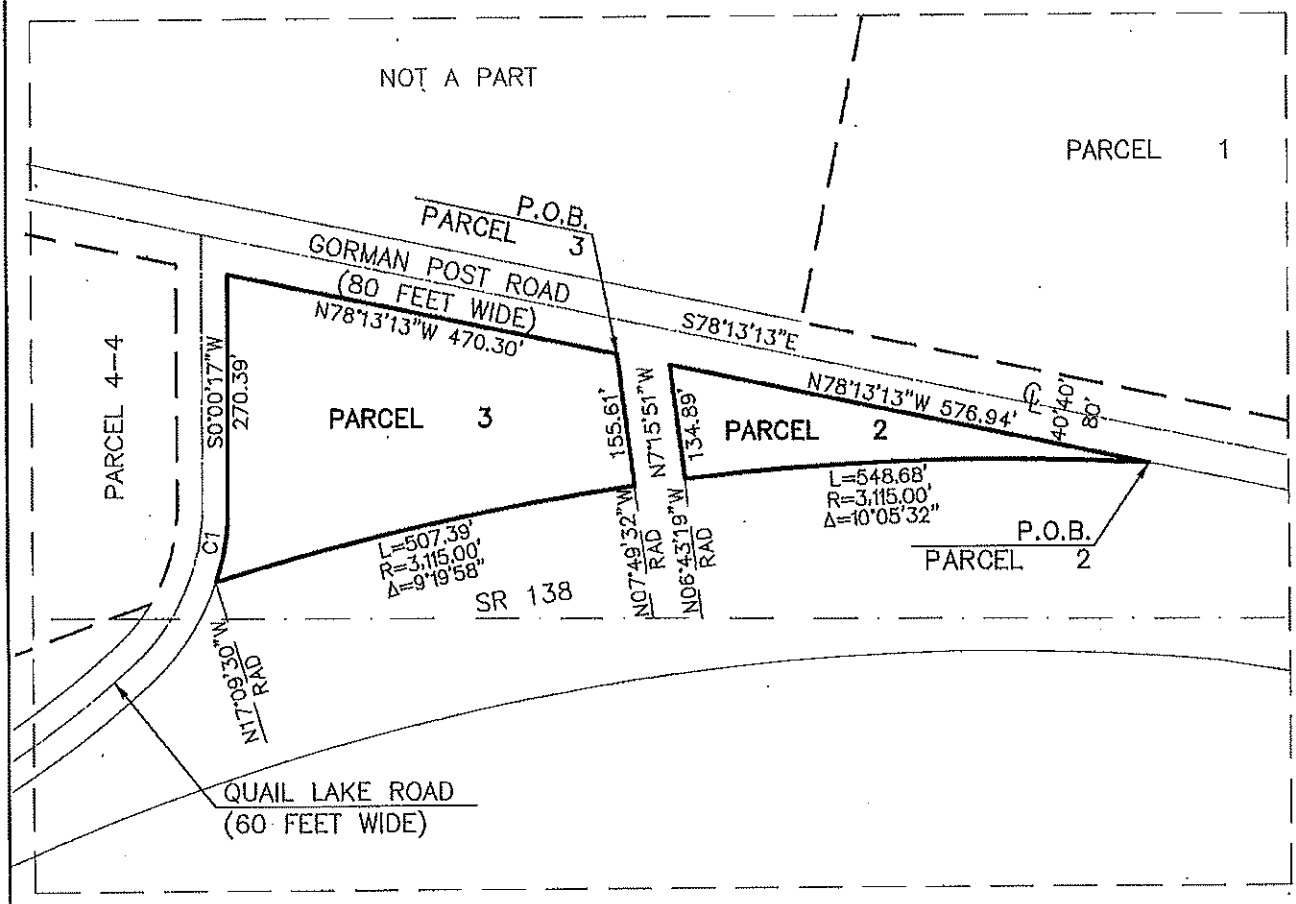
Exhibit C - Depiction of Centennial Property

SCALE: 1"=200'

SHEET 3 OF 4 SHEETS

EXHIBIT "C"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	18°40'03"	280.00'	91.23'

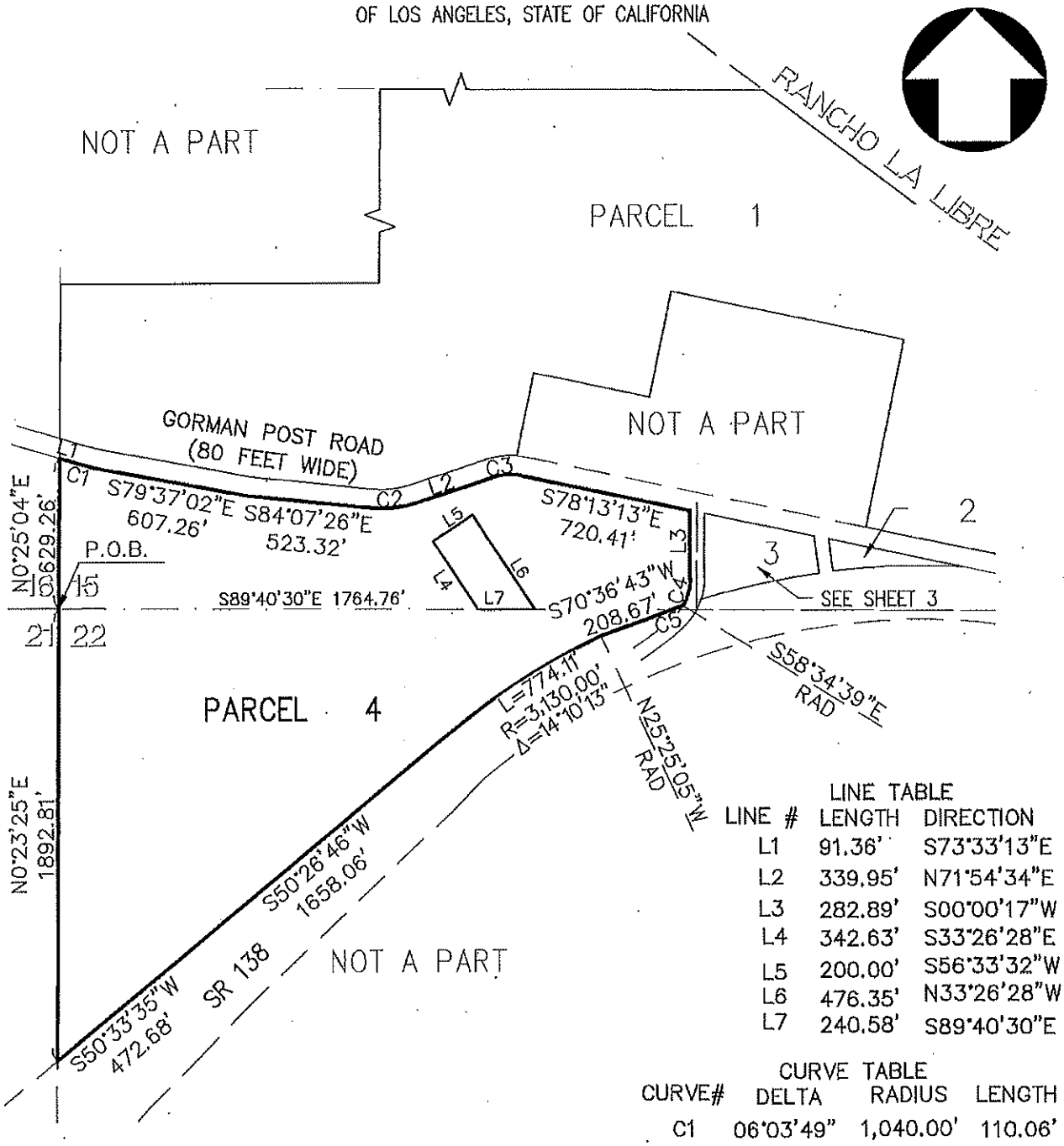
Exhibit C - Depiction of Centennial Property

SCALE: 1"=600'

EXHIBIT "C"

SHEET 4 OF 4 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY
OF LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	91.36'	S73°33'13"E
L2	339.95'	N71°54'34"E
L3	282.89'	S00°00'17"W
L4	342.63'	S33°26'28"E
L5	200.00'	S56°33'32"W
L6	476.35'	N33°26'28"W
L7	240.58'	S89°40'30"E

CURVE TABLE

CURVE#	DELTA	RADIUS	LENGTH
C1	06°03'49"	1,040.00'	110.06'
C2	23°58'00"	440.00'	184.05'
C3	29°52'13"	260.00'	135.55'
C4	31°25'03"	220.00'	120.63'
C5	02°56'28"	3,115.00'	159.90'

Plotted – 7/20/2018 3:28:45 PM :: Saved – 7/20/2018 3:28:29 PM :: S:\CENT_CA\SURVEY\LEGALS\18-0812\FINAL FINAL\V-PARCEL_4-4.dwg :: rolson

EXHIBIT D

Depiction of Tejon Property

[Attached on following pages]

Exhibit D - Depiction of Tejon Property

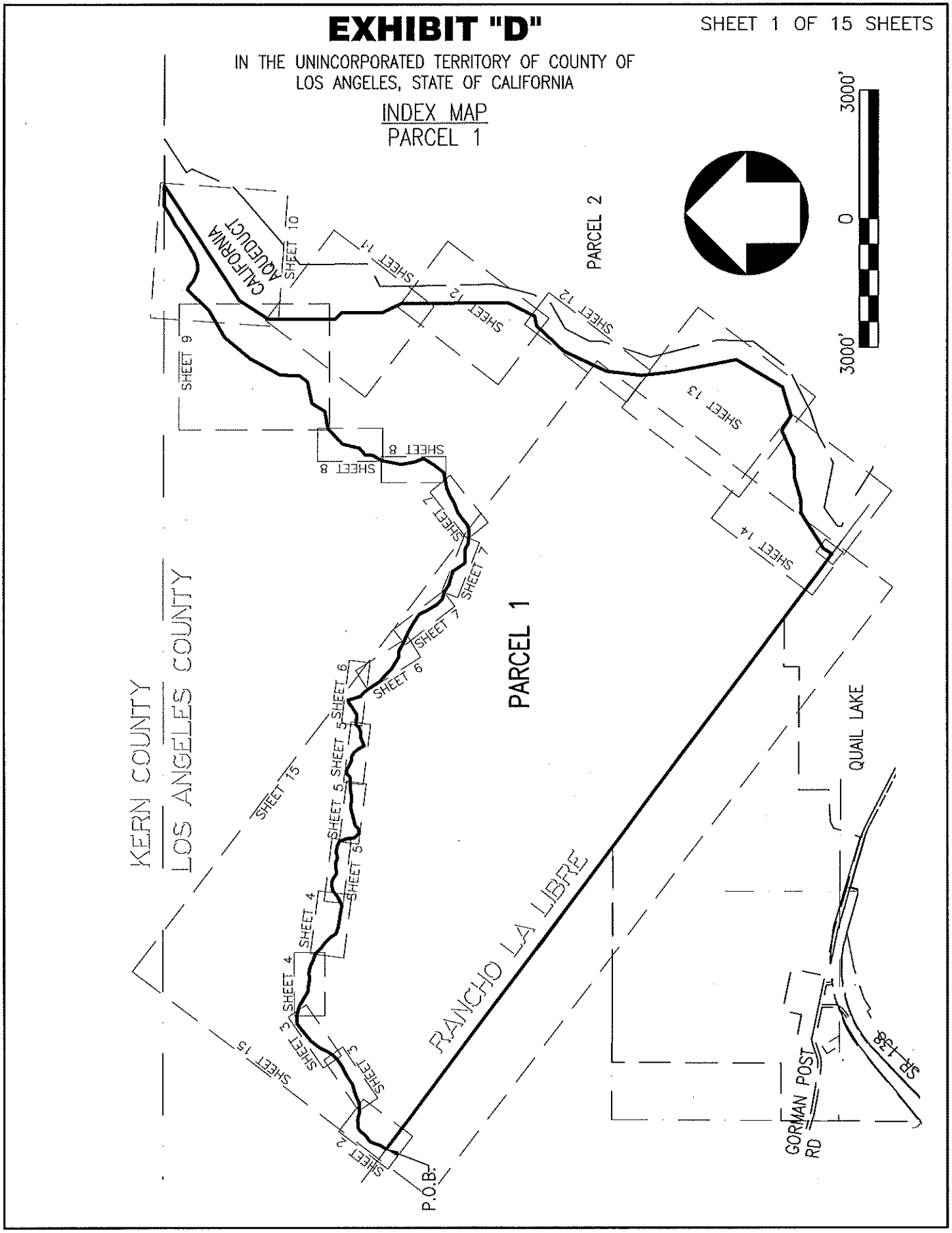


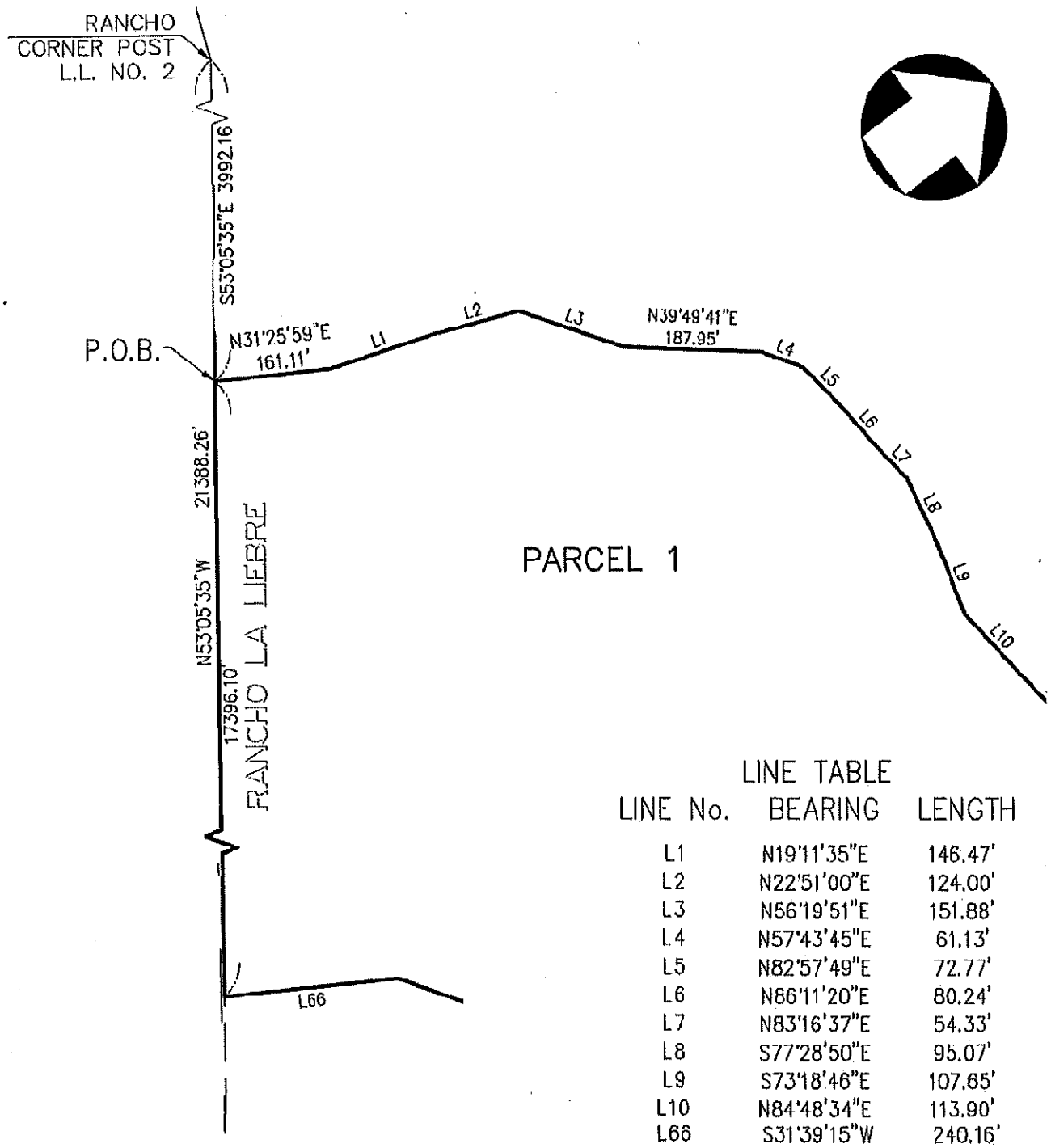
Exhibit D - Depiction of Tejon Property

SCALE: 1"=200'

SHEET 2 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L1	N19°11'35"E	146.47'
L2	N22°51'00"E	124.00'
L3	N56°19'51"E	151.88'
L4	N57°43'45"E	61.13'
L5	N82°57'49"E	72.77'
L6	N86°11'20"E	80.24'
L7	N83°16'37"E	54.33'
L8	S77°28'50"E	95.07'
L9	S73°18'46"E	107.65'
L10	N84°48'34"E	113.90'
L66	S31°39'15"W	240.16'

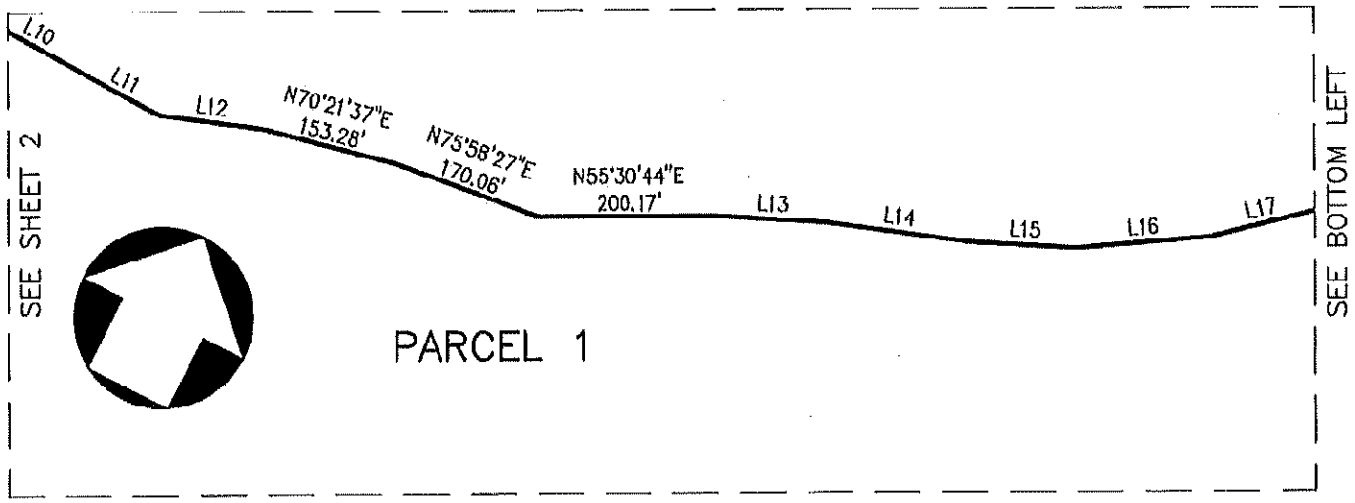
Exhibit D - Depiction of Tejon Property

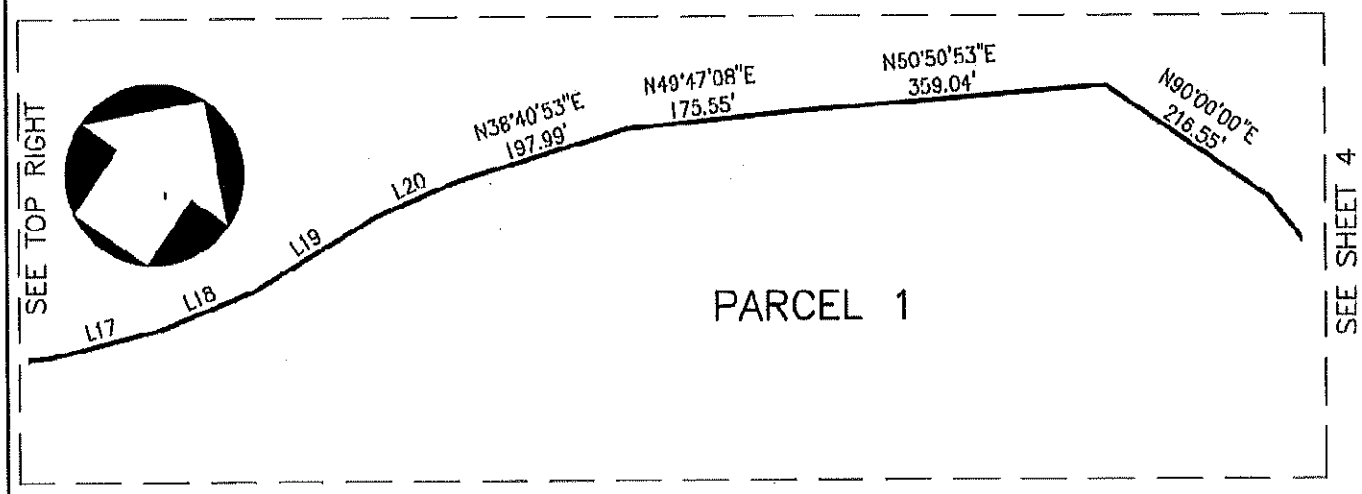
SCALE: 1"=200'

EXHIBIT "D"

SHEET 3 OF 15 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA





LINE TABLE

LINE No.	BEARING	LENGTH
L10	N84°48'34"E	113.90'
L11	N84°17'38"E	103.63'
L12	N63°27'09"E	115.27'
L13	N59°03'21"E	120.23'
L14	N63°27'10"E	161.38'
L15	N59°03'21"E	120.23'
L16	N50°43'56"E	146.52'
L17	N41°39'20"E	124.12'
L18	N33°42'38"E	111.48'
L19	N24°40'17"E	160.53'
L20	N32°01'31"E	97.23'

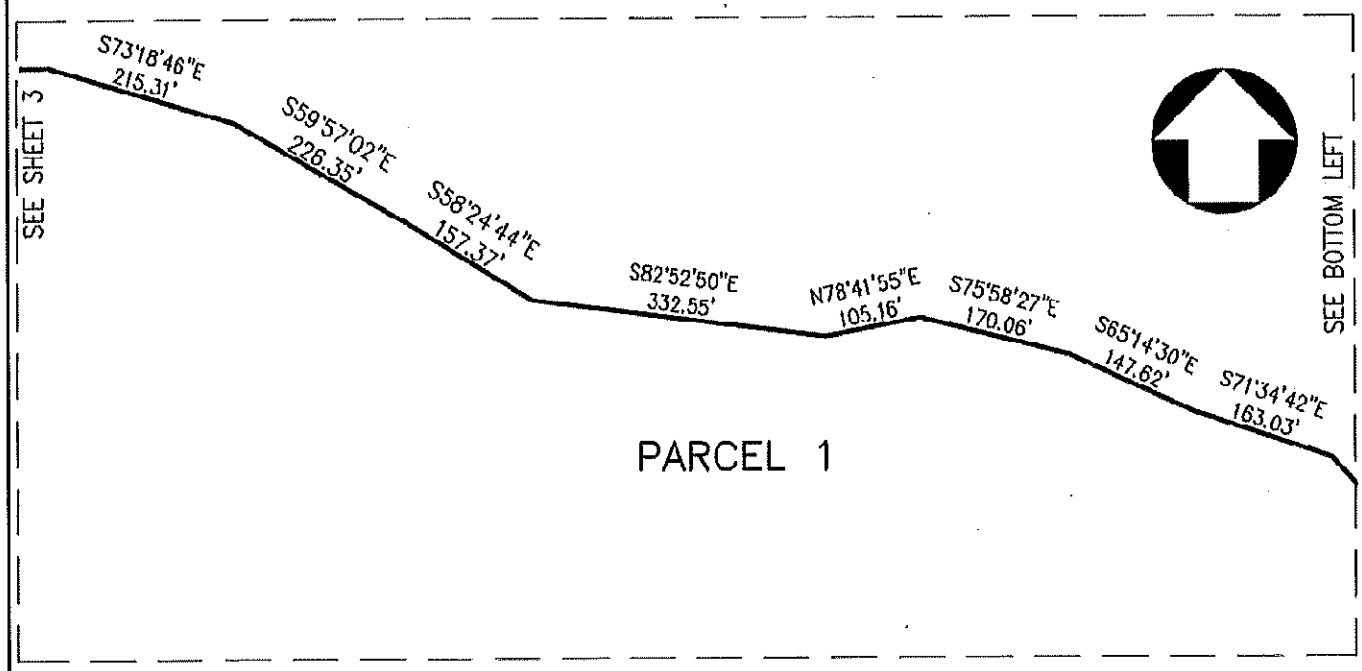
Exhibit D - Depiction of Tejon Property

SCALE: 1"=200'

SHEET 4 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



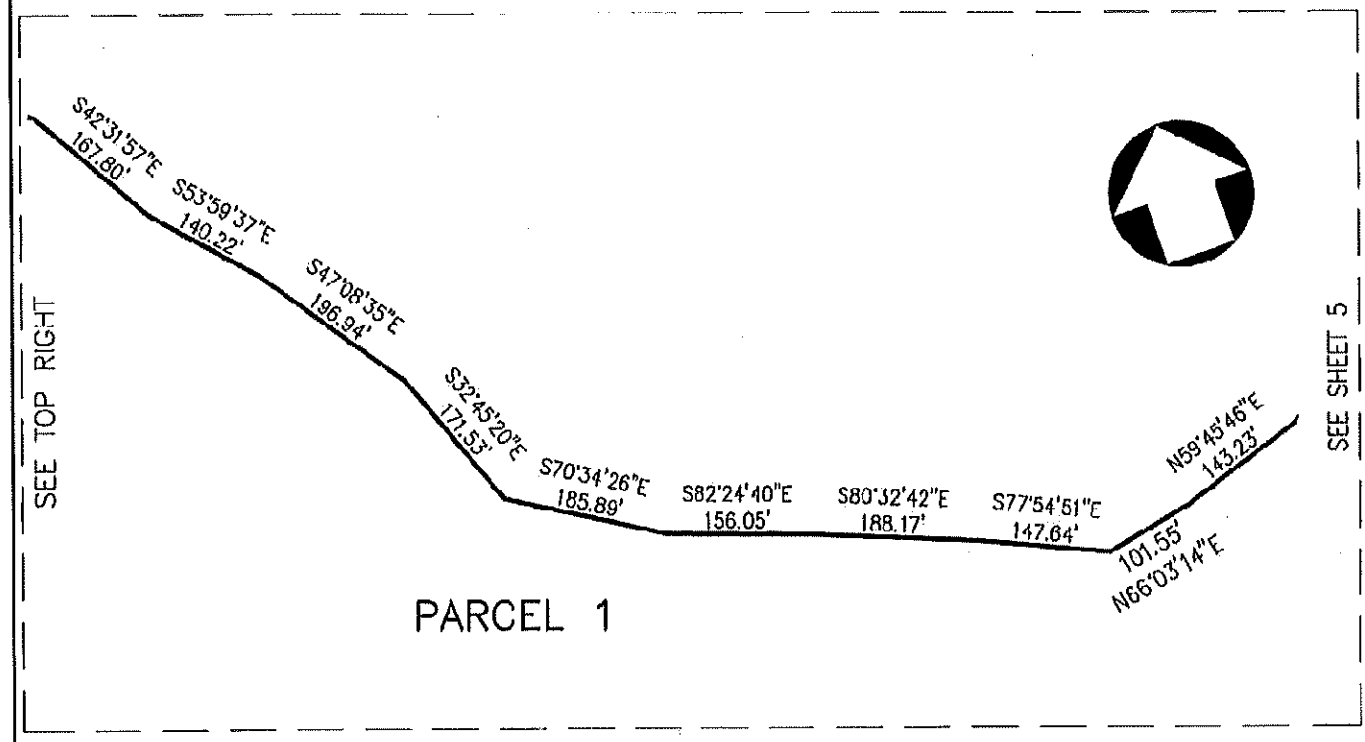


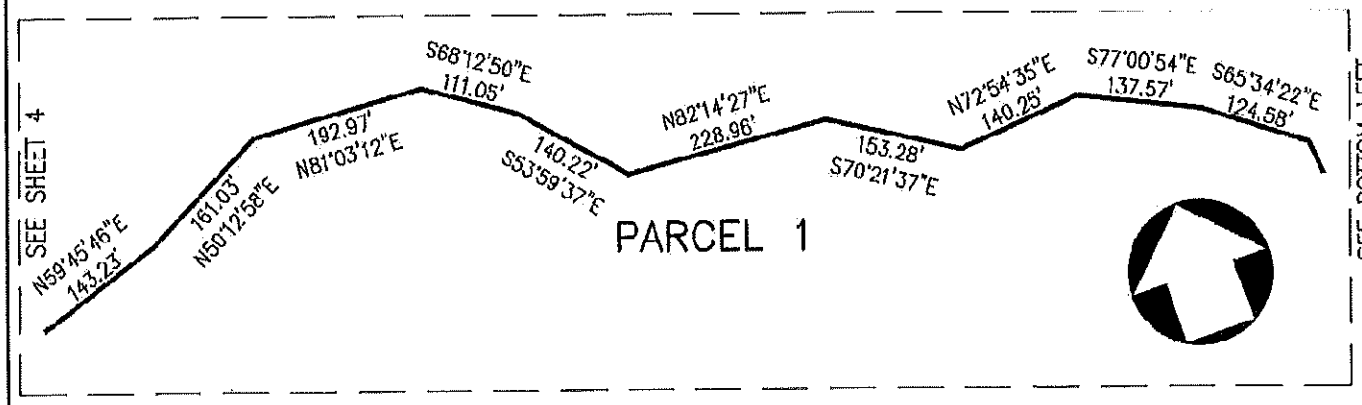
Exhibit D - Depiction of Tejon Property

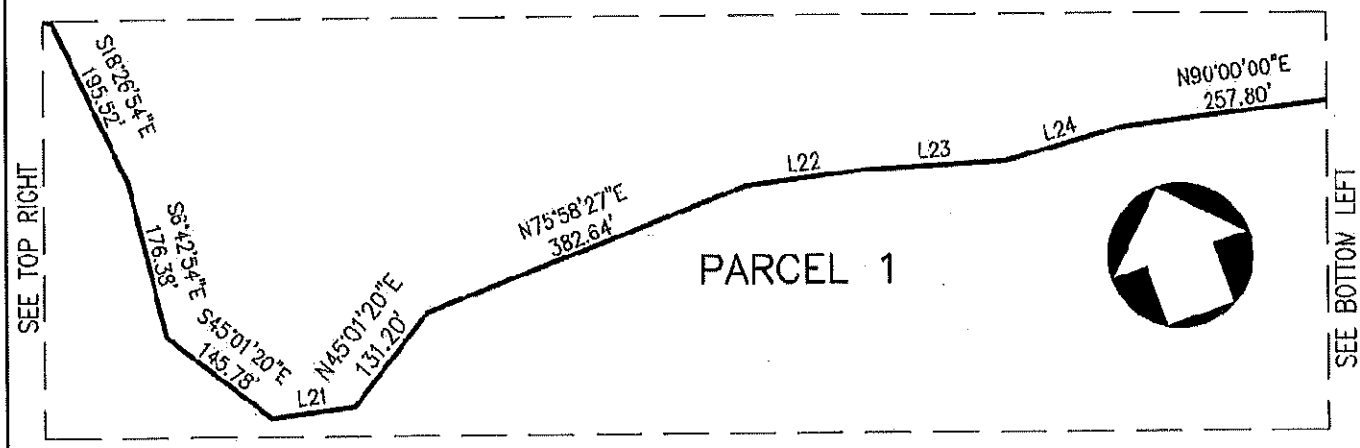
SCALE: 1"=200'

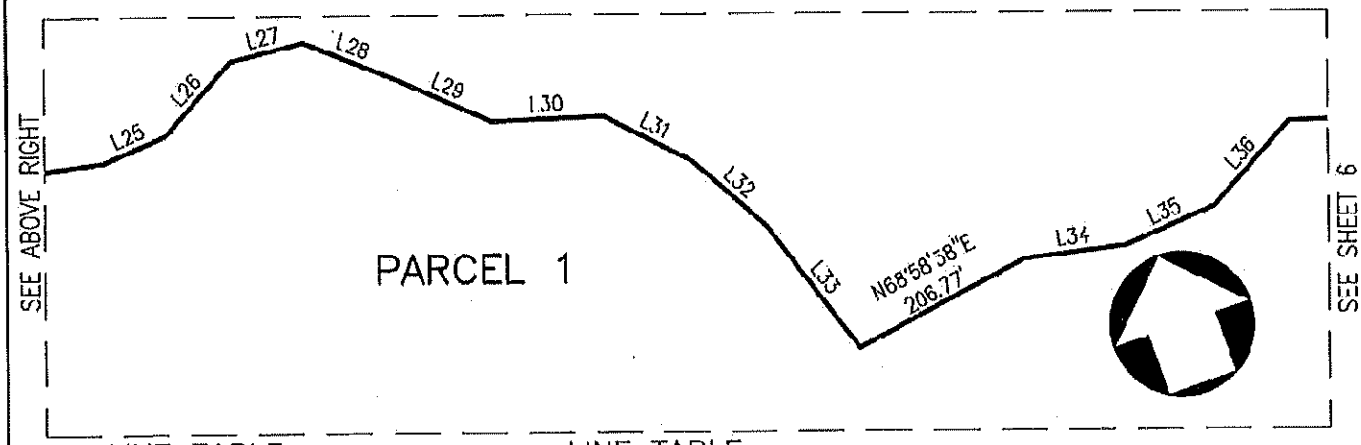
SHEET 5 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA







LINE TABLE

LINE No.	BEARING	LENGTH
L21	N90°00'00"E	92.81'
L22	N90°00'00"E	134.06'
L23	S86°11'20"E	155.02'
L24	N81°15'38"E	135.63'
L25	N74°03'58"E	75.07'
L26	N48°50'10"E	109.58'
L27	N82°52'50"E	83.14'
L28	S60°57'51"E	106.15'

LINE TABLE

LINE No.	BEARING	LENGTH
L29	S59°03'21"E	120.23'
L30	S85°14'24"E	124.17'
L31	S56°19'49"E	111.51'
L32	S41°12'28"E	109.57'
L33	S30°16'33"E	169.41'
L34	N90°00'00"E	113.43'
L35	N73°18'47"E	107.65'
L36	N48°23'18"E	124.13'

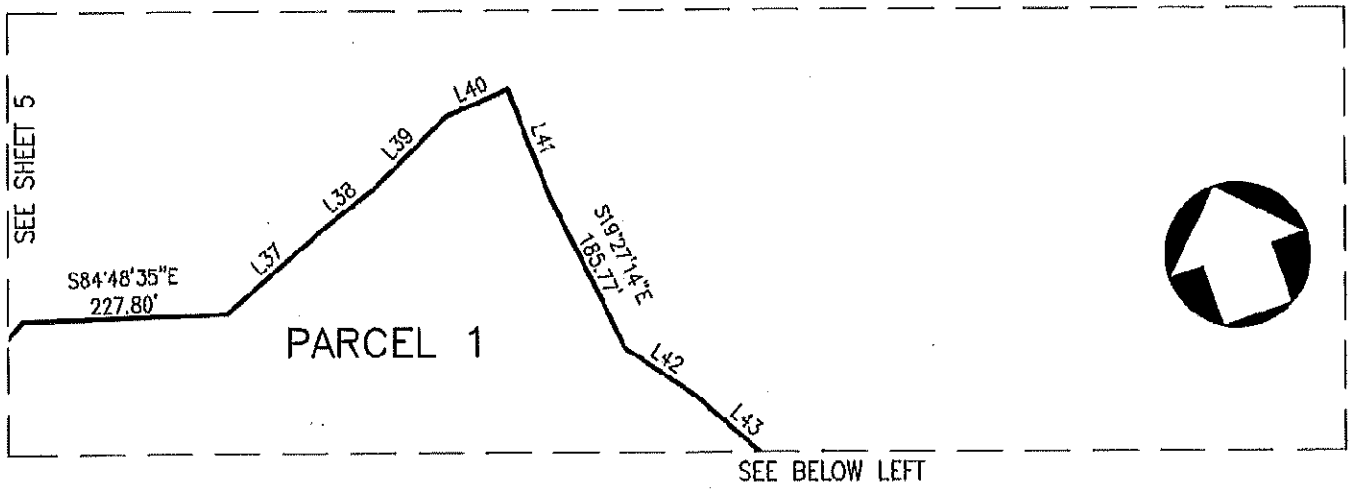
Exhibit D - Depiction of Tejon Property

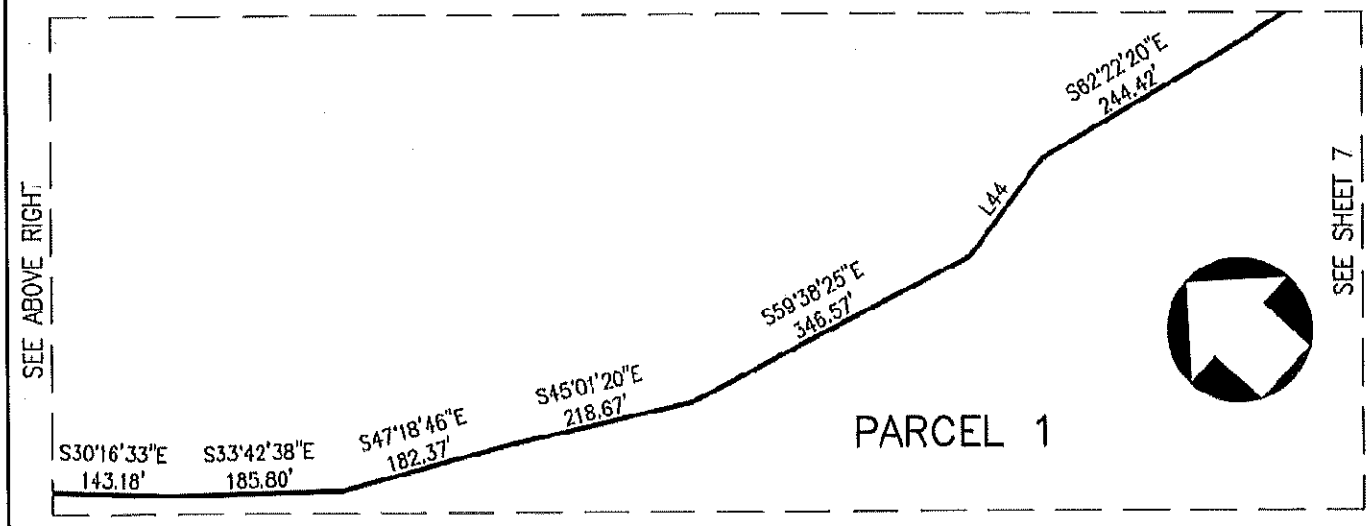
SCALE: 1"=200'

SHEET 6 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA





LINE TABLE

LINE No.	BEARING	LENGTH
L37	N56°19'49"E	148.69'
L38	N59°03'20"E	60.12'
L39	N52°08'48"E	117.54'
L40	N74°03'59"E	75.07'
L41	S14°02'48"E	127.46'
L42	S49°25'14"E	95.04'
L43	S41°39'20"E	124.12'
L44	S85°36'17"E	134.45'

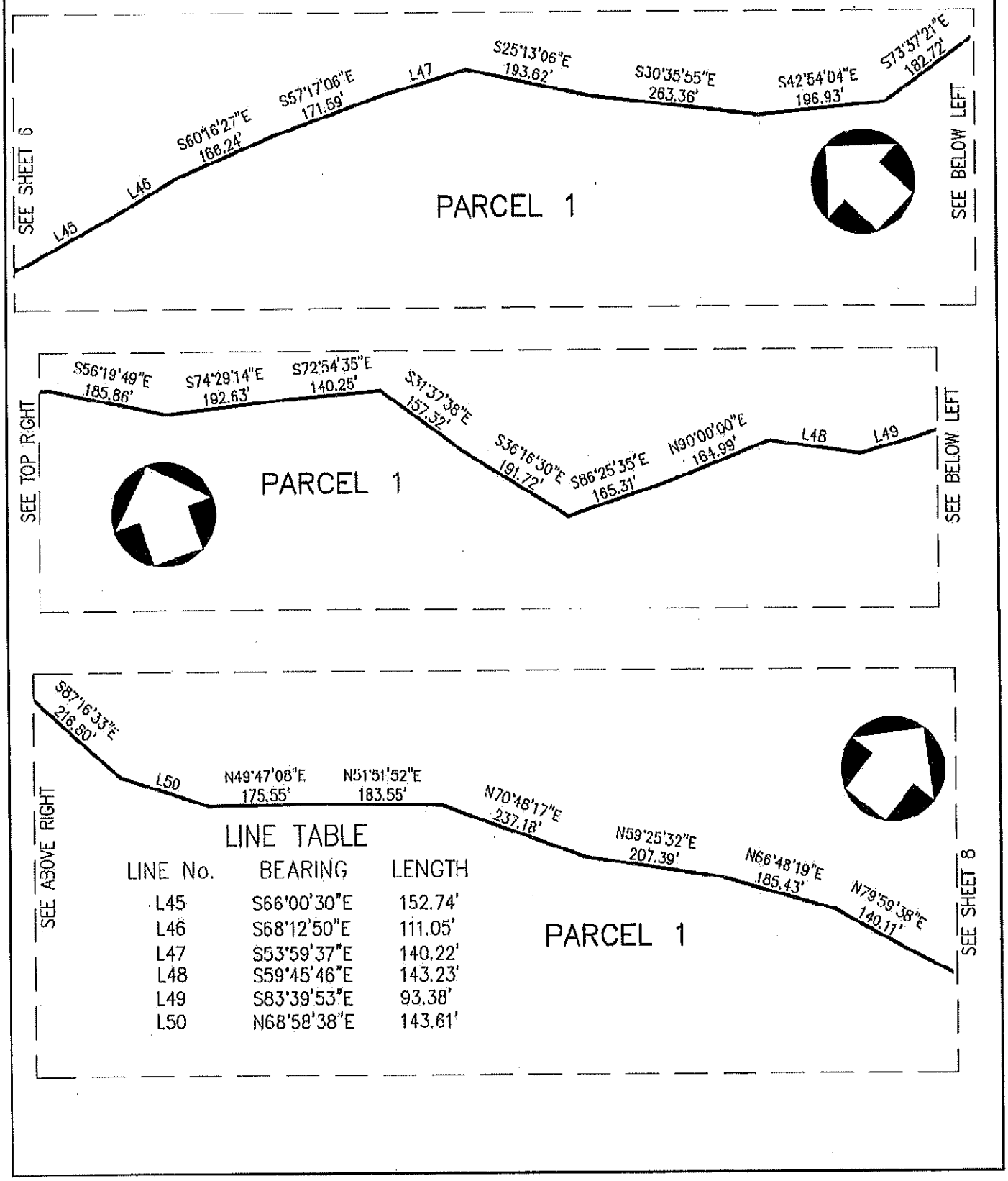
Exhibit D - Depiction of Tejon Property

SCALE: 1"=200'

SHEET 7 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L45	S66°00'30"E	152.74'
L46	S68°12'50"E	111.05'
L47	S53°59'37"E	140.22'
L48	S59°45'46"E	143.23'
L49	S83°39'53"E	93.38'
L50	N68°58'38"E	143.61'

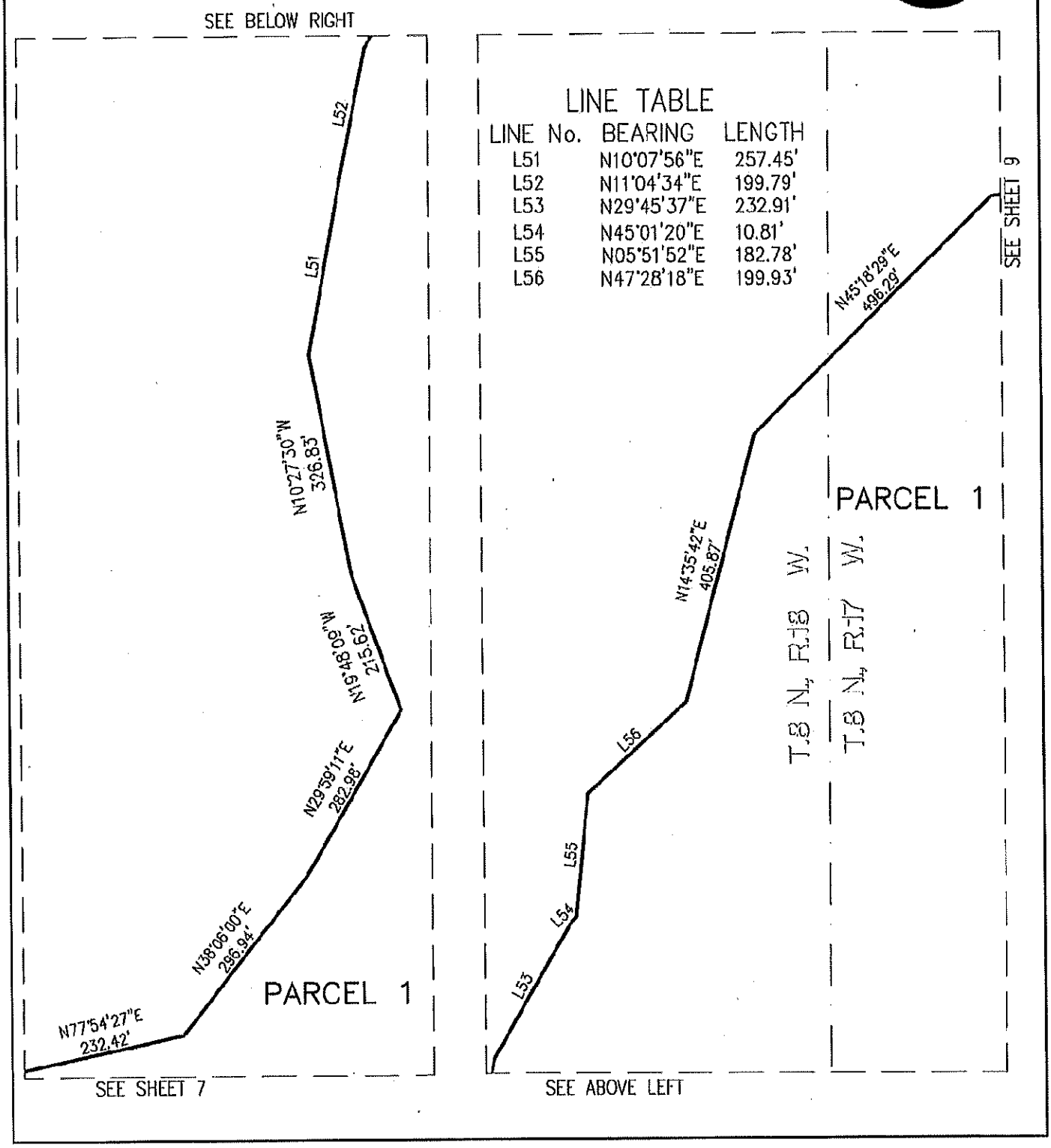
Exhibit D - Depiction of Tejon Property

SCALE: 1"=200'

SHEET 8 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L51	N10°07'56"E	257.45'
L52	N11°04'34"E	199.79'
L53	N29°45'37"E	232.91'
L54	N45°01'20"E	10.81'
L55	N05°51'52"E	182.78'
L56	N47°28'18"E	199.93'

Exhibit D - Depiction of Tejon Property

SCALE: 1"=400'

SHEET 9 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA

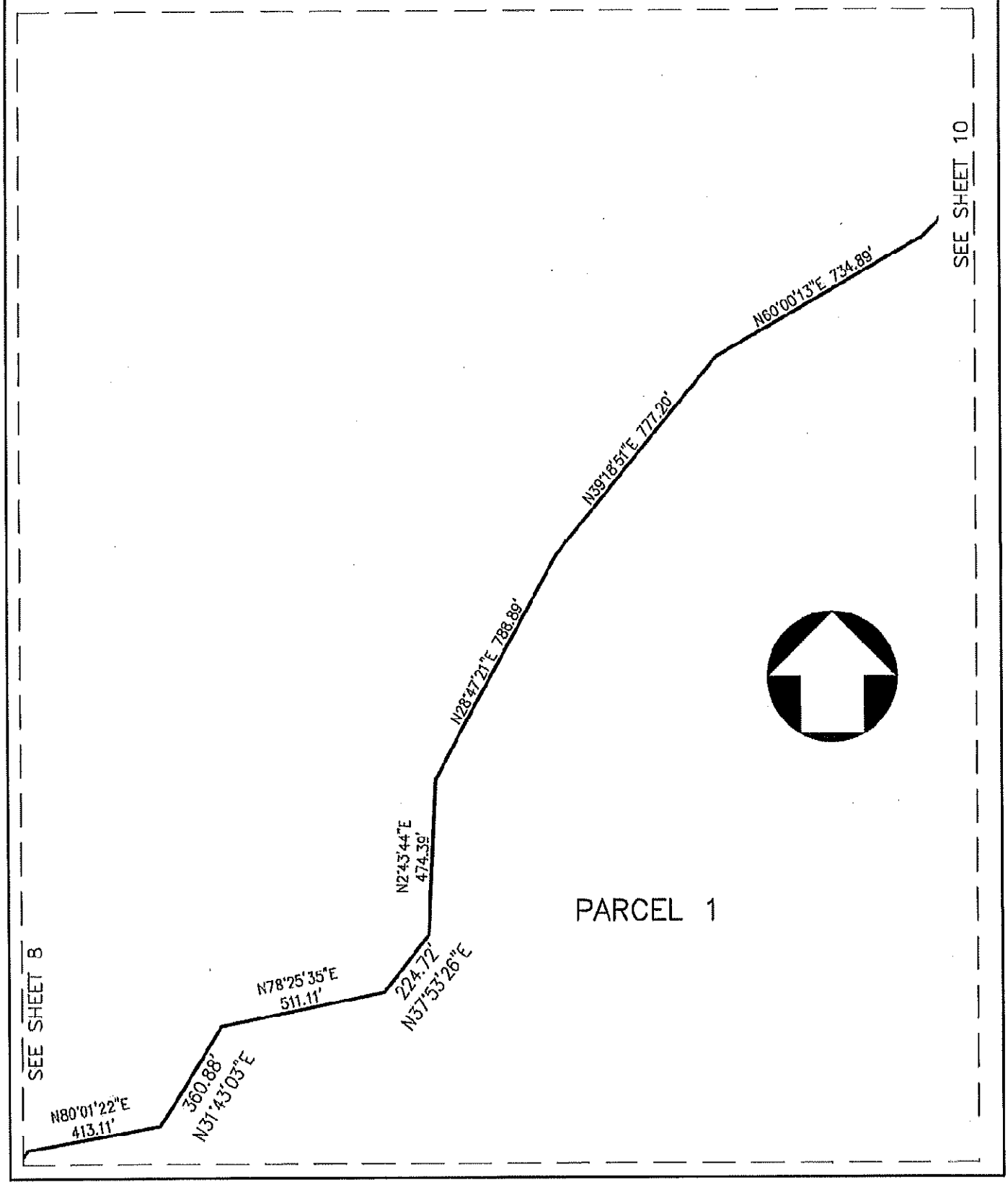


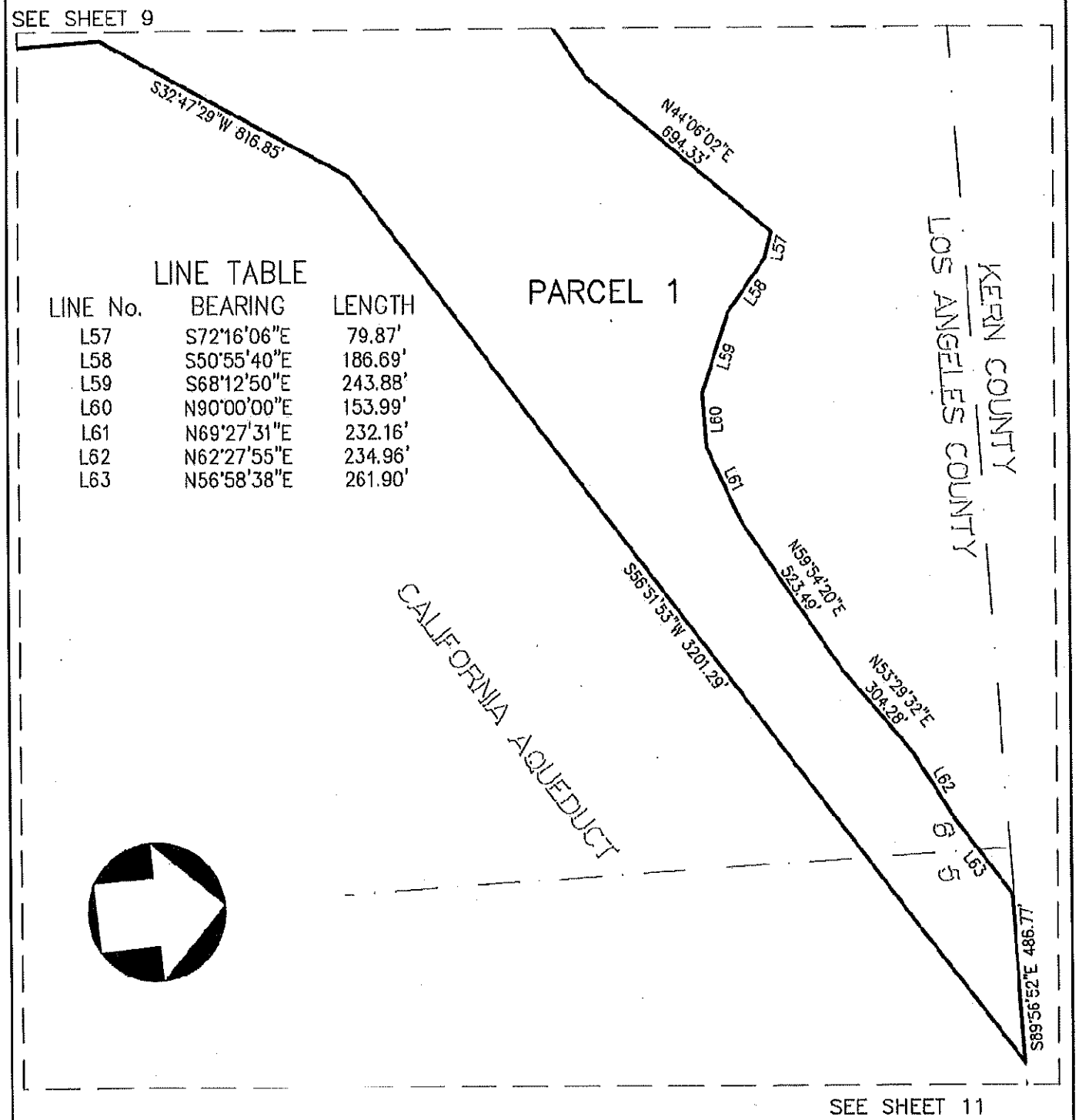
Exhibit D - Depiction of Tejon Property

SCALE: 1"=400'

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA

SHEET 10 OF 15 SHEETS



LINE TABLE

LINE No.	BEARING	LENGTH
L57	S72°16'06"E	79.87'
L58	S50°55'40"E	186.69'
L59	S68°12'50"E	243.88'
L60	N90°00'00"E	153.99'
L61	N69°27'31"E	232.16'
L62	N62°27'55"E	234.96'
L63	N56°58'38"E	261.90'

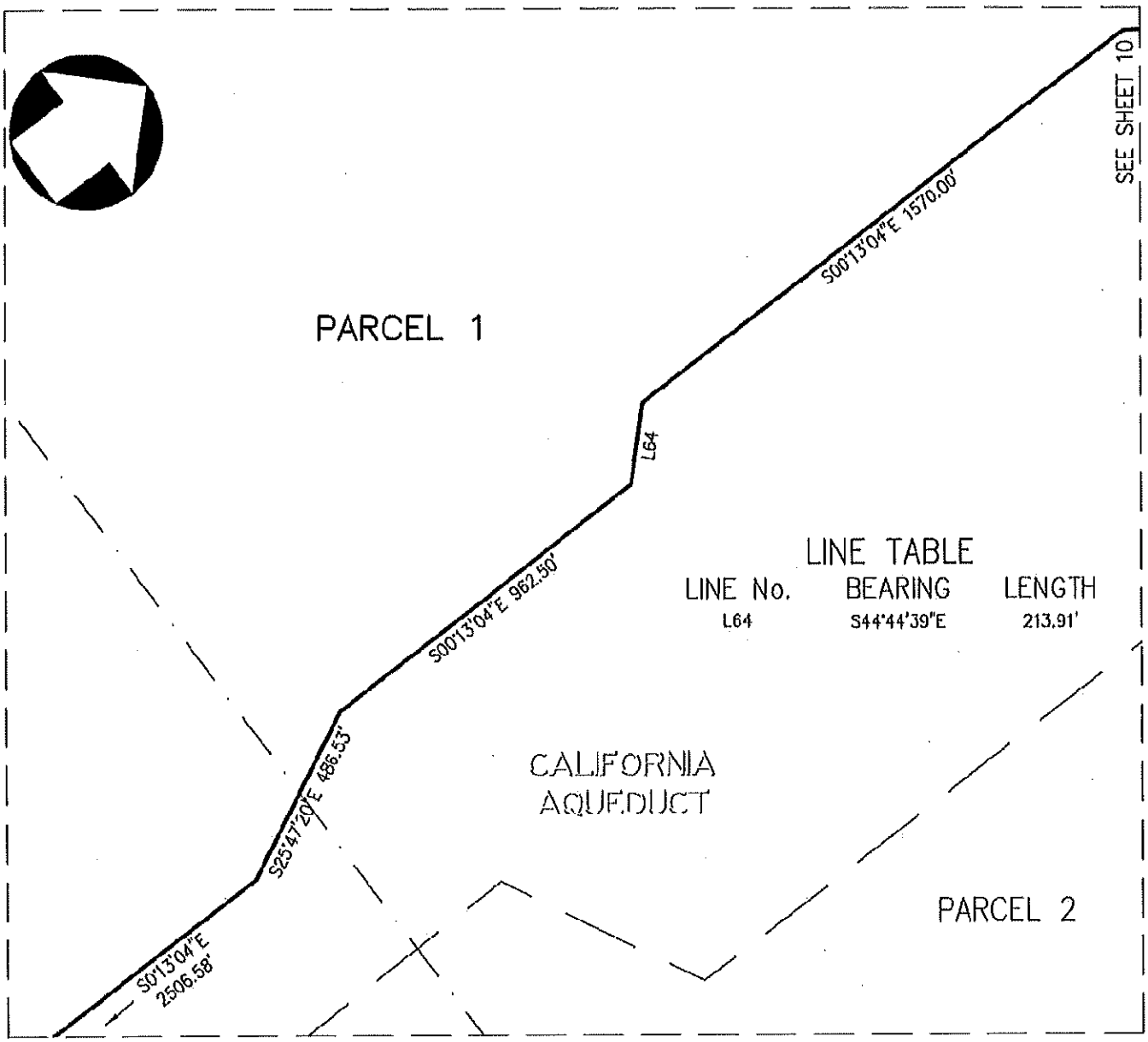
Exhibit D - Depiction of Tejon Property

SCALE: 1"=200'

SHEET 11 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L64	S44°44'39"E	213.91'

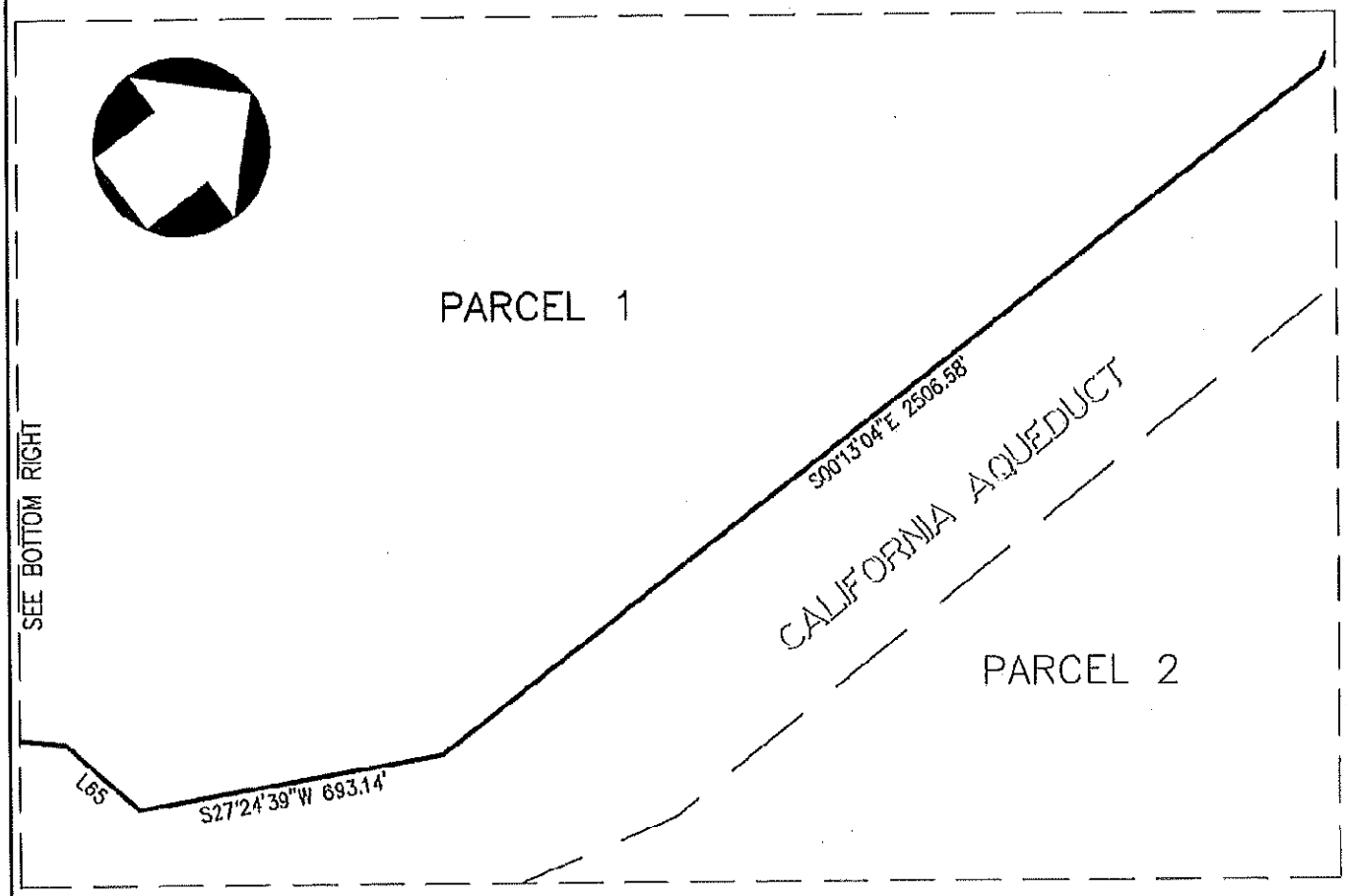
Exhibit D - Depiction of Tejon Property

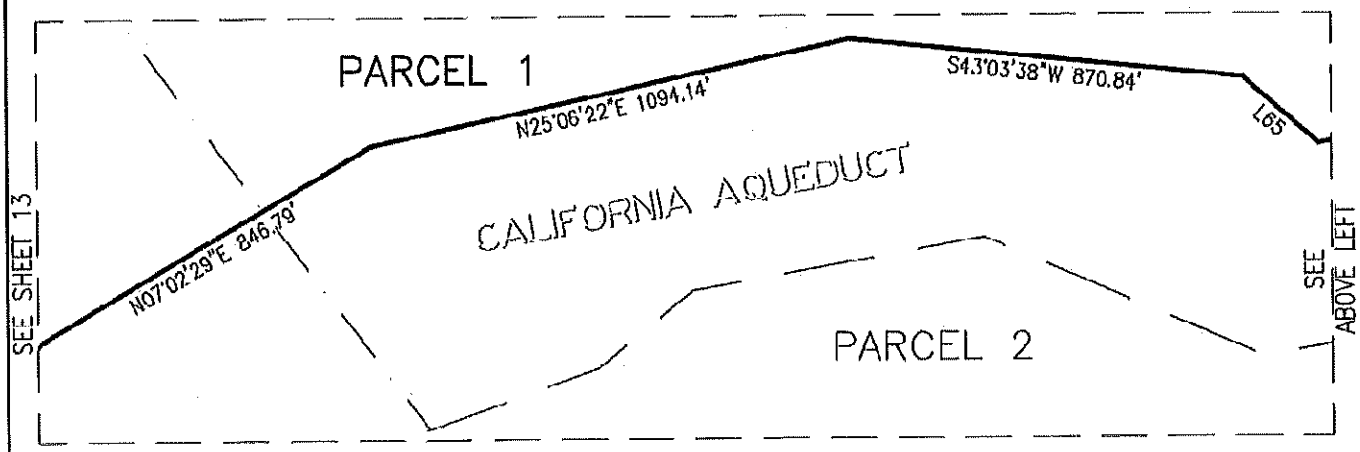
SCALE: 1"=400'

SHEET 12 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF LOS ANGELES, STATE OF CALIFORNIA





LINE TABLE

LINE No.	BEARING	LENGTH
L65	S78°44'25"W	223.88'

Exhibit D - Depiction of Tejon Property

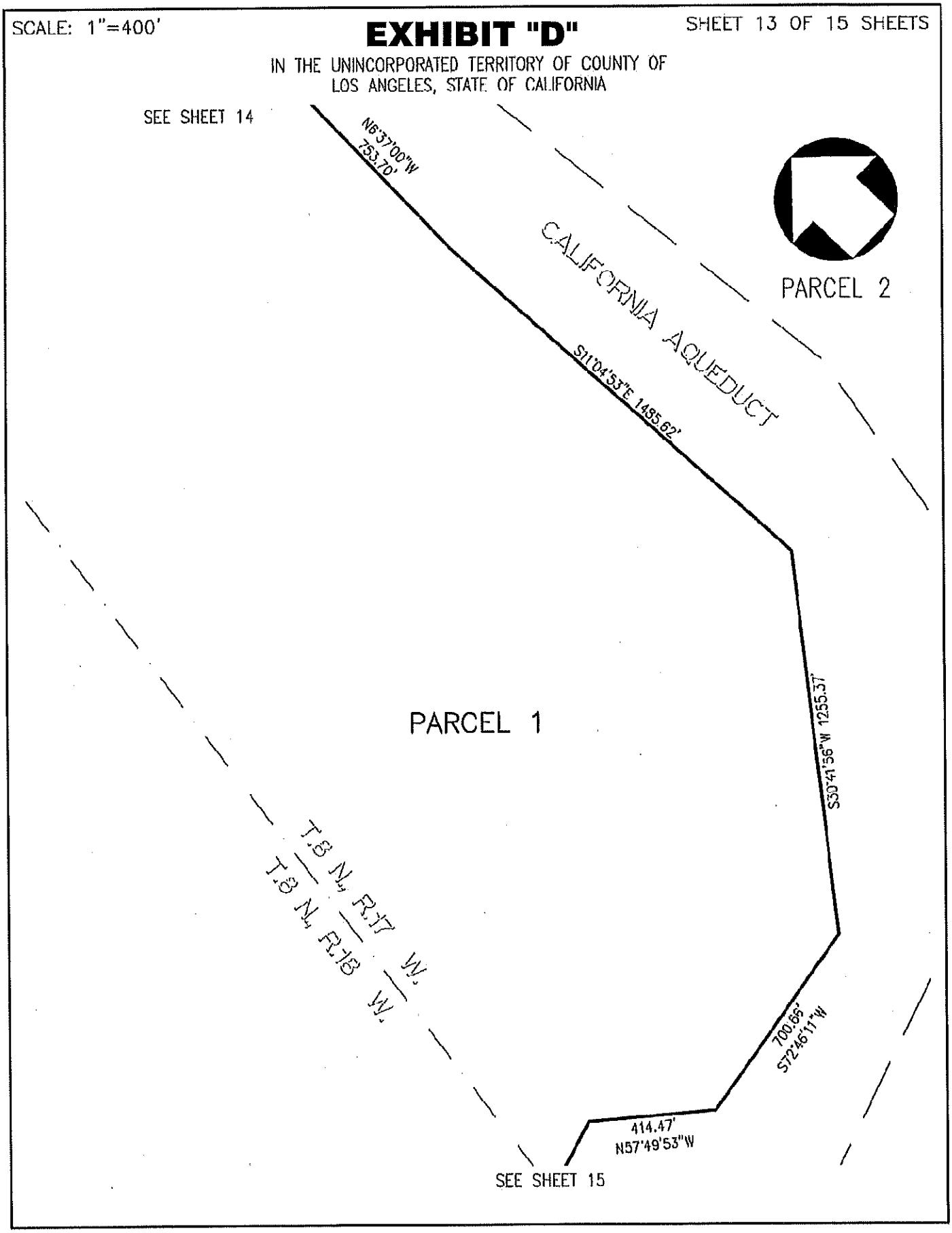


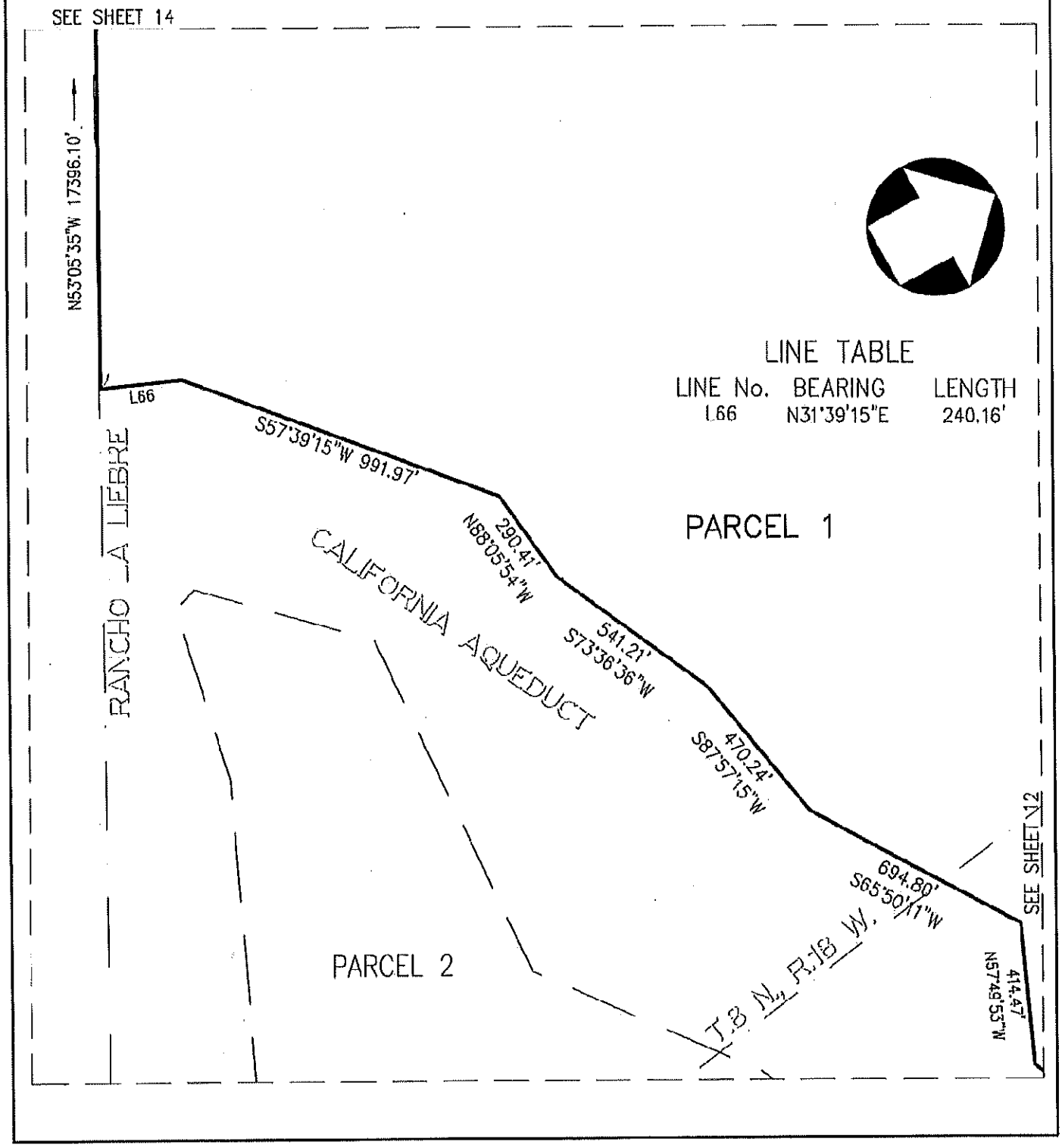
Exhibit D - Depiction of Tejon Property

SCALE: 1"=400'

SHEET 14 OF 15 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L66	N31°39'15"E	240.16'

Exhibit D - Depiction of Tejon Property

SCALE: 1"=2000'

EXHIBIT "D"

SHEET 15 OF 15 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

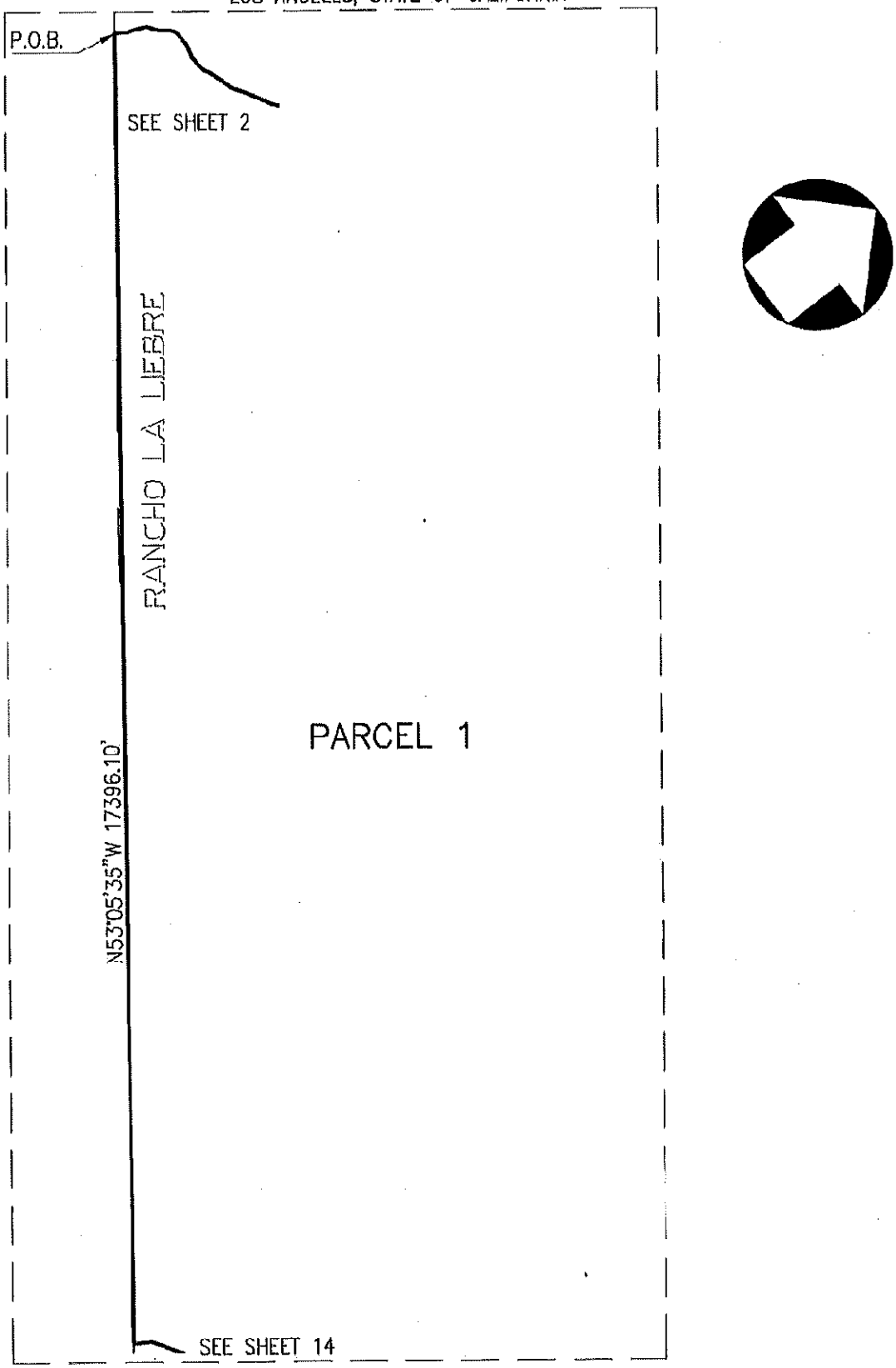


Exhibit D - Depiction of Tejon Property

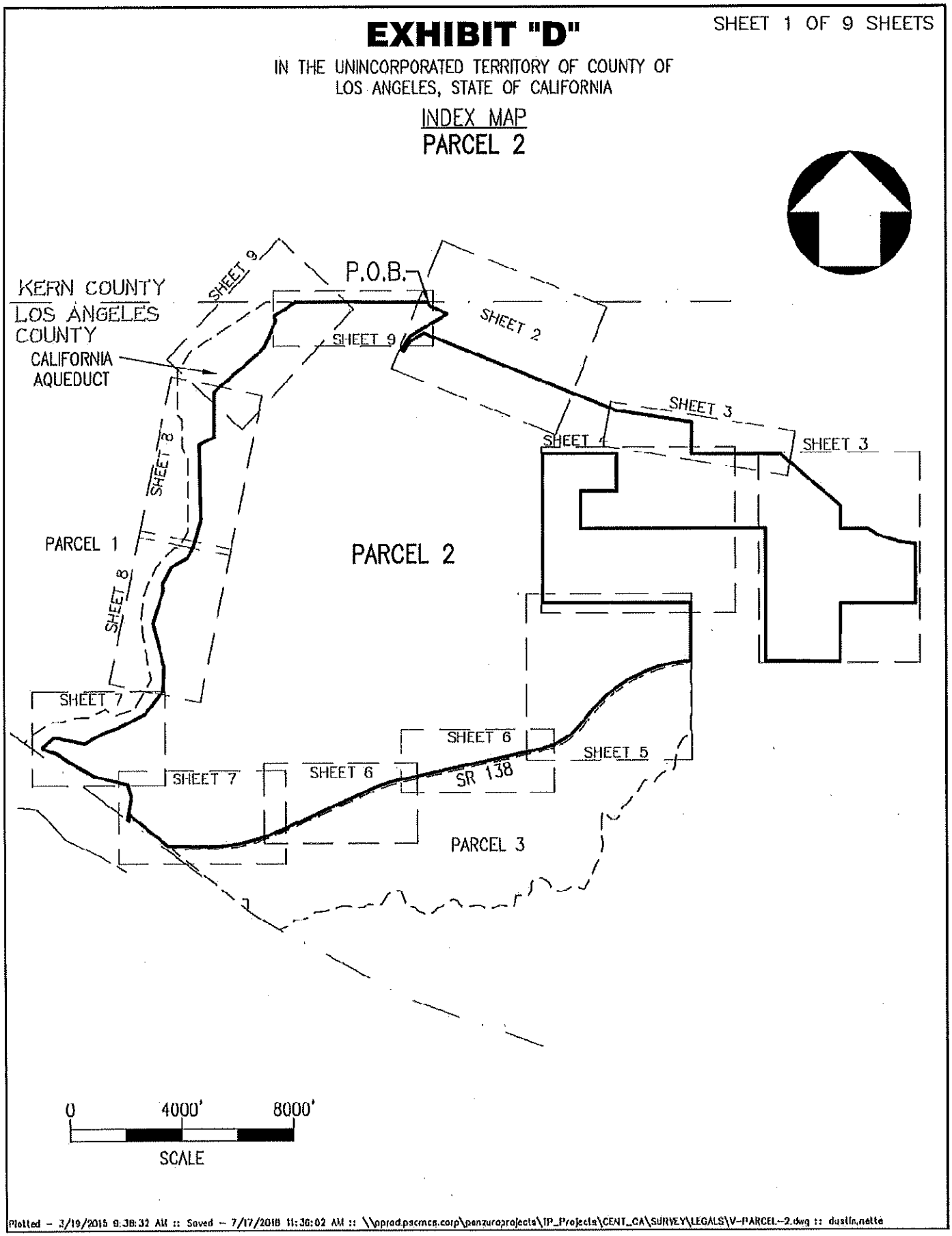


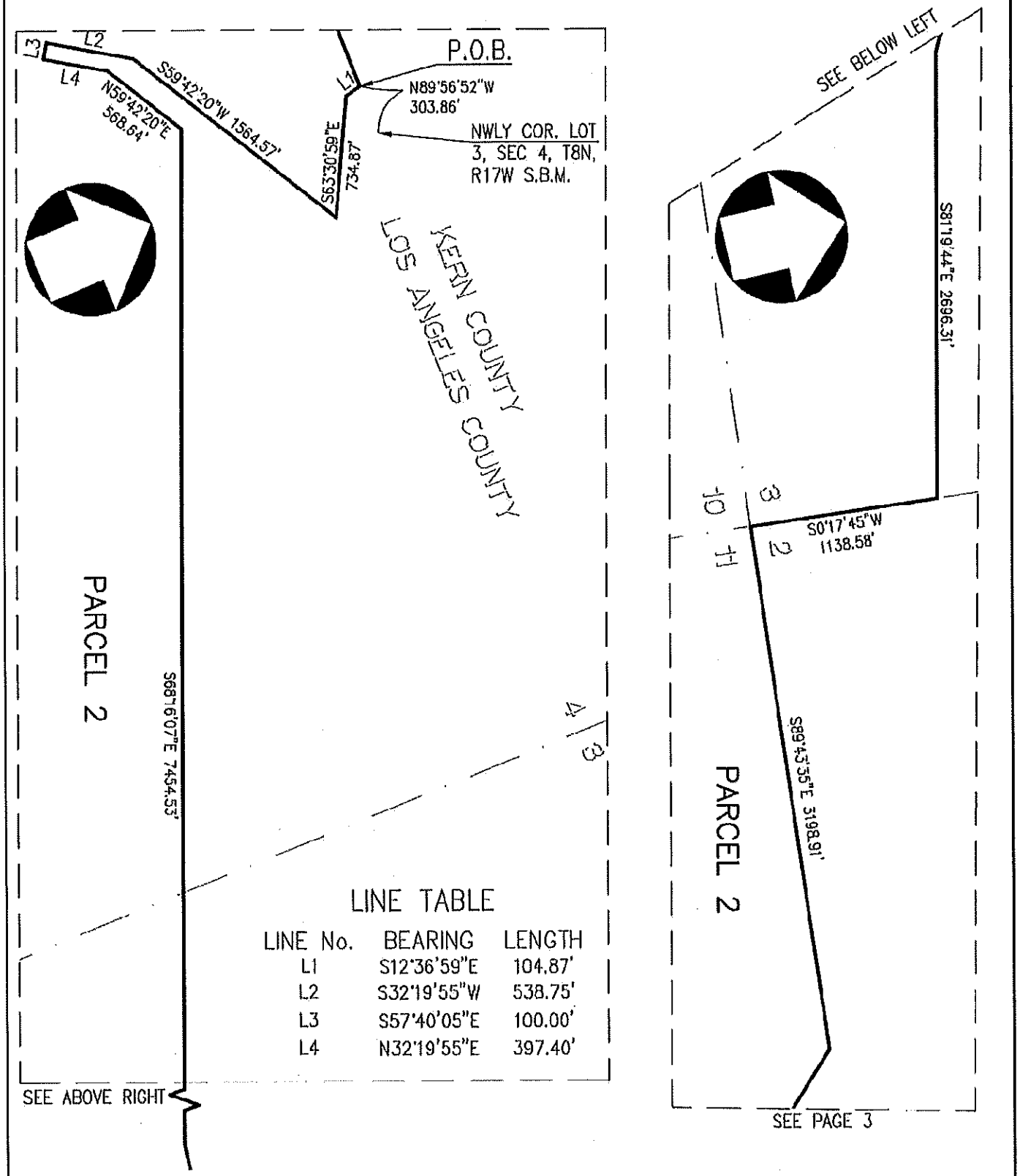
Exhibit D - Depiction of Tejon Property

SCALE: 1"=800'

SHEET 2 OF 9 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L1	S12°36'59"E	104.87'
L2	S32°19'55"W	538.75'
L3	S57°40'05"E	100.00'
L4	N32°19'55"E	397.40'

Plotted – 3/19/2015 9:38:32 AM :: Saved – 7/17/2010 11:36:02 AM :: \\gradcsiones.com\personal\dpalla\IT_Projects\CONT_CA\SURVEY\LEGALS\V-PARCEL-2.dwg :: dustin.palla

Exhibit D - Depiction of Tejon Property

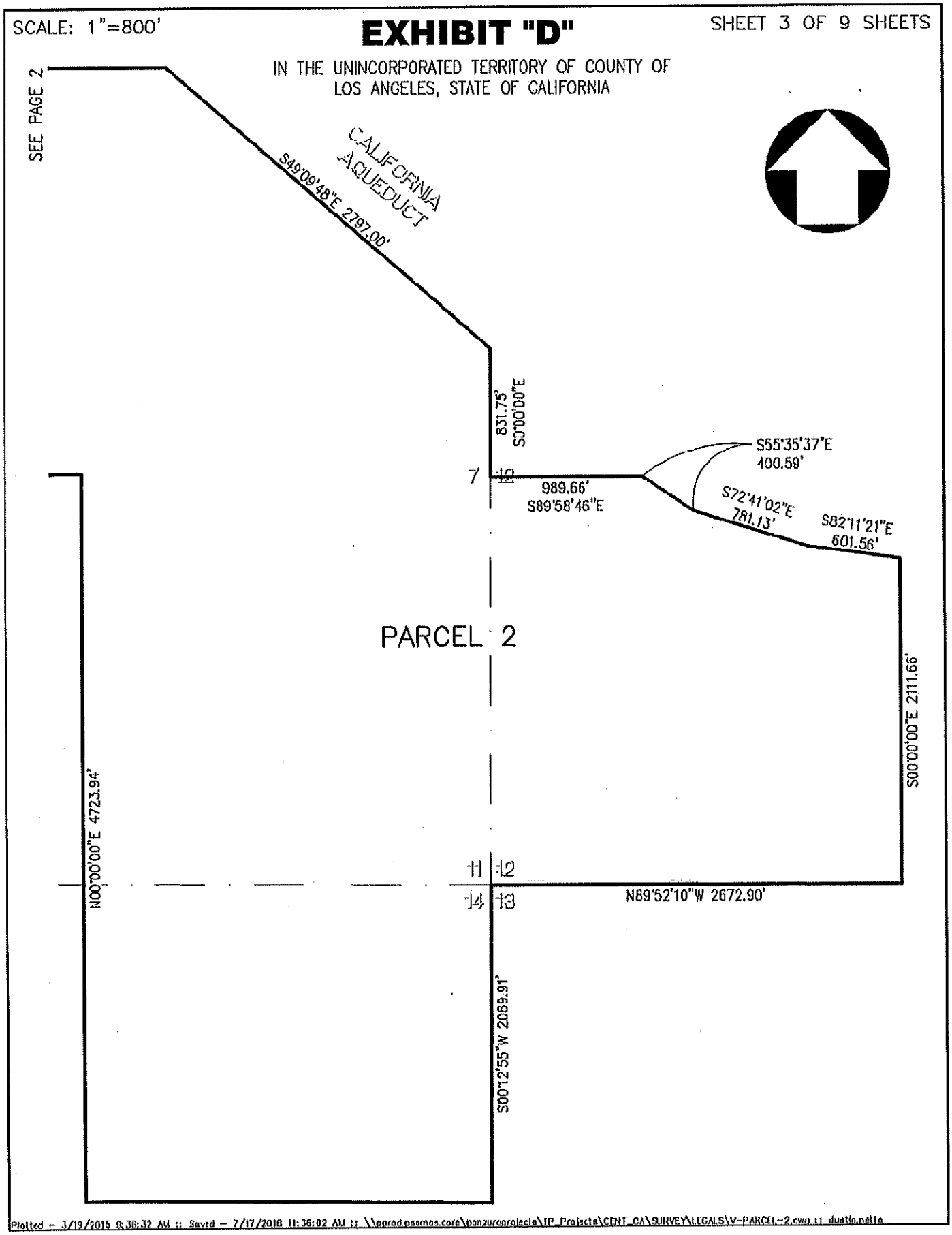


Exhibit D - Depiction of Tejon Property

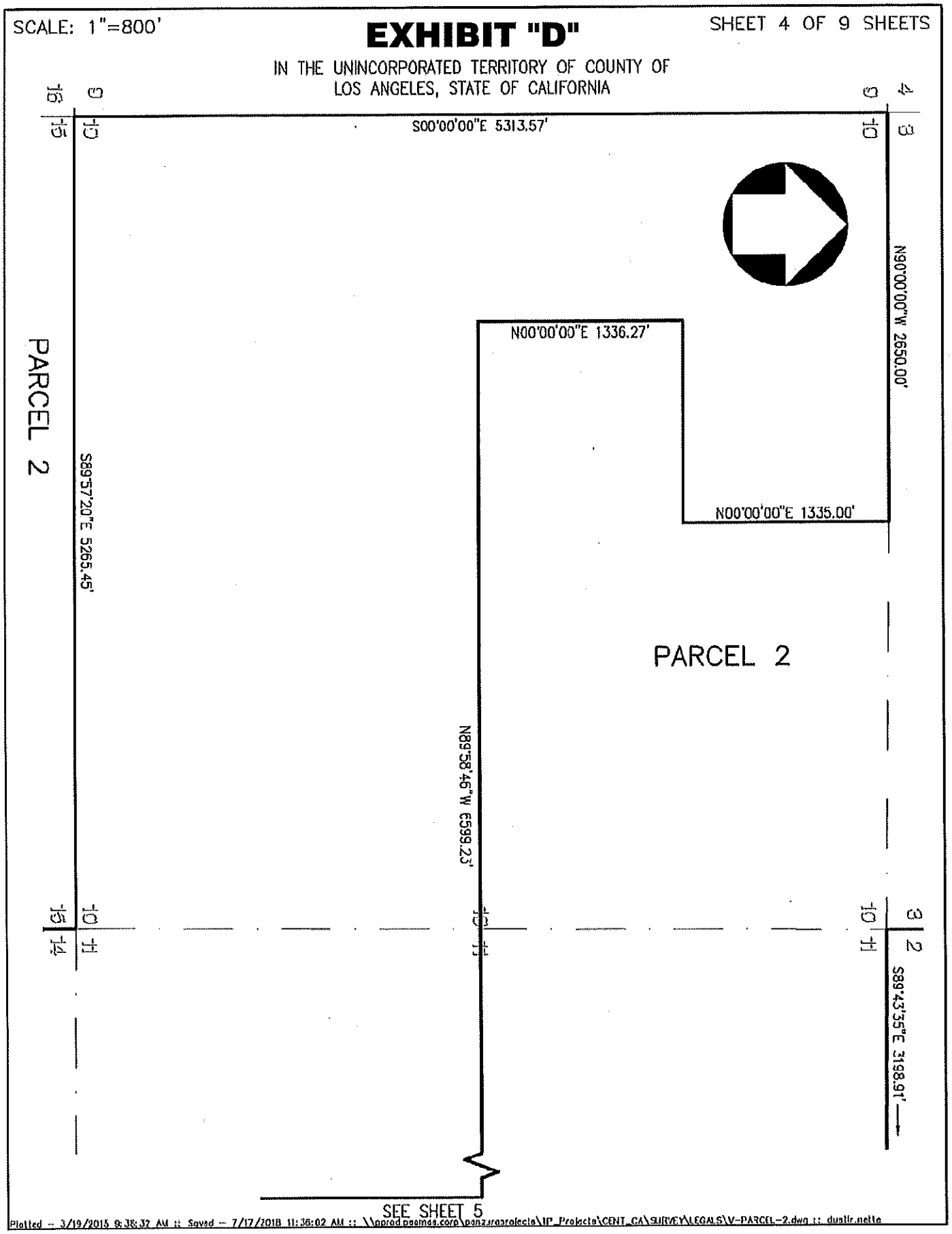


Exhibit D - Depiction of Tejon Property

SCALE: 1"=800'

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA

SHEET 5 OF 9 SHEETS

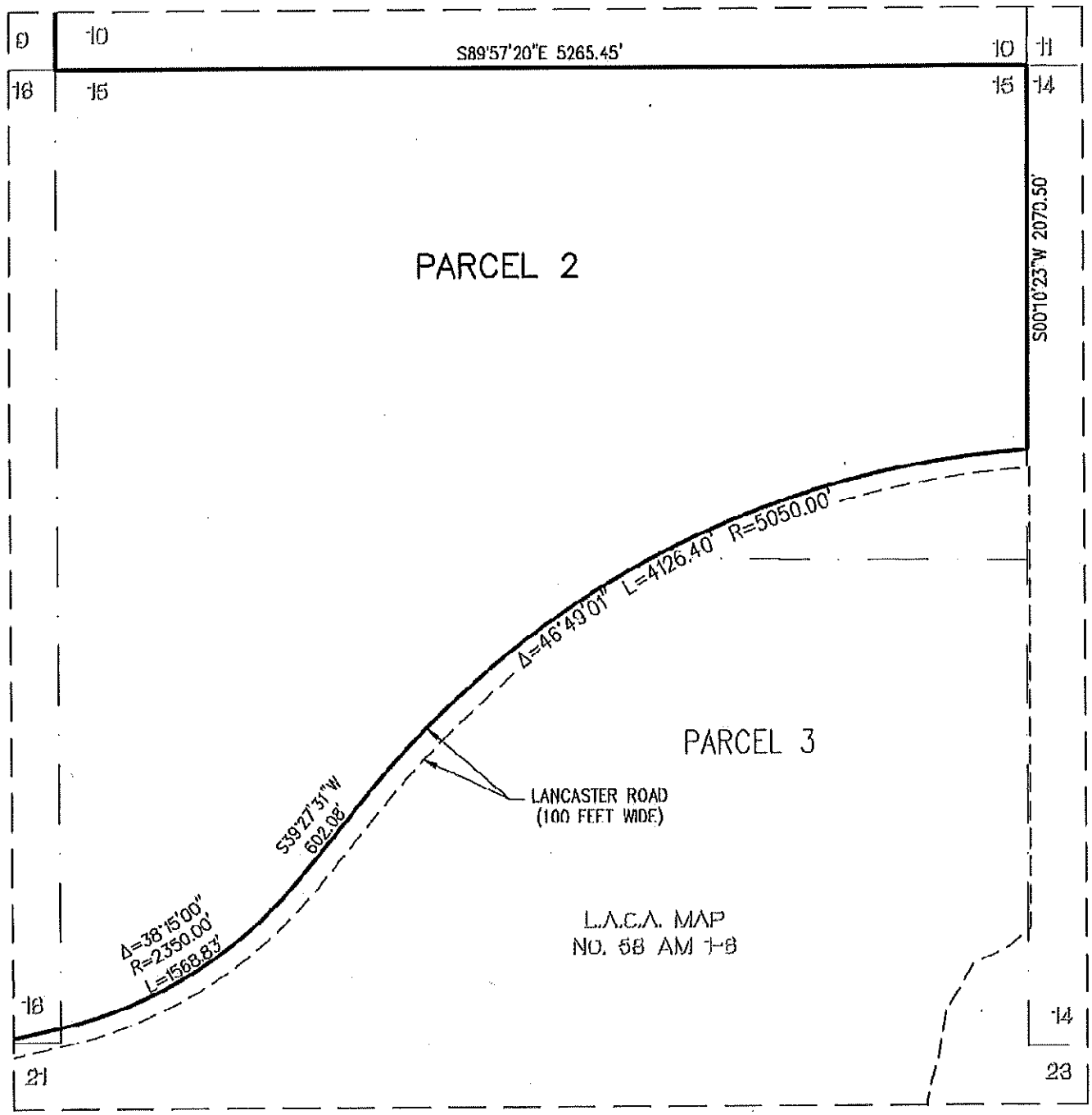


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Exhibit D - Depiction of Tejon Property

SCALE: 1"=800'

EXHIBIT "D"

SHEET 6 OF 9 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA

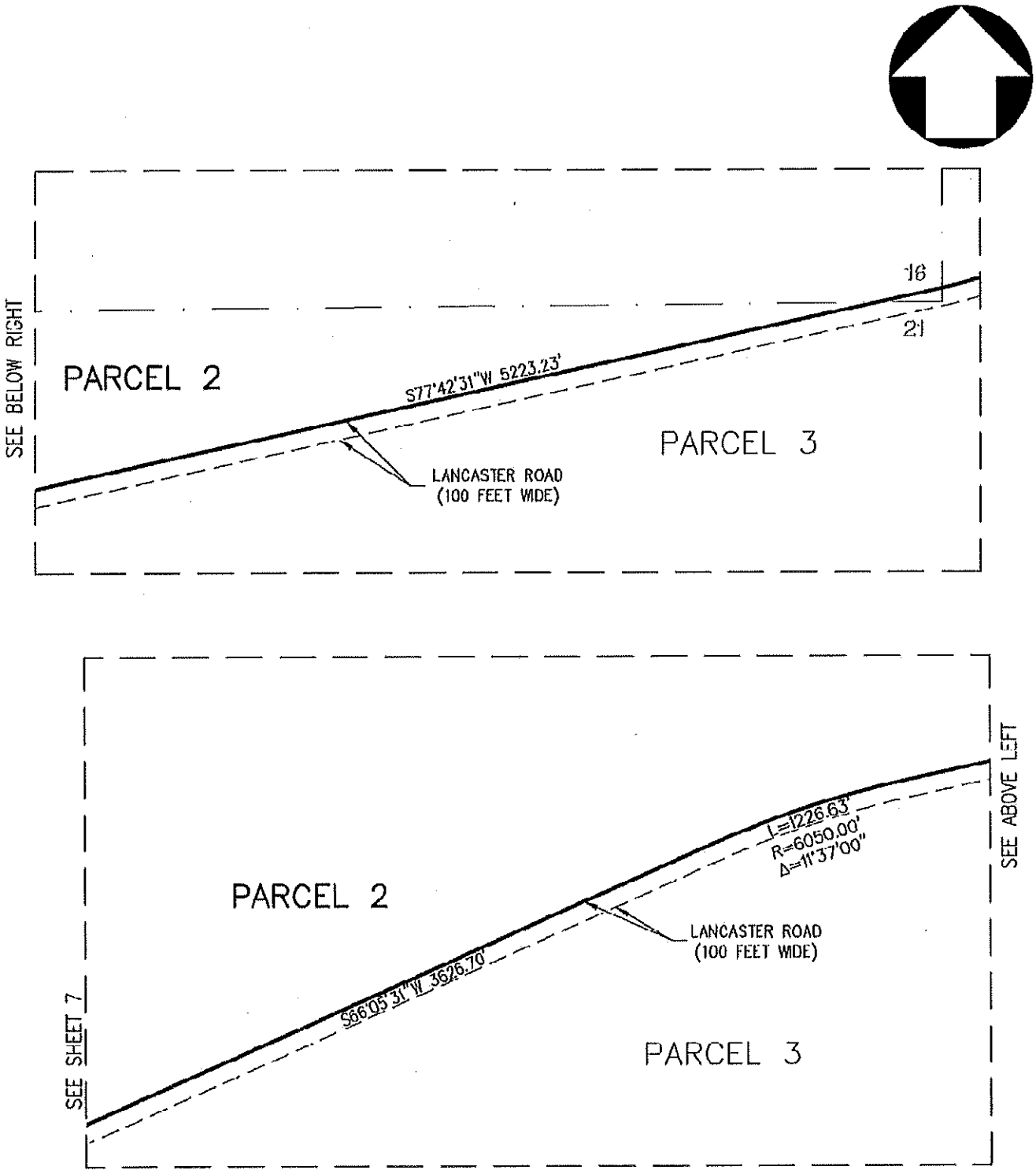

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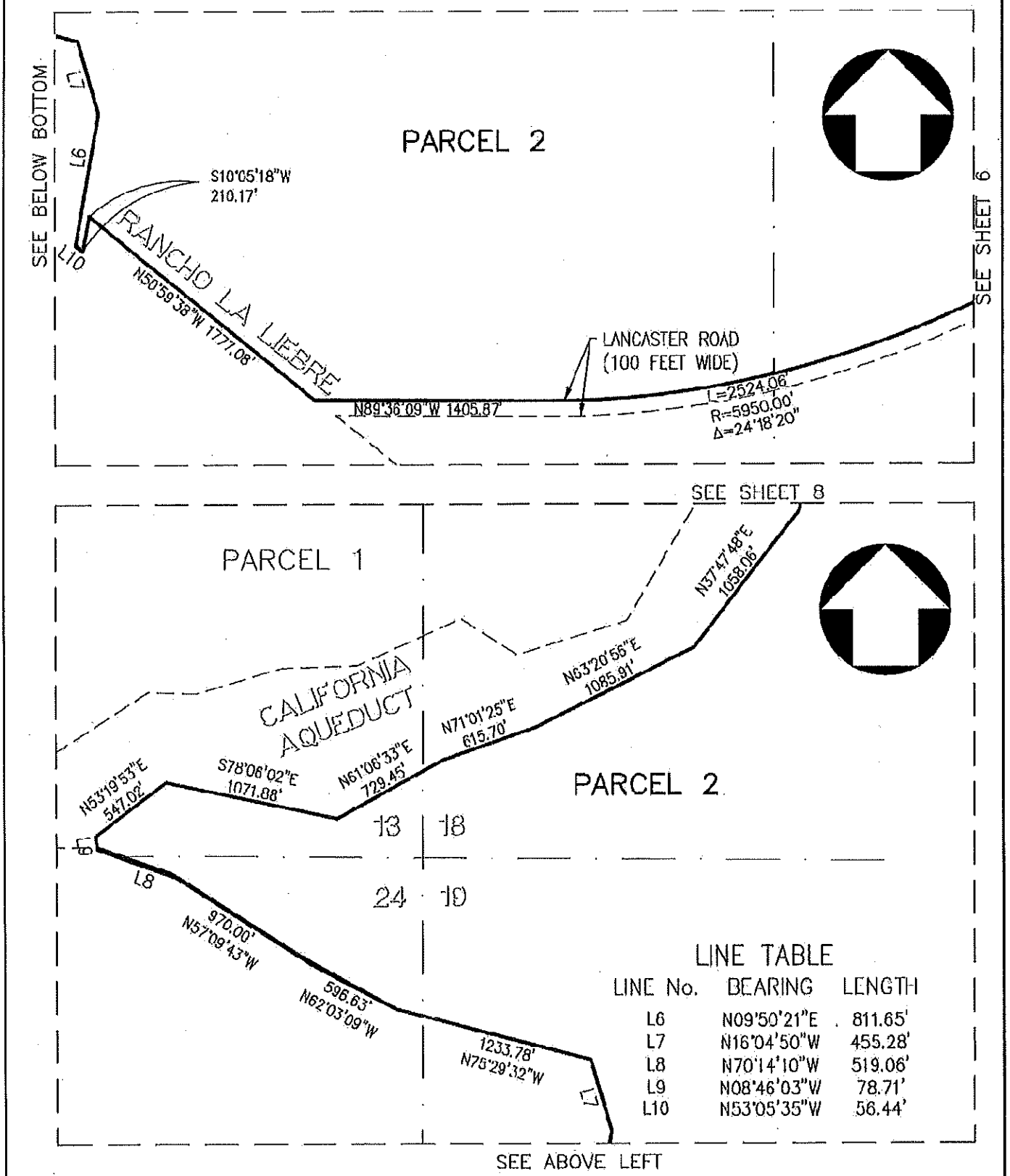
Exhibit D - Depiction of Tejon Property

SCALE: 1"=800'

EXHIBIT "D"

SHEET 7 OF 9 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L6	N09°50'21"E	811.65'
L7	N16°04'50"W	455.28'
L8	N70°14'10"W	519.06'
L9	N08°46'03"W	78.71'
L10	N53°05'35"W	56.44'

Plotted - 3/19/2015 9:38:32 AM :: Saved - 7/17/2018 11:36:02 AM :: \\prod.pscmcs.corp\penzurgprojects\CP_Projects\CENT_CA\SURVEY\LEGALS\V-PARCEL-2.dwg :: dustinnette

Exhibit D - Depiction of Tejon Property

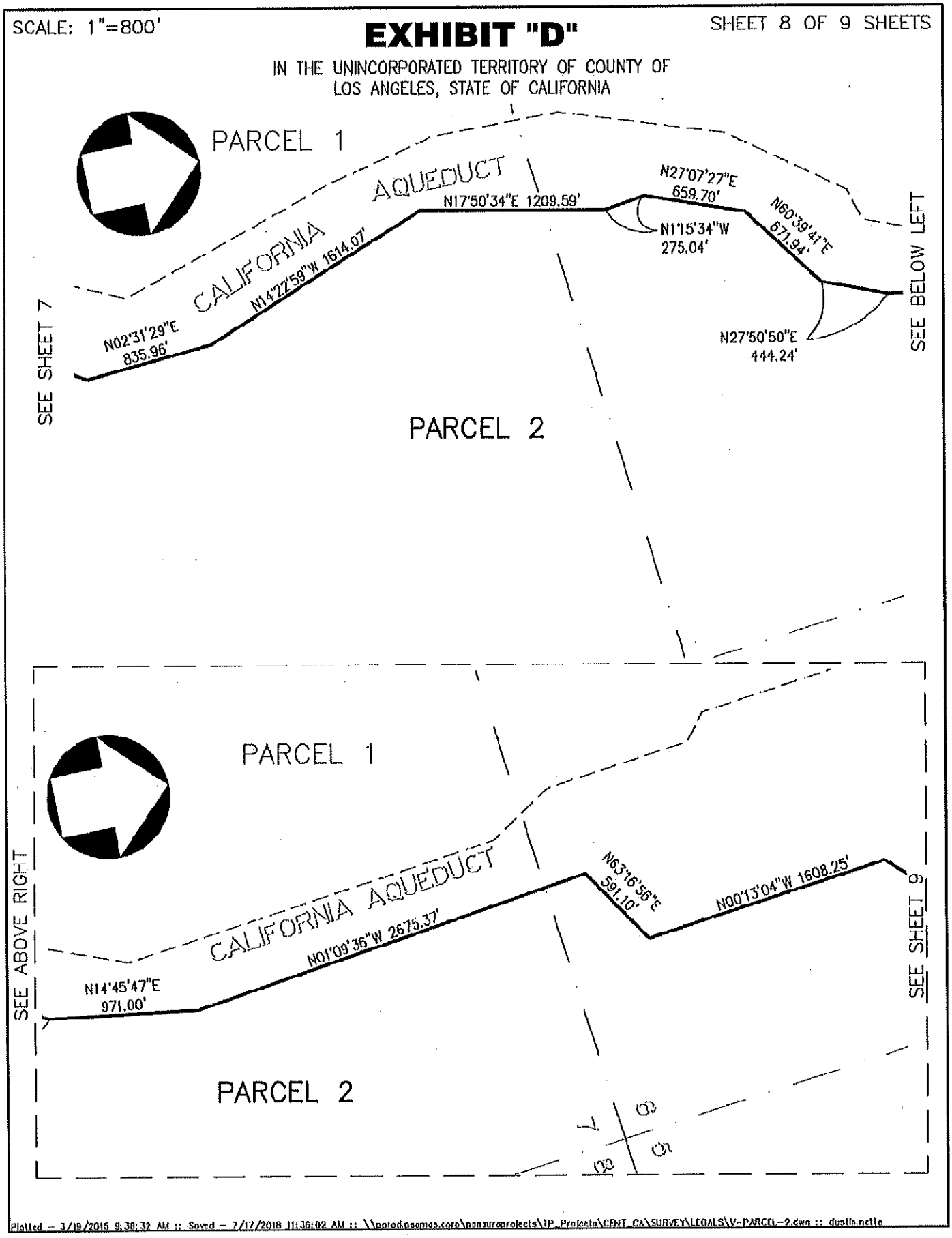


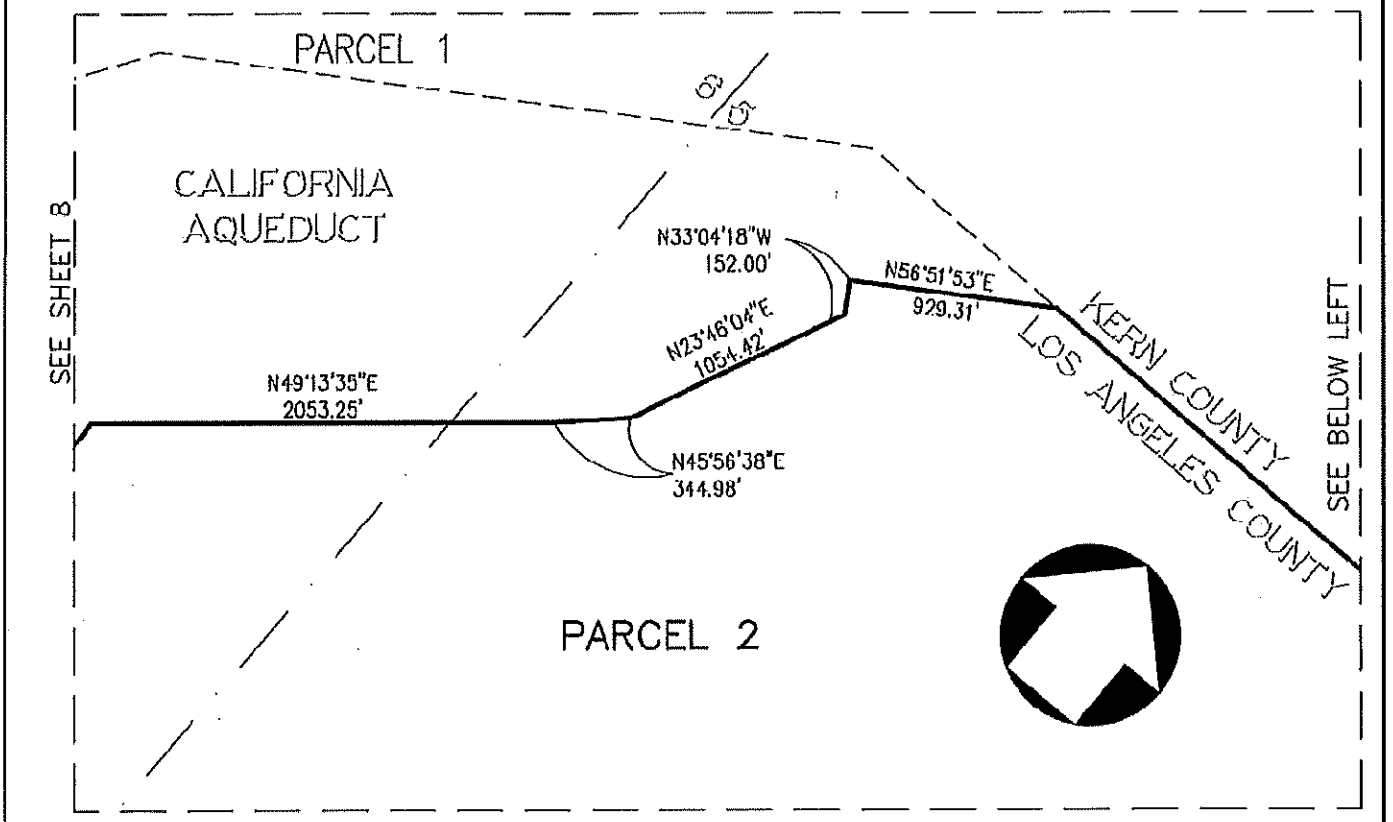
Exhibit D - Depiction of Tejon Property

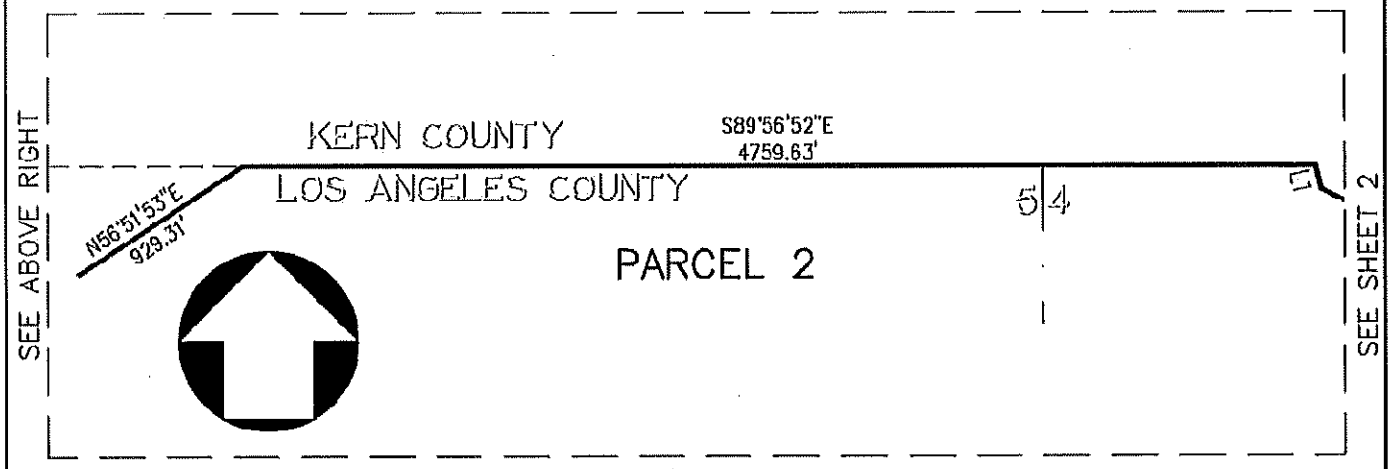
SCALE: 1"=800'

SHEET 9 OF 9 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA





LINE TABLE

LINE No.	BEARING	LENGTH
L1	S12°36'59"E	104.87'

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Exhibit D - Depiction of Tejon Property

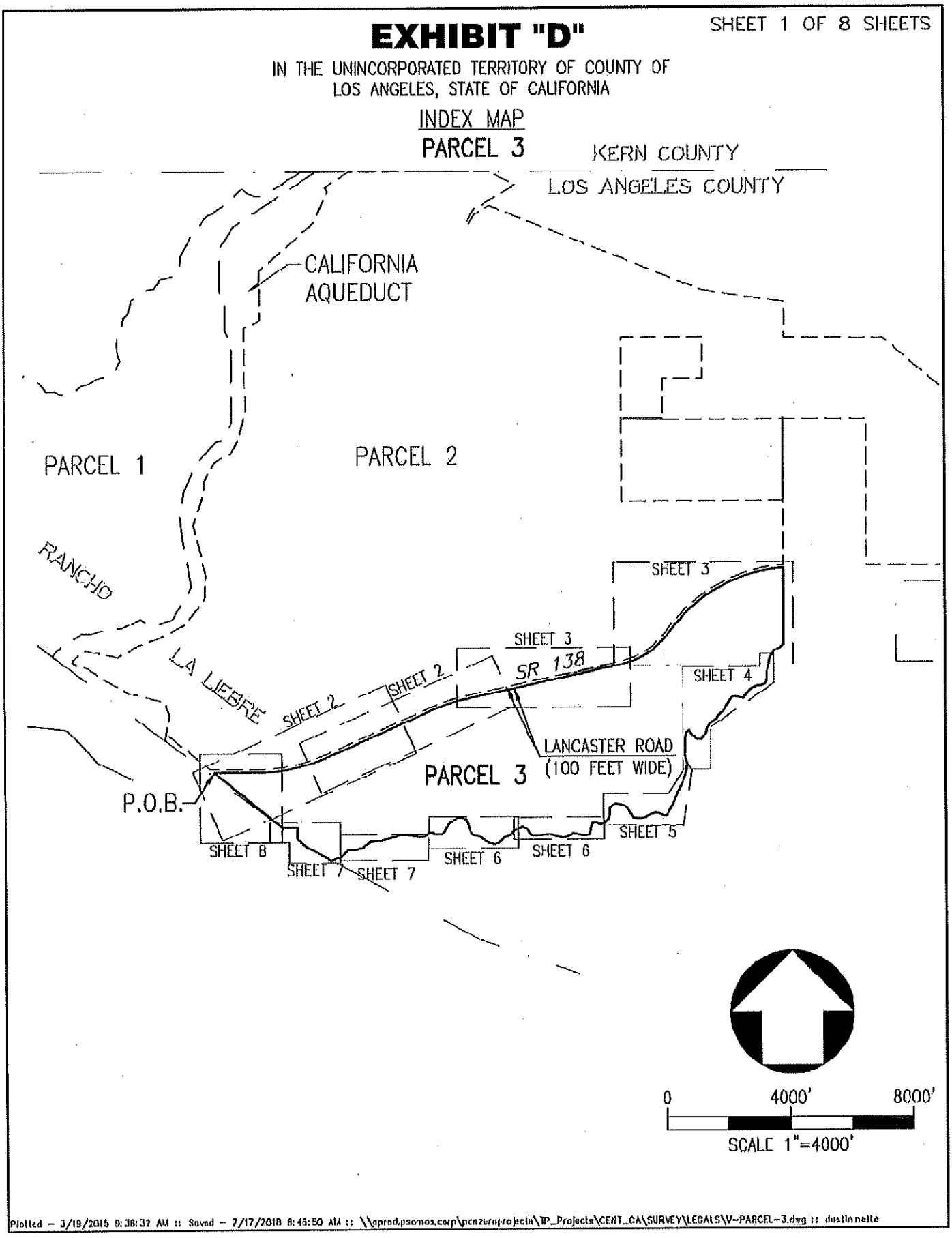

Exhibit D - Depiction of Tejon Property

SCALE: 1"=800'

EXHIBIT "D"

SHEET 2 OF 8 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA

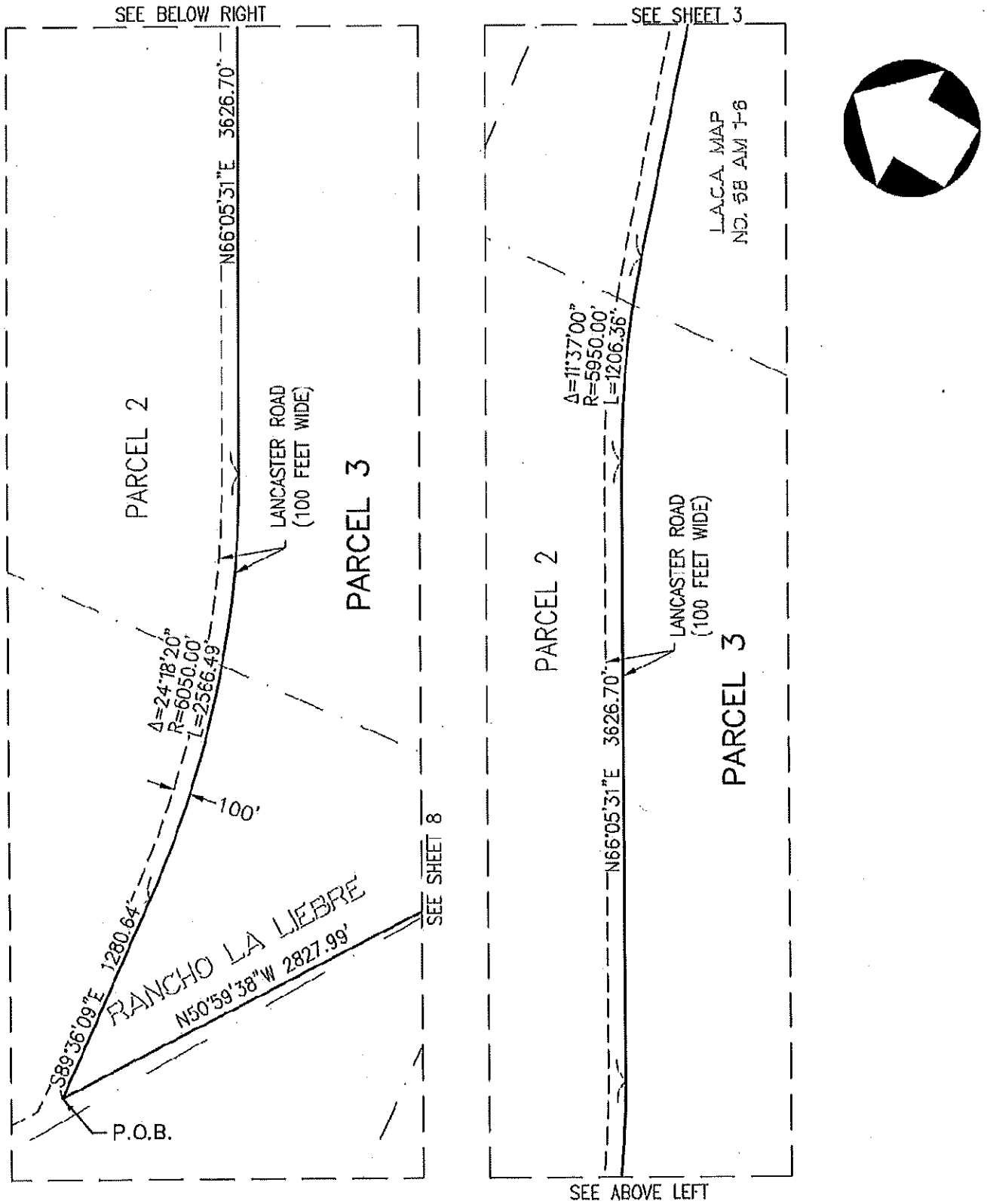

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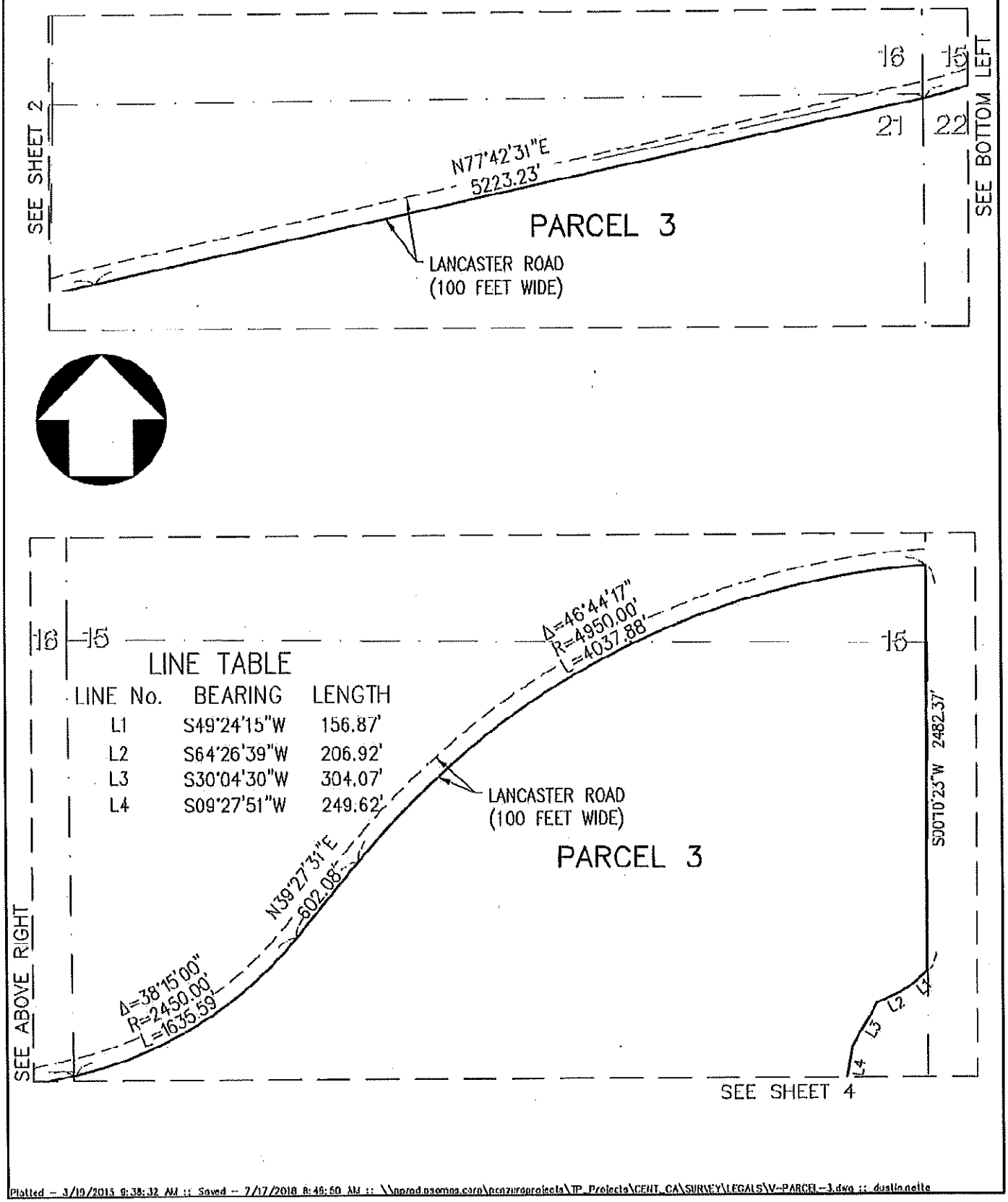
Exhibit D - Depiction of Tejon Property

SCALE: 1"=800'

SHEET 3 OF 8 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L1	S49°24'15"W	156.87'
L2	S64°26'39"W	206.92'
L3	S30°04'30"W	304.07'
L4	S09°27'51"W	249.62'

Plotted – 3/19/2015 9:38:32 AM :: Saved – 7/17/2018 8:46:50 AM :: \\nprod.nsomna.corp\pcnzuroprojects\TP_Projects\CENT_CA\SURVEY\LEGALS\V-PARCEL-3.dwg :: dustin.nelle

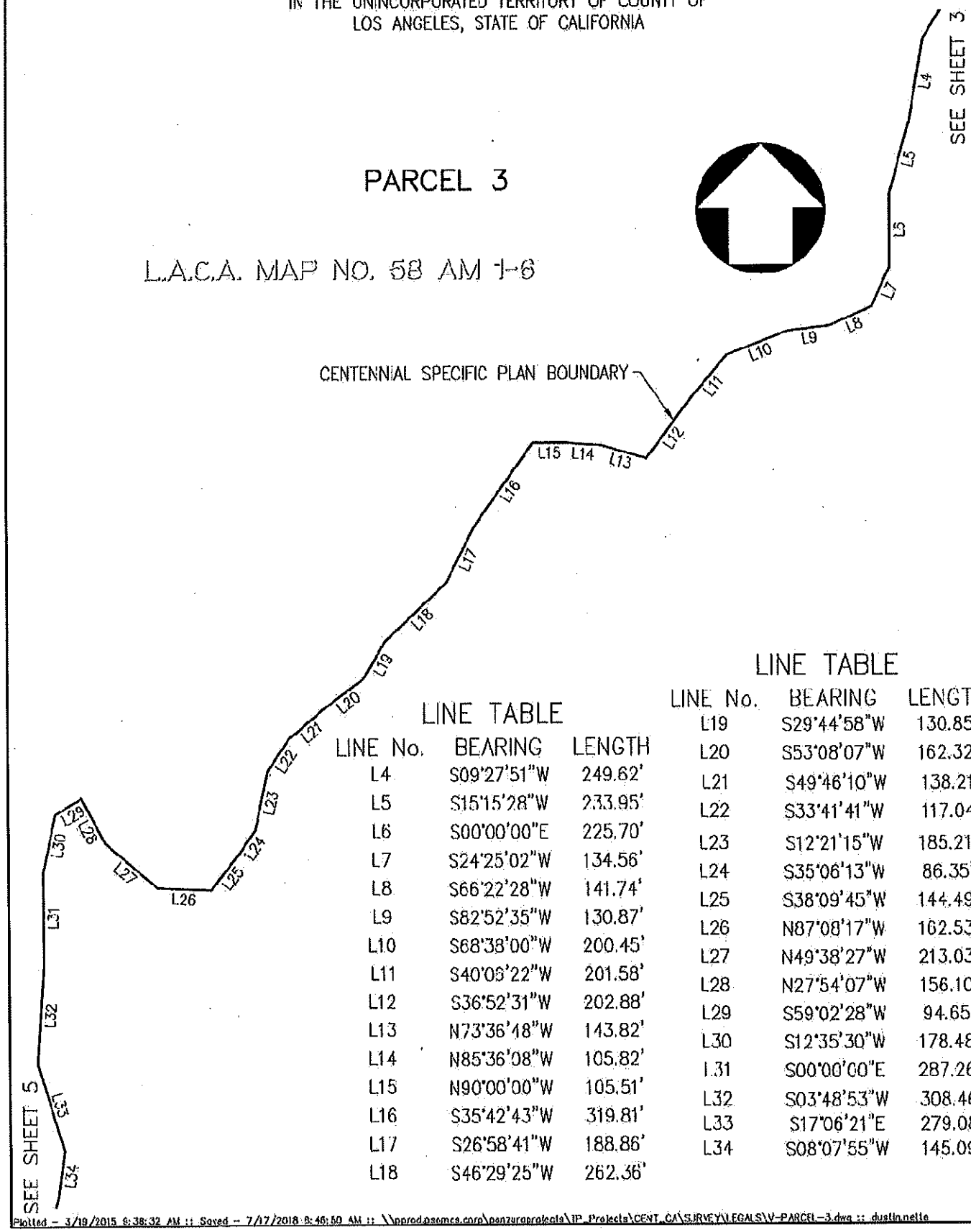
Exhibit D - Depiction of Tejon Property

SCALE: 1"=400'

EXHIBIT "D"

SHEET 4 OF 8 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L4	S09°27'51"W	249.62'
L5	S15°15'28"W	233.95'
L6	S00°00'00"E	225.70'
L7	S24°25'02"W	134.56'
L8	S66°22'28"W	141.74'
L9	S82°52'35"W	130.87'
L10	S68°38'00"W	200.45'
L11	S40°09'22"W	201.58'
L12	S36°52'31"W	202.88'
L13	N73°36'48"W	143.82'
L14	N85°36'08"W	105.82'
L15	N90°00'00"W	105.51'
L16	S35°42'43"W	319.81'
L17	S26°58'41"W	188.86'
L18	S46°29'25"W	262.36'

LINE TABLE

LINE No.	BEARING	LENGTH
L19	S29°44'58"W	130.85'
L20	S53°08'07"W	162.32'
L21	S49°46'10"W	138.21'
L22	S33°41'41"W	117.04'
L23	S12°21'15"W	185.21'
L24	S35°06'13"W	86.35'
L25	S38°09'45"W	144.49'
L26	N87°08'17"W	162.53'
L27	N49°38'27"W	213.03'
L28	N27°54'07"W	156.10'
L29	S59°02'28"W	94.65'
L30	S12°35'30"W	178.48'
L31	S00°00'00"E	287.26'
L32	S03°48'53"W	308.46'
L33	S17°06'21"E	279.08'
L34	S08°07'55"W	145.09'

Plotted – 3/19/2015 6:38:32 AM :: Saved – 7/17/2018 8:46:50 AM :: \\nprod.psomcs.org\panzuroprojects\IP_Projects\CENT_CA\SURVEY\LEGALS\V-PARCEL-3.dwg :: dustin.nette

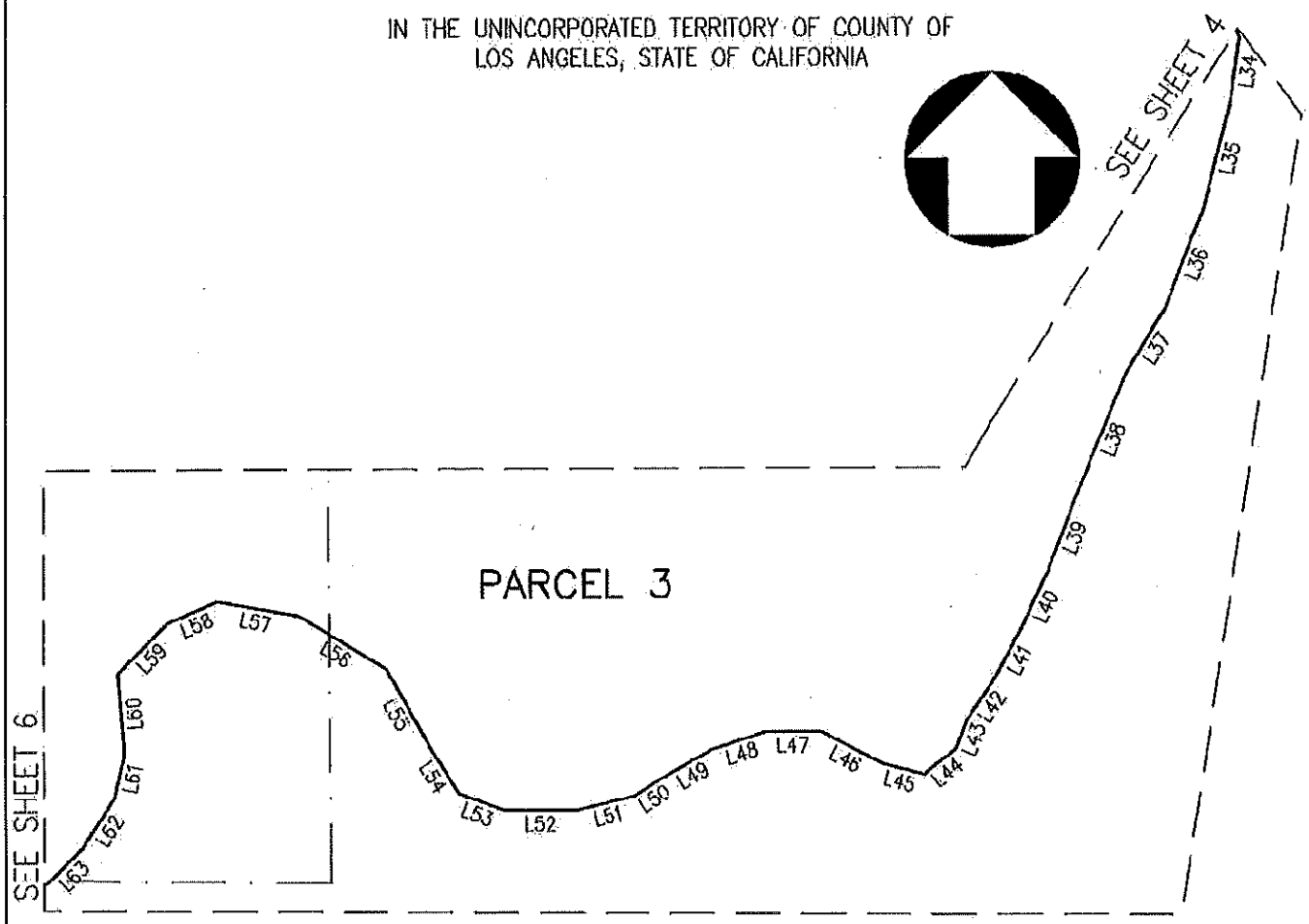
Exhibit D - Depiction of Tejon Property

SCALE: 1"=400'

EXHIBIT "D"

SHEET 5 OF 8 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L34	S08°07'55"W	145.09'
L35	S14°02'20"W	253.80'
L36	S21°16'55"W	243.65'
L37	S31°26'03"W	171.19'
L38	S22°20'55"W	297.78'
L39	S21°02'29"W	184.28'
L40	S25°05'46"W	151.13'
L41	S28°18'18"W	119.82'
L42	S33°41'43"W	117.04'
L43	S20°33'34"W	69.34'
L44	S52°07'50"W	92.53'
L45	N75°57'59"W	100.39'
L46	N62°06'26"W	156.11'
L47	N90°00'00"W	129.86'
L48	S71°34'06"W	128.33'
L49	S60°15'35"W	130.87'
L50	S57°59'59"W	76.57'
L51	S76°39'59"W	140.10'

LINE TABLE

LINE No.	BEARING	LENGTH
L52	N90°00'00"W	158.80'
L53	N69°26'52"W	113.06'
L54	N32°00'38"W	124.82'
L55	N29°02'34"W	203.95'
L56	N59°02'28"W	236.62'
L57	N80°08'10"W	189.48'
L58	S66°48'20"W	123.62'
L59	S45°00'19"W	160.68'
L60	S04°31'14"E	183.99'
L61	S12°40'20"W	103.11'
L62	S32°44'25"W	135.07'
L63	S45°00'19"W	114.77'

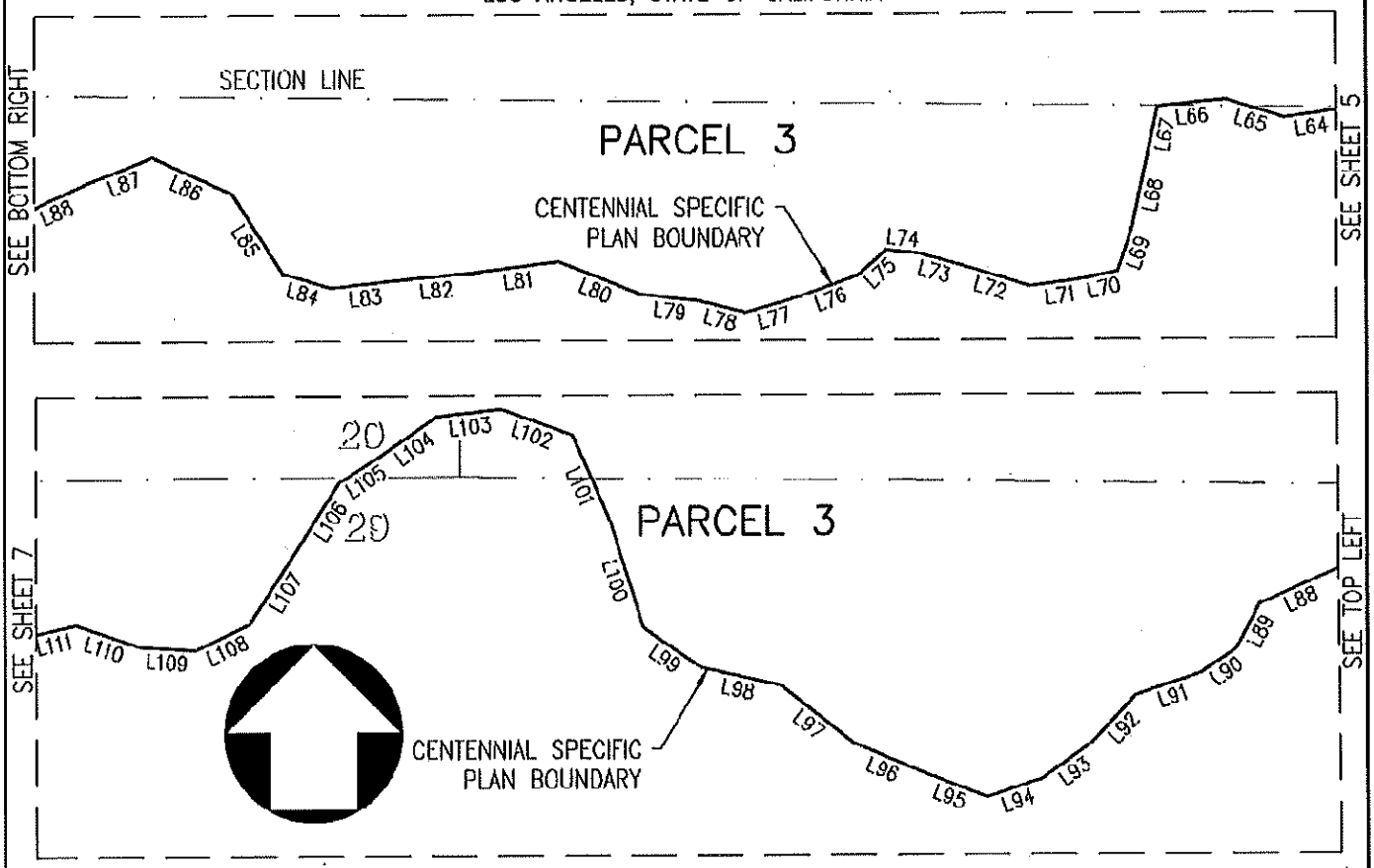
Exhibit D - Depiction of Tejon Property

SCALE: 1"=400'

SHEET 6 OF 8 SHEETS

EXHIBIT "D"

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L64	S81°52'17"W	114.78'
L65	N72°38'56"W	136.05'
L66	S83°59'31"W	155.06'
L67	S12°05'49"W	116.19'
L68	S11°53'28"W	157.56'
L69	S18°26'17"W	102.65'
L70	S77°28'25"W	74.83'
L71	S82°24'25"W	122.82'
L72	N73°18'14"W	169.47'
L73	N74°44'52"W	92.54'
L74	N83°39'39"W	73.50'
L75	S48°49'11"W	86.27'
L76	S70°33'48"W	146.32'
L77	S74°03'27"W	118.17'
L78	N75°57'59"W	100.39'

LINE TABLE

LINE No.	BEARING	LENGTH
L79	N83°17'29"W	138.93'
L80	N68°38'00"W	200.45'
L81	S82°43'30"W	192.72'
L82	S84°33'38"W	171.21'
L83	S83°50'09"W	150.58'
L84	N73°35'24"W	114.68'
L85	N32°28'34"W	211.62'
L86	N65°33'36"W	196.13'
L87	S68°45'12"W	156.75'
L88	S65°46'34"W	178.00'
L89	S26°34'10"W	108.88'
L90	S55°00'46"W	99.07'
L91	S71°34'06"W	153.99'
L92	S42°42'53"W	143.58'
L93	S54°28'04"W	139.63'
L94	S71°34'05"W	128.33'
L95	N68°45'11"W	156.75'

LINE TABLE

LINE No.	BEARING	LENGTH
L96	N67°10'13"W	167.32'
L97	N51°20'44"W	207.87'
L98	N77°11'53"W	183.11'
L99	N55°29'47"W	157.58'
L100	N17°49'20"W	238.67'
L101	N23°45'12"W	221.65'
L102	N70°03'30"W	168.80'
L103	S83°39'40"W	146.99'
L104	S55°29'48"W	157.58'
L105	S57°32'01"W	105.82'
L106	S32°54'37"W	164.32'
L107	S32°28'34"W	211.62'
L108	S64°59'15"W	134.35'
L109	N86°11'12"W	122.02'
L110	N71°34'06"W	153.99'
L111	S77°54'27"W	116.21'

Plotted – 3/19/2015 9:38:32 AM :: Saved – 7/17/2018 8:48:50 AM :: \\oprad.osomos.corp\penzurorrojects\TP_Projects\CENT_CA\SURVEY\LEGALS\V-PARCEL-3.dwg :: dustin.nette

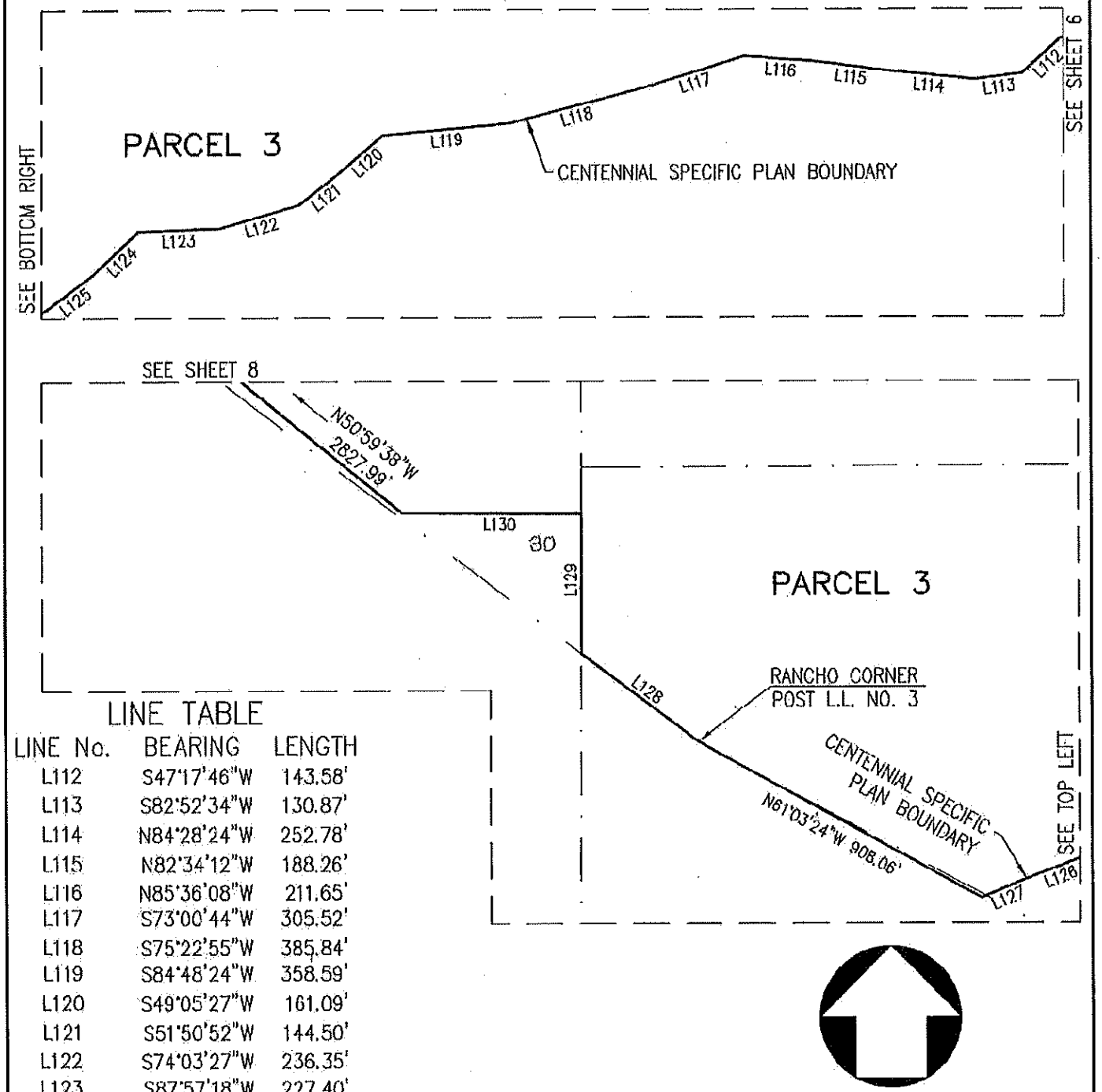
Exhibit D - Depiction of Tejon Property

SCALE: 1"=400'

EXHIBIT "D"

SHEET 7 OF 8 SHEETS

IN THE UNINCORPORATED TERRITORY OF COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA



LINE TABLE

LINE No.	BEARING	LENGTH
L112	S47°17'46"W	143.58'
L113	S82°52'34"W	130.87'
L114	N84°28'24"W	252.78'
L115	N82°34'12"W	188.26'
L116	N85°36'08"W	211.65'
L117	S73°00'44"W	305.52'
L118	S75°22'55"W	385.84'
L119	S84°48'24"W	358.59'
L120	S49°05'27"W	161.09'
L121	S51°50'52"W	144.50'
L122	S74°03'27"W	236.35'
L123	S87°57'18"W	227.40'
L124	S46°51'11"W	177.99'
L125	S53°08'07"W	162.32'
L126	S69°08'57"W	182.39'
L127	S66°35'28"W	135.16'
L128	N53°05'35"W	411.92'
L129	N00°12'04"E	392.05'
L130	N89°34'41"W	506.74'

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Exhibit D - Depiction of Tejon Property

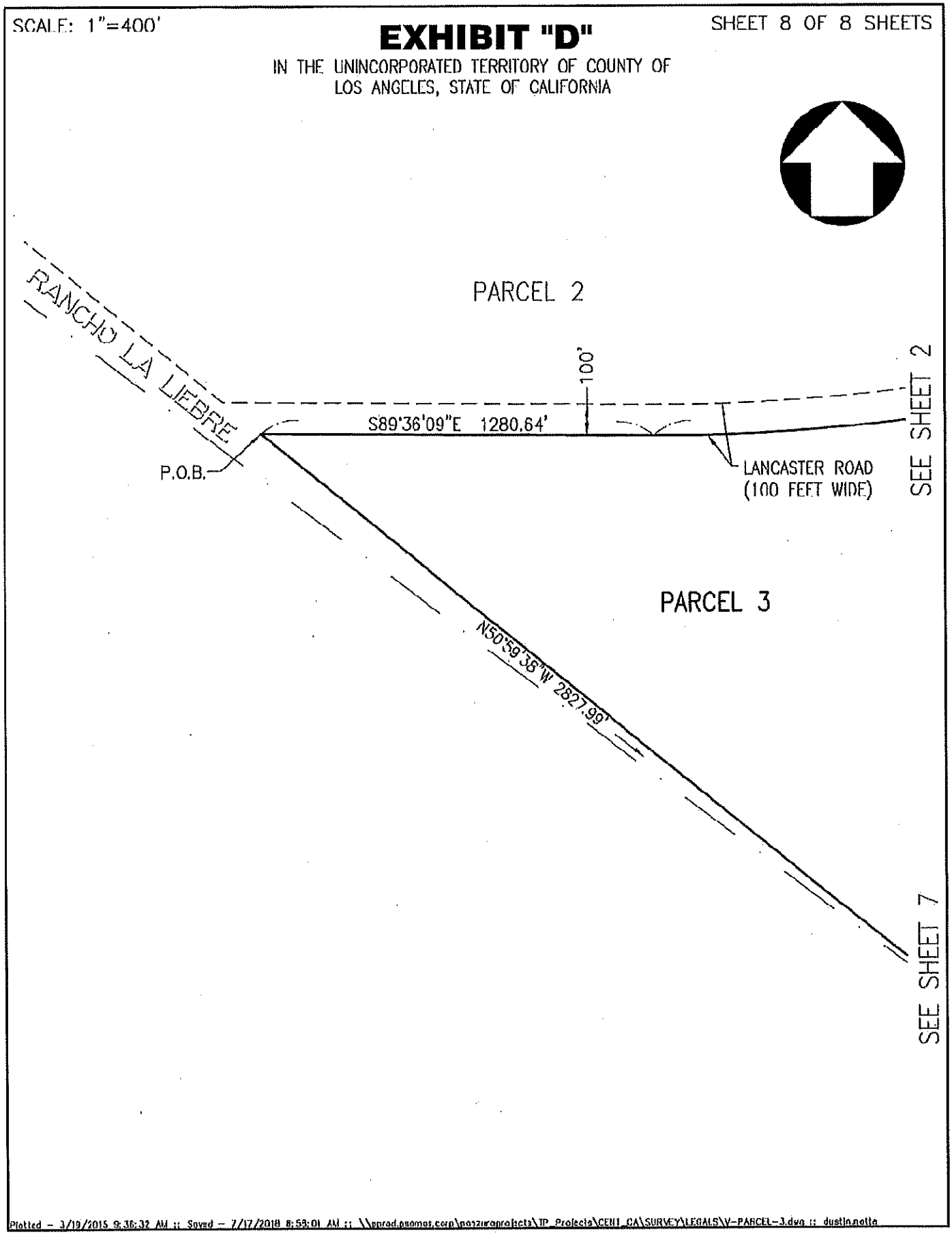

EXHIBIT E

On Site Public Infrastructure

In addition to other Public Improvements that may be required for development of the Project, by entering this Agreement, the Property Owners agree to construct (or cause to be constructed) the following On Site Public Infrastructure that are identified below with respect to their respective Property on or before the milestones identified in the On Site Public Infrastructure Phasing Plan (Exhibit E-1):

1. County Civic Administration Facility as described further in Exhibit G at Item 1. *
2. Temporary Sheriff Substation as described further in Exhibit G at Item 2. *
3. Permanent Sheriff Station as described further in Exhibit G at Item 2. *
4. Fire Stations (not less than 3, nor more than 4) as described further in Exhibit G at Item 3. *
5. Waste Water Treatment Plant as described in Exhibit E-1 and in the Specific Plan.
6. Parks: Neighborhood Parks, Regional Park, Regional Trail, Open Space as described further in Exhibit G at Item 7 and on Exhibit E-1. *
7. Project-wide Wireless Internet as described in Exhibit E-1.
8. Community Gardens (2) as described in Exhibit E-1.
9. Sustainability Learning Program Facilities as described in Exhibit G at Item 9. *
10. Water Treatment Plant as described in Exhibit E-1 and in the Specific Plan.

Note 1: Items followed by an asterisk ("*") are (or have features that constitute) Community Benefits and are further described in Exhibit G.

Note 2: Listed items reflect Public Improvements required by various entitlements contained in the Initial Project Approvals.

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EXHIBIT E-1

On Site Public Infrastructure And Phasing Plan

[Attached on following pages]

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~~Exhibit E-1 -- On Site Public Infrastructure and Phasing Plan~~

IMPROVEMENT OVERVIEW	PHASE IMPROVEMENT DESCRIPTION	TRIGGER
Store Front Sheriff Station*	A store front station will be built in Village 1 (Phase 1).	Completed** prior to the issuance of first residential certificate of occupancy for Village 1 in Phase 1.
Waste Water Treatment Plant	A waste water treatment plant will be constructed and completed before the first certificate of occupancy is issued for any occupiable structure (residential or non-residential) within the Project, 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.	Completed** before the first certificate of occupancy is issued.
Well water	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.	Before the first residential certificate of occupancy is issued, water will be potable through well head treatment.
Shelter on the Hill (SOTH)	The local animal shelter, Shelter on the Hill ("SOTH"), or similar provider as may be approved by the County, will provide service for the first 3,500 residential units in Centennial.	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.
Neighborhood Park	A neighborhood park no less than 3 acres will be built to serve Phase 1.	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.

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~~Exhibit E-1 -- On Site Public Infrastructure and Phasing Plan~~

IMPROVEMENT OVERVIEW	PHASE IMPROVEMENT DESCRIPTION	TRIGGER
Retail Center	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 household goods.	Before the issuances of first residential certificate of occupancy a retail center will be completed**.
Book-Mobile Library Truck*	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.	Constructed with the first parking lot of the first retail center in Phase 1.
Elementary School	A K-8 school will be built within Phase 1.	School facilities for the first campus will be completed** prior to issuance of the first residential certificate of occupancy.
High School	A temporary high school will be located within the first K-8 school in Phase 1.	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.
Community Website	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.	Before the issuance of the first residential certificate of occupancy, the website will be completed and maintained by the Property Owners until such time (if at all) as the website may be transferred to an appropriate community group or owners' association.
WiFi	Wi-Fi will be available to all residential and commercial buildings as they are brought on during buildout of the project.	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.

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~~Exhibit E-1 -- On Site Public Infrastructure and Phasing Plan~~

IMPROVEMENT OVERVIEW	PHASE IMPROVEMENT DESCRIPTION	TRIGGER
Fire Station #1*	Construct a new permanent fire station of 10,000 square feet equipped as provided in the Development Agreement.	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.
Community Garden	A community garden, no less than 15,000 sq. ft., will be created to serve the residents of the Centennial Specific Plan.	Before the issuance of the 2,501st residential building permit.
Maintenance Yard*	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.	Before the issuance of the 3,001st residential building permit, the Property Owners shall offer the site for dedication and shall make the contribution to the County.
Animal Care Facility *	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 this facility.	Before the issuance of the 3,501st residential building permit, the Property Owners shall offer for dedication the site and shall make the contribution before the later of the 3,501st residential building permit or the County's acceptance of the site.
Permanent Library*	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.	Submittal of tract map that includes Town Center in Village 3.
Regional Park	25 acres of the regional park would be programed and completed.	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.

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~~Exhibit E-1 -- On Site Public Infrastructure and Phasing Plan~~

IMPROVEMENT OVERVIEW	PHASE IMPROVEMENT DESCRIPTION	TRIGGER
County Civic Administration Facility*	A civic facility of not more than 30,000 sf will be constructed and located within Village 3 in accordance with Exhibit G. The Property Owners shall fund and construct the facility based on a budget to be approved during the preparation of a facilities plan.	Before the issuance of the 5,001st residential building permit, a ~~civic facility~~Civic Administration Facility will be completed**.
Sustainability Learning Center*	Incorporate into Civic Administration Facility and/or within County Regional Parks.	In conjunction with Civic Administration Facility and/or Regional Parks.
Permanent Sheriff Station*	The permanent LASD station will be located in Village 3.	The permanent station will be completed** before the issuance of the 5,001st residential building permit.
Fire Station #2*	Construct a new permanent fire station of 13,000 square feet equipped as provided in the Development Agreement.	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.
Water Treatment Plant	A water treatment plant will be completed and operation to serve the project.	Before the issuance of the 5,521st residential unit building permit a phased water treatment plant will be completed** to serve all ~~units.~~occupiable structures (residential or non-residential).
Regional Trail	Build a regional trail through the project to Gorman.	Before the issuance of the 7,001st residential building permit, a regional trail will be completed through the project, connecting it to Gorman.
Neighborhood Park	Additional neighborhood parks to be completed in accordance ~~of~~with requirements/metrics in the Specific Plan and pursuant to County subdivision requirements.	During sequential tract maps, various neighborhood parks will be completed**, improved and amenitized to meet the Specific Plan metrics.A19
Community Garden #2	A second community garden of no less than 1 acre shall be created.	Before the issuance of the 8,001st residential building permit.

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~~Exhibit E-1 -- On Site Public Infrastructure and Phasing Plan~~

IMPROVEMENT OVERVIEW	PHASE IMPROVEMENT DESCRIPTION	TRIGGER
Fire Station #3*	Construct a new permanent fire station of 10,000 square feet equipped as provided in the Development Agreement.	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.
MRF*	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.	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.
High School	A permanent high school will be completed** on no less than 60 acres of land dedicated to a new facility.	In accordance with a school agreement, project buildout and student generation numbers will determine the trigger for the permanent high school.
Medical Facility*	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.	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).

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~~Exhibit E-1 -- On Site Public Infrastructure and Phasing Plan~~

IMPROVEMENT OVERVIEW	PHASE IMPROVEMENT DESCRIPTION	TRIGGER
Open Space Dedication*	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 "Area 1" (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 "Area 2" (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.	Mitigating open space will be dedicated before final map approval as noted in column to the left.
Fire Station #4*	TBD by LA County Fire	
Community Resource Center*	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.	The Community Resource Center shall be completed** prior to the issuance of the first residential certificate of occupancy.
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.		

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IMPROVEMENT OVERVIEW	PHASE IMPROVEMENT DESCRIPTION	TRIGGER

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EXHIBIT F

Mitigation Monitoring and Reporting Program

[Attached on following pages]

MITIGATION MONITORING AND REPORTING PROGRAM

Section 21081.6 of the Public Resources Code requires a public agency to adopt a monitoring and reporting program for assessing and ensuring the implementation of required mitigation measures applied to proposed developments. Specific reporting and/or monitoring requirements that will be enforced during project implementation shall be adopted coincidental to final approval of the project by the responsible decision maker. In addition, pursuant to Section 21081(a) of the Public Resources Code, findings must be adopted by the decision-maker regarding the adoption of the monitoring program, coincidental to certification of the EIR.

This section presents the Mitigation Monitoring and Reporting Program (MMRP) for the Centennial Project. The table below identifies the project mitigation measures (MMs) that will be implemented as part of the Project. In addition, the monitoring timing, responsible agency/party, and the monitoring agency/party responsible for ensuring that each MM is implemented is also identified.

This MMRP generally designates the Project Applicant/Developer and/or his designees as responsible for the implementation of MMs and the County of Los Angeles or a third-party monitor that the County may select at the expense of the Project Applicant/Developer as responsible for verification of compliance, review of all monitoring reports, enforcement actions, and document disposition.

The following will be incorporated into the MMRP to facilitate compliance with adopted measures:

"The applicant shall retain the services and incur all associated costs of a qualified environmental/mitigation monitoring consultant, subject to the approval of the Director of planning, to ensure that all applicable mitigation measures are implemented and reported in the required Mitigation Monitoring Plan. As a means of ensuring the effectiveness of the mitigation measures, the applicant shall submit annual mitigation monitoring reports to Regional Planning for approval or as required by the Director of Planning, until such time as the Director of Planning determines that such additional reports are no longer required. The reports shall describe the status of the Applicant's and/or other responsible parties' compliance with the required mitigation measures.

NOTES:

- For the purposes of this MMRP, "Tentative Map" shall refer to any Tentative Tract Map or Tentative Parcel Map that authorizes development.
- For the purposes of this MMRP, "Final Map" shall refer to any Final Tract Map or Final Parcel Map that authorizes development.
- For the purposes of this MMRP, "Traffic Mitigation Agreement" shall refer to the Draft Traffic Mitigation Agreement, or as otherwise approved by Caltrans.

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
PROJECT NO. 02-232

#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
5.2	**Hydrology and Flood**	**MM 2-1** The Project shall implement hydromodification control Best Management Practices (BMPs) that will meet the requirements of Section 8 – Hydromodification Impacts of the County LID Standards Manual, as confirmed by the County based on a Drainage System Engineering and Planning Report to be submitted with each Project tract map application. This Drainage System Engineering and Planning Report shall describe applicable hydromodification control BMPs and utilize approved Los Angeles County methods to demonstrate compliance with the County LID Standards Manual.	Verification of compliance with Specific Plan requirements for storm water management	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works
5.2	**Hydrology and Flood**	**MM 2-2** The Project shall implement hydrology and flood-control BMPs that will achieve the following hydrology and flood performance standards: *All project water conveyance facilities must be designed to provide capital flood protection. The "capital flood" is the runoff produced by a 50-year frequency design storm falling on a saturated watershed (i.e. soil moisture at field capacity). A 50-year frequency design storm has a probability of 1/50 of being equaled or exceeded in any year. BMPs must be implemented to ensure that, for the capital storm event, there is no increase in peak discharge rates and no increase in runoff volume offsite compared with peak discharge rates and runoff volumes under existing, pre-development conditions. Compliance with the hydrology and flood performance standard shall be demonstrated by using a methodology approved Los Angeles County Department of Public Works for comparing project site pre- and post-development peak discharge rates and runoff volumes.* Compliance with the hydrology and flood performance standards shall be further confirmed by the County, based on a Drainage System Engineering and Planning Report submitted with each Project tract map application. The Drainage System Engineering and Planning Report shall describe applicable hydrology and flood-control BMPs and utilize approved Los Angeles County methodologies to	Verification of compliance with Specific Plan requirements for storm water management	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
PROJECT NO. 02-232

#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		demonstrate compliance with the hydrology and flood performance standards.				
5.2	**Hydrology and Flood**	**MM 2-3** Each Tentative Map shall depict the 100-year floodplain mapped by the Federal Emergency Management Agency (FEMA). The placement of habitable residential, commercial, school and institutional buildings shall be precluded within any mapped 100-year floodplain. All applications for Project tract maps that would locate any structures within a mapped 100-year floodplain must include an engineering report that provides a detailed description of the floodplain boundaries and demonstrates that as-built conditions comply with all applicable FEMA requirements. If required, a conditional letter of map revision (CLOMR) shall be obtained from FEMA prior to construction within a mapped 100-year floodplain.	Obtain FEMA-approved CLOMR	Prior to approval of Improvement Plans	Project Applicant/ Developer	County Department of Public Works
5.2	**Hydrology and Flood**	**MM 2-4** The Project shall comply with the California General Construction Permit issued by the State Water Resources Control Board (CAR000002, Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ and Order 2012-0006-DWQ) during all Project construction activity that meets or exceeds the applicable levels of land disturbance and other applicable coverage criteria in the California General Construction Permit notwithstanding the potential absence or presence of Waters of the United States in any Project construction location.	File Permit Registration Documents (PRDs), including the Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP)	Prior to issuance of applicable construction permits for the Final Map(s)	Project Applicant/ Developer	County Department of Public Works
5.2	**Hydrology and Flood**	**MM 2-5** The Project shall implement maintenance measures in consultation with a qualified biologist that encourage stabilized native grasses and/or deep rooting plants to minimize sediment transport within applicable post-construction facilities that incorporated Best Management Practices for hydrology and flood control facilities.	Verification of compliance with Specific Plan requirements for storm water management that will meet the requirements of the County LID Standards Manual	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
PROJECT NO. 02-232

#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
5.3	**Hazards and Fire Safety**	**MM 3-1** The Project Applicant/Developer shall employ a Dust-Control Supervisor who will be on the site within 30 minutes of the start of work taking place each morning; will have the authority to expeditiously employ sufficient dust mitigation measures to ensure compliance with all Antelope Valley Air Quality Management District (AVAQMD) Rule 403 and South Coast Air Quality Management District (SCAQMD) Rule 403 requirements; and will have completed the SCAQMD Fugitive Dust Control Class and has been issued a valid Certificate of Completion for the class. Contact information for the Project's Dust Control Supervisor shall be posted on-site to ensure that the public has a means of providing complaints regarding fugitive dust. The Dust Control Supervisor shall be responsible for tracking complaints, conducting corrective action, as necessary, and for maintaining an up-to-date log of complaints and responses for periodic County review.	Employ a Dust-Control Supervisor	Prior to the commencement of brush clearing, grading, or other activity that would generate fugitive dust	Project Applicant/ Developer Dust Control Supervisor	County Department of Public Health
5.3	**Hazards and Fire Safety**	**MM 3-2** To aid in the prevention of Valley Fever among construction crews on the Project site, the following shall be implemented by the Construction Contractor during all construction activities: • Have Tyvek™ coveralls/suits available in a range of sizes for construction worker use upon request. If used, require the worker to remove the Tyvek™ suit at the work site at the end of the day. • Hire crews from Los Angeles and/or Kern County populations, or other areas where Valley Fever is endemic, where possible, since it is more likely that they have been previously exposed to the fungus and are therefore immune. • Prior to Project construction initiation, and for any personnel additions after initial Project construction initiation, the following California Department of Public Health (CDPH) materials on Valley Fever (or the most updated materials applicable to Los Angeles County) shall be distributed to worksite supervisors:	Evaluate construction crews for work in areas where Valley Fever is endemic	During hiring of construction crews	Project Applicant/ Developer and Construction Contractor	County Department of Public Health
			Implement awareness actions and dust control measures	Prior to commencement of and during construction activities	Project Applicant/ Developer and Construction Contractor	County Department of Public Health

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
PROJECT NO. 02-232

#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		○ CDPH pamphlet entitled "Preventing Work-Related Coccidioidomycosis (Valley Fever)" available at: http://www.cdph.ca.gov/programs/hesis/Documents/CocciFact.pdf. (CDPH 2013a) • Prior to Project construction initiation, and for any personnel additions after initial Project construction initiation, the following CDPH materials on Valley Fever (or the most updated materials applicable to Los Angeles County) shall be distributed to construction workers: ○ CDPH pamphlet entitled "Valley Fever Fact Sheet" available at: http://www.cdph.ca.gov/HealthInfo/discond/Documents/VFGeneral.pdf. (CDPH 2013b) ○ CDPH pamphlet entitled "Hoja de datos de la Fiebre del Valle (Valley Fever Fact Sheet in Spanish)" available at: http://www.cdph.ca.gov/HealthInfo/discond/Documents/HojaDeDatosDeLaFiebreDelValle.pdf (CDPH 2013c). ○ CDPH pamphlet entitled "Fact Sheet Valley Fever (Valley Fever Fact Sheet in Tagalog)," available at: http://www.cdph.ca.gov/HealthInfo/discond/Documents/TagalogGeneralValleyFeverFactSheet.pdf (CDPH 2013d). • During rough grading and construction, the access way into the Project site from adjoining paved roadways shall be paved or treated with environmentally safe dust-control agents. • Provide evidence to the Department of Public Health that the Project Applicant/Developer has developed a "Valley Fever Training Handout," training, and schedule of sessions for education to be provided to all construction personnel. All evidence of the training				

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
PROJECT NO. 02-232

#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		session materials, training handout(s) and training schedule shall be submitted to the Department of Public Health within 24 hours of the first training session. Multiple training sessions may be conducted if different work crews will come to the Project site for different stages of construction; however, all construction personnel shall be provided training prior to beginning work. The evidence submitted to the Department of Public Health regarding the "Valley Fever Training Handout" and training sessions shall include the following: o A sign-in sheet (to include the printed employee names, signature, and date) for all employees who attended the training session; o Distribution of a written flyer or brochure that includes educational information regarding the health effects of exposure to criteria pollutant emissions and Valley Fever (including the CDPH informational materials described in this mitigation measure); o Training on methods that may help prevent Valley Fever infection; and o Train employees how to use personal protective equipment, such as respiratory equipment, how to reduce exposure to pollutants, how to recognize symptoms of Valley Fever, and to promptly report any suspected systems to a work supervisor. Training shall also emphasize the benefits of wearing Tyvek suits in relation to Valley Fever exposure and explain that such protective clothing is available upon request. Proof that the demonstration is included in the training shall be submitted to the Department of Public Health.				

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
PROJECT NO. 02-232

#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		• Provide construction workers separate, clean eating areas equipped with hand-washing facilities. • Require crews to use masks or half-faced respirators equipped with a minimum N-95 protection factor and that are adequate to restrict inhalation of particulates during Project clearing, grading, and excavation operations in accordance with California Division of Occupational Safety and Health regulations. Respirator equipment shall be readily available and shall be provided to employees during work. • Require employees to be medically evaluated, fit-tested, and properly trained on the use of the required masks or respirators • Provide High-Efficiency Particulate Air (HEPA) filters for heavy equipment with factory enclosed cabs capable of accepting the filters. Require contractors utilizing applicable heavy equipment to furnish proof to the Department of Regional Planning of worker training on proper use of applicable heavy equipment cabs, such as turning on air conditioning prior to using the equipment. • Provide communication methods, such as two-way radios, for use in enclosed heavy equipment cabs. • Install equipment inspection stations at each construction equipment access/egress point. Examine construction vehicles and equipment or excess soil materials and clean, as necessary before equipment is moved off-site. • When possible, position construction workers upwind or crosswind when digging a trench or performing other soil-disturbing tasks. • Prohibit smoking at the worksite outside of designated smoking areas; designated smoking areas will be equipped with hand-washing facilities.				

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
PROJECT NO. 02-232

#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		• Post Valley Fever warnings at on-site construction areas and restrict access to such areas by visitors without adequate training and respiratory protection. • Audit and enforce compliance with applicable California Occupational Safety and Health Administration health and safety standards on the job site.				
5.3	**Hazards and Fire Safety**	**MM 3-3** The Project Applicant/Developer shall provide to each prospective property purchaser or tenant a notice and statement of acknowledgment that shall be executed (i.e., read and signed) by the prospective purchaser, lessee, or tenant that the property within Centennial may present a risk of exposure to Valley Fever spores during construction or other earth-moving activities. The form shall include strategies to reduce potential exposure to Valley Fever spores. The form and method of distribution of said notice and statement of acknowledgment shall be as approved by the County.	Provide the Notice and Statement about Valley Fever to prospective property owners	Prior to sale, lease, or rental of any on-site properties	Project Applicant/ Developer	County Department of Regional Planning
5.3	**Hazards and Fire Safety**	**MM 3-4** The Project Applicant/Developer shall coordinate with the California Department of Conservation, Division of Oil, Gas and Geological Resources (DOGGR) to facilitate re-abandonment of the two on-site historic dry oil wells in accordance with current DOGGR specifications. The Project Applicant/Developer shall present documentation to the County that it has complied with the DOGGR requirements for re-abandonment of the two on-site wells.	Coordinate with DOGGR and complete re-abandonment of two on-site oil wells	Prior to issuance of applicable construction permits for the Final Map(s) with the dry wells	Project Applicant/ Developer	DOGGR
			Provide documentation of oil well abandonment for review and approval	Prior to issuance of applicable construction permits for the Final Map(s) with the dry wells	Project Applicant/ Developer	County Department of Public Works

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
5.3	**Hazards and Fire Safety**	**MM 3-5** The Project Applicant/Developer shall provide documentation to the County that the abandoned mine shaft is permanently closed in accordance with applicable regulations, as directed by the California Department of Conservation Office of Mine Reclamation, to prevent future access and potential ground instability issues.	Coordinate with OMR and confirm abandonment of mine shaft	Prior to issuance of applicable construction permits for the Final Map with the mine shaft	Project Applicant/ Developer	California Department of Conservation Office of Mine Reclamation
			Provide documentation of mine shaft abandonment for review and approval	Prior to issuance of applicable construction permits for the Final Map with the mine shaft	Project Applicant/ Developer	County Department of Public Works
5.3	**Hazards and Fire Safety**	**MM 3-6** If unanticipated hazardous materials or waste is encountered during construction, all work in the immediate vicinity of the suspect hazardous material shall be halted and the applicable oversight agency(ies) shall be notified. The applicable agency(ies) are determined based on the type and extent of the material encountered, and may include the California Department of Toxic Substances Control (DTSC), the State Water Quality Control Board, and/or local agencies, such as the County of Los Angeles Fire Department. The Project Applicant/Developer shall coordinate with appropriate agency(ies) on the appropriate means to address the suspect hazardous material/waste. All environmental investigation and/or remediation shall be conducted under a Workplan approved by the primary oversight agency(ies) and construction in the affected area shall not proceed until clearance has been issued by the applicable agency(ies).	Provide documentation of environmental investigation and/or remediation work plan for review and approval	During construction activities, as needed	Project Applicant/ Developer	Department of Toxic Substances Control And/or State Water Quality Control Board And/or County Fire Department

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5.3	**Hazards and Fire Safety**	**MM 3-7** The Project Applicant/Developer shall prepare an Emergency Response Plan for the Project, which shall be updated as needed for each Tentative Map, and shall be submitted to the County for review and approval. The Project Applicant/Developer shall be responsible for distributing the current Emergency Response Plan to each purchaser or tenant of each property within Centennial, and shall distribute the Plan to all landowners through the Transportation Management Agency (TMA).	Provide an Emergency Response Plan for review and approval	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Fire Department And/or County Sheriff's Department
			Distribute Emergency Response Plan to landowners through the TMA	Prior to approval of Tentative Maps	Project Applicant/ Developer	Department of Regional Planning
5.3	**Hazards and Fire Safety**	**MM 3-8** The Project Applicant/Developer shall prepare a Traffic Control Plan in accordance with the California Manual on Uniform Traffic Control Devices (MUTCD). The Traffic Control Plan shall be reviewed and approved by the California Department of Transportation (Caltrans), and all construction activities in the public right-of-way shall comply with the approved Traffic Control Plan to the satisfaction of Caltrans. Documentation of Caltrans approval shall be provided to the County for any Tentative Map involving construction within State Route 138 right-of-way.	Provide a Traffic Control Plan for review and approval	Prior to issuance of applicable construction permits involving construction within State Route 138 right-of-way	Project Applicant/ Developer	California Department of Transportation (Caltrans)
			Provide documentation of approved Traffic Control Plan	Prior to issuance of applicable construction permits involving construction within State Route 138 right-of-way	Project Applicant/ Developer	County Department of Regional Planning

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5.3	**Hazards and Fire Safety**	**MM 3-9** The Project Applicant/Developer shall prepare a Fuel Modification Plan demonstrating compliance with the County Fire Code Title 32 and shall provide all new residents and business owners with recorded Covenants, Conditions, and Restrictions (CC&Rs) or disclosure statements that identify the responsibilities for maintaining the fuel modification zone(s) on their property, as defined in the approved Fuel Modification Plan. The CC&Rs or disclosure statements prepared by the Project Applicant/Developer shall be submitted to the County to confirm that new property owners will be informed of their responsibilities for maintaining the fuel modification zone(s) on their property.	Prepare Fuel Modification Plan for review and approval	Prior to recordation of Final Maps	Project Applicant/ Developer	Los Angeles County Fire Department
			Provide all new residents and businesses with CC&Rs or disclosure statements	Prior to sale of any on-site properties	Project Applicant/ Developer	County Department of Regional Planning
5.3	**Hazards and Fire Safety**	**MM 3-10** The Project Applicant/Developer shall be responsible for ensuring the destruction of the historic water well associated with the former homestead in the central portion of the site is completed in full compliance with the requirements of the California Department of Water Resources' Water Well Standards, including Chapter II, Part III, Section 23 (Requirements for Destroying Wells). The applicable Local Enforcement Agency for implementation of the DWR's Well Standards is the Los Angeles County Department of Health Services, Drinking Water Program (LACDHS). The Project Applicant/Developer shall present documentation that is has complied with the DWR Well Standards to the LACDHS.	Remove water well and submit documentation of compliance with DWR Well Standards to the LACDHS	Prior to approval of Final Map that includes the water well	Project Applicant/ Developer	Los Angeles County Department of Health Services,
5.3	**Hazards and Fire Safety**	**MM 3-11** The Project Applicant/Developer shall be responsible for the creation of a website on the proposed Centennial community internet that provides public information in both English and Spanish regarding dust-generating activities, to be maintained and updated as appropriate throughout the Centennial Project construction period. The purpose of the website would be to enable interested parties both on- and off-site to easily access information relevant to potential Valley Fever risk, including information relevant to potential Valley Fever risks to pets, horses, and other animals that may be present at or around	Develop and maintain informational website for dust-related activities	Prior to issuance of applicable construction permits for the first Tentative Map	Project Applicant/ Developer	County Department of Regional Planning
			Distribute notice of website to communities of Gorman, Lebec, and Frazier Park	Prior to issuance of applicable construction permits for Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning

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		the Project site during construction activities. The Project Applicant/Developer shall also be responsible for the preparation and one-time distribution to surrounding communities and to all schools located in the communities of Gorman, Lebec, and Frazier Park of a notice describing the availability of this website to provide awareness of the site and its contents.				
5.4	**Water Quality**	**MM 4-1** The Project shall implement Low Impact Development (LID) and water quality control Best Management Practices (BMPs) that will achieve the following LID performance standard: *LID BMPs shall be selected and sized to retain the volume of storm water runoff produced from the higher of the 85th percentile or ¾ inch, 24-hour storm depth as determined from the Los Angeles County 85th Percentile 24-hr Rainfall Isohyetal Map (February 2004) (LID design volume). When it has been demonstrated that 100 percent of the LID design volume cannot be feasibly infiltrated within the Project, then the volume shall be harvested and reused. If that volume cannot be harvested and reused within 96 hours, then biofiltration shall be provided for 1.5 times the portion of the LID design volume that is not retained. Runoff from roadways shall be retained or biofiltered in retention or biofiltration BMPs sized to capture the design storm volume or flow, per the guidance in the U.S. Environmental Protection Agency's (USEPA's) Managing Wet Weather with Green Infrastructure: Green Streets. LID BMPs may be parcel-based or regional facilities.* Compliance with the LID performance standards shall be confirmed by the County based on a Drainage System Engineering and Planning Report to be submitted with each Tentative Map application. The Report shall describe applicable water quality control and LID BMPs and shall utilize approved Los Angeles County methodologies to demonstrate compliance with the LID performance standards.	Provide Drainage System Engineering and Planning Report for review and approval and Verification of compliance with Specific Plan requirements for storm water management	Prior to approval of improvement plans for Final Maps	Project Applicant/ Developer	County Department of Public Works

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		To the extent feasible, incorporate permeable pavement, groundcovers, and/or other measures to increase infiltration.				
5.4	**Water Quality**	**MM 4-2** The Project shall implement integrated pest management (IPM) and landscaping best management practices (BMPs) consistent with the integrated pest management and pesticide and fertilizer application guidelines established by the University of California Division of Agriculture and Natural Resources Statewide Integrated Pest Management Program which are available online at http://www.ipm.ucdavis.edu/. The integrated pest management program will be provided to the County in association with the Landscape Plan submitted to the County with each tentative tract map. The IPM and landscaping BMPs shall be confirmed in a Landscaping Plan submitted to the County during the review and approval process for each tract map application. The BMPs shall include a Planting Plan that is consistent with the plant water use requirements of Section 3.4 of the Centennial Specific Plan; with procedures for removing non- native vegetation and planting native vegetation; with fertilizer guidelines; and with the IPM approach for preventing or suppressing pest problems (i.e., insects and diseases). This shall be done through a combination of techniques including using pest-resistant plants; using biological controls; incorporating cultural practices; including habitat modification; and judiciously using pesticides. The IPM and landscaping BMPs shall, in addition to identifying IMP and landscaping BMP management and funding roles and responsibilities, monitoring, training, and timely IPM and BMP program review requirements to incorporate new technologies that may become available, address the following: • Pest identification. • Practices to prevent pest incidence and to reduce pest buildup. • Monitoring to examine vegetation and surrounding areas for pests to evaluate trends and to identify	Provide Landscape Plan for review and approval	Prior to issuance of applicable construction permit	Project Applicant/ Developer	County Department of Regional Planning

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		when controls are needed. • Establishment of action thresholds that trigger control actions. • Pest-control methods (cultural, mechanical, environmental, biological, and appropriate pesticides). • Pesticide management, which includes safety requirements (e.g., Material Safety Data Sheets, precautionary statements, protective equipment); regulatory requirements; spill mitigation measures; groundwater and surface water protection measures associated with pesticide use; and pesticide applicator certifications, licenses, and training (i.e., all pesticide applicators must be certified by the California Department of Pesticide Regulation). • All rodenticides containing anticoagulants shall be prohibited from use on the Project site or Mitigation Preserve lands. The prohibition shall be clearly described and distributed to home buyers through their home purchase contracts and CC&Rs.				
5.4	**Water Quality**	**MM 4-3** The Project shall, to the maximum extent feasible, retain, temporarily store and use native topsoil as topsoil cover in disturbed areas of the Project, and shall, in consultation with a qualified plant biologist, implement measures to encourage the germination of native plants in locations where native topsoil is used as a topsoil cover within the Project. Measures to encourage germination of native plants may include: • Stockpile top soil at height no greater than 3 feet to retain native microorganisms • Upon re-spreading of top soil, ensure soil placement areas are de-compacted for a minimum depth of one foot	Use native topsoil in disturbed areas	During construction activities, as needed	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning

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		• Conduct monthly weed removal following top soil placement in the first growing season and prior to seed setting to reduce competition for native plant species • Conduct annual weed control in the post growing season, but prior to seed setting to further reduce and maintain low competition for native plant species • Minimize disturbance of top soil to prevent new location for weed establishment • Avoid irrigation overspray and run-off from adjacent areas that could lead to increased weed establishment • Monitor and protect areas of native vegetation through signage and avoidance to the maximum extent feasible. • Minimize weed seed source by implementing weed control on an as-needed basis and prohibit planting of non-native invasive species identified by California Invasive Plant Council within adjacent areas.				
5.4	**Water Quality**	**MM 4-4** The Project Applicant/Developer shall prepare, in consultation with a qualified biologist, a Restoration and Revegetation Monitoring Plan for the Project. The Restoration and Revegetation Monitoring Plan shall include appropriate metrics, as determined by the qualified biologist, for determining the success of Project revegetation efforts, including revegetation implemented in compliance with the approved Mitigation and Monitoring Plan for the Project. The Restoration and Revegetation Monitoring Plan shall be submitted to the County and updated as appropriate during the review and approval process for each tract map application.	Provide Restoration and Revegetation Monitoring Plan for review and approval	Prior to approval of each tract map application	Project Applicant/ Developer	County Department of Regional Planning

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5.6	**Cultural and Tribal Resources**	**MM 6-1** The Project Applicant/Developer shall retain a qualified Archaeologist who shall oversee archaeological monitoring of topsoil grading and removals (including clearing, grubbing, and trenching) in the immediate vicinity of the following 25 archaeological sites that are within the grading footprint and 2 sites in the open space area that are immediately adjacent to the development impact area: CA-LAN-3201, CA-LAN-3202H, CA-LAN-3217, CA-LAN-3219H, CA-LAN-3227, CA-LAN-3230, CA-LAN-3232, CA-LAN-3233, CA-LAN-3234, CA-LAN-3236, CA-LAN-3237, CA-LAN-3238, CA-LAN-3239, CA-LAN-3240, CA-LAN-3241, CA-LAN-3242, CA-LAN-3243, CA-LAN-3244, CA-LAN-3245, CA-LAN-3246, CA-LAN-3247, CA-LAN-3248, CA-LAN-3250, CA-LAN-3251, CA-LAN-3252, CA-LAN-3253, and CA-LAN-3985H. CA-LAN-3217 and CA-LAN-3227 are immediately adjacent to the grading footprint. Additionally, a Native American monitor representing the Tejon Indian Tribe shall be present during topsoil grading and removals in the vicinity of the 27 above-listed archaeological sites. Prior to the issuance of grading permits, the Project Applicant/Developer shall provide written evidence to the County that a qualified Archaeologist has been retained to carry out all mitigation measures related to archeological and historical resources. A qualified Archaeologist is defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology. The qualified Archaeologist shall: be present at the pre-grading meeting; establish procedures for archaeological resource surveillance, including coordination with representatives of the Tejon Indian Tribe on the location and schedule of Native American monitoring; and establish (in cooperation with the Project Applicant/Developer and/or County as well as the Tejon Indian Tribe) procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of any artifacts found, as appropriate. The qualified Archaeologist shall develop and submit an Archaeological Resource Monitoring Plan to the County for	Employ a qualified Archaeologist and Develop and submit an Archaeological Resource Monitoring Plan for review and approval	Prior to issuance of applicable construction permits	Project Applicant/ Developer and Qualified Archaeologist	County Department of Regional Planning And/or Natural History Museum of Los Angeles County
			Submit a Follow-up Report for review and approval	Once monitoring is complete	Project Applicant/ Developer and Qualified Archaeologist	County Department of Regional Planning

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		sites in development areas. The qualified Archaeologist and a Native American monitor representing the Tejon Indian Tribe shall be retained to attend pre-grade meetings and to monitor earth-moving activities, including clearing, grubbing and trenching, in the vicinity (i.e., the area of a site reasonably expected to contain archaeological resources plus a buffer of at least 10 meters [33 feet]) of any and/or all cultural resource sites. For implementation of each tract map, if no subsurface Native American or archaeological remains are identified in the vicinity of an archaeological resources site during that initial grading, continuous monitoring will no longer be required but the Project Archaeologist and Native American monitor shall spot-check all additional subsurface excavations in the vicinity of an archaeological resources site at least once a week for the duration of grading and excavation activities or until the monitor deems site clear. The Project Archaeologist shall be responsible for coordinating the location and schedule of Native American monitors. The Archaeologist and Native American monitor shall carefully inspect these areas to assess the potential for significant prehistoric or historic remains. If potentially significant archaeological resources are uncovered, the qualified Archaeologist and Native American monitor shall halt or redirect ground-disturbing activities away from the vicinity, and a subsurface test and/or evaluation shall be performed to assess the discovery. Further subsurface investigation or data recovery shall be undertaken if the resource is determined by the Project Archaeologist to be unique or historically significant (i.e., important for its prehistoric or historic information) and therefore eligible for the California Register of Historical Resources (CRHR). The archaeological procedures required by the Archaeological Resource Monitoring Plan shall be incorporated as a note on the Grading Plan cover sheet. If additional or unexpected archaeological features are discovered, the qualified Archaeologist shall report such findings in writing to the County and/or the Tejon Indian Tribe. If archaeological				

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		resources are found to be of possible significance, the qualified Archaeologist shall determine appropriate actions, in cooperation with the County and the Tejon Indian Tribe, for further exploration and/or salvage in accordance with this mitigation measure. The Archaeologist shall submit a Follow-up Report to the County. The Follow-up Report shall include: the period of inspection; an analysis of any artifacts found; and the present repository of the artifacts. Recovered finds shall be offered to the County of Los Angeles and the Tejon Indian Tribe on a first refusal basis. If the artifacts are refused, the Project Applicant/Developer may retain said finds if written assurance is provided that they will be properly preserved in Los Angeles County, unless (1) said finds are of special significance or (2) a museum in the County of Los Angeles indicates a desire to study and/or display them, in which case the items shall be donated to the County or its designee. If the Project Applicant/Developer provides no such assurance, the County shall retain the artifacts and shall be subject to the same stipulations set forth in this mitigation measure for disposition of artifacts. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the County. The Project Archaeologist will perform a Phase II subsurface test-level investigation and surface collection for archaeological resource sites of undetermined CRHR eligibility discovered during monitoring. A Phase II Test-level Report shall be completed that evaluates the sites; includes a discussion of the sites' significance (depth, nature, condition, and extent of the resources); and contains recommendations for final mitigation and cost estimates (if required) to fully mitigate significant impacts. Should the Phase II subsurface test-level investigation and surface collection determine the presence of significant archaeological resources that are eligible for CRHR listing, then potential Project impacts to the eligible archaeological resources site shall be mitigated to a				

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		less than significant level through the implementation of one of the mitigation options discussed below: a. Relocation of grading boundaries and fuel modification zones to completely avoid disturbance to the site(s) of eligible archaeological resources. If it is determined that the relocation of grading boundaries and fuel modification zones in accordance with this subsection (a) is not feasible, then a qualified Archaeologist shall be present in the vicinity of eligible archaeological resources sites during grading and fuel modification brush clearance. (**NOTE:** confidential archaeological mapping is on file at the Natural History Museum of Los Angeles County and the South Central Coastal Information Center [SCCIC] at California State University, Fullerton. Review of this material is restricted to qualified individuals and project proponents on a need to know basis.) Fencing shall be erected outside the eligible archaeological resources sites to visually depict the areas to be avoided during construction. All eligible archaeological resources sites avoided in accordance with this subsection (a) shall be subject to the preservation requirements of MM 6-4. b. Per California Environmental Quality Act (CEQA) Guidelines Section 15126.4(b)(3)(A), grading boundary redesign and preservation in accordance with subsection (a) shall be the preferred means to avoid impacts to eligible archaeological resources. However, consistent with CEQA Guidelines Section 15126(b)(3)(C), if it is determined that avoidance and/or preservation of any eligible archaeological resources sites in accordance with subsection (a) are not feasible, then prior to grading in the vicinity of such eligible archaeological resources sites, Phase III data recovery (salvage excavations) shall be conducted for such eligible archaeological sites or any other eligible sites within the potential impact area of development that cannot be avoided. (**NOTE:** confidential				

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		archaeological mapping is on file at the Natural History Museum of Los Angeles County and the SCCIC. Review of this material is restricted to qualified individuals and project proponents on a need to know basis.) When Phase III data recovery is undertaken, a data recovery plan, which makes provision for adequately recovering the scientifically consequential information from and about the eligible archaeological resource, shall be prepared by a qualified Archaeologist prior to any excavation being undertaken. The Phase III work shall provide sufficient scientific information to fully mitigate the impacts of development on these sites to a level considered less than significant and shall be performed in accordance with the standards of the State Historic Preservation Office (SHPO). Excavated assemblages shall be offered to the County and/or the Tejon Indian Tribe on a first refusal basis. If the artifacts are refused, the Project Applicant/Developer may retain said finds if written assurance is provided that they will be properly preserved in Los Angeles County, unless (1) said finds are of special significance or (2) a museum in the County of Los Angeles indicates a desire to study and/or display them, in which case the items shall be donated to the County or its designee. If the Project Applicant/Developer provides no such assurance, the County shall retain the artifacts and shall be subject to the same stipulations set forth in this mitigation measure for disposition of artifacts. Final mitigation shall be carried out based upon the recommendations in the Phase II Test-Level Report, and the Natural History Museum of Los Angeles County shall make a determination as to the site's disposition based on the recommendations of the qualified Archaeologist. Possible determinations include, but are not limited to, preservation, salvage, partial salvage, or no mitigation necessary.				

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5.6	**Cultural and Tribal Resources**	**MM 6-2** Prior to ground disturbing activities, archaeological sites CA-LAN-3201, CA-LAN-3206, CA-LAN-3217, CA-LAN-3227, CA-LAN-3240, and CA-LAN-3242 shall be surrounded with high visibility construction fencing with a buffer of approximately 50 feet around each site to ensure that the archaeological sites are completely avoided during construction-related activities. A qualified Archaeologist shall work with surveying teams and the Construction Supervisor to fence the area to be avoided prior to the commencement of grading.	Conduct site inspection to ensure fencing is installed	Prior to grading activities for a Tract Map with an archaeological site	Project Applicant/ Developer and Qualified Archaeologist	County Department of Regional Planning
5.6	**Cultural and Tribal Resources**	**MM 6-3** Prior to the issuance of grading permits, the Project Applicant/Developer shall provide written evidence to the County that a qualified Archaeologist has been retained to carry out all mitigation measures related to eligible archaeological sites within the development impact area. A qualified Archaeologist is defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology. A qualified Archaeologist and a Native American monitor representing the Tejon Indian Tribe shall be present during ground-disturbing activities (i.e., topsoil grading and removals) in the vicinity of the following three eligible archaeological sites: CA-LAN-3201; CA-LAN-3240; CA-LAN-3242. Impacts to these three eligible sites shall be mitigated to a less than significant level through the implementation of one of the mitigation options described below: a. Relocation of grading boundaries and fuel modification zones to completely avoid disturbance to the site(s). If it is determined that the relocation of grading boundaries and fuel modification zones in accordance with this subsection (a) is not feasible with respect to eligible archaeological resources sites CA-LAN-3201, CA-LAN-3240 and/or CA-LAN-3242, then a qualified Archaeologist and a Native American monitor representing the Tejon Indian Tribe shall be present in the vicinity of any such eligible archaeological resources site during grading and fuel modification brush clearance to monitor all activities and ensure that	Provide written evidence that a qualified Archaeologist has been retained	Prior to issuance of grading permits	Project Applicant/ Developer	County Department of Regional Planning
			Avoid eligible archaeological sites or Conduct Phase III data recovery (salvage excavations)	Prior to Tentative Map approval or Prior to issuance of the applicable construction permit in vicinity of resource	Project Applicant/ Developer and Qualified Archaeologist	County Department of Regional Planning And/or Natural History Museum of Los Angeles County

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		archaeological resources are not impacted. (**NOTE:** confidential archaeological mapping is on file at the Natural History Museum of Los Angeles County and the SCCIC. Review of this material is restricted to qualified individuals and project proponents on a need to know basis.) Temporary construction fencing shall be erected outside any such eligible archaeological resources site to visually depict the areas to be avoided during construction, in accordance with MM 6-2. Any temporary fencing materials (i.e., plastic web, chain link, etc.) placed during construction should not become permanent. Any permanent fencing erected in accordance with MM 6-4 to protect the sites should be visually pleasing and consistent with the overall aesthetic experience of the community of Centennial. All eligible archaeological resources sites avoided in accordance within this subsection (a) shall be subject to the preservation requirements of MM 6-4. b. Per California Environmental Quality Act (CEQA) Guidelines Section 15126.4(b)(3)(A), grading boundary redesign and preservation in place in accordance with subsection (a) shall be the preferred means to avoid impacts to eligible archaeological resources. However, consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is determined that avoidance and/or preservation of any eligible archaeological resources sites in accordance with subsection (a) is not feasible, then prior to grading in the vicinity of such archaeological resources sites, Phase III data recovery (salvage excavations) shall be conducted for such archaeological resources sites or any other eligible sites within the potential impact area of development that cannot be avoided. (**NOTE:** confidential archaeological mapping is on file at the Natural History Museum of Los Angeles County and the SCCIC. Review of this material is restricted to qualified individuals and project proponents on a need to know basis.) When Phase III				

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		data recovery is undertaken, a data recovery plan, which makes provision for adequately recovering the scientifically consequential information from and about the eligible archaeological resource, shall be prepared by a qualified Archaeologist prior to any excavation being undertaken. The Phase III work shall provide sufficient scientific information to fully mitigate the impacts of development on these sites and shall be performed in accordance with the standards of the SHPO. Excavated finds shall be offered to the County and/or the Tejon Indian Tribe on a first refusal basis. If the artifacts are refused, the Project Applicant/Developer may retain said finds if written assurance is provided that they will be properly preserved in Los Angeles County, unless (1) said finds are of special significance or (2) a museum in the County of Los Angeles indicates a desire to study and/or display them, in which case the items shall be donated to the County or its designee. If the Project Applicant/Developer provides no such assurance, the County shall retain the artifacts and shall be subject to the same stipulations set forth in this mitigation measure for disposition of artifacts. Final mitigation shall be carried out based upon the recommendations in the Phase II Test-Level Report, and the County shall make a determination as to the site's disposition based on the recommendations of the qualified Archaeologist and the Native American monitor representing the Tejon Indian Tribe. Possible determinations include, but are not limited to, preservation, salvage, partial salvage, or no mitigation necessary.				

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5.6	**Cultural and Tribal Resources**	**MM 6-4** A qualified Archaeologist meeting the requirements of the Secretary of the Interior's Standards for professional archaeology shall develop and implement an Archaeological Resources Site-Protection Program aimed to protect and preserve identified CRHR-eligible archaeological resources avoided in accordance with subsection (a) of MM 6-1 and/or MM 6-3, as well as any identified archaeological resources site located within the Project site's open space areas that is of known eligibility for CRHR listing and which are vulnerable to disturbance during Project construction and/or operation. Identified archaeological resources sites located within the Project site's open space that are of unknown eligibility for CRHR listing and which are vulnerable to disturbance shall also be protected under the Archaeological Resources Site-Protection Program in accordance with this MM 6-4, provided that no such site shall be subject to this MM 6-4 if a Phase II archaeological investigation performed by a qualified Archaeologist in accordance with Secretary of the Interior Standards determines that such site is not unique and is thus ineligible for CRHR listing. The Archaeological Resources Site-Protection Program shall be prepared by the qualified monitoring Archaeologist familiar with the resources present within the Project boundaries, shall be approved by the County, and shall include implementation of one or more of the following: a. Fencing and/or other access-restriction methods shall be placed around the archaeologically sensitive areas of the Project site to inhibit human access. This subsection (a) shall be applicable to sites CA-LAN-3217 and CA-LAN-3227, unless the qualified Archaeologist determines that such sites are more appropriately protected in accordance with subsections (b) or (c) of this MM 6-4; or b. Non-invasive plant species with thorns (e.g., prickly pear cactus [*Opuntia* spp.]) or other deterrent characteristics shall be planted in areas close to known resources in order to discourage human presence; this	Prepare an Archaeological Resources Site Protection Program for review and approval and Prepare a written statement documenting appropriate site-protection measures	Prior to issuance of grading permits	Project Applicant/ Developer and Qualified Archaeologist	County Department of Regional Planning And/or Natural History Museum of Los Angeles County

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		is generally applicable to the majority of sites to be preserved in areas of native vegetation; or c. Known eligible resources shall be capped with a layer of chemically inactive soil/sediment, in consultation with a qualified Archaeologist. This subsection (c) shall be applicable to sites CA-LAN-3201, CA-LAN-3240, and CA-LAN-3242, to the extent such sites are avoided in accordance with subsection (a) of MM 6-3, unless the qualified Archaeologist determines that any such site is more appropriately protected in accordance with subsections (a) or (b) of this MM 6-4. This subsection (c) shall be applicable to site CA-LAN-3206, unless, pursuant to the County-approved Archaeological Resources Site-Protection Program required by this MM 6-4, it is determined that such site is not vulnerable to disturbance. This MM 6-4 shall be implemented prior to the completion of construction activities and shall be overseen by the County and/or the Tejon Indian Tribe. The qualified Archaeologist shall prepare a written statement documenting appropriate site-protection measures for submittal to the County. Additionally, a Native American monitor representing the Tejon Indian Tribe shall be present during all initial surface grubbing, initial ground surface grading, and any excavation greater than one-half foot in depth.				
5.6	**Cultural and Tribal Resources**	**MM 6-5** For the exposed paleontological resources discovered during the Paleo Environmental Associates (PEA) 2009 study (as detailed in the document entitled *Paleontologic Resource Inventory and Impact Assessment Technical Report prepared in support of Centennial Specific Plan, western Antelope Valley, northern Los Angeles County, California*) and any paleontological resources uncovered during grading or excavation activities in or out of the presence of a Monitor, grading activities will be stopped and diverted to a part of the site reasonably away from the find (highly dependent on the size and complexity of the resource),	Implement mitigation measures to protect resources	During grading or excavation activities, as needed	Project Applicant/ Developer and Qualified Paleontologist	County Department of Regional Planning And/or Natural History Museum of Los Angeles County

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		and a qualified Paleontologist shall (1) ascertain the significance of the resources; (2) establish protocol with the Project Applicant/Developer to protect (or mitigate impacts to) such resources; (3) ascertain the presence of additional resources; and (4) provide additional monitoring of the site, if the Monitor deems it appropriate.				
5.6	**Cultural and Tribal Resources**	**MM 6-6** A Paleontological Treatment and Monitoring Plan (PTMP) shall be developed by a qualified Paleontologist retained by the Project Applicant/Developer. The PTMP shall be reviewed and approved by the County. This plan shall include a protocol for examining, evaluating, and (if necessary) salvaging known fossil localities identified during the PEA (2009) study (as detailed in the document entitled *Paleontologic Resource Inventory and Impact Assessment Technical Report prepared in support of Centennial Specific Plan, western Antelope Valley, northern Los Angeles County, California*); a grading observation schedule shall be maintained when grading occurs within sedimentary rock units so that the Paleontologist may identify and evaluate fossil resources within the Project site. This qualified Paleontologist shall be retained to attend pre-grade meetings and to monitor deep earth-moving activities (including grading, cutting, and trenching) at the site. Paleontological monitoring shall be conducted by a qualified Paleontologist during grading and other excavation work. Recommended hours for monitoring activities shall be established by the qualified Paleontologist and shall be outlined in the PTMP. It shall be the responsibility of the qualified Paleontologist to demonstrate, to the satisfaction of the County, the appropriate level of monitoring necessary based on the tentative map-level grading plans. The qualified Paleontologist shall carefully inspect PTMP-identified areas in order to assess the potential for significant fossil remains. If potential paleontological resources are uncovered, a subsurface evaluation will be performed to assess the discovery. Further subsurface investigation will be undertaken if the resource is determined unique or important for its paleontological	Develop a Paleontological Treatment and Monitoring Plan for review and approval	Prior to issuance of grading permits	Project Applicant/ Developer and Qualified Paleontologist	County Department of Regional Planning And/or Natural History Museum of Los Angeles County

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		information. Because of the potential for producing small fragments of vertebrate microfossils, the Paleontologist shall conduct reasonable, periodic screening of sands from cuts in these units. Such material may be removed in bulk and screened off site for further analysis.				
5.6	**Cultural and Tribal Resources**	**MM 6-7** The qualified Paleontologist retained by the Project Applicant/Developer shall coordinate with appropriate construction contractor personnel to provide information concerning the protection of paleontological resources. Contractor personnel shall be informed that unauthorized fossil collecting is prohibited. The contractor's heavy equipment operators shall be briefed on procedures to be followed in the event that fossil remains and a fossil site are encountered during earth-moving activities (grading or blasting). The briefing shall be presented to new contractor personnel as necessary. Names and telephone numbers of the Monitor and other appropriate mitigation program personnel shall be provided to appropriate contractor personnel and to the County.	Coordinate with construction personnel for the protection of paleontological resources	Prior to the start of construction activities for each development phase	Project Applicant/ Developer and Qualified Paleontologist	County Department of Regional Planning And/or Natural History Museum of Los Angeles County
5.6	**Cultural and Tribal Resources**	**MM 6-8** The qualified Paleontologist shall initiate and coordinate recovery operations with the Project Applicant/Developer, and the County of Los Angeles for any significant fossil localities identified in the Paleo Environmental Associates 2009 document entitled *Paleontologic Resource Inventory and Impact Assessment Technical Report prepared in support of Centennial Specific Plan, western Antelope Valley, northern Los Angeles County, California* as well as if significant fossils are exposed during any Project-related grading pursuant to the PTMP. To initiate recovery operations, the Paleontologist shall be allowed to divert or direct grading in the area of exposure to facilitate evaluation and, if identified as potentially significant, to recover significant fossils. The qualified Paleontologist shall notify the Construction Foreman of the discovery of fossil resources and shall discuss recovery methods and the timeline needed to evaluate the find. If a fossil discovery occurs during grading operations when the Paleontologist is	Initiate and coordinate recovery operations for significant fossils	During grading activities, as needed	Project Applicant/ Developer and Qualified Paleontologist	County Department of Regional Planning And/or Natural History Museum of Los Angeles County

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		not present, grading shall be diverted a reasonable distance away from the area until the qualified Paleontologist can survey the area, conduct recovery operations, and make an assessment on the significance of the find.				
5.6	**Cultural and Tribal Resources**	**MM 6-9** A formal museum storage agreement shall be developed between the Project Paleontologist and an accredited institution. Any fossils and their contextual stratigraphic data that are collected during development shall be prepared and identified by a qualified Paleontologist. Excavated significant fossil finds shall be donated with funding for stabilization, identification, and curation on a first right-of-refusal basis to an appropriate, accredited institution that has a retrievable collection system and an educational and research interest in the materials (e.g., the Natural History Museum of Los Angeles County). A final report prepared by the qualified Paleontologist that details the discovery, recovery, laboratory analysis, and findings and disposition of specimens shall be submitted to the County.	Develop a Formal Museum Storage Agreement	Prior approval of grading permits	Project Applicant/ Developer and Qualified Paleontologist	County Department of Regional Planning And/or Natural History Museum of Los Angeles County
			Prepare and Submit a Final Report	Upon completion of each development phase	Project Applicant/ Developer and Qualified Paleontologist	County Department of Regional Planning
5.6	**Cultural and Tribal Resources**	**MM 6-10** In accordance with *California Code of Regulations* (Title 14, Section 15064.5[e]), in the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the Los Angeles County Coroner must be notified of the discovery (*California Health and Safety Code,* Section 7050.5) and all activities in the immediate area of the find or in any nearby area reasonably suspected to overlie adjacent human remains must cease until appropriate and lawful measures have been implemented. If the Coroner determines that the remains are not recent, but rather of Native American origin, the Coroner shall notify the Native American Heritage Commission (NAHC) in Sacramento within 24 hours to permit the NAHC to determine the Most Likely Descendent (MLD) of the deceased Native American.	Notify Los Angeles County Coroner if human remains are discovered and Rebury Native American remains, if found	During construction activities, as needed	Project Applicant/ Developer and Qualified Archaeologist	Los Angeles County Coroner and Native American Heritage Commission

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		The designated MLD may make recommendations to the Project Applicant/Developer or the person responsible for the excavation work, for means of treating or reassignment of the human remains and any associated grave goods with appropriate dignity, as provided in *California Public Resources Code,* Section 5097.98. If any of the following occurs, the Project Applicant/Developer shall rebury the Native American remains and the associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance: (1) the NAHC is unable to identify an MLD; (2) the MLD fails to make a recommendation within 48 hours of being notified of the discovery; or (3) the Project Applicant/Developer rejects the recommendation of the MLD and mediation by the NAHC fails to provide acceptable measures.				
5.7	**Biological Resources**	**MM 7-1** Prior to issuance of grading permits in areas of the Project site that may disturb California androsace, crownscale, round-leaved filaree, Mojave spineflower, sylvan scorzonella, or adobe yampah populations, focused surveys of mitigation lands shall have been completed by a qualified biologist(s) to confirm compliance with the 2:1 mitigation ratio for the California androsace, crownscale, round-leaved filaree, Mojave spineflower, sylvan scorzonella, and adobe yampah. Surveys will be conducted in accordance with current California Native Plant Society (CNPS) protocol and will occur during the appropriate time of year. The Survey Report shall be submitted to the County and the California Department of Fish and Wildlife (CDFW) for their review. In addition to rare plant species populations that have previously been found in the Mitigation Preserve, newly detected populations will be preserved and managed for long-term preservation. These populations will provide baseline information for management efforts described below and will provide information to help determine habitat suitability in areas where propagation of rare plants may be considered. The Project Applicant shall prepare and implement a Special Status Plant Species Restoration Plan covering the California	Conduct Special Status Plant Surveys in mitigation areas and Prepare, Implement and Develop the Special Status Plant Species Restoration Plan and Harvest round-leaved filaree seed	Prior to ground disturbing activities that would impact applicable species and Within 1 year following approval of construction permits and During the appropriate time of year	Project Applicant/ Developer and Qualified Biologist	County of Department of Regional Planning in consultation with California Department of Fish and Wildlife

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		androsace, crownscale, round-leaved filaree, Mojave spineflower, sylvan scorzonella, and adobe yampah that shall specify the following: (1) identification of and suitability analyses for the enhancement area; (2) procedures for the collection and temporary storage of seed (all available seed from every impacted occurrence shall be collected); (3) planting procedures, including soil preparation and irrigation; (4) a schedule and action plan to maintain and monitor enhanced, restored, and/or created populations; (5) methods to control plant densities (of competing plants) to promote the establishment of California androsace, crownscale, round-leaved filaree, Mojave spineflower, sylvan scorzonella, and adobe yampah; (6) a list of County-approved success criteria (e.g., germination rates, growth, plant cover) to compare to the density of existing populations; (7) for creation or enhancement area(s), monitoring to confirm successful implementation of the 2:1 mitigation ratio; and (8) contingency measures to further create or enhance plantings in creation or enhancement areas where monitoring results do not show successful 2:1 mitigation, which shall remain in effect until such time as the 2:1 mitigation ratio has been achieved and maintained for one full growing season. The Project Applicant shall develop the Special Status Plant Species Restoration Plan and the County and CDFW shall approve it prior to any vegetation clearing or grading on the site. Prior to the commencement of vegetation clearing and/or grading activities, the Project Applicant shall contract a qualified firm to harvest California androsace, crownscale, round-leaved filaree, Mojave spineflower, sylvan scorzonella, and adobe yampah seeds from the impacted populations on the Project site. The seeds shall be collected in the manner and time described in the Special Status Plant Species Restoration Plan. The harvested seed shall be used for the enhancement, restoration, or creation of these species' populations to be preserved in open space areas on the Project site. Additionally, prior to implementation of the Plan, a focused				

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		survey for the special status species impacted (listed above) shall occur in the preserve areas to document existing populations. The previously documented populations of California androsace, round-leaved filaree, Mojave spineflower, sylvan scorzonella, and adobe yampah occurring in the designated on-site mitigation areas (north of State Route [SR] 138 and south of SR-138), and Mitigation Areas 1, 2, 3 shall be preserved in perpetuity. These existing areas shall be (in order of priority) preserved, enhanced, expanded, restored, or created in order to compensate at a 2:1 ratio for the thousands of individual special status plants that will be lost due to the Project. Those portions of the crownscale and Mojave spineflower populations that are located within and along the western edge of the open space polygon located approximately 500 feet east of Cement Plant Road and approximately 650 feet north of the SR-138 shall be protected. No temporary or permanent disturbance (including fuel modification) shall occur in the identified occurrence points or polygons; these occurrence points or polygons shall be flagged by a qualified Biologist prior to the start of Project activities in the area. In addition, the post-construction hydrology that supports these protected populations shall be consistent with the pre-Project hydrologic condition. The supporting area consists of the adjacent slope, which drains to the protected plant populations and consists of approximately 300 feet to the north and north northwest. Additional protective measures are included in MM 7-17. Planting of California androsace, crownscale, round-leaved filaree, Mojave spineflower, sylvan scorzonella, and adobe yampah shall be performed in accordance with the specifications in the Special Status Plant Species Restoration Plan, which will also indicate the target densities for each of these species so that the new populations will support at least as many individuals of each species as were impacted.				

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5.7	**Biological Resources**	**MM 7-2** All grubbing/grading within a phase of construction shall be scheduled and implemented to facilitate the voluntary movement of localized wildlife towards intact adjacent habitat. Islands of habitat should not be created during site disturbance unless they are to be retained as un-impacted following the Project buildout. A pre-construction/grading survey of all areas proposed for construction/grading activities that contain potentially suitable habitat for silvery legless lizard, coast horned lizard, and two-striped garter snake shall be conducted by a qualified Biologist. Surveys will consist of 1 pass-through by a qualified Wildlife Biologist walking 50-meter belt transects across areas to be impacted while visually searching for the species listed above. Surveys will be conducted no more than three days prior to the disturbance of the surveyed area. If any of these species or other wildlife species that can be easily moved are observed within the construction/grading zone, the Biologist (who must have a valid California Scientific Collecting Permit) shall relocate them to a suitable area outside the construction zone. Suitable areas would include appropriate habitats within the proposed open space areas in the northwestern portion of the Project site and would be identified in a Wildlife Relocation Plan (described below) prior to surveys but before construction begins. Areas adjacent to Quail Lake and on the Project site potentially supporting western pond turtle breeding habitat shall not be disturbed during the breeding season for the turtles (April through August). No Project activities shall occur within 400 feet from the edge of Quail Lake, due to potential for nesting in those areas. Prior to issuance of grading or building permit, the Project Proponent shall conduct appropriate burrowing owl pre-construction surveys and avoidance and mitigation measures as identified below.	Survey all areas that may contain potentially suitable habitat for silvery legless lizard, coast horned lizard, American badger, western pond turtle, and the two-striped garter snake and relocated as necessary and Conduct Swainson's hawk and burrowing owl surveys	No more than three days prior to disturbance And Weekly beginning 30 days prior to initiation of construction activities with final survey one day prior to construction	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning in consultation with California Department of Fish and Wildlife
			Submit Swainson's hawk Monitoring and Mitigation Plan for review and approval to County and CDFW and Submit a Wildlife Relocation Plan for review and approval to County and CDFW	Submit within 90 days of locating active hawk nest and Submit prior to surveys	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning And California Department of Fish and Wildlife

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		Burrowing Owl Pre-Construction Surveys The project biologist shall conduct pre-construction take-avoidance surveys no more than 30 days prior to ground-disturbing activities within each construction area. Focused burrowing owl surveys shall be conducted in accordance with the CDFW Staff Report on Burrowing Owl Mitigation (March 2012). Breeding season surveys shall include at least four survey passes completed between February 15 and July 15, with at least one visit between February 15 and April 15, and a minimum of three survey visits (at least 3 weeks apart) between April 15 and July 15, including at least one visit after June 15. Non-breeding season surveys shall include at least four visits spread evenly throughout the non-breeding season. The surveys shall be conducted in suitable burrowing owl habitat within 150 meters (492 feet) of the project footprint. Surveys shall be conducted by walking 20-meter transects. Because burrowing owls can recolonize a site after a few days, time lapses between project activities trigger subsequent take avoidance surveys, including, but not limited to an additional survey within 24 hours of ground-disturbing activities. Once surveys are completed, the project biologist shall prepare a survey report on the survey methods and results. *Burrowing Owl Avoidance and Mitigation Measures* Submit for DRP and CDFW approval and subsequently implement a Burrowing Owl Exclusion Plan, which includes four avoidance and relocation strategy tiers and associated mitigation requirements set forth in the CDFW Staff Report on Burrowing Owl Mitigation (CDFG 2012): Tier 1 – Avoidance Buffers; Tier 2 – Passive Relocation; Tier 3 – Prevention of Recolonization of Development Areas; and Tier 4 – Active Relocation (Optional). Site monitoring shall be required prior to, during, and after exclusions of burrowing owls from their burrows. Excluded burrowing owls shall be monitored and documented using artificial or				

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		natural borrows on adjoining Mitigation Preserve lands or other open space. Avoidance buffers shall be established in accordance with the buffer distances described in the CDFW Staff Report on Burrowing Owl Mitigation (CDFG 2012), which range from 50 to 500 meters, depending on the season and level of disturbance. The buffers may be reduced, but only after consultation with and approval from CDFW. Prior to issuance of grading or building permit, the Project Proponent shall conduct appropriate Swainson's hawk pre-construction surveys and avoidance and mitigation measures as identified below. *Swainson's hawk pre-construction surveys* Pre-construction surveys for Swainson's hawk shall be conducted during the two survey periods prior to construction by the Project Lead Biologist following the survey methods developed by the Swainson's Hawk Technical Advisory Committee (SWHA TAC 2000). These methods include surveying for active nests within a 0.5-mile radius of all Project activities prior to construction activities. *Swainson's hawk avoidance measures* If active Swainson's hawk nests (defined as nests used during one or more of the last 5 years) are found during these surveys, the Project Proponent shall utilize the CDFW *Staff Report Regarding Mitigation for Impacts to Swainson's Hawks* (Buteo swainsoni) *in the Central Valley of California* for addressing the species as modified below. During initial ground disturbance construction, no intensive disturbances (e.g., heavy equipment operation associated with construction, use of cranes or draglines, new rock-crushing activities) or other Project-related activities that may cause nest abandonment or forced fledging shall occur within 0.5-mile of an active nest between January 1 and				

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		September 15, unless take authorization is obtained and provides otherwise. The buffer zone may be decreased to 0.25-mile around nests for subsequent construction (i.e., in areas where disturbance—such as heavy equipment operation associated with construction, use of cranes or draglines, new rock-crushing activities—is not a normal occurrence during the nesting season). Active nest trees (where the nest is intact and has been used in the last 5 years) shall not be removed unless there is no practicable way of avoiding them. Encroachment of construction within the 0.5-mile buffer and removal of active nesting trees shall only be undertaken subject to consultation with CDFW and issuance of a California Fish and Game Code Section 2081 Incidental Take Permit, and associated conditions, if any are required. The tree removal period shall be limited to between October 1 and December 31. *Swainson's hawk monitoring during construction* If construction or other Project-related activities that may cause nest abandonment or forced fledging are necessary within the buffer zone, prior acquisition of an Incidental Take Permit shall be required. Monitoring of the nest site by the Project Lead Biologist is required to determine whether the nest is abandoned. If the nest is abandoned and if the nestlings are still alive, the master developer shall fund the recovery and hacking (i.e., the controlled release of captive-reared young) of the nestling(s). Existing activities such as agricultural activities, commuter traffic, and routine facility maintenance activities within 0.25-mile of an active nest shall not be prohibited. The Wildlife Relocation Plan shall describe: (1) all areas potentially suitable for receiving relocated animals and (2) methods that shall be used in the relocation process. Methods shall include appropriate species-specific handling techniques, including adherence to the Amphibian Task				

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		Force Fieldwork Code of Practice, to prevent the spread of pathogens. The Plan shall also identify thresholds for the number of individuals of each species that shall be allowed to be placed in any particular area. The Wildlife Relocation Plan shall be prepared by a qualified biologist and submitted to the CDFW prior to Project implementation for review and comment. The plan shall be approved by the County prior to issuance of the first grading permit. County and CDFW approval of the Plan shall indicate that the performance standards have been met. The Plan shall be implemented prior to grading an area for which the pre-construction survey identified one or more of these species. Although, implementation of the mitigation plan may have some impact on wildlife, it is expected to be negligible relative to the project as a whole and expected to me a net positive effect as required. Prior to issuance of grading or building permit, the Project Proponent shall conduct appropriate golden eagle pre-construction surveys and avoidance measures as identified below. *Golden eagle pre-construction surveys* Pre-construction surveys for golden eagle shall be conducted prior to construction activities. Surveys for active nests will be conducted by the Project Lead Biologist in all potentially suitable habitat areas within a 0.5-mile radius of all Project activities. Methods employed shall be consistent with standard and appropriate protocols for golden eagle and within the appropriate season of the year prior to construction. *Golden eagle avoidance measures* If active golden eagle nests are found during these surveys, no intensive disturbances (e.g., heavy equipment operation associated with construction, use of cranes or draglines, new rock-crushing activities) or other Project-related activities that may cause nest abandonment or				

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		forced fledging shall occur during initial ground disturbance construction within 0.50 mile of an active nest between March 1 and September 15. The buffer zone may be decreased to 0.25 mile around nests for subsequent construction (i.e., in areas where disturbance—such as heavy equipment operation associated with construction, use of cranes or draglines, new rock-crushing activities—is not a normal occurrence during the nesting season). Active nest trees (where the nest is intact and has been used in the last year) shall not be removed. For the American badger specifically, the following pre-construction survey and avoidance measure protocols shall be implemented. *American Badger Pre-Construction Surveys and Avoidance Conditions* Pre-construction winter/non-natal surveys for American badger shall be required for any construction activities commencing between November 1 and February 15. Surveys shall be conducted within potentially suitable habitat, within 100 feet of disturbance zones, no more than 14 days prior to construction activities to determine whether American badger winter dens are present within disturbance zone or within 100 feet of the disturbance zone boundary. If Project activities are delayed or suspended for more than 14 days, the project-construction surveys shall be repeated. If an American badger winter or non-natal den is occupied within the disturbance zone or within 100 feet of the disturbance zone, then the den location shall be clearly marked with fencing or flagging, in a manner that does not isolate the badger from intact adjacent habitat or prevent the badger from accessing the den, to avoid inadvertent impacts on the den. The den shall be monitored by a qualified biologist to confirm normal activities during construction. If it is not practicable to avoid the wintering				

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		or non-natal den during construction activities, CDFW will be contacted. Construction activities shall be allowed to proceed when the den is vacated. Pre-construction natal den surveys for American badger shall be required for any construction activities commencing between March 15 and July 31. Pre-construction surveys shall be conducted within potentially suitable habitat, within 200 feet of the disturbance zone, by the project biologist, no earlier than 14 days prior to ground-disturbing construction activities to determine whether American badger natal dens are present within the project disturbance zone or within 200 feet of the disturbance zone. If active natal dens are located within these areas during pre-construction surveys, construction activities shall be postponed. If natal dens are detected during construction, construction activities shall be halted within 200 feet of the natal den. This buffer may be reduced based on the location of the den or type of construction activity, based on the direction of the project biologist and CDFW has agreed in writing. Construction activities shall not preclude the ability of the documented badgers to disperse to on-site open space or off-site habitat when the natal den is vacated (i.e., habitat suitable for dispersal must be maintained until dispersal occurs). Construction will be postponed or halted in these areas until it is determined by the project biologist that the young are no longer dependent on the natal den. To avoid inadvertent impacts during construction and to ensure that construction activities are at least 200 feet from active natal dens, any active natal dens within the survey area shall be clearly marked with fencing or flagging in a manner that does not isolate the badger from sufficient intact adjacent habitat, prevent the badger from accessing the den, or inhibiting normal behavioral activities (e.g., foraging and dispersing from the site) by the mother and				

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		pups. Construction activities shall be allowed to proceed when the den is vacated. Pre-construction surveys for the ring-tailed cat shall be conducted throughout the Project disturbance area in the appropriate season within the year prior to disturbance. If results are negative, Project activities will proceed without further restrictions in regard to this species. If detected, the applicant shall consult with CDFW and modify Project activities at that time to ensure complete avoidance and no take of ring-tailed cat will occur.				
5.7	**Biological Resources**	**MM 7-3** For all grading and construction activities, the Project Applicant/Developer shall retain a qualified Biologist (with selection reviewed by the County) to ensure that incidental construction impacts on special status wildlife species are avoided or minimized. The Biologist shall relocate silvery legless lizard, coast horned lizard, two-striped garter snake and any other special status wildlife species that can be moved which would otherwise be destroyed or adversely affected by construction and/or site-preparation activities. Responsibilities of the Construction Biological Monitor shall include: a. Attendance at the pre-construction meeting to ensure that timing and location of construction activities do not conflict with other mitigation requirements (e.g., seasonal surveys for nesting birds). The meeting shall be conducted with the Contractor and other key construction personnel to describe the importance of restricting work to designated areas. b. Discussion with the Contractor of procedures to minimize harm/harassment of wildlife that may be encountered during construction. c. Review/designation of the construction area with the Contractor in accordance with the Final Grading Plan. Haul roads, access roads, and on-site staging and storage areas shall be sited in grading areas to minimize	Retain a qualified Biologist to implement mitigation measures and Conduct Construction Biological Monitor Requirements	Prior to construction activities and During construction activities	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning
			Submit a Final Monitoring Report for review and approval to County and CDFW	After construction activities have been completed for each development phase	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning And California Department of Fish and Wildlife

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		degradation of habitat adjacent to these areas. If activities outside these limits are necessary, they shall be evaluated by the Biologist to ensure no special status species or habitats will be affected. d. A field review that is conducted to stake designated construction limits (to be set by the Surveyor). Any construction activity areas immediately adjacent to riparian areas or other special status resources (such as large trees or bird nests) may be flagged or temporarily fenced by the Monitor at his/her discretion. e. Periodic visits to the site during construction to coordinate and monitor compliance with the above provisions. f. Submittal of a brief report to the County and CDFW discussing any conflicts or errors resulting in impacts to special status resources within 48 hours of the incident. At the conclusion of construction of each planning area, submittal of a Final Report discussing the results of the activities and any recommendations for improving the process. Submission of this report shall be the performance standard. In addition, a Biological Monitor will be on site during all initial vegetation removal and will employ salvage methods to minimize direct impacts to common wildlife species. Where feasible, the biological monitor will attempt to ensure wildlife are out of potential direct impact. In order to further reduce impacts to special status wildlife, restrictions shall be placed on the Contractor. These restrictions are related to hours of operation and blasting requirements. Responsibilities of the Construction Contractor shall include: a. All Project-related activities during construction shall be restricted to daylight hours. Night work and associated lighting shall be prohibited throughout the				

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		Project site to reduce the potential adverse effect on special status species. b. Vehicle and equipment access within the Project site shall be restricted to existing roads and overland travel shall be minimized and confined to areas where development will occur to the greatest extent feasible. c. If blasting is required, applicable federal, State, and local requirements would be observed, and any necessary permits and authorizations would be obtained. d. Best Management Practices Guidelines developed by the Institute of Makers of Explosives (IME) would be implemented. e. To avoid impacts to special-status-biological resources, blasting would occur during the rough-grading activities of construction phase of the Project only between the hours of 10:00 am and 4:00 pm. f. To avoid potential affects to birds, blasting would occur outside the nesting bird season (i.e. blasting shall occur only between September 15 and January 1). No blasting shall occur within 1 mile of the winter perch for bald eagle during the winter season (October 15 to March 15). g. Prior to blasting, a blasting monitoring team including the Project biologist and one acoustician would be formed. The Project biologist would assess and provide guidance related to the criteria for impact on any nearby noise sensitive species. The acoustician should have a minimum of five years of acoustical measurement experience and would be responsible for the blast noise and vibration measurements. h. Blasts should be measured with a calibrated Type 1 sound level meter set to the fast or impulse integration response. If possible, the low frequency cut off should				

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		be set as low as possible, ideally 2 Hz or lower. Peak sound levels should be measured at a known distance from blast between the blast site and the noise sensitive species habitat (identified by the Project biologist). If the Project biologist sees fit, the low frequency cut of requirements may be waived or adjusted to address the sensitive species in the area. If measured peak levels exceed the criteria, blasts shall be altered in a way to reduce the impact. Such mitigation efforts may include: Reducing the explosive material, altering the packing and placement of the explosive material, or changing the location of the blasting efforts. i. The biologist has the authority to stop blasting efforts or advise the blast team on the method of mitigation.				
5.7	**Biological Resources**	**MM 7-4** All open space preservation areas adjacent to active construction sites shall be denoted with wildlife-friendly fencing installed and maintained during construction to ensure that construction activities remain within the development footprint. Construction area temporary signage shall not have holes (or holes shall be covered or filled within the top four inches) to prevent raptor talon entanglement. Construction fencing and signage will be overseen by the Project Biologist.	Fence areas between open space preservation areas and active construction sites	Prior to construction activities adjacent to open space preserves	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning
5.7	**Biological Resources**	**MM 7-5** Within the year prior to, and within the appropriate season, focused surveys for the following special status species shall be repeated: arroyo toad, Tehachapi slender salamander, California red-legged frog (concurrent with two-striped garter snake and western pond turtle focused surveys), western spadefoot, mountain plover, southwestern willow flycatcher, western yellow-billed cuckoo, and least Bell's vireo. Surveys shall be conducted within all areas of potentially suitable habitat and in accordance with the approved CDFW or U.S. Fish and Wildlife Species (USFWS) protocol for that species.	Conduct focused surveys for special status species	Within one year prior to construction activities for each development phase, within the appropriate season	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning in consultation with California Department of Fish and Wildlife

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		Western spadefoot pre-constructions surveys and avoidance measures shall be implemented as follows: *Western spadefoot pre-construction surveys* Prior to approval of a Grading Permit, the applicant shall provide to the County evidence verified by the Project Biologist that the area proposed to be graded, including a 300-foot buffer area, has been surveyed for suitable western spadefoot breeding habitat. If suitable breeding habitat is identified, the verification shall include a map of the delineated areas, including the 300-foot buffer, which are to be avoided. Surveys shall be conducted within 60 days prior to construction during a time of year when the species can be detected above ground at suitable breeding sites. Suitable breeding habitat is defined as areas of temporarily ponded water, including within creeks and within the valley floor uplands. Suitable breeding sites should support ponded water for at least three weeks. To ensure that diseases are not conveyed between work sites by the Project Biologist or his or her assistants, the fieldwork code of practice developed by the Declining Amphibian Populations Task Force will be followed at all times. *Western spadefoot avoidance measures* If western spadefoot is detected within the Project footprint, measure "(i)" shall be implemented with appropriate review and concurrence from CDFW. If western spadefoot is detected outside the Project footprint, but within 300 feet of the Project footprint boundary, measure "(ii)" shall be implemented. Prior to implementation of avoidance measures, the Project Biologist shall confer with CDFW. If western spadefoot is detected (including egg masses and larvae) in water within the Project footprint and cannot be permanently avoided (e.g., by placing a resource avoidance area over the site), suitable breeding habitat shall be				

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		created within suitable natural sites in open space outside of the Project footprint under the direction of the Project Biologist. The amount of occupied breeding habitat to be impacted by the Project shall be replaced at a 2:1 ratio. The habitat creation location shall be in suitable habitat within on-site open space and as far away as feasible from residential and commercial development and roads. The created breeding habitat shall be designed such that it supports standing water for no longer than three months following winter rains so that aquatic predators (e.g., fish, bullfrogs, and crayfish) cannot become established. Terrestrial habitat surrounding the proposed relocation site shall be as similar in type, aspect, and density to the location of the impacted breeding site as feasible. No site preparation or construction activities shall be permitted within 300 feet of the vicinity of the impacted breeding site until the design and construction of the pool habitat in preserved areas of the site have been completed and all detected western spadefoot tadpoles, egg masses, and adults are moved to the created breeding habitat. The Project Biologist shall monitor the relocation site for a cumulative total of five years in which environmental conditions are conducive for western spadefoots to successfully complete the breeding cycle (i.e., adequate rain for pools to hold water for a sufficient period). Monitoring shall be conducted during and immediately following peak breeding season such that surveys can be conducted for adults as well as for egg masses, larval, and metamorphic western spadefoot. Success criteria for the monitoring program shall include verifiable evidence of western spadefoot reproduction at the relocation site during five years with suitable breeding conditions. If western spadefoot is detected (including egg masses and larvae) in water within 300 feet of the Project footprint boundary, but not within the Project footprint itself, an exclusion fence shall be constructed along the Project boundary between the construction footprint and the				

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		occupied breeding site to prevent western spadefoots from moving into and aestivating within the construction footprint. The exclusion fencing shall consist of 16-inch metal flashing, or an equivalent material, which shall be buried at least 6 inches below the ground surface, extending at least 8 inches above the ground. The fencing shall cover a sufficient length of the boundary to inhibit western spadefoots from entering the Project footprint without entrapping aestivating western spadefoot. The necessary length and appropriate location of the exclusion fence relative to the occupied breeding site shall be determined by the Project Biologist. No construction activities involving heavy equipment generating noise, ground vibration, and/or dust shall be allowed within 300 feet of occupied breeding sites until western spadefoots have metamorphized and are no longer present in the breeding pool, as determined by the Project Biologist. Acceptable Project activities (e.g., quiet and/or low impact activities) within 300 feet of the occupied breeding site shall be allowed at the discretion of the Project Biologist. Preconstruction surveys and avoidance measures for the least Bell's vireo and southwestern willow flycatcher, specifically shall be as follows: *Least Bell's vireo and southwestern willow flycatcher pre-construction surveys* In the season prior to construction, within all potentially suitable habitat within 0.5 mile of proposed construction areas, the Project Biologist shall conduct focused surveys for least Bell's vireo and southwestern willow flycatcher. Least Bell's vireo surveys will follow the currently accepted Least Bell's Vireo Survey Guidelines (USFWS 2001). Surveys for southwestern willow flycatcher will be conducted using the methods outlined in A Natural History Summary and Survey Protocol for the Southwestern				

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		Willow Flycatcher, issued by the U.S. Geological Survey (USGS) and U.S. Department of the Interior and approved by the U.S. Fish and Wildlife Service (USFWS) (Sogge et al. 2010). Surveys for least Bell's vireo and southwestern willow flycatcher will be conducted concurrently. *Least Bell's vireo and southwestern willow flycatcher avoidance measures* If active nests are found, clearing and construction within 0.5 mile of the nest shall be postponed or halted until the nest is vacated and juveniles have fledged, as determined by the Project Biologist, and there is no evidence of a second attempt at nesting. If no active nests are observed, construction may proceed. If active nests are found, work may proceed provided that construction activity is located at least 0.5 mile from active nests (or as authorized through take permits). This buffer may be adjusted provided noise levels do not exceed 60 dBA hourly L_{eq} at the edge of the nest site as determined by a qualified biologist in coordination with a qualified acoustician. If the noise meets or exceeds the 60 dBA L_{eq} threshold, or if the biologist determines that the construction activities are disturbing nesting activities, the biologist shall have the authority to halt the construction and shall devise methods to reduce the noise and/or disturbance in the vicinity. This may include methods such as, but not limited to, turning off vehicle engines and other equipment whenever possible to reduce noise, installing a protective noise barrier between the nest site and the construction activities, and working in other areas until the young have fledged. If noise levels still exceed 60 dBA L_{eq} hourly at the edge of nesting territories and/or a no-construction buffer cannot be maintained, construction shall be deferred in that area until the nestlings have fledged. All active nests shall be monitored on a weekly basis until the nestlings fledge. The qualified biologist shall be responsible for documenting the results				

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		of the surveys and the ongoing monitoring and for reporting these results to CDFW and USFWS.				
5.7	**Biological Resources**	**MM 7-6** Construction Monitoring - The Project Applicant shall retain a CDFW/USFWS-approved "Authorized Biologist," to be on-call during all construction activities. If condors are observed foraging or landing in the Project area, the Authorized Biologist shall have the authority to stop all construction activities until appropriate corrective measures have been implemented. If condors are observed landing in the Project area, the Applicant shall avoid further construction within 500 feet of the sighting until the animals have left the area, or as otherwise authorized by CDFW and USFWS. If the condors are nesting within 0.5-mile of any Project area, no construction activities shall occur within this 0.5-mile buffer until the condors leave, or as otherwise directed by CDFW and USFWS. All condor sightings in the Project area shall be reported to CDFW and USFWS within 24 hours of the sighting. Cattle Carcass Relocation - The Project Applicant shall remove dead cattle that are found within 1,000 feet of the boundary of a residential or commercial development within 24 hours. The Approved Biologist will select locations a minimum of 1,000 feet from development areas for relocation of carcasses. The proposed locations would be approved by the CDFW and USFWS. A telephone number for reporting dead cattle shall be provided by the Applicant. Utility Hazards - All surfaces on new antennae and phone/utility towers shall be designed, installed, and operated with anti-perching devices in conformance with Avian Power Line Interaction Committee standards to deter California condors and other raptors from perching. Whenever possible, utility towers and antennae should be self-supporting (i.e. not use guy wires), and be as visible as possible (using solid panel siding or dense/wide lattice work). Condor Educational Curriculum - The Applicant shall provide a Condor Educational Curriculum that includes the life history	Retain a qualified biologist for condor observation and Implement California condor protective measures	Prior to construction activities and During grading activities	Project Applicant/ Developer	County Department of Regional Planning

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		of the California condor, how to identify condors, TRC hunting rules and regulations, prohibited behaviors related to condors such as hunting with lead ammunition, and the legal consequences of inadvertently or otherwise illegally shooting or harming California condors. The information will also identify types of microtrash that could be ingested by adult breeding condors and describe measures to eliminate microtrash and provide information on how to report roadkill for removal. In addition, these rules, regulations, and prohibitions shall be listed within CC&Rs. Microtrash - During construction, the Applicant shall ensure that all Project areas are kept clean of debris including microtrash and litter. Workers will be trained on the issue of microtrash: what constitutes microtrash, its potential effects on California condors, and how to avoid the deposition of microtrash. In addition, the Applicant will ensure that routine community maintenance activities include regular efforts to eliminate microtrash on and near all work sites, recreational events, roads, and adjacent open space areas. If it is determined that condors are ingesting microtrash in the Project area, the Applicant, CDFW, and USFWS shall evaluate potential remedies to reduce, and, if possible, eliminate microtrash ingestion. Such remedies may include increased education and awareness to residents, guests, staff, and workers regarding the dangers of microtrash, increased monitoring of events and activities that are potential sources of microtrash, and more frequent collection of microtrash. Condor Deterrent Activities - If the Authorized Biologist deems it necessary, USFWS California condor hazing methods that do not rise to the level of "Take" under the ESA (Service 2014) will be employed. Only the Authorized Biologist, with approval from the USFWS, will conduct hazing and only when such actions are warranted. If the Authorized Biologist is not immediately available, a subset of less aggressive hazing				

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		methods, such as yelling, stomping, leashed dog barking or low pressure water spray, may be used when a clear escape route for the condors is identified and upon guidance from USFWS. Condor Tracking – The Applicant will provide the USFWS with twenty-five (25) GPS satellite tracking transmitters (total cost not to exceed $150,000.00) prior to grading plan approval. This will allow the USFWS to more quickly identify the immediate location of birds that are not moving relative to the ground, which usually indicates that an injury, illness, or death has occurred. The ability to track the movements and locations of individual condors can aid in the monitoring of the overall effectiveness of measures to minimize and mitigate the indirect impact of microtrash by locating possible areas where microtrash was ingested. It can also aide in identifying the location where condors were shot if such an incident were to occur.				
5.7	**Biological Resources**	**MM 7-7** The Project shall incorporate avoidance and additional open space buffer features for each of the two known tricolored blackbird nesting areas on and adjacent to the Project site. Permanent impacts will be restricted to a distance of 400 feet from the nesting area excluding small impact areas associated with infrastructure and utilities along SR-138 immediately south of Quail Lake. The nesting area will be delineated by a qualified Ornithologist based on all available data (three years of site-specific data shall be used). Temporary impacts (i.e., construction noise) within a ¼ mile of active nesting areas shall be restricted to the non-breeding season. The breeding season for this species shall be considered April 1 through July 1. The applicant shall consult with CDFW and may obtain an Incidental Take permit if determined appropriate.	Incorporate avoidance and additional open space buffer for existing nesting areas into Tentative Maps and Enhance, restore, and/or preserve potentially suitable tricolored blackbird breeding habitat	Prior to approval of Tentative Maps and After approval of construction permits for Final Maps	Project Applicant/ Developer and Qualified Ornithologist	County Department of Regional Planning in consultation with California Department of Fish and Wildlife and Natural History Museum of Los Angeles County

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
5.7	**Biological Resources**	**MM 7-8** The Project Biologist shall conduct pre-construction nesting bird surveys no earlier than seven days prior to any Project-related construction/ground disturbance activities within each construction area and a 500-foot buffer that occurs during the nesting/breeding season of special-status bird species potentially nesting on the site, with the exception of the special-status bird species addressed under separate subheadings below (including burrowing owl, golden eagle, and Swainson's hawk). The pre-construction surveys shall be conducted between January 1 and September 15, or as determined by the Project Biologist. If construction activities are delayed for more than 14 consecutive days, the surveys shall be repeated. The purpose of the pre-construction nesting bird surveys will be to determine whether occupied nests are present in the disturbance zone or within 500 feet of the disturbance zone boundary. If occupied nests are found, then limits of construction to avoid occupied nests shall be established by the Project Biologist in the field with flagging, fencing, fencing, or other appropriate barriers. The following minimum no-disturbance buffers will be required: 250 feet around active non-listed passerine nests and 500 feet around active non-listed raptor nests. Construction personnel shall be instructed on the sensitivity of nest areas. Project-related activities will not occur within the no-disturbance buffers. The Project Biologist shall serve as a construction monitor during those periods when construction activities are to occur near active nest areas to avoid inadvertent impacts to these nests. The Project Biologist may adjust the 250-foot or 500-foot setback at his or her discretion depending on the species, the behavioral baseline conditions determined through passive monitoring, and the location of the nest (e.g., if the nest is well-protected in an area buffered by dense vegetation). Once a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival, construction may proceed in the setback areas. Monitoring	Conduct construction activities outside of breeding season	Begin 30 days prior to construction activities	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning

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		reports shall include information regarding active nests and status of nests.				
5.7	**Biological Resources**	**MM 7-9** Prior to issuance of grading or building permit, the Project Proponent shall conduct appropriate pre-construction bat surveys for bat roosts for pallid bat, western mastiff bat, western red bat, Townsend's big-eared bat as identified below. a) Pre-Construction Surveys: No earlier than one year prior to the commencement of construction activities for each construction area, a pre-construction survey shall be conducted by qualified project biologists to establish areas of roosts occupancy of special-status bats (including maternity roosts, non-maternity roosts, and winter hibernacula) are present in the Project disturbance zone and within 300 feet of the Project disturbance zone boundary. The number of required project biologists and number of survey nights will be based on the size of the construction area to assure that the whole of the construction area can be adequately surveyed. The surveys shall consist of: i. Two spring surveys (April through June) and two winter surveys (November through January); ii. Each survey consists of one dusk emergence Each survey consists of one dusk emergence survey (start one hour before sunset and last for three hours), followed by one pre-dawn re-entry survey (start one hour before sunrise and last for two hours), and one daytime visual inspection of all potential roosting habitat in the construction area; iii. For each survey areas, conduct all three survey types within one 24-hour period; iv. Construction areas too large to be adequately assessed in one survey, as determined by the	Conduct pre-construction bat surveys	Prior to issuance of applicable construction permit for Tentative Maps, but no earlier than 1 year prior to any grading activity that would occur during the breeding season (April 1 through August 31)	Project Applicant/ Developer and Qualified Biologist	County Department of Regional Planning

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		Project biologist, shall be divided into multiple smaller survey areas. iv. Focus visual inspections on the identification of bat sign (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks and bats squeaking and chattering); and v. Use bat detectors, bat call analysis and visual observations during all dusk emergence and pre-dawn re-entry surveys. Data collection for each survey shall include the following information: i. Whether bats are, or have been, present at roosts on the Project site; ii. Assemblage of species using the site for roosting; iii. Type of roost (i.e., maternity roost, day roost, night roost, feeding perch, mating roost, satellite roost, transitional roost or winter hibernaculum); iv. Location, ambient temperature, internal dimensions and the aspect and orientation of the roost; v. Spatial and temporal distribution of bat roosting activity; vi. Flight paths, exit and entrance points; vii. Number of bats, time and duration of use observed during roost surveys; viii. Photographs; and ix. Identification of any survey constraints. x. If roosts are detected during pre-construction surveys, the following avoidance measures will be implemented unless relocation and/or take is				

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		authorized under California Endangered Species Act (CESA), as required by applicable law. b) Avoidance Measures Fencing Installation i. For Maternity Roosts: If an active maternity roost is identified in these areas, the maternity roost will not be directly or indirectly disturbed by prohibiting clearing and grubbing adjacent to the roost site, prohibiting lighting use near the roost site where it would shine on the roost or interfere with bats entering or leaving the roost, prohibiting the bird netting and prohibiting the operation of internal combustion equipment, such as generators, pumps and vehicles within 300 feet of the roost site until the maternity roost is vacated and juveniles have fledged, as determined by the project biologist. The rearing season for native bat species in California is approximately April 1 through August 31. ii. For Hibernacula or Non-Maternity Roosts: If non-breeding bat roosts (hibernacula or non-maternity roosts) are found within the disturbance zone, the following shall be implemented: a. Avoid direct and indirect impacts to roosting sites by prohibiting all project-related activities within 100 feet of the roost. b. Additionally, within 300 feet of the roost, prohibit clearing and grubbing adjacent to the roost site and lighting use near the roost site where it would shine on the roost or interfere with bats entering or leaving the roost. Prohibit the operation of internal combustion equipment, such as				

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		generators, pumps and vehicles, and the use of bird netting. c. If avoidance of roost sites is infeasible, maintain portions of the features that provide naturalized habitat to the greatest extent possible and improve existing roost sites and/or provide new roost sites on buildings or on the Project site. Implement these measures only after consultation with CDFW. d. New roost sites must be in place prior to the initiation of Project-related activities to allow enough time for bats to relocate. e. Design and locate new and enhanced roost sites to be compatible with the bats' search image and habitat requirements (i.e., thermal regulation, interior size, ventilation, etc.). Design new and enhanced roost sites in consultation with CDFW. f. Exclude bats from directly affected work areas selectively and only to the extent necessary to prevent morbidity or mortality to the colony. Use one-way bat exclusion devices, installed in a bat-safe way, to exclude bats and then use steel wool or other method to block the entrance, after the bats have gone. Exclude bats only after consultation with CDFW, at a time that is compatible with the species' normal behavior patterns (i.e., breeding, feeding, hibernating, etc.). In general, exclusions shall not occur during the maternity/pup-rearing season or during the hibernation season, as determined by conditions at the Project site.				

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<table>
<tr><th>#</th><th>Environmental Factor</th><th>Mitigation</th><th>Action Required</th><th>When Monitoring to Occur</th><th>Responsible Agency or Party</th><th>Monitoring Agency or Party</th></tr>
<tr><td>5.7</td><td>Biological Resources</td><td>

MM 7-10 The Project Applicant/Developer shall preserve grasslands, including native perennial grassland and associated wildflower field vegetation types, at a minimum 2:1 ratio within the Mitigation Preserve (see Table A). The Project would impact 6,416 acres of grasslands; therefore, a total of 12,832 acres of grassland mitigation acreage is required to bring impacts to a less than significant level.

TABLE A
GRASSLAND MITIGATION ACREAGES

<table>
<tr><th>Mitigation Area</th><th>Grasslands</th><th>Total Acreage</th></tr>
<tr><td colspan="3">**On-Site Mitigation Preserve**</td></tr>
<tr><td>On-Site Mitigation Preserve</td><td>1,989</td><td>3,866</td></tr>
<tr><td>*Subtotal (Total On-Site Mitigation Area)*</td><td>*1,989*</td><td>*3,866*</td></tr>
<tr><td colspan="3">**Off-Site Mitigation Preserve**</td></tr>
<tr><td>Area 1</td><td>1,734</td><td>6,417</td></tr>
<tr><td>Area 2</td><td>1,597</td><td>2,556</td></tr>
<tr><td>Area 3</td><td>0</td><td>4,183</td></tr>
<tr><td>Area 4</td><td>706</td><td>7,319</td></tr>
<tr><td>Area 5</td><td>0</td><td>643</td></tr>
<tr><td>Area 6</td><td>1,005</td><td>2,429</td></tr>
<tr><td>Area 7</td><td>7,877</td><td>15,668</td></tr>
<tr><td>*Subtotal (Total Off-site Mitigation Area)*</td><td>*12,919*</td><td>*39,213*</td></tr>
<tr><td>**Total Mitigation Area**</td><td>**14,908**[**]</td><td>**43,079**</td></tr>
<tr><td colspan="3">[**] 2:1 Grassland Mitigation requirement is 12,832 Acres</td></tr>
</table>

Mitigation for loss of those areas modeled as native perennial grassland will provide similar habitat quality as that which

</td><td>Preserve grasslands

and

Prepare a Native Perennial Grassland and Wildflower Field Mitigation Plan for review and approval</td><td>Prior to approval of first Tentative Map that impacts grasslands

and

Prior to issuance of applicable construction permits for Final Map that impacts grasslands</td><td>Project Applicant/ Developer</td><td>County Department of Regional Planning</td></tr>
</table>

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		was lost. The result shall be native perennial grassland and wildflower field values that are equal to or greater than the overall ecological functions and values of those lost as a result of Project implementation. Preservation shall include dedication and long-term management working towards the goal of a self-sustaining system. Long-term management will include focused major problematic non-native species eradication (e.g., feral pigs) where feasible. Preservation will occur on open space lands on the Project site and on other lands within Tejon Ranch. As outlined in Table A above, the 14,908 acres of grassland preservation will occur in open space areas on site and in the seven other areas. A full description of these areas is in PDF 7-2. Many of these grassland areas have been part of the expansive grassland studies conducted for the Project over the course of several years. Detailed plot analysis and modeling show the high level of similarity between these preserved grasslands and the grasslands within the Project impact area. In addition, the grasslands are contiguous with other preserved open space in the region and support other important biological functions (e.g., drainages and local wildlife movement pathways). As a result, the preserved grassland is part of a more watershed-level preservation allowing for long-term sustainment and a total value that is greater than the sum of its parts. The preservation phasing through conservation easements shall be based on the percentage of total area of impact per phase of development, regardless of specific resource impacts. The specific location of the acreage to be dedicated within a particular phase will be chosen to maximize the replacement of resource values lost during that phase of construction while maintaining as much contiguous acreage as possible. In order to preserve an adequate quantity of grassland, lands outside the County of Los Angeles, within the County of Kern, would be used for mitigation. As each phase is proposed, a percentage of the mitigation preserve (which is equivalent to the percentage of that phase's impacts) shall be				

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		dedicated concurrent with the entitlement approval of that phase. Management of the Mitigation Preserve shall be in accordance with the Ranch-wide Management Plan (RWMP), which incorporates Best Management Practices for grazing, including Residual Dry Matter targets, and weed management, including invasive plant mapping and targeted removal actions (see RWMP Vol. II Sections 5.1 and 5.2). The RWMP includes standards for management of the grassland areas that will preserve the grasslands in perpetuity. The RWMP shall include a Figure depicting the Mitigation Preserve lands used to meet this 2:1 preserve ratio. The Mitigation Preserve, including the grasslands within it, shall be preserved in perpetuity to offset Project impacts on native grasslands and wildflower fields prior to issuance of a grading permit for the Project site. The phasing of mitigation has been previously described. The preservation and management of these grasslands through the RWMP will sufficiently offset and fully mitigate the impacts on native grasslands and wildflower fields associated with the Project.				
5.7	**Biological Resources**	**MM 7-11** This measure prescribes mitigation for other special status vegetation types including mixed oak woodland, oak trees, and other riparian and wetland vegetation types. Each of these three vegetation types is discussed separately (native grassland and wildflower fields are addressed in MM 7-10). *Mixed Oak Woodlands* The Project Applicant/Developer shall create mixed oak woodlands to achieve resulting vegetation/habitat values. Since there would be approximately 6.2 acres of oak woodland impacts, mitigation will result in the preservation of a minimum of 6.2 acres of mixed oak woodland and creation of a minimum of 6.2 acres of mixed oak woodland, which will	Incorporate enhancement, restoration, and/or preservation of mixed oak woodland, oak tree replacement and other riparian and wetland vegetation types	Prior to approval of Tentative Maps and Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Regional Planning And/or County Fire Department Forestry Division

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		include the establishment[1] of 322 oak trees completed as part of oak tree replacement in accordance with the County of Los Angeles oak tree permit requirements (see Oak Trees Section below). Oak trees established in created oak woodlands will be credited towards both oak woodland and oak tree mitigation requirements. If Project impacts are reduced through a reduction in Project disturbance limits in oak woodland areas, required mitigation acreage will be reduced accordingly. In accordance with mitigation options outlined in Section 21083.4 of the *California Public Resources Code* (PRC), replacement of oak woodlands shall consist of no greater than ½ of the oak woodland mitigation requirement. Therefore, half of the 6.2 oak woodland impact acreage will be mitigated via the alternate option of preservation. The combined acreage of oak woodland preserved both on site (unimpacted Significant Ecological Area [SEA]) and within the off-site mitigation areas is 3,090 acres and is expected to substantially exceed the required 50 percent of mitigation as preservation. Mitigation through creation is typically implemented on lands with minimal habitat value (e.g., ruderal vegetation, graded slopes) rather than in areas with a substantial component of existing native vegetation. However, evidence of lack of naturally occurring recruitment on site indicates that the existing woodlands are likely to be eventually replaced by non-woodland vegetation. Based on the lack of naturally occurring replacement trees, it is anticipated that oak woodland planting is necessary to sustain the oak woodlands. Therefore, the goal of oak resource mitigation efforts will be to create and enhance oak woodlands. To maximize potential for success, oak woodlands will be created within and adjacent to the same areas where oak woodlands currently				

[1] In Biology, "establish", in this sense, refers to vegetation (including seeds) that has been planted and is becoming a healthy, surviving plant with as much chance to survive as plants that have existed for a long period of time.

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		exist. This method will create future generations of oak trees and oak woodland on the site in these areas. Details of the oak woodland mitigation program are described below in items 1–10. 1. To mitigate for impacts to oak woodland and oak trees, site-specific native acorns will be collected. Acorns will be collected within the watershed area of the Project site to ensure that acorns collected are of a similar genetic stock to those existing on the site. Some acorns will be planted and maintained in containers, and others will be stored and planted directly on site within the Oak Mitigation Areas. 2. To maximize oak woodland biological values and the potential for long-term success, some locally collected oak acorns will be planted directly into the ground. These acorns will be planted in appropriate locations in the Oak Mitigation Areas. The locations identified for acorn planting will be reviewed by the County Forester. 3. Container plants will be propagated and maintained from locally collected acorns. In this way, more established container plants will be available for mitigation efforts, and they will contain the most suitable genetic variability appropriate for the region to increase mitigation success. The preferred method of propagation will include the establishment of a temporary nursery on the Project site. The nursery will include partial shade areas to reduce water loss and a constant water supply to supplement planted trees. Using the acorns collected from within the watershed area of the Project site, container plantings will be cultivated at this location. Development of trees on site will ensure that they are acclimated to the typical weather conditions at their eventual permanent location. If necessary, and in consultation with the County Forester, acorns collected from the site may be stored or propagated and				

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		maintained under contract with a reputable native plant nursery off site. 4. To provide overstory, midstory, and understory tree/plant coverage, some container plants and oak trees, grown from locally collected acorns, will be installed in addition to the application of native seed mixes. Since studies indicate that the younger the planting is, the more likely the chance is for successful establishment and long term viability[8] locally collected acorns as well as locally collected, nursery-cultivated young oak trees (one-gallon or five-gallon containers of oaks) would be planted on site. The oak woodland planting and seeding palettes will include a diversity of locally-collected native shrubs, subshrubs, grasses, forbs, and ferns, to provide a beneficial mosaic of understory vegetation. 5. The oak mitigation program will include the extensive salvage (from the impacted oak habitat areas) and placement of coarse woody debris, brush piles, and boulders (as available) to immediately provide (a) suitable micro-habitats for the establishment of plant species with particular shade and moisture requirements (e.g., ferns) and (b) improved habitat resources (e.g., cover) for wildlife species. 6. Irrigation will be provided to the oak plantings in a manner that simulates natural rain events; i.e., infrequent, deep watering. Irrigation will be suspended during periods of substantial rainfall, and irrigation will be terminated at the earliest possible date (depending on seasonal weather patterns) in coordination with the County Forester, to optimize the drought resiliency and proper root development of the planted oaks. Additionally, all irrigation must be terminated for a minimum of five years before the oak mitigation areas will be eligible for final approval/sign-off.				

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		7. The Project Applicant/Developer will provide an annual report to the County that will include an accounting of each of the following in the mitigation areas: (a) the number of acorns planted; (b) the number of germinated acorns (whether planted or natural) protected; (c) the number of new oak trees planted in mitigation areas, including the species of each tree planted; (d) the caliper of each new tree planted and/or protected; (e) the acreage of woodlands created and/or conserved in the mitigation areas. 8. Creation of structurally diverse oak woodland habitat within and contiguous to existing oak woodlands will be accomplished by planting locally collected oak acorns, plus yearly sowings of additional locally collected acorns, as well as, temporary irrigation, weed abatement, pest deterrence, and/or other maintenance tasks as needed to facilitate oak seedling germination and survival. 9. Prior to Project grading, locally collected acorns will be planted and grown. Once trees reach a diameter of one inch just above ground surface (i.e., basal height) within the Oak Tree/Oak Woodland Mitigation Areas, they will be appropriated as "mitigation trees" to be used for oak woodland and oak tree permit mitigation purposes with approval from the County Forester as part of the oak woodland and oak tree permit mitigation process and will be credited as a mitigation tree if the tree is determined to be healthy by the Los Angeles County Forester at the end of the monitoring period. 10. The required 12.4 acres of mixed oak woodland creation will occur within 473 acres of existing oak woodland (primary area) and 716 acres of adjacent low quality non-native grassland (secondary area, if needed) on the western portion of the Project site. Additional suitable areas may also be identified within reduced grading footprints following final detailed tract map production to the satisfaction of the County Forester. Mitigation				

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		planting areas will be refined within the proposed mitigation areas through a multi-variable query of existing Geographical Information System (GIS) data sets, and intensive field analysis to precisely identify suitable planting locations (e.g., localized soil types, microtopography). Created oak woodlands will have an approximate average density of 80 appropriately sized oak trees per acre at the end of the monitoring period (or other density as directed by the County Forester), while staying within the mitigation areas. The contiguity of the created woodland habitat within or adjacent to existing oak woodlands will be ecologically beneficial, and will also improve the logistics of restoration installation, maintenance, and monitoring, compared to a fragmented habitat creation program. These methods will help to ensure the success of created oak woodlands to replace the existing woodlands over time. 11. In order to implement the creation of habitat on the site and to ensure the persistence of the overall biological functions and values over time, the Project Applicant/Developer shall submit an Oak Woodland Habitat Mitigation Plan to the County for approval prior to the issuance of a grading permit for each tract map or combination of tract maps. The mitigation approach described in the Plan shall comply with Section 21083.4 of the *California Public Resources Code* (PRC), which was enacted by California Senate Bill (SB) 1334. County approval of the Plan shall be required prior to the initiation of any clearing or grading on the site that affects any oak woodland vegetation. The Oak Woodland Habitat Mitigation Plan shall be developed by a qualified Restoration Specialist, to be retained by the Project Applicant/Developer, and shall be subject to County approval. The objective of the Oak Woodland Habitat Mitigation Plan will be to preserve 6.2 acres of existing oak woodland and to create 6.2 acres of oak woodland. The Oak Woodland Habitat Mitigation Plan serves the				

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		purpose of satisfying the conditions of Section 21083.4 of the *California Public Resources Code*. 12. Implementation of the Oak Woodland Mitigation Plan will be the responsibility of the Project Applicant/Developer or its designated party; the Plan shall specify, the following: a. **Planting Management Program:** A Planting Management Program shall be prepared for review by the County Forester that will outline three planting seasons and will include (i) the first planting season, year 0, being the acorn and sun tolerant ground covers; (ii) the second planting season occurring at approximately year 5, introducing sun/shade tolerant species; and (iii) the third planting season at year 10 with the introduction of more shade tolerate understory species, including the use of reference sites. **b. Personnel:** The responsibilities and qualifications of personnel required to implement and supervise the plan will be specified. The responsibilities of the Landowner, County staff, Specialists, and Maintenance Personnel that will supervise and implement the plan will also be included. **c. Site Selection:** The mitigation site(s) will be determined in coordination with the project applicant/Developer and the County. The site(s) will be located in open space areas that will be managed in perpetuity through a conservation easement, open space dedication, performance bond, management at the Tejon Ranch Conservancy, or other method approved by the County Forester.				

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		d. Native Species Seed Collection, Site Preparation, and Planting Implementation: Under the supervision of the County Forester, site preparation will include (i) protection of existing native species; (ii) trash and weed removal; (iii) native species salvage and reuse (i.e., duff); (iv) soil treatments (i.e., imprinting, and/or decompacting); (v) erosion-control measures (i.e., rice or willow wattles); (vi) native seed mix application; and (vii) procedures for native seed collection from the site, including acorns of native oak species. **e. Schedule:** Restoration/revegetation sites will be established between October 1 and January 30. Seeding and planting of container plants will take place immediately after preparation of the mitigation sites and will take place under the supervision of the County Forester. **f. Maintenance Plan and Guidelines:** The Maintenance Plan, to be approved by the County, will include (i) weed control; (ii) herbivory control (e.g., feral pigs); (iii) trash removal; (iv) irrigation system maintenance; (v) maintenance training; (vi) replacement planting; and (vii) a vehicle washing program to capture invasive propagules. The Maintenance Plan will also indicate who is responsible for each of these listed tasks. **g. Monitoring Plan:** The monitoring plan, to be implemented for a 15-year period, and to be approved by the County, will include (i) qualitative monitoring (i.e., photographs and general observations); (ii) yearly quantitative monitoring (i.e., randomly placed transects to assess vegetation type coverage and systematically assess all mitigation oak trees);				

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		(iii) performance criteria as approved by the County; and (iv) annual reports that will be submitted to the County for five consecutive years after initial planting (or longer if the County requires) and following plan approval. The Plan shall be prepared by a qualified Restoration Specialist and approved by the County prior to any clearing or grading for any tract map that affects any oak woodland vegetation. **h. Long-Term Preservation:** Long-term preservation of the mitigation site(s) will be outlined in the Restoration Plan to ensure that they are not impacted by future development. An open space dedication, conservation easement, performance bond, management by the Tejon Ranch Conservancy, or other County-approved method will be used to ensure long-term preservation. **i. Growth/Vegetation Standards:** Growth/vegetation standards will be developed by a qualified Biologist in accordance with County and regulatory agency requirements. *Oak Trees* The mitigation approach for replacing lost oak trees shall comply with the County of Los Angeles Oak Tree Ordinance (CLAOTO) requirements. The goal of this program is to replace impacted oak trees at a ratio of 3:1 for non-heritage oaks and 10:1 for heritage oaks in accordance with the County's oak tree permit requirements. This would result in the establishment of 322 oak trees. However, if Project impacts are reduced through a reduction in Project disturbance limits within oak woodland areas, required tree numbers will be reduced accordingly.				

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		Mitigation trees are typically planted on lands with minimal habitat value (e.g., ruderal vegetation, graded slopes) rather than in areas with a substantial component of existing native vegetation. To maximize potential for success, oak trees will be planted in the same areas where oak woodlands currently exist. This method will create future generations of oak trees and oak woodland on the site in these areas and will be done as described in Numbers 1–10 under the "Mixed Oak Woodlands" portion above. Additionally, quantitative tree monitoring data for all mitigation trees (whether for County of Los Angeles Oak Tree Ordinance [CLAOTO] mitigation or oak woodland mitigation) will be submitted to the County Forester yearly and, for convenience, will be included as an appendix to the annual report required in 10(f)(ii) above. *Other Riparian and Wetland* In addition, the Applicant shall create, enhance, and/or restore all impacted riparian and wetland vegetation types that are not considered jurisdictional by permitting resource agencies (i.e., those not mitigated through regulatory permit conditions) at a 1:1 ratio. This applies to areas mapped as alluvial scrub; riparian herb; rush riparian grassland; southern arroyo willow riparian; southern willow scrub; unvegetated wash; willow riparian forest; willow riparian woodland; alkali meadow; Baltic rush; and seeps and ephemeral ponds. These areas shall be included in the Streambed and Wetland Habitat Creation and Enhancement Plan discussed in MM 7-12, which shall be approved by the County prior to issuance of grading permits. Consultation with representatives from the Angeles National Forest regarding oak and grasslands mitigation activities in SEA 17 shall occur prior to the commencement of oak tree planting in SEA 17.				

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5.7	**Biological Resources**	**MM 7-12** Prior to any fill of or alteration to drainage tributaries, wetlands, and/or riparian vegetation on the Project site, the Project Applicant/Developer shall obtain the appropriate regulatory agency permits and/or agreements from the U.S. Army Corps of Engineers (USACE), the California Department of Fish and Wildlife (CDFW), and the applicable Regional Water Quality Control Board (RWQCB). The Project Applicant/Developer shall comply with all construction mitigation measures specified in the EIR, regulatory agency permits, and/or agreements. Pursuant to the permit requirements, the Project Applicant/Developer will develop a Storm Water Pollution Prevention Plan (SWPPP) that incorporates Best Management Practices (BMPs) for reducing or eliminating construction-related pollutants in the site runoff. The Project is subject to the following Mitigation Performance Standards: As anticipated to be required by USACE, CDFW, and Regional Water Quality Control Board (RWQCB) regulatory permits, the Project Applicant/Developer shall create, enhance, and/or restore acreage to ensure that net habitat values are at least equal to those lost from Project implementation. Mitigation ratios are typically specified in the regulatory permits. However, if mitigation is conducted prior to impacts taking place, mitigation ratios can be pro-rated; this type of mitigation pro-rating allows time to evaluate if created, enhanced, and/or restored habitat values are at least equal to those that will eventually be lost from Project implementation. Under this scenario, it can be verified that the restoration/creation goals have been accomplished or are proceeding satisfactorily. The extent of drainages and wetlands that would be preserved under the Project will provide opportunities to expand and enhance the drainages, wetlands, and riparian vegetation throughout the Mitigation Preserve. As discussed previously, a wetland functional assessment of the drainages and other aquatic features in the Project site	Develop a Streambed and Wetland Habitat Creation and Enhancement Plan and obtain the appropriate Regulatory Agency Permits and/or Agreements	Prior to any fill of or alteration to drainage tributaries, wetlands, and/or riparian vegetation on the Project site	Project Applicant/ Developer and Qualified Restoration Specialist	U.S. Army Corps of Engineers, if permit is required And/or California Department of Fish and Wildlife And/or Regional Water Quality Control Board and County Department of Regional Planning

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		was conducted by Glenn Lukos Associates in 2006 and 2009 in order to characterize and evaluate the functions of the site's drainages and riparian habitats (GLA 2009a). An update to that functional assessment was conducted in 2015 (BonTerra Psomas 2015a). Overall, aquatic resources on the site were evaluated in terms of Functional Capacity Units (FCU), which indicate more specifically the mitigation level necessary to restore riparian functions after Project implementation by providing a measure of the ability of a wetland area to perform typical wetland functions. The purpose of the mitigation is to replace lost habitat value, as measured in FCU (or other acceptable functional value units) rather than based on a standard acreage ratio. Alternatively, a more traditional mitigation ratio approach may be employed using following rates: a. Wetland Waters: 2:1, including 1:1 restoration and 1:1 enhancement, of wetland waters. b. Streams: i. 1:1 preservation of ephemeral and/or intermittent streams for permanent impacts to ephemeral non-wetland waters of the state (non-riparian) ii. 1:1 preservation of intermittent streams for permanent impacts to intermittent non-wetland waters of the state (non-riparian) iii. 1:1 restoration of intermittent streams for temporary impacts to intermittent non-wetland waters of the state (non-riparian) c. Riparian Vegetation: 2:1, including 1:1 restoration and 1:1 enhancement of riparian vegetation. Mitigation will include a combination of on-site and off-site preservation of jurisdictional resources; on-site and off-site enhancement/restoration of preserved jurisdictional				

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		resources in order to increase overall functional capacity; and the creation (expansion) of riparian/wetland habitats along degraded drainages, including Oso Creek and two of its tributaries in addition to the three other drainages (including the main drainage located along and immediately north of State Route [SR] 138). The direct and indirect loss in on-site functional units will be mitigated through passive enhancement of open space areas, active enhancement of 6.5 acres of wetland, and creation of approximately 78.4 acres of wetland/riparian habitat (GLA 2009a). Following implementation of mitigation, the Project provides approximately 4,748.5 FCUs. Therefore, the proposed mitigation will result in a functional gain of 327.5 FCUs, thereby ensuring a net increase in functionality in the post-Project condition (GLA 2009a). In summary, implementation of the proposed jurisdictional resource mitigation will actually result in a net gain in the measurable functional capacity and therefore, the habitat values, of the on-site and off-site drainages and other aquatic features.[2] To implement the creation/restoration/enhancement of streambed/wetland habitats on the site, the Project Applicant/Developer shall develop a Streambed and Wetland Habitat Creation and Enhancement Plan commensurate with regulatory agency permits and/or agreements. The purpose of this plan is to demonstrate the feasibility of creating the required mitigation acreage and to ensure that the overall biological functions and values are increased. The plan shall be developed by a qualified Restoration Specialist and shall be submitted and approved by the County and CDFW, and RWQCB prior to grading that would impact jurisdictional waters or wetlands. The Streambed and Wetland Habitat Creation and Enhancement Plan shall specify the following for each tentative tract map area:				

[2] For information about the functional values of the impacted jurisdictional resources and proposed mitigation areas, see GLA 2009b in Appendix 5.7-B.

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		• **Statement of Impacts:** A statement of impacts and avoidance shall be prepared, including temporary and permanent impacts. • **Personnel:** Responsibilities and qualifications of the personnel required to implement and supervise the plan will be specified. The responsibilities of the Landowner, Specialists, and Maintenance Personnel that will supervise and implement the plan will also be included. • **Site Selection:** Identification of preservation, enhancement and/or creation sites on Mitigation Preserve shall be included. A summary of location of preserved wetlands and/or waters required to achieve applicable preservation performance standards shall also be included. The sites for mitigation will be determined through coordination between the project applicant/Developer, the USACE, the CDFW, the applicable RWQCB, and the County. • **Site Preparation and Planting Implementation:** Site preparation will include: (1) protection of existing native species; (2) trash and weed removal; (3) native species salvage and reuse (i.e., duff); (4) soil treatments (i.e., imprinting and/or decompacting); (5) fencing, grading and contouring to improve topographic heterogeneity and floodplain benching, erosion-control measures (i.e., rice or willow wattles); (6) seed mix application and quantities; and (7) procedures for seed collection from existing habitat on the site. Implementation procedures such as mulching will also be included. • **Schedule:** Establishment of restoration/revegetation sites will be conducted between October 1 and January 30. Seeding and planting of container plants will take place immediately after preparation of the restoration sites. • **Maintenance Plan/Guidelines:** The maintenance plan will include (1) weed control; (2) herbivory control; (3)				

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		trash removal; (4) irrigation system maintenance; (5) maintenance training; (6) replacement planting; (7) vehicle washing program to capture invasive propagules; and (8) pest management. • **Monitoring Plan:** The monitoring plan will include (1) qualitative monitoring (i.e., photographs and general observations); (2) quantitative monitoring (i.e., randomly placed transects); (3) vegetation performance success criteria, as approved by the USACE, the CDFW, and the applicable RWQCB [including success for species richness: (≥10), native vegetative cover (≥70 percent) and invasive species (≤5 percent)]; (4) biannual reports (i.e., two reports the first year) for the first year will be submitted to the USACE, the CDFW, the applicable RWQCB; and (5) annual reports, which will be submitted to all three agencies and the County for an additional four years after initial planting. The monitoring is planned for five years, but may be shorter or longer depending upon the performance of the mitigation sites. • **Long-Term Preservation:** Long-term preservation of the mitigation sites will be outlined in the mitigation plan to ensure that they are not impacted by future development. An open space dedication, conservation easement, performance bond, management by the Tejon Ranch Conservancy, or other County-approved method will be used to ensure long-term preservation. • **Performance Standards:** A statement of mitigation performance standard being met (functional value or acreage ratio) shall be included. These will be developed by conducting a biological functions and values assessment (using an accepted method such as Hydrogeomorphic Modeling [HGM]) to establish a baseline for the overall biological value of the affected streambeds and riparian areas on the site. Revegetation will be considered successful at five years if the percent cover and species diversity of the restored and/or				

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		created habitat areas are similar to percent cover and species diversity of adjacent existing habitats, as determined by quantitative testing of existing, restored, and created habitat areas [for species richness (≥10), native vegetative cover (≥70 percent) and invasive species (≤5 percent)]. Contingency measures shall also be described in the event that mitigation efforts are not successful. • **Temporary Impacts**: standards for minimizing and restoring temporary impacts, which include recontouring and erosion control for intermittent channels and reseeding requirements for riparian vegetation areas. • **Cattle Exclusion Methods:** Measures to exclude cattle from habitat creation areas and enhancement areas (where applicable) shall be identified and described. • **Funding:** The funding source(s) for all proposed mitigation actions shall be identified. The Streambed and Wetland Habitat Creation and Enhancement Plan shall be subject to approval by the County, the USACE, the CDFW, and the applicable RWQCB for impacts within the respective jurisdictional areas of these agencies. If pro-rated mitigation ratios are used, it shall be demonstrated that the mitigation performance standards have been accomplished. The accomplishment shall be verified by the USACE, the CDFW, and the applicable RWQCB based on the performance standards established above prior to the County's issuance of a grading permit. Implementation of these mitigation measures may serve the dual purpose of satisfying the conditions (or a portion of the conditions) of the agreements/permits of the USACE, the CDFW, and the applicable RWQCB.				

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5.7	**Biological Resources**	**MM 7-13** The Project Applicant/Developer shall develop a Landscaping Plan for review and approval by the County Biologist. The Landscaping Plan shall be (1) prepared by a qualified biologist; (2) submitted to the County for approval with each tentative map; (3) provided to builders; (4) provided to future project occupants as described in the Specific Plan; and (5) includes a plant palette composed of non-invasive species that are adapted to the conditions found on the Project site and do not require high irrigation rates. The Landscaping Plan will also include a list of invasive plant species prohibited from being planted on the Project site. In addition, retail sales of these invasive plant species will be prohibited at any businesses (nurseries) located within the Project site. Landscape plans shall encourage planting of local natives typical of native vegetation within ten miles of the Project site. The Homeowners Association shall supply future residents of the Project site with the list of invasive plant species from the Landscaping Plan that will be prohibited from being planted on the Project site and educational materials that emphasize the importance of adhering to the list. The prohibition shall be clearly described and distributed to home buyers through their home purchase contacts and CC&Rs. A list of local native plants and educational materials shall be provided to homeowners and shall be posted on the community intranet.	Develop a Landscaping Plan for review and approval and Distribute prohibited plant list to property owners	Prior to issuance of applicable construction permits and During future operations	Project Applicant/ Developer and Homeowners Association	County Department of Regional Planning
5.7	**Biological Resources**	**MM 7-14** The designated SR-138 underpass shall be located where the highway crosses the Project's western border near the current intersection with Cement Plant Road. The width of the underpass shall be 100 feet as it passes under SR-138 and shall flare out on both sides of the highway as it moves away from SR-138 to a 150-foot width in the Project open space adjacent to the highway. These specifications are expected to allow some local wildlife to safely pass between open space areas on opposite sides of the highway. In addition, a 50-foot open space buffer will be incorporated on the eastern and western sides of Cement Plant Road; this	Verification of compliance with requirements for the SR-138 underpass to be 100 feet and to flare out to a 150-foot width in the Project open space, and	Prior to Tentative Map approval for applicable development phase	Project Applicant/ Developer	County Department of Regional Planning

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		buffer shall be from the southern side of the bridge that spans the California Aqueduct to the nearest open space polygon that meets the property edge. The undeveloped 50-foot buffer shall run parallel with the Aqueduct along its southern bank. This buffer may be temporarily disturbed during construction, but shall be retained as greenspace to increase connectivity for local wildlife between open space areas and potential Aqueduct crossing locations.	Incorporate a 50-foot open space buffer on the eastern and western sides of Cement Plant Road			
5.7	**Biological Resources**	**MM 7-15** Waste and recycling receptacles that discourage foraging by wildlife species adapted to urban environments shall be installed by the Project Applicant/Developer in common areas (i.e., any area where public trash receptacles would be placed, such as parks, sidewalks, community centers, and walking trails) throughout the Project site. Common, residential, and commercial areas will all be served with wildlife resistant trash receptacles. Documentation of the completion of this measure shall be submitted to the County prior to occupation of housing units. The Homeowners Association shall post the information on the community intranet and shall supply an educational pamphlet to future residents of the Project site regarding: the importance of not feeding wildlife; information stating that trash (containing food) and microtrash that could potentially attract condors should not be accessible to wildlife; the necessity of keeping the ground free of fallen fruit from trees; and instructions about not leaving pet food outside. Additionally, in order to minimize impacts on native wildlife, the use of rodenticides on the Project site shall be prohibited. The prohibition shall be clearly described and distributed to home buyers through their home purchase contracts and CC&Rs. All vertical open pipes used for fence posts, property line stakes, signs, roof veneration, chimneys, vault toilets, and similar structures and metal fence stakes used on the Project site shall be capped. Capping can be accomplished using bolts	Install Waste and Recycling Receptacles that discourage foraging by wildlife species and Provide Document Verification for Review and Supply an educational pamphlet to future residents	Prior to occupation of housing units and during throughout future operation	Project Applicant/ Developer and Homeowners Association	County of Los Angeles Department of Regional Planning

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		or other materials to avoid raptor talons becoming entrapped within the bolt holes of metal fence stakes.				
5.7	**Biological Resources**	**MM 7-16** All landscaping materials (including organic mulches) for common/public areas (i.e., parks and intervening unpaved areas which are not a part of any homeowner's parcel) shall be inspected and certified by landscape suppliers as being "free" of Argentine ants prior to planting. Additionally, container plants and other landscaping materials to be installed within common/public areas within 200 feet of the open space areas shall be inspected by a qualified restoration specialist for the presence of Argentine ants. Plants or other materials with Argentine ants shall be rejected. Upon initiating landscaping within a development area, quarterly monitoring shall be initiated for Argentine ants along the development/construction–open space interface at sentinel locations where invasions could occur (e.g., where moist microhabitats that attract Argentine ants may be created). A qualified biologist shall determine the monitoring locations. Ant pitfall traps will be placed in these sentinel locations and operated on a quarterly basis to detect invasion by Argentine ants. If Argentine ants are detected during monitoring, direct control measures will be implemented immediately to help prevent the invasion from worsening.	Inspect and certify that all landscaping materials are "free" of Argentine ants prior to planting and Implement monitoring and control measures and Discourage irrigated landscape planting through distribution of educational information	Prior to construction activities for each development phase and During future operations	Project Applicant/ Developer and Homeowners Association	County Department of Regional Planning
		These direct controls may include but are not limited to nest/mound insecticide treatment, or available natural control methods being developed. A general reconnaissance of the infested area would also be conducted to identify and correct the possible source of the invasion, such as uncontrolled urban runoff, leaking pipes, or collected water. Each site visit shall be followed up with a summary monitoring report sent electronically to Applicant indicating the status of the site. Monthly monitoring reports, as needed, shall be submitted to CDFG and the County of Los Angeles). Monitoring reports shall include remedial recommendations and issue resolution discussions when necessary. Monitoring	Prepare and submit monthly monitoring reports	For a 5-year period	Project Applicant/ Developer	County Department of Regional Planning And California Department of Fish and Wildlife (CDFW)

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		and control of Argentine ants would occur for a 5-year period. After the first 5 years, the Homeowners Association or other entity will be responsible for controlling Argentine ants. Additionally, to further guard against Argentine ants, the Homeowners Association shall discourage irrigated landscape planting through distribution of educational information and other feasible methods to reduce the potential for importing Argentine ants. To preclude the invasion of Argentine ants into preserved populations of round leaved filaree and crownscale and their associated buffers, controls will be implemented using an integrated pest management (IPM) approach. The controls include (1) Providing "dry zones" between development and round leaved filaree and crownscale populations, where typical soil moistures are maintained at levels below about 10% soil saturation, which will deter the establishment of nesting colonies of ants; and providing dry zone buffers of sufficient width to reduce the potential for Argentine ant activity within core habitat areas; (2) Where feasible, and/or appropriate, dry areas such as parking lots and roadways shall be built adjacent to the boundaries of these populations; (3) designing adjacent areas to slope away from the preserved populations to avoid runoff entering the area; (4) Pedestrian pathways placed next to preserve populations shall consist of decomposed granite or other gravel to minimize the holding of moisture, thereby preventing establishment of suitable habitat for Argentine ant colonies; (5) Ensuring that all landscape container plants are ant free prior to installation to reduce the chance of colonies establishing in areas close to the preserved populations; (6) Maintaining natural hydrological conditions in the preserved populations areas, including the buffers, through project design features for roadways, French drains, irrigation systems, underground utilities, drainage pipes and fencing, storm drains, and any other BMP measures that apply to surface water entering the preserved populations areas; (7) Using drought resistant plants in fuel				

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		modification zones and minimizing irrigation to the extent feasible. Similarly, to preclude the invasion of Argentine ants into Mitigation Preserve lands, "dry zones" of a minimum of 350 feet shall be established between development and the Mitigation Preserve. Soil moistures shall be maintained at levels below about 10 percent soil saturation within dry zones to deter the establishment of nesting colonies of ants. All landscaping materials to be used in these zones shall be inspected and certified as "free" of Argentine ants prior to planting. Additionally, these materials shall be inspected by a qualified restoration specialist for the presence of Argentine ants. Plants or other materials with Argentine ants shall be rejected. To prevent the establishment of invasive aquatic wildlife such as the American bullfrog (*Lithobates catesbeianus*) and the African clawed frog (*Xenopus laevis*), all Project flood control and other water retention features shall be monitored seasonally and following rain fall events to confirm pooling does not persist for more than 15 days. If such pooling beyond 15 days is detected, including, for example, in artificially created fishing/casting ponds which can only be constructed following issuance of a conditional use permit and further environmental review, the constructed pond location shall be checked routinely for presence of aquatic invasive wildlife by a qualified biologist until the unexpected pooling no longer persists. If detected, eradication measures to remove all invasive aquatic wildlife shall be implemented by the qualified biologist and may include one or more techniques, including trapping, pithing, and pellet shooting.				

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5.7	**Biological Resources**	**MM 7-17** The Project Applicant/Developer shall implement a public awareness program (prior to the first occupancy permit) in an effort to restrict public access to the riparian and open space areas on the Project site to designated trails and to prevent unleashed domestic animals from entering these areas. The program's educational materials shall discuss the presence of native animals (e.g., coyote, bobcat, and mountain lion), indicate that those native animals could prey on pets, indicate that no actions shall be taken against native animals should they prey on pets allowed outdoors, and indicate that pets must be leashed while using the designated trail system and/or in any areas within or adjacent to open space. The educational materials shall also discuss the impacts pets can have on native birds. Control of stray and feral cats and dogs will be conducted in open space areas on an as-needed basis. Feral cats and dogs may be trapped and deposited with the local Society for the Prevention of Cruelty to Animals or the Los Angeles County Department of Animal Control. This program shall include signs that identify the boundaries of ecologically sensitive areas (including the avoided special status plant populations described in MM 7-1); the use of temporary, wildlife-friendly fencing around sensitive areas that appear to be receiving a high level of disturbance until the disturbance is reversed; and promotion of public education and awareness of such areas. In addition to signage being located along the boundaries of the Mitigation Preserve, signage denoting the boundaries of ecologically sensitive areas and other pertinent information shall be included along the Pacific Crest Trail where it overlaps the Mitigation Preserve. The Project Applicant/Developer shall be responsible for the initial development of the public awareness program and installation of interpretive signs and wildlife-friendly fencing. The Homeowners Association, the Project Applicant/Developer, or an acceptable Land Manager/Agency (as approved by the County) shall be responsible for maintaining this program, including signs and wildlife-friendly fencing.	Implement public awareness program	Prior to approval of the first occupancy permit	Project Applicant/ Developer	County Department of Regional Planning and County Department of Animal Care and Control

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		Only passive recreational activities shall be permitted within the designated natural open space areas and shall be restricted to trails. Some areas may allow slightly greater impacts if designated as picnic and/or camping areas. Domestic cats shall be prohibited from free-roaming (i.e., be allowed outdoors), and shall be required to have a microchip. All dogs shall be required to be leashed while in the designated natural open space areas, and bags for removing pet excrement will be provided at trail entrances and other appropriate locations. In addition, all dogs and cats shall be required to be neutered or spayed; all dogs shall be required to have a microchip; and potential owners shall show evidence prior to entry into the Centennial Development, as required by Los Angeles County Code (Section 10.20.350). These restrictions/features and their purpose will be described within educational material and distributed to new homeowners, shall be posted on the community intranet, made available to all homeowners as needed, and shall be clearly described and distributed to home buyers through their home purchase contracts and CC&Rs.				
5.7	**Biological Resources**	**MM 7-18** Common area landscaping and restoration methods shall follow protocols to reduce the potential for the introduction of pathogens and pests into the Project site and to reduce the spread of pathogens and pests outside the Project site (should they inadvertently be introduced). Protocols for reducing the potential for introduction of pathogens and pests into the site via plant foliage/soil from nurseries supplying the material shall include the following anti-contamination procedures: sanitizing all containers, tools, and footwear (boots, pots, clippers, soil scoops, shovels) in soil potting areas; sanitizing all transplanting and prep tables; sanitizing plant storage locations (e.g., benches); sanitizing plant transportation devices (e.g., carts); sanitizing floor surfaces where plants are stored on a regular basis; and using anti-splash watering methods for particularly susceptible plant species. Field installation crews shall sanitize all tools and footwear during landscaping and	Implement protocols to reduce introduction of pathogens and pests	During construction activities for each development phase	Project Applicant/ Developer and Landscaper	County Department of Regional Planning

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		restoration activities prior to using them or entering the site and shall install plants in a way that minimizes conditions that support pathogens and pests (e.g., minimizing standing water). All plant materials brought onto the site will be inspected by landscape/restoration personnel familiar with signs of pathogen and pest infestation. Should pathogens or pests be detected, the infected material shall be bagged, secured, and disposed of off-site to a contained location. Long-term control methods shall include monitoring to examine vegetation and surrounding areas for pests to evaluate trends and to identify when controls are needed; establishing action thresholds that trigger control actions; and implementing pest control methods—cultural, mechanical, environmental, and biological—and appropriate pesticides.				
5.7	**Biological Resources**	**MM 7-19** Prior to vegetation clearing or grading, additional surveys shall be performed to confirm that all oak trees within the impact and buffer areas are recorded. The Project Applicant/Developer will be required to comply with all mitigation measures stipulated in the County-issued Oak Tree Permit pursuant to the County of Los Angeles Oak Tree Ordinance (CLAOTO) and the *County of Los Angeles Oak Woodlands Conservation Management Plan* (OWCMP). Trees would be planted pursuant to the Oak Woodland Restoration Plan discussed in MM 7-11.	Perform Oak Tree Surveys for review and approval	Prior to vegetation clearing or grading	Project Applicant/ Developer	County Department of Regional Planning
5.7	**Biological Resources**	**MM 7-20** All oak tree driplines within 50 feet of land clearing (including brush clearing) or areas to be graded shall be enclosed with temporary fencing for the duration of the clearing or grading activities. Fencing shall extend to the root protection zone (RPZ) (that area at least 15 feet from the trunk or half again as large as the distance from the trunk to the dripline, whichever is greater). No parking or storage of equipment, solvents, or chemicals that could adversely affect the trees shall be allowed within 25 feet of the trunk at any time. Fence removal shall occur only after the Project Biologist confirms the health of preserved trees.	Engineer all upslope grading and drainage to minimize resultant erosion, soil compaction, or drainage into preserved oak tree areas and	Prior to issuance of applicable construction permits, including grading permits, for each development phase and	Project Applicant/ Developer and Project Biologist	County Department of Regional Planning

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		All upslope grading and drainage shall be engineered to minimize resultant erosion, soil compaction, or drainage into preserved oak tree areas. Whenever possible, utilities shall be designed to avoid crossing under the canopies of preserved trees unless the utilities are installed by drilling under the root zones (where feasible) in order to avoid impacts associated with cutting roots. Feasibility of drilling under trees will be based on soil conditions. Utilities will be clustered whenever possible to lessen impacts to oak RPZs.	Enclose all oak tree driplines within 50 feet of land clearing or areas to be graded with temporary fencing and No parking or storage that could adversely affect the trees within 25 feet of the trunk	Prior to construction activities for each development phase and During construction activities		
5.7	**Biological Resources**	**MM 7-21** In order to ensure that no direct impacts to Significant Ecological Area (SEA) 17 occur, brush clearance zones shall be contained within the current Project impact boundary and no overlap with the adjacent SEA 17 shall occur. Vegetation management for fire abatement purposes is not authorized in SEA areas. An Implementation Plan, including fire risk abatement measures (including but not limited to vegetation management) required to comply with State and County fire prevention and response legal requirements, shall be submitted as part of the tentative tract map for portions of the Project site that border an SEA or mitigation preserve area. The Plan shall include: (a) a summary of applicable State and County fire risk abatement requirements; (b) a prohibition on the use of vegetation clearance within SEA 17 or mitigation preserve areas. The Plan shall be submitted to the County for approval with the first tentative map, and shall be updated to include new or modified State or County fire risk abatement requirements as part of each subsequent tentative tract map submittal.	Contain fuel modification zones within the current Project impact boundary within no overlap with the adjacent SEA 17	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning

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5.7	**Biological Resources**	**MM 7-22** If a golf course is developed as part of Project implementation, the Project Applicant/Developer shall prepare a Golf Course Management Plan that requires any golf course developed on the site to incorporate the design and management measures consistent with the Audubon Cooperative Sanctuary Program for Golf Courses (or equivalent), which is a cooperative effort between the United States Golf Association and Audubon International that is designed to promote ecologically sound land management and to conserve natural resources (see Final EIR Appendix 5.7-F). The Plan shall be submitted to the County for approval with any tentative map that includes a golf course.	Provide Golf Course Management Plan for review and approval that requires manage golf courses in accordance with the Audubon Cooperative Sanctuary Program for Golf Courses (or equivalent)	Prior to issuance of construction permits for Final Maps with a golf course	Project Applicant/ Developer	County Department of Regional Planning
5.7	**Biological Resources**	**MM 7-23** Notwithstanding any provision of the Centennial Specific Plan to the contrary, land designated by the Centennial Specific Plan as On-Site Mitigation Preserve, Off-Site Mitigation Preserve, Disturbed Green Space, and Undisturbed Green Space shall only be used in a manner consistent with the following land use restrictions: On-Site Mitigation Preserve: Uses within the On-site Mitigation Preserve shall be restricted to use and continued maintenance of existing ranch roads and trails for access as well as hiking and biking for private inholding owners and permitted Ranch guests. Public access and recreational hunting shall be prohibited. Authorized motorized vehicles including but not limited to Tejon Ranch employees, utility maintenance vehicles, that have a Tejon Ranch permit and emergency vehicles shall be restricted to existing ranch roads and all recreational motorized vehicles shall be prohibited. No improvements beyond what is necessary to maintain roads, fences, etcetera, in their current state shall be allowed, with the exception of the placement of two new water towers discussed below. Only habitat enhancement, restoration and creation activities approved by the County and described in the Ranch-wide Management Plan shall be permitted. New impacts shall be limited to the placement of two water towers	Verification of compliance with Specific Plan requirements for On-Site and Off-Site Mitigation Preserve.	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning

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		with disturbance impacts of no more than five acres each. Grazing shall be allowed to continue as directed by the Ranch-wide Management Plan strictly for resource management values. Off-Site Mitigation Preserve: Uses within the Off-site Mitigation Preserve shall be restricted to use and continued maintenance of existing ranch roads and trails for access as well as hiking and biking for private inholding owners and permitted Ranch guests. Public access shall be prohibited. Authorized motorized vehicles including but not limited to Tejon Ranch employees, utility maintenance vehicles, that have a Tejon Ranch permit and emergency vehicles shall be restricted to existing ranch roads and all recreational motorized vehicles shall be prohibited. No improvements beyond what is necessary to maintain roads, fences, etcetera, in their current state shall be allowed, Recreational hunting shall be restricted to Ranch authorized individuals and within designated hunting areas only. Only habitat enhancement, restoration and creation activities approved by the County and described in the Ranch-wide Management Plan shall be permitted. Grazing shall be allowed to continue as directed by the Ranch-wide Management Plan strictly for resource management values. Disturbed Green Space: Uses within Disturbed Green Space shall be restricted to one or more of the following: golf course, equestrian, natural parks, trails, cultural monuments, water retention basins, open space uses, utilities, grading, crop production, grazing, special events, and mitigation activities. Undisturbed Green Space: Uses within Undisturbed Green Spaces shall be restricted to one or more of the following: continued maintenance of existing ranch roads and trails for access as well as hiking and biking for private inholding owners and permitted Ranch guests. Public access and recreational hunting shall be prohibited. Authorized motorized vehicles including but not limited to Tejon Ranch employees, utility maintenance vehicles, that have a Tejon				

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		Ranch permit and emergency vehicles shall be restricted to existing ranch roads and all recreational motorized vehicles shall be prohibited. Restricted access signage shall be posted along interface with public areas. Wildlife friendly fencing will be used to demarcate the edge of restricted access green space.				
5.10	**Traffic, Access and Circulation**	**MM 10-1** The Project shall provide internet infrastructure and a community intranet with access for homeowners associations; interest groups; local event scheduling; schools, library, carpool and transit services; and other on-site entertainment and amenities for residential land uses. The internet and intranet will reduce the need for people to use automobile travel to obtain the information that is provided by both. The intranet shall also provide education about greenhouse gas (GHG) emissions; GHG reduction opportunities; energy and water conservation opportunities; financial incentives (e.g., rebates and low-interest loans) for energy-efficiency improvements; and energy-efficiency technology systems, including those suitable for large commercial and industrial users.	Provide internet infrastructure and a community intranet	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Regional Planning
5.10	**Traffic, Access and Circulation**	**MM 10-2** The Project Applicant/Developer shall submit a traffic study that addresses site access and local circulation in accordance with the County of Los Angeles Department of Public Works Traffic Impact Analysis Report Guidelines. The Project Applicant/Developer shall retain a Traffic Engineer or Civil Engineer licensed in the State of California to perform the traffic study to the satisfaction of the County.	Retain a Traffic Engineer to Submit a Traffic Study for review and approval	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-3** The Project Applicant/Developer shall seek to enter into a Traffic Mitigation Agreement for Land Development Impacts to California State Transportation Facilities by and between the Project Applicant/Developer and Caltrans, and during the term of such agreement shall comply with the terms and conditions thereof. Compliance with the Traffic Mitigation Agreement shall constitute compliance with the mitigation measures for the Project's traffic impacts on the State highway system. Any required improvements that result from direct Project impacts (i.e., not from cumulative impacts), and are required on Caltrans-owned facilities, shall be implemented through a Traffic Mitigation Agreement. Any required improvements that result from cumulative traffic impacts may be implemented through payment of fair share fees.	Enter into a Traffic Mitigation Agreement with Caltrans for any required improvements resulting from direct Project impacts on Caltrans-owned facilities	Prior to approval of first Tentative Map	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees for any required improvements Caltrans-owned facilities that result from cumulative impacts	Prior to Final Map recordation	Project Applicant/ Developer	Caltrans
5.10	**Traffic, Access and Circulation**	**MM 10-4** The Project Applicant/Developer will work with the County and/or Caltrans to establish a Traffic Mitigation Fee Program or an assessment district (an example of such is the Bridge and Thoroughfare District pursuant to *California Government Code*, Sections 66484 et seq.) or other equivalent program. Such a program or assessment district will mitigate vehicular trips related to new development accessing the SR-138 corridor between I-5 and SR-14 by establishing a fair share contribution from such new development to ensure the SR-138 needed improvements are fully funded. These fees shall be used for the needed improvements and may include the cost of engineering, soils analysis, right-of-way acquisition, demolition, relocation, construction, inspection, and other related expenses.	Establish a Traffic Mitigation Fee Program or an assessment district or equivalent	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works and Caltrans

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5.10	**Traffic, Access and Circulation**	**MM 10-5** The Project Applicant/Developer shall submit Traffic Management Plans to the County for review and approval. The Traffic Management Plans shall describe traffic-control measures that shall be implemented to maintain traffic flow in all directions, including where utilities and other improvements are being implemented in existing roadways. The Traffic Management Plans shall identify the following: construction haul routes; duration and location of lane closures; location of parking for the public and construction workers during construction phases; use of flag persons; and any pedestrian-related impacts to sidewalks and intersection crossings. The Traffic Management Plan shall be implemented during all stages of Project construction that generate traffic impacts.	Submit Traffic Management Plans for review and approval	Prior to issuance of construction permits	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-6** *(Supplemental Traffic Study MM-1)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement to improve SR-138 to a four lane expressway from I-5 to 240th Street West and to a limited access four lane conventional highway from 240th Street West to 190th Street West, with right-of-way reserved for a six-lane expressway between Gorman Post Road and 300th Street West, or comparable improvements consistent with the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
5.10	**Traffic, Access and Circulation**	**MM 10-7** *(Supplemental Traffic Study MM-2)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for the following intersection improvements at Specific Plan Westerly Access and SR-138: • Widen SR-138 to a six-lane expressway from westerly project entrance to 300th Street West, resulting in three through lanes in the WB and EB directions. • Construct intersection to include: two NB left-turn lanes, three NB through lanes and one NB right-turn lane.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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		• In the SB direction, construct two left turn lanes, three through lanes and two right-turn lanes. • In the EB direction, construct three left-turn lanes and one right-turn lane. • In the WB direction, construct two left-turn lanes and two right-turn lanes. • Install traffic signal. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.				
5.10	**Traffic, Access and Circulation**	**MM 10-8** *(Supplemental Traffic Study MM-3)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at Specific Plan Central Access and SR-138: • Widen SR-138 to a six-lane expressway from westerly project entrance to 300th Street West, resulting in three through lanes in the WB and EB directions. • In the NB and SB directions, construct two left-turn lanes, three through lanes and one right-turn lane. • In the EB direction, construct two left-turn lanes and one right-turn lane. • In the WB direction, construct two left-turn lanes and two right-turn lanes. • Install traffic signal and include SB and NB right-turn overlap phasing. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-9** *(Supplemental Traffic Study MM-4)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at 300th Street West and SR-138: • Widen SR-138 to a six-lane expressway from westerly project entrance to 300th Street West, resulting in three through lanes in the WB and EB directions • Construct two left-turn lanes and one right-turn lane in the EB direction and two left-turn lanes and dual right-turn lanes in the WB direction. • In the NB direction, construct two left-turn lanes, three through lanes, and one right-turn lane. • In the SB direction, construct two left turn lanes, three through lanes and one right-turn lane. • Install traffic signal and include WB right-turn overlap phasing. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-10** *(Supplemental Traffic Study MM-6)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at Margalo Drive and SR-138: • Widen SR-138 to a four-lane expressway from 300th Street West to 240th Street West. • Additional intersection improvements include: two EB left turn lanes, one WB right-turn lane, one SB left-turn lane, and two SB right-turn lanes. • Install traffic signal. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-11** *(Supplemental Traffic Study MM-7)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at Three Points and SR-138: • Widen SR-138 to a four-lane expressway from 300th Street West to 240th Street West resulting in two through lanes in the WB and EB directions. • Additional improvements include adding one NB left-turn lane, one SB left turn lane and one SB right turn lane. Or contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-12** *(Supplemental Traffic Study MM-8)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at 250th Street West and SR-138: • Widen SR-138 to a four-lane expressway from 300th Street West to 240th Street West resulting in two through lanes in the WB and EB directions. • Additional improvements include adding one SB left turn lane, one EB left-turn lane, one WB U-turn lane and one dedicated WB right-turn lane. • Install traffic signal. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-13** *(Supplemental Traffic Study MM-9)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at 210th Street West and SR-138: • Widen SR-138 to a four-lane limited access conventional highway from 240th Street West to 190th Street West. • Additional improvements include one SB left-turn lane, one NB left-turn lane, one EB left-turn lane, one EB right-turn lane, and one WB left-turn lane. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-14** *(Supplemental Traffic Study MM-11)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at 170th Street West and SR-138: • Roadway augmentation at intersection, approximately ¼ mile in length for the east and west legs, resulting in 2 through lanes in the WB and EB directions at the intersection. • Additional improvements include one EB left-turn lane, one WB left-turn lane, one NB left-turn lane and one SB left-turn lane. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-15** *(Supplemental Traffic Study MM-13)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at 90th Street West and SR-138: • Roadway augmentation at intersection, approximately ¼ mile in length for the east and west legs, resulting in 2 through lanes in the WB and EB directions at the intersection. • Additional improvements include: two EB left-turn lanes, one EB right-turn lane, one WB left-turn lane, one WB right-turn lane, one NB left-turn lane and one SB left-turn lane. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-16** *(Supplemental Traffic Study MM-14)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at 60th Street West and SR-138: • Roadway augmentation at intersection, approximately ¼ mile in length for the east and west legs, resulting in 2 through lanes in the WB and EB directions at the intersection. • Additional improvements include: one EB left-turn lane, one EB right-turn lane, one WB left-turn lane, one WB right-turn lane, one NB left-turn lane and one SB left-turn lane. • Install traffic signal. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-17** *(Supplemental Traffic Study MM-15)* To mitigate the Project's impacts to SR-138, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for implementation of the following intersection improvements at the SR-14 and SR-138 interchange: • Install traffic signals at the NB off-ramp and the SB off-ramp. Or, contribute fair share to intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-18** *(Traffic Study MM-16)* To provide adequate capacity at the I-5/SR-138 interchange, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the following ramp improvement at I-5/SR-138: • Addition of one auxiliary lane at the connector ramp from westbound SR-138 to southbound I-5 for existing plus Project conditions.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-19** *(Traffic Study MM-17 and MM-34)* To provide adequate capacity at The Old Road at I-5 SB Ramps/Sedona intersection, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the addition of a second southbound left-turn lane from The Old Road to the I-5 Southbound On-Ramp.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-20** *(Supplemental Traffic Study MM-18)* To mitigate the increase of side-street delay for the existing adjacent off-site areas and for planned on-site side streets along SR-138, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) dedicate right-of-way within the project site at each site access location to accommodate the ultimate intersection or interchange configuration to be determined by the Northwest Corridor Improvement Project preferred alternative at the following SR-138 intersections: • Westerly Access • Central Access • 300th Street West	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Construct Signalized Intersections at Project access points	In accordance with Traffic Mitigation Agreement or when traffic signals meet warrants, whichever occurs first	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-21** *(Supplemental Traffic Study MM-22)* To provide adequate on- and off-site capacity to accommodate up to 10 percent of the Project and anticipated cumulative development, the Project Applicant/Developer shall comply with the terms of the Traffic Mitigation Agreement for the following SR-138 intersection improvements for site access: • Westerly Access: Provide one EB left-turn lane, one EB through lane, one EB right-turn lane, one WB left-turn lane, one WB through lane, one WB right-turn lane, one NB left-turn lane, one shared NB through/right lane, one SB left-turn lane, and one shared SB through/right lane. Install traffic signal. • Central Access: Provide one EB left-turn lane, one EB through lane, one EB right-turn lane, one WB left-turn lane, one WB through lane, one WB right-turn lane, one NB left-turn lane, one NB through lane, one NB right-turn lane, one SB left-turn lane, one SB through lane, and one SB right-turn lane. Install traffic signal. • 300th Street West: Provide one EB left-turn lane, one EB through lane, one EB right-turn lane, one WB left-turn lane, one WB through lane, one WB right-turn lane, one NB left-turn lane, one shared NB through/right lane, one SB left-turn lane, and one shared SB through/right lane. Install traffic signal. • 190th Street West: Provide one EB left-turn lane, one EB through lane, one WB through lane, one WB right-turn lane, one SB left-turn lane, and one SB right lane.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans

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5.10	**Traffic, Access and Circulation**	**MM 10-22** *(Supplemental Traffic Study MM-19)* To provide adequate on- and off-site capacity to accommodate up to 75 percent of the Project and anticipated cumulative development, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the widening of SR-138, including:	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
		• Addition of one additional lane in each direction (six lane freeway) from I-5 to Gorman Post Road • Addition of two additional lanes in each direction (six lane expressway) from Gorman Post Road to 300th Street West • Addition of one additional lane in each direction (four lane expressway) from 300th Street West to 240th Street West • Addition of one additional lane in each direction (four lane limited access conventional highway) from 240th Street West to the SR-14 interchange	Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-23** *(Supplemental Traffic Study MM-20)* To provide adequate on- and off-site capacity to accommodate 100 percent of the Project and anticipated cumulative development, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the widening of SR-138, including:	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans

		• Addition of a second additional lane in each direction (six lanes total) from 300th Street West to approximately ½ mile east of 250th Street West
		• Construct additional intersection turn lanes at the following SR-138 intersections:
		  o Westerly Project Access
		  o 300th Street West
		  o Margalo Drive
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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		o Three Points Road o 60th Street West				
5.10	**Traffic, Access and Circulation**	**MM 10-24** *(Traffic Study MM-21 and MM-26)* To provide adequate capacity to the I-5 mainline freeway, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding towards RTP/SCS improvement projects on SR-58 between I-5 in Kern County and I-15 in San Bernardino County, as verified by the County in consultation with the Kern COG and Caltrans. Improvements could include development of a high capacity goods movement facility along the SR-58 and/or E-220 corridors.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-25** *(Traffic Study MM-24)* The Project Applicant/Developer shall implement the Mobility Plan, included as Section 3.2 of the Specific Plan, which provides an extensive system of sidewalks, greenway trails, community trails, a dedicated transit easement, and two transit hubs to serve as alternative means of transportation on the Project site. The Mobility Plan also requires creation and ongoing operation of a Transportation Management Association (TMA) to implement ongoing transportation improvements and programs. The Project Applicant/Developer, through the required implementation of the Mobility Plan, shall: • Reinforce and serve the Land Use Plan; • Provide future residents, visitors and employees with multiple modes of transit/non-single occupancy vehicle (non-SOV) accessibility for internal and external trips; • Provide options to reduce vehicle trips and emissions by linking effective travel demand management with transportation systems and parking policies; • Provide residents and employees on the Project site with multiple modes of transportation options (i.e.,	Verification of compliance with Specific Plan requirements for the Mobility Plan at the Tentative Map stage	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning

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		walk, bike, public transit, private auto, car share, bike share, etc.); • Provide for 80 percent on average, but no less than 50 percent of each Village's residential units to be located within one-half mile of a Village Center that includes retail and service uses; • Provide parks within a 5-minute walk (0.25 mile) of 80 percent of all residential units; • Provide a transit route easement no less than 25 feet wide in the Centennial Commerce District connecting the Town Center, Business Park, and Industrial/Civic areas and also northerly connecting to the Village Five Core; • Require TMA implementation of a combination of transit and transportation measures to ensure that a minimum of 30 percent of total daily internal on-site trips are completed by using transit modes other than SOV use, including on-demand pooled car or multi-passenger vehicle service; • Require TMA implementation of a combination of transit and transportation measures to ensure that a minimum of 20 percent of total off-site peak hour commutes to and from the Project site are completed by using transit modes other than SOVs, which shall include requiring the TMA to provide am and pm peak hour demand-based multi-passenger transit services for Project residents and employees that link the Project to the nearest Metrolink station and commuter transit hub to the south (currently Santa Clarita) and the east (currently Palmdale), and to the north (Tejon Mountain Village, Tejon Commerce Center, and Grapevine), and to other commuter destinations as warranted by consumer demand; • Require TMA implementation of a program to coordinate with automotive dealers on the Project site				

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		to promote battery electric or hydrogen fuel cell (collectively "electric") vehicles; at minimum, this program shall include preferences for dealers offering bulk discounts or other financial incentives; • Require TMA oversight of requirement for service fleet vehicles for agencies or businesses located on-site to be electric vehicles to the maximum extent feasible, as determine by the Project Applicant/Developer in consultation with the County, or other future vehicle technologies as may be developed and comply with California's air quality, greenhouse gas, and climate change mandates, and which meet the performance and affordability needs of Project employees and residents as determined by the Project Applicant/Developer in consultation with the County (collectively, "Future Vehicle Fleet" or "FVF"); and • Require TMA implementation of a combination of measures to provide adequate temporary bike or personal electric vehicle (e.g., scooter) parking during large public events conducted at civic center, large amphitheaters, fairgrounds or athletic stadium uses that may be permitted, temporarily permitted, or conditionally permitted on the Project site pursuant to the Specific Plan. Such measures may include, but are not limited to, providing valet bike parking, temporarily anchored bike parking racks, or a secured temporary bike parking enclosure. The Circulation Plan sets forth requirements for roadway classifications; intersection controls; and traffic calming measures. Where approved by the California Department of Transportation (Caltrans) and the County and where maintenance and durability costs are comparable to traditional materials, use "cool" pavement materials, which reduce heat island effect.				

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5.10	**Traffic, Access and Circulation**	**MM 10-26** *(Traffic Study MM-24)* Each component of the Mobility Plan incorporates Transportation Demand Management (TDM) features to reduce dependence on the automobile, provide for a more efficient use of transportation resources among Project occupants, and thereby reduce pollutant emissions. Related to this is the creation and ongoing operation of a Transportation Management Association (TMA) to fund and manage the operation of ongoing transportation programs, including but not limited to transit and on-demand services. The key TDM elements that are inherent in the overall Mobility Plan are: • Sidewalks, greenway trails, and community trails that link residential, schools, shopping, and employment areas; • Small- to medium-sized streets and blocks that allow for shorter walking distances to retail, parks, schools, and other destinations; • Pedestrian environments incorporated with public streets; • Transit route easement connecting the residential and commerce areas; • Parking behind buildings to encourage walking in retail areas along street frontage; and • Parks within 0.25 mile of 80 percent of all residential units.	Verification of compliance with Specific Plan requirements for Transportation Demand Management at the Tentative Map stage	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning

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5.10	**Traffic, Access and Circulation**	**MM 10-27** *(Traffic Study MM-25)* To provide adequate capacity to the I-5 mainline freeway, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding towards the following planned improvements to I-5: • I-5 between Lake Hughes and Parker: Addition of one auxiliary lane in each direction. • I-5 between Parker Road and SR-14: Addition of one HOV or HOT lane in each direction.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-28** *(Traffic Study MM-27)* To provide adequate capacity at the I-5/SR-138 interchange, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the following ramp improvement at I-5/SR-138: • Addition of two auxiliary lanes at the connector ramp from westbound SR-138 to southbound I-5 for cumulative buildout conditions.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-29** *(Traffic Study MM-28)* To provide adequate capacity at the I-5/SR-138 interchange, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the following ramp improvement at I-5/SR-138: • Addition of two auxiliary lanes at the connector ramp mainline before the northbound I-5 to eastbound SR-138 connector ramp	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-30** *(Traffic Study MM-29)* To provide adequate capacity at the SR-14/SR-138 interchange, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the following ramp improvement at SR-14/SR-138: • Construction of one auxiliary lane and a second off-ramp lane for the SR-14 northbound off ramp to SR-138.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-31** *(Traffic Study MM-30)* To provide adequate capacity at the SR-14/SR-138 interchange, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the following ramp improvement at SR-14/SR-138: • Construction of a second lane on the SR-14 southbound on-ramp from SR-138.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-32** *(Supplemental Traffic Study MM-31)* To provide adequate capacity at the SR-14 SB Ramps and SR-138 interchange, the Project Applicant/Developer shall (1) comply with the terms of the Traffic Mitigation Agreement for the reconfiguration of the interchange to include two eastbound through lanes and two westbound through lanes and install a traffic signal or (2) contribute fair share funding for intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-33** *(Supplemental Traffic Study MM-32)* To provide adequate capacity at SR-14 NB Ramps and SR-138 interchange, the Project Applicant/Developer shall (1) comply with the terms of the Traffic Mitigation Agreement for the reconfiguration of the interchange to include two eastbound through lanes and two westbound through lanes and a traffic signal or (2) contribute fair share funding for intersection improvements being advanced by Caltrans in the Northwest 138 Corridor Improvement Project preferred alternative.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-34** *(Traffic Study MM-33)* To provide adequate capacity at Lake Hughes Road at I-NB Ramps intersection, the Project Applicant/Developer shall (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding towards planned improvements to I-5 for the addition of one lane to the northbound off-ramp and restripe the configuration to include one left-turn, one shared left/right-turn lane, and one dedicated right-turn lane.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-35** *(Traffic Study MM-35)* To provide adequate capacity at the Magic Mountain Parkway at I-5 SB Ramps intersection, the Project Applicant/Developer shall (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding towards planned improvements to I-5 for the restriping of the southbound off-ramp to provide two left-turn lanes, one shared left-turn/through lane, and one right-turn lane.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-36** *(Traffic Study MM-36)* To provide adequate capacity at the Magic Mountain Parkway at I-5 NB Ramps intersection, the Project Applicant/Developer shall (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding towards planned improvements to I-5 for the conversion of the shared through/right-turn lane to a shared left/through/right-turn lane.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-37** *(Traffic Study MM-37)* To provide adequate capacity at the Valencia Road at I-5 SB Ramps intersection, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the striping of a third westbound through lane.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-38** *(Traffic Study MM-38)* To provide adequate capacity at the Valencia Road at I-5 NB Ramps intersection, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the traffic signal modification to add a northbound right-turn overlap phase.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.10	**Traffic, Access and Circulation**	**MM 10-39** *(Traffic Study MM-39)* To provide adequate capacity at the McBean Parkway at I-5 SB Ramps intersection, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward the restriping of the dedicated westbound right-turn lane to a shared through/right-turn lane.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-40** *(Traffic Study MM-40)* To provide adequate capacity at the Calgrove Road at I-5 SB Ramps intersection, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward adding a second eastbound through lane and a de-facto right-turn lane and a second through lane in the westbound direction.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works
5.10	**Traffic, Access and Circulation**	**MM 10-41** *(Traffic Study MM-41)* To provide adequate capacity at the Calgrove Road at I-5 NB Ramps intersection, the Project Applicant/Developer shall either (1) comply with the terms of the Traffic Mitigation Agreement or (2) contribute fair share funding toward restriping to add a westbound de facto right-turn lane.	Comply with the terms of the Traffic Mitigation Agreement	In accordance with the Traffic Mitigation Agreement	Project Applicant/ Developer	County Department of Public Works and Caltrans
			Pay fair share fees	Prior to Final Map recordation	Project Applicant/ Developer	County Department of Public Works

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5.11	**Air Resources**	**MM 11-1** The Project's plans and specifications shall require stationary sources to comply with the parameters stated in Stationary Source Types, Size Limits, and Quantity Estimates, which is included as Attachment A to the Project's Mitigation Monitoring and Reporting Program. Should there be a need for a stationary source exceeding the prescribed limits, the Project Applicant/Developer shall apply for source-specific permit from the Antelope Valley Air Quality Management District (AVAQMD) or South Coast Air Quality Management District (SCAQMD), as applicable.	Require stationary sources to comply with the parameters stated in Attachment A	Prior to issuance of applicable construction permits	Project Applicant/ Developer and AVAQMD and SCAQMD	County Department of Regional Planning And/or County Department of Public Health
5.11	**Air Resources**	**MM 11-2** The Project's plans and specifications shall include the following measures to minimize nitrogen oxide (NOx) and volatile organic compound (VOC) emissions during construction: • All off-road diesel-powered construction equipment greater than 50 horsepower shall meet U.S. Environmental Protection Agency (USEPA) Tier 4 Final emission standards to the extent that the equipment is available. In addition, all construction equipment shall be outfitted with Best Available Control Technology (BACT) devices certified by the California Air Resources Board (CARB) or the U.S. Environmental Protection Agency (USEPA). Any emissions-control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. If Tier 4 Final equipment is not available, the Project Applicant/Developer shall provide the County with documentation showing the reasons for non-availability. • Alternatively, construction equipment may be selected according to the Green Construction Policy used by the Los Angeles County Metropolitan Transportation Authority or the ports of Los Angeles/Long Beach.	Require measures to minimize NOx and VOC emissions	Prior to issuance of applicable construction permits and During grading activities	Project Applicant/ Developer	County Department of Regional Planning And/or County Department of Public Health

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		These policies include provisions to 'step down' from Tier 4 equipment to Tier 3 or Tier 2 if specified criteria are met. In addition, all construction equipment shall be outfitted with Best Available Control Technology (BACT) devices certified by the California Air Resources Board (CARB) or the U.S. Environmental Protection Agency (USEPA). • Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export). If the Project Applicant/Developer determines that 2010 model year or newer diesel trucks cannot be obtained, trucks that meet USEPA 2007 model year NOx emissions requirements shall be required. If 2010 model year or newer diesel trucks are not available, the Project Applicant/Developer shall provide the County with documentation showing the reasons for non-availability. • A copy of each unit's certified tier specification, BACT documentation, and CARB or District operating permit shall be provided to the County at the first occurrence of mobilization of each applicable unit of equipment. • Construction contractors shall ensure construction equipment is properly serviced and maintained to the manufacturer's standards. • Construction contractors shall limit non-essential idling of construction equipment to no more than five consecutive minutes. • Construction contractors shall use Super-Compliant Architectural/Industrial (AIM) Coatings to the extent that they are commercially available and certified to meet the applicable requirements of Antelope Valley Air Quality Management District Rule 1113 and South Coast Air Quality Management District Rule 1113.				

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5.11	**Air Resources**	**MM 11-3** The Project's plans and specifications shall prohibit wood-burning fireplaces as required by SCAQMD Rule 445 in single-family residences throughout the entire Project site, including at residences that are 3,000 or more feet above mean sea level at which the SCAQMD prohibition would otherwise not apply. Natural gas fireplaces shall be limited to a total of 13,954. These requirements shall be posted on the community intranet and shall be clearly described and distributed to home buyers through their home purchase contracts and CC&Rs.	Prohibit wood burning fireplaces and Limit total fireplaces to 13,954	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Regional Planning And/or County Department of Public Works Building and Safety
5.11	**Air Resources**	**MM 11-4** The Project's plans and specifications for non-residential buildings shall demonstrate that the following features have been incorporated into the building designs. Proof of compliance shall be provided to the County prior to the issuance of occupancy permits. • For buildings with over 10 tenant-occupants, changing/shower facilities shall be provided as specified in Section A5.106.4.3, Nonresidential Voluntary Measures, of the CALGreen Code as follows: for 11 to 50 tenant-occupants, one unisex shower and two 2-tier lockers; for 51 to 100 tenant-occupants, one unisex shower and three 2-tier lockers; for 101 to 200 tenant-occupants, one shower per gender and four 2-tier lockers; and for over 200 tenant-occupants, one shower per gender for each 200 additional tenant-occupants and one 2-tier locker for each 50 additional tenant-occupant. • Preferential parking for electric vehicles, other FVF vehicles, and carpool/van vehicles shall be provided as specified in Section A5.106.5.1, Nonresidential Voluntary Measures, of the CALGreen Code as follows: two for 10 to 25 spaces; four for 26 to 50 spaces; six for 51 to 75 spaces; nine for 76 to 100 spaces; eleven for	Demonstrate that plans and specifications include features have been incorporated into the building designs	Prior to issuance of applicable building permits	Project Applicant/ Developer	County Department of Regional Planning

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<table>
<tr><th>#</th><th>Environmental Factor</th><th>Mitigation</th><th>Action Required</th><th>When Monitoring to Occur</th><th>Responsible Agency or Party</th><th>Monitoring Agency or Party</th></tr>
<tr><td></td><td></td><td>101 to 150 spaces; 18 for 151 to 200 spaces; and at least 10 percent of total for 201 and more spaces.
• Electric Vehicle Charging Spaces (EV Space), as defined by CALGreen Code Section 202, shall be installed to support future installation of Electric Vehicle Supply Equipment (EVSE), as defined by CALGreen Code Section 202, at each non-residential building with 10 or more parking spaces. Installation of each EV Space shall be consistent with Sections A5.106.5.3 and A5.106.5.3.1, Nonresidential Voluntary Measures (Tier 1), of the CALGreen Code. The EV Space facilities shall meet Section 406.9 (Electric Vehicle) of the *California Building Code* and as follows:
<table>
<tr><th>Total Number of Actual Parking Spaces</th><th>Tier 1 Number of Required EV Spaces</th></tr>
<tr><td>0-9</td><td>0</td></tr>
<tr><td>10-25</td><td>2</td></tr>
<tr><td>26-50</td><td>3</td></tr>
<tr><td>51-75</td><td>5</td></tr>
<tr><td>76-100</td><td>7</td></tr>
<tr><td>101-150</td><td>10</td></tr>
<tr><td>151-200</td><td>14</td></tr>
<tr><td>>200</td><td>8 percent of total spaces rounded up to nearest whole number</td></tr>
</table>
Multiple charging spaces required. When multiple EV Spaces are required, plans shall include the location(s) and type of EVSE, raceway method(s), wiring schematics and electrical calculations to verify that the electrical system has sufficient capacity to charge simultaneously all the electric vehicles (EV) at all designated EV Spaces at their full rated amperage. Plan design shall be based on Level 2 EVSE at its maximum operating ampacity. Provide raceways from the electrical service panel to the</td><td></td><td></td><td></td><td></td></tr>
</table>

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		designated parking areas which are required to be installed at the time of construction. **Increased EVSE Installations.** Changes to EVSE parking shall be allowed to the extent allowed under state laws, and the duration of vehicular occupancy of EV spaces may be restricted as authorized by state law to allow charging of multiple vehicles each day. Demand for EV Space facilities shall be monitored biennially by the TMA, additional EV parking spaces shall be made available at lots where demand exceeds supply. The TMA biennial survey shall also consider future transportation technology and practices, including for example changes in vehicular electric charging technology, other FVF changes, or other transportation practices and services changes (e.g., with lower-automobile ownership rates leading to reduced parking demand and/or reduced private ownership of vehicles requiring daily electric charging).				
5.11	**Air Resources**	**MM 11-5** The Project's plans and specifications for residential buildings shall demonstrate that the following features have been incorporated. • Visitor parking shall include preferentially located parking spaces for electric vehicles. • Exterior electrical receptacles and natural gas or propane hookups. • Bicycle parking shall be provided as specified in Section A4.106.9, Residential Voluntary Measures, of the CALGreen Code or as required by Section 22.52.1225B of the County Code, whichever is more stringent. The requirements under the Residential Voluntary Measures of the CALGreen Code are as follows: **Short-term bicycle parking.** Provide permanently anchored bicycle racks within 100 feet of the visitor's entrance, readily visible to passers-by, for five percent	Demonstrate that plans and specifications include visitor parking and bicycle parking features in the building designs	Prior to issuance of applicable building permits	Project Applicant/ Developer	County Department of Regional Planning

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		of visitor motorized vehicle parking capacity within a minimum of one two-bike capacity rack. **Long-term bicycle parking for multifamily buildings.** Provide on-site bicycle parking for at least one bicycle per every two dwelling units. Acceptable parking facilities shall be conveniently reached from the street and may include, but not limited to: 1. Covered, lockable enclosures with permanently anchored racks for bicycles. 2. Lockable bicycle rooms with permanently anchored racks. 3. Lockable, permanently anchored bicycle lockers. **Long-term bicycle parking for hotel and motel buildings.** Provide one on-site bicycle parking space for every 25,000 square feet, but not less than two. Acceptable parking facilities shall be conveniently reached from the street and may include, but not be limited to: 1. Covered, lockable enclosures with permanently anchored racks for bicycles. 2. Lockable bicycle rooms with permanently anchored racks. 3. Lockable, permanently anchored bicycle lockers. **Bicycle parking areas may also be used by small electric vehicles such as scooters.**				
5.11	**Air Resources**	**MM 11-6** The Project's plans and specifications for parking structures and parking lots with 20 or more parking spaces that serve uses other than residential or nonresidential buildings (e.g., trailhead, park), and parking structures and parking lots that serve multifamily residential buildings with 17 or more multifamily units, shall demonstrate that the following features have been incorporated into the parking facility.	Demonstrate that plans and specifications include preferential parking and electric vehicle charging features	Prior to issuance of applicable building permits	Project Applicant/ Developer	County Department of Regional Planning

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		• The parking facility shall include a minimum of five percent preferentially located parking spaces for electric vehicles. • Five percent of the total number of parking spaces provided in the parking facility, but in no case less than one, shall be Electric Vehicle Parking Spaces (EV Spaces), as defined in CALGreen Code Section 202, capable of supporting future Electric Vehicle Supply Equipment (EVSE), as defined in CALGreen Code Section 202. Calculations for the required number of EV Spaces shall be rounded up to the nearest whole number and the design and installation of each EV Space shall be consistent with Section A4.106.8.2, Residential Voluntary Measures, and Section 4.106.4.2, of the CALGreen Code as follows: **Single charging space requirements.** When only a single EV Space is required, install a listed raceway capable of accommodating a dedicated branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall be securely fastened at the main service or subpanel and shall terminate in close proximity to the proposed location of the charging system into a listed cabinet, box or enclosure. **Multiple charging spaces required.** When multiple EV Spaces are required, plans shall include the location(s) and type of EVSE, raceway method(s), wiring schematics and electrical calculations to verify that the electrical system has sufficient capacity to charge simultaneously all the electric vehicles at all designated EV Spaces at their full rated amperage. Plan design shall be based on Level 2 EVSE at its maximum operating ampacity. Only underground raceways and related underground equipment are required to be installed at the time of construction.	in the building designs			

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		• For residential parking facilities, bicycle parking shall be provided as specified in Section A4.106.9, Residential Voluntary Measures, of the CALGreen Code, or as required by County Code Section 22.52.1225B, whichever is more stringent. • Bicycle parking spaces at a rate of 5 percent of minimum required vehicle parking spaces for nonresidential land uses or as required by Section 22.52.1225B of the County Code, whichever is more stringent.				
5.11	**Air Resources**	**MM 11-7** The Project's plans and specifications for business park or water reclamation facility land uses shall demonstrate that buffer areas adjacent to proposed business parks in compliance with the Air Quality Analysis for Stationary Sources Allowed by the Centennial Specific Plan, (see Appendix 5.11-B of this EIR) have been incorporated into the design plans. The buffer areas shall prohibit uses that are potential sources of toxic air contaminants and shall prohibit uses that include sensitive receptors, except as allowed through written evidence that the sensitive use would not be exposed to Toxic Air Contaminants with pollutant concentrations resulting in a cancer risk greater than or equal to 10 in 1 million for health risks and 1.0 for non-cancer chronic and acute hazard indices (HIs).	Demonstrate that the map includes buffer areas that prohibit toxic air contaminant sources and sensitive receptors	Prior to the approval of Final Maps that include a business park or water reclamation facility	Project Applicant/ Developer	County Department of Regional Planning and County Department of Public Health
5.11	**Air Resources**	**MM 11-8** Prior to approval of any tract map that includes an air quality sensitive use (e.g., residence, school, hospital, daycare center) within a designated business park, the Project Applicant/Developer shall provide written evidence to the County that the sensitive use would not be exposed to Toxic Air Contaminants with pollutant concentrations resulting in a cancer risk greater than or equal to 10 in 1 million for health risks and 1.0 for non-cancer chronic and acute hazard indices (HIs).	Provide written evidence that sensitive uses in business parks would not be exposed to significant Toxic Air Contaminants	Prior to the approval of Tentative Maps that include a sensitive land use within the business park	Project Applicant/ Developer	County Department of Public Health

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5.11	**Air Resources**	**MM 11-9** The Project's plans and specifications shall demonstrate that all distribution centers are within the business park areas south of State Route (SR) 138 and are located at least 1,000 feet from existing sensitive receptors and lands designated for sensitive land uses. Distribution centers shall not be allowed in other areas within the Project site.	Restrict distribution center uses to business park areas south of SR-138, and to locations at least 1,000 feet from sensitive receptors and lands designated for sensitive land uses	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Regional Planning
5.11	**Air Resources**	**MM 11-10** The Project's plans and specifications shall demonstrate that any land uses involving the public congregation of sensitive receptors (e.g. residential, schools, hospital, daycare center) are not within 250 feet of the near edge of the SR-138 traffic lanes.	Build sensitive land uses further than 150 feet of the near edge of the SR-138 traffic lanes	Prior to issuance of applicable construction permits near SR-138	Project Applicant/ Developer	County Department of Regional Planning
5.11	**Air Resources**	**MM 11-11** Prior to the approval of any tract map that includes an air quality sensitive receptor (e.g. residential, day care, schools, hospital) located more than 250 feet, but less than or equal to 500 feet, of the SR-138 and/or within 500 feet of any "high volume roadway" (i.e., a roadway with an average daily traffic volume that equals or exceeds 50,000 vehicles), the Project Applicant/Developer shall provide to the Air Pollution Control District(s) with jurisdiction over the mapped area a dispersion analysis prepared in accordance with each applicable Air District's methodological requirements to calculate the health risks from vehicle emissions from SR-138 and/or high volume roadway, as relevant. If the study concludes that any sensitive receptor exposure would equal or exceed 20 in 1 million for cancer risk or 1.0 for non-cancer indices (or future more stringent thresholds as may be adopted by the applicable Air District(s) and approved by the County for use on projects subject to the County's lead agency authority under the California	Provide health risk analysis for sensitive land uses within 500 feet of the near edge of the SR-138 traffic lanes and/or any "high volume roadway", and appropriate risk reduction measures, if applicable	Prior to approval of Tentative Maps near SR-138 or any "high volume roadway"	Project Applicant/ Developer	County Department of Regional Planning and Air Pollution Control District(s)

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		Environmental Quality Act)(District TAC Thresholds), then the applicant shall submit a Toxic Air Contaminant (TAC) Emission Reduction Plan to the applicable Air District(s) for review and concurrence. Following review and concurrence by the applicable Air District(s), a copy of the TAC Emission Reduction Plan, confirming that no sensitive receptors on the Project site will be exposed to TAC risks in excess of District TAC Thresholds, shall be provided to the Los Angeles County Department of Regional Planning, prior to County approval of the tentative tract map. In the TAC Emission Reduction Plan, TAC exposure reduction measures shall be implemented to assure that no sensitive receptors are exposed to TAC-related health impacts that equal or exceed District TAC Thresholds. TAC exposure reduction measures include, but are not limited to, setbacks, vegetative barriers, heating, ventilation and air conditioning (HVAC) system filtration technologies, etc., and shall be required as a condition of approval for the tentative tract map, and/or required as a condition prior to issuance of a building permit approval for future sensitive use(s) included in the tentative tract map.				
5.12	**Noise**	**MM 12-1** For residences, hotels and motels, schools, and places of worship within 500 feet from the centerline of a collector road with a buildout forecast of 10,000 average daily trips (ADT) or greater, a limited secondary road with a buildout forecast of 6,500 ADT or greater, or any higher classification road, the Project Applicant/Developer shall submit to the County an Acoustical Study prepared in accordance with Section 1207.12 of the County Building Code. The Acoustical Study shall demonstrate that exterior noise levels at areas where residents would reasonably be expected to spend more than one hour (e.g., backyards) would not exceed 65 A-weighted decibels (dBA) Community Noise Equivalent Level (CNEL). The Acoustical Study shall also verify, including during construction and before Certificate of Occupancy (CofO) issuance, that the buildings have been properly designed to comply with a CNEL requirement of 45 dBA for habitable interior living areas, classrooms, and rooms	Submit an Acoustical Study for review and approval	Prior to issuance of applicable construction permits adjacent to a collector road with a buildout forecast of 10,000 ADT or greater	Project Applicant/ Developer	County Department of Public Health
			Verify the Acoustical Study	Prior to issuance of certificate of occupancy	Project Applicant/ Developer	County Department of Public Health

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		used for patient care and worship. The design features required to achieve the noise standard shall include one or more of the following elements, as verified by the Acoustical Study: building setbacks from the roadway; noise barriers; building orientation relative to the roadway; interior living space (bedroom, common area) orientation; sound-rated windows; upgraded exterior wall and/or roof construction; insulation batts; and forced air ventilation.				
5.12	**Noise**	**MM 12-2** For each business park use, school, community use area, park and recreation area, animal control facility, utility, County maintenance facility, commercial development, or manufacturing/industrial development, the Project Applicant/Developer shall submit an Acoustical Study verify that the Project has been properly designed to comply with the County of Los Angeles's Noise Ordinance standards at the nearby sensitive properties (both on and off site). The design features required to achieve the noise standard shall include one or more of the following elements, as verified by the Acoustical Study: building setbacks from the sensitive receptors; noise barriers; building orientation relative to the sensitive receptor; sound-rated windows; and upgraded exterior wall and/or roof construction. All stationary and point sources of noise shall adhere to the requirements of the County Code, including but not limited to Section 12.08.390, Exterior Noise Standards, Section 12.08.460, Loading and Unloading Operations, and Section 12.08.530, Residential Air-Conditioning or Refrigeration Equipment.	Submit an Acoustical Study for review and approval	Prior to issuance of applicable construction permits with noise-generating land uses adjacent to sensitive noise receptors	Project Applicant/ Developer	County Department of Public Health

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5.12	**Noise**	**MM 12-3** To ensure that construction noise is minimized, in addition to meeting all requirements of Section 12.08 of the *County of Los Angeles Code,* the following measures shall be implemented during construction: • All construction equipment, including internal combustion engines and stationary equipment (used for construction purposes) shall be equipped with noise-reducing features such as, but not limited to improved mufflers, intake silencers, ducts, engine enclosures, and acoustical shields or shrouds. All equipment items must have the manufacturers' recommended noise abatement measures, such as mufflers, engine enclosures, and engine vibration isolators, intact and operational. • Stationary equipment (e.g., generators, air compressors, concrete pumps) located within 450 feet of residences or schools shall have noise abatement (e.g., engine enclosures or equipment placed behind barriers) to limit the noise level at the sensitive receptor to an average sound level (Leq) of 60 dBA or less. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors, to the greatest extent feasible. The construction contractor shall locate pile drivers, or other machinery capable of causing strong vibrations or load noises, such that the rear of the vibratory pile driver or machinery faces toward the noise sensitive receptor when the machine is being utilized, to the greatest extent feasible. • Equipment and material staging areas and equipment maintenance areas shall be located at least 500 feet from sensitive noise receivers, if feasible. • Construction activities should be timed to minimize noise impact on exposed areas, by sequencing the use of equipment with relatively low noise levels versus during noise sensitive periods, routing truck traffic and	Implement noise reducing measures	Prior to the use of construction equipment and stationary equipment and During construction activities	Project Applicant/ Developer	County Department of Public Health

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		controlling construction traffic activity to minimize vehicle idling, gear shifting, and accelerating under load, to the greatest extent feasible. • Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction should be hydraulically or electrically powered to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust can and should be used. External jackets on the tools themselves can and should be used, if such jackets are commercially available and this could achieve a reduction of 5 dBA. Quieter procedures can and should be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures. • Construction contracts shall specify that notices shall be sent out to all residences located within 1,000 feet of the Project site at least 15 days prior to commencements of construction. The notices shall include the construction schedule and a telephone number where complaints can be registered with the noise disturbance coordinator. A sign, legible at a distance of 50 feet, shall also be posted at the construction sites throughout construction which includes the same details as the notices. • A "noise disturbance coordinator" shall be established at all construction sites. The disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall be required to implement reasonable measures such that the complaint is resolved.				

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		• The construction contractor shall establish a training program for equipment operators to instruct them in methods of operating their equipment to minimize environmental noise, and to inform them of all applicable State and County noise regulations, including the requirements contained in these mitigation measures.				
5.12	**Noise**	**MM 12-4** The Project Applicant/Developer shall submit a vibration analysis to the County demonstrating that the pile installation has been designed to limit vibrations to 0.01 peak particle velocity (ppv) inch per second (in/sec) or less at occupied buildings. Design features may include alternate methods of installation that result in reduced vibrations such as pile driving cushions or jetting instead of drilling.	Submit a vibration analysis for review and approval	Prior to issuance of applicable construction permits that would include pile driving or caisson drilling	Project Applicant/ Developer	County Department of Public Health
5.12	**Noise**	**MM 12-5** For the Project site areas adjacent to 300th Street West, 290th Street West, and Malinda Avenue, the Project Applicant/Developer shall provide information to County demonstrating that plans and specifications require that (1) vibratory rollers shall not be used within 300 feet of occupied residences or that vibratory rollers used within 300 feet of occupied residences shall be operated in the static mode and (2) large bulldozers and scrapers shall not be operated within 150 feet of occupied residences. Alternatively, the Project Applicant/Developer shall provide information to County demonstrating that plans and specifications require that vibratory rollers, large bulldozers, large scrapers, and similar heavy equipment shall be operated to comply with the requirements of Section 12.08.560 of the County Code and that vibrations at residential properties would not exceed 0.01 inch per second (in/sec).	Demonstrate that plans and specifications comply with the requirements of Section 12.08.560 of the County Code	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Public Health

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5.12	**Noise**	**MM 12-6** The Project Applicant/Developer shall provide to each prospective purchaser or tenant with a notice and statement of acknowledgment that shall be executed by the prospective purchaser, lessee, or tenant that the Centennial property will be undergoing continuing development and, depending on relative location, noise from construction activities may be heard. The form and method of distribution of said notice and statement of acknowledgment shall be as approved by the County. Subsequent to Project buildout, this mitigation measure would no longer apply.	Provide a notice and statement of acknowledgment regarding construction noise	Prior to sale, lease, or rental of any on-site residential structure	Project Applicant/ Developer	County Department of Regional Planning
5.12	**Noise**	**MM 12-7** In the event that blasting is necessary in order to fracture non-rippable rock, the Project Applicant/Developer shall prepare a Blasting Plan to be submitted and approved by the County of Los Angeles Fire Department in order to obtain a blasting permit; evidence of this approval shall be submitted to the County of Los Angeles Department of Regional Planning in order to obtain an Explosives Permit. The Blasting Plan shall be prepared in accordance with the United States Department of Interior, Office of Surface Mining (USOSM) standards and shall include, but not be limited to, the following: a. A pre-blast survey. b. The site and location of planned blasting and hours of operation (blasting to be conducted during the daylight hours only). c. Notification of blasting activities to all property owners within one-half mile of the blasting area. This notification shall describe the expected period and frequency that the blasting shall occur and give a contact phone number for any questions or complaints. All complaints shall be responded to in a method deemed satisfactory to the County of Los Angeles Department of Regional Planning. d. The types and amounts of explosives.	Provide a Blasting Plan for review and approval	Prior to approval of blasting permits and explosives permits	Project Applicant/ Developer	County Fire Department and County Department of Regional Planning

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		e. Warning system information. f. Methods of transportation and handling of explosives. g. Minimum acceptable weather conditions. h. Procedures for handling, setting, wiring, and firing explosives. i. Procedures for clearing and controlling access to blast danger. j. Procedures for handling misfires and other unusual occurrences. k. An Emergency Action Plan. l. Material safety data sheet for all explosives or other hazardous materials expected to be used. m. Procedures to ensure compliance with local, State and federal laws. n. Requirements and procedures for vibration monitoring near existing structures during blasting events.				
5.13	**Visual Resources**	**MM 13-1** The Project's plans and specifications shall demonstrate the implementation of measures to preserve existing rock outcroppings that are visible from off-site locations along the SR-138. In addition, the County shall review all final development plans (e.g., landscape, lighting, architectural plans)—as provided by the Project Applicant/Developer—to ensure that the development standards for each land use have been implemented to minimize the visual alteration of the site and to create an aesthetically pleasing development.	Provide plans and specifications demonstrating preservation of rock outcroppings visible from off-site locations along the SR-138	Prior to approval of Final Maps	Project Applicant/ Developer	County Department of Regional Planning

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5.13	**Visual Resources**	**MM 13-2** The Project shall implement the following components of the Green Development Program to minimize potentially adverse visual impacts: • Site the highest density residential uses in areas adjacent to commercial centers and permit residential uses in commercial centers through the Mixed Use Overlay to place larger populations within key centers, encouraging pedestrian activity and a reduction in vehicle trips. • Preserve oak woodlands, savannahs, and other sensitive habitat areas near Oso Canyon and at the foot of the San Gabriel Mountains southerly of SR-138. • Exterior lighting shall not cause unacceptable light trespass and shall be fully shielded. • Outdoor lighting shall be turned off using automatic control devices or systems between the hours of 10:00 PM and sunrise of the following day in commercial, business park, and mixed use areas, unless required by the County Building Code. If the property operates beyond 10:00 PM, then outdoor lighting shall be turned off 1 hour after the operation ends for the day. • Outdoor lighting for safety and security reasons is allowed after 10:00 PM only if fully shielded motion sensors are used to turn off lighting after 10:00 PM and the sensors turn the lighting off automatically no more than 10 minutes after the area is vacated or at least 50 percent of the total lumen levels are reduced or 50 percent of the total outdoor light fixtures are turned off between 10:00 PM and sunrise. • Outdoor lighting in residential and open space areas that are over 15 feet in height shall have an output no greater than 400 lumens.	Verification of compliance with Specific Plan requirements for the Green Development Program on the Tentative Maps	Prior to approval of Tentative Maps and/or Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Regional Planning

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		• The maximum height of outdoor lighting fixtures shall be: o 20 feet in Residential and Open Space areas o 30 feet in Commercial, Mixed Use, and Public areas o 35 feet in Business Park areas • Prohibit the use of outdoor lighting that includes drop-down lenses, mercury vapor lights, ultraviolet lights, search lights, laser lights and any outdoor lighting that flashes, blinks, alternates or moves unless mandated for health and safety reasons by a public agency. • Outdoor light fixtures in outdoor recreational areas shall be mounted, aimed, and fully shielded so that light beams fall onto activity areas and no unacceptable light trespass occurs on surrounding areas or properties. Outdoor lighting shall only provide the minimum necessary to illuminate recreational activities areas and shall be no more than 75 feet high. Preferably, these fixtures shall also use high pressure sodium or metal halide lamps. • Outdoor advertising signs, business signs and roof and freestanding signs that are lighted shall be fully shielded. Externally mounted light fixtures shall be mounted on the top of the sign and shall be oriented downward. Externally mounted bulbs or lighting tubes for signs shall not be visible from adjoining properties or public rights-of-way, unless such bulbs or tubes are filled with neon, argon, krypton or other self-illuminating substance.				

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5.13	**Visual Resources**	**MM 13-3** The existing off-site 66 kV electric lines that extend from SR-138 beginning at approximately the Old Ridge Route to 290th Street West, shall be relocated south of the Business Park area or may be placed underground.	Install underground the new on-site dry utility backbone system and Relocate existing off-site 66 kV electric lines to south of the Business Park area underground, if feasible	Prior to approval of Final Map recordation for the Business Park	Project Applicant/ Developer	County Department of Public Works
5.13	**Visual Resources**	**MM 13-4** Structures proposed along the Pacific Crest National Scenic Trail (PCT) shall be screened by a block wall or comparable screening along the rear of the structures abutting the trail and a 34-foot-wide landscaped setback shall be provided that would contain the conceptual PCT realignment.	Screen structures abutting the trail and provide a 34-foot wide landscaped setback	Prior to approval of Tentative Maps adjacent to PCT realignment	Project Applicant/ Developer	County Department of Regional Planning
5.13	**Visual Resources**	**MM 13-5** Security lighting used for construction areas, equipment, and building materials staging areas shall be directed away from SR-138, 300th Street West, 290th Street West, and existing residences east of 300th Street West and east of 290th Street West and Malinda Avenue. Screening of construction security lighting at construction staging areas shall be implemented, as feasible. Construction equipment and materials staging areas shall be located as far as feasible from surrounding adjacent residences and lights shall be directed away from adjacent on-site residences that are occupied, as each development phase is built.	Screen construction lighting, if feasible, and direct lighting from construction equipment and staging areas away from roadways and residences	Prior to construction activities for each development phase and During construction activities	Project Applicant/ Developer	County Department of Public Works

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5.13	**Visual Resources**	**MM 13-6** An Exterior Lighting Plan shall be prepared in coordination with a qualified Biologist, be reviewed by an Electrical Engineer who is registered in the State of California, and then approved by the County prior to the submittal of each building permit. The Lighting Plan shall apply to all proposed structures and for development areas that border natural open space resources. The Lighting Plan shall be consistent with County Rural Outdoor Lighting District requirements for the Antelope Valley and shall provide guidelines for the outdoor lighting to be used throughout the Project site. Final lighting orientation and design shall be approved by the County. The Lighting Plan shall include, but not be limited to, the following: a. All lighting within 300 feet of natural open space areas shall only be implemented where needed for safety and shall be directed away from these areas and shielded so that light is not directed into open space and riparian areas. Where possible, these safety lights shall be motion sensor activated with infrared light sensors to prevent daytime lighting. b. Mercury vapor and halide lighting shall not be used on the perimeter of the developed areas or adjacent to designated open space. c. Illumination levels should be compatible with the character and use of surrounding development as determined by national lighting organizations. The Illuminating Engineering Society of North America publishes recommendations for the lighting industry that include illumination levels for outdoor lighting. d. Low-pressure sodium lighting fixtures or flashing lights shall not be used except in emergency situations. e. Exterior lighting standards and fixtures shall be located and designed to minimize direct glare beyond the site	Prepare an Exterior Lighting Plan for review and approval	Prior to approval of improvement plans for Final Maps	Project Applicant/ Developer	County Department of Regional Planning

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		boundaries. Lighting shall be fully shielded and directed downwards to confine light spread solely within necessary locations. Illumination or glare from the exterior lighting system onto adjacent properties or streets should be minimized. f. Security lighting fixtures shall not project above the roof line of the building on which they are mounted. g. Where applicable, time-control devices shall be utilized on exterior lighting sources. h. Street, parking lot, and structural lighting fixtures shall provide adequate illumination for safety and comfort of vehicular and pedestrian traffic while minimizing light spillover.				

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5.14	**Parks and Recreation**	**MM 14-1** The Project shall implement the following components of the Green Development Program to provide healthy outdoor parks and recreational resources on the Project site: • Provide a functional system of community trails, greenway trails, and natural corridors to serve as recreational opportunities and as alternative means of transportation to reduce vehicular traffic. • Provide "complete streets" throughout the community to provide alternative modes of transport (walking, biking, low-speed vehicles (LSVs) such as neighborhood electric scooters, bikes and other low-speed electric vehicles (NEVs). • Incorporate sidewalks (separated by a parkway from streets) and trees to be the main street elements to create a walking environment, promoting pedestrian activity. • Provide Class I – IV bike lanes throughout the Project to ensure a variety of alternative transportation options. • Provide permanently anchored bicycle racks within 200 feet of visitors' entrance of nonresidential buildings, readily visible to passers-by, for 5 percent of new visitor motorized vehicle parking spaces being added, with a minimum of two-bike capacity rack. • For new nonresidential buildings with over 10 tenant-occupants or for additions or alterations that add 10 or more tenant vehicular parking spaces, provide secure bicycle parking spaces at a rate of 5 percent of tenant parking being added, with a minimum of one space. • For residential buildings, provide permanently anchored bicycle racks within 100 feet of the visitor's entrance, readily visible to passers-by, for 5 percent of visitor motorized vehicle parking capacity with a	Implement the components of the Green Development Program	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning and County Department of Parks and Recreation

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		minimum of one two-bike capacity rack. • Nonresidential buildings within the Business Park and Commercial areas with 75,000 or more square feet of gross floor area shall provide locker rooms and shower facilities. • For multifamily buildings, provide on-site bicycle parking for at least one bicycle per every two dwelling units • Include planned green space, which are integrated pockets of open space (including greenways, tree stands, hillsides, and community parks) with minimal developed amenities. Planned green space reduces evapotranspiration; allows natural percolation of runoff from adjacent lands; reduces the heat island effect; and adds aesthetic value to a site. Planned green space can provide habitat as well as linkages to other habitat areas.				
5.14	**Parks and Recreation**	**MM 14-2** The Project Applicant/Developer shall implement the Parks and Recreation Plan as set forth in Chapter 3.12 of the *Centennial Specific Plan* to provide visually appropriate parks and recreational amenities to the Project site.	Verification of compliance with Specific Plan requirements for the Parks and Recreation Plan on the Tentative Maps	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Parks and Recreation
5.14	**Parks and Recreation**	**MM 14-3** The Project Applicant/Developer shall construct 163 acres of parks consistent with the Park Overlay requirements of the Centennial Specific Plan, which includes acreage to meet the County's Parkland Dedication Ordinance requirements. In addition, the Project Applicant/Developer will fund the cost of constructing and equipping the public parks within the Project, pursuant to a park Development Agreement, a statutory Development Agreement pursuant to Section 65864 et seq. of the *California Government Code*, or other condition of approval.	Verification of compliance with Specific Plan requirements for parklands on the Tentative Map	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning and County of Department of Parks and Recreation

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		For purposes of this measure, and as applied to all future Tentative Maps, the County shall deem all parks that are 3.0 acres or more in size as public parks, so long as each park site meets County standards for site suitability. The Project shall provide public parks to be developed in accordance with the schematic designs approved by the County. Neighborhood and community parks shall contain various types of improvements that may include, but not be limited to, parking lot, walkways, plazas and other forms of hardscape, shade trellis, security lighting, trash enclosures, locking gates, fencing, open turf sports fields, basketball courts, multi-purpose ballfields, tennis courts, children's play areas, picnic areas (picnic tables with pads), shade structures/pavilions, restrooms with drinking fountains, recreation building, office and storage space/service yards, trees, landscaping (including plant material, grading, drainage, and irrigation), and park entry monuments.				
5.14	**Parks and Recreation**	**MM 14-4** The Project shall provide public parkland in compliance with the County of Los Angeles Parkland Dedication Ordinance/Quimby Act, with all acreage figures stated as "net" (three percent slope, maximum). Additionally, public parks shall be dedicated to the County in a developed condition, in accordance with the schematic designs recommended by the County and/or as approved by the Regional Planning Commission and/or the County Board of Supervisors as part of approval of each tract map as each phase of development occurs throughout the Project site with amenities consistent with County-approved plans. Developed public parks shall also be credited with an equivalency acreage correlating with the current Representative Land Value for the applicable Park Planning Area (currently Park Planning Area 48). All public parks must comply with County's Park Design Guidelines and Standards, Public Parks.	Provide public parkland in compliance with the County of Los Angeles Parkland Dedication Ordinance/ Quimby Act	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Parks and Recreation

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5.14	**Parks and Recreation**	**MM 14-5** The Project shall provide public and private recreation amenities that equate to the acreage requirements of the County of Los Angeles General Plan local parkland standard (4 acres for every 1,000 persons in the unincorporated County).* For purposes of monitoring compliance with the General Plan standard, whenever either a Tentative Map or a Final Map is submitted for the County's review and clearance, those maps shall have a table that provides a breakdown of acreage per lot for the following categories: (1) Public Park acreage (maximum slope 3 percent or less), ; (2) Public Park Acreage Equivalency (which shall be based upon estimated Public Park Improvement Values derived from Total Project Cost Estimates required at the time of map clearance and the Parkland Dedication Ordinance/Quimby Ordinance in effect at the time the map is submitted); (3) Private Park acreage, including pocket parks; (4) Greenway and County multi-use (hiking, equestrian, and mountain biking) trail acreage; (5) Community Recreation Facility acreage; and (6) Private Recreation Facility acreage. **Note:* Independent of this measure, an additional 96 acres of designated park space (increasing identified parkland to 6 acres per 1,000 persons) has been voluntarily agreed to by the Project applicant as a component of the Development Agreement. *See* Item 7.1 (entitled "Commitment to Provide Additional Regional Park Land") in Exhibit G of the Development Agreement.	Provide public and private recreation amenities that equate to the acreage requirements of the County of Los Angeles General Plan local parkland standard	Prior to approval of Tentative or Final Maps	Project Applicant/ Developer	County Department of Parks and Recreation
5.15	**Education**	**MM 15-1** The Project Applicant/Developer shall designate one K-5 and five K–8 school sites in the Project area in accordance with the conceptual land use plan or alternate location(s) that shall be agreed upon by the authorized school districts.	Designate one K-5 and five K–8 school sites within the Project area	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning and School Districts

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5.15	**Education**	**MM 15-2** The Project Applicant/Developer shall demonstrate to the County that they have an executed agreement with all school districts that operate within the boundaries of the Project site. The Transportation Management Association shall coordinate with local schools and school districts to establish and maintain a Safe Routes to School program to facilitate students walking and biking to schools.	Comply with all executed Agreements with all school districts	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning and School Districts
5.15	**Education**	**MM 15-3** The Project Applicant/Developer shall designate one high school site in the Project area in accordance with the conceptual land use plan or alternate location(s) that shall be agreed upon by the authorized school district.	Designate one high school site within the Project area in accordance with the conceptual land use plan or alternate location(s)	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning and School Districts
5.16	**Fire and Law Enforcement Services**	**MM 16-1** At buildout, the Los Angeles County Fire Department (LACFD) fire stations shall be located such that response times to the Project site shall be 5 minutes or less for fire service responses and 8 minutes or less for the advanced life support (paramedic) unit responses within the Project site.	Locate fire stations to provide adequate response times	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Fire Department
5.16	**Fire and Law Enforcement Services**	**MM 16-2** The Project Applicant/Developer shall pay developer fees in effect at the time of construction permit approval, in accordance with the LACFD Developer Fee Program until such time the Project Applicant/Developer has conveyed an approved, operational fire station to the LACFD. As an alternative to fee payment, the Developer Fee Program allows the LACFD and the Project Applicant/Developer to agree on a program whereby the Project Applicant/Developer would provide land and would construct and equip the fire stations required for the Project in exchange for a credit towards the Project's fee payments.	Pay developer fees and/or Construct and equip fire station(s)	Prior to issuance of applicable construction permits, in accordance with the LACFD Developer Fee Program	Project Applicant/ Developer	Los Angeles County Fire Department

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5.16	**Fire and Law Enforcement Services**	**MM 16-3** The Project Applicant/Developer shall provide land, convey title, and shall construct and equip, to the specifications and requirements of the LACFD, for up to four new Fire Stations to the LACFD. The approved final plans and specifications for the Project shall identify locations of the fire stations. The LACFD shall have final approval over the fire station site locations. The timing for the construction of the on-site fire stations shall be established by the LACFD dependent upon the phasing of development, with the first on-site fire station operational no later than the time the 1,000th dwelling unit is built on site.	Provide land, convey title, and construct and equip of up to four new fire stations	Prior to approval of plans and specifications for Final Maps that identify fire station locations	Project Applicant/ Developer	Los Angeles County Fire Department
5.16	**Fire and Law Enforcement Services**	**MM 16-4** The Project Applicant/Developer shall pay Law Enforcement Facilities Mitigation Fee (LEFMF) to the Los Angeles County Sheriff's Department (LASD) pursuant to the requirements established in County Ordinance No. 2008-0033. The amount of fees to be paid will be determined based on the established fee in Section 22.74.030 of the County Code. The Project incorporates a temporary "store front" sub-station, followed by construction of a permanent LASD Station included on the Project site, in lieu of a portion of the LEFMF, as allowed under Section 22.74.090 (Consideration in Lieu of Fee) of the County Code. Costs associated with the construction of the temporary "store front" sub-station and permanent LASD Station would be credited against the LEFMF. Prior to completion of the permanent LASD Station, the "store front" sub-station may be located on site in Village 1 on the north side of the SR-138. This temporary sub-station shall be properly outfitted in accordance with applicable occupancy requirements of the LASD for such "store front" facilities and shall be operational prior to the approval of the first certificate of occupancy for the first phase of Project development. The Centennial Land Use Plan identifies a conceptual location for one LASD Station in the Business Park area on the Project site north of the SR-138. The permanent LASD Station shall be	Pay Law Enforcement Facilities Mitigation Fee and/or	Prior to approval of the first construction permit	Project Applicant/ Developer	Los Angeles County Sheriff's Department
			Incorporate a temporary "store front" sub-station and	Prior to first certificate of occupancy	Project Applicant/ Developer	Los Angeles County Sheriff's Department
			Construct a LASD Station in the Business Park area on the Project site north of the SR-138	Immediately following completion of the first development phase	Project Applicant/ Developer	Los Angeles County Sheriff's Department

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		constructed immediately following completion of the first phase of development. The LASD shall have final approval over the temporary sub-station and permanent LASD Station site locations.				
5.17	**Other Public Services**	**MM 17-1** The *Los Angeles County Code* (Chapter 22.72 of Title 22) ("Library Ordinance") imposes a Library Facilities Mitigation Fee on new residential development projects in the unincorporated areas of the County of Los Angeles served by the County Library (the "Library Facilities Mitigation Fee"). The Library Facilities Mitigation Fee that is in effect for the designated County Library planning area is charged upon approval of each residential building permit and is based on the estimated reasonable cost of providing the projected library facility needs in the applicable library planning area. The Project is located within Planning Area 2: Antelope Valley and, as of the date of this EIR, the Library Facilities Mitigation Fee is $844.00 per residential building permit (based upon the County Library's mitigation fee per building permit amount established on October 27, 1998, and last updated on July 1, 2015). The Project provides for the development of a maximum of 19,333 residential dwelling units. Based on the current fee, the total Library Facilities Mitigation Fee that would be due from the Project Applicant/Developer (or its successors in interest) is $16,317,052. Consistent with the Library Ordinance, the amount of the Library Facilities Mitigation Fee that shall apply to the Project shall be the fee payable on the date the County issues each building permit for a residential dwelling unit. The amount of the Library Facilities Mitigation Fee may be increased from time to time pursuant to Section 22.72.040 of the County Code and State law; provided, however, the Library Facilities Mitigation Fee applicable to residential dwellings within the Project shall be no more than the amount of the Library Facilities Mitigation Fee applicable to residential dwellings outside of the Project but within Planning Area 2. The aggregate Library Facilities Mitigation Fees payable for all of the residential dwelling units within the Project for which building permits have been	Pay the Library Facilities Mitigation Fee and/or	Upon approval of each residential building permit for Tentative Maps and/or	Project Applicant/ Developer	County Public Library
			Design and construct a new library facility	In accordance with the timing set forth for MM 17-5	Project Applicant/ Developer	County Public Library

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		issued shall be referred to herein as the "Project-Wide Fee Total." The ordinance allows that in lieu of the payment of Library Facilities Mitigation Fees, the Project Applicant/Developer shall fulfill the obligations required by the mitigation measures in this EIR, to satisfy the requirements of the Library Ordinance.				
5.17	**Other Public Services**	**MM 17-2** Section 22.72.090 of the Library Ordinance permits the County Librarian to accept substitute consideration in lieu of the Library Facilities Mitigation Fee if the proposed substitute consideration (such as land, facility construction, and/or materials) (i) has a value that is equal to or greater than the applicable Library Facilities Mitigation Fee that is otherwise due; (ii) is in the form acceptable to the County Librarian; and (iii) is within the scope of the applicable library facilities project. Because the Library Facilities Mitigation Fee only allows for an incremental accumulation of funds for future library facilities as building permits are issued and fees are collected pursuant to Section 22.72.060 of the County of Los Angeles Code, the County Library will implement a strategy that will better serve the residents of Centennial by ensuring that the timing and scope of public library facilities will meet the demands of the community. Centennial desires to cooperate with the County Library in meeting its goals and also seeks certainty with respect to the amount and timing of the Project's financial commitment to the County Library. Therefore, the parties' objectives will be satisfied if, in lieu of the Project Applicant/Developer's payment of Library Facilities Mitigation Fees at the time residential building permits are pulled in accordance with Section 22.72.060 of the County Code, the Project Applicant/Developer will instead set aside the land and contribute the funds required to build and equip a turnkey Permanent Facility, all in accordance with the terms and conditions of the Development Agreement. As discussed in MM 17-1, the Project Applicant/Developer's provision of such land and funding will, in accordance with the required mitigation measures, be credited against Library Facilities Mitigation Fees that would otherwise be due.	Set aside the land and contribute funds to build and equip a permanent library facility	Prior to issuance of applicable construction permits for Tentative Maps	Project Applicant/ Developer	County Public Library

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5.17	**Other Public Services**	**MM 17-3** The Project Applicant/Developer shall dedicate to the County Library one (1) site of up to 2.62 acres within Village 3 of the Project (the "Dedicated Land") for public library purposes or other location for the permanent facility mutually agreed upon by the County Librarian and the Project Applicant/Developer. The Project Applicant/Developer shall receive a credit against unpaid Library Facilities Mitigation Fees in an amount equal to the fair market value of all Dedicated Land as of the date of the dedication to the County of Los Angeles for County Library purposes. The Dedicated Land shall be conveyed to the County concurrently with the filing and recordation of the final map within which the Dedicated Land is located. If the County Library desires to increase the size of the Dedicated Land, it shall make such request of the Project Applicant/Developer no later than the date that the County approves the tentative map for the proposed subdivision in which the Dedicated Land is located. The Project Applicant/Developer agrees to increase the size of the Dedicated Land upon the County's request provided: (i) the County cooperates with the Project Applicant/Developer in any related land use boundary changes, transfers or conversions necessary to accommodate the larger library site, subject to the requirements of CEQA and (ii) the County either pays the fair market value for such land with either (A) U.S. funds or (B) a dollar-for-dollar credit against unpaid Library Facilities Mitigation Fees, so long as the Project-Wide Fee Total has not already been offset pursuant to MM 17-4 through MM 17-7. If the Dedicated Land is not used for a County Library within ten (10) years of the land's conveyance, or if the Dedicated Land is not fully used for a library or another use by the County that is mutually approved by the County and Project Applicant/Developer, then the Dedicated Land (or portion thereof) will revert back to the Project Applicant/Developer.	Dedicate to the County Library 2.62 acres within Village 3 of the Project	Concurrent with the recordation of the Final Map with the library facility	Project Applicant/ Developer	County Public Library

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5.17	**Other Public Services**	**MM 17-4** The Project Applicant/Developer shall provide plans and specifications with a one or two-story, turn-key public library building (the "Permanent Facility") on the Dedicated Lands. The Permanent Facility may be constructed in phases. The size and scope of the Permanent Facility will be determined by the County Librarian in consultation with the Project Applicant/Developer provided, however, that the Project Applicant/Developer's maximum financial contribution shall not exceed the Project-Wide Fee Total, less any offsets pursuant to Mitigation Measures 17-4, 17-6, and 17-7 in this EIR. The sizing, design and programming of the Permanent Facility, including the influence of technology on library services, will be agreed upon by representatives from County Library and the Project Applicant/Developer. A report shall be prepared in connection with the preparation of the architectural design parameters that will solicit input from the community with respect to the types of library services desired at the Permanent Library Facility. The consultant's report shall be paid for by the Project Applicant/Developer and the Project Applicant/Developer shall receive a credit against the Project-Wide Fee Total for the Project Applicant/Developer's payment of such costs. The Permanent Facility and Permanent Library furniture, fixture, and equipment (FF&E, as defined below) will be substantially similar in quality and materials to the Quartz Hill branch of the County Library on November 2016. The design of the Permanent Library will be performed by an architect mutually selected by the Project Applicant/Developer and the County Librarian. The Permanent Facility must comply with all requirements of the County Library's Low Voltage Specifications in effect on the date the design contract for the Permanent Facility is fully executed. The County Library shall be responsible for all costs of design and construction of the Permanent Library in excess of the Project Applicant/Developer's Library Facilities Mitigation Fee obligations hereunder. If, after application of the fee credits against Library Facilities Mitigation Fees to which the Project Applicant/Developer is entitled, there is insufficient funds to	Submit a report that solicits input from the community on the types of library services desired	Prior to issuance of applicable construction permits for the Tentative Map with the library facility	Independent Library Consultant and Project Applicant/ Developer	County Public Library
			Design the library facility to be constructed in phases as negotiated, that is appropriately sized for the Project's population	Prior to approval of Final Map with the library facility	Independent Library Consultant and Project Applicant/ Developer	County Public Library
			Construct the library facility on the Dedicated Lands, with costs offset by the Project's Library Facilities Mitigation Fee obligations	During construction of library facility	Independent Library Consultant and Project Applicant/ Developer	County Public Library

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		construct the Permanent Facility and purchase the Permanent Library FF&E, the Project Applicant/Developer shall not be required to fund construction of the Permanent Facility until additional and sufficient funds are authorized by the County to construct the Permanent Facility and to procure the Permanent Library FF&E. The Permanent Facility will be completed and operational on a date agreed to between the County Librarian and the Project Applicant, subject to force majeure and events within the control of the County (such as, for example, the County's failure to pay any funding shortfalls if credits against the Project-Wide Fee Total are exhausted). The size of the Permanent Facility will be proportionately reduced in size and materials if the County approves less than the 19,333 residential units proposed for the Centennial Project.				
5.17	**Other Public Services**	**MM 17-5** The Project Applicant/Developer agrees to install furniture, fixtures and equipment ("Permanent Library FF&E") and purchase library materials in connection with the Permanent Facility, provided that the Project Applicant/Developer's financial contribution toward the cost of the Permanent Library FF&E and library materials shall not exceed the Project-Wide Fee Total when taken together with all other Project Applicant/Developer expenses then credited against the Project-Wide Fee Total. The County Library shall be responsible for all costs of Permanent Library FF&E and library materials in excess of the Project-Wide Fee Total. The Permanent Library FF&E specifications will be provided by the County Library. Any FF&E purchased shall remain the property of the County Library.	Purchase and install "Permanent Library FF&E" and library materials in connection with the Permanent Facility	During construction of library facility	Project Applicant/ Developer	County Public Library
5.17	**Other Public Services**	**MM 17-6** The Project Applicant/Developer shall provide plans and specifications that demonstrate on-site parking for library patrons at a ratio of 4 parking spaces per 1,000 gross square feet of library space. The parking lot shall also include two spaces adjacent to the staff entrance of the library for County library service vehicles. Parking may be shared with adjacent uses with the consent of the County Library.	Provide plans and specifications for on-site parking for library patrons	Prior to approval of Final Map with library facility	Project Applicant/ Developer	County Public Library

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5.17	**Other Public Services**	**MM 17-7** If the Project Applicant/Developer has satisfied its obligations in Mitigation Measures 17-1 through 17-6, above, and the Project Applicant/Developer continues to pull building permits within the Project, then the Project Applicant/Developer (or its successors in interest) shall pay any Library Facilities Mitigation Fees still owing as construction permits are issued, which shall be expended by the County Library for the benefit of the Permanent Facility on library materials, FF&E, facility enhancements or library programs as determined by the County Librarian.	Pay required Library Facilities Mitigation Fees	Upon issuance of applicable construction permits for Tentative Maps with residential land uses, after MM 17-1 through MM 17-6 has been satisfied	Project Applicant/ Developer	County Public Library
5.17	**Other Public Services**	**MM 17-8** No later than December 1 and July 1 of each calendar year, the Project Applicant/Developer shall deliver to the County Library a report in writing providing the number of residential building permits actually issued to date. Within 30 days from the date the report is received, the County Library will deliver, or cause to deliver, to the Project Applicant/Developer a report on the revised Project-Wide Fee Total.	Prepare report providing the number of residential building permits issued to date for Review	By December 1 and July 1 of each calendar year	Project Applicant/ Developer	County Public Library
5.17	**Other Public Services**	**MM 17-9** The Project Applicant/Developer shall be responsible for implementing the following construction waste reduction requirements to ensure that 100 percent of soil is diverted during grading activities, and that at least 75 percent of nonhazardous construction and demolition waste is diverted from landfill disposal. During all construction phases, wastes would be managed with the use of recycling bins for various debris materials which would be sent to existing recycling and/or processing facilities in accordance with all provisions of the County Construction and Demolition Debris Ordinance. This would include submitting and implementing a Recycling and Reuse Plan to Public Works in connection with obtaining a building or grading permit.	Provide copy of waste management contract for review and approval	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Public Works
			Maintain a log book documenting the percent diversion of construction waste	During construction of all development phases	Project Applicant/ Developer	County Department of Public Works

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5.17	**Other Public Services**	**MM 17-10** The Project shall incorporate the Solid Waste Management Plan (Section 3.7 of the Centennial Specific Plan) and the Property Owner/Developer shall be responsible for implementation of the following operational waste reduction requirements to ensure that at least 75 percent of operational waste is diverted from landfill disposal, which shall be posted on the community intranet, and shall be clearly described and distributed to home buyers through their home purchase contracts and CC&Rs: • The Property Owner/Developer shall process an on-site contract with a waste management company and/or recyclers/composters, and/or self-haul to waste and recycling facilities to properly recycle, divert, compost, and dispose of solid waste generated on-site. Throughout the Project's operation, the waste hauler shall be required by contract to maintain records showing the diversion of not less than 75 percent of the operational waste generated by the Project.	Verification of compliance with Specific Plan requirements	Prior to approval of Tentative Maps	Project Applicant/ Developer and Homeowners Association	County Department of Public Works
		• The waste management contract will establish dedicated cans for green waste and a Green Waste Recycling Plan that must be adhered to by landscape maintenance companies as part of the CC&Rs. The CC&Rs will require the use of mulching mowers or mowers with mulching blades for common lawn area, use of California Air Resources Board- (CARB) approved or electric maintenance equipment; placing three to five inches of mulch in common areas' planting beds each year as part of the Landscape Maintenance Plan for all non-residential and multi-family buildings; and diverting organic wastes to a mulching and composting facility or anaerobic digestion facility.	Verification of compliance with Specific Plan requirements	Prior to approval of Tentative Maps	Project Applicant/ Developer and Homeowners Association	County Department of Public Works
		• The CC&Rs will require the Property Owner to recycle and divert from the waste bin, solids such as metal, glass, paper, plastic, cardboard, food and yard waste; and divert from the waste bin hazardous waste,	Verification of compliance with Specific Plan requirements	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works

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		electronic waste, and universal waste. Information on items prohibited from landfill disposal and on recycling and composting will be provided to Property Owners.			and Homeowners Association	
		• Household hazardous wastes and less commonly disposed materials (such as electronics and appliances) shall have seasonal pickup (at least two times a year) and residents would be notified of upcoming events.	Verification of compliance with Specific Plan requirements	Report of seasonal pick up at least two times a year	Project Applicant/ Developer and Homeowners Association	County Department of Public Works
		• Semi-annual "exchange days" shall be organized, publicized, and paid for by the Master Homeowners Association (HOA).	Verification of compliance with Specific Plan requirements	Report of exchange days at least two times a year	Project Applicant/ Developer and Homeowners Association	County Department of Public Works
		• The Project Applicant/Master Developer shall set aside a minimum of 5 acres for a future Materials Recovery Facility/Transfer Station (MRF/TS) that includes a household hazardous waste permanent collection and reuse center and allows for mulching/composting operations. The site shall be located in a suitable location with the capacity to manage the nonhazardous solid waste and household hazardous waste generated by the Centennial Development Project at buildout. The Project Applicant/Master Developer shall prepare and grade the site, and install basic mainline infrastructure fronting the property prior to the issuance of any occupancy permits associated with the first phase of project implementation. The Master Developer shall continually encourage a waste management company to build these facilities on this build ready site. The	Verification of compliance with Specific Plan requirements for an MRF/TS site on the Tentative Map	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works
			Application for grading permit for the MRF/TS site and CUP and other necessary building permits for the construction of an MRF/TS	Prior to the issuance of any occupancy permits associated with the first phase of project implementation	Project Applicant/ Developer	County Department of Public Works

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		CC&R for the future MRF/TS site shall require the land to be set aside for the MRF/TS in perpetuity.				
		• The Smart Gardening Learning Center specifications will be provided by County Public Works.	Contact County Public Works for specifications of a Smart Gardening Learning Center	Prior to approval of Tentative Maps	Project Applicant/ Developer and Homeowners Association	County Department of Public Works
		• Parking for the Learning Center and the MRF/TS may be shared with adjacent uses with the consent of the property owners and County Public Works.	Submit draft Construction Agreement for the Smart Gardening Learning Center and MRF/TS with adjacent uses	Prior to approval of Tentative Maps	Project Applicant/ Developer and Homeowners Association	County Department of Public Works
5.18	**Water Resources**	**MM 18-1** In addition to complying with the water efficiency and conservation set forth in Divisions 4.3 and 5.3 of the California Green Building Standards (CALGreen) Code or the County Green Building Standards Code, whichever are more stringent, the Project Applicant/Developer shall implement the measures listed below. **Meter Water Use.** Install, maintain, and monitor all non-construction potable and non-potable water use using appropriate metering equipment throughout the site. **Reduce Potable Water Use with On-Site Recycled Water.** Install, maintain, and operate on-site wastewater treatment and conveyance facilities that provide recycled water treated to California Title 22 unrestricted reuse standards from on-site wastewater. Recycled water shall be used to meet (i) 100 percent of commercial, business park, institutional, school, hotel, park, and slope irrigation demand and (ii) outdoor	Implement water resources measures during design, construction and operation	Prior to issuance of applicable construction permits for Tentative Maps and During construction for each development phase and During future operations	Project Applicant/ Developer	County Department of Public Works

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		irrigation demand in 50 percent of the total very low and low density residential lot landscaped area. **Water Efficient Appliances**. Require installation of water-efficient major appliances (washers, dryers, dishwashers) in compliance with the California Appliance Efficiency Regulations, Energy Star®, or other applicable standards. **Water Efficient Irrigation**. Require the installation of irrigation equipment with a minimum 0.80 irrigation efficiency for all public and private park, recreation and entertainment land use, arterial roadway, and slope irrigation uses. Water Smart/Evapotranspiration-based controllers shall be used. Low water use plants and shrubs shall be used in all irrigated slope areas with an average plant factor of 0.2, as defined in the State Model Water Efficient Landscape Ordinance. **Water Budget Based Water Rates**. Require that the Project Water Purveyor implement water budget based rates in compliance with all applicable legal requirements and in a manner consistent with the use of such rates by other water districts in California (e.g., Irvine Ranch Water District). The water budget based rates shall incorporate and be designed to ensure that Project potable water use meets or exceeds the following standards and adjusted as may be required to meet more stringent standards that may be adopted by the State or Los Angeles County: 1. Indoor Water Use Standards (a) Residential indoor water use – 55 gallons per capita per day (b) Commercial indoor water use – 200 gallons per day per thousand square feet (c) Business Park indoor water use – 65 gallons per day per thousand square feet, including recycled water for commercial wastewater and cooling use except				

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		where prohibited by applicable law for particular types of areas or uses (e.g., employee cafeterias) (d) Institutional indoor water use – 50 gallons per day per thousand square feet (e) Hotel indoor water use – 125 gallons per day per room. 2. Outdoor Water Use Standards (a) Residential outdoor water use – 55 percent of the reference evapotranspiration rate for the Project site (b) Commercial, industrial, and institutional outdoor use – 45 percent of the reference evapotranspiration rate for the Project site 3. Water meters shall be required to measure potable water use and may be required to measure recycled water usage at commercial, recreational, and institutional uses; and to monitor single family home lots via sample home survey selection criteria.				

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5.18	**Water Resources**	**MM 18-2** The Project Applicant/Developer shall submit to the County Water Use Reports prepared by a qualified specialist to the satisfaction of the County to verify that projected water use efficiencies are being achieved (1) at the end of the 5th year following first occupancy or occupancy of the 4,000th dwelling unit, whichever occurs later and (2) at the end of the 10th year following first occupancy or occupancy of the 10,000th dwelling unit, whichever occurs later. In the event that a Water Use Report indicates that consumption exceeds projected levels, response measures must be implemented to ensure that available supplies will be sufficient to meet future demand. No further development will be approved until additional measures are implemented to achieve the required efficiencies and/or provide additional water supplies, as confirmed by the Project Water Purveyor. No subsequent Tentative Maps shall be approved until the Project Water Purveyor has demonstrated to the satisfaction of the County that the implementation of specific water demand and supply response measures will ensure that available supplies will meet future Project demand.	Prepare Water Use Reports for review and approval	At the end of the 5th year following first occupancy or occupancy of the 4,000th dwelling unit and At the end of the 10th year following first occupancy or occupancy of the 10,000th dwelling unit, whichever occurs later	Project Applicant/ Developer and Project Water Purveyor	County Department of Public Works
5.19	**Wastewater Collection**	**MM 19-1** The Project Applicant/Developer shall provide documentation to the County that it has completed all required procedures and has paid all applicable fees associated with establishing the Project Water Purveyor, or an alternate qualified public utility district, as the operator of the WRFs.	Provide documentation for establishment of the Project Water Purveyor, or an alternate qualified public utility district, as the operator of the WRFs, and verification of operating procedures and policies	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works

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5.19	**Wastewater Collection**	**MM 19-2** The Project Applicant/Developer shall demonstrate that the Project has either been annexed into an existing qualified public utility district (e.g. Golden Valley Municipal Water District) or that a new public utility district (e.g. Project Water Purveyor) has been created to serve the Project. The Project Water Purveyor or alternate qualified public utility district shall be responsible for the design, construction, and operation of the wastewater facilities, and shall ensure compliance with all applicable standards and regulations, including all Lahontan RWQCB and Title 22 requirements of the California Code of Regulations. Wastewater treatment facilities, effluent facilities, and sewer lift stations shall be designed with emergency backup power sources and spill containment features, which shall be provided to the satisfaction of the Lahontan RWQCB.	Provide proof of Project annexation or that a new Project Water Purveyor has been created accompanied by a statement that indicates the District/Water Purveyor will be responsible for the design construction, and operation of the wastewater facilities.	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works
5.19	**Wastewater Collection**	**MM 19-3** The Project shall incorporate the Wastewater Management Plan (*Centennial Specific Plan*, Section 3.5), and the Project Applicant/Developer shall prepare a Facilities Report, a Pump Station Feasibility Report, and a Sewer Area Study consistent with County Policies and Requirements.	Verification of compliance with Specific Plan requirements for the Wastewater Management Plan on the Tentative Maps	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works
5.19	**Wastewater Collection**	**MM 19-4** The Project Applicant/Developer shall provide the County with plans and specifications that have been prepared in accordance with the Project Water Purveyor or alternate qualified public utility district requirements and standards that demonstrate that the WRF West shall serve the Project site west of the West Branch of the California Aqueduct. The facility shall be located on an approximate 3-acre site and shall treat an average flow of approximately 0.34 million gallon per day. Biosolids shall be hauled to a suitable landfill or used for conversion into fertilizer products.	Design and submit plans and gain approval for the WRF West to serve the Project site west of the West Branch of the California Aqueduct	Prior to approval of Final Map that includes WRF West	Project Applicant/ Developer	County Department of Public Works

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5.19	**Wastewater Collection**	**MM 19-5** The Project Applicant/Developer shall provide the County with plans and specifications that have been prepared in accordance with the Project Water Purveyor or alternate qualified public utility district requirements and standards that demonstrate that the WRF East shall serve the Project site east of the West Branch of the California Aqueduct. WRF East will be located near the northeasterly corner of the Project and shall treat an average flow of 4.28 million gallons per day. Biosolids shall be hauled to a suitable landfill or used for conversion into fertilizer products. Lined seasonal recycled water storage ponds shall be implemented as required to temporarily store recycled water during times of low demand. The ponds shall implement feasible and applicable wastewater treatment facility best management practices for mosquito and health vector recommended in the California Department of Public Health's 2012 *Best Management Practices for Mosquito Control in California: Recommendations of the California Department of Public Health and the Mosquito and Vector Control Association of California.*	Design and submit plans and gain approval for the WRF East to serve the Project site east of the West Branch of the California Aqueduct	Prior to approval of Final Map that includes WRF East	Project Applicant/ Developer	County Department of Public Works
5.19	**Wastewater Collection**	**MM 19-6** Recycled water from Project Wastewater Reclamation Facilities that is used in a manner that could accidentally recharge groundwater shall meet the groundwater quality objectives in the Lahontan Basin Plan for nitrate as nitrogen, or 10 milligrams per liter based on the California state drinking water standard as referenced in the Lahontan Basin Plan for groundwater quality objectives of 45 milligrams per liter of nitrate as nitrate.	Verification of compliance with Specific Plan requirements for the Wastewater Management Plan on the Tentative Maps	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Public Works

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5.19	**Wastewater Collection**	**MM 19-7** The Project Applicant/Developer shall provide an evaluation of alternate disinfection measures, including the use of ultraviolet disinfection, for water treatment at the eastern wastewater reclamation facility (WRF East) and the western wastewater reclamation facility (WRF West), and provide a recommendation regarding the most efficient and effective means of disinfection to the Lahontan Regional Water Quality Control Board (Lahontan RWQCB) for review. The WRF East and WRF West shall be designed to the satisfaction of the Lahontan RWQCB, with appropriate disinfection measures to ensure that any incidental recharge from the use of recycled water will not adversely affect receiving groundwater.	Provide evaluation of alternate disinfection methods to Lahontan RWQCB and incorporate approved disinfection methods into design of WRF East and WRF West	Prior to approval of Tentative Maps with WRF East and WRF West	Project Applicant/ Developer	County Department of Public Works And Lahontan RWQCB
5.20	**Dry Utilities**	**MM 20.2-1** The Project Applicant/Developer shall coordinate with Southern California Edison (SCE) to ensure that there are no prolonged disruptions to the existing transmission lines that extend through the Project study area and to coordinate in the design and implementation of future electrical service and facilities (e.g., transmission lines, access road) in the Project study area. This will ensure that: (1) no prolonged service disruptions during the extension and upgrading of these services would arise; (2) the nature, design, and timing of electrical system improvements are in accordance with all SCE requirements; and (3) the improvements are adequate to serve the proposed land uses and are available for the first occupied land uses.	Coordinate with SCE in the design and implementation of future electrical service and facilities	Prior to recordation of each Final Map	Project Applicant/ Developer	County Department of Public Works and Southern California Edison
5.20	**Dry Utilities**	**MM 20.2-2** The Project Applicant/Developer shall provide the County with plans and specifications that demonstrate a future substation shall be constructed in the eastern half of the Project site to serve Project development in the easterly portion of the Project site. To provide adequate capacity for electrical services for the Project, SCE would select one or both of the following two options to implement: (1) reconfigure the Bailey Substation or (2) upgrade the Gorman Substation and retrofit the existing overhead power	Coordinate with SCE to determine the location of the substation	Prior to recordation of the Final Map that require service from the new substation	Project Applicant/ Developer	County of Department of Public Works and Southern California Edison

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		lines. An electrical infrastructure shall be constructed as part of the main utility corridors for dry utilities. The timing of construction, as well as specific facility location and sizing, shall be coordinated with SCE.	Construct electrical generation and distribution system improvements	During construction activities	Project Applicant/ Developer	County of Department of Public Works and Southern California Edison
5.20	**Dry Utilities**	**MM 20.3-1** The Project Applicant/Developer shall coordinate with the Southern California Gas Company (SoCalGas) in the design and implementation of future natural gas service and facilities in the Project study area to ensure that (1) no prolonged service disruptions during the extension and upgrade of these services would arise; (2) the nature, design, and timing of natural gas system improvements are in accordance with SoCalGas requirements; and (3) the improvements are adequate to serve the Project, to be in place for the first occupied land uses.	Coordinate with SoCalGas in the design and implementation of future natural gas service and facilities	Prior to recordation of each Final Map	Project Applicant/ Developer	County Department of Public Works and Southern California Gas Company
5.20	**Dry Utilities**	**MM 20.3-2** The Project Applicant/Developer shall install, bond for, or otherwise provide on-site natural gas facilities in coordination with SoCalGas.	Provide on-site natural gas facilities in coordination with SoCalGas	Prior to recordation of each Final Map	Project Applicant/ Developer	County Department of Public Works and Southern California Gas Company

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5.20	**Dry Utilities**	**MM 20.3-3** An additional regulator station shall be constructed by SoCalGas to loop the distribution system for increased reliability. The timing for development of this station shall be determined by SoCalGas through an assessment of the system's operational needs. The timing for construction of this facility, as well as the specific location and sizing, shall be coordinated with SoCalGas.	Construct additional regulator station by SoCalGas	Prior to approval of Final Map with regulator station	Project Applicant/ Developer	County of Los Angeles Department of Public Works and Southern California Gas Company
5.20	**Dry Utilities**	**MM 20.4-1** The Project Applicant/Developer shall coordinate with AT&T in the design and implementation of future telecommunications service and facilities within the Project study area to ensure that: (1) no prolonged service disruptions during the extension and upgrading of these services would arise; (2) the nature, design, and timing of telecommunications system improvements are in accordance with AT&T requirements; and (3) the improvements are adequate to serve the proposed land uses.	Coordinate with AT&T in the design and implementation of future telecommunications service and facilities	Prior to recordation of each Final Map	Project Applicant/ Developer	County Department of Public Works and AT&T
5.20	**Dry Utilities**	**MM 20.5-1** The Project Applicant/Developer shall coordinate with the Cable Television Service Provider in the design and implementation of future communication service and facilities within the Project study area to ensure that (1) no prolonged service disruptions during the extension and upgrading of these services would arise; (2) the nature, design, and timing of cable system improvements are in accordance with the Cable Service Provider's requirements; and (3) the improvements are adequate to serve the proposed land uses. The cable service connections shall be available at the property lines.	Coordinate with telecommunications provider(s) in the design and implementation of future communication service and facilities	Prior to recordation of each Final Map	Project Applicant/ Developer	County of Los Angeles Department of Public Works and Tele-communication Provider

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5.21	**Climate Change**	**MM 21-1** The Project Applicant/Developer shall provide the County with plans and specifications that demonstrate 50 percent of the Project's anticipated electrical energy demand at buildout shall be satisfied from on-site renewable energy generation. "Anticipated electrical energy demand" shall be determined on the basis of the anticipated loads for each building as shown in the reports submitted at the time of building permit application pursuant to the Building Energy Efficiency Standards of Title 24. "On-site renewable energy generation" includes, but is not limited to, solar, wind, geothermal, biofuel and hydroelectric systems. These systems shall be installed in connection with the development of one or more of the following: residential units, nonresidential buildings, public buildings, or Specific Plan utility facilities located either within the Specific Plan area or within its immediate vicinity.	Provide plans and specifications that demonstrate 20 percent of energy demand at buildout will be from on-site renewable energy generation	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County CEO Chief Sustainability Office and County Department of Regional Planning
			Submit annual progress reports for review and approval	Annually until buildout completion	Project Applicant/ Developer	County Department of Public Works
5.21	**Climate Change**	**MM 21-2** The Project's plans and specifications shall demonstrate compliance with California Green Building Standards (CALGreen) Code voluntary measure A4.203.1.2.1 Tier 1 for newly-constructed low-rise residential buildings. Therefore, the energy efficiency of these buildings would exceed 2016 Title 24 requirements by 15 percent. Low rise buildings are three stories or less. The Project shall incorporate the Green Development Program (*Centennial Specific Plan*, Appendix 2A), and the Project Applicant/Developer shall be responsible for the implementation of this requirement, which may include energy reduction measures such as use of high performance glazing, radiant heat roof barriers, insulation of all pipes, programmable thermostats, fluorescent and LED bulbs, solar access, sealed ducts, strategic placement of trees and other shading devices. All single-family homebuyers shall have the option to include a photovoltaic array system.	Provide plans and specifications demonstrating compliance with CALGreen voluntary measure A4.203.1.2.1 for low-rise residential buildings	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Public Works

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5.21	**Climate Change**	**MM 21-3** The Project's plans and specifications shall demonstrate compliance with CALGreen voluntary measure A5.203.1.2.1 Tier 1 for nonresidential buildings (e.g. hotel, high-rise residential), thereby exceeding the 2016 Title 24 energy efficiency requirements for these buildings by 10 percent. The Project shall incorporate the Green Development Program (Centennial Specific Plan, Appendix 2A), and the Project Applicant/Developer shall be responsible for the implementation of this requirement, which may include energy reduction measures such as high performance glazing, radiant heat roof barriers, high-efficient HVAC with hot-gas reheat, insulation of all pipes, programmable thermostats, fluorescent and LED bulbs, solar access, sealed ducts, zero use of CFC refrigerants in commercial buildings, strategic placement of trees, and other shading devices. Commercial structures shall include passive solar design techniques, such as a north-south panel orientation on buildings, and shall install operable windows designed to maximize natural ventilation by opening into prevailing west winds at inlets and away outlets, thereby reducing use of interior climate controls.	Provide plans and specifications demonstrating compliance with CALGreen voluntary measure A4.203.1.2.1 for non-residential buildings	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Public Works
5.21	**Climate Change**	**MM 21-4** The-Project Applicant/Developer shall require in contract specifications, that contractors limit construction equipment idling to 3 minutes and include a program to ensure that equipment operators comply with the 3-minute limit.	Limit construction equipment idling through contractor's specifications	Prior to issuance of applicable construction permits for Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning and Antelope Valley Air Quality Management District

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5.21	**Climate Change**	**MM 21-5** The Project Applicant/Developer shall provide plans and specifications to the County demonstrating that all public and community pools and spas shall be equipped with active solar heating systems where heating is necessary or desired. The Project Applicant/Developer shall provide the proposed plan for compliance with this provision prior to obtaining a permit for the pool.	Provide plans and specifications demonstrating that all community pools and spas would be equipped with active solar heating systems	Prior to approval of pool permit	Project Applicant/ Developer	County Department of Regional Planning
5.21	**Climate Change**	**MM 21-6** Deeds, CC&Rs or similar legal documents shall contain the following requirement: The owners of all single-family and multi-family residential units shall be required, upon resale, to present to the buyer a written energy audit checklist prepared by a qualified third party at the time the seller provides the buyer with the Real Estate Transfer Disclosure Statement required by California Civil Code, Section 1102 et seq. The energy audit checklist shall certify that all HVAC systems, thermostats, appliances, windows and swimming pools (if applicable) are the same as those originally installed or, if changed, otherwise comply with Centennial's Green Development Program. All residential pool covers shall be removable, and shall not be automatic retractable covers. The CC&Rs of the master homeowners association or other applicable association shall require compliance with the provisions of this measure and shall provide notice to individual owners of the resale energy audit checklist requirement. The master homeowners association or other applicable association shall monitor compliance and provide the County with an annual report of compliance with this measure.	Contain requirements in deeds, CC&Rs, or similar legal documents to provide an energy audit at the time of property sale and Provide Annual Report with compliance for review and approval	Upon resale	Project Applicant/ Developer and Homeowner's Association	County Department of Regional Planning

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5.21	**Climate Change**	**MM 21-7** Deeds, CC&Rs, or similar legal documents shall contain the following requirement: For nonresidential buildings, within ninety (90) days after the end of the first full calendar year following the issuance of the certificate of occupancy and within ninety (90) days after each five year period thereafter, the owner or tenant in possession thereof shall submit to the master commercial owners association or other applicable association a report prepared by the owner or a qualified, independent third party that evaluates whether all major building systems such as heat furnace, air conditioner, and other mechanical fixtures are working within the design standards established for each system. The master commercial owners association or other applicable association shall monitor compliance and provide the County with an annual report of compliance with this measure.	Contain requirements in deeds, CC&Rs, or similar legal documents to provide an audit of building systems	Within 90 days after end of first calendar year following issuance of occupancy permit	Project Applicant/ Developer and Homeowner's Association	County Department of Regional Planning
			Provide Annual Report with compliance for review and approval	Within 90 days of each five-year period	Project Applicant/ Developer and Homeowner's Association	County Department of Regional Planning
5.21	**Climate Change**	**MM 21-8** Energy efficient major appliances and HVAC systems that meet the more stringent of applicable California Energy Commission (CEC) requirements or ENERGY STAR requirements, or equivalent, shall be offered by residential builders. Major appliances subject to this requirement include dishwashers, clothes washers, refrigerators, and room air conditioners.	Require in contractors plans and specifications that only Energy Star®-compliant residential appliances are offered	Prior to issuance of construction permits	Project Applicant/ Developer	County Department of Public Works
5.21	**Climate Change**	**MM 21-9** The Project Applicant/Developer shall provide plans and specifications to the County that have been prepared in accordance with the Project Water Purveyor or alternate qualified public utility district requirements and standards, demonstrating that the Project's wastewater reclamation facilities (WRFs) shall capture and reuse biogas for energy production.	Provide plans and specifications demonstrating that biogas is captured for energy production	Prior to approval of Final Maps	Project Applicant/ Developer	County Department of Public Works

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5.21	**Climate Change**	**MM 21-10** The Project Applicant/Developer shall provide plans and specifications to the County demonstrating that nonresidential or multi-family buildings shall be constructed with recycled water infrastructure to serve common areas for these facilities, except where prohibited by law. To the extent recycled water is produced within the Project and available, recycled water shall be used for landscape irrigation within those common areas. Compliance with these measures shall be established prior to the of a construction permits for nonresidential and multi-family facilities and at the time of County approval of final landscaping plans submitted by the Project Applicant/Developer after final map recordation for homeowners association common areas. Covenants, conditions and restrictions (CC&Rs) shall require the owners of such common areas to maintain, repair and replace irrigation systems and plantings in accordance with County approved plans.	Provide plans and specifications demonstrating that recycled water infrastructure is incorporated	Prior to issuance of applicable construction permits and Upon approval of final landscaping plans for common areas	Project Applicant/ Developer and Homeowner's Association	County Department of Regional Planning and County Department of Public Works
5.21	**Climate Change**	**MM 21-11** The Project Applicant/Developer shall provide plans and specifications to the County demonstrating that nonresidential building shall be constructed with indoor plumbing fixtures and fixture fittings that would reduce the overall use of potable water within the building by 12 percent, consistent with 2016 CALGreen Tier 1 nonresidential voluntary measures as prescribed in Section A5.303.2.3.1 of the code.	Provide plans and specifications demonstrating that appropriate indoor plumbing fixtures and fixture fittings are incorporated	Prior to issuance of applicable construction	Project Applicant/ Developer	County Department of Public Works
5.21	**Climate Change**	**MM 21-12** The Project Applicant/Developer shall provide plans and specifications to the County demonstrating that single or multi-family residential buildings shall be constructed with kitchen faucets and appliances that comply with 2016 CALGreen code residential voluntary measures specified in Sections A4.303.1 and A4.303.3 of the code.	Provide plans and specifications demonstrating that kitchen faucets and appliances comply with CALGreen residential voluntary measures	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Public Works

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5.21	**Climate Change**	**MM 21-13** The outdoor residential (single-family and multi-family) water budget for water budget based ratemaking shall be based on having no more than 25 percent turf grass allowed in landscaped areas of single-family detached residential front yards and multi-family residential common areas.	Install no more than 25 percent turf in landscaped areas of single-family residential front yards and multi-family residential common areas	Prior to issuance of applicable construction permits	Project Applicant/ Developer	County Department of Regional Planning
5.21	**Climate Change**	**MM 21-14** Ten percent of all homes in Centennial communities that permit housing, with the exception of the lowest density area (Community 8-2) will be affordable, in conformance with the Affordable Housing Implementation Plan (see Appendix 3-H of the Centennial Specific Plan).* **Note:* Independent of this measure, the Project Applicant/Developer has voluntarily agreed to a higher affordability percentage than imposed by this measure as part of the Development Agreement. *See* Item 11 (entitled "Affordable Home Ownership and Rental Housing Program") in Exhibit G of the Development Agreement.	Provide affordable housing units in conformance with the Affordable Housing Implementation Plan	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning and Community Development Commission
5.21	**Climate Change**	**MM 21-15** The Project Applicant/Developer shall provide plans and specifications to the County demonstrating that one 208/240 VAC receptacle that may be used for charging electric vehicles, shall be installed in each detached and attached single-family residence in a manner consistent with 2016 CALGreen Code Voluntary Tier 1 Section A4.106.4.1. The installation shall comply with requirements of the 2016 CALGreen Code Section 4.106.4.1, or the most applicable code at the time of construction. The Project Applicant/Developer shall provide a further credit of $500 to 50 percent of future homeowners (as requested by homeowner) to pay for the type of charging device then in use for electric vehicles or, with County approval, to pay for other energy conservation uses. The availability of this EV incentive benefit shall be disclosed and promoted at the time of initial sale of single	Provide plans and specifications demonstrating that 208/240-volt outlets at each single-family residence are incorporated	Prior to finalizing the last building permit inspection and issuing the certificate of occupancy	Project Applicant/ Developer	County Department of Public Works

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		family homes and shall thereafter be promoted by the TMA on its website.				
5.21	**Climate Change**	**MM 21-16** The Project Applicant/Developer shall provide plans and specifications to the County demonstrating compliance with the Electric Vehicle Supply (EVS) charging station measures specified in MM 11-4. If and to the extent subsequently approved by the County, compliant with state laws, and resulting in no new significant impacts to the environment following County review and approval, EVS charging stations may be replaced by "alternative energy fueling stations" which may include other types of electric vehicle charging technology (e.g., operating at higher or lower voltages), or alternative vehicular fuel technology that results in zero or near zero (as defined by CARB) GHG emission such as hydrogen fuel cells, biofuels, or other qualifying fuel technologies. An electric charging station shall allow for simultaneous charging of two electric vehicles. • Business Park and Institutional land use designations shall provide a minimum of one alternative energy vehicle fueling station on site for the first 50,000 square feet of usable floor space and additional alternative energy vehicle fueling stations for each additional 50,000 square feet of usable floor space thereafter. • Multi-family residential buildings of at least seventeen (17) residential units shall provide a minimum of one alternative energy vehicle fueling station for the first seventeen (17) residential units and an additional alternative energy vehicle fueling station for each additional seventeen (17) residential units thereafter. • The Town Center and each Village Center shall provide a minimum of one alternative energy vehicle charging station. • Designated Transit Hubs shall provide a minimum of one alternative energy vehicle charging station.	Provide plans and specifications demonstrating that alternative energy vehicle fueling stations are incorporated	Prior to approval of applicable construction permits	Project Applicant/ Developer	County Department of Regional Planning and County Department of Public Works

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
5.21	**Climate Change**	**MM 21-17** The Project Applicant/Developer shall provide plans and specifications to the County demonstrating that the following features have been incorporated into the building designs for non-residential buildings: • Bicycle parking spaces at a rate of 5 percent of minimum required vehicle parking spaces for nonresidential land uses. • Preferential parking for low-emitting, fuel-efficient, and carpool/van vehicles shall be provided as specified in Section A5.106.5.1, Nonresidential Voluntary Measures, of the CALGreen Code.	Provide plans and specifications demonstrating that bicycle parking and preferential parking are incorporated	Prior to finalizing the last building permit inspection and issuing the certificate of occupancy	Project Applicant/ Developer	County Department of Regional Planning
5.21	**Climate Change**	**MM 21-18** The Project Applicant/Developer shall provide plans and specifications to the County demonstrating that the following features have been incorporated into the building designs or specifications for multi-family residential buildings: • Visitor parking shall include preferentially located parking spaces for electric vehicles. • Bicycle parking shall be provided as specified in Section A4.106.9, Residential Voluntary Measures, of the CALGreen Code or as required by County Code Section 22.52.1225B, whichever is more stringent.	Provide plans and specifications demonstrating that parking features are incorporated	Prior to the approval of construction permits	Project Applicant/ Developer	County Department of Regional Planning
5.21	**Climate Change**	**MM 21-19** For parking structures and parking lots with 20 or more parking spaces that serve uses other than residential or nonresidential buildings (e.g., trailhead, park), and parking structures and parking lots that serve multifamily residential buildings with 17 or more multifamily units, the Project Applicant/Developer shall provide plans and specifications to the County demonstrating that the following features have been incorporated into the parking facility: • The parking facility shall include a minimum of five percent preferentially located parking spaces for electric vehicles.	Provide plans and specifications demonstrating that dedicated parking spaces and electric vehicle charging stations have been incorporated	Prior to the approval of construction permits	Project Applicant/ Developer	County Department of Regional Planning

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		• Five percent of the total number of parking spaces provided in the parking facility, but in no case less than one, shall be Electric Vehicle Parking Spaces (EV Spaces), as defined in CALGreen Code Section 202, capable of supporting future Electric Vehicle Supply Equipment (EVSE), as defined in CALGreen Code Section 202 Calculations for the required number of EV Spaces shall be rounded up to the nearest whole number and the design and installation of each EV space shall be consistent with Section A4.106.8.2, Residential Voluntary Measures, and Section 4.106.4.2, of the CALGreen Code as follows: **Single charging space requirements**. When only a single EV Space is required, install a listed raceway capable of accommodating a dedicated branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall be securely fastened at the main service or subpanel and shall terminate in close proximity to the proposed location of the charging system into a listed cabinet, box or enclosure. **Multiple charging spaces required**. When multiple EV Spaces are required, plans shall include the location(s) and type of EVSE, raceway method(s), wiring schematics and electrical calculations to verify that the electrical system has sufficient capacity to charge simultaneously all the electrical vehicles at all designated EV Spaces at their full rated amperage. Plan design shall be based on Level 2 EVSE at its maximum operating ampacity. Only underground raceways and related underground equipment are required to be installed at the time of construction. • For residential parking facilities, bicycle parking shall be provided as specified in Section A4.106.9, Residential Voluntary Measures, of the CALGreen code				

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		or as required by County Code Section 22.52.1225B, whichever is more stringent.				
5.21	**Climate Change**	**MM 21-20** The Project Applicant/Developer shall ensure that the implementation of the Green Development Program that complies with all applicable legal requirements, including but not limited to the following regulations (as may be amended): 1) Regulations that are quantified inputs into the CalEEMod analysis, resulting in GHG Reductions: a) Pavley Motor Vehicle Standards (AB 1493) b) Low Carbon Fuel Standard (California Code of Regulations, Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, Section 95480 et seq.) c) Title 24 (part 6 [Energy Code] and part 11 [CALGreen Code]) of the California Code of Regulations d) Renewable Portfolio Standard (SB X1 2 and SB 350) e) Solid Waste Diversion (AB 341) f) Statewide reduction in potable urban water usage of 25 percent relative to water use in 2013 (Executive Order B-29-15) g) Model Water Efficient Landscape Ordinance (MWELO) (California Code of Regulations, Title 23, Division 2, Chapter 2.7) h) Los Angeles Tree Planting Ordinance (Los Angeles County Code, Title 22, Division 1, Chapter 22, Part 20, Sections 22.52.2100 et seq.) i) Los Angeles County Green Building Standards Code (Los Angeles County Code, Title 31, Chapter 1, Sections 100 et seq.)	Verification of compliance with Specific Plan requirements for the Green Development Program on the Tentative Maps	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		j) California Water Code (California Code of Regulations, Division 6, Part 2.10, Sections 10910–10915) k) Los Angeles County Community Climate Action Plan 2) Regulations that are not quantified inputs into the CalEEMod analysis, but should be considered for incorporation as appropriate: a) EPA and NHTSA GHG and CAFE standards for passenger cars, light-duty trucks, and medium-duty passenger vehicles (75 FR 25324–25728 and 77 FR 62624–63200) and for medium- and heavy-duty vehicles (76 FR 57106–57513) b) Cap-and-Trade Program for Electricity, Stationary Sources, and Fuels (California Code of Regulations, Title 17, Division 3, Chapter 1, Subchapter 10, Article 5, Section 95801 et seq.) c) Advanced Clean Cars Program (California Code of Regulations, Title 13, Division 3, Chapter 1, Articles 1, 2, 6 (parts); Chapter 2, Articles 1, 2.1, 2.3, 2.4 (parts); Chapter 4.4 (parts); Chapter 8 (parts). d) Under Inflated Vehicle Tires (California Code of Regulations, Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 8, Section 95550 et seq.) e) Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation (California Code of Regulations, Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 1, Section 95300 et seq.) f) Management of High Global Warming Potential Refrigerants for Stationary Sources (California Code of Regulations, Title 17, Division 3, Chapter 1,				

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#	Environmental Factor	Mitigation	Action Required	When Monitoring to Occur	Responsible Agency or Party	Monitoring Agency or Party
		Subchapter 10, Article 4, Subarticle 5.1, Section 95380 et seq.) g) Small Containers of Automotive Refrigerant (California Code of Regulations, Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 5, Section 95360 et seq.) h) High-Global Warming Potential Greenhouse Gases in Consumer Products (California Code of Regulations, Title 17, Division 3, Chapter 1, Subchapter 8.5, Article 2) i) CALGreen Code as Adopted by the Building Standards Commission (California Code of Regulations, Title 24, Part 11 Emergency Building Standard DSA-SS EF-02/15) j) Natural Gas Cooking Stoves and Fireplaces (SCAQMD Rule 445)				
5.21	**Climate Change**	**MM 21-21** The Project Applicant/Developer shall require contractors to use locally available and recycled building materials, provided such materials meet all applicable Building Code and other requirements, and are readily available and comparably priced to assure that such materials do not increase the cost and decrease the affordability of housing or community infrastructure.	Provide information on recycled and locally-sourced construction materials to contractors	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning
5.21	**Climate Change**	**MM 21-22** The Project parking lots shall be designed to reduce vehicle queuing and improve pedestrian safety. Parking lot access designs shall include self-enforcement features for reducing the speeds on driveways, such as speed bumps or curved driveways. The parking lots shall include clearly marked pedestrian pathways connecting building entrances to parking, sidewalk, and transit drop-off/pick-up locations.	Verification of compliance with Specific Plan requirements for the Mobility Plan on the Tentative Maps	Prior to approval of Tentative Maps	Project Applicant/ Developer	County Department of Regional Planning

ATTACHMENT A
STATIONARY SOURCE TYPES, SIZE LIMITS, AND QUANTITY ESTIMATES

Source Type	Description	Maximum Single Source Size/ Configuration[a]	Project-wide Representative Estimate[b]	Assumed Average Size of Single Source	Number of Sources[c]	Notes
Boiler	Includes general purpose heating for schools, hospitals, commercial buildings, light industrial uses. Does not include industries such as large-scale chemical or pharmaceutical manufacturing, large scale agricultural processing plants or breweries (i.e., heat-intensive processes).	58 mmbtu/hr per boiler	700 mmbtu/hr	25 mmbtu/hr	28	A 25 mmbtu/hr boiler is typical for a large hospital and is larger than approximately 70% of the boilers permitted in the SJVAPCD; Project-wide estimate is based on 28 boilers at average size.
Emergency Generator	Used for emergency back-up power at schools, hospitals, commercial buildings, light industrial uses, cell phone towers, etc.	1,000 hp per generator (Tier 4 Final engine)	12,800 hp	200 hp	64	Within the SJVAPCD, the median generator size is 200 hp, and 92% of permitted generators are smaller than 1000 hp (1999); Project-wide estimate is based on 64 generators of average size. A Tier 4 Final engine is not required to meet the threshold provided the total emissions are lower than those from 1000 hp Tier 4 Final engine operating for 9 hours per year.
Restaurant with Charbroilers	Includes fast food restaurants such as McDonalds and Wendy's, steakhouses and other restaurants with charbroilers, such as Applebees or TGIFriday's, and school cafeterias. Does not include cafes, small sandwich shops, and fine dining restaurants without charbroilers.	775 lbs of meat throughput per day per restaurant	13,750 lbs of meat per day	250 lbs of meat per day	55	SCAQMD indicates average beef usage of 233 lbs per day; Project-wide estimate is based on 55 restaurants of assumed average size.

ATTACHMENT A
STATIONARY SOURCE TYPES, SIZE LIMITS, AND QUANTITY ESTIMATES

Source Type	Description	Maximum Single Source Size/ Configuration[a]	Project-wide Representative Estimate[b]	Assumed Average Size of Single Source	Number of Sources[c]	Notes
Spray Booths	Includes small-scale auto detailing, furniture repair and refinishing, antique refurbishing, and other small-scale paining activities. Does not include industries such as vehicle manufacturing, dye production, composite manufacturing, industrial drum refurbishing (i.e., large-scale solvent or paint use).	VOC emissions up to 667 lbs per month per spray booth	VOC emissions up to 13,340 lbs per month	VOC emissions up to 667 lbs per month per spray booth	20	Typical small-scale permit based on SCAQMD permits in Santa Clarita; Project-wide estimate is based on 20 units of this size.
Gas Stations	Includes all fuel-dispensing facilities.	CARB specifies setback distances	Project-wide throughput of 28.4 MG per year	2.4 MG per year throughput	Project-wide throughput of 28.4 MG per year	CARB reports that 96% of gas stations in California are smaller than 2.4 MG per year throughput. A large gas station (e.g., Costco) has a throughput around 9 MG per year. Project-wide estimate is based on the assumption that Centennial will have 65,000 drivers logging national average vehicle miles traveled in cars with national average fuel efficiency.
Storage Tanks (non fuel dispensing)	Includes most light-industrial uses such as small-scale personal-care product manufacturing and other small users. Does not include storage tanks for gasoline dispensing facilities (included above) or oil production equipment and refineries.	<20,000 gallons per storage tank	560,000 gallons capacity	10,000 gallons	56	A survey of SCAQMD permits for Santa Clarita indicated that no permitted tank (for all uses, including fuel distribution) was larger than 20,000 gallons. Project-wide estimate is based on 56 non-gasoline dispensing tanks that are all the average size of 10,000 gallons.
Other VOC-emitting sources	Includes film-processing facilities, oil-water separators at auto repair facilities, and soil and groundwater remediation systems.	VOC emissions up to 4 tons per year per VOC source	VOC emissions up to 80 tons per year	VOC emissions up to 4 tons per year per VOC source	20	Assumed estimate for miscellaneous sources. Project-wide estimate is based on 20 miscellaneous sources.

ATTACHMENT A
STATIONARY SOURCE TYPES, SIZE LIMITS, AND QUANTITY ESTIMATES

Source Type	Description	Maximum Single Source Size/ Configuration[a]	Project-wide Representative Estimate[b]	Assumed Average Size of Single Source	Number of Sources[c]	Notes
Small Source PM-emitting sources	Includes auto repair shops, metal fabrication and finishing, swimming pool supply and repair shops.	PM emissions up to 1 lb per day per PM source. Source shall be no closer than 25 feet from the property boundary.	PM emissions up to 23 lbs per day	PM emissions up to 1 lb per day per PM source	23	Assumed estimate for miscellaneous sources. Project-wide estimate is based on 23 miscellaneous sources.
On-site Petroleum Solvent Dry Cleaning	Includes on-site dry cleaning of clothing. Does not include store-front dry cleaning shops with no on-site cleaning (i.e., cleaning sent to another location).	N/A	2,400 gallons solvent usage per year	100 gallons solvent usage per year	24	Average usage for petroleum-based drycleaner is 89 gallons of solvent consumed per year. Project-wide estimate is based on average use estimate of 100 gallons and 24 dry cleaners in Centennial.
TAC-emitting Stationary Sources in Non-buffer Areas of Business Parks	Includes all potential stationary sources of TACs in non-buffer areas of business parks. Does not include large scale industrial sources (such as foundries or refineries).	Calculated cancer risk of 10 in 1 million at facility boundary	N/A	N/A	N/A	Non-buffer areas of business parks; see Figure 2-3 in Appendix 5.11-B of this Draft EIR.

mmbtu– million British thermal units; SJVAPCD – San Joaquin Valley Air Pollution Control District; hp – horsepower; lbs – pounds; MG – million gallons; PM – particulate matter; N/A – not applicable

a In order to not exceed ambient air quality standards and/or risk thresholds. Larger source could potentially be operated without exceeding ambient air quality and/or risk standards, but would require further evaluation.

b The amount was arrived at by multiplying the assumed average source size/configuration by the representative number of sources expected to locate in Centennial.

c Representative Number of Sources in Centennial Based on Demand Projections.

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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~~.~~; however, some of the items identified below are not exclusively Community Benefits (i.e., sheriff and fire, while required as part of the Project Approvals and mitigation measures, have enhanced features that are Community Benefits).

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, space and construction standards for the Civic Administration Facility, subject to the standards described in Items 1.5 and the budget prepared as described in Item 1.3. The Civic Facility Plan's design and space standards for the Civic Administration Facility shall reasonably reflect the average benchmarks for other modern and contemporary civic administration facilities designed or constructed within the previous five years for North American cities and/or counties with populations of 200,000

or more. The County shall accept dedication of the site for the Civic Administration Facility promptly following recordation of the Final Map. Notwithstanding any dedication and/or acceptance thereof, if the County determines not to construct the Civic Administration Facility, for any reason other than a breach of the Property Owner's obligations hereunder, or if the site is not fully used for the Civic Administration Facility or another governmental use by the County that is mutually approved the Parties, then the Parties agree that the Property Owner's deed conveying title to the site for the Civic Administration Facility shall provide for the reversion of the site (or portion of the site not used for a Civic Administration Facility or other mutually approved governmental use by the County) to the Property Owner. Subject to the budget agreed to by the Parties, the Property Owners shall design and construct the Civic Administration Facility, for the County's permanent ownership, operation and maintenance. The Civic Administration Facility shall be completed by the Property Owners (i.e., certificate of occupancy issued) and transferred to the County no later than the milestones identified in Exhibit E-1. Property Owners shall bear no cost for the facility's operations, maintenance or risk of loss following transfer to the County.

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

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

1.5. Building(s) and Architecture. Design quality of the Civic Administration Facility shall reflect the dignity of a civic function and highlight the importance of broad civic

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

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

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

1.6. Continuity of County Operations; Standards. The Civic Administration Facility is required to be an essential facility; all associated requirements shall be in conformance with governing authority. -The Civic Administration Facility shall be built to then-current County standards as of the time the County approves the facility's design.

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2. Sheriff Station & Temporary Sheriff Substation

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

2.2. Timing of Construction. The facilities shall be completed (i.e., certificate of occupancy issued) no later than the milestones identified in Exhibit E-1 for each facility. The approximate sizing of the facilities shall be as follows:

Temporary Sheriff Substation: Approximately square footage to be determined by the Parties based on LACSD reasonable needs and response time requirements.

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

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

2.4. Continuity of County Operations; Standards. The Sheriff Substation is required to be an essential facility; all associated requirements shall be in conformance with governing authority. The Sheriff Substation shall be built to then-current County standards as of the time the County approves the facility's design.

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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~~ with 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~~ with 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~~ with 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; Standards. The ~~Fire~~fire stations are required to be essential facilities; all associated requirements shall be in conformance with governing authority. The fire stations shall be built to then-current County standards as of the time the County approves the facility's design.

4. Consolidated County Maintenance Yard

4.1. Identification of Site; Timing of Conveyance. ~~Developer~~The Property Owners 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~~plant (East~~)~~), at a precise location that is mutually agreeable to the Parties. The exact size of the Maintenance Yard Site, within the range noted above, will be determined cooperatively and by the mutual agreement of the Parties. The Maintenance Yard Site's exact size and location within the area described above shall be identified no later than the processing of the Tentative Map or Parcel Map that includes the 3,001st residential unit. The Maintenance Yard Site shall be offered for dedication to the County prior to issuance of the 3,001st residential building permit. Notwithstanding any dedication and/or acceptance thereof, if the County determines not to construct a consolidated maintenance yard on the Maintenance Yard Site, for any reason other than a breach of the Property Owner's obligations hereunder, or if the site is not fully used for a consolidated maintenance yard or another governmental use by the County that is mutually approved the Parties, then the Parties agree that the Property Owner's deed

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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 exclusively for, and in order to assist in funding a portion of, the County's construction of a consolidated maintenance yard on the Maintenance Yard Site (the "**Maintenance Yard Contribution**"). The Property Owners' obligation to pay the Maintenance Yard Contribution shall not occur until the later of the following has occurred: (i) the County's acceptance of the Maintenance Yard Site or (ii) issuance of the 3,001st residential building permit. The Maintenance Yard Contribution shall be adjusted to reflect changes in the CPI between the date the Term commences and the date payment is due pursuant to the previous sentence. The Property Owners shall have no obligation to construct or operate the Maintenance Yard Site.

5. Material Recovery Facility Site

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

5.2. County Establishment of Exclusive Franchise System. Without limiting the future legislative discretion of the County, the Parties agree that it is in their best interest that an exclusive franchise system be established for the collection of solid waste within the Centennial Specific Plan area and for the operation of the MRF/HHW Facility. Thus, the County shall in good faith undertake a process to establish an exclusive franchise system

providing that (among other things): (i) a single waste hauler will service the Centennial Specific Plan area's commercial and residential uses and operate the MRF portion of the MRF/HHW Facility from the MRF/HHW Site, (ii) the "waste-shed" of the MRF/HHW Facility shall be limited exclusively to the Centennial Specific Plan area (i.e., the MRF/HHW Facility shall in no event process waste from outside the Centennial Specific Plan area); (iii) the length of the exclusive franchise will be sufficiently long in duration to encourage a waste hauler to take on the franchise. The County's completion of creating an exclusive franchise system that includes the aforementioned concepts shall be a condition precedent to the Property Owners' obligations to dedicate in excess of 5 acres and a condition precedent to the Property Owners' funding obligations in Item 5.4 below.

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

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

7. Park Facilities & Open Space Dedication

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

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

7.3. Construction and Equipping Budget; Fee Credit. The Parties shall mutually agree to a Project-wide budget for park improvements and amenities ("**Park Facilities Budget**"); the budget shall (i) be adjusted to reflect changes in the CPI between the date the Parties agree to a budget and the date a contract is awarded for the construction of the improvements and amenities in a particular park and (ii) include a mutually agreed

reasonable contingency for unforeseen construction cost overruns. The Park Facilities Budget shall memorialize the Parties mutual understanding of the Property Owners' financial obligations with respect to constructing parks and park amenities. The Park Facilities Budget shall be prepared prior to approval of the Project's first Tentative Tract Map. The Property Owners shall receive a dollar for dollar credit in lieu of any obligations to pay Impact Fees related, in whole or in part, to parks for the value of the design, construction and amenitizing of the public parks as provided in Section 3.5. To the extent that the total value of dedication, construction and equipping of public parks exceeds the Property Owners' obligations to pay applicable Impact Fees related, in whole or in part, to public parks, the Property Owners agree that they shall not seek reimbursement from the County.

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

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

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

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

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

8. Library

The Property Owners will (i) dedicate one (1) site of approximately 2.62 acres located within Village 3 of the Centennial Specific Plan for the exclusive use as a public library ("**Library Site**") and (2) pay applicable Impact Fees for library services; provided, however, that if the County determines in its sole discretion that it does not desire the Library Site to be dedicated, then the Property Owners shall only be obligated to pay the applicable Impact Fee for library services. The

location of the Library Site shall be subject to relocation by mutual agreement of the Parties. Conveyance to the County will occur upon recordation of the Final Map for the tract in which the Library Site is located, subject to the County's acceptance of the dedication as required by law. Notwithstanding any dedication and/or acceptance thereof, if a library is not built on the Library Site within ten (10) years of conveyance and acceptance, for any reason other than a breach of the Property Owner's obligations hereunder, or if the site is not fully used for a library or another governmental use by the County that is mutually approved the Parties, then the Parties agree that the Property Owner's deed conveying title to the Library Site shall provide for the reversion of the site (or portion of the site not used for library or other mutually approved governmental use by the County) to the Property Owner. The Property Owners shall receive a dollar for dollar credit in lieu of any obligations to pay Impact Fees related, in whole or in part, to library services for the value of the dedicated Library Site as provided in Section 3.5. However, if the Library Site reverts to the Property Owner, the obligation to pay applicable Impact Fees for library services shall apply and a credit in lieu shall not be applicable. 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.

With respect to determining the value of Property Owner's dedication of the Library Site for the purpose of calculating the credit in lieu of Impact Fees, the Parties shall attempt to reach agreement; if agreement cannot be reached then each Party shall select an appraiser who is a duly qualified real estate broker with at least ten (10) years' experience; if within a reasonable time the two appraisers selected by the Parties cannot agree on the fair market value of the Library Site, then they shall each prepare independent appraisals and shall select a third independent appraiser (that is reasonably agreeable to the Parties) with similar qualifications, whose sole obligation shall be to select which of the two appraisals most closely reflects fair market value; the selected appraisal shall be deemed final by the Parties as the fair market value of the Library Site for the purpose of calculating the Impact Fee credit. Each Party shall bear the costs of their appointed appraiser and shall share the cost, if any, of the third appraiser.

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**") to be used exclusively 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~~Fifteen percent (~~10~~15%) 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. 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.

11.2. 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)

(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)

(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)

(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.

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(4)

(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.

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(5)

(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)

(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)

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

(8)

(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)

(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 1015% affordable units (with the Parties agreeing to round up to the nearest whole unit for the purpose of determining the 1015% threshold) is provided at Project build-out.

(10)

11.2.(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.

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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~~15% 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~~15% 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. Net Zero Carbon, Resiliency & Supplemental Greenhouse Gas Reduction Commitments

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. ~~he~~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**") to be used exclusively 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~~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; Privately Maintained Publicly Accessible Infrastructure

Refer to ~~Section~~Sections 3.4 and 3.4.2 of the Agreement.

18. Point of Sale

Property Owners and ~~Successor~~successor and ~~Assigns~~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~~30% 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 disadvantages 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~~30% 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~~30% 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 for 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 us, 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.

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Attachment 1 to Exhibit G

Supplemental Regional Park Land Depiction

[Attached on following page]

Attachment 1 to Exh. G - Supplemental Regional Park Land

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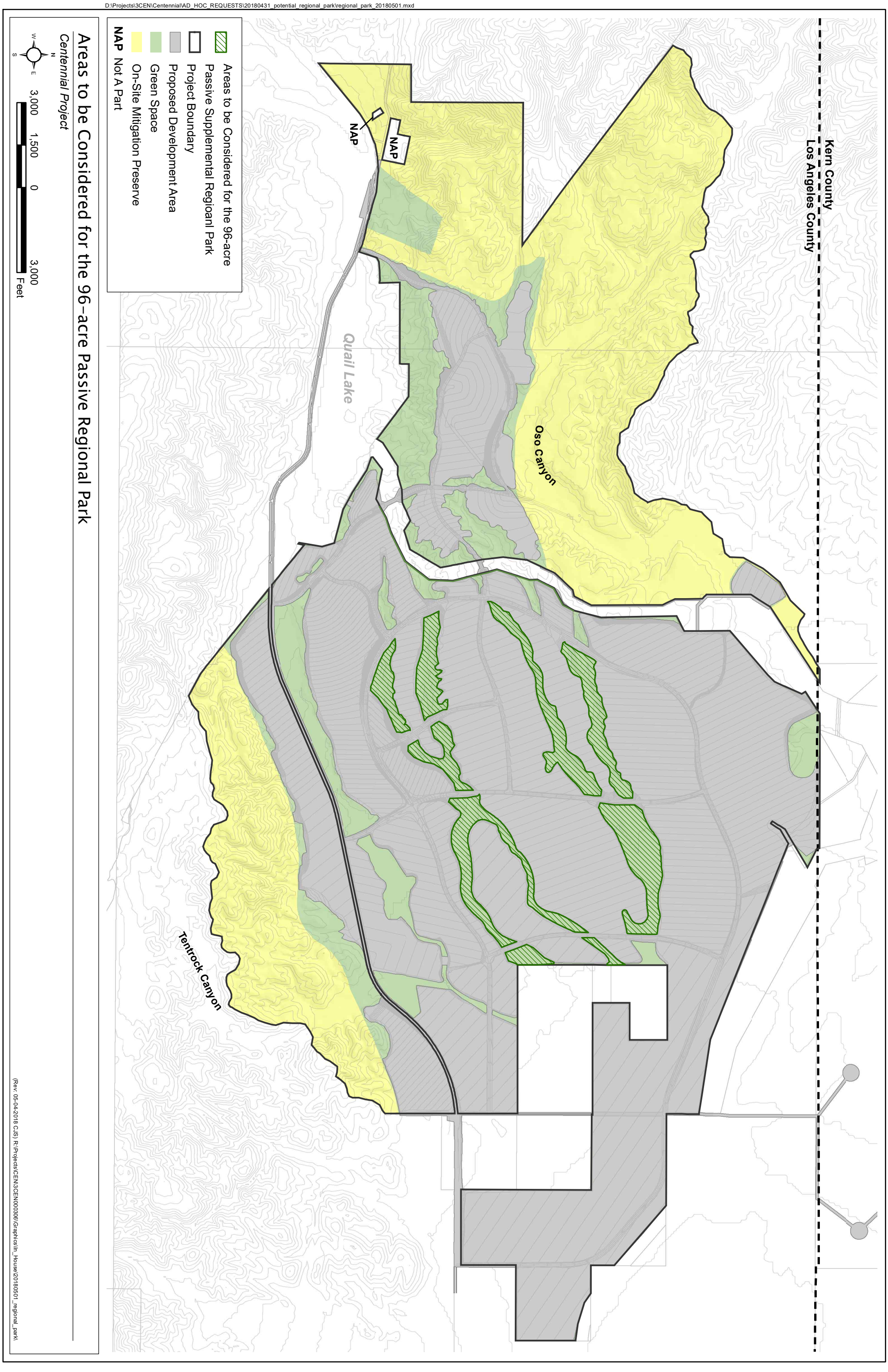

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Attachment 2 to Exhibit G

Project Phasing Map

[Attached on following page]

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Attachment 2 to Exh. G - Project Phasing Map

Figure 4-1 Conceptual Phasing Plan

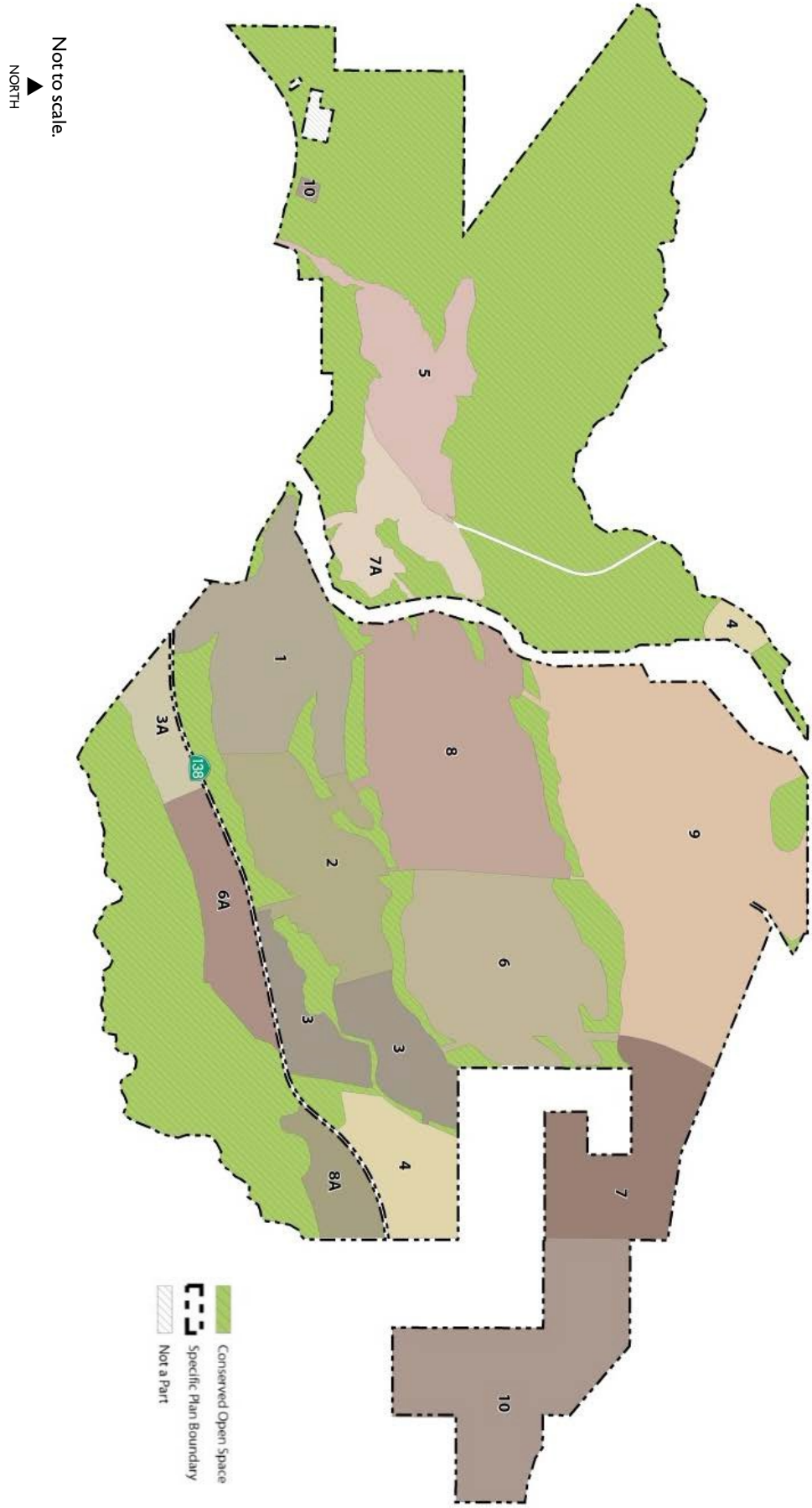

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EXHIBIT H

Map of Specific Plan Area

[Attached on following page]

Exhibit H - Map of Specific Plan Area

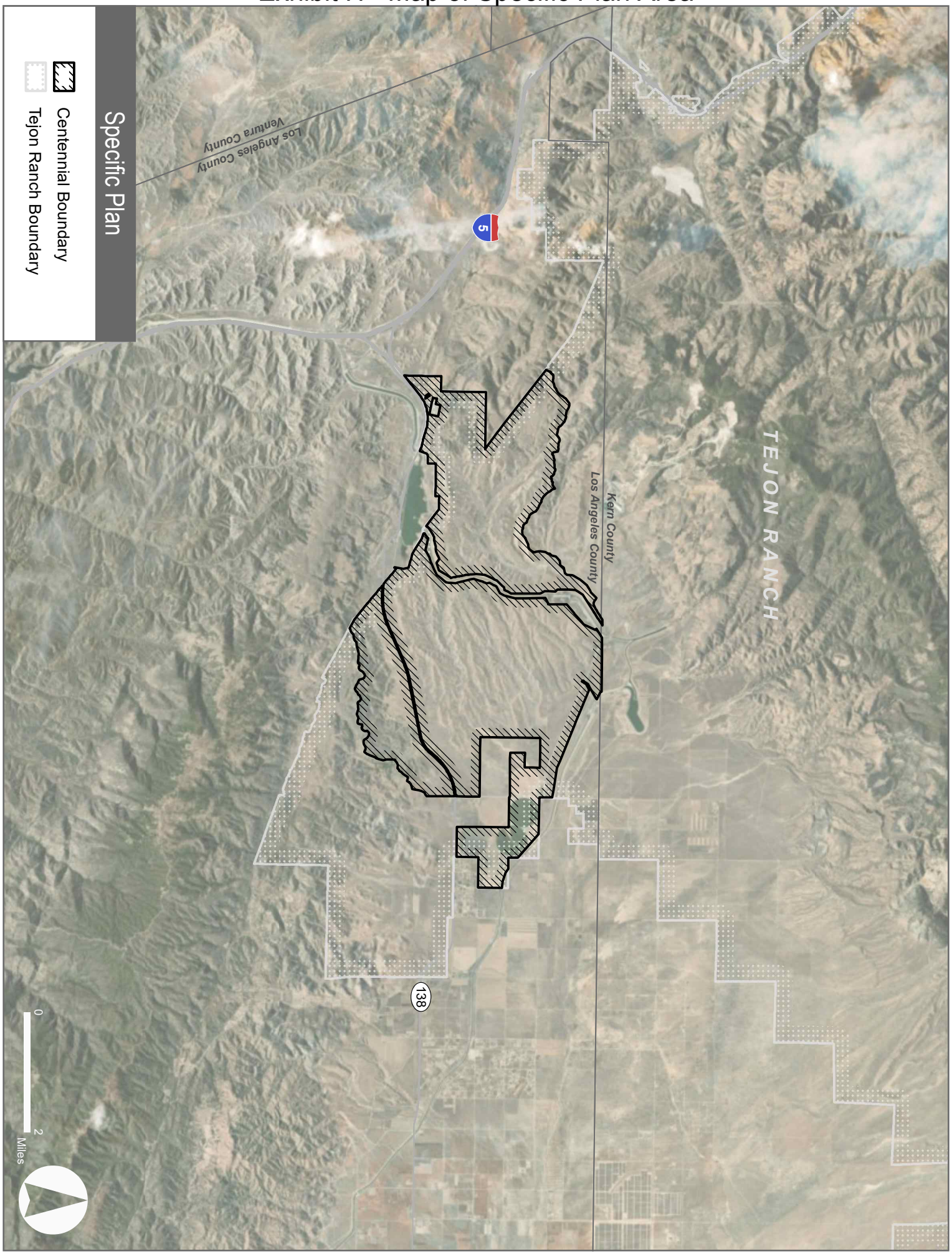

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EXHIBIT I

Certificate of Agreement Compliance

[Attached on following pages]

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~~EXHIBIT I~~

~~Certificate of Agreement Compliance~~

~~[Attached on following pages]~~

Exhibit I – Form of Certificate of Agreement Compliance

RECORDING REQUESTED BY:

LOS ANGELES COUNTY DEPT. OF REGIONAL PLANNING

AND WHEN RECORDED MAIL TO:

_____Property Owner_____
_____Property Owner Address_____
_____
Attention: General Counsel

Exempt from Recording Fees (Govt. Code §§ 6103 and 27383)

CERTIFICATE OF COMPLIANCE FOR DEVELOPMENT AGREEMENT BY AND AMONG LOS ANGELES COUNTY, TEJON RANCHCORP AND CENTENNIAL FOUNDERS, LLC

This CERTIFICATE OF COMPLIANCE FOR DEVELOPMENT AGREEMENT (this "Certificate"),effective as of_____, 20__ ("Effective Date"), is made by the COUNTY OF LOS ANGELES, a body corporate and a political subdivision of the State of California ("County") and provided to and for the benefit of [CENTENNIAL FOUNDERS, LLC, a Delaware Limited Liability Company] and [TEJON RANCHCORP, a California corporation] ("Property Owners").

RECITALS

A. In accordance with the Development Agreement Statute, of the State of California (Government Code Section 65864 *et seq.*), Title 22, Chapter 22.16, Part 4 of the Los Angeles County Code, and the implementing procedures of the County, the County acting through its Board of Supervisors, approved a Development Agreement for a project as therein described (the "Project") on Property as therein described located within Los Angeles County, by adopting Ordinance No. _____, on _____, ~~2018~~2019 (the "Development Agreement"). [If any amendments have been made, identify such amendments in this recital and revise defined terms accordingly.] The Property is described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Development Agreement was recorded in the Office of the Recorder of the County of Los Angeles, State of California (the "Official Records") on_____, 201__, as Instrument No. _____. The Development Agreement has a term of thirty (30) years commencing on _____, 20__. Unless otherwise defined in this Certificate, all initially capitalized defined terms used in this Certificate shall have the respective meanings given them in such Development Agreement.

C. The Development Agreement provides for the development of the Property, in the manner described in the Centennial Specific Plan approved by the County on ~~_____, 2018~~_____, 2019, and as provided for by the Project Approvals.

D. The Development Agreement provides for the periodic review of the Property Owners' good faith compliance with the terms of the Development Agreement commencing 12 months after the Effective Date of the Development Agreement and continuing annually thereafter on, or shortly following, the yearly anniversary of the Effective Date of the Development Agreement, which reviews are termed an "Annual Review." The Development Agreement provides the process for and items subject to review in each Annual Review.

E. Consistent with the requirements of the Development Agreement, the Development Agreement Act and the Development Agreement Ordinance, the County conducted an Annual Review for the __ year [Insert year of review, 30 year term] of the Development Agreement's Term on _____, 20__ and concluded that the Property Owners were in good faith compliance with the Development Agreement during such period. [Insert date of and action taken by County regarding determination of compliance for the Annual Review.]

F. Pursuant to Section 5.2 of the Development Agreement, the Parties now desire to memorialize the County's determinations made during the Annual Review for year __ of the Term by the making of this Certificate.

NOW, THEREFORE, the County certifies, represents and warrants for the benefit of the Property Owners and all those holding title in the Property as follows:

1. Development Agreement in Effect. The Development Agreement is in full force and effect, and County has not agreed to any amendment of any provision of the Development Agreement [other than as expressly identified in the Recital A of this Certificate].

2. Compliance with Development Agreement. Property Owners are, to the current knowledge of the County, and based on the County's investigation during the Annual Review, in good faith compliance with the Development Agreement, as required by Section 65865.1 of the Development Agreement Act.

3. No Defaults. To the actual knowledge of County, no default on the part of Property Owners, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Property Owners, exists under the Development Agreement.

4. Determinations Conclusive. This Certificate constitutes and shall evidence the County's conclusive determination of the matters set forth herein.

[Signature page follows.]

Exhibit I – Form of Certificate of Agreement Compliance

IN WITNESS WHEREOF, County has caused this Certificate to be duly executed on its behalf as of the Effective Date.

COUNTY OF LOS ANGELES, a body politic and political subdivision of the State of California

By: _____
_____, Chair
Board of Supervisors

DATE: _____

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

By: _____
_____, Deputy

DATE: _____

ATTEST:

_____
Executive Officer-Clerk of the Board of Supervisors

By: _____

DATE:_____

Exhibit I – Form of Certificate of Agreement Compliance

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me,_____, Notary Public in and for said state, personally appeared_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, before me,_____, Notary Public in and for said state, personally appeared_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

[To be attached on following pages]

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EXHIBIT J

Form of Assignment and Assumption Agreement

[Attached on following pages]

RECORDING REQUESTED BY:

LOS ANGELES COUNTY DEPT. OF REGIONAL PLANNING

AND WHEN RECORDED MAIL TO:

LOS ANGELES COUNTY
County Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012
Attention: Amy J. Bodek, AICP

Exempt from Recording Fees (Govt. Code § 6103)

[PARTIAL] ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT FOR DEVELOPMENT AGREEMENT BY AND AMONG LOS ANGELES COUNTY, TEJON RANCHCORP AND CENTENNIAL FOUNDERS, LLC

This ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (this "AARA"), dated as of_____, 20__, is entered into by and among the COUNTY OF LOS ANGELES, a body corporate and a political subdivision of the State of California ("County"), and [CENTENNIAL FOUNDERS, LLC, a Delaware Limited Liability Company] [TEJON RANCHCORP, a California corporation] ("Landowner"), and____, a_____ ("Transferee"), with respect to the property described in Exhibit 1 attached hereto and made a part hereof (the "Transferred Property").

RECITALS

A. In accordance with the Development Agreement Statute, of the State of California (Government Code Section 65864 *et seq.*), Title 22, Chapter 22.16, Part 4 of the Los Angeles County Code, and the implementing procedures of the County, the County acting through its Board of Supervisors, approved a Development Agreement for a project as therein described (the "Project") on Property as therein described located within Los Angeles County, by adopting Ordinance No. _____, on _____, ~~2018~~ 2019(the "Development Agreement"). [If any amendments have been made, identify such amendments in this recital and revise defined terms accordingly.]

B. The Development Agreement was recorded in the Office of the Recorder of the County of Los Angeles, State of California (the "Official Records") on_____, ~~201__,~~2019, as Instrument No. _____. The Development Agreement has a term of thirty (30) years commencing on _____, ~~20__.~~2019. Unless otherwise defined in this AARA, all initially capitalized defined terms used in this AARA shall have the respective meanings given them in such Development Agreement.

C. The Development Agreement provides for the development of the Property, which includes within its boundaries the Transferred Property that is the subject of this AARA, in

the manner described in the Centennial Specific Plan approved by the County on ~~_____, 2018~~ _____, 2019, and as provided for by the Project Approvals.

D. In order to facilitate the development of the Project within the Property as well as the Transferred Property, the County adopted certain Project Approvals for the Project, a list of which is set forth on Exhibit 2 attached hereto and made a part hereof. The list of Project Approvals attached hereto as Exhibit 2 is illustrative of the material documents and instruments governing development of land within the Property, and the Transferred Property in particular, but is not intended to be an exhaustive list of all documents, instruments, and/or other matters that may govern development of the Property.

E. The Development Agreement provides that, subject to the terms and conditions contained in Section 7.10 thereof, upon the written consent of the County, the Landowner (and any Transferee, which entity is also defined as an "Assignee" in the Development Agreement) shall have the right (1) to make an Assignment (as that term is defined in the Development Agreement) of all or any portion of the Property during the Term of the Development Agreement; (2) to Assign all or any portion of its rights and obligations under the Development Agreement to a Transferee; and (3) upon the County's receipt of a [partial] assignment and assumption agreement duly executed in accordance with the terms of the Development Agreement [and additional evidence of certified financial statements and any additional information concerning the identity, financial condition and experience as described in Section 7.10 of the Development Agreement] to be released from those obligations of the Landowner under the Development Agreement that are applicable to the portion of the Property so assigned but that are not intended to be retained by the Landowner after the Assignment.

F. Landowner and Transferee have entered into that certain Purchase [Transfer] Agreement dated as of _____, pursuant to which Landowner has agreed to sell or transfer to Transferee, and Transferee has agreed to acquire from Landowner, the Transferred Property upon the terms and conditions therein set forth.

G. In connection with the conveyance of the Transferred Property from Landowner to Transferee pursuant to Section 7.10 of the Development Agreement, Landowner desires to assign to Transferee effective as of the Landowner's conveyance of the Transferred Property to Transferee (the "Assignment Effective Date") certain of Landowner's rights, title, interest, burdens and obligations under the Development Agreement applicable to the Transferred Property, and Transferee is willing to accept such rights, title and interests and to assume such burdens and obligations, on the terms and conditions set forth in the Development Agreement and this AARA. In addition, in connection with the foregoing assignment and assumption, Landowner desires to be released by County from Landowner's obligations under the Development Agreement applicable to the Transferred Property (except as expressly provided below), and County is willing to release Landowner from such obligations, on the terms and conditions set forth in this AARA.

[Agreement continues on following pages.]

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County, Landowner, and Transferee agree as follows:

1. [Partial] Assignment By Landowner.

1.1 Transferred Rights and Obligations. Except as provided in Section 1.2 hereof with respect to the Excluded Rights and Obligations (defined below), Landowner hereby assigns, conveys and transfers to Transferee as of the Assignment Effective Date each and all of the rights, title and interests of the Landowner under the Development Agreement to the extent applicable to the Transferred Property (collectively, the "Transferred Rights") and each and all of the burdens, obligations, terms, covenants, and agreements of the Landowner under the Development Agreement to the extent applicable to the Transferred Property (collectively, the "Transferred Obligations"), including without limitation, the obligations to comply with the following requirements of the Development Agreement with respect to the Transferred Property: (a) the MMRP, (b) those items consisting of On Site Public Infrastructure described in Exhibit 3 attached hereto, (c) the Affordable Housing Implementation Plan as provided in Item 11 of Exhibit G of the Development Agreement, (d) The Net Zero Carbon & Supplemental Greenhouse Gas Reduction Principles as provided in Item 12 of Exhibit G of the Development Agreement, (e) hold harmless and indemnification obligations, accruing, arising out of, or relating to events or occurrences from and after the Effective Date; and (f) Comprehensive -Planning Objectives in Section 2.4.2.1 and AVAP goals and policies in Exhibit ~~M~~K _____, *[Note: List to be tailored based on the particulars of an assignment/transfer, and if any obligations are retained as joint with Transferee, modified accordingly]*. The Transferred Rights and the Transferred Obligations are sometimes collectively referred to herein as the "Transferred Rights and Obligations".

1.2 Excluded Rights and Obligations. Landowner and Transferee hereby expressly confirm and agree that the assignment and assumption contemplated in this Agreement shall not include or affect any of the following specifically excluded rights and obligations ("Excluded Rights and Obligations"):_____ *[Note: List to be tailored based on particulars of an assignment/transfer]*, and that Landowner further retains all of the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Property owned by Landowner, or which are not specifically assigned to and assumed by Transferee under this AARA.

2. [Partial] Assumption By Transferee.

2.1 Transferee's Assumption. Transferee hereby accepts each and every Transferred Right(s), and Transferee hereby assumes and agrees to be bound by and to perform, as a direct obligation of Transferee to County, each and every Transferred Obligation(s) as of the Assignment Effective Date. The parties intend that, upon the Assignment Effective Date, Transferee shall become substituted for Landowner under the Development Agreement with respect to the Transferred Property for all Transferred Rights and Obligations.

2.2 Transferee's Acknowledgment. Transferee hereby acknowledges that

Transferee has reviewed the Development Agreement and agrees to be bound by the Development Agreement and all conditions and restrictions applicable to the Transferred Property, including, without limitation, all conditions and restrictions contained in the Project Approvals that are applicable to the Transferred Property (as stated in Recital C above). The Project Approvals listed in Exhibit 2 attached hereto are illustrative of the material documents and instruments governing development of Property, but such list is not intended to be an exhaustive list of all documents, instruments, and/or other matters that may govern development of Property including Transferred Property.

3. Reaffirmation of Indemnifications; Survival of Community Benefits. Transferee hereby consents to and expressly reaffirms any and all indemnities and obligations to hold the County harmless set forth in the Development Agreement, including, without limitation, Section 7.14 of the Development Agreement. Transferee understands that certain Community Benefits and Public Improvement obligations could survive the expiration of, or be obligations independent of, the Development Agreement.

4. Representations and Warranties of Landowner. Landowner hereby makes the following representations and warranties to County and Transferee as of the Assignment Effective Date:

4.1 Development Agreement. To the extent applicable to the Transferred Property, the Development Agreement is [unmodified] and in full force and effect.

4.2 No Defaults. To the actual knowledge of Landowner, no default on the part of Landowner, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Landowner, exists under the Development Agreement with respect to the Transferred Property [expect as specifically disclosed as follows: _____].

4.3 No Set-Offs. To the actual knowledge of Landowner, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of County or Landowner under the Development Agreement with respect to the Transferred Property [expect as specifically disclosed as follows: _____].

4.4 No Termination Right. Landowner currently has no right to terminate the Development Agreement with respect to the Transferred Property pursuant to the Development Agreement.

4.5 Consents. Landowner has obtained all consents to the assignments and transfers of the Transferred Property to Transferee that may be required by any agreement to which Landowner is a party. Other than the consents so obtained, no consent to the Assignment of the Transferred Property to Transferee is required under any agreement to which Landowner is a party or by which the Transferred Property is bound (other than the Development Agreement).

4.6 No Conflicts. The execution, delivery, and performance by Landowner of this AARA (i) will not contravene any legal requirements applicable to Landowner or the Transferred Property, (ii) will not conflict with, breach or contravene any other agreement binding upon Landowner or the Transferred Property, and (iii) will not result in the creation or imposition of any liens on any portion of the Transferred Property (except as may be permitted under the terms

of the Development Agreement).

5. Representations and Warranties of Transferee. Transferee hereby makes the following representations and warranties to County as of the Assignment Effective Date:

5.1 No County Representations. Transferee has reviewed and is familiar with the terms and conditions of the Development Agreement. Transferee recognizes and acknowledges that, except as expressly provided herein, County makes no representation or warranty hereby, express or implied, regarding the amount, nature, or extent of any obligation, liability, or duty under the Development Agreement with regard to the Transferred Property. Transferee understands and acknowledges that: (i) Transferee is responsible for satisfying itself as to the existence and extent of the Transferred Rights and Obligations, and (ii) in accordance with the representations made by County in Paragraph 6 below, County has not agreed to any amendment of any provision of the Development Agreement with regard to the Transferred Property and, except as expressly provided herein or in the Development Agreement, County has not waived any right of County or obligation of Landowner under the Development Agreement with respect to the Transferred Property.

5.2 Consents. Transferee has obtained all consents in connection with its assumption of the Transferred Obligations and for its acquisition of the Transferred Property that may be required by any agreement to which it is a party. Other than the consents so obtained, no consent to the acquisition of the Transferred Property is required under any agreement to which Transferee is a party.

5.3 No Conflicts. The execution, delivery, and performance by Transferee of this Agreement and of the Transferred Obligations (i) will not contravene any legal requirements applicable to Transferee, (ii) will not conflict with, breach, or contravene any other agreement binding upon Transferee, and (iii) will not result in the creation or imposition of any liens on any portion of the Transferred Property (except as may be permitted under the terms of the Development Agreement).

5.4 Litigation. To the current actual knowledge of Transferee, there are no actions, suits, or proceedings at law or in equity or by or before any governmental authority pending or threatened against or affecting Transferee in which there is a reasonable possibility of a determination adverse to Transferee and that are reasonably likely, individually or in the aggregate, if determined adversely to Transferee, to have a material adverse effect on the ability of Transferee to perform the Transferred Obligations.

5.5 [Financial Resources; Experience. Transferee (a) has provided certified financial statements of the proposed Transferee as well as any from the proposed guarantor or surety (as defined in Section 7.10 of the Development Agreement) or other financial resources that meet the standard set forth in Section 7.10 of the Development Agreement, and (b) has a development team with experience in developing projects reasonably related (i.e., substantially similar) to the project contemplated on the Transferred Property.]

6. Representations and Warranties of County. County hereby makes the following representations and warranties to Landowner and to Transferee as of the Assignment Effective Date:

6.1 Development Agreement. The Development Agreement is in full force and effect, and County has not agreed to any amendment of any provision of the Development Agreement with respect to the Transferred Property [other than as expressly identified in the Recital A of this AARA].

6.2 No Waivers. Except as expressly provided herein or in the Development Agreement, County has not waived any right of County or any obligation of Landowner under the Development Agreement with respect to the Transferred Property.

6.3 No Defaults. To the actual knowledge of County, no default on the part of Landowner, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Landowner, exists under the Development Agreement with respect to the Transferred Property [except as specifically disclosed as follows: _____].

6.4 No Set-Offs. To the actual knowledge of County, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of County or Landowner under the Development Agreement with respect to the Transferred Property [except as specifically disclosed as follows: _____].

6.5 No Termination Right. To the actual knowledge of County, County currently has no right to terminate the Development Agreement [except as specifically disclosed as follows: _____].

7. Release of Landowner.

7.1 Qualifying Transfer. County hereby agrees to release Landowner from its obligations under the Development Agreement applicable to the Transferred Property, as more particularly set forth in Paragraph 7.2 below.

7.2 County Release. County hereby unconditionally and irrevocably fully releases and discharges Landowner from the Transferred Obligations of Landowner under the Development Agreement applicable to the Transferred Property as of the Assignment Effective Date, unless any Transferred Obligation applicable to the Transferred Property is retained as a joint obligation of Landowner. Without limiting the generality of the foregoing, County acknowledges and agrees that Landowner shall not be liable for any default by Transferee with respect to the Transferred Obligations, and no default by Transferee with respect to the Transferred Obligations shall entitle County to modify or terminate the Development Agreement, or otherwise affect any rights thereunder, with respect to any portion of the Property other than the Transferred Property. With respect to the foregoing release, County hereby acknowledges that such release is made with the advice of counsel and with full knowledge and understanding of the consequences and effects of such release. Further, as to unknown and unsuspected claims as of the Assignment Effective Date, County hereby acknowledges that such release is made with the full knowledge, understanding, and agreement that California Civil Code Section 1542 provides as follows, and County hereby agrees that the protection afforded by said Code Section and any similar law of the State of California or any other jurisdiction is specifically waived:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE

CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

County

By: _____

7.3 County's Acknowledgment; No Cross Default. Without in any way modifying, limiting, or expanding the provisions of Section 7.10 of the Development Agreement, County hereby confirms that, pursuant thereto (i) Transferee shall not be liable for any default by Landowner or any other Transferee in the performance of their respective obligations under the Development Agreement, (ii) without limiting the foregoing, a default under the Development Agreement by Landowner or any other Transferee shall not entitle County to modify or terminate the Development Agreement, or otherwise affect any rights under the Development Agreement, with respect to the Transferred Property, (iii) any default by Transferee with respect to the Transferred Obligations shall not be considered a default by Landowner as to the remaining Property and shall not impact Landowner's development rights with respect to the remaining Property under the Development Agreement.

8. General Provisions.

8.1 Amendments to Development Agreement. Transferee agrees that Landowner and/or County shall have the unfettered and absolute right to amend the Development Agreement without the approval of Transferee if such amendment does not relate to the Transferred Property or otherwise modify the Development Agreement in a manner that materially and adversely affects the Transferee's Rights and Obligations. Landowner shall have no rights as they relate to amendment or modification of the Development Agreement solely with respect to the Transferred Property so long as any such amendment or modification does not materially and adversely affect the Landowner's rights and obligations in the Development Agreement as they relate to the remaining Property.

8.2 Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from another party with the implication, suggestion or statement that the provision of the consideration may secure more favorable treatment in determining whether to consent to this [partial] assignment or that failure to provide such consideration may negatively affect the County's offer to consent to the [partial] assignment of the Transferred Property. No party shall offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of determining whether to grant the County's consent to this [partial] assignment. Transferee and the Landowner represent that they have made no such offer of consideration to any County officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of determining whether to grant the County's consent to this [partial] assignment.

8.2.1 Report of Solicitation. Transferee and/or Landowner shall immediately

report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.3 Attorneys' Fees.

8.3.1 Prevailing Party. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism (including without limitation as provided in Section 7.6 of the Development Agreement) ("DRM") to enforce any provision of this AARA or for damages by reason of an alleged breach of any provision in the prevailing party(ies) shall be entitled to receive from the losing party(ies) court or DRM costs or expenses incurred by the prevailing party(ies), including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party(ies) in such action or proceeding. Attorneys' fees under this Paragraph 8. include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action; (2) in any action or proceeding or other DRM in which the County is a party, each party shall bear its own costs and expenses (including, without limitation, such party's own attorneys' fees), except that any mediator service cost resulting from a request for mediation pursuant to Section 7.6 of the Development Agreement shall be borne by the party requesting mediation.

8.3.2 Reasonable Attorneys' Fees. For purposes of this AARA, reasonable fees of attorneys and any in-house counsel for Landowner or Transferee shall be based on the fees regularly charged by private attorneys with an equivalent number or years or professional experience in the subject matter area of the law for which the party's in-house counsel's services were rendered who practice in the same city in law firms with approximately the same number of attorneys as employed by the outside counsel for Landowner or Transferee, respectively.

8.4 Notices. A notice or communication under this Agreement by any party to any other party shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

If to the County:

Director of Regional Planning
Attention:_____
County of Los Angeles Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012

with copies to:

Director of Public Works
Attention:_____
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

County Counsel
Attention: _____
Office of the County Counsel
County of Los Angeles

	500 West Temple Street, 6th Floor Los Angeles, CA 90012
If to Landowner:	with copies to:
[Tejon Ranchcorp Attn: Vice President, Community Development, Centennial P.O. Box 1000 Lebec, CA 93243]	Tejon Ranchcorp Attn: General Counsel P.O. Box 1000 Lebec, CA 93243
[Centennial Founders, LLC Attn: Development Manager, Tejon Ranchcorp P.O. Box 1000 Lebec, CA 93243	Centennial Founders, LLC Attn: General Counsel P.O. Box 1000 Lebec, CA 93243]
If to Transferee:	with copies to:
_____	_____

For the convenience of the parties, copies of notices may also be given by telefacsimile or electronic mail ("e-mail"); however these methods are not considered official or binding.

8.4.1 Effective Date of Notice. Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this AARA shall be deemed given, received, made, or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile or e-mail copy of the notice.

8.5 Successors and Assigns. This AARA shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, successors, and assigns.

8.6 Counterparts. This AARA may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one instrument. It shall not be necessary in making proof of this Agreement to account for more than one counterpart.

8.7 Captions. Any captions to, or headings of, the Sections, subsections or Paragraphs of this AARA are solely for the convenience of the parties hereto, are not a part of this AARA, and shall not be used for the interpretation or determination of the validity of this AARA or any provision hereof.

8.8 Amendment To Agreement. The terms of this AARA may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

8.9 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

8.10 Waiver. The waiver or failure to enforce any provision of this AARA shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.11 Applicable Law. This AARA shall be governed by and construed and enforced in accordance with the laws of the State of California.

8.12 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this AARA.

8.13 Partial Invalidity. If any portion of this AARA as applied to any party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this AARA and shall in no way affect the validity or enforceability of the remaining portions of this AARA.

8.14 Independent Counsel. Each party hereto acknowledges that: (a) it has been represented by independent counsel in connection with this AARA; (b) it has executed this AARA with the advice of such counsel; and (c) this AARA is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel.

8.15 Development Agreement Controls. As between Landowner, Transferee, and County, neither the making nor the acceptance of this AARA shall: (a) constitute a waiver or release by any party of any representations, warranties, liabilities, duties, or obligations imposed upon a party by the terms, conditions and provisions of the Development Agreement (with the exception of those specifically identified in this AARA, including without limitation in Section 7.2); or (b) enlarge, extend, restrict, supersede, replace, amend, waive, limit or otherwise modify the terms and conditions and provisions of the Development Agreement (with the exception of those specifically identified in this AARA). In the event of any dispute between the terms hereof and the Development Agreement, the terms of the Development Agreement shall control.

[Signatures contained on following pages.]

IN WITNESS WHEREOF, County has caused this Agreement to be duly executed on its behalf as of the Effective Date.

COUNTY OF LOS ANGELES, a body politic and political subdivision of the State of California

By: _____
_____, Chair
Board of Supervisors

DATE: _____

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

By: _____
_____, Deputy

DATE: _____

ATTEST:

_____
Executive Officer-Clerk of the Board of Supervisors

By: _____

DATE:_____

TRANSFEREE

[TEJON RANCHCORP, a California corporation

By: _____
Name: Allen E. Lyda,
Its: Executive Vice President and Chief Financial Officer

By: _____
Name: _____
Its: Authorized Representative

DATE:_____]

[**CENTENNIAL FOUNDERS, LLC,**
a Delaware limited liability company

By: Tejon Ranchcorp,
a California corporation,
its Development Manager

By: _____
Allen E. Lyda
Its: Executive Vice President and Chief Financial Officer

By: _____
Name: _____
Its: Authorized Representative

DATE: _____]

TRANSFEREE

[**INSERT NAME OF TRANSFEREE**]

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me,_____, Notary Public in and for said state, personally appeared_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, before me,_____, Notary Public in and for said state, personally appeared_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT 1

LEGAL DESCRIPTION OF TRANSFERRED PROPERTY

[To be attached on following pages]

EXHIBIT 2

PROJECT APPROVALS

[Include list of Project Approvals from the D.A., and any subsequent project approvals applicable to the Transferred Property]

EXHIBIT 3

ITEMS OF ON SITE PUBLIC INFRASTRUCTURE TO BE PROVIDED BY TRANSFEREE

[Insert list of any On Site Public Infrastructure obligations transferred]

~~DRAFT~~

EXHIBIT K

AVAP Goals and Policies

[Attached on following pages]

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Goal LU 1: A land use pattern that maintains and enhances the rural character of the unincorporated Antelope Valley.
Policy LU 1.1: Direct the majority of the unincorporated Antelope Valley's future growth to rural town center areas and identified economic opportunity areas, through appropriate land use designations, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 1.2: Limit the amount of potential development in rural preserve areas, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 1.3: Maintain the majority of the unincorporated Antelope Valley as Rural Land, allowing for agriculture, equestrian and animal-keeping uses, and single-family homes on large lots.
Policy LU 1.4: Ensure that there are appropriate lands for commercial and industrial services throughout the unincorporated Antelope Valley sufficient to serve the daily needs of rural residents and to provide local employment opportunities.
Policy LU 1.5: Provide varied lands for residential uses sufficient to meet the needs of all segments of the population, and allow for agriculture, equestrian uses and animal-keeping uses in these areas where appropriate.
Goal LU 2: A land use pattern that protects environmental resources.
Policy LU 2.1: Limit the amount of potential development in Significant Ecological Areas, including Joshua Tree Woodlands, wildlife corridors, and other sensitive habitat areas, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 2.2: Limit the amount of potential development within Scenic Resource Areas, including water features, significant ridgelines, and Hillside Management Areas, through appropriate land use designations, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 2.3: Except within economic opportunity areas, limit the amount of potential development in Agricultural Resource Areas, including important farmlands designated by the State of California and historical farmland areas, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 2.4: Except within economic opportunity areas, limit the amount of potential development in Mineral Resource Areas, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 2.5: Except within economic opportunity areas, limit the amount of potential development in riparian areas and groundwater recharge basins, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 2.6: Except within economic opportunity areas, limit the amount of potential development near the National Forests and on private lands within the National Forests, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Goal LU 3: A land use pattern that minimizes threats from hazards.
Policy LU 3.1: Except within economic opportunity areas, prohibit new development on fault traces and limit the amount of development in Seismic Zones, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 3.2: Except within economic opportunity areas, limit the amount of potential development in Very High Fire Hazard Severity Zones, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan
Policy LU 3.3: Except within economic opportunity areas, limit the amount of potential development in Flood Zones designated by the Federal Emergency Management Agency, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Policy LU 3.4: Except within economic opportunity areas, limit the amount of potential development on steep slopes identified as Hillside Management Areas, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 3.5: Except within economic opportunity areas, limit the amount of potential development in landslide and liquefaction areas, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 3.6: Except within economic opportunity areas, limit the amount of potential residential development in airport influence areas and near military lands, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy LU 3.7: All development projects located on parcels that are within an airport influence area shall be consistent with all policies of that airport's land use compatibility plan.
Goal LU 4: A land use pattern that promotes the efficient use of existing and/or planned infrastructure and public facilities.
Policy LU 4.1: Direct the majority of the unincorporated Antelope Valley's future growth to the economic opportunity areas and areas that are served by existing or planned infrastructure, public facilities, and public water systems, as indicated in the Land Use designations shown on the Land Use Policy Map (Map 2.1) of this Area Plan.
Goal LU 5: A land use pattern that decreases greenhouse gas emissions.
Policy LU 5.1: Ensure that development is consistent with the Sustainable Communities Strategy adopted in 2012, an element of the Regional Transportation Plan developed by the Southern California Association of Governments.
Policy LU 5.2: Encourage the continued development of rural town centers that provide for the daily needs of surrounding residents, reducing the number of vehicle trips and providing local employment opportunities.
Policy LU 5.3: Preserve open space areas to provide large contiguous carbon sequestering basins.
Policy LU 5.4: Ensure that there is an appropriate balance of residential uses and employment opportunities within close proximity of each other.
Goal LU 6: A land use pattern that makes the Antelope Valley a sustainable and resilient place to live.
Goal M 1: Land use patterns that promote alternatives to automobile travel.
Policy M 1.1: Direct the majority of the unincorporated Antelope Valley's future growth to rural town centers and economic opportunity areas, to minimize travel time and reduce the number of vehicle trips, as indicated in the Land Use designations shown on the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy M 1.2: Encourage the continued development of rural town center areas that provide for the daily needs of local residents, reducing the number of vehicle trips and providing local employment opportunities
Policy M 1.3: Encourage new parks, recreation areas, and public facilities to locate in rural town center areas, rural town areas, and economic opportunity areas.
Policy M 1.4: Ensure that new developments have a balanced mix of residential uses and employment opportunities as well as park, recreation areas and public facilities within close proximity of each other.
Policy M 1.5: Promote alternatives to automobile travel in rural town center areas and rural town areas by linking these areas through pedestrian walkways, trails, and bicycle routes.
Goal M 2: Reduction of vehicle trips and emissions through effective management of travel demand, transportation systems, and parking.
Policy M 2.1: Encourage the reduction of home-to-work trips through the promotion of home-based businesses, live-work units, and telecommuting.
Policy M 2.2: Encourage trip reduction through promotion of carpools, vanpools, shuttles, and public transit.
Policy M 2.3: In evaluating new development proposals, require trip reduction measures to relieve congestion and reduce air pollution from vehicle emissions.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Policy M 2.4: Develop multi-modal transportation systems that offer alternatives to automobile travel by implementing the policies regarding regional transportation, local transit, bicycle routes, trails, and pedestrian access contained in this Mobility Element.
Policy M 2.5: As residential development occurs in communities, require transportation routes, including alternatives to automotive transit, to link to important local destination points such as shopping, services, employment, and recreation.
Policy M 2.6: Within rural town center areas, explore flexible parking regulations such as allowing residential and commercial development to meet parking requirements through a combination of on-site and off-site parking, where appropriate, or encouraging the provision of different types of parking spaces.
Goal M 3: An efficient network of major, secondary, and limited secondary highways to serve the Antelope Valley.
Policy M 3.1: Implement the adopted Highway Plan for the Antelope Valley, in cooperation with the cities of Lancaster and Palmdale. Ensure adequate funding on an ongoing basis through financing programs, such as grants, congestion pricing, bonding, fair share cost assignments, etc.
Policy M 3.2: In rural areas, require rural highway standards that minimize the width of paving and placement of curbs, gutters, sidewalks, street lighting, and traffic signals, as adopted by the Department of Public Works.
Policy M 3.3: Implement highway improvements only when necessitated by increasing traffic or new development or for safety reasons.
Policy M 3.4: Maintain existing highways to ensure safety, and require adequate street and house signage for emergency response vehicles.
Policy M 3.5: As future land use changes occur, periodically review traffic counts and traffic projections and revise the Highway Plan accordingly.
Goal M 4: A network of local streets that support the rural character of the unincorporated Antelope Valley without compromising public safety.
Policy M 4.1: Require rural local street standards that minimize the width of paving and placement of curbs, gutters, sidewalks, street lighting, and traffic signals, as adopted by the Department of Public Works.
Policy M 4.2: Maintain existing local streets to ensure safety, and require adequate signage for emergency response vehicles.
Policy M 4.3: Encourage ongoing maintenance of private local streets to ensure public safety.
Goal M 5: Long-haul truck traffic is separated from local traffic, reducing the impacts of truck traffic on local streets and residential areas.
Policy M 5.2: Direct truck traffic to designated truck routes and prohibit truck traffic on designated scenic routes, to the greatest extent feasible.
Policy M 5.3: Require that designated truck routes are designed and paved to accommodate truck traffic, preventing excessive pavement deterioration from truck use
Policy M 5.5: Develop appropriate regulations for truck parking on local streets to avoid impacts to residential areas.
Goal M 6: A range of transportation options to connect the Antelope Valley to other regions.
Policy M 6.8: In planning for all regional transportation systems, consider and mitigate potential impacts to existing communities, and minimize land use conflicts.
Goal M 7: Bus service is maintained and enhanced throughout the Antelope Valley.
Policy M 7.2: Support increases in bus service to heavily traveled areas and public facilities, such as parks and libraries.
Policy M 7.3: Support increases in bus service to rural communities, linking them to a regional transportation hub in Palmdale and shopping and employment centers in Lancaster and Palmdale.
Policy M 7.4: Improve access for all people, including seniors, youth, and the disabled, by maintaining off-peak service and equipping transit services for wheelchairs and bicycles.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Policy M 7.5: Encourage the use of advanced technologies in the planning and operation of the transit system.
Goal M 8: Alternative transit options in areas not reached by bus service.
Policy M 8.2: Evaluate the feasibility of alternative transit options, such as community shuttle services and privately operated transit, to increase accessibility.
Goal M 9: A unified and well-maintained bicycle transportation system throughout the Antelope Valley with safe and convenient routes for commuting, recreation, and daily travel.
Policy M 9.2: Along streets and highways in rural areas, add safe bicycle routes that link to public facilities, a regional transportation hub in Palmdale, and shopping and employment centers in Lancaster and Palmdale.
Policy M 9.3: Ensure that bikeways and bicycle routes connect communities and offer alternative travel modes within communities.
Policy M 9.4: Encourage provision of bicycle racks and other equipment and facilities to support the use of bicycles as an alternative means of travel.
Goal M 10: A unified and well-maintained multi-use (equestrian, hiking, and mountain bicycling) trail system that links destinations such as rural town centers and recreation areas throughout the Antelope Valley.
Policy M 10.2: Connect new development to existing population centers with trails, requiring trail dedication and construction through the development review and permitting process.
Policy M 10.3: Maximize fair and reasonable opportunities to secure additional trail routes (dedicated multi-use trail easements) from willing property owners.
Policy M 10.4: Ensure trail access by establishing trailheads with adequate parking and access to public transit, where appropriate and feasible.
Policy M 10.5: Locate and design trail routes to minimize impacts to sensitive environmental resources and ecosystems.
Policy M 10.6: Where trail connections are not fully implemented, collaboratively work to establish safe interim connections.
Policy M 10.7: Ensure that existing trails and trailheads are properly maintained by the relevant agencies.
Policy M 10.8: Solicit community input to ensure that trails are compatible with local needs and character.
Goal M 11: A continuous, integrated system of safe and attractive pedestrian routes linking residents to rural town center areas, schools, services, transit, parks, and open space areas.
Policy M 11.1: Improve existing pedestrian routes and create new pedestrian routes, where appropriate and feasible. If paving is deemed necessary, require permeable paving consistent with rural community character instead of concrete sidewalks.
Policy M 11.2: Within rural town center areas, require that highways and streets provide pleasant pedestrian environments and implement traffic calming methods to increase public safety for pedestrians, bicyclists, and equestrian riders.
Policy M 11.3: Within rural town center areas, promote pedestrian-oriented scale and design features, including public plazas, directional signage, and community bulletin boards.
Policy M 11.4: Within rural town center areas, encourage parking to be located behind or beside structures, with primary building entries facing the street. Encourage also the provision of direct and clearly delineated pedestrian walkways from transit stops and parking areas to building entries.
Policy M 11.5: Implement traffic calming methods in areas with high pedestrian usage, such as school zones.
Water Resources Goal COS 1: Growth and development are guided by water supply constraints.
Policy COS 1.1: Require that all new development proposals demonstrate a sufficient and sustainable water supply prior to approval.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Policy COS 1.2: Limit the amount of potential development in areas that are not or not expected to be served by existing and/or planned public water infrastructure through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy COS 1.3: Limit the amount of potential development in groundwater recharge areas through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy COS 1.4: Promote the use of recycled water, where available, for agricultural and industrial uses and support efforts to expand recycled water infrastructure.
Goal COS 2: Effective conservation measures provide an adequate supply of clean water to meet the present and future needs of humans and natural ecosystems.
Policy COS 2.1: Require new landscaping to comply with applicable water efficiency requirements in the County Code.
Policy COS 2.2: Require low-flow plumbing fixtures in all new developments.
Policy COS 2.3: Require onsite stormwater infiltration in all new developments through the use of appropriate measures, such as permeable surface coverage, permeable paving of parking and pedestrian areas, catch basins, and other low impact development strategies.
Policy COS 2.4: Discourage water intensive recreational uses, such as golf courses, unless recycled water is used to sustain these uses.
Policy COS 2.5: Discourage the use of potable water for washing outdoor surfaces.
Policy COS 2.6: Support experiments in alternate forms of water provision and re-use, such as “air to water technology” and gray water systems.
Policy COS 2.7: Limit use of groundwater sources to their safe yield limits.
Policy COS 2.8: Coordinate with federal, state, regional and local agencies to develop and implement new technologies in water management.
Goal COS 3: A clean water supply untainted by natural and man-made pollutants and contaminants.
Policy COS 3.1: Discourage the use of chemical fertilizers, herbicides and pesticides in landscaping to reduce water pollution.
Policy COS 3.2: Restrict the use of septic systems in areas adjacent to aqueducts and waterways to prevent wastewater intrusion into the water supply.
Policy COS 3.3: Require a public or private sewerage system for land use densities that would threaten nitrate pollution of groundwater if unsewered, or when otherwise required by County regulations.
Policy COS 3.4: Support preservation, restoration and strategic acquisition of open space to preserve natural streams, drainage channels, wetlands, and rivers, which are necessary for the healthy functioning of ecosystems.
Policy COS 3.5: Protect underground water supplies by enforcing controls on sources of pollutants.
Policy COS 3.6: Support and encourage water banking facilities throughout the Antelope Valley, including within Significant Ecological Areas.
Biological Resources Goal COS 4: Sensitive habitats and species are protected to promote biodiversity.
Policy COS 4.1: Direct the majority of the unincorporated Antelope Valley’s future growth to rural town centers and economic opportunity areas, minimizing the potential for habitat loss and negative impacts in Significant Ecological Areas.
Policy COS 4.2: Limit the amount of potential development in Significant Ecological Areas including the Joshua Tree Woodlands, wildlife corridors, and other sensitive habitat areas, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy COS 4.3: Require new development in Significant Ecological Areas to comply with applicable Zoning Code requirements, ensuring that development occurs on the most environmentally suitable portions of the land.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Policy COS 4.4: Require new development in Significant Ecological Areas, to consider the following in design of the project, to the greatest extent feasible: • Preservation of biologically valuable habitats, species, wildlife corridors and linkages; • Protection of sensitive resources on the site within open space; • Protection of water sources from hydromodification in order to maintain the ecological function of riparian habitats; • Placement of development in the least biologically sensitive areas on the site, prioritizing the preservation or avoidance of the most sensitive biological resources onsite; • Design of required open spaces to retain contiguous undisturbed open space that preserves the most sensitive biological resources onsite and/or serves to maintain connectivity; • Maintenance of watershed connectivity by capturing, treating, retaining and/or infiltrating storm water flows on site; and • Consideration of the continuity of onsite open space with adjacent open space in project design.
Policy COS 4.5: Subject to local, state or federal laws, require new development to provide adequate buffers from preserves, sanctuaries, habitat areas, wildlife corridors, State Parks, and National Forest lands, except within Economic Opportunity Areas.
Policy COS 4.6: Encourage connections between natural open space areas to allow for wildlife movement.
Policy COS 4.7: Restrict fencing in wildlife corridors. Where fencing is necessary for privacy or safety, require appropriate development standards that maximize opportunities for wildlife movement.
Policy COS 4.8: Ensure ongoing habitat preservation by coordinating with the California Department of Fish and Game to obtain the latest information regarding threatened and endangered species.
Scenic Resources Goal COS 5: The Antelope Valley's scenic resources, including scenic drives, water features, significant ridgelines, buttes, and Hillside Management Areas, are enjoyed by future generations.
Policy COS 5.1: Identify and protect natural landforms and vistas with significant visual value, such as the California Poppy Preserve, by designating them as Scenic Resource Areas.
Policy COS 5.2: Except within economic opportunity areas, limit the amount of potential development in Scenic Resource Areas through appropriate land use designations with very low densities in order to minimize negative impacts from future development.
Policy COS 5.3: Require new development in Hillside Management Areas to comply with applicable Zoning Code requirements, ensuring that development occurs on the most environmentally suitable portions of the land.
Policy COS 5.4: Require appropriate development standards in Hillside Management Areas that minimize grading and alteration of the land's natural contours, ensure that development pads mimic natural contours, and ensure that individual structures are appropriately designed to minimize visual impacts.
Policy COS 5.5: Require adequate erosion control measures for all development in Hillside Management Areas, both during and after construction.
Policy COS 5.7: Ensure that incompatible development is discouraged in designated Scenic Drives by developing and implementing development standards and guidelines for development within identified viewsheds of these routes (Map 4.2: Antelope Valley Scenic Drives).
Agricultural Resources Goal COS 6: Farming is a viable profession for Antelope Valley residents, contributing to the Valley's rural character and economic strength.
Policy COS 6.1: Limit the amount of potential residential development in Agricultural Resource Areas (Map 4.3: Agricultural Resource Areas) through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan, minimizing the potential for future land use conflicts.
Policy COS 6.2: Limit incompatible non-agricultural uses in Agricultural Resource Areas. Where non-agricultural uses are necessary to meet regional or community needs, require buffering and appropriate development standards to minimize potential conflicts with adjacent agricultural uses.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Policy COS 6.4: Encourage the establishment of community farms, community gardens, and similar agricultural operations to produce local food and demonstrate the history, importance, and value of agriculture in the Antelope Valley.
Policy COS 6.5: Encourage the establishment of local farmer markets, roadside stands, wineries and tasting rooms, and other forms of "agricultural tourism" throughout the Antelope Valley to expand potential sources of farm income.
Policy COS 6.8: Support innovative agricultural business practices, such as agricultural tourism and farmers' cooperatives, necessary for adapting to changing economic and environmental conditions by streamlining regulations.
Policy COS 7.1: Promote agricultural uses which sequester carbon and fix nitrogen.
Policy COS 7.2: Support the use of alternative and renewable energy systems in conjunction with agricultural activities.
Policy COS 7.3: Encourage sustainable agricultural and water quality best management practices such as runoff detention basins, use of vegetation filter strips, and organic farming.
Policy COS 7.4: Ensure that agricultural activity is managed to minimize soil erosion and the release of contaminants into surface and groundwater resources.
Air Quality COS 9: Improved air quality in the Antelope Valley.
Policy COS 9.1: Implement land use patterns that reduce the number of vehicle trips, reducing potential air pollution, as directed in the policies of the Land Use Element.
Policy COS 9.2: Develop multi-modal transportation systems that offer alternatives to automobile travel to reduce the number of vehicle trips, including regional transportation, local transit, bicycle routes, trails, and pedestrian networks, as directed in the policies of the Mobility Element.
Policy COS 9.3: In evaluating new development proposals, consider requiring trip reduction measures to relieve congestion and reduce air pollution from vehicle emissions.
Policy COS 9.4: Promote recycling and composting throughout the Antelope Valley to reduce air quality impacts from waste disposal activities and landfill operations.
Policy COS 9.7: Encourage reforestation and the planting of trees to sequester greenhouse gas emissions.
Energy Goal COS 10: Diverse energy systems that utilize existing renewable or waste resources to meet future energy demands.
Policy COS 10.1: Encourage the use of non-hazardous materials in all individual renewable energy systems and all utility-scale renewable energy production facilities to prevent the leaching of potentially dangerous run-off materials into the soil and watershed.
Policy COS 10.2: Ensure that all individual renewable energy systems and all utility-scale renewable energy production facilities do not interfere with commercial and military flight operations or communication facilities. Consult with Edwards Air Force Base and U. S. Air Force Plant 42 on all proposed renewable energy projects that require discretionary approval.
Policy COS 10.6: Encourage the development of Conversion Technologies such as anaerobic digestion and gasification for converting post recycled residual waste into renewable fuels and energy.
Goal COS 11: Energy systems for use in public facilities that reduce consumption of non-renewable resources while maintaining public safety.
Policy COS 11.2: Promote the use of solar-powered lighting for highways, streets, and public facilities, including parks and trails.
Policy COS 11.3: Promote the use of renewable energy systems in public facilities, such as hospitals, libraries, and schools, to ensure access to power in the case of major disasters.
Goal COS 12: Individual energy systems for onsite use that reduce consumption of non-renewable resources and dependence on utility-scale energy production facilities.
Policy COS 12.1: Promote the use of individual renewable energy systems throughout the County to complement and reduce dependence upon utility-scale renewable energy facilities.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Goal COS 14: Energy infrastructure that is sensitive to the scenic qualities of the Antelope Valley and minimizes potential environmental impacts.
Policy COS 14.1: Require that new transmission lines be place underground whenever physically feasible.
Policy COS 14.2: If new transmission lines cannot feasibly be placed underground due to physical constraints, require that they be collocated with existing transmission lines, or along existing transmission corridors, whenever physically feasible.
Policy COS 14.3: If new transmission lines cannot be feasibly be placed underground or feasibly collocated with existing transmission lines or along existing transmission corridors due to physical constraints, direct new transmission lines to locations where environmental and visual impacts will be minimized.
Policy COS 14.4: Discourage the placement of new transmission lines on undisturbed lands containing sensitive biotic communities.
Policy COS 14.5: Discourage the placement of new transmission lines through existing communities or through properties with existing residential uses.
Policy COS 14.7: Require that electrical power lines in new residential developments be placed underground.
Dark Night Skies Goal COS 15: Humans and wildlife enjoy beautiful dark Antelope Valley skies unimpeded by light pollution.
Policy COS 15.1: Ensure that outdoor lighting, including street lighting, is provided at the lowest possible level while maintaining safety.
Policy COS 15.2: Prohibit continuous all-night outdoor lighting in rural areas, unless required for land uses with unique security concerns, such as fire stations, hospitals, and prisons.
Policy COS 15.3: Replace outdated, obtrusive, and inefficient light fixtures with fixtures that meet dark sky and energy efficiency objectives.
Policy 15.4: Require compliance with the provisions of the Rural Outdoor Lighting District throughout the unincorporated Antelope Valley.
Vegetation Conservation Goal COS 16: Native vegetation thrives throughout the Antelope Valley, reducing erosion, flooding, and wind-borne dust and sand.
Policy COS 16.2: Maximize the use of native vegetation in landscaped areas, provided that vegetation meets all applicable requirements of the Fire Department and the Department of Public Works.
Green Building Goal COS 17: Buildings are sustainable, conserving energy, water, and other resources, and limiting greenhouse gas emissions.
Policy COS 17.1: Promote green building techniques for the construction and operation of public and private buildings in the unincorporated Antelope Valley.
Policy COS 17.2: Require that new buildings be sited and designed in a manner that maximizes efficient use of natural resources, such as air and light, to reduce energy consumption, heat profiles, and greenhouse gas emissions.
Policy COS 17.4: Promote the use of individual renewable energy systems and require appropriate development standards for such systems to minimize potential impacts to surrounding properties. Simplify the permitting process for individual renewable energy systems that meet these development standards.
Policy COS 17.5: Protect active and passive solar design elements and systems from shading by neighboring structures and trees through appropriate development standards.
Policy COS 17.6: Require new landscaping to comply with applicable water efficiency requirements in the County Code.
Policy COS 17.7: Require low-flow plumbing fixtures in all new developments.
Policy COS 17.8: Require onsite stormwater infiltration in all new developments through use of appropriate measures, such as permeable surface coverage, permeable paving of parking and pedestrian areas, catch basins, and other low impact development strategies.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Policy COS 17.9: Require reduction, reuse, and recycling of construction and demolition debris.
Open Space Goal COS 18: Permanently preserved open space areas throughout the Antelope Valley.
Policy COS 18.1: Encourage government agencies and conservancies to acquire mitigation lands in the following areas and preserve them as permanent open space: • Significant Ecological Areas, including Joshua Tree Woodlands, wildlife corridors, and other sensitive habitat areas: • Hillside Management Areas; • Scenic Resource Areas, including water features such as the privately owned portion of Elizabeth Lake, significant ridgelines, buttes, and other natural landforms; • Land adjoining preserves, sanctuaries, State Parks, and National Forests; and • Privately owned lands within the National Forest.
Policy COS 18.3: Maintain permanently preserved open space areas to ensure attractiveness and safety.
Policy COS 18.4: Pursue funding for open space acquisition and maintenance on an ongoing basis.
Policy COS 18.5: Provide parks and recreational facilities, as directed in the policies of the Public Safety, Services, and Facilities Element.
Goal COS 19: New development meets open space objectives while maintaining rural character.
Policy COS 19.1: When new development is required to preserve open space, require designs with large contiguous open space areas that maximize protection of environmental and scenic resources.
Policy COS 19.2: Allow large contiguous open space areas to be distributed across individual lots so that new development preserves open space while maintaining large lot sizes that are consistent with a rural environment, provided that such open space areas are permanently restricted through deed restrictions.
Policy COS 19.3: Pursue innovative strategies for open space acquisition and preservation through the land development process, such as Transfers of Development Rights, Land Banking, and Mitigation Banking, provided that such strategies preserve rural character.
Fire Hazards Goal PS 1: Protection of the public through fire hazard planning and mitigation.
Policy PS 1.1: Limit the amount of potential master-planned development in Very High Fire Hazard Severity Zones through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy PS 1.2: Require that all new developments provide sufficient access for emergency vehicles and sufficient evacuation routes for residents and animals.
Policy PS 1.3: Promote fire prevention measures, such as brush clearance and the creation of defensible space, to reduce fire protection costs.
Policy PS 1.4: Provide strict enforcement of the Fire Code and all Fire Department policies and regulations.
Geological Hazards Goal PS 2: Protection of the public through geological hazard planning and mitigation.
Policy PS 2.1: Limit the amount of potential development in Seismic Zones and along the San Andreas Fault and other fault traces, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy PS 2.2: Limit the amount of development on steep slopes (Hillside Management Areas) and within landslide and liquefaction areas, through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy PS 2.3: Prohibit the construction of new structures on or across a fault trace.
Policy PS 2.4: Ensure that new development does not cause or contribute to slope instability.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Flood Hazards Goal PS 3: Protection of the public through flood hazard planning and mitigation.
Policy PS 3.1: Limit the amount of potential development in Flood Zones designated by the Federal Emergency Management Agency through appropriate land use designations with very low residential densities, as indicated in the Land Use Policy Map (Map 2.1) of this Area Plan.
Policy PS 3.2: Require onsite stormwater filtration in all new developments through use of appropriate measures, such as permeable surface coverage, permeable paving of parking and pedestrian areas, catch basins, and other low impact development strategies.
Policy PS 3.3: Review the potential local and regional drainage impacts of all development proposals to minimize the need for new drainage structures.
Policy PS 3.4: Ensure that new drainage structures are compatible with the surrounding environment by requiring materials and colors that are consistent with the natural landscape. Discourage concrete drainage structures.
Law Enforcement Goal PS 4: Protection of public safety through law enforcement and crime prevention strategies.
Policy PS 4.1: Support an increased law enforcement presence in every Antelope Valley community and explore new funding mechanisms to expand law enforcement services.
Policy PS 4.2: Support a strong law enforcement presence on highways and streets to strictly enforce speed limits and other vehicle safety laws.
Policy PS 4.3: Promote and support neighborhood watches to create more eyes and ears in the community.
Policy PS 4.4: Educate the public on crime prevention programs and resources offered by the Sheriff's Department.
Policy PS 5.1: Support neighborhood preservation programs, such as graffiti abatement, removal of abandoned or inoperable vehicles, and removal of trash and debris.
Policy PS 5.2: Strictly enforce laws against illegal dumping and support the Antelope Valley Illegal Dumping Task Force.
Policy PS 5.3: Educate the public on existing codes and the value of maintaining their property, encouraging voluntary compliance.
Goal PS 7: Emergency services that respond in a timely manner.
Policy PS 7.1: Require visible addresses on buildings and at entrances to properties as required by the Fire Code.
Policy PS 7.2: Ensure that Fire Stations are adequately staffed.
Policy PS 7.3: Strive for a timely response to every call for service.
Parks and Recreation Goal PS 8: Antelope Valley residents enjoy access to parks and recreational facilities.
Policy PS 8.1: Maintain existing parks to ensure attractiveness and safety and make improvements as necessary. Ensure adequate funding on an ongoing basis.
Policy PS 8.2: Provide recreational activities at parks that serve all segments of the population.
Policy PS 8.3: Provide new parks as additional development occurs or as the population grows, with a goal of four acres of parkland for every 1,000 residents.
Policy PS 8.4: Prioritize new parks for existing park deficient communities.
Policy PS 8.5: Encourage the use of school playgrounds and sporting fields for community recreation ("joint use") when school is not in session.
Policy PS 8.6: Within rural town center areas, promote the inclusion of parks, recreational facilities, and other gathering places that allow neighbors to meet and socialize.
Policy PS 8.7: Provide trails, bikeways, and bicycle routes for recreational purposes, as directed in the policies of the Mobility Element.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Schools Goal PS 10: A wide range of educational opportunities for Antelope Valley residents.
Policy PS 10.1: Coordinate with all Antelope Valley school districts to ensure that new schools are provided as additional development occurs or as the population grows.
Policy PS 10.2: Encourage new schools to locate in rural town center areas, rural town areas, and economic opportunity areas, where they will be accessible by pedestrian walkways, trails, bikeways, and bicycle routes.
Policy PS 10.3: Encourage new schools to locate near parks and recreational facilities.
Policy PS 10.4: Encourage the use of school playgrounds and sporting fields for community recreation ("joint use") when school is not in session.
Policy PS 10.5: Promote the creation of a four-year public university in the Antelope Valley to provide opportunities for continuing education and workforce development.
Libraries Goal PS 11: Antelope Valley residents enjoy easy access to public library services.
Policy PS 11.1: Maintain existing public libraries and make improvements as necessary. Ensure adequate funding on an ongoing basis.
Policy PS 11.2: Expand public library collections and services to meet community needs.
Policy PS 11.3: Provide new public libraries as additional development occurs or as the population grows.
Policy PS 11.4: Encourage new public libraries to locate in rural town center areas, rural town areas, and economic opportunity areas, where they will be accessible by pedestrian walkways, trails, bikeways, and bicycle routes.
Policy PS 11.5: Provide bookmobile services in areas that are not served by permanent public libraries.
Policy PS 11.6: Encourage the use of technology in library operations to increase efficiency and accessibility.
Health Facilities Goal PS 12: A range of facilities and service that maintain the health and well-being of Antelope Valley residents at all ages and income levels.
Policy PS 12.1: Provide preventative health services to reduce the need for emergency medical care.
Policy PS 12.3: Support existing community health care clinics in rural areas by preventing the encroachment of incompatible land uses. Allow expansion when required to meet community needs.
Policy PS 12.4: Encourage the development of new community health care clinics where required to meet community needs. Encourage these clinics to locate in rural town center areas and economic opportunity areas, where they will be accessible by pedestrian walkways, trails, bikeways, and bicycle routes.
Goal ED1: A healthy and balanced economic base in the Antelope Valley that attracts a wide range of industries and businesses and provides high-paying jobs for local residents.
High-tech Manufacturing Policy ED 1.1: Promote the continued development of regional commercial and industrial employment centers in economic opportunity areas in the Antelope Valley.
Policy ED 1.3: Support the growth of "high-tech" industries to employ the Antelope Valley population's highly educated workforce.
Agriculture Policy ED 1.7: Promote farming and other agricultural activities that contribute to the Antelope Valley economy.
Policy ED 1.8: Promote alternative sources of income for farmers, including commercial and industrial activities, to supplement their income during low production years and encourage them to continue farming in the Antelope Valley.

EXHIBIT K ANTELOPE VALLEY AREA PLAN GOALS AND POLICIES
Goal/Policy
Policy ED 1.9: Support water management projects, including the use of modern technology to increase available water supply in the area, in conjunction with the Integrated Regional Water Management Plan.
Renewable Energy Policy ED 1.10: Promote small-scale, household based renewable energy systems to enable Antelope Valley residents to become energy independent.
Construction and Housing Policy ED 1.14: Promote appropriate types of residential development in the vicinity of existing communities and town centers that are in reach of existing infrastructure and utilities.
Policy ED 1.15: Where appropriate, promote residential development as part of a wider mixed-use strategy in communities that desire such uses in their areas and where plans for major infrastructure and facilities are currently underway. These areas have been identified as economic opportunity areas as shown in the Land Use Policy Map (Map 2.1) of this Area Plan.
Recreation, Tourism and Filmmaking Policy ED 1.16: Preserve the scenic resources of the Antelope Valley, including Scenic Drives, Significant Ridgelines and Significant Ecological Areas, in such a way that can contribute to the economic activities in the area.
Policy ED 1.19: Promote the creation of a four-year public university in the Antelope Valley to provide opportunities for continuing education and workforce development.
Policy ED 1.20: Support the development of a range of travel options that better connect the Antelope Valley to existing regional trade and employment centers in other regions, including the High Desert Corridor and the Northwest 138 Corridor Improvement Project, as directed in the policies of the Mobility Element.
AVAP: Antelope Valley Area Plan; EOA: Economic Opportunity Area; SEA: Significant Ecological Area; HMA: Hillside Management Area; SR: State Route; PDFs: Project Design Features; MMs: Mitigation Measures; SCAG: Southern California Association of Governments; GHG: greenhouse gasses; TMA: Transportation Management Association; ITE: Institute of Traffic Engineers; TDM: Transportation Demand Management; LLMD: Landscape and Lighting Maintenance District; MU: Mixed Use; WRF: wastewater reclamation facility; LID: low impact development; IPM: Integrated Pest Management; CGS: California Geological Survey; MRF/SWTF: materials recovery facility/solid waste transfer facility; kV: kilovolt; EIR: environmental impact report; BMP: Best Management Practice; WUSD: Westside Union School District; AVUHSD: Antelope Valley Union High School District; CUP: Conditional Use Permit, I/C: Institutional/Civic.

~~DRAFT~~

EXHIBIT L

Form of Estoppel Certificate

[Attached on following pages]

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Exhibit L – Form of Estoppel Certificate

RECORDING REQUESTED BY:

LOS ANGELES COUNTY DEPT. OF REGIONAL PLANNING

AND WHEN RECORDED MAIL TO:

Property Owner
Property Owner Address

Attention: General Counsel

Exempt from Recording Fees (Govt. Code §§ 6103 and 27383)

ESTOPPEL CERTIFICATE FOR DEVELOPMENT AGREEMENT BY AND AMONG LOS ANGELES COUNTY, TEJON RANCHCORP AND CENTENNIAL FOUNDERS, LLC

This ETOPPEL CERTIFICATE (this "Certificate"),effective as of_____, 20__ ("Effective Date"), is made by the COUNTY OF LOS ANGELES, a body corporate and a political subdivision of the State of California ("County") and provided to and for the benefit of [CENTENNIAL FOUNDERS, LLC, a Delaware Limited Liability Company] and [TEJON RANCHCORP, a California corporation] ("Property Owners").

RECITALS

A. In accordance with the Development Agreement Statute, of the State of California (Government Code Section 65864 *et seq.*), Title 22, Chapter 22.16, Part 4 of the Los Angeles County Code, and the implementing procedures of the County, the County acting through its Board of Supervisors, approved a Development Agreement for a project as therein described (the "Project") on Property as therein described located within Los Angeles County, by adopting Ordinance No. _____, on _____, ~~2018~~2019 (the "Development Agreement"). [If any amendments have been made, identify such amendments in this recital and revise defined terms accordingly.] The Property is described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Development Agreement was recorded in the Office of the Recorder of the County of Los Angeles, State of California (the "Official Records") on_____, ~~201__~~,2019, as Instrument No. _____. The Development Agreement has a term of thirty (30) years commencing on _____, ~~20__~~.2019. Unless otherwise defined in this Certificate, all initially capitalized defined terms used in this Certificate shall have the respective meanings given them in such Development Agreement.

C. The Development Agreement provides for the development of the Property, in the manner described in the Centennial Specific Plan approved by the County on ~~_____, 2018~~_____, 2019, and as provided for by the Project Approvals.

D. Pursuant to Section 5.2 of the Development Agreement, the Property Owners may request that the County provide this Certificate for the purpose of representing that (a) the Development Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that the Development Agreement is in full force and effect as modified and stating the date and nature of such modifications; (b) that there are no known current uncured defaults under the Development Agreement or specifying the dates and nature of any such known default; and (c) as to any other reasonable information requested by the Property Owners.

E. County has received a request from the Property Owner[s] to provide this Certificate.

NOW, THEREFORE, the County certifies, represents and warrants for the benefit of the Property Owners and all those holding title in the Property as follows:

1. Development Agreement in Effect. The Development Agreement is in full force and effect, and County has not agreed to any amendment of any provision of the Development Agreement [other than as expressly identified in the Recital A of this Certificate].

2. Compliance with Development Agreement. Property Owners are, to the current knowledge of the County, and based on the County's investigation during the Annual Review, in good faith compliance with the Development Agreement, as required by Section 65865.1 of the Development Agreement Act.

3. No Defaults. To the actual knowledge of County, no default on the part of Property Owners, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Property Owners, exists under the Development Agreement.

4. [Other Information Requested. As provided in Section 5.2 of the Development Agreement, the Property Owners have requested that the County certify, represent and warrant that _____.]

5. Determinations Conclusive. This Certificate constitutes and shall evidence the County's conclusive determination of the matters set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, County has caused this Certificate to be duly executed on its behalf as of the Effective Date.

COUNTY OF LOS ANGELES, a body politic and political subdivision of the State of California

By: _____
_____, Chair
Board of Supervisors

DATE: _____

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

By: _____
_____, Deputy

DATE: _____

ATTEST:

_____
Executive Officer-Clerk of the Board of Supervisors

By: _____

DATE:_____

Exhibit L – Form of Estoppel Certificate

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me,_____, Notary Public in and for said state, personally appeared_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, before me,_____, Notary Public in and for said state, personally appeared_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

[To be attached on following pages