Appendix F

NOTICE OF PREPARATION AND SCOPING COMMENTS

NOTICE OF PREPARATION
PARKWAY VILLAGE SPECIFIC PLAN

DATE: **FEBRUARY 27, 2024**

TO: **STATE CLEARINGHOUSE AND INTERESTED PARTIES**

FROM: **CITY OF LANCASTER**
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND PERMITTING DIVISION

SUBJECT: **NOTICE OF PREPARATION (NOP) OF A DRAFT ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE PARKWAY VILLAGE SPECIFIC PLAN**

The City of Lancaster is the Lead Agency in charge of environmental review for the proposed Parkway Village Specific Plan ("Project"). The City has determined that an Environmental Impact Report (EIR) shall be prepared to evaluate potential effects on the environment. The City is soliciting comments from reviewing agencies and the public regarding the scope and content of the EIR. For reviewing agencies, the City requests comments with respect to your agency's statutory authority pertaining to the Project. Your agency may need to use the EIR prepared by the City when considering applicable permits or other approvals for the Project. The City is also seeking comments from residents, property owners, and other interested parties regarding the potential environmental effects the City should address in the EIR.

Comment Period: Comments may be sent anytime during the 30-day Notice of Preparation (NOP) comment period. The NOP review and comment period begins on February 27, 2024 and ends on March 28, 2024. All comments must be received during the comment period and no later than 5:00 PM on March 28, 2024. Please include the name of a contact for your agency, if applicable. All comments should be directed to:

City of Lancaster
Attention: Jocelyn Swain, Senior Planner
44933 Fern Avenue
Lancaster, California 93534

Comments may also be emailed to jswain@cityoflancasterca.gov.

Scoping Meeting: Oral comments may be provided at the Scoping Meeting to be held on March 14, 2024 from 5:00 PM to 6:00 PM in the City of Lancaster Council Chambers. The Council Chambers are located at 44933 Fern Avenue, Lancaster, CA 93534.

Project Location:

The project site consists of approximately 435 acres in the central portion of the City. The project site is generally bound by Avenue K, Sierra Highway, 10th Street West, Avenue K-8, and the eastern side of the apartment complexes at approximately 6th Street West. The specific assessor parcels numbers (APNs) included within the project site include the following: 3128-001-005, -008, -009, -015 thru -019, -021, -022; 3128-002-001 thru -005, -014, -017 thru -020, -900, -901; 3128-004-011, -013, -017, -024, -025, -900, -902, -903; 3128-005-001 thru -038; 3128-006-001 thru -007, -009, -010, -017 thru -025, -027 thru -029, -031, -032, -046, -049 thru -052, -054 thru -060, -062 and -900 thru -906. The Montecito Apartment Complex at the northeast corner of Avenue L and 10th Street West and the gas station at the southeast corner of Avenue K-8 and 10th Street West are not part of the project site.

Project Description:

The City of Lancaster is proposing to develop the Parkway Village Specific Plan, which would provide direction for development within the plan area over a 20-year period. This plan seeks to provide a mixed-use, walkable community with a variety of commercial, residential, medical, and open space/public uses. The residential uses would include traditional single family residences, single family residences on smaller lots, townhomes, condominiums and apartment complexes. The project site would be divided into multiple planning areas dedicated to different types of uses. These planning areas are shown on the attached map.

The maximum development allowed by the Parkway Village Specific Plan will be analyzed in the EIR to provide a conservative estimate of the potential impacts from the Project. The maximum development allowed by the specific plan would include the uses listed below. Additionally, the property currently occupied/owned by St. Paul's Episcopal Church and the existing commercial uses at the southwest corner of Avenue K and Sierra Highway would remain.

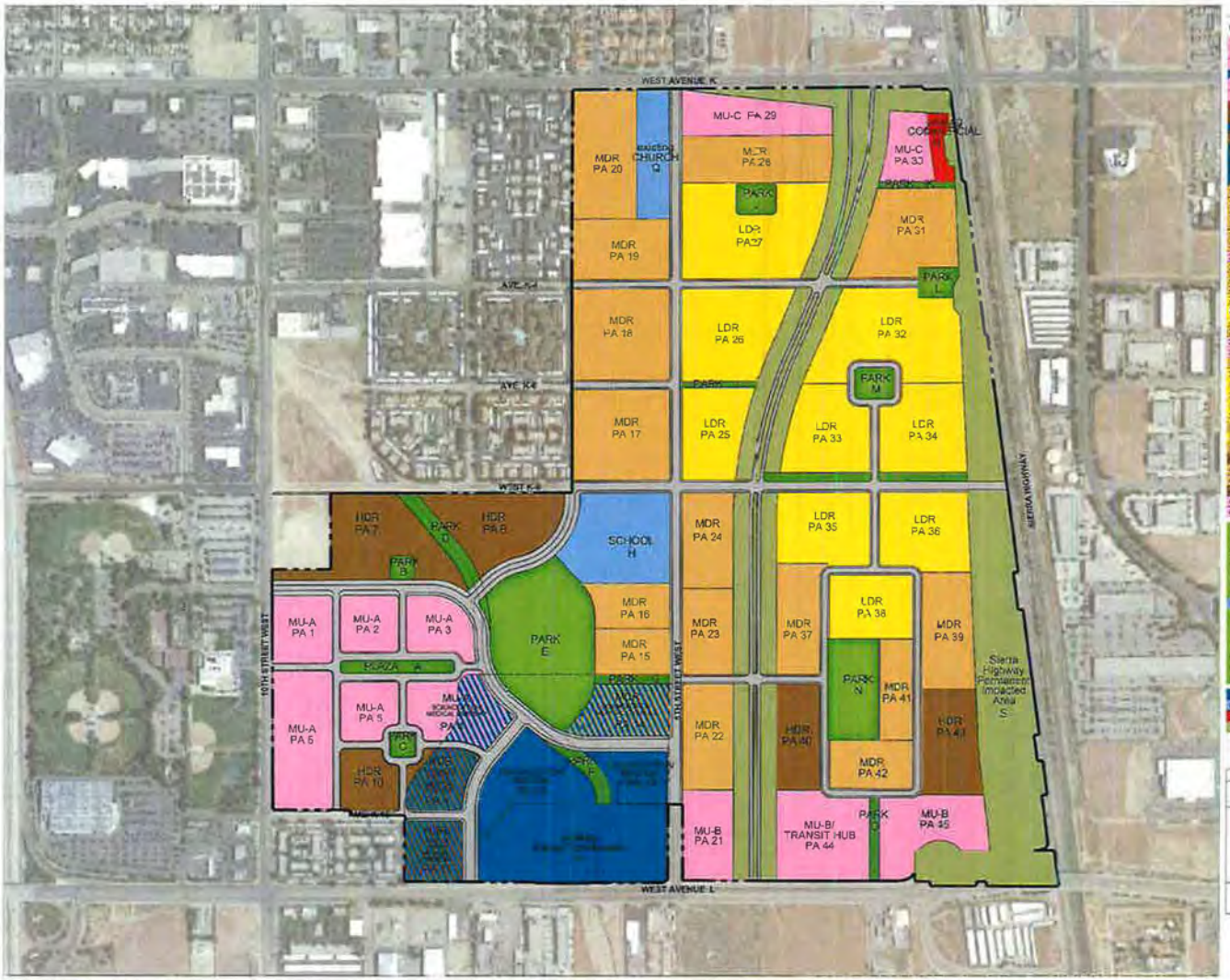
- 4,246 residential units;
- A total of 130 hotel rooms in one or more hotels;
- 150,000 square feet of commercial in the Mixed Use - A areas;
- 415,000 square feet of office, medical office, assisted/supportive living, and uses supportive of office including restaurants, financial institutions, professional services, etc., in the Mixed Use – B areas. The Mixed Use – B area (specifically Planning Area 44) may include a transit hub;
- 185,000 square feet of commercial uses including indoor technical schools, fitness centers and gymnasiums in the Mixed Use – C area;
- 8.7 acres for school uses;
- 30.2 acres for parks of varying sizes;
- 200 bed hospital and up to 500,000 square feet of medical-related uses including skilled nursing, assisted living supporting Kaiser's needs.

Scope of the EIR:

It is anticipated that the EIR will address potentially significant impacts associated the following topical areas:

- Aesthetics
- Air Quality and Greenhouse Gas Emissions
- Biological Resources
- Cultural, Paleontological and Tribal Resources
- Energy
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Utilities and Service Systems

Based on the location of the project site, the proposed project would not result in significant impacts with respect to Agriculture/Forestry Resources, Mineral Resources; or Wildfires. Therefore, these topics will be address in the Effects Found Not To Be Significant Section of the EIR.



SITE SUMMARY

PA	USES	ACREAGE	DENSITY du/acre	UNITS
1	Mixed-Use A	3.3	30	117
2	Mixed-Use A	3.3	30	96
3	Mixed-Use A	3.5	30	105
4	Mixed-Use A (Science/Tech/Medical Overlay)	3.3	30	183
5	Mixed-Use A	3.1	30	93
6	Mixed-Use A	6.1	30	183
7	High Density Residential (HDR)	8.7	40	348
8	High Density Residential (HDR)	7.1	40	284
9	High Density Residential (HDR) (Science/Tech/Medical Overlay)	3.5	40	140
10	High Density Residential (HDR)	8.2	40	328
11	High Density Residential (HDR) (Science/Tech/Medical Overlay)	3.5	40	140
12	Science/Tech/Medical Campus	6.3		
13	Science/Tech/Medical Campus	3.3		
14	Moderate Density Residential (MDR) (Science/Tech/Medical Overlay)	4.3	15	65
15	Moderate Density Residential (MDR)	3.3	15	50
16	Moderate Density Residential (MDR)	3.5	15	53
17	Moderate Density Residential (MDR)	8.7	15	131
18	Moderate Density Residential (MDR)	8.7	15	131
19	Moderate Density Residential (MDR)	5.8	15	87
20	Moderate Density Residential (MDR)	8.1	15	122
21	Mixed-Use B	4.5		
22	Moderate Density Residential (MDR)	5.3	15	80
23	Moderate Density Residential (MDR)	4.3	15	65
24	Moderate Density Residential (MDR)	4.8	15	72
25	Low Density Residential (LDR)	5.3	9	48
26	Low Density Residential (LDR)	8.6	9	69
27	Low Density Residential (LDR)	11.5	9	92
28	Moderate Density Residential (MDR)	6.9	15	104
29	Mixed-Use C	5.5	8	44
30	Mixed-Use C	3.1	8	25
31	Moderate Density Residential (MDR)	7.8	15	117
32	Low Density Residential (LDR)	12.3	9	90
33	Low Density Residential (LDR)	9.5	9	32
34	Low Density Residential (LDR)	7.0	8	56
35	Low Density Residential (LDR)	5.5	8	13
36	Low Density Residential (LDR)	6.6	9	54
37	Moderate Density Residential (MDR)	4.8	15	72
38	Low Density Residential (LDR)	5.2	8	42
39	Moderate Density Residential (MDR)	5.8	15	87
40	High Density Residential (HDR)	4.5	40	180
41	Moderate Density Residential (MDR)	3.3	15	50
42	Moderate Density Residential (MDR)	4	15	60
43	High Density Residential (HDR)	5.3	40	212
44	Mixed-Use B	7.9		
45	Mixed-Use B	9.5		
A	Mixed-Use Plaza	1.4		
B	Park	0.6		
C	Park	0.6		
D	Park	1.8		
E	Park	13.7		
F	Park	3.1		
G	Park/Paseo	0.7		
H	School	8.7		
I	Park/Paseo	0.4		
J	Park	1.2		
K	Park/Paseo	0.5		
L	Park	3.3		
M	Park	1.3		
N	Park	5.1		
O	Park	0.8		
CH	Existing Karen Pentecostal	1.8		
CH	Existing Church	4.1		
C	Existing Commercial	1.2		
S	Future Sierra Highway Impacted Area	7.5		
	Circulation and Pathways	41.7		
	Total Area	434.7		4,146

ADDITIONAL USES

MIXED-USE A	Up to 150,000 SF of Commercial uses Hotel (s) total up to 120 rooms
MIXED-USE B	Transit Focus Up to 415,000 SF of Office, Medical Office, Assisted/ Supportive Living per other submedical uses May also include uses supportive of office space, small restaurant, financial institutions, office supply/retail, professional services
MIXED-USE C	Up to 185,000 SF of Commercial, include by indoor athletic, schools, fitness centers, and gyms/studios

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Architecture + Planning
888.456.5849
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CITY OF LANCASTER
44933 North Fern Avenue
Lancaster, CA 93534

PARKWAY VILLAGE
LANCASTER, CA # 2020-0703

CONCEPTUAL DESIGN
FEBRUARY 22, 2024

LAND USE PLAN

SP.01

CALIFORNIA
AIR RESOURCES BOARD

Gavin Newsom, Governor
Yana Garcia, CalEPA Secretary
Liane M. Randolph, Chair

March 28, 2024

Jocelyn Swain, Senior Planner
City of Lancaster California
44933 Fern Avenue
Lancaster, California 93534
jswain@cityoflancasterca.gov

Dear Ms. Swain:

I am writing in response to the Notice of Preparation (NOP) for the Parkway Village Specific Plan. CARB works to support the State's long-term climate goals by engaging with local jurisdictions and lead agencies as they evaluate the greenhouse gas (GHG) impacts of new development during the California Environmental Quality Act (CEQA) process. Specifically, CARB has an interest in encouraging new residential and mixed-use development to demonstrate consistency with the 2022 Scoping Plan for Achieving Carbon Neutrality (2022 Scoping Plan).[1] As noted in Appendix D, Local Actions, of the 2022 Scoping Plan (Appendix D), "Local government efforts to reduce greenhouse gas (GHG) emissions within their jurisdiction are critical to achieving the State's long-term climate goals."

The Parkway Village Specific Plan proposes to create a mixed-use community with residential, commercial, and open space uses. The specific plan will provide direction for the development of the plan area over a 20-year period. Up to 4,246 residential units could be built under a maximum development scenario. When assessing GHG impacts in the CEQA document to be prepared for this project, CARB recommends that the evaluation include a robust discussion of the project's consistency with the recommendations in Appendix D. Appendix D identifies three priority areas for local government actions. These areas represent GHG reduction opportunities over which local governments have the most authority, as well as having the highest potential for meaningful GHG reductions. These three priority areas are:

- Reduction in vehicle miles traveled (VMT)
- Transportation electrification
- Building decarbonization

Table 3 of Appendix D recommends a combination of key project attributes that have a demonstrated ability to reduce GHG from residential and mixed-use development in each priority area. CARB suggests that the GHG analysis in the environmental review document closely examine the project's implementation of these project attributes. These project attributes promote a broad range of transportation alternatives, compact development

[1] *https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan/2022-scoping-plan-documents*

patterns, energy efficiency, and incorporate equity and environmental justice. Table 3 is shown below:

Table 3 – Key Residential and Mixed-Use Project Attributes that Reduce GHGs

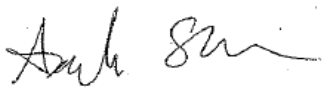
Priority Areas	Key Project Attributes
Transportation Electrification	Provides EV charging infrastructure that, at minimum, meets the most ambitious voluntary standard in the California Green Building Standards Code at the time of project approval
VMT Reduction	Is located on infill sites that are surrounded by existing urban uses and reuses or redevelops previously undeveloped or underutilized land that is presently served by existing utilities and essential public services (e.g., transit, streets, water, sewer)
	Does not result in the loss or conversion of natural and working Lands
	Consists of transit-supportive densities (minimum of 20 residential dwelling units per acre), or Is in proximity to existing transit stops (within a half mile), or Satisfies more detailed and stringent criteria specified in the region's SCS
	Reduces parking requirements by: Eliminating parking requirements or including maximum allowable parking ratios (i.e., the ratio of parking spaces to residential units or square feet); or Providing residential parking supply at a ratio of less than one parking space per dwelling unit; or

	For multifamily residential development, requiring parking costs to be unbundled from costs to rent or own a residential unit.
	At least 20 percent of units included are affordable to lower-income residents
	Results in no net loss of existing affordable units
Building Decarbonization	Uses all-electric appliances without any natural gas connections and does not use propane or other fossil fuels for space heating, water heating, or indoor cooking

To the extent that the environmental analysis finds the project's GHG impacts to be significant and unavoidable, CARB recommends that the project's sponsors mitigate those impacts following the mitigation hierarchy included in Appendix D. This hierarchy suggests prioritizing on-site design measures to mitigate any GHG impacts, followed by off-site GHG-reduction measures in the vicinity of the project, and finally non-local off-site GHG reduction measures. If mitigation is pursued through the purchase of carbon-offset credits, Appendix D recommends prioritizing credits that originate in the same air basin as the project, or if none exist within the air basin, credits that originate in California.

CARB appreciates the opportunity to provide early feedback to the City of Lancaster on the upcoming environmental review for the Parkway Village Specific Plan. The project presents the City with a chance to approve development that will be both sustainable and equitable for its citizens. If you have any questions about this letter or would like to meet with CARB staff, please feel free to contact Pedro Peterson at (279) 208-7367 or by email at pedro.peterson@arb.ca.gov.

Sincerely,



Annalisa Schilla, Ph.D., Assistant Division Chief, Sustainable Transportation and Communities Division, California Air Resources Board
Annalisa.Schilla@arb.ca.gov

cc: See next page.

cc: Jennifer Gress, Ph.D., Division Chief, Sustainable Transportation and Communities Division, California Air Resources Board
Jennifer.Gress@arb.ca.gov

Carey Knecht, Branch Chief, Sustainable Transportation and Communities Division, Transportation & Land Use Planning Branch
Carey.Knecht@arb.ca.gov

Pedro Peterson, Manager, Sustainable Transportation and Communities Division, Transportation & Land Use Planning Branch, Local Planning Section
Pedro.Peterson@arb.ca.gov

Matt Jones, Air Pollution Specialist, Sustainable Transportation and Communities Division, Transportation & Land Use Planning Branch, Local Planning Section
Matthew.Jones@arb.ca.gov

From: Jones, Brian
To: Swain, Jocelyn; Brian Restivo
Subject: Fwd: [EXTERNAL] Re: Bowlero Lancaster 43233 Sierra Highway LANCASTER CA 93534 Sands Bowl - Lancaster, CA (879)
Date: Thursday, March 28, 2024 2:23:59 PM
Attachments: image003.png

You don't often get email from bjones@bowlerocorp.com. Learn why this is important

Good afternoon Jocelyn,

My name is Brian Jones and I am the Sr Real Estate Asset Manager for Bowlero Corp; operators of Bowlero Lancaster on Sierra highway in Lancaster CA.

I am writing to express my general objection to the proposed taking in regards to our property located at 43233 Sierra Highway. As an interest party with tenancy, and an established business, we have full plans to remain in business for the foreseeable future. Any taking of any part of the property occupied by Bowlero would be detrimental to not only our business, but our employees, guests, and the community at large. We are a long standing operator within the community, with over 34 employees and 90K annual visits. As such we object to any proposed plan that would affect our ability to operate our business, as well as to serve and employ the community.

Thank you for your time and consideration.

Brian Jones
Senior Property and Asset Manager
Bowlero Corporation

AMF | Bowlero | Lucky Strike

E: BJones@Bowlerocorp.com
C: 908.285.3196



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<Parkway Village SP Notice of Preparation.PDF>
<Parkway Village SP Notice of Preparation - Land Use Map.pdf>

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California Department of Transportation

AERONAUTICS PROGRAM
DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–40 | SACRAMENTO, CA 94273–0001
(916) 654-4959
www.dot.ca.gov

March 26, 2024

Ms. Jocelyn Swain Electronically Sent: jswain@cityoflancasterca.org

Senior Transportation Planner
City of Lancaster
44933 Fern Ave
Lancaster, CA 93534

Re: SCH #2024020979 – Parkway Village Specific Plan

Dear Ms. Swain

The California Department of Transportation, Caltrans Aeronautics has reviewed the Notice of Preparation (NOP) of a Draft EIR for the Parkway Specific Plan project. One of the goals of the California Department of Transportation, Aeronautics Program, is to assist cities, counties, and Airport Land Use Commissions (ALUC) or their equivalent, to understand and comply with the State Aeronautics Act pursuant to the California Public Utilities Code (PUC), Section 21001 et seq. Caltrans encourages collaboration with our partners in the planning process and thanks you for including the Aeronautics Program in the review of the NOP.

The proposal is for a 435-acre planned community. The project site is located approximately 2.2 miles of the Palmdale Regional Airport.

In accordance with CEQA, Public Resources Code Section 21096, the California Airport Land Use Planning Handbook (Handbook) must be utilized as a resource in the preparation of environmental documents for projects within airport land use compatibility plan boundaries, or if such a plan has not been adopted, within two miles of an airport. The Handbook is a resource for all public use airports and is available online at: https://dot.ca.gov/-/media/dot-media/programs/aeronautics/documents/californiaairportlanduseplanninghandbook-a11y.pdf

Noise Compatibility Policies

The project site is located within the 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour for the Palmdale Regional Airport as shown in the Los Angeles County

Airport Land Use Compatibility Plan (ALUCP). The proposal appears to be inconsistent with compatibility criteria in the ALUCP. The ALUCP recommends reviewing the noise insulation needs for residential structures.

Due to its proximity to the airport, the project site may be subject to aircraft overflights and subsequent aircraft-related noise impacts. Since communities vary greatly in size and character from urban to rural, the level of noise deemed acceptable in one community is not necessarily the same for another community.

Federal and State regulations regarding aircraft noise do not establish mandatory criteria for evaluating the compatibility of proposed land use development around airports (with the exception of the 65 dB CNEL "worst case" threshold established in the California Code of Regulations (CCR: Title 21 CCR, §5006, §5012) for the designated "noise problem" airports). For most airports in California, 65 dB CNEL is considered too high a noise level to be appropriate as a standard for land use compatibility planning. This is particularly the case for evaluating new development in the vicinity of the airport. The 60 dB CNEL, or even 55 dB CNEL, may be more suitable for new development around most airports.

While airports do not have mitigation requirements for single event noise occurrences under FAA regulations, aircraft operations may cause noticeable noise annoyance from single events that result in impacts such as sleep disturbance. Consideration should also be given to cumulative noise impacts associated with the project site's proximity to roadways and railway lines.

Sound insulation, buyer notification and avigation easements are typical noise mitigation measures. These measures, however, do not change exterior aircraft noise levels. It is likely that some future homeowners and tenants will be annoyed by aircraft noise in this area. Noise mitigation measures are not a substitute for land use compatibility planning for new development.

Noise Sensitive Land uses

The proposed Project is a noise-sensitive land use and project, per the Public Utilities Code 21669.5(3) "Noise-sensitive land use" means residential uses, including detached single-family dwellings, multifamily dwellings, highrise apartments or condominiums, mobilehomes, public and private educational facilities, hospitals, convalescent homes, churches, synagogues, temples, and other places of worship" and (4) "Noise-sensitive project" means a project involving new construction or reconstruction for a planned noise-sensitive land use within an airport's 65 decibels CNEL or higher noise contour."

New Residential Development in 65 CNEL
Pursuant to the California Code of Regulations (CCR: Title 21 CCR, §5006), 65 CNEL is "the level of noise acceptable to a reasonable person residing in the vicinity of an airport" and is the standard basis for an acceptable level of aircraft noise per the Airport Noise Standard, CCR: Title 21 CCR, §5012.

While construction practices can reduce interior noise levels to 45 dB, residents would not be expected to remain indoors continuously. When outside or when opening windows or doors, they would remain subjected to 65 dB from regular aircraft overflights. These considerations are consistent with Caltrans Aeronautics California Land Use Planning Handbook (Handbook). The Handbook's guidance with the California Building Code (Title 24 CCR, Handbook PG 3-4) seeks to minimize the number of people exposed to frequent and/or high levels of aircraft noise capable of disrupting noise sensitive activities. Title 24 CCR discusses interior noise levels further for "dwellings other than detached single-family residences." For purposes of airport land use compatibility planning, Caltrans advises that 65 dB CNEL is not an appropriate criterion for new noise-sensitive development around most airports. At a minimum, communities should assess the suitability and feasibility of setting a lower standard for new residential and other noise-sensitive development. (Handbook, PG 4-7).

If new residential development is allowed within the airport's 65dB CNEL contour, all residential units should be constructed to ensure an interior CNEL due to aircraft noise of 45 dB or less in all habitable rooms. Additionally, to prevent this project from increasing the airport's noise impact area (NIA), each residential unit should grant to the airport proprietor an avigation easement for aircraft noise. The construction methods and the easement, however, will not change exterior aircraft noise levels. It is likely that future residents will be annoyed by the aircraft noise in this area. The Federal Aviation Administration (FAA), Neighborhood Environmental Survey (2021) may also be reviewed as supplementary research material to understand the impacts of aircraft noise exposure on communities around commercial service airports in the United States. The percentage of those surveyed who were highly annoyed by aircraft noise increased monotonically with increasing noise exposure. Moreover, the Lead Agency should consider the negative health affects attributed to increased exposure to aircraft noise.

Housing

Caltrans Aeronautics stresses the importance of considering the compatibility policies in the ALUCP, with references in the Caltrans Aeronautics Handbook for supplemental guidance. Additionally, as an unfortunate commonality in California, Caltrans Aeronautics understands that the City/County is facing affordable housing supply shortages and is looking for new areas to accommodate residential developments.

Consequently, environmental justice and equity concerns should also be reviewed for consistency with goals identified in the California Transportation Plan 2050 (CTP 2050) and the California Aviation System Plan 2020 (CASP 2020). Caltrans Aeronautics notes that new laws regarding the provision of housing do not supersede existing laws, including Section 21670 of the California Public Utilities Code, which require counties to establish ALUCs and compatibility plans to protect public health, safety, and welfare.

Intent to Overrule

If the ALUC determines that the proposed action is inconsistent with the airport land use compatibility plan, the referring agency shall be notified. The local agency may, after a public hearing, propose to overrule the ALUC by a two-thirds vote of its governing body after it makes specific findings. At least 45 days prior to the decision to overrule the ALUC, the local agency's governing body shall provide to the ALUC and Caltrans a copy of the proposed decision and findings. Caltrans reviews and comments on the specific findings a local government intends to use when proposing to overrule an ALUC. Also, pursuant to the PUC 21670 et seq., findings should show evidence that the local agency is minimizing "…the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses."

The intent to override an ALUCP should not be taken lightly. PUC Section 21675.1(f) provides: "If a city or county overrules the commission pursuant to subdivision (d) with respect to a publicly owned airport that the city or county does not operate, the operator of the airport is not liable for damages to property or personal injury resulting from the City/County decision to proceed with the action, regulation, or permit."

Closing Statements

An ALUCP is crucial in minimizing noise nuisance and safety hazards around airports while promoting the orderly development in the vicinity of airports, as declared by the California Legislature. A responsibility of the ALUC is to assess potential risk to aircraft and persons in airspace and people occupying areas within the vicinity of the airport.

These comments reflect the areas of review by Caltrans Aeronautics with respect to airport-related noise, safety, and land use planning issues. Thank you for the opportunity to review and comment on this proposal. If you have any questions, please contact me at <phone number>, or by email at <email>.

Sincerely,

Vincent Ray
Aviation Planner

c: Matthew Friedman, Senior Planner, Caltrans Aeronautics Program
California State Clearing House

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Making Conservation a California Way of Life

March 26, 2024

Jocelyn Swain, Senior Planner
Planning and Permitting Division
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

RE: The Parkway Village Specific Plan
SCH # 2024020979
Vic. LA-14/PM R65.67 to R66.75
GTS # LA-2024-04471-NOP-AL

Dear Jocelyn Swain

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above-referenced NOP. The City of Lancaster is proposing to develop the Parkway Village Specific Plan, which would provide direction for development within the plan area over a 20-year period. This plan seeks to provide a mixed-use, walkable community with a variety of commercial, residential, medical, and open space/public uses. The residential uses would include traditional single-family residences, single-family residences on smaller lots, townhomes, condominiums, and apartment complexes. The project site would be divided into multiple planning areas dedicated to different types of uses. The maximum development permitted would allow for 4,246 residential units, 130 hotel rooms, 750,000 sf commercial/office, a 200-bed hospital, and up to 500,000 square feet of medical-related uses, 8.7 acres for schools, and 30.2 acres for parks. A transit hub is also envisioned as part of the specific plan.

The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. Senate Bill 743 (2013) has codified into CEQA law and mandated that CEQA review of transportation impacts of proposed development be modified by using Vehicle Miles Traveled (VMT) as the primary metric in identifying transportation impacts for all future development projects. You may reference the Governor's Office of Planning and Research (OPR) for more information:

https://opr.ca.gov/ceqa/#guidelines-updates

As a reminder, VMT is the standard transportation analysis metric in CEQA for land use projects after July 1, 2020, which is the statewide implementation date.

Caltrans is aware of the challenges that the region faces in identifying viable solutions to alleviating congestion on State and Local facilities. With limited room to expand vehicular capacity, all developments in the General Plan should incorporate multi-modal and complete street transportation elements that will actively promote alternatives to car use and better manage existing parking assets. Prioritizing and allocating space to efficient modes of travel such as bicycling and public transit can allow streets to transport more people in a fixed amount of right-of-way.

Caltrans supports the implementation of complete streets and pedestrian safety measures such as road diets and other traffic calming measures. Please note the Federal Highway Administration (FHWA) recognizes the road diet treatment as a proven safety countermeasure, and the cost of a road diet can be significantly reduced if implemented in tandem with routine street resurfacing. Overall, the environmental report should ensure all modes are served well by planning and development activities. This includes reducing single occupancy vehicle trips, ensuring safety, reducing vehicle miles traveled, supporting accessibility, and reducing greenhouse gas emissions.

We encourage the Lead Agency to evaluate the potential of Transportation Demand Management (TDM) strategies and Intelligent Transportation System (ITS) applications in order to better manage the transportation network, as well as transit service and bicycle or pedestrian connectivity improvements. For additional TDM options, please refer to the Federal Highway Administration's *Integrating Demand Management into the Transportation Planning Process: A Desk Reference* (Chapter 8). This reference is available online at:

http://ops.fhwa.dot.gov/publications/fhwahop12035/fhwahop12035.pdf

Also, Caltrans has published the VMT-focused Transportation Impact Study Guide (TISG), dated May 20, 2020 and the Caltrans Interim Land Development and Intergovernmental Review (LD-IGR) Safety Review Practitioners Guidance, prepared on December 18, 2020. You can review those document at the following link:

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-05-20-approved-vmt-focused-tisg-a11y.pdf

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-12-22-updated-interim-ldigr-safety-review-guidance-a11y.pdf

Potential environmental effects of the Project should include the Transportation section with VMT analysis in the Draft Environmental Impact Report. To address all future development traffic safety concerns, for the City's consideration, Caltrans recommends the Lead Agency include queuing analysis with actual signal timing for existing traffic conditions plus project trips at the impacted off-ramps such as at I-14 and Avenue K and I-14 and W Ave L.

Caltrans encourages lead agencies to prepare traffic safety impact analysis for this Specific Plan in the California Environmental Quality Act (CEQA) review process using Caltrans guidelines above on the State facilities so that, through partnerships and collaboration, California can reach zero fatalities and serious injuries by 2050.

If you have any questions, please feel free to contact Mr. Alan Lin the project coordinator at (213) 269-1124 and refer to GTS # LA-2024-04471-NOP-AL.

Sincerely,

Miya Edmonson

MIYA EDMONSON
LDR/CEQA Branch Chief

email: State Clearinghouse

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
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GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

March 27, 2024

Jocelyn Swain
City of Lancaster
44933 Fern Avenue
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jswain@cityoflancasterca.gov

SUBJECT: PARKWAY VILLAGE SPECIFIC PLAN (PROJECT) NOTICE OF PREPARATION (NOP) OF A DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR) SCH# 2024020979; LOS ANGELES COUNTY, CA

Dear Jocelyn Swain,

The California Department of Fish and Wildlife (CDFW) has reviewed the above-referenced NOP for the Project pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.[1]

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, CDFW appreciates the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species (*Id.*, § 1802). Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381). CDFW expects that it may need

[1] CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

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to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority (Fish & G. Code, § 1600 et seq.). Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the project proponent may seek related take authorization as provided by the Fish and Game Code.

PROJECT DESCRIPTION SUMMARY

Proponent: City of Lancaster

Objective: The Project proposes to develop and implement the Parkway Village Specific Plan (Plan). The Plan would provide direction for development within the Project area over a 20-year period. The Plan would provide a variety of commercial, residential, medical, and public use areas. Residential uses would vary from single family residences, townhomes, condominiums, to apartment complexes. The Project area would be divided into multiple planning areas dedicated to different types of uses. The St. Paul's Episcopal Church and existing commercial uses would remain. The maximum development allowed by the Plan would include:

- 4, 246 total residential units;
- 130 hotel rooms in one or more hotels;
- Mixed Use - A area: 150,000 square feet of commercial space;
- Mixed Use – B area: 415,000 square feet of office, medical office, assisted/supportive living, and uses supportive of office space, including (e.g., restaurants, financial institutions, professional services, transit hub, etc.);
- Mixed Use – C area: 185,000 square feet of commercial uses that would include technical school, fitness centers, and gymnasiums;
- 8.7 acres for school uses;
- 30.2 acres for parks of varying sizes; and
- 200 bed hospital and up to 500,000 square feet of medical-related uses.

Location: The Project area consists of approximately 435 acres in the central portion of the City, Los Angeles County. The Project area is bound by West Avenue L to the south, 10th Street West to the west, Avenue K to the north, and Sierra Highway to the east. The Montecito Apartment Complex in the northeast corner of Avenue L and 10th Street West and the gas station in the southeast corner of Avenue K-8 and 10th Street West are not part of the Project area.

Biological Setting: The Project area lies within the Antelope Valley, which is part of the Antelope Valley Regional Conservation Investment Strategy (AVRCIS). The Project area is primarily vacant with some developed parcels along the borders of the area. The developed areas have existing buildings that serve varying uses (e.g., commercial,

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medical, church, etc.). The Project area is bisected by West Avenue K-8 that runs east to west and 5th Street West that runs north to south. Beyond the immediate borders of the Project area lies Sergeant Steve Owen Memorial Park to the west, railroad tracks to the east, residential communities to the north, and vacant land to the south. Based on aerial imagery, off-road vehicular tracks, trash, encampments, and unpaved/paved roads are present throughout the Project area.

A biological assessment of the Project area was not provided in the NOP. Based on aerial imagery, the vacant land north of West Avenue K-8 appears to be barren with patches of desert scrub habitat. Vegetation south of West Avenue K-8 appears to be a mix of desert scrub communities, grassland, and multiple western Joshua trees (*Yucca brevifolia*; CESA candidate species). In the southwest portion of the Project area, there appears to be an earthen drainage. CDFW is concerned that the Project has the potential to impact the following special-status wildlife species: Crotch's bumble bee (*Bombus crotchii*; CESA candidate species), desert tortoise (*Gopherus agassizii*; CESA listed-threatened, Endangered Species Act (ESA) listed-threatened), Mohave ground squirrel (*Xerospermophilus mohavensis*; CESA listed-threatened), coast horned lizard (*Phrynosoma blainvillii*; California Species of Special Concern (SSC)), northern California legless lizard (*Anniella pulchra*; SSC), alkali mariposa lily (*Calochortus striatus*; California Rare Plant Rank (CRPR) 1B.2), Lancaster milk-vetch (*Astragalus preussii var. laxiflorus*; CRPR 1B.1), raptors, and migratory birds. No mitigation is proposed in the NOP for this Project.

COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist the City in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct, and indirect impacts on fish and wildlife (biological) resources.

Specific Comments

1) Cumulative Impacts. According to the AVRCIS, the cities within the Antelope Valley provide important natural resources (e.g., natural vegetation communities, watercourses, etc.) that support a variety of focal species (i.e., desert tortoise, Mohave ground squirrel, alkali mariposa lily) with high conservation priorities given their conservation status and limited distribution throughout the region (DMCA 2021). Complete buildout of the Plan area would result in the permanent loss of natural resources and have an adverse impact on local wildlife species.

   Accordingly, CDFW recommends the DEIR evaluate the Project's potential cumulative impacts on biological resources and whether the AVRCIS may apply. The Project may have a "significant effect on the environment" if the possible effects of the Project are individually limited but cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and

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the effects of probable future projects [Pub. Resources Code, § 21083(b)]. The City's conclusions regarding the significance of the Project's cumulative impact should be justified and supported by evidence to make those conclusions. Specifically, if the City concludes that the Project would not result in cumulative impacts on biological resources, the City "shall identify facts and analysis supporting the City's conclusion that the cumulative impact is less than significant" [CEQA Guidelines section § 15130(a)(2)].

When using a threshold of significance, the DEIR should briefly explain how compliance with the threshold means that the Project's impacts are less than significant. A threshold of significance is an identifiable quantitative, qualitative, or performance level of a particular environmental effect [CEQA Guidelines, § 15064.7]. Compliance with the threshold does not relieve the City's obligation to consider substantial evidence indicating that the Project's environmental effects may still be significant [CEQA Guidelines, § 15064(b)(2)]. Alternatively, if the City concludes that the Project might contribute to a significant cumulative impact, but the contribution will be rendered less than cumulatively considerable through implementation of mitigation measures, the DEIR should briefly explain how the contribution has been rendered by the City to be less than cumulatively considerable. The City "shall identify facts and analysis supporting the City's conclusion that the contribution will be rendered less than cumulatively considerable" [CEQA Guidelines section, § 15130(a)(3)].

2) Local Wildlife Movement. The Project area is surrounded by existing development on all sides except for discontinuous vacant land to the south. Local wildlife that utilizes the Project area would be forced to move further south onto areas that CDFW has reviewed for future development (i.e., Palmdale Warehouse and various pre consultations). Developing the entire Project area would reduce natural habitat and contribute to further habitat fragmentation in the local vicinity of the Project area, presenting more challenges for local wildlife movement. CDFW recommends the City analyze whether the Project would impact local wildlife movement. Impacts include, but are not limited to, habitat loss and fragmentation, narrowing of wildlife corridors, and introduction of barriers to wildlife movement. CDFW also recommends that the City discuss and consider how the Project aligns with the AVRCIS for protection of wildlife corridors and removal of movement barriers. Technical detail such as data, maps, diagrams, and similar relevant information should be provided to permit full assessment of significant environmental impacts by reviewing agencies and members of the public (CEQA Guidelines, §15147). If avoidance of corridor encroachment is not feasible, the DEIR should provide measures to mitigate the Project's significant impacts to wildlife movement. CDFW recommends the City considers conservation actions outlined in the AVRCIS when drafting mitigation measures related to wildlife movement.

3) CESA. Crotch's bumble bee, desert tortoise, and Mohave ground squirrel have potential to occur within the Project area and are protected under CESA. CDFW considers adverse impacts to a species protected by CESA to be significant without mitigation under CEQA. As to CESA, take of any endangered, threatened, candidate

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species, or CESA-listed plant species that results from the Project is prohibited, except as authorized by state law (Fish & G. Code §§ 2080, 2085; Cal. Code Regs., tit. 14, §786.9).

CDFW recommends the DEIR provide a thorough discussion of habitat suitability for these CESA protected species within the Project area. In addition to habitat suitability, the City should fully discuss the potential direct and indirect impacts on these species that would occur from the Project and subsequent projects facilitated by the Plan. Impacts should be analyzed on a species-specific level and evaluate habitat (i.e., nesting, foraging, floral resources, refugia), species population on a local/regional scale, and direct injury/harm of a species. If the Project would have impacts, the DEIR should provide measures to avoid, minimize, and mitigate potential impacts to the species and associated habitat. The City should consider species-specific conservation actions outlined in the AVRCIS for focal species when drafting mitigation measures.

CDFW recommends the City incorporate a measure in the DEIR that would require individual project proponents to retain a qualified biologist with the appropriate handling permits to survey for Crotch's bumble bee, Mohave ground squirrel, and/or desert tortoise prior to ground-disturbing activities, if suitable habitat is present. The qualified biologist should conduct focused surveys at the appropriate period, when the species are easily detectable, and adhere to species-specific protocols developed by wildlife agencies (i.e., CDFW, United States Fish and Wildlife Services (USFWS)). Species-specific protocols are available at CDFW's Survey and Monitoring Protocols and Guidelines (CDFW 2024a). Survey findings should be provided to the City for review prior to the issuance of City permits.

Consequently, if the Project or any Project-related activity will result in take of a species designated as endangered or threatened, or a candidate for listing under CESA, CDFW recommends that the Project proponent seek appropriate take authorization under CESA prior to implementing the Project. Appropriate authorization from CDFW may include an Incidental Take Permit (ITP) or a consistency determination in certain circumstances, among other options [Fish & G. Code, §§ 2080.1, 2081, subds. (b) and (c)]. Early consultation is encouraged, as significant modification to a Project and mitigation measures may be required to obtain a CESA Permit. Revisions to the Fish and Game Code, effective January 1998, may require that CDFW issue a separate CEQA document for the issuance of an ITP unless the Project CEQA document addresses all Project impacts to CESA-listed species and specifies a mitigation monitoring and reporting program that will meet the requirements of an ITP. For these reasons, biological mitigation monitoring and reporting proposals should be of sufficient detail and resolution to satisfy the requirements of a CESA ITP.

4) Western Joshua Tree. Western Joshua trees are present within the Project area. In addition to protection under CESA, the Western Joshua Tree Conservation Act (WJTCA) also protects western Joshua trees. The WJTCA was enacted in July 2023

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and prohibits the importation, export, take, possession, purchase, or sale of any western Joshua tree in California unless authorized by CDFW (CDFW 2024b).

If any living or dead western Joshua tree is present within a Project site, the Project proponent would need to obtain the appropriate permit from CDFW prior to ground-disturbing activities. CDFW recommends that the City retain a qualified biologist to conduct a western Joshua tree census throughout the entire Project area. Findings from the western Joshua tree census should be disclosed in the DEIR for public review.

In addition to disclosing the census findings in the DEIR, CDFW recommends that the City provide a discussion on the Project's direct and indirect impacts on individual western Joshua trees and seedbank. Moreover, it should be disclosed in the DEIR whether the City intends to remove all of the western Joshua trees or retain a certain number of western Joshua trees. If the City intends to remove all trees from the Project area, the City should state whether removal of western Joshua trees would occur all at once or in phases. If western Joshua trees remain on site, negative impacts may occur as a result of dust and soil compaction from nearby construction activities. Lastly, the City should disclose in the DEIR whether the Project proponent intends to obtain an incidental permit or any other appropriate take authorization under CESA or obtain permit under the WJTCA (Fish & G. Code, §§ 1927-1927.12). If conventional take authorization under CESA is proposed, the DEIR should also include analysis of the Project's impact on the seedbank of western Joshua trees.

5) Lake and Streambed Alteration. From aerial imagery, there appears to be an earthen drainage in the southwest portion of the Project area. Additionally, the California Streams dataset identifies an unnamed blue line stream in the southwest portion of the Project area (CDFW 2024c). The DEIR should discuss the wetland impacts which could occur as a result of Project activities. CDFW has regulatory authority over activities in streams that will divert or obstruct the natural flow, or change the bed, channel, or bank (which may include associated riparian resources) of any river, stream, or lake or use material from a river, stream, or lake. For any such activities, the Project applicant (or "entity") must provide written notification to CDFW pursuant to section 1600 et seq. of the Fish and Game Code. Based on this notification and other information, CDFW determines whether a Lake and Streambed Alteration Agreement (LSAA) with the applicant is required prior to conducting the proposed activities. CDFW's issuance of a LSAA for a project that is subject to CEQA will require CEQA compliance actions by CDFW as a Responsible Agency. CDFW recommends that the City assess whether notification is appropriate. A Notification package for a LSAA may be obtained by accessing CDFW's web site at http://www.wildlife.ca.gov/Conservation/LSA.

6) Rare Plants. According to CNDDB, alkali mariposa lily was observed in 2016 less than half a mile from the Project area. Additionally, Lancaster milk-vetch inhabits desert scrub communities within the region and has been recorded on multiple occurrences within the City of Lancaster (Calflora 2024). Impacts to plant species with a CRPR 1B.2

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and 1B.1 should be analyzed in the DEIR as they meet the definition of endangered, rare, or threatened species (CEQA Guidelines, § 15380). CDFW recommends that the City provides full disclosure of the Project's impact on rare plants and their associated seedbank. CDFW also recommends the City incorporate measures in the DEIR that avoid, minimize, and mitigate potential impacts on rare plants and supporting habitat. The City should also retain a qualified biologist with the appropriate handling permits to conduct a rare plant survey throughout the Project area to confirm presence/absence of rare plants. Surveys should adhere to CDFW's Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (CDFW 2018). Findings of the rare plant survey should be disclosed in the DEIR.

7) Species of Special Concern. A review of CNDDB indicates historical observations of coast horned lizard and northern California legless lizard within a mile of the Project area. Additionally, coast horned lizard is considered a focal species with a moderate conservation priority in the AVRCIS. Build out of the Project may result in death or injury of adults, juveniles, eggs, or hatchlings. Moreover, the Project may eliminate foraging, breeding, or nesting habitat and refugia for these species. In preparation of the DEIR, CDFW recommends that City thoroughly discuss the potential for impacts to these SSC, assume their presence, and include mitigation measures which provide compensatory mitigation for Project impacts on SSC.

8) Nesting Birds and Raptors. Avian species may utilize the trees within the Project area as nesting sites. Implementation of the Project during bird breeding and nesting season may result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. The California Fish and Game Code (Sections 3503, 3503.5, and 3513), prohibit take of all birds and their active nests, including raptors and other migratory nongame birds as listed under the Federal Migratory Bird Treaty Act of 1918 (Code of Federal Regulations, Title 50, § 10.13). It is unlawful to take, possess, or needlessly destroy the nest or eggs of any nesting bird.

   CDFW recommends the City provide a discussion of the Project's impact on nesting birds and raptors. Additionally, the City should incorporate measures in the DEIR to fully avoid impacts on nesting birds and raptors. Proposed Project-related ground-disturbing activities and vegetation removal should occur outside of the avian breeding season, which generally runs from February 15 through September 15 (as early as January 1 for some raptors) to avoid take of birds or their eggs.

General Comments

1) Disclosure. The DEIR should provide an adequate, complete, and detailed disclosure about the effect which a proposed project is likely to have on the environment (Pub. Resources Code, § 20161; CEQA Guidelines, § 15151). Adequate disclosure is necessary so CDFW may provide comments on the adequacy of proposed avoidance, minimization, or mitigation measures, as well as to assess the significance of the

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specific impact relative to plant and wildlife species impacted (e.g., current range, distribution, population trends, and connectivity).

2) Mitigation Measures. Public agencies have a duty under CEQA to prevent significant, avoidable damage to the environment by requiring changes in a project through the use of feasible alternatives or mitigation measures [CEQA Guidelines, §§ 15002(a)(3), 15021]. Pursuant to CEQA Guidelines section 15126.4, an environmental document "shall describe feasible measures which could mitigate for impacts below a significant level under CEQA."

   a. Level of Detail. Mitigation measures must be feasible, effective, implemented, and fully enforceable/imposed by the lead agency through permit conditions, agreements, or other legally binding instruments (Pub. Resources Code, § 21081.6(b); CEQA Guidelines, § 15126.4). A public agency "shall provide the measures that are fully enforceable through permit conditions, agreements, or other measures" (Pub. Resources Code, § 21081.6). The DEIR should provide mitigation measures that are specific and detailed (i.e., responsible party, timing, specific actions, location) in order for a mitigation measure to be fully enforceable and implemented successfully via a mitigation monitoring and/or reporting program (Pub. Resources Code, § 21081.6; CEQA Guidelines, § 15097).

   b. Disclosure of Impacts. If a proposed mitigation measure would cause one or more significant effects, in addition to impacts caused by the proposed Project, the DEIR should include a discussion of the effects of proposed mitigation measures [CEQA Guidelines, § 15126.4(a)(1)]. In that regard, the DEIR should provide an adequate, complete, and detailed disclosure about the Project's proposed mitigation measure(s). Adequate disclosure is necessary so CDFW may assess the potential impacts of proposed mitigation measures.

3) Biological Baseline Assessment. An adequate biological resources assessment should provide a complete assessment and impact analysis of the flora and fauna within and adjacent to the Project site and where the Project may result in ground disturbance. The assessment and analysis should place emphasis on identifying endangered, threatened, rare, and sensitive species; regionally and locally unique species; and sensitive habitats. An impact analysis will aid in determining the Project's potential direct, indirect, and cumulative biological impacts, as well as specific mitigation or avoidance measures necessary to offset those impacts. CDFW also considers impacts to SSC a significant direct and cumulative adverse effect without implementing appropriate avoidance and/or mitigation measures. The DEIR should include the following information:

   a. Information on the regional setting that is critical to an assessment of environmental impacts, with special emphasis on resources that are rare or unique to the region [CEQA Guidelines, § 15125(c)]. The DEIR should include measures to fully avoid and otherwise protect Sensitive Natural Communities. CDFW considers Sensitive

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Natural Communities as threatened habitats having both regional and local significance. Natural communities, alliances, and associations with a State-wide rarity ranking of S1, S2, and S3 should be considered sensitive and declining at the local and regional level. These ranks can be obtained by visiting the Vegetation Classification and Mapping Program – Natural Communities webpage (CDFW 2024d);

b. A thorough, recent, floristic-based assessment of special status plants and natural communities following CDFW's Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive natural Communities (CDFW 2018). Botanical field surveys should be comprehensive over the entire Project site, including areas that will be directly or indirectly impacted by the Project. Adjoining properties should also be surveyed where direct or indirect Project effects could occur, such as those from fuel modification, herbicide application, invasive species, and altered hydrology. Botanical field surveys should be conducted in the field at the times of year when plants will be both evident and identifiable. Usually, this is during flowering or fruiting. Botanical field survey visits should be spaced throughout the growing season to accurately determine what plants exist in the Project site. This usually involves multiple visits to the Project site (e.g., in early, mid, and late season) to capture the floristic diversity at a level necessary to determine if special status plants are present;

c. Floristic alliance- and/or association-based mapping and vegetation impact assessments conducted in the Project site and within adjacent areas. The Manual of California Vegetation (MCV), second edition, should also be used to inform this mapping and assessment (CNPS 2024). Adjoining habitat areas should be included in this assessment where the Project's construction and activities could lead to direct or indirect impacts off site;

d. A complete and recent assessment of the biological resources associated with each habitat type in the Project site and within adjacent areas. CDFW's California Natural Diversity Database should be accessed to obtain current information on any previously reported sensitive species and habitat (CDFW 2024e). An assessment should include a minimum nine-quadrangle search of the CNDDB to determine a list of species potentially present in the Project site. A nine-quadrangle search should be provided in the Project's CEQA document for adequate disclosure of the Project's potential impact on biological resources. Please see CNDDB Data Use Guidelines – Why do I need to do this? for additional information (CDFW 2011);

e. A lack of records in the CNDDB does not mean that rare, threatened, or endangered plants and wildlife do not occur. Field verification for the presence or absence of sensitive species is necessary to provide a complete biological assessment for adequate CEQA review [CEQA Guidelines, § 15003(i)];

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f. A complete, recent, assessment of endangered, rare, or threatened species and other sensitive species within the Project site and adjacent areas, including SSC and California Fully Protected Species (Fish & G. Code, §§ 3511, 4700, 5050, and 5515). Species to be addressed should include all those which meet the CEQA definition of endangered, rare, or threatened species (CEQA Guidelines, § 15380). Seasonal variations in use of the Project site should also be addressed such as wintering, roosting, nesting, and foraging habitat. Focused species-specific surveys, conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable, may be required if suitable habitat is present. See CDFW's Survey and Monitoring Protocols and Guidelines for established survey protocol (CDFW 2024a). Acceptable species-specific survey procedures may be developed in consultation with CDFW and USFWS; and,

g. A recent wildlife and rare plant survey. CDFW generally considers biological field assessments for wildlife to be valid for a one-year period, and assessments for rare plants may be considered valid for a period of up to three years. Some aspects of the proposed Project may warrant periodic updated surveys for certain sensitive taxa, particularly if Project implementation build out could occur over a protracted time frame or in phases.

4) Direct and Indirect Impacts on Biological Resources. The DEIR should provide a thorough discussion of direct and indirect impacts expected to adversely affect biological resources with specific measures to offset such impacts. The DEIR should address the following:

a. A discussion regarding Project-related indirect impacts on biological resources, including resources in nearby public lands, open space, adjacent natural habitats, riparian ecosystems, and any designated and/or proposed or existing reserve lands [e.g., preserve lands associated with a Natural Community Conservation Plan (Fish & G. Code, § 2800 et. seq.)]. Impacts on, and maintenance of, wildlife corridor/movement areas, including access to undisturbed habitats in areas adjacent to the Project, should be fully analyzed and discussed in the DEIR;

b. A discussion of both the short-term and long-term effects of the Project on species population distribution and concentration, as well as alterations of the ecosystem supporting those species impacted [CEQA Guidelines, § 15126.2(a)];

c. A discussion of potential adverse impacts from lighting, noise, temporary and permanent human activity, and exotic species, and identification of any mitigation measures;

d. A discussion of post-Project fate of drainage patterns, surface flows, and soil erosion and/or sedimentation in streams and water bodies. The discussion should also address the potential water extraction activities and the potential resulting

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impacts on habitat (if any) supported by the groundwater. Measures to mitigate such impacts should be included; and

e. An analysis of impacts from proposed changes to land use designations and zoning, and existing land use designation and zoning located nearby or adjacent to natural areas that may inadvertently contribute to wildlife-human interactions. A discussion of possible conflicts and mitigation measures to reduce these conflicts should be included in the DEIR.

5) Project Description and Alternatives. To enable adequate review and comment on the proposed Project from the standpoint of the protection of fish, wildlife, and plants, CDFW recommends the following information be included in the DEIR:

a. A complete discussion of the purpose and need for, and description of the proposed Project;

b. Pursuant to CEQA Guidelines section 15126.6(a), an environmental document "shall describe a reasonable range of potentially feasible alternatives to the Project, or to the location of the Project, which would feasibly attain most of the basic objectives of the Project but would avoid or substantially lessen any of the significant effects of the Project." CEQA Guidelines section 15126.6(f)(2) states if the lead agency concludes that no feasible alternative locations exist, it must disclose the reasons for this conclusion; and,

c. A range of feasible alternatives to the Project location to avoid or otherwise minimize direct and indirect impacts on sensitive biological resources and wildlife movement areas. CDFW recommends the City select Project designs and alternatives that would avoid or otherwise minimize direct and indirect impacts on biological resources. CDFW also recommends the City consider establishing appropriate setbacks from sensitive and special status biological resources. Setbacks should not be impacted by ground disturbance or hydrological changes from any future Project-related construction, activities, maintenance, and development. As a general rule, CDFW recommends reducing or clustering a development footprint to retain unobstructed spaces for vegetation and wildlife and provide connections for wildlife between properties and minimize obstacles to open space.

Project alternatives should be thoroughly evaluated, even if an alternative would impede, to some degree, the attainment of the Project objectives or would be more costly (CEQA Guidelines, § 15126.6). The DEIR "shall" include sufficient information about each alternative to allow meaningful evaluation, public participation, analysis, and comparison with the proposed Project (CEQA Guidelines, § 15126.6).

d. Where the Project may impact aquatic and riparian resources, CDFW recommends the City select Project designs and alternatives that would fully avoid impacts to

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such resources. CDFW also recommends an alternative that would not impede, alter, or otherwise modify existing surface flow, watercourse and meander, and water-dependent ecosystems and natural communities. Project designs should consider elevated crossings to avoid channelizing or narrowing of watercourses. Any modifications to a river, creek, or stream may cause or magnify upstream bank erosion, channel incision, and drop in water level and cause the watercourse to alter its course of flow.

6) Data. CEQA requires that information developed in environmental impact reports be incorporated into a database which may be used to make subsequent or supplemental environmental determinations [Pub. Resources Code, § 21003, subd. (e)]. Accordingly, please report any special status species and sensitive natural communities detected by completing and submitting CNDDB Field Survey Forms (CDFW 2024f). To submit information on special status native plant populations and sensitive natural communities, the Combined Rapid Assessment and Relevé Form should be completed and submitted to CDFW's Vegetation Classification and Mapping Program (CDFW 2024g). The City should ensure data collected for the preparation of the DEIR be properly submitted, with all data fields applicable filled out.

7) Compensatory Mitigation. The DEIR should include compensatory mitigation measures for the Project's significant direct and indirect impacts to sensitive and special status plants, animals, and habitats. Mitigation measures should emphasize avoidance and minimization of Project-related impacts. For unavoidable impacts, on-site habitat restoration or enhancement should be discussed in detail. If on-site mitigation is not feasible or would not be biologically viable and therefore inadequate to mitigate the loss of biological functions and values, off-site mitigation through habitat creation and/or acquisition and preservation in perpetuity should be addressed. Areas proposed as mitigation lands should be protected in perpetuity with a conservation easement and financial assurance and dedicated to a qualified entity for long-term management and monitoring. Under Government Code, section 65967, the Lead Agency must exercise due diligence in reviewing the qualifications of a governmental entity, special district, or nonprofit organization to effectively manage and steward land, water, or natural resources on mitigation lands it approves.

8) Long-term Management of Mitigation Lands. For proposed preservation and/or restoration, the DEIR should include measures to protect the targeted habitat values from direct and indirect negative impacts in perpetuity. The objective should be to offset Project-induced qualitative and quantitative losses of wildlife habitat values. Issues that should be addressed include (but are not limited to) restrictions on access, proposed land dedications, monitoring and management programs, control of illegal dumping, water pollution, and increased human intrusion. An appropriate endowment should be set aside to provide for long-term management of mitigation lands.

9) Wildlife Friendly Fencing. Fencing could obstruct wildlife movement and result in wildlife injury or mortality due to impalement and entanglement (e.g., chain link

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fencing). If the Project would include temporary and/or permanent fencing, prior to preparation of the DEIR, CDFW recommends the City provide wildlife friendly fencing designs. Fencing designs should be disclosed and evaluated in the DEIR for potential impacts on biological resources and wildlife movement. The DEIR should discuss how fencing proposed for the Project would minimize impacts on biological resources, specifically wildlife movement. CDFW supports the use of wildlife-friendly fencing. Wildlife-friendly fencing should be used and strategically placed in areas of high biological resource value in order to protect biological resources, habitat, and wildlife movement. CDFW recommends A Landowner's Guide to Wildlife Friendly Fences for information wildlife-friendly fences (MFWP 2012).

10) Use of Native Plants and Trees. CDFW recommends the City require the Project Applicant to provide a native plant palette for the Project. The Project's landscaping plan should be disclosed and evaluated in the DEIR for potential impacts on biological resources such as natural communities adjacent to the Project site (e.g., introducing non-native, invasive species). CDFW supports the use of native plants for the Project especially considering the Project's location adjacent to protected open space and natural areas. CDFW strongly recommends avoiding non-native, invasive species for landscaping and restoration, particularly any species listed as 'Moderate' or 'High' by the California Invasive Plant Council (Cal-IPC 2024). CDFW supports the use of native species found in naturally occurring plant communities within or adjacent to the Project site. In addition, CDFW supports planting species of trees, such as oaks (*Quercus* genus), and understory vegetation (e.g., ground cover, subshrubs, and shrubs) that create habitat and provide a food source for birds. CDFW recommends retaining any standing, dead, or dying tree (snags) where possible because snags provide perching and nesting habitat for birds and raptors. Finally, CDFW supports planting species of vegetation with high insect and pollinator value.

11) Translocation/Salvage of Plants and Animal Species. Translocation and transplantation is the process of removing plants and wildlife from one location and permanently moving it to a new location. CDFW generally does not support the use of translocation or transplantation as the primary mitigation strategy for unavoidable impacts to endangered, rare, or threatened plants and animals. Studies have shown that these efforts are experimental and the outcome unreliable. CDFW has found that permanent preservation and management of habitat capable of supporting these species is often a more effective long-term strategy for conserving plants and animals and their habitats.

12) Scientific Collecting Permit. A scientific collecting permit would be necessary if there is a plan to capture and relocate wildlife. Pursuant to the California Code of Regulations, title 14, section 650, qualified biologist(s) must obtain appropriate handling permits to capture, temporarily possess, and relocated wildlife to avoid harm or mortality in connection with Project-related activities. CDFW has the authority to issue permits for the take or possession of wildlife, including mammals; birds, nests, and eggs; reptiles, amphibians, fish, plants; and invertebrates (Fish & G. Code, §§ 1002, 1002.5, 1003). A Scientific Collecting Permit is required to monitor project impacts on wildlife resources,

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as required by environmental documents, permits, or other legal authorizations; and, to capture, temporarily possess, and relocate wildlife to avoid harm or mortality in connection with otherwise lawful activities (Cal. Code Regs., tit. 14, § 650). Please visit CDFW's Scientific Collection Permits webpage for information.

13) Wetland Resources. CDFW, as described in Fish and Game Code section 703(a), is guided by the Fish and Game Commission's (Commission) policies. The Wetlands Resources policy the Commission "…seek[s] to provide for the protection, preservation, restoration, enhancement, and expansion of wetland habitat in California" (CFGC 2020). Further, it is the policy of the Fish and Game Commission to strongly discourage development in or conversion of wetlands. It opposes, consistent with its legal authority, any development or conversion that would result in a reduction of wetland acreage or wetland habitat values. To that end, the Commission opposes wetland development proposals unless, at a minimum, project mitigation assures there will be 'no net loss' of either wetland habitat values or acreage. The Commission strongly prefers mitigation which would achieve expansion of wetland acreage and enhancement of wetland habitat values."

a. The Wetlands Resources policy provides a framework for maintaining wetland resources and establishes mitigation guidance. CDFW encourages avoidance of wetland resources as a primary mitigation measure and discourages the development or type conversion of wetlands to uplands. CDFW encourages activities that would avoid the reduction of wetland acreage, function, or habitat values. Once avoidance and minimization measures have been exhausted, a project should include mitigation measures to assure a "no net loss" of either wetland habitat values, or acreage, for unavoidable impacts to wetland resources. Conversions include, but are not limited to, conversion to subsurface drains, placement of fill or building of structures within the wetland, and channelization or removal of materials from the streambed. All wetlands and watercourses, whether ephemeral, intermittent, or perennial, should be retained and provided with substantial setbacks, which preserve the riparian and aquatic values and functions benefiting local and transient wildlife populations. CDFW recommends mitigation measures to compensate for unavoidable impacts be included in the DEIR and these measures should compensate for the loss of function and value.

b. The Fish and Game Commission's Water policy guides CDFW on the quantity and quality of the waters of this State that should be apportioned and maintained respectively so as to produce and sustain maximum numbers of fish and wildlife; to provide maximum protection and enhancement of fish and wildlife and their habitat; encourage and support programs to maintain or restore a high quality of the waters of this State; prevent the degradation thereof caused by pollution and contamination; and, endeavor to keep as much water as possible open and accessible to the public for the use and enjoyment of fish and wildlife. CDFW recommends avoidance of water practices and structures that use excessive

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amounts of water, and minimization of impacts that negatively affect water quality, to the extent feasible (Fish & G. Code, § 5650).

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDB). The CNNDB field survey form can be found at the following link: http://www.dfg.ca.gov/biogeodata/cnddb/pdfs/CNDDB_FieldSurveyForm.pdf. The completed form can be mailed electronically to CNDDB at the following email address: CNDDB@wildlife.ca.gov. The types of information reported to CNDDB can be found at the following link: http://www.dfg.ca.gov/biogeodata/cnddb/plants_and_animals.asp.

FILING FEES

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

CONCLUSION

CDFW appreciates the opportunity to comment on the NOP to assist the City in identifying and mitigating Project impacts on biological resources.

Questions regarding this letter or further coordination should be directed to Julisa Portugal at Julisa.Portugal@wildlife.ca.gov or (562) 330-7563.

Sincerely,

DocuSigned by:

5991E19EF8094C3...

Victoria Tang
Environmental Program Manager
South Coast Region

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ec: California Department of Fish and Wildlife
Jennifer Turner
Steve Gibson
Frederic Rieman
Andrew Aitken
Jennifer Ludovissy

REFERENCES

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COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
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ANTHONY C. MARRONE
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KATHRYN BARGER, FIFTH DISTRICT

April 10, 2024

Kendal Brekke
44933 Fern Avenue
Lancaster, CA 93534

Dear Ms. Brekke:

THE NOTICE OF PREPARATION OF A DRAFT EIR, "PARKWAY VILLAGE SPECIFIC PLAN PROJECT" PROPOSES THE DEVELOPMENT OF A MIXED-USE COMMUNITY WITH COMMERCIAL, RESIDENTIAL, MEDICAL, AND OPEN SPACE PUBLIC USE, CITY OF LANCASTER, FFER2024001367

The Notice of Preparation of a Draft EIR reviewed by the Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department.

The following are their comments:

PLANNING DIVISION:

Due to the fact that only limited information is available on this project at the present time, we will reserve our comments for the draft EIR. The Fire Department will work with the city to develop a master plan to provide the additional manpower, equipment, and facilities that will be needed to serve future development and growth in the City of Lancaster.

For any questions regarding this response, please contact Kien Chin, at (323) 881-2404 or Kien.Chin@fire.lacounty.gov.

LAND DEVELOPMENT UNIT:

The development of this project must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows and fire hydrants.

When involved with subdivision in a city contracting fire protection with the County of Los Angeles Fire Department, Fire Department requirements for access, fire flows and hydrants are addressed during the subdivision tentative map stage. Specific fire and life safety requirements for the construction phase will be addressed at the Fire Department building plan check review. There may be additional fire and life safety requirements during this time.

Every building constructed shall be accessible to Fire Department apparatus by way of access roadways, The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building. The roadway shall provide approved signs and/or stripping stating, "NO PARKING - FIRE LANE" and shall be maintained in accordance with the County of Los Angeles Fire Code.

The proposed development may necessitate multiple ingress/egress access for the circulation of traffic, and emergency response issues.

The Land Development Unit appreciates the opportunity to comment on this project. Should any questions arise, please contact Wally Collins at (323) 890-4243 or Wally.Collins@fire.lacounty.gov.

FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:

The statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division include erosion control, watershed management, rare and endangered species, brush clearance, vegetation management, fuel modification for Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance. Potential impacts in these areas should be addressed.

For any questions regarding this response, please contact Forestry Assistant, Terence Duldulao at (818) 890-5719.

HEALTH HAZARDOUS MATERIALS DIVISION:

The Health Hazardous Materials Division of the Los Angeles County Fire Department has no comments for the project at this time.

Please contact HHMD Hazardous Materials Specialist III, Jennifer Levenson at (323) 890-4114 or Jennifer.Levenson@fire.lacounty.gov if you have any questions.

Very truly yours,

RONALD M. DURBIN, CHIEF, FORESTRY DIVISION
PREVENTION SERVICES BUREAU

RMD:pg

Peter G. Haber, Esq.
phaber@gibbsgiden.com

File No. 5157.003
Reply to Westlake Village office
www.gibbsgiden.com

March 28, 2024

VIA E-MAIL AND US MAIL

City of Lancaster
ATTN: Jocelyn Swain, Senior Planner
44933 Fern Avenue
Lancaster, CA 93534
jswain@cityoflancasterca.org

Re: **WRITTEN COMMENT TO NOTICE OF PREPARATION OF DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE PARKWAY VILLAGE SPECIFIC PLAN**
Our Client: **3Gen Net Lease, LP**
Property: **43233 Sierra Highway, Lancaster, CA**

Dear Ms. Swain:

As I mentioned at the Scoping Meeting on March 14, 2024, this office represents 3Gen Net Lease, LP, landowner for the parcel located at 43233 Sierra Highway, currently operated as Bowlero Lancaster (the "Bowling Alley"). Please accept this correspondence as our written comment to the Notice of Preparation ("NOP") of a draft Environmental Impact Report ("EIR") for the Parkway Village Specific Plan. This letter shall also supplement our comments shared with the Planning Department on March 14, 2024.

The NOP invites comments on the various topics to be addressed by the EIR, including matters pertaining to "Public Service and Recreation" which this correspondence intends to address with respect to the Bowling Alley.

The Bowling Alley has been serving the Lancaster community continuously since 1969 and today is only one of two such bowling alleys in Lancaster. The Bowling Alley maintains leagues for seniors, is open to families and children, and offers the community recreation and respite from summer heat. The ownership hopes that it can continue to serve as that essential community space for generations to come.

Currently, based on the map provided in connection with the NOP, the proposed Parkway Village Specific Plan would include the Bowling Alley, yet there is no specific designation for its operation. Instead, it is listed as the "Sierra Highway Permanently Impacted Area."

We appreciate the clarification at the meeting that the City is not adopting the Parkway Village Specific Plan with the intent to disrupt any of the existing uses along the Sierra Highway, however, we would request that future plans explicitly articulate this statement. We are requesting that the draft EIR explicitly identify the anticipated uses for the area the NOP described as the "Sierra Highway Permanently Impacted Area." Further, as discussed during the March 14, 2024 scoping meeting, we are requesting the draft EIR identify the Bowling Alley as an existing legal use not subject to changes based on the specific plan. In this regard, we would refer the City to page 2 of the NOP where the gas station on K-8, existing commercial uses on Avenue K, the Episcopal Church, and the Montecito Apartments were explicitly excluded from the Plan.

Permitting the Bowling Alley to remain at this location would be consistent with the vision of creating increased housing, along with set asides for commercial and recreational space to serve the local community. The ownership would like to express its sincere commitment to collaborating with the City to ensure the continued operation of the Bowling Alley in its current location, including, if requested, the making of reasonable changes to the Bowling Alley's facade such that its design would be consistent with the vision of the anticipated Parkway Village Specific Plan.

We look forward to your draft EIR with the expectation that it will positively address our concerns. In the meantime, please do not hesitate to contact the undersigned with any questions or concerns.

Sincerely,



Peter G. Haber
for GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

manatt

Fernando Villa
Manatt, Phelps & Phillips, LLP
Direct Dial: (310) 312-4389
FVilla@manatt.com

August 23, 2024

Client-Matter: 70694-031

VIA E-MAIL

Larissa De La Cruz
Director of Community Development
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

Re: Kaiser Medical Center - Parkway Village Specific Plan ("PVSP")

Dear Ms. De La Cruz:

I represent Kaiser Foundation Hospitals ("**Kaiser**"), the owner of a 44-acre property north of Avenue L between 10th Street West and 5th Street West (the "**Property**") where it has a 150,000 square foot medical office building and Central Utility Plant that form a part of a three-phase medical center development that also contemplates a Hospital with up to 150 beds in Phase II and a 50-bed Hospital Addition and a 61,500 square foot medical office building ("**MOB**") in Phase III (collectively, the "**Project**"). I present as follows: (a) a summary of Kaiser's vested development rights under the current Amargosa Creek Specific Plan ("**ACSP**") and a Development Agreement (the "**DA**") it has with the City of Lancaster (the "**City**"); and (b) its comments to the PVSP which the City is considering adopting.

A. KAISER'S VESTED RIGHTS

As you may know, the City took two actions in 2007 that form the foundation for Kaiser's vested development rights: (a) the City approved the Amargosa Creek Specific Plan (the "**ACSP**") that encompasses 152 acres and includes the 44-acre Property; and (b) the City entered into the DA with Kaiser, along with certifying an EIR and amending the General Plan and Zoning, to permit the Project's medical uses vested in the DA. The ACSP designates the entirety of the Property as a "Health Care (Medical Facility)" that includes hospital, medical office, medical administration and support services, ancillary uses, a Central Utility Plant, and temporary events such as fairs. *See* the Matrix comparing the uses allowed under the ACSP, DA and PVSP attached as **Exhibit A,** and the maps in the ACSP and PVSP showing their respective use designations for the Property, collectively attached as **Exhibit B**. The ACSP's medical uses comport entirely with the Hospital, Hospital Support Building, Central Utility Plant and MOB uses as to which Kaiser has vested rights under the DA for a 25-year period. *See* Exhibit A and Recital E and Sections 2.2, 4.2 and 4.3 of the DA, a copy of which is attached as **Exhibit C**.

The DA requires the City to preserve and not impair Kaiser's vested rights to develop and maintain its Medical Center Project in key respects. The DA obligates the City to "take any and all actions necessary or appropriate to ensure that the vested rights as provided in . . . this Agreement can be enjoyed by Kaiser", and prevents the City from "enforc[ing] any law that shall violate" the DA or the Project Approvals. The DA, Section 4.2. The DA explicitly bars the City from "imposing on the Project . . . any ordinance . . . or other measure" that "conflicts" with the DA "or that reduces the development rights" of Kaiser, including any measure that "change(s) any land use designation or permitted use of the Project Site". The DA, Section 6.5(a).

B. KAISER'S COMMENTS ON THE PVSP

Kaiser comments on the PVSP below with its vested rights as outlined above and recent discussions between Kaiser and City Planning in mind. I understand that Eddie Arango and Matthew Jacobs on behalf of Kaiser virtually met with the City's Planning staff August 1st and expressed Kaiser's concerns over the PVSP's use designations ***on vast swaths of the Property*** of MU-A with a Science/Tech Medical Overlay, medium density residential ("**MDR**") with a Science/Tech Medical Overlay, High Density Residential ("**HDR**") with a Science/Tech Medical Overlay, Science/Tech Medical, and ***open space Park***. *See* Exhibit B. I also understand that during that meeting Planning staff expressed a willingness to address these concerns, along with Kaiser's desire to preserve its development rights under the DA and the ACSP, by altering these use designations in a manner that both protects these rights and advances the City's vision for the planning area embraced by the PVSP.

Kaiser addresses the PVSP use designations as follows:

- ***MU-A, MDR AND HDR with Science/Tech Medical Overlays:*** Each of the areas of the Property that have these use designations under the PVSP should revert to the same Health Care (Medical Facility) use designation that the ACSP provides for the entire Property. By eliminating the primary medical use in the ACSP and replacing it with these new primary non-medical use designations, the PVSP would not comport with the City's obligations under the DA "to take any and all necessary actions to ensure" Kaiser's vested rights for a medical use, and to not enforce measures that would "conflict" with the DA or "reduce [Kaiser's] development rights", including any measure that "change(s) any land use designation or permitted use of the Project Site". The DA, Section 6.5(a). While each of these proposed PVSP use designations includes a "Science/Tech Medical Overlay", that overlay is not anywhere defined or described in any detail. It is not presented as a permitted use, and would likely be subject to as yet adopted standards, such as new setback, circulation, density or height requirements that would clash with the medical use and standards that Kaiser now enjoys under the ACSP and the DA. Such overlays could also be subject to a new discretionary review process that does not now govern the vested medical uses that Kaiser has,

such as the City's East Side Overlay Zone District which requires a CUP for a broad range of uses within this overlay, including distribution, alternative energy, warehousing and other uses. Imposing a discretionary review process for a medical use on the Property would directly conflict with and reduce Kaiser's vested rights to such a use. Reverting these areas within the PVSP to a medical use would eliminate this conflict with and reduction of Kaiser's rights.

- ***Park (F):*** This PVSP designation over large areas of the Property represents the most problematic reduction of Kaiser's vested rights. Kaiser appreciates the City's apparent desire to provide greenspace in this planning area, and will work cooperatively with the City to help it achieve this goal in a manner that also does not impair Kaiser's ability to develop all phases of the Project. The proposed Park designation, however, would preclude altogether Kaiser's ability not only to build and operate the anticipated Hospital, Hospital Addition and MOB in Phases II and III, but also ancillary uses such as parking, ingress, egress, and internal circulation which the DA and the ACSP also vest. Large park areas also pose security and operational risks for Kaiser and its patients and staff. Kaiser typically designs abundant greenspace for its medical center campuses, and would consider including Thrive Paths that include well-landscaped, abundant open spaces, especially in the area encompassing the underground Amargosa Creek. Kaiser would be willing to work with the City to designate portions of the areas now embraced by the Park designation under the PVSP with a combined medical use and greenspace ancillary use.

- ***Street Layout:*** As shown on the map of the Property under the PVSP (Exhibit B), the PVSP would impose public roads coursing through the heart of the Property which would not only constitute a compensable taking, but also greatly constrain Kaiser's ability to locate and design the Project's buildings, parking, greenspace and internal circulation. The PVSP's street layout for the Property would also directly conflict with and seriously alter the Site Plan that the City approved in connection with the Project's DA and other entitlements. As the City will recall, Kaiser has an Easement Agreement with the owner of the former L Street lot that would place a public road along the northern boundary of the Property that would provide access to the Property and that lot and serve as an efficient throughway for the community at large. Kaiser proposes that the City rely upon the construction of that road for circulation in this planning area instead of the PVSP's street layout.

We propose a meeting with the City to discuss our comments and how the City, Kaiser and other stakeholders can work collaboratively to assist the City in fashioning a PVSP that achieves the City's goals and policies while serving its constituents with the greatest stake in this plan's impact and success. Please let us know your availability to meet for this purpose.

Thank you for your time and consideration of our views.

Sincerely,

Fernando Villa

FV

Enclosures

cc: Skyler Denniston
Eddie Arango
Fernando Avila, Esq.
Each With Enclosures

EXHIBIT A

Specific Plan Comparison Matrix

Development Standards	Amargosa Creek Specific Plan (EXISTING)	Development Agreement	Parkway Village Specific Plan (PROPOSED)
Uses	• Hospital, including inpatient and outpatient care, emergency center, and other typically associated medical and health care services. • Medical office. • Hospital / Medical Administration and Support Services. • Ancillary Uses commonly associated with hospital and medical office facilities, including retail, office, and other commercial uses that provide needed services to employees, patients and visitors. These may include but are not limited to child day care, pharmacy, gift shop, restaurant (excluding alcohol sales), café, etc. • Central Utility Plant servicing the proposed medical campus. • Temporary events, including fairs, farmers markets, etc., may be conducted on the medical facility grounds. (Section 6.02.B.)	• Hospital (and addition) • Hospital Support Building • Central Utility Plant • Medical Office Building (Recitals, Section E)	• Residential units • Mixed-use (commercial uses and/or hotel) • Hospital • Medical-related uses including skilled nursing, assisted living supporting Kaiser's needs • Existing Kaiser Permanente • Park (Notice of Preparation)

manatt

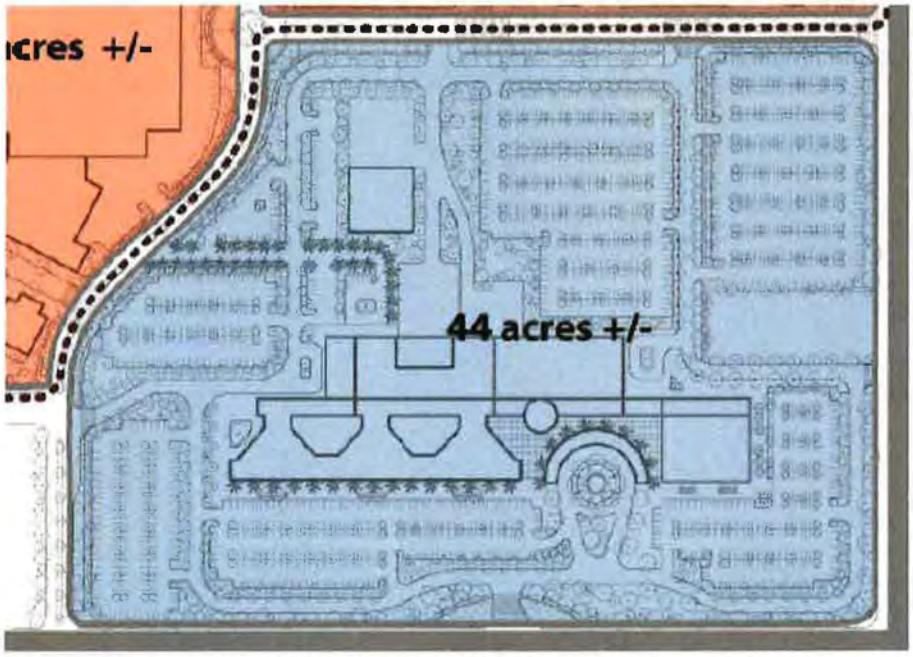
Development Standards	Amargosa Creek Specific Plan (EXISTING)	Development Agreement	Parkway Village Specific Plan (PROPOSED)
Program/Square Footage	Hospital – 150-200 beds (Section 6.02.A.) Program/square footage limitations on other uses not specified.	• Hospital – 100-150 beds/200,000-300,000 SF • Hospital Addition – 50 beds, 100,000 SF • Hospital Support Building – 125,000-195,000 SF • Central Utility Plant – Not specified • Medical Office Building – 61,200 SF (Article VI, Section 6.10)	• Up to 513 residential units • Up to 150,000 SF of Commercial uses (spread across a Mixed-Use area that extends outside of Kaiser's boundaries) • Hotel(s) up to 130 rooms • Hospital – 200 beds • Medical-related uses including skilled nursing, assisted living supporting Kaiser's needs: up to 500,000 SF (Notice of Preparation)
Height	Six (6) stories and eighty (80) feet. (Section 6.02.C.1.)	• Hospital – up to 5 stories • Hospital Support Building – up to 4 stories (Article VI, Section 6.10)	Not specified
Setbacks	• 25' to buildings, 15' to service & parking along Avenue L and 5th Street West frontages	Not specified	Not specified

Development Standards	Amargosa Creek Specific Plan (EXISTING)	Development Agreement	Parkway Village Specific Plan (PROPOSED)
	• 25' to buildings, 10' to service and parking along interior lot lines (Section 6.02.C.2, Exhibit 49.)		
Parking	• 3 spaces per hospital bed • 5 spaces per 1,000 SF of medical office • 2 spaces per 1,000 SF of medical administration facilities (Section 6.02.C.3.)	Not specified	Not specified

EXHIBIT B

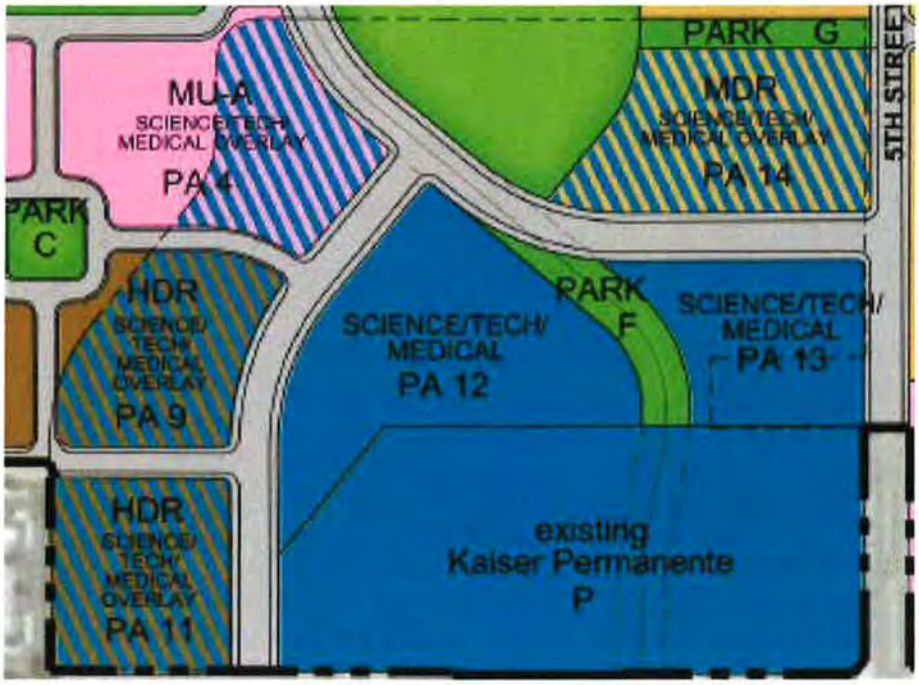
Amargosa Creek Specific Plan and Parkway Village Specific Plan Land Use Maps

Amargosa Creek Specific Plan – Existing



Amargosa Creek Specific Plan Exhibit 17: Land Use Concept Diagram

Parkway Village Specific Plan – Proposed



Notice of Preparation Land Use Plan, February 27, 2024

EXHIBIT C

Development Agreement Between City of Lancaster and Kaiser Foundation Hospitals

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

(Space Above This Line Reserved For Recorder's Use)

EXHIBIT "A"

DEVELOPMENT AGREEMENT
BY AND BETWEEN

CITY OF LANCASTER
AND
KAISER FOUNDATION HOSPITALS

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of December 3 2007 by and between Kaiser Foundation Hospitals, a California nonprofit public benefit corporation ("Kaiser"), and the City of Lancaster, a municipal corporation ("City"), pursuant to California Government Code § 65864, *et seq.*

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864, *et seq.* (the "Development Agreement Statute"), which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. This Development Agreement has been processed, considered and executed in accordance with the procedures and requirements as set forth in the Development Agreement Statute.

C. In order to guide the planning and development of an area that the City has determined is a critical part of the City's future growth and development, the City prepared the Amargosa Creek Specific Plan (the "Specific Plan") for an approximately 152-acre site along 10th Street West between Avenue L and Avenue K-8 in the City of Lancaster, as more particularly described in Exhibit A-1 attached hereto (the "Specific Plan Area").

D. Kaiser has a legal and/or equitable interest in certain real property located in a portion of the Specific Plan Area, consisting of approximately 44 acres, as more particularly described in Exhibit A-2 attached hereto (the "Project Site").

E. Consistent with the Specific Plan, Kaiser intends to develop the Project Site as a medical office campus that will be built out in multiple phases over a nearly 25 year period (the "Project"). Phase 1 of the Project is anticipated to include a Hospital Support Building that will contain specialty medical offices for up to 56 physicians, an ambulatory surgery center, and administrative support offices. The Hospital Support Building is expected to be between 125,000 and 195,000 square feet in size and up to four stories in height. A Central Utility Plant will also be constructed during Phase 1 to support the entire Project. Occupancy of the Phase 1 structures is expected to occur between 2011 and 2015. Phase 2 of the Project will add a Hospital containing approximately 100 to 150 beds within an approximately 200,000 to 300,000 square foot structure at up to five stories in height. Occupancy of the Hospital is expected to occur between 2014 and 2018, depending on growth in the Antelope Valley service area. Phase 3 of the Project will be constructed as population growth generates additional bed and medical provider office demand, potentially resulting in a 50 bed Hospital Addition in an approximately 100,000 square foot structure and a 61,200 square foot Medical

Office Building. Occupancy of the Phase 3 structures is expected to occur after completion of Phase 2, with a 2020 to 2030 horizon.

F. Consistent with the Specific Plan, and in order to maximize visibility and access to the Project, the Project Site is located within the southeast quadrant of the Specific Plan Area along Avenue L, offering direct links to Highway 14 and Sierra Highway. As currently envisioned, the Project's main medical buildings are expected to be oriented south toward Avenue L to establish a highly visible arrival sequence, with a dedicated vehicular entry and parking located off the major arterial.

G. City has taken several actions to review and plan for the future development of the Project (the "Project Approvals"). These consist of the following:

1. Environmental Impact Report. The environmental impacts of the Project, including the Project Approvals and the Subsequent Approvals, and numerous alternatives to the Project and its location, have been properly reviewed and assessed by City pursuant to CEQA, as defined below. On August 14, 2007, pursuant to CEQA and in accordance with the recommendation of the Planning Commission for the City of Lancaster (the "Planning Commission"), the City Council certified a final environmental impact report covering the Project (the "EIR"). As required by CEQA, the City adopted written findings and a mitigation monitoring program (the Mitigation Monitoring Program") prior to approving the Project Approvals.

2. Specific Plan, Rezoning, and General Plan Amendments. Following City Planning Commission review and recommendation, certification of the EIR at a duly noticed public hearing on August 14, 2007 the City Council adopted City Resolution No. 07-158, adopting the Specific Plan and amending the General Plan land use designations and Ordinance No. 885 amending the zoning classifications for the Specific Plan Area and the Project Site.

H. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Kaiser entering into this Agreement. This Agreement will, among other things, (1) reduce uncertainties in planning and provide for the orderly development of the Project; (2) mitigate many significant environmental impacts associated with the Project; (3) provide public services, improvement, and infrastructure; (4) strengthen the City's economic base with a variety of high quality long term jobs, in addition to shorter term construction jobs; (5) provide a consolidated and centralized medical center location for Kaiser members in the City of Lancaster and the surrounding community to receive medical care; (6) offer state-of-the-art medical care in facilities to be constructed and designed to optimize the quality of patient care; and (7) otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

I. In exchange for the benefits to City described in the preceding Recital, together with the other public benefits that will result from the development of the Project, Kaiser will receive by this Agreement assurance that it may proceed with the Project in accordance with the "Applicable Law" (defined below) and assurances that City will culvert over Amargosa Creek prior to commencement of Phase 1 of the Kaiser Project, at the City's sole cost, and therefore desires to enter into this Agreement.

J. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and with the Specific Plan and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

K. On [date], following a duly noticed public hearing, the Planning Commission adopted Resolution No. [___], recommending that the City Council approve this Agreement. The City Council at a duly noticed public hearing adopted Ordinance No. [___], approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

"Administrative Project Amendment" shall have that meaning set forth in Section 7.1(a) of this Agreement.

"Administrative Agreement Amendment" shall have that meaning set forth in Section 7.2(a) of this Agreement.

"Agreement" shall mean this Agreement as initially approved or as hereafter amended.

"Applicable Law" shall have that meaning set forth in Section 6.3 of this Agreement.

"Assessed Property" shall have that meaning set forth in Section 5.6 of this Agreement.

"Buildout" shall have that meaning set forth in Section 4.3 of this Agreement.

"CEQA" shall be the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.*; California Code of Regulations Title 14, Section 15000, *et seq.* (the "CEQA Guidelines"); and City's local guidelines promulgated thereunder.

"Changes in the Law" shall have that meaning set forth in Section 6.9 of this Agreement.

"Channel Improvements" shall have the meaning set forth in Section 4.4 of this Agreement.

"City" shall mean the City of Lancaster, a municipal corporation formed and existing under the laws of the State of California.

"Commencement of Construction" means the issuance of the required permits and taking of continued action in connection therewith.

"Default Notice" shall have that meaning set forth in Section 10.1 of this Agreement.

"Deficiencies" shall have that meaning set forth in Section 9.2(a) of this Agreement.

"Development Agreement Statute" shall have that meaning set forth in Recital A of this Agreement.

"Drainage Maintenance District" means the Lancaster Drainage Assessment District.

"Effective Date" shall have that meaning set forth in Section 2.1 of this Agreement.

"Future Expansion" shall have that meaning set forth in Section ___ of this Agreement, providing for the phased development of the Project over the Term.

"Impact Fees" means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City as more particularly described on Exhibit B hereto. Impact Fees do not include (i) Processing Fees and Charges, or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed on impacts of new development. Impact Fees shall meet the legal requirements for a nexus set forth in Government Code Section 66001, *et. seq.*

"Judgment" shall have that meaning set forth in Section 9.2(a) of this Agreement.

"Landscaping District" means the Lancaster Landscape Maintenance District.

"Lighting District" means the Lancaster Lighting Maintenance District

"Mitigation Monitoring Program" shall have that meaning set forth in Recital G.1 of this Agreement.

"Mortgagee" shall be a party extending financing secured against the Property to Kaiser, its successors and assigns, or any tenant or affiliate of Kaiser.

"Non-Assuming Transferee" shall have that meaning set forth in Section 8.3 of this Agreement.

"Notice of Compliance" shall have that meaning set forth in Section 8.4 of this Agreement.

"Periodic Review" shall have that meaning set forth in Section 10.3(a) of this Agreement.

"Processing Fees and Charges" means customary administrative fees and charges imposed by the City for all new development pursuant to a validly adopted ordinance for charges of general applicability, 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, street vacations, certificates of occupancy and other similar permits as more particularly described on Exhibit B hereto. Processing Fees and Charges are not fees or charges imposed on impacts of new development in violation of the express limitations set forth in this Agreement. Processing Fees and Charges shall not include Impact Fees.

"Project" shall have that meaning set forth in Recital E of this Agreement.

"Project Approvals" shall have that meaning set forth in Recital G of this Agreement.

"Project Site" shall have that meaning set forth in Recital D of this Agreement.

"Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers which are reserved to the City. The Reserved Powers include the power to enact and implement rules, regulations, ordinances and policies after the Effective Date that may be in conflict with the Applicable Laws, which either (1) prevent or remedy conditions which the City has found to be injurious or detrimental to the public health or safety; (2) are Uniform Codes; (3) are necessary to comply with state and 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 Developer; (5) involve the formation of assessment districts, Mello-Roos Community Facilities Districts, special districts, maintenance districts or other similar districts formed in accordance with applicable laws provided, however, that Developer shall retain all its rights with respect to such districts pursuant to all applicable laws; or (6) are Processing Fees and Charges or City-wide fees or charges of general applicability provided that such City-wide fees or charges are not fees or charges imposed on impacts of new development in violation of the express limitations set forth in this Agreement.

"Subsequent Approvals" shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the Project. In particular, the parties contemplate that Kaiser will seek approvals for final development plans, vesting maps, and amendments to this Agreement. The Subsequent Approvals may also include, without limitation, the following: design review approvals, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, preliminary and final development plans, rezonings, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing.

"Term" shall have that meaning set forth in Section 2.2 of this Agreement.

"Transfer Agreement" shall have that meaning set forth in Section 8.2(a) of this Agreement.

ARTICLE II

EFFECTIVE DATE AND TERM

Section 2.1. Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").

Section 2.2. Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of twenty five (25) years.

ARTICLE III

OBLIGATIONS OF KAISER

Section 3.1. Obligations of Kaiser Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Kaiser's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Kaiser's long term obligations set forth in this Agreement are in addition to Kaiser's agreement to perform all the mitigation measures identified in the Mitigation Monitoring Program.

Section 3.2. Fees Paid by Kaiser. As a material consideration for the long term assurances and vested rights provided by this Agreement, Kaiser shall pay certain fees and exactions to City, all as described below.

(a) Processing Fees and Charges. Kaiser shall pay to City Processing Fees and Charges at the rate in effect at the time they are sought.

(b) Impact Fees. Subject to the provisions of Section 3.2(c), Kaiser shall pay all Impact Fees in force as of the Effective Date.

(c) Adjustment of Impact Fees. The City reserves the right to amend the Impact Fees applicable to the Project to account for inflation, by an amount not to exceed the CPI index for the City of Lancaster. Such adjustment shall be made annually as of July 1, but shall not exceed the Impact Fees then in effect.

Section 3.3. Taxes to be Paid by Kaiser.

(a) Real Property Taxes. It is anticipate that Kaiser shall pay real property taxes on certain of its non-exempt operations, as determined by the Los Angeles County Assessor.

(b) Sales Taxes. It is anticipated that Kaiser shall pay sales tax on applicable retail sales.

Section 3.4. Infrastructure Obligations. Kaiser agrees to pay its fair share of any infrastructure obligations or mitigation measures that are set forth in any Mitigation Monitoring and Reporting Plan duly adopted in connection with the EIR for the Specific Plan or any subsequent environmental review in connection with a subsequent Kaiser application.

ARTICLE IV

OBLIGATIONS OF CITY

Section 4.1. Obligations of City Generally. The parties acknowledge and agree that Kaiser's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Kaiser's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.

Section 4.2. Protection of Vested Rights. To the maximum extent permitted by law, City shall take any and all actions as may be necessary or appropriate to ensure that the vested rights as provided in Article VI of this Agreement can be enjoyed by Kaiser. City shall cooperate with Kaiser and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City shall not enforce any law that shall violate the express provisions or intent of the Project Approvals or Subsequent Approvals or the vested rights created by this Agreement.

Section 4.3. Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, City shall assist Kaiser in reserving in accordance with the procedure adopted by Los Angeles County Sanitation District and Los Angeles County Water Works District No. 40, respectively such capacity for sewer and water services as may be necessary to serve the Project. The City will support Kaiser's request for an average gallons per day reservation of water capacity of 110,728 average gallons per day, based on the maximum buildout of 656,200 square feet identified in this Agreement. This average number will be prorated by phase and adjusted for hospital and non-hospital based uses. For purposes of this Agreement,

"Buildout" means development of the Project Site to the full extent permitted by the Specific Plan.

Section 4.4. Channel Improvements. The City agrees to cause the drainage channel that crosses the Project Site to be culverted and covered at grade consistent with the Master Plan of Drainage and in the manner described in Exhibit C attached hereto, so that the Project Site can be improved by Kaiser with the Project (the "Channel Improvements"). The Channel Improvements will be designed and constructed using commonly accepted engineering practices and in a manner sufficient to allow the construction of the Project on the Project Site, with surface parking and landscaping over the Channel Improvements. The Parties anticipate that the Channel Improvements will cost approximately Five Million One Hundred Eighteen Thousand Dollars ($5,118,000); provided, however, that the City will be obligated to cover all costs and expenses associated with the Channel Improvements regardless of total cost or expense. The parties acknowledge that the Channel Improvements are subject to approval of the California Department of Fish and Game and City agrees to use its best efforts to obtain approval for the Channel Improvements. In the event Kaiser is prevented from completing the development of the Project Site as a result of City's inability to complete the Channel Improvements, Kaiser may proceed with the remedies set forth in Section 10.1.

Section 4.5. Repayment.

(a) Hospital Support Building. In the event Kaiser does not commence construction of the Hospital Support Building by December 31, 2015, Kaiser shall reimburse City for fifty percent (50%) of the construction costs of the Channel Improvements.

(b) Hospital. In the event Kaiser does not commence construction of the Hospital by December 31, 2018, Kaiser shall reimburse City for an additional 20 percent (20%) of the construction costs of the Channel Improvements. If Kaiser does not commence construction of the Hospital by December 31, 2020, Kaiser shall reimburse City for the balance of the construction costs of the Channel Improvements.

(c) Sale of the Project Site. In the event Kaiser enters into an agreement for the sale of the Project Site, the full Cost of the Channel Improvements shall be due and payable to the City. To the extent that a portion of the Project Site is sold, the repayment obligation shall be prorated, based on the ratio of the square footage of the land sold to the total square footage of the Project Site. The prorata portion Cost of the Channel Improvements attributable to the portion of the Project Site being sold shall be paid and the balance of the repayment obligation for the retained land shall continue in accordance with the time frames set forth herein.

(d) Costs Determined. The costs subject to Kaiser's reimbursement obligation (the "Cost of the Channel Improvements") shall include all of City's out-of-pocket costs associated with the construction of the Channel Improvements, increased by

the interest rate of seven percent (7%) on the first anniversary of the Effective Date and every anniversary thereafter.

Section 4.6. Kaiser's Right to Rebuild. City agrees that Kaiser may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Project become functionally outdated, within Kaiser's sole discretion, due to changes in technology. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

ARTICLE V

COOPERATION - IMPLEMENTATION

Section 5.1. Processing Application for Subsequent Approvals. By approving the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed to be tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Project Approvals as set forth above.

Section 5.2. Timely Submittals By Kaiser. Kaiser acknowledges that City cannot expedite processing Subsequent Approvals until Kaiser submits complete applications on a timely basis. Kaiser shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Kaiser's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary required materials as set forth in the Applicable Law. It is the express intent of Kaiser and City to cooperate and diligently work to obtain any and all Subsequent Approvals.

Section 5.3. Timely Processing By City. Upon submission by Kaiser of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, (i) providing at Kaiser's expense, and subject to Kaiser's request and prior approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. City shall ensure that adequate staff is available, and shall authorize overtime staff assistance as may be necessary to timely process such Subsequent Approval application.

Section 5.4. Review of Subsequent Approvals. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Kaiser as an amendment to that Project Approval pursuant to Section 7.1). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with the Specific Plan, this Agreement or Applicable Law, or is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City must specify in writing the reasons for such denial and may suggest a modification which would be approved. Any such specified modifications must be consistent with the Specific Plan, this Agreement, Applicable Law and the Project Approval, and City shall approve the application if it is subsequently resubmitted for City review and addresses the reason for the denial in a manner that is consistent with this Agreement, Applicable Law and the Project Approvals.

Section 5.5. Other Government Permits. At Kaiser's sole discretion and in accordance with Kaiser's construction schedule, Kaiser shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Kaiser in its efforts to obtain such permits and approvals and shall, from time to time at the request of Kaiser, use its best efforts to enter into binding agreements with any such entity as may be necessary to ensure the timely availability of such permits and approvals; provided, that, except with respect to the Channel Improvements, nothing herein shall require to City to expend any funds (other than for staff work) in connection with such agreements.

Section 5.6. Assessment Districts or Other Funding Mechanisms.

(a) City is unaware of any pending efforts to initiate, or consider applications for new or increased assessments covering the Project Site, or any portion thereof.

(b) City understands that long term assurances by City concerning fees, taxes and assessments were a material consideration for Kaiser agreeing to process the siting of the Project in its present location. City shall retain the ability to initiate or process applications for the formation of new assessment districts covering all or any portion of the Project site. Notwithstanding the foregoing, Kaiser retains all its rights to oppose the formation or proposed assessment of any new assessment district or increased assessment. In the event an assessment district is lawfully formed to provide funding for services, improvements, maintenance or facilities which are substantially the same as those services, improvements, maintenance or facilities being funded by the fees or assessments to be paid by Kaiser under the Project Approvals or this Agreement, such fees or assessments to be paid by Kaiser shall be subject to reduction/credit in an amount equal to Kaiser's new or increased assessment under the assessment district. Alternatively, the new assessment district shall reduce/credit Kaiser's new assessment in

an amount equal to such fees or assessments to be paid by Kaiser under the Project Approvals or this Agreement.

(c) At the request of Kaiser, City shall cooperate in the formation of assessment districts, community facilities districts, tax-exempt financing mechanisms, or other funding mechanisms related to traffic, sewer, water or other infrastructure improvements (including, without limitation, design, acquisition and construction costs) within the Project Site. City shall diligently and expeditiously process applications by Kaiser necessary to establish funding mechanisms so long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Kaiser may initiate improvement and assessment proceedings utilizing assessment mechanisms authorized under the law of the State of California where the property subject to assessment (the "Assessed Property") provides primary security for payment of the assessments. Kaiser may initiate such assessment proceedings with respect to a portion of the Assessed Property to provide financing for design or construction of improvements for such portion. City shall allocate shortfalls or cost overruns in the same manner as the special taxes or assessments for construction of improvements (as opposed to assessments for maintenance) are allocated in the community facilities district or other financing mechanism so that each lot and/or parcel within the benefited area shall bear its appropriate share of the burden thereof as determined by City and construction or acquisition of needed improvements shall not be prevented or delayed.

ARTICLE VI

STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 6.1. Vested Right to Develop. Kaiser shall have a vested right to develop the Project on the Project Site in accordance with the terms and conditions of this Agreement. Nothing in this section shall be deemed to eliminate or diminish the requirement of Kaiser to obtain any required Subsequent Approvals.

Section 6.2. Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals. Permitted uses shall include, without limitation, the Hospital Support Building, Central Utility Plant, Hospital, Hospital Addition, Medical Office Building, parking facilities any related buildings or facilities associated with a medical campus, and any other use permitted by the Specific Plan.

Section 6.3. Applicable Laws. The rules, regulations, official policies, standards and specifications applicable to the Project (the "Applicable Laws") shall be those set forth in this Agreement and the Project Approvals, and, with respect to matters not addressed by this Agreement or the Project Approvals, those rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing of construction, densities, maximum floor area and coverage ratios established by the Specific Plan, design, heights, fees, exactions, and taxes in force and effect on the Effective Date of this Agreement subject to any adjustments as provided in Section 3.2(c). Notwithstanding the forgoing, Kaiser, in its sole discretion, may elect to proceed pursuant to those rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) in effect at the time of application for a Subsequent Approval.

Section 6.4. Changes in Applicable Laws.

(a) Non-Application of Changes in Applicable Laws. Any change in, or addition to, the Applicable Laws, including, without limitation, any change in any applicable general or specific plan, zoning ordinance or building regulation adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council or Planning Commission or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict with the Applicable Laws or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers or are otherwise expressly allowed by this Agreement or consented to in writing by Developer.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, construction of the Project shall comply with changes occurring from time to time in the Uniform Codes pursuant to the Reserved Powers.

(c) Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Laws. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended if necessary to comply with such state or federal laws or regulations.

(d) Special Taxes and Assessments. Except with regard to the Drainage Maintenance District, Landscaping District and Lighting District as provided for in Section 3.2, Developer shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello-Roos Community Facilities Districts, maintenance districts or other similar districts.

Section 6.5. No Conflicting Enactments. Except with respect to fee adjustments as provided in Section 3.2(c) and changes in Applicable Laws as provided in Section 6.4, the City shall not impose on the Project (whether by action of the City

Council or by initiative, referendum or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each individually, a "City Law") that is in conflict with Applicable Law or this Agreement or that reduces the development rights or assurances provided by this Agreement. Without limiting the generality of the foregoing, any City Law shall be deemed to conflict with Applicable Law or this Agreement or reduce the development rights provided hereby if it would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project:

(a) Change any land use designation or permitted use of the Project Site;

(b) Limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities (for example, water rights, water connections or sewage capacity rights, sewer connections, etc.) for the Project;

(c) Limit or control the location of buildings, structures, grading, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals or the Subsequent Approvals (as and when they are issued);

(d) Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner inconsistent with this Agreement;

(e) Apply to the Project any City Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites;

(f) Result in Kaiser having to substantially delay construction of the Project or require the issuance of additional permits or approvals by the City other than those required by Applicable Law;

(g) Substantially increase the cost of constructing or developing the Project or any portion thereof;

(h) Establish, enact, increase, or impose against the Project or Project Site any fees, taxes (including without limitation general, special and excise taxes), assessments, liens or other monetary obligations (including generating demolition permit fees, encroachment permit and grading permit fees) other than those specifically permitted by this Agreement or other connection fees imposed by third party utilities;

(i) Impose against the Project any condition, dedication or other exaction not specifically authorized by Applicable Law; or

(j) Limit the processing or procuring of applications and approvals of Subsequent Approvals.

Section 6.6. Initiatives and Referenda.

(a) If any City Law is enacted or imposed by initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement, such Law shall not apply to the Project.

(b) Without limiting the generality of any of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting subdivision maps, building permits or other entitlements to use that are approved or to be approved, issued or granted within the City, or portions of the City, shall apply to the Project.

(c) To the maximum extent permitted by law, City shall prevent any City Law from invalidating or prevailing over all or any part of this Agreement, and City shall cooperate with Kaiser and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect.

(d) City shall not support, adopt or enact any City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement, the Project Approvals or the Subsequent Approvals.

(e) Kaiser reserves the right to challenge in court any City Law that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

Section 6.7. Environmental Mitigation. The parties understand that the EIR was intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the maximum extent allowed by law and not to impose on the Project any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program or specifically required by Applicable law. In addition, to the extent consistent with CEQA's policies and requirements applicable to either Master EIR's or tiered EIR's, the City agrees to use the EIR in connection with the processing of approvals related to Future Expansion to the maximum extent allowed by law.

Section 6.8. Life of Subdivision Maps, Development Approvals, and Permits. The term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the longer of the duration of this Agreement (including any extensions) or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which a development moratorium (including, but not limited to, a water or sewer

moratorium or water and sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project or a lawsuit involving any such development approvals or permits is pending.

Section 6.9. State and Federal Law. As provided in California Government Code § 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law, and City and Kaiser shall take such action as may be required pursuant to this Agreement including, without limitation, Article V (Cooperation-Implementation) and Section 10.5 (Enforced Delays; Extension of Time of Performance). Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Kaiser any fee specifically mandated and required by state or federal laws and regulations.

Section 6.10. Timing of Project Construction and Completion.

(a) Project Phasing. The Project is expected to be built in multiple phases in response to the health care delivery requirements of Kaiser over the Term of the Agreement. The parties acknowledge that Kaiser cannot predict the timing, rate, order or actual number of Phases with certainty. The timing, order and rate of development shall be in Kaiser's sole discretion, subject only to the requirements set forth in subsection (b) below. The preliminary phasing plan is as follows:

(i) Phase 1. Phase 1 of the Project is anticipated to include the Hospital Support Building that will contain specialty medical offices for up to 56 physicians, an ambulatory surgery center, and administrative offices. The Hospital Support Building is expected to be between 125,000 and 195,000 square feet and up to four stories in height. A Central Utility Plant will also be constructed during Phase 1 to support the entire Project. Occupancy of the Phase 1 structures is expected between 2011 and 2015.

(ii) Phase 2. Phase 2 of the Project will add the Hospital containing approximately 100 to 150 beds within a 200,000 to 300,000 square foot structure, up to five stories in height. Occupancy of the Hospital is expected between 2014 and 2018.

(iii) Phase 3. Phase 3 of the Project will be constructed if population growth generates sufficient demand, potentially resulting in a 50 bed Hospital Addition in an approximately 100,000 square foot structure and a 61,200 square foot Medical Office Building. Occupancy of the Phase 3 structures is expected after completion of Phase 2, with a 2020 to 2030 horizon.

(b) Notwithstanding any provision of this Agreement, City and Kaiser expressly agree that there is no requirement that Kaiser initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Kaiser cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Kaiser, such as changes in health care delivery requirements, member needs, market orientation and demand, interest rates, competition and other similar factors.

(c) In light of the foregoing and except as set forth in subsection (b) below, the parties agree that Kaiser shall be able to develop in accordance with Kaiser's own time schedule as such schedule may exist from time to time, and Kaiser shall determine which part of the Project Site to develop first, and at Kaiser's chosen schedule. In particular, and not in limitation of any of the foregoing, since 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 consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Kaiser shall have the right to develop the Project in such order and at such rate and at such times as Kaiser deems appropriate within the exercise of its subjective business judgment.

(d) Nothing in this Agreement shall exempt Kaiser from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.

Section 6.11. Exempting Fees Imposed by Outside Agencies. The City agrees to exclude Kaiser from any and all collection agreements regarding fees, including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or the Project Site after the Effective Date through the Term of this Agreement. This section shall not prohibit the City from imposing on Kaiser any fee or obligation that is imposed by a regional agency in accordance with state or federal obligations and implemented by the City in cooperation with such regional agency.

Section 6.12. Fee Reductions or Credits. The parties intend that the fees described in Sections 3.2 will be in lieu of any exactions, taxes or assessments generally intended to address similar uses or purposes, and that Kaiser shall not be required to pay two times for any such exaction, fee or assessment. Accordingly, the fees described in Section 3.2 shall be subject to reductions/credits in an amount equal to Kaiser's actual cost of complying with any such lawfully imposed exaction, tax, or assessment generally intended to address similar uses or purposes, whether imposed on the Project, the Project Site, the Project Approvals or the Subsequent Approvals. Notwithstanding the foregoing, no such reduction/credit shall be provided as a result of any assessment that arises from an assessment district requested by Kaiser under Section 5.6(c).

ARTICLE VII

AMENDMENT

Section 7.1. To the extent permitted by state and federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:

(a) Administrative Project Amendments. Upon the written request of Kaiser for an amendment or modification to a Project Approval or Subsequent Approval, the Specific Plan Review Committee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with the Specific Plan, this Agreement and Applicable Law. If the Specific Plan Review Committee finds that the proposed amendment or modification is minor, consistent with the Specific Plan, this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Project Amendment" and the Specific Plan Review Committee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) Non-Administrative Project Amendments. Any request of Kaiser for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 7.2. Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) Administrative Agreement Amendments. Any amendment to this Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Kaiser, shall not, except to the extent otherwise required by law, require notice or public hearing before the parties

may execute an amendment hereto. Such amendment may be approved by City resolution.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, or a Subsequent Approval shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement.

ARTICLE VIII

ASSIGNMENT, TRANSFER AND NOTICE

Section 8.1. Assignment of Interests, Rights and Obligations. Kaiser may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

Section 8.2. Transfer Agreements.

(a) In connection with the transfer or assignment by Kaiser of all or any portion of the Project (other than a transfer or assignment by Kaiser to an affiliated party, or a Mortgagee or as provided in Section 8.3), Kaiser and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Kaiser and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Kaiser from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Kaiser to be necessary or appropriate in connection with the transfer or assignment.

(b) Kaiser shall seek City's prior written consent to any Transfer Agreement, which consent shall not be unreasonably withheld or delayed. Failure by City to respond within forty-five (45) days to any request made by Kaiser for such consent shall be deemed to be City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable opinion be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the Planning Director, and is appealable by Kaiser to the City Council.

(c) Any Transfer Agreement shall be binding on Kaiser, City and the transferee. Upon recordation of any Transfer Agreement in the Official Records of Los Angeles County, Kaiser shall automatically be released from those obligations assumed by the transferee therein.

(d) Kaiser shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Kaiser's obligations under this Agreement shall be attributed to Kaiser, nor may Kaiser's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

Section 8.3. Nonassuming Transferees. Subject to the repayment obligation set forth in Section 4.5(c) and except as otherwise required by Kaiser in Kaiser's sole discretion, the burdens, obligations and duties of Kaiser under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with, any property that has been established as one or more separate legal parcels. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to be subject to the provisions of the Specific Plan and in particular to the provisions of Section ___ thereof. Nothing in this section shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.

Section 8.4. Notice of Compliance Generally. Within thirty (30) days following any written request which Kaiser may make from time to time, City shall execute and deliver to Kaiser (or to any party requested by Kaiser) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies:

(a) 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) There are no current uncured defaults under this Agreement or specifying the dates and nature of any such default;

(c) Any other information reasonably requested by Kaiser. The failure to deliver such a statement within such time shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Kaiser and that there are no uncured defaults in the performance of the Kaiser, except as may be represented by the Kaiser. Kaiser shall have the right at Kaiser's sole discretion, to record the Notice of Compliance.

ARTICLE IX

COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.1. Cooperation.

(a) In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the Agreement or any Project Approval or Subsequent Approval, the parties shall cooperate in defending such action or proceeding. The parties shall use best efforts to select mutually agreeable legal counsel to defend such action, and Kaiser shall pay compensation for such legal counsel; provided, however, that such compensation shall include only compensation paid to counsel not otherwise employed as City staff and shall exclude, without limitation, City Attorney time and overhead costs and other City staff overhead costs and normal day-to-day business expenses incurred by City. Kaiser's obligation to pay for legal counsel shall not extend to fees incurred on appeal unless otherwise authorized by Kaiser. In the event City and Kaiser are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel at its own expense.

(b) The parties agree that this Section 9.1 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this section, which shall survive such invalidation, nullification or setting aside.

Section 9.2. Cure; Reapproval.

(a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.1, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies related to, as follows, unless the Parties mutually agree in writing to act otherwise:

(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement, Project Approval, or Subsequent Approval, then the Parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement. City shall then readopt or reenact this Agreement, Project Approval, Subsequent Approval, or any portion thereof, to which the Deficiencies related.

(ii) Acting in a manner consistent with the intent of this Agreement includes, but is not limited to, recognizing that the Parties intend that Kaiser may develop the Hospital Support Building, Central Utility Plan, Hospital, Hospital Addition, Medical Office Building, parking facilities any related buildings or facilities associated with a medical campus, and any other use permitted by the Specific Plan, and adopting such ordinances, resolutions, and other enactments as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.

(b) The parties agree that this Section 9.2 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this section, which shall survive such invalidation, nullification or setting aside.

ARTICLE X

DEFAULT; REMEDIES; TERMINATION

Section 10.1. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence ("Default Notice") shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of a default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing party shall take no further action.

Section 10.2. Termination. If City elects to consider terminating this Agreement due to a material default of Kaiser, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. Kaiser shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Kaiser by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Kaiser files an action to challenge City's termination of this Agreement within such sixty-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this

Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 10.3. Periodic Review.

(a) Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Kaiser with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the Planning Director or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1.

(b) Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Section 12.9 of this Agreement, City shall deposit in the mail to Kaiser a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Kaiser's performance hereunder. Kaiser shall be permitted an opportunity to respond to City's evaluation of Kaiser's performance, either orally at a public hearing or in a written statement, at Kaiser's election. Such response shall be made to the Planning Director.

(c) Good Faith Compliance. During the Periodic Review, the Planning Director shall review Kaiser's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the Planning Director shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Kaiser has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Director shall be appealable to the City Council. If the Planning Director finds and determines that Kaiser has not complied with such terms and conditions, the Planning Director may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code Sections 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Kaiser and City.

(d) Failure to Properly Conduct Periodic Review. If City fails, during any calendar year, to either (i) conduct the Periodic Review or (ii) notify Kaiser in writing of City's determination, pursuant to a Periodic Review, as to Kaiser's compliance with the terms of this Agreement and such failure remains uncured as of December 31 of any year during the term of this Agreement, such failure shall be conclusively deemed an approval by City of Kaiser's compliance with the terms of this Agreement.

(e) Written Notice of Compliance. With respect to any year for which Kaiser has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following request by Kaiser, provide Kaiser with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Kaiser shall have the right, in Kaiser's sole discretion, to record such notice of compliance.

Section 10.4. Default by City or Kaiser. In the event City or Kaiser defaults under the terms of this Agreement, City or Kaiser shall have all rights and remedies provided herein or under law.

Section 10.5. Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excused performance which is not within the reasonable control of the party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals or Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project pursuant to this Agreement, or Kaiser's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Kaiser. Upon the request of either party hereto, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be memorialized in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

Section 10.6. Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 10.7. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 10.8. Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Kaiser shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 10.8 shall in any way be interpreted as requiring that Kaiser and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Kaiser unless expressly agreed to by the parties to such meetings.

Section 10.9. Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any other costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 10.10. Hold Harmless. Kaiser shall hold City and its elected and appointed officers, agents, employees, and representatives harmless from claims, costs, and liabilities for any personal injury, death, or property damage which is a result of the construction of the Project, or of operations performed under this Agreement by Kaiser or by Kaiser's contractors, subcontractors, agents or employees, whether such operations were performed by Kaiser or any of Kaiser's contractors, subcontractors, agents or employees. Nothing in this section shall be construed to mean that Kaiser shall hold City harmless from any claims of personal injury, death or property damage arising from, or alleged to arise from, any act, or failure to act, on the part of City, its elected and appointed representatives, officers, agents and employees.

ARTICLE XI

NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Kaiser shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Kaiser under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Kaiser hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Kaiser and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Kaiser.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.2. Enforceability. City and Kaiser agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code Section 65866.

Section 12.3. Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 12.4. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Kaiser may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 12.5. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12.6. Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Kaiser, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 12.7. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 12.8. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.

Section 12.9. Notices. Any notice or communication required hereunder between City or Kaiser must be in writing, and may be given either personally, by telefacsimile (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address 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 City, to:
City of Lancaster
44933 N. Fern Avenue
Lancaster, CA 93534
Attention: City Manager

With Copies to:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: David R. McEwen, Esq.
Office: (949) 725-4162
e-mail: dmcewen@sycr.com

If to Kaiser, to:
Kaiser Foundation Hospitals
Corporate Real Estate Department
393 E. Walnut Street
Pasadena, CA 91188
Attention: Doug Wolfley, CCIM
Corporate Real Estate Manager
Office: (626) 381-3243
e-mail: doug.c.wolfley@kp.org

With Copies to: Kaiser Foundation Hospitals
1800 Harrison Street, 19th Floor
Oakland, CA 94612
Attention: Indrajit Obeysekere, Counsel
Office: (510) 625-6405
e-mail: i.obeysekere@kp.org

Section 12.10. Entire Agreement, Counterparts And Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of [___] pages and [___] exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and the Kaiser. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Section 12.11. Recordation Of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Los Angeles.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Kaiser and City as of the day and year first above written.

CITY: CITY OF LANCASTER
a California Municipal Corporation

ATTEST:

By: _____
Name: Robert LaSala
Title: City Manager

_____
asst City Clerk

APPROVED AS TO FORM:

By: Stradling Yocca Carlson & Rauth

_____
Name: David R. McEwen
Title: City Attorney

KAISER: KAISER FOUNDATION HOSPITALS,
a California not-for-profit public benefit corporation

By: _____
Name: Joe D. Celbath
National Director of Real Estate
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On December 3, 2009 (Date) before me, Linda J. Ambalong, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Joe D. Colbath (Name(s) of Signer(s))

☑ personally known to me

☐ (or 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.

WITNESS my hand and official seal.

LINDA J. AMBALONG
Commission # 1665080
Notary Public - California
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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
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EXHIBIT A-1

SPECIFIC PLAN AREA

[TO COME]

EXHIBIT A-2

PROJECT SITE

EXHIBIT B

IMPACT FEES AND
PROCESSING FEES AND CHARGES

City Impact Fees:	Circulation (Traffic Impact) Traffic (Traffic Signals) Storm Drainage (Drainage Facilities) Recycled Water General Government (Administrative Offices and Corporate Yard)
Other Governmental Agency Fees:	Fire Protection Fee School Fees L.A. County Waterworks Fees AVEK Fees L.A. County Sanitation Fees
Processing Fees and Charges:	Grading Plan Check Permit Fees for any non-OSHPD regulated buildings Development Review by the Amargosa Specific Plan Review Agency Landscape Plan Check Fee Planning Sign Review Fee Biological Mitigation Fee

EXHIBIT C

CHANNEL IMPROVEMENTS

NATIVE AMERICAN HERITAGE COMMISSION

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Reginald Pagaling
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Raymond C. Hitchcock
Miwok, Nisenan

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

February 27, 2024

Jocelyn Swain
City of Lancaster
44933 Fern Avenue
Lancaster CA 93534

Re: 2024020979, Parkway Village Specific Plan Project, Los Angeles County

Dear Ms. Swain:

The Native American Heritage Commission (NAHC) has received the Notice of Preparation (NOP), Draft Environmental Impact Report (DEIR) or Early Consultation for the project referenced above. The California Environmental Quality Act (CEQA) (Pub. Resources Code §21000 et seq.), specifically Public Resources Code §21084.1, states that a project that may cause a substantial adverse change in the significance of a historical resource, is a project that may have a significant effect on the environment. (Pub. Resources Code § 21084.1; Cal. Code Regs., tit.14, §15064.5 (b) (CEQA Guidelines §15064.5 (b)). If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an Environmental Impact Report (EIR) shall be prepared. (Pub. Resources Code §21080 (d); Cal. Code Regs., tit. 14, § 5064 subd.(a)(1) (CEQA Guidelines §15064 (a)(1)). In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources within the area of potential effect (APE).

CEQA was amended significantly in 2014. Assembly Bill 52 (Gatto, Chapter 532, Statutes of 2014) (AB 52) amended CEQA to create a separate category of cultural resources, "tribal cultural resources" (Pub. Resources Code §21074) and provides that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment. (Pub. Resources Code §21084.2). Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. (Pub. Resources Code §21084.3 (a)). **AB 52 applies to any project for which a notice of preparation, a notice of negative declaration, or a mitigated negative declaration is filed on or after July 1, 2015.** If your project involves the adoption of or amendment to a general plan or a specific plan, or the designation or proposed designation of open space, on or after March 1, 2005, it may also be subject to Senate Bill 18 (Burton, Chapter 905, Statutes of 2004) (SB 18). **Both SB 18 and AB 52 have tribal consultation requirements.** If your project is also subject to the federal National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966 (154 U.S.C. 300101, 36 C.F.R. §800 et seq.) may also apply.

The NAHC recommends consultation with California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and best protect tribal cultural resources. Below is a brief summary of portions of AB 52 and SB 18 as well as the NAHC's recommendations for conducting cultural resources assessments.

Consult your legal counsel about compliance with AB 52 and SB 18 as well as compliance with any other applicable laws.

AB 52

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

1. Fourteen Day Period to Provide Notice of Completion of an Application/Decision to Undertake a Project: Within fourteen (14) days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a lead agency shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, to be accomplished by at least one written notice that includes:

- **a.** A brief description of the project.
- **b.** The lead agency contact information.
- **c.** Notification that the California Native American tribe has 30 days to request consultation. (Pub. Resources Code §21080.3.1 (d)).
- **d.** A "California Native American tribe" is defined as a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of Statutes of 2004 (SB 18). (Pub. Resources Code §21073).

2. Begin Consultation Within 30 Days of Receiving a Tribe's Request for Consultation and Before Releasing a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report: A lead agency shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. (Pub. Resources Code §21080.3.1, subds. (d) and (e)) and prior to the release of a negative declaration, mitigated negative declaration or Environmental Impact Report. (Pub. Resources Code §21080.3.1(b)).

- **a.** For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code §65352.4 (SB 18). (Pub. Resources Code §21080.3.1 (b)).

3. Mandatory Topics of Consultation If Requested by a Tribe: The following topics of consultation, if a tribe requests to discuss them, are mandatory topics of consultation:

- **a.** Alternatives to the project.
- **b.** Recommended mitigation measures.
- **c.** Significant effects. (Pub. Resources Code §21080.3.2 (a)).

4. Discretionary Topics of Consultation: The following topics are discretionary topics of consultation:

- **a.** Type of environmental review necessary.
- **b.** Significance of the tribal cultural resources.
- **c.** Significance of the project's impacts on tribal cultural resources.
- **d.** If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency. (Pub. Resources Code §21080.3.2 (a)).

5. Confidentiality of Information Submitted by a Tribe During the Environmental Review Process: With some exceptions, any information, including but not limited to, the location, description, and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code §6254 (r) and §6254.10. Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public. (Pub. Resources Code §21082.3 (c)(1)).

6. Discussion of Impacts to Tribal Cultural Resources in the Environmental Document: If a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document shall discuss both of the following:

- **a.** Whether the proposed project has a significant impact on an identified tribal cultural resource.
- **b.** Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to Public Resources Code §21082.3, subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource. (Pub. Resources Code §21082.3 (b)).

7. Conclusion of Consultation: Consultation with a tribe shall be considered concluded when either of the following occurs:

a. The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or

b. A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached. (Pub. Resources Code §21080.3.2 (b)).

8. Recommending Mitigation Measures Agreed Upon in Consultation in the Environmental Document: Any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code §21080.3.2 shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program, if determined to avoid or lessen the impact pursuant to Public Resources Code §21082.3, subdivision (b), paragraph 2, and shall be fully enforceable. (Pub. Resources Code §21082.3 (a)).

9. Required Consideration of Feasible Mitigation: If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the lead agency shall consider feasible mitigation pursuant to Public Resources Code §21084.3 (b). (Pub. Resources Code §21082.3 (e)).

10. Examples of Mitigation Measures That, If Feasible, May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:

a. Avoidance and preservation of the resources in place, including, but not limited to:

i. Planning and construction to avoid the resources and protect the cultural and natural context.

ii. Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.

b. Treating the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:

i. Protecting the cultural character and integrity of the resource.

ii. Protecting the traditional use of the resource.

iii. Protecting the confidentiality of the resource.

c. Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.

d. Protecting the resource. (Pub. Resource Code §21084.3 (b)).

e. Please note that a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed. (Civ. Code §815.3 (c)).

f. Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated. (Pub. Resources Code §5097.991).

11. Prerequisites for Certifying an Environmental Impact Report or Adopting a Mitigated Negative Declaration or Negative Declaration with a Significant Impact on an Identified Tribal Cultural Resource: An Environmental Impact Report may not be certified, nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:

a. The consultation process between the tribes and the lead agency has occurred as provided in Public Resources Code §21080.3.1 and §21080.3.2 and concluded pursuant to Public Resources Code §21080.3.2.

b. The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.

c. The lead agency provided notice of the project to the tribe in compliance with Public Resources Code §21080.3.1 (d) and the tribe failed to request consultation within 30 days. (Pub. Resources Code §21082.3 (d)).

The NAHC's PowerPoint presentation titled, "Tribal Consultation Under AB 52: Requirements and Best Practices" may be found online at: http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation_CalEPAPDF.pdf

SB 18

SB 18 applies to local governments and requires local governments to contact, provide notice to, refer plans to, and consult with tribes prior to the adoption or amendment of a general plan or a specific plan, or the designation of open space. (Gov. Code §65352.3). Local governments should consult the Governor's Office of Planning and Research's "Tribal Consultation Guidelines," which can be found online at: https://www.opr.ca.gov/docs/09_14_05_Updated_Guidelines_922.pdf.

Some of SB 18's provisions include:

1. Tribal Consultation: If a local government considers a proposal to adopt or amend a general plan or a specific plan, or to designate open space it is required to contact the appropriate tribes identified by the NAHC by requesting a "Tribal Consultation List." If a tribe, once contacted, requests consultation the local government must consult with the tribe on the plan proposal. **A tribe has 90 days from the date of receipt of notification to request consultation unless a shorter timeframe has been agreed to by the tribe.** (Gov. Code §65352.3 (a)(2)).
2. No Statutory Time Limit on SB 18 Tribal Consultation. There is no statutory time limit on SB 18 tribal consultation.
3. Confidentiality: Consistent with the guidelines developed and adopted by the Office of Planning and Research pursuant to Gov. Code §65040.2, the city or county shall protect the confidentiality of the information concerning the specific identity, location, character, and use of places, features and objects described in Public Resources Code §5097.9 and §5097.993 that are within the city's or county's jurisdiction. (Gov. Code §65352.3 (b)).
4. Conclusion of SB 18 Tribal Consultation: Consultation should be concluded at the point in which:
    a. The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
    b. Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning the appropriate measures of preservation or mitigation. (Tribal Consultation Guidelines, Governor's Office of Planning and Research (2005) at p. 18).

Agencies should be aware that neither AB 52 nor SB 18 precludes agencies from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52 and SB 18. For that reason, we urge you to continue to request Native American Tribal Contact Lists and "Sacred Lands File" searches from the NAHC. The request forms can be found online at: http://nahc.ca.gov/resources/forms/.

NAHC Recommendations for Cultural Resources Assessments

To adequately assess the existence and significance of tribal cultural resources and plan for avoidance, preservation in place, or barring both, mitigation of project-related impacts to tribal cultural resources, the NAHC recommends the following actions:

1. Contact the appropriate regional California Historical Research Information System (CHRIS) Center (https://ohp.parks.ca.gov/?page_id=30331) for an archaeological records search. The records search will determine:
    a. If part or all of the APE has been previously surveyed for cultural resources.
    b. If any known cultural resources have already been recorded on or adjacent to the APE.
    c. If the probability is low, moderate, or high that cultural resources are located in the APE.
    d. If a survey is required to determine whether previously unrecorded cultural resources are present.

2. If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
    a. The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
    b. The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

3. Contact the NAHC for:
   a. A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
   b. A Native American Tribal Consultation List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.

4. Remember that the lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.
   a. Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources per Cal. Code Regs., tit. 14, §15064.5(f) (CEQA Guidelines §15064.5(f)). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
   b. Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
   c. Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code §7050.5, Public Resources Code §5097.98, and Cal. Code Regs., tit. 14, §15064.5, subdivisions (d) and (e) (CEQA Guidelines §15064.5, subds. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

If you have any questions or need additional information, please contact me at my email address: Andrew.Green@NAHC.ca.gov.

Sincerely,

Andrew Green

Andrew Green
Cultural Resources Analyst

cc: State Clearinghouse

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager
1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

March 26, 2024

Ref. DOC 7165603

VIA EMAIL jswain@cityoflancasterca.gov

Ms. Jocelyn Swain, Senior Planner
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

Dear Ms. Swain:

NOP Response to Parkway Village Specific Plan

The Los Angeles County Sanitation Districts (Districts) received a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) for the subject project located in the City of Lancaster on February 29, 2024. The proposed project is located within the jurisdictional boundaries of District No. 14. We offer the following comments regarding sewerage service:

1. The wastewater flow originating from the proposed project will discharge to local sewer lines, which are not maintained by the Districts, for conveyance to either the Districts' 10th Street West Trunk Sewer, Amargosa Creek Trunk Sewer, or Trunk E Sewer.

Name	Location	Size (dia.)*	Capacity (mgd)**	Peak Flow (mgd)	Last Measured
10th Street West Trunk	In 10th Street West north of Avenue K-15	12	2.2	0.2	2021
Amargosa Creek Trunk	In West Avenue L at 5th Street West	15	3.7	0.1	2021
Trunk E	In West Avenue K south of Sierra Highway	12	1.1	0.1	2021

*diameter in inches
**million gallons per day

2. The wastewater generated by the proposed project will be treated at the Lancaster Water Reclamation Plant, which has a capacity of 18 mgd and currently processes an average recycled flow of 13.9 mgd.

3. The expected average wastewater flow from the project, described in the NOP as 4,246 residential units; 130 hotel rooms; 150,000 square feet of commercial mixed use; 415,000 square feet of office; 185,000 square feet of fitness center; 378,972 square feet of school; 200 bed hospital and 500,000 square feet of medical building, is 1.614 mgd. For a copy of the District's average wastewater generation factors, go to www.lacsd.org, under Services, then Wastewater Program and Permits and select Will Serve Program, and click on the Table 1, Loadings for Each Class of Land Use link.

4. Details for any future individual developments within the City should be submitted to the Districts for review to determine whether or not sufficient trunk sewer capacity exists to serve each development and if Districts' facilities will be affected by the development. This is accomplished through the Districts' Will Serve Program. Information for which can be found on our website at Will Serve Program.

5. The Districts are empowered by the California Health and Safety Code to charge a fee to connect facilities (directly or indirectly) to the Districts' Sewerage System or to increase the strength or quantity of wastewater discharged from connected facilities. This connection fee is used by the Districts for its capital facilities. Payment of a connection fee may be required before future individual development is permitted to discharge to the Districts' Sewerage System. For more information and a copy of the Connection Fee Information Sheet, go to www.lacsd.org, under Services, then Wastewater (Sewage) and select Rates & Fees. In determining the impact to the Sewerage System and applicable connection fees, the Districts will determine the user category (e.g. Condominium, Single Family Home, etc.) that best represents the actual or anticipated use of the parcel(s) or facilities on the parcel(s) in the development. For more specific information regarding the connection fee application procedure and fees, please contact the Districts' Wastewater Fee Public Counter at (562) 908-4288, extension 2727.

6. In order for the Districts to conform to the requirements of the Federal Clean Air Act (CAA), the capacities of the Districts' wastewater treatment facilities are based on the regional growth forecast adopted by the Southern California Association of Governments (SCAG). Specific policies included in the development of the SCAG regional growth forecast are incorporated into clean air plans, which are prepared by the South Coast and Antelope Valley Air Quality Management Districts in order to improve air quality in the South Coast and Mojave Desert Air Basins as mandated by the CAA. All expansions of Districts' facilities must be sized and service phased in a manner that will be consistent with the SCAG regional growth forecast for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial. The available capacity of the Districts' treatment facilities will, therefore, be limited to levels associated with the approved growth identified by SCAG. As such, this letter does not constitute a guarantee of wastewater service but is to advise the developer that the Districts intend to provide this service up to the levels that are legally permitted and to inform the developer of the currently existing capacity and any proposed expansion of the Districts' facilities.

If you have any questions, please contact the undersigned at (562) 908-4288, extension 2742, or phorsley@lacsd.org.

Very truly yours,

Patricia Horsley

Patricia Horsley
Environmental Planner
Facilities Planning Department

PLH:plh

cc: A. Schmidt
A. Howard

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ❒ **Opposi**

Full Name: Andrea Bush / representing Ann

Address: 40-9

Email/Phone: andreabush9009@ 661 57

Comments: what would happen to the lot + vesti
of the Sierra Retirement Village on Sierra Hi
How would they be assisted in finding
new homes?

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing:**

Full Name/Organization: Sierra Retirement Village

Address: 43321 Sierra Hwy #67 Lanc. 93534

Email/Phone: KPlionsfan67@yahoo

Comments: Its not right to put Sierra Elderly, disabled people with no family out in the streets. We all live $1,100 a month and can't afford anywhere else. We all love our homes + neighbors. Its not righ

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing**

Full Name/Organization: R&D Digits

Address: 43921 Sierra Hwy #71 Lancaster CA 93534

Email/Phone: (N/A)

Comments: What about the people who can't afford the rent Some where else? Are you gonna pay for us to relocate? and where? Can't you build Affordable Ds?

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing:**

Full Name: Mitchell Kraft

Address: 43321 Sierra Highway #91 Lancaster CA

Email/Phone: 661-441-9301

Comments: Your Project will leave 100 senior w/disabilities homeless. What is the time frame before Sierra Retirement is demolished & We become hom

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing:**

Full Name/Organization: Virginia Williams

Address: 43321 Sierra Hwy #52

Email/Phone: 661-948-5403

Comments: You are causing more stress to all people who are settled and [illegible] have Rent!!

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing:**

Full Name/Organization: SIERRA HWY APARTMENTS

Address:

Email/Phone: 661-810 2499

Comments: IN EVENT OF THE WE WOULD LIKE
HEAR A TIMELINE

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing**

Full Name/Organization: Kathy Bacca

Address: 43321 Sierra Hwy Apt #55 Lancaster CA 93534

Email/Phone: (661) 941 6924

Comments: Their Project will dispossess many hundreds of elderly people AND I PRAY to GOD They will Go BROKE AND lose All of Whatever ~~they~~ THEY INVEST

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposin**

Full Name: Aurora Lopez

Address: 43321 Sierra Hwy. #40. Lancaster, Ca 9353

Email/Phone: 213 466 3473

Comments:

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing:**

Full Name/Organization: Reinero Caballo

Address: 43321 Sierra Hwy P. O Lancaster, Ca. 93

Email/Phone: 213 644 3143

Comments: I dont know where i will live. My wife a/s

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing:**

Full Name/Organization: Sierra HWY

Address: 43321 Sierra Hwy Lancaster Ca

Email/Phone:

Comments: We can't afford the rent anywhere else! We are happy here!!

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

PARKWAY VILLAGE
SCOPING MEETING

COMMENT SLIP

Case No./Project: Parkway Village NOP **Favoring:** ☐ **Opposing:**

Full Name: George Ward

Address: 43321 Sierra Hwy Apt 73

Email/Phone:

Comments: Did you say there were 5-6 parks being built? How many parks are being built. I'm concerned about the wildlife (coyotes, etc). Are you addressing our dw wildlife. What do you consider affordable housing?

PLEASE FILL OUT AND SUBMIT TO RECORDING SECRETARY

From:	Evelyn Ballesteros
To:	Swain, Jocelyn; Evan Chapman (Consultant)
Cc:	Aracely Jaramillo; De La Cruz, Larissa; Stacey Katsandonis
Subject:	RE: Parkway Village Specific Plan Comment Period-Notice of Preparation (NOP) of a Draft EIR - Parkway Village Specific Plan
Date:	Wednesday, March 27, 2024 11:50:50 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png

Good afternoon Jocelyn,

The Los Angeles County Waterworks Districts received a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) for the subject project. The following comments are provided for your consideration:

Water Supply

Considering the unpredictable nature of water supply and potential challenges during periods of drought, the DEIR should include discussion of water supply sources and availability. Project demand and impacts to water supply shall be evaluated.

Water Infrastructure and Service Delivery

The District has identified this area as needing significant improvements such as the construction of a water storage tank and groundwater extraction well facilities to meet domestic demand and the Fire Department's fire flow and duration requirements. The DEIR should address impacts of any new water system infrastructure to be constructed as a condition of water service.

The project owner should file a water service application on EPIC LA (https://epicla.lacounty.gov/SelfService/Selfservice%23/home) to obtain a plan for service, including water system improvement requirements, for the proposed development.

We look forward to receipt of the DEIR for review and comment. If you have any questions, please let us know.

Thank you,
Evelyn Ballesteros
Civil Engineer
Los Angeles County Public Works
Waterworks Districts
(626)300-4681

From: Evelyn Ballesteros
Sent: Wednesday, March 13, 2024 8:05 AM
To: Swain, Jocelyn <jswain@cityoflancasterca.gov>; Evan Chapman (Consultant) <EChapman@dpw.lacounty.gov>

Cc: Aracely Jaramillo <AJaramillo@dpw.lacounty.gov>; De La Cruz, Larissa <ldelacruz@cityoflancasterca.gov>

Thanks for the clarification Jocelyn.

From: Swain, Jocelyn <jswain@cityoflancasterca.gov>
Sent: Wednesday, March 13, 2024 7:45 AM
To: Evelyn Ballesteros <eballesteros@dpw.lacounty.gov>; Evan Chapman (Consultant) <EChapman@dpw.lacounty.gov>
Cc: Aracely Jaramillo <AJaramillo@dpw.lacounty.gov>; De La Cruz, Larissa <ldelacruz@cityoflancasterca.gov>
Subject: RE: Parkway Village Specific Plan Comment Period
Importance: High

CAUTION: External Email. Proceed Responsibly.

Evelyn,

This is the notice of preparation which is done at the beginning of the environmental process for an EIR. The mandatory comment period is 30 days for an NOP. This is Waterworks' opportunity to provide input on what they feel should be included in the EIR. Comments on the NOP need to be submitted no later than March 28th. When the Draft EIR is released you will receive another notice for a 45 day public comment period with links to the Draft EIR document. At that time, Waterworks will have the ability to provide comments on the Draft EIR.

Please let me know if you have any other questions.

Jocelyn

Jocelyn Swain
Senior Planner - Community Development
T 661.723.6249



From: Evelyn Ballesteros <eballesteros@dpw.lacounty.gov>
Sent: Wednesday, March 13, 2024 7:30 AM
To: Swain, Jocelyn <jswain@cityoflancasterca.gov>; Evan Chapman (Consultant) <EChapman@dpw.lacounty.gov>
Cc: Aracely Jaramillo <AJaramillo@dpw.lacounty.gov>
Subject: RE: Parkway Village Specific Plan Comment Period

Good morning Jocelyn,

To clarify, the comment period is for the attached 4 page document and we should provide comments on this 4 page NOP by March 28th?

Thanks,
Evelyn Ballesteros, PE
Civil Engineer
Los Angeles County Public Works
Waterworks Districts
(626)300-4681

From: Swain, Jocelyn <jswain@cityoflancasterca.gov>
Sent: Tuesday, March 12, 2024 4:11 PM
To: Evan Chapman (Consultant) <EChapman@dpw.lacounty.gov>
Cc: Evelyn Ballesteros <eballesteros@dpw.lacounty.gov>
Subject: RE: Parkway Village Specific Plan Comment Period

CAUTION: External Email. Proceed Responsibly.

This is the NOP comment period. The Draft EIR is currently under preparation along with the Draft Specific Plan. When the Draft EIR is available, a separate notice will be sent.

Jocelyn

Jocelyn Swain
Senior Planner - Community Development

City of Lancaster
44933 Fern Ave. | Lancaster, CA 93534
T 661.723.6249
jswain@cityoflancasterca.gov | cityoflancasterca.gov





Creating a better tomorrow. Together.

From: Evan Chapman (Consultant) <EChapman@dpw.lacounty.gov>
Sent: Tuesday, March 12, 2024 4:09 PM
To: Swain, Jocelyn <jswain@cityoflancasterca.gov>
Cc: Evelyn Ballesteros <eballesteros@dpw.lacounty.gov>
Subject: Parkway Village Specific Plan Comment Period

You don't often get email from echapman@dpw.lacounty.gov. Learn why this is important

Hello Jocelyn,

I am conducting EIR reviews for the LA County Public Works Waterworks Division.

I had a question about the NOP of Parkway Village Specific Plan Comment Period.

The comment period is listed as:

Comment Period: Comments may be sent anytime during the 30-day Notice of Preparation (NOP) comment period. The NOP review and comment period begins on February 27, 2024 and ends on March 28, 2024. All comments must be received during the comment period and no later than 5:00 PM on March 28, 2024. Please include the name of a contact for your agency, if applicable. All comments should be directed to:

I wanted to confirm with you that this is the comment period for the NOP and not the EIR itself. I really do not want to miss the comment period for the EIR. Do you have an estimate for when the EIR would be released?

If there is an EIR for this project, where is it located? I cannot seem to find it on the city website.

Thanks,

Evan Chapman

Engineering Aid
Los Angeles County Public Works
Waterworks Division