



Carson Reclamation Authority

Monday, November 3, 2025
701 East Carson Street
City Hall

4:00 PM

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

This Agenda and corresponding staff reports can be found on the City of Carson website at www.ci.carson.ca.us

"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at 310-952-1720 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

PUBLIC INFORMATION

The public may address the members of the Carson Reclamation Authority on matters within the jurisdiction of the Authority during the designated public comment periods. There will be two oral communication sessions: one on items ON the agenda, and another on the matters NOT on the agenda. The Oral Communications portion of the agenda is limited to one hour, with comments from each speaker limited to 3 minutes depending on the number of speakers, unless otherwise approved by the board.

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING VIA:

- **Email:** cityclerk@carsonca.gov (up to 2 hours prior to the start of the meeting).
- **Written:** Delivered to the City Clerk's Office at City Hall (up to 2 hours prior to the start of the meeting).

Emailed and written comments received by the City Clerk's Office may not be read aloud during the meeting but will be provided to the Board and incorporated into the record.

PUBLIC VIEWING OF THIS MEETING WILL BE AVAILABLE BY:

- **Livestream:** www.carsonca.gov
- **YouTube:** www.youtube.com/@CityofCarsonCalifornia
- **Cable TV:** Spectrum (Channel 35) and ATT (Channel 99)

RULES OF DECORUM:

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.

5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

- Treat everyone courteously
- Listen to others respectfully
- Exercise self-control
- Give open-minded consideration to all viewpoints
- Focus on the issues and avoid personalizing debate
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and rolls for forging sound decisions

Everyone is urged to take appropriate health safety precautions before entering Carson City Hall. Wearing a mask is not required but highly recommended for those who are experiencing any airborne illness symptoms.

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)

ROLL CALL (AUTHORITY SECRETARY)

FLAG SALUTE

INVOCATION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

RECOMMENDED ACTION

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

RECOMMENDED ACTION

— A closed session will be held, pursuant to Government Code Section 54956.8, to enable the Authority Board to consider negotiations with Carson Goose Owner, LLC, and to give direction to its negotiator John Raymond, Executive Director, regarding that certain real property known as 20400 S. Main Street, Carson. The Authority's real property negotiator will seek direction from the Authority Board regarding the price and terms of payment for the property.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

RECESS INTO CLOSED SESSION

RECONVENE INTO OPEN SESSION

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority. No action may be taken on non-agendized items except as authorized by law. Speakers are limited to no more than three minutes, speaking once.

APPROVAL OF MINUTES

3. APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES:
SEPTEMBER 2, 2025 (SPECIAL), SEPTEMBER 2, 2025 (REGULAR), SEPTEMBER 10, 2025 (SPECIAL),
OCTOBER 1, 2025 (SPECIAL), AND OCTOBER 22, 2025 (SPECIAL)

RECOMMENDED ACTION

— APPROVE the minutes as listed.

CONSENT

4. CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS RESOLUTION
NO. 25-10-CRJPA

RECOMMENDED ACTION

— APPROVE RESOLUTION NO. 25-10-CRJPA

5. CONSIDER THE MONTHLY RESERVES AND CASH REPORT FOR THE CARSON RECLAMATION
AUTHORITY FOR MONTH ENDING SEPTEMBER 30, 2025

RECOMMENDED ACTION

— RECEIVE and FILE.

6. CONSIDER SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND ASSOCIATED
DOCUMENTATION WITH CAM-CARSON, LLC AND ALL RELATED PARTIES

RECOMMENDED ACTION

— RECEIVE AND FILE THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE, INCLUDING ALL
EXHIBITS AND ASSOCIATED AGREEMENTS, BY AND AMONG THE CARSON RECLAMATION
AUTHORITY, THE CITY OF CARSON, CAM-CARSON, LLC, SIMON PROPERTY GROUP, INC., SIMON
PROPERTY GROUP, L.P., SI-CARSON LLC (THE "SIMON PARTIES"); AND THE MACERICH COMPANY
AND MACERICH FOLA LLC (THE "MACERICH PARTIES")

DISCUSSION

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

ADJOURNMENT



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, November 3, 2025, 4:00 PM

CLOSED SESSION 1.

To: Carson Reclamation Authority
From: John Raymond, Executive Director
Subject: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

I. SUMMARY

II. RECOMMENDATION

A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

III. ALTERNATIVES

IV. BACKGROUND

V. FISCAL IMPACT

VI. EXHIBITS



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, November 3, 2025, 4:00 PM

CLOSED SESSION 2.

To: Carson Reclamation Authority
From: John Raymond, Executive Director
Subject: CONFERENCE WITH REAL PROPERTY NEGOTIATOR

I. SUMMARY

II. RECOMMENDATION

A closed session will be held, pursuant to Government Code Section 54956.8, to enable the Authority Board to consider negotiations with Carson Goose Owner, LLC, and to give direction to its negotiator John Raymond, Executive Director, regarding that certain real property known as 20400 S. Main Street, Carson. The Authority's real property negotiator will seek direction from the Authority Board regarding the price and terms of payment for the property.

III. ALTERNATIVES

IV. BACKGROUND

V. FISCAL IMPACT

VI. EXHIBITS



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, November 3, 2025, 4:00 PM

APPROVAL OF MINUTES 3.

To: Carson Reclamation Authority

From: Dr. Khaleah K. Bradshaw, Authority Secretary

Subject: APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES:
SEPTEMBER 2, 2025 (SPECIAL), SEPTEMBER 2, 2025 (REGULAR), SEPTEMBER 10, 2025 (SPECIAL),
OCTOBER 1, 2025 (SPECIAL), AND OCTOBER 22, 2025 (SPECIAL)

I. SUMMARY

The Authority Secretary is seeking approval of the following minutes:

- Tuesday, September 2, 2025 (Special)
- Tuesday, September 2, 2025 (Regular)
- Wednesday, September 10, 2025 (Special)
- Wednesday, October 1, 2025 (Special)
- Wednesday, October 22, 2025 (Special)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, September 2, 2025 (Special)
2. Minutes, September 2, 2025 (Regular)
3. Minutes, September 10, 2025 (Special)
4. Minutes, October 1, 2025 (Special)
5. Minutes, October 22, 2025 (Special)

Prepared by: Dr. Khaleah K. Bradshaw, Authority Secretary and Joy Simarago, Deputy Authority Secretary

Attachments

[Minutes - CRA Special Meeting 09-02-25.pdf](#)

[Minutes - CRA Regular Meeting 09-02-25.pdf](#)

[Minutes - CRA Special Meeting 09-10-25.pdf](#)

[Minutes - CRA Special Meeting 10-01-25.pdf](#)

[Minutes - CRA Special Meeting 10-22-25.pdf](#)



TUESDAY, SEPTEMBER 2, 2025
701 East Carson Street
City Hall
3:00 PM

CARSON RECLAMATION AUTHORITY

SPECIAL MEETING MINUTES

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Sr., Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (3:00PM)

The meeting was called to order at 3:10 P.M. by Authority Vice Chair Cedric Hicks, Sr. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (AUTHORITY SECRETARY)

Authority Secretary, Dr. Khaleah K. Bradshaw noted the following:

Authority Board Members Present:

Authority Vice Chair Cedric Hicks, Sr.

Board Member Ray Aldridge, Jr.

Board Member Lillian Hopson

Board Member Dianne Thomas

Authority Board Members Absent:

Authority Chair Lula Davis-Holmes (Entered at 3:30 P.M. during Closed Session)

Also Present:

Monica Cooper, Authority Treasurer; Sunny Soltani, Authority Counsel; and John Raymond, Executive Director

FLAG SALUTE

Board Member Hopson led the Pledge of Allegiance.

INVOCATION

Board Member Thomas gave the invocation.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION- RECOMMENDED ACTION

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: No reportable action was taken.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

Authority Counsel Soltani announced the Closed Session item.

RECESS INTO CLOSED SESSION

The meeting was recessed at 3:13 P.M. by Authority Vice Chair Hicks, Sr. to Closed Session.

RECONVENE INTO OPEN SESSION

The meeting was reconvened at 4:00 P.M. by Authority Vice Chair Hicks, Sr. with all members previously noted present except Authority Chair Davis-Holmes absent.

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

Authority Counsel Soltani provided the Closed Session Report.

(Authority Chair Davis-Holmes reentered the meeting at 4:01 P.M.)

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

None.

ADJOURNMENT

The meeting was adjourned at 4:01 P.M. by Authority Vice Chair Hicks, Sr.

Lula Davis-Holmes

Authority Chair

ATTEST:

Dr. Khaleah K. Bradshaw

Authority Secretary



TUESDAY, SEPTEMBER 2, 2025
701 East Carson Street
City Hall
4:00 PM

CARSON RECLAMATION AUTHORITY

REGULAR MEETING MINUTES

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Sr., Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)

The meeting was called to order at 4:07 P.M. by Authority Chair Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (AUTHORITY SECRETARY)

Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:

Authority Board Members Present:

Authority Chair Lula Davis-Holmes

Authority Vice Chair Cedric Hicks, Sr.

Board Member Ray Aldridge, Jr.

Board Member Dianne Thomas

Board Member Lillian Hopson

Also Present:

Monica Cooper, Authority Treasurer; Sunny Soltani, Authority Counsel; and John Raymond, Executive Director

FLAG SALUTE

Authority Chair Davis-Holmes ordered to forego the Flag Salute since it was addressed during the previous Carson Reclamation Authority Special Meeting at 3:00 P.M.

INVOCATION

Authority Chair Davis-Holmes ordered to forego the Invocation since it was addressed during the previous Carson Reclamation Authority Special Meeting at 3:00 P.M.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

APPROVAL OF MINUTES

1. APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES: JULY 7, 2025 (REGULAR)- 4:08 PM

RECOMMENDED ACTION

— APPROVE the minutes as listed.

To Approve motion by Dianne Thomas seconded by Ray Aldridge, Jr. resulting in 5-0-0-0-0

CONSENT

To Approve motion by Cedric Hicks seconded by Dianne Thomas resulting in 5-0-0-0-0

2. CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS RESOLUTION NO. 25-09-CRJPA- 4:09 PM

RECOMMENDED ACTION

— APPROVE RESOLUTION NO. 25-09-CRJPA

ACTION: Item No. 2 was approved on Consent.

3. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CARSON RECLAMATION AUTHORITY-MONTH ENDING JUNE 30, 2025 - 4:09 PM

RECOMMENDED ACTION

— RECEIVE and FILE.

ACTION: Item No. 3 was approved on Consent.

4. CONSIDER AMENDMENT NO. 3 TO THE AGREEMENT WITH DAVID TAUSSIG AND ASSOCIATES, INC., D/B/A DTA, TO PROVIDE CFD RESTRUCTURING AND SPECIAL TAX CONSULTING SERVICES TO THE CARSON RECLAMATION AUTHORITY, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE TERM OF THE AGREEMENT TO MARCH 27, 2026

RECOMMENDED ACTION

— APPROVE AMENDMENT NO. 3 TO AGREEMENT BETWEEN THE CARSON RECLAMATION AUTHORITY AND DAVID TAUSSIG AND ASSOCIATES, INC. D/B/A DTA, A CALIFORNIA CORPORATION, EXTENDING THE TERM TO MARCH 27, 2026

— AUTHORIZE the Executive Director to execute the Agreement in a form acceptable to the Authority Counsel.

ACTION: Item No. 4 was approved on Consent.

DISCUSSION

None.

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

Authority Vice Chair Hicks, Sr. announced the 5th Annual Cajun and Blues White Linen Affair will be held on Saturday, September 6, 2025, at the parking lot of City Hall from 5:30 P.M. to 10:30 P.M.; \$65.00 a ticket; contact City Hall for more information.

Authority Chair Davis-Holmes thanked Jan Vogel with the South Bay Workforce Investment Board, Carson Citizens Cultural Arts Foundation, Council Aides and everyone involved with the wonderful Job Fair that was held at the Civic Center.

Board Member Thomas shared there were positive feedbacks regarding the Job Fair.

ADJOURNMENT

The meeting was adjourned at 4:13 P.M. by Authority Chair Davis-Holmes.

Lula Davis-Holmes

Authority Chair

ATTEST:

Dr. Khaleah K. Bradshaw

Authority Secretary



WEDNESDAY, SEPTEMBER 10, 2025
701 East Carson Street
City Hall
12:00 PM

CARSON RECLAMATION AUTHORITY

**SPECIAL MEETING
MINUTES**

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Sr., Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (12:00PM)

The Rules of Decorum recording was presented at the beginning of the meeting.

The meeting was called to order at 12:03 P.M. by Authority Vice Chair Hicks, Sr. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (AUTHORITY SECRETARY)

Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:

Authority Board Members Present:

Authority Chair Lula Davis-Holmes

Authority Vice Chair Cedric Hicks, Sr.

Board Member Ray Aldridge, Jr.

Board Member Dianne Thomas

Board Members Absent:

Board Member Lillian Hopson

Also Present:

Monica Cooper, Authority Treasurer; Sunny Soltani, Authority Counsel; Danny Aleshire, Assistant Authority Counsel; and John Raymond, Executive Director

FLAG SALUTE

Authority Chair Davis-Holmes led the Pledge of Allegiance.

INVOCATION

Board Member Thomas gave the invocation.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION- 12:11 PM

RECOMMENDED ACTION

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: No reportable action was taken.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

Assistant Authority Counsel Aleshire announced the Closed Session item.

RECESS INTO CLOSED SESSION

The meeting was recessed at 12:07 P.M. by Authority Vice Chair Hicks, Sr. to Closed Session.

RECONVENE INTO OPEN SESSION

The meeting was reconvened at 12:50 P.M. by Authority Vice Chair Hicks, Sr. except Authority Chair Davis-Holmes absent.

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

Assistant Authority Counsel Aleshire gave the Closed Session Report.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

None.

ADJOURNMENT

The meeting was adjourned at 12:51 P.M. by Authority Vice Chair Hicks, Sr. except Authority Chair Davis-Holmes absent.

Lula Davis-Holmes

Authority Chair

ATTEST:

Dr. Khaleah K. Bradshaw

Authority Secretary



Wednesday, October 1, 2025, 4:00 PM
701 East Carson Street
City Hall

Carson Reclamation Authority
Special Meeting

MINUTES

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Sr., Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)

The meeting was called to order at 4:00 P.M. by Authority Vice Chair Cedric Hicks, Sr. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (AUTHORITY SECRETARY)

Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:

Authority Board Members Present:

Authority Vice Chair Cedric Hicks, Sr.

Board Member Ray Aldridge, Jr.

Board Member Dianne Thomas

Board Member Lillian Hopson

Authority Board Members Absent:

Authority Chair Lula Davis-Holmes (Entered at 4:05 P.M.)

Also Present:

Danny Aleshire, Assistant Authority Counsel; and John Raymond, Executive Director

FLAG SALUTE

Board Member Aldridge, Jr. led the Pledge of Allegiance.

INVOCATION

Board Member Thomas gave the invocation.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION-

RECOMMENDED ACTION

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: No reportable action was taken.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

Assistant Authority Counsel Aleshire announced the Closed Session item.

RECESS INTO CLOSED SESSION

The meeting was recessed at 4:05 P.M. by Authority Vice Chair Hicks, Sr. to Closed Session.

RECONVENE INTO OPEN SESSION

The meeting was reconvened at 5:06 P.M. by Authority Vice Chair Hicks, Sr. with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

Assistant Authority Counsel Aleshire gave the Closed Session Report.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

CONSENT

To Approve motion by Dianne Thomas seconded by Lillian Hopson resulting in 5-0-0-0-0

2. CONSIDER RENEWAL OF A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF \$60,490,803 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$409,342, AN ENGINEERING FEE OF \$3,500, AND SURPLUS LINES TAX OF \$13,128 FOR A TOTAL OF \$425,970, PROCURED THROUGH MARSH USA, INC.

RECOMMENDED ACTION

- 1. APPROVE A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. CONSIDER RENEWAL OF A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF \$60,490,803 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$409,342, AN ENGINEERING FEE OF \$3,500, AND SURPLUS LINES TAX OF \$13,128 FOR A TOTAL OF \$425,970, PROCURED THROUGH MARSH USA, INC.
- 2. AUTHORIZE the Executive Director to bind the Policy

ACTION: Item No. 2 was approved on Consent.

3. AUTHORIZE EXECUTIVE DIRECTOR TO APPROVE AND BIND COVERAGE ON A COMMERCIAL GENERAL LIABILITY POLICY FROM UNITED SPECIALTY INSURANCE COMPANY (PRIMARY) AND ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY AND AMBRIDGE (LLOYD'S), EXCESS CARRIERS, PROCURED THROUGH MARSH RISK & INSURANCE SERVICES IN AN AGGREGATE LIMIT OF \$10,000,000 (\$1,000,000 PRIMARY/\$4,000,000 PLUS \$5,000,000 EXCESS) AT A PREMIUM AMOUNT NOT TO EXCEED \$123,602

RECOMMENDED ACTION

- AUTHORIZE the Executive Director to bind coverage on behalf of the Carson Reclamation Authority on a Commercial General Liability Policy with United Specialty Insurance Company (primary carrier) on a \$1,000,000 per occurrence/\$2,000,000 general aggregate/\$2,000,000 products-completed operations basis; Endurance American Specialty Insurance for \$4,000,000 in excess of the first \$1,000,000; and Ambridge (Lloyds) for \$5,000,000 in excess of the first \$5,000,000, for a total of \$10,000,000 in coverage, procured through Marsh Risk & Insurance Services, with a total cost of \$123,602 including broker commission and surplus lines taxes.

ACTION: Item No. 3 was approved on Consent.

4. CONSIDER SECOND AMENDMENT TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH CARSON GOOSE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A PARCEL COMMONLY KNOWN AS CELL 1 OF THE FORMER CAL COMPACT LANDFILL, 20400 S. MAIN STREET

RECOMMENDED ACTION

- 1. APPROVE the Second Amendment to an Exclusive Negotiating Agreement with Carson Goose Owner, LLC.

— 2. AUTHORIZE the Chair to execute the ENA Amendment and all related documents in a form acceptable to the Authority Counsel.

ACTION: Item No. 4 was approved on Consent.

Assistant Authority Counsel Aleshire noted that for Item No. 4, approval is subject to legal counsel review and approval of an Assignment and Assumption Agreement with Carson Goose owner which was accepted by the maker and seconder of the motion.

DISCUSSION

None.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

Board Member Thomas announced Jazz Festival, October 4, 2025 from 11:00 A.M. to 6:00 P.M., headliner Eric Benet.

Authority Chair Davis-Holmes announced It's All About Me Women's Health Conference and Business Expo, October 17, 2025 from 7:00 A.M. to 3:00 P.M. at the Carson Event Center. Tickets are on sale until October 9th.

Authority Vice Chair Hicks, Sr. announced Food Giveaway, October 10, 2025 from 9:00 A.M. To 12:00 P.M. at Dolphin Park.

ADJOURNMENT

The meeting was adjourned at 5:12 P.M. by Authority Vice Chair Hicks, Sr.

Lula Davis-Holmes
Authority Chair

ATTEST:

Dr. Khaleah K. Bradshaw
Authority Secretary



Wednesday, October 22, 2025, 5:00 PM
701 East Carson Street
City Hall

Carson Reclamation Authority
Special Meeting

MINUTES

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Sr., Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (5:00PM)

The meeting was called to order at 5:01 P.M. by Authority Chair Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (AUTHORITY SECRETARY)

Deputy Authority Secretary Joy Simarago noted the roll:

Authority Board Members Present:

Authority Chair Lula Davis-Holmes
Authority Vice Chair Cedric Hicks, Sr.
Board Member Ray Aldridge, Jr.
Board Member Dianne Thomas
Board Member Lillian Hopson

Also Present:

Monica Cooper, Authority Treasurer; Danny Aleshire, Assistant Authority Counsel; John Raymond, Executive Director; and David Roberts, Jr., City Manager

FLAG SALUTE

Board Member Aldridge, Jr. led the Pledge of Allegiance.

INVOCATION

Board Member Thomas gave the invocation.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION-

RECOMMENDED ACTION

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: There has been final terms reached in the settlement and the final executed version of the Settlement Agreement will be presented at the next regular meeting.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

Assistant Authority Counsel Danny Aleshire announced the Closed Session item.

RECESS INTO CLOSED SESSION

The meeting was recessed at 5:04 P.M. by Authority Chair Davis-Holmes to Closed Session.

RECONVENE INTO OPEN SESSION

The meeting was reconvened at 6:00 P.M. by Authority Chair Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

Assistant Authority Counsel Aleshire gave the Closed Session report.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

CONSENT

None.

DISCUSSION

None.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

Board Member Thomas stated it has been a most enjoyable time with the Board and team. She commended all the Board Members, staff, attorneys for the progress made and look forward to moving ahead with the project.

Board Member Aldridge, Jr. echoed Board Member Thomas comments and wished everyone a safe Halloween.

Authority Vice Chair Hicks, Sr. stated today is a great day and committed to moving forward with the 157 acre project.

Board Member Hopson stated she agrees with all comments made by the Board Members. She thanked Mayor Davis-Holmes and the Carson Citizens Cultural Arts Foundation for the wonderful Women's Health Conference held on October 17, 2025.

Authority Chair Davis-Holmes thanked the Carson Citizens Cultural Arts Foundation for their assistance with the Women's Health Conference. She commended staff and counsel for their hard work. It is a good day.

Assistant Authority Counsel Danny Aleshire agreed it is a great day, looks forward to future developments, and honored to work with the Board and staff.

Executive Director Raymond feels all elements are aligning, enjoys and appreciates working with smart people.

Authority Chair Davis-Holmes stated she appreciates staff and their work. She announced the Ribbon Cutting for the new Amphitheater, October 23, 2025, at the Carson Event Center.

ADJOURNMENT

The meeting was adjourned at 6:11 P.M. by Authority Chair Davis-Holmes.

Lula Davis-Holmes
Authority Chair

ATTEST:

Dr. Khaleah K. Bradshaw
Authority Secretary



**Carson Reclamation
Authority**

701 East Carson Street

Report to Carson Reclamation Authority

Monday, November 3, 2025, 4:00 PM

CONSENT 1.

To: Carson Reclamation Authority

From:

Subject: CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS
RESOLUTION NO. 25-10-CRJPA

I. SUMMARY

RESOLUTION NO. 25-10-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF **\$1,041,961.37**.

II. RECOMMENDATION

APPROVE RESOLUTION NO. 25-10-CRJPA.

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON RECLAMATION AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The claims and demands listed in this Resolution have been reviewed for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount hereinafter set forth:

Section 2. On November 3, 2025, the Carson Reclamation Authority ratified the said claims and demands and authorization was given to the Authority Treasurer to pay, out of the Authority funds, to each of the claimants listed above, the amount of claims appearing opposite their respective names, for the purpose stated on the respective demands, making a total of **\$1,041,961.37**.

Section 3. That the Authority Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 3rd DAY OF NOVEMBER, 2025.

CARSON RECLAMATION AUTHORITY, a public body

By:

AUTHORITY CHAIRMAN, LULA
DAVIS-HOLMES

ATTEST:

AUTHORITY SECRETARY, DR. KHALEAH BRADSHAW

APPROVED AS TO FORM:

AUTHORITY COUNSEL, SUNNY SOLTANI

V. FISCAL IMPACT

CERTIFICATION

In accordance with §37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-10-CRJPA, adopted by the City of Carson City Council at its meeting held on November 3, 2025, by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

EXECUTED THE 3rd DAY OF
NOVEMBER, 2025 AT
CARSON, CALIFORNIA:

EXECUTIVE DIRECTOR, JOHN
RAYMOND

VI. EXHIBITS

1. DEMAND RESOLUTION #25-10-CRJPA

Attachments

[EXHIBIT NO.1 - DEMAND RESOLUTION #25-10-CRJPA.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 578-99-999-999-1031-

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
267	08/26/2025	WIRE	004084 RE SOLUTIONS, LLC	374,509.22			Apr/May/Jun '25 O&M, management fees
269	09/11/2025	WIRE	004084 RE SOLUTIONS, LLC	448,096.12			Jul '25 O&M, management fees
271	09/11/2025	WIRE	005525 GREENBERG TRAUIG LLP	8,529.00			Aug '25 legal fees
272	09/02/2025	WIRE	005525 GREENBERG TRAUIG LLP	9,957.50			Jul '25 legal fees
273	10/08/2025	WIRE	005525 GREENBERG TRAUIG LLP	16,577.50			Jun '25 legal fees
1797	09/04/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	423.50			Jul '25 legal fees
1798	09/04/2025	PRINTED	001174 DEPARTMENT OF TOXIC SUBTA	59,964.19			Apr-Jun '25 project (cleanup) oversight
1799	09/04/2025	PRINTED	000070 LOS ANGELES COUNTY DEPT O	919.79			Torrance Lateral annual rent
1800	09/11/2025	PRINTED	000079 CALIFORNIA WATER SERVICE	4,032.11			Aug '25 water utility
1801	09/18/2025	VOID	004417 SOCALGAS	.00			VOIDED CHECK
1802	09/29/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	86,492.81			Aug '25 legal fees
1803	09/29/2025	PRINTED	004417 SOCALGAS	3,897.50			Sep '25 gas utility
1804	09/29/2025	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	9,515.14			Sep '25 electric utility
1805	10/02/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	153.90			Aug '25 legal fees
1806	10/09/2025	PRINTED	000079 CALIFORNIA WATER SERVICE	5,996.84			Sep '25 water utility
1807	10/23/2025	PRINTED	004417 SOCALGAS	4,157.47			Oct '25 gas utility
1808	10/23/2025	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	8,738.78			Oct '25 electric utility
17 CHECKS				1,041,961.37	.00		
CASH ACCOUNT TOTAL							

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
17 CHECKS	FINAL TOTAL	1,041,961.37	.00

** END OF REPORT - Generated by Braulio Alatorre **



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, November 3, 2025, 4:00 PM

CONSENT 6.

To: Carson Reclamation Authority

From: Monica Cooper, Authority Treasurer

Subject: CONSIDER THE MONTHLY RESERVES AND CASH REPORT FOR THE CARSON
RECLAMATION AUTHORITY FOR MONTH ENDING SEPTEMBER 30, 2025

I. SUMMARY

Submitted to the Carson Reclamation Authority Board members is the monthly Reserves and Cash report:

Available cash as of September 30, 2025: \$436,797.99

Balance of reserve funds as of September 30, 2025:\$14,516,085.90

II. RECOMMENDATION

RECEIVE and **FILE**.

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

The monthly Investment and Cash report is submitted to the Carson Reclamation Authority Board to ensure the legislative body is kept abreast of the value of the reserve funds and available cash. The Treasurer attests to the Authority's assets and not the sufficiency.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Carson Reclamation Authority Reserve Holdings

Attachments

[CRA Report September 2025.pdf](#)



Reclamation Authority
Reserve Holdings
As of September 30, 2025

Description	CUSIP/Ticker	Security Sector	Face Amount/Shares	Cost Value	Market Value	YTM @ Cost	% of Portfolio
Carson Reclamation Authority							
LOCAL AGENCY INVESTMENT FUND LGIP	LAIF-9070	Local Government Investment Pool	179.83	179.83	179.83	4.212	0.00
Carson Reclamation Authority			179.83	179.83	179.83	4.212	0.00
Carson Reclamation Authority #2							
BNY Cash Reserve Cash	MM7946	Cash	14,451,268.39	14,451,268.39	14,451,268.39	0.000	99.55
Carson Reclamation Authority #2			14,451,268.39	14,451,268.39	14,451,268.39	0.000	99.55
Carson Reclamation Authority Remediation							
D. Treasury Cash Management Cash	946933	Cash	64,637.68	64,637.68	64,637.68	3.980	0.45
Carson Reclamation Authority Remediation			64,637.68	64,637.68	64,637.68	3.980	0.45
			14,516,085.90	14,516,085.90	14,516,085.90	0.018	100



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, November 3, 2025, 4:00 PM

CONSENT 6.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND ASSOCIATED DOCUMENTATION WITH CAM-CARSON, LLC AND ALL RELATED PARTIES

I. **SUMMARY**

This agenda is presented as a Receive and File item for transparency purposes. The Settlement Agreement and Mutual Release (the "Settlement Agreement") and associated agreements have resolved the CAM-Carson LLC litigation (e.g., CAM-Carson LLC v. Carson Reclamation Authority, et al., Case No. 20STCV16461 ("Litigation")) which started in 2020. The CRA, the City of Carson, and CAM-Carson, LLC ("CAM") approved settlement terms in the Litigation pursuant to the attached Settlement Agreement and associated attachments. The CRA Board approved the Settlement Agreement in Closed Session at its meeting of October 22, 2025, as the deadline to complete the actions outlined in the Settlement Agreement, including wiring the settlement payment to escrow, is October 27, 2025.

The final executed copies of the Settlement Agreement and associated agreements (as shown in the Exhibits to the Settlement Agreement) are attached.

II. **RECOMMENDATION**

RECEIVE AND FILE THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE, INCLUDING ALL EXHIBITS AND ASSOCIATED AGREEMENTS, BY AND AMONG THE CARSON RECLAMATION AUTHORITY, THE CITY OF CARSON, CAM-CARSON, LLC, SIMON PROPERTY GROUP, INC., SIMON PROPERTY GROUP, L.P., SI-CARSON LLC (THE "SIMON PARTIES"); AND THE MACERICH COMPANY AND MACERICH FOLA LLC (THE "MACERICH PARTIES")

III. **ALTERNATIVES**

TAKE another action the Board deems appropriate.

IV. **BACKGROUND**

On September 5, 2025, CAM, the City of Carson, and the CRA attended a Mandatory Settlement Conference with a retired judge and, in the interest of avoiding the burden, expense, inconvenience, and distraction of further litigation, agreed to end the Litigation, and to terminate their contractual relationship. The terms of the Settlement Agreement include terminating all of the Project Agreements shown in Exhibit A attached to the Settlement Agreement, along with the Easement Agreement in Exhibit B, and the Development Agreement in Exhibit C (which is a City Agreement and included for reference only). It also includes the release of the Construction Deed of Trust CAM had recorded against Cell 2 as shown in Exhibit D.

The Settlement Agreement contains, in its recitals, most of the litigation history. As part of the settlement, and as required by the Settlement Agreement, the CRA made a payment to CAM in the amount of \$35,100,000 ("Settlement Amount") and all claims were released by and upon all parties. There is no admission of wrongdoing or liability by any party. The only other party to the Litigation, RE|Solutions, LLC had previously agreed to separately settle the claims against it brought by CAM. A very short press release is defined in the Settlement Agreement and no other commentary about the other parties will be permitted.

This settlement of the Litigation opens Cell 2 to other developers. It is the CRA's desire to move as quickly as possible to negotiate an agreement with a new developer on Cell 2 as quickly as possible, subject to compliance with all applicable laws and regulations, including the Surplus Land Act and DTSC requirements and regulations.

V. FISCAL IMPACT

None. A Term Sheet with a developer was approved by the CRA Board in Closed Session whereby the developer agreed to advance the Settlement Amount for the right to negotiate an agreement with the CRA for the Cell 2 property. Such agreement will be presented to the CRA Board for approval on a future CRA Board agenda item.

VI. EXHIBITS

1. Settlement Agreement
2. Termination of Development Agreement
3. Termination of Easement Agreement
4. Substitution and Reconveyance of Deed of Trust

Attachments

[Settlement Agreement](#)

[Termination of Development Agreement](#)

[Termination of Easement Agreement](#)

[Substitution and Reconveyance of Deed of Trust](#)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into as of October 23, 2025 (the "Effective Date") by and among (i) CAM-Carson LLC ("CAM-Carson"), (ii) Simon Property Group, Inc. and Simon Property Group, L.P. and SI-Carson LLC (the "Simon Parties"); (iii) The Macerich Company and Macerich FOLA LLC (the "Macerich Parties"); (iv) Carson Reclamation Authority (the "Authority"), and (v) City of Carson (the "City") to settle and resolve with prejudice all claims that they have asserted or could have asserted against one another in the Litigation (as defined below) and to terminate any and all of their contractual relationships and agreements on the terms set forth below. CAM-Carson, each of the Simon Parties, each of the Macerich Parties, and each of the City and Authority, may each be referred to herein individually as a "Party" and may be collectively referred to herein as the "Parties."

All capitalized terms used but not defined in this Agreement shall have the same meaning as set forth in that certain Conveyancing Agreement between Authority and CAM-Carson, dated as of September 6, 2018, as amended, including without limitation by that certain First Amendment to Conveyancing Agreement, dated September 6, 2018 (collectively, the "Conveyancing Agreement").

1. RECITALS.

1.1 WHEREAS, on or around April 30, 2020, CAM-Carson initiated a civil action in the Superior Court of California, County of Los Angeles (the "Court"), captioned *CAM-Carson LLC v. Carson Reclamation Authority, et al.*, Case No. 20STCV16461 (the "Litigation"), against the City, Authority, and RE Solutions, LLC ("RES"), and thereafter Authority filed a cross-complaint in the Litigation, with CAM-Carson and Authority each alleging, in part, breaches of the Project Agreements by the other Party.

1.2 WHEREAS, on or around May 18, 2020, CAM-Carson filed a First Amended Verified Complaint in the Litigation in which it, among other things, added the Successor Agency to the Carson Redevelopment Agency ("Successor Agency") as a party to the Litigation.

1.3 WHEREAS, on or around November 12, 2020, following a demurrer ruling in favor of the Successor Agency and the City in the Litigation, CAM-Carson filed a Second Amended Verified Complaint in the Litigation in which it asserted claims for (i) breach of contract against the City, the Authority, and Successor Agency; (ii) breach of the implied covenant of good faith and fair dealing against the City, the Authority, and Successor Agency; and (iii) negligence/negligent supervision against RES, the City, and the Authority.

1.4 WHEREAS, the City and Successor Agency demurred to the Second Amended Verified Complaint, which was sustained by the Court without leave to amend. After the Court dismissed the City and Successor Agency from the Litigation, CAM-Carson appealed the dismissal of the City in the Court of Appeal of the State of California, Second Appellate District, Case No. B312729. On August 23, 2022, the Court of Appeal reversed the Court's judgment of dismissal as to the City. On August 25, 2022, the Court vacated its order sustaining the City's demurrer and entered a new order overruling the demurrer. The Court's prior judgment as to the Successor

Agency was not challenged on appeal and the time to file an appeal as to the judgment dismissing the Successor Agency has now lapsed.

1.5 WHEREAS, on September 2, 2020, CAM-Carson filed a California Public Records Act complaint against the City, the Authority, and the Successor Agency, Case No. 20STCP02845 (the “PRA Action”). The trial court entered judgment in favor of the City, the Authority, and Successor Agency in the PRA Action on August 30, 2021.

1.6 WHEREAS, on or around October 11, 2022, CAM-Carson, the City and the Authority executed a series of amendments to the Project Agreements including, without limitation, that certain Second Amendment to Conveyancing Agreement between CAM-Carson and the Authority (the “Second Amendment,” as modified by those certain operating memoranda thereto, and, together with all related amendments to the other Project Agreements entered concurrently therewith, the “Related Amendments”), pursuant to which CAM-Carson and the City and the Authority desired to pursue the Project under certain terms and conditions and end the Litigation. As a result of those Related Amendments, the Litigation was stayed from October 28, 2022 to June 13, 2024.

1.7 WHEREAS, on or around March 15, 2024, CAM-Carson provided notice of its election to terminate the Second Amendment. Upon CAM-Carson’s issuance of such termination notice, the Parties thereafter continued with the Litigation.

1.8 WHEREAS, on or around June 13, 2024, the Court lifted the stay and scheduled trial to commence in the Litigation on or around September 8, 2025.

1.9 WHEREAS, on or around May 28, 2025, CAM-Carson filed the Third Amended Verified Complaint in the Litigation and the Authority filed its Amended Cross-Complaint which, among other things, added the Simon Parties and the Macerich Parties as Cross-Defendants in the Litigation.

1.10 WHEREAS, on or around September 5, 2025, CAM-Carson, the City, and the Authority attended a Mandatory Settlement Conference with Hon. Louis M. Meisinger (Ret.).

1.11 WHEREAS, the Parties wish to avoid the burden, expense, inconvenience, and distraction of further litigation, to end the Litigation, and to terminate their contractual relationship.

1.12 WHEREAS, the Parties have agreed to fully and finally settle and compromise all disputes that exist or may exist between them and thereby dispose of all claims (including counterclaims), complaints, and cross-complaints that have been or could have been raised by the Parties in the Litigation and to terminate any and all of their contractual relationships and agreements on the terms and conditions set forth herein.

1.13 The Parties each acknowledge the truth and accuracy of the recitals set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, representations, conditions, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth below, the Parties desire to, and hereby do, resolve their differences

related to the Litigation and terminate any and all of their contractual relationships and agreements as follows:

2. SETTLEMENT PAYMENT AND TERMINATION DOCUMENTS.

In consideration of the agreements and obligations contained in this Agreement, the Authority and the City, jointly and severally, shall cause to be paid indefeasibly to CAM-Carson, with good and sufficient funds, the total lump sum of Thirty-Five Million, One Hundred Thousand Dollars and No Cents (USD **\$35,100,000.00**) (the "Settlement Payment") on or before October 27, 2025 and following the deposit of CAM-Carson's executed, notarized signature pages to (together with the original or original counterpart, as applicable, of) the Termination Documents (as defined below) in escrow with Michael R. Davisson of Cozen O'Connor at 601 S. Figueroa Street, Suite 3700, Los Angeles, California 90017. The Settlement Payment shall be transmitted via wire of immediately available funds to CAM-Carson in accordance with the wire instructions to be transmitted by CAM-Carson to the Authority and the City in writing under separate cover within two (2) business days of the Effective Date. CAM-Carson will confirm receipt of the Settlement Payment within one (1) business day of CAM-Carson's receipt of such funds by email correspondence to the Authority (including Mr. Davisson), and the City.

Promptly following full execution of this Agreement by all of the Parties:

- (a) CAM-Carson shall execute, have notarized and deliver to Mr. Davisson in escrow one (1) original substitution of trustee and full reconveyance of that certain Construction Deed of Trust, dated as of September 6, 2018, made by the Authority for the benefit of CAM-Carson and recorded in the official records of the County of Los Angeles on September 17, 2018 as Document No. 20180950066, in the form attached hereto as Exhibit D (the "Reconveyance");
- (b) each of the Authority and CAM-Carson shall execute, have notarized and deliver to Mr. Davisson in escrow one (1) original counterpart termination of that certain Easement Agreement, dated as of September 6, 2018, granted by the Authority to CAM-Carson and recorded in the official records of the County of Los Angeles on September 17, 2018 as Document No. 20180950065, in the form attached hereto as Exhibit B (the "Easement Termination"); and
- (c) each of the City and CAM-Carson shall execute, have notarized and deliver to Mr. Davisson in escrow one (1) original counterpart termination of the Development Agreement, dated as of September 6, 2018, entered into by the City and CAM-Carson and recorded in the official records of the County of Los Angeles on September 19, 2018 as Document No. 20180960608, in the form attached hereto as Exhibit C (the "DA Termination" and, together with the Reconveyance and the Easement Termination, the "Termination Documents").

Mr. Davisson shall notify the Parties and their respective counsel by email correspondence of his receipt of each original, or original counterpart, Termination Document.

Immediately following CAM-Carson's confirmation of its receipt of the Settlement Payment as described above, Mr. Davisson is authorized to release from escrow the original and original counterpart Termination Documents, compile the counterpart originals of each of the Easement Termination and the DA Termination into a fully executed and notarized Easement Termination and DA Termination, date each of the Easement Termination and the DA Termination as of the date of such release, and to cause the Termination Documents to be recorded in the official records of the County of Los Angeles.

Time is of the essence in making the Settlement Payment and delivery by the applicable Parties of their respective executed and notarized original or original counterpart (as applicable) Termination Documents to Mr. Davisson.

3. DISMISSAL OF ACTION. Within seven (7) calendar days after receipt of notice that the Settlement Payment has cleared all banking channels, the Parties shall dismiss the Litigation by filing a joint request for dismissal with prejudice of the entire Litigation (as to all Parties and all claims, counterclaims, causes of action, complaints, and cross-complaints). This joint request will include RE/Solutions as among the dismissed parties. The Parties are aware that the trial court has set a further hearing date on this case for October 29, 2025 and will endeavor, if possible, to present the joint request for dismissal to the Court on that date.

4. JOINT STATEMENT. Within three (3) calendar days of full execution of this Agreement by all Parties, the Parties shall issue a joint statement in substantially the following form:

CAM-Carson LLC, the City of Carson, and the Carson Reclamation Authority announced today that they have reached an agreement to resolve all of their disputes on mutually agreeable terms and conditions.

The City and the Authority may also include this Statement in their respective City Council and Board meeting minutes for the next regular meeting following the execution of this Agreement. Except for the foregoing joint statement, no Party, or any of their representatives, including without limitation, their respective current Council members, elected officials, board members, appointees, officers, directors, direct and indirect subsidiaries, parents, affiliated and related entities, interest holders, shareholders, venturers, partners, associates, members, managers, employees, consultants, advisers, attorneys, agents, and other representatives acting on their behalf or by, through, under or in concert with them, shall make or issue any other statement to any third-party, including by way of a statement or press release to any media or third party regarding the Litigation. Provided however, that both the Authority and the City are public entities that are subject to provisions of the Public Records Act of the State of California, and that if requested, the Authority and or the City (or both) may fulfill their legal obligations under that Act notwithstanding any other provision of this Section 4.

5. WAIVER AND RELEASES.

5.1 The term "Claims" as used herein is defined as any claims, counterclaims, actions, causes of action whether described in CAM-Carson's Third Amended Complaint or the Authority's Amended Cross-Complaint, or any other legal theory in common law, statutory law,

or Constitutional law previously articulated or unarticulated, complaints, cross-complaints, grievances, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, judgments, executions, penalties, fees, wages, demands, or damages of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, accrued or unaccrued, matured or unmatured, vested or unvested, suspected or unsuspected, fixed, conditional or contingent, whether in law, equity, or founded under statute, common law, or contract (including, without limitation, any claims of bad faith and breach of covenant of good faith and fair dealing), and including any request for attorneys' fees or costs arising out of such Claims, but excepting any claims arising out of the duties and obligations set forth in this Agreement.

5.2 The term "City Released Parties" as used herein shall mean, collectively and severally, the City and any of its respective current or former Council members, elected officials, board members, appointees, employees, consultants, third-party contractors, advisers, attorneys, agents, and other representatives acting on their behalf or by, through, under or in concert with the City.

5.3 The term "Authority Released Parties" as used herein shall mean, collectively and severally the Authority, and any of its current or former Board members, Executive Directors, appointees, employees, consultants, third-party contractors, advisers, attorneys, agents and other representatives acting on behalf of or by, through under or in concert with the Authority.

5.4 The term "CAM-Carson Released Parties" as used herein shall mean, collectively and severally, CAM-Carson, the Simon Parties, the Macerich Parties, and any of their respective current or former predecessors, direct and indirect subsidiaries, parents, affiliated and related entities, interest holders, shareholders, partnerships, venturers, investors, partners, associates, members, managers, employees, consultants, third-party contractors, advisers, attorneys, officers, directors, agents, and other representatives acting on their behalf or by, through, under or in concert with any one or more of them.

5.5 **Release by CAM-Carson, the Simon Parties, and the Macerich Parties.** For and in consideration of the covenants, warranties and releases set forth herein, and only upon the receipt and clearing of the entire Settlement Payment by CAM-Carson, CAM-Carson, the Simon Parties, and the Macerich Parties, and each of them, do hereby irrevocably release, waive, and forever discharge the City Released Parties and the Authority Released Parties, and each of them, of and from any and all Claims that any of CAM-Carson, the Simon Parties, and the Macerich Parties ever had, now have, or hereafter may have in or related to the Litigation, the PRA Action, the Project, the Project Agreements, and/or the Related Amendments, including without limitation, the agreements identified on Exhibit A to this Agreement (the "CAM-Carson Released Claims"). In the event that the Settlement Payment shall subsequently, for whatever reason (including, without limitation, an order or judgment for disgorgement or avoidance of a preference or fraudulent transfer under the United States Bankruptcy Code, or any other law, or the settlement of any claim in respect thereof), be required to be returned or repaid, the releases by CAM-Carson, the Simon Parties, and the Macerich Parties set forth in this Section shall be null and void, the rights of CAM-Carson, the Simon Parties, and the Macerich Parties will be restored to the status quo ante, and all applicable statutes of limitations shall be deemed tolled.

5.6 Release by the City and Authority. For and in consideration of the covenants, warranties and releases set forth herein, each of the City and the Authority do hereby irrevocably release, waive, and forever discharge the CAM-Carson Released Parties, and each of them, of and from any and all Claims that any of the City and/or the Authority ever had, now have, or hereafter may have in or related to the Litigation, the PRA Action, the Project, the Project Agreements, and/or the Related Amendments, including without limitation, the agreements identified on Exhibit A to this Agreement (collectively, the “City Parties’ Released Claims”).

5.7 Waiver of California Civil Code Section 1542. Without conceding that the foregoing mutual releases set forth in Sections 5.5 and 5.6 of this Agreement are each a “general release” within the terms of California Civil Code section 1542, all rights under California Civil Code section 1542 are hereby expressly waived by the Parties, and each of them, notwithstanding any provision to the contrary. California Civil Code section 1542 provides 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.”

5.8 The Parties hereby acknowledge that (a) they have each consulted independent legal counsel (or have had the opportunity to so consult with independent legal counsel) to explain to them the meaning and significance of this Agreement and California Civil Code section 1542; (b) the releases herein in this Section 5 are material terms of this Agreement; and (c) they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to any of the CAM-Carson Released Claims or the City Parties’ Released Claims. Nevertheless, by this Agreement, it is the intention of the Parties to fully, finally and forever settle and release all of the CAM-Carson Released Claims and the City Parties’ Released Claims, and the claims related thereto, which do now exist, may exist, or heretofore have existed, except as expressly set forth in this Agreement, and that in furtherance of such intention, the releases herein given shall be and remain in effect as a full and complete release of such released claims, notwithstanding the discovery of the existence of any additional or different facts or claims relating thereto. The Parties, having been so advised, hereby expressly waive the provisions of California Civil Code section 1542.

5.9 The foregoing releases shall not release or discharge any Claims or causes of action based upon or arising out of a breach by any Party of any obligation undertaken or made pursuant to this Agreement.

6. NON-DISPARAGEMENT.

6.1 The City and the Authority agree that, upon full execution of this Agreement by all Parties, neither they nor their present Council members, elected officials, board members, attorneys, employees, managing agents, or any other representatives acting on their behalf shall publicly disparage or otherwise publicly communicate negative, critical, or unflattering statements or opinions, whether orally or in writing, about any of the CAM-Carson Released Parties.

6.2 CAM-Carson, the Macerich Parties, and the Simon Parties agree that, upon the full execution of this Agreement by all Parties, neither they nor their present officers, directors, attorneys, employees, managing agents, or any other representatives acting on their behalf, shall publicly disparage or otherwise publicly communicate negative, critical, or unflattering statements or opinions, whether orally or in writing, about any of the City Released Parties.

7. NOTICES.

7.1 Any notice that any Party desires or is required to give to or serve on another Party pursuant to this Agreement shall be in writing and shall be sent via electronic transmission (email) with confirmation copy sent by first class mail.

7.2 Emailed notices are conclusively deemed received when emailed (with appropriate electronic confirmation of proper transmission and provided the confirmation copy is mailed no later than the next business day) if such electronic delivery takes place on a business day during general business hours and otherwise on the next business day.

7.3 Any notice that any Party desires or is required to give to another Party pursuant to this Agreement shall be in writing and addressed to the other Party at the address(es) set forth below. Any Party may change their address(es) by notifying in writing the other Parties of their change of address(es).

The address for CAM-Carson is as follows:

Robert J. Ellison, Esq.
LATHAM & WATKINS LLP
10250 Constellation Blvd.
11th Floor
Los Angeles, California 90067
robert.ellison@lw.com
(424) 653-5570

and

CAM-Carson LLC
c/o The Macerich Company
401 Wilshire Boulevard, Ste. 700
Santa Monica, CA 90401
Attention: Ann C. Menard, Esq.
ann.menard@macerich.com
(424) 229-3575

The address for the Macerich Parties is as follows:

Robert J. Ellison, Esq.
LATHAM & WATKINS LLP
10250 Constellation Blvd., 11th Floor
Los Angeles, California 90067
robert.ellison@lw.com
(424) 653-5570

and

The Macerich Company
401 Wilshire Boulevard, Ste. 700
Santa Monica, CA 90401
Attention: Ann C. Menard, Esq.
ann.menard@macerich.com
(424) 229-3575

The address for the Simon Parties is as follows:

Robert J. Ellison, Esq.
LATHAM & WATKINS LLP
10250 Constellation Blvd., 11th Floor
Los Angeles, California 90067
robert.ellison@lw.com
(424) 653-5570

and

Simon Property Group, Inc.
225 West Washington Street
Indianapolis, Indiana 46204-3438
Attention: Steven E. Fivel, Esq.
sfivel@simon.com
(317) 263-7962

The address for the Authority is as follows:

Carson Reclamation Authority
701 East Carson Street
Carson, California 90745
Attention: John Raymond
jraymond@carsonca.gov
(310) 952-1773

and

Aleshire & Wynder LLP
One Park Plaza, Suite 1000
Irvine, California 92614
Attention: Sunny Soltani, Esq.
ssoltani@awattorneys.com
(949) 223-1170

The address for the City is as follows:

Carson Reclamation Authority
701 East Carson Street
Carson, California 90745
Attention: John Raymond
jraymond@carsonca.gov
(310) 952-1773

and

Aleshire & Wynder LLP
One Park Plaza, Suite 1000
Irvine, California 92614
Attention: Sunny Soltani, Esq.
ssoltani@awattorneys.com
(949) 223-1170

8. NO INTERFERENCE. Following the dismissal of the Litigation pursuant to Section 3 of this Agreement, CAM-Carson, the Simon Parties, and the Macerich Parties shall not thereafter oppose, challenge, or seek to hinder, whether by litigation, public opposition, petition to government authorities, or otherwise, the ownership, leasing, remediation and/or development by any party, of (a) the Cell 2 Site (including but not limited to any connection via utilities, streets, or other conveyances or methods of conveyancing to or from the Cell 2 Site) or any portion thereof, and/or (b) any portion of the rest of the 157 Acre Site. Provided, however, that nothing in this Section 8 shall (i) prevent, limit, hinder, or restrict the leasing, management, or development activities of the Simon Parties or the Macerich Parties at any of their current or future respective properties or developments outside of the 157 Acre property; or (ii) affect, limit, or preclude the rights of CAM-Carson, the Simon Parties, or the Macerich Parties, or any of them, to a full and complete defense against any and all claims, counterclaims, actions, causes of action, complaints, countercomplaints, or demands asserted against them following the dismissal of the Litigation and related to the 157 Acre Site.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Each person executing this Agreement represents that the Party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute this Agreement on behalf of such Party.

9.2 The Parties hereto represent and declare that in executing this Agreement, they rely solely upon their own judgment, belief, and knowledge, and on the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by any of the Parties hereto or by any person representing them or any of them.

9.3 The Parties acknowledge that no Party hereto nor any of the Party's representatives have made any promise, representation, or warranty whatsoever, written or oral, as any inducement to enter into this Agreement, except as expressly set forth in this Agreement.

9.4 The Parties further acknowledge that this Agreement has been explained to each Party by that Party's respective counsel, and that each Party fully understands the contents and legal effect of this document. The Parties further acknowledge and agree that they enter into this Agreement voluntarily and free from duress, fraud, undue influence, coercion, or oppression of any kind.

9.5 No Party has assigned, transferred, conveyed, or otherwise disposed of any claim released in this Agreement against any other Party, or any direct or indirect interest in any such claim, in whole or in part.

9.6 The City and the Authority each represent and warrant that they have the legal power, right and authority to enter into this Agreement and take any steps or action contemplated hereby, and to perform their obligations hereunder, that each has taken all actions and adopted such findings as may be required under applicable law to enter into this Agreement and perform its obligations, and that the execution and delivery of, and performance of their obligations under this Agreement do not violate the laws, acts or agreements pursuant to which they were created and are governed.

9.7 CAM-Carson acknowledges, represents and warrants that it does not have any right, title or interest in or to any of the equipment, inventory, infrastructure and Improvements on, at or under the 157 Acre Site (collectively, the "157 Acre Site Equipment"). CAM-Carson further covenants and agrees that it shall not hereafter assert any right, title or interest in or to any of the 157 Acre Site Equipment.

10. TERMINATION OF AGREEMENTS.

10.1 Upon recordation of the Termination Documents pursuant to Section 2 of this Agreement, any and all contractual relationships and agreements between or among the Parties (except for this Agreement), including without limitation, the agreements identified on Exhibit A to this Agreement, shall terminate and be null and void and of no further force or effect. For the avoidance of doubt, the provisions in any such terminated agreement stated to survive the

termination of any such terminated agreement are hereby terminated and made null, void and of no further force or effect.

10.2 Without limiting the generality of the foregoing, upon recordation of the Termination Documents pursuant to Section 2 of this Agreement, CAM-Carson shall have no further obligation to maintain and may terminate the Letter of Credit required by the First Amendment to Conveyancing Agreement.

10.3 Notwithstanding the termination of the Insurance Administration Agreement by and between the Authority and CAM-Carson dated as of September 6, 2018 (the "IAA"), pursuant to Section 10.1 of this Agreement, the City and the Authority shall cause CAM-Carson to retain its status as a named insured, additional insured, or other insured under any policies identified in the IAA that were placed and remain in effect as of the Effective Date of this Agreement. With respect to such policies, the City and CAM-Carson shall not take any action to terminate the policies or modify the policies in a manner that is adverse to CAM-Carson.

11. GOVERNING LAW; JURISDICTION. The terms of this Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of California as applied to contracts made, executed, and fully performed within the State of California, without regard to California's choice of law provisions. Except as set forth in Section 23 of this Agreement, any other legal suit, action, or proceeding arising out of or based upon this Agreement will be instituted in the Superior Court for the State of California, County of Los Angeles each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive and agree not to plead or claim in any such court that such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum, except for any such suit, action, or proceeding brought pursuant to Section 23 of this Agreement. In any such legal suit, action, or proceeding arising out of or based upon this Agreement, including without limitation, any suit, action, or proceeding brought pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

12. COSTS AND FEES. Except for the Settlement Payment and as set forth in Section 11 of this Agreement, each Party shall bear its own costs and fees (of any kind whatsoever) incurred in connection with this Agreement.

13. NO ADMISSION OF WRONGDOING OR LIABILITY. Notwithstanding anything contained herein, this Agreement and compliance with this Agreement shall not be construed as an admission by any Party of any liability whatsoever, any merit in the claims, counterclaims, complaints, or cross-complaints asserted by any of the Parties in the Litigation, or any violation of the rights of any Party or violation of any order, law, statute, duty, or contract whatsoever. The Parties hereto agree that they shall not make any representation, statement, or proffer of evidence or argument, to any court, tribunal, or third party intentionally suggesting that this Agreement constitutes any such admission.

14. INTEGRATION. This Agreement is the entire agreement between the Parties regarding the subject matter hereof. No oral testimony or written declaration about the purported "intent" of this Agreement will be admissible in any subsequent proceeding. No modification, waiver,

amendment, discharge, or change of or to this Agreement shall be valid unless made in writing and signed by all of the Parties.

15. **CONSTRUCTION.** The Parties acknowledge that this Agreement has been negotiated by counsel for each Party at arm's length and, therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting Party is waived and shall be inapplicable to this document.

16. **PREDECESSORS, SUCCESSORS, AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns (and their respective predecessors to the fullest extent permitted by law). There are no other express or implied third party beneficiaries of this Agreement.

17. **NO ASSIGNMENT OF RIGHTS.** The Parties warrant and represent that they have not assigned, transferred, conveyed, or otherwise disposed of any right, claim, counterclaim, or cause of action, or any direct or indirect interest in any such right, claim, or cause of action, in whole or in part, released in Section 5 of this Agreement to any Party or to any other person or entity. This warranty and representation shall survive the execution of this Agreement.

18. **UNENFORCEABLE TERMS.** If any provision of this Agreement except for Section 2 of this Agreement is adjudicated to be unenforceable or invalid for any reason, that part will be severed from the balance of this Agreement, and the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

19. **EXECUTION BY EMAIL AND IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by email or other electronic signatures, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. Any electronic signature, if used, shall be confirmed by DocuSign. Upon request by the applicable title guarantee company prior to the full execution of this Agreement, any signatory will provide confirmation of authority to bind the signatory entity.

20. **WAIVER OF TERMS.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. No change, waiver, or discharge is valid unless in writing and signed by the Party against whom it is sought to be enforced.

21. **FURTHER ASSURANCES.** Each of the Parties hereto agrees to execute and deliver all such further documents consistent herewith and to take all such further actions as may be reasonably requested by any other Party to effectuate fully the terms and provisions of this Agreement, provided such documents or action do not materially limit, reduce, or impair the rights or increase the obligations of the Party upon whom such request is made.

23. **RETENTION OF JURISDICTION.** The Parties agree the Court shall retain jurisdiction over the Parties to enforce the Agreement until performance in full of the terms of the Agreement, pursuant to California Code of Civil Procedure section 664.6, even after dismissal of this matter.

24. **TERMS CONTRACTUAL.** Each term of this Agreement is contractual and not merely a recital.

[signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date stated at the beginning of this Agreement. THE FOREGOING IS AGREED AND ACCEPTED:

Dated: Oct. 22, 2025

**CARSON RECLAMATION
AUTHORITY**

By: *Lula Davis Holmes*
Title: *Chair*

Dated: Oct. 22, 2025

THE CITY OF CARSON

By: *Lula Davis Holmes*
Title: *Mayor*

Dated: _____, 2025

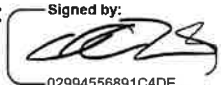
ATTEST:

By: _____
Title: _____

Dated: _____, 2025

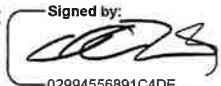
Dated: 10/16, 2025

CAM-CARSON LLC, a Delaware
limited liability company

By:  Signed by:
02994556891C4DE...
Ann Menard
Title: Executive Vice President,
Chief Legal Officer and Secretary

Dated: 10/16, 2025

THE MACERICH COMPANY, a
Maryland corporation, **and**
MACERICH FOLA LLC, a
Delaware limited liability company

By:  Signed by:
02994556891C4DE...
Ann Menard
Title: Executive Vice President,
Chief Legal Officer and Secretary

Dated: _____, 2025

SIMON PROPERTY GROUP,
INC. AND SI-CARSON LLC

By: _____
Title: _____

Dated: _____, 2025

CAM-CARSON LLC, a Delaware
limited liability company

By:

Title: Executive Vice President,
Chief Legal Officer and Secretary

Dated: _____, 2025

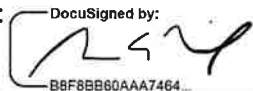
THE MACERICH COMPANY, a
Maryland corporation, **and**
MACERICH FOLA LLC, a
Delaware limited liability company

By:

Title: Executive Vice President,
Chief Legal Officer and Secretary

Dated: ^{October 16,} _____, 2025

SIMON PROPERTY GROUP,
INC. AND SI-CARSON LLC

By:  DocuSigned by:
B8F8BB60AAA7464...

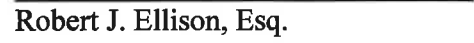
Steven E. Fivel

Title: Authorized Signatory

APPROVED AS TO FORM

LATHAM & WATKINS LLP

By:


Robert J. Ellison, Esq.

ALESHIRE & WYNDER, LLP

By:


Sunny Soltani, Esq.

COZEN O'CONNOR

By:


Michael R. Davis, Esq.

APPROVED AS TO FORM

LATHAM & WATKINS LLP

By:

Signed by:
Robert J. Ellison
40CDAF6C8CC9496...

Robert J. Ellison, Esq.

ALESHIRE & WYNDER, LLP

By:

Sunny Soltani, Esq.

COZEN O'CONNOR

By:

Michael R. Davisson, Esq.

EXHIBIT A

EXHIBIT A

LIST OF PROJECT AGREEMENTS

1. Conveyancing Agreement for Fashion Outlets of Los Angeles at Carson by and between the Carson Reclamation Authority and CAM-Carson LLC, dated September 6, 2018.
2. First Amendment to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated September 6, 2018.
3. Operating Memorandum #1 to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated September 6, 2018.
4. Development Agreement by and between the City of Carson and CAM-Carson LLC, dated September 6, 2018.
5. Cooperation Agreement by and between the City of Carson and the Carson Reclamation Authority, dated September 6, 2018.
6. Easement Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated September 6, 2018.
7. Agreement to Undertake Validation Action and Reimbursement Agreement II by and between the City of Carson, the Carson Reclamation Authority, and CAM-Carson LLC, dated September 6, 2018.
8. Right of First Negotiation Letter Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated September 6, 2018.
9. Transfer of Entity Interests Letter Agreement by and between the City of Carson, the Carson Reclamation Authority, CAM-Carson LLC, Macerich FOLA LLC, and SI-Carson LLC, dated July 18, 2018.
10. Insurance Administration Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated September 6, 2018.
11. Second Amendment to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated October 11, 2022.
12. Operating Memorandum #1 to Second Amendment to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated February 3, 2023.
13. Operating Memorandum #2 to Second Amendment to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated June 14, 2023.

14. Operating Memorandum #3 to Second Amendment to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated August 11, 2023.
15. Operating Memorandum #4 to Second Amendment to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated August 17, 2023.
16. Operating Memorandum #5 to Second Amendment to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated August 25, 2023.
17. Operating Memorandum #6 to Second Amendment to Conveyancing Agreement by and between the Carson Reclamation Authority and CAM-Carson LLC, dated December 7, 2023.
18. Amendment to Cooperation Agreement by and between the City of Carson and the Carson Reclamation Authority, dated October 11, 2022.
19. First Amendment to Development Agreement by and between the City of Carson and CAM-Carson LLC, dated October 11, 2022.

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CARSON RECLAMATION AUTHORITY
701 E. Carson Street
Carson, CA 90745
Attention: Executive Director

APNS:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

TERMINATION OF EASEMENT AGREEMENT

THIS TERMINATION OF EASEMENT AGREEMENT (this "**Termination**") is made and entered into this ____ day of _____ 2025, by and between CAM-CARSON LLC, a Delaware limited liability company ("**Grantee**"), and CARSON RECLAMATION AUTHORITY, a California joint powers authority ("**Authority**"). Grantee and Authority may be referred to herein collectively as the "**Parties**" and each individually as a "**Party**".

RECITALS:

- A. Authority and Grantee entered into that certain Easement Agreement, dated as of September 6, 2018, and recorded September 17, 2018 at Document Number 20180950065 in the Official Records of the Los Angeles County Recorder's Office (the "**Easement Agreement**").
- B. Authority is the fee simple title owner of the easement areas under the Easement Agreement and Grantee is the holder of the Easement granted under the Easement Agreement.
- C. Grantee has never exercised any of its rights under the Easement Agreement and has not used the Easement.
- D. The Parties desire to terminate the Easement Agreement.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby terminate the Easement Agreement and declare the Easement Agreement to be null, void and of no further force or effect, effective immediately upon the execution and delivery of this Termination by all the Parties.

[signature pages follow]

IN WITNESS WHEREOF, this Termination has been duly executed by the Parties, effective as of the date first above written.

AUTHORITY:

ATTEST:

CARSON RECLAMATION AUTHORITY

By: _____
Name: _____
Title: _____

By: Lula Davis Holmes
Name: LULA DAVIS HOLMES
Title: Chair

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF California

) ss.

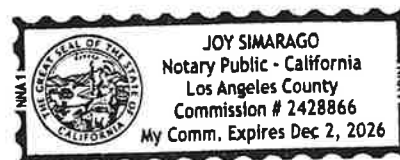
COUNTY OF Los Angeles

On October 22, 2025, before me, Joy Simarago, Notary Public, personally appeared Lula Davis-Holmes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Joy Simarago (Seal)



GRANTEE:

CAM-CARSON LLC

By: 

Name: ANN MENARD

Title: SEVP, CHIEF LEGAL OFFICER

MACGRICH EXECUTIVE MANAGEMENT

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On OCTOBER 22, 2025, before me, PATRICIA JENKINS, Notary Public, personally appeared ANN MENARD, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT C

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK
City of Carson
701 East Carson St.
Carson, CA 90745-2224

APNs:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

TERMINATION OF DEVELOPMENT AGREEMENT

THIS TERMINATION OF DEVELOPMENT AGREEMENT ("Agreement") is entered into as of _____, 2025 by and between CAM-CARSON LLC, a Delaware limited liability company ("Developer"), and THE CITY OF CARSON, a municipal corporation (the "City"). Developer and the City shall be referred to within this Agreement jointly as the "Parties" and individually as a "Party".

RECITALS:

A. The City and Developer entered into that certain Development Agreement dated as of September 6, 2018 and recorded on September 19, 2018 in the Official Records of the County of Los Angeles at Document No. 20180960608 (the "Development Agreement"). Capitalized terms used but not defined in this Agreement shall have the meaning ascribed in the Development Agreement.

B. The City and Developer modified certain provisions of the Original Development Agreement by entering into that certain First Amendment to Development Agreement dated October 11, 2022 ("First Amendment"); but the First Amendment was subsequently terminated and became null and of no force or effect on March 15, 2024.

C. The Developer Property was never conveyed to Developer, and City and Developer now wish to document the termination of the Development Agreement as specified in the Development Agreement.

NOW, THEREFORE, based upon the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Developer and the City agree as follows:

1. Effective Date. This Agreement shall be effective upon recordation in the Official Records of Los Angeles County (the "Effective Date").

2. Termination. Effective as of the Effective Date set forth above, pursuant to and in accordance with Section 11.7.1, second clause (ii), of the Development Agreement, the Development Agreement and all of the rights, title, interests, burdens and obligations of Developer and the City under the Development Agreement (including, without limitation, and for the avoidance of doubt, the provisions stated in the Development Agreement to survive the termination of the Development Agreement) are hereby terminated and made null, void and of no further force or effect.

3. No Admission. This Agreement and the termination of the Development Agreement shall not be construed as an admission by either Party of any liability whatsoever, any merit in the claims asserted in the Litigation, or any violation of the rights of either Party or violation of any order, law, statute, duty, or contract whatsoever. The Parties hereto agree that they shall not make any representation, statement, or proffer of evidence or argument, to any court, tribunal, or third party intentionally suggesting that this Agreement and or the termination of the Development Agreement constitutes any such admission.

4. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

5. Authority; Due Execution. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective Party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners', members', managers', council and other approvals have been obtained. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Assignment, and (iv) the entering into this Assignment does not violate any provision of any other agreement to which said Party is bound.

6. Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

7. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for any matter arising out of this Agreement shall be Los Angeles County, California.

8. Entire Agreement. This Agreement, together with the Settlement Agreement, constitutes the entire agreement between the Parties with respect to the termination of the Development Agreement. This Agreement supersedes all previous negotiations, discussions, and agreements between the Parties on such matters.

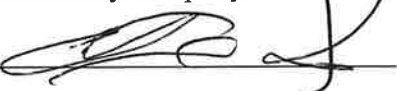
9. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

[signatures on following page]

IN WITNESS WHEREOF, Developer and the City have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DEVELOPER:

CAM- CARSON LLC a Delaware
limited liability company

By: 

Name: ANN MENARD

Its: SENIOR CHIEF LEGAL OFFICER
MALCOLM EXECUTIVE MANAGEMENT

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On OCTOBER 22, 2025, before me, PATRICIA JENKINS,
Notary Public, personally appeared ANN MENARD, who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



ATTEST: <i>for Joy Simarago, Deputy City Clerk</i> Khaleah K. Bradshaw, City Clerk	CITY: CITY OF CARSON, By: <i>Lula Davis-Holmes</i> Lula Davis-Holmes, Mayor
APPROVED AS TO FORM: ALESHIRE & WYNDER LLP <i>Sunny Soltani</i> Sunny Soltani, City Attorney	

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF California)
COUNTY OF Los Angeles) ss.

On October 21, 2025, before me, Joy Simarago,
Notary Public, personally appeared Lula Davis-Holmes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Joy Simarago* (Seal)

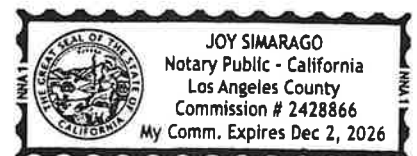


EXHIBIT D

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

NAME Carson Reclamation Authority

ADDRESS 701 E. Carson Street

BENEFICIARY Carson
STATE & ZIP CA 90745

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN: 7336-010-920

Exempt from payment of recording fees per Govt Code § 6103

CAM-CARSON LLC, a Delaware limited liability company, is the beneficiary ("**Beneficiary**") under that certain Construction Deed of Trust dated as of September 6, 2018, executed by the CARSON RECLAMATION AUTHORITY, a California joint powers authority, as trustor, and COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation, as "**Trustee**", which was recorded on September 17, 2018 as Instrument No. 20180950066 in the Official Records of Los Angeles County, California (the "**Deed of Trust**"), affecting the land described in said Deed of Trust (the "**Property**").

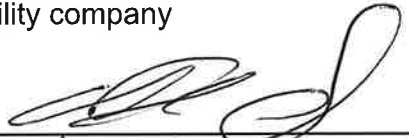
Beneficiary hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, Beneficiary, as beneficiary and successor trustee, has caused this instrument to be executed by its duly authorized officer.

Beneficiary and Successor Trustee:

CAM-CARSON LLC, a Delaware limited liability company

By: 

Name: ANN MENARD

Title: SEVP, CHIEF LEGAL OFFICER

MALCOLM EXECUTIVE MANAGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On OCTOBER 22, 2025 before me, PATRICIA JENKINS, a notary public, personally appeared ANN MENARD who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

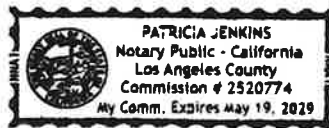
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

SEAL:



This page is part of your document - DO NOT DISCARD



20250743032



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/27/25 AT 12:06PM

FEES :	0.00
TAXES :	0.00
OTHER :	0.00
PAID :	0.00



LEADSHEET



202510273260028

00025945904



015600252

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK
City of Carson
701 East Carson St.
Carson, CA 90745-2224



APNs:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

TERMINATION OF DEVELOPMENT AGREEMENT

THIS TERMINATION OF DEVELOPMENT AGREEMENT ("Agreement") is entered into as of October 24, 2025 by and between CAM-CARSON LLC, a Delaware limited liability company ("Developer"), and THE CITY OF CARSON, a municipal corporation (the "City"). Developer and the City shall be referred to within this Agreement jointly as the "Parties" and individually as a "Party".

RECITALS:

A. The City and Developer entered into that certain Development Agreement dated as of September 6, 2018 and recorded on September 19, 2018 in the Official Records of the County of Los Angeles at Document No. 20180960608 (the "Development Agreement"). Capitalized terms used but not defined in this Agreement shall have the meaning ascribed in the Development Agreement.

B. The City and Developer modified certain provisions of the Original Development Agreement by entering into that certain First Amendment to Development Agreement dated October 11, 2022 ("First Amendment"); but the First Amendment was subsequently terminated and became null and of no force or effect on March 15, 2024.

C. The Developer Property was never conveyed to Developer, and City and Developer now wish to document the termination of the Development Agreement as specified in the Development Agreement.

NOW, THEREFORE, based upon the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Developer and the City agree as follows:

1. Effective Date. This Agreement shall be effective upon recordation in the Official Records of Los Angeles County (the "Effective Date").

2. Termination. Effective as of the Effective Date set forth above, pursuant to and in accordance with Section 11.7.1, second clause (ii), of the Development Agreement, the Development Agreement and all of the rights, title, interests, burdens and obligations of Developer and the City under the Development Agreement (including, without limitation, and for the avoidance of doubt, the provisions stated in the Development Agreement to survive the termination of the Development Agreement) are hereby terminated and made null, void and of no further force or effect.

3. No Admission. This Agreement and the termination of the Development Agreement shall not be construed as an admission by either Party of any liability whatsoever, any merit in the claims asserted in the Litigation, or any violation of the rights of either Party or violation of any order, law, statute, duty, or contract whatsoever. The Parties hereto agree that they shall not make any representation, statement, or proffer of evidence or argument, to any court, tribunal, or third party intentionally suggesting that this Agreement and or the termination of the Development Agreement constitutes any such admission.

4. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

5. Authority; Due Execution. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective Party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners', members', managers', council and other approvals have been obtained. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Assignment, and (iv) the entering into this Assignment does not violate any provision of any other agreement to which said Party is bound.

6. Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

7. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for any matter arising out of this Agreement shall be Los Angeles County, California.

8. Entire Agreement. This Agreement, together with the Settlement Agreement, constitutes the entire agreement between the Parties with respect to the termination of the Development Agreement. This Agreement supersedes all previous negotiations, discussions, and agreements between the Parties on such matters.

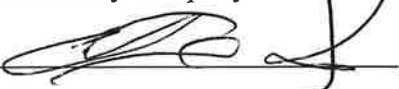
9. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

[signatures on following page]

IN WITNESS WHEREOF, Developer and the City have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DEVELOPER:

CAM- CARSON LLC a Delaware
limited liability company

By: 

Name: ANN MENARD

Its: SENIOR CHIEF LEGAL OFFICER
MALERICH EXECUTIVE MANAGEMENT

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

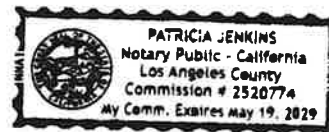
On OCTOBER 22, 2025, before me, PATRICIA JENKINS,
Notary Public, personally appeared ANN MENARD, who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

 (Seal)



ATTEST: <i>for Joy Simarago Deputy City Clerk</i> Khaleah K. Bradshaw, City Clerk	CITY: CITY OF CARSON, By: <i>Lula Davis-Holmes</i> Lula Davis-Holmes, Mayor
APPROVED AS TO FORM: ALESHIRE & WYNDER LLP <i>Sunny Soltani</i> Sunny Soltani, City Attorney	

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

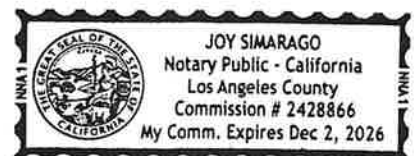
STATE OF California)
COUNTY OF Los Angeles) ss.

On October 21, 2025, before me, Joy Simarago,
Notary Public, personally appeared Lula Davis-Holmes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Joy Simarago* (Seal)



This page is part of your document - DO NOT DISCARD



20250743033



Pages:
0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/27/25 AT 12:06PM

FEES:	26.00
TAXES:	0.00
OTHER:	0.00
PAID:	26.00



LEADSHEET



202510273260028

00025945905



015600252

SEQ:
02

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CARSON RECLAMATION AUTHORITY
701 E. Carson Street
Carson, CA 90745
Attention: Executive Director



APNS:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

TERMINATION OF EASEMENT AGREEMENT

THIS TERMINATION OF EASEMENT AGREEMENT (this "**Termination**") is made and entered into this 22 day of October 2025, by and between CAM-CARSON LLC, a Delaware limited liability company ("**Grantee**"), and CARSON RECLAMATION AUTHORITY, a California joint powers authority ("**Authority**"). Grantee and Authority may be referred to herein collectively as the "**Parties**" and each individually as a "**Party**".

RECITALS:

A. Authority and Grantee entered into that certain Easement Agreement, dated as of September 6, 2018, and recorded September 17, 2018 at Document Number 20180950065 in the Official Records of the Los Angeles County Recorder's Office (the "**Easement Agreement**").

B. Authority is the fee simple title owner of the easement areas under the Easement Agreement and Grantee is the holder of the Easement granted under the Easement Agreement.

C. Grantee has never exercised any of its rights under the Easement Agreement and has not used the Easement.

D. The Parties desire to terminate the Easement Agreement.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby terminate the Easement Agreement and declare the Easement Agreement to be null, void and of no further force or effect, effective immediately upon the execution and delivery of this Termination by all the Parties.

[signature pages follow]

IN WITNESS WHEREOF, this Termination has been duly executed by the Parties, effective as of the date first above written.

AUTHORITY:

ATTEST:

CARSON RECLAMATION AUTHORITY

By: _____
Name: _____
Title: _____

By: Lula Davis Holmes
Name: LULA DAVIS HOLMES
Title: Chair

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

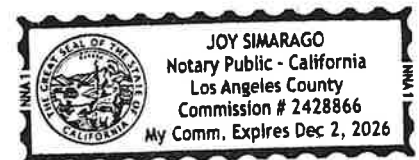
STATE OF California)
) ss.
COUNTY OF Los Angeles

On October 22, 2025, before me, Joy Simarago, Notary Public, personally appeared Lula Davis-Holmes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Joy Simarago (Seal)



GRANTEE:

CAM-CARSON LLC

By: 
Name: ANN MENARD
Title: SEVP, CHIEF LEGAL OFFICER
MACERICH EXECUTIVE MANAGEMENT

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On OCTOBER 22, 2025, before me, PATRICIA JENKINS, Notary Public, personally appeared ANN MENARD, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



This page is part of your document - DO NOT DISCARD



20250743034



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/27/25 AT 12:06PM

FEES :	43.00
TAXES :	0.00
OTHER :	0.00
PAID :	43.00



LEADSHEET



202510273260028

00025945906



015600252

SEQ:
03

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

NAME Carson Reclamation Authority
ADDRESS 701 E. Carson Street
BENEFICIARY Carson
STATE & ZIP CA 90745



SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN: 7336-010-920

Exempt from payment of recording fees per Govt Code § 6103

CAM-CARSON LLC, a Delaware limited liability company, is the beneficiary ("**Beneficiary**") under that certain Construction Deed of Trust dated as of September 6, 2018, executed by the CARSON RECLAMATION AUTHORITY, a California joint powers authority, as trustor, and COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation, as "**Trustee**", which was recorded on September 17, 2018 as Instrument No. 20180950066 in the Official Records of Los Angeles County, California (the "**Deed of Trust**"), affecting the land described in said Deed of Trust (the "**Property**").

Beneficiary hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, Beneficiary, as beneficiary and successor trustee, has caused this instrument to be executed by its duly authorized officer.

Beneficiary and Successor Trustee:

CAM-CARSON LLC, a Delaware limited liability company

By: 

Name: ANN MENARD

Title: SEVP, CHIEF LEGAL OFFICER

MACERICH EXECUTIVE MANAGEMENT

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On OCTOBER 22, 2025 before me, PATRICIA JENKINS, a notary public, personally appeared ANN MENARD who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Public

SEAL:

