

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of the Effective Date by and between Climate Resolve, a California nonprofit public benefit corporation, on the one hand, and Centennial Founders LLC, a Delaware Limited Liability Company (“Centennial”), and Tejon Ranchcorp, a California corporation (“Tejon Ranchcorp”) on the other hand.

DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below.

Board and CMG Board: the Board of Directors of the Centennial Monitoring Group.

Business As Usual Emissions (“BAU Emissions”): for purposes of this Agreement, BAU is 15 million metric tons of greenhouse gas emissions (MMTCO₂e).

California Air Resources Board (“CARB”): The California regulatory agency named “California Air Resources Board.”

California Environmental Quality Act (“CEQA”) is California Public Resources Code sections 21000-21189.7.

Centennial Monitoring Group (“CMG”): A non-profit entity to be established by Climate Resolve as set forth in this Agreement to monitor Centennial’s and Tejon Ranchcorp’s compliance with this Agreement.

Climate Action Reserve (“CAR”): The California corporation named “Climate Action Reserve.”

County: Los Angeles County.

Disadvantaged Communities (“DACs”): Communities identified as such by the California Environmental Protection Agency under Health and Safety Code § 39711.

Disadvantaged Vulnerable Communities (“DVCs”): The 25% highest-scoring areas according to the California Communities Environmental Health Screening Tool (CalEnviroScreen), all tribal lands, areas with median household incomes below 60% of the state median, and areas that score in the highest 5% of Pollution Burden with CalEnviroScreen but don’t receive an overall score due to poor data.

Dwelling Unit: a structure or the part of a structure that is used as a home or residence by one or more persons maintaining a household, including but not limited to attached or detached homes, apartments and condominiums.

Effective Date: the Effective Date of this Agreement is November 30, 2021.

Electric Vehicle Supply Equipment (“EVSE”): A station for charging electric vehicles. One EVSE may have one or more connectors that each allow an EV to be charged.

Environmental Impact Report (“EIR”): The Environmental Impact Report certified by Los Angeles County on April 30, 2019 (State Clearinghouse Number 2004031072).

Fire Protection Plan (“FPP”): A plan for reducing fire risk on and around the Project Site, as drafted by Centennial, as updated from time to time. A copy of the current version of the FPP is attached to this Agreement as Exhibit 1.

Greenhouse Gases (“GHGs”): Gases which contribute to the greenhouse effect, including carbon dioxide and methane.

Inflation-Adjusted: Adjusted based on the Consumer Price Index for Los Angeles/Riverside/Orange Counties, using the Effective Date as a baseline.

Itemized GHG Mitigation Measures: Those measures set forth in Section 1.a below, to mitigate the Project’s GHG emissions.

Litigation: The case captioned Climate Reserve v. County of Los Angeles, Los Angeles Superior Court Case No. 19STCP01917, filed May 15, 2019.

Mitigation: For purposes of this Agreement, the term “mitigation” or “Mitigation” shall be understood in its most generic sense and shall not be limited in any technical sense as a Los Angeles County CEQA term.

Mitigation Credit: A certification or other documented award by CARB or a CARB-approved registry that is equivalent to one metric ton of carbon-dioxide-equivalent greenhouse gas emissions that is or will be reduced, sequestered, or avoided.

MTCO_{2e} means metric tons of CO₂ equivalent.

Non-Itemized GHG Mitigation Measures: Those measures set forth in Section 1.b, below, to mitigate the Project’s GHG emissions.

Non-Residential: Square footage constructed to include commercial, employment, institutional, or other non-residential uses authorized at the Project Site which does not include Dwelling Units. Mixed use structures may include Non-Residential square footage, and Dwelling Units.

Parties: the parties to this Agreement, Climate Resolve, Centennial Founders LLC, and Tejon Ranchcorp.

Project: the entire Centennial Project and offsite improvements, as described in the EIR.

Project Site: That certain real property commonly known as Centennial comprising approximately a 12,323-acre portion of the Tejon Ranch, in the geographical area covered by the

Centennial Specific Plan No. 02-0232-(5) and offsite improvements associated therewith as described in the EIR.

SCAQMD: South Coast Air Quality Management District.

Tejon Ranch: That certain real property commonly known as Tejon Ranch comprising approximately 270,000 acres, as further described and depicted on Exhibit 2 attached hereto.

Vehicles:

- Vehicles are classed according to their **Gross Vehicle Weight Rating (“GVWR”)**.
- **Light-Duty:** Cars and trucks of classes 1 through 3, weighing less than 14,000 pounds GVWR.
- **Medium-Duty:** Trucks of classes 4 through 6, weighing between 14,000 and 26,000 pounds GVWR
- **Heavy-Duty:** Trucks of classes 7 through 9, weighing 26,000 pounds or more GVWR.

RECITALS

- A. Centennial is the applicant for a master-planned development project encompassing the development of up to 19,333 dwelling units, 8,529,048 square feet of business park commercial and recreational/entertainment uses, 1,568,160 square feet of institutional/civic uses, 5,624 acres of open space, 163 acres of parks, and other uses sited on an approximately 12,323-acre portion of the approximately 270,000-acre Tejon Ranch. The Project Site is largely unimproved land located approximately one mile east of Interstate 5 in the northwestern portion of the Antelope Valley in unincorporated Los Angeles County. The Property and the Project are approximately 35 miles north of Santa Clarita, 5 miles east of Gorman, 36 miles west of Lancaster, and 50 miles south of Bakersfield. State Route 138 runs through the southern portion of the Property.
- B. On April 30, 2019, Los Angeles County, through its Board of Supervisors certified the EIR pursuant to CEQA for the development of the mixed-use, mixed-income master planned Centennial community on land owned by Tejon Ranchcorp, including offsite infrastructure improvements identified in the EIR.
- C. On April 30, 2019, the County also issued initial entitlement approvals for the Project, consisting of (a) the Centennial Specific Plan to govern the Project’s development, (b) a General Plan Amendment to amend the highway maps of the Los Angeles County General Plan and the County’s Antelope Valley Area Plan, (c) a Zoning Ordinance Amendment to change the Property’s zoning from Open Space, Light Agricultural-Two Acre Minimum Required Lot Area, Residential Planned Development, Commercial

Planned Development, and Manufacturing Industrial Planned Development to SP (Specific Plan), (d) a Vesting Tentative Parcel Map to create 20 large-lot parcels on 8,408 acres of the Property for lease, conveyance, and financing purposes only, (e) a Conditional Use Permit to authorize the Specific Plan development process, and (f) a development agreement to vest the approved land use entitlements and provide specified community benefits including but not limited to affordable housing.

- D. On May 15, 2019, Climate Resolve filed a petition commencing litigation in the Los Angeles County Superior Court captioned Climate Resolve v. County of Los Angeles, et al. (Case No. 19STCP01917), challenging the County's approval of the Project and its certification of the EIR.
- E. On April 5, 2021, after briefing and oral argument, the court issued an order granting in part Climate Resolve's petition.
- F. Subsequent to the court's decision, Climate Resolve and Centennial have mutually agreed to make certain additional commitments to assure that the Project will be a Net Zero GHG Project, including mandates that are more stringent than those agreed to in previously-approved projects in Los Angeles County.
- G. Climate Resolve and Centennial have mutually agreed to make certain additional commitments to fund wildfire prevention, protection and response activities within the Project, and to fund grants to improve wildfire prevention, protection and response activities in nearby communities.
- H. Climate Resolve and Centennial have mutually agreed to fund ongoing compliance monitoring to assure that Centennial complies with the net-zero and fire-protection obligations in this agreement.
- I. For purposes of this Agreement, implementation of the measures included in Section 1 will make the Project a net zero GHG project ("Net Zero GHG Project"), and the measures included in Section 1.e will mitigate wildfire risks.
- J. The purpose of this Agreement is to resolve and settle all disputes between the Parties involving the Litigation, the Project, and Los Angeles County, and for Climate Resolve to agree to not pursue or support litigation or other challenges to future agency approvals of the Project that are consistent with the approved scope of the Project as set forth in the EIR or other projects on Tejon Ranch as further described herein, provided that Centennial and Tejon Ranchcorp fully comply with their obligations in this Agreement.

AGREEMENT

The Parties agree as follows:

1 Centennial's Obligations

The Project will be a Net Zero GHG Project. To accomplish this goal, Centennial will mitigate the Project's GHG emissions with two types of GHG mitigation measures: (1) Itemized GHG Measures, and (2) Non-Itemized GHG Measures, both as set forth herein.

Centennial will also implement measures to reduce the risk of wildfires in the vicinity of the Project.

Tejon Ranchcorp owns all Tejon Ranch land relevant to this Agreement. Tejon Ranchcorp formed Centennial LLC to develop the Project. Centennial is the obligor under this Agreement, but (a) Tejon Ranchcorp is obligated to enforce a ban on natural gas service to residences in the Grapevine project located in Kern County and located on Tejon Ranch ("Grapevine Project"); and (b) as described in Section 6.a, Tejon Ranchcorp shall assume Centennial's obligations under this Agreement if Centennial (including without limitation Centennial's successors or assigns) fails to perform Centennial's obligations in compliance with the outcome of the meet and confer process set forth in Section 5 of this Agreement or 90 days following the issuance of an arbitration award against Centennial as set forth in Section 5.

a. Itemized GHG Mitigation Measures

Centennial, to the extent it is a direct consumer of electricity on the Project Site, shall use the 100% renewable CCA option in Los Angeles County for construction activity.

1. Residential. Centennial will:

- a) Provide an Inflation-Adjusted \$5,000 in reimbursement incentives to the renters or purchasers of each of the Project's Dwelling Units starting at the time of purchase or rental to support the purchase of an EV, until such time as the incentive has been provided to 50% the Project's Dwelling Units. Informational material on the incentives shall be provided at the time of home purchase or rental and regularly advertised through HOA communications;
- b) Install one operable Level-2 or higher-capacity EVSE at each single-family Dwelling Unit;
- c) Install operable Level 2 or higher-capacity EVSEs in the parking area of each multi-unit Residential building in such capacity so that one electrical charger is provided for one assigned parking space of each Dwelling Unit.

2. Non-Residential. Centennial will:
 - a) Install in nearby parking spaces for all Non-Residential structures operable Level 2 or higher-capacity EVSEs at a rate of at least one EVSE for each 3,500 square feet of space and no fewer than 3,500 charging connectors;
 - b) Install 100 operable EVSEs to serve Medium-Duty and Heavy-Duty vehicles at Tejon Ranch Commerce Center;
 - c) Include in enforceable Covenants, Conditions and Restrictions or other enforceable obligations (collectively, "CC&Rs") that future Non-Residential owners maintain and keep operable the EVSEs on their respective properties, and include in CC&Rs a non-enforceable encouragement to opt into any available 100% renewable energy source as a power supply.
 - d) Provide \$7,500 in reimbursement incentives per vehicle for 500 vehicles to businesses that conduct activities on Tejon Ranch to purchase Medium-Duty and Heavy-Duty vehicles expected to be used in part on Tejon Ranch, for a total of \$3,750,000. The EV incentive shall be offered in for Class 1-7 trucks or vans.
3. Other Fleets. Centennial will:
 - a) Provide an EV grant program of \$5,000 per vehicle for 300 vehicles, for public agency service fleets that serve the Project's community, but are controlled by public agencies not specific to the Project, such as for public safety, maintenance, and operations for a total of \$1,500,000;
 - b) Provide an EV grant program of \$5,000 per vehicle to provide for up to 100 vehicles for Project-specific community agencies or organizations, including the Homeowners Association, Commercial and Hospitality Associations, and Transportation Management Association.
 - c) The total amount of the incentives described in subparagraphs (a) and (b) immediately above shall be \$2,000,000.
 - d) Provide incentives totaling \$8,000,000 to support the purchase of school and transit buses and vans for the Project's schools and community transit fleets, and for the installation of EVSEs to serve them.
4. SCAQMD Offsite Chargers. Centennial will:
 - a) Install 5,000 operable Level 2 or higher-capacity EVSEs within the SCAQMD territory. The EVSEs will be sited and operated in

Disadvantaged Communities or Disadvantaged Vulnerable Communities. These EVSEs will be non-networked (“dumb”) to the extent such EVSEs are available and commercially feasible.

5. Onsite Reductions. Centennial will further mitigate GHG within the Project Site as described in the following four paragraphs.
 - a) Centennial will include in CC&Rs that no natural gas infrastructure may be installed within the Project Site for residential buildings, recreation centers, and/or public facilities, and will through CC&Rs ensure that natural gas use is prohibited in such structures. Centennial will likewise include in such CC&Rs the prohibition of natural gas by Non-Residential tenants for non-essential uses, which include space heating, non-industrial water heating, space cooling, and non-commercial cooking. Fireplaces that use fossil fuels will be prohibited in Centennial. If the Project’s Non-Residential customers procure biogas, then Centennial shall ask the Southern California Gas Company (“SoCalGas”) to report on the origins of that biogas as a term of their contracting and shall include that report in the annual reports described below.
 - b) All building developers, including without limitation residential, commercial, industrial, or public buildings, shall install battery storage systems as required by code, or, if battery storage systems are not required by code, shall be required to offer them as an option available for purchase or lease.
 - c) Centennial will include in CC&Rs that Community Choice Aggregation or an equivalent Southern California Edison (“SCE”) plan with 100% Clean Power (“Clean Power Plan”) is required to the extent allowed by law, and is the default choice when not required by law, for all residents, businesses, recreation centers, and public facilities at the Project.
 - d) Tejon Ranchcorp will include in CC&Rs that no natural gas infrastructure may be installed for residential buildings on the Grapevine project, and will through CC&Rs ensure that natural gas use is prohibited in such structures. Tejon Ranchcorp will include in CC&Rs that fireplaces that use fossil fuels shall be prohibited at Grapevine.
6. Itemized GHG Mitigation Measures Timing. The Itemized GHG Mitigation Measures shall be implemented as set forth below:
 - a) Residential EV incentives shall be provided as described in Section 1.a.1.a above.
 - b) Residential EVSEs shall be installed and made operable prior to the

Dwelling Unit's receipt of its certificate of occupancy.

- c) Non-Residential EVSEs shall be installed and made operable prior to each respective Non-Residential buildings' receipt of certificate of occupancy.
- d) Non-Residential EVSEs shall be installed and made operable to serve Medium-Duty and Heavy-Duty vehicles at Tejon Ranch Commerce Center, with 1 EVSE required to be installed prior to receipt of a certificate of occupancy for the 100,972nd square feet of non-residential uses at Centennial, and 1 additional EVSE required prior to issuance of a certificate of occupancy for each subsequent 100,972 square feet of non-residential uses thereafter.
- e) A total of \$2,000,000 in EV incentives shall be offered to public service and community service fleet vehicles used at Centennial, to be awarded in \$5,000 grants with one \$5,000 grant awarded prior to the certificate of occupancy for the 48th Dwelling Unit, and additional \$5,000 grants for every subsequent 48th Dwelling Unit until the incentives are fully depleted. Incentives shall be offered continuously with active marketing efforts.
- f) A total of \$3,750,000 in EV incentives shall be offered to businesses or other entities for Class 1-7 Vehicles that conduct activities on Tejon Ranch, to be awarded in \$7,500 grants with one \$7,500 grant award prior to the certificate of occupancy for the 38th Dwelling Unit, and additional \$7,500 grants for every subsequent 38th Dwelling Unit until such incentives are fully depleted. Incentives shall be offered continuously with active marketing efforts.
- g) A total of \$8,000,000 shall be awarded in EV and EVSE incentives for the Project's schools and community transit fleets, with one \$20,000 grant awarded prior to the certificate of occupancy for the 48th Dwelling Unit and an additional \$20,000 grant for each subsequent 48th Dwelling Unit thereafter.
- h) A total of 5,000 EVSEs shall be installed within SCAQMD, with the first EVSE installed prior to issuance of a certificate of occupancy for the 4th Dwelling Unit, with one additional EVSE installed for every 4th Dwelling Unit thereafter.

b. Non-Itemized GHG Mitigation Measures

Centennial will become a Net Zero GHG Project by also implementing the Non-Itemized GHG Mitigation Measures, as described in this Section 1.b of the Agreement and in Exhibit 3 to further mitigate the Project's GHG emissions by 6,964,111 MTCO_{2e}. The mitigation measures

implemented under this Section 1.b will be in addition to the Itemized GHG Mitigation Measures described in Section 1.a above, and the emissions mitigations achieved by the Itemized GHG Mitigation Measures will not count toward the 6,964,111 MTCO₂e in Non-Itemized GHG Mitigation Measures required by this section.

1. Centennial may implement additional onsite GHG reduction measures beyond those required as Itemized GHG Mitigation Measures for submittal to the CMG as described below in Section 3.e.5; however, if all of the Project's GHG emissions cannot first be fully mitigated by direct GHG emissions reductions within the Project, then Centennial shall achieve Net Zero GHG as required by this Agreement by funding direct investments in offsite GHG emissions reduction projects that generate direct GHG emissions reductions.
 - a) Centennial shall fund only Direct Mitigation Projects that generate qualified GHG credits under the CAR's Climate Forward program from CAR's approved list of methodologies, under a CARB protocol, or under a protocol listed under one of CARB's approved list of Offset Project Registries, which are currently American Carbon Registry ("ACR"), CAR, and Verra (collectively, "Registries"); provided, however, that evidence of actual GHG reductions from these Registries shall be confirmed by these Registries prior to issuance of certificates of occupancy for Residential or Non-Residential structures as required above.
 - b) Centennial shall obtain from such registries a certificate, report, or other written documentation of the quantity of Mitigation Credits that the registry has awarded to Centennial for Direct Mitigation Projects that Centennial has undertaken or funded. Centennial shall report such quantities of awarded Mitigation Credits in Annual Reports submitted to the CMG Board and the public as set forth herein.
 - c) Centennial may elect to fund the development of new GHG mitigation methodologies under CARB or CARB-approved registries. After CARB or the CARB-approved registry approves a new methodology, Centennial may then fund Direct Mitigation Projects that generate qualified GHG credits based on that methodology.
 - d) As part of the offsite GHG mitigations, Centennial may directly undertake or fund projects on Tejon Ranch. However, any projects that reduce, avoid, or sequester GHG emissions on Tejon Ranch must result in quantified Mitigation Credits awarded by CARB or a CARB-approved registry, or approved by the CMG.

- 1) Renewable energy projects that provide power solely to the Project would be an exception. Given the Project's commitment to Zero Net Energy and 100% renewable power, Centennial may elect to develop renewable energy projects elsewhere on the Tejon Ranch to provide power solely to the Project, for example in connection with a microgrid system, without necessitating the involvement of a third-party registry. This type of renewable energy project would not qualify as a Non-Itemized GHG Mitigation Measure, but could provide a reliable source of renewable power for the Project at a lower cost per Watt than rooftop solar. (A renewable energy project on Tejon Ranch that provides power to an off taker other than the Project would require CARB or a CARB-approved registry to award Mitigation Credits for the renewable energy project to be considered a Non-Itemized GHG Mitigation Measure.)
 - e) Centennial shall not purchase emissions offsets to fulfill its mitigation obligations under this Agreement, including but not limited to those offsets offered by CARB, CAR, American Carbon Registry and Verra, unless approved as a last resort compliance option for one phase of the Project by a majority vote of the CMG Board, and only to the extent that the Board determines that it will be otherwise infeasible for Centennial to reduce or avoid the GHG emissions of that phase of the project to become a Net Zero GHG Project under the terms of the Agreement. Such a Board vote would be on a temporary, phase-by-phase case and would not be applicable to the entire Project.
- c. Locational Requirements. The locational requirement percentage distribution set forth below applies to the BAU Emissions of 15,000,000 MTCO₂e from the Project that the Parties have agreed to for purposes of this Agreement. Centennial shall become a Net Zero GHG Project by funding emissions reductions or avoidances within the following geographic limitations, in order of priority:
1. At least 51% of BAU Emissions mitigations within Tejon Ranch, which shall include all of the emission mitigations associated with the Itemized GHG Mitigation Measures, and such other reductions as may be approved either through approved Registries or by CMG as described below.
 2. At least 69.5% of BAU Emissions mitigations within California, including 0.83% of BAU Emissions mitigations within Disadvantaged Communities or Disadvantaged Vulnerable Communities. Of the 0.83% of such BAU Emissions mitigations in such Communities, 25% of such reductions shall be in Los Angeles County and the remainder shall be in San Bernardino, Kern, Riverside and Inyo Counties. Installation of EVSE's in such Communities is recognized for locational distribution purposes at 22 MTCO₂e per charger but does not count as a Non-

Itemized GHG Mitigation.

3. At least 82.25% of BAU Emission mitigations within the United States of America;
4. No more than 17.75% of BAU Emission mitigations from International projects.

d. Fifteen-Year True-Up

1. Prior to the expiration of fourteen years from the Effective Date, Centennial may elect in writing to undertake a comprehensive process (the "True-Up") for assessing the extent to which Centennial has progressed towards becoming a Net Zero GHG Project to revisit the calculations and technology assumptions used by the Parties in this Agreement in 2021 to calculate BAU emissions, and to calculate GHG reductions from Itemized and Non-Itemized GHG Mitigations, as shown in Exhibit 3 based on then-existing technology, law, market conditions, or other circumstances that result in quantifiable GHG emissions that may be different from what was used in Exhibit 3 ("Modified GHG Calculations"). The True-Up shall not authorize modifications to the locational requirements of Non-Itemized Mitigations. Further, changes to the Itemized Mitigations shall be limited to those required by changes in law, or that take advantage of improvements in technology. Non-Itemized Mitigation reduction quantities may be modified if GHG emissions as a result of the True-Up are lower (or higher) than those set forth in Exhibit 3.
2. Centennial shall provide to CMG a scope of work for the True-Up, which will include use of a qualified GHG consultant. Centennial shall work with the CMG Board to develop a schedule and consultation process for review of a draft and final True-Up Report for review and approval by the Board. Unless otherwise agreed by the Board, the True-Up Report will be received and considered during the first Board meeting of the sixteenth year following the Effective Date, along with any proposed revisions by Centennial to modify the Itemized and Non-Itemized GHG Mitigation Measures. The Board shall by majority vote agree to accept, modify or reject the True-Up Report and/or the modified GHG Calculations, or Itemized or Non-Itemized GHG Mitigation Measures. Disputes regarding the True-Up are subject to the Dispute Resolution procedures set forth in Section 5 herein. Upon Board Approval, or upon a favorable arbitration award from the Section 5 Dispute Resolution process, Centennial shall proceed to implement such Modified GHG Mitigation Measures for the remaining term of this Agreement.

e. Enhanced Wildfire Prevention and Protection

1. Centennial shall implement the Fire Protection Plan ("FPP") attached to this Agreement as Exhibit 1. The FPP shall be updated and submitted to the CMG for compliance monitoring purposes any time Centennial files a tract map to include

any new or modified state or county fire prevention, protection, and response requirements and will through CC&Rs ensure that each phase of the Project's development is at all times in compliance with then-prevailing standards and fire codes.

- a) Prior to the filing of the first application for a building permit for Dwelling Units at the Project, Centennial shall cause the creation of a master Homeowners Association ("HOA") for all Dwelling Units at Centennial to fund the ongoing implementation, including education, inspections, enforcement, and corrective action, of the FPP. Such HOA shall be authorized to assess on each Dwelling Unit at the Project an ongoing, permanent fee, tax, or assessment in the total cumulative amount for the Project of no more than \$500,000 per year, inflation adjusted, with a presumptive pro-rata allocation of \$26.00 per Dwelling Unit ("Onsite FPP Assessment"). The HOA shall disperse funds consistent with, and to further the implementation of, the FPP.
 - b) Centennial shall ensure, pursuant to the FPP, that the master Homeowners Association for Centennial will hire a qualified third-party compliance inspector approved by the Los Angeles County Fire Department to conduct a fuel management zone inspection and submit a Fuel Management Report to the CMG before June 1 of each year certifying that vegetation management activities throughout the Project site have been timely and properly performed. The CMG Board will review the Fuel Management Report and will vote whether to verify ongoing compliance of the defensible space, vegetation management, and fuel modification requirements of, and any continuing obligations imposed under, the FPP.
 - c) Every 2 years after the first Dwelling Units are occupied, Centennial and CMG will meet with the purpose of reviewing evacuation policies and Centennial will demonstrate that they are clearly understood and communicated with residents. Centennial will also work with the HOA to promote creation of Firewise USA communities within the Project.
2. Centennial shall establish a Good Neighbor Firewise Fund, which will provide grants to needs-based applicants to be awarded by the CMG to aid communities with a population of less than 100,000 within 15 miles of the boundaries of Tejon Ranch to reduce offsite fire risks, increase fire prevention, protection and response measures, and avoid adverse impacts of fire, for the Project's residents and neighboring communities. The 100,000-population limit will be adjusted commensurately with population changes in Los Angeles, Kern and Ventura Counties as documented by each Census. Centennial shall fund the Good Neighbor Firewise Fund in the inflation-adjusted amount of \$500,000 annually. CMG will review applications and award the grants to applicants based on a

majority vote of the CMG Board. The grants shall be in support of the following actions:

- a) Updating planning documents and zoning ordinances, including general plans, community plans, specific plans, local hazard mitigation plans, community wildfire protection plans, climate adaptation plans, and local coastal programs to protect against the impacts of wildfires;
- b) Developing and adopting a comprehensive retrofit strategy;
- c) Funding fire-hardening retrofits of residential units and other buildings;
- d) Reviewing and updating the local designation of lands within the jurisdiction as very high fire hazard severity zones;
- e) Implementing wildfire risk reduction standards, including development and adoption of any appropriate local ordinances, rules, or regulations;
- f) Establishing and initial funding of an enforcement program for fuel and vegetation management;
- g) Performing infrastructure planning, including for access roads, water supplies providing fire protection, or other public facilities necessary to support the wildfire risk reduction standards;
- h) Partnering with other local entities to implement wildfire risk reduction;
- i) Updating local planning processes to otherwise support wildfire risk reduction;
- j) Completing any environmental review associated with the listed activities;
- k) Covering the costs of temporary staffing or consulting needs associated with the listed activities;
- l) Implementing community-scale risk reduction programs to become Firewise USA sites;
- m) Implementing resiliency plans such as resiliency centers with stable electricity supplies (e.g., microgrid, solar, and battery equipment) available to residents during times of power shutdowns or other emergencies; and
- n) Other fire-related risk-reduction activities that may be approved by the CMG Board.

f. Reporting to Centennial Management Group

Phasing. For reporting purposes, Centennial will divide the Project among Vesting Tentative Tract Maps (referred to herein as "VTTM" or "phase"). Centennial will allocate to each phase, during the planning process, the phase's compliance obligations for: (a) Itemized GHG reduction obligations on a pro rata basis for Itemized GHG reduction obligations; and (b) Non-Itemized GHG mitigation on a pro rata basis as determined by multiplying the total amount of GHG emissions to be mitigated (6,964,111 MTCO₂e) by the percentage value of that phase. For the purpose of calculating the pro rata amount of the GHG emissions to be mitigated in the VTTM, the calculation is based on that VTTM's share of the total of the 19,333 Dwelling Units and Non-Residential square footage of 10,097,208 square feet that are included in the Project. Centennial will through CC&Rs ensure that all Project activities with the potential for generating GHG emissions are included in a phase of the Project. Concurrent with submittal to the County of any new or modified VTTM, Centennial shall submit to the CMG a GHG Mitigation Plan. Each GHG Mitigation Plan shall demonstrate how Centennial plans to reduce the phase's pro-rata share of the Project's GHG emissions as set forth herein in this Section by detailing the number of metric tons of GHG emissions that are associated with that phase and the type and amount of Itemized and Non-Itemized GHG Mitigation Measures consistent with this Agreement that Centennial will implement to achieve a Net Zero GHG Project. Upon request by Centennial, the CMG may approve Centennial's purchase and use of GHG emissions offsets to replace Direct Mitigation Credits that are delayed or otherwise not timely issued, provided that Centennial establishes, to the satisfaction of the CMG, that Centennial was not the cause of the unavailability of the Direct Mitigation Credits.

1. Annual Report. Each year after the first annual report submitted after the submission of the first VTTM, on March 1, Centennial shall deliver to the CMG an annual report for the period covering the prior calendar year, ("Annual Report").
 - a) The Annual Report shall document all of Centennial's actions implemented in the previous calendar year to comply with Centennial's obligations and requirements under the Agreement, including, without limitation, the information on all Itemized and Non-Itemized GHG Mitigation Measures in Exhibit 3, organized by VTTM. The Annual Report shall also include information regarding the implementation of the FPP, and updates on all other compliance issues described in previous Annual Reports.

- b) The Annual Report shall list actions Centennial plans to undertake in the calendar year following its issuance to comply with its obligations and requirements under the Agreement. By way of illustration, without limitation, the Annual Report shall include data for the relevant reporting periods that detail Centennial's applications for tract maps and building permits; the type and amount of EV incentives listed in the Agreement that have been reserved and actually disbursed by Centennial; the number, model type, and locations of operative EVSEs installed by Centennial; and the description number and type of onsite and Registry-certified offsite GHG emissions mitigation measures planned and actually implemented by Centennial. For purposes of the Annual Report, Centennial's obligations and requirements under the Agreement shall include, without limitation, all GHG mitigation measures and all wildfire prevention measures set forth in this Agreement and the FPP.
- c) Each Annual Report shall also contain a section providing a cumulative total of Mitigation Credits awarded by Registries to Centennial for Non-Itemized GHG Mitigation Measures since the Effective Date and an accounting how such Mitigation Credits have been allocated to phases of the Project to enable the CMG to track Centennial's progress towards reducing the Project's GHG emissions.
- d) To facilitate the development of the Project, Centennial may supplement or amend the most recent Annual Report prior to the due date of the next Annual Report to provide the CMG with updates on activities and other matters affecting the Project and to request approvals and certifications from the CMG.
- e) Upon the request of the CMG Board, Centennial shall provide additional information with respect to the implementation of Centennial's obligations under this Agreement to be included in the Annual Report.
- f) The CMG Board shall review the Annual Report, inform Centennial of any perceived non-compliance with this Agreement. If there is any perceived non-compliance, then the dispute resolution process may be commenced by the CMG.

g. Public Reporting

- 1. Within one month after submittal to the CMG of the first Annual Report under this Agreement, and annually for each Annual Report thereafter, Centennial will publish the Annual Report.
 - a) Each Annual Report will be published and will be made publicly available for download from Centennial's web site free of charge.

- b) Concurrently with the annual publication of the Annual Report, Centennial will issue a press release announcing the Annual Report.
- c) Make any further public disclosures required for public companies, including as applicable requirements relating to Environmental, Sustainability and Governance ("ESG") disclosure.

h. Reimbursement for Attorneys and Consultants

Centennial will pay, via check or money transfer to "Advocates for the Environment, Inc." Climate Resolve's law firm, within thirty days after the Effective Date and following the Court's dismissal of the Lawsuit, the sum of \$481,552 as reimbursement of Climate Resolve's litigation and settlement expenses.

- 1. \$323,141 will be for attorney's fees owed to Advocates for the Environment, Inc., Climate Resolve's law firm, for the services during litigation and settlement expenses of attorneys Dean Wallraff and Kathleen Unger and paralegal Benita Wallraff.
- 2. \$45,000 will be for the services of the Law Offices of Richard Moss during the settlement process.
- 3. \$250 will be for the services of attorney William Choi.
- 4. \$113,161 will reimburse Climate Resolve for the consultants it hired to participate in the settlement process and for staff.

2 Climate Resolve's Obligations

- a. On the Effective Date of the Agreement, Climate Resolve, with the cooperation of Tejon Ranchcorp and the County, will draft and file a Request for Dismissal asking the Court to dismiss the Litigation with prejudice. Upon filing the Request, Climate Resolve will affirmatively support actions undertaken by Centennial or the County regarding or involving the lawsuit challenging the Project filed by the Center for Biological Diversity et al., and oppose with oral advocacy and in court filings efforts by the Center for Biological Diversity et al. to be named as prevailing parties or have any standing or other right to sue, appeal or otherwise participate in the Litigation.
- b. Climate Resolve will establish the Centennial Monitoring Group, as described in Section 3 below.
- c. Non-Opposition. As long as Centennial is in compliance with this Agreement, Climate Resolve shall not Oppose the Project or any other Projects on Tejon Ranch as proposed now or in the future, as detailed below.

1. Previous Project Approvals. Climate Resolve shall not Oppose nor encourage, assist or fund any Opponent to Oppose any Approvals issued on or before the Effective Date by any Governmental Authority that are or may be necessary, useful, or convenient for the completion of any portion or aspect of the Project (“Previously Issued Approvals”). “Approval” or “Approvals” shall mean in this Agreement any permits, approvals, entitlements, voter initiatives specific to the Project or Tejon Ranch, development agreements, parcel and subdivision maps, legislative actions specific to the Project or Tejon Ranch, and/or authorizations of any sort whatsoever, including any and all environmental clearances, together with any and all mitigation measures and the implementation thereof, including the Los Angeles County Project Approvals, Previous Approvals and/or Future Project Approvals. “Governmental Authority” shall mean in this Agreement any federal, state, regional, local, or other governmental entity, body, branch, bureau, official, special district, department, court, or other tribunal, or any other governmental or quasi-governmental authority, including the electorate, exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or land use, water, infrastructure, or any other authority or power over the Project.
2. Future Project Approvals. Climate Resolve shall not Oppose nor encourage, assist or fund any opponent to Oppose any Approvals applied for, sought, or issued after the Effective Date by any Governmental Authority that is or may be necessary, useful, or convenient for the completion of any portion or aspect of the Project (“Future Implementation Approvals”) as long as such Future Implementation Approvals do not materially amend the Specific Plan or eliminate, reduce, or otherwise amend a mitigation measure in the EIR. A material amendment is an amendment that increases the severity of any significant environmental impact identified in the EIR (“Material Amendment”). Notwithstanding the foregoing, Climate Resolve may engage in the Dispute Resolution process as set forth in Section 3 of this Agreement.
3. Center for Biological Diversity/Third Party Opposition. Climate Resolve understands and acknowledges that the Project is being challenged in litigation brought by the Center for Biological Diversity and affiliated entities (“CBD”), and may in the future be challenged by CBD and/or other third parties (collectively, “Opponents”). Should the Project be required to be reconsidered by Los Angeles County or any other agency due to a partial or full rescission of any Approvals, or any finding of insufficient compliance with CEQA, Climate Resolve shall not Oppose or encourage, assist or fund any Opponent to Oppose re-approval of the Project as long as there are no Material Amendments thereto; including without limitation any future CEQA documentation or Approvals, as long as Centennial continues to comply with the commitments set forth in this Agreement to assure that the Project is a Net Zero GHG Project, and complies with the provisions of this Agreement.

4. Meaning of Opposition. "Opposition," "Oppose," or "Opposing" means (a) opposing, threatening or taking action to oppose, challenging, or seeking to hinder, whether by litigation, public opposition at any proceeding before a government agency, public testimony, comments, or petition to government authorities, a Previously Issued Approval or Future Implementation Approval; (b) providing funding for others to file or maintain litigation opposing, challenging, or seeking to hinder a Previously Issued Approval or Future Implementation Approval; (c) participating in or funding any regional or local plan, policy, regulation, or ordinance, or agency rulemaking that disproportionately causes a negative economic effect or obstacle to development of the Project or other projects or activities on Tejon Ranch projects; or (d) taking any other action to impede the approval, financing, construction or completion of the Project. Climate Resolve shall be deemed to be Opposing a Previously Issued Approval or a Future Implementation Approval if its officers, staff or any individual expressly representing or directed to represent Climate Resolve's interests Opposes such Previously Issued Approval or Future Implementation Approval. Climate Resolve shall advise its staff that Climate Resolve has resolved its dispute with Centennial and of Climate Resolve's obligations under this Agreement, particularly non-Opposition set forth above. "Opposition," "Oppose," or "Opposing" does not include any action permitted under Section 5 of this Agreement. An effect is "disproportionate" if, by way of example only, it applies only to new development (in contrast to a parcel tax or other mechanism that applies to both existing and new development), or if it imposes new economic or environmental obligations through land use planning or zoning advocacy such as Greenprint datasets (currently under consideration by the Southern California Association of Governments) to the extent that such land use planning or zoning advocacy applies to projects and activities on Tejon Ranch (including the Project), in Northern Los Angeles County or Kern County. The Parties shall meet telephonically monthly (or such alternate frequency as the Parties may hereafter agree) to identify planned advocacy by Climate Resolve that could potentially result in unpermitted Non-Opposition, and shall thereafter meet and confer to avoid such unpermitted Non-Opposition.
5. Climate Resolve shall advise members of Climate Resolve's Board of Directors and Advisory Board, and Climate Resolve's attorneys, consultants, and employees, that they may not on behalf of, or as a representative of, Climate Resolve Oppose the Project or other projects and activities on Tejon Ranch.

3 Centennial Monitoring Group

- a. Purpose. CMG shall be formed, funded and assigned the duties and authority, as more particularly set forth below, for the purpose of: (1) monitoring and enforcing Centennial's compliance with its obligations under this Agreement, including without limitation, any of those obligations that are to be contractually undertaken by any party other than

Centennial; (2) reviewing Centennial's FPPs for VTTMs concurrently with a VTTM's submission to the County; (3) disbursing funds from the Onsite FPP Assessment pursuant to the FPP then in effect; (4) reviewing annual Fuel Management Reports; and (5) administering and granting the fire protection grants from the Good Neighbor Firewise Fund established under this Agreement.

b. Formation of CMG and Board.

1. Sixth months prior to Centennial's submittal of an application for its first VTTM to the County, Centennial shall provide written notice to the CMG of its intended VTTM application submittal ("VTTM Notice"). Upon receiving the VTTM Notice, Climate Resolve shall cause William C. Choi of the law firm of Rodriguez, Horii, Choi & Cafferata ("RHCC"), under Climate Resolve's supervision and in collaboration with Centennial, and in accordance with the provisions of the Agreement, to form the CMG as a California non-profit public benefit corporation to perform the scope of services described herein, and seek IRS determination of the IRC Section 501(c)(3) status of this corporation. The Parties may also by mutual agreement designate an alternate law firm, with qualifications comparable to William C. Choi, if Mr. Choi is not available or declines to undertake this representation at that time.
2. Within thirty days of the VTTM Notice, Centennial shall tender to Climate Resolve the sum of \$300,000 to be used exclusively to pay for the costs of forming and initiating operations of the CMG.
3. Within ninety days after the date on which the County approves the first VTTM (inclusive of resolution of any administrative appeals) ("County Approval of First VTTM"), annual funding as provided below to the CMG commences.
4. The Board shall initially consist of four members, until the Neutral (as defined below) is appointed as provided in this Agreement. Within ninety days after the date on which the CMG is formed: (a) Climate Resolve shall deliver a written notice to Mr. Choi to identify two members to serve on the Board of Directors of the CMG ("Board") on behalf of Climate Resolve ("Climate Resolve Appointees"); and (b) Centennial shall deliver a written notice to Mr. Choi to identify two members to serve on the Board on behalf of Centennial ("Centennial Appointees"). The Parties acknowledge and agree that the Climate Resolve Appointees and Centennial Appointees do not have a conflict of interest in participating (including voting) on the CMG Board. Any potential Neutral Member shall be required to fully disclose and avoid any conflict of interest with Climate Resolve and/or Centennial/Tejon Ranchcorp.
5. Promptly after the identification of the Climate Resolve Appointees and the Centennial Appointees, the Board shall meet and confer to select a fifth member

of the Board (“Neutral Member”), who shall be an Approved Person (as defined below). If the Parties cannot reach agreement, the Neutral shall be selected in the following manner:

- a) Climate Resolve shall nominate an Approved Person to serve as the Neutral (the “First Nominee”), and the First Nominee shall serve as the Neutral unless one or both of the Centennial Appointees object to the First Nominee.
- b) If one of the Centennial Appointees objects to the First Nominee, the Centennial Appointees shall nominate another Approved Person to serve as the Neutral (the “Second Nominee”), and the Second Nominee shall serve as the Neutral unless one or both of the Climate Resolve Appointees object to the Second Nominee.
- c) If one of the Climate Resolve Appointees objects to the Second Nominee, the Climate Resolve Appointees shall nominate another Approved Person to serve as the Neutral (the “Third Nominee”), and the Third Nominee shall serve as the Neutral unless one or both of the Centennial Appointees object to the Third Nominee.
- d) If one of the Centennial Appointees objects to the Third Nominee, the Board shall refer the selection of the Neutral to a neutral arbitrator for selection in accordance with the conflict resolution provisions set forth herein, which selection shall be final, absolute and unappealable.
- e) For purposes of selecting the Neutral, Approved Person is hereby defined as a person of integrity who possesses professional and/or academic expertise relevant to greenhouse gas emissions, reductions, and accreditation issues or fire protection measures in California master planned communities, who has no financial interest, employment, contract, investor, or other pecuniary relationship to Centennial, Tejon Ranchcorp, or Climate Resolve. Any potential Neutral Member shall be required to fully disclose and avoid any conflict of interest with Climate Resolve and/or Centennial/Tejon Ranchcorp.
- f) If the Approved Person selected at the initial meeting of the Board or by the arbitrator declines to act as the Neutral, the Appointees shall, within two weeks of such declination, hold a special meeting of the Board to meet and confer and select another Approved Person to serve as the Neutral, using the procedure described in this Section 4.b.5. The procedure in this Section 4.b.5 will be repeated until the Board has selected an Approved person and that person has agreed to serve as the Neutral on the Board.

6. If, at any time, any of the Climate Resolve Appointees should resign or be unable to fulfill their role as one of the Climate Resolve Appointees due to death or incapacity, or if in its sole discretion Climate Resolve decides to replace its Appointee(s), Climate Resolve shall name and appoint another person to serve as a replacement appointee to the Board. If, at any time, any of the Centennial Appointees should resign or be unable to fulfill that person's role as one of the Centennial Appointees due to death or incapacity, or if in its sole discretion Centennial decides to replace its Appointee(s), Centennial shall name and appoint another person to serve as a replacement appointee to the Board. If, at any time, the Neutral should resign or be unable to fulfill that person's role as the Neutral due to death or incapacity, Climate Resolve and Centennial shall select a replacement Neutral using the selection process set forth in this Section 4.b.5. No failure or delay by Climate Resolve or Centennial to name and appoint a replacement appointee or to engage in the selection process for a replacement Neutral shall prevent the Board from undertaking or deciding any action, provided that such undertaking or decision occurs at a meeting of the Board where the Climate Resolve and Centennial Appointees are all present (telephonically or in person).
- c. Administrative Operations. The Board shall determine how to accomplish the administrative and other functions of the CMG in accordance with the CMG's annual budget. In doing so, the Board may hire staff and delegate to such staff any decisions necessary to administer the day-to-day operations of the CMG. Such staff may include, without limitation, an executive director for the CMG, whose duties and responsibilities shall be set by the Board. All decisions by the Board with respect to the administrative operations of the CMG shall be made by the majority of the Board. CMG may conduct such documentary and physical inspections of the Project to audit Centennial's compliance with the Agreement and to verify the accuracy of the Annual Reports, and Centennial shall comply with such inspection and audit requests in a timely fashion.
- d. Funding and Annual Budget.
 1. The Board shall adopt an initial annual operating budget following the County Approval of First VTTM, and thereafter shall annually adopt a budget setting forth operating and reserve funds for each calendar year. Commencing on the first anniversary of the County Approval of First VTTM ("Anniversary Date"), and continuing on each successive Anniversary Date for three years, Centennial shall contribute \$300,000 annually to the CMG to fund CMG operations, and thereafter shall annually contribute \$150,000 for such CMG operations. CMG shall maintain an operating account, and a reserve account. It is anticipated that tract-map applications and the 15-Year GHG True-Up as described below will require more staff work, but that neither of these reviews will occur during most years. It is further anticipated that Building Permit and Annual Report monitoring (as described below) will be substantially less complex over time.

2. For each year of funded CMG operations following the County Approval of First VTTM , the Board shall contribute to a reserve account to hold funds in CMG’s possession that exceed the projected budget for the next year, plus a 20% contingency factor. CMG shall accumulate such reserve amounts to reduce annual funding amounts. Once the reserve amount reaches \$500,000, annual funding from Centennial shall be suspended until the balance of the reserve account is reduced to \$200,000, at which time annual funding of \$150,000 per year shall resume by Centennial. If the reserve amount is reduced to less than \$200,000 at any time during a year, then Centennial will pay \$150,000 in annual funding until the reserve amount reaches \$500,000. If the CMG Board approves a request by Centennial to initiate the True-Up process, Centennial will pay \$300,000 for the True-Up Year to CMG.
 3. Commencing six months following the County Approval of First VTTM, and continuing each year thereafter, Centennial shall deliver to the CMG the sum of Good Neighbor Firewise Fund grant. The CMG will administer and distribute such funds consistently with this Agreement. The fire-related funds will not count as CMG operating funds and will not be subject to the reserve limitations in paragraph 2 above.
- e. Board Meetings. Procedures for conducting Board meetings shall be set forth in the By-Laws of the CMG, which shall be consistent with the provisions of this Agreement and include, without limitation, the following provisions:
1. The Board shall meet at least twice annually (on the last Thursday of April and October, or such other dates in those months as the Board shall determine), or more frequently as requested by the Centennial Appointees or the Climate Resolve Appointees. Any Board member may propose an item to be placed on the Agenda, and all such items shall be included in the Agenda.
 2. The Board will schedule the first meeting of each year on the last Thursday of April after the Board’s receipt of the Annual Report on March 1, as specified in Section 1.f above. At this meeting, the Board will evaluate the Annual Report to determine whether Centennial is in compliance with the terms of this Agreement. In particular, the Board’s evaluation shall specifically consider whether Centennial has funded GHG emissions mitigation projects and actually received Mitigation Credits with respect to particular phases of the Project to verify that Centennial has satisfied its GHG emissions mitigation plans contained in prior Annual Reports and in GHG Mitigation Plans previously reviewed by the Board. The Board may request further information from Centennial if needed for the evaluation. The CMG Board shall review the Annual Report, and inform Centennial of any perceived non-compliance with this Agreement. If there is any perceived non-compliance, then the dispute resolution process may be commenced by the CMG.

3. The agenda for the second meeting of the Board each year will include (i) awarding grants to Good Neighbor Firewise Fund grant applicants, and (ii) updated information to the extent relevant, including for example changed forecasts, corrective actions, or other relevant activities. The Board or the staff of the CMG upon delegation by the Board, shall promulgate procedures for soliciting, accepting and reviewing Good Neighbor Firewise Fund grant applications and for distributing and monitoring such grants that are awarded.
4. The Board will hold a special meeting within thirty days after the CMG receives a GHG Mitigation Plan, as described in Section 1.f above. At that meeting it will accept or dispute that plan, based on its compliance with the terms of this Agreement. If the Board disputes the plan, the CMG will undertake the CMG Dispute Resolution process described in Section 3.f to bring Centennial into compliance, if necessary.
5. The Board may hold special meetings as necessary to approve or evaluate agendized reports received from Centennial, including but not limited to reports including requests by Centennial that CMG review and accept Non-Itemized GHG Mitigation Measures proposed by Centennial that are not included in an approved Registry but which result in a quantified GHG Mitigation Credit for purposes of this Agreement, or other information relating to Centennial's compliance with this Agreement and to provide Centennial sufficient opportunity, prior to filing an application for any building permit for, or undertaking any construction activities at a particular phase of the Project, to establish that Centennial has funded GHG emissions mitigation projects and actually received Mitigation Credits for each phase in sufficient amounts to be consistent with GHG emissions mitigation plans contained in prior Annual Reports and in GHG Mitigation Plans previously submitted to the Board.
6. The presence (in person or telephonically) of all then-current members of the Board at any meeting of the Board shall establish a quorum for that meeting, and all actions undertaken or decided by the Board at meetings establishing a quorum shall be effective; provided, however, that the presence (in person or telephonically) the Centennial and Climate Resolve Appointees shall be a quorum for purposes of identifying the Neutral, and in the event of the unavailability of a Neutral the Centennial and Climate Resolve Appointees may by unanimous consent make decisions.

f. CMG Dispute Resolution

1. If the CMG finds, by a majority vote of the Board, that Centennial has violated this Agreement, or if the CMG fails to approve an Annual Report or GHG Mitigation Plan, or if the CMG finds that Centennial is not implementing the FPP, the CMG will meet and confer with Centennial to resolve the issue.

2. If the meet and confer fails to resolve the issue, the CMG will take the issue to arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures, with the following modifications:
 - a) The CMG shall file and serve on Centennial a Notice of Commencement of Arbitration and an opening brief with a maximum length of 20 pages, and include all relevant documentation as exhibits to that brief.
 - b) Centennial shall file a response brief of the same maximum length, which shall also include all relevant documentation as exhibits to that brief.
 - c) The arbitrator shall meet and confer with each Party to identify the need for any further briefing or documentation.
 - d) Each Party shall respond to the arbitrator within 30 days with supplemental briefs of up to 20 additional pages and submit additional documentation as exhibits.
 - e) The arbitrator will determine whether a hearing is necessary and if so, shall specify the date and time of a hearing.
 - f) The arbitrator will thereafter make a final decision which is binding on CMG and Centennial. The Arbitrator may make any awards necessary to bring Centennial into compliance with this Agreement, including injunctive relief and specific performance. If the issue involves CMG's approval of a report or plan, the Arbitrator may approve the report or plan, or may order Centennial to take any actions necessary to ensure Centennial's compliance with this Agreement.
3. Nothing in this Agreement precludes a Party from disclosing the commencement or completion of an arbitration proceeding, and any final arbitrator determination. Commencement of the arbitration process, and disclosure of the arbitration award, shall not constitute Opposition for purposes of this Agreement.
4. CMG will pay the costs of arbitration unless the arbitrator rules otherwise. The arbitration will take place as noticed by JAMS regardless of whether one of the parties fails or refuses to participate. The Parties' intent is that the arbitration process shall be completed within 90 days following service of the Notice of Commencement of Arbitration.

Should the arbitrator in a CMG-initiated arbitration find that Centennial is not in compliance with one or more of its obligations under the Agreement or otherwise make a ruling to resolve a controversy between CMG and Centennial, the arbitrator's award may require Centennial to comply with Centennial's obligations under this Agreement. The Parties' intent and

agreement is that the arbitration award shall require specific performance of GHG and wildfire obligations of Centennial under this Agreement. In the award, the arbitrator shall determine a reasonable period of time in which Centennial must complete its specific performance obligations. The arbitrator shall retain jurisdiction over the matter arbitrated to ensure that Centennial complies with the award and, upon any failure by Centennial to comply with such an award in a timely fashion, the arbitrator may issue such further awards, which may include requiring Centennial to pay the costs and expenses of the arbitration and CMG's costs expended in the arbitration for consultants and attorneys.

4 Mutual Releases of Claims

- a. Except as otherwise provided in this Agreement, Climate Resolve forever waives, releases, and discharges Centennial and Tejon Ranchcorp, the Tejon Ranch Co. (a Delaware corporation), and their affiliates, assigns, subsidiaries, parent entities, and each of their respective employees, officers, directors, members, staff, agents, attorneys, and/or representatives, and each of them (collectively, the "Centennial Released Parties"), from any and all claims, lawsuits, administrative and judicial proceedings, appeals, demands, challenges, liabilities, damages, fees, costs, and causes of action, at law or in equity, known or unknown, in any jurisdiction and before any court, agency, or tribunal (collectively and severally, "Claims") that Climate Resolve has ever had, have, or may have against the Centennial Released Parties, or any of them, arising in any way from or related in any way to the Project, including without limitation, the claims brought by, or that could have been brought by Climate Resolve in the Litigation. Climate Resolve agrees that upon full execution of this Agreement, all Claims shall be extinguished and this Agreement shall be a full, complete and final disposition and settlement of all Claims against Centennial and Tejon Ranchcorp to all matters and issues alleged or raised, or could have been alleged or raised in the CR Litigation. Accordingly, Climate Resolve stipulates and agrees that res judicata and collateral estoppel apply to each of the Claims and actions relating to the Litigation, so that Centennial is forever barred from re-litigating any Claims, matters, and issues which were alleged or raised or could have been alleged or raised, in any other manner in the Litigation.
- b. Except as otherwise provided in this Agreement, Tejon Ranchcorp and Centennial release Climate Resolve, its affiliates, subsidiaries, parent entities, and each of their respective employees, officers, members, staff, agents, attorneys, and/or representatives, and each of them (collectively, the "CR Released Parties") from any and all Claims that Centennial has ever had, have, or may have against the CR Released Parties, or any of them, arising in any way from or related in any way to the Project, including without limitation, the Litigation.
- c. Civil Code Section 1542 Waiver. To the extent applicable to the foregoing Mutual Releases of Claims, the Parties certify that they have been advised of and hereby waive the application of Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Climate Resolve: IR

Centennial: R.

Tejon Ranchcorp: R.

- d. Nothing in this Section shall be interpreted as releasing any Party's right to enforce this Agreement in full as provided in Section 5 herein.
- e. Nothing in this Agreement shall prevent Centennial and/or Project tenants, landlords, lessors, lessees, homeowners, or landowners from using the obligations under this Agreement also to satisfy any obligation imposed by laws or regulations, or contractual obligations, including but not limited to third party settlement agreements, whether such law or regulation or contractual obligation arise before or after the Effective Date. Notwithstanding the foregoing, any GHG mitigation credits used to comply with the requirements of this Agreement shall not be used to satisfy GHG obligations imposed by contractual obligations for projects other than the Project, including but not limited to third party settlement agreements that arise before or after the Effective Date; provided, however, that GHG mitigations not used for the Project may be used to satisfy GHG obligations as mandated by law or regulation for the Project or a project on Tejon Ranch.

5 Dispute Resolution

- a. Meet and Confer. In the event of any dispute between the Parties related to this Agreement or the Project, the Party initiating the dispute shall, before taking any other action concerning that dispute, provide written notice of the dispute to the other Party and meet and confer in person in a good-faith effort to resolve the dispute within sixty days of the notice, unless otherwise agreed. Any Party that is alleged to be in breach of this Agreement shall have ninety days from that in-person meeting to cure, unless otherwise agreed.
- b. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures, with the following modifications:
 - 1. The Party initiating arbitration shall file and provide notice to the other Party of a Notice of Commencement of Arbitration and an opening brief with a maximum length of 20 pages, and include all relevant documentation as exhibits to that brief.

2. The opposing Party shall file a response brief of the same maximum length, which shall also include all relevant documentation as exhibits to that brief.
 3. The arbitrator shall meet and confer with each Party to identify the need for any further briefing or documentation.
 4. Each Party shall respond to the arbitrator within 30 days with supplemental briefs of up to 20 additional pages and submit additional documentation as exhibits.
 5. The arbitrator will determine whether a hearing is necessary and if so, shall specify the date and time of a hearing.
- c. The arbitrator will thereafter make a final decision which is binding on the Parties. The Arbitrator may make any awards necessary to bring Centennial into compliance with this Agreement, including injunctive relief and specific performance.
 - d. Each Party shall bear its own arbitration costs unless the arbitrator rules otherwise. The arbitration will take place as noticed by JAMS regardless of whether one of the parties fails or refuses to participate.
 - e. The Parties' intent is that the arbitration process shall be completed within 90 days following service of the Notice of Commencement of Arbitration.

6 Miscellaneous Provisions

- a. **Successors and Assigns.** This Agreement is personal to Climate Resolve, Centennial and Tejon Ranchcorp and the Parties may not assign or transfer their interests under this Agreement except as set forth in this Section 6.a. It is contemplated the Project will be developed over time on a lot-by-lot basis by third party developers and home builders. The Parties understand and agree that Centennial and/or Tejon Ranchcorp may freely assign, in their sole and absolute discretion, from time to time, and at any time, the performance of obligations under this Agreement on portions of the Project to future builders or other parties, but Centennial and/or Tejon Ranchcorp will remain obligated to Climate Resolve if such successors or assigns fail to perform any such assigned obligations (e.g., the installation of EV chargers for Residential and Non-Residential buildings as described in Section 1.a of this Agreement). In the event the entirety of the Project is sold, transferred or conveyed to a non-affiliated third party, including but not limited due to an asset sale, land sale or the sale of either underlying company ("Transfer"), Centennial and Tejon Ranchcorp shall have the right in their sole and absolute discretion to freely assign their interests under this Agreement to a third party receiving such a Transfer, so long as the following two conditions are met: (1) the Transfer must be to an entity with the financial and physical capability of assuming the assigned obligations; and (2) the third-party assignee must agree to assume Centennial's and Ranchcorp's obligations to Climate Resolve (as an intended third party beneficiary to the Assumption Agreement) under this Agreement ("Assumption Agreement")." After such an assignment Centennial

and Ranchcorp shall be fully released at the time of such Transfer from any and all duties or obligations arising from or related to this Agreement. As of the Effective Date, the Parties hereby warrant and represent to one another that neither Party has heretofore assigned or transferred or purported to assign or transfer to any person or entity any of the claims released under Section 4 above.

- b. Choice of Law. This Agreement shall be interpreted under the laws of the State of California.
- c. No Construction against Drafter. For purposes of any action arising out of the application, interpretation, or alleged breach of this Agreement brought by either Party, each Party waives California Civil Code Section 1654, any other statutory or common law principle of similar effect, and any judicial interpretation of this Agreement that would create a presumption against the other Party as a result of its having drafted any provision of this Agreement. The respective Parties have reviewed and revised this Agreement, and there shall not be applied any rule construing ambiguities against the drafting Party or Parties.
- d. Severability. In the event that any provision of the Agreement shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provisions hereof unless any of the state purposes of the Agreement would be defeated.
- e. Entire Agreement. This Agreement contains the entire understanding and complete agreement of the Parties with respect to the subject matter of this Agreement, and all understandings and agreements, if any, previously reached between the Parties are merged into this Agreement. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless made in writing and executed by both Parties.
- f. Exhibits. All Exhibits to this Agreement are incorporated herein by reference, and are listed herein for ease of reference:
 - Exhibit 1: Fire Protection Plan
 - Exhibit 2: Boundaries of Tejon Ranch
 - Exhibit 3: GHG Calculations in Agreement of BAU, and Itemized and Non-Itemized GHG Mitigation Measures, with Reporting Template for Tracking Planning and Compliance with Net Zero GHG Project Obligations for Purposes of this Agreement
 - Exhibit 4: Public Statement
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Execution of a copy shall have the same force and effect as execution of an original.

- h. Amendment. This Agreement may not be amended except in a writing signed by each of the Parties hereto.
- i. Cooperation. The Parties agree to cooperate to draft and execute any documents, or to enter into any further agreements or plans, necessary or convenient to effectuate the intent of this Agreement.
- j. Mitigation. Based on standard GHG accounting principles of both additionality and double-counting, no GHG mitigation used for the Project may be used for any other project. Further, any GHG mitigation required under this Agreement shall not be used to satisfy GHG obligations imposed by contractual obligations for projects other than the Project, including but not limited to third party settlement agreements that arise before or after the Effective Date; provided, however, that GHG mitigations not used for the Project may be used to satisfy GHG obligations as mandated by law or regulation for the Project or a project on Tejon Ranch.
- k. No Admission of Liability. This Agreement is a compromise of disputed claims and the fact that the Parties hereto have determined to compromise such disputed claims by entering into this Agreement is not to be construed as an admission of liability or otherwise on the part of the Parties.
- l. Public Communications Regarding Agreement. On December 1, 2021, Centennial and Climate Resolve shall jointly issue a public statement substantially in accordance with the attached Exhibit 4 to this Agreement. The Parties agree that the Parties' future public statements concerning the Litigation, the Project, the Los Angeles County Initial Project Approvals, the Future Implementation Approvals, or other issues shall not be inconsistent with the joint public statement.
- m. Confidentiality. This Agreement shall not be confidential, but the Parties shall keep documents exchanged during the process of negotiating this Agreement confidential as required by the Mutual Non-Disclosure Agreement dated June 18, 2021. The Parties agree not to comment publicly about the process of negotiating this Agreement, but are free to publicly comment on the Agreement and its public-policy implications, subject to the restrictions in Section 6.l above.
- n. Tolling. The Parties understand and agree that performance of Centennial and/or Tejon Ranchcorp obligations under this Agreement are dependent upon the ongoing development of the Project. To the extent any third-party challenge or action results in the cessation of development (by way of example only, through litigation challenges to subsequent approvals, denials or delays in subsequent approvals, or the absence of market financing for development), the obligations of Centennial and/or Tejon Ranchcorp under this Agreement that have not yet been triggered are thereafter tolled until development of the Project recommences. Centennial shall provide notice of the commencement of a Tolling Period to the CMG Board. This tolling does not relieve

Centennial from the obligation to provide GHG Reductions for new structures prior to occupancy under building permits as described above. To the extent the tolling period lasts longer than six months, the amount of annual funding due for FPP implementation, Good Neighbor Firewise Fund grant funding, and CMG funding, shall be reduced pro rata by the number of Dwelling Units, and amount of square feet of Non-residential, for which certificates of occupancy have been approved in relation to the number of Dwelling Units and square feet of Non-residential which the County approved as of the Effective Date.

- o. Force Majeure. No Party shall be responsible or liable for any failure or delay in the performance of its obligations pursuant to this Agreement arising out of or caused by, directly or indirectly, forces beyond the Party's reasonable control, including, without limitation, fire, explosion, floods, acts of war or terrorism, national emergencies, pandemics, strikes, or riots. Any party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. A Party suffering a Force Majeure event ("Affected Party") shall notify the other Party ("Non-Affected Party") in writing ("Notice of Force Majeure Event") as soon as reasonably practicable specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Affected Party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement.
- p. Termination and Term. The Parties may by mutual agreement terminate this Agreement. The Agreement shall remain in effect until the earlier of thirty years from the Effective Date, or the date upon which building permits have been issued for full build-out of the contemplated square footage of improvements to be built within the Project
- q. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement, and nothing in this Agreement creates or may be interpreted as creating a property interest in the Project Site or on Tejon Ranch held by Climate Resolve.
- r. Authority. Each signatory to this Agreement represents and warrants that he or she is authorized to sign this Agreement on behalf of the Party for which he or she is signing, and thereby to bind that Party fully to the terms of this Agreement.
- s. Notices. All notices shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. Notices shall be: (a) hand delivered to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery, as evidenced by the written report of the courier service; (b) sent by certified mail, return

receipt requested, in which case they shall be deemed delivered five business days after deposit in the United States mail; or (c) transmitted by email in which case they shall be deemed delivered on the date of transmission if sent before 5:00 p.m. or on the first business day after transmission if sent at 5:00 p.m. or later or if sent on a Saturday, Sunday, or California court holiday, provided the Party transmitting notice by email does not receive a delivery status notification indicating that delivery of the email communication failed. Any Party may change its address, its email, or the name and address of its attorneys by giving notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt. Notice given on behalf of a Party by any attorney purporting to represent a Party shall constitute notice by such Party if the attorney is, in fact, authorized to represent such Party. The addresses and email addresses of the Parties are:

For Climate Resolve: Jonathan Parfrey
Email: jparfrey@climateresolve.org
Address: 525 S. Hewitt Street, Los Angeles, CA 90013

With Copy to Counsel: Dean Wallraff
Email: [dw@aenv.org](mailto:dwallraff@aenv.org)
Address: Advocates for the Environment, 10211 Sunland Blvd., Shadow Hills, CA 91040

For Centennial: Greg Bielli, President & CEO Tejon Ranchcorp
Email: gbielli@tejonranch.com
Address: P.O. Box 1000, Tejon Ranch CA 93243

With Copy to Counsel: Marc Hardy, General Counsel
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Jennifer Hernandez, Holland & Knight
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For Tejon Ranchcorp. Greg Bielli, President & CEO
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Jennifer Hernandez, Holland & Knight
Email: jennifer.hernandez@hklaw.com
Address: 400 S. Hope St., 8th Floor , Los Angeles CA

[SIGNATURES FOLLOW ON NEXT PAGE]

In Witness Whereof, the Parties have executed this Agreement effective As of the Effective Date.

Tejon Ranchcorp, a California corporation

G. S. Bielli Pres Date: November 30, 2021
By: Gregory S. Bielli
Its: President & CEO

Centennial Founders, LLC, a Delaware limited liability company
By Tejon Ranchcorp, a California corporation, its Development Manager

G. S. Bielli Pres Date: November 30 2021
By: Gregory S. Bielli
Its: President & CEO

Climate Resolve a California nonprofit public benefit corporation

J. Parfrey Date: November __, 2021
By: Jonathan Parfrey
Its: President

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Exhibit 1 - Fire Protection Plan

Fire Protection Plan for Centennial Specific Plan

Prepared for:

Centennial Founders, LLC
28480 Avenue Stanford, 2nd Floor
Santa Clarita, California 91355

Prepared by:

DUDEK
605 Third Street
Encinitas, California 92024
Phone: 760.479.4836
Fax: 760.479.4176

November 2021

1. INTRODUCTION

This Fire Protection Plan (FPP) has been prepared by Dudek and is specifically applicable to the Centennial Specific Plan community (Project) in Los Angeles County (County). This FPP is intended to guide the design, construction, and maintenance of Project improvements in compliance with the Centennial Specific Plan (Specific Plan), applicable fire codes, and the various fire safety mitigation measures described in the Mitigation Monitoring and Reporting Program (MMRP) approved for the Project by the County (collectively, the Fire Safety Requirements, all of which are described in detail on the attached Exhibit A). This FPP address fuel modification, fire protection related infrastructure (water supply, hydrants, primary and second ingress/egress roads, and emergency response) and structural fire protection concepts for the Project. This FPP also addresses how the Project's Fire Safety Requirements will be monitored and enforced over time, as well as the how the Project's master developer will ensure that Project residents are fully educated about their obligations to maintain a fire-safe home. The goal of this FPP is to provide standards to facilitate development of the Project as a "fire hardened" community that will protect Project residents and visitors, as well as the environment, by minimizing and mitigating fire threats on the Project site and reducing Project demands on local fire protection services.

2. OVERVIEW OF THE PROJECT'S FIRE PROTECTION FRAMEWORK

As explained in the Centennial Project Final Environmental Impact Report, State Clearinghouse No. 2004031072 (EIR), the Project would introduce urban development in an undeveloped area subject to wildfire hazards.¹ Fire protection for new developments that, like the Project, are located in a Wildland Urban Interface (WUI) area must utilize a "systems approach" consisting of the components of fuel modification and maintenance, ignition-resistant structures that accounts for expected (potential) exposures (e.g., embers only, radiant heat from adjacent structures or vegetation), water supply, fire protection systems, access (ingress/egress) and emergency response. To that end, this Project will include:

- Substantial on-site firefighting capability (three new fire stations, upgrades to existing fire station), thus ensuring fast response to fire and medical emergencies;
- Customized and peer-reviewed fuel modification zones providing defensible space based on fire behavior modeling results and experienced fire protection planning professionals;
- Ignition-resistant construction meeting Chapter 7A of the California Building Code (CBC), the Title 26 the County of Los Angeles Building Code (LABC), and the Los Angeles County Fire Department (LACoFD) requirements and providing temporary on-site relocation capability for some structures;

¹ Please refer to EIR Chapter 3, *Environmental Setting*, for a detail description of the Project site and its surroundings, and to EIR Chapter 4, *Project Description*, for a detailed description of the Project and its proposed improvements.

- Fire protection systems, including internal fire sprinkler systems, in all structures per applicable code requirements;
- Dedicated fire apparatus and emergency vehicle access via code compliant roads;
- Water capacity, delivery and availability meeting local code requirements;
- Ongoing, funded maintenance, inspections, and enforcement of fuel modification zones and other fire protection features.
- Ongoing resident fire safety education.

The following sections address implementation of the Project's Fire Safety Requirements.

3. IMPLEMENTATION OF THE PROJECT'S FIRE PROTECTION FRAMEWORK

Future development of the Project in accordance with the Specific Plan will require various subsequent discretionary and ministerial approvals from the County, including but not limited to, tentative subdivision maps, final subdivision maps, site plans, conditional use permits, grading permits, and building permits. Initial implementation of the Project's fire protection measures will occur at various stages of the subsequent approval process, as discussed in the Specific Plan, the EIR, and the MMRP. This section describes how each of the Project's fire safety measures will be implemented at various stages of the development process, and describes how the Fire Safety Requirements will be satisfied during Project operation.

a. Fire Safety Requirements Implemented at the Tentative Map Stage of Development.

Pursuant to the Specific Plan and MMRP, the following Fire Safety Requirements will be implemented concurrent with the County's review and approval of any Project tentative subdivision map:

i. Emergency Response Plan

The MMRP requires the Project to prepare an Emergency Response Plan (ERP), which shall be updated as needed for each Tentative Map, and shall be submitted to the County (California Department of Forestry and Fire; and County Fire Department and/or County Sheriff's Department) for review and approval. The ERP will utilize existing information from Los Angeles County Office of Emergency Management, coordinate with County emergency planners, and provide site specific procedures for various emergency situations including wildfire. As required by the DA, the Property Owners shall require future residential and commercial property owners associations to develop and implement an emergency preparation and response plan, including shelter-in-place and evacuation plans as well as first aid and emergency electric power supplies.

With regard to wildfire emergencies, the following components shall be incorporated into the ERP:

- Building and Facility Protection (as defined in this FPP)
- Grounds Protection (fuel modification zone adjacent to common areas and some residential lots purpose)
- Fire Prevention during High Fire Danger and Extreme High Fire Danger periods
- Emergency Supplies
- Telephones/Communications
- FireSafe Council and NFPA Firewise Community Information
- Incident Command List
- Emergency Response Notebook
- Annual Review and Update
- Emergency Notification Procedures
- Advisement of Potential Fire Danger
- Emergency Relocation/Evacuation Plan
- Animal Relocation/Evacuation Plan.

The ERP will provide detailed response procedures for varying types of emergencies, including wildfire emergencies.

Possible wildfire response procedures included in the ERP would vary depending on the type of wildfire threat. Slow moving, distant wildfires that have the *potential* to threaten the Project would require one response whereas a fast moving, wind driven fire nearby or within the Project site would trigger a very different response. Accordingly, the ERP will include response for various types of wildfire emergencies. The following summaries provide potential responses to be considered for various wildfire emergency response scenarios.

Wildfire Emergency Response Scenario

- Fire authority notification of wildfire in jurisdiction, determination of activation of reverse 9-1-1 or mass notification system (if available or provided by Project).
- Reverse 9-1-1 activated – all telephone numbers within district notified via a computer of the fire situation (capable of 264 calls per minute or 15,000 calls within an hour, or more, dependent on system).
- In the absence of Reverse 9-1-1 (for example, should communications be interrupted), fire department sirens and law enforcement intercoms will be used to

inform residents of emergencies. The fire department sirens and police intercoms will be audible by affected parts of the Centennial Specific Plan Project area. The fire department sirens and police intercoms will also be used to supplement the Reverse 911 system.

- On-site LACoFD personnel and law enforcement personnel begin emergency response procedures.
- Centennial employers and residents receive reverse notification call or hear warning sirens and prepare for potential evacuation or on-site relocation.
- If relocation required/recommended, internal relocation plan initiated and residents relocated to designated on-site or off-site areas. LACoFD would direct residents, staff and visitors as well as coordinate with the California Highway Patrol for on-site traffic management.

On-Site Relocation/Off-Site Evacuation Response Scenarios

On-site relocation of Project residents, employees and visitors would typically occur during large, distant wildfire events that, due to weather patterns and difficulty in gaining control, have the potential to threaten parts of the Centennial community but likely do not threaten the entire community. Off-site evacuation would typically occur during large wildfire events that may be closer to the Project and threaten the entire community due to weather patterns and fire containment levels. The required ERP shall plan for both on-site relocation and off-site evacuation scenarios.

If on-site relocation or off-site evacuation of Project residents, visitors and employees of businesses is required in response to a fire threat, the following procedures would be followed and included in the ERP (NOTE: Relocation/evacuation of the Project residents, visitors, and employees, at maximum usage, may require several hours).

- If adequate time is not available for community relocation, partial community relocation may occur. Fire and law enforcement personnel will monitor the situation and relocations will cease when it is determined that it would potentially expose persons to unsafe roadway conditions.
- It is expected that law enforcement will manage the relocation/evacuation of residents. Road closures and traffic control will be among the tasks performed by law enforcement. In addition, each resident will be provided a road circulation map along with at least two designated evacuation routes.
- Law enforcement and LACoFD would evaluate the wildfire event and determine whether and at which point partial on-site relocation would occur, or whether the emergency requires community-wide off-site evacuation. Allowance for adequate relocation/evacuation time will be a key factor in determining the relocation timeframe so that the roads do not become congested. Firefighter access will be a key

priority and the array of improved roads will provide suitable access throughout the site in the event of a wildfire.

- Relocation/evacuation would occur in scenarios that include ample time to relocate the potentially affected number of people from higher exposure areas to designated safer sites. Wolshon and Marchive (2007) simulated traffic flow conditions in a computer derived WUI under a range of evacuation notice lead times and housing densities. To safely evacuate more people, they recommended that emergency managers (1) provide more lead time to evacuees and (2) control traffic levels during evacuations so that fewer vehicles are trying to exit at the same time.
- The Project and its structures will be designed and constructed to withstand the type of wildfires anticipated from the surrounding fire environment. Nevertheless, early notification of the Project's fire personnel and subsequently of Project residents, visitors and employees is critical to the timely and safe relocation/evacuation to the designated relocation/evacuation areas.
- Whether to implement on-site relocation scenario would depend on the wildfire location, movement and weather and how it may affect traffic on local roads. There may also be circumstances that require partial on-site relocation of the Project's higher exposed periphery areas. In these cases, potentially affected residents would be instructed to relocate to on-site areas, such as schools or commercial areas, where they will be temporarily accommodated until the wildfire threat has passed.
- On an annual basis, it is recommended that the Project conduct a fire relocation/evacuation fire drill to train staff, and fire personnel, with the results distributed to residents through various media and summarizing what to do during a wildfire. This drill will be supervised by the LACoFD with the authority to revise the procedure as necessary to provide the most efficient and safest relocation process. Residents will not be required to relocate or evacuate during the drills, but the process and procedures will be enforced through pre-drill public relations and post-drill information dissemination.
- Homeowners will receive ongoing outreach from the HOA along with coordination with LACoFD for important fire safety awareness from the Firewise Committee/Board.
- If on-site relocation or off-site evacuation is required, residents will be notified and directed as to their movement to designated areas or notified that they should remain in their homes according to procedures with LACoFD direction and oversight.

The ERP will provide that the Project will implement the "Ready, Set, Go!" program during the relocation/evacuation scenario. The focus of the "Ready, Set, Go!" program is on public awareness and preparedness, especially for those living in the wildland-urban interface (WUI) areas. The program is designed to incorporate the local fire protection agency as part of the training and education process in order to ensure that evacuation preparedness

information is disseminated to those subject to the potential impact from a wildfire. There are three components to the program:

- “READY” – Preparing for the Fire Threat: Take personal responsibility and prepare long before the threat of a wildfire so you and your home are ready when a wildfire occurs. Create defensible space by planting and maintaining ignition-resistant vegetation near your home. Use only fire-resistant landscaping and maintain the ignition resistance of your home. Assemble emergency supplies and belongings in a safe spot. Confirm you are registered for Reverse 911(if available), Alert LA County, and community alert system. Make sure all residents residing within the home understand the plan, procedures, and escape routes.
- “SET” – Situational Awareness When a Fire Starts: If a wildfire occurs and there is potential for it to threaten the Centennial community, pack your vehicle with your emergency items. Stay aware of the latest news from local media and your local fire department for updated information on the fire. If you are uncomfortable, leave the area.
- “GO!” – Leave Early! Following your Action Plan provides you with knowledge of the situation and how you will approach evacuation. Leaving early, well before a wildfire is threatening your community, provides you with the least delay and results in a situation where, if a majority of neighbors also leave early, firefighters are now able to better maneuver, protect and defend structures, evacuate other residents who couldn’t leave early, and focus on citizen safety.

“READY SET GO!” is predicated on the fact that being unprepared and attempting to flee an impending fire late (such as when the fire is physically close to your community) is dangerous and exacerbates an already confusing situation.

Shelter-in-Place Scenario

Sheltering-in-place is the practice of going or remaining indoors during or following an emergency event. This procedure is recommended if there is little time for the public to react to an incident and it is safer for the public to stay indoors for a short time rather than travel outdoors. Sheltering-in-place also has many advantages because it can be implemented immediately, allowing people to remain in their familiar surroundings, and providing individuals with everyday necessities such as telephone, radio, television, food, and clothing. However, the amount of time people can stay sheltered-in-place is dependent upon availability of food, water, medical care, utilities, and access to accurate and reliable information.

Sheltering-in-place is the preferred method of protection for people that are not directly impacted or in the direct path of a hazard. This will reduce congestion and transportation demand on the major transportation routes for those that have been directed to evacuate by police or fire personnel. All structures in Centennial community would conform to the ignition-resistant building codes codified in Chapter 7A of the California Building Code, therefore, structures would be ignition-resistant, defensible and designed to require minimal

firefighting resources for protection, which enables this contingency option when it is considered safer than evacuation.

As of this document's preparation, no community in California has been directed to shelter-in-place during a wildland fire. Even the communities in Rancho Santa Fe, California, which are designed and touted as shelter-in-place communities, were evacuated during the 2007 Witch Creek Fire. This is not to say that people have not successfully sheltered-in-place during wildfire, where there are numerous examples of people sheltering in their homes, in hardened structures, in community buildings, in swimming pools, and in cleared or ignition-resistant landscape open air areas. The preference will always be early evacuation following the "Ready, Set, Go!" model, but there exists the potential for unforeseen civilian evacuation issues, and having a contingency plan will provide direction in these situations that may result in saved lives.

Potential problems during wildfire evacuation from the Project site include:

- Inadequate time to safely evacuate
- Fire evacuations during rush hour traffic or when large events are occurring
- Blocked traffic due to accidents or fallen tree(s) or power pole(s)
- The need to move individuals who are unable to evacuate

It is recommended that local law enforcement and fire agencies conduct concerted pre-planning efforts focusing on evacuation contingency planning for civilian populations when it is considered safer to temporarily seek a safer refuge than evacuation.

This FPP does not provide guarantee that all Project residents, employees and visitors will be safe at all times because of the advanced fire protection features it requires. There are many variables that may influence overall safety. This FPP provides requirements and recommendations for implementation of the latest fire protection features that have proven to result in reduced wildfire related risk and hazard.

ii. Implementation Plan

Per the MMRP Mitigation Measure MM 7-21, vegetation management for fire abatement purposes is not permitted in the portion of Significant Ecological Area (SEA) 17 or mitigation preserve areas within or bordering the Project site and, therefore, brush clearance zones shall be contained within the current Project impact boundary and no overlap with the adjacent SEA 17 and/or mitigation preserve areas shall occur. The MMRP further requires that an Implementation Plan, including fire risk abatement measures (including but not limited to vegetation management) required to comply with State and County fire prevention and response legal requirements shall be submitted as part of any application for a tentative subdivision map for those portions of the Project site that border an SEA or mitigation preserve area. The Implementation Plan must include: (a) a summary of applicable State and County fire risk abatement requirements; (b) a prohibition on the use of vegetation clearance within SEA 17 or mitigation preserve areas. The Implementation Plan shall be submitted to

the County for approval with the first tentative map, and shall be updated to include new or modified State or County fire risk abatement requirements as part of each subsequent tentative tract map submittal.

iii. Landscape Plan

As required by the MMRP, the Project Applicant/Developer shall develop a Landscaping Plan for review and approval by the County Biologist for each tentative map application submittal. The Landscaping Plan must be prepared by a qualified biologist and include a plant palette composed of fire-resistant, non-invasive species that are adopted to the conditions found on the Project site and do not require high irrigation rates. The MMRP further requires that the Landscaping Plan shall also include a list of invasive plant species prohibited from being planted or sold on the Project site and encourage planting of local natives typical of native vegetation within ten miles of the Project site. The Specific Plan's Green Development Program and Hillside Design Guidelines further require the Project to implement fire-safe landscaping techniques consistent with the Specific Plan's plant palette to reduce fire risks to biological resources and human safety in the fuel modification zones, and landscaping in a manner that, among other things, increases fire protection, respectively. Additionally, the Project's Specific Plan requires landscaping in the plan's Open Space Zone to be dominated by native and/or drought tolerant trees, shrubs and ground cover, taking into consideration fuel modification requirements, such as using plants that are fire resistant and avoid plants with characteristics that make them more readily combustible such as plants with oils, wax or resin content, plants that accumulate dead material or shed bark, and/or plants that grow rapidly. Plants selected will be consistent with LACoFD Planting Guideline regarding prohibited species and appropriate plant spacing with respect to zone location. Finally, the MMRP requires that the map applicant ensure that the approved Landscape Plan be provided to Project builders and all future Project occupants.

iv. Construction Traffic Control Plan

As required by the MMRP, the applicant must include in its application for any tentative map involving construction within the State Route 139 right-of-way a Traffic Control Plan prepared in accordance with the California Manual on Uniform Traffic Control Devices and approved by the California Department of Transportation (Caltrans). The MMRP further requires that all construction activities in the public right-of-way comply with the Traffic Control Plan to the satisfaction of Caltrans. The Traffic Control Plan shall ensure code-compliance access for fire apparatus and first responder vehicles.

v. Fire Access Infrastructure Conditions

Per the Subdivision Ordinance, each tentative map application and approved tentative map must demonstrate that that Project internal circulation system, site access, road dimensions, road connectivity, and other standards related to fire apparatus access are consistent with all applicable County's roadway and fire code standards. Thus, each approved Project tentative map shall require as a condition of final map approval that:

- all interior Project roads comply with all fire apparatus access road standards;

- all interior fire access roadways where a fire hydrant is located will be constructed to a minimum unobstructed road width of 26 feet, exclusive of shoulders and shall be improved with aggregate cement or asphalt paving materials;
- all fire access roadways that are designed to allow parking provide a minimum clear width of not less than 34 feet for parking on one side and a clear width of not less than 42 feet for parking on both sides;
- that the interior residential access roads are be designed to accommodate a minimum of a 75,000-pound (lb.) fire apparatus load;
- that any dead-end streets serving new residential structures that are longer than 150 feet have approved provisions for fire apparatus turnaround;
- that all private and public streets for each Project phase meet all applicable requirements of Title 32 of the Los Angeles County Code, as amended, and adopting by reference the 2019 edition of the California Fire Code (CFC), or current edition at time of Project approval (Fire Code);
- that all fire apparatus roads have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with CFC Section 503.6, and an unobstructed vertical clearance clear to the sky to allow aerial ladder truck operation (provided that a minimum vertical clearance of 13 feet 6 inches may be allowed for protected tree species adjacent to access roads);
- that all roads with a median or center divider will have a minimum 20 feet unobstructed width on both sides of the center median or divider;
- that all roadways and/or driveways will provide fire department access to within 150 feet of all portions of the exterior walls of the first floor of each structure.
- that access roads will be completed and paved prior to issuance of building permits and prior to the occurrence of combustible construction.
- that the applicant will provide information illustrating the new roads, in a format acceptable to the LACoFD for use in updating LACoFD fire response maps; and
- that the curb-to-curb width of each private driveway and fire lane will be approved by the Los Angeles County Fire Department and Department of Public Works.

vi. Underground Utilities

As required by the County's subdivision ordinance, all tentative map applications must depict the location of proposed utility easements. As required by applicable standards, all of the Project's horizontal utilities, including but not limited electric transmission lines, will be installed underground to significantly reduce the potential for equipment-related fire starts.

vii. Identify Fire Station Locations

As required by the MMRP and DA, the Project shall provide at least three and up to four fully equipped fire stations on site. Per the DA, Fire Station # 1 must be a station of 10,000 square feet, Fire Station # 2 must be a station of 13,000 square feet, and Fire Station #3 must be a station of 10,000 square feet. Per the DA, two fire station sites shall have a building pad consisting of a net buildable area of 1.25 acres, and one shall have a net buildable area of 4 acres. All on-site fire stations must be fully equipped in accordance with applicable LACoFD standards. The general locations of the three required fire stations will be situated as identified on EIR Exhibit 4-1, but LACoFD shall have final approval over all fire station site locations. Per the DA, the final location of Fire Station #1 will be determined when a tentative map is approved for the Project's 1,000th residential unit, and the final locations of Fire Stations #2 and #3 will be determined at the time of any tentative map is approved for a Project residential unit that is located outside of a fire station's five-minute response time radius. Per the DA and MMRP, it remains to be determined whether the Project will be required to construct a fourth fire station, but such determination shall be made by LACoFD and shall be based on need established pursuant to MMRP Mitigation Measure MM 16-1. Finally, until such time as the Developer has conveyed to LACoFD and approved, operational and equipped fire station on the Project site, the applicant shall pay developer fees in accordance with the LACoFD Developer Fee Program, as provided in MMRP Mitigation Measure 16-2. Existing LACoFD Fire Station #77 shall serve the Project site until such time as Fire Station #1 is operational.

b. Fire Safety Requirements Implemented at the Final Map Stage of Development.

Pursuant to the Specific Plan and MMRP, the following Fire Safety Requirements will be implemented concurrent with the County's review and approval of any Project final subdivision map:

i. Fuel Modification Plan

Per the MMRP, the Project must prepare a Fuel Management Plan (FMP) demonstrating compliance with the Fire Code, which must be peer-reviewed by the California Department of Forestry and Fire Protection (CAL FIRE) and approved by LACoFD prior to recordation of the Project's first final subdivision map. An important component of a fire protection system for the Project is the provision for fire resistant landscapes and modified vegetation buffers. The FMP will establish Fuel Management Zones (FMZs) designed to provide vegetation buffers that gradually reduce fire intensity and flame lengths from fire advancing off-site or on-site by strategically placing thinning zones, restricted vegetation zones, and irrigated zones adjacent to each other on the perimeter of the WUI exposed structures. FMZs were originally developed by CAL FIRE to protect natural resources from urban area fires and over the years, have become essential to setting urban areas back from wildland areas with a dual role of protection structures and people while buffering natural areas from urban ignitions, reducing potential for urban fires to spread into wildland areas.

The Project will be exposed to naturally-vegetated open space to the north, south and west of the Project site, as well as agricultural lands to the east. For the Centennial Specific Plan

Project site, the FMZ widths between the naturally vegetated open space areas and all combustible structures are proposed to be 100, 150, or 200 feet. The FMZs will be constructed from structures outwards towards undeveloped areas. A 20-foot wide roadside FMZ along each side of the roads adjacent to the open space shall be required as well.

Although FMZs are very important for setting back structures from adjacent unmaintained fuels, the greatest concern is from firebrands or embers as a principal ignition factor. To that end, the Project site, based on its location and ember potential, is required to include the latest ignition and ember resistant construction materials and methods for roof assemblies, walls, vents, windows, and appendages, as mandated by the LACoFD and the County's Fire and Building Codes.

Per applicable County fuel modification requirements, each fuel modification areas will incorporate three zones, these are 1) a setback zone, 2) an irrigated zone, and 3) a thinning zone. The widths of the zones will vary, depending on the anticipated fire behavior. The widths will either total 100, 150, or 200 feet. Landscaping on private lots directly adjacent the WUI will include standard County fuel modification requirements. Flammable plant species will be restricted, spacing standards implemented, and basic low fuel requirements will be applicable per :LACoFD plant selection guidelines. The following descriptions provide details for the different fuel modification zones on site:

Zone A (Setback Zone)

- Irrigation by automatic or manual systems shall be provided to landscaping to maintain healthy vegetation with high live fuel moisture and greater fir resistance.
- Landscaping and vegetation in this zone shall consist primarily of green lawns, ground covers and adequately spaced shrubs and trees. The overall characteristics of the landscape shall provide adequate defensible space in a fire environment.
- Plants in Zone A shall be inherently highly fire resistant and spaced appropriately. Species selection should be made referencing Appendix E Fuel Modification Plant Reference. Other species may be utilized subject to approval by the Homeowners' Association (HOA).
- Except dwarf varieties or mature trees small in stature, trees are generally not recommended within Zone A, but are not prohibited.
- Vines and climbing plants shall not be allowed on any combustible structure.
- Target tree species (including but not limited to Eucalyptus, Pine, Juniper, Cypress, Cedar, Canary Island Date Palm, Mexican Fan Palm and Bougainvillea) shall not be allowed within 10 feet of combustible structure, defined as any accessory structure not required to be built to Chapter 7A building code standards (ex. Structures under 120 square feet).

- Within Zone A will be the Home Ignition Zone from 0 to 5 feet of the exterior wall surface of the building extending five feet on a horizontal plane.
 - This zone shall be continuous hardscape or limited to fire-resistive plantings acceptable to LACoFD.
 - Vegetation in this zone shall not exceed 6 to 18 inches in height and irrigation is required,
 - This zone shall be free of all combustible materials and the use of mulch is prohibited.

Zone B (Irrigated Zone)

- Irrigation by automatic or manual systems shall be provided to landscaping to maintain healthy vegetation with high live fuel moisture and greater fire resistance.
- Landscaping and vegetation in this zone shall consist primarily of green lawns, ground covers, and/or adequately spaced shrubs and trees. The overall characteristics of the landscape shall provide adequate defensible space in a fire environment.
- Plants in Zone B shall be fire resistant and spaced appropriately. Species selection should be made referencing Centennial Specific Plan, Table 3-7, "Plant List," in Section 3.3, "Landscape Plan." Other species may be utilized subject to approval by the HOA.

Zone C (Native brush thinning zone)

- Irrigation systems are not required for this zone.
- Landscaping and vegetation in this zone may consist of modified existing native plants, adequately spaced ornamental shrubs and trees, or both. There may also be replacement landscape planting with ornamental or less flammable native species to meet minimum slope coverage requirements of County Public Works or Parks and Recreation Landscape or Hillside ordinances. In all cases the overall characteristics of the landscape shall provide adequate defensible space in a fire environment.
- Existing native vegetation shall be controlled by thinning and removal of species constituting a high fire risk; including but not limited to laurel sumac, chamise, ceanothus, sage, sage brush, buckwheat, and California juniper. Please reference the County Fuel Modification Plant Reference.
- Fuel loads shall be reduced by pruning up the lower one-third of remaining trees or shrubs and removing dead wood. Native plants may be thinned by reduced amounts as the distance from development increases.
- Plants in Zone C shall be spaced appropriately. Species selection should be made referencing the County Fuel Modification Plant Reference.

- General spacing for existing native shrubs is 15 feet between canopies. General spacing for existing native trees is 20 feet between canopies.

The distance requirements for each zone are described below:

- 200-foot Setback
 - Zone A extends 20 feet from the edge of any combustible structure, accessory structure, appendage or projection.
 - Zone B extends from the outermost edge of Zone A to 100 feet from structure (or 80 feet from the outermost edge of Zone A).
 - Zone C extends from the outermost edge to Zone B to 200 feet from structure (or 100 feet from the outermost edge of Zone B).
- 150-foot Setback
 - Zone A extends 20 feet from the edge of any combustible structure, accessory structure appendage, or projection.
 - Zone B extends from the outermost edge of Zone A to 50 feet from the structure (or 30 feet from the outermost edge of Zone A).
 - Zone C extends from the outermost edge of Zone B to 150 feet from the structure (or 100 feet from the outermost edge of Zone B).
- 100-foot Setback
 - Zone A extends 20 feet from the edge of any combustible structure, accessory structure, appendage, or projection.
 - Zone B extends from the outermost edge of Zone A to 50 feet from the structure (or 30 feet from the outermost edge of Zone A).
 - Zone C extends from the outermost edge of Zone B to 100 feet from the structure (or 50 feet from the outermost edge of Zone B).

Vegetation Management is recommended within parks and open space areas in compliance with the guidelines in this FPP.

- Undesirable/target flammable vegetation must be removed per LACoFD plant selection guide, Title 32 Section 304.1.2 and Section 325.2.1., or as determined by LACoFD.
- Grasses must be maintained/mowed to 4 inches.

- Types and spacing of trees, plants and shrubs, must comply with the criteria in this plan.
- Areas shall be maintained free of down and dead vegetation.
- Flammable vegetation and flammable trees shall be removed and shall be prohibited.
- Trees shall be properly limbed and spaced and shall not be of a prohibited type (identified in this plan).
- No species from the County Prohibited Plant List.

Vacant Lots will not be required to implement Vegetation management strategies until construction begins. However, perimeter Vegetation Management Zones must be implemented prior to commencement of construction utilizing combustible materials. Moreover, prior to issuance of a permit for any construction, grading, digging, installation of fences, the outermost 30 feet of the lot is to be maintained as a Vegetation Management Zone. Existing flammable vegetation shall be reduced by 60% on vacant lots upon commencement of construction. Dead fuel, ladder fuel (fuel which can spread fire from ground to trees), and downed fuels shall be removed and trees/shrubs shall be properly limbed, pruned and spaced per this plan. The remainder of the Vegetation Management Zones required for the particular lot shall be installed and maintained prior to combustible materials being brought onto any lot under construction.

As required by the MMRP, the FMP shall ensure relocation of grading boundaries and fuel modification zones to completely avoid disturbance to the site(s) of eligible archaeological resources. If it is determined that the relocation of grading boundaries and fuel modification zones in accordance with this subsection is not feasible, then a qualified archaeologist shall be present in the vicinity of eligible archaeological resources sites during grading and fuel modification brush clearance. (NOTE: confidential archaeological mapping is on file at the Natural History Museum of Los Angeles County and the South Central Coastal Information Center [SCCIC] at California State University, Fullerton. Review of this material is restricted to qualified individuals and project proponents on a need to know basis.) Fencing shall be erected outside the eligible archaeological resources sites to visually depict the areas to be avoided during construction. All eligible archaeological resources sites avoided in accordance with this subsection (a) shall be subject to the preservation requirements of MMRP Mitigation Measure MM 6-4.

As further required by the MMRP, if it is determined that the relocation of grading boundaries and fuel modification zones is not feasible with respect to eligible archaeological resources sites CA-LAN-3201, CA-LAN-3240 and/or CA-LAN-3242, as identified in the EIR, then a qualified Archaeologist and a Native American monitor representing the Tejon Indian Tribe shall be present in the vicinity of any such eligible archaeological resources site during grading and fuel modification brush clearance to monitor all activities and ensure that archaeological resources are not impacted. (NOTE: confidential archaeological mapping is on file at the Natural History Museum of Los Angeles County and the SCCIC. Review of this material is restricted to qualified individuals and project proponents on a need to know

basis.) Temporary construction fencing shall be erected outside any such eligible archaeological resources site to visually depict the areas to be avoided during construction, in accordance with MMRP Mitigation Measure MM 6-2. Any temporary fencing materials (i.e., plastic web, chain link, etc.) placed during construction should not become permanent. Any permanent fencing erected in accordance with MMRP Mitigation Measure MM 6-4 to protect the sites should be visually pleasing and consistent with the overall aesthetic experience of the community of Centennial. All eligible archaeological resources sites avoided in accordance within this subsection (a) shall be subject to the preservation requirements of MMRP Mitigation Measure MM 6-4.

ii. Construct and Equip Fire Stations

As required by the MMRP, for each tentative subdivision map that includes a fire station site (as discussed in Section 3(a)(vii) of this FPP), the applicant must construct, equip, and convey title to such fire station prior to final subdivision map approval. Per the DA, each fire station must be equipped to be compatible with LACoFD's Development Impact Mitigation Agreement standards.

c. Fire Safety Requirements Implemented at the Building Permit or Site Plan Review Stage of Development.

Pursuant to the Specific Plan and MMRP, the following Fire Safety Requirements will be implemented concurrent with the County's review and approval of any Project building permit and, as applicable, site plan:

i. Confirmation of Code Compliance

At the building permit and site plan review stage of Project development, the County will confirm that all building plans comply with all applicable codes. The Project shall comply with applicable portions of the Fire Code. The Project will also comply with Chapter 7A of the 2019 California Building Code (CBC) with July 2021 Supplement; the 2019 California Residential Code (CRC), Section 237; and 2018 Edition of the International Fire Code as adopted by the County. Code compliance shall also be confirmed by County building inspectors prior to issuance of certificates of occupancy.

Chapter 7A of the CBC addresses reducing ember penetration into homes, a leading cause of structure loss from wildfires (California Building Standards Commission 2019). Thus, code compliance is an important component of the requirements of this FPP, given the Project's WUI location and VHFHSZ and HFHSZ designations. The Project would meet applicable code requirements for building in these higher fire hazard areas. These codes have been developed through decades of wildfire structure save and loss evaluations to determine the causes of building losses and saves during wildfires. The resulting fire codes now focus on mitigating former structural vulnerabilities through construction techniques and materials so that the buildings are resistant to ignitions from direct flames, heat, and embers, as indicated in the CBC.

The following provides an overview of ignition resistant construction required under the Fire Code, the CBC, and the CRC:

- *Roofs and roof edges* (CBC 705A/CRC R337.5): Roof coverings shall be Class A fire rated as specified in Section 1505.2. Where the roof profile allows a space between the roof covering and roof decking, the spaces shall be constructed to prevent the intrusion of flames and embers, be firestopped with approved materials or have one layer of minimum 72 pound (32.4 kg) mineral-surfaced non-perforated cap sheet complying with ASTM D3909 installed over the combustible decking. Wood shingles and wood shakes are prohibited in any Fire Hazard Severity Zones regardless of classification (LABC Section 705A.2).
- *Exterior Walls/siding* (CBC 707A.3 /CRC R337.7.3): Noncombustible, listed ignition-resistant materials, heavy timber, 5/8" Type X gypsum sheathing behind exterior covering, exterior portion of 1-hr assembly or log wall construction is allowed. The Office of the State Fire Marshall website (<https://osfm.fire.ca.gov/>) lists many types of exterior wall coverings that are approved.
- *Eaves and porch ceilings* (CBC 707A.4, A.6 / CRC 337.7.4. R337.7.6): The exposed roof deck under unenclosed eaves and underside of porch ceilings shall be noncombustible, listed ignition resistant materials, or 5/8" Type X gypsum sheathing behind exterior covering. Solid wood rafter tails on the exposed underside of roof eaves having a minimum 2" nominal dimension may be unprotected.
- *Vents* (CBC 706A / CRC R337.6): Attic vents and underfloor vent openings must be Wildland Flame and Ember Resistant approved and listed by the State Fire Marshal or listed in ASTM E2886. Vents shall be baffled and may include a minimum of 1/16" and maximum 1/8" corrosion-resistant, noncombustible wire mesh or equivalent. Ventilation openings on the underside of eaves are not permitted, unless a State Fire Marshal (SFM) approved vent is installed, or the attic is fire sprinklered. Vents of 1/16" min. and 1/8" max corrosion-resistant and noncombustible wire mesh or equivalent that are greater than 12 feet from a walking surface or grade below are allowed.
- *Windows and exterior doors* (CBC 708A / CRC R337.8): Windows must be insulated glass with a minimum of 1 tempered pane or 20 min rated or glass block. Exterior doors must be noncombustible or ignition resistant material or 1 3/8" solid core, or have a 20 min fire-resistance rating.
- *Exterior decking and stairs* (CBC 709A / CRC R337.9): Walking surfaces of decks, porches, balconies and stairs within 10 feet of the building must be constructed of noncombustible, fire-retardant treated or heavy-timber construction. Alternate materials can be used if they are ignition-resistant and pass performance requirements specified by the State Fire Marshal.
- *Underfloor and appendages* (CBC 707A.8 / CRC R337.7.8): Exposed under-floor, underside of cantilevered and overhanging decks, balconies and similar appendages shall be non-combustible, ignition resistant, 5/8" Type X gypsum sheathing behind exterior covering, exterior portion of 1-hr assembly, meet performance criteria SFM Standard 12-7A-3 or be enclosed to grade.

ii. Ban on Wood Burning Fireplaces

As required by the MMRP, the Project's plans and specifications shall prohibit wood-burning fireplaces in single-family residences throughout the Project site. This requirement will be enforced at the time of building permit issuance and site plan review. Compliance with this Fire Safety Requirement shall also be confirmed by County building inspectors prior to issuance of certificates of occupancy for each single-family home.

iii. Fire-safe Sign Requirements

As required by the Specific Plan, no sign shall be installed, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape. In addition, no sign of any kind shall be attached to a standpipe or fire escape, except those signs required by other applicable codes or ordinances. This requirement will be enforced at the time of building permit issuance and site plan review. Compliance with this Fire Safety Requirement shall also be confirmed by County building inspectors prior to issuance of certificates of occupancy for each single-family home. During project operation, this Fire Safety Requirement shall be enforced by the Master HOA.

d. Project Operations - Ongoing Enforcement of Fire Safety Requirements, Fire Safety Education, and FMZ Clearance Inspections.

Several entities will play important roles to ensure the ongoing implementation of the Fire Safety Requirements once the Project becomes operational. The LACoFD will have primary enforcement jurisdiction over the Project with respect to matters of Fire Code compliance, while the County's Department of Regional Planning is responsible for the overall enforcement of the Specific Plan. But the Project's master homeowner's association (Master HOA) and its Fire Protection Education Committee will have key roles in ensuring Project compliance with the Fire Safety Requirements, as will the Community Forester and qualified third-party compliance inspectors funded by the Master HOA. This section describes the various responsibilities of each of these parties with respect to the comprehensive implementation of the Fire Safety Requirements during the life of the Project.

i. Master HOA Formation and CC&R Recordation

Per the Specific Plan, a non-profit Master HOA shall be formed, and the Master HOA's declaration of conditions, covenants, and restrictions (CC&Rs) will be recorded after the recordation of the Project's first final subdivision map consisting of one or more residential lots and prior to the date of the first transfer of any residential lot to a person other than the subdivider. As additional final maps are approved and recorded, the Project area covered by those maps will be annexed by the Master HOA to ensure that control of development and implementation of the CC&Rs can be maintained. Per the Specific Plan and the MMRP, the applicant for a final map shall submit to the Department of Regional Planning the form of CC&Rs so that it may confirm that new homeowners will be informed about their responsibilities under the Fire Safety Requirements. Per Title 32 of the County Code, a copy of the recorded CC&Rs describing the fuel modification requirements must be provided to the LACoFD's Forestry Division.

To the extent permitted by the California Department of Real Estate, the CC&Rs for each final map shall include provisions obligating each homeowner to comply with all of the Fire Safety Requirements applicable to that homeowner's lot and residential unit, including but not limited to all Fire Safety Requirements that (i) mandate the use of fire-safe landscaping techniques, (ii) require the maintenance of fuel modification zones on their property, (iii) prohibit the use of wood fireplaces, (iv) prohibit the installation, relocation, or maintenance of any sign so as to prevent free ingress to or egress from any door, window, or fire scape; (v) mandate the use of code compliant spark arrestors in chimneys of any fireplace, barbeque, or any heating appliance in which solid or liquid fuel is used; (vi) mandate that only Class A fire rated roof coverings be used when maintaining or repairing roof coverings; (vii) mandate that exterior windows, window walls, glazed doors, and glazed openings in exterior doors only be repaired or replaced code compliant materials (e.g., multi-pane glazing units with a minimum of one tempered pane); and (viii) require that access be provided for biannual fuel modification zone inspections.

ii. Master HOA Enforcement of CC&Rs Through Monetary Penalties

To promote enforcement of the CC&Rs, the governing documents of the Master HOA shall vest the governing board of the Master HOA with authority to impose fines on any homeowner who violates any provision of the CC&R related to Fire Safety Requirements, and shall establish a schedule of reasonable monetary penalties to be assessed by the Master HOA against any homeowner that violates any provision of the CC&Rs related to Fire Safety Requirements. The required schedule of monetary penalties shall also be included as part of a general CC&R enforcement policy to be adopted and administered by the governing board of the Master HOA, which policy shall describe in detail the steps to be followed in enforcing the Master HOA governing documents and CC&Rs. As provided in California Civil Code Section 5855, no fine shall be assessed against a homeowner for violating a provision of the CC&Rs related to Fire Safety Requirements unless and until the Master HOA first conducts a hearing on the alleged violation. At least ten days advance notice must be provided to the relevant homeowner of the date and time of the hearing, the general nature of the allegation of rules violation against such homeowner, and informing such homeowner that they have the right to attend such hearing and to address the governing board.

iii. Master HOA Ongoing Maintenance

The governing documents of the Master HOA shall provide that the Master HOA is responsible for the long-term funding and ongoing maintenance of private roads and fire protection systems, including fire sprinklers and private fire hydrants. The Master HOA governing documents shall also provide that the Master HOA is responsible for the long-term funding and implementation of all fuel modification vegetation management in Project common areas, including but not limited to roadsides (including a minimum of 20 feet clearance on each side of roads within the Project development footprint adjacent to open space areas), open space and landscape areas, and fuel modification zones. In addition, the Master HOA shall establish a reverse 9-1-1 system capable of contacting every listed telephone number in the community by computer at a rate of at least 250 calls per minute.

iv. Fire Protection Education Committee

The governing documents of the Master HOA shall establish a Fire Protection Education Committee (FEPC) The purpose of the FEPC shall be to (i) promote education programs and tools that provide information to Project homeowners about the Project's overall Fire Safety Requirements and about each homeowner's individual obligations thereunder; (ii) promote education programs and tools that provide information about wildland fire ecology, management, protection, and prevention; and (iii) coordinate with the LACoFD and other stakeholders to identify opportunities for improvement in all areas of wildland fire communication, education, protection, and prevention.

The governing documents of the Master HOA shall require the FEPC to prepare and implement of a community-wide fire education program based on the Firewise Communities structure and designed to establish the community as a Firewise USA site and to fully educate Project homeowners of their various responsibilities under the Fire Safety Requirements, including but not limited to maintaining fuel management zones areas on their respective properties. The Project master developer shall ensure that development and ongoing implementation such fire education program is funded by assessment district or by permanent and irrevocable property owner fees.

The FEPC shall annually conduct on-site community fire safety education and training programs, which programs shall be undertaken in coordination with the LACoFD's Community Risk Reduction Unit to the extent feasible or other qualified subject-matter experts, and which shall include community education regarding implementation of the Project's required FMP and ERP, and shall ensure that copies of such plans are provided to all Project homebuyers at the initial point of sale.

The FEPC shall also post on the community intranet information regarding the importance of maintaining fuel management areas in accordance with the FMP, complying with the Project's fire-resistant landscape plan, implementing all applicable Fire Safety Requirements, and regularly reviewing and becoming familiar with the Project's ERP. Complete copies of the FMP and ERP shall also be made accessible for download from the community intranet. LACoFD shall review and approve all wildfire educational material/programs before printing and distribution by the FEPC. In addition, the FEPC shall ensure that annual reminder notices are provided to each homeowner reminding them review the ERP and stay familiar with community evacuation protocols.

The FEPC shall also provide Project homebuyers, at the initial point of sale, educational materials about the health and safety benefits of emergency preparation and the need to maintain adequate emergency response supplies, such as a seven-day supply of potable water and food and solar-powered batteries for communication and refrigeration, to respond to earthquakes and other potential disasters, at the initial point of property sale, and annually thereafter in Property Owner Association Website Notices.

The FEPC shall coordinate with commercial vendors of emergency response supplies and solar batteries in order to secure discounts or other preferential terms to Project site occupants, and shall include a list of such vendors on the community intranet and in educational materials published by the FEPC.

v. Community Forester

In accordance with the Specific Plan, the Master HOA shall hire a Community Forester who is trained in urban forestry, arboriculture, horticulture, or landscape architecture to undertake tree management responsibilities. The Community Forester will also coordinate FMZs 3rd party inspections on the Project site. The Community Forester is required to develop a policy for managing public trees on the Project site and educating Project residents about the importance of trees in the community, and is responsible for implementing the Project's fire-resistant landscape plan. The Specific Plan further requires the Community Forester to develop programs that involve community organizations and residents in tree preservation, planting and tree care so as to ensure that community trees are, among other things, maintained in accordance with all Fire Code access requirements. Per the Specific Plan, the Community Forester must also prepare an annual tree management plan and implement programs to improve the community's tree canopy in a manner that complies with all Fire Code and LAFCD requirements. In addition, the Specific Plan requires the Community Forester to maintain the Project's fire-resistant plant palette and to consult with the County's staff biologist regarding proposed revisions to the community plant palette described in the Specific Plan. However, the LAFCD shall have final approval over the final plant palette for fuel modification zones and modifications thereto.

vi. Third-Party Compliance Inspectors

To confirm that the Project's fuel management zones and landscape areas are being maintained according to the Fire Safety Requirements and the LACoFD's fuel modification guidelines, the Master HOA shall obtain a fuel management zone inspection and report from a qualified LACoFD-approved third-party inspector in May/June of each year certifying that vegetation management activities throughout the Project site have been timely and properly performed. If the third-party inspector determines that a fuel management zone or landscape area is not compliant with all applicable fire-safety standards, the Master HOA shall have a specified period, not to exceed sixty days, to correct any noted issues so that a re-inspection can occur and certification can be achieved. Annual inspection fees may be subject to the current Fire Department Fee Schedule.

Exhibit A

Centennial Specific Plan Fire Safety Requirements:

1. Fuel Modification Plan (FMP)

- Required by Mitigation Measure MM 3-9, which provides:

The Project Applicant/Developer shall prepare a Fuel Modification Plan demonstrating compliance with the County Fire Code Title 32 and shall provide all new residents and business owners with recorded Covenants, Conditions, and Restrictions (CC&Rs) or disclosure statements that identify the responsibilities for maintaining the fuel modification zone(s) on their property, as defined in the approved Fuel Modification Plan. The CC&Rs or disclosure statements prepared by the Project Applicant/Developer shall be submitted to the County to confirm that new property owners will be informed of their responsibilities for maintaining the fuel modification zone(s) on their property.

- Review and approval:
 - Per MMRP, the FMP must be provided to the California Department of Forestry and Fire Protection for peer review and to the LACoFD for review and approval.
- Timing:
 - Per MMRP, the FMP must be approved prior to the recordation of final maps.
- Other Requirements:
 - The Specific Plan, pages 3-99 through 3-100, provides significant detail on the required content and implementation of the FMPs, all of which should be reflected in the Fire Protection Plan.
 - Per the MMRP, a copy of the relevant FMP must be provided to all new residents and businesses with CC&Rs or disclosure statements prior to the sale of any-on-site properties.
 - See also Mitigation Measures MM 6-1, 6-3, MM 7-1, 7-16, and 7-21, which include additional requirements and restrictions regarding fuel modification in order to limit impacts to cultural and biological resources, all of which should be reflected in the Fire Protection Plan.

2. Vegetation Management Fire Abatement Implementation Plan

- Required by Mitigation Measure MM 7-21, which provides:

In order to ensure that no direct impacts to Significant Ecological Area (SEA) 17 occur,

brush clearance zones shall be contained within the current Project impact boundary and no overlap with the adjacent SEA 17 shall occur. Vegetation management for fire abatement purposes is not authorized in SEA areas. An Implementation Plan, including fire risk abatement measures (including but not limited to vegetation management) required to comply with State and County fire prevention and response legal requirements, shall be submitted as part of the tentative tract map for portions of the Project site that border an SEA or mitigation preserve area. The Plan shall include: (a) a summary of applicable State and County fire risk abatement requirements; (b) a prohibition on the use of vegetation clearance within SEA 17 or mitigation preserve areas. The Plan shall be submitted to the County for approval with the first tentative map, and shall be updated to include new or modified State or County fire risk abatement requirements as part of each subsequent tentative tract map submittal.

- Review and approval:
 - Per the MMRP, the Implementation Plan must be submitted to the California Department of Forestry and Fire Protection for peer review and to the County Department of Regional Planning for review and approval.
- Timing:
 - Per the MMRP, the Implementation Plan must be approved prior to approval of tentative maps for portions of the Project that border a SEA or mitigation preserve area.

3. Fire Stations

- Required by Mitigation Measure 16-1, which provides:

At buildout, the Los Angeles County Fire Department (LACoFD) fire stations shall be located such that response times to the Project site shall be 5 minutes or less for fire service responses and 8 minutes or less for the advanced life support (paramedic) unit responses within the Project site.

- Required by Mitigation Measure 16-3, which provides:

The Project Applicant/Developer shall provide land, convey title, and shall construct and equip, to the specifications and requirements of the LACoFD, for up to four new Fire Stations to the LACoFD. The approved final plans and specifications for the Project shall identify locations of the fire stations. The LACoFD shall have final approval over the fire station site locations. The timing for the construction of the on-site fire stations shall be established by the LACoFD dependent upon the phasing of development, with the first on-site fire station operational no later than the time the 1,000th dwelling unit is built on site.

- Review and approval:
 - Per MM 16-3, the LACoFD shall have final approval over the fire station site locations.

- Timing:
 - Per the MMRP, MM 16-1 must be satisfied prior to approval of tentative maps.
 - Per the MMRP, MM 16-3 must be satisfied prior to approval of plans and specifications for final maps.
 - Per the Development Agreement, all fire stations must be equipped to be compatible with the LACoFD's Development Impact Mitigation Agreement standards. See Dev. Agmt., Exhibit G, Section 3.2.
 - Per the Development Agreement, Fire Station # 1 must be a station of 10,000 square feet, Fire Station # 2 must be a station of 13,000 square feet, and Fire Station #3 must be a station of 10,000 square feet and equipped as provided in the Development Agreement, and it must be completed prior to the issuance of a certificate of occupancy. See Dev. Agmt., Exhibit G, Section 3.2.
 - Per the Development Agreement, and per MM 16-3, it remains to be determined whether the Project will be required to construct a fourth fire station, but such determination shall be based on need established pursuant to MM 16-1. See Dev. Agmt., Exhibit G, Section 3.2.
 - Per the Development Agreement, the general locations of the three required fire stations will be situated as identified on Exhibit 4-1 of the FEIR, subject to relocation based on mutual agreement of the Developer and the County. If it is determined that fourth station is required, it will be located based on mutual agreement of the Developer and County. Nevertheless, LACoFD will have final approval of any fire station location. See Dev. Agmt., Exhibit G, Section 3.1.
 - Per the Development Agreement, Fire Station #1 must be completed prior to the issuance of a certificate of occupancy for the Project's 1,000th residential unit, and Fire Stations #2 and #3 must be completed prior to the issuance of a certificate of occupancy for any residential unit located outside of a station's five-minute response time. See Dev. Agmt., Exhibit E-1.
 - Per the Development Agreement, existing Fire Station #77 will serve the first 1,000 Project dwelling units (before Fire Station #1 is operational).
 - Per the Specific Plan, at page 3-37, two fire station sites shall have a building pad consisting of a net buildable area of 1.25 acres. The third site shall have a net buildable area of 4 acres. All sites will be rectangular in shape, with utilities stubbed to the property.

- Other Requirements:
 - Per Mitigation Measure MM 16-2, the Developer must pay developer fees in accordance with the LACoFD Developer Fee Program until such time as the Developer has conveyed an approved, operational fire station to LACoFD, unless otherwise agreed to by the Developer and LACoFD in accordance with the LACoFD Developer Fee Program's land-in-lieu of fees provisions.

4. Emergency Response Plan

- Required by Mitigation Measure MM 3-7, which provides:

The Project Applicant/Developer shall prepare an Emergency Response Plan for the Project, which shall be updated as needed for each Tentative Map, and shall be submitted to the County (California Department of Forestry and Fire; and County Fire Department and/or County Sheriff's Department) for review and approval. The Project Applicant/Developer shall be responsible for distributing the current Emergency Response Plan to each purchaser or tenant of each property within Centennial, and shall distribute the Plan to all landowners through the Transportation Management Agency (TMA).

- Required by Development Agreement, Exhibit G, Section 12.3, which provides:

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

- Review and approval:

- Per the MMRP, the Emergency Response Plan must be submitted to the California Department of Forestry and Fire Prevention for peer review and to the LACoFD and/or Sheriff's Department for review and approval.

- Timing:

- Per the MMRP, MM 3-7 must be satisfied prior to approval of tentative maps.

5. Landscape Plan

- Required by Mitigation Measure 7-13, which provides in relevant part:

The Project Applicant/Developer shall develop a Landscaping Plan for review and approval by the County Biologist. The Landscaping Plan shall be (1) prepared by a qualified biologist, (2) submitted to the County for approval with each tentative map, (3) provided to builders, (4) provided to future project occupants as described in the Specific Plan, and (5) include a plant palette composed of non-invasive species that are adapted to the conditions found on the Project site and do not require high irrigation rates. The Landscaping Plan shall also include a list of invasive plant species prohibited from being planted on the Project site. In addition, retail sales of these invasive plant species will be prohibited at any businesses (nurseries) located within the Project site. Landscape plans shall encourage planting of local natives typical of native vegetation within ten miles of the Project site.

- Review and approval:
 - Per the MMRP, the Landscape Plan must be reviewed and approved by the County Department of Regional Planning.
- Timing:
 - Per Mitigation Measure 7-13, a Landscape Plan must be submitted for approval with each tentative map application.
- Other requirements:
 - The Specific Plan, at page 2-78, provides that "a Community Forester (licensed arborist or licensed with the Department of Forestry and/or fire warden) shall oversee ... implementation of the long-term landscape plan within developed areas."
 - The Specific Plan, at page 3-42, explains that the Specific Plan plant pallet was prepared in accordance with the LACoFD's Fuel Modification Plan Guidelines, and, at page 3-99, requires the use of fire-retardant plants in fuel modification zones.
 - The Specific Plan, at page 3-29, requires landscaping in the plan's Open Space Zone to be dominated by native and/or drought tolerant trees, shrubs and ground cover, taking into consideration fuel modification requirements, such as using plants that are fire resistant.
 - The Centennial Green Development Program set forth in Specific Plan Appendix A-1 requires the project to implement fire-safe landscaping techniques to reduce fire risks to biological resources and human safety in the fuel modification zones.

- The Hillside Design Guidelines set forth in Specific Plan Appendix 1-B requires landscaping in a manner that, among other things, increases fire protection.

6. Ban on Wood-Burning Fireplaces

- Required by Mitigation Measure MM 11-3, which provides:

The Project's plans and specifications shall prohibit wood-burning fireplaces as required by SCAQMD Rule 445 in single-family residences throughout the entire Project site, including at residences that are 3,000 or more feet above mean sea level at which the SCAQMD prohibition would otherwise not apply. Natural gas fireplaces shall be limited to a total of 13,954. These requirements shall be posted on the community intranet and shall be clearly described and distributed to home buyers through their home purchase contracts and CC&Rs.

- Also required by the Specific Plan's General Development Standards. See Specific Plan page 2-78.
- Review and approval:
 - Per the MMRP, compliance with this requirement will be monitored by County Regional Planning and/or the Department of Public Building and Safety.
- Timing:
 - Compliance will be monitored at the building permit stage.

6. Miscellaneous Requirements

- Planned utility undergrounding and Project improvements to Highway 138 will help further reduce fire risk and provide better emergency egress, as discussed on Specific Plan page M-11.
- As discussed on Specific Plan page 3-9, classifications and street cross-sections were developed in partnership with the Department of Regional Planning, as well the County of LA's Public Works and Fire Departments: modifications to these cross-sections require approval from Public Works and LACoFD.
- As discussed on Specific Plan page 2-83, no sign shall be installed, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape. No sign of any kind shall be attached to a standpipe or fire escape, except those signs as required by other codes or ordinances.
- As discussed in footnote 21 of the Specific Plan's Appendix 2-C, the curb-to-curb width of each private driveway and fire lane will be approved by the Los Angeles County Fire Department and Department of Public Works

- The Project will be required to comply with all then-current fire code and building safety requirements, which should be detailed in the Fire Protection Plan.
- To ensure safe ingress and egress to, from and within the project site during construction, Mitigation Measure MM 3-8 provides as follows:

The Project Applicant/Developer shall prepare a Traffic Control Plan in accordance with the California Manual on Uniform Traffic Control Devices (MUTCD). The Traffic Control Plan shall be reviewed and approved by the California Department of Transportation (Caltrans), and all construction activities in the public right-of-way shall comply with the approved Traffic Control Plan to the satisfaction of Caltrans. Documentation of Caltrans approval shall be provided to the County for any Tentative Map involving construction within State Route 138 right-of-way.

Exhibit 2 - Tejon Ranch Boundaries

Tejon Ranch Boundary

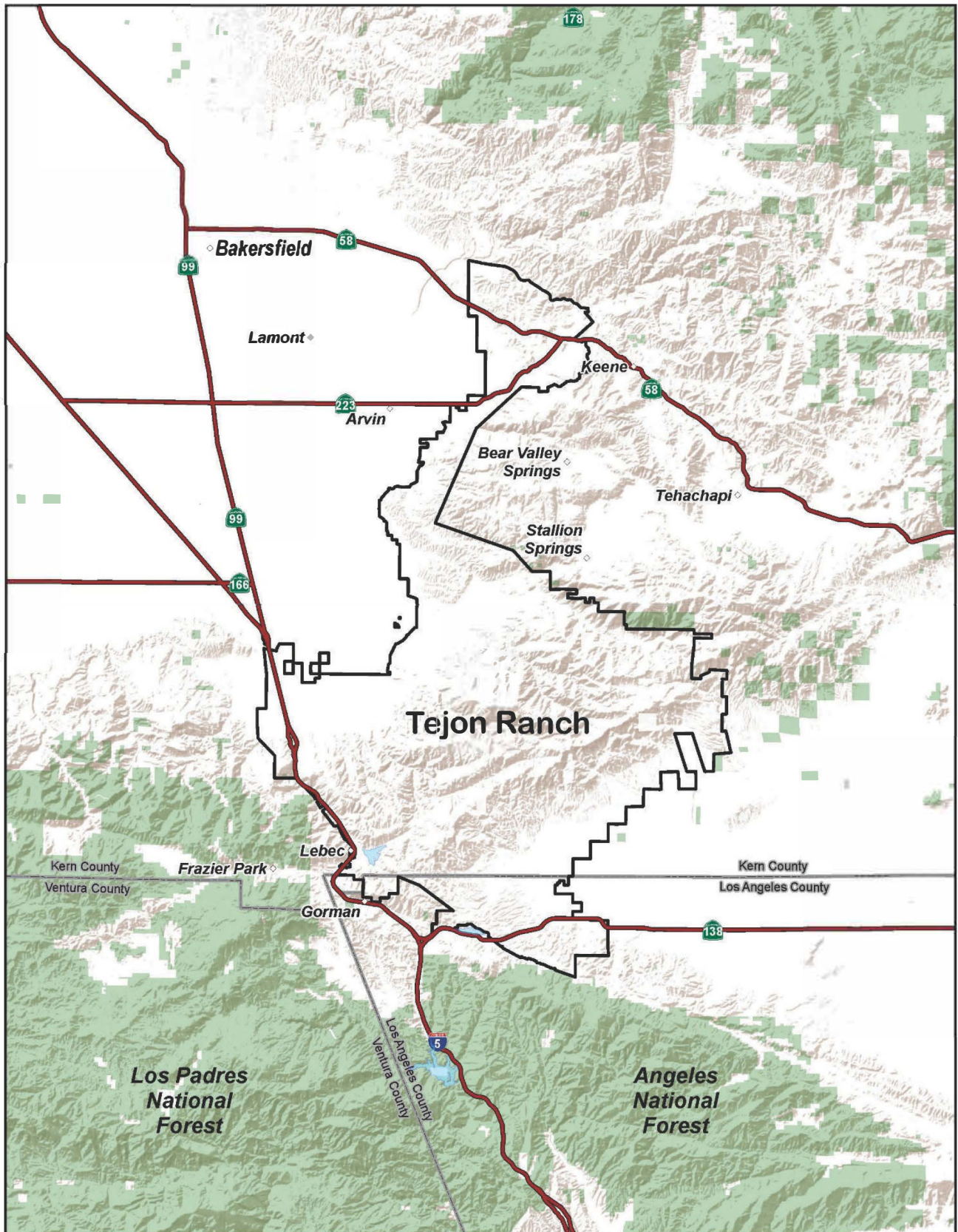


Exhibit 3 - Greenhouse Gas Calculations and Net Zero GHG Project Tracking Tool

The following greenhouse gas calculation have been agreed upon by the Parties for the Project to be a Net Zero GHG Project, and to serve as a tracking tool for Centennial to report on its compliance with the GHG Mitigation Plan, Annual Report, and certificate of occupancy GHG compliance requirements included in the Agreement. All capitalized terms used in this Exhibit have the same meaning as the capitalized terms in the Agreement.

Part 1: GHG Calculations

GHG BAU Emissions/Year (30 Year Basis): 500,000 MT/Year

Reduced by Itemized GHG Mitigation Measures: 185,000 MT/year or 37% of 500,000 MT/Yr

Reduced by Centennial energy requirements: 64,000 MT/Year or 12.8% of 500,000 MT/Yr

Reduced by Grapevine residential gas restriction: 17,313.46 MT/Year or 3.46% of 500,000 MT/Yr

Reduced by class 1-7 truck incentives: 1,549.50 MT/year or .31% of 500,000 MT/Yr (Tejon Ranch reduction)

Total Tejon Ranch reductions: 267,862.96 MT/Year or 53.57% of 500,000 MT/Yr

Total remaining GHG reductions required from Non-Itemized GHG Mitigation Measures: 232,137.04 MT/Year or 46.43%.

GHG applied in ratios to residential/commercial buildings to 232,137.04 MT/Year as follows:

53% of GHG from Residential (Per DU): 190.92 MT/DU

47% of GHG from Commercial (Per 1,000 SF): 324.13 MT/KSF)

Part 2: Net Zero Project GHG Agreement Compliance Tracking Tool:

Part A Reporting: GHG Mitigation Plan for Vesting Tentative Tract Map

1. Onsite Residential: ___ Dwelling Units Included in VTTM Application

Itemized GHG Mitigation Measure Compliance

- One Level 2 or Higher EVSE for single family DUs
Agreement § 1.a.1.b
- One Level 2 or Higher EVSE such that one electrical charger is provided each non-single family DU
Agreement § 1.a.1.c
- ___ \$5,000 EV incentives available (of 9,667 incentive DUs)
Agreement § 1.a.1.a
- No natural gas service or fossil fuel fireplaces
Agreement § 1.a.5.a
- Backup Batteries: Included if Code req'd; Option if not required
Agreement § 1.a.5.b
- CCA Renewable Power Compliance
Agreement § 1.a.5.c

Cumulative DU Total in All Approved/Submitted VTTMs: ___ of 19,333 DUs

2. Onsite Non-Residential: ___ square feet (SF) in VTTM Application

Itemized GHG Mitigation Measures

- One Level 2 or Higher EVSE per 3,500 of SF
3,500 EVSE Total per *Agreement § 1.a.2.a*
- Natural gas restricted to essential uses only
Agreement § 1.a.5.a
- Backup Batteries: Included if Code req'd; Option if not required
Agreement § 1.a.5.b
- CCA Renewable Power Compliance
Agreement § 1.a.5.c

3. Other Itemized GHG Mitigation Measures

- One Level 2 or Higher EVSE charger in SCAQMD DACs per 4 DUs
Agreement §§ 1.a.4 (___ cumulative of 5,000 chargers total)
- \$ ___ of \$5,000 grants for EV service fleet vehicles per 48 DUs
Agreement §§ 1.a.3.a, 1.a.3. b (___ of 400 \$5,000 grants totaling \$2 million)

- ____ of \$20,000 grants for EV transit/school bus/vans per 48 DUs
Agreement §§ 1.a.3.d (____ of \$8M total)
- ____ Medium/Heavy Duty Truck EVSEs at TRCC per 100,972 SF
Agreement § 1.a.2.b (____ of 100 total TRCC Truck EVSEs)
- ____ of \$7,500 grants for EVSE Class 1-7 trucks/vans per 38 DUs (____ of \$3,750,000 total)
Agreement §§ 1.a.2.d (____ of 500 vehicles total)

EXHIBIT 4 – PUBLIC STATEMENT

Date: December 01, 2021

CENTENNIAL AT TEJON RANCH IS SETTING NEW STANDARDS FOR FIRE SAFE, SUSTAINABLE, AFFORDABLE MASTER PLANNED COMMUNITIES IN CALIFORNIA

In a major new agreement, the master planned community of Centennial, which has already committed to include 18% affordable housing units, will now achieve a net zero carbon project status that exceeds California's climate goals; and include new wildfire resilience measures to significantly enhance safety both in and outside the community.

(Tejon Ranch, CA) Tejon Ranch Co. (NYSE: TRC) and Climate Resolve, a Los Angeles-based nonprofit organization, today announced an unprecedented agreement regarding the Centennial at Tejon Ranch master planned community. The planned development of more than 19,300 homes and 10.1 million square feet of commercial and industrial space, which has received approvals from Los Angeles County, may now proceed to the next steps in the California development process.

Centennial, which has committed to include 3,480 affordable housing units as a part of its Los Angeles County approvals, will now also become a greater net zero project, meeting and exceeding all the state's goals and requirements to combat climate change.

The enhanced climate and wildfire resilience measures contained in the agreement set a new standard for development in California and represent the largest climate investment by a housing development in the state, a milestone achieved through the cooperation of both Tejon Ranch and Climate Resolve.

As part of the agreement, Climate Resolve has agreed to dismiss with prejudice its claim that the County of Los Angeles violated the California Environmental Quality Act (CEQA) when it approved Centennial in May of 2019.

With the dismissal of the lawsuit, Tejon Ranch Co. retains the legislative approval needed to continue the process that will lead to the development of a well-planned and critically needed community that will bring thousands of homes and jobs to Los Angeles County.

The agreement includes the following measures and features.

- **Net Zero GHG Emissions:** The community commits to net zero GHG emissions by reducing to zero all emissions through significant on-site and off-site commitments. A large component prioritizes disadvantaged communities, followed by other projects within Los Angeles County, and other parts of southern and central California.
- **Electric Vehicle Advancement:** Advance the EV future through commitments to install almost 30,000 chargers within and outside the community. Provide incentives to support the purchase of 10,500 electric vehicles.
- **Wildfire Prevention:** Funding for on-site and off-site fire protection and prevention measures, including fire-resilient design, planning, and vegetation management with benefits to neighboring communities.

- Unrivaled Transparency: Provide annual public reports and create an organization empowered to monitor progress to ensure the agreement results in the benefits identified.

“We are pleased to reach this agreement with Climate Resolve that will enable us to address California’s housing crisis in the most sustainable manner possible,” said Gregory S. Bielli, President and CEO of Tejon Ranch Company. “Tejon Ranch has a legacy of environmental stewardship, as well as using its land to meet major needs in California. More than ever, the state desperately needs the 19,333 housing units Centennial will provide, including the nearly 3,500 affordable units. At the same time, California needs to achieve its climate goals. This agreement outlines a way to create this unique climate-friendly, fire-safe, affordable mixed use master planned community that helps California address its housing needs consistent with the state’s policy goals.”

“Working with Tejon Ranch, we’ve been able to secure the largest climate commitment by a housing development in the state’s history,” said Jonathan Parfrey, Executive Director of Climate Resolve.

“We’re setting a new climate standard that surpasses anything previously done in the state. Our agreement builds upon the 2008 Tejon Ranch Conservation and Land Use Agreement and takes the added steps of further protecting the land from the threat of wildfire and zeroing-out greenhouse gas emissions at the Centennial project.”

Both Tejon Ranch Company and Climate Resolve look forward to working together to implement an agreement that sets a new precedent for the development of fire safe, sustainable communities that will meet the needs of California today, and in the future.

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Forward-Looking Statements

This press release contains forward-looking statements, including without limitation statements regarding our commitments under the Settlement Agreement and certain aspects of our real estate operations. In some cases, these statements are identifiable through use of words such as “commit” and “will.” These forward-looking statements are not a guarantee of future performance, are subject to assumptions and involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the Company to differ materially from any future results, performance, or achievement implied by such forward-looking statements. These risks, uncertainties and important factors include, but are not limited to, the impacts of COVID-19 and the actions taken by governments, businesses, and individuals in response to it, success in obtaining various governmental approvals and entitlements for land development activities, and the risks described in the section entitled “Risk Factors” in our annual and quarterly reports filed with the SEC.