



County of Los Angeles

September 15, 2026

Dawyn R. Harrison
County Counsel

Board of Supervisors

Hilda L. Solis
Supervisor, First District

Holly J. Mitchell
Supervisor, Second District

Lindsey P. Horvath
Supervisor, Third District

Janice Hahn
Supervisor, Fourth District

Kathryn Barger
Supervisor, Fifth District



The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Re: Project No. PRJ2023-002770-(2)
(06/30/26 Board Agenda; Item No. 75)

Dear Supervisors:

Your Board previously held a duly-noticed public hearing on June 30, 2026 on the above-referenced project (Project), applied for by the CDU/MLK Wellness Collaborative, LLC. The Project authorizes an expansion of Charles Drew University, consisting of university offices, university athletics facilities, student and faculty/staff housing, and non-university related affordable housing on a property located at 1667 East 118th Street, Willowbrook, California 90059 in the unincorporated community of Willowbrook. The Project consists of Specific Plan Amendment No. RPPL2023004093-(2) (Specific Plan Amendment), Development Agreement No. RPPL2023005669-(2) (Development Agreement), Conditional Use Permit No. RPPL2023004092-(2), Ministerial Site Plan Review No. RPPL2024001835-(2), Administrative Housing Permit No. RPPL2023004095-(2), and Environmental Plan No. RPPL2023004097-(2).

At the close of the public hearing, your Board indicated its intent to approve the Project and directed our office to prepare the necessary documents for approval.

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Enclosed for your consideration are the findings and conditions, Specific Plan Amendment ordinances, and an ordinance approving the Development Agreement.

Very truly yours,

DAWYN R. HARRISON
County Counsel

By 
KATHY PARK
Senior Deputy County Counsel

APPROVED AND RELEASED:



JENNIFER A.D. LEHMAN
Senior Assistant County Counsel

KP:ll

Enclosures

c: Joseph M. Nicchitta
Chief Executive Officer

Edward Yen
Executive Officer
Board of Supervisors

Amy J. Bodek
Director
Department of Regional Planning

**FINDINGS OF THE BOARD OF SUPERVISORS
AND ORDER
PROJECT NO. PRJ2023-002770-(2)
SPECIFIC PLAN AMENDMENT NO. RPPL2023004093-(2)
DEVELOPMENT AGREEMENT NO. RPPL2023005669-(2)
CONDITIONAL USE PERMIT NO. RPPL2023004092-(2)
MINISTERIAL SITE PLAN REVIEW NO. RPPL2024001835-(2)
ADMINISTRATIVE HOUSING PERMIT NO. RPPL2023004095-(2)
ENVIRONMENTAL PLAN NO. RPPL2023004097-(2)**

1. The Los Angeles County (County) Board of Supervisors (Board) conducted a duly-noticed public hearing on June 30, 2026, in the matter of Project No. PRJ2023-002770-(2), consisting of Specific Plan Amendment No. RPPL2023004093-(2) (SPA), Development Agreement No. RPPL2023005669-(2) (DA), Conditional Use Permit Number No. RPPL2023004092-(2) (CUP), Ministerial Site Plan Review No. RPPL2024001835-(2) (SPR), Administrative Housing Permit No. RPPL2023004095-(2) (HP), and Environmental Plan No. RPPL2023004097-(2). The SPA, DA, CUP, SPR, and HP are referred to collectively as the Project Entitlements and comprise the entirety of the Project. The Regional Planning Commission (Commission) conducted a duly-noticed public hearing on the Project on April 29, 2026.
2. CDU/MLK Wellness Collaborative, LLC (Applicant), requests the Project Entitlements to authorize an expansion of Charles Drew University (CDU), consisting of university offices, university athletics facilities, student and faculty/staff housing, and non-university related affordable housing; specifically: four affordable multi-family housing buildings (up to 200 units), one affordable senior housing building (up to 54 units), three student housing buildings (250 units), one faculty/staff housing building (55 units), one 116,000-square-foot office building, one athletic facilities building, one athletic field, and one eight-story parking structure north of East 117th Street (Project) on a property located at 1667 East 118th Street, Willowbrook, California 90059 in the unincorporated community of Willowbrook (Project Site).
3. The SPA is requested to update the Principal Use Regulations and Development Standards of the Willowbrook Transit-Oriented District Specific Plan (Specific Plan) Mixed Use 1 (MU-1) and Mixed Use 2 (MU-2) Zones, pursuant to the Los Angeles County Code (County Code) Section 22.180.020 ([Plan Amendments] Applicability). The update to the MU-1 and MU-2 Principal Use Regulations and Development Standards include amendments requested by both the Applicant and County Department of Regional Planning (Regional Planning) staff (Staff). The amendments requested by the Applicant would allow the Project to be developed while complying with the updated standards. The amendments requested by Staff would bring the County's standards into consistency with best practices. The proposed amendments are as follows:

A. Applicant requested amendments:

1. Adding senior citizen housing as an allowed land use;
2. Adding student and staff housing as an allowed land use;
3. Increasing the building height maximum in the MU-2 Zone from 50 feet to 73 feet and allowing 110 feet for parking structures;
4. Allowing increased common open space to replace the private open space requirement for student housing; and
5. Allowing off-site parking for student/staff housing without a parking permit.

B. County requested amendments:

1. Removing the building stories limits;
 2. Removing dwelling unit floor area minimums; and
 3. Updating the wireless telecommunications facilities land use reference to reflect current policy.
4. After deeming the application complete in 2023, the County amended the Specific Plan as a part of the Metro Area Plan effort on May 21, 2024. This amendment primarily reformatted the Specific Plan. To ensure that both the version of the Specific Plan in effect at the time the application was deemed complete (hereafter referenced as the 2023 Willowbrook Transit-Oriented District Specific Plan) and the current version (hereafter referenced as the Willowbrook Transit-Oriented District Specific Plan) are in sync, both versions of the Specific Plan shall be amended concurrently.
5. The DA is a request to provide the Applicant with certainty in developing the various components of the Project over a 30-year time period in exchange for community benefits, including no-cost programming and events, public access to on-campus open spaces and walking paths, public access to the athletics field and facilities, access to meeting spaces for local community groups, and local worker hiring programs, pursuant to County Code Section 22.162.020 ([Development Agreements] Applicability). The DA provides assurance to the Applicant that the applicable regulations for the Project Site will not change within the performance period in exchange for community benefits.
6. The CUP is a request to authorize various university uses, including offices, parking facilities, recreational facilities, and on-campus faculty/staff/student housing, in the Specific Plan MU-2 Zone, pursuant to County Code Chapter 22.412 (Willowbrook Transit-Oriented District Specific Plan) and Section 3.5 (Mixed Use Zones) of the 2023 Willowbrook Transit-Oriented District Specific Plan. The CUP is a requirement of the Specific Plan to ensure that the university uses do not have an adverse impact on the surrounding community.
7. The SPR is a related request to authorize the construction of five multi-family residential buildings in the Specific Plan MU-2 Zone, pursuant to County Code

Chapter 22.412 (Willowbrook Transit-Oriented District Specific Plan) and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The purpose of the SPR is to review the non-university affordable housing components of the Project.

8. The HP is a request to authorize the affordable housing uses and incentives pursuant to State Density Bonus Law and County Code Section 22.166.040 (Administrative Housing Permit).
9. The approval of the Project Entitlements will not become effective unless and until the Board has approved the SPA and DA, and both have become effective.
10. The Project Is located within the Metro Planning Area.
11. Zone Exception Case No. ZEC2828 authorized the construction of a new school with associated fencing on April 19, 1957.
12. The Project Site is located within the MU (Mixed Use) land use category of the General Plan Land Use Policy Map.
13. The Project Site is located in the Willowbrook-Enterprise Zoned District and is currently zoned as Specific Plan MU-2. Pursuant to the Specific Plan and Section 3.5 Table 3-2 (Principal Use Regulations for Mixed Use Zones) of the 2023 Willowbrook Transit-Oriented District Specific Plan, a CUP is required for the university uses, and an SPR and HP are required for the non-university related residential uses.
14. Surrounding zoning within a 500-foot radius of the Project Site includes:
 - North: Specific Plan MU-2;
 - South: Specific Plan Drew Educational;
 - East: Specific Plan MU-2 and Specific Plan MU-1; and
 - West: Specific Plan MU-2 and Two-Family Residence (R-2).
15. Surrounding land uses within a 500-foot radius of the Project Site include:
 - North: Single-family residences, multi-family residences, and I-105;
 - South: Multi-family residences, educational facilities, including Charles Drew University, and Martin Luther King Jr. Hospital;
 - East: Single-family residences, multi-family residences, university uses, and commercial uses; and
 - West: Single-family and multi-family residences.
16. The Project Site is 12.83 gross acres in size and consists of fifty-seven legal lots. The Project Site is generally irregular in shape with flat topography and is currently undeveloped.

17. The Project Site is accessible via East 117th Street to the north, East 117th Place and Compton Avenue to the west, and East 118th Street to the south. Primary access to the Project Site will be via an entrance/exit on East 117th Street. Secondary access to the Project Site will be via an entrance/exit on East 117th Place, East 118th Street, and Compton Avenue for the non-university residential uses.
18. The site plan depicts the Project Site with 12 new buildings, associated open space, landscaping, and the athletics field. Moving from west to east and south to north across the site plan, the various Project components are as follows:
 - A. Affordable Housing. The affordable housing buildings are clustered on the southwestern portion of the Project Site and consist of Buildings A1 to A5. Buildings A1 and A2 are approximately 52,500 square feet each with 24 ground floor parking spaces and 47 dwelling units each; Buildings A3 and A4 are approximately 58,700 square feet each with 29 ground floor parking spaces and 49 dwelling units each; and Building A5 is approximately 44,100 square feet with 27 ground floor parking spaces and 54 dwelling units. All affordable housing buildings are proposed to be four stories tall. All buildings will be set aside as affordable at lower income up to 80 percent Area Median Income (AMI). Building A5 will also be set aside as senior housing.
 - B. Pedestrian Promenade (East 118th Street). A street vacation of a portion of East 118th Street will create approximately 700 linear foot pedestrian promenade with landscaping, decorative paving, connect the existing CDU campus to the south with the proposed expansion to the north, create an inviting space for both campus, and public use. The pedestrian promenade may also host public events, such as farmers markets.
 - C. University Housing. To the east of the affordable housing buildings are the four university housing buildings consisting of buildings U1 to U4 encircling an approximately 20,756 square feet of open space quad area:
 - i. Building U1 is approximately 70,500 square feet in size with 72 university student housing units;
 - ii. Building U2 is approximately 67,500 square feet in size with 70 university student housing units;
 - iii. Building U3 is approximately 95,500 square feet in size with 108 university student housing units, 5,000 square feet of university/community use space, and 10,270 square feet of university-oriented retail space; and
 - iv. Building U4 is approximately 54,750 square feet in size with 55 university faculty/staff housing units.

- D. Athletics Field. To the east/northeast of the university housing buildings is the 100-yard by 60-yard athletics field with associated infrastructure, surrounded by walking paths and landscaping.
 - E. University Office Building. To the north of the university housing and west of the athletics field is the approximately 121,000-square-foot, five-story CDU office building. This square footage includes approximately 5,000 square feet of university/community use space. The building has 84 ground floor parking spaces.
 - F. Athletics Facilities Building. To the east of the university office building is the approximately 43,100-square-foot, one-story athletics facility building, which contains a swimming pool, a basketball court, exercise rooms, a run/walk path, and support facilities.
 - G. Parking Structure. The northernmost building is the eight-story parking structure, which is separated from the rest of the Project by East 117th Street. The parking structure contains 637 parking spaces with 11,500 square feet of university office and storage uses.
 - H. Affordable Housing. The Project will contain up to 249 dwelling units set-aside as affordable up to 80 percent AMI; of these, up to 53 will be restricted as senior units. All proposed affordable housing units are located in the five buildings clustered on the southwestern portion of the Project Site, with the senior housing in the westernmost building.
 - I. Parking. The Project will provide a total of 854 parking spaces. Of those, 637 will be located in the proposed parking structure at the northernmost portion of the Project Site, 84 parking spaces will be located at the university office building, and 133 of the parking spaces will be located on the ground floor of the affordable housing buildings. Two of the affordable housing buildings will contain 24 parking spaces each, while the other two affordable housing buildings will contain 29 parking spaces each; the senior affordable housing building will contain 27 parking spaces. While a total of 854 parking spaces are being provided, only 209 of those parking spaces are required for the athletics uses due to the Project Site's proximity to the Metro A and C Line Stations, with the remaining 645 being provided by the Applicant voluntarily.
19. An Addendum to the previously certified Final EIR (Environment Assessment Number 201500136 and State Clearinghouse Number 2015101106) was prepared for the Project in compliance with the California Environmental Quality Act (CEQA) and the County's environmental guidelines to account for the construction of the Project within the Specific Plan. The Addendum concluded that the Project would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects beyond those which were analyzed in the EIR and, therefore, concluded that

supplemental environmental analysis was not required. Staff prepared an updated Mitigation Monitoring and Reporting Program (MMRP) for the Project.

20. Prior to the Commission's public hearing on the Project, the Applicant held two community outreach meetings. The first meeting was held in person on July 19, 2022, and the second was held virtually on August 30, 2022. Community members expressed their wants and needs from the Project, which included: community programming, access to outdoor areas to de-stress and exercise safely, and affordable housing. Outreach to other interested parties, such as local elected officials, schools, and non-profits, has been a continuous and on-going effort by the Applicant from 2022 to the present.
21. Prior to Staff's report to the Commission dated April 16, 2026, Staff did not receive any comments related to the Project.
22. Staff received the following recommendations from County departments, which are incorporated as part of its conditions of approval:
 - A. County Department of Public Works: Recommended clearance to public hearing with conditions in a letter dated January 15, 2026.
 - B. County Fire Department: Recommended clearance to public hearing with conditions in a letter dated December 17, 2025.
 - C. County Department of Public Health: Recommended clearance to public hearing with conditions in a letter dated April 3, 2024.
23. On April 29, 2026, the Commission conducted a duly-noticed public hearing on the Project. After Staff's presentation, the Applicant's team presented testimony on the benefits of the Project. Following the presentations, the Commission had general questions pertaining to project design, public art, and community outreach. No public comment was received. After the discussion, the Commission closed the public hearing and voted to recommend approval of the Project to the Board, with one abstention.
24. On June 30, 2026, the Board conducted a duly-noticed public hearing.
 - A. Supervisor Holly Mitchell recused herself pursuant to Government Code section 84308 because she received a contribution, or contributions, of more than \$500 within the past 12 months from Angela L. Minniefield, who is a party, participant, or agent of a party or participant in the proceeding.
 - B. Staff submitted a written statement for the record, and Kevin Finkel, Acting Assistant Deputy Director of Regional Planning, addressed the Board. Members of the public also addressed the Board, and correspondence was received.

- C. After discussion, on motion of Supervisor Janice Hahn, seconded by Supervisor Lindsey Horvath, the Board closed the public hearing and with a vote of 4-1 took the following actions:
- i. Found that an Addendum (Environmental Plan No. RPPL2023004097-(2)) to the certified Final Environmental Impact Report (FEIR) for the Willowbrook Specific Plan for the Project was completed in compliance with CEQA and reflected the independent judgment and analysis of the County; found the Board had reviewed and considered the information contained in the Addendum prior to approving the Project; determined the Project will not have a significant impact on the environment with the implementation of the proposed mitigation measures; and approved the Addendum (Environmental Plan No. RPPL2023004097-(2)) to the certified FEIR for the Willowbrook Specific Plan and the related MMRP for the Project, finding that it is adequately designed to ensure compliance with the mitigation measures during Project implementation;
 - ii. Indicated its intent to adopt the SPA and DA, and approve the CUP and HP; and
 - iii. Instructed County Counsel to prepare the necessary resolution, ordinance, and findings to approve the Project, consisting of the PA, DA, CUP, and HP.
25. The Board finds the Project is consistent with the intended use of the MU land use designation. The MU land use designation generally allows residential, office, and commercial uses at a density of up to 150 dwelling units per acre. The Project includes residential, university office, and commercial uses. The residential units do not exceed 150 dwelling units per acre.
26. The Board finds the Project is consistent with the following goals and policies:
- A. General Plan
 - i. Land Use Element

The Project Site is a large, 12.83-acre, vacant site in a highly urbanized area of the County. The Project will fully utilize the vacant Project Site by expanding the CDU campus and providing non-university affordable housing for the broader community while enhancing the community through the provision of new housing options, expanded recreation and social opportunities through CDU, and economic development activities stemming from construction work and university jobs, supporting:

- Goal LU 4: Infill development and redevelopment that strengthens and enhances communities.
- Policy LU 4.1: Encourage infill development in urban and suburban areas on vacant, underutilized, and/or brownfield sites.

The Project will be an open campus without gates that will allow the community to access its privately maintained walking paths and open space during daytime hours, giving the public both a mid-block crossing through the Project Site and an area for exercise or relaxation. The pedestrian promenade on East 118th Street is also proposed as a car-free space for pedestrians which will host farmers markets and other community-friendly events. Furthermore, the Project Site is envisioned as a primarily car-free area with landscaping, walking paths, and other open space areas throughout the site, supporting:

- Goal LU 10: Well-designed and healthy places that support a diversity of built environments.
- Policy LU 10.7: Promote public spaces, such as plazas that enhance the pedestrian environment, and, where appropriate, continuity along commercial corridors with active transportation activities.
- Policy LU 10.9: Encourage land uses and design that stimulate positive and productive human relations and foster the achievement of community goal.
- Policy LU 10.11: Facilitate the use of streets as public space for activities that promote civic engagement, such as farmers markets, parades, etc.

ii. Economic Development Element

The Project Site is a large, 12.83-acre, vacant site in a highly urbanized, non-high-income, area of the County. The Project will add resources, including jobs, housing, expanded university facilities and services, and recreational amenities, to an economically distressed community, supporting:

- Goal ED 4: Enhanced revitalization activities.
- Policy ED 4.4: Incentivize infill development in urban and suburban areas that revitalizes underutilized commercial and industrial areas.
- Policy ED 4.5: Direct resources to economically distressed areas to spur revitalization activities.
- Policy ED 4.6: Retrofit and reuse vacant and underutilized industrial and commercial sites in urban and suburban areas for emerging and targeted industries.

iii. Housing Element

The Project will place up to 249 units of affordable housing for lower income (up to 80 percent AMI) households in close proximity to employment centers like CDU and Martin Luther King Jr. Hospital. Furthermore, the proposed affordable housing is located less than 0.5-mile west from a major neighborhood commercial center, the Kenneth Hahn Plaza Shopping Center, which contains a grocery store, library, and other commercial establishments. In addition, the Project places affordable housing within 0.5-mile of the Willowbrook-Rosa Parks Metro Rail Station. Together, the Project supports:

- Goal 2: Communities with equitable access to employment opportunities, community facilities and services, and amenities.
- Policy 2.1: Support the development of housing for acutely low, extremely low, very low-, low-, and moderate-income households and those with special needs near employment, transit, services, and other community amenities and facilities such as parks.
- Policy 2.2: Encourage multifamily residential and mixed-use developments along major commercial and transportation corridors.

B. Specific Plan

- i. Goal 1: Preserve and enhance the character of the Willowbrook community.

The existing neighborhood is characterized by the same uses that comprise the Project, including multi-family residences and university uses. While the Project buildings are generally taller than the surrounding buildings, the design considered sensitivity to the neighborhood by complying with setbacks from the property lines; additionally, the largest building was placed on the northern portion of the Project Site, abutting I-105 and thereby providing a buffer between the neighborhood and the noise and pollution of I-105. The combination of the 118th Street pedestrian promenade and being an open campus with walking paths will provide mid-block pedestrian connectivity to the neighborhood and access to open space. Thus, the Project supports:

- Policy 1.5: Facilitate the expansion of the MLK Medical Center and CDU campus that is compatible and sensitive to the surrounding neighborhoods

- Policy 1.6: Coordinate with CDU to integrate the planned growth of the University's campus with the surrounding community, including creating pedestrian linkages and open space connections with other area institutions and the Willowbrook/Rosa Parks Station.

ii. Goal 4: Provide affordable housing opportunities.

The Project preserves the existing stock of housing by building on a vacant parcel and providing both affordable housing and student/faculty/staff housing, thereby adding to the existing stock while potentially alleviating overcrowding. Additionally, providing both affordable housing at or below 80 percent AMI and student/faculty/staff housing will provide housing for various income groups, supporting:

- Policy 4.1: Preserve existing stock of affordable housing.
- Policy 4.2: Promote housing affordability through diversification of housing choices (ownership, rental, single-family, multi-family) for varied income groups.

iii. Goal 6: Improve quality of life for existing residents with improvements to the public realm.

The Project will leave the campus open without gates, thereby providing mid-block pedestrian connectivity between East 117th Street and East 118th Street for the neighborhood. During daylight hours, the public will have access to privately maintained open space and walking paths. Additionally, the street vacation at 118th Street will create a pedestrian promenade that will provide car-free safe connection for the neighborhood, with the Applicant taking responsibility for maintaining the promenade itself, existing street trees, and irrigation equipment. These facets of the Project support:

- Policy 6.1: Enhance the public realm with street trees, street furniture, bicycle facilities, sidewalks and pedestrian paths.
- Policy 6.4: Encourage outdoor dining and seating areas and other pedestrian-friendly uses in mixed use areas.
- Policy 6.6: Require new development to provide public open space as a community benefit, as appropriate. Consider providing incentives to developers for such provisions.

iv. Goal 7: Improve economic vitality and employment opportunities.

The Project's expansion of the university (institutional and residential uses) along with the non-university affordable housing

(residential use) will provide employment opportunities both during the construction and operational phases of the development. The inclusion of the 637-space parking garage would provide ample opportunity for faculty, staff, and students to park on campus, preventing on-street parking competition resulting from project buildout and leaving existing street parking unimpacted, supporting:

- Policy 7.1: Create economic opportunities for the Willowbrook community by fostering a complementary variety of employment, retail, residential, and institutional uses.
- Policy 7.5: Efficiently manage the supply and demand of parking to accommodate customer, commuter, and resident parking and encourage the use of shared parking where possible.

27. The Board finds the Project is consistent with the MU-2 zoning classification, as university uses are permitted in such zone with the approval of a CUP; and residential uses are permitted in such zone with an SPR, pursuant to County Code Chapter 22.412 (Willowbrook Transit-Oriented Specific Plan) and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan.
28. The Board finds the Project is not consistent with the standards identified in County Code Chapter 22.412 (Willowbrook Transit-Oriented Specific Plan) and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The required setbacks are as follows: 10 feet setback from East 117th Street, East 117th Place, and East 118th Street, 15 feet setback from Compton Avenue, and 20 feet side/rear setback when adjacent to residential uses. At the closest point, the Project has a 10-foot-4-inch setback from East 118th Street, an 11-foot-5-inch setback from East 117th Place, and a 12 foot-10-inch setback from East 118th Street; a 9-foot-4-inch setback from Compton Avenue; and a 20-foot-7-inch setback from an adjacent residential use. While the Project is not consistent with the Compton Avenue setback requirement, the Applicant requested an incentive for a setback reduction pursuant to County Code Chapter 22.120 (Density Bonus) Section 22.120.050 (Affordable Housing). Therefore, with the incentive request, the Board finds that the Project is consistent with setback requirements.
29. The Board finds the Project is not consistent with the standard identified in County Code Chapter 22.412 (Willowbrook Transit-Oriented Specific Plan) and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The building height maximum in the MU-2 Zone is 50 feet and four stories. The Project's building heights reach a maximum of 73 feet and five stories for the office building and a maximum of 108 feet and 7 inches and eight stories for the parking garage. While the Project is not consistent with the maximum height regulation, the proposed PA would increase the maximum heights to 73 feet with no story maximum for non-parking structures, and 110 feet with no story

maximum for parking structures. With adoption of the requested PA, the Board finds that the Project is consistent with height requirements.

30. The Board finds the Project is consistent with the standard identified in County Code Chapter 22.412 (Willowbrook Transit-Oriented Specific Plan) and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The maximum floor area ratio (FAR) for the Project Site is 3.0. The Project has an FAR of 1.792.
31. The Board finds the Project is consistent with the standard identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The maximum density for the Project Site is 150 dwelling units per acre for a total of 486 baseline dwelling units. The Project has a total of up to 254 units.
32. The Board finds the Project is consistent with the standard identified in County Code Chapter 22.112 (Parking) Section 22.112.070 (Required Parking Spaces). The Project includes a total of 854 parking spaces, but only 209 of those parking spaces are required for the athletics uses while the remaining 645 are being provided voluntarily.
33. The Board finds the Project is consistent with the standard identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The required minimum non-residential common open space for the Project is 1,000 square feet per acre for a total of 6,520 square feet. The Project provides 10,021 square feet.
34. The Board finds the Project is consistent with the standard identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The required minimum residential common open space for the Project is 50 square feet per dwelling unit for at least 50 percent of the units for a total of 13,975 square feet. The Project provides 27,106 square feet of residential common open space area.
35. The Board finds the Project is not consistent with the standard identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The required minimum residential private open space for the Project is 50 square feet per dwelling unit for a total of 27,950 square feet. The Project provides 15,450 square feet of residential private open space area. While the Project is not consistent with the minimum residential private open space area, the proposed PA would amend the Specific Plan to allow increased common open space at 75 square feet per dwelling unit in place of the residential private open space area requirement for student housing. Thus, with the PA the Board finds that the Project is consistent with open space requirements.

36. The Board finds the Project is not consistent with the standard identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The Specific Plan requires minimum dwelling unit floor areas ranging from 500 square feet for an efficiency unit to 1,100 square feet for a three-bedroom unit. The Applicant requested to modify the minimum requirements as part of the PA. However, Staff recommended that the minimum be removed altogether to align the Specific Plan with the County's current housing policy, which does not dictate minimum/maximum unit sizes. With the removal of the unit size restrictions under the PA, the Board finds that the Project is consistent.
37. The Board finds the Project is not consistent with the standards identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. Along Compton Avenue within the MU-2 Zone, new developments must step back the fourth story to a minimum of 10 feet. The Project will not include the fourth story step-back. While the Project is not consistent with the Compton Avenue building setback, an incentive is requested pursuant to County Code Chapter 22.120 (Density Bonus) Section 22.120.050 (Affordable Housing). Therefore, with the incentive request to remove the setback requirement, the Board finds the Project is consistent.
38. The Board finds the Project is consistent with the standards identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. The site plan includes notes that the required minimum transparency of 50 percent of street level facades are incorporated in the Project.
39. The Board finds the Project is consistent with the standards identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. A minimum of 10 percent of the Project Site, 55,887.48 square feet, is required to be landscaped with trees, ground cover, shrubbery, and flowers. The Project includes 166,901 square feet of landscaping.
40. The Board finds the Project is consistent with the standards identified in County Code Chapter 22.126 (Tree Planting Requirements) and Section 22.126.030 (Tree Requirements). The minimum number of trees required for the Project is one tree for every 5,000 square feet of building footprint per lot or 168 trees. The Project includes 277 trees.
41. The Board finds the Project is consistent with the standards identified in County Code Chapter 22.412 and Section 3.5 of the 2023 Willowbrook Transit-Oriented District Specific Plan. Pedestrian walkways are required to be a minimum of four feet wide. The Project's narrowest pedestrian walkway is four feet wide.
42. The Board finds Project is exempt from the Inclusionary Zoning Ordinance because the Project Site is located within a submarket area that does not require inclusionary housing.

43. Pursuant to California Government Code section 65863(b)(2), the Board finds the following:
- A. The Project Site or a portion thereof was identified in the Revised County Housing Element (2021-2029) (Housing Element) as an adequate site to accommodate a portion of the County's share of the regional housing need;
 - B. The estimated capacity on the Project Site is as follows:
 - i. Very low income: 126 units;
 - ii. Low income: 126 units;
 - iii. Moderate income: 0 units; and
 - iv. Above moderate income: 70 units.
 - C. The Project results in a decrease of 126 very low income units and a decrease of 70 above moderate income units; and
 - D. Based on the County's monitoring of the remaining unmet need for its share of the regional housing need at each income level, as of the date of this approval, the County's surplus capacity to accommodate its share of the regional housing need is as follows:
 - i. Very low income: 151 units;
 - ii. Low income: 1,319 units;
 - iii. Moderate income: 32 units; and
 - iv. Above moderate income: 7,582 units.
44. Supported by the aforementioned substantial evidence, the Board finds the remaining sites identified in the Housing Element are adequate to meet the requirements of California Government Code section 65583.2 and to accommodate the County's share of the regional housing need pursuant to California Government Code section 65584.
45. The Board finds the amendment is consistent with the adjacent area. The Project amends the Specific Plan by adding senior citizen housing and student and staff housing as allowed land uses, increasing building heights, allowing private open space to replace common open space, removing building story limits, and removing floor area minimums. The adjacent area is composed of single-family and multi-family residences, and university uses at varying heights and sizes; the Project will expand upon the existing land uses and development pattern already present in the community.
46. The Board finds the SPA is consistent with the principles of the Specific Plan. The principles of the Specific Plan include, but are not limited to preserving and enhancing the character of the Willowbrook community, providing affordable housing opportunities, improving quality of life for existing residents with improvement in the public realm, and improving economic vitality and employment opportunities. The Project includes the expansion of land uses

(residential and university uses) which already exist in the community. The university expansion will improve the quality of life for residents by providing them with access to open space during daylight hours. The construction and operation of the development will increase the economic vitality of the neighborhood, providing new employment opportunities for the community.

47. The Board finds the SPA is in the interest of public health, safety, and general welfare. The Project will develop vacant parcels with university uses and affordable housing, both of which will enhance the general welfare of the existing neighborhood by increasing the housing stock and creating new jobs during both the construction and operation phases of the development. Furthermore, the Project provides privately maintained open space, increasing the community's access to outdoor opportunities in a safe environment.
48. The Board finds the SPA is consistent with other applicable provisions of Title 22. The SPA is only amending portions of the Specific Plan that are not related to Title 22. Applicable Title 22 regulations, such as Tree Planting Requirements and Parking, will still be applicable, and the Project complies with those requirements.
49. The Board finds the DA is consistent with the General Plan and any applicable Community, Area, or Specific Plan. The proposed DA does not propose to amend any applicable General Plan or Specific Plan goals, policies, or regulations; instead, the DA is promoting the goals, policies, and regulations of the General Plan and Specific Plan by securing items, such as delineated access to the campus by the community and general public.
50. The Board finds the DA complies with zoning, subdivision, and other applicable ordinances and regulations. The DA does not propose to amend any applicable zoning regulations; instead, it builds upon required regulations, such as requiring that affordable housing be maintained as affordable for 99 years instead of (the otherwise required) 55 years.
51. The Board finds the DA is consistent with the public safety, welfare, and convenience, making it in the public interest to enter into the DA with the Applicant. Along with the increase in housing stock, affordable housing and student/faculty/staff housing, the DA provides delineated benefits for the community, such as local hiring programs, daytime public access to the CDU campus, access to the athletics field and facilities, and public meeting spaces for organizations. It is, therefore, in the public interest to enter into the DA with the Applicant.
52. The Board finds the DA will not: adversely affect the health, peace, comfort, or welfare of persons residing or working in the surrounding area; be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the Project Site; or jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare. The DA provides delineated benefits for the community, such as daytime public access to

the CDU campus, access to the athletics field and facilities, and public meeting spaces for organizations. Additionally, the DA ensures that development of the Project will provide a construction and operation schedule that complies with the CEQA Addendum requirements.

53. The Board finds the proposed uses at the Project Site will be consistent with the adopted General Plan for the area. The MU General Plan land use category is intended for mixed use developments, including residential, office, and commercial uses, which are all uses that are part of the Project. The Specific Plan allows university uses with a CUP in the MU-2 Zone as well as a variety of uses, such as residential, office, and commercial uses. The Specific Plan intended for the university to have enough space to develop and expand as necessary with the purpose of the CUP being to harmonize all proposed uses through additional review and conditions.
54. The Board finds the proposed use at the Project Site will not adversely affect the health, peace, comfort, or welfare of persons residing or working in the surrounding area; will not be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the Project Site; and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare. The Project is to be developed on a vacant site in an urbanized area and proposes university uses and a non-university affordable housing component. Both uses reflect the current land use mix in the surrounding area. The design of the Project avoids impacts to the surrounding neighborhood by clustering the less impactful uses, such as offices and housing, adjacent to existing residential development and by locating the potentially more impactful uses, such as the athletics facilities, next to the existing university. Additionally, the Project includes ample parking to reduce parking impacts to the community. The Project will connect the community through an open campus concept, allowing privately maintained spaces to be open to the public, which will further enhance the community's ability to enjoy their community.
55. The Board finds the Project Site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in Title 22, or as is otherwise required in order to integrate said use with the uses in the surrounding area. As a large, 12.83-acre, vacant site, the Project Site is of a size that allows the Project to meet all requirements related to development features as prescribed in Title 22 (or as proposed to be amended). The Applicant ensured that the 20-foot side yard setback requirement where the Project abuts existing residential development was met, as the Project's office building is taller than the existing community's mostly two-story buildings. The setbacks, right-of-way separation, and landscaping integrate the Project with the surrounding area. The Project also provides far more parking than is required and includes a significant amount of landscaping and open space areas beyond what is required.

56. The Board finds the Project Site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate, and by other public or private service facilities as are required. Most of the Project's 854 parking spaces are concentrated on East 117th Street with 637 parking spaces at the parking garage and 84 parking spaces at the office building. East 117th Street is a local street directly served by Compton Avenue, which is classified as a Secondary Highway by the Master Plan of Highways. Additionally, through its connection with another local street (East 118th Street), East 117th Street is also connected to Wilmington Avenue, which is classified as a Major Highway by the Master Plan of Highways. The remaining 133 parking spaces are located at the affordable housing cluster at the southwestern portion of the Project Site, and they are served by East 117th Place and East 118th Street, which are both local streets directly connected to Compton Avenue and Wilmington Avenue, respectively. The County Department of Public Works did not require any additional street improvements to accommodate anticipated traffic because the CEQA analysis showed that no new impacts to traffic are anticipated. Lastly, alternative transportation through the Metro A and C lines, which are less than a half-mile away from the Project Site, provides additional transportation facilities for the university students, faculty, and staff.
57. The Board finds that to ensure appropriate development of the Project, it is necessary to tie the CUP grant term to the DA. Accordingly, the CUP shall remain in full force and effect until such time as the DA is revoked due to non-compliance, or the university ceases operation, or the portion of the Project Site occupied by the expanded university uses (which includes student housing, staff housing, parking structure, and all the university buildings) is redeveloped.
58. The Board finds the application meets all the requirements for an HP. The Project is an expansion of CDU consisting of offices, athletics/recreation facilities, a parking structure, university housing, including three student housing buildings (250 units), one faculty/staff housing building (55 units), and off-campus, non-university affordable housing in four apartment buildings (up to 200 units) and one affordable senior housing building (up to 54 units). The HP allows for a waiver removing the required fourth floor step back for the senior housing building and a waiver reducing the required 15-foot setback from Compton Avenue to a nine-foot setback, in exchange for providing 249 affordable units as part of the Project. The units will be covenanted as affordable units for 99 years pursuant to the DA.
59. The Board finds the Addendum to the previously certified EIR for the Project was prepared in accordance with CEQA, the State CEQA Guidelines, and the County's Environmental Document Reporting Procedures and Guidelines. The Board reviewed and considered the Addendum, and its associated MMRP, along with the Final EIR and Findings of Fact, and finds that they reflect the independent judgment of Board. The Findings of Fact are incorporated herein by this reference, as set forth in full.

60. The Board finds the MMRP for the Project is consistent with the conclusions and recommendations of the Final EIR and that the MMRP's requirements are incorporated into the conditions of approval for the Project.
61. The Board finds the MMRP, prepared in conjunction with the Final EIR, identifies in detail how compliance with its measures will mitigate or avoid potential adverse impacts to the environment from the Project.
62. The Board finds the MMRP, prepared in conjunction with the Addendum to the previously certified Final EIR, identifies in detail how compliance with its measures will mitigate or avoid potential adverse impacts on the environment from the Project. The Board further finds that the MMRP's requirements are incorporated into the conditions of approval for this Project, and that approval of this Project is conditioned on the Applicant's compliance with the attached conditions of approval and MMRP.
63. The Board finds that pursuant to Senate Bill 330 (The Housing Crisis Act), the number of publicly held meetings does not exceed the five-meeting limit. Two meetings occurred on the following dates:
 - Commission Hearing held on April 29, 2026
 - Board Hearing held on June 30, 2026
64. Pursuant to County Code Section 22.222.120 (Public Hearing Procedure), the community was properly notified of the public hearing by mail and newspaper (Los Angeles Daily Journal) on May 29, 2026. A total of 154 Notices of Public Hearing were mailed to all property owners as identified on the County Assessor's record within a 500-foot radius from the Project Site.
65. The location of the documents and other materials constituting the record of proceedings upon which the Board's decision is based in this matter is at the Department of Regional Planning, 13th Floor, Hall of Records, 320 West Temple Street, Los Angeles, California 90012. The custodian of such documents and materials shall be the Section Head of the Operations and Major Projects Section, Department of Regional Planning.

BASED ON THE FOREGOING, THE BOARD CONCLUDES THAT:

- A. The SPA is consistent with the adjacent area.
- B. The SPA is consistent with the principles of the General Plan.
- C. Approval of the SPA will be in the interest of public health, safety, and general welfare.
- D. The SPA is consistent with other applicable provisions of this Title 22.

- E. The DA is consistent with the General Plan and any applicable Community, Area, or Specific Plan.
- F. The DA complies with zoning, subdivision, and other applicable ordinances and regulations.
- G. The DA is consistent with the public safety, welfare, and convenience, making it in the public interest to enter into the DA with the Applicant.
- H. The DA will not adversely affect the health, peace, comfort, or welfare of persons residing or working in the surrounding area; be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the Project Site; or jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.
- I. The CUP will be consistent with the adopted General Plan for the area.
- J. The CUP at the Project Site will not adversely affect the health, peace, comfort, or welfare of persons residing or working in the surrounding area; will not be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the Project Site; and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.
- K. The Project Site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and other development features prescribed in this Title 22, or as is otherwise required to integrate said use with the uses in the surrounding area.
- L. The Project Site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate, and by other public or private service facilities as are required.
- M. The application meets all the requirements for an HP.

THEREFORE, THE BOARD OF SUPERVISORS:

- 1. Having considered the Addendum along with the certified Final EIR (Environmental Plan No. RPPL2023004097-(2)) for the Project, hereby approves the Addendum and finds that none of the conditions described in CEQA Guidelines section 15162 calling for the preparation of a subsequent EIR have occurred.
- 2. Approves SPA No. RPPL2023004093-(2), DA No. RPPL2023005669-(2), CUP No. RPPL2023004092-(2), and HP No. RPPL2023004097-(2), subject to the attached conditions, as applicable.

CONDITIONS OF APPROVAL
PROJECT NO. PRJ2023-002770-(2)
SPECIFIC PLAN AMENDMENT NO. RPPL2023004093-(2)
DEVELOPMENT AGREEMENT NO. RPPL2023005669-(2)
CONDITIONAL USE PERMIT NO. RPPL2023004092-(2)
ADMINISTRATIVE HOUSING PERMIT NO. RPL2023004095-(2)
ENVIRONMENTAL PLAN NO. RPPL2023004097-(2)

1. This grant is to authorize the expansion of Charles Drew University (University), consisting of University offices, University athletics facilities, student and faculty/staff housing, a street vacation, and non-University related affordable housing subject to the following conditions of approval (Conditions).
2. Unless otherwise apparent from the context, the term "Applicant" shall include the applicant, owner of the property, and any other person, corporation, or other entity making use of this grant.
3. This grant shall not be effective for any purpose until the Applicant, and the owner of the subject property if other than the Applicant, have filed at the office of the Los Angeles County (County) Department of Regional Planning (Regional Planning) their affidavit stating that they are aware of and agree to accept all of the Conditions of this grant, and that the Conditions of this grant have been recorded as required by Condition No. 8, and until all required monies have been paid pursuant to Condition Nos. 11, 12, and 15. Notwithstanding the foregoing, Condition No. 3 and Condition Nos. 5, 6, 9, and 12 shall be effective immediately upon the date of decision of this grant by the County.
4. Unless otherwise apparent from the context, the term "date of final approval" shall mean the date the County's action becomes effective pursuant to the Los Angeles County Code (County Code) Section 22.222.230 (Effective Date of Decision and Appeals).
5. The Applicant shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul this grant, which action is brought within the applicable time period of Government Code section 65009 or any other applicable limitations period. The County shall promptly notify the Applicant of any claim, action, or proceeding, and the County shall reasonably cooperate in its defense. If the County fails to promptly notify the Applicant of any claim, action, or proceeding, or if the County fails to cooperate reasonably in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the County.
6. In the event that any claim, action, or proceeding as described above is filed against the County, the Applicant shall within 10 days of the filing make an initial deposit with Regional Planning in the amount of up to \$5,000, from which actual

costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in Regional Planning's cooperation in the defense, including, but not limited to, depositions, testimony, and other assistance provided to Applicant or Applicant's counsel.

- A. If during the litigation process, actual costs or expenses incurred reach 80 percent of the amount on deposit, the Applicant shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation
 - B. At the sole discretion of the Applicant, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the cost for collection and duplication of records and other related documents shall be paid by the Applicant according to County Code Section 2.170.010 (Fees for Providing County Records).
- 7. If any material provision of this grant is held or declared to be invalid by a court of competent jurisdiction, this grant shall be void and the privileges granted hereunder shall lapse.
 - 8. Prior to the use of this grant, the Applicant, or the owner of the subject property if other than the Applicant, shall record the terms and Conditions of this grant in the office of the County Registrar-Recorder/County Clerk (Recorder's Office). In addition, upon any transfer or lease of the property during the term of this grant, the Applicant, or the owner of the subject property if other than the Applicant, shall promptly provide a copy of this grant and its Conditions to the transferee or lessee of the subject property.
 - 9. This grant shall remain in full force and effect until such time as the Development Agreement is revoked due to non-compliance; or the University ceases operation; or the portion of the Project Site occupied by the expanded University uses (which includes student housing, staff housing, parking structure, and all the university buildings) is redeveloped.
 - 10. This grant shall expire for lack of use of the associated Development Agreement.
 - 11. The subject property shall be maintained and operated in full compliance with the Conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the Applicant to cease any development or activity not in full compliance shall be a violation of these Conditions. No provision of any easement of or any other encumbrance on the property shall exempt the Applicant and/or property owner from compliance with these Conditions and applicable regulations. Inspections shall be made to ensure compliance with the Conditions of this grant as well as to ensure that any development undertaken on the subject property is in accordance with the approved site plan on file. The Applicant shall deposit with

the County the sum of \$4,700 which shall be placed in a performance fund and be used exclusively to reimburse Regional Planning for all expenses incurred while inspecting the premises to determine the Applicant's compliance with the Conditions of this grant. The funds provide for 10 inspections.

- A. Inspections may be unannounced. Inspections may be conducted utilizing any available technologies, including, but not limited to, unmanned aircraft systems (UAS). Use of a UAS requires the consent of the Applicant pursuant to Regional Planning's UAS policy, which may be updated from time to time, and which shall be provided to the Applicant upon request.
 - B. If additional inspections are required to ensure compliance with the Conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any one of the Conditions of this grant, the Applicant shall be financially responsible and shall reimburse Regional Planning for all additional enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be \$470 per inspection, or the current recovery cost established by Regional Planning at the time any additional inspections are required, whichever is greater.
- 12. Within five working days from the day after the appeal period ends, the Applicant shall remit processing fees at the Recorder's Office, payable to the County of Los Angeles, in connection with the filing and posting of a notice of determination (NOD) for this project and its entitlements in compliance with section 21152 of the Public Resources Code. Unless a certificate of exemption is issued by the California Department of Fish and Wildlife pursuant to section 711.4 of the California Fish and Game Code, the Applicant shall pay the fees in effect at the time of the filing of the NOD, as provided for in section 711.4 of the Fish and Game Code, currently \$3,043.75 (\$2,968.75 for a Negative Declaration or Mitigated Negative Declaration plus \$75 processing fee), or \$4,198.50 (\$4,123.50 for an Environmental Impact Report plus \$75 processing fee). No land use project subject to this requirement is final, vested, or operative until the fee is paid.
 - 13. The Applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP), which are incorporated by this reference as if set forth fully herein.
 - 14. Within 30 days of the date of final approval of this grant by the County, the Applicant shall record a covenant and agreement, which attaches the MMRP and agrees to comply with the mitigation measures imposed by the California Environmental Quality Act Addendum for this project, in the Recorder's Office. Prior to recordation of the covenant, the Applicant shall submit a draft copy of the covenant and agreement to Regional Planning for review and approval. As a means of ensuring the effectiveness of the mitigation measures, the Applicant shall submit annual mitigation monitoring reports to Regional Planning for

approval or as required. The reports shall describe the status of the Applicant's compliance with the required mitigation measures.

15. The Applicant shall deposit an initial sum of \$6,00 with Regional Planning within 30 days of the date of final approval of this grant in order to defray the cost of reviewing and verifying the information contained in the reports required by the MMRP. The Applicant shall replenish the mitigation monitoring account if necessary, until all mitigation measures have been implemented and completed.
16. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission (Commission) or a Hearing Officer may, after conducting a public hearing, revoke, or modify this grant, if the Commission or Hearing Officer finds that these Conditions have been violated or that this grant has been exercised so as to be detrimental to the public's health or safety or so as to be a nuisance, or as otherwise authorized pursuant to County Code Chapter 22.238 (Modifications and Revocations). Failure of the Applicant to cease any development or activity not in full compliance shall be a violation of these Conditions and may result in revocation.
17. All development pursuant to this grant shall comply with the requirements of Title 32 (Fire Code) of the County Code to the satisfaction of the County Fire Department.
18. All development pursuant to this grant shall comply with the requirements of the County Department of Public Works to the satisfaction of said department.
19. All development pursuant to this grant shall comply with the requirements of Title 22 (Planning and Zoning) of the County Code and of the specific zoning of the subject property, unless specifically modified by this grant, as set forth in these Conditions, including the approved Exhibit "A," or a revised Exhibit "A" approved by the Director of Regional Planning (Director).
20. The Applicant shall maintain the subject property in a neat and orderly fashion. The Applicant shall maintain free of litter all areas of the premises over which the Applicant has control.
21. All structures, walls, and fences open to public view shall remain free of graffiti or other extraneous markings, drawings, or signage that was not approved by Regional Planning. These shall include any of the above that do not directly relate to the business being operated on the premises or that do not provide pertinent information about said premises. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization.
22. In the event of graffiti or other extraneous markings occurring, the Applicant shall remove or cover said markings, drawings, or signage within 48 hours, weather

permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.

23. The subject property shall be developed and maintained in substantial conformance with the plans marked Exhibit "A."
24. In the event that subsequent revisions to the approved Exhibit "A" are submitted, the Applicant shall submit an electronic copy of the proposed plans to the Director for review and approval. All revised plans must substantially conform to the originally approved Exhibit "A." All revised plans must be accompanied by the written authorization of the property owner(s) and applicable fee for such revision.
25. The Applicant shall submit an application to Regional Planning for the review and approval of plans for each building or component of the project reflecting the final architectural design.
26. No more than two individual buildings can be under construction at any one time, and the two individual buildings under construction cannot be adjacent to, or adjoining, the same existing off-site residential area.
27. The Applicant shall offer no cost participation in the Saturday Science Academy program for students that reside within a quarter mile radius of the Wellness and Education Campus project, subject to prequalification criteria.
28. A public event plan shall be developed, to the satisfaction of the Director, addressing items including, but not limited to, frequency of events, event hours, set up and breakdown of events, expected number of attendees, event parking, locations of temporary restroom facilities, amplified sound plans, and lighting plans.
29. The Applicant shall provide public access to the University's open space and walking paths; public access must be permitted during daylight hours.
30. The Applicant shall develop a rental/reservation system, to the satisfaction of the Director, to allow public access to the athletic field and facilities, to be provided during the evening hours (6:00 PM to 11:00 PM) and on weekends, when not in use by the University.
31. The Applicant shall develop a rental/reservation system, to the satisfaction of the Director, to allow public access to University-designated meeting spaces, to be provided during normal business hours (6:00 AM to 11:00 PM) seven days a week, when not in use by the University.
32. The Applicant shall install no less than two physical art installations which must be maintained as publicly accessible pursuant to the County's Public Art in Private Development Ordinance. Installations shall be installed within 20 years of the date of final approval.

33. No later than the issuance of a certificate of occupancy for the parking structure, the Applicant shall provide funding for a rectangular rapid flashing beacon to be installed by the County at the intersection of Compton Avenue and 117th Street.
34. The Applicant shall be subject to the County Local Hire and Disadvantaged Workers program.
35. The Applicant shall enter into a community workforce agreement for the parking structure portion of the project, as defined by the County's Community Workforce Agreement Policy.
36. This grant does not modify any existing enrollment limit.
37. During any construction, the Applicant shall ensure that the construction contractors use electric welders and construction equipment that have engines of 25 horsepower or greater and that comply with USEPA Tier 4 Final non-road engine standards.
38. All campus lighting shall be shielded and oriented downward to prevent light trespass to adjacent, non-University parcels. Athletic field lighting must be movement activated and/or time-limited outside of daylight hours. Athletic field lighting shall be limited to a maximum height of 73 feet.
39. All landscaping, plants, and trees must be native, or non-invasive and drought tolerant, and must be appropriate within the natural Willowbrook habitat.
40. The Applicant shall provide electric vehicle chargers and parking spaces in compliance with all applicable regulations at the time of building permit issuance.
41. On-campus housing facilities shall be made available exclusively to University students, staff, and faculty. If demand is insufficient to fill all units within the staff and faculty housing building, the University may make available vacant units pursuant to a preference program prioritizing the local healthcare and education workforce, subject to review and approval by the Director, and consistent with applicable State and federal law. If any units are made available to the general public, the Applicant shall obtain the necessary County Code Title 22 entitlement(s) approval prior to making the first such unit available via the preference program, or such other entitlement as may be required under the then-applicable Code, to ensure compliance with affordable housing requirements, including the level of affordability mandated by State law and County ordinance in effect at the time of application submittal.
42. The Applicant shall comply with all conditions set forth in the attached County Department of Public Works letter dated January 15, 2026.
43. The Applicant shall comply with all conditions set forth in the attached County Fire Department letter dated December 17, 2025.

44. The Applicant shall comply with all conditions set forth in the attached County Department of Public Health letter dated April 3, 2024.

Attachments:

Exhibit 1 – Mitigation Monitoring Program

Exhibit 2 – Department of Public Works letter dated January 15, 2026.

Exhibit 3 – Fire Department letter dated December 17, 2025.

Exhibit 4 – Department of Public Health letter dated April 3, 2024.

Exhibit 1
Conditions of Approval

Mitigation Monitoring Program

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CDU WELLNESS AND EDUCATION CAMPUS

Mitigation Measures	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
Air Quality				
AIR-2: The County shall ensure that project approvals within the Specific Plan area require that all active construction areas shall be watered at least four times daily to reduce fugitive dust emissions from grading, excavation, and other ground preparation. Watering shall be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water shall be used whenever possible.	Maintain log demonstrating compliance	Prior to commencement of construction and during construction	Applicant, Construction Manager	LACDRP
AIR-3: Reduction or elimination of fireplaces within residential development such that there are no fireplaces within 95 percent of all new/redeveloped single family residential development or 100 percent of all multifamily residential development (new and redeveloped) within the Specific Plan area. Compliance would be ensured through County review prior to the issuance of a building permit.	Submit site plan review application	Prior to building permit	Applicant	LACDRP/LACFD
AIR-4: All commercial development will use low-VOC architectural coating such that interior coatings do not exceed 10 grams per liter (g/l) of VOC content and exterior coatings do not exceed 100 g/l. This measure is to be made a condition of approval for continued upkeep of the property.	Submit site plan review application	Prior to building permit	Applicant	LACDRP
	Maintain log demonstrating compliance	During and after construction	Applicant, Construction Manager	LACDRP
AIR-5: All commercial developments will use low-VOC cleaning supplies. This measure is to be made a condition of approval for continued upkeep of the property.	Submit site plan review application	Prior to building permit	Applicant	LACDRP
	Maintain log demonstrating compliance	During and after construction	Applicant, Construction Manager	LACDRP
AIR-6: All new development shall comply with the Title 24 requirements in effect at the time of construction and shall, at a minimum, exceed 2013 Title 24 energy efficiency standards by 15 percent.	Maintain log demonstrating compliance	During Construction	Applicant, Construction Manager	LACDRP
Cultural Resources				
CUL-5: Avoidance, preservation or data recovery shall occur for archaeological resources that could be affected by ground disturbing activities and are found to be significant resources. To ensure that developments in accordance with the Specific Plan do not result in significant impacts to pre-historic or historic archaeological resources, the following shall be implemented. The Applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology (Qualified Archaeologist) to carry out all mitigation related to archaeological resources. Prior to start of ground-disturbing activities, the Qualified Archaeologist or their designee shall conduct cultural resources sensitivity training for all construction personnel. Construction personnel shall be informed of the types of archaeological resources that may be encountered, the proper procedures to be	Prepare a Phase I cultural resources inventory	Before construction	Applicant	LACDRP

Mitigation Measures	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
enacted in the event of an inadvertent discovery of archaeological resources or human remains, and safety precautions to be taken when working with archaeological monitors. The County shall ensure that construction personnel are made available for and attend the training and retain documentation demonstrating attendance. Archaeological monitoring shall be conducted during ground disturbing activities, such as clearing/grubbing, grading, trenching, or any other construction excavation activity associated with the Project. Monitoring shall be conducted by an archaeologist who is familiar with the types of archaeological resources that could be encountered and who will work under the direct supervision of the Qualified Archaeologist. Monitoring can be reduced to part-time inspections or ceased entirely if determined appropriate by the Qualified Archaeologist, based on field observations.	Submit California Department of Parks and Recreation Site Forms, and data recovery and associated documentation, as applicable	Before construction	Applicant	LACDRP
During project-level construction, should prehistoric or historic subsurface cultural resources be discovered, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the discovery (within approximately 100 feet) until it has been evaluated. The archaeological monitor shall keep daily logs detailing the types of activities and soils observed, and any discoveries. The Qualified Archaeologist shall assess the significance of the find according to CEQA Guidelines Section 15064.5. If any find is determined to be significant, the archaeologist shall determine, in consultation with the County, and local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), project redesign and preservation in place shall be the preferred means to avoid impacts to significant cultural resources. Methods of avoidance may include, but shall not be limited to, project re-route or re-design, project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the <u>Qualified Archaeologist</u> shall develop additional treatment measures within an Archaeological Resources Treatment Plan in consultation with the County and local Native American groups expressing interest, which may include data recovery or other appropriate measures. All significant cultural materials recovered will be, as necessary and at the discretion of the consulting archaeologist and in consultation with local Native American groups expressing interest, subject to scientific analysis, professional museum curation, and documentation according to current professional standards. The treatment plan shall include provisions for the final disposition of the recovered resources, which may include onsite reburial, curation at a public, non-profit institution, or donation to a local Native American Tribe, school, or historical society. At the conclusion of archaeological monitoring and prior to the release of the grading bond, the Qualified Archaeologist shall prepare a final monitoring report. The report shall include a summary of monitoring results, description of resources unearthed, if any, significance evaluation and treatment of the resources, and the results of the artifact processing, analysis, and research. Appropriate California Department of Parks and Recreation 523 Forms shall be appended to the report, as necessary. The report shall be submitted by the Applicant to the County to signify the satisfactory completion of the Project and required mitigation measures. The Qualified Archaeologist shall submit the final report to the South Central Coastal Information Center within 30 days of its acceptance by the County.	Submit final report, as applicable	Prior to issuance of certificate of occupancy	Applicant/ Qualified Archaeologist	LACDRP, California Office of Historic Preservation for support/referral, CHRIS-SCCIC

Mitigation Measures	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
CUL-6: The project applicant shall retain a qualified paleontologist (in accordance with the Society of Vertebrate Paleontologists) to monitor all ground-disturbing activities in native soils or sediments beginning at five feet below ground surface and deeper. If the paleontologist, upon observing initial earthwork, determines there is low potential for discovery, no further action shall be required and the paleontologist shall submit a memo to the County confirming findings of low potential. If the qualified paleontologist, upon observing initial earthwork, determines there is a moderate to high potential for discovery, a qualified paleontologist or paleontological monitor (retained by the County) shall monitor all mass grading and excavation activities. Monitoring will be conducted in areas of grading or excavation in undisturbed formation sediments, as well as where over-excavation of surficial alluvial sediments will encounter these formations in the subsurface. Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediment that are likely to contain the remains of small fossil invertebrates and vertebrates. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. Should any paleontological resources (i.e., fossils) be uncovered during project construction activities, all work within a 100-foot radius of the discovery site shall be halted or diverted to other areas on the site and the County shall be immediately notified. The qualified paleontologist shall evaluate the finds and recommend appropriate next steps to ensure that the resource is not substantially adversely impacted, including but not limited to avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. Further, ground disturbance shall not resume within a 100-foot radius of the discovery site until an agreement has been reached between the project applicant, the qualified paleontologist, and the County as to the appropriate preservation or mitigation measures to ensure that the resource is not substantially adversely impacted. Any recovered paleontological specimens shall be identified to the lowest taxonomic level possible and prepared for permanent preservation. Screen-washing of sediments to recover small invertebrates and vertebrates shall occur if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage shall occur at an institutional repository approved by the County. The paleontological program shall include a written repository agreement prior to the initiation of mitigation activities. A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location. The report, when submitted to an accepted by the County, shall signify satisfactory completion of the project program to mitigation impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.	Submit Monitoring Plan	Prior to construction	Applicant/ Qualified Paleontologist	LACDRP
	Submit data recovery and associated documentation, as applicable	Prior to issuance of certificate of occupancy	Applicant/ Qualified Paleontologist	LACDRP
	Submit final report, as applicable	Prior to issuance of certificate of occupancy	Applicant/ Qualified Paleontologist	LACDRP
CUL-7: If human remains are encountered, the Applicant shall halt work in the vicinity (within 100 feet) of the find and contact the Los Angeles County Coroner in accordance with PRC Section 5097.98 and Health and Safety Code Section 7050.5. If the County Coroner determines that the remains are of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC) in accordance with Health and Safety Code Section 7050.5, subdivision (c), and PRC Section 5097.98. The NAHC shall then	Submit documentation	Prior to issuance of certificate of occupancy	Applicant/ Qualified Archaeologist	LACDRP

Mitigation Measures	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the landowner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the landowner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the MLD on all reasonable options regarding their preferences for treatment.				
Noise and Vibration				
NOI-1: Prior to the issuance of building permits, exterior areas of proposed multiple family residential uses that are projected to be exposed to existing with Project roadway noise levels and cumulative with Project roadway noise levels exceeding the County's exterior noise standards (i.e., 65 dBA CNEL for multiple family residential) shall include noise attenuation features including, but not limited to, setbacks, soundwalls, glass noise barriers, and landscaping so that exterior areas meet the County's exterior noise standards. In addition, construction activities on the Project site will include construction techniques such as sound barriers and sound blankets where necessary to meet the County's Noise Ordinance. To ensure that the County's exterior noise standard for the proposed multi-family residential uses (65 dBA CNEL) are met, the Applicant shall demonstrate compliance through the preparation of an acoustical evaluation and if the Proposed Project's construction techniques identified in Section 2.4.7 of this Addendum are modified, the Applicant shall demonstrate compliance with the County's Noise Ordinance to the County Department of Public Health through the preparation of an acoustical evaluation.	Submit site plan review application	Prior to issuance of building permit	Applicant	LACDPH
NOI-3: Prior to approval of a grading permit or building permit, construction equipment shall be prohibited within 50 feet of occupied residential structures. If construction equipment is required to be within 50 feet of occupied residential structures, the project applicant shall demonstrate that the human annoyance threshold of 80 VdB (0.04 in/sec PPV) and structural damage thresholds of 0.2 in/sec PPV for non-engineered timber and masonry buildings and 0.12 in/sec PPV for historic-age buildings that are extremely susceptible to vibration damage is achieved. Demonstration of compliance shall be provided through the preparation of a vibration analysis.	If construction equipment is required to be within 50 feet of occupied residential structures, submit vibration analysis report for review and approval	Prior to issuance of grading or building permit	Applicant	LACDPH

Exhibit 2
Conditions of Approval

Department of Public Works letter
dated January 15, 2026



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 15, 2026

IN REPLY PLEASE

REFER TO FILE:

LD-4

TO: Michelle Bush
Foothills Development Services
Department of Regional Planning

Attention Bryan Moller

FROM: James Chon
Land Development Division

CONDITIONAL USE PERMIT (RPPL2023004092)
1667 EAST 118TH STREET
ASSESSOR'S MAP BOOK 6149, PAGE 12, PARCEL 901
ASSESSOR'S MAP BOOK 6149, PAGE 14, PARCELS 900, 903, AND 906
UNINCORPORATED WILLOWBROOK

This clearance memo supersedes the memo dated November 26, 2025, for Charles Drew University Wellness Center.

The project proposes building four affordable multi-family buildings, one affordable senior housing building, four faculty/student housing buildings, one office building, one athletic facility building, one 8-story parking structure, and one athletic field located at 1667 East 118th Street in unincorporated Willowbrook.

☒ Public Works recommends that the conditions shown below be applied to the project if ultimately approved by the advisory agency.

☐ Public Works has comments on the submitted documents; therefore, a Public Hearing shall NOT be scheduled until the comments have been addressed.

1. Street

1.1. Prior to the issuance of a grading or building permit, submit Street Improvement plans to Public Works, through the EPIC-LA portal under "Public Improvement Plans: Street Plans," that reflect the following for review and approval:

Be advised that we currently have no known County construction project within the limits of your project. Should a County project be scheduled and constructed ahead of the applicant's development, a pavement moratorium may be imposed that would restrict any pavement work for two years. Exceptions could be made if acceptable rehabilitation measures are provided. The applicant is encouraged to monitor <https://pw.lacounty.gov/gmed/lacroads/Find.aspx> periodically to determine if any future County projects have been scheduled or to determine whether a pavement moratorium currently exists along streets fronting the project location.

1.1.1. Dedicate additional street right of way for the construction of standard cul-de-sacs with minimum 32-foot radius on East 118th Street.

1.1.2. Permission to vacate the portion of East 118th Street for the proposed promenade.

For questions regarding the street dedication/vacation process, please contact Diego Rivera of Public Works, Land Development Division, at (626) 458-4902 or dirivera@pw.lacounty.gov.

1.1.3. Construct driveway approaches to meet current Americans with Disabilities Act (ADA) guidelines. Use Modified Type C or Type B. The proposed emergency access on the existing cul-de-sac on 117th Place and proposed cul-de-sacs on 118th Street shall be reconstructed as Type-B. Dedicate additional street right of way for Americans with Disabilities Act guidelines, if necessary.

1.1.4. Close all unused driveways along the property frontage with standard curb, gutter, and sidewalk.

1.1.5. Construct standard curb ramps on 117th Street for the mid-block crossings using Caltrans standard A88A. Additional road right of way may be required. The Signing and Striping Plan shall address pedestrian safety for the mid-block crossings.

1.1.6. Provide and maintain 10' x 10' pedestrian sight triangles from all driveways to the back of the sidewalk. This means there shall be no solid structures such as fences, walls, or landscaping more than 3.5 feet high within the pedestrian sight triangles.

- 1.1.7. Provide and maintain 4-foot clearance from the top of "X" of all driveway approaches.
- 1.1.8. Provide a minimum 50-foot setback for all proposed gates. For the gate serving Building A5 on 117th Place, the setback shall be 20 feet. For buildings A1-A4, the setback shall be 30 feet. Driveway approaches identified as emergency access on the approved site plan are exempt from the gate setback requirement.
- 1.1.9. Construct drainage devices along the property frontage and record a maintenance covenant for private maintenance. Drainage devices shall be directly connected to an existing catch basin where one is present along the street frontage.
- 1.1.10. Repair or replace all road improvements damaged during construction.
- 1.1.11. Plant street trees along the property frontage. Contact Public Works, Road Maintenance Division (Maintenance District 241 office), at (323) 261-2160 to obtain the desirable tree species.
- 1.1.12. Underground all new utility lines less than 50,000 volts.
- 1.1.13. Permission is granted to provide a red curb between the fire lane and driveway approach on 117th Street and 117th Place. For questions, please contact James Harris of Public Works, Traffic Safety and Mobility Division, at (626) 300-4646 or jharris@pw.lacounty.gov.
- 1.2. Prior to the issuance of a Certificate of Occupancy, construct all required street improvements.

For questions regarding the street conditions, please contact Kevin Godoy of Public Works, Land Development Division, at (626) 458-5932 or kgodoy@pw.lacounty.gov.

2. Traffic

2.1. Prior to the issuance of a grading or building permit:

2.1.1. Submit a Signing and Striping Plan, through EPIC-LA under "Engineering Studies: Traffic Conceptual Plan," to Public Works for review and approval. Please note that plans submitted to Regional Planning cannot be initiated for review by Public Works. Submit plans directly to Public Works through EPIC-LA.

2.1.2. Comply with all the mitigations identified in the approved Transportation Impact Analysis.

2.2. Prior to the issuance of a Certificate of Occupancy, comply with all the mitigations identified in the approved Signing and Striping Plan.

For questions regarding the traffic conditions, please contact Mr. Harris of Public Works, Traffic Safety and Mobility Division, at (626) 300-4646 or jharris@pw.lacounty.gov.

3. Grading

3.1. Prior to the issuance of a grading or building permit, provide approval of:

3.1.1. The latest hydrology study by Public Works, Land Development Division (Storm Drain and Hydrology Section).

3.1.2. The grading plan by Public Works, Geotechnical and Materials Engineering Division.

3.1.3. Permits and/or letters of non-jurisdiction from all State and Federal agencies, as applicable. These agencies may include, but may not be limited to, the State of California Regional Water Quality Control Board; State of California Department of Fish and Wildlife; State of California Department of Conservation, California Geologic Energy Management Division (CalGEM); and the Army Corps of Engineers.

- 3.2. Submit grading plans, through EPIC-LA under "Grading Plan Check: Grading Plan," to Public Works for review and approval. The grading plan must show and call-out the following items including, but not limited to, construction of all drainage devices and details; paved driveways; elevation and drainage of all pads, SUSMP, and LID devices (fill-in whichever is applicable); and any required landscaping and irrigation not within a common area or maintenance easement. Acknowledgement and/or approval from all easement holders may be required.
- 3.3. The BMP system currently proposed in the hydrology report is not necessarily approved and shall be subject to final engineering review. If the BMP system is found to not meet, satisfy, or conform to Public Works standards or requirements then the applicant is responsible for proposing alternate methods of satisfying the LID requirements. Alternate methods may cause alterations to the project substantial enough that the project may no longer be deemed substantially conforming with the original site plan approval or conditions. If so, the applicant is responsible for processing any required amendments or revisions to the site plan and any related engineering reports to attain substantial conformity.

For questions regarding the grading conditions, please contact Nargiss Majrooh of Public Works, Land Development Division, at (626) 458-7886 or nmajrooh@pw.lacounty.gov.

4. Drainage

- 4.1. Prior to the issuance of a grading or building permit, comply with the approved hydrology study and LID Plan.

For questions regarding the drainage condition, please contact Isaac Carrera of Public Works, Land Development Division, at (626) 458-4921 or icarrera@pw.lacounty.gov.

5. Sewer

- 5.1. A Sewer Area Study (PC 12689AS, dated October 29, 2024) was reviewed and approved. No additional mitigation measures are required. The Sewer Area Study shall be invalidated should there be an increase in the total number of dwelling units, an increase in the density, dwelling units occurring on previously identified building restricted lots, a change in the proposed sewer alignment, an increase in the tributary sewer shed, a change in the sewer connection points, or the adoption of a land use plan or a revision to

the current plan. A revision to the approved Sewer Area Study may be allowed at the discretion of the Director of Public Works. The approved Sewer Area Study shall remain valid for two years from the date of Sewer Area Study approval. After this period of time, an update of the area study shall be submitted by the applicant if determined to be warranted by Public Works.

For questions regarding the sewer condition, please contact Thong Ngov of Public Works, Land Development Division, at (626) 458-4962 or tngov@pw.lacounty.gov.

6. Water

6.1. Prior to the issuance of a Certificate of Occupancy, comply with all the requirements stipulated by the Will Serve letter issued by the water purveyor.

For questions regarding the water condition, please contact Mr. Godoy of Public Works, Land Development Division, at (626) 458-5932 or kgodoy@pw.lacounty.gov.

7. Soils

7.1. Prior to the issuance of a grading or building permit:

7.1.1. Comply with the soils conditions, per the attached Geologic and Geotechnical Engineering review sheet dated March 6, 2024.

7.1.2. Comply with the approved geotechnical report.

For questions regarding the soils conditions, please contact Davis Vo of Public Works, Geotechnical and Materials Engineering Division, at (626) 300-2095 or dvo@pw.lacounty.gov.

8. Streetlighting

8.1. Prior to the issuance of a grading or building permit, comply with the streetlighting conditions per the attached Public Works, Traffic Safety and Mobility Division, memo dated March 5, 2024.

Michelle Bush
January 15, 2026
Page 7

For questions regarding the streetlighting condition, please contact Sergio Chavez Jr. of Public Works, Traffic Safety and Mobility Division, at (626) 300-4733 or schavez@pw.lacounty.gov.

If you have any questions or require additional information, please contact Milad Hashemi of Public Works, Land Development Division, at (626) 458-7102 or mihashemi@pw.lacounty.gov.

DK:tb

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Dist. Office
PCA LX000135
EPIC LA ESTU2023000587
RPPL2023004092
Telephone: (626) 458-4925
Email:
GMEDSubmittals@dpw.lacounty.gov

Los Angeles County Public Works
Geotechnical and Materials Engineering Division

Sheet 1 of 1

GEOLOGIC AND GEOTECHNICAL ENGINEERING REVIEW SHEET

900 S. Fremont Avenue, Alhambra, CA 91803

Tract / Parcel Map	Lot(s)	Parent Tract
Site Address	1667 E. 118 th Street	Location Los Angeles APN 6149-014-900, -903, -904
Geologist	---	Developer/Owner Compton Unified School District
Soils Engineer	Geotechnologies	Engineer/Arch. Frederick Fisher and Partners

Review of:

CDU Wellness Center w/ 4 affordable FMH bldgs (200 units), 1 senior housing bldg (54 units), 4 market-rate faculty/staff housing bldg (305 units), 1 office bldg (116,000 s.f./5 stories), 1

C.U.P. No.: RPPL2023004092 For: athletic facilities bldg, 1 athletic field, and 1 8-story parking structure

Submittal Received by GMED: 2/21/24

Geologic Report(s) Dated:

Soils Engineering Report(s) Dated: 11/09/2023, 11/11/21

Geotechnical Report(s) Dated:

References:

Action: The conditional use permit is recommended for approval from a geotechnical standpoint.

At the grading plan stage, submit grading plans and an updated geotechnical report that addresses the latest plans to the Soils Section for verification of compliance with County codes and policies.

NOTE(S) TO THE PLAN CHECKER/BUILDING AND SAFETY ENGINEER:

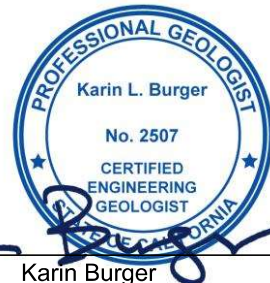
PER THE SOILS ENGINEER:

- ON-SITE SOILS ARE IN THE LOW TO MODERATE EXPANSION RANGE. THE EXPANSION INDEX WAS FOUND TO BE BETWEEN 21 AND 64 FOR REPRESENTATIVE BULK SAMPLES.
- ON-SITE SOILS ARE CORROSIVE TO GENERAL METALS WHEN SATURATED.
- WITHIN THE PROPOSED BUILDING AREAS, ALL EXISTING FILL AND UPPER NATIVE ALLUVIAL SOILS SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 5 FEET BELOW THE BOTTOM OF THE PROPOSED GRADE, OR 3 FEET BELOW THE BOTTOM OF THE PROPOSED FOUNDATIONS, WHICHEVER IS GREATER. THE EXCAVATION SHALL EXTEND HORIZONTALLY AT LEAST 3 FEET BEYOND THE EDGE OF FOUNDATIONS, OR FOR A DISTANCE EQUAL TO THE DEPTH OF FILL BELOW THE FOUNDATIONS, WHICHEVER IS GREATER.
- AN AVERAGE BEARING PRESSURE OF 1500 POUNDS PER SQUARE FOOT, WITH LOCALLY HIGHER PRESSURE UP TO 4000 POUNDS PER SQUARE FOOT MAY BE UTILIZED IN THE MAT FOUNDATION DESIGN.
- THE MAT FOUNDATION MAY BE DESIGNED UTILIZING A MODULUS OF SUBGRADE REACTION OF 175 POUNDS PER CUBIC INCH.

Prepared by



Davis Vo
Geotechnical Section



Karin Burger
Geology Section

Date 03/06/2024

Please complete a Customer Service Survey at <http://dpw.lacounty.gov/go/gmedsurvey>

NOTICE: Public safety, relative to geotechnical subsurface exploration, shall be provided in accordance with current codes for excavations, inclusive of the Los Angeles County Code, Chapter 11.48, and the State of California, Title 8, Construction Safety Orders.

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EXHIBIT MAP DATE SUBMITTED 02-12-2024

THE PROJECT DOES REQUIRE NEW STREETLIGHTS AND ANNEXATION IS NOT REQUIRED. SEE BELOW FOR FURTHER DETAILS.

Project is in the County Lighting Maintenance District (CLMD) 1687. The CUP project shall conform to the design standards and policies of Public Works, in particular, but not limited to the statements and conditions below:

STREETLIGHT REQUIREMENTS

1. Streetlights shall be provided to the satisfaction of Public Works or as modified by Public Works along property frontage, on Compton Ave.
2. Provide streetlights on new concrete poles with underground wiring. The streetlights shall be designed as a County owned and maintained system.
3. For CUP Projects, Street lighting plans shall be approved prior to issuance of building permits or road construction permits, whichever occurs first.
4. Street lighting improvements shall be installed per approved plans prior to the issuance of a certificate of occupancy.
5. Annexation is not required.

TRANSFER REQUIREMENTS

6. The applicant (property owner or authorized representative) shall be responsible for the operation and maintenance of streetlights along with their associated costs that are installed as a condition of development. The applicant will remain responsible until the streetlights are formally accepted into the County Lighting District for operation and maintenance and their billing is transferred into a County Lighting District account with Southern California Edison.
7. Public Works can assume the responsibility for operation, maintenance, and funding all associated costs of all streetlights installed and transfer the billing when all of the following conditions are met (the transfer of billing may be delayed one or more years if the conditions are not met):
 - a. All required streetlights LS-2 in the project have been constructed per Public Works approved street lighting plan, energized, and field accepted.
 - b. The County Lighting Districts is receiving revenue from the benefitting properties via the annual property tax bill.
 - c. The County have formally accepted the transfer and conveyance of the streetlights. To initiate the process, the applicant must make a written request to schavez@pw.lacounty.gov. Alternatively, the applicant can call (800) 618-7575 to

EXHIBIT MAP DATE SUBMITTED 02-12-2024

make the request over the phone. When completed, Public Works will issue a letter to the developer that the streetlights have been formally accepted.

- d. Any underlying road(s) or any associated road improvements have been accepted for public use.

Once the transfer is complete, the County will authorize the release of any remaining bond, if any.

8. Prior to the County accepting the streetlights into the County Highway System to assume the operation and maintenance responsibilities for the streetlights, a final field review will be conducted to ensure all streetlights are installed per approved plans and no knockdowns have occurred at the time of transfer.
9. The County Lighting Districts cannot assume responsibility for streetlights located within gated communities or on roadways designated as a private or private-future street.

Additional Conditions:

10. Comments/Additional Requirements:
None

Prepared by: Sergio Chavez

Phone: (626) 300-4733

Date: 03/05/2024

Exhibit 3
Conditions of Approval

Fire Department letter
dated December 17, 2025



COUNTY OF LOS ANGELES FIRE DEPARTMENT FIRE PREVENTION DIVISION

Land Development Unit
5823 Rickenbacker Road
Commerce, CA 90040
Telephone (323) 890-4243, Fax (323) 890-9783

EPIC-LA NUMBER: RPPL2023004092 PROJECT NUMBER: CDU Wellness Center
@ E 118th St
CITY/COMMUNITY: Willowbrook STATUS: Cleared
PROJECT ADDRESS: 1669 E 117th Street DATE: 12/17/2025
Los Angeles, CA 90059

CONDITIONS

1. The Fire Department recommends approval of the Conditional Use Permit for the Charles Drew University Campus Project as presently submitted at this time. Further review by the Fire Department for compliance will be required prior to building permit issuance.
2. The Fire Apparatus Access Road shall provide a minimum unobstructed width of 28 feet, exclusive of shoulders and an unobstructed vertical clearance "clear to sky" due to the building height exceeding a distance of 30 feet between the fire apparatus access road and the highest roof surface. The Fire Apparatus Access Road shall be located between 10 feet and 30 feet from the building and shall be positioned parallel to one entire side of the building. Fire Code 503.2.1.2.2 & 503.2.1.2.2.1
3. Clearly identify the firefighter walkway access routes leading from the Fire Department Access Road to all required openings in the building's exterior walls for firefighting and rescue purposes on the plan, and indicate the required width of 5 feet. Fire Code 504.1
4. When security gates are provided, maintain a minimum access width of 20 feet (wider gate width maybe required if the gate encroaching into the fire operational area or required fire lane). The security gate shall be provided with an approved means of emergency operation and shall be maintained operational at all times and replaced or repaired when defective. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F220. Gates shall be of the swinging or sliding type. Construction of gates shall be of materials that allow manual operation by one person. (Fire Code 503.6). Provide a gate detail for each proposed vehicular gate shown within a fire lane, compliance will be required during the Fire Department review of the architectural plan prior to building permit issuance.
5. Provide a minimum 32-foot centerline turning radius for the Fire Apparatus Access Road. Indicate the centerline, inside and outside turning radii for each change in direction.
An approved Fire Department turnaround maybe required for dead-end Fire Apparatus Access Road in excess of 150 feet in length. The turnaround shall be oriented on the access roadway in the proper direction of travel.
6. Provide documentation from the utility company indicating the Kilovolt rating of the overhead transmission lines within the lot frontage. Provide a site plan/Exhibit Map showing the overhead transmission lines and indicate the distance to the proposed structures (the closest drip line to the building). Signs that include the words "CAUTION OVERHEAD HIGH-VOLTAGE TRANSMISSION LINES." shall be posted as indicated and approved by the fire code official prior to occupancy. Fire Code 503.3.1
7. Install 9 public fire hydrants as noted by the Fire Department site plan and Utility Plan. All required public fire hydrants shall be installed, tested and accepted prior to beginning construction. All fire hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal, and shall be installed in accordance with the County of Los Angeles Fire Code. Fire Code 501.4
8. The required fire flow for the public fire hydrants for this project will vary between 2,000 gpm and 4,000gpm due to each building construction type and size. The duration will also vary between 2hrs to 4hrs. A 20 psi residual pressure will remain constant for all public fire hydrants. The Cover Sheet (A1.00) provides the required fire flow for each building, exact fire flow requirement and compliance for each building will be performed during the Fire Department review of the architectural plan review prior to building permit issuance. Fire Code 507.3 & Appendix B

John Della

9. Fire department connections (FDC) shall be located on the street-address side of buildings, facing approved fire apparatus access roads, within 150 feet (via vehicular access) of an accessible public fire hydrant, and as close to the street curb face as possible, fully visible, and recognizable from the street, fire apparatus access road or nearest point of fire department vehicle access or as otherwise approved by the fire code official. FDC shall be located a minimum of 25 feet (7,620 mm) from the structure. When this distance cannot be achieved, a minimum two-hour, fire-resistive wall shall be provided for the structure with no openings in the wall, for 25 feet (7,620 mm) in either direction from the FDC. The required fire-resistive construction and lack of openings shall extend for the full height of the wall or building as determined by the fire code official. The fire code official may allow sufficiently protected overhead openings. FDC shall be located not less than 24 inches (609.6 mm) nor more than 42 inches (1,066.8 mm) above grade. Fire Code 912.2.1
During the building permit review process, provide a verbatim note and show FDC locations on the site plan. Final location of the FDC shall be determined by Sprinkler Unit during the fire sprinkler plan check review process.
10. Building U8 - Shall provide a minimum fire lane width of 20ft on the east and west of the building with an all-weather access surface. An additional staircase, at the middle of the building, is required with direct access from the public street. The building shall be setback a minimum 5ft from the northern property line providing firefighter access around the building.

For any questions regarding the report, please contact Juan Padilla at (323) 890-4243 or Juan.Padilla@fire.lacounty.gov.



Exhibit 4
Conditions of Approval

Department of Public Health letter
dated April 3, 2024



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRE, M.S.P.H.
Chief Deputy Director

LIZA FRIAS, REHS
Director of Environmental Health

BRENDA LOPEZ, REHS
Assistant Director of Environmental Health

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www.publichealth.lacounty.gov/eh/



BOARD OF SUPERVISORS

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Fifth District

April 03, 2024

TO: Edward Rojas
Supervising Regional Planner
Department of Regional Planning

Attention: Bryan Moller

FROM: Charlene Contreras 
Director, Community Protection Branch
Department of Public Health

**SUBJECT: CONDITIONAL USE PERMIT (CUP) REQUEST
CASE: RPPL2023004092
1667 E. 118th STREET LOS ANGELES CA 90059**

Thank you for the opportunity to review the application and project located at the subject property. The applicant proposes to demolish an existing school and developing a new Wellness Center consisting of four affordable multifamily housing buildings, affordable senior housing building, faculty/staff housing buildings, office building, athletic building, athletic field, and 8-story parking structure.

Public Health recommend clearance of the aforementioned project. This is conditioned by the current use of public water and wastewater systems. The applicant provided a water "Will Serve" letter from Liberty Utilities dated December 13, 2023. Also, provided a sewer "Will Serve" letter from Los Angeles County Sanitation Districts dated March 27, 2024. Any change of methods for the provisions of potable water and sewage disposal shall invalidate this approval.

- ☒ Public Health conditions for this project have been met as of the date of this letter. Public Health recommends the clearance of the aforementioned project.
- ☐ Public Health requires that the conditions or information requested below are addressed prior to agency approval; therefore, the Department **DOES NOT** recommend clearance of this project until the following conditions are met:

1. Community Protection Branch: Environmental Hygiene

Please Note: The following are general requirements for Noise and Air Quality recommendations for the proposed project.

The applicant shall abide by the requirements contained in Title 12, Section 12.08.390, 12.08.440, 12.08.530, Noise Control Ordinance for the County of Los Angeles (reference available at municode.com).

1.1 Exterior Noise

Ordinance:

12.08.390 Exterior Noise Standards

No person shall operate or cause to be operated, any source of sound at any location within the unincorporated county, or allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person which causes the noise level, when measured on any other property either incorporated or unincorporated, to exceed any of the following exterior noise standards (See Table 1):

Exterior Noise Standards, dBA						
Area	Duration	Std # 1 = L50	Std # 2 = L25	Std # 3 = L8.3	Std # 4 = L1.7	Std # 5 = L0
		30min/hr	15min/hr	5 min/hr	1 min/hr	At no time
Residential	7 am – 10 pm	50	55	60	65	70
	10 pm – 7 am	45	50	55	60	65
Commercial	7 am – 10 pm	60	65	70	75	80
	10 pm – 7 am	55	60	65	70	75

Table 1. Std= Standard dB that may not exceed the cumulative period

1.2 Construction Noise

Ordinance:

12.08.440 Construction Noise

Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 7:00 p.m. and 7:00 a.m., or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real-property line, except for emergency work of public service utilities or by variance issued by the health officer is prohibited.

A. Mobile Equipment. Maximum noise levels for nonscheduled, intermittent, short-term operation (less than 10 days) of mobile equipment shall not exceed:

	Single-family Residential	Multi-family Residential	Semi residential/ Commercial
Daily, except Sundays and legal holidays, 7:00 a.m. to 7:00 p.m.	75 dBA	80 dBA	85 dBA

Table 2. Std = Standard dBA that may not exceed

B. Stationary Equipment. Maximum noise level for repetitively scheduled and relatively long-term operation (periods of 10 days or more) of stationary equipment shall not exceed:

	Single-family Residential	Multi-family Residential	Semi residential/ Commercial
Daily, except Sundays and legal holidays, 7:00 a.m. to 7:00 p.m.	60 dBA	65 dBA	70 dBA

Table 3. Std = Standard dBA that may not exceed

1.3 Community Noise

Ordinance:

12.08.530 Residential air conditioning or refrigeration equipment

Operating or permitting the operation of any air conditioning or refrigeration equipment in such a manner as to exceed any of the following sound levels is prohibited (See Table 4).

Measuring Location	Units Installed on or after January 1, 1980, dBA
Any point on neighboring property line, 5 feet above grade level, no closer than 3 feet from any wall.	55
Center of neighboring patio, 5 feet above level, no closer than 3 feet from any wall.	50
Outside the neighboring living area window nearest the equipment location, not more than 3 feet from the window opening, but at least 3 feet from any other surface.	50

Table 4: dBA levels not to be exceeded on the neighboring property

1.4 Findings

1.4.1 Exterior noise

Surrounding the subject property are single/multi-family residences, Charles Drew University, a parking structure, and the 105 freeway. Noise levels were measured using a sound level meter on the southern sidewalk of the subject property of 117th St on November 1, 2023, to determine background noise levels.

The background noise level results exceeded the noise standards (See Table 5). As a result, the background noise levels become the exterior noise standard.

Based on the proposed site plan and findings, noise generated from the proposed project (i.e., common area, athletic field, trash pickup, vehicle idling, exhaust, and car alarms) would likely not exceed the exterior noise standards due to:

1. the subject property's operational noise would not violate the residential noise standard because the background noise levels at the residential properties were above the ambient.
2. the common outdoor area is surrounded by the buildings.
3. the athletic field is within the campus, surrounded by three buildings and a parking structure.
4. residential parking is underground.
5. the staff parking structure on 117th St, adjacent to the 105 freeway will attenuate freeway noise to the subject project.
6. the staff parking structure will have a 20" - 8" setback from the nearest single-family residence, providing a buffer from vehicle noise.

Exterior Noise Standards, dBA – Industrial											
Area Background Results	Duration	Std # 1 = L50		Std # 2 = L25		Std # 3 = L8.3		Std # 4 = L1.7		Std # 5 = L0	
		30min/hr	Result	15min/hr	Result	5 min/hr	Result	1 min/hr	Result	At no time	Result
Residential: 1667 E 118th Street Los Angeles, CA 90059	3:41 pm – 4:41 pm	50	56.8	55	58.3	60	61.0	65	65.4	70	72.5

Table 5. Std = Standard dB that may not exceed the cumulative period

1.4.2 Construction Noise

Due to the proximity and the scope of the project, construction noise, such as demolition and grading, may impact the adjacent single-family residents.

1.4.3 Community Noise

The site plan indicates that the Heating, Ventilation, and Air Conditioning (HVAC) units will be located on the 4th or 5th floor rooftop. Based on the proposed distance and elevation of the HVAC units to the adjacent property, it does not appear that they will exceed standard #1 of 50 dBA.

1.5 Recommendation

- 1.5.1 Comply with requirements contained in Title 12, Section 12.08.390, 12.08.440, 12.08.530, Noise Control Ordinance for the County of Los Angeles.

The following activities should be minimized or monitored closely to avoid noise impact to neighbors.

1. Operation of stationary/nonstationary equipment, especially motorized.
 2. Use of a PA System
 3. Special events
 4. Car alarms
 5. Trash collection
- Consider using noise-attenuating building materials and designs which will provide an interior CNEL of 45 dBA.

1.5.2 Construction Noise

Noise mitigation measures should be applied to reduce construction noise and to comply with Title 12, 12.08.440 – Construction Noise. Noise mitigation strategies may include but are not limited to:

1. Installation of a temporary sound barrier at the proposed project site to mitigate noise impacts on all surrounding properties.
2. All construction equipment shall be equipped with the manufacturers' recommended noise muffling devices, such as mufflers and engine covers. These devices shall be kept in good working condition throughout the construction process.
3. All construction equipment shall be properly maintained and tuned to minimize noise emissions.
4. Stationary noise sources (e.g., generators and compressors) shall be located as far from residential receptor locations as is feasible.

1.5.3 Community Noise

Ensure HAVC units do not exceed 50 dBA at the neighboring property line.

1.5.4 Air Quality Recommendation

During grading or excavation activities if applicable, application of dust control measures to minimize fugitive dust is recommended.

Edward Rojas

April 03, 2024

Page 6 of 6

Fugitive dust can result in worker and public exposure to fungal spores such as *Coccidioides immitis*, which can cause Coccidioidomycosis (Valley Fever). Adhere to applicable Air Quality Management District regulations.

For questions regarding above comments, please contact Makkaphoeum Em of Public Health, Environmental Hygiene Program at (626) 430-5201 or mem@ph.lacounty.gov.

If you have any other questions or require additional information, please contact Veronica Aranda of Public Health, Planning & Land Use Liaison at (626) 430-5201 or varanda@ph.lacounty.gov.

CC:va

DPH_CLEARED_1667 E. 118th STREET LOS ANGELES CA 90059_RPPL2023004092_04.03.2024

2023 Willowbrook Transit-Oriented District Specific Plan

ANALYSIS

This ordinance amends Title 22 – Planning and Zoning of the Los Angeles County Code to amend principal use regulations and development standards of the Willowbrook Transit-Oriented District Specific Plan (Specific Plan) as of August 2, 2023, applicable to projects in the Mixed Use 1 and Mixed Use 2 Zones and bring the Specific Plan in compliance with current County policies.

DAWYN R. HARRISON
County Counsel

By 

KATHY PARK
Senior Deputy County Counsel

KP:II

ORDINANCE NO. _____

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code to amend principal use regulations and development standards of the Willowbrook Transit-Oriented District Specific Plan (Specific Plan) as of August 2, 2023, applicable to projects in the Mixed Use 1 and Mixed Use 2 Zones and bring the Specific Plan into compliance with current County policies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 3.5 is hereby amended to read as follows:

3.5 Mixed Use Zones

...

B. Land Use Regulations

...

3. **Principal uses.** Table 3-2 identifies the principal uses and the permit or review required to establish each use. Additional regulations contained in Title 22 and/or this Specific Plan are also identified. Principal uses identified in Table 3-2 below may be established on a single site either as an integrated project, or as stand-alone use, subject to the provisions of this Chapter.

...

**Table 3-2:
Principal Use Regulations for Mixed Use Zones**

Use	MU-1	MU-2	Additional Regulations
...			
- Townhomes	SPR	SPR	
Senior citizen housing	==	SPR	
Staff housing	==	SPR	
Student housing	==	SPR	
...			
Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells and any use normal or accessory to the storage and distribution of water	CUP	CUP	
Wireless telecommunications facilities	SPR/CUP	SPR/CUP	As Specified in Section 22.140.760

...

C. Development and Design Standards

- General.** Table 3-5 identifies the development standards applicable to all development in the Mixed Use Zones. Additional regulations contained in Title 22 and/or this Specific Plan are also identified.

**Table 3-5
Development Standards for Mixed Uses**

Development Standards	MU-1	MU-2	Additional Regulations
...			
Minimum Interior Yard (side or rear) from residential use	n/a	20 ft	
Building Height Maximum	50 ft and 4 stories	50 73 ft; 110 ft for parking structures	Section 3.5.C.2. of this Chapter; Chapters 22.04 and 22.11
...			
Residential Common Open Space Area Minimum	50 sq. ft/du	50 sq. ft/du for at least 50%	Required for Residential uses only. Minimum dimension shall be 25 feet.

Development Standards	MU-1	MU-2	Additional Regulations
		of the units; or <u>75 sq. ft/du for student housing if no private open space is provided</u>	
Residential Private Open Space Area Minimum	50 sq. ft/du	50 sq. ft/du	Required for residential uses only. Minimum dimension shall be 5 ft. <u>Not required for student housing if 75 sq. ft/du of total common open space is provided instead.</u>
Residential Floor Area Minimum			Chapter 22.140.320
Efficiency	500 sq. ft	500 sq. ft	
One Bedroom	700 sq. ft	700 sq. ft	
Two Bedroom	900 sq. ft	900 sq. ft	
Three Bedroom	1100 sq. ft	1100 sq. ft	
Each Additional Bedroom	200 sq. ft	200 sq. ft	
Live/work unit	1,000 sq. ft	1,000 sq. ft	

...

7. Residential open space.

...

- d) For student housing, residential common open space provided in lieu of residential private open space shall be located within 500 feet of the student housing building(s) being served; shall be only accessible to the occupants of the building to which the common open space serves and shall only be accessible to the occupants of a building to

which the common open space serves to distinguish it from
other common space that may be provided.

. . .

11. Parking lots.

. . .

- e) Separate parking facilities shall be provided for residential
uses and commercial uses, except for student or staff
housing on a university campus.

Willowbrook Transit-Oriented District Specific Plan

ANALYSIS

This ordinance amends Title 22 – Planning and Zoning of the Los Angeles County Code to amend principal use regulations and development standards of the Willowbrook Transit-Oriented District Specific Plan (Specific Plan) applicable to projects in the Mixed Use 1 and Mixed Use 2 Zones and bring the Specific Plan in compliance with current County policies.

DAWYN R. HARRISON
County Counsel

By 
KATHY PARK
Senior Deputy County Counsel

KP:mse

Requested: 08/07/26

Revised: 08/26/26

ORDINANCE NO. _____

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code to amend principal use regulations and development standards of the Willowbrook Transit-Oriented District Specific Plan (Specific Plan) applicable to projects in the Mixed Use 1 and Mixed Use 2 Zones and bring the Specific Plan into compliance with current County policies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 22.412.040 is hereby amended to read as follows:

22.412.040 Mixed Use Zones.

...

B. Land Use Regulations.

...

2. Principal Uses. Table 22.412.040-B, below, identifies the principal uses and the permit or review required to establish each use in the Mixed Use Zones. Additional regulations contained in this Title 22 are also identified. Principal uses may be established on a single site, either as an integrated project or as stand-alone use, subject to the provisions of this Chapter.

TABLE 22.412.040-B: PRINCIPAL USE REGULATIONS FOR MIXED USE ZONES			
Use	MU-1	MU-2	Additional Regulations
...			
- Townhomes	SPR	SPR	
<u>Senior citizen housing</u>	--	<u>SPR</u>	
<u>Staff housing</u>	--	<u>SPR</u>	
<u>Student housing</u>	--	<u>SPR</u>	
...			

TABLE 22.412.040-B: PRINCIPAL USE REGULATIONS FOR MIXED USE ZONES			
Use	MU-1	MU-2	Additional Regulations
Any use normal or accessory to the storage or distribution of public water	CUP	CUP	
Wireless telecommunications facilities	<u>SPR/CUP</u>	<u>SPR/CUP</u>	<u>As Specified in Section 22.140.760</u>
Note: 1. Retail uses are required on the ground floor fronting Wilmington Avenue and East 119th Street.			

...

C. Development Standards.

1. General. Table 22.412.040-F, below, identifies the development standards applicable to all development in the Mixed Use Zones. Additional regulations contained are also identified.

TABLE 22.412.040-F: DEVELOPMENT STANDARDS FOR MIXED USE ZONES			
Development Standards	MU-1	MU-2	Additional Regulations
...			
Minimum Interior Yard (side or rear) from residential use	n/a	20 ft	Only applicable to Mixed-Use Projects
Building Height Maximum	50 ft	50 73 ft; <u>110 ft for parking structures</u>	Chapter 22.04 and 22.110
...			
Residential Common Open Space Area Minimum	50 sq. ft/du	50 sq. ft/du for at least 50% of the units	
Residential Private Open Space Area Minimum	50 sq. ft/du	50 sq. ft/du	Required for residential uses only. Minimum dimension shall be 5 ft. <u>Not required for student housing if 75 sq. ft/du of total common open space is provided instead.</u>
Residential Floor Area Minimum			<u>Section 22.140.320 for live/work units</u>
A. Efficiency	500 sq. ft	500 sq. ft	
B. One Bedroom	700 sq. ft	700 sq. ft	

TABLE 22.412.040-F: DEVELOPMENT STANDARDS FOR MIXED USE ZONES			
Development Standards	MU-1	MU-2	Additional Regulations
C. Two Bedroom	900 sq. ft	900 sq. ft	
D. Three Bedroom	1100 sq. ft	1100 sq. ft	
E. Each Additional Bedroom	200 sq. ft	200 sq. ft	
F. Live/work unit	1,000 sq. ft	1,000 sq. ft	

...

7. Residential Open Space.

...

f. Open space areas for use by residents shall not be accessible from the commercial portion of the mixed use development.

g. For student housing, residential common open-space provided in lieu of residential private open space shall be located within 500 feet of the student housing building(s) being served, shall be only accessible to the occupants of the building to which the common open space serves, and shall only be accessible to the occupants of a building to which the common open space serves to distinguish it from other common open space that may be provided.

...

11. Parking lots shall be designed with end-stall turnarounds or a continuous circulation pattern.

...

d. Separate parking facilities shall be provided for residential uses and commercial uses, except for student or staff housing on a university campus.

...

SECTION 2. Section 22.412.120 is hereby amended to read as follows:

22.412.120 TOD Parking Reduction Overlay Zone.

. . .

B. Nonresidential Uses.

1. Except as specified otherwise by State law, the minimum parking required for nonresidential uses shall be 40 percent of the required parking spaces specified in Section 22.112.070.

2. Off-Site Parking. Off-site parking facilities may be proposed for nonresidential uses, subject to Chapter 22.178 (Parking Permits), provided such facilities are located within 1,500 feet from the site of the development, except required or provided parking for student or staff housing on a university campus may be located within 500 feet of the parcel on which the residential uses are located without a parking permit.

[22412040KPCC]

Development Agreement Ordinance

ANALYSIS

This ordinance approves Charles Drew University development agreement,
pursuant to sections 65864 and 65867.5 of the California Government Code
Los Angeles and County Code Title 22, Chapter 22.162.

DAWYN R. HARRISON
County Counsel

By 
KATHY PARK
Senior Deputy County Counsel

KP:ll

ORDINANCE NO. _____

An ordinance approving the Charles Drew University development agreement, pursuant to sections 65864 and 65867.5 of the California Government Code and Los Angeles County Code Title 22, Chapter 22.162.080.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. The Board of Supervisors hereby approves Development Agreement No. RPPL2023005669-(2), a copy of which is attached hereto.

Development Agreement

RECORDING REQUESTED BY:

**LOS ANGELES COUNTY DEPT. OF
REGIONAL PLANNING**

AND WHEN RECORDED MAIL TO:

[Insert company name]

[Street address]

[City, state, zip]

Attention: [name, title]

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

DEVELOPMENT AGREEMENT

by and among

THE COUNTY OF LOS ANGELES

and

CDU/MLK WELLNESS COLLABORATIVE, LLC

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Exhibits

Exhibit A:	Community Benefits
Exhibit B:	District Property
Exhibit C:	Leasehold Boundaries
Exhibit D:	Applicable Rules
Exhibit E:	Sustainability Features
Exhibit F:	Mitigation Monitoring and Reporting Program for Willowbrook TOD Specific Plan
Exhibit G:	Reserved
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Exhibit I:	Form of Development Agreement Compliance Certificate
Exhibit J:	Form of Estoppel Certificate
Exhibit K:	Form of Operating Agreement
Exhibit L:	Street Vacation Area

DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is executed this _____ day of _____, 2026, and is effective pursuant to Section 7.1 below, by and among the COUNTY OF LOS ANGELES, a body corporate and politic (the “**County**”) and CDU/MLK WELLNESS COLLABORATIVE, LLC, a California limited liability company (the “**Collaborative**”), pursuant to California Government Code Section 65864 *et seq.*, Title 22, Chapter 22.162 of the County Code, and the implementing procedures of the County, with respect to the following. Each of the County and the Collaborative are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

C. **WHEREAS**, the Collaborative is a joint venture comprised of Charles R. Drew University of Medicine and Science, a California nonprofit public corporation (“**University**”), and Century Affordable Development Inc., a California nonprofit public benefit corporation (“**Century**” and together with University, the “**Members**”). The Collaborative serves as the coordinating entity of its Members; individual Members (or their Assignee after Assignment (defined below)) will construct the Project (defined below) consistent with the terms and conditions set forth in the Ground Leases (defined below) and the Entitlements (defined below).

D. **WHEREAS**, on _____, the Los Angeles County Development Authority (“**LACDA**”), executed a quitclaim deed transferring fee ownership of property to the Compton Unified School District (the “**District**”) as described in the definition District Property.

E. **WHEREAS**, the District owns in fee or otherwise retains a legal or equitable interest in the District Property (defined below). The District Property and the Street Vacation area (defined below), which are within the unincorporated County, under the County’s land use jurisdiction, and located within one half mile of a Major Transit Stop (defined below), collectively constitute the “**Project Site**.”

F. **WHEREAS**, in response to a Request for Proposals (the “**RFP**”) issued by the District and LACDA, on or about November 19, 2019, the Collaborative submitted a proposal to develop the Project Site with a mixed use development consisting of affordable housing, University faculty/staff housing, office, retail, research, community and clinic space, athletics and recreational facilities, and parking for the to-be-developed uses, which was the selected highest ranked response to the RFP.

G. **WHEREAS**, on April 7, 2021, District, LACDA, and Collaborative entered into that certain ENA (defined below), pursuant to which the Parties are evaluating the potential development of the Project Site with the Project and negotiating agreements to facilitate such development.

H. **WHEREAS**, the Collaborative, in cooperation and collaboration with its Members, intends to develop the Project, all of which has been designed in consultation with the County and the District, to transform the Project Site in a manner that supports the University’s mission to foster a student-centered university committed to cultivating diverse health profession leaders who are dedicated to social justice and health equity for underserved populations through outstanding education, clinical service, and community and the County and District’s goals and objectives for the Project Site, including providing affordable housing. The Project will provide increased safety, vibrancy, walkability, community services, much-needed housing (including affordable, faculty/staff, and student housing), recreational opportunities, and economic and employment opportunities to the area of the unincorporated Willowbrook TOD Specific Plan (as defined in Recital I), thereby contributing to the economic health of the local economy and the health, safety and welfare of the local community.

I. **WHEREAS**, the Project will be developed in a manner that is consistent with the goals and policies in the Willowbrook Transit-Oriented Development Specific Plan that was originally approved by the County in August 2018 (as amended, “**Willowbrook TOD Specific Plan**”), and as provided for by the Project Documents. The Project Site will be developed with complimentary design and Project Site connectivity, all in accordance with the Entitlements, their conditions of approval, and the approved Project Site Plan.

J. **WHEREAS**, while the Project will be developed with complimentary design and Project Site connectivity, to obtain financing and to achieve the broad Project objectives, the development of the Project Site will be divided into Phases (defined in Section 1.65).

K. **WHEREAS**, the Parties anticipate that, in order to facilitate the development and construction of the Project, (i) the University will execute up to seven (8) Ground Leases with the District for the development of the Wellness and Education Campus, and (ii) Century and the District will execute an option agreement, pursuant to which the District will provide Century with an exclusive right to execute up to five (5) Ground Leases for the Affordable Housing (the “**Option Agreement**”).

L. **WHEREAS**, to allow the Project to be developed in Phases, the Collaborative intends to assign certain rights, title, and interests in and to this Agreement to one or more of the Members or the Affordable Member Partnerships (defined below) pursuant to the terms and conditions set forth in this Agreement, with Members causing development of individual Phases

of the Project, and the Collaborative, as applicant, maintaining the orderly development of the site in a coordinated and cohesive manner.

M. **WHEREAS**, the Collaborative will act as applicant to obtain the Entitlements and coordinate the development of common infrastructure.

N. **WHEREAS**, the County has determined that, pursuant to California Government Code Section 25536(a), development of the Parking Structure on the County Property serves a public purpose and is in the County and the public's best interests.

O. **WHEREAS**, the District has determined that pursuant to California Education Code Sections 17515 et seq., development of the District Property with the Project will serve a public purpose and is in the District's best interest.

P. **WHEREAS**, the Collaborative has proposed the development of the Project, which represents a substantial investment in the Willowbrook Community and County and desires to enter into a development agreement with the County in connection with development of the Project, including compliance with the various conditions and requirements of the Project, all of which will result in large expenditures of monies by the Collaborative and increased public benefits to the Willowbrook community.

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

R. **WHEREAS**, the Collaborative wishes to obtain reasonable assurances that the Project may be developed in accordance with the Willowbrook TOD Specific Plan, the Project Documents, the Addendum (as defined in Recital W), the certified Willowbrook FEIR, and the terms of this Agreement, as the Collaborative anticipates making substantial capital expenditures in reliance upon this Agreement.

S. **WHEREAS**, the Collaborative and its Members will implement public benefits above and beyond the necessary mitigation required by State and local laws for the Project, including the creation of new jobs, programmed public access to the Recreational Facilities, programmed educational opportunities for K-12, health and learning opportunities made available on the Wellness and Education Campus, funding for various community improvements, and additional community benefits all as set forth in the attached Exhibit A; these public benefits serve as the consideration upon which the County bases its decision to enter into this Agreement.

T. **WHEREAS**, this Agreement is necessary to assure the Collaborative that the Project will not be reduced in density, intensity, or use or be subjected to new or modified rules, regulations, ordinances, or policies adopted or applied to the Project after the Effective Date of this Agreement, unless otherwise allowed by this Agreement, and this assurance serves as the

consideration upon and the reliance for which the Collaborative bases its decision to enter into this Agreement.

U. **WHEREAS**, development of the Project in accordance with this Agreement will provide for the orderly development of the Project Site in accordance with the objectives set forth in the General Plan and the Willowbrook TOD Specific Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Project Site, assure timely installation of necessary improvements, assure attainment of maximum efficient resource utilization within the County at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted.

V. **WHEREAS**, on April 29, 2026, the Regional Planning Commission held duly noticed public hearings on this Agreement and the Entitlements. Following these public hearings, the Regional Planning Commission determined that the Project and the Agreement are, as a whole and taken in their entirety, consistent with the County's objectives, policies, general land uses, and programs specified in the General Plan, the Willowbrook TOD Specific Plan, and the Zoning Code. The Regional Planning Commission adopted resolutions recommending approval of the Project, including this Agreement, to the Board of Supervisors. The Regional Planning Commission transmitted to the Board of Supervisors its findings and recommendations.

W. **WHEREAS**, on June 30, 2026, the Board of Supervisors, having received the Regional Planning Commission's recommendations, held a duly noticed- public hearing on this Agreement, the Entitlements. Thereafter, following the public hearing, on June 30, 2026, the Board, as lead agency under the California Environmental Quality Act, California Public Resources Code §§ 21000 – 21177, ("**CEQA**"), considered and approved the Addendum to the Willowbrook FEIR (State Clearinghouse No. 2015101106) ("**Addendum**"), also known as Environmental Assessment No. RP-L2023004097, and determined based on substantial evidence in the whole administrative record, that Project activities do not result in the need to prepare a supplemental or subsequent EIR and indicated its intent to approve the Entitlements, including this Agreement, finding that the Agreement is consistent with the General Plan and Zoning Code. The following Entitlements relating to the Project were approved by the Board concurrently with this Agreement: Administrative Housing Permit No. RPPL2023004095, Development Agreement No. RPPL2023005669, Conditional Use Permit No. RPPL2023004092, General Plan Amendment No. RPPL2023004093, and Ministerial Site Plan Review No. RPPL2024001835. The Board also approved the quitclaim deed transferring certain LACDA property to the District as further described in the definition District Property, below.

X. **WHEREAS**, on _____, 2026 the County, through its Board of Supervisors, in accordance with the Development Agreement Act, adopted Ordinance No. [_____] ("**Enacting Ordinance**"), approving this Agreement and authorizing the Chair of the Board of Supervisors to execute this Agreement, subject to the receipt by the Executive Officer-Clerk of the Board of the Agreement executed by Collaborative within 30 days of the date of Board approval, finding that this Agreement is in the public interest and is consistent with the County's General Plan and Zoning Code. The Enacting Ordinance is effective 30 days after the date of approval of such ordinance, provided the executed Development Agreement is received by the Executive Officer-Clerk of the Board within that 30-day time period.

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

Z. **WHEREAS**, for the foregoing reasons, the Parties desire to enter into this Agreement for the Project pursuant to the Development Agreement Act, as defined below, and the County powers upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act and the Development Agreement Ordinance, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein, and in consideration of the mutual promises, obligations, and covenants herein contained, the Parties agree as follows:

1. DEFINITIONS.

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

1.1 **“Addendum”** has the meaning set forth in Recital W.

1.2 **“Affiliate”** has the meaning set forth in Section 7.10.4.

1.3 **“Agreement”** has the meaning set forth in the Preamble.

1.4 **“Affordable Housing”** means that portion of the Project undertaken for an affordable housing program by Century, or an Affordable Member Partnership, pursuant to the Project Documents, for the development of not less than 220 and up to two hundred and fifty four (254) deed-restricted affordable housing units set aside for 99-years and restricted to qualified residents whose incomes do not exceed 80 percent of AMI (as defined in Section 1.6), including up to one hundred and ninety-eight (198) affordable housing units distributed among four (4) four-story buildings and consisting generally of one, two, and three bedroom units, up to four (4) exempt manager’s units (one in each building), and approximately one hundred and six (106) parking spaces, and up to fifty-three (53) units of affordable senior housing in a single four-story building consisting of one bedroom units, one (1) manager’s unit, and approximately twenty-seven (27) parking spaces. Each building will be constructed pursuant to a Ground Lease, subject to and in accordance with the requirements set forth therein and applicable Entitlements.

1.5 **“Affordable Member Partnership”** means a limited partnership, in which a limited liability company controlled by Century serves as a general partner, each of which would be a party to one or more of the Ground Leases for the Affordable Housing. **“AMI”** means area median income, as adjusted for family size, as defined by the U.S. Department of Housing and Urban Development.

1.7 **“Annual Review”** has the meaning set forth in Section 5.1.

1.8 “Applicable Rules” means the Rules, Regulations, and Official Policies (as defined in Section 1.78) in effect as of the Effective Date of this Agreement, pertaining to the Project to the extent such are not superseded or modified by the Entitlements, a copy of which are attached as Exhibit D.

1.9 “Aquatics Wing” has the meaning set forth in Section 1.8.

1.10 “Assignee” has the meaning set forth in Section 7.10.

1.11 “Assignment” has the meaning set forth in Section 7.10.

1.12 “Assignor” has the meaning set forth in Section 7.10.

1.13 “Athletics Facilities” means the one (1) one-story building with mezzanine with approximately 43,100 square feet of athletics facilities including an approximately 20,600 square foot pool facility wing that includes a 25-yard swimming pool, seating for guests, swimmers and visitors, restrooms, locker rooms, fitness rooms and other facilities (“**Aquatics Wing**”), and an approximately 22,500 square foot gymnasium wing that includes an NBA regulation size basketball court (94 feet by 50 feet), a walk/run track, and bleacher seats (“**Gymnasium Wing**”).

1.14 “Athletics Field” means the approximately 100 yards by 60 yards athletics field with portable bleachers.

1.15 “Board of Supervisors” or “Board” means the Board of Supervisors of the County, which is the “legislative body” of the County as referenced in Section 65867 of the Development Agreement Act.

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

1.17 “California Building Standards Code” means those building, electrical, mechanical, fire and other similar regulations, which are mandated by state law and which become applicable throughout the County, including, but not limited to, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the Building Efficiency Standards (24 Cal. Code Regs. Pt. 6) and the California Fire Code (along with those amendments to the promulgated California codes which reflect local modification to implement requirements justified by local conditions, as allowed by state law, and which are applicable County-wide).

1.18 “Century” has the meaning set forth in Recital C.

1.19 “Collaborative” has the meaning set forth in the Preamble.

1.20 “Community Benefits” means the public and community benefits to be performed and provided by Collaborative and its individual Members or their Assignees in connection with this Agreement as identified in Exhibit A.

1.21 “Compliance Certificate” has the meaning set forth in Section 5.2.

1.22 “Controlling Entity” has the meaning set forth in Section 7.10.4.

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

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

1.25 “Development Agreement Ordinance” means Title 22, Chapter 22.162 of the Los Angeles County Code.

1.26 “Development Schedule” has the meaning set forth in Section 2.3.

1.27 “Director” means the Director of the Department of Regional Planning for the County.

1.28 “Disputes” has the meaning set forth in Section 7.6.

1.29 “District” has the meaning set forth in Recital D.

1.30 “District Property” means (a) that certain real property and improvements located within the Willowbrook TOD Specific Plan Area and the Metro Planning Area in the unincorporated Willowbrook neighborhood of Los Angeles County, California, of which the District is the fee owner, at the property commonly identified as 1667 East 118th Street, further identified as APN Nos. 6149-012-901, 6149-014-900, 6149-014-903, and 6149-014-904, and more fully described and depicted in Exhibit B and (b) that certain real property and improvements located within the Willowbrook TOD Specific Plan Area and the Metro Planning Area in the unincorporated Willowbrook neighborhood of Los Angeles County, California, of which the District is the fee owner, pursuant to a quitclaim deed dated [____], executed by LACDA, located at the 1660 block of East 117th Street, and identified as APN No. 6149-014-906, and more fully described and also depicted in Exhibit B.

1.31 “East 118th Street Pedestrian Promenade” means the approximately 700 linear feet of privately-owned, publicly accessible outdoor open space for pedestrian and bicycle travel in the Street Vacation area of East 118th Street, to provide pedestrian and bicycle travel, a drop-off/turnaround accessible from Compton Avenue along the western portion of East 118th Street to allow for drop-off, pedestrian loading or deliveries, and a second drop-off/turnaround adjacent to the existing Charles R. Drew University surface parking lot on the north and south sides of East 118th Street. The pedestrian promenade also includes landscaped and seating areas adjacent to the proposed buildings on the north and south sides, as well as pedestrian walkways and bicycle lanes. In addition, the pedestrian promenade will have periodic vehicular use for such events as, but not limited to, event set up, such as a weekly farmer’s market, a health fair, and other community events or for University student housing move-in/move-out days. The East 118th Street Pedestrian Promenade will comply with applicable California Building Standards Code requirements and is

more fully described in the Community Benefits attached as Exhibit A and graphically depicted in Exhibit L.

1.32 “Effective Date” is the date on which this Agreement shall be effective in accordance with Section 7.1 hereof.

1.33 “ENA” means that certain Exclusive Negotiation Agreement authorized for execution by the District Board of Trustees on August 11, 2020, and executed on April 7, 2021 by District, LACDA, and Developer as parties, inclusive of that certain Amendment No. 1 dated April 7, 2022, and that certain Amendment No. 2 dated October 4, 2022, and that certain Amendment No. 3, dated January 18, 2024, and that certain Amendment No. 4, dated August 29, 2024, and that certain Amendment No. 5, dated July 30, 2026, and that certain Amendment No. 6, dated April 14, 2026.

1.34 “Enacting Ordinance” has the meaning set forth in Recital X.

1.35 “Enforced Delay” has the meaning set forth in Section 6.4.

1.36 “Entitlements” means the land use approvals and entitlements relating to the Project approved by the Board of Supervisors, which include: (a) Administrative Housing Permit No. RPPL2023004095 to facilitate the provision of Affordable Housing and to request a housing incentive to provide a zero-foot step-back on a four (4)-story building (Building A5) with frontage on Compton Avenue in lieu of a 10-foot step-back on the fourth floor and a housing incentive to allow a 9-foot setback on Compton Avenue for Building A5 in lieu of a 15-foot setback; and a housing incentive to allow a 9-foot setback on Compton Avenue for Building A5 in lieu of a 15-foot setback; (b) Development Agreement No. RPPL2023005669 to set forth the scope and schedule for development of the Project; (c) Conditional Use Permit No. RPPL2023004092 to permit the construction of a 12.8-acre campus expansion of the University for the Wellness and Education Campus; (d) General Plan Amendment No. RPPL2023004093 to amend the Willowbrook TOD Specific Plan and allow up to five stories and 70 feet for the one (1) Faculty/Staff Housing building, three (3) Student Housing and University-Oriented Retail Space buildings, and the one (1) University Supportive Space, Community Space, and Parking building on the Project Site, for height of the Parking Structure, to reduce square footage requirements for unit sizes, and to define the required open space for Student Housing; and (e) Ministerial Site Plan Review No. RPPL2024001835 to permit the Affordable Housing buildings.

1.37 “Estoppel Certificate” has the meaning set forth in Section 5.2.

1.38 “Executive Officer” has the meaning set forth in Section 7.16.

1.39 “Exempt Transfers” has the meaning set forth in Section 7.10.4.

1.40 “Faculty/Staff Housing” means that portion of the Project undertaken by University to develop approximately 55 housing units for University faculty and staff in one 54,750 square foot, 5-story structure.

1.41 “Fees” means Impact Fees, Processing Fees, and any other fees or charges imposed or collected by the County.

1.42 “Final Improvements” means the final Project Site improvements that include development of the Affordable Housing and the Wellness and Education Campus in the separate leasehold areas depicted in Exhibit C.

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

1.44 “General Plan” means the adopted General Plan for the County.

1.45 “Ground Lease(s)” means up to thirteen (13) separate ground leases, which may include (a) up to seven (7) ground leases between the District and the University the development of the Wellness and Education Campus, and (b) up to five (5) ground leases between the District and Century, or the Affordable Member Partnerships, for the development of the Affordable Housing, as preliminarily depicted in Exhibit C attached hereto. Each Ground Lease shall represent a separate and distinct leasehold interest, project ownership, and financing, and each shall be tailored to meet the specific needs and obligations of the portion of the Project that it supports.

1.46 “Gymnasium Wing” has the meaning set forth in Section 1.8.

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

1.48 “LACDA” has the meaning set forth in Recital D.

1.49 “Litigation” means any legal action instituted by any third party challenging any aspect of this Agreement or the Project Approvals. Without limiting the breadth of this provision, “**Litigation**” shall include includes third party claims challenging (1) the adoption, validity or application of any provision of this Agreement, and (2) the County’s compliance with CEQA in adopting the Project Approvals.

1.50 “Maintenance” means all actual and necessary costs of repair, replacement, maintenance and other similar costs pertaining to the areas of the Project Site improved with the Final Improvements.

1.51 “Major Transit Stop” means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major or bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, as defined in Public Resources Code section 21064.3.

1.52 “Members” means, collectively University and Century, which may be through a controlled affiliate, including Affordable Member Partnership. Each is a Member.

1.53 “Ministerial Implementing Approvals” means the ministerial permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions sought or agreed to in writing by the Collaborative, Member, or occupant in or Member. In order to implement, develop, and construct the Project and implement the Mitigation Measures, including, without limitation, building permits, demolition permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals that are required by the County Code, Entitlements to implement the Project, and the Mitigation Measures.

1.54 “MOU” means the Memorandum of Understanding between the District and University regarding joint use of District Property in compliance with the Joint Occupancy Act (Education Code §§ 17515 et seq.).

1.55 “Mitigation Measures” means the mitigation measures described in the FEIR and in the MMRP.

1.56 “MMRP” means the Mitigation Monitoring and Reporting Program for the Willowbrook TOD Specific Plan, which was adopted by the County on September 18, 2018, and which is attached hereto and fully incorporated herein as Exhibit F, Mitigation Monitoring and Reporting Program.

1.57 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other secured party under a security-device or security agreement, and its successors and assigns.

1.58 “Notice of Default” has the meaning set forth in Section 6.1.2.

1.59 “Operating Memoranda” has the meaning set forth in Section 7.9.1.

1.60 “Option Agreement” has the meaning set forth in Recital K.

1.61 “Outdoor Open Space” means the areas of the Wellness and Education Campus (excluding the building footprints, private open space, and Recreational Facilities) which will generally be outdoor open space, landscaped space, and walking paths on the Wellness and Education Campus, that will be available to the public during regular operating hours when not in use by the University for its programs and events, with lighting, security call boxes, and wayfinding signage to encourage a pedestrian-friendly, safe, and open environment and to encourage access to and from the University campus.

1.62 “Parking Structure” means the approximately 637 space, 112-foot tall, 8-story parking structure with rooftop parking, a photovoltaics panel array on the canopy structure, and 11,500 square feet of University-related general storage and office uses for security and facilities staff. The parking may be used by visitors associated with the University and authorized community uses of the Wellness and Education Campus, including the Recreational Facilities.

1.63 “Parties” means collectively Collaborative and the County and any Assignee assigned rights to the Agreement pursuant to Section 7.10.

1.64 “Party” means any one of the Collaborative or the County and any Assignee assigned rights to the Agreement pursuant to Section 7.10.

1.65 “Phase” or “Phases” means each individual developable component of the Project, pursuant to and in accordance with the applicable Ground Lease for the respective portion of the Project.

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

1.67 “Project” means the Final Improvements developed on the Project Site, the Street Vacation area, and the Community Benefits.

1.68 “Project Documents” means the Ground Leases, Option Agreement, LACDA quitclaim deed to District, Entitlements, Street Vacation, Reciprocal Easement Agreement, Sublease, MOU, and Assignments.

1.69 “Project Site” has the meaning set forth in Recital E.

1.70 “Project Site Plan” means the overall site plan for the Project approved by the Entitlements.

1.71 “Property Owner” is the District, and its respective successors, transferees, and assignees pursuant to assignment in compliance with Section 7.10 below.

1.72 “Public Art” means public art as defined in the County’s Public Art in Private Development Requirement.

1.73 “Reciprocal Easement Agreement” means the agreement that may be entered into if necessary between the Members (or their Assignees, including, without limitation, the Affordable Member Partnerships) to make an integrated use of the Project Site and allocate amongst themselves obligations and costs for the maintenance of common areas, and as further described at Section 2.4.

1.74 “Recreational Facilities” means the Athletics Field and Athletics Facilities.

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

1.76 “Reserved Powers” means those rights and authority excepted from this Agreement’s restrictions on the County’s police powers and which are instead expressly reserved to the County as provided in this Agreement. The Reserved Powers consist of the power to enact and implement Rules, Regulations, and Official Policies (defined below) after the Effective Date with respect to the Project that may be in conflict with the Entitlements but: (1) prevent or remedy conditions which the County has found based on substantial evidence to be injurious or detrimental to the public health or safety; (2) are California Building Standards Codes; (3) are necessary (subject to the provisions in the penultimate paragraph of Section 3.2) to comply with state or federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date) or to comply with a court order or judgment of a state or federal court; (4) are agreed to or consented to by Collaborative or its Members; or (5) are County-wide fees or charges of general applicability that are included in a County fee schedule adopted by the Board of Supervisors (provided that such County-wide fees or charges are not fees or charges imposed on or in connection with the impacts of new development in violation of the express limitations provided in Section 3.2.7 of this Agreement), subject to any rights under this Agreement or in law that permit a person to protest or challenge the imposition of such fee or charge.

1.77 “RFP” has the meaning set forth in Recital F.

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

1.79 “Security Plan” means the reasonable security protocols for the Project Site developed and implemented during the course of Project Site development.

1.80 “Specific Plan” or “Willowbrook TOD Specific Plan” means the Willowbrook TOD Specific Plan approved by the County on September 18, 2018, as amended.

1.81 “Street Vacation” means the approximately 700 linear foot street vacation of a portion of 118th Street to accommodate privately owned, publicly accessible open space for pedestrian and bicycle travel for the East 118th Street Pedestrian Promenade, with fire access as may be required by the Fire Department as depicted in Exhibit L.

1.82 “Student Housing and University-Oriented Retail Space” means that portion of the Project undertaken by University to develop approximately 250 apartments/suites in three 5-story structures for student housing, and the approximately 10,270 square feet of University-oriented retail space located within the Student Housing buildings accessible by and available to the public, but tenanted with a focus on catering to specific needs of the University community.

1.83 “Tax Credit Investor” means a tax credit investor in an Affordable Member Partnership and/or tax credit investor in the Wellness and Education Campus.

1.84 “Term” has the meaning set forth in Section 7.2 hereof.

1.85 “Transit Supportive Facilities” means facilities located on the Wellness and Education Campus supporting the use of public transportation.

1.86 “University” has the meaning set forth in Recital C.

1.87 “University Supportive Space, Community Space, and Parking” means the approximately 116,000 square feet of University supportive flexible use space connected to University’s overall mission, which may include space to house healthcare administration, education, classroom, bioscience, medical offices and clinic, social service, and other similar supportive or office facilities and leased on market terms to potential tenants including, but not limited to, University, MLK Hospital, Drew Child Development Corporation, and each of their respective educational and/or healthcare related entities, and 5,000 square feet of University and District joint use space for community use (121,000 square feet total) with approximately 84 parking spaces below grade and/or in the Parking Structure.

1.88 “Wellness and Education Campus” means the Charles R. Drew University MLK/CDU Wellness and Education Campus, that portion of the Project Site undertaken by the University pursuant to the Project Documents to expand the existing CDU campus and facilities, which includes the Student Housing and University-Oriented Retail Space, Faculty/Staff Housing, University Supportive Office Space and Parking, Outdoor Open Space, the East 118th Street Pedestrian Promenade, Recreational Facilities, Parking Structure, and the Transit Supportive Facilities, developed in accordance with the Project Documents.

1.89 “Willowbrook FEIR” means the Willowbrook TOD Specific Plan Final Environmental Impact Report (State Clearinghouse No. 2015101106), approved by the County on August 9, 2017.

1.90 “Willowbrook TOD Specific Plan” has the meaning set forth in Recital I.

1.91 “Zoning Code” means Title 22 of the Los Angeles County Code.

2. OBLIGATIONS OF THE COLLABORATIVE

2.1 Project; Project to Include Community Benefits. The Collaborative seeks to develop in Phases a mixed-use development, consisting of the following major components, which are described in greater detail in the Definitions and in the Entitlements: the Affordable Housing, the Wellness and Education Campus, and an overall Project Site developed with complimentary design and Project Site connectivity, all in accordance with the Entitlements, their conditions of approval and the approved Project Site Plan. Moreover, consistent with the terms of the street vacation, the Collaborative shall be responsible for street surface maintenance and street trees currently in the public right of way that will be transferred following the vacation within the East 118th Street Pedestrian Promenade as a community benefit. Apart from the Willowbrook TOD Specific Plan and the Entitlements, and exclusively for purpose of implementing this Agreement, the Parties agree that in exchange for the rights conferred by this Agreement to the Collaborative, and in consideration of the obligations imposed by this Agreement on the County, those items defined as Community Benefits (and described in Exhibit A) shall also be considered part of the Project.

2.2 Leasehold Boundaries. As a condition precedent to the issuance of the first building permit related to Ministerial Site Plan Review No. RPPL2024001835 for the Affordable Housing, Century and/or its Affordable Member Partnership, shall finalize the affordable housing leasehold boundaries by obtaining a Certificate of Compliance or other instrument deemed sufficient by the Director of Regional Planning or her designee to reflect leasehold boundaries for purposes of building permit issuance, without requiring a formal subdivision, lot line adjustment, or parcel map, to the extent permitted under the Subdivision Map Act and applicable law and amending Exhibit C to this Agreement therewith. As a condition precedent to the issuance of the first building permit related to Conditional Use Permit No. RPPL2023004092, the University shall finalize the Wellness and Campus leasehold boundaries by obtaining a Certificate of Compliance from the Director of Regional Planning or her designee and amending Exhibit C to this Agreement therewith. For the avoidance of doubt, Century and/or its Affordable Member Partnership shall have no obligation to pursue or finalize leasehold boundaries or obtain a Certificate of Compliance unless and until Century exercises its rights under the Option Agreement.

2.3 Overall Development Schedule; Timing of Development. The Collaborative will develop the on-site and off-site infrastructure improvements for the Project as set forth in the Development Schedule as defined below in this Section 2.3. Notwithstanding the Development Schedule, the Parties acknowledge that Collaborative and its Members cannot at this time fully predict when or at what rate the Project Site will be developed. Such decisions depend upon numerous factors that are not within the control of the Collaborative and its Members, such as market orientation and demand, availability of financing, interest rates, absorption, competition and similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of the Collaborative and the County to hereby acknowledge and provide for the right of the Collaborative and its members to develop the Project Site in such order and at such rate and times as they deem appropriate within the exercise of their sole and subjective business judgment. Notwithstanding these uncertainties, in order to preserve its development rights under this Agreement, the Development Schedule commits the Collaborative or its Members to build out the Project Site as follows: (a) the start of construction of one (1) Affordable Housing building within five (5) years of the Effective Date, (b) the start of construction of an additional two (2) Affordable Housing buildings within ten (10) years of the Effective Date; (c) the start of construction of the remaining two (2) Affordable Housing buildings within fifteen (15) years of the Effective Date; (d) start of construction of forty (40) percent of the final Wellness and Education Campus-related uses within ten (10) years of the Effective Date meaning final improvements on forty (40) percent of the total leasehold land area of the Wellness and Education Campus-related Ground Leases; (e) start of construction of fifty-five (55) percent of the final Wellness and Education Campus-related uses within twenty (20) years of the Effective Date on fifty-five (55) percent of the total leasehold land area of the Wellness and Education Campus-related Ground Leases, and (f) submission by the Collaborative to County of an application for the Street Vacation within seven (7) years of the Effective Date and clearance of all conditions to effectuate the Street Vacation within nine (9) years of the Effective Date. Together these aforementioned items (a) through (e) are collectively defined as the "**Development Schedule**." The Development Schedule provides for no more than two individual development areas under construction at any one time and the two individual development areas under construction would not be adjacent or adjoining the same existing offsite residential area. For the

purposes of this Section, construction shall be defined as demolition, grading, building construction, architectural coating, and paving activities. After the Effective Date, the Collaborative or any Member assigned rights under this Agreement may submit a written request to the Director to extend the timing of the Development Schedule. Upon a showing of good cause, the Director has authority to extend the Development Schedule timing for a period up to 365 days, which approval shall not be unreasonably withheld, conditioned, or delayed. A denial by the Director may be appealed to the Board of Supervisors. An extension to the Development Schedule by the Director, or the Board on appeal, shall be reflected in an Operating Memorandum described in Section 7.9.1. A request to extend the Development Schedule for more than 365 days can only be approved by the Board. Absent prior approval to extend the Development Schedule by the Director or the Board, failure to meet the Development Schedule, subject to Enforced Delay, may be considered an event of default subject to the Default Provisions in Section 7 of this Agreement.

2.4 Potential Shared Facilities.

The Parties agree that reciprocal easements or some other form of agreement for potential shared facilities among the Wellness and Education Campus and the Affordable Housing may be needed. A Reciprocal Easement Agreement or some other form of agreement will be provided as necessary for ingress, egress, utilities, and/or any shared facilities to include, as necessary, provisions for cost sharing. A Reciprocal Easement Agreement or some other form of agreement, if required pursuant to this section, shall be recorded prior to the issuance of the first building permit for the Project.

2.5 Project Design

2.5.1 Architectural Design and Consistency. Project buildings shall be designed to foster walkable, livable, and healthy environments that enhance the experience of residents, students, staff, faculty, visitors, the surrounding community, and the broader public. To achieve this goal, building design shall incorporate the following strategies: (1) equally consider all sides of a building through the use of high quality materials, massing, articulation, and scale recognizing and respecting existing and proposed surrounding context; (2) orient primary buildings entrances toward surrounding streets to engage the existing surrounding community, (3) incorporate landscaping features to soften the edge between buildings and surrounding pathways, sidewalks, and other public/private walkways; and (4) design all project buildings in a manner that makes it easy for users to walk and bike to and from project buildings to destinations inside and outside of project boundaries. In addition to the other requirements of this Agreement, each application submitted to the Department of Regional Planning for the review and approval of final building design pursuant to Section 3.3 shall be reviewed by the Director (or designee) for adherence to these strategies.

2.5.2 Project Sustainability Features. Each Project Component shall incorporate sustainable design features as further described in Exhibit E.

2.5.3 Fire Access Lanes. Fire access lanes shall be developed across the project site, consistent with any and all requirements of the Los Angeles County Fire Department. Each project component is required to fully build any and all required fire access lanes to satisfy fire access requirements. Where a fire access lane serving a specific project component is located on

another lease parcel, either in whole or in part, the project component that requires the fire access lane shall develop the entire fire access lane, including the portions on other lease parcels, to ensure adequate access.

2.5.4 Residential Building A5 Common Open Space. The Willowbrook Transit-Oriented District Specific Plan requires residential projects to incorporate 50 square feet of common open space for at least 50% of the proposed units. If not provided within Building A5's lease area, the required common open space for Building A5 may be incorporated into the common open space areas associated with Buildings A1, A2, A3, and/or A4. If this occurs, the Collaborative shall record an access easement allowing residents of Building A5 to have access to the common open space areas of Buildings A1, A2, A3, and/or A4 in perpetuity. The allowed access shall be identical to that of a resident of Building A1, A2, A3, and A4 in accessing their on-site common open space.

2.6 Security. Upon the execution of a Ground Lease for the Wellness and Education Campus the applicable Member shall, at its sole cost and expense, implement the Security Plan for the entirety of the Project Site. The Members may agree to implement a Security Plan that encompasses multiple leaseholds consistent with Ground Lease obligations. During the Option Agreement period for the Affordable Housing, the Collaborative shall reimburse the District, or its designee, for the costs associated with fencing and related security measures, weed abatement and trash removal.

2.7 Maintenance; Final Improvements. Upon the execution of a Ground Lease for the Wellness and Education Campus and/or the Option Agreement, the applicable Member shall, at its sole cost and expense, maintain and operate the respective portion of the Project Site in full compliance with the Entitlements, Ground Lease, Reciprocal Easement Agreement, or other similar agreement if necessary, and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. The Collaborative, or the applicable Member, shall maintain the Project Site in good repair and all structures, walls, and fences open to public view shall remain free of extraneous markings, drawings, or signage that do not directly relate to the activities being operated on the Project Site or that do not provide pertinent information about the Project Site and/or activities thereon.

2.8 Public Benefits.

2.8.1 Community Benefits. The Collaborative, and its Members as Assignees, shall each perform with respect to their respective leasehold interests the Community Benefits identified in Exhibit A to this Agreement.

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

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

2.8.2.1. Comprehensive Planning Goals and Policies. The development of the Project pursuant to the Entitlements and this Agreement will facilitate the implementation of the Willowbrook TOD Specific Plan (a component of the General Plan), a copy of which is attached as Exhibit H, to promote the following planning goals and policies contained within the Willowbrook TOD Specific Plan, including the following:

- (a) Encourage transit oriented development;
- (b) Provide affordable housing opportunities;
- (c) Provide a mix of land uses in the Mixed-Use Zones to accommodate employment, retail, and residential uses, as well as local serving amenities;
- (d) Promote active transportation and reduce vehicle miles traveled;
- (e) Improve the Quality of life for existing residents with improvements to the public realm;
- (f) Promote housing affordability through diversification of housing choices;
- (g) Improve economic vitality and employment opportunities.
- (h) Facilitate the expansion of the CDU campus that is compatible and sensitive to surrounding neighborhoods.
- (i) Provide a variety of housing choices within walking distance of the Willowbrook/Rosa Parks Metro Station.
- (j) Require new development to provide public open space as a community benefit.

2.8.2.2. County Development Objectives. The public benefits to be received as a result of the development of the Project pursuant to this Agreement include the following, which are further detailed in Exhibit A:

- (a) According to the RSG study dated February 23, 2023, development of the Wellness and Education Campus, a vital community asset within the County, is anticipated to provide approximately \$295 million worth of

benefits to the Willowbrook community, including the creation of approximately 5,500 construction and 750 permanent jobs¹;

- (b) Implementation of a well-planned job training and local hiring program to meet the community's goal of employing local and Los Angeles County residents in the construction of the Project, and for permanent jobs at the Wellness and Education Campus with participation from diverse minority, women, and veteran-owned business enterprises, and small businesses;
- (c) Implementation of a Community Workforce Agreement at the Parking Structure as defined by the County's Community Workforce Agreement Policy as of the date of this agreement;
- (d) Construction of no less than 220 and up to 254 deed-restricted Affordable Housing units set aside for 99-years and restricted to qualified residents whose incomes do not exceed 80 percent of the AMI to assist in meeting the affordable housing needs of the County as further described in Exhibit A;
- (e) Development on an art program to provide Public Art as that term is defined in the County's Public Art in Private Development Requirement to satisfy the County's Public Art Requirement;
- (f) Assurance that development of the Project will proceed in accordance with a coordinated master plan which was the result of a comprehensive and coordinated planning process by and among the Parties and the community in which private and public goals, objectives and interests were thoughtfully integrated and resolved in an optimal fashion.

3. OBLIGATIONS OF THE COUNTY

3.1 Entitlement to Develop. The Collaborative and its Members, as Assignees, shall have the vested right during the Term of this Agreement to develop and operate the Project in accordance with, and to the full extent allowed by, this Agreement, the Entitlements, and the Applicable Rules. The Parties acknowledge that future approvals such as the Ministerial Implementing Approvals will be required for development and implementation of the Project. The County shall process, consider, and act on any future application or other approvals needed to build the Project only in accordance with this Agreement, Applicable Rules, and any Future Rules that are made applicable to the Project or Project Site pursuant to Section 3.2, below. The County agrees that it is bound to permit the development and operation of the uses, density and intensity of such uses, the building heights, and the development standards and design guidelines provided for in this Agreement and the Entitlements, so long as this Agreement is in place.

This subsection to be updated once Community Benefits negotiated.

3.1.1 The County shall not require the Collaborative or any of its Members to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Entitlements, the Applicable Rules, and any Future Rules that are made applicable to the Project or Project Site pursuant to Section 4.1, below. All Entitlements and amendments to any Entitlements issued, adopted or approved by the County shall automatically vest for the term of the Agreement on the date such approval is effective with no further action required by the Collaborative.

3.1.2 Notwithstanding the previous paragraph of this Section 3.1, this Agreement does not: (a) grant density, intensity or uses in excess of that otherwise established in the Entitlements and the Applicable Rules; (b) supersede, nullify or amend any condition imposed in the Entitlements; (c) eliminate County discretion with respect to future discretionary actions; (d) guarantee that Parties will receive any profits from the Project; or (e) amend the County's General Plan or Willowbrook TOD Specific Plan beyond the Entitlements. The County retains its authority to modify the Willowbrook TOD Specific Plan and General Plan. Notwithstanding the foregoing, no such amendment or modification shall apply to, impair, delay, reduce, or otherwise adversely affect the development of the Project as approved under the Entitlements, or the vested rights granted to the Collaborative, its Members, successors, or permitted Assignees under this Agreement and Section 3.1. Any such amendments or modifications shall apply only prospectively to other properties or projects and shall not be interpreted or enforced in a manner that diminishes or interferes with the rights, approvals, or development standards applicable to the Project. The Parties understand this Agreement has a fixed Term and is not permanent.

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

3.2.1 Notwithstanding the foregoing, the County shall not be precluded from applying any Future Rules to the Project or Project Site under the following circumstances where, and to the extent that, the Future Rules are: (1) mandated by changes in state or federal laws or regulations adopted after the Effective Date as provided in Government Code Section 65869.5 (but subject to the provisions of the following paragraph); (2) mandated by a court of competent jurisdiction as applicable to the Project or Project Site; (3) necessary to protect the public health and safety and are generally applicable on a Countywide basis; (4) an event of natural disasters as found by the Board of Supervisors such as floods, earthquakes, and similar acts of God which need not be applicable on a Countywide basis; or (5) a Reserved Power. In addition, all specifications,

standards, and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the Project plans are being processed for approval and/or under construction, and the design and construction requirements for an individual action under the Project shall be governed by the California Building Standards Codes then in effect at the time such action is submitted for review and approval, except as otherwise specifically provided for in the Willowbrook TOD Specific Plan.

3.2.2 With respect to item “(1)” above in the preceding paragraph, such Future Rules described in “(1)” shall be implemented by County to minimally comply with such state or federal laws or regulations; provided, however, that this Agreement and the Entitlements shall remain in full force and effect to the extent not inconsistent with such state or federal laws or regulations and to the extent such state or federal laws or regulations do not render such remaining provisions impractical or impossible to enforce. Unless otherwise required by law, as determined in County’s reasonable discretion (but subject to the meet and confer provisions of this paragraph), modifications to this Agreement and to the Project Approvals that may be required to address minimal compliance with state or federal laws or regulations pursuant to this Section 3.2 shall be implemented by the County as “minor” or “administrative” changes in accordance with Sections 3.2.8, 3.2.9 and 7.9.1 of this Agreement, so long as it meets the criteria set forth in County Code § 22.184.030.A. Upon discovery of a Future Rule described in “(1)” above, County shall provide the Collaborative with written notice of the Future Rule, and a written statement of the conflicts thereby raised with the provisions of Applicable Rules or this Agreement. The Parties shall thereafter meet and confer in a good faith attempt to modify this Agreement, as necessary, to minimally comply with such federal or state law or regulation. In implementing this paragraph, preservation of the terms of this Agreement and the rights of Parties as derived from this Agreement shall be the primary goal. If necessary to comply with federal or state law or regulations, County also agrees to process the Collaborative’s proposed changes to the Project that are necessary to comply with such federal or state law or regulations ministerially consistent with the process set forth at County Code § 22.184.030, and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without any further need for any amendment to this Agreement or any of its Exhibits.

3.2.3 This Agreement shall not be construed to prevent County from approving, conditionally approving, or denying any future application for entitlements on the basis of Applicable Rules or Future Rules.

3.2.4 Health and Safety Emergencies. In the event that a public health or safety emergency is declared by the County, State or Federal governments that impacts the Project, the County shall attempt, to the extent reasonably possible as determined by the County in its discretion, to address and resolve such emergency in a way that does not have a material adverse impact on the Project in accordance with the Entitlements and the Applicable Rules; however, if the County determines, in its discretion, that it is not reasonably possible to so address or resolve such health or safety emergency, then the County shall select that option for addressing the emergency which, in the County’s discretion, but in consultation with the Collaborative minimizes, so far as reasonably possible, the impact on the Project in accordance with the Entitlements and the Applicable Rules while still addressing such health or safety emergency in a manner acceptable to the County. The County shall thereafter notify the Member of such manner of addressing the emergency.

3.2.5 Implementing Approvals. The County shall process, consider, and act promptly on any application for Implementing Approvals only in accordance with this Agreement and the Applicable Rules, along with any applicable Future Rules pursuant to Section 3.1, above. The Project has been approved at a master plan level, and the Collaborative shall submit subsequent applications to the Department of Regional Planning for the review and approval of each Project Component. The County shall not require the Collaborative to obtain any additional Entitlements to develop the Project unless required by the Existing Rules or any applicable Future Rules. Any Ministerial Implementing Approvals shall, upon approval by the County, be vested in the same manner as provided by this Section 3.2 of this Agreement.

3.2.6 Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the County, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Project Site or the implementation of the Mitigation Measures applicable to the Project, such ordinance, resolution, or other measure shall not apply to the Project Site or this Agreement, unless such changes are adopted pursuant to Section 3.2.1, above.

3.2.7 Impact Fees. Collaborative or Assignee shall pay all Impact Fees that are in effect at the time an application is submitted for any Ministerial Implementing Approval, inclusive of increases in such fees as are generally applicable in the County, except to the extent the Affordable Housing or Collaborative are eligible for waivers of such fees, provided that such action or approval may lawfully be conditioned on the payment of Impact Fees.

3.2.8 Minor Modifications. The Parties agree that the Director may make minor modifications to the approved Entitlements, pursuant to the modification section of the County Code at Section 22.184.030. The Parties acknowledge and agree that the Director may approve modifications to the approved Project Site Plan, provided that the modifications (a) are consistent with the scope of the Project and the findings made in the County's original approval of the Project Site Plan; (b) comply with all existing conditions of approval for the Entitlements; (c) maintain the required number of vehicle parking spaces; and (d) comply with standards and regulations of the zone, unless specifically modified by the conditions of approval.

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

3.2.10 Processing Fees. Members shall pay all Processing Fees for the Entitlements, except those Processing Fees waived in accordance with Applicable Rules. Processing Fees shall be those in effect at the time an application is submitted for any Entitlement, except as otherwise provided in the Specific Plan.

3.2.11 Development Agreement/Entitlement Inconsistencies. If there is an inconsistency between any Applicable Rules and an Entitlement, then the provisions of the Entitlement shall control and govern the Parties' actions. If there is an inconsistency between any

Applicable Rules, Future Rules, or Entitlement, and this Agreement, then the provisions of this Agreement shall control and govern the Parties' actions.

4. INCORPORATION AND ANNEXATION

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

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

5. ANNUAL REVIEW

5.1 Annual Review. Review of the Collaborative and its Members' good faith compliance with the terms of this Agreement during the period under review shall take place on an annual basis beginning twelve (12) months after the Effective Date of this Agreement and continuing to occur annually thereafter on or shortly following the yearly anniversary of the Effective Date ("**Annual Review**") until termination of the Agreement. The Annual Review shall be conducted in accordance with the Development Agreement Act and the Development Agreement Ordinance, and shall address all items set forth therein as well as specifically demonstrate the Collaborative and its Members' compliance during the period under review with its obligations under Section 2 above, this Agreement as a whole, and the MMRP. Upon written request by the County to the Collaborative, the Collaborative shall submit evidence of its and its Members' compliance with this Agreement and the MMRP during the period under review in a form that the Director may reasonably establish, in writing, and transmitted to the Director no later than sixty (60) days from the Director's commencement of the Annual Review. The Collaborative shall make an initial deposit within sixty (60) days of the Effective Date with the Department of Regional Planning in the amount of \$5,000.00 from which the actual costs and expenses of conducting the Annual Review shall be billed and deducted for the purpose of defraying the costs or expenses involved with the required review for compliance with this Development Agreement. The Department of Regional Planning will provide to the Collaborative, on an annual basis, if requested, an accounting of actual costs and expenses associated with the deposited funds. If, during the course of the life of the Development Agreement, actual costs or expenses incurred reach 80 percent of the amount on deposit, the Collaborative shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000.00. There is no limit to the number of supplemental deposits that may be required during the life of the Development Agreement. At the sole discretion of the Collaborative, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Upon completion of the term of the Development Agreement, any remaining funds will be returned to the Collaborative.

5.2 Certificate of Development Agreement Compliance. If, at the conclusion of an Annual Review, the Collaborative and its Members or Assignees are found to be in good faith compliance with this Agreement, County shall, within 30-days of written request by the Collaborative, issue a Certificate of Development Agreement Compliance ("**Compliance Certificate**") to the Collaborative stating that, after the most recent Annual Review and based

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

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

5.4 Cooperation with Lenders and Investors. The County and District shall cooperate in good faith with the Affordable Member Partnership, or any Assignee under Section 7.10, and their respective lenders and Tax Credit Investors in connection with financing of any Phase of the Project. This cooperation includes, without limitation, the execution of estoppel certificates, certifications, subordination agreements, recognition agreements, consents to collateral assignments, and similar documents customarily required in connection with affordable housing financing transactions, provided that such documents do not materially alter the County’s or District’s substantive rights or obligations under this Agreement. The County and District agree to respond to such requests within fifteen (15) business days of receipt of a written request.

6. DEFAULT PROVISIONS

6.1 General Default Provisions

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

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

6.1.3 Cure Period. The defaulting Party shall provide evidence that it was never, in fact, in default or shall promptly commence to cure the identified default within thirty (30) days of the Notice of Default, unless the Parties extend such time by mutual written consent or except in cases in which a Party's alleged default presents a threat of imminent harm to the public. If the nature of the alleged default is such that it cannot be reasonably cured within such 30-day period, the commencement of the cure within such time period and the diligent pursuit to completion of the cure shall be deemed a cure within such period. During any period of curing, the Party charged shall not be considered in default for purposes of terminating this Agreement, for the purpose of determining compliance pursuant to an Annual Review under Section 5.1, or instituting legal proceedings pursuant to this Agreement. County agrees that any non-defaulting Member or Assignee (or any of their respective Mortgagees or Tax Credit Investors), in such party's sole and absolute discretion and without imposing any obligation, may cure or remedy any default or the other defaulting Member.

6.2 Remedies for Default.

6.2.1 Collaborative Default; County Remedies. If the Collaborative or any of its Members as Assignees remains in default after the cure period, subject to satisfaction of the dispute resolution provisions of Section 7.6 of this Agreement, the County shall have all rights and remedies provided by this Agreement, including, without limitation, the right to terminate or modify this Agreement, as it pertains to the defaulting Party, subject to the provisions set forth in Section 6.3 below Termination or Cancellation of Agreement. If the Director finds and determines that a Party remains in default after the cure period, subject to satisfaction of the dispute resolution provisions of Section 7.6 of this Agreement, and if the County intends to terminate or modify this Agreement, the Director shall notify the Regional Planning Commission that the Agreement is being violated, and a public hearing shall be scheduled before the Regional Planning Commission in accordance with the provisions of the Development Agreement Ordinance (County Code Sections 22.162.120, 22.162.130.A, and 22.162.130.B). If after such public hearing, the Regional Planning Commission finds that the Party is in violation of this Agreement, the Regional Planning Commission shall notify the Board of Supervisors of its findings and recommend such action as it deems appropriate. If the Regional Planning Commission reports a violation of the Development Agreement to the Board of Supervisors pursuant to this Section 6.2.1, the Board of Supervisors may take one of the following actions: (a) approve the recommendation of the Regional Planning Commission instructing that action be taken as indicated therein in cases other than a recommendation to terminate or modify the Agreement; (b) refer the matter back to the Regional Planning Commission for further proceedings with or without instructions; or (c) schedule the matter for hearing before the Board of Supervisors if termination or modification of the Agreement is recommended. Procedures for such hearing before the Board of Supervisors shall be the same as provided in Section 22.162.110 of the Development Agreement Ordinance. There shall be no termination or modifications of this Agreement unless the Board of Supervisors acts pursuant to the provisions set forth in the Development Agreement Act (Government Code Sections 65865.1) and the Development Agreement Ordinance. Pursuant to Section 65865.1 of the Development Agreement Act, if, as a result of the Annual Review, the County determines, on the basis of substantial evidence, that a Party has not complied in good faith with terms or conditions of this Agreement, the County may terminate or modify the Agreement; provided, however, that if the Party does not agree to the modification, the County's only remedy shall be to terminate the Agreement, but only as to such Party. Further, if the County seeks to terminate or modify the

Agreement for any other reason, such action shall be subject to the requirements of Government Code Section 65868, including the requirement for the mutual consent of the Parties. Notwithstanding a University default for failure to commence development of the Wellness and Education Campus in accordance with the Development Schedule and potential termination of its rights under the DA, such default will not be grounds for termination of the Option.

6.2.2 County Default; Collaborative Remedies. If the County remains in default after the cure period, and subject to satisfaction of the dispute resolution provisions of Section 7.6 of this Agreement, the Collaborative shall have all rights and remedies provided by this Agreement. The Collaborative has the right to initiate amendment or cancellation of this Agreement subject to the provisions set forth in the Development Agreement Act and Development Agreement Ordinance, which include, but are not limited to, the requirement for mutual consent of the Parties to the amendment or cancellation. In the event County materially defaults under the terms of this Agreement, County agrees that the Collaborative shall not be obligated to proceed with or complete any Phase of the Project materially and directly affected by the default, nor shall resulting delays in the Collaborative's or its individual Members' performance constitute grounds for modification or termination of this Agreement.

6.2.3 No Monetary Damages. The Parties acknowledge that neither the County nor the Collaborative would have entered into this Agreement if such Party were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties agree that the Parties shall not be liable for monetary damages (including but not limited to any consequential, special, or punitive damages) and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. Limitations on Default. Notwithstanding any provision in this Agreement to the contrary, after assignment of development rights and obligations to a Member or its successor for development of a particular Ground Lease area, default by such Member shall be attributable to it only and no other Party. For the avoidance of doubt, each Ground Lease and assigned portion of the Project (including, without limitation, the Wellness Campus, Education Campus, and any Affordable Housing Parcels) shall operate independently with respect to default and enforcement under this Agreement. A default by one Member or its affiliate shall not constitute a default by any other Member, nor shall it impair the rights of other Member to continue development or obtain approvals for their respective portions of the Project. The County retains the right to terminate this Agreement with respect to any Member that is in default of its obligations under this Agreement.

6.3 Termination or Cancellation of the Agreement. In addition to the procedures set forth in Section 6.2, this Agreement is also subject to the following termination provisions:

6.3.1 Termination Upon Expiration of Term. This Agreement shall terminate upon expiration of the Term set forth in Section 7.2. Upon termination of this Agreement, a notice of such termination in a form satisfactory to the County shall be duly recorded by the County in the Los Angeles County Official Records.

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

6.4 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where a delay or failure to perform are due to any cause that is not the fault, or beyond the reasonable control, of such Party, including to the extent applicable, the following: war, insurrection, strikes, walkouts, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of public enemy, epidemics, quarantines, restrictions, freight embargos, lack of transportation, governmental restrictions or priority, unusually severe weather, acts of the other Parties, third-party litigation, restrictions imposed or mandated by governmental entities other than the County, enactment of conflicting state or federal laws or regulations, judicial decisions, or any other causes beyond the reasonable control or without the fault of the Party to be excused, and the cause of the enforced delay actually prevents or unreasonably interferes with such Party's ability to comply with this Agreement ("**Enforced Delay**"); provided, however, that the Parties agree that a delay that results solely from unforeseen economic circumstances shall not constitute an Enforced Delay for purposes of this Section 6.4. This Section 6.4 shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of the Collaborative or any of its individual Members, or by any third parties against the Collaborative or any of its individual Members if such third-party proceedings are not dismissed within ninety (90) days. If written notice of an Enforced Delay is given to either Party within forty-five (45) days of the commencement of such Enforced Delay, an extension of time for such cause will be granted in writing for the period of the Enforced Delay, or longer as may be mutually agreed upon. Litigation, as defined in Section 1.49, shall be deemed to create an Enforced Delay under this Section 6.4 only as to the Collaborative and any of its individual Members.

7. GENERAL PROVISIONS

7.1 Effective Date. The Effective Date of this Agreement shall be the date on which the Agreement is fully executed or, if litigation ensues, the date of the final adjudication upholding the Agreement.

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

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

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

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

7.6 Dispute Resolution. In addition to, and not by way of limitation of, all other remedies available to the Parties under the terms of this Agreement, the Parties shall first use the dispute resolution process in this Section 7.6 to resolve disputes related to the interpretation or enforcement of, or compliance with, the provision of this Agreement (“**Disputes**”) prior to seeking any other remedy; provided that with respect to injunctive or other equitable relief for which a defense of timeliness to prosecute could be asserted, the Parties agree the parties agree to meet and confer with the Director, Director of Economic Opportunity and the Member with whom the dispute lies.

7.6.1 Informal Dispute Resolution. If any Party believes that a dispute exists in connection with whether another Party has breached or otherwise failed to perform an obligation required by this Agreement, then the aggrieved Party shall first attempt to promptly resolve the dispute through informal communications with the other Party’s designated points of contact. If such efforts fail, the aggrieved Party shall promptly provide the other Party with written notice of the dispute and allow the other Party thirty (30) days to cure the dispute. Each party shall bear its own costs and expenses in connection with the use of informal dispute resolution.

7.7 Legal Action. Subject to the limitations on remedies imposed by this Agreement, either Party may, in addition to any other rights or remedies, institute legal action in any court with the venue to be in Los Angeles, to cure, correct, or remedy any default, enforce any covenant or agreement herein, or enjoin any threatened or attempted violation. In the event of any legal action between County and a Member or Collaborative seeking enforcement of any of the terms and conditions of this Agreement, the prevailing Party in such action shall be awarded, in addition to such relief to which the Party is entitled under this Agreement, at law or in equity, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys’ fees. There shall be no liability to the Collaborative or its Members if the Project fails to occur.

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

7.9 Amendment. This Agreement may be amended by mutual consent in writing of the Parties to this Agreement in accordance with the provisions of the Development Agreement Act (Government Code Section 65868) and the Development Agreement Ordinance. Any amendment

to this Agreement that relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements or any conditions or covenants relating to the use of the Project Site, which are not provided for under the Entitlements, shall require notice and public hearing before the Parties may execute an amendment thereto.

7.9.1 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation and flexibility between the County and the Collaborative and its individual Members. The development of the Project Site may demonstrate that clarifications or modifications to this Agreement, the Applicable Rules and Future Rules are appropriate with respect to the details of performance of the County and the Collaborative and its individual Members. To the extent allowed by law, the Collaborative and its individual Members retain flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Collaborative and/or any of its individual Members finds it necessary or appropriate to make changes, adjustments or clarifications to matters, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (“**Operating Memoranda**”) approved by the Parties in writing with reference to this Section 7.9.1 substantially in the form attached as Exhibit K. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notice and hearings shall not be required. An Operating Memorandum may be used and thus deemed non-substantive and/or procedural if it does not result in material change in Fees, cost, an increase in the density or intensity of use, permitted uses, an increase in maximum height and size of buildings, a decrease in the amount of land to be dedicated for public purposes (including without limitation Community Benefits), or the reduction of improvement or construction standards and specifications for the Project. County Counsel shall be authorized, upon consultation with and approval of the Collaborative and its individual Members to determine whether a requested clarification may be effectuated pursuant to this Section 7.9.1 or whether the requested clarification is of such a character to constitute an amendment to this Agreement which requires compliance with the provisions of Section 7.9. The Planning Director of the County is authorized to make clarifications, in consultation with County Counsel, on behalf of the County.

7.10 Assignment. The Parties acknowledge that each Member of the Collaborative will be responsible to cause development of individual program components of the overall Project Site pursuant to and in accordance with the terms and conditions set forth in the Ground Leases. The Collaborative or any Member (an “**Assignor**”) shall have the right to sell, encumber, convey, assign, or otherwise transfer, partially or wholly, directly or indirectly, its rights, interests, and obligations contained in this Agreement (an “**Assignment**”) to any Member or their successors (each, an “**Assignee**”) at any time during the Term of this Agreement; provided, however, that except with respect to Exempt Transfers set forth in Section 7.10.4, such Assignor shall first obtain the written consent of the County. Such consent shall not be unreasonably delayed, withheld or conditioned and must be granted upon demonstration by the Assignor, to the reasonable satisfaction of the Chief Executive Officer of the County, that the Assignee (or any guarantor or surety of the Assignee’s performance that may reasonably be required by the County to ensure that any transferred obligations can be performed) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the portion of the Project affected by such Assignment, and, further, that the proposed Assignee (or any guarantor or surety of the Assignee) has adequate experience with developments of comparable scope and complexity and has

successfully completed such developments. Upon any such Assignment, the Assignee shall expressly and unconditionally assume all obligations of Assignor under this Agreement, and shall be liable for the performance thereof after the date of the Assignment, solely with respect to the portion of the Project Site so transferred and, provided Assignee has expressly agreed to assume all such obligations and liabilities, the Assignor shall be relieved of its legal duty with respect to such assigned obligations and liabilities. To the extent necessary to ensure obligations related to long term operational needs that may be common across all Wellness and Education Campus and Affordable Housing leaseholds and developments, the Members or their Assignees may participate in a new long-term Reciprocal Easement Agreement or other similar agreement to accomplish these objectives. Any request for County consent to an Assignment shall be in writing and accompanied by certified financial statements (or other financial documentation reasonably acceptable to the County) of the proposed Assignee and any additional information concerning the identity, financial condition and experience of the Assignee as the County may reasonably request; provided, that, any such request for additional information by the County shall be made, if at all, within twenty-one (21) days after County's receipt of the request for approval of the proposed Assignment. If County wishes to not give its consent to the requested Assignment, then County shall set forth in writing and in reasonable detail the grounds for such disapproval. If the County fails to provide consent or otherwise disapprove of a proposed Assignment within thirty (30) days after written request for such consent is given in the manner set forth in Section 7.15 and delivery of any required and requested additional information described above, such proposed Assignment shall be deemed to be consented to by County. Any attempted Assignment in violation of this provision shall be void *ab initio*, and shall constitute a breach of this Agreement. All Assignees that wish to engage in further Assignment shall also be bound by the terms of this Section 7.10 and each successive Assignment of the rights hereunder shall also be subject to the requirements of this Section 7.10. Upon a valid Assignment under this Section 7.10, the Assignee shall be entitled to enforce the rights and vested entitlements granted herein. All rights properly assigned under this Agreement pursuant to this Section 7.10 shall be deemed vested with the Assignee, and shall continue to apply for so long as the Assignee owns or leases the applicable parcel, regardless of the expiration or termination of this Agreement.

7.10.1 Assignment and Assumption Agreement. Any Assignment pursuant to Section 7.10 shall be evidenced by a written assignment and assumption agreement (an “**Assignment Agreement**”) executed by Assignor and Assignee and recorded in the Los Angeles County Official Records. A copy of the executed Assignment Agreement shall be provided to the County.

7.10.2 County Consent – Delegation to Chief Executive Officer. Any consent required of the County under this Section 7.10 may be provided by the Chief Executive Officer and the Chief Executive Officer is hereby delegated the authority to provide such consent; provided that nothing herein shall require the Chief Executive Officer to make material changes to the Agreement or act prior to submission of such matter to the Board of Supervisors if the Chief Executive Officer considers that review necessary or helpful in the Chief Executive Officer's sole discretion. Any such submission of the Chief Executive Officer to the Board of Supervisors shall not extend the thirty (30) day period to disapprove the Assignment set forth in this Section 7.10.

7.10.3 Obligations Not Transferred Absent Assignment; Meet and Confer for Obligations Assigned. Unless otherwise transferred to an Assignee pursuant to an Assignment, all

obligations in this Agreement (including without limitation the obligations to provide Community Benefits) shall remain obligations of the Collaborative. Upon the request of any Party, the Parties shall expeditiously meet and confer in a reasonable effort to determine and reach resolution on whether a particular obligation under this Agreement that is proposed to be transferred to an Assignee should be treated as non-severable (i.e., not transferable by Assignment).

7.10.4 Exempt Transfers. Notwithstanding the foregoing or anything to the contrary in this Agreement, Assignor shall provide County with prior written notice (and a complete disclosure of the identity of the assignee or transferee), but County consent shall not be required for (1) the assignment, transfer or conveyance by either the Collaborative or any Member of such Parties rights, title, and interest in and to this Agreement to an Affiliate of any Member, including without limitation an Affordable Member Partnership, (2) the transfer of a Member's (or the Controlling Entity's [defined below]) shares, partnership interests, or other equity interests sold in the over-the-counter market or on other recognized stock exchange, or (3) a transfer creating a security financing interest, or any transfer or sale pursuant to such a security instrument, or (4) any grant of easements or permits to facilitate the development of the Project (collectively, "**Exempt Transfers**"). As used in this Section 7.10, the term "**Affiliate**" means any entity controlling ("**Controlling Entity**"), controlled by or under common control or management of, or with, a Member, or any entity which a Member or a Member's Controlling Entity, directly or indirectly, through one or more intermediaries, is a partner, shareholder, member, beneficiary or otherwise an owner. Exempt Transfers shall be evidenced by an Assignment Agreement and/or other written instrument, as applicable, a copy of which shall be provided to the County within forty-five (45) days of such transfer.

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

7.12 Cooperation and Implementation.

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

7.12.2 Other Governmental Permits. The Collaborative or Assignee shall, subject to the exercise of sole business judgement and taking into account market and economic considerations, process such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The County shall cooperate with the Collaborative or Assignee in its endeavors to obtain such permits and approvals and shall, from time to time at the request of the Collaborative, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such

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

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

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

7.14 Hold Harmless. The Collaborative shall defend, indemnify, and hold harmless the County, its elected and appointed officers, employees, and agents, from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul any approvals associated with the Project, including but not limited to, any action raised pursuant to the Government Code, the California Environmental Quality Act (CEQA), the Public Records Act related to document requests associated with the Project, or other federal, state, or local law. The County may, at its sole discretion, participate at its own expense in the defense of

such actions. The County shall promptly notify Collaborative of any claim, action, or proceeding and the County shall reasonably cooperate in the defense.

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

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

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

7.15 Notices. All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular Business Day, or on the following Business Day if received at any other time. All addresses of the Parties for receipt of any notice to be given pursuant to this Agreement are designated below. Either Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, provide additional persons or addresses or designate any other person or address in substitution of the person or address to whom or to which such notice or communication shall be given.

If to the County:

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

with copies to:

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

County Counsel
Attention: Kathy Park
Office of the County Counsel
County of Los Angeles

500 West Temple Street, 6th Floor
Los Angeles, CA 90012

Director of Economic Opportunity
Attention: Kelly LoBianco
510 S. Vermont Avenue, 11th Floor
Los Angeles, CA 90020

County Executive Office
Attention: Joyce Chang
555 West Fifth Street, 36th Floor
Los Angeles, CA 90013

If to Collaborative:

Carl A. McLaney, MPA
Vice President of Administration and
Infrastructure
Charles R. Drew University of Medicine and
Science
1731 E. 120th Street
Los Angeles, CA 90059

Latham & Watkins LLP
355 S. Grand Avenue, Suite 100
Los Angeles, CA 90071
Attn: Kim Boras

Century Affordable Development, Inc.
1000 Corporate Points
Culver City, CA 90230
Attention: President

With copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 West 5th St, Suite 5880
Los Angeles, CA 90071
Attn: Nicole Deddens, Esq.

If to the District:

501 S. Santa Fe Avenue
Compton, CA 90220
Attention: Darin Brawley, Ed.D
Superintendent of the District

With a copy to:

Orbach Huff Suarez & Henderson LLP
1901 Avenue of the Stars, Suite 575
Los Angeles, California 90067
Attn: Sarine A. Abrahamian, Esq.

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

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

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

7.19 Severability. If any term, provision, condition, or covenant of this Agreement, other than those set forth in Sections 2.1 and 3 above and in Exhibit A to this Agreement, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, conditions, and covenants of this Agreement shall continue in full force and effect.

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

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

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

7.23 Entire Agreement. This Agreement, inclusive of the preamble paragraph, Recitals, and Exhibits, constitutes the entire understanding and agreement between the Parties, and supersedes all other agreements, oral or written, with respect to the subject matter herein. This Agreement may not be amended except in writing signed by all of the Parties.

7.24 Construction of Agreement. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement and the attached Exhibits shall be construed as a whole according to their fair and common meaning, in a manner that shall achieve the purposes of this Agreement, and not strictly for or against any Party

based upon any attribution to such Party as the source of the language in question. Phrases used in this Agreement may have similar meanings even if there is a slight deviation in the context or exact language used. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

7.25 Discretion to Encumber; Mortgagee Protection.

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

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

7.25.3 If County timely received a request from a Mortgagee or Tax Credit Investor, as applicable, requesting a copy of a notice of default given to the Collaborative under the terms of this Agreement, County shall provide a copy of that notice to the Mortgagee or Tax Credit Investor within ten (10) days of sending the notice of default to the Collaborative. The Mortgagee or Tax Credit Investor, as applicable, shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such Party under this Agreement.

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

7.27 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Agreement by facsimile or email, or electronic signature, shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the parties after signed counterparts have been exchanged among the Parties.

[signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

COUNTY OF LOS ANGELES,
a body, corporate and politic

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Name: _____
Title: _____

[signatures continued on next page]

COLLABORATIVE:

**CHARLES R. DREW UNIVERSITY
OF MEDICINE AND SCIENCE,**
a California nonprofit public corporation,

By: _____
Name: _____
Title: _____

**CENTURY AFFORDABLE DEVELOPMENT,
INC.**
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

EXHIBIT “A”

Community Benefits²

Overview

In addition to performing any other obligations imposed by the Entitlements or elsewhere in this Agreement, and solely and exclusively in consideration for the County’s entering into this Agreement, the Collaborative shall perform the Community Benefits contained in this Exhibit A, which benefits are agreed to by the Collaborative in exchange for the County’s performance of its obligations in this Agreement including, without limitation, the County’s assurances that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules and the Entitlements. Community Benefits do not include items otherwise required by the Entitlements as conditions of the Project; however, some of the items identified below are not exclusively Community Benefits (i.e. requirements that are provided with enhanced features).

Background

The Project will extend Charles Drew University’s (University) mission by creating a mid-size residential college campus (with 2,000 to 4,000 students). With the new amenities developed as part of the Health and Wellness Campus, the University will be able to attract and accommodate a significantly greater number of students, community members and organizations in the expanded campus facilities within the University Wellness and Education Campus site. This will enable the University to train and graduate significantly more health professional leaders committed to social justice and health equity through outstanding education, research, clinical service, and community engagement. The University’s graduates will be trained to provide culturally competent healthcare for families and residents in underserved communities, with the goal of increasing the supply of medical professionals in South Los Angeles and throughout Los Angeles County.

Community Benefits

1. Expansion of Science Academy Pipeline Programs and Learning Opportunities

Growth of the University through the Campus development will have a profound positive effect on the Willowbrook and SPA 6 communities through an expansion of educational pipeline programs for youth (K-12). The University’s educational Science Academy Pipeline Programs (Pipeline Programs) include Saturday Science Academy II, Public Health Professions Pathways Program, Pathways to Health Careers, CDU Med Simulations, CDU Community STEMM Labs, Los Angeles Pediatric Society, CDU 3-Year Bachelor’s Program, and the Junior White Coat Program (University educational pipeline programs). These educational pipeline programs provide students with deep foundational educational opportunities in math, science, research, experiential learning about medicine and science, and pathways to careers in health professions. In partnerships with strategic institutions, and by providing a new state-of-the-art learning space focused on math,

² Capitalized terms in this Exhibit A shall have the same meanings as defined in the Development Agreement unless otherwise provided.

science, medicine, research, experiential and machine learning lab space, as described in Section [4.3.1], and well space on the Athletic Fields for outdoor programming and activities for K-through-12 students which are designed to catalyze student interest in the fields of medicine, science, and research. The University will utilize the Campus to significantly expand educational learning opportunities to more youth in the South Los Angeles region.

2. No-Cost Programming and Events.

2.1 Saturday Science Academy. The University will offer no cost participation in the Saturday Science Academy II program for students that reside within a quarter mile radius of the Wellness and Education Campus project, subject to prequalification criteria.

2.2 Events. The University shall facilitate events of public and community benefit as outlined below in Section 4. These events shall take place between 8AM – 10PM. Any event planned to accommodate in excess of 750 people will be subject to a Special Events Permit issued by the Department of Regional Planning.

3. Increasing the Supply of Housing for Low-Income Households, Student, Faculty and Workforce

3.1 General Affordable Housing. The project will deliver no less than 220, and up to 254 affordable housing units, encompassing 1-bedroom, 2-bedroom, and 3-bedroom configurations for the term of the ground lease. These homes will be available to the general public and will cater to a diverse range of residents, including families, small households, seniors, and individuals earning up to 80% of the Area Median Income (AMI).

3.2 Creation of Housing for Students, Workforce and Faculty. The development of up to four housing buildings will provide a minimum of 70 and up to 305 units of housing offered to students, faculty and workforce on the Campus, which will support the increased supply of housing for students in the community, creating a convenient solution for students, producing a positive local economic impact and promoting environmental stewardship. Approximately 67% of the University's undergraduate students receive Pell Grants, which is more than twice the national average of approximately 30%. Student family income eligibility to receive Pell Grants is capped at \$45K, with the majority of awards being granted to students that have family income below \$20K. Moreover, based on FAFSA (Free Application for Federal Student Aid) data, approximately 50% of the University's graduate students are first generation college students. Creation of student, faculty and workforce housing will generate more purchasing power within the local community – with discretionary income of the residents used to purchase goods and services in local restaurants, shops, and for other local services. Economic research shows that nearly 70% of the positive economic impact that universities have on local economies are derived from students. On-campus housing will reduce the number of vehicle miles traveled to get to and from the University, thereby reducing the number of greenhouse gas emissions and improving air quality. It will also create more pedestrian activity that will promote safety and enhance the vibrancy of the surrounding community.

4. Privately Maintained Publicly Accessible Campus Facilities

4.1 Open Space and Walking Path. The Project will develop a total of approximately 221,548 sf (5.08 acres) of on-site open space. Of this amount, 53,678 sf 1.23 acres is required by the Willowbrook Transit Oriented District Specific Plan and is provided in the form of common and private opens space, including courtyards, passive recreation areas, and other features. An additional (approximately 167,850 square feet (3.85 acres) of non-required open space paths will be provided). This additional open space includes walking paths and landscaping accessible to local residents as well as the athletic field. The green space includes a variety of shade trees throughout the project site that number approximately 307 which reduces the heat island effect. The campus landscape includes a community accessible quarter-mile walking loop which is nestled among green spaces, lawns, trees, and landscape designed to create a serene walkable space that provides for calmness and peace which ultimately will affect the mental and physical well-being of students and community. Community access to walkable spaces will be during daylight hours. The space will feature design treatments to promote safety for both residents and members of the public, including a remotely monitored security camera system, emergency call box, and ample ground level lighting.

4.2 Public Access to Athletics Field and Facilities.

The Athletics Facilities are anticipated to include a basketball court, a swimming pool, an inside track, and an exercise room. The proposed Athletics Field would be used primarily as a soccer field but will also serve as a multi-purpose and functional space for other recreational, inter- and intra-mural sport uses, and other University and community-based events. The areas surrounding the athletic field may include garden spaces and walking paths, along with gathering and viewing areas.

4.2.1 Design Intent of Athletic Spaces. The Parking Structure and Athletics Facilities are designed and situated to help shield the inner campus from freeway noise and its influence on the quality of outdoor spaces. The Athletic Spaces were intentionally selected to make available impactful activities that contribute to the wellbeing and health of students and community members. The indoor swimming pool is especially important, given that according to the Centers for Disease Control and Prevention, Latino and Black populations experience a disproportionately higher rate of drowning deaths, respectively 1.5 times and 1.6 times higher than the White population. The ability for the public to access swimming lessons seeks to make a meaningful impact on this disparity.

4.2.2 Community Access. The University will provide community access to the Athletics Facilities and Athletics Field, which will include partnering with various private and public community focused organizations (i.e. senior support organizations, youth sports entities, high schools, soccer clubs, youth play equity focused entities, etc.). The University will have use agreements with local community-based organizations to allow use of the field, with a focus on K-12 youth, which could include local sports leagues, and K-12 schools. The community use of the Athletic Field will typically occur after school hours and during weekends when the field is not being used by the University. The use of the Athletic Field and Facilities by the public and/or outside organizations would generally be offered during the evening hours (6:00 pm – 11:00 pm) and on weekends. The University will develop a program to allocate time for the use of the

facilities within the Athletic Building and the Athletic field by community organizations and members of the public. This use may be managed through a rental or reservation system, or other appropriate use agreements.

4.2.3 Community Accessible Programming. The Athletics Field will be used for occasional entertainment events open to the community. One such event is Jazz at Drew (an annual weekend concert event currently held in September or October each year), which engages the local community and raises funds to support scholarships, student support services, and University pipeline programs. When fully operational, community programming shall be for no less than 12 events per year.

4.3 Campus Buildings.

4.3.1 State of the Art Educational Space. The University will retain five thousand square feet within the office building to house the University's Pipeline Programs Lab Space, which will be equipped for educational programming focused on math, science, medicine, research, and experiential and machine learning. The University's educational Pipeline Programs will operate in the space during weekdays and weekends, focused on engaging K-12 students from various partnering high schools, and other youth-oriented organizations.

4.3.2 Access to Meeting Space for Local Community Organizations and Stakeholders. The Campus will include facilities that are available to the community in several buildings. The University will allow community groups to use the spaces for gatherings, meetings, classes, and other activities through a reservation system when the spaces are not in use by the University. Use by outside organizations may also take place during the normal business hours of the university (6:00 am-11:00 pm, seven days a week).

4.3.3 Retail. The Café and Bookstore will be open and available to both students and the broader public providing additional retail opportunities for the surrounding community.

4.4 Pedestrian Promenade. Within seven (7) years from the effective date of the Agreement, the University shall submit a street vacation application for approximately 700 linear feet of East 118th street to be vacated and constructed into a privately-owned (maintained by the Collaborative), publicly accessible Pedestrian Promenade to serve as outdoor open space. The University will work with the County to expedite the approval of the street vacation and the clearance of conditions within nine (9) years of the effective date of the Agreement. Uses of the Pedestrian Promenade include pedestrian and bicycle travel and vehicular drop-off/turnarounds accessible from Compton Avenue along the western end of East 118th Street and adjacent to the existing Charles R. Drew University surface parking lot on the north and south sides of East 118th Street.

4.4.1 Design Features to be Maintained by the Collaborative. The Pedestrian Promenade will include landscaping and seating areas on its north and south sides as well as pedestrian walkways and bicycle lanes throughout.

4.4.2 Publicly Accessible Programs in the Promenade. Publicly accessible programming is anticipated to include: 1) Mobile Health Outreach that provides free health screenings, vaccinations, and other health services; 2) Medical wellness checks; 3) health and

wellness information sessions (i.e., health, exercise and diet; health disparity research findings; navigating the healthcare system; maternal health strategies; etc.); 4) community empowerment events (i.e., hosting education fairs, job fairs, hosting of the empowerment conference; etc.); 5) community gathering events (i.e., hosting community cultural events); and 6) farmers markets. Publicly accessible programming shall be no less than 12 events per year.

5. Public Art. The Collaborative will integrate public art into the building design in significant and prominent spaces. These spaces will foster a sense of place for residents and neighbors alike and will support the wellness campus mission. The Collaborative will collaborate with local stakeholders and arts-based organizations to identify local artists and determine thematic elements for each art treatment to ensure these installations reflect the surrounding community and culture. No less than 2 physical installations will be installed.

6. Public Safety

6.1 Traffic Safety Improvement. No later than the issuance of a certificate of occupancy for the parking structure, the Project will provide funding for a Rectangular Rapid Flashing Beacon (RRFB) to be installed by the County at the intersection of Compton Avenue and 117th Street. An RRFB generally consists of two rectangular-shaped yellow indications, each with a light-emitting diode (LED)-array-based light source. RRFBs flash with an alternating high frequency when activated by pedestrians to enhance visibility of pedestrians crossing the street at that location.

7. Project Delivery

7.1 Local and Targeted Worker Hiring Program. The Collaborative will use the Los Angeles County Local Hire and Disadvantaged Workers program for the project. The aim of this program is to hire local workers who live within a five-mile radius of the site and where the median annual income is near the poverty line. The implementation of this program requires that 30% of the total construction hours are worked by those residing within Los Angeles County. This policy is described in Attachment 1..

7.2 Apprenticeship Programs. The Collaborative will do outreach to community and regional apprenticeship programs including, but not limited to, the Watts Labor Action Committee and LA Trade Tech to encourage local participation in construction activities.

7.3 Underrepresented Businesses Participation. Outreach will be made to identify architects, consultants, engineers, contractors, subcontractors and vendors that represent underrepresented and local businesses. The University will research and reach out to local viable businesses and request proposals from them. The Collaborative has set a 20% goal for inclusion of underrepresented businesses.

7.4 Community Workforce Agreement. The University will enter into Community Workforce Agreement for the Parking Structure portion of the project, as defined by the County's Community Workforce Agreement Policy as constituted on the Effective Date of this Agreement.

ATTACHMENT 1

LOS ANGELES COUNTY LOCAL AND TARGETED WORKER HIRING PROGRAM

All contractors providing services under the project agreements and/or contracts are to comply with the Los Angeles County Local and Targeted Worker Hiring Program (LTWHP) requirements and hiring goals. The project(s) will have a hiring goal of at least 30 percent of California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents. California Construction Labor Hours are defined as all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff or vendors.

A. POLICY REQUIREMENT FOR LOCAL RESIDENCY AREA FOR TIER 1 AND 2

1. A Tier 1 Qualified Local Resident is defined as a Los Angeles County resident whose primary residency is: (1) within five (5) miles of the project site; and (2) is within a qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as a Tier 1 Zip Code, and workers living in that entire Zip Code area may qualify as Tier 1.
2. A Tier 2 Qualified Local Resident is defined as a Los Angeles County resident whose primary residency is: (1) within a qualifying Zip Code, and (2) that qualifying Zip Code is beyond five (5) miles of the proposed project site.
3. A qualifying Zip Code is defined as a Zip Code within the Los Angeles County of Los Angeles, where either: (1) the average percentage of households living below 200% of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30% of the population is living in poverty, and with an unemployment rate of at least 150% of the national average.

B. POLICY REQUIREMENT FOR TARGETED WORKERS ELIGIBILITY

A Targeted Worker is an individual who is both a Los Angeles County resident and who faces one or more of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level;
2. Has no high school diploma or GED;
3. Has a history of involvement with the criminal justice system;
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least six months);
5. Is a current recipient of government cash or food assistance benefits;

6. Is homeless or has been homeless within the last year;
7. Is a custodial single parent;
8. Is a former foster youth;
9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215(a));
10. Is an eligible migrant and seasonal farmworker;
11. Is currently an English language learner;
12. Is an older individual (55+);
13. Is disabled;
14. Is an individual with a low level of literacy; or
15. MC3 program graduates.

EXHIBIT B

DISTRICT PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 37, INCLUSIVE, IN BLOCK 7 OF TRACT NO. 5018, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGE 21 OF MAPS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 27 CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED SEPTEMBER 10, 1971 AS INSTRUMENT NO. 4660, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 19 FEET, TANGENT TO SAID NORTHERLY LINE AND TANGENT TO THE WESTERLY LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG SAID CURVE 29.72 FEET TO SAID WESTERLY LINE; THENCE NORTHERLY ALONG SAID WESTERLY LINE 18.88 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 37 CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED SEPTEMBER 10, 1971 AS INSTRUMENT NO. 4660, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT A DISTANCE OF 5.00 FEET; THENCE SOUTHEASTERLY IN A DIRECT LINE 7.05 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT EASTERLY THEREON 5.00 FEET FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 5.00 FEET TO SAID POINT OF BEGINNING.

PARCEL 2:

LOTS 23 THROUGH 32, INCLUSIVE, OF RICO ACRES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING FROM LOT 29 AND PORTIONS OF LOTS 26 AND 31, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS LOCATED BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID PROPERTY WITHOUT

THE RIGHT OF ENTRY IN OR UPON THE SURFACE OF SAID PROPERTY OR ANY PORTION THEREOF TO DEPTH OF 500 FEET FROM THE SURFACE THEREOF.

APN: 6149-012-901, 6149-014-900, 6149-014-903, 6149-014-904

THOSE PORTIONS OF LOTS 10 THROUGH 16 INCLUSIVE, OF RICO ACRES, IN THE RANCHO TAJAUTA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 10; THENCE ALONG THE WESTERLY LINE OF SAID LOT 10, NORTH 00° 11' 10" EAST, 137.49 FEET; THENCE SOUTH 84° 33' 40" EAST, 231.40 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 11, DISTANT ALONG SAID EASTERLY LINE NORTH 00° 05' 21" EAST 113.82 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 11; THENCE SOUTH 81° 58' 14" EAST, 365.80 FEET; THENCE SOUTH 79° 02' 04" EAST, 303.65 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 10.00 FEET OF SAID LOT 16 WITH THE SOUTHERLY LINE OF SAID LOT 16; THENCE ALONG THE SOUTHERLY LINES OF SAID LOTS 16, 15, 14, 13, 12, 11 AND 10, SOUTH 89° 34' 08" WEST, 891.15 FEET TO THE POINT OF BEGINNING.

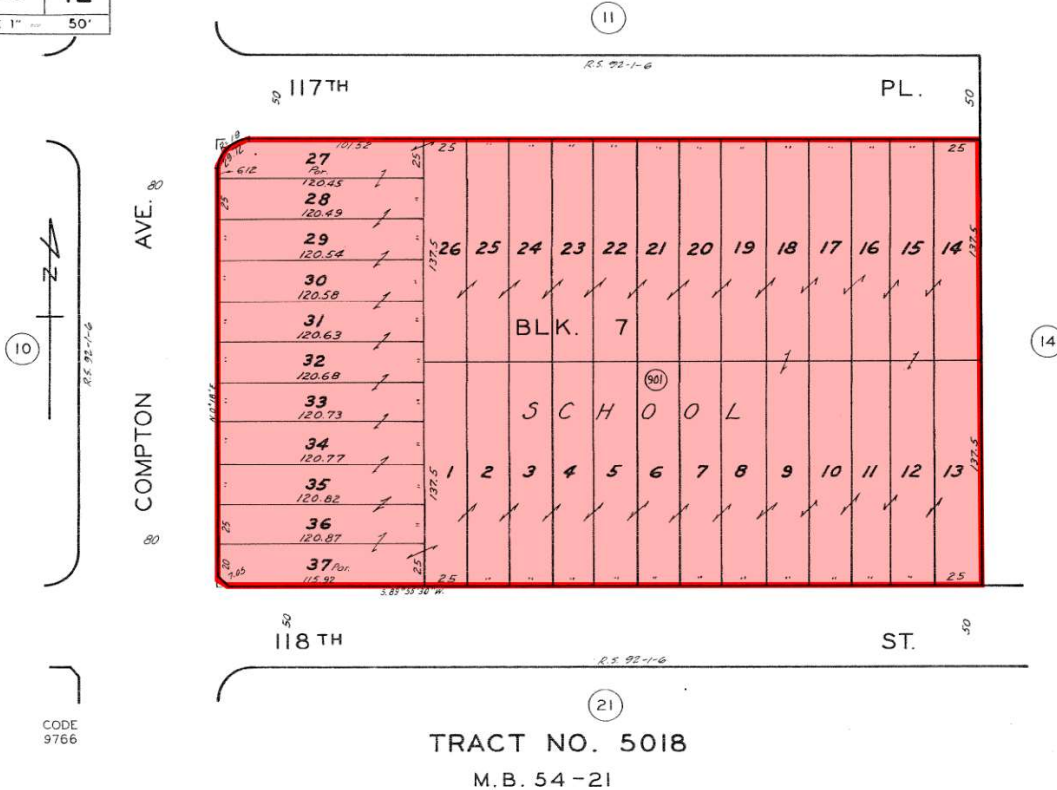
EXCEPT THAT PORTION OF EAST HALF AND WEST HALF OF LOT 10 IN DEED RECORDED DECEMBER 2, 1986, AS INSTRUMENT NO. 1664668 OFFICIAL RECORDS, FEBRUARY 26, 1981, AS INSTRUMENT NO. 207153 OFFICIAL RECORDS.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS APPURTENANT TO THE ABOVE-DESCRIBED REAL PROPERTY IN AND TO THE ADJACENT STATE FREEWAY.

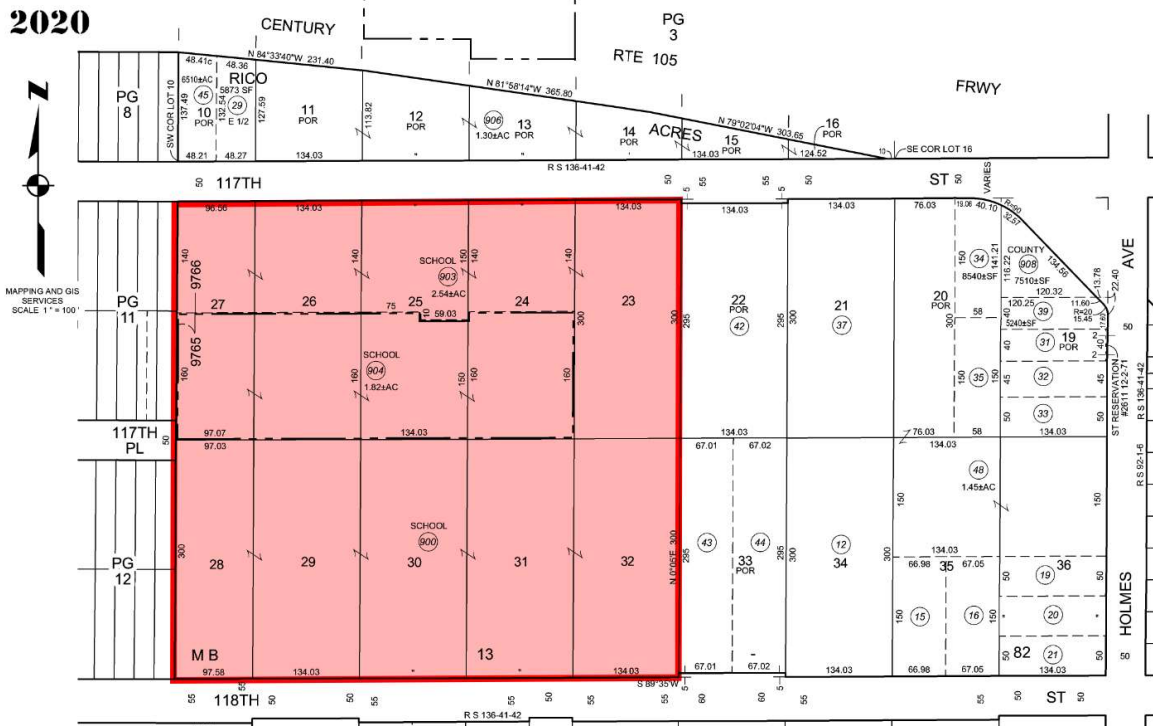
SUBJECT TO THE EXCEPTION THEREFROM, ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN CONVEYED PARCEL OF LAND AND THE RIGHTS THERETO, TOGETHER WITH CERTAIN OTHER CONDITIONS, AS EXCEPTED IN DEED (STATE PARCEL 55839), TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 30, 1984 AS DOCUMENT NO. 84-1413064, OFFICIAL RECORDS, IN DEED (STATE PARCEL 55840) RECORDED FEBRUARY 5, 1974 IN BOOK D6160, PAGE 708 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55841) RECORDED NOVEMBER 30, 1977 AS DOCUMENT NO. 77-1315830 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55842) RECORDED JUNE 18, 1981 AS DOCUMENT NO. 81-606841 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55844) RECORDED APRIL 14, 1981 AS DOCUMENT NO. 81-372260 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55849) RECORDED APRIL 20, 1982 AS DOCUMENT NO. 82-404929 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55850) RECORDED JUNE 12, 1981 AS DOCUMENT NO. 81-586066, OFFICIAL RECORDS, IN DEED (STATE PARCEL 55852) RECORDED JULY 6, 1979 AS DOCUMENT NO. 79-736372 OFFICIAL RECORDS, IN DEED

(STATE PARCEL 55854) RECORDED FEBRUARY 26, 1981 AS DOCUMENT NO. 81- 207153
OFFICIAL RECORDS, IN DEED (STATE PARCEL 62306) RECORDED OCTOBER 26, 1981
AS DOCUMENT NO. 81-1051502 OFFICIAL RECORDS, IN DEED (STATE PARCEL 67319)
RECORDED JULY 3, 1981 AS DOCUMENT NO. 81-666449, ALL OFFICIAL RECORDS IN
SAID OFFICE.

APN: 6149-014-906



6149	14	P.A. 6149-13 & 14	TRA 9765	REVISED: 870203816-87 870302612-87	87082508006001 88031406013003 88101308008001	95021010005001-14 95100402002001-14 95052703001001-14	2001061306 2016052502-14 2018081422012001-14	2020031721002001-14 2020031721003003-14	SEARCH NO
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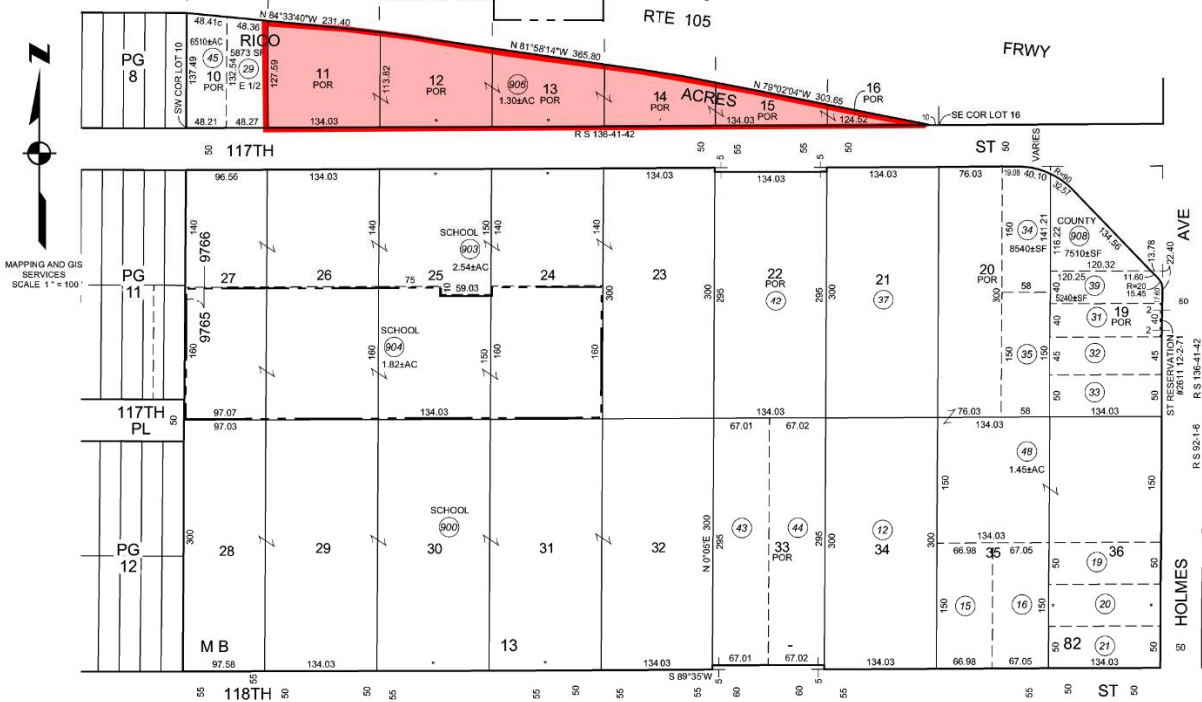


EXHIBIT C

Legend

- PROPERTY LINE LOCATION
- LEASE LINE LOCATION

Lease Area	Parcel	Bldg No.	Size	Acres
1	Affordable Housing 5	A5	31,049.00	0.71
2	Affordable Housing 4	A4	29,454.00	0.68
3	Affordable Housing 2	A2	25,799.00	0.59
4	Affordable Housing 3	A3	29,472.00	0.68
5	Affordable Housing 1	A1	25,739.00	0.59
6	Office Building	U7	58,049.00	1.33
7	Recreational Building	U6	51,725.00	1.19
8	CDU Housing 4	U4	24,075.00	0.55
9	CDU Housing 1	U1	21,541.00	0.49
10	CDU Housing 2	U2	51,007.00	1.17
11	CDU Housing 3	U3	29,214.00	0.67
12	Recreational Field	U5	117,731.00	2.70
13	LACDA- Parking Garage	U8	56,614.00	1.30
14	Fire Lane		7,490.00	0.17
			558,959.00	12.83

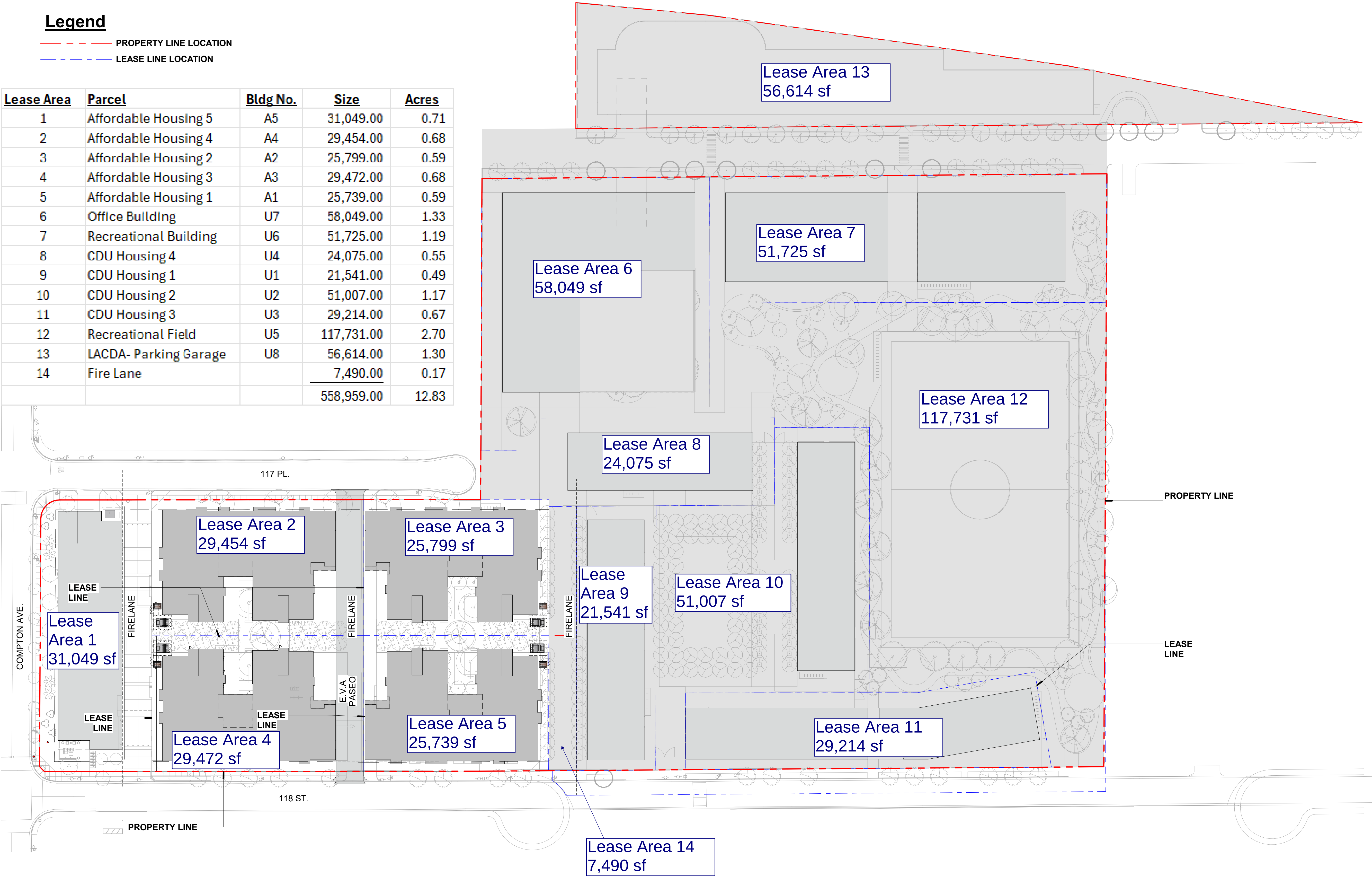


EXHIBIT D

Applicable Rules

As described in Section 1.8, for the convenience of the Parties in administration of this Agreement, the County has separately compiled the Applicable Rules and the CDU/MLK Wellness Collaborative, LLC has reviewed and concurred with said compilation, the acknowledgment of which is memorialized by the execution of this Agreement. For convenience purposes only, each Party will maintain a copy of the Applicable Rules at the following locations:

County:

County of Los Angeles

Department of Regional Planning

320 West Temple Street, 13th Floor

Los Angeles, CA 90012

CDU/MLK Wellness Collaborative, LLC:

Charles R. Drew University of Medicine and Science

Office of the President

1731 E. 120th Street

Los Angeles, CA 90059

EXHIBIT E

SUSTAINABILITY FEATURES

- **Construction Equipment.** As a best management practice and sustainable feature of the Proposed Project, the construction contractors for each individual development area will use construction equipment that have engines of 25 horsepower (hp) or greater that complies with USEPA Tier 4 Final non-road engine standards and use electric welders during building construction.
- **CALGreen Building Code & Title 24 Energy Code Compliance (2022 or current version at time of building permit issuance).** As such, compliance with the 2022 or current version of CALGreen and 2022 or current version of Title 24 energy efficiency standards will be required. The CALGreen code sets the minimum green building code requirements for planning, energy efficiency, water efficiency, materials & resource efficiency, and environmental quality. The Title 24 Energy code sets the minimum efficiency standards for building envelope, glazing, roofing, HVAC, lighting, water heating, renewable energy, and battery storage.
- **Electric Vehicle (EV) Charging:** The Project will provide EV installed and capable parking spaces (conduit installed) for both residential and non-residential spaces in accordance with the current versions of the CALGreen code and the Los Angeles County Code at the time of building permit issuance.
- **Solar Photovoltaics & Battery Storage:** The Project will include solar photovoltaic (PV) as required by the Title 24 Energy Code, for all new residential buildings. The code minimum required PV system equates to an estimate of a 70% electricity offset for residential projects. Infrastructure for PV would be provided for all remaining buildings within the site. The Project will also include on-site battery storage, as required per Title 24 Code at the time of building permit issuance, to provide capabilities for peak-load demand management and resiliency for emergency use purposes.
- **Air Filtration & Monitoring:** The Project design will include HVAC systems that are equipped with Minimum Energy Report Value (MERV) filters to reduce the particulate matter that can enter the buildings. The ratings of the MERV filters will be in compliance with the current version of Title 24 and the Los Angeles County Code at the time of building permit issuance.
- **Healthy Materials & Finishes:** The Project design will include the specifications of paints, adhesives, and sealants that meet the California Air Resources Board (CARB) and South Coast Air Quality Management District (SCAQMD) thresholds for maximum levels of Volatile Organic Compounds (VOCs) and formaldehyde.
- **Alternative Transportation Choices:** The Project site is ideally located to encourage alternate transportation choices, with two Metro rail transit lines within two blocks. The Project design will include locations for bicycle parking in accordance with the version of the Los Angeles County Code at the time of building permit issuance. The partial vacation of E. 118th Street will encourage walking and biking to and from the adjacent Metro station.
- **Sustainable Building Design and Materials for CDU Buildings.** The CDU buildings of

the Proposed Project will be designed and include materials that are environmentally sustainable. The building and design elements include daylighting and acoustic performance, low-emitting materials, locally sourced products and materials, rainwater management and other sustainable design features. These building and design elements will be equivalent to the requirements of the Leadership in Energy & Environmental Design (LEED) certified-level.

- Sustainable Building Design and Materials for Affordable Residential Buildings. The affordable residential portions of the Proposed Project will be designed and include materials that are environmentally sustainable. The building and design elements will include categories of sites, water, energy, materials, and indoor environment that follow sustainable design best practices for the design, engineering, construction, and operations aspects of the affordable residential buildings. These building and design elements will be equivalent to the requirements of the LEED-Homes or GreenPoint Rated New Home Multifamily rating systems.

EXHIBIT F

Mitigation Monitoring and Reporting Program CDU Wellness and Education Campus

CEQA Requirements

Section 15097 of the CEQA Guidelines requires a public agency to adopt a program for monitoring or reporting on the changes it has required in the project or conditions of approval to substantially lessen significant environmental effects. This Mitigation, Monitoring and Reporting Program (MMRP) summarizes the mitigation commitments identified in the CDU Wellness and Education Campus Addendum to the Willowbrook Transit Oriented District Specific Plan Final Program EIR (State Clearinghouse No. 2015101106). Mitigation measures are presented in the same order as they occur in the Addendum.

The columns in Table 1 below provide the following information:

- **Mitigation Measure(s):** The action(s) that will be taken to reduce the impact to a less-than-significant level.
- **Action Required:** The appropriate steps to implement and document compliance with the mitigation measures.
- **Mitigation Timing:** The general schedule for conducting each task.
- **Responsible Party:** The agency or private entity responsible for ensuring implementation of the mitigation measure. However, until the mitigation measures are completed, the County of Los Angeles, as the CEQA Lead Agency, remains responsible for ensuring that implementation of the mitigation measures occur in accordance with the MMRP (CEQA Guidelines, Section 15097(a)).
- **Monitoring Agency or Party:** The agency or private entity responsible for reviewing and/or overseeing implementation of the mitigation measure.

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CDU WELLNESS AND EDUCATION CAMPUS

Mitigation Measures	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
Air Quality				
AIR-2: The County shall ensure that project approvals within the Specific Plan area require that all active construction areas shall be watered at least four times daily to reduce fugitive dust emissions from grading, excavation, and other ground preparation. Watering shall be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water shall be used whenever possible.	Maintain log demonstrating compliance	Prior to commencement of construction and during construction	Applicant, Construction Manager	LACDRP
AIR-3: Reduction or elimination of fireplaces within residential development such that there are no fireplaces within 95 percent of all new/redeveloped single family residential development or 100 percent of all multifamily residential development (new and redeveloped) within the Specific Plan area. Compliance would be ensured through County review prior to the issuance of a building permit.	Submit site plan review application	Prior to building permit	Applicant	LACDRP/LACFD
AIR-4: All commercial development will use low-VOC architectural coating such that interior coatings do not exceed 10 grams per liter (g/l) of VOC content and exterior coatings do not exceed 100 g/l. This measure is to be made a condition of approval for continued upkeep of the property.	Submit site plan review application	Prior to building permit	Applicant	LACDRP
	Maintain log demonstrating compliance	During and after construction	Applicant, Construction Manager	LACDRP
AIR-5: All commercial developments will use low-VOC cleaning supplies. This measure is to be made a condition of approval for continued upkeep of the property.	Submit site plan review application	Prior to building permit	Applicant	LACDRP
	Maintain log demonstrating compliance	During and after construction	Applicant, Construction Manager	LACDRP
AIR-6: All new development shall comply with the Title 24 requirements in effect at the time of construction and shall, at a minimum, exceed 2013 Title 24 energy efficiency standards by 15 percent.	Maintain log demonstrating compliance	During Construction	Applicant, Construction Manager	LACDRP
Cultural Resources				
CUL-5: Avoidance, preservation or data recovery shall occur for archaeological resources that could be affected by ground disturbing activities and are found to be significant resources. To ensure that developments in accordance with the Specific Plan do not result in significant impacts to pre-historic or historic archaeological resources, the following shall be implemented. The Applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology (Qualified Archaeologist) to carry out all mitigation related to archaeological resources. Prior to start of ground-disturbing activities, the Qualified Archaeologist or their designee shall conduct cultural resources sensitivity training for all construction personnel. Construction personnel shall be informed of the types of archaeological resources that may be encountered, the proper procedures to be	Prepare a Phase I cultural resources inventory	Before construction	Applicant	LACDRP

Mitigation Measures	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
enacted in the event of an inadvertent discovery of archaeological resources or human remains, and safety precautions to be taken when working with archaeological monitors. The County shall ensure that construction personnel are made available for and attend the training and retain documentation demonstrating attendance. Archaeological monitoring shall be conducted during ground disturbing activities, such as clearing/grubbing, grading, trenching, or any other construction excavation activity associated with the Project. Monitoring shall be conducted by an archaeologist who is familiar with the types of archaeological resources that could be encountered and who will work under the direct supervision of the Qualified Archaeologist. Monitoring can be reduced to part-time inspections or ceased entirely if determined appropriate by the Qualified Archaeologist, based on field observations.	Submit California Department of Parks and Recreation Site Forms, and data recovery and associated documentation, as applicable	Before construction	Applicant	LACDRP
During project-level construction, should prehistoric or historic subsurface cultural resources be discovered, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the discovery (within approximately 100 feet) until it has been evaluated. The archaeological monitor shall keep daily logs detailing the types of activities and soils observed, and any discoveries. The Qualified Archaeologist shall assess the significance of the find according to CEQA Guidelines Section 15064.5. If any find is determined to be significant, the archaeologist shall determine, in consultation with the County, and local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), project redesign and preservation in place shall be the preferred means to avoid impacts to significant cultural resources. Methods of avoidance may include, but shall not be limited to, project re-route or re-design, project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the Qualified Archaeologist shall develop additional treatment measures within an Archaeological Resources Treatment Plan in consultation with the County and local Native American groups expressing interest, which may include data recovery or other appropriate measures. All significant cultural materials recovered will be, as necessary and at the discretion of the consulting archaeologist and in consultation with local Native American groups expressing interest, subject to scientific analysis, professional museum curation, and documentation according to current professional standards. The treatment plan shall include provisions for the final disposition of the recovered resources, which may include onsite reburial, curation at a public, non-profit institution, or donation to a local Native American Tribe, school, or historical society. At the conclusion of archaeological monitoring and prior to the release of the grading bond, the Qualified Archaeologist shall prepare a final monitoring report. The report shall include a summary of monitoring results, description of resources unearthed, if any, significance evaluation and treatment of the resources, and the results of the artifact processing, analysis, and research. Appropriate California Department of Parks and Recreation 523 Forms shall be appended to the report, as necessary. The report shall be submitted by the Applicant to the County to signify the satisfactory completion of the Project and required mitigation measures. The Qualified Archaeologist shall submit the final report to the South Central Coastal Information Center within 30 days of its acceptance by the County.	Submit final report, as applicable	Prior to issuance of certificate of occupancy	Applicant/ Qualified Archaeologist	LACDRP, California Office of Historic Preservation for support/referral, CHRIS-SCCIC

Mitigation Measures	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
CUL-6: The project applicant shall retain a qualified paleontologist (in accordance with the Society of Vertebrate Paleontologists) to monitor all ground-disturbing activities in native soils or sediments beginning at five feet below ground surface and deeper. If the paleontologist, upon observing initial earthwork, determines there is low potential for discovery, no further action shall be required and the paleontologist shall submit a memo to the County confirming findings of low potential. If the qualified paleontologist, upon observing initial earthwork, determines there is a moderate to high potential for discovery, a qualified paleontologist or paleontological monitor (retained by the County) shall monitor all mass grading and excavation activities. Monitoring will be conducted in areas of grading or excavation in undisturbed formation sediments, as well as where over-excavation of surficial alluvial sediments will encounter these formations in the subsurface. Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediment that are likely to contain the remains of small fossil invertebrates and vertebrates. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. Should any paleontological resources (i.e., fossils) be uncovered during project construction activities, all work within a 100-foot radius of the discovery site shall be halted or diverted to other areas on the site and the County shall be immediately notified. The qualified paleontologist shall evaluate the finds and recommend appropriate next steps to ensure that the resource is not substantially adversely impacted, including but not limited to avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. Further, ground disturbance shall not resume within a 100-foot radius of the discovery site until an agreement has been reached between the project applicant, the qualified paleontologist, and the County as to the appropriate preservation or mitigation measures to ensure that the resource is not substantially adversely impacted. Any recovered paleontological specimens shall be identified to the lowest taxonomic level possible and prepared for permanent preservation. Screen-washing of sediments to recover small invertebrates and vertebrates shall occur if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage shall occur at an institutional repository approved by the County. The paleontological program shall include a written repository agreement prior to the initiation of mitigation activities. A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location. The report, when submitted to an accepted by the County, shall signify satisfactory completion of the project program to mitigation impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.	Submit Monitoring Plan	Prior to construction	Applicant/ Qualified Paleontologist	LACDRP
	Submit data recovery and associated documentation, as applicable	Prior to issuance of certificate of occupancy	Applicant/ Qualified Paleontologist	LACDRP
	Submit final report, as applicable	Prior to issuance of certificate of occupancy	Applicant/ Qualified Paleontologist	LACDRP
CUL-7: If human remains are encountered, the Applicant shall halt work in the vicinity (within 100 feet) of the find and contact the Los Angeles County Coroner in accordance with PRC Section 5097.98 and Health and Safety Code Section 7050.5. If the County Coroner determines that the remains are of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC) in accordance with Health and Safety Code Section 7050.5, subdivision (c), and PRC Section 5097.98. The NAHC shall then	Submit documentation	Prior to issuance of certificate of occupancy	Applicant/ Qualified Archaeologist	LACDRP

Mitigation Measures	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party
identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the landowner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the landowner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the MLD on all reasonable options regarding their preferences for treatment.				
Noise and Vibration				
NOI-1: Prior to the issuance of building permits, exterior areas of proposed multiple family residential uses that are projected to be exposed to existing with Project roadway noise levels and cumulative with Project roadway noise levels exceeding the County's exterior noise standards (i.e., 65 dBA CNEL for multiple family residential) shall include noise attenuation features including, but not limited to, setbacks, soundwalls, glass noise barriers, and landscaping so that exterior areas meet the County's exterior noise standards. In addition, construction activities on the Project site will include construction techniques such as sound barriers and sound blankets where necessary to meet the County's Noise Ordinance. To ensure that the County's exterior noise standard for the proposed multi-family residential uses (65 dBA CNEL) are met, the Applicant shall demonstrate compliance through the preparation of an acoustical evaluation and if the Proposed Project's construction techniques identified in Section 2.4.7 of this Addendum are modified, the Applicant shall demonstrate compliance with the County's Noise Ordinance to the County Department of Public Health through the preparation of an acoustical evaluation.	Submit site plan review application	Prior to issuance of building permit	Applicant	LACDPH
NOI-3: Prior to approval of a grading permit or building permit, construction equipment shall be prohibited within 50 feet of occupied residential structures. If construction equipment is required to be within 50 feet of occupied residential structures, the project applicant shall demonstrate that the human annoyance threshold of 80 VdB (0.04 in/sec PPV) and structural damage thresholds of 0.2 in/sec PPV for non-engineered timber and masonry buildings and 0.12 in/sec PPV for historic-age buildings that are extremely susceptible to vibration damage is achieved. Demonstration of compliance shall be provided through the preparation of a vibration analysis.	If construction equipment is required to be within 50 feet of occupied residential structures, submit vibration analysis report for review and approval	Prior to issuance of grading or building permit	Applicant	LACDPH

EXHIBIT G
RESERVED

EXHIBIT H

Willowbrook TOD Specific Plan Area Goals and Policies



County of Los Angeles **WILLOWBROOK** TOD SPECIFIC PLAN

August 2018
Revised May 2023

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County of Los Angeles

WILLOWBROOK

TRANSIT-ORIENTED DISTRICT

SPECIFIC PLAN

August 2018
Revised May 2023

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Introduction

1.1 Specific Plan Location

The Willowbrook Transit-Oriented District (TOD) Specific Plan (Willowbrook TOD Specific Plan or Specific Plan) area (Plan Area) is located in the unincorporated community of Willowbrook within the County of Los Angeles (County). It is located along the I-105 freeway and at the junction of the Metro A (formerly Blue) and C (formerly Green) Lines. The plan area is approximately ten miles south of downtown Los Angeles and is bordered by the incorporated cities of Los Angeles to the north, and Lynwood and Compton to the east.

The Willowbrook TOD Specific Plan is focused around the Willowbrook/Rosa Parks Station, a transfer station for the Metro A Line and C Line (see Figure 1-1). The Plan Area is approximately 312 acres. Some of the key facilities located within the Plan Area are Martin Luther King, Jr. (MLK) Medical Center, Charles R. Drew University of Medicine and Science (CDU), Kenneth Hahn Plaza, Willowbrook Library, and MLK Center for Public Health.

***What is a Specific Plan?*¹**

A specific plan is a tool to systematically implement the General Plan within an identified project area. Specific plans are used to ensure that multiple property owners and developers adhere to a common plan or coordinate multiple phases of a long-term development. Specific plans must further the goals and policies of the General Plan. Specific plans must be consistent with the General Plan. No local public works project may be approved; no tentative map or parcel map for which a tentative map was not required may be approved, and no zoning ordinance may be adopted or amended within an area covered by a specific plan unless it is consistent with the adopted specific plan. The authority for preparation and adoption of specific plans is set forth in the California Government Code section 65450 et seq.

¹ Chapter 6: Land Use Element, Los Angeles County General Plan.

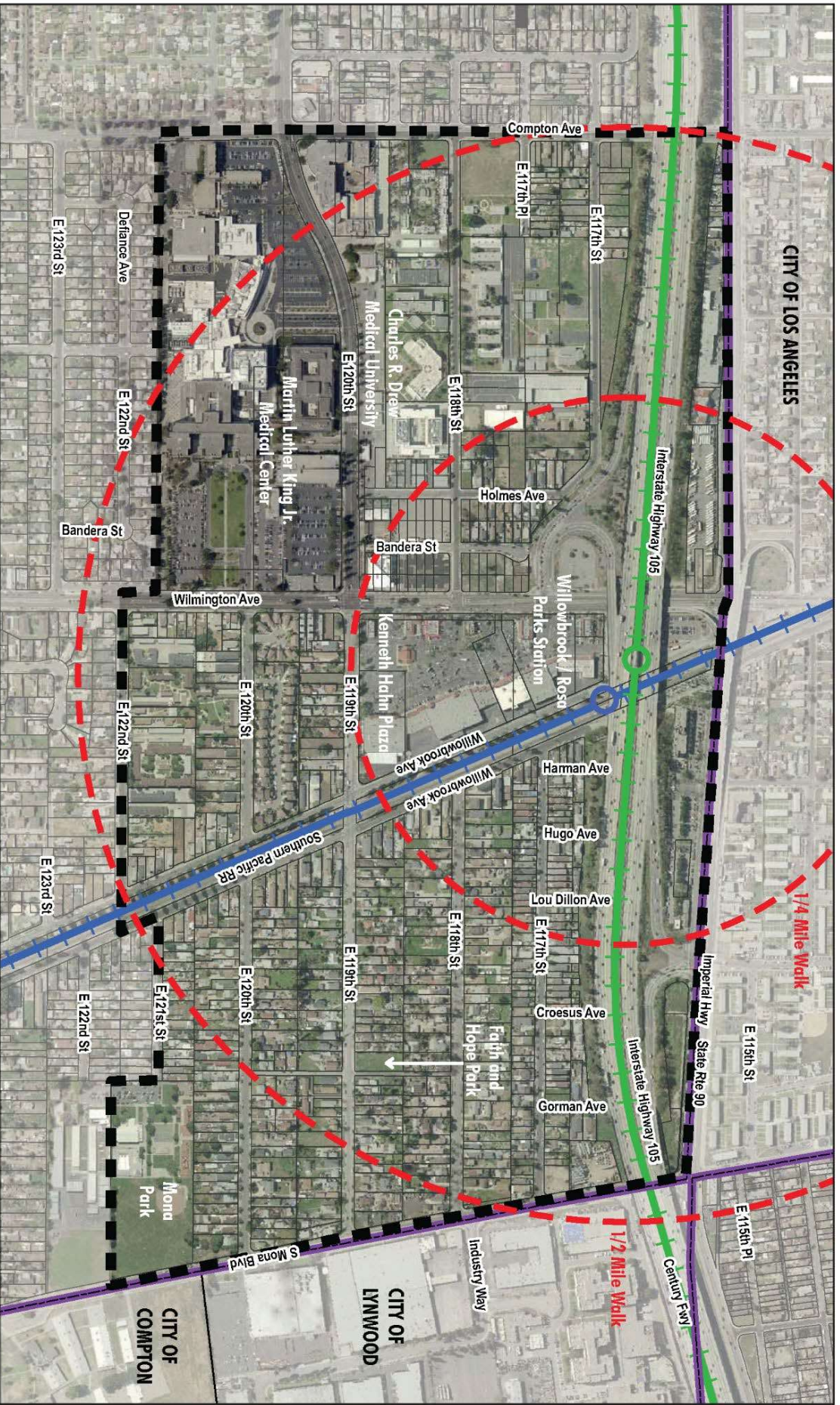
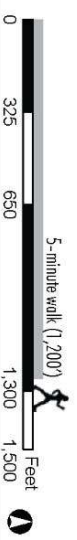


Figure 1-1
Specific Plan Area

WILLOWBROOK TOD SPECIFIC PLAN

- County of Los Angeles
- Willowbrook TOD Specific Plan Area
- Metro C Line
- Metro A Line
- 1/4 Mile and 1/2 Mile radius around Willowbrook/Rosa Parks Station



1.2 Background

The Los Angeles County General Plan 2035 (General Plan) identifies TODs as priority policy areas throughout the County. To create vibrant and healthy TODs, the County envisions developing specific plans for all of the TODs that are located in the unincorporated areas.

The Willowbrook TOD Specific Plan establishes a clear vision for the Willowbrook community, allows development that will lead to community benefits, and facilitates economic development. The Specific Plan is accompanied by a Program Environmental Impact Report (PEIR), which was prepared for the Specific Plan. The PEIR provides environmental clearance for specified levels of development intensity to potentially streamline future CEQA review.

1.3 Purpose

The purpose of the Willowbrook TOD Specific Plan is to revitalize the community within the project area and to improve access to all modes of transportation including transit, walking, and bicycling. Consistent with the goals and policies outlined in the General Plan, the Willowbrook TOD Specific Plan will:

- encourage transit-oriented development,
- promote active transportation,
- allow development that reduces vehicles miles traveled,
- allow development that creates community benefits, and
- streamline the environmental review process for future projects.

The Specific Plan is anticipated to facilitate development, especially residential and employment-generating uses, proximate to the Willowbrook/Rosa Parks Station. The primary objectives of the Specific Plan are to identify land use options that include mixed uses, increased housing opportunities, and neighborhood-serving retail uses. In addition, the Specific Plan is intended to foster a healthy community by improving pedestrian linkages between the Willowbrook/Rosa Parks Station, Kenneth Hahn Plaza, MLK Medical Center, CDU, future mixed-use areas, and existing residential neighborhoods.

1.4 Relevant Studies and Plans

The following recent and ongoing planning projects have provided direction and established a foundation for the Willowbrook TOD Specific Plan:

- Willowbrook Area Access Improvements, County of Los Angeles Department of Public Works (2015-2017)
- Willowbrook Community Parks and Recreation Plan (2016)
- Los Angeles County General Plan 2035 (2015)
- Rosa Parks Station Improvements Planning, Metro (2014-2015)
- Los Angeles County Transit-Oriented Districts Access Study, Southern California Association of Governments (SCAG) and County of Los Angeles (2013)
- Implementation Plan for the MLK Medical Campus and the Willowbrook Wellness Community, Initiative for Inner City Competitiveness, Next Street and Genesis LA (2013)

- Martin Luther King Medical Center Campus Master Plan & the Willowbrook MLK Wellness Community Vision (2012)
- County of Los Angeles Bicycle Master Plan (2012)
- Rosa Parks Metro Station Master Plan & Transit-Oriented District (2010)
- Martin Luther King, Jr. Medical Center and Surrounding Project Area, Urban Land Institute (ULI) Technical Assistance Panel (2009)
- Imperial-Wilmington Rosa Parks Metro Blue Line Rail Station Non-Motorized Access Plan, City and County of Los Angeles, Metro, (2009)

1.5 Community Engagement

Prior to and throughout the planning process for the Willowbrook TOD Specific Plan, staff from the County's Department of Regional Planning (DRP) conducted community outreach, engaging and receiving input from community groups and stakeholders including the following (in alphabetical order):

- Best Start Watts-Willowbrook
- Caltrans
- CDU
- City of Los Angeles
- City of Lynwood
- Commercial and residential developers of both market rate and affordable housing
- Concerned Citizens of Willowbrook, Dr. Delores Glass
- Gabrielino Band of Mission Indians - Kizh Nation
- Housing Authority of the City of Los Angeles (HACLA)
- Kimco Realty Corporation
- Metro
- MLK Community Hospital
- Watts Century/Latino
- Watts Labor Community Action Committee

In addition, DRP staff met regularly with a County Project Task Force, comprised of representatives from various County departments, and received input and feedback about the goals and direction of the Specific Plan.

DRP staff met with representatives of the Gabrielino Band of Mission Indians - Kizh Nation, to determine whether known tribal cultural resources are present in the Plan Area. While specific resources have not yet been discovered, the Plan Area is proximate to a known early trade route that connected to the coast at San Pedro. Additionally, its characteristics of being relatively near historical water sources and hunting grounds would have made the Plan Area favorable to supporting habitation. As is common in Southern California, it is possible that artifacts with tribal significance could be discovered in the Plan Area in activities that involve ground disturbance. Therefore, these activities should be undertaken with care to protect potential resources.

First Nations

The project site is located within the territory of the native population known today as the Gabrieleno. Prior to European contact, the Gabrieleno occupied a diverse area that included the watersheds of the Los Angeles, San Gabriel, and Santa Ana rivers; the Los Angeles basin and foothills; and offshore islands of Santa Catalina, San Nicolas, and San Clemente. In ancient times the village areas adjoined and overlapped with each other, at least during the Late Prehistoric and Protohistoric periods where resources were shared by adjoining villages. The village lifestyle was focused around commerce with local and long distance trade a prominent function of the community. Resources were attained through a hunter-gatherer lifestyle while living in permanent communities located near the presence of water, a stable food supply, and some measure of protection from flooding. Houses were made of tule mats on a framework of willow poles. Basketry and steatite vessels were used rather than ceramics; ceramics became common only toward the end of the Mission Period in the nineteenth century. Villages in and around the project area exhibited similar organization and resource procurement strategies and were based on clan or lineage groups with their home base sites marked by midden deposits often with bedrock mortars and fire hearth locations. Average community populations generally ranged from 50-100 inhabitants, although larger settlements existed. Trade routes provided for daily travel, recreation, and commerce activities to occur over thousands of years. During seasonal rounds to exploit natural resources, small groups would move along trading routes within their traditional territory in search of specific plants, minerals, and animals. Their gathering strategies often left behind signs of special use sites at the locations of the resources. As well, ceremonial areas would contain buried caches of relics that were used for ceremony and would be buried and dug up every time a ceremony was conducted. These buried caches were stored in the earth much like a storage cabinet would be used in a home for protection from damage and the elements. However, there were also buried caches of relics that were never meant to be dug up and were placed in a specific orientation in the earth.

1.6 Specific Plan Goals and Policies

The goals and policies set the framework for the Willowbrook TOD Specific Plan. They serve as guidelines for decision-making and provide direction for future activities. The goals and policies were derived from input received from the community and stakeholders during the community engagement process, County Project Task Force, and DRP staff during the planning process. The seven major goals identified for the Plan Area are as follows:

1. Preserve and enhance the character of the Willowbrook community.
2. Improve the Willowbrook/Rosa Parks Station and its environs.
3. Encourage transit-oriented development.
4. Provide affordable housing opportunities.
5. Promote active transportation and reduce vehicle miles traveled.
6. Improve quality of life for existing residents with improvements to the public realm.
7. Improve economic vitality and employment opportunities.

Goal 1: Preserve and enhance the character of the Willowbrook community.

Policy 1.1: Where appropriate, preserve the character of the residential neighborhoods.

Policy 1.2: Provide a mix of land uses in the Mixed-Use Zones to accommodate employment, retail, and residential uses, as well as local-serving amenities.

Policy 1.3: Preserve existing neighborhood-serving retail at Kenneth Hahn Plaza.

Policy 1.4: Improve compliance with County zoning and building codes on private property by expanding code enforcement by various County Departments.

Policy 1.5: Facilitate the expansion of the MLK Medical Center and CDU campus that is compatible and sensitive to the surrounding neighborhoods.

Policy 1.6: Coordinate with CDU to integrate the planned growth of the University's campus with the surrounding community, including creating pedestrian linkages and open space connections with other area institutions and the Willowbrook/Rosa Parks Station.

Policy 1.7: Implement the concepts and ideas contained in the *MLK Medical Center Campus Master Plan & the Willowbrook MLK Wellness Community Vision* by encouraging well-designed and continuous pedestrian paths and connections between the Willowbrook/Rosa Parks Station and the employment, campus, retailing, and residential areas.

Goal 2: Improve the Willowbrook/Rosa Parks Station and its environs.

Policy 2.1: Coordinate with Metro to enhance pedestrian and bicycle connections from the Willowbrook/Rosa Parks Station to the surrounding community.

Policy 2.2: Coordinate with Metro to enhance safety and circulation between the various transit modes at the Willowbrook/Rosa Parks Station to encourage transit use.

Policy 2.3: Work with Metro and Kenneth Hahn Plaza to create better connections and access to the surrounding employment, campus, retail, and residential areas.

Goal 3: Encourage transit-oriented development.

Policy 3.1: Provide a variety of housing choices within walking distance of the Willowbrook/Rosa Parks Station.

Policy 3.2: Implement mixed-use zoning in targeted areas to promote employment-generating uses proximate to housing and the Willowbrook/Rosa Parks Station.

Policy 3.3: Incentivize lot consolidation where appropriate to facilitate the development of cohesive projects in Mixed-Use Zones.

Goal 4: Provide affordable housing opportunities.

Policy 4.1: Preserve existing stock of affordable housing.

Policy 4.2: Promote housing affordability through diversification of housing choices (ownership, rental, single-family, multi-family) for varied income groups.

Goal 5: Promote active transportation and reduce vehicle miles traveled.

Policy 5.1: Provide a multi-modal transportation system of complete streets.

Policy 5.2: Enhance access to transit and the Willowbrook/Rosa Parks Station.

Policy 5.3: Provide a connected pedestrian and bicycle network that links Willowbrook/Rosa Parks Station, Kenneth Hahn Plaza, new mixed-use areas, CDU, MLK Medical Center and residential neighborhoods.

Policy 5.4: Facilitate mixed-use development that maximizes pedestrian connectivity and minimizes the need for vehicle travel.

Goal 6: Improve quality of life for existing residents with improvements to the public realm.

Policy 6.1: Enhance the public realm with street trees, street furniture, bicycle facilities, sidewalks and pedestrian paths.

Policy 6.2: Provide a consistent canopy of shade trees throughout the Specific Plan area to enhance pedestrian comfort.

Policy 6.3: Provide pedestrian-scaled lighting to improve safety and enhance pedestrian environment.

Policy 6.4: Encourage outdoor dining and seating areas and other pedestrian-friendly uses in mixed use areas.

Policy 6.5: Explore joint use agreements with schools to better utilize existing and future open space resources.

Policy 6.6: Require new development to provide public open space as a community benefit, as appropriate. Consider providing incentives to developers for such provisions.

Policy 6.7: Build pocket parks and community gardens on available County-owned vacant lots.

Goal 7: Improve economic vitality and employment opportunities.

Policy 7.1: Create economic opportunities for the Willowbrook community by fostering a complementary variety of employment, retail, residential, and institutional uses.

Policy 7.2: Build on the Willowbrook community’s economic base as a “healthcare cluster” by working with appropriate partners to provide workforce development opportunities for local residents.

Policy 7.3: Facilitate public-private partnerships to share responsibility for implementing this Specific Plan and achieving its goals.

Policy 7.4: Encourage a mix of national brand and local merchant businesses.

Policy 7.5: Efficiently manage the supply and demand of parking to accommodate customer, commuter, and resident parking and encourage the use of shared parking where possible.

EXHIBIT I

Compliance Certificate

RECORDING REQUESTED BY:

LOS ANGELES COUNTY DEPT. OF
REGIONAL PLANNING

AND WHEN RECORDED MAIL TO:

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

COMPLIANCE CERTIFICATE

**DEVELOPMENT AGREEMENT BY AND AMONG LOS ANGELES COUNTY
AND CDU/MLK WELLNESS COLLABORATIVE, LLC**

This CERTIFICATE OF DEVELOPMENT AGREEMENT COMPLIANCE (this “Certificate”), effective as of _____, 20____ (“Effective Date”), is made by the COUNTY OF LOS ANGELES, a body corporate and politic (the “County”) and provided to and for the benefit of CDU/MLK WELLNESS COLLABORATIVE, LLC, a California limited liability company (“Developer”).

RECITALS

A. In accordance with the Development Agreement Act, of the State of California (Government Code Section 65864 *et seq.*), Title 22, Chapter 22.162 of the Los Angeles County Code (“Development Agreement Ordinance”), and the implementing procedures of the County, the County acting through its Board of Supervisors, adopted Ordinance No. _____, on _____, 2026 approving a Development Agreement (the “Development Agreement”) for a project as therein described (the “Project”) on certain real property located within Los Angeles County, as more particularly described therein and on Exhibit A attached hereto and incorporated herein by this reference (the “Property”). [If any amendments have been made, identify such amendments in this recital and revise defined terms accordingly.]

B. The Development Agreement was recorded in the Office of the Recorder of the County of Los Angeles, State of California on _____ 2026 as Instrument No. _____. Unless otherwise defined in this Certificate, all initially capitalized defined terms used in this Certificate and not otherwise defined shall have the meanings ascribed to such terms in the Development Agreement.

C. Consistent with the requirements of the Development Agreement, the Development Agreement Act and the Development Agreement Ordinance, the County conducted

an Annual Review for the year [Insert year of review, 30-year term] on 20___. [Insert date of and action taken by County regarding determination of compliance for the Annual Review.]

D. Pursuant to Section 5.2 of the Development Agreement, Developer requested that the County issue a Compliance Certificate for the [____] year.

NOW, THEREFORE, the County certifies, represents and warrants for the benefit of Developer as follows:

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

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

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

[Signature page follows.]

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)
) SS.

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

WITNESS my hand and official seal.

(Seal)

EXHIBIT A

Legal Description of Property

EXHIBIT A

DISTRICT PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 37, INCLUSIVE, IN BLOCK 7 OF TRACT NO. 5018, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGE 21 OF MAPS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 27 CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED SEPTEMBER 10, 1971 AS INSTRUMENT NO. 4660, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 19 FEET, TANGENT TO SAID NORTHERLY LINE AND TANGENT TO THE WESTERLY LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG SAID CURVE 29.72 FEET TO SAID WESTERLY LINE; THENCE NORTHERLY ALONG SAID WESTERLY LINE 18.88 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 37 CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED SEPTEMBER 10, 1971 AS INSTRUMENT NO. 4660, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT A DISTANCE OF 5.00 FEET; THENCE SOUTHEASTERLY IN A DIRECT LINE 7.05 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT EASTERLY THEREON 5.00 FEET FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 5.00 FEET TO SAID POINT OF BEGINNING.

PARCEL 2:

LOTS 23 THROUGH 32, INCLUSIVE, OF RICO ACRES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING FROM LOT 29 AND PORTIONS OF LOTS 26 AND 31, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS LOCATED BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID PROPERTY WITHOUT

THE RIGHT OF ENTRY IN OR UPON THE SURFACE OF SAID PROPERTY OR ANY PORTION THEREOF TO DEPTH OF 500 FEET FROM THE SURFACE THEREOF.

APN: 6149-012-901, 6149-014-900, 6149-014-903, 6149-014-904

THOSE PORTIONS OF LOTS 10 THROUGH 16 INCLUSIVE, OF RICO ACRES, IN THE RANCHO TAJAUTA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 10; THENCE ALONG THE WESTERLY LINE OF SAID LOT 10, NORTH 00° 11' 10" EAST, 137.49 FEET; THENCE SOUTH 84° 33' 40" EAST, 231.40 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 11, DISTANT ALONG SAID EASTERLY LINE NORTH 00° 05' 21" EAST 113.82 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 11; THENCE SOUTH 81° 58' 14" EAST, 365.80 FEET; THENCE SOUTH 79° 02' 04" EAST, 303.65 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 10.00 FEET OF SAID LOT 16 WITH THE SOUTHERLY LINE OF SAID LOT 16; THENCE ALONG THE SOUTHERLY LINES OF SAID LOTS 16, 15, 14, 13, 12, 11 AND 10, SOUTH 89° 34' 08" WEST, 891.15 FEET TO THE POINT OF BEGINNING.

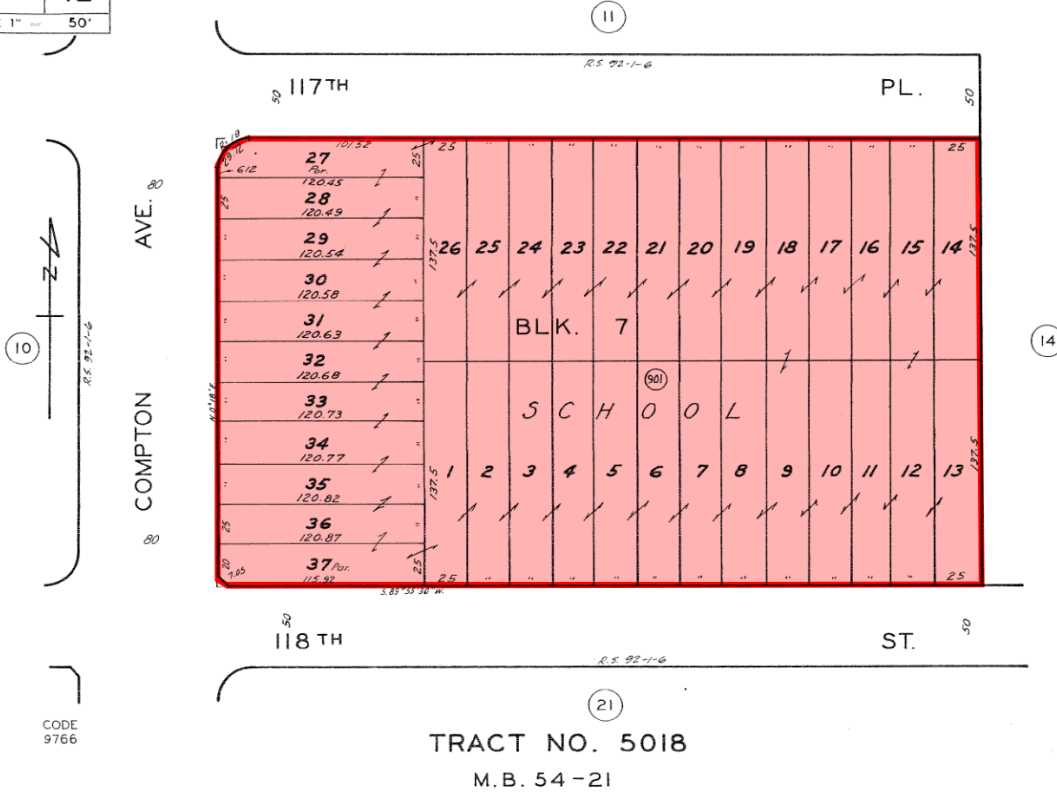
EXCEPT THAT PORTION OF EAST HALF AND WEST HALF OF LOT 10 IN DEED RECORDED DECEMBER 2, 1986, AS INSTRUMENT NO. 1664668 OFFICIAL RECORDS, FEBRUARY 26, 1981, AS INSTRUMENT NO. 207153 OFFICIAL RECORDS.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS APPURTENANT TO THE ABOVE-DESCRIBED REAL PROPERTY IN AND TO THE ADJACENT STATE FREEWAY.

SUBJECT TO THE EXCEPTION THEREFROM, ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN CONVEYED PARCEL OF LAND AND THE RIGHTS THERETO, TOGETHER WITH CERTAIN OTHER CONDITIONS, AS EXCEPTED IN DEED (STATE PARCEL 55839), TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 30, 1984 AS DOCUMENT NO. 84-1413064, OFFICIAL RECORDS, IN DEED (STATE PARCEL 55840) RECORDED FEBRUARY 5, 1974 IN BOOK D6160, PAGE 708 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55841) RECORDED NOVEMBER 30, 1977 AS DOCUMENT NO. 77-1315830 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55842) RECORDED JUNE 18, 1981 AS DOCUMENT NO. 81-606841 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55844) RECORDED APRIL 14, 1981 AS DOCUMENT NO. 81-372260 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55849) RECORDED APRIL 20, 1982 AS DOCUMENT NO. 82-404929 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55850) RECORDED JUNE 12, 1981 AS DOCUMENT NO. 81-586066, OFFICIAL RECORDS, IN DEED (STATE PARCEL 55852) RECORDED JULY 6, 1979 AS DOCUMENT NO. 79-736372 OFFICIAL RECORDS, IN DEED

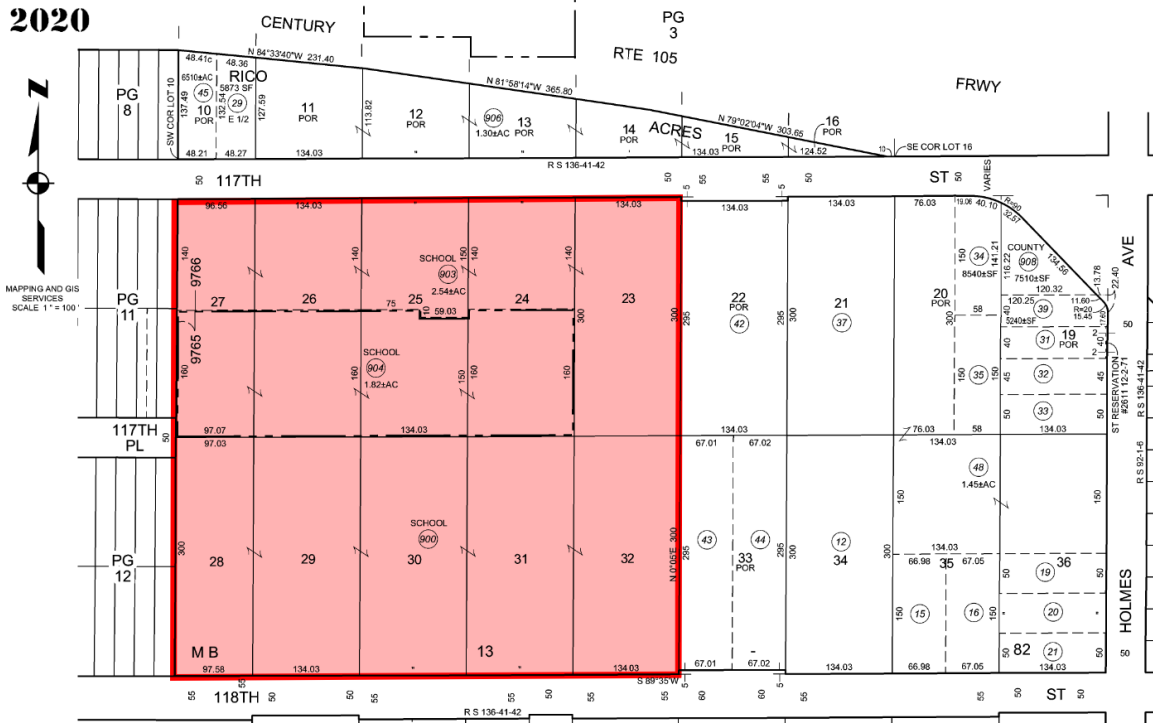
(STATE PARCEL 55854) RECORDED FEBRUARY 26, 1981 AS DOCUMENT NO. 81- 207153
OFFICIAL RECORDS, IN DEED (STATE PARCEL 62306) RECORDED OCTOBER 26, 1981
AS DOCUMENT NO. 81-1051502 OFFICIAL RECORDS, IN DEED (STATE PARCEL 67319)
RECORDED JULY 3, 1981 AS DOCUMENT NO. 81-666449, ALL OFFICIAL RECORDS IN
SAID OFFICE.

APN: 6149-014-906



6149	14	P.A. 6149-13 & 14	TRA 9765	REVISED: 870203816-87 870302612-87	87082538006001 88031406013003 88101308008001	95021010035001-14 95100402002001-14 98052703001001-14	2001061306 2016052502-14 2018081422012001-14	2020031721002001-14 2020031721003003-14	SEARCH NO	
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2020



6149	14	P.A. 6149-13 & 14	TRA 9765 9766	REVISED: 870203816-87 870302612-87	87082508006001 88031406013003 88101308008001	9502101005001-14 95100402002001-14 98052703001001-14	2001061306 2016052502-14 2018081422012001-14	2020031721002001-14 2020031721003003-14	SEARCH NO	
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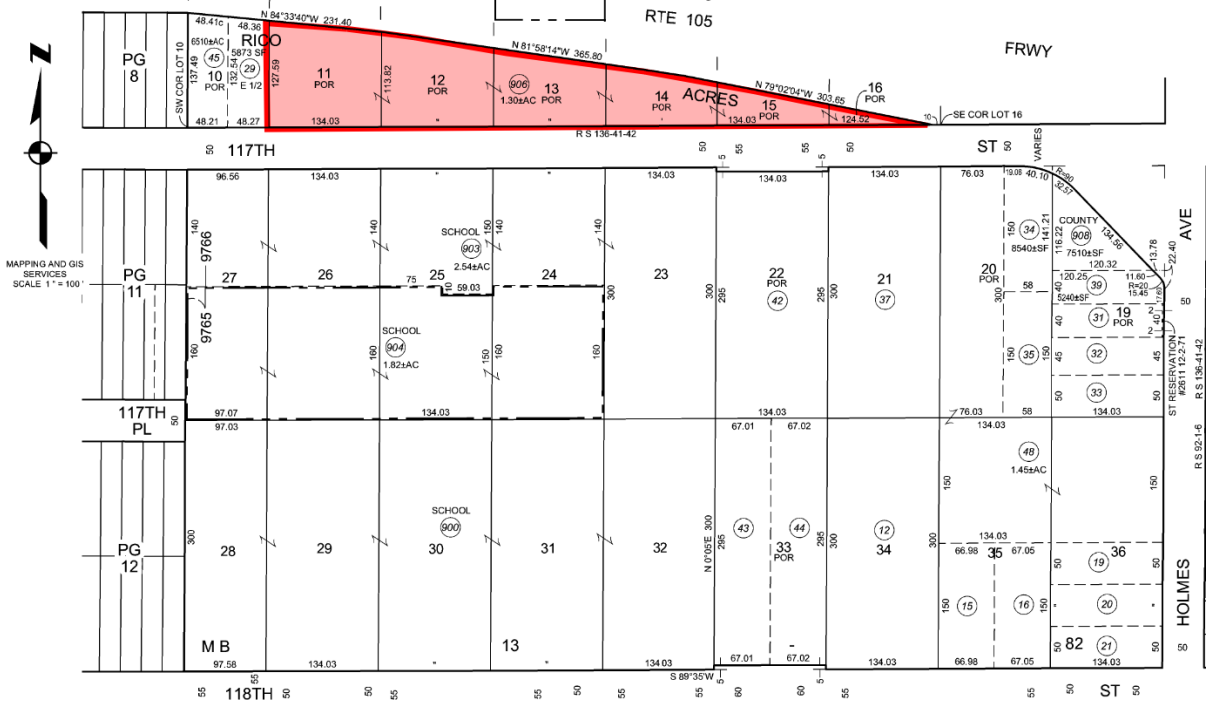


EXHIBIT J
Estoppel Certificate

ESTOPPEL CERTIFICATE

DEVELOPMENT AGREEMENT BY AND AMONG LOS ANGELES COUNTY AND CDU/MLK WELLNESS COLLABORATIVE, LLC

This ESTOPPEL CERTIFICATE (this “Certificate”), effective as of _____, 20__ (“Effective Date”), is made by the COUNTY OF LOS ANGELES, a body corporate and politic (the “County”) and provided to and for the benefit of CDU/MLK WELLNESS COLLABORATIVE, LLC, a California limited liability company (“Developer”).

RECITALS

A. In accordance with the Development Agreement Act, of the State of California (Government Code Section 65864 *et seq.*), Title 22, Chapter 22.162 of the Los Angeles County Code (“Development Agreement Ordinance”), and the implementing procedures of the County, the County acting through its Board of Supervisors, adopted Ordinance No. _____, on _____, 2026 approving a Development Agreement (the “Development Agreement”) for a project as therein described (the “Project”) on certain real property located within Los Angeles County, as more particularly described therein and on Exhibit A attached hereto and incorporated herein by this reference (the “Property”). [If any amendments have been made, identify such amendments in this recital and revise defined terms accordingly.]

B. The Development Agreement was recorded in the Office of the Recorder of the County of Los Angeles, State of California on _____ 2026, as Instrument No. _____. Unless otherwise defined in this Certificate, all initially capitalized defined terms used in this Certificate and not otherwise defined shall have the meanings ascribed to such terms in the Development Agreement.

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

_____.

NOW, THEREFORE, the County certifies, represents and warrants for the benefit of Developer:

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

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

3. [Other Information Requested]. As provided in Section 5.2 of the Development Agreement, Developer has requested that _____].

[Signature page follows.]

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Dawyn R. Harrison,
County Counsel

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of Property

DRAFT

EXHIBIT A

DISTRICT PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 37, INCLUSIVE, IN BLOCK 7 OF TRACT NO. 5018, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGE 21 OF MAPS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 27 CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED SEPTEMBER 10, 1971 AS INSTRUMENT NO. 4660, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 19 FEET, TANGENT TO SAID NORTHERLY LINE AND TANGENT TO THE WESTERLY LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG SAID CURVE 29.72 FEET TO SAID WESTERLY LINE; THENCE NORTHERLY ALONG SAID WESTERLY LINE 18.88 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 37 CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED SEPTEMBER 10, 1971 AS INSTRUMENT NO. 4660, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT A DISTANCE OF 5.00 FEET; THENCE SOUTHEASTERLY IN A DIRECT LINE 7.05 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT EASTERLY THEREON 5.00 FEET FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 5.00 FEET TO SAID POINT OF BEGINNING.

PARCEL 2:

LOTS 23 THROUGH 32, INCLUSIVE, OF RICO ACRES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING FROM LOT 29 AND PORTIONS OF LOTS 26 AND 31, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS LOCATED BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID PROPERTY WITHOUT

THE RIGHT OF ENTRY IN OR UPON THE SURFACE OF SAID PROPERTY OR ANY PORTION THEREOF TO DEPTH OF 500 FEET FROM THE SURFACE THEREOF.

APN: 6149-012-901, 6149-014-900, 6149-014-903, 6149-014-904

THOSE PORTIONS OF LOTS 10 THROUGH 16 INCLUSIVE, OF RICO ACRES, IN THE RANCHO TAJAUTA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 10; THENCE ALONG THE WESTERLY LINE OF SAID LOT 10, NORTH 00° 11' 10" EAST, 137.49 FEET; THENCE SOUTH 84° 33' 40" EAST, 231.40 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 11, DISTANT ALONG SAID EASTERLY LINE NORTH 00° 05' 21" EAST 113.82 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 11; THENCE SOUTH 81° 58' 14" EAST, 365.80 FEET; THENCE SOUTH 79° 02' 04" EAST, 303.65 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 10.00 FEET OF SAID LOT 16 WITH THE SOUTHERLY LINE OF SAID LOT 16; THENCE ALONG THE SOUTHERLY LINES OF SAID LOTS 16, 15, 14, 13, 12, 11 AND 10, SOUTH 89° 34' 08" WEST, 891.15 FEET TO THE POINT OF BEGINNING.

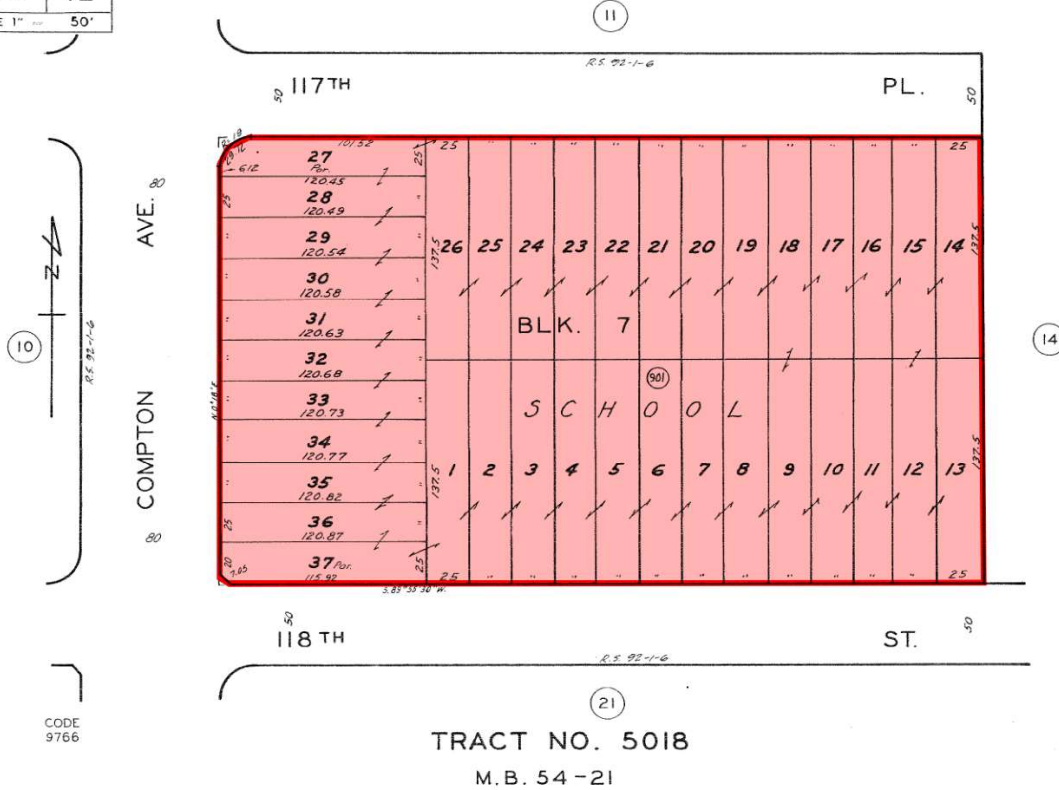
EXCEPT THAT PORTION OF EAST HALF AND WEST HALF OF LOT 10 IN DEED RECORDED DECEMBER 2, 1986, AS INSTRUMENT NO. 1664668 OFFICIAL RECORDS, FEBRUARY 26, 1981, AS INSTRUMENT NO. 207153 OFFICIAL RECORDS.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS APPURTENANT TO THE ABOVE-DESCRIBED REAL PROPERTY IN AND TO THE ADJACENT STATE FREEWAY.

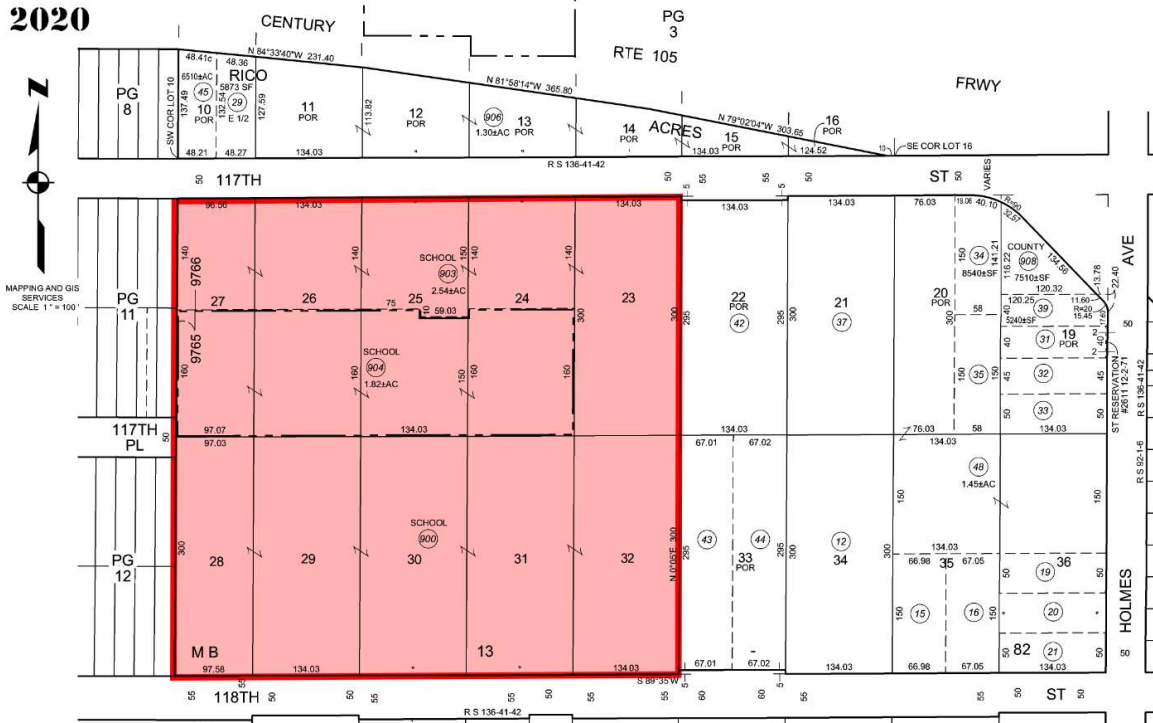
SUBJECT TO THE EXCEPTION THEREFROM, ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN CONVEYED PARCEL OF LAND AND THE RIGHTS THERETO, TOGETHER WITH CERTAIN OTHER CONDITIONS, AS EXCEPTED IN DEED (STATE PARCEL 55839), TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 30, 1984 AS DOCUMENT NO. 84-1413064, OFFICIAL RECORDS, IN DEED (STATE PARCEL 55840) RECORDED FEBRUARY 5, 1974 IN BOOK D6160, PAGE 708 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55841) RECORDED NOVEMBER 30, 1977 AS DOCUMENT NO. 77-1315830 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55842) RECORDED JUNE 18, 1981 AS DOCUMENT NO. 81-606841 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55844) RECORDED APRIL 14, 1981 AS DOCUMENT NO. 81-372260 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55849) RECORDED APRIL 20, 1982 AS DOCUMENT NO. 82-404929 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55850) RECORDED JUNE 12, 1981 AS DOCUMENT NO. 81-586066, OFFICIAL RECORDS, IN DEED (STATE PARCEL 55852) RECORDED JULY 6, 1979 AS DOCUMENT NO. 79-736372 OFFICIAL RECORDS, IN DEED

(STATE PARCEL 55854) RECORDED FEBRUARY 26, 1981 AS DOCUMENT NO. 81- 207153
OFFICIAL RECORDS, IN DEED (STATE PARCEL 62306) RECORDED OCTOBER 26, 1981
AS DOCUMENT NO. 81-1051502 OFFICIAL RECORDS, IN DEED (STATE PARCEL 67319)
RECORDED JULY 3, 1981 AS DOCUMENT NO. 81-666449, ALL OFFICIAL RECORDS IN
SAID OFFICE.

APN: 6149-014-906



6149	14	P.A. 6149-13 & 14	TRA 9765	REVISED: 870203816-87 870302612-87	87082508006001 88031406013003 88101308008001	95021010005001-14 95100402002001-14 95052703001001-14	2001061306 2016052502-14 2018081422012001-14	2020031721002001-14 2020031721003003-14	SEARCH NO
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6149	14	P.A. 6149-13 & 14	TRA 9765 9766	REVISED: 870203816-87 870302612-87	87082508006001 88031406013003 88101308008001	95021010005001-14 951004020012001-14 98052703001001-14	2001061306 2016062602-14 2018081422012001-14	2020031721002001-14 2020031721003003-14	SEARCH NO	
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MAPPING AND GIS
SERVICES
SCALE 1" = 100'

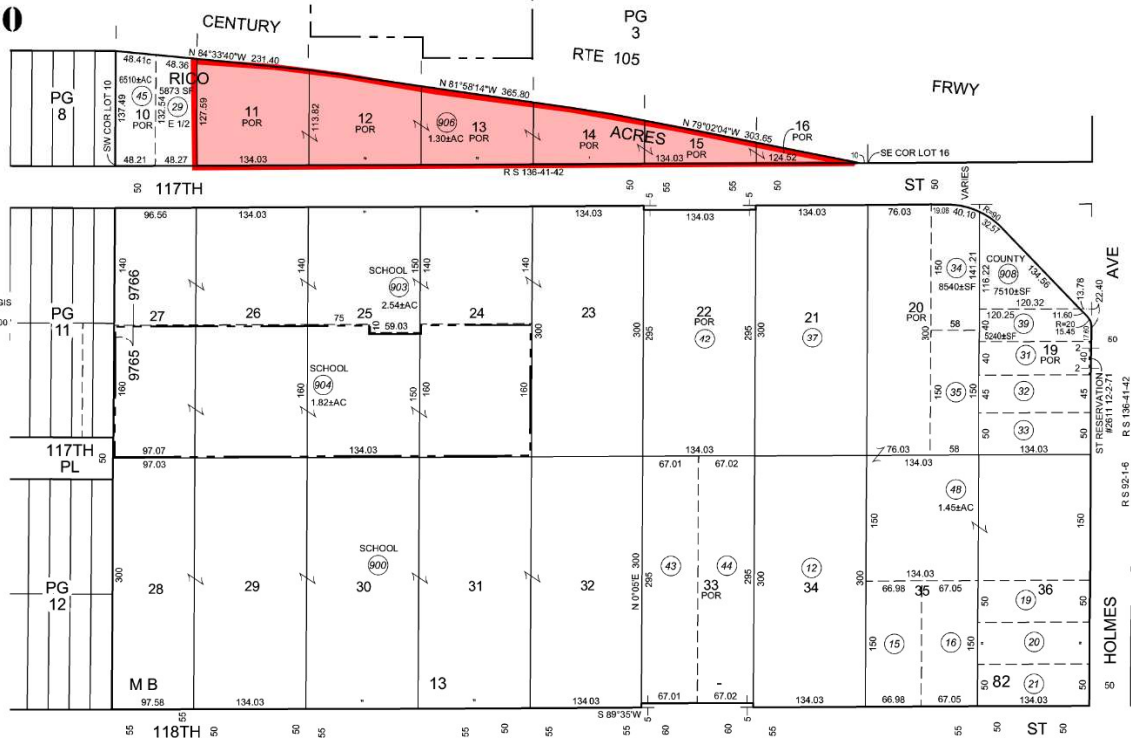


EXHIBIT K

Form of Operating Memorandum

RECORDING REQUESTED BY:

**LOS ANGELES COUNTY DEPT. OF
REGIONAL PLANNING**

AND WHEN RECORDED MAIL TO:

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

OPERATING MEMORANDUM

**DEVELOPMENT AGREEMENT BY AND AMONG LOS ANGELES COUNTY
AND CDU/MLK WELLNESS COLLABORATIVE, LLC**

This OPERATING MEMORANDUM (this “Memorandum”), effective as of _____, 20__ (“Effective Date”), is made by the COUNTY OF LOS ANGELES, a body corporate and politic (“County”) and provided to and for the benefit of CDU/MLK WELLNESS COLLABORATIVE, LLC, a California limited liability company (“Developer”).

RECITALS

A. In accordance with the Development Agreement Act, of the State of California (Government Code Section 65864 *et seq.*), Title 22, Chapter 22.162 of the Los Angeles County Code (“Development Agreement Ordinance”), and the implementing procedures of the County, the County acting through its Board of Supervisors, adopted Ordinance No. _____, on _____, 2026 approving a Development Agreement (the “Development Agreement”) for a project as therein described (the “Project”) on certain real property located within Los Angeles County, as more particularly described therein and on Exhibit A attached hereto and incorporated herein by this reference (the “Property”). [If any amendments have been made, identify such amendments in this recital and revise defined terms accordingly.]

A. The Development Agreement was recorded in the Office of the Recorder of the County of Los Angeles, State of California on _____ 2026, as Instrument No. _____. Unless otherwise defined in this Certificate, all initially capitalized defined terms used in this Certificate and not otherwise defined shall have the meanings ascribed to such terms in the Development Agreement.

B. Pursuant to Section 7.9.1 of the Development Agreement, Developer and the County may set forth certain changes, adjustments and/or clarifications in an Operating Memorandum, which changes, adjustments and/or clarifications are intended to constitute ministerial clarifications to the Development Agreement.

C. Developer has requested that the County execute this Memorandum for purposes of _____ (the “Requested Clarifications”). [TO BE FILLED IN]

D. The County has determined that the Requested Clarifications will not result in material change in fees or cost, an increase in the density or intensity of use, material change in permitted uses, an increase in maximum height and size of buildings, a decrease in the amount of land to be dedicated for public purposes (including without limitation Community Benefits), or the reduction of improvement or construction standards and specifications for the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, which are hereby incorporated into this Memorandum as if set forth in full herein, the mutual covenants contained herein, and other good and valuable consideration, which the parties hereby acknowledge as adequate and sufficient, Developer and the County hereby agree as follows:

1. Not an Amendment. The Requested Clarifications are intended to provide clarification of the terms of the Development Agreement, and shall not constitute an amendment thereof.

2. Determinations Conclusive. This Memorandum constitutes and shall evidence the County’s conclusive determination of the matters set forth herein.

[Signature page follows.]

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT A

Legal Description of Property

EXHIBIT A

DISTRICT PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 37, INCLUSIVE, IN BLOCK 7 OF TRACT NO. 5018, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGE 21 OF MAPS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 27 CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED SEPTEMBER 10, 1971 AS INSTRUMENT NO. 4660, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 19 FEET, TANGENT TO SAID NORTHERLY LINE AND TANGENT TO THE WESTERLY LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG SAID CURVE 29.72 FEET TO SAID WESTERLY LINE; THENCE NORTHERLY ALONG SAID WESTERLY LINE 18.88 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 37 CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED SEPTEMBER 10, 1971 AS INSTRUMENT NO. 4660, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT A DISTANCE OF 5.00 FEET; THENCE SOUTHEASTERLY IN A DIRECT LINE 7.05 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT EASTERLY THEREON 5.00 FEET FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 5.00 FEET TO SAID POINT OF BEGINNING.

PARCEL 2:

LOTS 23 THROUGH 32, INCLUSIVE, OF RICO ACRES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING FROM LOT 29 AND PORTIONS OF LOTS 26 AND 31, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS LOCATED BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID PROPERTY WITHOUT

THE RIGHT OF ENTRY IN OR UPON THE SURFACE OF SAID PROPERTY OR ANY PORTION THEREOF TO DEPTH OF 500 FEET FROM THE SURFACE THEREOF.

APN: 6149-012-901, 6149-014-900, 6149-014-903, 6149-014-904

THOSE PORTIONS OF LOTS 10 THROUGH 16 INCLUSIVE, OF RICO ACRES, IN THE RANCHO TAJAUTA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 10; THENCE ALONG THE WESTERLY LINE OF SAID LOT 10, NORTH 00° 11' 10" EAST, 137.49 FEET; THENCE SOUTH 84° 33' 40" EAST, 231.40 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 11, DISTANT ALONG SAID EASTERLY LINE NORTH 00° 05' 21" EAST 113.82 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 11; THENCE SOUTH 81° 58' 14" EAST, 365.80 FEET; THENCE SOUTH 79° 02' 04" EAST, 303.65 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 10.00 FEET OF SAID LOT 16 WITH THE SOUTHERLY LINE OF SAID LOT 16; THENCE ALONG THE SOUTHERLY LINES OF SAID LOTS 16, 15, 14, 13, 12, 11 AND 10, SOUTH 89° 34' 08" WEST, 891.15 FEET TO THE POINT OF BEGINNING.

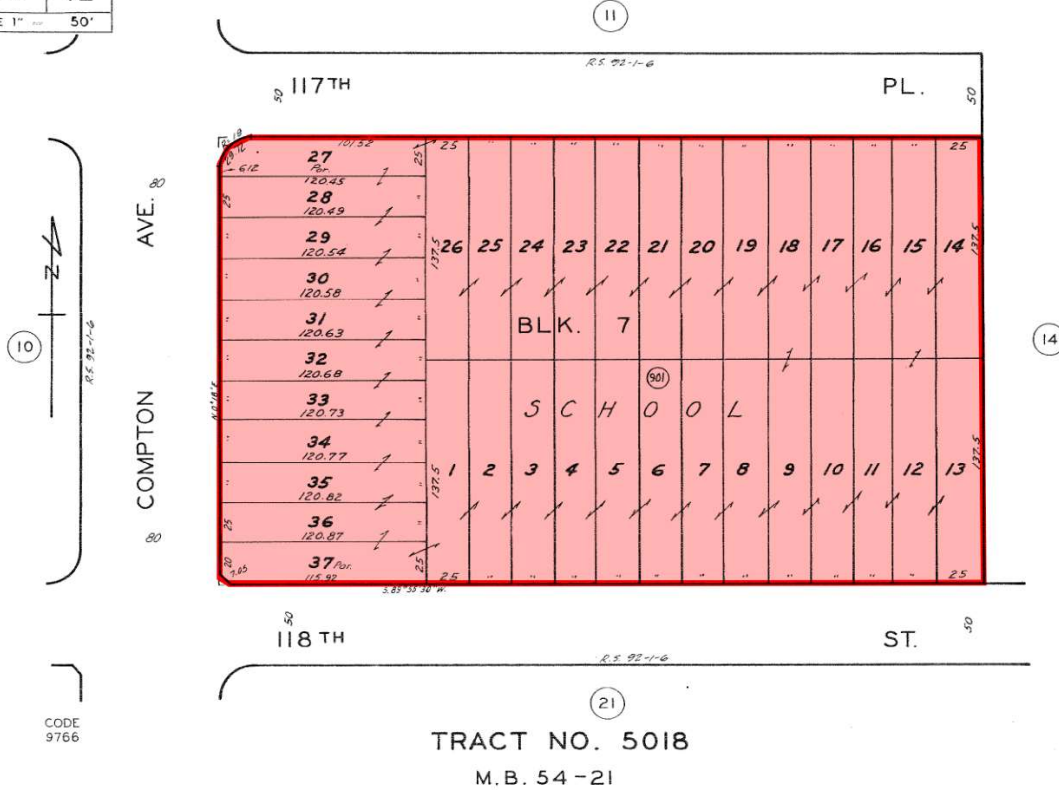
EXCEPT THAT PORTION OF EAST HALF AND WEST HALF OF LOT 10 IN DEED RECORDED DECEMBER 2, 1986, AS INSTRUMENT NO. 1664668 OFFICIAL RECORDS, FEBRUARY 26, 1981, AS INSTRUMENT NO. 207153 OFFICIAL RECORDS.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS APPURTENANT TO THE ABOVE-DESCRIBED REAL PROPERTY IN AND TO THE ADJACENT STATE FREEWAY.

SUBJECT TO THE EXCEPTION THEREFROM, ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN CONVEYED PARCEL OF LAND AND THE RIGHTS THERETO, TOGETHER WITH CERTAIN OTHER CONDITIONS, AS EXCEPTED IN DEED (STATE PARCEL 55839), TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 30, 1984 AS DOCUMENT NO. 84-1413064, OFFICIAL RECORDS, IN DEED (STATE PARCEL 55840) RECORDED FEBRUARY 5, 1974 IN BOOK D6160, PAGE 708 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55841) RECORDED NOVEMBER 30, 1977 AS DOCUMENT NO. 77-1315830 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55842) RECORDED JUNE 18, 1981 AS DOCUMENT NO. 81-606841 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55844) RECORDED APRIL 14, 1981 AS DOCUMENT NO. 81-372260 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55849) RECORDED APRIL 20, 1982 AS DOCUMENT NO. 82-404929 OFFICIAL RECORDS, IN DEED (STATE PARCEL 55850) RECORDED JUNE 12, 1981 AS DOCUMENT NO. 81-586066, OFFICIAL RECORDS, IN DEED (STATE PARCEL 55852) RECORDED JULY 6, 1979 AS DOCUMENT NO. 79-736372 OFFICIAL RECORDS, IN DEED

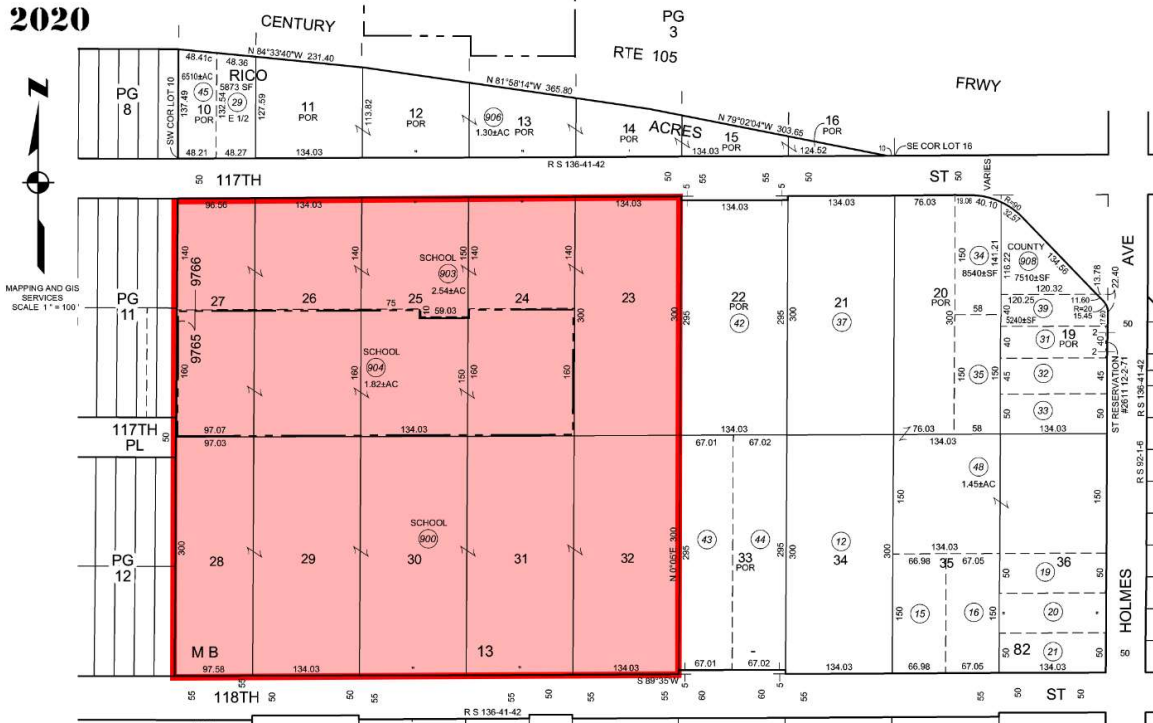
(STATE PARCEL 55854) RECORDED FEBRUARY 26, 1981 AS DOCUMENT NO. 81- 207153
OFFICIAL RECORDS, IN DEED (STATE PARCEL 62306) RECORDED OCTOBER 26, 1981
AS DOCUMENT NO. 81-1051502 OFFICIAL RECORDS, IN DEED (STATE PARCEL 67319)
RECORDED JULY 3, 1981 AS DOCUMENT NO. 81-666449, ALL OFFICIAL RECORDS IN
SAID OFFICE.

APN: 6149-014-906



6149	14	P.A. 6149-13 & 14	TRA 9765 9766	REVISED: 870203816-87 870302612-87	87082508006001 88031406013003 88101308008001	95021010005001-14 95100402002001-14 95052703001001-14	2001061306 2016052502-14 2018081422012001-14	2020031721002001-14 2020031721003003-14	SEARCH NO
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2020



6149	14	P.A. 6149-13 & 14	TRA 9765 9766	REVISED: 870203816-87 870302612-87	87082508006001 88031406013003 88101308008001	95021010005001-14 951004020012001-14 98052703001001-14	2001061306 2016062602-14 2018081422012001-14	2020031721002001-14 2020031721003003-14	SEARCH NO	
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2020



MAPPING AND GIS
SERVICES
SCALE 1"=100'

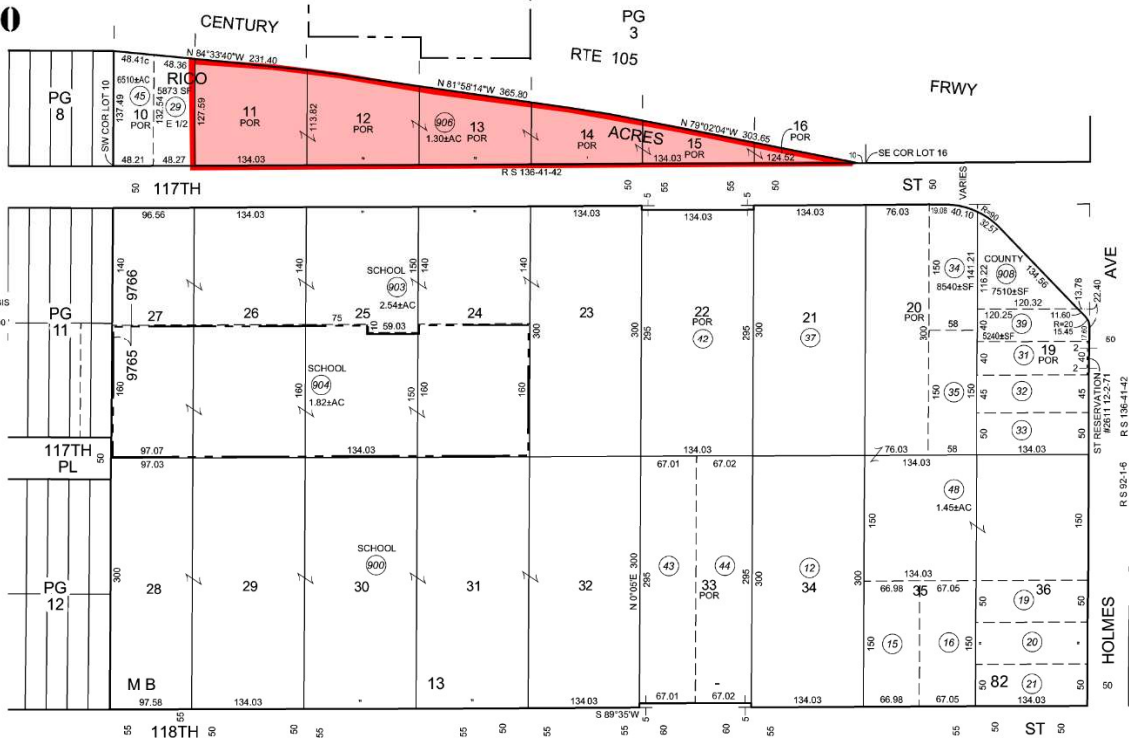


EXHIBIT L

Street Vacation Area

LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 33, 39 THROUGH 43, 45, AND 118TH STREET (FORMERLY COLUMBUS AVENUE), 50.00 FEET WIDE, AS SHOWN ON THE MAP OF RICO ACRES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 34 OF SAID RICO ACRES, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID 118TH STREET; THENCE WESTERLY, ALONG SAID NORTHERLY LINE 97.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE PERPENDICULAR, LEAVING SAID NORTHERLY LINE, SOUTH 00°25'00" EAST, 4.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 38.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 01°28'28" EAST; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 111°42'48", AN ARC LENGTH OF 74.09 FEET TO A POINT ON A NON-TANGENT LINE, SAID LINE BEING PARALLEL WITH AND DISTANT 5.00 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAID 118TH STREET, SAID LINE ALSO BEING ON THE SOUTHERLY LINE OF THE ROAD DEED RECORDED APRIL 4, 1975 AS INSTRUMENT NUMBER 4443, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID PARALLEL LINE SOUTH 89°35'00" WEST, 268.13 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 41, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE ROAD DEED RECORDED AUGUST 6, 1975 AS INSTRUMENT NUMBER 3950, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, NORTH 00°05'00" EAST, 5.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 41; THENCE ALONG SAID SOUTHERLY LINE OF 118TH STREET, SOUTH 89°35'00" WEST, 54.03 FEET TO A POINT BEING 80.00 FEET WESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 42; THENCE ALONG A LINE PARALLEL WITH AND DISTANT 80.00 FEET WESTERLY OF SAID LOT 42, SOUTH 00°05'00" WEST, 5.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHERLY FROM SAID SOUTHERLY LINE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE ROAD DEED RECORDED JANUARY 7, 1988 AS INSTRUMENT NUMBER 1988-20879, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID PARALLEL LINE SOUTH 89°35'00" WEST, 214.04 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 43; THENCE ALONG SAID WESTERLY LINE NORTH 00°05'00" EAST, 5.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 43; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°35'00" WEST, 134.04 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 45; THENCE ALONG THE EASTERLY LINE OF SAID LOT 45, SOUTH 00°05'00" WEST, 5.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHERLY FROM SAID SOUTHERLY LINE, SAID POINT ALSO BEING ON THE SOUTHEASTERLY CORNER OF THE DEDICATION GRANTED TO THE CITY OF LOS ANGELES, AS SHOWN ON PARCEL MAP NO. 18554 AS FILED IN BOOK 217, PAGES 41 AND 42, OF PARCEL MAPS, IN THE OFFICE OF RECORDER OF SAID COUNTY; THENCE ALONG SAID PARALLEL LINE SOUTH 89°35'00" WEST, 7.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 38.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 70°38'51" EAST; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 109°39'21", AN ARC LENGTH OF 72.73 FEET TO A POINT ON A NON-TANGENT LINE, SAID LINE BEING PERPENDICULAR AND MEASURES 4.15 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID 118TH STREET; THENCE ALONG SAID PERPENDICULAR LINE NORTH 00°25'00" WEST, 4.15 FEET TO A POINT ON SAID NORTHERLY LINE; THENCE ALONG SAID NORTHERLY LINE NORTH 89°35'00" EAST, 579.33 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 32, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE ROAD DEED RECORDED JANUARY 7, 1988 AS INSTRUMENT NUMBER 1988-20878, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY LINE OF SAID LOT 32 NORTH 00°05'00" EAST, 5.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 5.00 FEET NORTHERLY OF SAID NORTHERLY LINE; THENCE ALONG SAID PARALLEL LINE NORTH 89°35'00" EAST, 134.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 33; THENCE ALONG SAID EASTERLY LINE SOUTH 00°05'00" WEST, 5.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 33; THENCE ALONG SAID NORTHERLY LINE NORTH 89°35'00" EAST, 37.02 FEET TO THE TRUE POINT OF BEGINNING.

END OF DESCRIPTION.

CONTAINING: 37,714 SQUARE FEET, 0.866 ACRES, MORE OR LESS.

SUBJECT TO: ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

EXHIBIT "B": ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE DIRECTION OF:

kpff

700 South Flower St., Suite 2100
Los Angeles, CA 90017
O: 213.418.0201
F: 213.266.5294
www.kpff.com



CHRISTOPHER JONES, PLS 8193
chr is .jones@kpff .com

02/18/2025



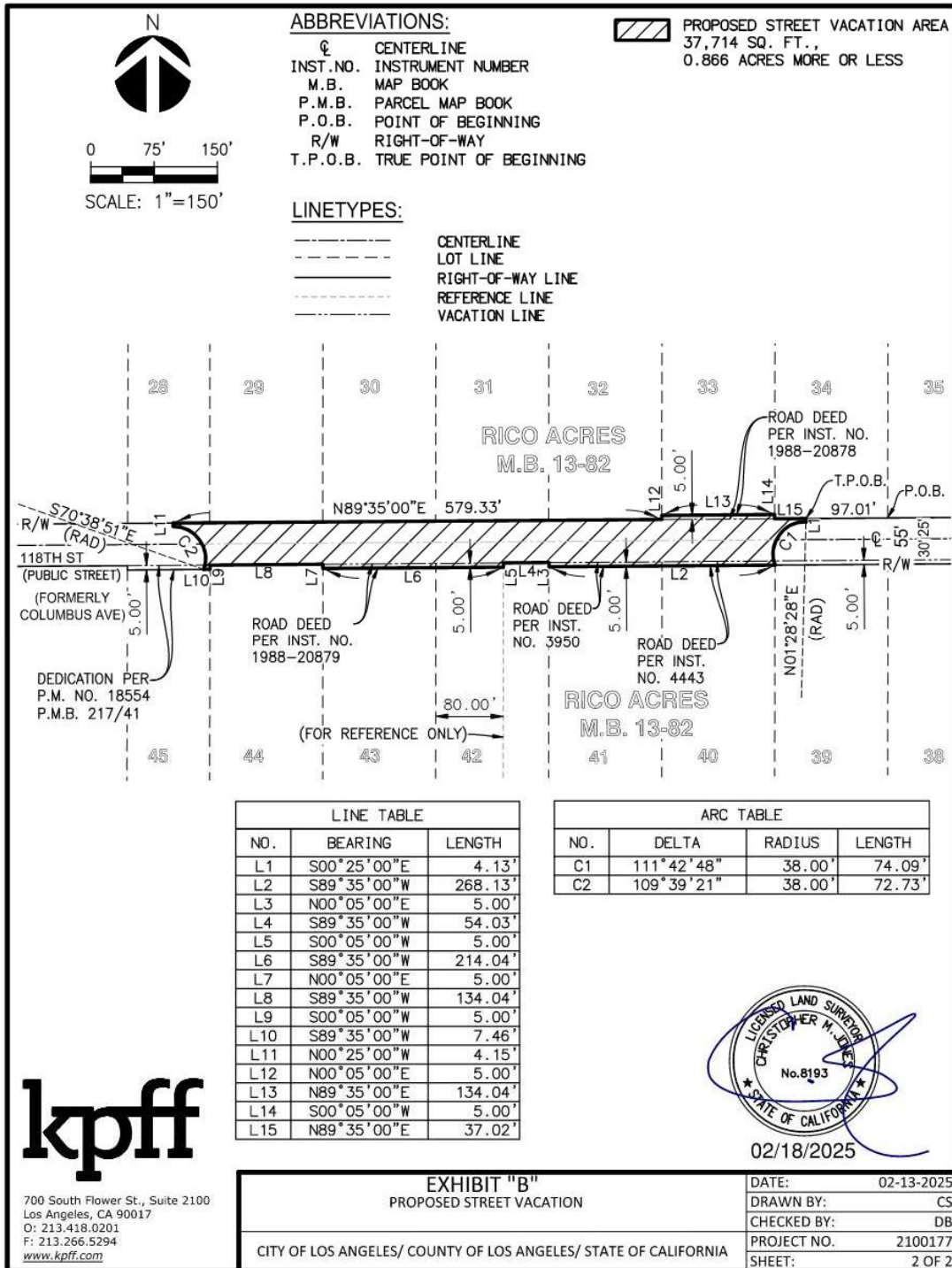
EXHIBIT "A" PROPOSED STREET VACATION

CITY OF LOS ANGELES/ COUNTY OF LOS ANGELES/ STATE OF CALIFORNIA

DATE:	02-13-2025
DRAWN BY:	CS
CHECKED BY:	DB
PROJECT NO.	2100177
SHEET:	1 OF 2

EXHIBIT L (cont.)

Street Vacation Area



Agenda Entries

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING	SEPTEMBER 15, 2026
DEPARTMENT NAME:	COUNTY COUNSEL
BOARD LETTERHEAD:	COUNTY COUNSEL
SUPERVISORIAL DISTRICT AFFECTED:	SECOND
VOTES REQUIRED:	3
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	☐ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

****** ENTRY MUST BE IN MICROSOFT WORD ******

Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for, with whom the action is being taken, fiscal impact, including money amounts, funding sources and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

Recommendation: Adopt findings, conditions, and order for approval of Project No. PRJ2023-002770-(2), consisting of Specific Plan Amendment No. RPPL2023004093-(2), Development Agreement No. RPPL2023005669-(2), Conditional Use Permit No. RPPL2023004092-(2), Ministerial Site Plan Review No. RPPL2024001835-(2), Administrative Housing Permit No. RPPL2023004095-(2), and Environmental Plan No. RPPL2023004097-(2), to authorize expansion of the Charles Drew University, consisting of university offices, university athletics facilities, student and faculty/staff housing, and non-university related affordable housing on a property located at 1667 East 118th Street, Willowbrook, California 90059 in the unincorporated community of Willowbrook, applied for by the CDU/MLK Wellness Collaborative, LLC. (On June 30, 2026, the Board indicated its intent to approve the project.) (County Counsel) (Relates to Item Nos. ____, ____, and __)

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING	SEPTEMBER 15, 2026
DEPARTMENT NAME:	COUNTY COUNSEL
BOARD LETTERHEAD:	COUNTY COUNSEL
SUPERVISORIAL DISTRICT AFFECTED:	SECOND
VOTES REQUIRED:	3
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	☐ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

******* ENTRY MUST BE IN MICROSOFT WORD *******

Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for, with whom the action is being taken, fiscal impact, including money amounts, funding sources and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

Recommendation: Ordinance for adoption amending Title 22 of the Los Angeles County Code to amend principal use regulations and development standards of the Willowbrook Transit-Oriented District Specific Plan (Specific Plan) as of August 2, 2023, applicable to projects in the Mixed Use 1 and Mixed Use 2 Zones and bring the Specific Plan in compliance with current County policies. (On June 30, 2026, the Board indicated its intent to approve the project.) (County Counsel) (Relates to Items __, __, and __)

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING	SEPTEMBER 15, 2026
DEPARTMENT NAME:	COUNTY COUNSEL
BOARD LETTERHEAD:	COUNTY COUNSEL
SUPERVISORIAL DISTRICT AFFECTED:	SECOND
VOTES REQUIRED:	3
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	☐ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

****** ENTRY MUST BE IN MICROSOFT WORD ******

Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for, with whom the action is being taken, fiscal impact, including money amounts, funding sources and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

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EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING	SEPTEMBER 15, 2026
DEPARTMENT NAME:	COUNTY COUNSEL
BOARD LETTERHEAD:	COUNTY COUNSEL
SUPERVISORIAL DISTRICT AFFECTED:	SECOND
VOTES REQUIRED:	3
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	☐ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

****** ENTRY MUST BE IN MICROSOFT WORD ******

Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for, with whom the action is being taken, fiscal impact, including money amounts, funding sources and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

Recommendation: Ordinance approving the Charles Drew University development agreement, pursuant to sections 65864 and 65867.5 of the California Government Code and Los Angeles County Code Title 22, Chapter 22.162.080. (On June 30, 2026, the Board indicated its intent to approve the project.) (County Counsel) (Relates to Items __, __, and __)