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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FORUM ENTERTAINMENT LLC, a Delaware limited liability company; MURPHY'S BOWL LLC, a Delaware limited liability company,

Petitioners and Plaintiffs,

v.

CITY OF INGLEWOOD, a municipal corporation; INGLEWOOD CITY COUNCIL; DOES 1-50,

Respondents and Defendants,

WOW MEDIA, INC.,

Real Party in Interest.

Case No. 25STCP02940

VERIFIED PETITION FOR WRIT OF TRADITIONAL MANDAMUS [CCP SECTION 1085] AND ADMINISTRATIVE MANDAMUS [CCP SECTION 1094.5] AND COMPLAINT FOR BREACH OF CONTRACT AND INJUNCTIVE AND DECLARATORY RELIEF

Petitioners and Plaintiffs Forum Entertainment LLC, a Delaware limited liability company (the "Forum"), and Murphy's Bowl LLC, a Delaware limited liability company (the "Intuit Dome"), bring this Verified Petition for Writ of Mandate pursuant to Code of Civil Procedure sections 1085 and 1094.5 and Complaint for Breach of Contract and Declaratory and Injunctive Relief, against Respondents and Defendants City of Inglewood and Inglewood City Council (collectively, "City") and Real Party in Interest WOW Media, Inc. ("WOW"), and by this Petition and Complaint represent and allege as follows:

I. INTRODUCTION

1. On April 15, 2025, the City approved a document styled as a "Lease and Development Agreement with WOW" (the "Billboard Agreement") that authorizes WOW to erect at least 18 full-motion billboards, each as high as 22 feet, in the public sidewalk and medians directly surrounding the Forum and Intuit Dome projects ("Forum Project", "Intuit Dome Project", and collectively, "Projects") and other sports and entertainment venues in the City (including SoFi Stadium, Hollywood Park Casino, YouTube Theater, and other ancillary uses at Hollywood Park (collectively, "Hollywood Park")), in violation of its own City Charter, and despite City Municipal Code provisions prohibiting such billboards and other types of off-site advertising in the public right-of-way. A total of 60 digital signs and 108 digital screens have been approved. Forty percent of the gross revenue generated by the illegal billboards is to be paid to the City as "percentage rent." The only indication of the pending approval of the Billboard Agreement was contained in an agenda posted on the City's website Thursday night before a Tuesday afternoon hearing. Intuit Dome and the Forum received no advance notice, and did not learn of the Billboard Agreement until late May, 2025.

2. Although the Billboard Agreement misleadingly identifies the illegal billboards as "kiosks," the language of the Billboard Agreement plainly grants WOW broad rights with respect to "Billboards," a term that the Billboard Agreement expressly defines to include each of the advertising displays authorized by the Billboard Agreement and "all manner of display, signage and other advertising assets of any size and character," including static, digital, and multi-faceted displays, including any future "technology and display and presentation mechanisms." This Billboard Agreement is both procedurally defective and substantively improper, as it was adopted in violation of

the City Charter, without a public bidding process or public hearing, and purports to cede exclusive authority over the signs to WOW for a period of up to 40 years. The City has impermissibly attempted to bargain away its police powers by committing to enforce a prohibition on the City's approval of competing signage within 2,500 feet of proposed WOW signage, giving WOW complete control over the contents of the billboards, and restricting the exercise of its regulatory authority. Because the Billboard Agreement is illegal and invalid, the City's entry into it constituted an illegal and *ultra vires* act and is *void ab initio*.

3. The Intuit Dome Project is an integrated sports complex in the City, composed of three primary development areas often referred to as the "Arena Site," the "West Parking Garage Site" and the "East Transportation Site." The Arena Site, which includes the arena commonly known as "Intuit Dome," is located at the intersection of South Prairie Avenue and West Century Boulevard and across the street from Hollywood Park. The Arena Site and Hollywood Park Site are bisected by the City street now known as West Century Boulevard. The Intuit Dome Project was developed by, and at the sole cost of, Murphy's Bowl LLC, to be the home of the Los Angeles Clippers. The Intuit Dome Project did not receive any public subsidy, and as part of the approvals, Intuit Dome committed to a robust package of public benefits valued at more than $100 million. Since locating their home in Inglewood, the Clippers, together with Steve Ballmer, have invested tens of millions of dollars, in community projects and charitable activities, outside of the formal public benefits package.

4. The Forum Project includes a venue commonly known as the Forum together with adjacent surface parking lot, containing in the aggregate approximately 29.5 acres, located in the City. The Forum Project encompassed a complete renovation of the historic venue in 2012, to upgrade and convert it from a multi-purpose sporting venue to a state-of-the art concert and performance venue. The 2012 upgrade included a private investment of well over $50 million and the City utilized $18 million in public funds to assist in renovating the building. In 2020, Steve Ballmer bought the Forum for $400 million to settle litigation related to development of the Intuit Dome, making the combined investment in the two projects more than $3 billion.

5. Each Project was the subject of a separate statutory development agreement with the City, approved pursuant to Government Code section 65864 *et. seq*., providing assurance to the Project

developer that they could complete and operate the Projects in reliance on then existing City laws ("Intuit Dome Development Agreement", "Forum Development Agreement", and collectively, "Development Agreements").

6. The Billboard Agreement violates both the Intuit Dome and Forum Development Agreements. The Billboard Agreement is contrary to the vested ordinances, resolutions, codes, rules, regulations, and official policies in force and effect in 2012, and is therefore a material breach of the Forum Development Agreement. It also undercuts Intuit Dome's and the Forum's ability to achieve necessary sponsorship revenues from the Project, as contemplated by their Development Agreements, and potentially undermines "clean zone" requirements for events such as the 2026 NBA All-Star Game. On July 15, 2025, Intuit Dome and the Forum each issued a notice of default to the City under the Development Agreement.

7. Now that the Projects have been completed in reliance on the assurances provided by the City through their respective statutory development agreements, and the Forum and Intuit Dome are open and operational world-class sports and entertainment venues generating substantial revenue and creating thousands of good-paying local jobs, the City has pulled the rug out from under the Forum and Murphy's Bowl by adopting the Billboard Agreement—which permits WOW to erect large billboards immediately adjacent to the Projects. These signs are located in the public right-of-way, within the sidewalk at the perimeter of the Projects, and pose serious threats to pedestrian safety.

8. Although the City has titled its agreement with WOW as a "development agreement," and has called for its recordation in accordance with Government Code section 65868.5, the City has expressly admitted in related litigation that the Billboard Agreement is not a statutory development agreement under Government Code section 65864 *et. seq.* (See **Exhibit 1**, City of Inglewood and Inglewood City Council's Opposition to Ex Parte Application for (1) Temporary Restraining Order, (2) Order to Show Cause re Preliminary Injunction, and (3) Order Granting Expedited Discovery at 6, *Pincay RE, LLC et al. v. City of Inglewood et al.* (No. 25STCP02561).)

9. Because the Billboard Agreement is not a valid statutory development agreement under the Government Code, it cannot constrain the City's police power. California law prohibits a municipality from entering into an agreement or contract that waives, or consents to a violation of, its

own land use laws and regulations, or otherwise commits to take or refrain from a regulatory action, except pursuant to the statutorily prescribed procedures and standards set forth in Government Code section 65864 *et seq.* In contravention of nearly 50 years of legal authority, the Billboard Agreement improperly contracts away the City's police power by granting "exclusivity" for WOW signage, declaring WOW's rights vested such that no new City regulation would apply to it, allowing any type of advertising content, granting WOW "exclusive" rights to enter into media agreements with advertisers, and otherwise ceding exclusive authority over the content and regulation of all future signage to WOW. The Billboard Agreement states that WOW's interest in the Agreement "shall vest at the Effective Date," and, other than requirements "over which the City has no regulatory authority or control, . . . no subsequent changes in the Applicable Requirements (over which the City has regulatory authority or control) . . . shall negatively affect WOW's rights under this Agreement." (Billboard Agreement, § 2(e).) These promises improperly bargain away the City's police powers and make the agreement invalid and unenforceable. (*Trancas Property Owner's Assn. v. City of Malibu* (2006) 138 Cal.App.4th 172, 181, quoting *Avco Community Developers, Inc. v. South Coast Regional Com.*(1976) 17 Cal.3d 785, 800 ["a promise by the government that zoning laws thereafter enacted would not be applicable [to a particular property] would be invalid and unenforceable as contrary to public policy."].) The City's entry into the Billboard Agreement thus constitutes a void, invalid, and *ultra vires* act.

10. Beyond that, the Billboard Agreement violates the City's Charter, which requires that permits for construction in the public right-of-way to be revocable without need for notice, and the City's Municipal Code, which prohibits billboards in any public right-of-way.

11. Despite the illegal nature of the Billboard Agreement, WOW has already begun construction of the subject billboards. Remarkably, in March of 2025, the City issued permits for construction before the City had even approved the Billboard Agreement. The City and WOW recently informed the Forum and Intuit Dome that potholing for the billboards commenced on April 18, 2025; that work is now complete and underground work (such as fiber installation, electrical wiring, and footing/foundation installation) is ongoing.

12. Upon learning about the Billboard Agreement, out of respect for the long-standing positive relationship with the City, representatives of the Forum and Intuit Dome engaged in extensive discussions with City representatives concerning the legal defects and immediate, severe impacts of the Billboard Agreement, but the City and WOW have refused to terminate their illegal agreement.

13. The installation of new signs around the Intuit Dome Project could drastically disrupt and delay, among other things, the Intuit Dome's negotiation of advertising deals that are currently in progress for the 2025-2026 NBA season. These deals are on-going all year round, but August, September, and October are the Intuit Dome's most active months for negotiating advertising agreements, and the lack of certainty regarding the billboards during these months threatens severe harm to these and other future deals, including damage to the Intuit Dome's reputation and goodwill among potential NBA sponsors. The Intuit Dome has invested many years and substantial sums of money to improve the reputation and goodwill of the Intuit Dome and the events that are hosted there. During the last season that the Clippers played at the Crypto.com arena, which is surrounded by competitive advertising, they were ranked toward the bottom of the League in sponsorship sales. Last year at the Intuit Dome, the Clippers were ranked near the very top.

14. The Forum and Intuit Dome now bring this Petition and Complaint to challenge the Billboard Agreement and enforce their respective rights under their Development Agreements and ask this Court to direct the City, by way of writ of mandate and declaratory and injunctive relief, to fulfill its mandatory duty by setting aside and ceasing implementation of the Billboard Agreement, including the issuance of any permits issued under it.

II. PARTIES

15. Petitioner and Plaintiff Forum Entertainment LLC is a limited liability company organized under the laws of Delaware. Forum Entertainment LLC holds fee title to the Forum Project. As such, Forum Entertainment LLC has a beneficial interest in the issuance of the writ of mandate sought here.

16. Petitioner and Plaintiff Murphy's Bowl LLC is a limited liability company organized under the laws of Delaware. Murphy's Bowl LLC holds property interests in the Intuit Dome Project. The beneficial owner of Murphy's Bowl, LLC also owns the Los Angeles Clippers NBA Basketball

Team. As such, Murphy's Bowl LLC has a beneficial interest in the issuance of the writ of mandate sought here.

17. Forum and Intuit Dome are informed and believe and on that basis allege that Respondent and Defendant City of Inglewood is a municipal corporation, duly chartered and formed under the Constitution of the State of California and the City's Charter. The City of Inglewood is a party to the Billboard Agreement. Forum and Intuit Dome are informed and believe and thereon allege that Respondent Inglewood City Council ("City Council") is the legislative body of the City of Inglewood. The City, acting by and through the City Council, is the public body that approved the Billboard Agreement.

18. Real Party in Interest WOW Media, Inc. is a corporation organized and existing under the laws of the state of California and doing business in the City of Inglewood. WOW has interests that are directly affected by this proceeding in that it is a party to the Billboard Agreement.

III. JURISDICTION AND VENUE

19. This Court has jurisdiction pursuant to Code of Civil Procedure sections 1085 and 1094.5.

20. Intuit Dome and the Forum have performed all conditions precedent to filing this Petition and Complaint, including, but not limited to, raising all of the issues identified in this Petition and Complaint with the City and exhausting all administrative remedies to the extent legally required or otherwise being excused from such requirement by statute, futility, lack of jurisdiction, or the unavailability of any other timely review.

21. Venue is proper in this Court because the Project is located within Los Angeles County. The City is also located within Los Angeles County. Venue is proper in this Court pursuant to section 394 of the California Code of Civil Procedure and section 2.3(a)(1)(A) of the Local Court Rules of Superior Court of Los Angeles County. Further, venue is proper in this Court pursuant to the forum selection clause of the Forum Development Agreement, which provides that "the parties agree that any lawsuit or legal proceeding arising hereunder shall be heard in the Federal District Court in the Central District if in federal court or the Los Angeles Superior Court if in California Superior Court."

IV. FACTUAL AND LEGAL STATEMENT

A. The Intuit Dome and the Forum are Developed Pursuant to their Development Agreements with the City

22. The City approvals for the Projects each included statutory development agreements between Intuit Dome/the Forum and the City that, among other terms, incorporated the ability to develop and operate major entertainment venues on their properties. The Intuit Dome Development Agreement is attached to this Petition and Complaint as **Exhibit 2**, and the Forum Development Agreement is attached as **Exhibit 3**. Each Development Agreement authorizes and approves broad signage throughout the Projects' area, including prominent monument signage and Project identity signage at the perimeter of the Projects.

23. Notably, section 7.1 of the Forum Development Agreement vested the ordinances, resolutions, rules, regulations, and official policies that were in effect in 2012 when it was approved, which included a regulation that no billboard could be allowed less than 1,000 feet from an existing billboard. Subsequently, the City modified its regulations on billboards and allowed for changes to the mandatory space requirements if there were a negotiated agreement with the City allowing for the City to receive a percentage of the billboard revenues. But, in accordance with the Forum Development Agreement, the Forum Project could rely on the vested regulations, incorporating the 1,000 foot restriction.

24. In the Intuit Dome Development Agreement, the City agreed to a covenant of further assurances set forth in section 37, in which the City committed to take all actions necessary to achieve the purposes of the Development Agreement. The City agreed to a similar covenant of further assurances in section 36 of the Forum Development Agreement.

25. Further, both Development Agreements contain a conflicting law section that makes clear that any action taken by the City without the developers' consent that causes an adverse impact on the use, operation, functionality, accessibility or economic competitiveness of the Project will be considered in conflict with the Development Agreement itself, the Vested Rights in the Agreement, and the Existing City Laws. (See Exhibit 2, Intuit Dome Development Agreement § 8.1; Exhibit 3, Forum Development Agreement § 8.1.)

26. As part of their financing plans, and as is typical of major entertainment venues, the Intuit Dome and Forum rely on revenue generated by entering into naming rights arrangements and sponsorships. The LA Clippers likewise have their own naming and sponsorship agreements. Significant assets granted to these sponsors include the right to exclusivity in the category of their business operations and in some cases, to exclusive signage. These sponsorship and advertising transactions are a key source of revenue to offset the extraordinary investment in the development of the venue.

27. The Intuit Dome Development Agreement acknowledges the importance of signage and sponsorship revenue and includes a material commitment that the City would not impose any exactions or otherwise require any revenue sharing with the City with respect to these revenues. (See Exhibit 2, Intuit Dome Development Agreement § 7.2.3.)

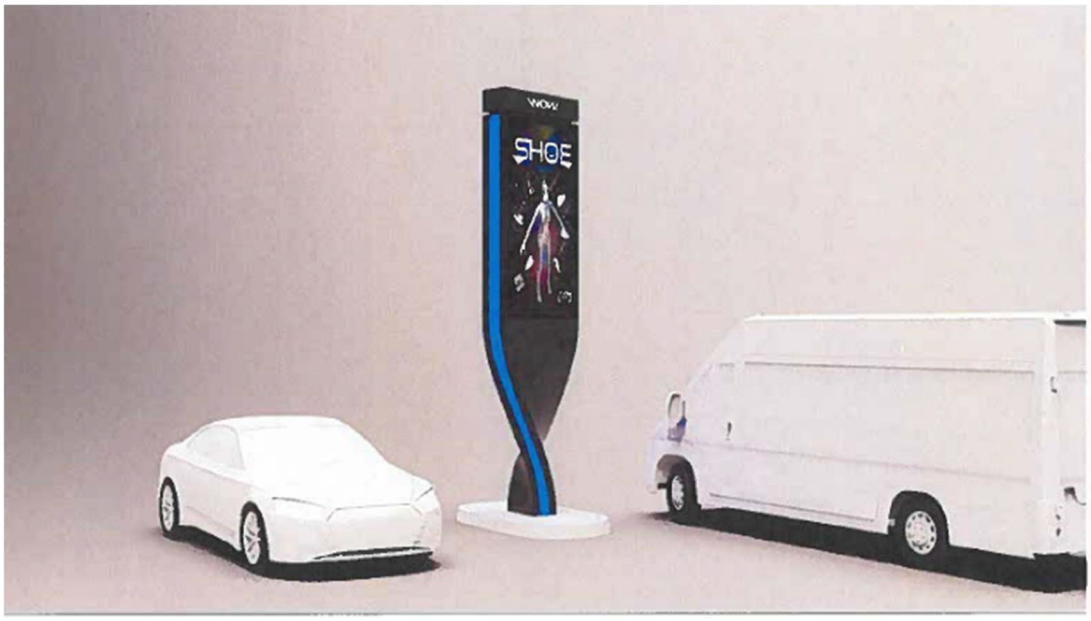
28. The Development Agreements clearly outline the specific exactions the City is permitted to impose, and any additional exactions beyond those expressly identified are not permitted. (See Exhibit 2, Intuit Dome Development Agreement § 7.2; Exhibit 3, Forum Development Agreement § 7.2.)

B. The City Adopts the Billboard Agreement Without Complying with Proper Procedure, Illegally Bargaining Away Its Police Powers

29. On April 15, 2025, the City approved the Billboard Agreement, titled the "Lease and Development Agreement," that purports to allow WOW to "lease certain locations within the City for the purpose of developing and constructing certain kiosk advertising displays." The City gave no notice to affected property owners—including the Forum and Intuit Dome—before entering into this invalid agreement with WOW. Nor did the City adopt the Billboard Agreement by ordinance.

30. The approved Billboard Agreement and accompanying Mitigated Negative Declaration ("MND") prepared in accordance with the California Environmental Quality Act (CEQA) are attached to this Petition and Complaint as **Exhibit 4**. Although the Billboard Agreement disingenuously refers to the approved signage as "kiosks," its language is explicit that the "kiosks" are billboards by another name. The Billboard Agreement plainly grants WOW the exclusive right to construct, operate, and maintain "Billboards," which is defined to include "all manner of display, signage and other advertising

assets of any size and character" surrounding the Project. (Exhibit 4, Billboard Agreement § 1(c).) In any event, the signs described and contemplated by the Billboard Agreement are described as "digital displays" that are 22 feet tall, and cannot reasonably be identified as "kiosks." The graphic below is WOW's own rendering of a proposed "kiosk" attached to the Billboard Agreement, as it appears in the MND:



31. Although styled as a "Development Agreement," and although section 3(m)(xxvii) of the Billboard Agreement calls for its recordation in accordance with section 65868.5 of the Development Agreement statute in the Government Code, the City and WOW have taken the position in a related litigation that the Billboard Agreement is *not* a statutory development agreement under the Government Code, so both the City and WOW are estopped from arguing otherwise here.

32. According to the MND, there will be 60 digital signs and 108 digital screens contained in "two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the structure . . . . Digital street displays would be installed within the public sidewalks and within the center medians of the roadways. Prairie Avenue does not have a center median, so the digital street displays would be installed on the sidewalk." (Exhibit 4, MND § 2.2.)

33. Notably, the maps attached to the MND are barely legible and there is no clear delineation of how these 60 new signs are allocated between kiosks and displays, or how this intense signage can be accommodated in sidewalks that are already congested on event days.

34. The Billboard Agreement does not condition the construction of billboards on the project features described in the MND, nor does it impose any mitigations measures, even though the conclusion of "no impact" relies on them, and the Notice of Determination prepared for the project says that mitigation measures were incorporated as conditions of approval. Specifically,

- The Billboard Agreement does not condition approval on or provide a standard for mitigating pedestrian impacts, even though the MND concluded the signage: "would integrate with the urban setting while ensuring pedestrian and traffic flows remain unhindered." (Exhibit 4, MND § 2.2.)
- The Billboard Agreement does not set forth any brightness requirements or require a "Sign Lighting Plan," despite the fact that the MND indicated: "the digital signs are installed with an automatic dimming technology so that at no time would any sign exceed a brightness level of 0.3-foot candles above ambient light for both daytime and nighttime conditions. The illumination standards set forth in a Sign Lighting Plan to establish the daytime and nighttime ambient light levels would ensure that luminance values are consistent with the existing urban environment." (Exhibit 4, MND § 3.1(d).)
- The Billboard Agreement contains no meaningful mitigation measures, even though the MND indicated: "[t]he project applicant would develop a Construction Management Plan to address potential impacts to the circulation system resulting from construction activities. The project applicant would communicate the provisions of the Construction Management Plan, including procedures for temporary lane closures, to the LACFD, who would review and approve of the Plan. Construction activities would not involve the closure of an entire street and emergency access would remain available along all surrounding streets." (Exhibit 4, MND § 3.15(a.i).)

35. In short, as made clear in the Notice of Determination posted for the project, attached hereto as **Exhibit 5**, "[m]itigation measures were made a condition of the approval of the project,"

(Exhibit 5, Notice of Determination), but the Billboard Agreement contains no required mitigation measures, and no mechanism for enforcing the assumptions that were the basis for the conclusion that there would be no impacts. The Notice of Determination ironically confirms that fact by noting that a mitigation monitoring plan was not adopted as part of the project.

36. The content displayed on the billboards is an additional source of discrepancy between the Billboard Agreement and the MND, and also contradicts any assertion that billboards were approved to provide wayfinding and transportation information. Section 2.2 of the MND states, "The digital signs would serve as informative beacons, offering real-time updates on local events, full motion images . . ., weather conditions, and vital news" and "facilitate two-way communication between the City and its residents through community messaging." (Exhibit 4, MND § 2.2.) However, there is no requirement that the signs contain this information, and the City usage is limited to "ten percent (10%) of the total advertising time on each Face for public service announcements ('PSAs') such as amber alerts, drunken driving awareness, serious accidents and emergency-disaster messaging," which means 90% of the content will be advertising. (Exhibit 4, Billboard Agreement § 3(f).)

37. Despite these critical inconsistencies, one thing is clear: the billboard locations have been purposefully chosen to take advantage of their close proximity to the entertainment and sports venues, particularly the Forum, Intuit Dome and Hollywood Park, and their upcoming high-profile events. Indeed, a video currently on the landing page of WOW's website (https://wowmedia.com/) shows locations of their current signage "surrounding LA's iconic destinations," including a "Basketball Dome" (showing a flyover depiction of the Intuit Dome) that is "Home to 41 NBA Games," and a "Concert Forum" (showing a flyover depiction of the Forum). The video on WOW's website also touts upcoming events that include the 2026 NBA All-Star Game at the Inuit Dome in February. The 22-foot high digital displays will provide signage that is even closer to these venues.

C. The City's Billboard Agreement Breaches the Intuit Dome and Forum Development Agreements.

38. The City adopted and entered the Billboard Agreement on April 15, 2025, conveying broad rights to WOW to construct off-site signage in the public right-of-way directly adjacent to the Intuit Dome and Forum. Any approval of billboards adjacent to the Intuit Dome and/or Forum, or

enforcement of the Billboard Agreement's purported grant to WOW of exclusive control over the contents of signage adjacent to Intuit Dome and the Forum (and elsewhere in the City), would constitute a breach of multiple City covenants, duties and/or obligations under the Intuit Dome Development Agreement and Forum Development Agreement, as set forth below. These breaches will cause massive monetary and irreparable non-monetary harm to the Intuit Dome and the Forum by disrupting current sponsorship and advertising deals (some of which are premised on exclusivity around the venues); interfering with ongoing and future sponsorships, events, advertising agreements, and other deals that are premised on exclusivity and clean spaces for advertising around the venues; and causing permanent damage to these venues' reputations and goodwill in the marketplace to secure future events, sponsorships, and advertising.

1. Breaches of the Intuit Dome Development Agreement

39. The Billboard Agreement authorizes multiple off-site advertising signs immediately adjacent to Intuit Dome, 18 new signs (each potentially as high as 22 feet) that are located in and around the public right-of-way, including multiple signs in the sidewalk. Section 8.2 of the Intuit Dome Development Agreement explicitly states that "any action or proceeding of City (whether enacted by the legislative body or the electorate) undertaken without the consent of [the Intuit Dome], that has any of the following effects on the Project shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws: . . . (e) . . . changing the . . . signage provisions." Additionally, any "action or proceeding . . . (g) changing Existing City Laws that causes an adverse impact on the use, operation, functionality, accessibility, or economic competitiveness of the Arena or Project" and is taken without consent of the Intuit Dome, also shall be considered in conflict with the Intuit Dome's vested rights, the Development Agreement, and Inglewood's Existing City Laws. The Billboard Agreement purports to grant exclusive authority over the new digital display's contents to WOW, and allows billboards in the public right-of-way, despite a prohibition in the municipal code. Accordingly, by approving the Billboard Agreement without the Intuit Dome's consent, and granting WOW the unimpeded right to sell advertising signage to competitors of advertisers/sponsors of the Intuit Dome and undercut its ability to sell advertising and signage rights, the City has unilaterally enacted a change to the signage provisions, and materially and adversely impacts the Intuit Dome's economic

competitiveness, placing the City in direct violation of Section 8.2 of the Intuit Dome Development Agreement.

40. Intuit Dome has entered into naming rights arrangements and other sponsorships—as have the Clippers. In recognition of the extraordinary private investment in building the Intuit Dome, the City agreed in Section 7.2.3 of the Intuit Dome Development Agreement that "in no event shall there be any Exaction imposed upon or revenue sharing with respect to on-site Project signage, sponsorship or naming rights, personal seat licenses, or similar use rights in connection with the Project." The City has undermined its express commitment in Section 7.2.3 to protect this signage and sponsorship revenue by entering into a conflicting arrangement that would authorize City revenue-sharing from signage located illegally in the public right-of-way immediately adjacent to the Intuit Dome, with advertisers that compete with the Intuit Dome's and Clippers' sponsors, while directly benefiting from proximity to Intuit Dome and the ability to advertise during Clippers games (as well as other events held at the venue). In essence, the City's share of the WOW signage revenue is simply an indirect appropriation of the sponsorship and advertising revenues that were generated by the Intuit Dome's more than $3 billion in private investment in Inglewood, and a violation of the City's commitment not to seek any revenue sharing with respect to signage and sponsorship

41. The Billboard Agreement cedes exclusive authority over the content of all future signage to WOW, providing only that the billboards and signs "shall not contain obscene material" and that "[e]xcept as expressly prohibited, *all other advertising content shall be permissible*" (italics added). Section 8 of the Billboard Agreement provides in pertinent part: "WOW shall also have the right to license or rent the use of the [digital displays], or any portion of them, to carry traditional off-site advertisements from national and local advertisers…City hereby grants to WOW the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces." Ceding control of the content of these signs to WOW jeopardizes the ability of the City and the Intuit Dome to satisfy all of the requirements of the NBA All Star Game, the Olympics, and other major events with respect to "ambush marketing" and may impact the Intuit Dome's key sponsorship agreements that are intended to fund the cost of these global events, both for the currently planned events and for any of these future events

to be held in Inglewood (for the next 40 years). Thus, authorizing the WOW signage violates the City's obligation under Section 37 of the Intuit Dome Development Agreement to cooperate in good faith with the Intuit Dome and uphold the Development Agreement's purpose—namely, to allow the Intuit Dome to operate as a large, state-of-the-art arena capable of attracting major sports organizations and events. By enabling WOW to sell advertising that directly competes with the Intuit Dome's existing and prospective sponsors, directly adjacent to the Intuit Dome, the City has failed to take the actions necessary to protect the Intuit Dome's vested rights and effectuate the Development Agreement's objectives, as required by the covenant of further assurances in Section 37.

42. On June 10, 2025, the City approved Resolution 25-82: "Vacating A Limited Portion Of That Certain Airspace Above West Century Boulevard Between South Prairie Avenue and South Doty Avenue Pursuant To The California Streets & Highways Code", which Resolution was recorded as Document 20250476049 on July 16, 2025 (the "Airspace Vacation"). The Airspace Vacation terminated a public right-of-way easement in a forty-foot-wide area, seventeen feet above the surface of Century Boulevard, to allow for the privately funded construction of a pedestrian bridge connecting Hollywood Park and the Intuit Dome. The Airspace Vacation, and the right to construct a pedestrian bridge over Century Boulevard, had been contemplated by the project approvals for the Intuit Dome and are part of the vested rights conveyed by the Intuit Dome Development Agreement. The illustration below shows the planned location of the pedestrian bridge over Century Boulevard, with the Intuit Dome to the south and Hollywood Park to the north. On information and belief, the three red arrows are three of the planned locations for WOW's billboards.

43. As part of the construction of the Billboards, WOW has already begun construction in the Century median and has located sign footings in the area of the future pedestrian bridge. The photo below was taken on August 1, 2025, from the median on Century Boulevard facing south, toward the Intuit Dome. It shows one of the sign footings that has already been installed for the WOW billboards, directly next to (or possibly even underneath) the future pedestrian bridge.

44. Through the Billboard Agreement, the City has attempted to lease airspace above seventeen feet to WOW that they do not own—the City has already vacated this airspace to the Intuit Dome. Building signs in this area would constitute an illegal trespass against Intuit Dome.

45. The digital displays described in the Billboard Agreement, and shown in the maps and renderings attached to the Billboard Agreement and MND, would extend 20-22 feet above current grade, meaning that the upper 3-5 feet of the signs would be located in the vacated airspace that the City no longer owns, but instead is owned by the Intuit Dome. In addition, the mere existence of the signs in and directly adjacent to the location of the pedestrian bridge may render it impossible for the Intuit Dome to actually construct the bridge. At no time during the many years the pedestrian bridge has been under discussion with the City did the City mention the possibility of intruding signage or the planned impediments to the construction of the bridge.

2. Breaches of the Forum Development Agreement

46. The Billboard Agreement authorizes multiple off-site advertising signs immediately adjacent to the Forum (at least 6 new signs, each potentially as high as 22 feet) and located within 1,000 feet of the existing off-site signs at the Forum. Per Section 8 of the Forum Development Agreement, the WOW signs would be contrary to the vested rights the Forum has in the zoning limitations that were in place in 2012 when the Development Agreement was originally approved, which included a limitation on other billboards within 1,000 feet of approved signage. Further, Section 8.1 of the Forum Development Agreement explicitly states that "any action or proceeding of City (whether enacted by the legislative body or the electorate) undertaken without the consent of [the Forum], that has any of the following effects on the Project shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws:…(a)… changing the …signage provisions." Additionally, any "action or proceeding…(b) changing Existing City Laws that directly causes a material adverse impact on the use, operation, functionality, accessibility, or economic competitiveness of the Forum" and is taken without consent of the Forum, also shall be considered in conflict with the Forum's vested rights, the Development Agreement, and Inglewood's Existing City Laws. Accordingly, by approving the Billboard Agreement to allow billboards within 1,000 feet of the signage at the Forum (contrary to the City Laws that existed in 2012), and granting WOW the unimpeded right to sell advertising signage to competitors of advertisers/sponsors of the Forum and undercut the Forum's ability to sell future advertising and signage rights, the City has unilaterally enacted a change to the signage provisions, and materially and adversely impacts the Forum's economic competitiveness, in violation of Section 8.1 of the Forum Development Agreement.

47. The Forum has also entered into naming rights arrangements and other sponsorships. In recognition of the extraordinary private investment in renovating the Forum, the City agreed in section 7.2 of the Forum Development Agreement not to impose additional Exactions on its use or operation, including any City-imposed costs or obligations related to on- or off-site improvements. The City has breached this commitment by entering into a conflicting arrangement that imposes an unforeseen financial burden on the Forum's off-site signage revenue—specifically, by authorizing City revenue-

sharing from signage located illegally in the public right-of-way adjacent to the Forum, with advertisers that compete with the Forum sponsors while directly benefitting from proximity to the Forum.

48. The Billboard Agreement further cedes exclusive authority over the content of all future signage to WOW, providing only that the billboards and signs "shall not contain obscene material" and that "[e]xcept as expressly prohibited, *all other advertising content shall be permissible*" (italics added). Section 8 of the Billboard Agreement provides in pertinent part: "WOW shall also have the right to license or rent the use of the [digital displays], or any portion of them, to carry traditional off-site advertisements from national and local advertisers…City hereby grants to [WOW] the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces." Ceding control of the content of these signs to WOW jeopardizes the ability of the City and the Forum to satisfy all of the requirements of upcoming and future events with respect to "ambush marketing" and may impact the Forum's key sponsorship agreements that are intended to fund the cost of these global events, both for the currently planned events and for any of these future events to be held in Inglewood (for the next 40 years). Thus, authorizing the WOW signage violates the City's obligation under Section 36 of the Forum Development Agreement to cooperate in good faith with the Forum and uphold the Development Agreement's purpose—namely, to allow the Property to operate as a large, state-of-the-art venue capable of attracting major entertainment events. By enabling WOW to sell advertising that directly competes with the Forum's existing and prospective sponsors, the City has failed to take the actions necessary to protect the Forum's vested rights and effectuate the Forum Development Agreement's objectives, as required by the covenant of further assurances in Section 36.

3. The Intuit Dome and the Forum Gave the City Notice of Defaults under the Development Agreements but the City Failed to Cure, and is Actively Taking Steps that Make Cure Impossible.

49. On July 15, 2025, Intuit Dome and the Forum each issued a notice of default to the City, declaring a default under their respective Development Agreements and providing a 30-day period in which to cure the default before it ripens into a breach, which default notices are attached to this Petition

and Complaint as **Exhibit 6** and **Exhibit 7**. The defaults are based on the City's approval of the Billboard Agreement in violation of its obligations under the Development Agreements.

50. As of the date of this filing, the City has not only refused to and failed to cure its default, but it is actively taking steps that make any cure impossible. The 30-day contractual cure periods in the Development Agreements technically expire on August 14, 2025—but given the City's and WOW's actions that are causing irreparable harm now, the Intuit Dome and Forum cannot wait until the cure period expires to bring this suit and seek injunctive relief. The City has already issued permits to WOW under the Billboard Agreement, and WOW has begun early stages of construction. The below photo, taken on July 21, 2025, shows digging in the median on W. Century Boulevard, a couple of blocks west of the Intuit Dome, at the planned location of some of the billboards.

51. WOW's construction work increases each day. As of the date of this filing, new construction has begun directly at the corner of the Intuit Dome's West Garage, a location where Intuit

Dome has a large existing signage. Photographs of the construction in the median next to the garage, as well as a nearby Intuit Dome sign, are below:

52. Therefore, the City has told Intuit Dome and the Forum expressly that it will not cure its defaults; the City has demonstrated through its actions that it has no intention of curing those various defaults; and the City is actively working with WOW to make any cure impossible.

D. The Billboard Agreement Conflicts With State Law by Improperly Delegating the City's Police Power

53. The Billboard Agreement is void *ab initio* because it improperly delegates the City's police power outside of a development agreement and without going through the proper procedures mandated by the Government Code required for a development agreement. Further, the Billboard Agreement runs contrary to a number of restrictions and requirements under the City's Charter and Municipal Code regarding the placement of billboards within the City.

54. The Billboard Agreement purports to restrict the City's ability to approve other Billboards within 2,500 feet of any WOW Billboard, and it imposes a 1,000-foot limit following installation of the billboards, for a lease term of up to 40 years. Specifically, the "exclusivity" provision incorporated in the Billboard Agreement's definition of "Premises Locations" provides in section 1(h)(iv): "City shall not permit or otherwise authorize or allow (whether on City Property or Private Property), any non-WOW Billboards or other types of off-site signs within a radius of 2500 feet of any WOW-authorized TIN structure."

55. Section 2(e) of the Billboard Agreement further provides that:

> "It is the intent of the Parties that WOW's interest under this Agreement shall *vest* at the Effective Date and to insure the successful development and operation of the TIN, that other than the Applicable Requirements over which the City has no regulatory authority or control, the Applicable Requirements in place as of the Effective Date shall control, and that **no subsequent changes in the Applicable Requirements (over which the City has regulatory authority or control) occurring after the Effective Date and during the Development and Operational Phase shall negatively affect WOW's rights under this Agreement**." (Emphasis added).

56. This provision effectively insulates and exempts WOW from any future regulations or restrictions on billboards that the City may adopt, thereby mandating that the City exercise its police power in a certain way in the future. Under California law, it is improper for the City to contract with a private party as to its future exercise of its authority.

57. Specifically, except as authorized by Government Code section 65864 *et. seq.* pursuant to a validly adopted statutory development agreement, the City has no legal authority to make any contractual commitment to a private party as to how it will exercise (or even, not exercise) its regulatory authority—and it certainly has no legal authority to make that commitment for 40 years. The included exclusivity and "vested rights" clauses are a clear surrender of the City's police power, making the Billboard Agreement void *ab initio*.[1] And the City and WOW have expressly taken the position in related litigation that their Billboard Agreement is *not* a statutory development agreement, so they are estopped from arguing otherwise now.

E. The Billboard Agreement Violates the City's Charter and Municipal Laws

58. Regardless of what the City and WOW call their Billboard Agreement, it's illegal and ultra vires.

59. The billboards and kiosks are located in the public sidewalk and street medians, all in the public right-of-way. Inglewood's City Charter only allows the City to grant "permits" to *use* a public right-of-way *if* they are issued under "terms and conditions as the council may by ordinance prescribe" and are "*revocable* by the council *at any time without notice*." (Inglewood Charter, Art. III, § 38, italics added.) Neither requirement is satisfied in the Billboard Agreement. The permits to construct the Billboards are being issued solely in accordance with the Billboard Agreement. There was no ordinance associated with the Billboard Agreement. And the Billboard Agreement recites that WOW's rights are "vested" and mandates an elaborate default provision before the City can terminate any permit. In other words, the Billboard Agreement doesn't specify that the permits are to be revokable at any time without notice. And in fact, the permits the City has already issued to WOW pursuant to the Billboard Agreement aren't revokable "at any time without notice".

---

[1] The Billboard Agreement includes language that crudely attempts to obfuscate the bargaining away of police powers: "notwithstanding anything contained in this Agreement to the contrary, the Parties specifically acknowledge that the City shall not be bound, limited or restricted in any way from exercising its general police power, including but not limited to, amending or modifying the City's municipal or zoning code, necessary to conduct and and/or perform the municipal affairs of the City, or Applicable Requirements over which the City has no regulatory authority or control." (Exhibit 4, Billboard Agreement § 2(e)). This reservation of rights is wholly illusory, as it limits the City's future powers to actions "necessary to conduct and and/or perform the municipal affairs of the City."

60. The City and WOW have referred to the Billboard Agreement as a mere "lease" of the public right-of-way. But the City is allowing WOW to own the billboards on City property. And, the City cannot use a lease contract with a private party to "vest" rights, give up police powers, and freeze existing rules for up to 40-years—as explained above, the only lawful way to do that is through a valid development agreement adopted pursuant to the Government Code. And as also explained above, if a "lease" involves the City issuing permits to use the public right-of-way, the City Charter requires that this be accomplished through an ordinance and that the permits have to be revokable without notice. So if the Billboard Agreement is a mere "lease," it still violates the Charter in those important respects.

61. Alternatively, if, as the City and WOW have also argued, the Billboard Agreement is a franchise agreement, it would likewise violate the City's Charter. As a threshold matter, the characterization of the Billboard Agreement as a "franchise agreement" is inaccurate, because franchise agreements, authorized under the Government Code, are only for things like utilities, cable tv, electricity, etc. (See Gov. Code §§ 6201 et seq.) Digital signs that will be used at least 90% for third party advertising do not fit this description. Regardless, even if the Billboard Agreement were properly considered a franchise agreement, its terms would render it in violation of the City's Charter, which requires that the granting of any franchise must be done by ordinance. (Inglewood City Charter, Art. XI, § 11 [any action of the City Council "granting any franchise, shall be taken by ordinance"].) There is no dispute that the Billboard Agreement was not adopted by ordinance.

62. Moreover, franchises cannot be "exclusive" under the City's Charter (*id.*, Art. XXX, § 3). Here, however, the Billboard Agreement expressly gives WOW "exclusivity" rights for the billboards. (Exhibit 4, Billboard Agreement §§ 2(iv), 4(b).)

63. The Billboard Agreement also purports to exempt WOW from application of numerous provisions of the City's Municipal Code (the "IMC"), which were adopted to provide "minimum standards to safeguard life, health, property, and the public welfare by regulating and controlling the design, quality of materials, construction, size, height, illumination, location, and maintenance of all signs, sign structures, and other exterior advertising devices" in the City. (IMC § 12-68.)

64. Among other requirements, IMC section 12-80(A) prohibits billboards in any public right-of-way, which the Billboard Agreement plainly violates by permitting "within the public

sidewalks and within the center medians of the roadways." (Exhibit 4, MND § 2.2.) The Municipal Code defines a "Billboard" as "off-site sign that displays regularly changed advertising graphics and is operated and maintained by an outdoor advertising company for income purposes." (Exhibit 4, MND § 12-69.) As is clear from the face of the Billboard Agreement, at least 90% of the billboards' use will be for unrestricted advertising. (Exhibit 4, Billboard Agreement § 3(f).)

65. Further, IMC section 12-80(I)(1)(b) requires that proposed billboards be subject to "standards as deemed appropriate and necessary to mitigate any impact to any adjacent property zoned for residential use, school, child care facility, nursery school, hospital, place of worship, park or recreational facility in the City of Inglewood." However, the Billboard Agreement contains no standards, no design review or even limits on the dimensions of the sign faces, and no conditions to ensure compliance with the assumptions in the MND. Rather, section 3(g)(ii) of the Billboard Agreement merely provides: "The TIN shall not contain obscene material. Except as expressly or otherwise prohibited**,** *all other advertising content shall be permissible*" (emphasis added).

66. Before authorizing billboards that deviate from the requirements of the City municipal code, the City did not make any effort to obtain a variance to the existing restrictions on billboards. The City held no hearings and made no findings in support of a variance, as required by state law and incorporated into the City's municipal code. (See IMC § 12-97 *et seq.*; *Committee to Save the Hollywoodland Specific Plan v. City of Los Angeles* (2008) 161 Cal.App.4th 1168.)

67. In addition to the deficiencies above, and much like the impermissible contract rejected in *Trancas*, *supra*, 138 Cal.App.4th at p. 182, the Billboard Agreement's intent to "*vest* at the Effective Date and to insure [sic] the successful development and operation" of the billboards in violation of Municipal Code, substantively "resembles a variance." (*Ibid.*) Deviations from standard zoning require due process and administrative proceedings, including public hearings, and findings explaining how the public interest is preserved and special privileges are avoided. (IMC § 12-97.1). No such procedures or substantive requirements were satisfied here. Just as the Court found in *Trancas*, "circumvention of them by contract is impermissible." (*Ibid.*)

68. The Billboard Agreement is accordingly deficient in meeting the requirements of Inglewood's signage ordinance.

FIRST CAUSE OF ACTION

(Petition for Writ of Traditional Mandamus (Code Civ. Proc., § 1085), or, in the alternative, Administrative Mandamus (Code Civ. Proc., § 1094.5), against the City only)

69. Intuit Dome and the Forum reallege and incorporate herein by reference Paragraphs 1 through 44 above.

70. As alleged and shown above, the adoption of the Billboard Agreement contravenes California's statutory and decisional law and policy, as well as the City's own Charter and Municipal Code—it is therefore unlawful and ultra vires.

71. Intuit Dome and the Forum seek a writ of traditional mandamus pursuant to California Code of Civil Procedure section 1085, or, alternatively, a writ of administrative mandamus pursuant to Code of Civil Procedure section 1094.5, directing Respondents to set aside the Billboard Agreement and refrain from taking any actions to implement the Billboard Agreement on the grounds that it constitutes an improper contracting away of the City's police power, failure to comply with proper legal and procedural requirements, and is inconsistent with local and State law, among other defects alleged in this Petition and Complaint. The Billboard Agreement is therefore void *ab initio*. (See *Summit Media LLC v. City of Los Angeles* (2012) 211 Cal.App.4th 921.)

72. Adoption of the Billboard Agreement violates various sections of the City's Charter (including Article XXX, section 38), and Municipal Code (including section 12-80(B)(2), which prohibits billboards in any public right-of-way, and section 12-80(I)(1)(b), which requires that billboards be subject to "standards" that aren't included in the Billboard Agreement, despite the assurances in the MND).

73. The City failed to comply with the procedural requirements of the Development Agreement statute in connection with the approval of the Billboard Agreement. The City failed to conduct a Planning Commission or City Council public hearing, failed to provide notice to adjacent property owners, failed to make a finding of consistency with the General Plan, and did not adopt the agreement by ordinance subject to referendum. Indeed, the City and WOW admit that their agreement is not a statutory development agreement at all.

74. The City effectively disposed of public property for a term of up to 40 years without any public notice of the opportunity or public bidding.

75. Review is appropriate under Code of Civil Procedure section 1085 or 1094.5 because the City has failed to act in the manner required by law, and thus the implementation of the Billboard Agreement is specifically enjoined by the law.

76. The Intuit Dome and the Forum have been and will continue to be irreparably harmed by Respondents' adoption of the Billboard Agreement. The Billboard Agreement gives WOW the right to control all the advertising on its billboards. If the billboards authorized in the Billboard Agreement are constructed and become operational, the City would be unable to exercise its legitimate regulatory authority for forty years. Intuit Dome and the Forum have no plain, speedy, and adequate remedy in the ordinary course of law.

77. The Intuit Dome and the Forum are excused from exhausting administrative remedies because the City failed to include a reference to Government Code section 65009, which is required to limit issues raised in litigation to those raised at a properly noticed public hearing, and indeed the City failed to hold any public hearing at all. In the alternative, the Intuit Dome and the Forum are excused from exhausting any available remedies because any such pursuit would have been futile, such pursuit would not have afforded the Intuit Dome and the Forum the relief they seek, and no requirement to exhaust administrative remedies applies to challenges to an illegal government contract. (See *Summit Media LLC v. City of Los Angeles* (2012) 211 Cal.App.4th 921, 933.)

78. As a result, Intuit Dome and the Forum are entitled to, and requests that this Court issue, a peremptory writ of mandate compelling the City to set aside the Billboard Agreement.

79. Intuit Dome and the Forum further request that the Court order the City and WOW to refrain from taking any action in connection with or in furtherance of implementation of the Billboard Agreement.

SECOND CAUSE OF ACTION
(Breach of Contract, against the City only)

80. Intuit Dome and the Forum are reallege and incorporate by reference Paragraphs 1 through 64 above.

81. Intuit Dome and the Forum each entered valid statutory Development Agreements (contracts) with the City.

82. Intuit Dome and the Forum each performed all, or substantially all, of the significant things that their Development Agreements required them to do.

83. The City materially breached the Development Agreements.

84. Intuit Dome and the Forum have been or imminently will be harmed.

85. The City's breach of the Development Agreements was a substantial factor in causing Intuit Dome's and the Forum's harm.

THIRD CAUSE OF ACTION
(Declaratory Relief, against the City only)

86. Intuit Dome and the Forum reallege and incorporate herein by reference Paragraphs 1 through 44 above.

87. An actual controversy has arisen and now exists relating to the rights and duties of Intuit Dome and the Forum and the City. Intuit Dome and the Forum contend that the Billboard Agreement is illegal and invalid, and that the City acted beyond its powers by entering into it. The City, on the other hand, contends that the Billboard Agreement is legal, valid, enforceable, and a proper exercise of the City's powers.

88. Intuit Dome and the Forum are entitled to declaratory judgment that the Billboard Agreement is illegal and invalid, and that the City acted beyond its powers by entering into it.

FOURTH CAUSE OF ACTION
(Injunctive Relief, against the City only)

89. Intuit Dome and the Forum are reallege and incorporate herein by reference Paragraphs 1 through 50 above.

90. Intuit Dome and the Forum seek injunctive relief prohibiting the City from implementing the Billboard Agreement because it is void *ab initio*.

91. The Billboard Agreement is both substantively and procedurally invalid and ineffective because it was adopted without public notice, hearing, or comment, improperly contracts away the

City's police powers, conflicts with multiple City regulations, and infringes on Intuit Dome and the Forum vested property rights.

92. If the Billboard Agreement is implemented despite the clear violation of state and municipal law, Intuit Dome and the Forum will be immediately and irreparably harmed.

93. Intuit Dome and the Forum have no adequate remedy at law.

94. A temporary restraining order, preliminary injunction, and permanent injunction are necessary to preserve the status quo.

95. A temporary restraining order and preliminary injunction are appropriate under the circumstances in light of the fact that the Intuit Dome and the Forum are likely to prevail on the merits in this action and also that the harm to the Intuit Dome and the Forum if a temporary restraining order and preliminary injunction are not issued far outweighs the harm to the City if a temporary restraining order and preliminary injunction are issued.

V. PRAYER

WHEREFORE, the Intuit Dome and the Forum pray for issuance of a writ of mandate and judgment as follows:

A. That the Court issue a peremptory writ of mandate, ordering the City to set aside the Billboard Agreement and to refrain from issuing any permits or taking any action to implement the Billboard Agreement;

B. That the Court declare the respective rights and duties of Intuit Dome and the Forum and the City, and that, by such declaration and judgment, it be declared that the Billboard Agreement is illegal and invalid, and that the City acted beyond its powers by entering into it;

C. That the Court preliminarily and permanently enjoin the City from taking any action in connection with or in furtherance of implementing the Billboard Agreement, including relating to the issuance of permits under it;

D. That the Court award reasonable attorneys' fees incurred in this matter pursuant to the dispute provisions of the Intuit Dome Development Agreement and Forum Development Agreement, Code of Civil Procedure section 1021.5, and other pertinent law;

E. That the Court award costs of suit incurred in this action; and

F. That the Court grant such other and further relief as the Court deems just and proper.

DATED: August 5, 2025

GIBSON, DUNN & CRUTCHER LLP

By: _____

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VERIFICATION

I, Brandt Vaughan, declare as follows:

I am a manager of Murphy's Bowl LLC, a plaintiff and petitioner in this action, and I am authorized to execute this verification on behalf of Murphy's Bowl LLC. I declare that I have read the foregoing **VERIFIED PETITION FOR WRIT OF TRADITIONAL MANDAMUS [CCP SECTION 1085] AND ADMINISTRATIVE MANDAMUS [CCP SECTION 1094.5] AND COMPLAINT FOR BREACH OF CONTRACT AND INJUNCTIVE AND DECLARATORY RELIEF** and know the contents thereof. I declare that the information stated therein is true of my own knowledge, except as to matters stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 8/5/2025 at Bellevue, WA

Signed by:
BE0CEB6DFFEA457...
Brandt Vaughan

EXHIBIT 1

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**Electronically FILED by
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7/23/2025 1:20 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Lopez, Deputy Clerk**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

PINCAY RE, LLC; HOLLYWOOD PARK RESIDENTIAL INVESTORS, LLC; HOLLYWOOD PARK RETAIL/ COMMERCIAL INVESTORS, LLC; HPMU4 LA, LLC; STADCO LA, LLC; PERFORMANCE COMPANY LA, LLC; HP RESIDENTIALCO 2021, LLC; HP RESIDENTIALCO 2023, LLC; HP HOTEL RE, LLC; HPMU11 LA, LLC; and HOLLYWOOD PARK RETAIL PHASE I, LLC,

Petitioners and Plaintiffs,

v.

CITY OF INGLEWOOD, a municipal corporation; INGLEWOOD CITY COUNCIL; DOES 1–50,

Respondents and Defendants,

WOW MEDIA, INC.,

Real Party in Interest.

CASE NO. 25STCP02561

CITY OF INGLEWOOD AND INGLEWOOD CITY COUNCIL'S OPPOSITION TO EX PARTE APPLICATION FOR (1) TEMPORARY RESTRAINING ORDER, (2) ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND (3) ORDER GRANTING EXPEDITED DISCOVERY

Date: July 23, 2025
Time: 8:30 a.m.
Dept.: 86

Assigned for All Purposes to:
Hon. Curtis Kin

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I. INTRODUCTION

Hollywood Park seeks emergency relief to enjoin the City of Inglewood from allowing kiosks to be constructed on the City's own property because such kiosks *may—in the future—* impact Hollywood Park's ability to maximize profits. The Application relies on Hollywood Park's 2015 Development Agreement (which is void, as explained below) to regulate, control, and effectively veto the City's duly approved contract, well outside of Hollywood Park's development, *up to a mile away*. Hollywood Park fails to cite a single legal authority that justifies its position because there is none. There is also no emergency or imminent danger. Hollywood Park knew about these kiosks in May, but it waited two months to seek *ex parte* relief. It can wait another few weeks to give the Court and the parties the benefit of full briefing, which will show the Application is meritless.

Hollywood Park complains about the City's agreement with WOW, whereby WOW will construct and operate several kiosks on City property, earn a portion of ad revenue from those kiosks for the term of the contract, then turn the kiosks over to the City. The Application claims this agreement is illegal for three reasons: (i) Hollywood Park's 2015 Development Agreement prohibits the City from constructing signs within 1000 feet of any billboards on the development; (ii) the WOW contract is an unlawful statutory development agreement; and (iii) the WOW contract improperly delegates the City's police powers to WOW. None has support in the evidence or law.

First, the 2015 Development Agreement is void *ab initio* because it was, as Petitioners admit, adopted by voter initiative. California law is crystal clear that development agreements cannot be adopted via initiative, so the core agreement on which Hollywood Park rests its case is invalid. *Ctr. for Cmty. Action & Env't Just. v. City of Moreno Valley*, 26 Cal. App. 5th 689, 695 (2018) ("**We conclude that the Legislature intended to exclusively delegate approval of development agreements to local legislative bodies and to make such approval subject to referendum, but not to initiative. The development agreement initiative adopted by the City is therefore invalid**.") (emphasis added). And even if the agreement had force, it cannot limit what the City does *on its own property* and clearly *outside of the Hollywood Park development.*

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Hollywood Park is effectively arguing that, because it would serve its economic interests, it has de facto veto rights over all advertising within alternatively, 1000 feet of its property, or perhaps up to an astounding one mile from its development. The position finds no support in law or common sense.

Second, the WOW contract is not a statutory development agreement and need not satisfy those statutory requirements. The law is clear that one looks to the substance of the agreement, not the form or title, to assess the character of the agreement. Notwithstanding an erroneous title, in substance and in accord with the parties' intent, the WOW contract is a vendor agreement. Under it, the City authorizes WOW to build, operate, and maintain an advanced, state-of-the-art network of signs comprising a Traffic Information Network that provides a significant public safety benefit to the City—on City property—and WOW agrees to share its revenue with the City. The City will expend no public money under the contract.

Third, the WOW contract does not constrain the City's police powers, nor does it authorize WOW to circumvent existing or future regulations. To the contrary, the WOW contract *expressly reserves* the City's broad police powers and requires WOW to comply with *all existing laws and regulations*.

Finally, Hollywood Park does not make the showing of irreparable harm or immediate danger necessary to obtain *ex parte* relief. It does not identify one harm it will face this week or this month. Instead, it speculates that its advertising revenue may take a hit in the future during the 2026 World Cup, the 2027 Super Bowl, or the 2028 Olympics. Such future and speculative harm does not warrant *ex parte* relief. And a potential loss of revenue—which is easily remedied with money damages in the event it prevails—does not warrant an emergency injunction. There are no WOW billboards infringing on Hollywood Park's supposed rights. Any kiosk constructed on City property during this lawsuit can be taken down. Any alleged hits to Hollywood Park's advertising revenue can be remedied later.

Hollywood Park waited two months to file the Application. If the WOW contract threatened irreparable and immediate harm, it would have moved sooner, and it would have some evidence of damages during that two-month delay. It doesn't.

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The City respectfully requests the Court deny the Application in favor a proper noticed motion.

II. BRIEF SUMMARY OF RELEVANT FACTS

A. Hollywood Park's 2015 Development Agreement

The 2015 Agreement purported to give Hollywood Park certain development rights in its near 300-acre property in Inglewood. (Benedict Decl., Ex. 1 § A.) The purpose of the agreement—as with all development agreements—is to "establish certain development rights for a period of years regardless of intervening changes in land use regulations." (*Id.*) So with some exceptions, the Agreement freezes various code regulations as to the Property so that the developer knows its land use rights before embarking on a major project. That way if land is zoned for a three-story commercial building and the developer constructs half of it, the city will not re-zone the land and leave the developer with a nonconforming building.

For that reason, the 2015 Agreement focuses on these types of building regulations. It states that "the permitted uses of the Property, the density and intensity of use, the rate, timing and sequencing of development, the maximum height . . . and design and size of proposed buildings, the parking standards, and provisions for reservation and dedication of land, shall be those set forth in . . . the City's ordinances, resolutions, codes, rules, regulations and official policies in force and effect on the Original Effective Date." (*Id.* § 7.1.) In other words, the City cannot change how a certain building or lot can be used or what its design restrictions are during the term of the agreement on the Property.

However, the 2015 Agreement does not limit what the City can do outside of the Property. The contract is not between the City and Hollywood Park, but between the City and "the owners of the Property." (*Id.* at 1.) The contract only defines "permitted uses of the Property." (*Id.*) It only allows the Landowner to transfer or assign its rights to a party acquiring an interest in "the Property." (*Id.* § 18.) And the agreement itself explicitly runs with the Property. (*Id.* § 33.) This accords with the development agreement statute, which only contemplates granting rights in connection with a property owner's real property. Cal. Gov't Code § 65865.

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B. In 2025, The City Council Concludes The WOW Contract Provides Unique Public Safety Benefits And Otherwise Furthers Important Public Interests

By its plain terms, the WOW contract seeks to build and operate a Transportation Information Network ("TIN") of digital signs exclusively on City property. (Forbes Decl., Ex. 9 at 3.) As the contract recites, the City determined that the TIN will benefit the City's residents, businesses, visitors and the general public. (*Id.* at 1.) The contract emphasizes this purpose and attendant public benefit—i.e., to "provide the City with an additional mode of community messaging that will enhance its ability to timely address and promote important civic needs, including wayfinding and traffic safety measures." (*Id.*; *see id.* (the TIN will "preserve the City's interests in traffic safety, aesthetics and control measures").)

Through the TIN network, the City will be able to communicate important messages to the public and share in the revenue generated by the kiosks. (*Id.* at 10.) The WOW contract also requires priority rates for advertising local businesses. (*Id.* at 13.)

In negotiating the WOW contract in accordance with the public's best interest, the City determined that WOW was uniquely capable of providing a state-of-the-art network of digital signs that can efficiently disseminate critical information across a large area. (*Id.* at 2 ("WOW's proprietary TIN structure and technology offers unique benefits not otherwise available to the City from any other vendor.").)

The City submitted the WOW contract for CEQA review and analysis and obtained a Mitigated Negative Declaration. It placed the WOW contract on the public agenda for a regular, public City Council meeting. The City received one comment letter, from CalTrans. (*See* Forbes Decl., Ex. 2 at 409, 442-43.) The City Council voted to approve the contract. To be clear, Hollywood Park did not show up to object to the City's approval of the WOW contract.

III. LEGAL STANDARD

A plaintiff has an extraordinary burden of proof in seeking emergency injunctive relief at the outset of a case, and without the benefit of fulsome briefing for the Court and the parties. To obtain a preliminary injunction, Plaintiffs bear the burden of demonstrating both that they are likely to succeed on the merits in the underlying litigation and that, in the absence of that relief,

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Plaintiffs will suffer irreparable harm in the absence of equitable relief. *See, e.g., O'Connell v. Superior Court*, 141 Cal. App. 4th 1452, 1463 (2006) (vacating order granting preliminary injunction). The moving party must establish all elements necessary to support issuance of a restraining order. *Id.* at 1481. "The right must be clear, the injury impending and threatened, so as to be averted only by the protective preventive process of injunction." *City of Tiburon v. Nw. Pac. R.R. Co.*, 4 Cal. App. 3d 160, 179 (1970) (citation omitted).

By seeking emergency equitable relief on an *ex parte* application, Plaintiffs have an ***even higher burden*** in seeking relief from the Court. Plaintiffs must produce evidence demonstrating that this is "the plainest and most certain of cases," in which there exists "irreparable harm" or "immediate danger." *Newsom v. Superior Court*, 51 Cal. App. 5th 1093, 1097 (2020) (citations omitted); *see also People ex rel. Allstate Ins. Co. v. Suh*, 37 Cal. App. 5th 253, 257 (2019) (same); Cal. R. Ct. 3.1202(c) (same). So while "entry of any type of injunctive relief" is "a delicate judicial power, to be exercised with great caution," that is "doubly true when granting relief on an expedited basis using an ex parte request for a temporary restraining order rather than a properly noticed preliminary injunction." *Newsom*, 51 Cal. App. 5th at 1097.

IV. ARGUMENT

A. Hollywood Park Cannot Demonstrate A Likelihood Of Success

1. The Petition Relies on a Development Agreement that Is Void as a Matter of Settled Law

Hollywood Park claims it needs emergency relief to protect its rights under its 2015 development agreement with the City. (App. at 8:11-22, 11:1-8, 11:12-16, 14:25-15:2; Benedict Decl., ¶¶ 3-5, Ex. 1.) But that agreement is void because it was admittedly adopted "as part of a voter-sponsored initiative." (Complaint ¶ 3:13.)

California law is exceedingly clear that a development agreement cannot be adopted by voter initiative. *Ctr. for Cmty. Action & Env't Just. v. City of Moreno Valley*, 26 Cal. App. 5th 689, 695 (2018) (attached hereto as **Exhibit 1**). "[T]he Legislature intended to exclusively delegate approval of development agreements to local legislative bodies and to make such approval subject to referendum, ***but not to initiative***." *Id.* (emphasis added); *see also*, *id.* at 712

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("There is clear evidence that the Legislature intended to exclusively delegate approval of development agreements to governing bodies and to preclude the right of initiative." (bold added)).

The circumstances here are the same as in *Center for Community Action*. There, like here, a city adopted an initiative to approve a development agreement. 26 Cal. App. 5th at 694. The petitioner contended that the city lacked authority under state law to adopt a development agreement by initiative, so the agreement was void. *Id.* at 694-95. The Court of Appeal agreed and held that "[t]he development agreement initiative adopted by the City is therefore invalid." *Id.* at 695.

Center for Community Action controls. The facts are substantively identical. In both cases, a city purported to adopt a development agreement via initiative. But cities have no authority to adopt a development agreement by initiative, so this was thus an ultra vires act and is void *ab initio*. *See San Diego County v. Cal. Water & Tel. Co.*, 30 Cal. 2d 817, 825 (1947) ("contracts wholly beyond the powers of a municipality are void"); *Cal. Dui Laws. Ass'n v. Cal. Dep't of Motor Vehicles*, 20 Cal. App. 5th 1247, 1264 (2018) ("[A] governmental agency that acts outside of the scope of its statutory authority acts ultra vires and the act is void.").[1]

Importantly, *Center for Community Action*—decided in 2018—applies to the 2015 Agreement even though it was decided afterward. "A judicial construction of a statute is an authoritative statement of what the statute meant before as well as after the decision of the case giving rise to that construction." *Vazquez v. Jan-Pro Franchising Int'l, Inc.*, 10 Cal. 5th 944, 951 (2021) (quoting *McClung v. Emp. Dev. Dep't,* 34 Cal. 4th 467, 474 (2004)). *Center for Community Action* interpreted the meaning of California's development agreement statute, which was enacted in 1979. *Ctr. for Cmty. Action*, 26 Cal. App. 5th 689; Cal. Gov't Code § 65864. Its holding thus applies to the 2015 Agreement. *See Woosley v. State*, 3 Cal. 4th 758, 794 (1992) ("Whenever a decision undertakes to vindicate the original meaning of an enactment, putting into

[1] Hollywood Park agrees that an ultra vires act by the City is void *ab initio*. (*See* App. at 20:9-11.)

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effect the policy intended from its inception, retroactive application is essential to accomplish that aim.").

Finally, the City cannot be forced by estoppel to take an action it had no authority to take, like adopting a resolution via initiative. "[A]s a corollary of the general rule that contracts wholly beyond the powers of a municipality are void, the California decisions have held that estoppel to deny their invalidity may not be invoked against a governmental body and, further, that estoppel may not be invoked where the procedure specified in a statute, such as the mode of contracting, is the measure of the power to act." *San Diego County*, 30 Cal. 2d at 825; *see also Torres v. City of Montebello*, 234 Cal. App. 4th 382, 399 (2015) ("[N]umerous cases hold 'estoppel may not be raised against a public entity when it would defeat the public policy of requiring adherence to statutory procedures for entering into contracts.'") (citing cases).

2. The WOW Contract Was Validly Adopted and Complies with the Municipal Code

(a) The WOW contract is not a development agreement

The petition serves up a red herring—namely, that the WOW contract is a noncompliant development agreement that purports to unlawfully constrain the City's police powers. (*See* Ex Parte at 16-17; Pet. at 10-12.) Not so.

The purpose of the WOW contract is simple, and relatively narrow. In substance and effect, it is a vendor contract providing that WOW will construct, operate and maintain the kiosks comprising the Traffic Information Network on City property for a fixed term, and requires WOW to share a portion of revenue with the City.

The WOW contract is not a statutory development agreement, notwithstanding it is erroneously titled "Development Agreement" and references the Government Code provision requiring recording of such an agreement. Settled rules of contract interpretation require the contract to be interpreted according to its ***substance and the intention of the parties***, rather than to the form or name of a contract. *See, e.g., Welk v. Fainbarg*, 255 Cal. App. 2d 269, 272-73 (1967) (it is "well established that the form and name of an instrument are not controlling, for the law looks through the form to substance and gives effect to the intention of the parties"); *see also Allen*

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v. Smith, 94 Cal. App. 4th 1270, 1279 (2002) (parties' use of a terms of art in a contract, including use of labels or titles, are not dispositive in the interpretation of that contract).

This construction—that the WOW contract is not a development agreement—comports with the parties' intentions and their conduct. The contract expressly provides that "titles and headings" within the agreement are "intended solely for convenience," and should "not be construed as an explanation, modification, or intended construction of any terms or provisions of the Agreement." (WA, at 20, § 3.m.xii.) Moreover, the parties did not record the contract under the terms of Government Code section 65868.5.

But most importantly, the most prominent indication that the WOW contract is not a development agreement is the fact that it unmistakably preserves the City's police powers and requires WOW's compliance with existing law—something a development agreement is meant to avoid.

(b) <u>The WOW contract expressly and broadly reserves the City's police powers and provides that existing law applies to WOW</u>

Reservation of police power. The WOW contract expressly reserves the City's regulatory rights and powers. The entire agreement is subject to an unequivocal reservation of rights:

> Notwithstanding anything contained in this Agreement to the contrary, the Parties specifically acknowledge that the City shall not be bound, limited or restricted in any way from exercising its general police power, including *but not limited to*, amending or modifying the City's municipal or zoning code, necessary to conduct and/or perform the municipal affairs of the City, or Applicable Requirements over which the City has no regulatory authority or control. (WA, at 8, § 2.e (italics added).)

This reservation of the City's police powers is reiterated throughout the contract. (*See, e.g.*, WA, at 2, 8, §§ 1.a, 2.d, 2.e.)

Hollywood Park attempts to dismiss and casts aspersions on this express reservation of rights—calling it "wholly illusory" because it "limits the City's future powers to actions 'necessary to conduct and/or perform the municipal affairs of the City.'" (*See* Ex Parte at 19-20; *see also* Complaint at 12 n.1.) There's nothing limiting about this. Rather, this provision describes the very essence of the police power and embraces the central function of the City government *in the broadest sense possible*. *See, e.g., Butterworth v. Boyd*, 12 Cal. 2d 140, 147

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(1938) (noting the constitutionally-enshrined, "comprehensive nature" of the police powers to conduct "municipal affairs," particularly for charter cities).[2] Indeed, the contract's express statement makes clear that the City's general exercise of its police power will not be restricted **"in any way."** It would be difficult to draft a more comprehensive and forceful reservation of those powers.

Nor are the savings provisions illusory. A contract is illusory where "a party to a contract retains the unfettered right to terminate or modify the agreement"; i.e., the party with the unfettered right has given no consideration, and the contract fails for lack of consideration. *See Asmus v. Pac. Bell*, 23 Cal. 4th 1, 15 (2000); *Perdue v. Crocker Nat'l Bank*, 38 Cal. 3d 913, 923 (1985) (contract that is "illusory" is one "lacking in consideration"); *Scottsdale Ins. Co. v. Essex Ins. Co.*, 98 Cal. App. 4th 86, 94-95 (2002) ("An agreement is illusory and there is no valid contract when one of the parities assumes no obligation). "[I]t is not necessary that each separate promise or covenant [in a contract] should have a distinct consideration"; rather, "[o]ne valid consideration supports each and all of the obligations of the contract." *Brawley v. Crosby Rsch. Found.*, 73 Cal. App. 2d 103, 118 (1946). Here, the WOW contract as a whole is supported by consideration in multiple respects—i.e., the City authorizes WOW to use public property to build and operate kiosks, which will be used to promulgate important traffic and public safety information, PSAs, and other messages, and it will receive a portion of revenue in exchange.

Preservation of existing laws. Hollywood Park argues that the WOW contract is illegal because it effectively allows WOW to "'circumvent applicable zoning laws.'" (*See* Ex Parte at 17-20.) Again, Hollywood Park ignores express provisions to the contrary. The WOW contract does *not* exempt WOW from complying with existing law; it does the opposite. It expressly provides that WOW will be subject to "Applicable Requirements" (*see* WA, at 2-9, §§ 1.a, 2.d, 2.e, 3.g, 4.d, 4.e), defined as, among other things the "City's laws, rules, and regulations

[2] The City is a charter city, which means the California Constitution specifically authorizes it to govern itself and enjoy "'exclusive privileges'" in dictating municipal affairs under the so-called "home rule doctrine." *See State Bldg. & Constr. Trades Council of Cal. v. City of Vista*, 54 Cal. 4th 547, 555-56 (2012); Cal. Const. art. XI, § 5.

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applicable to the uses and other activities contemplated herein with respect to the development, construction, operation and/or maintenance of the TIN," and "all State and/or Federal laws, regulations and requirements, including but not limited to CEQA including any and all mitigation measures/requirements of the MND." (*Id.* § 1.a.)

In short, the WOW contract *requires* it to comply with existing law. (*See also id.* at 21, § 3.m.xvi ("WOW shall comply with all laws, rules and regulations (including but not limited to all Applicable Requirements) governing its performance hereunder, and to obtain any and all licenses and permits required thereunder").)

The municipal code expressly authorizes the signs at issue. Hollywood Park argues the WOW contract violates various provisions of the municipal code relating to billboards. (*See* Ex Parte at 18-19; see also Complaint at 13, ¶¶ 43-47.) To the extent these provisions apply here, they authorize the WOW signs. Indeed, the same section upon which Hollywood Park relies—section 12-80(A)—expressly *excepts* signs installed under the conditions set forth in subsection (I), which squarely applies here. (*See* § 12-80(A) ("Billboards … are prohibited (*except as provided for in subsections (F) and (I) of this Section*)" in certain enumerated zones, including "in any public, flood control, or railroad right-of-way" (italics added)).)

Each condition of Section 12-80, subsection (I) is satisfied here: (1) Wow's contract was a "negotiated agreement as approved by the City" and "placed on a regular City Council agenda"; (2) the location of the WOW signs are "limited to a major arterial street" under the City's General Plan and not directed towards any "residential use or school site"; (3) the WOW contract establishes that the City will receive a percentage of the sign revenues; and (4) the City followed proper procedures to understand, and mitigate, the impact of the proposed signs, i.e. by contemplating the significant public benefit in contracting with WOW; barring certain, i.e., obscene, content on the signs; and completing a Mitigated Negative Declaration in compliance with CEQA. (§ 12-80(I)(1)(a)-(b).)

Thus, existing municipal laws—including the provisions Petitioners cite—expressly *authorize* the WOW signs.

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Summit Media LLC v. City of Los Angeles, 211 Cal. App. 4th 921, 938 (2012), on which Hollywood Park primarily relies, does not compel a different conclusion. There, a settlement agreement expressly *exempted* the billboard company from complying with multiple existing ordinances including regulations relating to digitizing signs. *Id.* at 924. The contract was invalid *on that basis*. *Id.* at 937 ("the cases are clear that an agreement to circumvent applicable zoning laws is invalid and unenforceable"); *id.* at 936 ("This is a case where the settlement agreement purports to exempt the real parties from a host of currently existing ordinances and regulations."); *see also Neighbors in Support of Appropriate Land Use v. County of Tuolumne,* 157 Cal. App. 4th 997, 1015 (2007) (invalidating agreement that created an "ad hoc exception" to existing zoning ordinances); *Trancas Prop. Owners Ass'n v. City of Malibu,* 138 Cal. App. 4th 172, 179 (2006) (invalidating agreement that promised the developer would not be "required to comply with zoning" restrictions).

The opposite is true here: as shown, the WOW contract expressly requires ***compliance*** with existing laws, including zoning regulations. And those laws, including Section 12-80, authorize signs contemplated by the WOW contract.

(c) <u>Even if a provision were unenforceable, the remedy would be severance not wholesale invalidity</u>

As shown, the WOW contract is in compliance with all applicable laws and expressly preserves the City's police power. But even if a provision of the contract were found to be unenforceable, the contract's severance provision mandates severing that provision and preserving the remainder.

It is axiomatic that, in interpreting contracts, courts should avoid a construction that renders a contract illegal. *See* Cal. Civ. Code § 1643 ("A contract must receive such an interpretation as will make it lawful, operative, definite, reasonable, and capable of being carried into effect, if it can be done without violating the intention of the parties."); *accord*, *People v. Parmar*, 86 Cal. App. 4th 781, 802 (2001) ("Pursuant to this rule, we will not construe a contract in a manner that will render it unlawful if it reasonably can be construed in a manner which will

uphold its validity."). An equally well-settled corollary to this rule is that courts should sever unenforceable provisions from a contract and allow the remainder to stand. *See, e.g.*, *Koenig v. Warner Unified Sch. Dist.*, 41 Cal. App. 5th 43, 55-57 (2019); *see also* Cal. Civ. Code § 1599 (if "a contract has several distinct objects, of which one at least is lawful, and one at least is unlawful, in whole or in part, the contract is void as to the latter and valid as to the rest").

In contrast to the authority on which Hollywood Park relies, here, the parties plainly intended to sever any unenforceable provision by including an unequivocal severability provision. (*See* WA, at 22, ¶ 3.m.xxi ("The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof"); *cf. Trancas Prop. Owners Ass'n*, 138 Cal. App. 4th at 183 (noting that the contract at issue there "specifically provides that its provisions are not severable); *Summit Media LLC*, 211 Cal. App. 4th at 938 (holding that the contract precluded severability given that, in the event any provision was held invalid, one party would be entitled a full refund and "restored to their original position"). The difference is meaningful.

B. Hollywood Park Offers No Grounds For Emergency Relief

An *ex parte* application "must make an affirmative factual showing in a declaration containing competent testimony based on personal knowledge of irreparable harm, immediate danger, or any other statutory basis for granting relief ex parte." Cal. R. Ct. 3.1202(c). "A trial court should deny an ex parte application absent the requisite showing." *Newsom*, 51 Cal. App. 5th at 1097.

Plaintiffs fail to identify *any* irreparable harm or immediate danger from denying the emergency relief and proceeding on a normal briefing schedule, because none exists. The allegedly offending billboards don't even have stakes in the ground. Hollywood Park's own actions and Application show that no emergency relief is warranted: Hollywood Park delayed months to seek this relief; it relies on potential harms that are months or years away; and it alleges only speculative monetary damages.

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1. Hollywood Park Delayed Months Seeking Relief

The Application claims Hollywood Park cannot wait 30 days to seek relief on a normal basis, but it waited months to bring this action in the first place. Hollywood Park knew about the WOW agreement in May. (App. at 14:21-22; Forbes Decl., ¶ 7.) It waited until July 10 to notify the city about its allegations. (App. at 14:25.) And it waited nearly two weeks after that to file the Application. Indeed, by Hollywood Park's own allegations, the City has more than two weeks left to cure its alleged breach of the 2015 Agreement. (Complaint ¶ 5.)

Hollywood Park's conduct in delaying action on this alleged breach for months demonstrates that there is no need for emergency relief. There is no reason the matter cannot be set for additional 30 days such that it can be properly briefed, heard and decided on a preliminary basis. Absent a serious emergency, no action should be taken on Petitioner's over **800-page filing** on an ex parte basis.

2. Hollywood Park Alleges Potential Harms Years in the Future

Ex parte applications and TROs are meant to protect against ***immediate*** harm, but the Application focuses on speculative harm that would only accrue years in the future. The Application claims the WOW contract "will threaten Hollywood Park's ability to bid for and book events" (App. at 20:21-22), but the only events they cite are "the 2026 FIFA World Cup, the 2027 Super Bowl, and the 2028 Olympics." (App. at 9:19.) These events are already booked—emergency relief won't change that.

In addition, the alleged damages associated with these events are purely speculative and years away. Petitioners frame their harm as follows: "will Pepsi want to be a sponsor for the Super Bowl, knowing that Coca-Cola could pay WOW to put up full-motion billboards next to Sofi Stadium?" (App. at 21:4-5.) These are not harms that will accrue in the next 30 days. Sofi is scheduled to host the Superbowl in 2027. Petitioners offer no evidence that they will suffer any meaningful harm from a normal briefing schedule.

3. Hollywood Park's Only Potential Damage Is Monetary

Hollywood Park claims it will suffer "irreparable harm without a TRO," but it only identifies speculative financial harm. (*See, e.g.,* App. at 9:15-16 ("These billboards will severely

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undercut Hollywood Park's ability to achieve sponsorship revenues from the Project . . . ."); *id*. at 20:19-20 (Constructing Billboards "will cause immediate harm to Hollywood Park's ability to garner sponsorship revenue"); *id*. at 21:10-11 ("this in turn would make hosts of future events more likely to look to other venues in Los Angeles to host their events . . .").) Speculative financial injuries do not justify emergency *ex parte* relief.

Hollywood Park also complains that the WOW agreement will "impair the ability of host committees to honor the commitments they made with the NFL, LA 28, and FIFA," and "jeopardizes the ability to provide the clean zones required by event organizers." (App. at 20:22-25.) Hollywood Park's after-the-fact commitments to third parties are not grounds for emergency relief against the City. The 2015 Agreement—*which is void anyway*—does not obligate the City to give Hollywood Park "clean zones." In fact, the very concept that the 2015 Agreement entitles Hollywood Park to effectively control a mile radius around the development borders on the absurd. Any promises Hollywood Park made to third parties is not the City's problem and does not justify enjoining the City's authority *ex parte*. In any event, the "clean zones" contemplate that advertising will ensue outside of the Hollywood Park property but imposes a financial obligation on the Olympic host committee to pay those advertisers to control that expected ad space. In short, signs like this, and many others were clearly contemplated.

C. The Requested Relief Would Harm The City And The Public

The Application claims the WOW billboards—which have barely begun construction—would pose a threat to public safety. (App. at 20:6-7.) Plaintiffs have it backwards.

Inglewood's elected representatives exercised their discretion in determining that the Traffic Information Network contemplated by the WOW contract enhances public safety and provides substantial community benefits. For instance, once constructed, the Network must allocate time for various public service announcements, including "Amber Alerts, drunk driving awareness, serious accident notifications, and emergency-disaster messaging." (Complaint Ex. 2 at 2.) It also requires priority rates for local businesses. (*Id*. at 13.) Enjoining the City from acting to enhance public safety and well-being—without even a full briefing schedule—is a drastic remedy. To do so when the consequence to be avoided is speculative financial loss primarily

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focused on events that would occur many years from now is even more unwarranted. Petitioners offer no evidence justifying this extreme action. Finally, Petitioners entirely fail to address the reality that in the event the Court ultimately agrees with their position whatever construction that occurs with respect to the kiosks can be easily reversed.

D. Hollywood Park's Claim For Emergency Relief Is Undermined By Its Failure To Raise Its Objections At The Regular, Noticed City Council Meeting

Hollywood Park's cries of imminent harm are undermined, if not wholly negated, by its failure to raise the issue with the City in the normal course or give the City reasonable time to respond. (Hollywood Park's first correspondence on the issue came by letter to the Mayor on July 9, 2025; and it filed its Petition for Writ of Mandate on July 11, 2025. (*See* Forbes Decl., ¶¶ 8-9.)

As Hollywood Park acknowledges, the WOW contract was pursued in the ordinary course: the matter was subject to CEQA requirements and placed on the City Council Meeting Public Agenda the week before it came for a vote. (*See id.* ¶¶ 5-6; *see also* Municipal Code, § 2-253 *et seq.*; Cal. Gov't Code § 54954.2(a)(1).) Hollywood Park does not identify any specific illegality in this process, it just complains it did not receive personal notice. (*See ibid.*)

And Hollywood Park admits it has been aware of the WOW contract since May 22, 2025—i.e., at least 50 days before it notified the City of any objections and before it raced to court to file its petition and this urgent request. (*See* Forbes Decl. ¶ 7.) Actions—or inaction—speaks volumes. Hollywood Park's now-urgent claim to emergency relief is belied by its failure to participate in the regular process by which interested parties are allowed to comment on agenda items in public City Council meetings, and its substantial delay in raising its objections.

V. ANY EXPEDITED DISCOVERY MUST BE MUTUAL

Hollywood Park requests leave to conduct expedited discovery. The City does not oppose expedited discovery as long as it is mutual and Respondents are permitted the same rights to conduct discovery as Petitioners.

VI. CONCLUSION

For the foregoing reasons, the City respectfully requests the Court deny the Application.

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DATED: July 22, 2025

MILLER BARONDESS, LLP

By: _____

JUSTIN EHRLICH
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INDEX OF EXHIBITS

Exhibit No.	Description	Pg. No.
1.	*Ctr. for Cmty. Action & Env't Just. v. City of Moreno Valley*, 26 Cal. App. 5th 689, 695 (2018)	22-35

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EXHIBIT 1

26 Cal.App.5th 689
Court of Appeal, Fourth District, Division 1, California.

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE, Petitioner and Appellant,
v.
CITY OF MORENO VALLEY et al., Defendants and Respondents.
HF Properties, et al., Real Parties in Interest and Respondents.
Socal Environmental Justice Alliance, Petitioner and Appellant,
v.
City of Moreno Valley et al., Defendants and Respondents.
HF Properties, et al., Real Parties in Interest and Respondents.

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Filed 8/23/2018

Synopsis

Background: Objectors petitioned for writ of mandate, challenging city's adoption of initiative to approve a development agreement. The Superior Court, Riverside County, Nos. RIC1601988MF & RIC1602094, RIC1601988MF & RIC1602243, Sharon J. Waters, J., denied petitions, and objectors appealed.

The Court of Appeal, Aaron, J., held that development agreement statute, providing that a development agreement is a "legislative act" that is "subject to referendum," exclusively delegated the approval of development agreements to the local legislative body, even though statute did not expressly state that adoption of a development agreement by initiative was barred.

Reversed.

Procedural Posture(s): On Appeal; Review of Administrative Decision.

**297 Appeals from a judgment of the Superior Court of Riverside County, Sharon J. Waters, Judge. Reversed and remanded with directions. (Riverside Super. Ct. Nos. RIC1601988MF & RIC1602094, RIC1601988MF & RIC1602243)

Attorneys and Law Firms

Earthjustice, Adriano L. Martinez and Oscar Espino-Padron for Petitioners and Appellants Center for Community Action and Environmental Justice, Center for Biological Diversity, Coalition for Clean Air, and San Bernardino Valley Audubon Society.

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Blum Collins, Steven A. Blum, Craig M. Collins, and Gary Ho for Petitioner and Appellant SoCal Environmental Justice Alliance.

Martin D. Koczanowicz, City Attorney for Defendants and Respondents the City of Moreno Valley and the City Council of the City of Moreno Valley.

Cox, Castle & Nicholson and Kenneth B. Bley for Real Parties in Interest HF Properties, Sunnymead Properties, Theodore Properties Partners, 13451 Theodore, LLC, and HL Property Partners.

AARON, J.

**298 *694 I

INTRODUCTION

In 2015, the City of Moreno Valley (the City) adopted an initiative to approve a development agreement in connection with the World Logistics Center (WLC) project. The WLC developers are known collectively as Highland Fairview (with the City, Respondents).[1] The Center for Community *695 Action and Environmental Justice and other environmental groups (Appellants)[2] petitioned for a writ of mandate, contending that adoption of a development agreement by initiative violated the development agreement statute (Gov. Code § 65864, et seq.)[3] and article II, section

12 of the California Constitution, which bars an initiative that "names or identifies any private corporation to perform any function or to have any power or duty." The trial court denied Appellants' petitions, and they appealed.

We conclude that the Legislature intended to exclusively delegate approval of development agreements to local legislative bodies and to make such approval subject to referendum, but not to initiative. The development agreement initiative adopted by the City is therefore invalid. Based on the foregoing conclusions, we need not resolve Appellants' constitutional argument. We reverse the judgment and remand with directions.

II

FACTUAL AND PROCEDURAL BACKGROUND

Highland Fairview proposed the development of the WLC project. In May 2015, the City released a final environmental impact report, which found that the WLC could have numerous impacts, including decreased air quality and increased traffic. In August 2015, the Moreno Valley City Council (City Council) adopted ordinances and resolutions approving ****299** the project, including ordinance No. 901, which approved a development agreement between the City and Highland Fairview. Appellants and other entities filed lawsuits challenging the project for failure to comply with the California Environmental Quality Act (CEQA). [4]

In November 2015, the Moreno Valley Jobs Coalition filed an initiative petition (the Moreno Valley Workforce Training Initiative), which would repeal ordinance No. 901 and approve the WLC development agreement. Highland Fairview supported and funded the initiative. The development agreement proposed in the initiative petition was substantially similar to the original one that the City Council had approved, but removed the Highland Fairview entities as named parties and replaced references to Highland ***696** Fairview with the "Property Owners" (defined as "the property owners as of the Effective Date of this agreement"). The initiative received sufficient signatures to qualify for the ballot. Once the initiative qualified for the ballot, the City Council had the option of adopting the initiative (which it called the "World Logistic[s] Center Development Agreement Initiative"), rather than submitting it to the voters, and voted to do so.

In February 2016, Appellants filed petitions for writ of mandate, challenging the City Council's adoption of the initiative. In September 2016, the trial court denied the petitions. Appellants timely appealed.

III

DISCUSSION

Appellants contend that the Legislature exclusively delegated the power to enter into development agreements to the local governing body, thus precluding adoption by initiative. We agree.

A. *Overview of applicable law*

1. *The development agreement statute*

In 1976, the California Supreme Court held that a developer that had commenced work and expended large sums on a project did "not acquire[ ] a vested right under the common law to proceed with its development absent a [building] permit." (*Avco Community Developers, Inc. v. South Coast Regional Com.* (1976) 17 Cal.3d 785, 797, 132 Cal.Rptr. 386, 553 P.2d 546 (*Avco*); *id.* at p. 791, 132 Cal.Rptr. 386, 553 P.2d 546.) The court indicated that any change in this rule "must be provided by the Legislature." (*Id.* at p. 796, 132 Cal.Rptr. 386, 553 P.2d 546.) In 1979, the Legislature enacted the development agreement statute to address the uncertainty that resulted from late vesting and its adverse impact on development. (See *Mammoth Lakes Land Acquisition, LLC v. Town of Mammoth Lakes* (2010) 191 Cal.App.4th 435, 443, 120 Cal.Rptr.3d 797 (*Mammoth Lakes*); § 65864, subds. (a)-(b) [legislative findings; see further discussion *post*].) The statute "provided a way for the municipality and developer to depart from the common law rule of vested rights." (*Mammoth Lakes*, at p. 443, 120 Cal.Rptr.3d 797.)

A development agreement "is an enforceable contract between the municipality and the developer." (*Mammoth Lakes, supra*, 191 Cal.App.4th at p. 442, 120 Cal.Rptr.3d 797.) "In essence, the statute allows a city or county to freeze zoning ****300** and other land use regulation applicable to specified property to guarantee that a developer will not be affected by changes in the standards for government approval during the period of development." (

***697** *Santa Margarita Area Residents Together v. San Luis Obispo County Bd. of Supervisors* (2000) 84 Cal.App.4th 221, 226-227, 100 Cal.Rptr.2d 740 (*SMART*); § 65866.) It also permits "municipalities to extract promises from the developers concerning financing and construction of necessary infrastructure." (*Mammoth Lakes*, at p. 443-444, 120 Cal.Rptr.3d 797.)

Section 65867.5 addresses the approval of development agreements, and states in pertinent part: "(a) A development agreement is a legislative act that shall be approved by ordinance and is subject to referendum. [¶] (b) A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan."

"[N]umerous procedural and substantive limitations attend the making and performance" of a development agreement. (*Trancas Property Owners Assn. v. City of Malibu* (2006) 138 Cal.App.4th 172, 182, 41 Cal.Rptr.3d 200.) [5]

2. *Initiative and referendum in California*

"The Constitution 'speaks of the initiative and referendum, not as a right granted the people, but as a power reserved by them.' [Citation.] ... [C]ourts have consistently declared it their duty to ' "jealously guard" ' and liberally construe the right so that it ' "be not improperly annulled." ' [Citations.] Moreover, when weighing the tradeoffs associated with the initiative power, we have acknowledged the obligation to resolve doubts in favor of the exercise of the right whenever possible." (*California Cannabis Coalition v. City of Upland* (2017) 3 Cal.5th 924, 934, 222 Cal.Rptr.3d 210, 401 P.3d 49 (*Upland*).)

There is a "basic presumption in favor of the electorate's power of initiative and referendum." (*DeVita v. County of Napa* (1995) 9 Cal.4th 763, 786, 38 Cal.Rptr.2d 699, 889 P.2d 1019 (*DeVita*); *id.* at p. 787, fn. 9, 38 Cal.Rptr.2d 699, 889 P.2d 1019 ["any legislative act may be enacted by initiative and may be subject to referendum"].) However, "[t]he presumption in favor of the right of initiative is ***698** rebuttable upon a definite indication that the Legislature, as part of the exercise of its power to preempt all local legislation in matters of statewide concern, has intended to restrict that right." (*Id.* at p. 775, 38 Cal.Rptr.2d 699, 889 P.2d 1019; *Upland, supra*, 3 Cal.5th at p. 946, 222 Cal.Rptr.3d 210, 401 P.3d 49 ["[T]he best way to implement our oft-repeated references to the importance of the initiative is to avoid presuming that ****301** a provision constrains that power without a clear statement or equivalent evidence that such was the provision's intended purpose."].)

In *Committee of Seven Thousand v. Superior Court* (1988) 45 Cal.3d 491, 247 Cal.Rptr. 362, 754 P.2d 708 (*COST*), the California Supreme Court recognized that "[i]n some cases," the Legislature intended "to delegate the exercise of [legislative] authority exclusively to the governing body, thereby precluding initiative and referendum." (*DeVita, supra*, 9 Cal.4th at p. 776, 38 Cal.Rptr.2d 699, 889 P.2d 1019 [describing holding in *COST*].) The Court "set forth certain guidelines for determining when the legislative intent to exclusively delegate authority to the local governing bodies is present." (*DeVita*, at p. 776, 38 Cal.Rptr.2d 699, 889 P.2d 1019.) It considered the statutory language (focusing there on the identification of the local governmental entity); whether the subject at issue was a matter of "statewide concern" or a "municipal affair"; and other indications of legislative intent, including another statutory provision and the legislative history. (*COST*, at pp. 501, 507-509, 247 Cal.Rptr. 362, 754 P.2d 708; see *DeVita*, at p. 776, 38 Cal.Rptr.2d 699, 889 P.2d 1019.)

3. *Statutory interpretation principles*

" ' "Where, as here, the facts are undisputed and the issue involves statutory interpretation, we exercise our independent judgment and review the matter de novo." ' " (*San Bruno Committee for Economic Justice v. City of San Bruno* (2017) 15 Cal.App.5th 524, 529, 223 Cal.Rptr.3d 250.) "Our primary task in interpreting a statute is to determine the Legislature's intent, giving effect to the law's purpose. [Citation.] We consider first the words of a statute, as the most reliable indicator of legislative intent. [Citation.] ' " 'Words must be construed in context, and statutes must be harmonized, both internally and with each other, to the extent possible.' [Citation.] Interpretations that lead to absurd results or render words surplusage are to be avoided. [Citation.]" [Citation.]' " (*Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal.4th 1029, 1037, 175 Cal.Rptr.3d 601, 330 P.3d 912.)

"If the statutory language permits more than one reasonable interpretation, courts may consider other aids, such as the statute's purpose, legislative history, and public policy." (*Coalition of Concerned Communities, Inc. v. City*

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cf Los Angeles (2004) 34 Cal.4th 733, 737, 21 Cal.Rptr.3d 676, 101 P.3d 563.) "Interpretation of the statute should be consistent with the purpose of the statute and statutory framework." (***699** *Fireman's Fund Ins. Co. v. Workers' Comp. Appeals Bd.* (2010) 189 Cal.App.4th 101, 110, 116 Cal.Rptr.3d 658.) "Even if the statutory language is clear, a court is not prohibited from considering legislative history in determining whether the literal meaning is consistent with the purpose of the statute." (*Ibid.*) [6]

B. *The Legislature intended to exclusively delegate approval cf development agreements to governing bodies*

1. *Statutory language*

a. *Meaning cf the phrase "subject to referendum"*

Appellants argue that the phrase "subject to referendum" in section 65867.5, subdivision (a), reflects legislative intent to ****302** preclude the power of initiative to adopt development agreements. Respondents contend that we do not know the Legislature's reasons for including only the term referendum, and cannot infer that by referring only to referendum, the Legislature intended to preclude initiative.

Appellants' proposed interpretation is more reasonable. The Legislature stated that a development agreement is a "legislative act" that is "subject to referendum." Absent legislative intent to the contrary, it is presumed that a legislative act is subject to both initiative and referendum. (See *DeVita, supra*, 9 Cal.4th at p. 786, 38 Cal.Rptr.2d 699, 889 P.2d 1019; see *id.* at p. 776, 38 Cal.Rptr.2d 699, 889 P.2d 1019 [noting "general dichotomy between a governing body's legislative acts, which are subject to initiative and referendum, and its administrative or executive acts, which are not."].) However, the Legislature specified that a development agreement is "subject to referendum," while omitting "initiative"; there must be some reason it did so. (See *Kulshrestha v. First Union Commercial Corp.* (2004) 33 Cal.4th 601, 611, 15 Cal.Rptr.3d 793, 93 P.3d 386 ["We assume each term [in a statute] has meaning and appears for a reason."].) An intent to preclude initiative, and instead, to delegate approval decisions to local governing bodies (subject to referendum), is a plausible basis for the omission. This interpretation is supported by the principle of *expressio unius est exclusio alterius*, which means that "the expression of certain things in a statute necessarily involves exclusion of other things not expressed...." (*Dyna-Med, Inc. v. Fair Employment & Housing Com.* (1987) 43 Cal.3d 1379, 1391, fn. 13, 241 Cal.Rptr. 67, 743 P.2d 1323.) The presumption in favor of initiative provides "some reason to conclude" that the inclusion of the reference to referendum and the concomitant ***700** omission of any reference to initiative in the development agreement statute is "the product of intentional design," and thus, meaningful. (*Howard Jarvis Taxpayers Assn. v. Padilla* (2016) 62 Cal.4th 486, 514, 196 Cal.Rptr.3d 732, 363 P.3d 628.)

We recognize that the Legislature did not expressly state that adoption of a development agreement by initiative was barred, but that is not required; rather, "equivalent evidence" of intent is sufficient. (*Upland, supra*, 3 Cal.5th at p. 946; see *COST, supra*, 45 Cal.3d at p. 509, 247 Cal.Rptr. 362, 754 P.2d 708 [relying on the "language, subject matter, and history" of the transportation statute at issue to conclude that the Legislature intended exclusive delegation and the initiative conflicted with the statute].) The Legislature's designation of a development agreement as a legislative act, coupled with its decision to reference only referendum, provides textual support for a limitation on initiative that we cannot ignore.

Meldrim v. Board cf Supervisors (1976) 57 Cal.App.3d 341, 127 Cal.Rptr. 52 (*Meldrim*) and *Jahr v. Casebeer* (1999) 70 Cal.App.4th 1250, 83 Cal.Rptr.2d 172 (*Jahr*) are instructive. Both cases addressed an amendment to the California Constitution, proposed by the Legislature and approved by the voters, that moved county supervisor compensation decisions from the Legislature to the county governing bodies. (*Meldrim*, at pp. 343-344, 127 Cal.Rptr. 52.) The amendment stated, in part, that "each governing body shall prescribe by ordinance the compensation of its members, but the ordinance prescribing such compensation shall be subject to referendum." (Cal. Const., art. XI, § 1, subd. (b).) [7] *Meldrim* held that an initiative setting ****303** county supervisor compensation violated this provision. (*Meldrim*, at pp. 343-344, 127 Cal.Rptr. 52 [explaining that the language was "clear" and "the voters ... specifically gave [the power to set supervisor salaries] to the governing bodies themselves, subject to referendum."].) *Jahr* likewise held that an initiative to revise supervisor compensation was unconstitutional, citing *Meldrim* with approval. (*Jahr*, at pp. 1252, 1254, 83 Cal.Rptr.2d 172; see *id.* at p. 1254, 83 Cal.Rptr.2d 172 ["[T]he language could not be clearer that article XI, section 1(b) authorizes voters to challenge county supervisors' salaries by *referendum*."].) [8]

Respondents contend that *Meldrim* and *Jahr* are distinguishable, stating that those decisions (together with *Voters for Responsible Retirement v. Board of Supervisors* (1994) 8 Cal.4th 765, 777, 35 Cal.Rptr.2d 814, 884 P.2d 645 (*VFRR*), discussed *post*) merely confirm that "the right of initiative and ***701** referendum ... can be narrowed or prohibited altogether by the people themselves where the legislative history—there a constitutional, rather than statutory, enactment—makes it clear that only the referendum is to be allowed," and thus implying that the decisions in those cases turned on the fact that article XI, section 1(b), was voter-approved. Respondents also argue that, in *Jahr*, it was the reference to the " 'members' of the 'governing body' that so clearly expressed the people's intent" to exclusively delegate matters of supervisors' compensation to the supervisors themselves, and there is no comparable reference here. We disagree. First, similar interpretative principles apply to constitutional and statutory enactments, whether enacted by voters or the Legislature. (See *Richmond v. Shasta Community Services Dist.* (2004) 32 Cal.4th 409, 418, 9 Cal.Rptr.3d 121, 83 P.3d 518 [" 'The principles of constitutional interpretation are similar to those governing statutory construction.' [Citation.] The aim ... is to determine and effectuate the intent of those who enacted the constitutional provision at issue."]; *People v. Rizo* (2000) 22 Cal.4th 681, 685, 94 Cal.Rptr.2d 375, 996 P.2d 27 ["In interpreting a voter initiative ..., we apply the same principles that govern statutory construction."].)[9] Second, while *Jahr* noted that it did not "make sense to read the term 'governing body' to include 'voters,' " citing the phrase "its members," (*Jahr, supra*, 70 Cal.App.4th at p. 1255, 83 Cal.Rptr.2d 172), the court relied in the first instance on the clear language providing only for referendum. (*Id.* at p. 1254, 83 Cal.Rptr.2d 172.) We address the governing body language in the development agreement statute, *post*.

We also reject Respondents' reliance on *VFRR*, which focused in part on whether a different provision of article XI, section 1(b), which governs compensation of county employees and contains no reference to challenging such compensation by referendum, precluded a referendum on county employee compensation. (****304** *VFRR*, *supra*, 8 Cal.4th at p. 771, 35 Cal.Rptr.2d 814, 884 P.2d 645; art. XI, § 1(b) ["[t]he governing body shall provide for the number, compensation, tenure, and appointment of employees"].) Pertinent here, the county and its amici curiae argued that the referendum language in the supervisor provision (i.e., the amendment) implied that referendum was unavailable as to employees. Amici curiae appeared to reason that if all compensation decisions were already subject to referendum (such that referendums on employee compensation could be presumed), it would not have been necessary to include language on referendums for supervisors, and that such language would be surplusage. (*VFRR*, at pp. 771-772, 35 Cal.Rptr.2d 814, 884 P.2d 645.)

***702** The California Supreme Court disagreed, concluding that article XI, section 1(b), did not restrict the right of referendum on county employee compensation decisions. (*VFRR*, *supra*, 8 Cal.4th at p. 776, 35 Cal.Rptr.2d 814, 884 P.2d 645.) In reaching this conclusion, the Supreme Court suggested reasons why the referendum language pertaining to supervisors' compensation may have been included in article XI, section 1(b), including that the Legislature may have "wish[ed] to emphasize ... that the supervisors' salaries were subject to referendum" (given that they previously had been set by the Legislature) and to "give the referendum over supervisors' salaries an independent constitutional basis." (*VFRR*, at p. 773, 35 Cal.Rptr.2d 814, 884 P.2d 645.) The Supreme Court determined that "[t]he most credible inference ... is that neither the legislative drafters nor the electorate gave any consideration" to whether the voters had referendum power over salaries for "county employees other than [the] supervisors." (*Id.* at p. 774, 35 Cal.Rptr.2d 814, 884 P.2d 645.)

Respondents contend that there is similarly no evidence that the Legislature "gave any consideration" to whether development agreements could be adopted by initiative. But here, as with the supervisor provision, there *is* a reference to referendum from which meaning can be gleaned. (See *Jahr, supra*, 70 Cal.App.4th at p. 1257, 83 Cal.Rptr.2d 172 ["The portion of article XI, section 1(b) at issue here expressly refers to the referendum power, and therefore escapes the claim of ambiguity raised in [Voters]."].) Further, the Supreme Court's proposed reasons for the inclusion of referendum there does not impact our analysis here. The Supreme Court was focused on whether employee compensation was subject to referendum, not whether either determination could be accomplished through initiative. (*Chevron U.S.A., Inc. v. Workers' Comp. Appeals Bd.* (1999) 19 Cal.4th 1182, 1195, 81 Cal.Rptr.2d 521, 969 P.2d 613 ["An opinion is not authority for propositions not considered."].) If anything, the Supreme Court's reasoning would support a restriction on initiatives for supervisor pay, and thus, would provide support for Appellants' position. It would be odd to emphasize only referendum, if initiative (and the power to actually set supervisor pay) were also available.

Respondents' other arguments are also unpersuasive. They contend that the right of initiative is broader than that of referendum, citing *Rossi v. Brown* (1995) 9 Cal.4th 688, 698, 38 Cal.Rptr.2d 363, 889 P.2d 557 (*Rossi*) (noting limits on referendum, including not applying to "urgency statutes" or tax levies). Respondents do not elaborate on this point, but seem to be suggesting that the Legislature was merely emphasizing the availability of referendum in the development agreement statute, and not excluding initiative. We are ****305** not persuaded.[10] Respondents also cite section 65301.5, which provides that adoption or amendment of a general plan is a legislative ***703** act subject to legislative review. They argue that under Appellants' interpretation, the absence of a reference to initiative in that statute would mean that initiative was unavailable for general plans, and this is not the law. However, section 65301.5 is silent as to *both* initiative and referendum, and thus presumptively permits both. (Voters, *supra*, 8 Cal.4th at p. 777, 35 Cal.Rptr.2d 814, 884 P.2d 645.)

b. *Significance of the phrase "legislative body"*

The reference to "legislative body" in section 65867.5, subdivision (b), of the development agreement statute also supports our conclusion that the Legislature intended to exclusively delegate the approval of development agreements to the local legislative body.

"[W]hile [references to action by a local legislative body] are generally not conclusive as to legislative intent, they do support an inference that the intent was to preclude action by initiative or referendum.... [T]he strength of the inference varies according to the precise language used in the statute, a reference using generic language such as 'governing body' or 'legislative body' supporting a weaker inference than a specific reference to boards of supervisors and city councils." (*COST, supra*, 45 Cal.3d at p. 501, 247 Cal.Rptr. 362, 754 P.2d 708.) Thus, the reference to "legislative body" in section 65867.5, subdivision (b) provides support for exclusive delegation.

2. *Statewide concern*

In Seven Thousand, the California Supreme Court held that "an intent to exclude ballot measures is more readily inferred if the statute addresses a matter of statewide concern rather than a purely municipal affair." (*COST, supra*, 45 Cal.3d at p. 501, 247 Cal.Rptr. 362, 754 P.2d 708.) We conclude that the development agreement statutory scheme is of statewide concern.

We do not "automatically infer that a statutory scheme restricts the power of initiative or referendum merely because some elements of statewide concern are present." (*DeVita, supra*, 9 Cal.4th at pp. 780-781, 38 Cal.Rptr.2d 699, 889 P.2d 1019.) Rather, we "inquire concretely into the nature of the state's regulatory interests to determine if they are fundamentally incompatible with the exercise of the right of initiative or referendum, or otherwise reveal a legislative intent to exclusively delegate authority to the local governing body." (*Id.* at 781, 38 Cal.Rptr.2d 699, 889 P.2d 1019; see *id.* at p. 780, 38 Cal.Rptr.2d 699, 889 P.2d 1019 [Legislature's authority to restrict initiative or referendum "generally derives from its partial preemption of local government authority pursuant to the fulfillment of a state mandate or objective"].)

***704** The development agreement statute was enacted to address a statewide impediment to land use development; namely, "[t]he lack of certainty in the approval of development projects" that resulted from the late vesting rule. (§ 65864, subd. (a); see Assem. Com. on Resources, Land Use, and Energy, Analysis of Assem. Bill No. 853 (1979-1980 Reg. Sess.) as amended May 10, 1979 ["the Governor's Housing Task ****306** Force has ... recognized the 'development rights' problem as an impediment to housing construction in California."]; Dept. of Real Estate., Enrolled Bill Rep. on Assem. Bill No. 853 (1979-1980 Reg. Sess.) as amended Aug. 24, 1979 ["This bill would improve the process of development throughout the state."].)

The statute provided a solution to the problem by authorizing government assurances to developers that an approved project could proceed under current conditions. (§ 65866.) The Legislature found that these assurances would, among other things, "encourage private participation in comprehensive planning...." (§ 65864, subd. (b).) It also found that agreements could "include provisions ... whereby applicants are reimbursed ... for financing public facilities." (§ 65864, subd. (c); see *Mammoth Lakes, supra*, 191 Cal.App.4th at p. 443, 120 Cal.Rptr.3d 797 ["The Legislature recognized that ... development agreements would provide benefits for both municipality and developer."].) The state's interest is not limited to promoting development through mutually beneficial development agreements, but rather, extends to how such agreements are implemented. Development

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agreements are a creature of statute, and the various statutory requirements ensure that its goals are met. (Cf. *VFRR, supra*, 8 Cal.4th at p. 781, 35 Cal.Rptr.2d 814, 884 P.2d 645 [" 'salaries of local employees ... constitute municipal affairs,' " but " 'the process by which salaries are fixed is obviously a matter of statewide concern' "].) [11]

Respondents first contend that development agreements, like other land use decisions, are matters of local concern. We recognize that general plan amendments and zoning ordinances are local matters. (*DeVita, supra*, 9 Cal.4th at p. 774, 38 Cal.Rptr.2d 699, 889 P.2d 1019.) This is consistent with the authority for such decisions, which derives from a local government's "inherent police power, not from the ***705** delegation of authority by the state." (*Id.* at p. 782, 38 Cal.Rptr.2d 699, 889 P.2d 1019.) Planning and zoning laws are intended to provide minimal control, without changing the municipal nature of these decisions. [12] In contrast, the authority to ****307** enter into a development agreement derives from statute, and the statute is intended to address the statewide problem of uncertainty for developers resulting from late vesting, as discussed *ante*. (See *DeVita*, at p. 781, 38 Cal.Rptr.2d 699, 889 P.2d 1019 ["In some cases, exclusive delegation has been inferred as a means of promoting a particular regional project or intergovernmental relationship."]; cf. *id* at pp. 781-782, 38 Cal.Rptr.2d 699, 889 P.2d 1019 ["The amendment of a general plan, in contrast, is an act of formulating basic land use policy...."].)

Second, Respondents argue that the Legislature exempted charter cities from the development agreement statute, which would reflect that development agreements are not a matter of statewide concern. The California Supreme Court has observed that "courts have never declared a matter to be of statewide concern despite an express legislative declaration that charter cities were not to be covered by the law in question." (*DeVita, supra*, 9 Cal. 4th at 783-784, 38 Cal.Rptr.2d 699, 889 P.2d 1019, italics omitted.) Respondents contend that the development agreement statute is in article 2.5 of chapter 4 of the Planning and Zoning Law (§ 65000 et seq.), and that section 65803 makes chapter 4 inapplicable to charter cities. (See § 65803 ["Except as otherwise provided, this chapter [4] shall not apply to a charter city, except to the extent that the same may be adopted by charter or ordinance of the city."].)

We are not persuaded. Even if one might infer that the placement of the development agreement statute in chapter 4 means that the Legislature intended to preclude its application to charter cities, there is no express legislative declaration to that effect. (See *Smith v. Doe* (2003) 538 U.S. 84, 94, 123 S.Ct. 1140, 155 L.Ed.2d 164 ["manner of ... codification" is probative of legislative intent, but not dispositive].) Moreover, it is not clear that charter cities would be able to enter into development agreements outside the statutory scheme, meaning that the statute could apply to them as a practical matter. But we need not resolve that issue. [13] It is sufficient to conclude that ***706** development agreements implicate statewide concerns and that the statutory language regarding charter cities does not conclusively establish otherwise.

Third, Respondents contend that there is no reason to believe that the Legislature would have allowed referendum if it considered development agreements to be of statewide concern. But there may be circumstances where the Legislature finds it appropriate to limit only initiative, or referendum, but not both. (See *Jahr, supra*, 70 Cal.App.4th at p. 1259, 83 Cal.Rptr.2d 172 [rejecting "suggestion the initiative power is corollary to the referendum power in all circumstances"]; *Meldrim, supra*, 57 Cal.App.3d at p. 344, 127 Cal.Rptr. 52 [Legislature, in proposing constitutional provision regarding county supervisor salaries, may have viewed inflexibility of initiative process "to be contrary to the public ****308** welfare"]; *Rossi, supra*, 9 Cal.4th at pp. 693, 704, 38 Cal.Rptr.2d 363, 889 P.2d 557 [prohibition on tax referenda did not preclude initiative to repeal a tax ordinance, explaining in part that "the potential for disruption of local government services by qualification of a referendum petition on a newly enacted tax measure is not present in the procedures leading to possible passage of an initiative which prospectively repeals an existing tax."]; see also *Newsom v. Board of Supervisors* (1928) 205 Cal. 262, 271, 274, 270 P. 676 (*Newsom*) [determining that toll bridge franchise could not be granted by initiative, but stating "it is not to be inferred" that the grant of a toll-bridge franchise "might not be ... subject" to referendum, and expressing no opinion on the question].) We see no reason why the Legislature would be unable to exclusively delegate authority that limits only one of these powers, in appropriate circumstances. [14]

Finally, Respondents make related arguments, contending that, without voter ability to adopt development agreements by initiative, there will be the "same uncertainties" that the Legislature tried to prevent and voters will be unable "to decide the fate of their community." We disagree. The statute provides a way to resolve these uncertainties, through local government approval. And voters retain their

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voice by participating in public hearings on agreements under consideration, voting in referendums on approved agreements, and voting in local government elections. (§§ 65867 [public hearing ***707** and notice of intention is required for adoption]; 65868 [notice of intention to amend is required]; 65867.5 [approval subject to referendum]; see *Jahr, supra*, 70 Cal.App.4th at p. 1255, 83 Cal.Rptr.2d 172 [Court of Appeal was "reluctant to imply the right of initiative," given plain language on supervisor pay, "where article XI, section 1(b) adequately protects citizens' interests"; explaining that " '[t]he referendum is a powerful check on the power of the board of supervisors....' We also note that voters are free to express their displeasure with individual supervisors at the ballot box."].)

3. *Statutory scheme*

Appellants contend that the initiative process is inconsistent with "the fundamental concept of a development agreement as a negotiated contract" and would leave no way to ensure compliance with statutory requirements. We agree.

First, the development agreement statute contemplates negotiation between a local government and developer. It states that any city or county "may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property...." (§ 65865, subd. (a).) As discussed *ante*, the purpose of the statute is to encourage development by securing assurance for the developer and benefits for the municipality. (§ 65864; *Mammoth Lakes, supra*, 191 Cal.App.4th at p. 443, 120 Cal.Rptr.3d 797; *SMART*, *supra*, 84 Cal.App.4th at p. 231, 100 Cal.Rptr.2d 740.) Although the statute does not expressly require negotiation, it does contemplate party agreement on these matters. (Cf. ****309** *Rankin v. West American Ins. Co.* (1978) 84 Cal.App.3d 829, 834-835, 149 Cal.Rptr. 57 [insurance statute "require[d] 'an agreement' " to delete uninsured motorist coverage; explaining that "[t]he word 'Agreement' implies a meeting of the minds of two or more identifiable parties"].) In turn, there must be a way for the parties to identify mutually acceptable terms, and this process typically is accomplished through negotiation. (See, e.g., *SMART*, at p. 225, 100 Cal.Rptr.2d 740 ["[a]fter lengthy negotiations and a public hearing, the [c]ounty enacted an ordinance authorizing it to enter into the development agreement"]; *id.* at p. 231, 100 Cal.Rptr.2d 740 [agreement "represent[ed] the resolution of a protracted dispute and balances the interests of all concerned parties"].) [15]

The initiative process does not contemplate negotiation, and cannot be changed before adoption, making it incompatible with the development agreement statute. If an initiative petition is signed by the requisite percentage of voters, "the legislative body shall do one of the following: [¶] (a) ***708** Adopt the ordinance, without alteration.... [¶] (b) Submit the ordinance, without alteration, to the voters.... [¶] (c) Order a report [regarding the effect of the initiative].... When the report is presented to the legislative body, the legislative body shall either adopt the ordinance ... or order an election pursuant to subdivision (b)." (Elec. Code §§ 9215 [city]; see 9118 [county].) (See *Amador Valley Joint Union High Sch. Dist. v. State Bd. of Equalization* (1978) 22 Cal.3d 208, 228, 149 Cal.Rptr. 239, 583 P.2d 1281 [" '[T]he initiative is in essence a legislative battering ram which may be used to tear through the exasperating tangle of the traditional legislative procedure and strike directly toward the desired end.... It is deficient as a means of legislation in that it permits very little balancing of interests or compromise, but it was designed primarily for use in situations where the ordinary machinery of legislation had utterly failed in this respect.' " (italics omitted)].)

By way of contrast, the initiative process is consistent with planning and zoning changes, which do not require negotiation, and those changes generally are subject to initiative. (*DeVita, supra*, 9 Cal.4th at pp. 770-771, 774, 38 Cal.Rptr.2d 699, 889 P.2d 1019.) The governing body takes action after public hearings (*Beck Development Co. v. Southern Pacific Transportation Co.* (1996) 44 Cal.App.4th 1160, 1195-1196, 52 Cal.Rptr.2d 518), or the public takes action through the initiative. Although stakeholders like developers may participate, the purpose is not to reach a binding agreement with them, and there is thus no implied need for negotiation.

Respondents argue that the agreement here was negotiated, and also that "the negotiation process effectively goes on during the initiative process." We recognize that the agreement here is substantively similar to the version that was negotiated by Respondents, but nothing in the initiative process would require such negotiation. As for Respondents' claim that negotiation occurs during that process, they suggest that voters have the ability to give or withhold support for a development agreement initiative. This is not negotiation in any meaningful sense. Respondents also contend that because the agreement at issue was negotiated, a ruling that development agreements must be negotiated would be an improper advisory ****310** opinion. We make no such ruling.

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Rather, we examine the role of negotiation in determining whether the statute precludes approval by initiative—the issue that is squarely before us.

Second, Appellants contend that a development agreement adopted by initiative cannot ensure municipal compliance with the statutory provisions, including "ongoing monitoring and, where necessary, modification or termination of a development agreement." These concerns are well founded. The development agreement statutory scheme is integral to its purpose and effective operation. A development agreement involves commitments by a ***709** government and developer, with respect to a particular project. (See Santa Margarita,, *supra*, 84 Cal.App.4th 221, 230, 100 Cal.Rptr.2d 740 [development agreement statute is "limited to actual projects"].) The statutory requirements ensure that agreements contain certain terms; that developer commitments are being met (and that, if they are not, the agreement can be terminated); and that the parties generally have a say in amendment. (See §§ 65865.2 [required terms], 65865.1 [at least annual review for good faith compliance, with termination or modification possible for noncompliance], 65868 [amendment or cancellation "by mutual consent"].) If development agreements could be adopted by initiative, developers could obtain vested rights, without fulfilling the corresponding commitments envisioned by the statute. [16]

Respondents note that the development agreement in this case includes review and termination provisions, and argue that if a development agreement conflicted with the statute, it would be invalid. But voluntary inclusion of those terms here does not mean that an initiative-adopted development agreement is required to include them. *Lesher Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal.3d 531, 277 Cal.Rptr. 1, 802 P.2d 317, cited by Respondents, does not establish otherwise. There, the California Supreme Court held that a zoning ordinance that conflicted with the general plan was void. (*Id.* at p. 544, 277 Cal.Rptr. 1, 802 P.2d 317; see § 65860 [zoning "must be consistent with the general plan"].) But planning and zoning changes adopted by initiative are not required to comply with all applicable requirements. (*Citizens for Planning Responsibly v. County of San Luis Obispo* (2009) 176 Cal.App.4th 357, 375, 97 Cal.Rptr.3d 636 ["Statutory procedural requirements governing the adoption and amendment of zoning ordinances and general plans generally do not apply to initiatives."].) Even if a development agreement adopted by initiative would be void for ****311** failure to comply with the general plan, it does not necessarily follow that failure to include review and termination provisions would also render it void.

***710** 4. *Legislative history*

The legislative history of the development agreement statute is consistent with an intent to exclusively delegate the adoption of development agreements to local governing bodies and to render them subject to referendum, but not initiative.

a. *Enactment of the development agreement statute*

The development agreement statute was enacted by Assembly Bill No. 853 (Reg. Sess. 1979-1980). The original version of section 65867.5 stated that a "development agreement shall be approved by ordinance." (Assem. Bill No. 853 (1979-1980 Reg. Sess.) as introduced Mar. 12, 1979.) The text was modified before passage to state that a "development agreement is a legislative act which shall be approved by ordinance and is subject to referendum." (Stats. 1979, ch. 934, § 1.) This modification suggests that the addition of only referendum—and the omission of initiative—was intentional. Further, multiple documents in the legislative history note that a development agreement would be subject to referendum, while remaining silent as to initiative. (Cf. *Jahr, supra*, 70 Cal.App.4th at p. 1256, 83 Cal.Rptr.2d 172 [noting in part that ballot materials "use[d] the term 'referendum' five times, but [did] not mention the term 'initiative' "].)

Appellants also direct us to (i) a letter from the County Supervisors Association of California to the sponsoring assemblyman, requesting that development agreements be subject to referendum, and (ii) and a letter from the League of California Cities to the governor, indicating that the bill incorporated amendments responding to their concerns (together with an excerpt from a document by the League of California Cities, noting that "[m]any city officials feared that the development agreement concept would lead to irresponsible decisions...."). We recognize that letters may be of limited relevance in assessing legislative history, but these materials do suggest that "subject to referendum" was included to resolve a particular concern, not simply to emphasize that referendum was available. [17]

***711** b. *Recent legislative history*

We separately address recent legislation cited by Respondents, Assembly Bill No. 890, which passed the Legislature in 2017, but was vetoed by the governor. (Assem. Bill No. 890 (2017-2018 Reg. Sess.); **312 Assembly Bill No. 890.) Respondents contend that the bill sought to add a provision "prohibit[ing] the adoption of a development agreement through the initiative process" and is thus "evidence that the action was allowed." As an initial matter, we reject Appellants' assertion that this legislation has no bearing on legislative intent. (*Freedom Newspapers, Inc. v. Orange County Employees Retirement System* (1993) 6 Cal.4th 821, 832, 25 Cal.Rptr.2d 148, 863 P.2d 218 ["The Legislature's adoption of subsequent, amending legislation that is ultimately vetoed may be considered as evidence of the Legislature's understanding of the unamended, existing statute."].) However, we disagree that this bill reflects that development agreements may be adopted by initiative.

The bill indicates that the Legislature was concerned with preventing avoidance of "enforceable environmental review...." (Assem. Bill No. 890.) It stated, in part, that "[i]t is the intent of the Legislature to clarify that development agreements, which are negotiated contractual agreements between a legislative body and an individual or entity, are unsuitable for the initiative process." (*Ibid.*) It also stated, "[t]his act addresses a matter of statewide concern and therefore shall apply equally to all cities and counties, including charter cities." (*Ibid.*) The bill proposed certain changes to general plan, specific plan, and zoning ordinance adoption and approval. It also proposed to add a new subdivision (b) to section 65867.5, stating: "A development agreement cannot be approved or amended by an ordinance adopted through the initiative process. This subdivision shall apply to a charter city." (Assem. Bill No. 890.)

Respondents imply that the proposed addition to section 65867.5 was a change in law, which would reflect that initiative is permitted under the existing statute. But, significantly, the Legislature expressly stated that it was "clarify[ing]" that development agreements, which are "negotiated contractual agreements," are "unsuitable" for initiatives. The Legislature's use of the term "clarify" is meaningful. (See *City of Redlands v. Sorensen* (1985) 176 Cal.App.3d 202, 211, 221 Cal.Rptr. 728 ["the enactment of ... an amendment to a statute for the purpose of clarifying preexisting law or making express the original legislative intent is not considered a change in *712 the law; ... it simply states the law as it was all the time"]; see also *Lone Star Security & Video, Inc. v. Bureau of Security & Investigative Services* (2009) 176 Cal.App.4th 1249, 1256, 98 Cal.Rptr.3d 559 [declaration by Legislature that amendment is declaratory of existing law is not binding on a court, but is "a factor entitled to due consideration," citing *McClung v. Employment Development Dept.* (2004) 34 Cal.4th 467, 20 Cal.Rptr.3d 428, 99 P.3d 1015].) Here, the Legislature's reference to "negotiated contractual agreements" suggests that it is the inherently contractual nature of development agreements that renders them unsuitable for the initiative process. Thus, read in context and in light of the statutory scheme, the only reasonable interpretation of "clarify" is that the amendment barring approval by initiative was a clarification of the law, not a change to it.

The concern regarding development agreements being unsuitable for the initiative process would apply equally to charter cities (suggesting a reason for the express reference to them in proposed § 65867.5, subd. (b), and supporting the view that they were already subject to the statute). Finally, we do not view the bill's statement about its subject matter being of statewide concern as implying that the underlying matters were necessarily previously of local concern only.

**313 Thus, to the extent that this legislation is relevant, it further reflects that the Legislature intended to preclude adoption of development agreements by initiative, and supports our conclusion that the Legislature intended to exclusively delegate to local legislative bodies the authority to approve development agreements.

C. *Conclusion*

We are sensitive to our duty to guard the right of initiative, and to resolve doubts in its favor. However, we are also required to ascertain the intent of the Legislature. There is clear evidence that the Legislature intended to exclusively delegate approval of development agreements to governing bodies and to preclude the right of initiative. We conclude that the trial court erred by denying Appellants' petitions.

IV

DISPOSITION

The judgment is reversed. The trial court is directed to grant Appellants' petitions and to issue a writ of mandate directing the City Council for the City of Moreno Valley to set aside its adoption of the World Logistic Center *713 development

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agreement initiative. Appellants are awarded their costs on appeal.

HUFFMAN, Acting P. J.

All Citations

26 Cal.App.5th 689, 237 Cal.Rptr.3d 296, 18 Cal. Daily Op. Serv. 8650, 2018 Daily Journal D.A.R. 8560

Footnotes

1 The individual entities are HF Properties, Sunnymead Properties, Theodore Properties Partners, 13451 Theodore, LLC, and HL Property Partners.

2 The other appellants are the Center for Biological Diversity, Coalition for Clean Air, Sierra Club, San Bernardino Valley Audubon Society, and the SoCal Environmental Justice Alliance.

3 Further statutory references are to the Government Code unless otherwise noted.

4 Appellants request judicial notice of documents reflecting that the trial court in the CEQA lawsuits found the environmental review inadequate and that a peremptory writ was issued. We deny the request because the proceedings in the CEQA lawsuits are not necessary for our analysis here. (*People v. Rowland* (1992) 4 Cal.4th 238, 268, fn. 6, 14 Cal.Rptr.2d 377, 841 P.2d 897 (*Rowland*) [declining to take judicial notice of irrelevant court records].)

5 A city or county's development agreement procedures must require at least annual review of a developer's "good faith compliance with the terms of the agreement," and if the "local agency finds and determines ... that the applicant ... has not complied in good faith ..., the local agency may terminate or modify the agreement." (§ 65865.1.) The agreement must state certain terms (e.g., duration, permitted uses, etc.), and may address others (e.g., applicant financing of public facilities). (§ 65865.2.) There must be a public hearing "by the planning agency and by the legislative body," and "[n]otice of intention to consider adoption of a development agreement" must be provided. (§ 65867.) An agreement "may be amended, or canceled ..., by mutual consent of the parties to the agreement"; notice of intention to amend must be given, and the amendment is subject to section 65867.5. (§ 65868.) If subsequent law or regulation prevents compliance, affected provisions "shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations." (§ 65869.5.)

6 The parties address portions of the legislative history in their briefing. On our own motion, we take judicial notice of documents comprising the legislative history of the development agreement statute. (Evid. Code, §§ 452, 459; see *In re Donovan L.* (2016) 244 Cal.App.4th 1075, 1088, 198 Cal.Rptr.3d 550.)

7 Further references to article XI, section 1(b) are to the California Constitution unless otherwise noted.

8 We recognize that *Jahr* then indicated that there was nothing in the provision "to suggest the electorate ... intended to grant ... *initiative power*...." (*Jahr, supra*, 70 Cal.App.4th at p. 1254, 83 Cal.Rptr.2d 172.) The initiative power is reserved (not granted). We nonetheless find guidance in the decision's focus on the clarity of the referendum language.

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9 For similar reasons, we reject Respondents' attempt to distinguish on factual grounds other cases that Appellants cite for statutory interpretation principles. "The rules governing statutory construction are well settled." (*Burden v. Snowden* (1992) 2 Cal.4th 556, 562, 7 Cal.Rptr.2d 531, 828 P.2d 672).

10 Respondents do reference the limit on referendums for urgency legislation, in questioning why the County Supervisors Association requested that development agreements be subject to referendum. (See legislative history discussion in § B.4, *post.*) But Respondents do not contend that the Legislature's intent was to address this concern, or provide any argument or evidence for that position.

11 The state also has an interest in ensuring that development agreements do not lead to surrender of the police power. (Cf. *Avco, supra*, 17 Cal.3d at p. 800, 132 Cal.Rptr. 386, 553 P.2d 546 ["government may not contract away its ... police power"]; see *SMART*, *supra*, 84 Cal.App.4th at pp. 232-233, 100 Cal.Rptr.2d 740 [zoning freeze in development agreement was not surrender of police power, where, among other things, the agreement "retain[ed] the [c]ounty's discretionary authority" and was "not of unlimited duration," and "[t]he [c]ounty concluded that the zoning freeze ... advances the public interest"; explaining that "[t]his type of action ... is more accurately described as a legitimate exercise of governmental police power in the public interest than as a surrender of police power to a special interest."]; *Oakland Bulk & Oversized Terminal, LLC v. City of Oakland* (N.D.Cal., May 15, 2018, No. 16-cv-07014-VC), 321 F.Supp.3d 986, 1008, 2018 WL 2210680 at *18, 2018 U.S. Dist. Lexis 81918 at pp. *66-*67 ["Although normally California public policy prohibits local governments from contracting away their right to exercise their 'police power' ... the development agreement statute creates a limited exception to this rule."].)

12 See section 65800 (intent in enacting ch. 4 (zoning regulations) was "to provide only a minimum of limitation in order that counties and cities may exercise the maximum degree of control over local zoning matters"); *DeVita, supra*, 9 Cal.4th at p. 783, 38 Cal.Rptr.2d 699, 889 P.2d 1019 (planning law "incorporates the state's interest in placing some minimal regulation on what remains essentially locally determined land use decisions"); see also *Yost v. Thomas* (1984) 36 Cal.3d 561, 572, 205 Cal.Rptr. 801, 685 P.2d 1152 (California Coastal Act "sets minimum standards" and "does not mandate the action to be taken by a local government in implementing local land use controls.").

13 Because we do not decide whether the development agreement statute applies to charter cities, we deny Appellants' request for judicial notice of materials relating to the adoption of development agreement procedures by Los Angeles, a charter city. (See *Rowland, supra*, 4 Cal.4th at p. 268, fn. 6, 14 Cal.Rptr.2d 377, 841 P.2d 897.) We do note that an Enrolled Bill Report identified as a problem that "[t]his new law should clearly apply equally to charter cities. [Assem. Bill No.] 853 places this new article in the Government Code so that it does not apply to charter cities." (Office of Planning and Research, Enrolled Bill Rep. on Assem. Bill No. 853 (1979-1980 Reg. Sess.) as amended Aug. 24, 1979, p. 3.) It is unclear whether the report viewed this placement as intentional or not—either way, it apparently viewed the placement as incorrect.

14 In making the above point, Respondents note that the Legislature can adopt a pervasive system of regulation, thus precluding initiative and referendum, and suggest that the Legislature did not do so here. Pervasive regulation is not required in order to find exclusive delegation to the governing body. (*COST, supra*, 45 Cal.3d at p. 512, 247 Cal.Rptr. 362, 754 P.2d 708 ["Where the legislative intent to delegate exclusively is otherwise clear, and the legislation addresses a matter of statewide concern, the absence of a pervasive system of regulation is of no consequence."].)

15 See also *Citizens for Responsible Gov't v. City of Albany* (1997) 56 Cal.App.4th 1199, 1219, 66 Cal.Rptr.2d 102 ("negotiation of the 95-page development agreement ... unquestionably involved the exercise of judgment and deliberation [by the city council], culminating in a decision to adopt an agreement with specific negotiated terms").

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16 Respondents suggest that voters "may well be willing" to provide assurances "without any further promises from the developer." Voters approving a development agreement presumably would want the developer to be accountable, at a minimum, for building the proposed project at issue. The parties also dispute whether *Newsom, supra*, 205 Cal. 262, 270 P. 676, offers guidance here. It does. There, the California Supreme Court determined that an initiative could not be used to grant a toll bridge franchise, explaining that the intermingled legislative, administrative, and quasi-judicial functions of the board of supervisors under the toll-bridge franchise law "render[ed] the operation of such law entirely inconsistent and unworkable with the initiative law." (*Id.* at p. 271, 270 P. 676.) The board functions included taking testimony at public hearings and exercising discretion in granting franchises. (*Id.* at p. 270, 270 P. 676; see *id.* at p. 271, 270 P. 676 [noting that initiative "must ... be adopted without alteration" and "there is no discretion vested in the board to make its provisions ... conform to the facts required" for a valid franchise].) Although *Newsom* described toll-booth regulations as "in a class by themselves" (*id.* at p. 266, 270 P. 676), the decision illustrates how a statute can, as here, be incompatible with the initiative process.

17 (Compare, e.g., *Kaufman & Broad Communities, Inc. v. Performance Plastering, Inc.* (2005) 133 Cal.App.4th 26, 37-38, 34 Cal.Rptr.3d 520 [letters generally not part of legislative history], with, e.g., *In re York* (1995) 9 Cal.4th 1133, 1144, 40 Cal.Rptr.2d 308, 892 P.2d 804 [considering letter from Attorney General to bill's author]; *Travelers Indem. Co. v. Gillespie* (1990) 50 Cal.3d 82, 96, 266 Cal.Rptr. 117, 785 P.2d 500 [letters sent to governor indicated provision at issue "was enacted in response" to a case].) Appellants also cite *216 Sutter Bay Associates v. County of Sutter* (1997) 58 Cal.App.4th 860, 68 Cal.Rptr.2d 492, which affirmed a board of supervisors' rescission of a development agreement approved by the outgoing board. (*Id.* at p. 864, 68 Cal.Rptr.2d 492.) The court noted: "One land-use law commentator has noted that the 'legislative act' and 'referendum' provisions of section 65867.5 ... were placed in the statute 'to avoid such problems as a "lame duck" city council approving a development agreement opposed by the people.' " (*Sutter*, at p. 872, fn. 2, 68 Cal.Rptr.2d 492, quoting Strom, 1982 Zoning and Planning Law Handbook, Development Agreements, § 11.03[7], p. 185.) But *Sutter* does not identify the legislative history relied upon by the treatise and, although the rationale is plausible (and consistent with the letters discussed *ante*), we cannot ascribe it to the Legislature on this record.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 2121 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067.

On July 23, 2025, I served true copies of the following document(s) described as: **CITY OF INGLEWOOD AND INGLEWOOD CITY COUNCIL'S OPPOSITION TO EX PARTE APPLICATION FOR (1) TEMPORARY RESTRAINING ORDER, (2) ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND (3) FOR ORDER GRANTING EXPEDITED DISCOVERY** on the interested parties in this action as follows:

James P. Fogelman Kahn Scolnick Dione Garlick Alayna Monroe GIBSON, DUNN & CRUTCHER LLP 333 South Grand Avenue Los Angeles, CA 90071-3197	*Attorneys for Petitioners/Plaintiffs* Pincay RE, LLC, Hollywood Park Residential Investors, LLC, Hollywood Park Retail/Commercial Investors, LLC, HPMU4 LA, LLC, Stadco LA, LLC, Performance Company LA, LLC, HP Residentialco 2021, LLC, HP Residentialco 2023, LLC, HP Hotel RE, LLC, HPMU11 LA, LLC, Hollywood Park Retail Phase I, LLC Telephone: (213) 229-7000 Facsimile: (213) 229-7520 Email: jfogelman@gibsondunn.com kscolnick@gibsondunn.com dgarlick@gibsondunn.com amonroe@gibsondunn.com

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address aalamango@millerbarondess.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 23, 2025, at Los Angeles, California.

Alexandria Alamango

EXHIBIT 2

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DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered into as of this 15 day of September, 2020 by and between the CITY OF INGLEWOOD, a municipal corporation ("**City**"), and MURPHY'S BOWL LLC, a Delaware limited liability company ("**Developer**"). City and Developer and their respective Transferees and assigns are hereinafter collectively referred to as the "**Parties**" and singularly as "**Party**."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the "**Development Agreement Statute**"), which authorizes City and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application. The purpose of the Development Agreement Statute is to authorize municipalities, in their discretion, to establish certain development rights for a period of years regardless of intervening changes in land use regulations.

B. Developer. Developer is a limited liability company formed and in good standing under the laws of the State of Delaware and is qualified to do business in the State of California.

C. Project. The Developer, in cooperation with the City, proposes to develop on the Property, as defined below, a Sports and Entertainment Complex with an arena, providing access to recreation to the public in the form of spectator sports, that has up to approximately 18,000 fixed seats suitable for National Basketball Association ("NBA") games, with capacity to add approximately 500 additional temporary seats for additional sports, entertainment or other events, as well as ancillary and incidental arena uses which is expected to include: (1) up to an approximately 85,000 square-foot team practice and athletic training facility; (2) up to approximately 71,000 square feet of LA Clippers team office space; (3) up to an approximately 25,000 square-foot sports medical clinic for team and potential general public use; (4) an outdoor plaza adjacent to the Arena with circulation and gathering space and landscaping along with an outdoor stage and basketball court (collectively, the "**Plaza**"); (5) up to approximately 63,000 square feet of retail, food and beverage, back of house services, security, storage, bag check, rest rooms, and other uses adjacent to the Plaza; (6) parking facilities in three parking structures with parking spaces for vehicles and bicycles; (7) a transportation hub dedicated to bus, coach, and Transportation Network Company staging; (8) one or two pedestrian bridges across adjacent rights-of-way; (9) various signage, broadcast, filming, recording, transmission, production, and communications facilities and equipment; and (10) other associated public improvements (collectively, and as modified in accordance with this Agreement, the "**Project**"). The Project is also expected to include a limited service hotel. The Project includes implementation of a Transportation Demand Management Program with shuttle bus service connecting the Property to nearby Metro stations, including pick-up and drop-off locations along South Prairie Avenue, and other trip reduction measures as fully described in the MMRP and in this Agreement. The Project would also be designed to meet or exceed standards for LEED Gold certification.

D. **Property**. The Project is to be developed on those certain parcels of real property referred to in this Agreement as the "**Property**" and generally depicted in Exhibit A attached hereto. Together, the Property is comprised of the "**City Parcels**" more particularly identified and legally described in Exhibit A-1 and the "**Potential Participating Parcels**" more particularly identified and legally described in Exhibit A-2. Developer has entered into a contract for the acquisition of one of the Potential Participating Parcels, identified as Parcel 2 in Exhibit A-2 (individually, "**PPP Parcel 2**"); pursuant to which a memorandum of such contract has been recorded in the Official Records of the County of Los Angeles, State of California. In conjunction with entering into this Agreement, the Parties contemplate entering into a Disposition and Development Agreement (the "**DDA**"), providing for, among other things, the Developer's purchase from City of the City Parcels and, if acquired by the City, the remaining Potential Participating Parcels.

E. **Planning Commission Public Hearing**. On June 17, 2020, at a duly noticed public hearing, the Planning Commission of the City of Inglewood, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and thereafter, pursuant to Resolution No.1873, recommended that the City Council approve this Agreement.

F. **Environmental Review**. On July 21, 2020, at a duly noticed public hearing, the City Council of the City of Inglewood, serving as the lead agency for purposes of CEQA, reviewed and considered the Inglewood Basketball and Entertainment Center Environmental Impact Report for the Project (the "**FEIR**") and the Planning Commission's recommendations related thereto. Thereafter, the City Council certified the FEIR as adequate and complete and made findings in connection therewith pursuant to Resolution No. 20-105.

G. **Project Approvals**. The approvals set forth in Exhibit B (the "**Project Approvals**") are necessary for the development, use, and operation of the Project, and such Project Approvals have been granted and are the subject of this Agreement.

H. **Agreement Consistent with the General Plan and Applicable Specific Plans**. Having duly examined and considered this Agreement and having properly noticed and held public hearings hereon, the City Council has found that this Agreement is consistent with the General Plan, as amended by the Project Approvals, and the International Business Park Specific Plan, as amended under the Project Approvals. As a result, this Agreement complies with the Government Code Section 65867.5 requirement of general plan and specific plan consistency.

I. **City Determination**. This Agreement is voluntarily entered into by the Parties in consideration of the benefits to and the rights created in favor of each of the Parties and in reliance upon the various representations and warranties contained herein. As such, City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will secure the appropriate commitments for the benefit of the public and eliminate uncertainty in City's land use planning and permitting process and assure that Developer may plan to develop, use, and operate the Property with certainty as to the installation of necessary improvements appropriate to the Project, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. In order to enable Developer to expend the necessary sums to prepare the plans referred to in this Agreement and to

pursue other development work associated with the Project, both Developer and City desire to provide certainty through this Agreement with respect to the specific development, use, and operational criteria applicable to the Property in order to provide for appropriate utilization of the Property in accordance with sound planning principles.

J. **Public Use Determination**. The City Council has determined that the development of the Project, at no cost to the City, which provides access to recreation to the residents of the City of Inglewood in the form of spectator sports, is a proper public use which is consistent with the City's charter and its municipal functions (the "**Public Use**").

K. **Public Benefits Provided Pursuant to the Development Agreement**. In addition to the Public Use aspect of the Project, the City Council has also determined that the development of the Project will afford the City and its residents with numerous public benefits, including those identified in Section 14 and more particularly described in Exhibit C (the "**Public Benefits**"), which are in excess of those otherwise having a "nexus" to the Project and beyond the public benefits which could be expected from the Project in absence of the Agreement. In exchange for the Public Benefits to the City, Developer desires to receive assurances that the City will grant permits and approvals required for the development, use, and operation of the Project, over the term of this Agreement, in accordance with procedures provided by Applicable Law and in this Agreement, and that Developer may proceed with the development, use, and operation of the Project in accordance with the Existing City Laws consistent with the terms and conditions of this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

L. **City Council Action**. On July 21, 2020, the City Council held a duly noticed public hearing on this Agreement and, after independent review and consideration, including the Planning Commission's recommendations related thereto, approved this Agreement pursuant to Ordinance No. 20-15 (the "**Enacting Ordinance**"), making the same findings and determinations as those made by the Planning Commission through its own independent conclusion and this Agreement.

NOW, THEREFORE, in consideration of the following mutual promises, conditions, and covenants, the Parties agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS AND EXHIBITS**. The Preamble, the Recitals and all defined terms set forth in both are incorporated into this Agreement as if set forth herein in full. In addition, each of the exhibits attached hereto are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

2. **DEFINITIONS**. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement if not otherwise defined below.

2.1 **Adoption Date**. The date the City Council adopted the Enacting Ordinance.

2.2 **Affiliate**. As to an individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization (each, a "**Person**"), any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As to the definition of Affiliate, "**control**" shall mean, directly or indirectly, and either individually or in concert with any Immediate Family Members, (a) the ownership of more than 50% of the voting securities or other voting interests of any Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise; and "**Immediate Family Members**" shall mean, and be limited to, with respect to any individual, (a) such natural person's then-current spouse, children, grandchildren, and other lineal descendants of such natural person, (b) any trust or estate of which the primary beneficiaries include such natural person and/or one or more of the persons described in the foregoing clause (iv)(a), or (c) any corporation, partnership, limited liability company or other entity that is 100% owned by one or more of the Persons described in the foregoing clauses (iv)(a) and (iv)(b).

2.3 **Agreement**. Defined in the Preamble.

2.4 **Annual Review Date**. Defined in Section 19.1.

2.5 **Applicable Exactions**. Defined in Section 7.2.

2.6 **Applicable Law**. Collectively, (i) Existing City Laws, (ii) Subsequent Rules only if applicable to the development, use, or operation of the Project pursuant to Section 8 of this Agreement, and (iii) the laws of the State of California, the Constitution of the United States, and any codes, statutes, or mandates in any court decision, state or federal, thereunder.

2.7 **Approvals**. All amendments to City Laws and any and all permits or approvals (including conditions of approval imposed in connection therewith) of any kind or character granted or issued under the City Laws to confer the lawful right on Developer to develop, use, and operate the Project in accordance with this Agreement, including, but not limited to, the Project Approvals, any Subsequent Approvals, and other permits and approvals that are applicable to the Project in accordance with this Agreement.

2.8 **Approved Event Configurations**. Defined in Section 9.1.

2.9 **Arena**. A state-of-the-art basketball arena which has up to approximately 18,000 fixed seats suitable for NBA games, with capacity to add approximately 500 additional temporary seats for additional sports, entertainment or other events, and includes ancillary and incidental uses and spaces within the arena structure, such as restaurant food service, retail, and concourse areas.

2.10 **CEQA**. The California Environmental Quality Act (Public Resources Code §§ 21000 *et seq.* and the Guidelines thereunder (Title 14, Cal. Code Regs.§ 15000 *et seq.*).

2.11 **Certificate of Occupancy**. The final certificate of occupancy issued by the City for the Project or any applicable portion thereof.

2.12 **City**. Defined in the Preamble.

2.13 **City Fiscal Year**. The twelve month period commencing October 1 of any calendar year through and including September 30 of the next calendar year.

2.14 **City Law(s)**. The ordinances, resolutions, codes, rules, regulations, and official policies of the City, governing the permitted uses, density, parking requirements, design, operations, improvement and construction standards and specifications applicable to the development, use, or operation of the Property or the Public Improvements. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, Municipal Code, zoning ordinance, and subdivision regulations, as well as taxes related to ticket sales, gross receipts, and parking.

2.15 **City Manager**. The City Manager of Inglewood or his or her designee.

2.16 **City Parcels**. Defined in Recital D.

2.17 **City-Wide Laws**. Any City Laws generally applicable to a category of development, use, or operation of one or more kinds, wherever the same may be located in City, including but not limited to, a general or special tax adopted in accordance with California Constitution, Art. XIII C and D *et seq.*, otherwise known as Proposition 218; provided, however, that notwithstanding the foregoing, any ordinances, resolutions, codes, rules, regulations, taxes and official policies of City which only apply to, meaningfully impact, or uniquely and disproportionately impact the Project (whether explicitly, or as a practical matter) shall not be considered City-Wide Laws. For the purposes hereof, "**City-Wide Laws**" includes the variant "**City-Wide**."

2.18 **Claims**. Defined in Section 20.1.

2.19 **Codes**. Defined in Section 7.4.

2.20 **Commercial Sign**. Defined in Section 17.

2.21 **Complaining Party**. Defined in Section 24.

2.22 **DDA**. Defined in Recital D.

2.23 **Default**. Either an Event of City Default or an Event of Developer Default (as applicable).

2.24 **Development Agreement Statute**. Defined in Recital A.

2.25 **Effective Date**. The last to occur of (i) the date the Enacting Ordinance (as defined below) takes effect pursuant to Government Code § 36937; (ii) the date the Enacting Ordinance or other Project Approval(s), is (are) upheld in the event of a valid referendum proceeding is filed pursuant to Elections Code § 9235, *et seq.*; or (iii) the date the City and Developer enter into a DDA as described in Recital D.

2.26 **Enacting Ordinance**. The ordinance pursuant to which the City approved this Agreement as defined in Recital L.

2.27 **Environmental Law**. Any federal, state or local law, ordinance, rule, or regulation, now or hereafter enacted, amended or modified, in each case to the extent applicable to the Property including the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*); Sections 25117, 25281, 25316 or 25501 of the California Health & Safety Code; any so-called "Superfund" or "Superlien" law; the Toxic Substance Control Act of 1976 (15 U.S.C. Section 2601 *et seq.*); the Clean Water Act (33 U.S.C. Section 1251 *et seq.*); and the Clean Air Act (42 U.S.C. Section 7901 *et seq.*).

2.28 **Event of City Default**. Defined in Section 22.2.

2.29 **Event of Developer Default**. Defined in Section 22.1.

2.30 **Exactions**. All exactions, costs, fees, in-lieu fees or payments, charges, taxes, assessments, dedications, or other monetary or non-monetary requirement charged or imposed by City, or by City through an assessment district (or similar entity), in connection with the development of, construction on, operation or use of real property, including but not limited to transportation improvement fees, park fees, parking taxes, admissions taxes, child care in-lieu fees, art fees, affordable housing fees, infrastructure fees, dedication or reservation requirements, facility fees, sewer fees, water connection fees, obligations for on- or off-site improvements, or other conditions for approval called for in connection with the development, construction, or operation of the Project, whether such exactions constitute public improvements, Mitigation Measures, or taxes or impositions made under applicable City Laws or in order to make an Approval consistent with applicable City Laws. Exactions shall not include Processing Fees, such as building permit fees and plan check fees, Transient Occupancy Tax (IMC § 9-8 or as modified), Sewer Connection Fees (IMC § 10-91 or as modified), and Sewer Service Fees (IMC § 10-155 or as modified).

2.31 **Existing City Laws**. The City Laws in effect as of the Adoption Date, as amended by any amendments to City Laws enacted by the Project Approvals.

2.32 **FEIR**. Defined in Recital F.

2.33 **Final Determination**. A final, non-appealable resolution of any legal challenge or appeal.

2.34 **General Plan**. The General Plan for City, adopted by the City Council in January 1980, and subsequently amended, and in effect as of the Adoption Date, as amended by any applicable amendments to City Laws enacted by the Project Approvals.

2.35 **Hazardous Materials**. Any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California and/or the United States Government, including, but not limited to asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause

cancer or reproductive toxicity; hazardous waste, toxic substances or related materials; petroleum and petroleum product, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste," as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste" or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 through 66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Property to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 *et seq.*; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or "transuranic waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 *et seq.*, the Nuclear Waste Policy Act, 42 U.S.C. 10101 *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 *et seq.*; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 *et seq.*; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 *et seq.* or pursuant to the California Clean Air Act, Sections 3900 *et seq.* of the California Health and Safety Code.

2.36 **Indemnification Claim**. Defined in Section 20.2.1.

2.37 **Indemnified Parties**. Defined in Section 20.1.

2.38 **Developer**. Defined in the Preamble.

2.39 **Losses**. Defined in Section 20.1.

2.40 **Minor Amendment**. Defined in Section 21.4.

2.41 **Mitigation Measures**. The mitigation measures applicable to the Project, the implementation of which is identified in the MMRP as the responsibility of Developer.

2.42 **MMRP**. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals, as it applies to the Project.

2.43 **Mortgage**. A mortgage or deed of trust, or other transaction, in which the Property, or a portion thereof or an interest therein, or any improvements thereon, is conveyed or pledged as security, contracted in good faith and for fair value, or a sale and leaseback arrangement in which the Property, or a portion thereof or an interest therein, or improvements thereon, is sold and leased back concurrently therewith in good faith and for fair value.

2.44 **Mortgagee**. The holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

2.45 **Party**. City and Developer, and their respective assignees or Transferees, determined as of the time in question; collectively they shall be called the "**Parties.**"

2.46 **Party in Default**. Defined in Section 24.

2.47 **Performance Year**. July 1 of any calendar year through and including June 30 of the next calendar year.

2.48 **Permitted Delay**. Defined in Section 30.

2.49 **Person**. An individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

2.50 **Plan Check Fees**. Defined in Section 7.2.

2.51 **Plaza**. The pedestrian plaza to be developed as part of the Project and operated and maintained consistent with the requirements set forth in Exhibit F.

2.52 **Potential Participating Parcels**. Defined in Recital D.

2.53 **Prevailing Party**. Defined in Section 25.

2.54 **Processing Fee**. A City-Wide fee payable upon the submission of an application for a permit or approval, which covers only the estimated actual costs to City of processing that application, and is not an Exaction.

2.55 **Project**. Defined in Recital C.

2.56 **Project Approvals**. Defined in Recital G.

2.57 **Property**. Defined in Recital D.

2.58 **Public Art Contribution**. Defined in Section 7.3.3.

2.59 **Public Benefits**. Defined in Recital K.

2.60 **Public Improvements**. The facilities to be improved and constructed by Developer, and publicly dedicated or made available for public use, as provided by the Project Approvals and the SEC Infrastructure Plan. Public Improvements consist of all off-site right-of-way improvements; all off-site utilities (such as gas, electricity, water, sewer and storm drainage); and any other on-site or off-site improvements and facilities required by the Project Approvals and this Agreement to be constructed and dedicated by the Developer in connection with the development of the Project.

2.61 **Public Use**. Defined in Recital J.

2.62 **Public Use Restriction**. Covenants, conditions or restrictions as may be recorded in furtherance of Section 1245.245 of the California Code of Civil Procedure against those certain City Parcels and Potential Participating Parcels comprising the Arena.

2.63 **SEC Design Guidelines**. The SEC Design Guidelines, as part of the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan adopted by the City Council as part of the Project Approvals.

2.64 **SEC Infrastructure Plan**. The SEC Infrastructure Plan, as part of the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan adopted by the City Council as part of the Project Approvals.

2.65 **Sports and Entertainment Complex**. Defined in Section 12-38.91(E) of the Inglewood Municipal Code added as part of the Project Approvals.

2.66 **Subsequent Approvals**. Defined in Section 8.4.

2.67 **Subsequent Rules**. Defined in Section 8.1.

2.68 **Substantive Amendment**. Defined in Section 21.3.

2.69 **Term**. Defined in Section 6.2.

2.70 **Termination**. The expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision, including an uncured Default or other termination of this Agreement. For purposes hereof, "**Termination**" includes any grammatical variant thereof, including "**Terminate**," "**Terminated**," and "**Terminating**."

2.71 **Transfer**. Any sale, transfer, assignment, conveyance, gift, hypothecation, or the like of the Property or any portion thereof or any interest therein or of this Agreement; provided, however, that "**Transfer**" shall expressly exclude: (a) grants of leases, licenses or other occupancy rights for buildings or other improvements which will be part of the Project; (b) grants of easements or other similar rights granted in connection with the development or operation of the Project or Site; (c) the placement of mortgages or deeds of trust on the Property;

(d) the exercise of any remedies of any lender holding a mortgage or deed of trust on the Property; or (e) the removal of a general partner or managing member by the exercise of remedies under any form of operating or partnership agreement.

2.72 **Transferee**. Defined in Section 15.

2.73 **Transferred Property**. Defined in Section 15.

2.74 **Vested Rights**. Defined in Section 7.1.

3. **DESCRIPTION OF PROPERTY**. The Property is described and depicted in Exhibits A, A-1, and A-2 attached hereto.

4. **INTEREST OF DEVELOPER**. Developer has entered into a binding legal contract for the acquisition of PPP Parcel 2 and therefore holds a legal and equitable interest in PPP Parcel 2. The DDA provides for the conveyance of the City Parcels to Developer in accordance with the terms and conditions thereof. The DDA also provides a process pursuant to which any Potential Participating Parcels not owned or acquired by Developer may be acquired by City, including, if the City determines, in its sole and absolute discretion, to exercise its power of eminent domain for any such acquisition. This Agreement shall be binding on the Parties as of the Effective Date and shall be binding as to each portion of the Property on the date: (i) the Developer acquires fee title to the City Parcels; and (ii) the Developer acquires either fee title or any other legal or equitable interest in the Potential Participating Parcels that includes a right of possession.

5. **RELATIONSHIP OF CITY AND DEVELOPER**. Neither Party is acting as the agent of the other in any respect hereunder and each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the municipal or governmental affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. City and Developer renounce the existence of any form of joint venture or partnership between them, and nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

6. **EXECUTION AND TERM OF AGREEMENT**.

6.1 **Execution and Recording of Agreement**. This Agreement has been entered into as of the Effective Date. Not later than ten (10) City-business days after the Effective Date, the City shall cause this Agreement, together with a notice indicating the Adoption Date, the Enacting Ordinance number, and the Effective Date, to be recorded against the City Parcels in the Official Records of the County of Los Angeles, State of California. Within ten (10) City-business days following the acquisition of any Potential Participating Parcel by the Developer, or any such acquisition by City and transfer to Developer, the City shall cause a recordable memorandum of this Agreement to be recorded against such Potential Participating Parcel.

6.2 **Term**. The term of this Agreement shall commence on the Effective Date and extend for 50 years ("**Term**"), unless said Term is terminated, modified, or extended by the terms of this Agreement. Notwithstanding the foregoing, this Agreement shall terminate if the

DDA is not entered into or, if entered into, the DDA is terminated prior to the conveyance of the City Parcels to the Developer.

6.3 **Extension of Approvals**. Upon the granting of any Approval, the term of such Approval shall be extended automatically through the Term of this Agreement, notwithstanding any other City Law.

6.4 **Rights and Obligations Upon Expiration of the Term**. Following Termination of this Agreement, all of the rights, duties and obligations of the Parties hereunder shall terminate and be of no further force and effect, except as provided in this Section 6.4. Upon Termination of this Agreement, Developer shall continue to comply with the Public Use Restrictions and provisions of all City Laws then in effect or subsequently adopted with respect to the Property and/or the Project, except that any Termination shall not affect any right vested before the Termination of this Agreement (absent this Agreement), or other rights arising from Approvals previously granted by City for development, use, or operation of all or any portion of the Project, including, but not limited to any approved operating permits, sign permits, valid building permits, or certificates of occupancy.

7. VESTED RIGHTS.

7.1 **Permitted Uses**. Except as expressly provided in Section 8, during the Term of this Agreement the permitted uses and rules applicable to the completion of the development, use, and operation of the Property, including but not limited to (i) event permitting, (ii) event parking, (iii) parking, ticket, and gross receipts taxes, (iv) the density and intensity of use, (v) the rate, timing, and sequencing of development, (vi) the maximum height (except as limited by the Federal Aviation Administration), design and size of proposed buildings, and (vii) parking standards shall be those set forth in this Agreement, the Existing City Laws, and Project Approvals as of the Adoption Date (the "**Vested Rights**").

7.2 **Exactions**. Except as provided in this Section 7 and Section 8, including all subsections therein, City shall not impose any further or additional Exactions on the development, use, or operation of the Project, whether through the exercise of the police power, the taxing power, design review, or any other means, other than those set forth in the Project Approvals, the Mitigation Measures, and this Agreement. The Exactions applicable to the Project as of the Adoption Date are listed in Exhibit D ("**Applicable Exactions**"). The Applicable Exactions shall not be modified or renegotiated by City in connection with the granting of any amendment to the Project Approvals, or the granting of any Approval, except as specifically authorized in this Agreement. The provisions contained in this Section are intended to implement the intent of the Parties that Developer has the right to develop, use, and operate the Project pursuant to specified and known criteria and rules, and that City will receive the benefits conferred as a result of such development, use, and operation of the Project without abridging the right of City to act in accordance with its powers, duties, and obligations. To the extent that there are Exactions not listed on the Applicable Exactions that are first adopted or imposed by City after the Adoption Date, such new Exactions shall not be applicable to or imposed on the Project or the Property.

7.2.1 **Admission Tax**. Notwithstanding any future increases in the admissions tax listed under the Applicable Exactions, whether arising from increases pursuant to an amendment of Inglewood Municipal Code Section 9-6(2) or through an amendment of Inglewood Municipal Code Section 9-6(5) that (a) lowers the seating capacity threshold of venues specified therein, (b) increases the amount of the admissions tax levied on the per person admission price for each venue event, and/or (c) increases or eliminates the maximum aggregate amount of such admissions taxes payable annually to City, any such increased admissions tax payable by the Developer to City pursuant to Inglewood Municipal Code Section 9-6 shall not exceed 2.5% of the face value of each sold admission for events conducted at the Arena, including, but not limited to, tickets or similar rights of sold admission. Under no circumstances and at no time shall the admissions tax applicable to events at the Arena exceed 2.5% of the face value of sold admissions. Admissions not sold but provided on a complimentary basis shall not be subject to the admissions tax. If admissions are offered in a combined package with food and beverage, the portion of the combined charge that is allocable to food and beverage will be excluded from the calculation of the admissions tax, but shall be subject to sales tax to the extent required under Applicable Law. The allocation between admission and food and beverage for admissions tax purposes shall be reported to the City in the same manner as reported to the applicable State taxing authority for sales tax purposes.

7.2.2 **Parking Tax Amount**. If, at any time after five Performance Years have concluded from when the Developer has received the Certificate of Occupancy for the Arena, the City provides notice to Developer that the City has reasonably determined that it faces a Projected Budget Deficit (as defined below), then on or before September 1 following such City notice, and continuing for a total of four City Fiscal Years (collectively, the "Affected Fiscal Years"), the total Parking Tax payable from parking on the Project or the Property during each Affected Fiscal Year shall be no less than $652,000 (twice the total amount projected at Project approval). If, on or before September 1 of each Affected Fiscal Year, the Developer has not paid Parking Taxes at least equal to the minimum $652,000 Parking Tax amount, the Developer shall pay to the City, an amount equal to the difference between (i) the minimum $652,000 Parking Tax amount and (ii) the Parking Taxes otherwise payable during such Affected Fiscal Year. "Projected Budget Deficit" means the City anticipates a budget deficit without substantial cuts to current budget and staff levels. The City may not give notice to the Developer of a Projected Budget Deficit more often than once every six years. Any other increase in the Parking Tax will require the consent of the Developer, which shall not be unreasonably withheld; provided, however, Developer shall have the right to disapprove any such other increase that Developer reasonably determines could cause the Arena to be at any competitive disadvantage as compared with other venues in the Los Angeles metropolitan area that compete with the Arena.

7.2.3 In recognition of the fact that the construction of the Project shall be entirely financed with private funds, in no event shall there be any Exaction imposed upon or revenue sharing with respect to on-site Project signage, sponsorship or naming rights, personal seat licenses, or similar use rights in connection with the Project.

7.2.4 **Plan Check Fees**. Developer shall pay any Processing Fees in effect at the time of the application for that permit or approval. Notwithstanding the foregoing, in lieu of any Processing Fees otherwise payable for building permit plan check **("Plan Check Fees")**, Developer shall pay City the full costs of a contract planner or contract building plan check

person if such services are mutually determined to be necessary by Developer and the City's Director of Economic and Community Development, or by Developer in order to achieve its desired timeframes for construction of the Project; provided, however, in such event Developer shall pay to City an amount equal to 15% of the contract planner costs to cover the City's administrative costs. Developer shall also pay all City fees and costs relating to monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder. However, this Agreement shall not limit the City's authority to charge Processing Fees that are in force on a City-wide basis at the time an application is made for such permit or entitlements, to the extent such fees are not duplicative of Plan Check Fees and payments made by Developer pursuant to this Section 7.2 or the DDA.

7.2.5 **Real Property Transfer Taxes**. To the extent that there are increases in the Real Property Transfer Tax imposed by the City, as listed under the Applicable Exactions, the maximum tax transfer tax that may be imposed on the Property or Project shall not exceed $1.50 for each $500.00 or fractional part thereof, of the consideration or value of the interest or property conveyed on any deed or instrument or writing.

7.2.6 To the extent that there are Exactions not listed on the Applicable Exactions that are first adopted or imposed by City after the Adoption Date, such new Exactions shall not apply to the Project or the Property.

7.3 **Confirmations**.

7.3.1 **Parking**. For the purposes of determining the parking requirements applicable to the Property, the Project shall comply with the Project Approvals.

7.3.2 **Alcohol**. The sale, service, and consumption of alcohol (beer, wine and distilled spirits, including in the form of bottle service) inside the Arena and elsewhere within the Sports and Entertainment Complex is permitted, subject to compliance with applicable state law and the Project Approvals.

7.3.3 **Public Art**. In furtherance of Section 11-140 of the Inglewood Municipal Code, Developer's public art contributions shall be valued at 1% of the Project valuation, calculated by the Building and Safety Division (the "**Public Art Contribution**"), as further described in the Project Approvals. The Public Art Contribution obligations may be satisfied, at Developer's option, by either (i) the installation of public artwork, (ii) an in-lieu of fee payment, or (iii) a combination of on-site installation public artwork and an in-lieu fee payment. Advance payment of the Public Art Contribution, in whole or in part, by payment of an in-lieu fee, shall not be a condition of issuance of any building permit. If the Developer has elected to satisfy the Public Art Contribution, in whole or in part, by payment of an in-lieu fee, the in-lieu fee shall be paid prior to the issuance of the Certificate of Occupancy for the Arena. If the Developer has elected to satisfy the Public Art Contribution, in whole or in part, by the installation of public art, the installation shall be completed prior to the issuance of the Certificate of Occupancy for the Arena or within a reasonable time thereafter as authorized by the City's Director of Parks, Recreation and Community Services Department and Director of Economic and Community Development Department. The City's Director of Parks, Recreation and Community Services

Department and the Director Economic and Community Development Department, may, as appropriate, after consulting with the staff of the Arts Commission, authorize modification of the City's standards and guidelines for the installation and maintenance of on-site artwork.

7.4 **Uniform Codes Applicable**. The Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to building standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project (collectively, the "**Codes**"), taking into account (i) any equivalency determinations made in accordance with Existing City Laws and (ii) any provisions of the Codes that allow for the applicable building standards to be those in effect at the time of permit application.

7.5 **City's Consideration and Approval of Requested Changes in the Project.** Developer may desire to further specify, modify, or expand the plans for the proposed development, use, and operation of the Project after the Adoption Date based upon more precise planning, changes in market demand, changes in development occurring in the vicinity, and similar factors. In such event, the City shall cooperate with Developer to expeditiously review and take final action on such requested changes in accordance with City's Existing City Laws and the Approvals, and all applicable State and Federal laws. Any and all staff or consultant costs necessarily incurred by the City in providing such expeditious review and final action shall be paid by the Developer to the City subject to the provisions of Section 7.2. Any change to the Project so approved by City shall not require an amendment of this Agreement. With regards to any change that is approved by City, the references in this Agreement to the Project or applicable portion thereof shall be deemed to refer to the Project as so changed and the City's approval thereof shall constitute an Approval.

7.6 **Effect of FEIR**. The FEIR contains a thorough analysis of the Project and possible alternatives in compliance with CEQA. The Project Approvals include resolutions of the City Council adopting CEQA findings, including a statement of overriding considerations in accordance with CEQA Guidelines Section 15093 for those significant impacts that could not be mitigated to a less than significant level. Based on the scope of review in the FEIR, the City does not intend to conduct any further environmental review or require further mitigation under CEQA for any aspect of the Project that is vested under this Agreement. The City will rely on the FEIR to the greatest extent permissible under CEQA with respect to all Subsequent Approvals for the Project. Developer acknowledges that the City may conduct additional environmental review if required by CEQA due to any material changes to the Project, and may impose conditions on any Subsequent Approval of material changes to the Project that the City determines is to be required to address significant environmental impacts under CEQA.

7.7 **Mitigation Measures.**

7.7.1 Developer will comply with all Mitigation Measures identified in the MMRP as the responsibility of the "owner" or the "project sponsor," except for any Mitigation Measures that are expressly identified as the responsibility of a different Person in the MMRP. As part of these requirements, Developer shall comply with the Greenhouse Gas Emissions Conditions of Approval attached hereto as Exhibit H-1, the Air Pollutant Emissions Reduction

Conditions of Approval attached hereto as Exhibit H-2, and the Transportation Demand Program Conditions of Approval attached hereto as Exhibit H-3.

7.7.2 Developer and City will cooperate, at no out-of-pocket cost to the City, in the implementation of the Mitigation Measures identified in the MMRP, and in the ongoing monitoring and reporting requirements of the Mitigation Measures. The Developer will reimburse the City for staff and consultant costs reasonably incurred by City in connection with monitoring Developer's implementation of the Mitigation Measures. Without limiting the generality of the foregoing, City specifically acknowledges and agrees to its role and responsibilities under the Greenhouse Gas Emissions Conditions of Approval attached hereto as Exhibit H-1, the Air Pollutant Emissions Reduction Conditions of Approval attached hereto as Exhibit H-2, and the Transportation Demand Program Conditions of Approval attached hereto as Exhibit H-3.

7.8 **Temporary Street Closures**. The City shall reasonably cooperate with Developer to implement temporary street closures to vehicles for major events at the Arena to eliminate vehicular conflicts and enhance pedestrian circulation during pre-event, event, and post-event hours. Street closures shall be subject to approval of the Inglewood Public Works Director or its designee, in consultation with the Inglewood Chief of Police or its designee.

7.9 **Property Tax Reassessment**. Commencing with the fiscal year as to which the Los Angeles County Assessor determines the new base year value for the completed Arena pursuant to California Revenue and Taxation Code section 71, and continuing for a period of three additional fiscal years thereafter, Developer agrees that it shall not initiate a proceeding under the California Revenue and Taxation Code so as to result in a reduction in the assessed value of the Project for property tax purposes below the amount of Nine Hundred Fifty-Nine Million Dollars ($959,000,000) (the "**Baseline Value**"). If a proceeding initiated by Developer results in a reduction in the assessed value of the Project below the Baseline Value in violation of the preceding sentence, Developer will pay to the City the Assessment Shortfall on or before the date that the second installment of property taxes for such fiscal year is otherwise payable or, if the second installment was previously paid based on an assessed value in excess of the Baseline Value, within twenty (20) days of the Developer's receipt of a refund on account of the reduction in assessed value. "**Assessment Shortfall**" means, as to each fiscal year, any amount by which (i) the property tax revenue that would be received by the City for such fiscal year if the assessed value of the Project equaled the Baseline Value exceeds (ii) the property tax revenue received by the City for such fiscal years as a result of the reduction in the assessed value of the Project. Payment of the Assessment Shortfall will constitute a cure of any Event of Default with respect to any breach by Developer of the covenant set forth in the first sentence of this Section.

8. APPLICABLE LAW.

8.1 **Subsequent Rules and Approvals**. Except as provided in Section 7.2, during the Term of this Agreement, City shall not, without Developer's written consent, apply any City ordinances, resolutions, rules, regulations or official policies enacted after the Adoption Date ("**Subsequent Rules**") that would conflict with or impede the Vested Rights of Developer set forth in Section 7 and the subsections therein or otherwise conflict with this Agreement or Existing City Laws; *provided, however*, that nothing shall prevent City from enacting and

applying Subsequent Rules necessary to protect persons or property from any threatened or actual serious physical risk to health and safety, in which case City shall treat Developer in a uniform, equitable, and proportionate manner as all other properties, public and private, which are impacted by that threatened or actual serious physical risk to health and safety.

8.2 **Conflicting Laws.** Without limitation on the generality of Section 8.1 above, any action or proceeding of City (whether enacted by the legislative body or the electorate) undertaken without the consent of Developer that has any of the following effects on the Project shall be in conflict with the Vested Rights, this Agreement, and the Existing City Laws:

(a) revising the Term of the Agreement;

(b) limiting, reducing, or modifying:

(i) the permitted density, intensity, square footage, location, height or bulk of all or any part of the Project; or

(ii) the location of vehicular access or parking or the number and location of parking or loading spaces for the Project in a manner that is inconsistent with this Agreement or the Project Approvals;

(c) limiting, changing, or controlling the availability of public utilities, services, or facilities or any privileges or rights to public utilities, services, or facilities for the Project or changing or adding additional requirements with respect to the provision of Public Improvements as contemplated by the Project Approvals;

(d) limiting the processing of applications for or procuring of Subsequent Approvals as provided in this Agreement;

(e) changing the event permitting requirements, parking requirements, alcohol permitting requirements, or signage provisions;

(f) impeding or delaying the timely completion of the Project in accordance with the Project Approvals; or

(g) changing Existing City Laws that causes an adverse impact on the use, operation, functionality, accessibility, or economic competitiveness of the Arena or Project.

8.3 **Changes in State or Federal Law.** This Agreement shall not preclude the application to development of the Property of Subsequent Rules mandated and required by changes in state or federal laws or regulations, provided that City agrees that, to the extent possible, such Subsequent Rules shall be implemented in a manner that does not conflict with Developer's Vested Rights.

8.4 **Subsequent Approvals.** Consistent with Existing City Law and the Project Approvals, the development of the Project is subject to certain future approvals and actions by

City that will be approved after the Adoption Date. These future approvals include discretionary and ministerial actions by City (collectively referred to as "**Subsequent Approvals**"), which may include but are not limited to, demolition permits, SEC Design Review approvals under the SEC Design Guidelines, SEC Improvement Plans approvals under the SEC Infrastructure Plan, grading permits, building permits, final parcel and subdivision maps, lot line adjustments, and mergers. In reviewing and acting on applications for Subsequent Approvals, the City shall act expeditiously and endeavor to expedite processing, including in the manner and within the time frames provided in the Project Approvals, and shall apply the Project Approvals and Existing City Laws when considering the application and may only attach such conditions consistent with the Project Approvals and Existing City Laws as permitted in Sections 7.1 through 7.7 and Sections 8 and 8.1. Each Subsequent Approval, once granted and final, shall be deemed to be an Approval that is automatically incorporated in, governed by, and vested under this Agreement.

9. **MASTER EVENT PERMITTING**.

9.1 **Approved Event Configurations**. Any and all events at the Property including, without limitation, NBA games and other sporting events, concerts, family shows, theatrical performances, trade shows, business conferences, special events, award shows, film shoots, circuses, ice shows, boxing matches, and other events are permitted uses for the Arena under Chapter 12 of the Inglewood Municipal Code. In accordance with Chapter 8, Article 3 of the Inglewood Municipal Code concerning permits, the City Council authorizes any and all events held at the Arena provided they are held in the configurations approved by the Los Angeles County Fire Department (collectively, the "**Approved Event Configurations**"). Pursuant to Section 8-28 of the Inglewood Municipal Code, City has determined that an event held in accordance with an Approved Event Configuration does not need to be subject to additional permit requirements. Developer shall not be required to receive any additional consent from the City or any committee thereof, except as otherwise provided herein, or be subject to any Exactions or other amounts to the City in connection with events held in Approved Event Configurations.

9.2 **Costs of Services**. Developer shall from time to time consult and meet with the City and Los Angeles County Fire Department regarding reasonable and appropriate police, fire, emergency technicians, and ambulance requirements for each Approved Event Configuration and associated costs, taking into account past practice with respect to other venues to the extent applicable. Developer shall pay the costs of reasonable and appropriate police, fire, emergency technicians, and ambulance presence for events on the Property which would not be needed, but for that specific event.

9.3 **Coordination with Other Venues**. If consistent with the Project Approvals and Section 7, the City establishes a process for coordination of event operations and scheduling among major event venues operating within the City, Developer agrees that it will periodically meet and confer with the City and with the operators of such other venues to share non-confidential information regarding past and future events; provided, however, that nothing in this Section 9.3 shall limit or restrict Developer's rights under Section 9.1.

10. **OTHER GOVERNMENTAL PERMITS**. Developer shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental

agencies having jurisdiction over the Project as may be required for the development or operation of the Project. City shall reasonably cooperate with Developer in its endeavors to obtain such permits and approvals.

11. **EASEMENTS; IMPROVEMENTS; ABANDONMENTS**. City shall reasonably cooperate with Developer and any state or federal agencies in connection with any arrangements for abandoning or vacating existing easements, right-of-ways, utilities, or facilities, including groundwater wells and pipelines, and the relocation thereof or creation of any new easements, right-of-ways, utilities, or facilities within the City in connection with the development of the Project; and if any such easement, right-of-way, utility, or facility is owned by City or an agency of City, City or such agency shall, at the request of Developer, take such action and execute such documents as may be reasonably necessary to abandon that existing easement, right-of-way, utility, or facility and relocate them, as necessary or appropriate in connection with the development of the Project. The cost of abandonment and relocation of any such easement shall be the responsibility of Developer.

12. **DESIGN OF ON-SITE AND OFF-SITE IMPROVEMENTS**. Development of the Property shall be subject to City review as provided by the Project Approvals. The Project Approvals, and all improvement plans prepared in accordance with the Project Approvals, including but not limited to the SEC Infrastructure Plan, shall govern the design and scope of all on-site and off-site improvements to be constructed on or benefiting the Property. Once completed in accordance with Applicable Law, the City shall accept all Public Improvements.

13. **SUBDIVISION AND MERGER**. Developer shall have the right, from time to time or at any time, to apply for the subdivision of the Property, as may be necessary in order to develop, lease, or finance any portion of the Property consistent with the Existing City Laws. Any merger or lot line adjustments shall be considered a ministerial approval. It is the intent of the Parties that merger of parcels shall not be required prior to the issuance of building permits but shall be required prior to the issuance of a Certificate of Occupancy for the applicable portion of the Project.

14. **PUBLIC USE AND BENEFITS TO BE PROVIDED BY DEVELOPER**. In conjunction with and in furtherance of the Public Use, the Developer will provide the City, its residents, and the surrounding region with numerous public benefits, including the Public Benefits (that are public benefits in excess of those otherwise having a "nexus" to the Project, and beyond the public benefits that could be expected from the Project in absence of the Agreement) identified in Exhibit C. In exchange for the Public Benefits to the City, City shall grant the permits and approvals required for the development, use, and operation of the Project, over the Term of this Agreement in accordance with procedures provided by Applicable Law and in this Agreement, and agrees that Developer may proceed with the development, use, and operation of the Project in accordance with the Applicable Law.

15. **TRANSFERS AND ASSIGNMENTS**

15.1 **Transfers Prior to Release of Construction Covenants**. Prior to the City's issuance of a "Release of Construction Covenants" (as the term is defined under the DDA), Developer shall not Transfer all or any portion of the Property to which it has acquired title to a

third party (a "**Transferee**") without the prior written approval of the City, which shall be given or reasonably withheld within five (5) City-business days; provided, however, such approval shall be given if such Transfer is permitted under the terms of the DDA or is approved by the City pursuant to the DDA.

15.2 **Transfers After Release of Construction Covenants.** Once the City issues a Release of Construction Covenants under the DDA, the Developer shall have the right, subject to (i) the terms of this Section 15.2 and (ii) any covenants and conditions encumbering the Transferred Property, including any applicable Public Use Restriction, to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to Transferees acquiring an interest or estate in all or any portion of the Property (the "**Transferred Property**"), including, but not limited to, purchases or long term ground leases of individual lots, parcels, or any of the buildings located within the Property. Any Transfer shall comply with the California Subdivision Map Act and Applicable Law. Developer shall provide 30 days written notice to City prior to the effective date of any Transfer of its interest in all or any portion of the Property or any of its interests, rights and obligations under this Agreement; *provided, however*, that in the case of such a Transfer to an Affiliate, Developer shall only be required to provide 10 days written notice to City. Upon the effective date of Transfer for which notice is given as provided above, the Transferee shall be deemed a Party. Developer shall remain fully liable for all obligations and requirements under this Agreement after the effective date of the Transfer, unless Developer satisfies the following conditions: (i) prior to the effective date of the Transfer, Transferee executes and delivers to City an Assignment and Assumption Agreement (to be effective upon completion of the Transfer) in the form set forth in Exhibit G to this Agreement specifying the obligations and requirements to be assumed by Developer hereunder as to the Transferred Property; and (ii) Developer has not received a notice of an Event of Developer Default that remains uncured as of the effective date of the Transfer. If the foregoing conditions are satisfied, then the Transferor shall be released from any further liability or obligation under this Agreement and the Transferee shall be deemed to be the "Developer" under this Agreement with all rights and obligations related thereto, with respect to such Transferred Property. Notwithstanding anything to the contrary contained in this Agreement, but subject to the terms of any applicable Public Use Restriction, if a Transferee Defaults under this Agreement, such Default shall not constitute a Default by Developer with respect to any other portion of the Property hereunder and shall not entitle City to terminate or modify this Agreement with respect to such other portion of the Property.

16. MORTGAGEE OBLIGATIONS AND PROTECTIONS.

16.1 **Encumbrances on the Property.** Upon obtaining title to the Property or any portion thereof, Developer may encumber the Property or any portion thereof as to which it holds title or any improvements thereon with any Mortgage securing financing with respect to the Property, whether it is before or after the recordation of the Release of Construction Covenants (as defined in the DDA); provided, however, that prior to the recordation of the Release of Construction Covenants, the proceeds of any such Mortgage shall be for the purpose of securing loans and funds to be used to develop or finance the acquisition of the Property or any portion thereof. A Mortgagee shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval (or deemed approval) without such Mortgagee giving its prior written consent.

16.2 **Mortgagee Obligations**. A Mortgagee not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of Developer under this Agreement, including the obligation to construct or complete construction of improvements or pay fees. A Mortgagee in legal possession shall not have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to pay, perform or provide any fee, dedication, improvements or other Exaction or imposition. A Mortgagee in legal possession of the Property or portion thereof shall only be entitled to use the Property or to construct any improvements on the Property in accordance with the Approvals and this Agreement if Mortgagee fully complies with the terms of this Agreement.

16.3 **Mortgagee Protection**. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recording this Agreement, including the lien for any deed of trust or Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any Person or entity, including any deed of trust beneficiary or Mortgagee that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise, and any such Mortgagee or successor to a Mortgagee or assignee of a Mortgagee that takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

16.4 **Notice of Event of Developer Default to Mortgagee; Right to Cure**. If City receives notice from a Mortgagee requesting a copy of any notice of an Event of Developer Default given to Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that an Event of Developer Default has occurred or a Certificate of Non-Compliance has been issued to Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the Event of Developer Default or non-compliance as provided in this Agreement; *provided, however*, that if the Event of Developer Default, noncompliance, or Certificate of Non-Compliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the Event of Developer Default, noncompliance or Certificate of Non-Compliance within 90 days after obtaining possession. If any such Event of Developer Default, noncompliance or Certificate of Non-Compliance cannot, with diligence, be remedied or cured within such 90-day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Event of Developer Default, noncompliance or Certificate of Non-Compliance (including but not limited to proceeding to gain possession of the Property) if such Mortgagee commences a cure during such 90-day period, and thereafter diligently pursues completion of such cure to the extent reasonably possible.

16.5 **Request for Notice of Default.** Following the recordation of the Release of Construction Covenant, City shall have the right to record a request for notice of default in accordance with California Civil Code Section 2924b with respect to any Mortgage. If City has recorded a request for notice of default with respect to any Mortgage, City shall thereafter have

the right to cure defaults under such Mortgage as provided in California Civil Code Section 2924c(a).

17. **INTENTIONALLY OMITTED.**

18. **ESTOPPEL CERTIFICATE**. Any Party (the "**Requesting Party**") may at any time deliver written notice to the other Party (the "**Certifying Party**") requesting that the Certifying Party certify to the Requesting Party (and/or any proposed Transferee or Mortgagee of the Requesting Party) in writing that, to the knowledge of the Certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been an ended or modified either orally or in writing, and if so amended, identifying the amendments, (c) the Requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Default, and (d) such other information as may reasonably be requested. A Certifying Party receiving a request hereunder shall execute and return such certificate within 30 days following the receipt of such a request. The City Manager shall have the right, but not the obligation, to execute any certificate requested by Developer hereunder in the event he or she elects to not submit the certificate request to the City Council for its consideration. A certificate hereunder may be relied upon by the Requesting Party and any Transferee or Mortgagee to whom it has been issued.

19. **ANNUAL REVIEW**.

19.1 **Review Date**. The annual review date for this Agreement shall occur on October 1 of each full calendar year following the Effective Date of this Agreement ("**Annual Review Date**"). During each annual review, Developer shall be required to demonstrate good faith compliance with the terms of this Agreement, including, without limitation, compliance with the Greenhouse Gas Emissions Condition of Approval set forth in Exhibit H-1.

19.2 **Required Information from Developer**. By June 1 of each year prior to the Annual Review Date, Developer shall provide a letter to the City Manager containing evidence of good faith compliance with this Agreement Upon the written request of City, which shall be made, if at all, within 60 days of the submission of Developer's letter, Developer shall also furnish such reasonable additional evidence and documentation of such good faith compliance as the City, in the exercise of its reasonable discretion, may require ("**Additional Documentation**").

19.3 **City Report**. Within 60 days after receipt by the City Manager of Developer's Additional Documentation, the City Manager shall review the Additional Documentation submitted by Developer and all other available evidence of Developer's compliance with this Agreement. Following such review, the City Manager shall timely notify Developer in writing whether Developer has complied with the terms of this Agreement and shall issue a Certificate of Compliance to Developer, if such is the case. If City Manager finds Developer is not in compliance, the City Manager shall timely issue a Certificate of Non-Compliance to Developer, together with any available evidence of such non-compliance, after complying with the procedures set forth in Section 19.4.

19.4 **Non-Compliance with Agreement; Hearing**. Prior to issuing a Certificate of Non-Compliance, if the City Manager finds that Developer has not complied with the terms of this Agreement, the City Manager shall indicate in writing to Developer, with reasonable specificity, any aspect in which Developer has failed to comply. The City Manager shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than 30 days, and shall be reasonably related to the time necessary for Developer to adequately bring its performance into compliance with the terms of this Agreement, subject to any Permitted Delay; *provided, however*, that if the noncompliance solely involves a monetary Default, then the City Manager may require payment from Developer within 10 business days.

If Developer fails to adequately bring its performance into compliance as set forth above, then the City Manager shall issue a Certificate of Non-Compliance to Developer indicating (1) with reasonable specificity the reason(s) for the determination, in the manner prescribed in Section 19.3, and (ii) whether the City Manager is or is not recommending that the City Council modify or Terminate this Agreement. If the Certificate of Non-Compliance does not recommend modification or Termination of this Agreement, then the City Council, upon the receipt of a written request of Developer within 10 days of the City Manager's issuance of the Certificate of Non-Compliance, shall conduct a meeting within 45 days of City Council's receipt of Developer's request. Developer shall be given 10 days written notice of the meeting and copies of any additional evidence not previously provided to Developer upon which the City Manager made their determination that the Developer did not adequately bring its performance into compliance. If the City Manager issues a Certificate of Non-Compliance that includes a recommendation that the City Council modify or Terminate this Agreement, then the City Council shall conduct a noticed public hearing within 45 days in accordance with Applicable Law. Developer shall be given copies of any additional evidence not previously provided to Developer upon which the City Manager made their determination as to compliance. Developer shall have the opportunity to present evidence at any public hearing. If the City Council determines that Developer is not in compliance with this Agreement at such public hearing, it may Terminate this Agreement, or initiate proceedings to modify or otherwise enforce it.

19.5 **Appeal of Determination**. The decision of the City Council as to Developer's compliance shall be final, and any court action or proceeding to attack, review, set aside, void, or annul that decision shall be commenced within 30 days of the City Council's final decision.

19.6 **Costs**. Costs reasonably incurred by City in connection with the annual review conducted pursuant to Section 19.1 and related hearings shall be paid by Developer in accordance with City's schedule of fees and billing rates for staff time in effect at the time of review. Such costs shall also include the cost of consultants necessarily and reasonably incurred by City in carrying out its obligations pursuant to this Section 19.6.

19.7 **Default**. The rights and powers of the City Council under this Section 19 are in addition to, and shall not limit, the rights of City to Terminate or take other action under this Agreement on account of the commission by Developer of an Event of Developer Default.

20. **INDEMNIFICATION**.

20.1 **Obligation to Indemnify**. Developer agrees to indemnify, defend, and hold harmless City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, contractors, volunteers and representatives (collectively, the "**Indemnified Parties**") from any and all losses, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death and property damage) (collectively, "**Losses**") and from any and all claims, demands, and actions in law or equity (including reasonable attorneys' fees and litigation expenses) by any third party (collectively, "**Claims**") that are (a) directly or indirectly arising or alleged to have arisen out of or in any way related to the approval of this Agreement or the Project Approvals or (b) incurred by an Indemnified Party as a result of Developer's failure to comply with any Environmental Law. Notwithstanding the foregoing, Developer shall have no indemnification obligation pursuant to clause (b), above, with respect to the gross negligence or willful misconduct of any Indemnified Party. The obligations under this Section 20 shall survive Termination of this Agreement.

20.2 **Indemnification Procedures**.

20.2.1 In order for an Indemnified Party to be entitled to indemnification provided under this Section 20 in respect of, arising out of, or involving a Loss or a Claim by any Person against the Indemnified Party (each, an "**Indemnification Claim**"), such Indemnified Party shall promptly give notice, in writing and in reasonable detail, to Developer thereof; provided, that failure to give reasonable prompt notification shall not affect the indemnification provided hereunder except to the extent Developer shall have been actually and materially prejudiced as a result of such failure to promptly notify.

20.2.2 Developer shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Indemnified Party, and to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against by it hereunder. If Developer elects to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against by it hereunder, it shall within 30 days (or sooner, if the nature of the Indemnification Claim so requires) notify the Indemnified Party in writing of its intent to do so. If Developer elects not to defend against, negotiate, settle, or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, the Indemnified Party may (at Developer's sole cost and expense) defend against, control, negotiate, settle, or otherwise deal with such Indemnification Claim. If Developer shall assume the defense of any Indemnification Claim, the Indemnified Party may participate, at its expense, in the defense of such Indemnification Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of Developer only if (a) so requested by Developer to participate or (b) the nature of the claim creates an ethical conflict for the same counsel to defend the Indemnified Party and Developer; and provided, further, that Developer shall not be required to pay for more than one such counsel for all Indemnified Parties in connection with any Indemnification Claim. The Parties shall cooperate fully with each other in connection with the defense, negotiation, or settlement of any such Indemnification Claim. Notwithstanding anything to the contrary herein, neither Developer nor

the Indemnified Party shall, without the written consent of the other party (which shall not be unreasonably withheld, conditioned, or delayed), settle or compromise any Indemnification Claim or permit a default or consent to entry of any judgment unless (x) the claimant(s) and such party provide to such other party an unqualified release from all liability in respect of the Indemnification Claim and (y) in the case of any such settlement, compromise, consent to default, or to entry of any judgment by Developer, such settlement, compromise, or judgment otherwise provides solely for payment of monetary damages for which the Indemnified Party will be indemnified in full.

21. AMENDMENT, CANCELLATION, OR SUSPENSION.

21.1 **Modification Because of Conflict with State or Federal Laws.** In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require substantial and material changes in the Approvals, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such law or regulation. Any such amendment to the Agreement that is agreed upon by the Parties shall be submitted for approval consideration by the City Council in accordance with California law, the City's Municipal Code, and this Agreement.

21.2 **Amendment by Mutual Consent.** This Agreement may be amended in writing from time to time by mutual consent of the Parties and in accordance with the procedures of California law and the City's Municipal Code, or as otherwise permitted by this Agreement.

21.3 **Substantive Amendments.** Any Substantive Amendment to the Agreement shall require the City's approval in accordance with Applicable Law. "**Substantive Amendment**" means any change to the term of this Agreement beyond the Term and provision(s) in this Agreement related to monetary contributions or payments by Developer.

21.4 **Minor Amendment.** A "**Minor Amendment**" is any amendment of this Agreement other than a Substantive Amendment, including waiver of conditions for the benefit of another party and modifications to the Project's Mitigation Measures or conditions to the Approvals, provided that the City Manager finds that, on the basis of substantial evidence, the changed measures or conditions are equivalent to or more effective. The City Manager and Developer may approve a Minor Amendment by written agreement without a public hearing to the extent permitted by Applicable Law, including without limitation Government Code Section 65868; provided however, the City Manager shall have the discretion to seek such approval by the City Council.

21.5 **Cancellation/Termination.** This Agreement may be Terminated in whole or in part by the mutual consent of City and Developer or their successors in interest, in accordance with Applicable Law. The City shall retain any fees or payments of any kind paid under this Agreement or any other agreement relating to this Agreement and made prior to the date of termination. In addition, notwithstanding any other provision of this Agreement, if the DDA is terminated prior to the conveyance of title and possession of the Property to the Developer, this Agreement shall also terminate.

22. **DEFAULT**.

22.1 **Developer Default**. Any of the actions referenced below shall constitute an event of default on the part of Developer ("**Event of Developer Default**"). Upon an Event of Developer Default (other than an event of default under subparagraph (a) below), the City shall give written notice of default to Developer, specifying the default at issue. City may not exercise any rights or remedies upon a default by Developer, unless and until such default continues beyond any applicable cure period set forth in this Section 21.1 after written notice thereof from City. Developer shall have the opportunity to appear before the City Council at a public hearing prior to the exercise of any of City's rights or remedies under this Agreement with respect to an Event of Developer Default.

(a) Developer is dissolved or terminated; or

(b) Developer fails to keep, observe, or perform any of its covenants, duties or obligations under this Agreement in any material respect, and the default continues for a period of 10 days in the event of a monetary default or 30 days after written notice thereof from City to Developer, or in the case of a default which cannot with due diligence be cured within 30 days, Developer fails to commence to cure the default within 30 days of such notice and thereafter fails to pursue the curing of such default with due diligence and in good faith to completion.

22.2 **City Default**. An event of default on the part of City ("**Event of City Default**") shall arise if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of 10 days in the event of a monetary default or 30 days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within 30 days, City fails to commence to cure the default within 30 days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion. Developer shall give written notice of default to City, specifying the default at issue. Developer may not exercise any rights or remedies upon an Event of City Default, unless and until such default continues beyond any applicable cure period set forth in this Section 22.2 after written notice thereof from Developer.

23. **REMEDIES FOR DEFAULT**. Subject to the notice and cure provisions in Section 22, the sole and exclusive judicial remedy for any Party in the event of a Default by the other Party shall be an action in mandamus, specific performance, or other injunctive or declaratory relief. In addition, upon the occurrence of a Default and subsequent to the procedures described in Section 22, the non-defaulting Party shall have the right to Terminate this Agreement, but any such Termination shall not affect such Party's right to seek a remedy on account of the Default for which this Agreement has been Terminated, and shall be subject to the procedures specified in this Agreement. The City, any City agencies, and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively, for purposes of this Section 23, "**City**") shall not be liable for any monetary damages for an Event of City Default or any claims against City arising out of this Agreement. Developer waives any such monetary damages, including consequential, punitive, and special damages, against City. Similarly, Developer and its officers, directors, agents, employees,

volunteers, and representatives (collectively, for purposes of this Section 23, "**Developer**") shall not be liable for any monetary damage for a Default by Developer or any claims against Developer arising out of this Agreement. City waives any such monetary damages, including consequential, punitive, and special damages against Developer. Any legal action by a Party alleging a Default must be filed within 180 days from the end of the default procedure described in Section 24.

24. **PROCEDURE REGARDING DEFAULTS**. For purposes of this Agreement, a Party claiming another Party is in Default shall be referred to as the "**Complaining Party**," and the Party alleged to be in Default shall be referred to as the "**Party in Default**." A Complaining Party shall not exercise any of its remedies as the result of Default unless such Complaining Party first gives notice to the Party in Default as provided in this Section, and the Party in Default fails to cure such Default within the applicable cure period.

24.1 **Notice**. The Complaining Party shall give written notice of Default to the Party in Default, specifying the Default alleged by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any Default nor shall it change the time of Default.

24.2 **Cure**. Subject to Section 30, the Party in Default shall have 30 days from receipt of the notice of Default to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged Default is such that it cannot, practicably be cured within such 30-day period, the cure shall be deemed to have occurred within such 30-day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than 30 days after the curing Party's receipt of the notice), the curing Party provides written notice to the other Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. The Party in Default shall diligently endeavor to cure, correct, or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be agreed to by the Complaining Party to be reasonably necessary to correct the matter).

24.3 **Failure to Assert**. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

24.4 **Procedure for Terminating Agreement upon Default**. If City desires to Terminate this Agreement in the event of an Event of Developer Default, the matter shall be set for a public hearing before the City Council. The burden of proof of whether a Party is in Default shall be on the Party alleging Default. If the City Council determines that an Event of Developer Default has occurred and has not been cured to City's reasonable satisfaction, or that the Event of Developer Default presents a serious risk to public health, safety, or welfare, the City Council may Terminate this Agreement.

24.5 **No Cross Default**. Notwithstanding anything to the contrary in this Agreement, if Developer has effected a Transfer so that its interest in the Property has been divided between Transferees, then any determination that a Party is in Default shall be effective only as to the Party to whom the determination is made and the portions of the Property in which such Party has an interest.

25. **ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT**. If any Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a Default, or otherwise arising out of this Agreement, the Prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees (including, without limitation, costs and expenses), which shall be payable whether or not such action is prosecuted to judgment. "**Prevailing Party**" within the meaning of this Section 25 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

26. **ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY THIRD PARTIES TO THE AGREEMENT**. If any Person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Approvals, the Parties shall fully cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and Developer shall reimburse City for all reasonable costs (including court costs) and reasonable attorneys' fees actually incurred by City in defense of any such action or other proceeding. In its sole discretion, City may tender its defense of such action to Developer or defend the action itself. Upon a tender of defense to Developer by City, Developer shall defend through counsel approved by City, which approval shall not be unreasonably withheld, and Developer shall bear all reasonable attorneys' fees and costs from the date of tender.

27. **BINDING ON SUCCESSORS; AGREEMENT RUNS WITH THE LAND**. Except as otherwise expressly provided for in this Agreement, upon the Effective Date, all of the provisions, agreements, rights, terms, powers, standards, covenants, and obligations contained in this Agreement shall be binding upon the Parties, and their respective heirs, successors and assignees. Upon recording of this Agreement with respect to each portion of the Property, all of the provisions of this Agreement shall be binding on all other Persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to Applicable Law, including Section 1468 of the California Civil Code.

28. **BANKRUPTCY**. The obligations of this Agreement shall not be dischargeable in bankruptcy.

29. **INSURANCE**.

29.1 **Public Liability and Property Damage Insurance**. At all times that Developer is constructing any improvements that are part of the Project ("**Construction Work**"), Developer

shall maintain in effect a policy of comprehensive commercial general liability insurance with a per-occurrence single limit of not less than $2,000,000, an additional $25,000,000 in umbrella and excess liability coverage, and a self-insured retention of not more than $250,000 per claim. This self-insured retention may be increased based on the availability of insurance with such self-insured retentions at commercially reasonable premiums. The policy so maintained by Developer shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

29.2 **Workers' Compensation Insurance.** At all times that Developer is undertaking the Construction Work, Developer shall maintain workers' compensation insurance as required by California law for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Developer shall indemnify City for any damage resulting from Developer's failure to maintain any such insurance.

29.3 **Evidence of Insurance.** Prior to commencement of the Construction Work, Developer shall furnish City satisfactory evidence of the insurance required in Sections 29.1 and 29.2 and evidence that Developer is required to give the City at least 15 days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, other City agencies, and their respective elective and appointive boards, commissions, officers, agents, employees, volunteers, and representatives as additional insureds with respect to this Agreement and to Developer performing work on the Project.

30. **EXCUSE FOR NONPERFORMANCE.** Notwithstanding any provision of this Agreement to the contrary, Developer and City shall be excused from performing any obligation or undertaking provided in this Agreement in the event of, and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by, a(n) act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, Applicable Law, litigation, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform (a "**Permitted Delay**").

31. **THIRD PARTY BENEFICIARIES.** This Agreement is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other Person shall have any right of action based upon any provision in this Agreement. There is no third party beneficiary to this Agreement and nothing contained herein shall be construed as giving any Person third party beneficiary status.

32. **SEVERABILITY.** Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any Person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to Persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; *provided, however*, if any provision of this Agreement is determined to be invalid or unenforceable and the

effect thereof is to deprive a Party of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to Terminate this entire Agreement (with respect to the portions of the Property in which such Party has an interest) from and after such determination.

33. **WAIVER: REMEDIES CUMULATIVE**. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. The Party for whose benefit a covenant or commitment is provided may waive its rights pursuant to that commitment or covenant, provided that no waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiv.er of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period chime specified in such express waiver. Except as provided in Section 23, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

34. **APPLICABLE LAW AND VENUE**. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. Any lawsuit or legal proceeding arising hereunder shall be heard in the United States District Court for the Central District if in federal court or, if in California Superior Court, the Los Angeles County Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058.

35. **NOTICES**. Any notice to either Party required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	City of Inglewood One Manchester Boulevard Inglewood, California 90301 Attention: City Manager
with a copy to:	Office of the City Attorney One Manchester Boulevard Inglewood, California 90301 Attention: City Attorney
with a copy to: (and shall not constitute notice to City)	Kane, Ballmer & Berkman 515 S. Figueroa Street, Suite 780 Los Angeles, California 90071 Attention: Royce K. Jones

Developer:	Murphy's Bowl LLC PO Box 1558 Bellevue, WA 98009-1558 Attention: Brandt A. Vaughan
with a copy to: (and shall not constitute notice to Developer)	Wilson Meany Four Embarcadero Center, Suite 3330 San Francisco, CA 94111 Attention: Chris Meany
with a copy to: (and shall not constitute notice to Developer)	Helsell Fetterman, LLP 1001 Fourth Avenue, Suite 4200 Seattle, WA 98154 Attention: Mark Rising
with a copy to: (and shall not constitute notice to Developer)	Coblentz Patch Duffy & Bass LLP One Montgomery Street , Suite 3000 San Francisco, CA 94104 Attention: Matthew J. Bove

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least 10 business days prior to the date such change is affected. All notices under this Agreement shall be deemed given, received, made, or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

36. **FORM OF AGREEMENT; RECORDATION; EXHIBITS**. City shall cause this Agreement, any amendment hereto, any notice of modification of a Project Approval and any Termination of any parts or provisions hereof, to be recorded, at Developer's expense, with the County Recorder within 10 days of the effective date thereof. Any amendment or Termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or Termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

This Agreement consists of thirty-two (32) pages and eleven (11) Exhibits (Exhibits A- H-3), which constitute the entire understanding and agreement of the Parties.

37. **FURTHER ASSURANCES**. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

38. **APPROVALS**. Unless otherwise herein provided, whenever a determination, approval, consent, or satisfaction (herein collectively referred to as "**consent**") is required of a Party pursuant to this Agreement, such consent shall not be unreasonably withheld, conditioned, or delayed. If a Party shall not consent, the reasons therefore shall be stated in reasonable detail in writing. Consent by a Party to or of any act or request by the other Party shall not be deemed to

waive or render unnecessary consent to or of any similar or subsequent acts or requests. Consent given or withheld by the City Manager may be appealed by Developer to the City Council.

39. **ENTIRE AGREEMENT**. This written Agreement, including the Exhibits attached hereto, together with the DDA, contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

40. **CONSTRUCTION OF AGREEMENT**. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. Unless otherwise specified, whenever in this Agreement reference is made to the Table of Contents, any Article or Section, or any defined term, such reference shall be deemed to refer to the Table of Contents, Article, Section, or defined term of this Agreement. Exhibits to this Agreement shall be incorporated into this Agreement as if stated fully herein. The use in this Agreement of the words "including," "such as," or words of similar import when following any general term, statement, or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term, or matter. This Agreement has been reviewed and revised by legal counsel for the Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

41. **NEXUS/REASONABLE RELATIONSHIP CHALLENGES**. Developer consents to, and waives any and all rights it may have now or in the future to challenge the legal validity of, this Agreement or the Project Approvals (to the extent approved in the forms agreed with Developer), including any conditions, requirements, policies or programs imposed in this Agreement including, without limitation, any claim that any conditions, requirements, policies or programs may constitute an abuse of police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation or impose an unlawful tax or fee.

42. **SIGNATURE PAGES**. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

43. **TIME**. Time is of the essence of this Agreement and of each and every term and condition hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Inglewood, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. 20-15, adopted by the City Council of the City of Inglewood on the 28th day of July, 2020 and Developer has caused this Agreement to be executed.

"CITY"

CITY OF INGLEWOOD,
a municipal corporation

By: _____
James T. Butts, Jr.
Mayor

"DEVELOPER"

MURPHY'S BOWL LLC,
a Delaware limited liability company

_____
Name: Brandt A. Vaughan
Title: Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By: _____
Royce K. Jones

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

On September 15, 2020 before me, Maria Barba, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared James T. Butts Jr.
Name(s) of Signer(s)

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.

MARIA BARBA
Notary Public – California
Los Angeles County
Commission # 2184033
My Comm. Expires Feb 20, 2021

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
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Development Agreement
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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COMMONWEALTH OF VIRGINIA)
City) ss.
~~COUNTY~~ OF Charlottesville)

I hereby certify that I know or have satisfactory evidence that BRANDT A. VAUGHAN is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9/12/2022

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the Commonwealth of Virginia, residing at Charlottesville VA
My appointment expires March 31, 2022

ALI A KHALIFA
NOTARY PUBLIC 7759240
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2022

DEVELOPMENT AGREEMENT

EXHIBIT LIST

Exhibit A - Depiction of Property
Exhibit A-1 - City Parcels
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Exhibit D - Applicable Exactions
Exhibit E - Intentionally Omitted
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Exhibit H-2 - Air Pollutant Emissions Reduction Condition of Approval
Exhibit H-3 - TDM Program Condition of Approval

EXHIBIT A

Depiction of Property

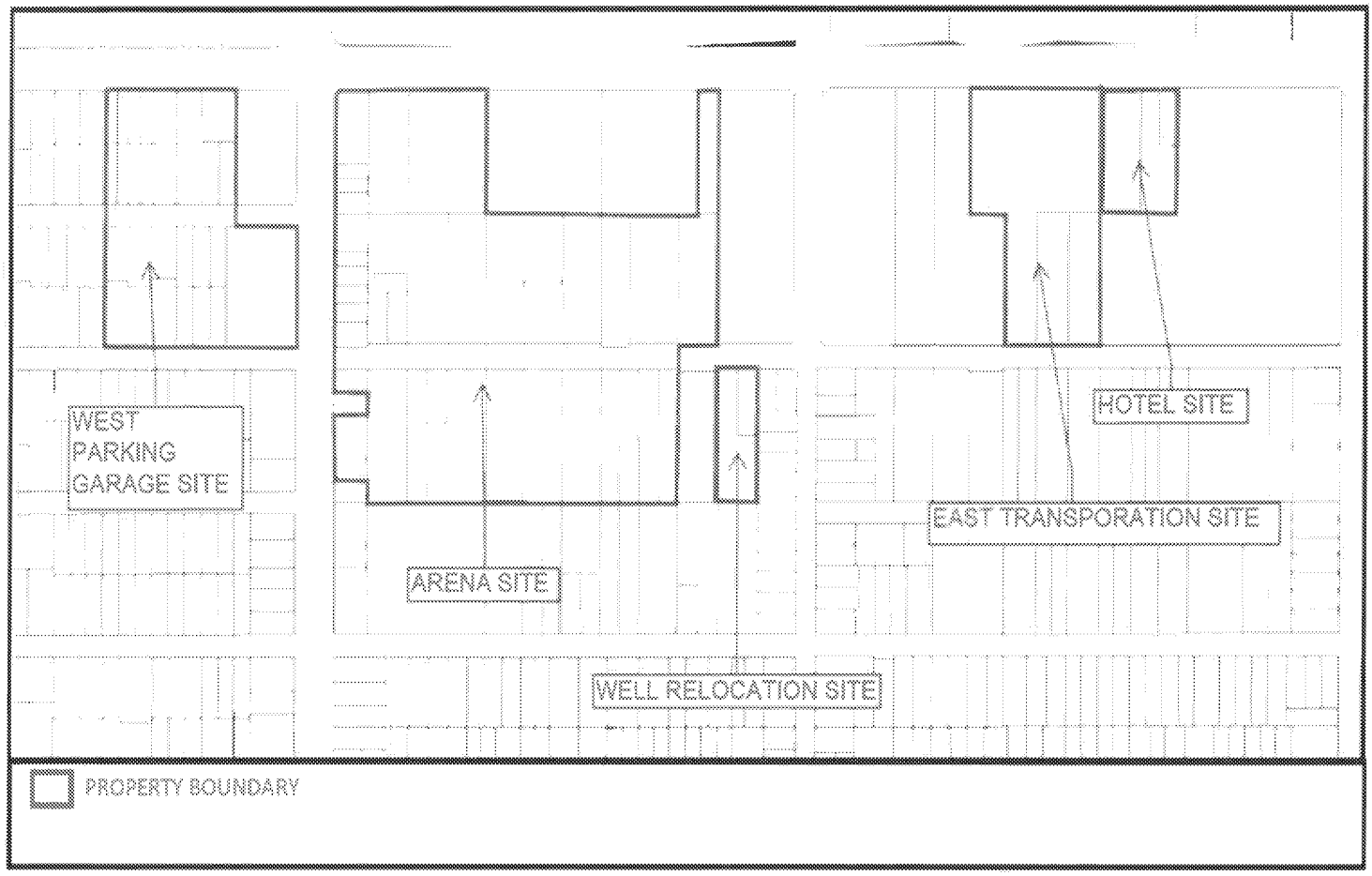

EXHIBIT A-1

City Parcels

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST ONE HALF OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 139.53 FEET THEREOF.

APN: 4034-004-911

PARCEL 2:

THE NORTH 139.53 FEET OF THE WEST HALF OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-004-909

PARCEL 3:

THE WESTERLY 42.25 FEET OF LOT 562 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 139 FEET THEREOF.

APN: 4034-004-902

PARCEL 4:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 564; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN SAID WESTERLY LINE THAT IS DISTANT NORTHERLY THEREON 163.04 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 31.56 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF SAID LOT 141.03 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE 31.56 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-907

PARCEL 5:

LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 564; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 163.04 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID 31.56 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 31.56 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-900

PARCEL 6:

ALL THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 564, RUNNING THENCE IN A SOUTHERLY DIRECTION A DISTANCE OF 139.535 FEET ALONG THE EASTERLY LINE OF SAID LOT 564; THENCE WESTERLY A DISTANCE OF 31.5625 FEET PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 564; THENCE NORTHERLY A DISTANCE OF 139.535 FEET PARALLEL WITH THE EASTERLY LINE OF SAID LOT 564; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 564 A DISTANCE OF 31.5625 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-910

PARCEL 7:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY OF SAID LOT 564 OF TRACT NO. 211, SAID POINT BEING 31.56 ¼ FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 564; RUNNING THENCE IN A NORTHERLY DIRECTION, A DISTANCE OF 164.535 FEET PARALLEL WITH THE EASTERLY LINE OF SAID LOT 564; THENCE WESTERLY A DISTANCE OF 31.56 ¼ FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE EAST HALF OF SAID LOT 564, A DISTANCE OF 164.535 FEET TO A POINT IN THE SOUTHERN BOUNDARY OF LOT 564; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF LOT 564, A DISTANCE OF 31.56 ¼ FEET TO THE POINT OF BEGINNING.

APN: 4034-004-903

PARCEL 8:

LOT 562, TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 139 FEET OF SAID LOT. ALSO EXCEPT THEREFROM THE WESTERLY 42.25 FEET OF SAID LOT. ALSO EXCEPT THEREFROM THE EASTERLY 42 FEET OF SAID LOT.

APN: 4034-004-904

PARCEL 9:

ALL THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 564, RUNNING THENCE IN A NORTHERLY DIRECTION A DISTANCE OF 164.535 FEET ALONG THE EASTERLY LINE OF SAID LOT 564; THENCE WEST A DISTANCE OF 31.564 FEET PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 564; THENCE SOUTHERLY A DISTANCE OF 164.535 FEET TO A POINT IN THE SOUTH BOUNDARY OF SAID LOT 564; THENCE

EASTERLY ALONG THE SOUTHERLY BOUNDARY OF LOT 564, A DISTANCE OF 31.564 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-901

PARCEL 10A:

THE EAST 31.56 FEET OF THE NORTH 139.57 FEET OF THE SOUTH 164.57 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10B:

THE WEST 31.56 FEET OF THE EAST 63.12 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 139.5 FEET THEREOF.

PARCEL 10C:

THE EAST 63.125 FEET OF THE NORTH 139.5 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 17 FEET THEREOF.

APN: 4034-004-913

PARCEL 11:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY OF SAID LOT, DISTANT 31.56 ¼ FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 139.535 FEET TO THE NORTH LINE OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5284, PAGE 134 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST 31.56 ¼ FEET TO THE EAST LINE OF

THE WEST HALF OF SAID LOT; THENCE NORTHERLY ALONG SAID EAST LINE 139.535 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 31.56 ¼ FEET TO THE POINT OF BEGINNING.

APN: 4034-004-905

PARCEL 12:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 564, DISTANT EASTERLY THEREON 31.56 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 31.61 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE WESTERLY HALF OF SAID LOT 564; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 31.61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 4034-004-906

PARCEL 13:

THE WESTERLY 84 FEET OF THE NORTHERLY 139 FEET OF LOT 562 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-004-912

PARCEL 14:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 564 THAT IS DISTANT EASTERLY

THEREON, 31.56 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN A LINE DRAWN PARALLEL WITH AND DISTANT NORTHERLY AT RIGHT ANGLES, 163.04 FEET FROM THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID PARALLEL LINE SO DRAWN, 31.61 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE WEST ONE-HALF OF SAID LOT 564; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 31.61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 4034-004-908

PARCEL 15:

THE NORTHERLY 33 1/3 FEET OF THE SOUTHERLY 116.67 FEET OF LOT 1 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-906

PARCEL 16:

THE EAST 96 FEET OF THE SOUTH 158 FEET OF LOT 19, LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 FEET OR MORE BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND AS RESERVED IN A DEED RECORDED OCTOBER 25, 1973 AS INSTRUMENT NO. 1764 OF OFFICIAL RECORDS.

APN: 4032-001-902

PARCEL 17:

LOT 3 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-913

PARCEL 18:

LOT 4 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-912

PARCEL 19:

THE NORTH 41.5 FEET OF THE SOUTH 186.08 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-907

PARCEL 20:

PARCEL A OF PARCEL MAP NO. 4672, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-909

PARCEL 21:

LOT 21 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE SOUTHERLY 600 FEET AS CONDEMNED FOR RIGHT-OF-WAY EASEMENTS AND PUBLIC STREET PURPOSES IN SUPERIOR COURT CASE NO. 506

432, RECORDED OCTOBER 23, 1985 AS INSTRUMENT NO. 85-1252150 OF OFFICIAL RECORDS.

APN: 4032-001-911

PARCEL 22:

THE NORTH 83 FEET OF THE NORTH 118 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-910

PARCEL 23:

THE SOUTH 35 FEET OF THE NORTH 118 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-908

PARCEL 24:

PARCEL B OF PARCEL MAP NO. 4672, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-905

PARCEL 25:

THE NORTH 40 FEET OF THE SOUTH 144.58 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-904

PARCEL 26A:

LOT 22 AND THE NORTH 125 FEET OF LOT 23 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-903

PARCEL 27:

LOT 31 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES OR OTHER USE OR RIGHTS IN AND TO ANY PORTION OF THE SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION, IN DEED RECORDED JUNE 23, 1975 AS INSTRUMENT NO. 3074 OF OFFICIAL RECORDS.

APN: 4032-007-905

PARCEL 28:

THE WEST 50 FEET OF LOT 32 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-902

PARCEL 29:

THE EAST 50 FEET OF THE NORTH 150 FEET OF LOT 35 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-904

PARCEL 30A:

THE EAST HALF OF LOT 33 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-903

PARCEL 31A:

THE WEST HALF OF LOT 33 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-901

PARCEL 32:

LOT 35 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE EASTERLY 50 FEET OF THE NORTHERLY 150 FEET OF SAID LOT. ALSO EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS OR OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER THE HEREIN DESCRIBED LAND, AS RESERVED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED IN BOOK 16106, PAGE 178 OF OFFICIAL RECORDS.

APN: 4032-007-900

PARCEL 33:

THE NORTH 50 FEET OF THE SOUTH 100 FEET OF LOT 25 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-903

[PARCEL 34: INTENTIONALLY DELETED]

PARCEL 35:

THE WEST 50 FEET OF LOT 27 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-908

PARCEL 36:

LOT 30 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-902

PARCEL 37:

THE EAST 50 FEET OF THE NORTH 120 FEET OF LOT 27 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-904

PARCEL 38:

LOT 26 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-907

PARCEL 39:

LOT 29 OF THE LOCKHAVEN TRACT, SHEET NO. 1, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, GAS, HYDROCARBONS, MINERALS AND FISSIONABLE SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID REAL PROPERTY TO EXTRACT SAID SUBSTANCES, AS RESERVED IN DOCUMENT RECORDED MARCH 31, 1976 AS INSTRUMENT NO. 2547 OF OFFICIAL RECORDS.

APN: 4032-008-900

PARCEL 40:

THE EAST 50 FEET OF LOT 28 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-905

PARCEL 41:

LOT 28 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE EASTERLY 50 FEET THEREOF. ALSO EXCEPT ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES OR OTHER USE

OR RIGHTS IN AND TO ANY PORTION OF THE SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION, IN DEED RECORDED AUGUST 01, 1975 AS INSTRUMENT NO. 4617 OF OFFICIAL RECORDS.

APN: 4032-008-901

PARCEL 42:

THE EAST 23.125 FEET OF THE SOUTH 139.07 FEET OF LOT 558, AND THE WEST 21 FEET OF THE SOUTH 139.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-906

PARCEL 43:

THE WEST ONE-HALF OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 165 FEET THEREOF. ALSO EXCEPT THEREFROM THE WESTERLY 21 FEET THEREOF.

APN: 4034-005-908

PARCEL 44:

THE EASTERLY 21 FEET OF THE NORTHERLY 165 FEET OF LOT 558, AND THE WESTERLY 21 FEET OF THE NORTHERLY 165 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 25 FEET THEREOF.

APN: 4034-005-912

PARCEL 45:

THE NORTH 150 FEET OF THE WEST HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-910

PARCEL 46:

THE WEST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 150 FEET THEREOF.

APN: 4034-005-902

PARCEL 47:

THE WEST 42.125 FEET OF THE EAST 63.125 FEET OF THE NORTH 165 FEET OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 25 FEET THEREOF.

APN: 4034-005-911

PARCEL 48:

THE EAST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE SOUTHERLY 139.50 FEET THEREOF.

APN: 4034-005-909

PARCEL 49:

THE WEST 40 FEET OF THE EAST 83.125 FEET OF THE SOUTH 139.07 FEET OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES,

STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-907

PARCEL 50:

THE NORTH 165 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE EASTERLY ONE-HALF THEREOF AND THE WESTERLY 21 FEET THEREOF.

APN: 4034-005-905

PARCEL 51:

THE WEST ONE-HALF OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 144 FEET THEREOF.

APN: 4034-005-904

PARCEL 52:

THE SOUTH 139.50 FEET OF THE EAST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-903

PARCEL 53:

THE NORTH 144 FEET OF THE WEST HALF OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-901

PARCEL 54A:

THE EAST 63.125 FEET OF THE SOUTH 279.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 54B:

LOT 560 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-900

PARCEL 55:

LOT 15 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-002-917

PARCEL 56:

THE WEST 73 FEET OF LOT 17 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, NAPHTHA, GAS, PETROLEUM, AND OTHER MINERAL AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED, DEPOSITED IN, LYING UNDER, OR FLOWING THROUGH, OR THAT MAY BE PRODUCED FROM SAID LAND, TOGETHER WITH ALL RIGHTS TO EXPLORE FOR AND REMOVE THE SAME AND THE EXCLUSIVE RIGHT TO MAINTAIN SHAFTS, PIPES AND OTHER MEANS OF CONNECTION TO EXPLORE FOR AND REMOVE LIKE SUBSTANCES IN OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, PLUS THE EXCLUSIVE RIGHT TO REMOVE LIKE SUBSTANCES IN ANY MANNER FROM OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, INCLUDING BUT NOT BY WAY OF LIMITATION, THE SOLE AND EXCLUSIVE RIGHT TO SLANT DRILL WELLS, THE SURFACE OR MARBLEHEAD LOCATIONS OF WHICH ARE ON OTHER LANDS, IN AND THROUGH THE SUBSURFACE OF THE SAID LAND FOR THE PRODUCTION OF ANY OR ALL WATER, OIL, NAPHTHA, GAS, PETROLEUM AND OTHER MINERALS AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED FROM SAID LAND AND

ANY OTHER PROPERTY, WHETHER ONE PRODUCING INTERVAL OF ANY SUCH WELL IS WITHIN OR OUTSIDE OF THE SUBSURFACE OF SAID LAND, AS RESERVED BY A. J. HEATHERINGTON, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED NOVEMBER 12, 1968 AS INSTRUMENT NO. 3048, IN BOOK D-4191, PAGE 694 OF OFFICIAL RECORDS.

APN: 4032-002-915

PARCEL 57:

LOT 18 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID LANDS BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DOCUMENT RECORDED APRIL 21, 1992 AS INSTRUMENT NO. 92-699236 OF OFFICIAL RECORDS.

APN: 4032-002-916

PARCEL 58:

LOT 16 AND THE EAST 27 FEET OF LOT 17 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS

EXCEPTED AND RESERVED IN DEED RECORDED MAY 16, 1991 AS INSTRUMENT NO. 91-715443 OF OFFICIAL RECORDS.

APN: 4032-002-914

PARCEL 59:

LOT 28 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY DESCRIBED HEREIN, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, BY FINAL CONDEMNATION, CASE NO. BC 002 446, RECORDED SEPTEMBER 27, 1993 AS INSTRUMENT NO. 93-1880751 OF OFFICIAL RECORDS.

APN: 4032-003-915

PARCEL 60A:

LOTS 5, 6 AND 29 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 60B:

LOTS 7 AND 8 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 60C:

LOT 9 AND THE WESTERLY 22 FEET OF LOT 10 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS

PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-003-914

PARCEL 61:

LOT 27 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-003-912

PARCEL 62:

THE SOUTH 104.58 FEET OF LOT 24 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY FREDERICK W. STOOPS AND GERTRUDE M. STOOPS IN DEED RECORDED MARCH 30, 1984 AS INSTRUMENT NO. 84-386190 OF OFFICIAL RECORDS.

APN: 4032-001-900; 4032-001-901

PARCEL 63:

THE EAST HALF, FRONT AND REAR, OF LOT 10 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-002-913

PARCEL 64:

THE EAST 50 FEET OF LOT 10 AND THE SOUTHERLY 152.04 FEET OF LOT 11, BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF

MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE SOUTHERLY 152.04 FEET OF LOT 11 BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS OF SAID COUNTY. ALSO EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON, SUBSTANCES AND MINERALS OF EVERY KIND AS RESERVED IN DEED RECORDED FEBRUARY 28, 1985 AS INSTRUMENT NO. 85-229983, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-913

PARCEL 65:

THE NORTH HALF OF LOT 11 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PE MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE NORTHERLY 152.04 FEET OF SAID LAND BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS. ALSO EXCEPT THEREFROM ALL OIL GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AS RESERVED IN DEED RECORDED FEBRUARY 28, 1985, AS INSTRUMENT NO. 85-229983, OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-914

EXHIBIT A-2

Potential Participating Parcels

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF THE LOCKHAVEN TRACT IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE SOUTHERLY 116.67 FEET THEREOF.

APN: 4032-001-039

PARCEL 2:

LOT 2 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT ANY RIGHT OF SURFACE ENTRY, AS RESERVED BY ROBERT KING SMIGEL AND SUZAN K. SMIGEL, HUSBAND AND WIFE, AS TO AN UNDIVIDED FOUR-FIFTHS INTEREST; ALVIN WEINSTEIN, AN UNMARRIED MAN, AS TO AN UNDIVIDED ONE-FIFTH INTEREST, BY DEED RECORDED MARCH 5, 1974 AS INSTRUMENT NO. 901 IN BOOK D6190, PAGE 241 OF OFFICIAL RECORDS.

APN: 4032-001-049

PARCEL 3:

THE NORTH 33 1/3 FEET OF THE SOUTH 83 1/3 FEET OF LOT 1 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-005

PARCEL 4:

THE SOUTH FIFTY (50) FEET OF LOT 1 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-006

PARCEL 5:

THE SOUTH 46 FEET OF THE NORTH 171 FEET OF LOT 23 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER MAP RECORDED IN BOOK 17 PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-033

PARCEL 6:

PARCEL 1 OF PARCEL MA NO. 21391, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 226 PAGE(S) 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-048

PARCEL 7:

THE NORTH 54.04 FEET OF LOT 25 OF TRACT LOCKHAVEN, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE(S) 87, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-001

PARCEL 8:

PARCEL A:

THE NORTH 50 FEET OF THE SOUTH 200 FEET OF LOT 25 OF LOCKHAVEN TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THE NORTH 50 FEET OF THE SOUTH 150 FEET OF LOT 25 OF LOCKHAVEN TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN(s): 4032-008-035

PARCEL 9:

THE SOUTHERLY 184.09 FEET OF THE EAST ONE HALF OF LOT 27 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-034

PARCEL 10:

THE EAST 50 FEET OF LOT 32, LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE L.A. COUNTY RECORDER.

APN(s): 4032-007-035

EXHIBIT B

List of Project Approvals

A. Resolution No. 20-105, certifying the FEIR, adopting findings and a statement of overriding considerations for significant and unavoidable impacts of the Project, and adopting a Mitigation Monitoring and Reporting Program (MMRP);

B. Resolution No. 20-106, amending the General Plan's Land Use, Circulation (Transportation) and Safety Elements;

C. Resolution No. 20-107, amending the Inglewood International Business Park Specific Plan (IIBPSP) to exclude the Property from IIBPSP requirements if developed in connection with the Project;

D. Ordinance No. 20-13 (Zoning Code Amendment), establishing regulations for the Sports and Entertainment Overlay Zone and adjusting other land use controls;

E. Ordinance No. 20-12 (Zone Change), establishing a Sports and Entertainment Overlay Zone and rezoning certain parcels within the Property;

F. Resolution No. 20-108, adopting the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines);

G. Ordinance No. 20-14, adopting amendments to Chapters 2, 3, 5, 10, and 11 of the Inglewood Municipal Code;

H. Ordinance No. 20-15, approving the Development Agreement between the City of Inglewood and Murphy's Bowl LLC; and

I. This Development Agreement.

EXHIBIT C

Public Benefits

Subject to the terms of the Agreement, the development of the Project will provide the City, its residents, and the surrounding region with the Public Benefits listed in Section 1 through Section 22 below. These Public Benefits are public benefits in excess of those otherwise having a nexus to the Project and beyond what could be expected from the Project in absence of the Agreement. Capitalized terms used in this Exhibit C and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

Creation of Local Jobs & Workforce Equity

1. **Minority/Disadvantaged Business Enterprises Participation Goals.** In the development of the Project, Developer shall require that all construction contractors have a goal to achieve participation by minority/disadvantaged business enterprises (the "**MBE/DBEs**") of at least 30% of the total value of funds awarded for contracts and subcontracts related to construction activities during the Project, with a goal of at least 50% of that 30% goal being awarded to local qualified businesses located in Inglewood, as more fully set forth in the DDA.

2. **Local Employment Opportunities.** Events at the Arena will result in additional employment opportunities for Inglewood residents and businesses. Developer, as the owner of the Arena, shall engage in the following steps with the goal of hiring qualified Inglewood residents for no less than 35% of the employment positions needed in connection with event operations at the Arena, including employment positions with Developer's contractors, subcontractors, and vendors providing services in connection with events held inside the Arena, such as food and beverage service, hospitality, and event security ("**Event Operations Providers**"): (i) upon commencement of a job search, publication of employment opportunities once each week in a newspaper of general circulation in Inglewood for at least 3 weeks (unless the job is filled sooner), and (ii) utilization of the resources and networks of the WOCP (as defined in Section 4 of this Exhibit) to identify and solicit qualified Inglewood residents. The obligations of Developer and its Event Operations Providers with respect to this goal shall be satisfied by engaging in the following activities: (i) utilization of the WOCP to identify and solicit qualified Inglewood residents; (ii) coordination with organizations such as the South Bay Workforce Investment Board, to identify and solicit qualified Inglewood residents; and (iii) funding (by Developer only) and participation in job fairs as provided in Section 3 of this Exhibit. This paragraph does not apply to Developer's contractors, subcontractors, and vendors providing services other than in connection with events held inside the Arena.

3. **Job Fairs.** Developer shall contribute a maximum of $150,000 over the lifetime of the Project in order to fund at least 4 job fairs and related advertising and promotion for those job fairs. At least one job fair shall take place 3 months prior to the commencement of construction of the Project, with the second job fair to take place no later than six months prior to the first ticketed event held after the opening of the Arena. All job fairs shall be open to the general public and include information about available employment opportunities, as well as opportunities to submit resumes and applications. Developer shall publish notice of each jobs

fair once each week in a newspaper of general circulation in Inglewood for 3 weeks prior to that job fair.

4. **Workforce Outreach Coordination Program**. In consultation with the City, Developer shall fund a Workforce Outreach Coordination Program (the "**WOCP**") in the aggregate amount of $600,000, over a period of 4 years, starting from the Effective Date. Funding for the WOCP shall include the costs of outreach and marketing, and the retention of a qualified Workforce Outreach Coordinator. Developer shall hire a local qualified Workforce Outreach Coordinator for the construction period, and shall designate a Workforce Outreach Coordinator on the Arena operations staff following completion of construction, whose job responsibilities shall include marshaling and coordinating workforce outreach, and training and placement programs for the following types of positions: (i) construction jobs, including pre-apprentice programs; (ii) employees working for Event Operations Providers; and (iii) employees working for Developer-owned and other retail operations at or around the Arena. The Workforce Outreach Coordinator shall also marshal and coordinate workforce outreach and training and placement programs by engaging in the following community outreach activities: (i) advertising available workforce programs; (ii) establishing a community resources list that includes the Inglewood Chamber of Commerce, service organizations, block clubs, community town hall meetings, and religious organizations; and (iii) notification and advertising of upcoming job opportunities and job fairs as described in this Exhibit C. The overall objectives and goals of the WOCP shall include: (i) establishing strategic community outreach partners with existing organizations such as community organizations, churches, and state and local resources; (ii) partnering with community organizations to facilitate intake and assess potential job training candidates; (iii) building working relationships with contractors, religious organizations, local political leaders and other local organizations; (iv) working with contractors to estimate the number of employment opportunities and required skills; and (v) monitoring efforts by contractors as required in this Section 4. In furtherance of these objectives, the Workforce Outreach Coordinator shall also coordinate with existing organizations, which offer employment and training programs for Inglewood residents, such as the South Bay Workforce Investment Board and other similar organizations so that the expertise of that organization is matched with the particular Project need, it being recognized that the needs of the Project and the available organizations will change over time.

5. **Job Training for Inglewood Residents**. Developer shall contribute $250,000, over a period of 5 years commencing on the Effective Date, to fund programs, managed by the South Bay Workforce Investment Board or similar organization(s) selected by Developer, that will provide job skills to Inglewood residents entering the job market.

6. **Construction Opportunities for the Formerly Incarcerated**. Developer shall contribute a total of $150,000, over a period of 3 years commencing on the Effective Date, to fund job placement programs for formerly incarcerated individuals in the building and construction trades. Funds shall be contributed to one or more community based nonprofit organizations ("**CBOs**"), shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

7. **Project Labor Agreement for Project Construction**. A large labor pool will be required to execute the work involved in the development of the Project. Towards that end,

Developer's general contractor for the Project has entered into a Project Labor Agreement ("**PLA**") with the Los Angeles/Orange County Building and Construction Trades, on behalf of its affiliate local unions and district councils. The PLA is intended to ensure that a sufficient supply of skilled craft workers are available to work throughout the Project, and that such work will proceed in a safe and efficient manner with due consideration for the protection of labor standards, wages, and working conditions.

8. **Leased Space to Inglewood Restaurant**. Developer shall make good faith efforts to lease at least one restaurant space in the Project to a qualified Inglewood business for at least one year on market terms. If the restaurant space has not been leased to a qualified Inglewood business within one year of its availability, after good faith efforts to do so, the restaurant space shall be made available for lease to the general market.

Commitments to Affordable Housing & Renter Support

9. **Funding for Affordable Housing**. Developer shall contribute, over the period from the Effective Date to the date 10 years following the issuance of the Certificate of Occupancy for the Arena, up to $75,000,000 to a fund or program, managed by a Community Development Financial Institution or a similar organization selected by Developer (a "**CDFI**"), to provide low-interest loans for the acquisition, preservation, and development of affordable and mixed-income housing in the City, and/or to acquire land for the future development of affordable and mixed-income housing. The term "affordable housing" shall mean housing deemed affordable to persons or families whose household incomes are either at or below the median household income for Los Angeles County. The CDFI shall establish guidelines for the administration of the fund or program, subject to the approval of the Developer. Developer's obligations with respect to this paragraph shall be satisfied by contributing each year amounts required for affordable housing projects meeting the guidelines and project criteria established for the program, up to a maximum of $45,000,000 in any particular year and to a maximum of $75,000,000 in total. Amounts received from loan repayments may, at the option of Developer, be reinvested in the program or returned to Developer.

10. **First-Time Homeowners Assistance**. Developer shall contribute a total of $2,500,000, over a period of 5 years commencing one year prior to the estimated issuance of the Certificate of Occupancy for the Arena, towards one or more first-time homebuyer programs (which may include down-payment assistance, homebuyer education, and credit coaching) for Inglewood residents with household incomes at or below the median income for Los Angeles County. Down-payment assistance may be structured as a recoverable grant to be repaid and recycled when a property is resold. Funds shall be contributed to one or more CBOs, government agencies, or similar organizations, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

11. **Emergency Support to Inglewood Renters and Anti-Eviction Services**. Developer shall contribute a total of $3,000,000, over a period of 5 years commencing with the issuance of the Certificate of Occupancy for the Arena, for purposes of preventing homelessness and providing legal support for families facing evictions in Inglewood. Funds shall be contributed to one or more non-profits, government agencies, or similar organizations, shall be

restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

12. **Capacity Building for Housing-Focused Non-Profits**. Developer shall contribute $250,000 in grants to help local and regional community development corporations, community development financial institutions, land banks, and other non-profits focused on housing to expand their respective operations and services for development of affordable housing in the City (e.g. hire new staff, expand office space, etc.). Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

Rehabilitation of Inglewood Public Library & Creation of Community Center

13. **Rehabilitation of Library and Creation of Community Center**. Developer shall contribute to the City a total of $6,000,000 to rehabilitate the City's Public Library as a library and community center, where members of the community can gather for group activities, social support, public information, and other purposes. Such funds shall be contributed within 60 days following the later of (i) issuance of the Certificate of Occupancy for the Arena, (ii) City approval of a plan for such rehabilitation, or (iii) demonstration by the City, to the reasonable satisfaction of Developer, that other funds are available to complete the rehabilitation. If the foregoing conditions have not been met after 3 years following the issuance of the Certificate of Occupancy for the Arena, the City may propose an alternative project for receipt and expenditure of such funding, subject to Developer's reasonable approval, to further similar purposes.

Support for Inglewood Youth and Education

14. **After School Tutoring for Inglewood Students**. Developer shall contribute a total of $4,000,000, over a period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for after school tutoring programs for Inglewood students. Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

15. **Youth Innovation and Design Camps**. Developer shall contribute a minimum of $500,000, over the period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for purposes of developing and operating coding, science, technology, and engineering camps and programs for Inglewood students. Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

16. **Keeping Inglewood Students in School.** Developer shall contribute a minimum of $2,750,000, over the period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for purposes of discouraging Inglewood high school students from dropping out of school. Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

17. **Opening Pathways to College for Inglewood Students**. Developer shall contribute up to $1,000,000, over a period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for purposes of expanding counseling services and support for students seeking a post-secondary education. Funds shall be contributed to one or more CBOs shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

18. **College Scholarships for Inglewood Students**. Developer shall contribute a minimum of $4,500,000, over the period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for purposes of providing scholarships to eligible low-income students in the Inglewood United School District that are accepted to either a 2-year or 4-year colleges. Funds shall be contributed to one or more CBOs or similar organizations, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

Support for Inglewood Seniors

19. **Resources for Inglewood Seniors**. Developer shall contribute a total of at least $500,000, over a period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, to fund social and educational programs at the Inglewood Senior Center. Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

Improving Inglewood Parks

20. **Renovating Public Basketball Courts**. Developer shall contribute $300,000, over a period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, to renovate public basketball courts in Inglewood. Funds shall be contributed to one or more government agencies or CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

Community Engagement & Collaboration

21. **Use of Arena for Charitable Causes.** Upon the City's issuance of the Certificate of Occupancy for the Arena, Developer shall provide City, local schools, youth athletic programs, or a local community-based charitable organization designated by the City (each a "**Community Group**") use of the Arena for up to 10 days per calendar year (each a "**Community Event**"), on days that the Arena or surrounding facilities are available. Any use of the Arena that is not a major sporting event typically held in an arena or stadium shall be subject Developer's approval. Community Events shall not exceed a one-day period unless otherwise approved in writing by Developer, which shall not be unreasonably withheld, conditioned, or delayed. Community Events shall not be designed to earn a profit or otherwise compete with the operations or booking opportunities of the Arena as determined by Developer in its sole discretion. There shall be no more than 2 Community Events in each calendar month. The purpose of this provision is to allow the community reasonable access to the Arena and

surrounding facilities. Developer shall provide such use of the Arena and surrounding facilities at no cost to the Community Group; *provided, however*, that each such Community Group shall procure event insurance, indemnify Developer for liability arising out of the Community Group's use of the Arena and bear the actual out-of-pocket expenses as reasonably required and incurred by Developer in connection with the usage of the Arena or surrounding facilities, including but not limited to security, food and beverage (if utilized), insurance, clean-up and trash removal, ushers, ticket-takers, and stagehands (the "**Event Expenses**"). The Community Group shall not charge an admittance fee or set ticket prices or secure sponsorship or grants in excess of the good faith estimated amounts necessary for the Community Group to recoup the Event Expenses; *provided, however*, that notwithstanding the foregoing, a Community Group will not be in violation of this section if actual ticket sales exceed the estimated amount of ticket sales. The Community Group and Developer shall enter into a rental agreement that shall govern the Community Event. Developer shall provide an estimate of the expected Event Expenses for the Community Group's review and approval prior to entering into any rental agreement. Developer shall also consult with the City regularly regarding any changes to such estimate. The rental agreement shall contain the Developer's then-current standard terms and conditions that the Arena requires of all users, including but not limited to the material terms that are listed on Exhibit C-1. The obligation of Developer under this paragraph shall not apply during any times a Permitted Delay is in effect, during any times that the Arena is closed for material renovations or repairs, or if, subject to the provisions of the Public Use Restriction, the Arena is no longer being operated as contemplated in this Agreement.

22. **Access to NBA Games for Community Groups.** Following the City's issuance of the Certificate of Occupancy for the Arena, Developer shall dedicate an average of 100 general admission tickets to every Los Angeles Clippers basketball home game at the Arena during the regular season for use by a Community Group at no charge.

EXHIBIT C-1

FORM OF COMMUNITY EVENT RENTAL AGREEMENT

TICKETING: Developer or Developer's ticketing agent will make all ticket sales for a Community Event, and such ticket sales will be subject to facility fee and convenience charges.

RENT: Developer will not charge Community Group any fee for the use of the Arena or surrounding facilities (collectively, the "Arena") for any Community Event.

EXPENSES AND SETTLEMENT:

- Developer and Community Group shall agree in advance and in writing as to the requirements and the budget for any Community Event (the "Budget"). Community Group will be responsible for reimbursing Developer for all expenses and costs incurred in connection with the Community Event for such personnel, services, equipment, and/or materials that Developer deems to be reasonably required based on the Community Event requirements described in the Budget (the "Community Event Expenses"). Community Event Expenses for labor will be subject to any applicable union minimum requirements and will include full reimbursement for Developer's wage, fringe benefit, payroll tax, and other labor-related expenses associated with the Community Event (and Community Event Expenses for goods or services rented or purchased from a third party will be at the actual costs incurred by Developer). Community Event Expenses will be paid by Community Group to Developer at the conclusion of each Community Event, unless Developer requests Community Group to pay reasonably estimated Community Event Expenses prior to the Community Event.

- During the end of any Community Event or at another mutually agreed time, the parties will conduct a financial accounting and settlement of the Community Event Expenses where the amounts owed to each party in respect of the Community Event will be reconciled and paid, if applicable.

INDEMNITY: The rental agreement will include indemnification provisions consistent with the following:

- Community Group will indemnify, defend, and hold harmless Developer, and their owners and partners and all of their respective parent and affiliated entities, whether direct or indirect, and all directors, officers, employees, agents, licensees, contractors, and successors and assigns of any of the foregoing (collectively, the "Affiliates"), as well as any parties appearing in the Community Event (collectively the "Indemnified Parties"), from and against any and all claims, liabilities, losses, damages, judgments, settlement expenses, costs and expenses whatsoever, including court costs, attorneys' fees and related disbursements, whether incurred by Developer in actions involving third parties or in actions against Community Group for claims (individually, a "Loss" and collectively, the "Losses") arising out of or in connection with: (i) the breach by Community Group of any of its agreements or covenants under the rental agreement; (ii) the truthfulness of its representations and warranties under the rental agreement; (iii) the conduct and

presentation of the Community Event; and (iv) the use of the Arena, or any part thereof, in connection with the conduct/presentation of the Community Event, or any preparation for or move-in or move-out of the Community Event, including areas utilized by guests attending the Community Event, escalators, elevators, stairs, seating areas, lavatories, restaurant and concession areas and all areas and facilities utilized for ingress and egress of guests. Without limiting the foregoing, Community Group will defend, indemnify, and hold harmless the Indemnified Parties for any damage to the Arena, whether caused by Community Event participants, production personnel, patrons or otherwise. All repairs to the damaged property of Developer will be made by firm(s) designated by Developer. The charges for such services will not exceed the charges generally prevailing for comparable services.

INSURANCE: Community Group will maintain at its expense insurance in connection with any Community Event acceptable to Developer (and consistent with Developer's requirements under its standard rental agreements for the Arena). As requested by Developer, Community Group will deliver to Developer certificates satisfactory to Developer evidencing such insurance and naming Developer and its Affiliates and such other parties reasonably requested by Developer as additional insureds.

OTHER: The parties will enter into a rental agreement for each Community Event consistent with these terms and conditions and including such other representations, warranties, covenants, terms and conditions contained in Developer's standard rental agreements for the Arena.

Moreover, the rental agreement shall contain Developer's then-current standard terms and conditions that the Arena offers to third party users; provided however, all such terms and conditions, including any indemnity or insurance obligations of the Community Group, shall be consistent with and subject to the principles of this Exhibit and California law.

EXHIBIT D

Applicable Exactions

1. Public Art For New Construction (Inglewood Municipal Code ("IMC") § 11-141), as set forth in Section 7.3.3 of this Agreement

2. Parking Tax (IMC § 9-19), as set forth in Section 7.2.2 of this Agreement

3. Admissions Tax (IMC § 9-6), as set forth in Section 7.2.1 of this Agreement

4. Gross Receipts Tax (IMC § 8-23)

5. Utility Users Tax (IMC § 9-69)

6. Nonresidential Construction Tax (IMC § 9-123)

7. Real Property Transfer Tax (IMC § 9-42), as set forth in Section 7.2.5 of this Agreement

EXHIBIT E

Intentionally Omitted

EXHIBIT F

Conditions of Approval for Access and Maintenance of Plaza

1. Commitments for Plazas. Developer shall record a covenant specifying the area of a publicly accessible plaza and that such area is for the use, enjoyment, and benefit of the public, which shall be operated in accordance with the conditions set forth herein for the life of the Arena. The building permit application for the Plaza shall show where the Plaza may be located. Subject to approval of a revised building permit application, the area and configuration of the Plaza may be modified from time to time consistent with the requirements of the SEC Design Guidelines. The Plaza shall include a variety of amenities which may include landscape, hardscape, benches and other seating areas, architectural and directional signage, passive recreation (e.g., water fountains, kiosks with items for sale, stages for entertainment, other seasonal entertainment, seating areas for restaurant dining and service of alcohol in specified areas), and a recreational basketball court. Designated portions of the Plaza may be used for outdoor restaurants or food and beverage areas in accordance with the Project Approvals.

2. Maintenance Standard. The Plaza shall be operated, managed, and maintained in a neat, clean, attractive and safe condition in accordance with the intended use thereof.

3. Hours of Operation. The Plaza shall be open and accessible to the public, at a minimum, between 9:00 a.m. and sunset, 7 days per week, except as provided herein or as approved in writing by the City. Developer, in its sole discretion, may close or restrict access to the Plaza as required to accommodate any Special Events (as defined below) or temporary closing in the event of an emergency or to undertake repairs or maintenance, as further described below. The Plaza may be open for employees, invitees, or guests at times when it is closed to the general public. No Person shall enter, remain, stay or loiter on the Plaza when it is closed to the public, except Persons authorized in conjunction with Special Events, or temporary closures as permitted or authorized service and maintenance personnel.

4. No Discrimination. Developer covenants that there shall be no discrimination against, or segregation of, any Person, or group of Persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure, or enjoyment of the Plaza.

5. Temporary Closure and Special Events.

(a) Emergencies and Repairs. Developer shall have the right, without obtaining the consent of the City or any other Person, to temporarily close the Plaza, or to limit access to specifically authorized Persons, at any time and from time to time for any one or more of the following:

(i) In the event of an emergency, or danger to the public health or safety created from whatever cause (e.g., flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest or unlawful assembly), Developer may temporarily close the Plaza (or affected portions thereof) for the duration thereof, in any manner

deemed necessary or desirable to promote public safety, security, and the protection of Persons and property.

(ii) Developer may temporarily close the Plaza (or applicable portion thereof) to repair or maintain the Plaza, as Developer may deem necessary or desirable, and during such times as may be necessary to perform such repairs or maintenance.

(b) Special Events. Developer shall have the right, without obtaining the consent of the City or any other Person, to temporarily close all or portions of the Plaza to the public for a period of up to 24 consecutive hours (or such longer period as may be required in order to comply with security standards and best practices, including without limitation those adopted by the NBA) in connection with ticketed events at the Arena or the use of the Plaza for private events, such as promotional events, private parties, weddings, celebrations, receptions, and assemblies (collectively, "Special Events"). The City acknowledges that before, during, and after Special Events, including all NBA games, access to the Plaza may be restricted to ticketed attendees of the event. Security screening for Special Events is planned to take place at the perimeter of the Plaza, or at other locations as Developer deems desirable, such that access to the Plaza may be limited to ticketed attendees of the event and personal property may be restricted in accordance with security standards and best practices, including without limitation those adopted by the NBA.

(c) Public Events. Developer may establish reasonable content-neutral rules and regulations for the use of the Plaza, including uses in connection with parades, gatherings, and assemblies that do not require the closure of the Plaza to the public (collectively, "Public Events").

6. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any Person or Persons who create a public nuisance, who otherwise violate the applicable rules and regulations, or who commit any crime including, without limitation, infractions or misdemeanors in or around the Plaza.

7. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on the Plaza deemed to be an obstruction, interference, or restriction of use of the Plaza for the purposes set forth in this Exhibit, including, but not limited to, personal belongings or equipment abandoned on the Plaza during hours when public access is not allowed consistent with this Exhibit.

8. Project Security During Periods of Non-Access. Developer shall have the right to block off the Plaza or any portion thereof, and to install and operate security devices and to maintain security personnel to prevent the entry of Persons or vehicles during the time periods when public access is not allowed consistent with this Exhibit.

9. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be used on any portion of the Plaza at any time, either temporarily or permanently, unless such structure is approved by Developer, provided that

Developer may permit the use of temporary tents, booths, and the like in connection with Public Events or Special Events.

10. Signs. Developer shall post on-site Project signs at the major public entrances of the Plaza setting forth applicable regulations permitted by this Exhibit, hours of operation, and a telephone number to call regarding security, management, or other inquiries.

11. Limitation on Other Uses. The use of any portion of the Plaza by the public or any Person for any purpose or period of time shall not be construed, interpreted, or deemed to create any rights or interests to or in the Plaza. The ability of the public or any Person to use the Plaza or any portion thereof shall not be an implied dedication or create any third party rights or interests. The Developer expressly reserves the right to control the manner, extent and duration of any such use consistent with the terms hereof.

EXHIBIT G

Form of Assignment and Assumption Agreement

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:

(Space Above for Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("**Assignment**") is made as of [_____], by and between MURPHY'S BOWL LLC, a Delaware limited liability company ("**Assignor**"), and [_____], a [_____] ("**Assignee**"), with reference to the following facts:

A. Assignor owns certain real property and certain improvements located thereon, known as [_____], located at [_____] in the City of Inglewood, California (the "**Property**"), more particularly described in **Exhibit G-1** attached hereto and incorporated herein by this reference.

B. The City of Inglewood, a municipal corporation ("**City**"), and Assignor entered into that certain Development Agreement dated [____], (the "**DA**"), recorded on [_____] as Instrument No. [_____] in the Official Records of the Los Angeles County, California.

C. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated [_____] (the "**Purchase Agreement**") whereby a portion of the Property will be sold to Assignee (the "**Assigned Property**") as identified and described in **Exhibit G-2** attached hereto and incorporated herein by this reference.

D. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume, all of Assignor's right, title, and interest as the Developer under the DA with respect to the Assigned Property subject to the terms and conditions of this Assignment.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions below, it is agreed:

1. Assignor assigns and transfers to Assignee, all of Assignor's right, title and interest accruing to the Developer under the DA as to the Assigned Property, subject to the terms, covenants and restrictions set forth in the DA.

2. Assignee shall assume all of the obligations under the DA as to the Assigned Property and observe and fully perform all of the duties and obligations of Assignor under the DA as to the Assigned Property, and to be subject to the terms and conditions thereof, it being the express intention of both Assignor and Assignee that, upon execution of this Assignment and conveyance of the Property to the Assignee, Assignee shall become substituted for Assignor as "Developer" and "Party" under the DA as to the Assigned Property and the Assignor shall be unconditionally and irrevocably released therefrom as to the Assigned Property from and after the date hereof consistent with the terms and conditions of this Assignment.

3. Assignor warrants and represents to Assignee that Assignor has full right and authority to make this Assignment and vest in Assignee the rights, interests, powers, and benefits hereby assigned.

4. Assignee warrants and represents to Assignor that Assignee has full right and authority to execute this Assignment.

5. This Assignment is expressly conditioned upon the closing of the transaction contemplated in the Purchase Agreement.

6. This Assignment is not intended as a mortgage or security device of any kind.

7. Notwithstanding anything to the contrary contained herein, the assumption by Assignee of any obligations pursuant to this Assignment is not, and shall not be construed to be, for the benefit of Assignor, and under no circumstances shall Assignor or any affiliate of Assignor have any liability to Assignee with respect to such assumed obligations or otherwise.

8. This Assignment may be executed in counterparts which taken together shall constitute one and the same instrument.

9. The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

10. Assignor and Assignee covenants that it will, at any time and from time to time, execute any documents and take such additional actions as the other, or its respective successors or assigns, shall reasonably require in order to more completely or perfectly carry out the transfers intended to be accomplished by this Assignment.

11. This Assignment shall be construed and interpreted in accordance with the laws of the State of California.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

"ASSIGNOR"

MURPHY'S BOWL LLC,
a Delaware Limited liability company

_____
Name:
Title:

"ASSIGNEE"

[_____]

_____
Name:
Title:

ACKNOWLEDGED AND AGREED:
"CITY" [IF REQUIRED]

CITY OF INGLEWOOD,
a municipal corporation

By: _____
_____, Mayor

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney

APPROVED:

By:_____
City Special Counsel

EXHIBIT G-1
TO
ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the County of Los Angeles, State of California, described as follows:

EXHIBIT G-2
TO
ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF THE ASSIGNED PROPERTY

Real property in the County of Los Angeles, State of California, described as follows:

EXHIBIT H-1

Greenhouse Gas Emissions Condition of Approval

In accordance with California Public Resources Code Section 21168.6.8(j), Mitigation Measures 3.7-1(a) and 3.7-1(b) as set forth in the MMRP, and in addition to otherwise being provided for in the Agreement, the Project shall comply with the following condition of approval:

Developer shall comply with Mitigation Measure 3.7-1(a), as set forth in the MMRP, including the preparation of a GHG Reduction Plan. The GHG Reduction Plan shall include implementation of all measures set forth under Section 2.A of Mitigation Measure 3.7-1(a), Project Design Features 3.2-1 and 3.2-2 as identified in the FEIR, and Mitigation Measures 3.2-2(b) and 3.14-2(b) as set forth in the MMRP.

The GHG Reduction Plan shall also include implementation, by the end of the first NBA regular season or June of the first NBA regular season, whichever is later, during which an NBA team has played at the Arena, of all Mitigation Measures set forth in the MMRP that are specific to the operation of the Arena, and of the following on-site measures:

- *Solar Photovoltaic System.* Installation of a 700-kilowatt (kW) solar photovoltaic system, generating approximately 1,085,000 kW-hours of energy annually.
- *IBEC Smart Parking System.* Installation of systems in the on-site parking structures serving the Project to reduce vehicle circulation and idle time within the structures by more efficiently directing vehicles to available parking spaces.
- *IBEC On-Site Electric Vehicle Charging Stations.* Installation of a minimum of 330 electric vehicle charging stations (EVCS) within the 3 on-site parking structures serving the Project for use by employees, visitors, event attendees, and the public.
- *IBEC Zero Waste Program.* Implementation of a waste and diversion program for operations of the Project, with the exception of the hotel, with a goal of reducing landfill waste to zero. Effectiveness of the program shall be monitored annually through the U.S. Environmental Protection Agency's Waste Wise program or a similar reporting system.
- *Renewable Energy.* Reduction of GHG emissions associated with energy demand of the Project Arena that exceeds on-site energy generation capacity by using renewable energy consisting of purchase of electricity for onsite consumption through the Southern California Edison (SCE) Green Rate, SCE's Community Renewables Program, similar opportunities for renewable electricity that could emerge in the future and/or, if available after approval by applicable regulatory agencies, on-site use of renewable natural gas. Such renewable energy shall be used during Project operations for a period sufficient to achieve no less than 7,617 MT CO2e.

The GHG Reduction Plan shall also include implementation, prior to issuance of grading permits, of the following off-site measures:

- *City Municipal Fleet Vehicles ZEV Replacement.* Entry into an agreement with the City to cover 100% of the cost of replacement of 10 municipal fleet vehicles that produced

GHG emissions with Zero-Emissions Vehicles (ZEVs) and related infrastructure (e.g., EVCS) for those vehicles.

- *ZEV Replacement of Transit Vehicles Operation Within the City.* Entry into an agreement with the City to cover 100% of the cost of replacement of 2 transit vehicles that operate within the City that produce GHG emissions with ZEVs and related infrastructure (e.g., EVCS) for those vehicles.
- *Local Electric Vehicle Charging Stations in the City.* Entry into agreements to install 20 EVCS at locations in the City available for public use for charging electric vehicles.
- *City Tree Planting Program.* Develop or enter into partnerships with existing organizations to develop a program to plant 1,000 trees within the City.
- *Local Residential EV Charging Units.* Implement a program to cover 100% of the cost of purchasing and installing 1,000 electric vehicle charging units for residential use in local communities near the Project site. Residents in the City and surrounding communities who purchase a new or used battery electric vehicle shall be eligible to participate in the program. City residents shall be given priority for participation in the program. Eligibility requirements and administration of the program shall ensure that only households that do not already own an electric vehicle participate in the program.

Developer shall submit documentation that the on- and off-site measures identified above have been implemented to the City, with copies provided to the California Air Resources Board.

Developer shall achieve any remaining GHG emissions reductions necessary, as estimated in the GHG Reduction Plan, through GHG reduction co-benefits of NOx and $PM_{2.5}$ emissions reductions measures required by Condition of Approval H-2, co-benefits of Project Design Features 3.2-1 and 3.2-2 and Mitigation Measures 3.2-2(b) and 3.14-2(b), and the purchase of carbon offset credits issued by an accredited carbon registry, such as the American Carbon Registry, Climate Action Reserve, or Verra. All carbon offset credits shall be permanent, additional, quantifiable, verifiable, real, and enforceable and shall meet all requirements for carbon offset credits set forth in Mitigation Measure 3.7-1(a). Contracts to purchase carbon offset credits for construction emissions shall be entered into prior to the issuance of grading permits, and contracts to purchase carbon offset credits for operational emissions shall be entered into prior to the issuance of the final certificate of occupancy for the Project. Copies of the contracts will promptly be provided to the California Air Resources Board, the Governor's Office, and the City.

Developer shall comply with Mitigation Measure 3.7-1(b), as set forth in the MMRP, including the preparation of an Annual GHG Verification Report, which may be submitted to the City concurrently with the annual review of compliance with the Development Agreement and/or with the submittal of the annual Transportation Demand Management Program monitoring report to the City Traffic Engineer. The annual Development Agreement review shall include a review of compliance with Public Resources Code Section 21168.6.8(a)(3)(B).

EXHIBIT H-2

Air Pollutant Emissions Reduction Condition of Approval

The Project shall comply with the following condition of approval, with respect to which City staff have consulted with the South Coast Air Quality Management District ("SCAQMD"):

Developer shall implement measures that will achieve criteria pollutant and toxic air contaminant reductions over and above any emission reductions required by other laws or regulations in communities surrounding the Project consistent with emission reduction measures that may be identified for those communities pursuant to Section 44391.2 of the Health and Safety Code.

These measures shall achieve reductions of a minimum of 400 tons of oxides of nitrogen ("NOx") and 10 tons of PM2.5, as defined in Section 39047.2 of the Health and Safety Code, over 10 years following the commencement of construction of the Project. Of these amounts, reductions of a minimum of 130 tons of NOx and 3 tons of PM2.5 shall be achieved within the first year following commencement of construction of the Project. The reductions required pursuant to this paragraph are in addition to any other requirements imposed by other laws.

If Developer can demonstrate and verify to SCAQMD that it has invested at least $30,000,000 to achieve the requirements of this condition of approval, the requirements of this condition shall be deemed met, so long as one-half of the reductions set forth above (i.e., reductions of 200 tons of NOx and 5 tons of PM2.5 over ten years following the commencement of Project construction, of which reductions a minimum of 65 tons of NOx and 1.5 tons of PM2.5 shall be achieved within the first year following commencement of Project construction) are met.

Greenhouse gas emissions reductions achieved under this condition of approval shall count toward Developer's obligations set forth under Exhibit H-1, Greenhouse Gas Emissions Condition of Approval.

EXHIBIT H-3

TDM Program Conditions of Approval

Developer shall comply with Mitigation Measures 3.7.1(a) and 3.14-2(b), as set forth in the MMRP, providing for the preparation and implementation of a Transportation Demand Management Program (TDM Program) that would include strategies, incentives, and tools to provide opportunities for non-event employees and patrons as well as event attendees and employees to reduce single-occupancy vehicle trips and to use other modes of transportation besides automobile to travel to basketball games and other events hosted at the Project.

Mitigation Measures 3.7.1(a) and 3.14-2(b) require that the TDM Program include certain requirements identified in the Measures as TDM 1 through TDM 9 (the "TDM Program Elements"). For example, TDM 2 requires that the TDM Program provide for connectivity to the existing and future Metro Rail Stations and take advantage of the transportation resources in the area. Initially, this is contemplated to be achieved by implementation of a dedicated shuttle service the "IBEC Shuttle Service"), using an estimated 27 shuttles with a capacity of 45 persons per shuttle, from the Green Line at Hawthorne Station, Crenshaw/LAX Line at AMC/96th Station, and Crenshaw/ LAX Line at Downtown Inglewood station.

The Mitigation Measures also require the TDM Program to include an ongoing program to monitor each of the TDM Program Elements. The monitoring program shall collect data on the implementation of each specific TDM strategy, and shall assess the extent to which the TDM Program is meeting demand for alternative forms of transportation, and reducing vehicle trips and reliance on private automobiles. A monitoring report shall be prepared not less than once each year. The report shall evaluate the extent to which the TDM Program encourages employees to reduce single occupancy vehicle trips and to use other modes of transportation besides automobile to travel to basketball games and other events hosted at the Project. The monitoring report may be submitted to the City Traffic Engineer concurrently with the annual review of compliance with the Development Agreement and shall also be provided to the State of California Office of Planning and Research (through 2030).

In addition, in accordance with California Public Resources Code Section 21168.6.8(k), the TDM Program will meet certain minimum requirements (the "AB987 TDM Requirements"), generally described as follows:

> (i) upon full implementation, the TDM Program will achieve and maintain a 15% reduction in the number of vehicle trips, collectively, by attendees, employees, visitors, and customers as compared to operations absent the TDM Program;
>
> (ii) to accelerate and maximize vehicle trip reduction, each measure in the TDM Program shall be implemented as soon as feasible, so that no less than a 7.5% reduction in vehicle trips is achieved and maintained by the end of the first NBA season during which an NBA team has played at the Arena;

(iii) a 15% reduction in vehicle trips shall be achieved and maintained as soon as possible, but not later than January 1, 2030. The applicant shall verify achievement to the lead agency and the Office of Planning and Research; and

(iv) if the applicant fails to verify achievement of the reduction require by clause (iii), the TDM Program shall be revised to include additional feasible measures to reduce vehicle trips by 17%, or, if there is a rail transit line with a stop within 0.25 miles of the arena, 20%, by January 1, 2035.

The TDM Program is expected to be revised and refined as monitoring is performed, experience is gained, additional information is obtained regarding the Project transportation characteristics, and advances in technology or infrastructure become available. Changes to the TDM Program are subject to review and approval by the City Traffic Engineer to ensure that the TDM Program, as revised, is equally or more effective in addressing the TDM Program Elements.

With the annual monitoring report, or within 60 days following the submission of the monitoring report, either the Developer or the City Traffic Engineer may also, in consultation with the other, propose revisions or refinements to the TDM Program. Any such revisions or refinements to the TDM Program shall (i) take into account the monitoring results as well as advances in technology or infrastructure, including any expanded public transit capacity, that may become available, (ii) be equally or more effective in addressing the TDM Program Elements and the AB 987 TDM Requirements in a cost efficient manner. Revisions and refinements of the TDM Program proposed by the Developer shall be subject to the approval of the City Traffic Engineer consistent with the foregoing standards. Revisions and refinements of the TDM Program proposed by the City Traffic Engineer shall be subject to the approval of the Developer consistent with the same standards. Developer and City specifically acknowledge that in the future there may be an effort to expand public transit in the vicinity of the Project site, including increased connectivity between the Project and Metro Stations. Should that occur, the City and Developer specifically acknowledge that it may be appropriate, to the extent consistent with the standards for revision and refinement of the TDM Program set forth above, to shift TDM resources, such as resources that would otherwise be devoted to operation of the IBEC Shuttle Service, estimated in the amount of $1.5 to $2.5 million annually, to support operation of expanded public transit providing equally, or more effective connectivity between the Project and Metro Stations. At the request of the City, Developer agrees to negotiate in good faith with respect to the terms of a separate agreement that would shift TDM resources, to the extent consistent with the standards set forth above for revisions and refinements of the TDP Program, so as to provide a reliable source of funding for the operation of such expanded public transit capacity.

EXHIBIT 3

EXECUTION COPY

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301
Attn: City Clerk

12-057

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF INGLEWOOD,

MSG FORUM, LLC,

AND

THE FORUM ENTERPRISES, INC.

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DEVELOPMENT AGREEMENT
(THE FORUM)

This Development Agreement (this "**Agreement**") is entered into as of this __ day of May, 2012, by and among the **CITY OF INGLEWOOD**, a municipal corporation ("**City**"), and **THE FORUM ENTERPRISES, INC.**, a Delaware corporation ("**FEI**"), and **MSG FORUM, LLC**, a Delaware limited liability company ("**MSG**", and collectively with FEI, "**Landowner**"). City and Landowner and their respective Transferees and assigns are hereinafter collectively referred to as the "**Parties**" and singularly as "**Party**."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the "**Development Agreement Statute**"), which authorizes City and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application. The purpose of the Development Agreement Statute is to authorize municipalities, in their discretion, to establish certain development rights for a period of years regardless of intervening changes in land use regulations.

B. Landowner. FEI is a corporation incorporated under the laws of the State of Delaware and is in good standing thereunder and is qualified to do business in the State of California. MSG is a limited liability company organized under the laws of the State of Delaware and is in good standing thereunder and is qualified to do business in the State of California.

C. Property. MSG, MSG Holdings, L.P., a Delaware limited partnership ("**MSG Parent**"), and FEI are parties to that certain Asset Purchase Agreement dated August 12, 2011 (as amended, the "**Purchase Agreement**"), whereby MSG has the right to purchase from FEI (pursuant to and subject to the terms and conditions of the Purchase Agreement) the real property composed of a venue commonly known as the Forum (the "**Forum**" or the "**Building**"), together with adjacent surface parking lot, containing in the aggregate approximately 29.5 acres, located in the City of Inglewood, County of Los Angeles, and therefore holds a legal or equitable interest in that real property more particularly described in Exhibit A attached hereto (the "**Property**"). Landowner represents that all Persons holding legal or equitable interests in the Property shall be bound by this Agreement.

D. Need for Mutual Agreements Regarding Project. The Forum is a potentially historic landmark that has been used as a large-scale sports and entertainment venue since its completion in the late 1960s. More than a decade ago, the major sports teams that occupied the Forum departed from City, causing the reduction of the economic and other public benefits previously associated with the operation of the Forum. City has determined that it is in the best interests of City to encourage the productive renovation of the Forum and secure a commitment to the long-term operation of the Forum so that it can be preserved as a resource and serve as a

catalyst for the economic revitalization of City. Landowner has identified a need within the community for a large state-of-the-art venue serving the City of Inglewood and surrounding communities. To ensure its competitiveness with other venues in Southern California, the Forum requires significant conservation, enhancement, renovation, restoration, remediation and rehabilitation (the "**Rehabilitation Improvements**"), which due to the possible significance of the Property will be undertaken in conjunction with the terms and conditions of this Agreement, that certain Owner Participation Agreement (the "**OPA**") by and among MSG, FEI, and City dated January 30, 2012 (on file with the City Clerk as Document No. 12-007) and the Secretary of the Interior's Standards and Guidelines for Rehabilitating Historic Buildings ("**Secretary of the Interior's Guidelines**") in order to avoid potential adverse impacts affecting the Forum and the Property as a whole. The completion of the Rehabilitation Improvements of the Forum will require a significant public investment by the City, and private investment by Landowner and, in connection therewith, certain assurances must be provided by Landowner with respect to completion of the Rehabilitation Improvements and use and operation of the Forum as a state-of-the-art venue during the term of this Agreement.

E. Application for Project. Consistent with City's and Landowner's mutual goal of restoring, rehabilitating and re-positioning the Forum as a state-of-the-art venue and securing a commitment to its long-term use and operation, Landowner, submitted an application requesting approval of (i) a Special Use Permit which was granted by the Planning Commission on April 25, 2012 permitting alcoholic beverage sales within designated exterior portions of the Property and/or the expansion of the existing floor area in which distilled spirits are sold (the "**Special Use Permit**"); (ii) a Zoning Ordinance amendment to establish an overlay zone to permit the redesigned Forum signage, including off-site signage as more particularly described in the Signage Plan, within the C-R (Commercial and Recreation) zone (the "**Signage Overlay Zone Ordinance**"); and (iii) a Zone Change to permit proposed signage on the Forum site (the "**Zone Change**"), together with approval of other on-site improvements contemplated by or embodied within the Project Approvals (as defined below), as they may later be further refined, amended, enhanced or modified in accordance with this Agreement.

F. Planning Commission Public Hearing. On April 25, 2012, at a duly noticed public hearing, the Planning Commission of the City of Inglewood, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement. The Planning Commission, by Resolution No. 1650, (a) recommended that the City Council approve this Agreement; and (b) approved the Special Use Permit by Resolution No. 1649, recommended by Resolution No. 1646 that the City Council approve the Signage Overlay Zone Ordinance after making the findings required under the Inglewood Municipal Code, recommended by Resolution No. 1647 that the City Council approve the Code Amendment to permit signage in the public right-of-way after making the findings required under the Inglewood Municipal Code, and approved the Zone Change by Resolution No. 1648.

G. Environmental Review. As the lead agency for purposes of CEQA, the City has determined that: (i) the Project (as defined below) qualifies for a CEQA Categorical Exemption under the Class 1 - Existing Facilities; Class 11 – Accessory Structures; and Class 23 - Normal Operations for Facilities for Public Gatherings exemptions found in the CEQA Guidelines; and (ii) none of the possible exceptions to Categorical Exemptions found in the CEQA Guidelines

apply to the Project. Specifically, without limiting the foregoing, the City has determined that the proposed rehabilitation activities are consistent with the Secretary of the Interior's Guidelines, and therefore will not cause a substantial adverse change in the significance of an historical resource if the Forum were determined to be such an historical resource.

H. Project and Project Approvals. The Parties acknowledge that obtaining the approvals set forth on Exhibit H attached hereto and incorporated herein (collectively, the "**Project Approvals**") is necessary for the conservation, restoration, rehabilitation, use, operation and enhancement of the Forum (the "**Project**") located on the Property, and such Project Approvals have been granted and are the subject of this Agreement.

I. Agreement Consistent with the General Plan. Having duly examined and considered this Agreement and having properly noticed and held public hearings hereon, City has found that this Agreement complies with the Government Code Section 65867.5 requirement of general plan consistency.

J. City Determination. This Agreement is voluntarily entered into by the Parties in consideration of the benefits to and the rights created in favor of each of the Parties and in reliance upon the various representations and warranties contained herein. As such, City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will secure the appropriate commitments for the benefit of the public and eliminate uncertainty in City's land use planning and permitting process and assure that Landowner may plan to use and operate the Property as a venue with certainty as to the installation of necessary improvements appropriate to the Project, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. In order to enable Landowner to expend the necessary sums to prepare the plans referred to in this Agreement and to pursue other development work associated with the Project, both Landowner and City desire to provide certainty through this Agreement with respect to specific development, use and operational criteria to be applicable to the Property in order to provide for appropriate utilization of the Property in accordance with sound planning principles.

K. Public Benefits Provided Pursuant to the Development Agreement. The City Council determined that the development of the Project will afford City, its residents and the surrounding region with the following primary benefits (all as set forth in more detail in Sections 13 and 14 of this Agreement). The City Council finds and declares that the first through the sixth benefits are public benefits in addition to those otherwise having a "nexus" to the proposed development, and beyond the public benefits which could be expected from the Project in absence of this Agreement (the "**Substantial Public Benefits**"):

K.1 A commitment by Landowner, in accordance with the terms and conditions of the OPA, to expend at least $50 Million (including certain loan proceeds made available by the City pursuant to the OPA to finance certain hard and soft costs, but exclusive of the purchase price under the purchase agreement) to complete the Rehabilitation Improvements in accordance with the terms and conditions of the OPA and the Secretary of the Interior's Guidelines so as to create a state-of-the-art venue serving the City of Inglewood and surrounding communities, as more particularly described in Section 14.1.

K.2 A long-term commitment by Landowner to sell an average of 300,000 Tickets per Performance Year, thereby generating tax revenue for City and creating jobs for the community, subject to and as more particularly described in Section 13.

K.3 A commitment to encourage participation in the development of the Project and the rehabilitation of the Property by minority/disadvantaged business enterprises (the "**MBE/DBEs**") and a commitment to hold job fairs at the Property so that local residents can share in the economic benefits relative to completion of the Rehabilitation Improvements and operations at the Project, each subject to and as more particularly described in Section 14.3.

K.4 Use of the Forum by City or a City-recognized local community-based charitable organization up to fifteen (15) days per year at no cost to City other than actual out-of-pocket event expenses incurred by Landowner, as more particularly described in Section 14.2.

K.5 Use of the Property parking lot (when not being used for scheduled Forum events) rent-free for a farmers' market, subject to and as more particularly described in Section 14.4.

K.6 A commitment to work with City, the local community and charitable organizations to provide support, education and enrichment activities relating to music and the entertainment industry, subject to and as more particularly described in Section 14.5.

K.7 Creation of opportunities for City to keep retail sales within City limits, and to foster economic growth through the enhancement and rehabilitation of a City landmark building.

K.8 Enhancement of visual experience at the Property for the community through a modern and vibrant signage program.

K.9 Restoration of the City as a prominent entertainment venue and concert destination, pursuant to which Landowner shall market, advertise and promote same pursuant to Section 7.1.

In exchange for the Substantial Public Benefits to City and the public benefits of the Project, Landowner desires to receive assurances that City shall grant permits and approvals required for the completion of the Rehabilitation Improvements and use and operation of the Project, over the term of this Agreement, in accordance with procedures provided by Law and in this Agreement, and that Landowner may proceed with the development, use and operation of the Project in accordance with the Existing City Laws. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

L. City Council Action. On May 8, 2012, the City Council held a duly noticed public hearing on this Agreement and, after independent review and consideration, made the same findings and determinations as those made by the Planning Commission through its own independent conclusion. The City Council also approved the

Signage Overlay Zone Ordinance and found this Agreement to be consistent with City's General Plan.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. **DEFINITIONS.** Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

2.1 Adjusted Per Ticket Amount. An amount equal to $20,160,000 *less* the OPA Indemnity Amount, *divided by* 9,000,000.

2.2 Adoption Date. The date the City Council adopted the Enacting Ordinance.

2.3 Agreement. Defined in the Preamble.

2.4 Alternative Payments. Any payments due to City or its designee or successor by or on behalf of Landowner pursuant to the terms and conditions of the OPA, including but not limited to payments due under the Promissory Note and Agreement Regarding Use Covenants (as such terms are defined in the OPA).

2.5 Annual Review Date. Defined in Section 18.1.

2.6 Applicable Exactions. Defined in Section 7.2.

2.7 Approvals. All amendments to City Laws and any and all permits or approvals (including conditions of approval imposed in connection therewith) of any kind or character necessary or appropriate under the City Laws to confer the requisite lawful right on Landowner to complete the Rehabilitation Improvements and use and operate the Project in accordance with this Agreement, including, but not limited to, the Project Approvals, blanket event permits, traffic control plans, minor administrative permits, sign permits, building permits, use permits, variances, demolition permits and certificates of occupancy.

2.8 Approved Event Configurations. Defined in Section 9.1.

2.9 CEQA. The California Environmental Quality Act (Public Resources Code §§ 21000 *et seq.* and the Guidelines thereunder (Title 14, Cal. Code Regs. § 15000 *et seq.*).

2.10 Certificate of Occupancy. The final certificate of occupancy issued by City for the Project.

2.11 Cessation Payment. Defined in Section 13.7.

2.12 City. Defined in the Preamble.

2.13 City Law(s). The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the permitted uses, density, parking requirements, design, operations, improvement and construction standards and specifications applicable to the completion of the Rehabilitation Improvements or use or operation of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the City's Municipal Code, zoning ordinance, subdivision regulations, tickets taxes, gross receipts and parking taxes.

2.14 City Manager. The City Manager of Inglewood or his or her designee.

2.15 City-Wide Laws. Any City Laws generally applicable to a category of development, use or operation of one or more kinds, wherever the same may be located in City, including but not limited to, a general or special tax adopted in accordance with California Const., Art. XIII C and D *et seq.*, otherwise known as Proposition 218; *provided, however*, that notwithstanding the foregoing, any ordinances, resolutions, codes, rules, regulations, taxes and official policies of City which only apply to, meaningfully impact, or uniquely and disproportionately impact the Project (whether explicitly, or as a practical matter) shall not be considered City-Wide Laws. For the purposes hereof, "**City-Wide Laws**" includes the variant "**City-Wide**."

2.16 Claims. Defined in Section 19.1.

2.17 Codes. Defined in Section 7.4.

2.18 Community Event. Defined in Section 14.2.

2.19 Complaining Party. Defined in Section 23.

2.20 Cure Years. Defined in Section 13.4.

2.21 Default. Either an Event of City Default or an Event of Landowner Default (as applicable).

2.22 Development Agreement Statute. Defined in Recital A.

2.23 Effective Date. The latest of (i) the date the Enacting Ordinance takes effect pursuant to Government Code § 36937; or (ii) if the Enacting Ordinance or any other Project Approval is subject to a valid referendum proceeding pursuant to Elections Code § 3500 *et seq.*, the date the Enacting Ordinance or other Project Approval(s) is (or are) upheld pursuant to such referendum proceeding; or (iii) the date the Property is acquired by MSG.

2.24 Enacting Ordinance. The ordinance pursuant to which this Agreement was approved.

2.25 Environmental Law. Any federal, state or local law, ordinance, rule, or regulation, now or hereafter enacted, amended or modified, in each case to the extent applicable

to the Property including the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*); Sections 25117, 25281, 25316 or 25501 of the California Health & Safety Code; any so-called "Superfund" or "Superlien" law; the Toxic Substance Control Act of 1976 (15 U.S.C. Section 2601 *et seq.*); the Clean Water Act (33 U.S.C. Section 1251 *et seq.*); and the Clean Air Act (42 U.S.C. Section 7901 *et seq.*).

2.26 Event Expenses. Defined in Section 14.2.

2.27 Event of City Default. Defined in Section 21.2.

2.28 Event of Landowner Default. Defined in Section 21.1.

2.29 Intentionally Deleted.

2.30 Exactions. All exactions, costs, fees, in-lieu fees or payments, charges, taxes, assessments, dedications or other monetary or non-monetary requirement charged or imposed by City, or by City through an assessment district (or similar entity), in connection with the development of, construction on, operation or use of real property, including but not limited to transportation improvement fees, park fees, parking taxes, child care in-lieu fees, art fees, affordable housing fees, infrastructure fees, dedication or reservation requirements, facility fees, obligations for on- or off-site improvements, or other conditions for approval called for in connection with the development, construction, or operation of the Project, whether such exactions constitute public improvements, mitigation measures in connection with environmental review of the Project Approvals or other Approvals, or taxes or impositions made under applicable City Laws or in order to make an Approval consistent with applicable City Laws. Exactions shall not include Processing Fees, including sewer fees, water connection fees, building permit fees, and plan check fees.

2.31 Existing City Laws. The City Laws in effect as of the Adoption Date.

2.32 Existing Land Use Regulations. Collectively, the Existing Land Use Regulations shall mean (i) the City of Inglewood General Plan, (ii) Chapter 12, Planning and Zoning of the City's Municipal Code (including the Zoning Amendment), (iii) Design and Development Standards and Guidelines, and (iv) all other ordinances, resolutions, regulations, and official policies governing land use development and building construction in the versions of these documents in effect in City as of the Adoption Date of this Agreement.

2.33 First Test Year. Defined in Section 13.1.

2.34 Final Determination. A final, non-appealable resolution of any legal challenge or appeal.

2.35 Forum. Defined in Recital C.

2.36 General Plan. The General Plan for City, adopted by the City Council in January 1980, and subsequently amended, and in effect as of the Adoption Date.

2.37 Hazardous Materials. (a) any pollutants, toxic pollutants, oil, gasoline, petroleum products, asbestos, materials or substances containing asbestos, explosives, chemical liquids or solids, radioactive materials, polychlorinated biphenyls or related or similar materials, or any other solid, liquid or other emission, substance, material, product or by-product defined, listed or regulated as a hazardous, noxious, toxic or solid substance, material or waste or defined, listed or regulated as causing cancer or reproductive toxicity, or otherwise defined, listed or regulated as hazardous or toxic in, pursuant to, or by any Environmental Law; (b) any substance which is or contains asbestos, radon, polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, lead paint, motor fuel or other petroleum hydrocarbons; and (c) fungus, mold, mildew, or other biological agents the presence of which materially adversely affect the health of individuals or other animals.

2.38 Indemnification Claim. Defined in Section 19.2.1.

2.39 Indemnified Parties. Defined in Section 19.1.

2.40 Landowner. Defined in the Preamble.

2.41 Law(s). The laws of the State of California, the Constitution of the United States and any codes, statutes or mandates in any court decision, state or federal, thereunder.

2.42 Losses. Defined in Section 19.1.

2.43 MBE/DBEs. Defined in Recital K.3.

2.44 Minimum Ticket Sales Threshold. 9,000,000 Tickets.

2.45 Minor Amendment. Defined in Section 20.4.

2.46 Mortgage. A mortgage or deed of trust, or other transaction, in which the Property, or a portion thereof or an interest therein, or any improvements thereon, is conveyed or pledged as security, contracted in good faith and for fair value, or a sale and leaseback arrangement in which the Property, or a portion thereof or an interest therein, or improvements thereon, is sold and leased back concurrently therewith in good faith and for fair value.

2.47 Mortgagee. The holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

2.48 MSG Parent. Defined in Recital C.

2.49 OPA. Defined in Recital D.

2.50 OPA Indemnity Amount. The aggregate amounts of all payments made by Landowner to City under any indemnity in the OPA with respect to any litigation filed with respect to the OPA or the loan provided therein.

2.51 Paid Ticket Credit. Defined in Section 13.3.

2.52 Paid Ticket Excess. Defined in Section 13.3.

2.53 Paid Ticket Shortfall. Defined in Section 13.4.

2.54 Party. City and Landowner, and their respective assignees or Transferees, determined as of the time in question; collectively they shall be called the "**Parties.**"

2.55 Per Ticket Amount. The amount of $2.24; *provided, however*, that to the extent that any litigation is filed with respect to the OPA or the loan provided therein, the Per Ticket Amount shall be adjusted as of the date of the final adjudication of such litigation to the Adjusted Per Ticket Amount. As used herein "**final adjudication**" shall mean all periods for challenge, review or appeal have expired without any challenge, review or appeal, or if there is a challenge, review or appeal, a final non-appealable resolution of the challenge or appeal has been issued.

2.56 Performance Year. July 1 of any calendar year through and including June 30 of the next calendar year.

2.57 Permitted Delay. Defined in Section 29.

2.58 Person. An individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

2.59 Plan Check Fees. Defined in Section 7.2.

2.60 Prevailing Party. Defined in Section 24.

2.61 Processing Fee. A City-Wide fee payable upon the submission of an application for a permit or approval, which covers only the estimated actual costs to City of processing that application, and is not an Exaction.

2.62 Project. Defined in Recital H.

2.63 Project Approvals. Defined in Recital H.

2.64 Property. Defined in Recital C.

2.65 Public Art Contribution. Defined in Section 7.3.3.

2.66 Rehabilitation Improvements. Defined in Recital D.

2.67 Shortfall Year. Defined in Section 13.4.

2.68 Signage Overlay Zone Ordinance. Defined in Recital E.

2.69 Signage Plan. The plan showing type, location, configuration and materials of the on- and off-site signage permitted in connection with the Project. The Signage Plan is attached as Exhibit B.

2.70 Special Use Permit. Defined in Recital E.

2.71 Subsequent Approvals. Defined in Section 8.3.

2.72 Subsequent Rules. Defined in Section 8.

2.73 Substantial Public Benefits. Defined in Recital K.

2.74 Substantial Renovation. Work having an aggregate cost of not less than $1,000,000.

2.75 Substantive Amendment. Defined in Section 20.3.

2.76 Term. Defined in Section 6.2.

2.77 Termination. The expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision, including an uncured Default or other termination of this Agreement. For purposes hereof, "**Termination**" includes any grammatical variant thereof, including "**Terminate**," "**Terminated**," and "**Terminating**."

2.78 Ticket. A ticket sold for an event held at the Forum.

2.79 Ticket Shortfall Payment. Defined in Section 13.6.

2.80 Transfer. Defined in Section 15.

2.81 Transferee. Defined in Section 15.

2.82 Transferred Property. Defined in Section 15.

2.83 Vested Rights. Defined in Section 7.1.

2.84 WOCP. Defined in Section 14.3.1.

2.85 Yearly Tickets. Defined in Section 13.2.

2.86 Yearly Ticket Sales Minimum. Defined in Section 13.1.

3. DESCRIPTION OF PROPERTY. The property, which is the subject of this Agreement, is described in Exhibit A attached hereto.

4. INTEREST OF LANDOWNER. Landowner has a legal or equitable interest in the Property. Landowner represents that it shall cause all Persons holding legal or equitable interests in the Property to be bound by the Agreement. MSG's acquisition of fee title to the Property from FEI subject to and in accordance with the Purchase Agreement (the "**Closing**") is anticipated to occur on or before July 1, 2012. From and after the Closing, FEI shall no longer be a Party under this Agreement, and shall have no rights, obligations or liabilities hereunder, and the term "Landowner" shall no longer include FEI and shall only refer to MSG.

5. RELATIONSHIP OF CITY AND LANDOWNER. Neither Party is acting as the agent of the other in any respect hereunder and each Party is an independent contracting entity

with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Landowner, the municipal or governmental affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint venturers or partners.

6. EFFECTIVE DATE AND TERM.

6.1 Effective Date. Not later than ten (10) days after the Adoption Date, City and Landowner shall execute and acknowledge this Agreement. Not later than 40 days after the Effective Date, the City Clerk shall cause this Agreement, together with a notice indicating the Adoption Date, the Enacting Ordinance number, and the Effective Date, to be recorded in the Official Records of the County of Los Angeles, State of California.

6.2 Term. The term of this Agreement shall commence on the Effective Date and extend for thirty (30) years ("**Term**"), unless said Term is terminated, modified or extended by the terms of this Agreement.

6.3 Extension of Approvals. Upon the granting of any Approval, the term of such Approval shall be extended automatically through the Term of this Agreement, notwithstanding any other City Law.

6.4 Rights and Obligations Upon Expiration of the Term. Following Termination of this Agreement all of the rights, duties and obligations of the Parties hereunder shall terminate and be of no further force and effect. Upon Termination of this Agreement, Landowner shall thereafter comply with the provisions of all City Laws then in effect or subsequently adopted with respect to the Property and/or the Project, except that any Termination shall not affect any right vested before the Termination of this Agreement (absent this Agreement), or other rights arising from Approvals previously granted by City for completion of the Rehabilitation Improvements or use or operation of all or any portion of the Project, including, but not limited to any approved Site Plan Review, Special Use Permit, operating permits, sign permits, valid building permit, or certificate of occupancy.

7. VESTED RIGHTS.

7.1 Permitted Uses. During the Term of this Agreement the permitted uses and rules applicable to the completion of the Rehabilitation Improvements and use and operation of the Property, the event permitting for Property; event parking; parking, ticket and gross receipts taxes; the density and intensity of use; the rate, timing and sequencing of development; the maximum height (except as limited by Federal Aviation Administration) and design and size of proposed buildings; and the parking standards shall be those set forth in this Agreement, the Approvals including but not limited to the Special Use Permit, and City's ordinances, resolutions, rules, regulations and official policies in force and effect on the Adoption Date of this Agreement (the "**Vested Rights**"). Landowner acknowledges that the Property is zoned

"C-R" (Commercial and Recreation) which permits the following uses: animal exhibits; animal competitions and shows; athletic events (professional and amateur); social events; entertainment events; banquets and dining events; conventions and conferences; exhibits (business, industrial and professional); movie set locations; live telecasts, filming of commercials and documentaries; recreation and leisure events; vehicular competitive events within a fully enclosed building or structure; children's activities; game and video arcades and comparable family recreation centers (when provided as an ancillary use within a larger entertainment or sports facility of not less than 100,000 square feet); gaming clubs; public parking; and accessory uses and buildings associated with the efficient operation or conduct of any of the permitted uses. Landowner further acknowledges, and City affirms, that stand-alone retail facilities or stand-alone residential uses are not permitted in the C-R zone. City acknowledges that Landowner's proposed use and operation of the Property is consistent with the uses permitted in the C-R zone. City acknowledges Landowner may at its option at any time or from time to time rename the Building; *provided, however*, in no event shall the renaming of the Building include the name of any city other than "Inglewood." Landowner will include where feasible (*e.g.*, taking into account space, commercial and other limitations of the materials) the location of the Building (*i.e.*, Inglewood, California) in any promotional materials for the Building prepared and placed in media paid for by Landowner, and will use its commercially reasonable efforts to request its licensees to also include the location of the Building in their promotional materials.

7.2 Exactions. Except as provided in Sections 7 and 8 including all subsections therein, City shall not impose any further or additional Exactions on the development of the Project or use or operation of the Forum, whether through the exercise of the police power, the taxing power, design review or any other means, other than those set forth in the Project Approvals, and this Agreement. The Exactions applicable to the Project as of the Adoption Date are set forth in the list of applicable Exactions set forth in Exhibit C ("**Applicable Exactions**"). The Applicable Exactions shall not be modified or renegotiated by City in connection with the granting of any amendment to the Project Approvals, or the granting of any Approval, which does not materially alter the purpose, use and operation of the Forum as a venue as contemplated by this Agreement. The Parties acknowledge that the provisions contained in this Section are intended to implement the intent of the Parties that Landowner has the right to develop the Project and use and operate the Forum pursuant to specified and known criteria and rules, and that City receive the benefits which will be conferred as a result of such development, use and operation of the Forum without abridging the right of City to act in accordance with its powers, duties and obligations. To the extent that there are Exactions not listed on the Applicable Exactions that are first adopted or imposed by City after the Adoption Date, such new Exactions shall not be applicable to or imposed on the Project or the Property. To the extent that there are increases in the Exactions listed on the Applicable Exactions, such increases shall not be imposed on the Project or the Property for the first two Performance Years after receipt of the Certificate of Occupancy and thereafter shall be limited to annual increases of no more than two percent (2%), provided that no more than once every five Performance Years the City may propose to increase an Exaction applicable to the Project in excess of 2% if other venues in the Los Angeles area that compete with the Forum (*e.g.*, Hollywood Bowl, Verizon Center in Anaheim, Staples, Gibson and The Greek) are generally paying higher exactions and fees than the Forum at which point the Parties shall meet and confer on such proposed additional Exactions to determine whether any such increase above 2% will cause a competitive disadvantage to the Forum as compared to other venues in the market (assuming for that purpose

that any such increase will be passed along to the artist or promoter of the events in the Building), in which case such increase shall not be implemented. Any such increase above 2% will require the consent of the Landowner (which shall not be unreasonably withheld). Landowner shall pay those application, processing, inspection, permit and plan check fees and charges required by City and in effect at the time of the application for that permit or approval (the "**Plan Check Fees**"). Landowner agrees that Landowner shall pay City the full costs of a contract planner or contract building plan check person if such services are mutually determined to be necessary by Landowner and the Director of Planning and Building. Landowner shall also pay any City fees relating to monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder. However, the Parties acknowledge and agree that under no circumstances shall this Agreement or any part hereof, be construed to limit the authority of the City to charge Processing Fees which are in force on a City-wide basis at the time application is made for such permit or entitlements.

7.3 Confirmations.

7.3.1 **Parking**. For the purposes of determining the parking requirements applicable to the Property, the Forum shall be considered an "arena" use and is governed by Section 12-47 (Recreational Parking Requirements) of the Inglewood Municipal Code. The City acknowledges that 3,530 parking spaces are currently located on the Property, and the current configuration of the parking lot (including the layout, landscaping, size of spaces and drive aisles) is legally non-conforming, and the improvements contemplated by the Project Approvals shall not constitute a change to such legally non-conforming status. The City acknowledges and agrees that the Landowner will renovate and restripe the parking lot in a manner materially consistent with the existing layout and configuration. The Landowner agrees to fully comply with the City's current handicapped parking standards. Furthermore, the Landowner shall landscape the Project to the extent required by the Project Approvals.

7.3.2 **Alcohol**. City further acknowledges that the sale, service and consumption of alcohol (beer, wine and distilled spirits including in the form of bottle service) inside the Forum and on designated exterior portions of the Property by Landowner as depicted on Exhibit J conforms to City's Municipal Code as a legally existing non-conforming use.

7.3.3 **Public Art**. In furtherance of Section 11-140 of the Inglewood Municipal Code, Landowner agrees to provide on-site public art valued at one percent (1%) of the Project valuation, calculated by the Building and Safety Division (the "**Public Art Contribution**").

7.4 Uniform Codes Applicable. All new construction contemplated as part of the Project shall be undertaken in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, encroachment or other construction permits for the Project (collectively, the "**Codes**"). City acknowledges and agrees that the Project shall not trigger a requirement for Landowner to upgrade the remainder of the existing improvements on the Property in order to conform to current Codes. Only new construction comprising a part of the Project shall be required to meet the then-current Codes.

7.5 City's Consideration and Approval of Requested Changes in the Project. City acknowledges that Landowner may in the future desire to further specify, modify or expand the plans for the proposed renovation, restoration, use and operation of the Forum and/or the Property after the Adoption Date of this Agreement based upon more precise planning, changes in market demand, changes in development occurring in the vicinity, and similar factors. In such event, City shall cooperate with Landowner to expeditiously review and take final action on such requested changes in accordance with City's Existing Land Use Regulations and the Approvals, and all applicable State and Federal laws. Any and all staff and/or consultant costs necessarily incurred by the City in providing such expeditious review and final action shall be paid by the Landowner to the City. Any change to the Project so approved by City shall not require an amendment of this Agreement. With regards to any change that complies with the conditions set forth in the prior sentence and that is approved by City, the references in this Agreement to the Project or applicable portion thereof shall be deemed to refer to the Project as so changed.

8. SUBSEQUENT RULES AND APPROVALS. City recognizes Landowner's commitment, subject to and in accordance with the terms and conditions of the OPA, to invest at least $50 Million in total rehabilitation costs (including certain loan proceeds made available by the City pursuant to the OPA to finance soft costs and transactional costs, but exclusive of the purchase price for the Property under the purchase agreement) related to the conservation of the Forum and to undertake rehabilitation of the Forum in accordance with the OPA and the Secretary of the Interior's Guidelines. Landowner is making this investment in reliance on the regulatory and zoning policies reflected in the City current General Plan and zoning and City Laws. During the Term of this Agreement, City shall not, without Landowner's written consent, apply any City ordinances, resolutions, rules, regulations or official policies after the Adoption Date ("**Subsequent Rules**") materially adversely affecting the Project, it being understood that a Subsequent Rule "materially adversely affecting" the Project is one that would materially impede the operations of the Forum or that would conflict with or materially impede the Vested Rights of Landowner set forth in Section 7.1 above or otherwise conflict with this Agreement, the Project Approvals or the Existing City Laws; *provided, however*, that nothing herein shall prevent City from enacting and applying Subsequent Rules necessary to protect persons or property from any threatened or actual serious physical risk to health and safety, in which case City shall treat Landowner in a uniform, equitable and proportionate manner as all other properties, public and private, which are impacted by that actual and serious risk to health and safety.

8.1 Conflicting Laws. For purposes of Section 8 above, any action or proceeding of City (whether enacted by the legislative body or the electorate) undertaken without the consent of Landowner, that has any of the following effects on the Project shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws:

(a) limiting, reducing or modifying the density or intensity of all or any part of the Project, changing the event permitting requirements, parking requirements, alcohol permitting requirements or signage provisions, or otherwise requiring any modification to the approved event and/or operational plans;

(b) changing Existing City Laws that directly causes a material adverse impact on the use, operation, functionality, accessibility, or economic competitiveness of the Forum as provided for in this Agreement; or

(c) limiting the location or sites, grading, or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement or the Project Approvals.

8.2 Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of Subsequent Rules mandated and required by changes in state or federal laws or regulations, provided that City agrees that to the extent possible, such Subsequent Rules shall be implemented in a manner that does not conflict with Landowner's Vested Rights.

8.3 Subsequent Approvals. The development of the Project is subject to future approvals and actions by City that have not been reviewed or approved by City prior to the Adoption Date of this Agreement. These future approvals include discretionary and ministerial actions by City (collectively referred to as "**Subsequent Approvals**") including, but not limited to demolition permits, grading permits, building permits, and sign permits. In reviewing and acting on applications for Subsequent Approvals, City will act expeditiously and endeavor to expedite processing and shall apply the Project Approvals and the Existing Land Use Regulations when considering the application and may attach such conditions consistent with the Project Approvals and Existing Land Use Regulations and as permitted in Sections 7.1 through 7.4 and Sections 8 and 8.1.

9. MASTER EVENT PERMITTING.

9.1 Approved Event Configurations. Any and all events at the Property including, without limitation, concerts, family shows, theatrical performances, trade shows, business conferences, special events, award shows, film shoots, circuses, ice shows, boxing matches, tennis tournaments and other sporting events are permitted uses under Section 12-27 of the Inglewood Municipal Code. In accordance with Chapter 8, Article 3 of the Inglewood Municipal Code concerning permits, the City Council hereby authorizes any and all events held at the Property provided they are held in the configurations shown on Exhibit D or such other configurations as may be approved, amended or modified by the Los Angeles County Fire Department from time to time (collectively, the "**Approved Event Configurations**"). Pursuant to Section 8-28 of the Inglewood Municipal Code, City has determined that an event held in accordance with an Approved Event Configuration does not need to be subject to additional permit requirements. Landowner shall not be required to receive any additional consent from City or any committee thereof or to pay, except as otherwise provided herein, any Exactions or other amounts to the City in connection with events held in Approved Event Configurations.

9.2 Costs of Services. Landowner shall regularly consult and meet with City and the Los Angeles County Fire Department regarding reasonable and appropriate police, fire, emergency technicians and ambulance requirements for events at the Property taking into account past practice to the extent applicable. Landowner shall pay the costs of reasonable and appropriate police, fire, emergency technicians and ambulance presence at the events.

10. OTHER GOVERNMENTAL PERMITS. Landowner shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development or operation of the Project. City shall reasonably cooperate with Landowner in its endeavors to obtain such permits and approvals.

11. EASEMENTS: IMPROVEMENTS; ABANDONMENTS. City shall reasonably cooperate with Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project; and if any such easement is owned by City or an agency of City, City or such agency shall, at the request of Landowner, take such action and execute such documents as may be reasonably necessary to abandon existing easements and relocate them, as necessary or appropriate in connection with the approved development of the Project. The cost of abandonment and relocation of any such easement shall be the responsibility of Landowner.

12. DESIGN OF ON-SITE IMPROVEMENTS AND MAINTENANCE. Development of the Property shall be subject to City review as provided by the Project Approvals. The Project Approvals, and all improvement plans prepared in accordance with the Project Approvals, shall govern the design and scope of all on-site improvements to be constructed on or benefiting the Property. Landowner shall maintain the Building and the Property in at least a substantially similar condition to the condition of the Property at the time the City issues the Certificate of Occupancy, reasonable wear and tear and damage from casualty excepted (and further subject to the rights of lenders).

13. MINIMUM EVENT COVENANTS.

13.1 Minimum Ticket Sales Covenants. Landowner shall sell a minimum of 300,000 Tickets each Performance Year (the "**Yearly Ticket Sales Minimum**") beginning in the third (3rd) full Performance Year after the issuance of the Certificate of Occupancy, provided that if such Certificate of Occupancy is issued in the first three months of any Performance Year, the Yearly Ticket Sales Minimum will begin in the second (2nd) full Performance Year after the issuance of such Certificate of Occupancy (the "**First Test Year**").

13.2 Calculation of Yearly Ticket Sales. On or before October 1, for each Performance Year after the First Event Test Year, Landowner shall provide to City a report listing the number of Tickets sold in such Performance Year (the "**Yearly Tickets**").

13.3 Rollover of Yearly Ticket Sales. In the event that the Yearly Ticket Sales Minimum is exceeded, the excess number of Tickets sold may be carried forward as a credit (each excess Ticket sold shall be referred to herein as a "**Paid Ticket Credit**"). Paid Ticket Credits may be aggregated with other Paid Ticket Credits from previous Performance Years (the "**Paid Ticket Excess**") to be applied to any subsequent Yearly Ticket Sales Minimum after a determination that a subsequent Yearly Ticket Sales Minimum has not been met. However, for any single Performance Year for which the Yearly Ticket Sales Minimum is not satisfied, Landowner may only apply a maximum of one hundred twelve thousand five hundred (112,500) Paid Ticket Credits from the Paid Ticket Excess to any Yearly Tickets for that year. The Paid

Ticket Excess will also include all Tickets sold during the period from the Effective Date to the beginning of the First Test Year.

13.4 Ability to Cure Failure to Meet the Yearly Ticket Sales Minimum. Subject to Section 13.3, if, after applying any Paid Ticket Excess, the amount of Tickets sold for any Performance Year is less than the Yearly Ticket Sales Minimum (the "**Paid Ticket Shortfall**"), Landowner shall have the next two (2) succeeding Performance Years within the Term (the "**Cure Years**") in which to cure the applicable Paid Ticket Shortfall by selling sufficient Tickets in the Cure Year(s) so that, in the aggregate, the number of Tickets sold in the Cure Years and the number of Tickets sold in the Performance Year in which such Paid Ticket Shortfall occurred (the "**Shortfall Year**") are sufficient to meet the Yearly Ticket Sales Minimum for the Shortfall Year(s) and the Cure Year(s) (*i.e.*, an average of 300,000 Tickets sold per Performance Year over a period of three (3) consecutive Performance Years).

13.5 Obligation to Meet Performance Covenants Reduced During Certain Times. The obligation of Landowner to meet the Yearly Ticket Sales Minimum shall not apply during a Permitted Delay or during any period of time that the Forum is closed for repairs that would prevent an event from being held (it being understood that Landowner shall use good faith efforts to schedule such repairs so as to not interfere with scheduled events or the scheduling of events) or for Substantial Renovation .

13.6 Shortfall Payments. If, for a given Performance Year, after application of all cure periods and the application of the Paid Ticket Excess, Landowner fails to meet the performance covenants set forth in this Section 13, Landowner shall pay to City an amount (the "**Ticket Shortfall Payment**") equal to (a) the Per Ticket Amount times the Yearly Ticket Shortfall for such Performance Year, less (b) the amount of any Alternative Payments due to City or its designee or successor since the last Ticket Shortfall Payment (it being understood that, if the amount in clause (b) exceeds the amount in clause (a), such excess amount shall be a credit carried forward and applied towards the next Ticket Shortfall Payment that may become due and owing hereunder). In addition, to the extent that Landowner has made a Ticket Shortfall Payment, and subsequently the Per Ticket Amount has been adjusted to the Adjusted Per Ticket Amount, then Landowner shall be entitled to an additional credit carried forward and applied towards all Ticket Shortfall Payments that may become due and owing hereunder in an amount equal to the difference between the Per Ticket Amount and the Adjusted Per Ticket Amount *times* the aggregate Yearly Ticket Shortfalls for the Performance Years in which Ticket Shortfall Payments were made. Notwithstanding the foregoing, Landowner shall have no obligation to pay the Ticket Shortfall Payment if the applicable Minimum Ticket Sales Threshold has been reached or if City is in Default of any obligation hereunder or if Landowner is making Cessation Payments in accordance with Section 13.7. By way of illustration only and without limiting the generality of the foregoing, examples of the calculations shown in this Section 13 are attached hereto as Exhibit I. In the event that there is a dispute with respect to the amount of any Alternative Payment due, and such dispute results in a Final Determination that any portion of such Alternative Payment is/was not in fact due (such portion, the "**Disputed Portion**"), then Landowner shall remit the Disputed Portion deducted pursuant to clause (b) above within ten (10) days following such Final Determination.

13.7 Cessation Payment. In the event Landowner ceases to use the Forum as a venue for a period of more than three (3) consecutive Performance Years, except as may be required to accommodate repairs that would prevent an event from being held (it being understood that Landowner shall use good faith efforts to schedule such repairs so as to not interfere with scheduled events or the scheduling of events) or Substantial Renovation of the Forum and subject to Section 29, Landowner shall pay to City the positive difference between: (a)(i) an annual amount equal to $674,000 per Performance Year until such time as the Forum is returned to service as a venue, or (ii) if an alternative use of the Forum is approved by City, an amount equal to $674,000 multiplied by the number of full Performance Years remaining in the Term, less the reasonable value of City revenues expected to be generated by any alternative use approved by City, and (b) the aggregate amount of the OPA Indemnity Amount and any Alternative Payments due to City or its designee or successor as of such date (in either case, the "**Cessation Payment**") (it being understood that, if the amount in clause (b) exceeds the amount in clause (a), such excess amount shall be a credit carried forward and applied towards the next Cessation Payment that may become due and owing hereunder). Notwithstanding the foregoing, Landowner shall have no obligation to pay the Cessation Payment if the Minimum Ticket Sales Threshold has been reached or City is in Default hereunder or Landowner has not received proceeds of the Loan out of escrow under the OPA. Upon receipt of the Cessation Payment by City, Landowner's obligation to pay any Ticket Shortfall Payment under Section 13.6 shall terminate. In the event that there is a dispute with respect to the amount of any Alternative Payment due, and such dispute results in a Final Determination that any Disputed Portion is/was not in fact due, then Landowner shall remit the Disputed Portion deducted pursuant to clause (b) above within ten (10) days following such Final Determination.

13.8 Applicability of Minimum Event Covenants. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Article 13 shall not apply (a) until such time as MSG as Landowner withdraws the loan proceeds from Escrow in accordance with the terms conditions and definitions of the OPA, or (b) in the event the Alternative Payments in the aggregate exceed $18 million.

14. PUBLIC BENEFITS TO BE PROVIDED BY LANDOWNER.

14.1 Commitment to Expend Fifty Million Dollars. Subject to the terms and conditions of the OPA, Landowner shall invest or cause the investment of an aggregate of at least $50 Million (not including transfer or acquisition costs, but including certain loan proceeds made available by the City pursuant to the OPA and hard costs, soft costs and transactional costs) in the Project subject to and in accordance with the development and rehabilitation requirements of the OPA.

14.2 Use of Forum for Charitable Causes. Subject to the requirements of this Section 14.2, from and after the date of completion of all Rehabilitation Improvements, Landowner shall provide City or a City-recognized local community-based charitable organization with the use of the Forum for up to fifteen (15) days per calendar year (each a "**Community Event**"), on days that the Forum is available. In the event that Community Events are held at the Forum for less than fifteen (15) days in any calendar year, the number of days less than fifteen (15) shall be carried as a credit (together with any credits from previous years) and up to five (5) of the credit days may be applied to any subsequent calendar year, until such

excess is exhausted (*i.e.*, if City has five (5) or more credit days available to it in any calendar year, it may hold up to twenty (20) Community Events in such calendar year). Community Events may be booked a maximum of six weeks in advance for events between Wednesday and Saturday, and a maximum of seven weeks in advance for events between Sunday and Tuesday. Community Events shall not take place over more than a one-day period unless otherwise approved in writing by Landowner, such approval not to be unreasonably withheld, conditioned or delayed. Community Events shall not be designed to earn a profit or otherwise compete with the operations or booking opportunities of the Forum as determined by Landowner in its sole discretion. There shall be no more than two Community Events in each calendar month. The purpose of this provision is to allow the community reasonable access to the Forum facilities. Landowner shall provide such use of the Forum at no cost to City; *provided, however*, that City shall procure event insurance and indemnify Landowner for liability arising out of City's use of the Forum and City shall bear the actual out-of-pocket expenses incurred by Landowner in connection with the usage of the Forum, including but not limited to security, food and beverage (if utilized), insurance, clean-up and trash removal, ushers, ticket-takers and stagehands (the "**Event Expenses**"). City shall not charge an admittance fee or set ticket prices or secure sponsorships or grants in excess of the good faith estimated amounts necessary for City to recoup the Event Expenses; *provided, however*, that notwithstanding the foregoing, the City will not be in violation of this Section 14.2 in the event that actual ticket sales exceed the estimated amount of ticket sales. City and Landowner shall enter into a rental agreement that shall govern City's use for Community Events. Landowner shall provide an estimate of the expected Event Expenses for City review and approval prior to entering into any rental agreement. Landowner shall also consult with the City regularly regarding any changes to such estimate. The rental agreement shall contain the Landowner's then-current standard terms and conditions that the Forum requires of all users; including but not limited to the material terms that are listed on Exhibit E. The obligation of Landowner under this Section 14.2 and Section 14.4 shall not apply during a Permitted Delay, during any times that the Forum is closed for material renovations and/or repairs or if Building is no longer being operated as contemplated in this Agreement.

14.3 Employment and Training Programs for Inglewood Residents and Businesses; Prevailing Wage. Landowner acknowledges that an essential component of the Project for City is that it will result in new employment opportunities for Inglewood residents and businesses. In order to ensure that the renovation and operation of the Project results in employment opportunities for Inglewood residents and businesses, Landowner agrees to the following terms, which are also requirements of the OPA (it being understood that satisfaction of these obligations pursuant to the OPA shall be deemed satisfaction of these same obligations under this Agreement):

14.3.1 **Workforce Outreach Coordination Program**. In consultation with the City and subject to its review, Landowner shall prepare, initiate and fund a Workforce Outreach Coordination Program (the "**WOCP**") in the aggregate amount of $250,000, over a period of two (2) years, starting from the Effective Date. Funding for the WOCP shall include the costs of outreach and marketing, and the retention of a qualified Workforce Outreach Coordinator. Landowner shall hire a local qualified Workforce Outreach Coordinator whose job responsibilities shall include marshaling and coordinating workforce outreach, training and placement programs for the following types of positions: (i) construction jobs; (ii) employees working for contractors, subcontractors and vendors in connection with Forum operations (*e.g.*,

food and beverage concessions or security); and (iii) employees working for Landowner-owned facilities at the Forum. The Workforce Outreach Coordinator shall also marshal and coordinate workforce outreach, training and placement programs in order to engage in the following community outreach activities: (i) notification and advertising of available workforce programs; (ii) establishing a community resources list that will include the Inglewood Chamber of Commerce, the Inglewood Partners for Progress, service organizations, block clubs, community town hall meetings, and religious organizations; and (iii) notification and advertising of upcoming job opportunities and job fairs as described in Subsections 14.3.3 and 14.3.4. The overall objectives and goals of the WOCP shall include the following: (i) establishing strategic community outreach partners with existing organizations such as community organizations, churches, and state and local resources; (ii) partnering with community organizations to facilitate intake and assess potential job training candidates; (iii) building working relationships with contractors, religious organizations, local political leaders and other local organizations; (iv) working with contractors to estimate the number of employment opportunities and required skills; and (v) monitoring efforts by contractors as required in this Section 14.3.1. In furtherance of these objectives, the Workforce Outreach Coordinator shall also coordinate with existing organizations, which offer employment and training programs for Inglewood residents, including the South Bay Workforce Investment Board and other similar organizations so that the expertise of specific organizations is matched with the particular need of the Project, it being recognized that the needs of the Project and the available organizations will change over time.

14.3.2 **Local Employment Opportunities**. The renovation of the Forum presents a unique opportunity to revitalize an iconic venue. It is anticipated that the increased number of events at the Forum will result in additional employment opportunities for Inglewood residents and businesses. Landowner shall engage in the following process with the goal of hiring qualified Inglewood residents for no less than 35% of the employment positions needed in connection with Landowner's operation of the Forum and by Landowner's contractors, subcontractors and vendors with respect to events: (i) upon commencement of a job search, publication of employment opportunities once each week in a newspaper of general circulation in Inglewood for at least three weeks (unless the job is filled sooner), and (ii) utilization of the resources and networks of the WOCP to identify and solicit qualified Inglewood residents. Landowner and its contractors, subcontractors and vendors' obligations with respect to this goal shall be satisfied by engaging in the following activities: (i) utilization of the WOCP to identify and solicit qualified Inglewood residents; (ii) coordination with organizations such as the Inglewood Chamber of Commerce and Inglewood Partners for Progress to identify and solicit qualified Inglewood residents; and (iii) funding (by Landowner only) and participation in job fairs as further provided in Subsection 14.3.4.

14.3.3 **MBE/DBE Participation Goals**. Landowner shall require that all construction contractors shall have a goal to achieve participation by MBE/DBEs of at least 30% of the total value of funds awarded for contracts and subcontracts related to construction activities during the Project, with a goal of at least 50% of such 30% goal being awarded to local qualified businesses located in Inglewood. Landowner's and its contractors' obligations with respect to this goal shall be satisfied by engaging in the following activities: (i) utilization of the WOCP to identify and solicit MBE/DBEs; (ii) coordination with organizations such as the Inglewood Chamber of Commerce and Inglewood Partners for Progress to identify and solicit

MBE/DBEs; and (iii) funding (by Landowner only) and participation in job fairs as further provided in Subsection 14.3.4.

14.3.4 **Job Fairs**. Landowner shall contribute a maximum of $25,000 over the lifetime of the Project in order to fund at least two (2) job fairs and related advertising and promotion for the job fairs, in addition to the funding of the WOCP. At least one job fair shall take place three (3) months prior to the commencement of the Project, with the second job fair to take place no later than six (6) months prior to the first ticketed event held after the reopening of the Forum. All job fairs shall be conducted at the Forum, shall be open to the general public and shall include information about available employment opportunities as well as opportunities to submit resumes and applications. Landowner shall publish notice of the jobs fair once each week in a newspaper of general circulation in Inglewood for three weeks prior to the jobs fair. Landowner shall coordinate and consult with the City in the development and presentation of the job fairs as part of the WOCP.

14.4 Use of Forum Parking Lot for Farmers' Market. From and after the date of completion of all Rehabilitation Improvements, Landowner shall provide a designated area in the Forum parking lot rent-free for a farmers' market on certain days of the week as determined and requested in writing by City (subject to conflicting bookings of the Forum that require usage of such portion of the parking lot). Landowner shall permit such use of the Forum parking lot from 6 am to 2 pm up to two (2) days each week (subject to conflicting bookings or repairs of the Forum that require usage of such portion of the parking lot). Landowner shall provide such use of the Forum parking lot at no cost to City; *provided, however*, that City shall procure event insurance and indemnify Landowner for liability arising out of City's use of the Forum and bear the Event Expenses associated with the farmers' market. City shall not charge an admittance fee to the parking lot or for use of parking in excess of a fee necessary for City to recoup the Event Expenses. City and Landowner shall enter into a farmers' market rental agreement that shall contain the Landowner's standard terms and conditions that the Forum requires of all users, including but not limited to the applicable materials terms that are listed on Exhibit E.

14.5 Support for Charitable Causes. From and after the date of completion of all Rehabilitation Improvements, Landowner will work with City, the local community and charitable organizations to provide support, education and enrichment relating to music and the entertainment industry in a manner consistent with its efforts in New York and elsewhere, including the types of efforts MSG makes on behalf of the Garden of Dreams Foundation, a 501(c)(3) non-profit charity that works with children facing obstacles (*e.g.*, illness, poverty or homelessness). Landowner will collaborate with City, the community and charitable organizations to identify appropriate opportunities for Landowner to support, such as, at MSG's election, a community talent show for Inglewood residents.

14.6 Construction Sub-Permit for Sales Tax Allocation. To the extent legally permissible, Landowner shall designate, and shall cause its contractors, subcontractors, vendors and other third parties under its control or with whom it enjoys privity of contract to designate the City of Inglewood as the point of sale for California sales and use tax purposes (to the extent the payment of sales and use tax is required by applicable law), for all purchases of materials, fixtures, furniture, machinery, equipment and supplies for the Project during construction thereof.

14.7 Maintenance of the Property. Landowner, its successors and assigns, shall maintain the Property in substantially the same aesthetic and physical condition (or better) as the condition of the Property at the time the Certificate of Occupancy is issued, reasonable wear and tear and damage from casualty excepted (and further subject to the rights of lenders). In the event Landowner, its successors or assigns fails to maintain the Property in accordance with the requirements of this Section, City or its designee shall have the right but not the obligation to enter the Property (upon reasonable notice to Landowner and after reasonable curing opportunity by Landowner), to cure or correct any violation, Landowner, or such successors or assigns shall be responsible for the cost incurred by the City or its designee and such cost, until paid, shall be a valid and enforceable lien on the Property.

14.8 Use of Primary Project ID for Community Messages. Upon written request to Landowner, City shall receive at least one (1) rotation every five (5) minutes on the Primary Project ID at Manchester and Prairie (shown on the Signage Plan), except during the period during, and two (2) hours before and after, any scheduled event at the Forum. Such rotation may be used for general public announcements and promotion of civic events and services.

15. TRANSFERS AND ASSIGNMENTS. Subject to the terms of this Section 15, Landowner shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to third parties (the "**Transferee**") acquiring an interest or estate in all or a portion of the Property (the "**Transferred Property**"). Any sale, transfer or conveyance of the Property, or portion thereof, shall comply with the state Subdivision Map Act and City Subdivision Ordinance. Landowner shall provide thirty (30) days written notice to City prior to the effective date of any sale, transfer or assignment (collectively, "**Transfer**") of its interest in all or any portion of the Property or any of its interests, rights and obligations under this Agreement; *provided, however*, that in the case of a Transfer to an Affiliate, Landowner shall only be required to provide ten (10) days written notice to City. Landowner shall remain fully liable for all obligations and requirements under this Agreement after the effective date of the Transfer unless Landowner satisfies the following conditions: (1) (a) not less than 15 days prior to the effective date of the Transfer, Transferee executes and delivers to City an Assignment and Assumption Agreement (to be effective upon completion of the Transfer) in the form set forth in Exhibit G to this Agreement assuming the obligations and requirements of Landowner; (b) Landowner has not received a notice of an Event of Landowner Default under this Agreement that remains uncured as of the effective date of the Transfer; and (c) Landowner has demonstrated to City that (i) the proposed Transferee is an Affiliate of The Madison Square Garden Company and the Joinder and Guaranty will remain in place or (ii) (x) the proposed Transferee (A) has a minimum net worth of $25,000,000, (B) has an enterprise value of at least $25,000,000, (C) has an average EBITDA over a trailing three (3)-year or three (3)-calendar year period of at least $5,000,000, or (D) otherwise has demonstrated appropriate financial wherewithal to City's reasonable satisfaction (such approval not to be unreasonably withheld, conditioned, or delayed), and (y) the proposed Transferee has demonstrable experience in operating live sports and/or entertainment venues or has entered into a binding agreement with a third party with such experience to operate the Forum upon completion of the Transfer; or (2) City has consented to the Assignment and Assumption Agreement, which consent shall not be unreasonably withheld, delayed or conditioned. If the foregoing conditions are satisfied, then (1) Landowner shall be released from any further liability or obligation under this Agreement, (2) MSG Holdings, L.P. shall be released from any further liability or obligation under the Joinder

and Guaranty attached hereto (except in the case of a Transfer to an Affiliate of The Madison Square Garden Company), and (3) the Transferee shall be deemed to be the "Landowner" under this Agreement with all rights and obligations related thereto, with respect to such Transferred Property. As used in this Section 15, "Affiliate" means (1) any Person directly or indirectly controlling, controlled by or under common control with another Person; (2) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person; or (3) if that other Person is an officer, director, member or partner, any company for which such Person acts in any such capacity. The term "control" as used in the immediately preceding sentence shall mean the power to direct the management or the power to control election of the board of directors (or similar governing body).

16. MORTGAGEE OBLIGATIONS AND PROTECTIONS.

16.1 Encumbrances on the Property. The Parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, from encumbering the Property or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, renovation, development, use, or operation of the Property.

16.2 Mortgagee Obligations. A Mortgagee not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of Landowner under this Agreement, including the obligation to construct or complete construction of improvements or pay fees. A Mortgagee in legal possession shall not have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to pay, perform or provide any fee, dedication, improvements or other Exaction or imposition. A Mortgagee in legal possession of the Property or portion thereof shall only be entitled to use the Property or to construct any improvements on the Property in accordance with the Project Approvals and this Agreement if Mortgagee fully complies with the terms of this Agreement.

16.3 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recording this Agreement, including the lien for any deed of trust or Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any Person or entity, including any deed of trust beneficiary or Mortgagee that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise, and any such Mortgagee or successor to a Mortgagee or assignee of a Mortgagee that takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

16.4 Notice of Event of Landowner Default to Mortgagee; Right of Mortgagee to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of an Event of Landowner Default given to Landowner under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that an Event of Landowner Default has occurred and/or Certificate of Non-Compliance. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Landowner Default or non-compliance as provided in this

Agreement; *provided, however*, that if the Event of Landowner Default, noncompliance or Certificate of Non-Compliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the Event of Landowner Default, noncompliance or Certificate of Non-Compliance within ninety (90) days after obtaining possession. If any such Event of Landowner Default, noncompliance or Certificate of Non-Compliance cannot, with diligence, be remedied or cured within such ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Event of Landowner Default, noncompliance or Certificate of Non-Compliance (including but not limited to proceeding to gain possession of the Property) if such Mortgagee commences a cure during such ninety (90) day period, and thereafter diligently pursues completion of such cure to the extent reasonably possible.

17. ESTOPPEL CERTIFICATE. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Default, and (d) such other information as may reasonably be requested. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The City Manager shall have the right, but not the obligation, to execute any certificate requested by Landowner hereunder in the event he/she elects to not submit the certificate request to City Council for consideration. City acknowledges that a certificate hereunder may be relied upon by Transferees and Mortgagees.

18. ANNUAL REVIEW.

18.1 Review Date. The annual review date for this Agreement shall occur on October 1 of each full calendar year following the Effective Date of this Agreement ("**Annual Review Date**"). During each annual review, Landowner shall be required to demonstrate good faith compliance with the terms of this Agreement.

18.2 Required Information from Landowner. Not more than sixty (60) days and not less than forty-five (45) days prior to the Annual Review Date, Landowner shall provide a letter to the City Manager containing evidence of good faith compliance with this Agreement. The letter can be submitted in conjunction with the information required under Section 13.2. Upon the written request of City following its receipt of such letter, Landowner shall also furnish such reasonable additional evidence and documentation of such good faith compliance as City, in the exercise of its reasonable discretion, may require.

18.3 City Report. Within forty-five (45) days after receipt by the City Manager of Landowner's letter, the City Manager shall review the information submitted by Landowner and all other available evidence of Landowner's compliance with this Agreement. Following such review, the City Manager shall timely notify Landowner in writing whether Landowner has complied with the terms of this Agreement and shall issue a Certificate of Compliance to Landowner, if such is the case. If City Manager finds Landowner is not in compliance, the City

Manager shall timely issue a Certificate of Non-Compliance to Landowner, together with any available evidence of such non-compliance, after complying with the procedures set forth in Section 18.4.

18.4 Non-compliance with Agreement; Hearing. Prior to issuing a Certificate of Non-Compliance, if the City Manager finds that Landowner has not complied with the terms of this Agreement, the City Manager shall indicate in writing to Landowner, with reasonable specificity, any aspect in which Landowner has failed to comply. The City Manager shall also specify a reasonable time for Landowner to meet the terms of compliance, which time shall be not less than thirty (30) days, and shall be reasonably related to the time necessary for Landowner to adequately bring its performance into compliance with the terms of this Agreement, subject to any Permitted Delay; *provided, however*, that if the noncompliance solely involves a monetary Default, then the City Manager may require payment from Landowner within ten (10) business days.

If Landowner fails to adequately bring its performance into compliance as set forth above, then City Manager shall issue a Certificate of Non-Compliance to Landowner indicating (a) with reasonable specificity the reason(s) for the determination, in the manner prescribed in Section 18.3, and (b) whether the City Manager is or is not recommending that the City Council modify or Terminate this Agreement. If the City Manager issues a Certificate of Non-Compliance that does not recommend modification or Termination of this Agreement, then the City Council, upon the receipt of a written request of Landowner within 10 days of the City Manager's issuance of the Certificate of Non-Compliance, shall conduct a meeting within forty-five (45) days of City Council's receipt of Landowner's request. Landowner shall be given ten (10) days written notice of the meeting and copies of any additional evidence not previously provided to Landowner upon which the City Manager made her/his determination that the Landowner did not adequately bring its performance into compliance. If the City Manager issues a Certificate of Non-Compliance that includes a recommendation that the City Council modify or Terminate this Agreement, then the City Council shall conduct a noticed public hearing within forty-five (45) days in accordance with applicable Law. Landowner shall be given copies of any additional evidence not previously provided to Landowner upon which the City Manager made her/his determination that the Landowner did not adequately bring its performance into compliance. Landowner will be given the opportunity to present evidence at any public hearing. If the City Council determines that Landowner is not in compliance with this Agreement at such public hearing, it may then Terminate this Agreement, or initiate proceedings to modify or otherwise enforce this Agreement.

18.5 Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the City Council shall be commenced within thirty (30) days of the final decision by the City Council.

18.6 Costs. Costs reasonably incurred by City in connection with the annual review conducted pursuant to Section 18.1 and related hearings shall be paid by Landowner in accordance with City's schedule of fees and billing rates for staff time in effect at the time of review. Such costs shall also include the cost of consultants necessarily and reasonably incurred by City in carrying out its obligations pursuant to this Section 18.6.

18.7 Default. The rights and powers of the City Council under this Section 18 are in addition to, and shall not limit, the rights of City to Terminate or take other action under this Agreement on account of the commission by Landowner of an Event of Landowner Default.

19. INDEMNIFICATION.

19.1 Obligation to Indemnify. Landowner agrees to indemnify, defend and hold harmless City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively, the "**Indemnified Parties**") from any and all losses, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death and property damage) (collectively, "**Losses**") and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) by any third party (collectively, "**Claims**") that are; (a) directly or indirectly arising or alleged to have arisen out of or in any way related to the approval of this Agreement or the Project Approvals, including but not limited to Sections 7, 8, 13 and 14, or (b) incurred by an Indemnified Party as a result of Landowner's failure to comply with any Environmental Law. Notwithstanding the foregoing, Landowner shall have no indemnification obligation pursuant to clause (b), above, with respect to the gross negligence or willful misconduct of any Indemnified Party. The obligations under this Section 19 shall survive Termination of this Agreement.

19.2 Indemnification Procedures.

19.2.1 In order for an Indemnified Party to be entitled to indemnification provided under this Section 19 in respect of, arising out of, or involving a Loss or a Claim by any Person against the Indemnified party (each, an "**Indemnification Claim**"), such Indemnified Party shall promptly give notice, in writing and in reasonable detail, to Landowner thereof; provided, that failure to give reasonable prompt notification shall not affect the indemnification provided hereunder except to the extent Landowner shall have been actually and materially prejudiced as a result of such failure to promptly notify.

19.2.2 Landowner shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Indemnified Party, and to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against by it hereunder. If Landowner elects to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against by it hereunder, it shall within 30 days (or sooner, if the nature of the Indemnification Claim so requires) notify the Indemnified Party in writing of its intent to do so. If Landowner elects not to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, the Indemnified Party may (at Landowner's sole cost and expense) defend against, control, negotiate, settle or otherwise deal with such Indemnification Claim. If Landowner shall assume the defense of any Indemnification Claim, the Indemnified Party may participate, at its expense, in the defense of such Indemnification Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of Landowner only if (a) so requested by Landowner to participate or (b) if the nature of the claim creates an ethical conflict for the same counsel to defend the Indemnified Party and Landowner;

and provided, further, that Landowner shall not be required to pay for more than one such counsel for all Indemnified Parties in connection with any Indemnification Claim. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Indemnification Claim. Notwithstanding anything to the contrary herein, neither Landowner nor the Indemnified Party shall, without the written consent of the other party (which shall not be unreasonably withheld, conditioned or delayed), settle or compromise any Indemnification Claim or permit a default or consent to entry of any judgment unless (x) the claimant(s) and such party provide to such other party an unqualified release from all liability in respect of the Indemnification Claim and (y) in the case of any such settlement, compromise, consent to default or to entry of any judgment by Landowner, such settlement, compromise or judgment otherwise provides solely for payment of monetary damages for which the Indemnified Party will be indemnified in full.

20. AMENDMENT, CANCELLATION OR SUSPENSION.

20.1 Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require substantial and material changes in Project Approvals, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation. Any such agreed upon amendment of the Agreement shall be submitted for approval consideration by the City Council in accordance with State law, the City's Municipal Code, and this Agreement.

20.2 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of State law, the City's Municipal Code and this Agreement.

20.3 Substantive Amendments. Any substantive amendment to the Agreement shall require approval of an amendment to this Agreement in accordance with state law and the City's Municipal Code. The term "**Substantive Amendment**" is defined to include the following: (a) any change to the term of this Agreement beyond the Term; (b) any material changes to the Minimum Event Covenants; and (c) any changes to provision(s) in this Agreement related to monetary contributions or payments by Landowner.

20.4 Minor Amendment. A "**Minor Amendment**" is any amendment of this Agreement other than a Substantive Amendment, including waiver of conditions for the benefit of another party. A Minor Amendment may be approved by written agreement without a public hearing by the City Manager to the extent permitted by applicable law including without limitation Government Code Section 65868; *provided however*, the City Manager shall have the discretion to seek such approval by the City Council.

20.5 Cancellation/Termination. This Agreement may be Terminated in whole or in part by the mutual consent of City and MSG or their successors in interest, in accordance with the provisions of the State law and the City's Municipal Code (it being understood that the consent of FEI shall not be required to terminate this Agreement). Any fees or payments of any kind paid pursuant to this Agreement or any other agreement relating to this Agreement prior to

the date of mutual Termination shall be retained by City. In addition, notwithstanding any other provision of this Agreement or the OPA, (a) until such time as MSG as Landowner withdraws the loan proceeds from Escrow in accordance with the terms conditions and definitions of the OPA, or (b) in the event the Alternative Payments in the aggregate exceed $18 million, MSG as Landowner (but not FEI as Landowner) may elect to Terminate this Agreement without payment or penalty. Moreover, in the event that the Closing fails to occur by July 1, 2012, City shall have the right (but not the obligation) to Terminate this Agreement.

21. DEFAULT.

21.1 Landowner Default. Any of the actions referenced below shall constitute an event of default on the part of Landowner ("**Event of Landowner Default**"). Upon an Event of Landowner Default, the City shall give written notice of default to Landowner, specifying the default complained of by City. City may not exercise any rights or remedies upon a default by Landowner, unless and until such default continues beyond any applicable cure period set forth in this Section 21.1 after written notice thereof from City. Landowner shall have the opportunity to appear before the City Council at a public hearing prior to the exercise of any of City's rights or remedies under this Agreement with respect to an Event of Landowner Default.

(a) If any representation, warranty or acknowledgement of Landowner is incorrect in any material respect when made and continues to be incorrect in any material respect (*e.g.* representations made by Landowner and contained in this Agreement, or in any application, financial statement, certificate or report submitted to City in connection with this Agreement); or,

(b) MSG as Landowner shall have been dissolved or terminated; or

(c) Landowner fails to keep, observe or perform any of its covenants, duties or obligations under this Agreement in any material respect, and the default continues for a period of ten (10) days in the event of a monetary default or thirty (30) days after written notice thereof from City to Landowner, or in the case of a default which cannot with due diligence be cured within thirty (30) days, Landowner fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

City shall give written notice of default to Landowner, specifying the default complained of by City. City may not exercise any rights or remedies upon an Event of Landowner Default, unless and until such default continues beyond any applicable cure period set forth in this Section 21.1 after written notice thereof from City, and an opportunity for Landowner to appear at a public hearing before the City Council prior to a Termination based upon an Event of Landowner Default.

21.2 City Default. An event of default on the part of City ("**Event of City Default**") shall arise hereunder if any representation, warranty or acknowledgement of City is incorrect in any material respect when made and continues to be incorrect or City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of ten (10) days in the event of a monetary default or thirty (30) days after

written notice thereof from Landowner to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

Landowner shall give written notice of default to City, specifying the default complained of by Landowner. Landowner may not exercise any rights or remedies upon an Event of City Default, unless and until such default continues beyond any applicable cure period set forth in this Section 21.1 after written notice thereof from Landowner.

22. REMEDIES FOR DEFAULT. Subject to the notice and opportunity to cure provisions in Section 21 above, the sole and exclusive judicial remedy for any Party in the event of a Default by the other Party shall be an action in mandamus, specific performance, or other injunctive or declaratory relief. In addition, upon the occurrence of a Default and subsequent to the procedures described in Section 21, the non-defaulting Party shall have the right to Terminate this Agreement (it being understood, however, that FEI shall have no right to Terminate this Agreement), but any such Termination shall not affect such Party's right to seek a remedy on account of the Default for which this Agreement has been Terminated, and shall be subject to the procedures specified in this Agreement. Landowner expressly agrees that City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively, for purposes of this Section 22, "**City**") shall not be liable for any monetary damages for an Event of City Default or any claims against City arising out of this Agreement. Landowner hereby expressly waives any such monetary damages, including consequential, punitive and special damages, against City. City expressly agrees that Landowner and its officers, directors, agents, employees, volunteers and representatives (collectively, for purposes of this Section 22, "**Landowner**") shall not be liable for any monetary damage for a Default by Landowner or any claims against Landowner arising out of this Agreement. City hereby expressly waives any such monetary damages, including consequential, punitive and special damages, against Landowner. Any legal action by a Party alleging a Default must be filed within 180 days from the end of the default procedure described in Section 23. Notwithstanding the foregoing, the City agrees that its sole remedy for any Default by Landowner arising out of a breach of Section 15 shall be to elect to Terminate this Agreement.

23. PROCEDURE REGARDING DEFAULTS. For purposes of this Agreement, a Party claiming another Party is in Default shall be referred to as the "**Complaining Party**."

23.1 Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

23.2 Procedure for Terminating Agreement upon Default. If City desires to Terminate this Agreement in the event of an Event of Landowner Default, the matter shall be set for a public hearing before the City Council. The burden of proof of whether a Party is in

Default shall be on the Party alleging Default. If the City Council determines that an Event of Landowner Default has occurred and has not been cured to City's reasonable satisfaction, or that the Event of Landowner Default presents a serious risk to public health, safety or welfare, the City Council may Terminate this Agreement.

24. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT. If either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a Default, or otherwise arising out of this Agreement, the Prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees (including, without limitation, costs and expenses), which shall be payable whether or not such action is prosecuted to judgment. "**Prevailing Party**" within the meaning of this Section 23 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

25. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY THIRD PARTIES TO THE AGREEMENT. If any Person or entity not a Party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall fully cooperate in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City for all reasonable costs (including court costs) and reasonable attorneys' fees actually incurred by City in defense of any such action or other proceeding. In its sole discretion, City may tender its defense of such action to Landowner or defend the action itself. Upon a tender of defense to Landowner by City, Landowner shall defend through counsel approved by City, which approval shall not be unreasonably withheld, and Landowner shall bear all reasonable attorneys' fees and costs from the date of tender.

26. AGREEMENT RUNS WITH THE LAND. Except as otherwise expressly provided for in this Agreement, all of the provisions, agreements, rights, terms, powers, standards, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other Persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California, and the burdens and benefits shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, and lessees.

27. BANKRUPTCY. The obligations of this Agreement shall not be dischargeable in bankruptcy.

28. INSURANCE.

28.1 Public Liability and Property Damage Insurance. At all times that Landowner is undertaking the rehabilitation of the Project as required by the OPA (the "**Rehabilitation Work**") Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence single limit of not less than seven hundred fifty thousand dollars ($750,000), an additional twenty-five million dollars ($25,000,000) in umbrella and excess liability coverage, and a self-insured retention of not more than two hundred fifty thousand dollars ($250,000) per claim. This self-insured retention may be increased based on the availability of insurance with such self-insured retentions at commercially reasonable premiums. The policy so maintained by Landowner shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

28.2 Workers' Compensation Insurance. At all times that Landowner is undertaking the Rehabilitation Work, Landowner shall maintain workers' compensation insurance as required by California law for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Landowner agrees to indemnify City for any damage resulting from Landowner's failure to maintain any such insurance.

28.3 Evidence of Insurance. Prior to commencement of the Rehabilitation Work, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 28.1 and 28.2 and evidence that Landowner is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, other City agencies and their respective elective and appointive boards, commissions, officers, agents, employees, volunteers and representatives as additional insureds with respect to this Agreement and to Landowner performing work on the Project.

29. EXCUSE FOR NONPERFORMANCE. Notwithstanding any provision of this Agreement to the contrary, Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement in the event of, and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by, a(n) act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, laws, litigation, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform (a "**Permitted Delay**").

30. THIRD PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other Person shall have any right of action based upon any provision in this Agreement. City and Landowner hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any Person third party beneficiary status.

31. SEVERABILITY. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any Person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to Persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; *provided, however*, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to Terminate this entire Agreement (with respect to the portions of the Property in which such Party has an interest) from and after such determination (it being understood, however, that FEI shall have no right to Terminate this Agreement).

32. WAIVER: REMEDIES CUMULATIVE. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. The Party for whose benefit a covenant or commitment is provided may waive its rights pursuant to that commitment or covenant, provided that no waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver. Except as provided in Section 22, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

33. APPLICABLE LAW AND VENUE. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. The parties agree that any lawsuit or legal proceeding arising hereunder shall be heard in the Federal District Court in the Central District if in federal court or the Los Angeles Superior Court if in California Superior Court.

34. NOTICES. Any notice to either Party required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Inglewood
One Manchester Boulevard
Inglewood, California 90301
Attention: City Manager

with a copy to:	Office of the City Attorney One Manchester Boulevard Inglewood, California 90301 Attention: Cal P. Saunders
with a copy to: (which shall not constitute notice to the City)	Kane, Ballmer & Berkman 515 S. Figueroa Street, Suite 1850 Los Angeles, California 90071 Attention: Royce K. Jones
FEI:	The Forum Enterprises, Inc. 3900 West Manchester Boulevard Inglewood, California 90305 Attention: Bishop Kenneth C. Ulmer
with a copy to: (which shall not constitute notice to FEI)	The Faithful Central Bible Church Inc. 333 W. Florence Avenue Inglewood, California 90301 Attention: Marc T. Little
MSG:	MSG Forum LLC c/o MSG Holdings, L.P. 2 Penn Plaza New York, New York 10121 Attention: General Counsel
with a copy to: (which shall not constitute notice to MSG)	Gibson, Dunn & Crutcher LLP 333 S. Grand Avenue, Suite 4900 Los Angeles, California 90071 Attention: Amy R. Forbes

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) business days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

35. FORM OF AGREEMENT; RECORDATION; EXHIBITS. City shall cause this Agreement, any amendment hereto, any notice of modification of a Project Approval and any Termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the effective date thereof. Any amendment or Termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or Termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

This Agreement consists of thirty-four (34) pages and ten (10) Exhibits (Exhibits A – J), which constitute the entire understanding and agreement of the Parties.

36. FURTHER ASSURANCES. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

37. APPROVALS. Unless otherwise herein provided, whenever a determination, approval, consent or satisfaction (herein collectively referred to as "**consent**") is required of a Party pursuant to this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed. If a Party shall not consent, the reasons therefore shall be stated in reasonable detail in writing. Consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary consent to or of any similar or subsequent acts or requests. Consent given or withheld by the City Manager may be appealed to the City Council.

38. NOT A PUBLIC DEDICATION. Except as provided herein and in the Project Approvals, nothing contained herein shall be deemed to be a gift or dedication of the Property, or of the Project, or portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever. Except as otherwise provided in Section 14.2 and Section 14.4, Landowner shall have the right to prevent or prohibit the use or operation of the Property, or the Project, or any portion thereof, including buildings and improvements located thereon, by any person for any purpose inimical to the operation of a private, integrated Project as contemplated by this Agreement.

39. ENTIRE AGREEMENT. This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

40. CONSTRUCTION OF AGREEMENT. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. Unless otherwise specified, whenever in this Agreement reference is made to the Table of Contents, any Article or Section, or any defined term, such reference shall be deemed to refer to the Table of Contents, Article, Section or defined term of this Agreement. Exhibits to this Agreement shall be incorporated into this Agreement as if stated fully herein. The use in this Agreement of the words "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. This Agreement has been reviewed

and revised by legal counsel for each of FEI, MSG and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

41. NEXUS/REASONABLE RELATIONSHIP CHALLENGES. Landowner consents to, and waives any and all rights it may have now or in the future to challenge the legal validity of, this Agreement or the Project Approvals (to the extent approved in the forms agreed with Landowner), including any conditions, requirements, policies or programs imposed in this Agreement including, without limitation, any claim that any conditions, requirements, policies or programs may constitute an abuse of police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation or impose an unlawful tax or fee.

42. SIGNATURE PAGES. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

43. TIME. Time is of the essence of this Agreement and of each and every term and condition hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Inglewood, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City of Inglewood on the __ day of _____, 2012, and each of FEI and MSG has caused this Agreement to be executed.

"CITY"

CITY OF INGLEWOOD

By:_____
James T. Butts, Jr.
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

CAL P. SAUNDERS
City Attorney

By:_____
Cal P. Saunders

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By:_____
Royce K. Jones

"LANDOWNER"

"MSG"

MSG FORUM, LLC,
a Delaware limited liability company

_____
Name: Mark C. Cresitello
Title: Senior Vice President &
Assistant Secretary

"FEI"

THE FORUM ENTERPRISES, INC.,
a Delaware corporation

_____
Name: Marc T. Little
Title: Chief Operating Officer &
General Counsel

STATE OF NEW YORK)

COUNTY OF)

On May 2, 2012, before me, STACEY NEELY, a Notary Public, personally appeared Mark Cresitello, 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 executed the same in his authorized capacity(ies), and that by his 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stacey Neely

(Seal)

STACEY NEELY
NOTARY PUBLIC, State of New York
No. 01NE6049796
Qualified in New York County
Commission Expires October 23, 2014

IN WITNESS WHEREOF, the City of Inglewood, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City of Inglewood on the __ day of _____, 2012, and each of FEI and MSG has caused this Agreement to be executed.

"CITY"

CITY OF INGLEWOOD

By:_____
James T. Butts, Jr.
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

CAL P. SAUNDERS
City Attorney

By:_____
Cal P. Saunders

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By:_____
Royce K. Jones

"LANDOWNER"

"MSG"

MSG FORUM, LLC,
a Delaware limited liability company

_____
Name: Mark C. Cresitello
Title: Senior Vice President &
Assistant Secretary

"FEI"

THE FORUM ENTERPRISES, INC.,
a Delaware corporation

_____
Name: Marc T. Little
Title: Chief Operating Officer &
General Counsel

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On May 4, 2012, before me, Jill Jackson, a Notary Public, personally appeared Marc T. Little, 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 executed the same in his authorized capacity(ies), and that by his 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)

JILL L. JACKSON
Commission # 1828147
Notary Public - California
Los Angeles County
My Comm. Expires Dec 23, 2012

IN WITNESS WHEREOF, the City of Inglewood, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City of Inglewood on the __ day of _____, 2012, and each of FEI and MSG has caused this Agreement to be executed.

"CITY"

CITY OF INGLEWOOD

By: _____
James T. Butts, Jr.
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

CAL P. SAUNDERS
City Attorney

By: _____
Cal P. Saunders

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By: _____
Royce K. Jones

"LANDOWNER"

"MSG"

MSG FORUM, LLC,
a Delaware limited liability company

_____
Name: Mark C. Cresitello
Title: Senior Vice President &
Assistant Secretary

"FEI"

THE FORUM ENTERPRISES, INC.,
a Delaware corporation

_____
Name: Marc T. Little
Title: Chief Operating Officer &
General Counsel

JOINDER AND GUARANTY

The undersigned hereby acknowledges consents and agrees to the foregoing Development Agreement and guarantees the obligations of Landowner thereunder.

To the fullest extent permitted by law, the undersigned waives diligence, protest, notice of protest, presentment, demand of payment, notice of dishonor and all other suretyship defenses.

The undersigned acknowledges that it is a direct or indirect owner of Landowner, that it will derive substantial benefits by reason of Landowner's performance of its duties and obligations under the Development Agreement, and that the agreement of City to enter into the Development Agreement is subject to the undersigned's agreement to the above.

MSG HOLDINGS, L.P.,
a Delaware limited partnership

By: MSG Eden Corporation,
a Delaware corporation,
its general partner

Name: Lawrence Burian
Title: Secretary

STATE OF NEW YORK)

COUNTY OF)

On May 2, 2012, before me, Stacey Neely, a Notary Public, personally appeared Lawrence Burian, 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 executed the same in his authorized capacity(ies), and that by his 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stacey Neely

(Seal)

STACEY NEELY
NOTARY PUBLIC, State of New York
No. 01NE6049796
Qualified in New York County
Commission Expires October 23, 2014

FORUM DEVELOPMENT AGREEMENT

EXHIBIT LIST

Exhibit A – Legal Description of Property
Exhibit B – Signage Plan
Exhibit C – Applicable Exactions
Exhibit D – Master Event Permit Configurations
Exhibit E – Form of Community Event Rental Agreement
Exhibit F – Intentionally Deleted
Exhibit G – Form of Assignment and Assumption Agreement
Exhibit H – List of Project Approvals
Exhibit I – Example Shortfall Calculations
Exhibit J – Location of Existing Alcoholic Beverage Service Areas

EXHIBIT A

Legal Description of Property

Real property in the City of Inglewood, County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGLES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE EAST ALONG THE NORTHERLY LINE OF SECTION 34, WHICH IS ALSO THE CENTERLINE OF MANCHESTER BOULEVARD (100 FEET WIDE), A DISTANCE OF 1182.91 FEET; THENCE SOUTH 0° 00' 05" EAST, A DISTANCE OF 50.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MANCHESTER BOULEVARD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 00' 05" EAST, A DISTANCE OF 1270.00 FEET; THENCE WEST, A DISTANCE OF 1149.91 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE (78 FEET WIDE); THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 1234.89 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 72° 30' 30" EAST, ALONG THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, A DISTANCE OF 55.27 FEET TO A POINT OF TANGENCY IN A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 122.12 FEET; THENCE TANGENT TO SAID CURVE, EAST ALONG THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, A DISTANCE OF 976.97 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN DEEDS TO THE CITY OF INGLEWOOD, RECORDED IN BOOK D-682, PAGE 530, IN BOOK D-1473, PAGE 328, AND IN BOOK D-4209, PAGE 199, ALL OF SAID OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 0° 00' 05" EAST, ALONG THE WESTERLY LINE OF SECTION 34, A DISTANCE OF 530.40 FEET; THENCE NORTH 89° 59' 55" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 445.30 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE, NORTH 72° 30' 30" EAST, A DISTANCE OF 28.62 FEET, MORE OR LESS, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 59.50 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 29' 44" EAST, SAID POINT BEING THE EASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED RECORDED IN BOOK D-1473, PAGE 328, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AS FOLLOWS:

SOUTHWESTERLY ALONG SAID CURVE, 47.26 FEET, TANGENT TO SAID CURVE, SOUTH 0° 00' 05" EAST, A DISTANCE OF 261.48 FEET AND SOUTH 3° 37' 23" WEST, A DISTANCE OF 150.28 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF PRAIRIE AVENUE, 78.00 FEET WIDE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SAID SECTION 34; THENCE NORTH ALONG SAID EASTERLY LINE, 107.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45° 00' 00" EAST 14.14 FEET; THENCE EAST 190.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 635.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 267.24 FEET TO A POINT OF

REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 715.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.91 FEET TO A POINT OF TANGENCY WITH SAID SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SECTION 34; THENCE EAST ALONG SAID SOUTHERLY LINE, 3218.78 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 635.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 120.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 715.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 262.55 FEET TO A POINT OF TANGENCY WITH THE SOUTHERLY LINE OF THE NORTHERLY 1240.00 FEET OF SAID SECTION 34; THENCE WEST ALONG SAID LAST MENTIONED SOUTHERLY LINE, 2433.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1960.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 476.96 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2040.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 496.32 FEET; THENCE TANGENT TO SAID CURVE, WEST 190.00 FEET; THENCE NORTH 45° 00' 00" WEST 14.14 FEET TO SAID EASTERLY LINE OF PRAIRIE AVENUE; THENCE SOUTH ALONG SAID EASTERLY LINE, 100.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID SECTION; SOUTH 00° 00' 05" EAST 1212.20 FEET; THENCE EAST 33.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING IN THE EASTERLY LINE OF PRAIRIE AVENUE (78 FEET WIDE); THENCE NORTH 45° 00' 00" 14.14 FEET; THENCE EAST 190.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 635.00 FEET; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 267.24 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 715.00 FEET; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.91 FEET TO ITS TANGENT INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SAID SECTION 34; THENCE ALONG SAID SOUTHERLY LINE, WEST 751.52 FEET TO SAID EASTERLY LINE OF PRAIRIE AVENUE; THENCE ALONG SAID EASTERLY LINE, NORTH 00° 00' 05" WEST 107.80 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 0° 00' 05" EAST, ALONG THE WESTERLY LINE OF SECTION 34, A DISTANCE OF 530.40 FEET; THENCE NORTH 89° 59' 55" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE, 78 FEET WIDE; THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 445.30 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY THE DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE, NORTH 72° 30' 30" EAST, A DISTANCE OF 28.62 FEET, MORE OR LESS, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 59.50 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 29' 44" EAST, SAID POINT BEING THE EASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF INGLEWOOD, RECORDED IN BOOK D-1473, PAGE 328, OFFICIAL RECORDS OF SAID COUNTY; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED, AS FOLLOWS:

SOUTHWESTERLY ALONG SAID CURVE, 47.26 FEET, TANGENT TO SAID CURVE, SOUTH 0° 00' 05" EAST, A DISTANCE OF 261.48 FEET AND SOUTH 3° 37' 23" WEST 150.28 FEET TO THE HEREINBEFORE MENTIONED PRAIRIE AVENUE, 78 FEET WIDE, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE WESTERLY 33.00 FEET OF SAID SECTION; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 00' 05" EAST 581.80 FEET TO THE NORTHERLY EXTREMITY OF THAT CERTAIN COURSE IN THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN DEED TO THE FORUM OF INGLEWOOD,

INC., RECORDED JULY 26, 1966 AS INSTRUMENT NO. 1944, IN BOOK D-3377, PAGE 47, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 45° 00' 00" WEST 14.14 FEET"; THENCE ALONG LAST MENTIONED LINE, SOUTH 45° 00' 00" EAST 14.14 FEET; THENCE EAST 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 28.00 FEET, SAID CURVE ALSO BEING TANGENT AT ITS POINT OF ENDING WITH THE EASTERLY LINE OF THE WESTERLY 45.00 FEET OF SAID SECTION; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 55", AN ARC DISTANCE OF 43.98 FEET TO SAID POINT OF TANGENCY; THENCE ALONG THE LAST MENTIONED EASTERLY LINE, NORTH 0° 00' 05" WEST 563.80 FEET; THENCE NORTH 1° 31' 38" EAST 150.03 FEET TO THE EASTERLY LINE OF THE WESTERLY 45.00 FEET OF SAID SECTION; THENCE ALONG SAID EASTERLY LINE NORTH 0° 00' 05" WEST 253.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 63.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73° 52' 43", AN ARC DISTANCE OF 81.88 FEET TO THE HEREINBEFORE MENTIONED SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 400.00 FEET, A RADIAL AT SAID POINT BEARS NORTH 16° 07' 22" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 22' 08", AN ARC DISTANCE OF 9.56 FEET; THENCE TANGENT TO SAID CURVE SOUTH 72° 30' 30" WEST 26.65 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT FROM SAID LAND, AN UNDIVIDED 28/200THS OF 1 PERCENT OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OR THE PROCEEDS THEREFROM IN AND UNDER OR THAT MAY BE PRODUCED OR SAVED FROM SAID LAND, AS RESERVED BY MANCHESTER AVENUE COMPANY, IN DEED RECORDED AUGUST 31, 1956 AS INSTRUMENT NO. 2084, IN BOOK 52179, PAGE 412, OFFICIAL RECORDS.

ALSO EXCEPT THE INTEREST OF INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN ALL OIL AND GAS ROYALTIES AND PAYMENTS DERIVED FROM THE EXISTING OIL AND GAS LEASES ON SAID LAND OR ANY PART THEREOF, WHICH ARE PRESENTLY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS RESERVED BY INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN DEED RECORDED NOVEMBER 21, 1962 AS INSTRUMENT NO. 1996, IN BOOK D-1829, PAGE 887, OFFICIAL RECORDS.

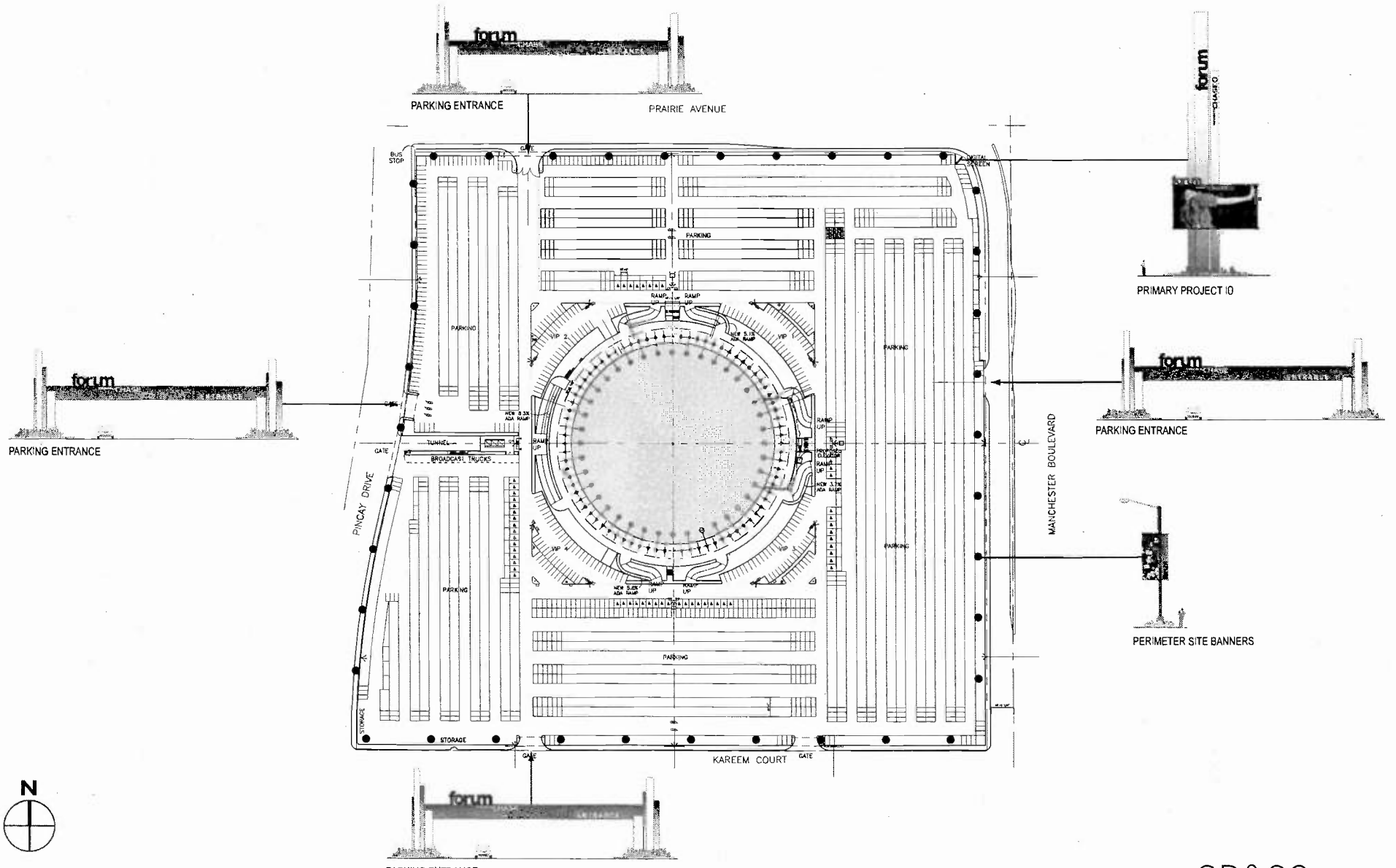
ALSO EXCEPT ALL MINERAL, OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY MASON LETTEAU, P.T. HINCON AND JOHN R. MACFADEN, BEING THE SUCCESSOR IN OFFICE OF CHRIS G. DEMETRIOUS AND THEIR SUCCESSORS IN OFFICE AS BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETERY ASSOCIATION, IN DEED RECORDED MARCH 18, 1964 AS INSTRUMENT NO. 1220, IN BOOK D-2398, PAGE 795, OFFICIAL RECORDS.

APN: 4025-001-002

EXHIBIT B

Signage Plan

[See attached.]

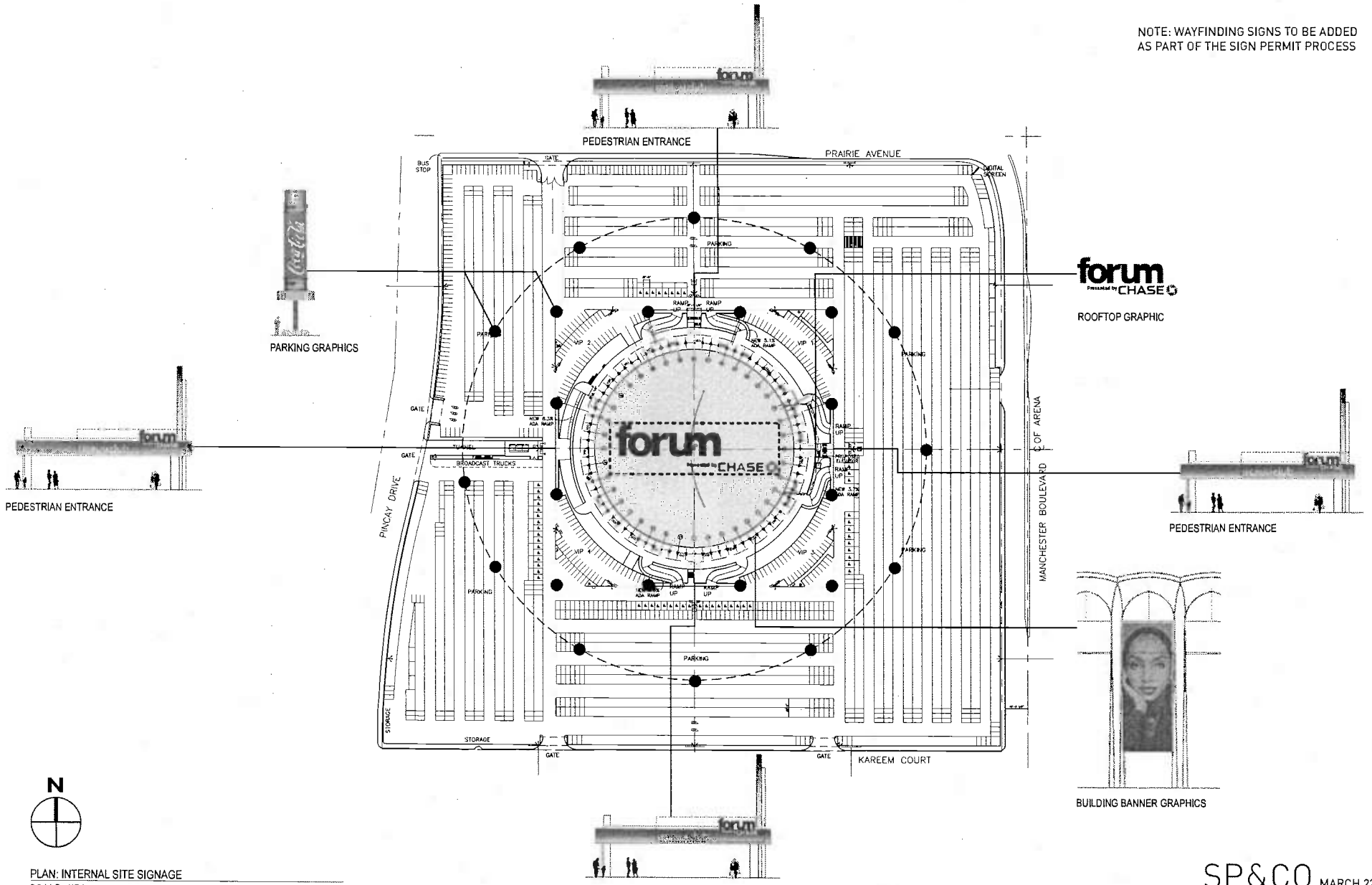


PLAN: PERIMETER SITE SIGNAGE

SCALE: NTS

SP&CO MARCH 22, 2012

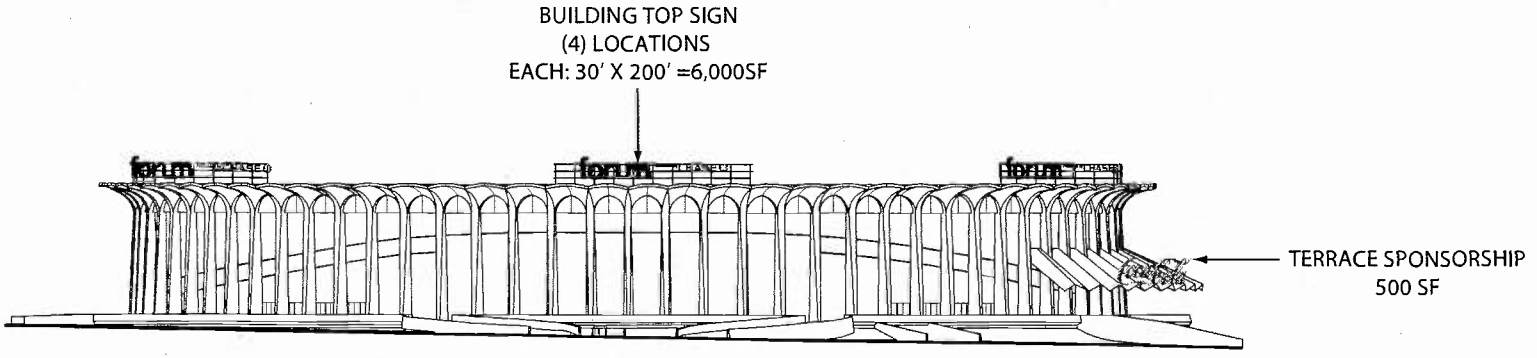
NOTE: WAYFINDING SIGNS TO BE ADDED
AS PART OF THE SIGN PERMIT PROCESS



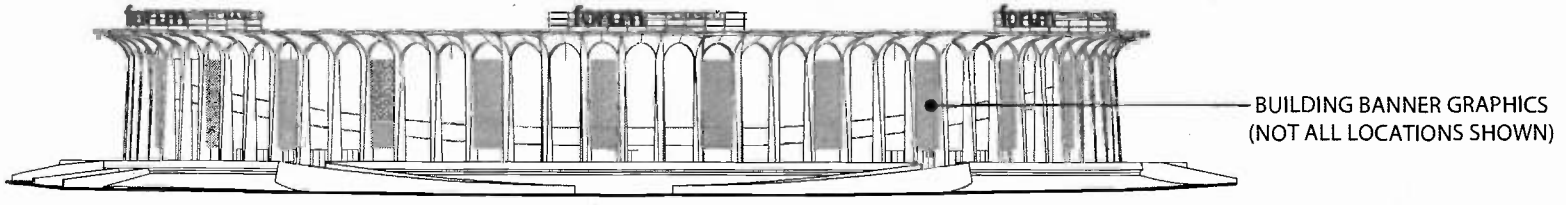
PLAN: INTERNAL SITE SIGNAGE
SCALE: NTS

SP&CO MARCH 22, 2012

SIGN TYPE	SIGN AREA
PERIMETER SITE SIGNAGE	15,141 SF
INTERNAL SITE SIGNAGE	46,222 SF
ILLUMINATED ROOFTOP SIGN	37,000 SF
BUILDING TOP SIGN (4 LOCATIONS)	24,000 SF
TERRACE SPONSORSHIP	500 SF
TOTAL PROJECT SIGN AREA	**122,463 SF**

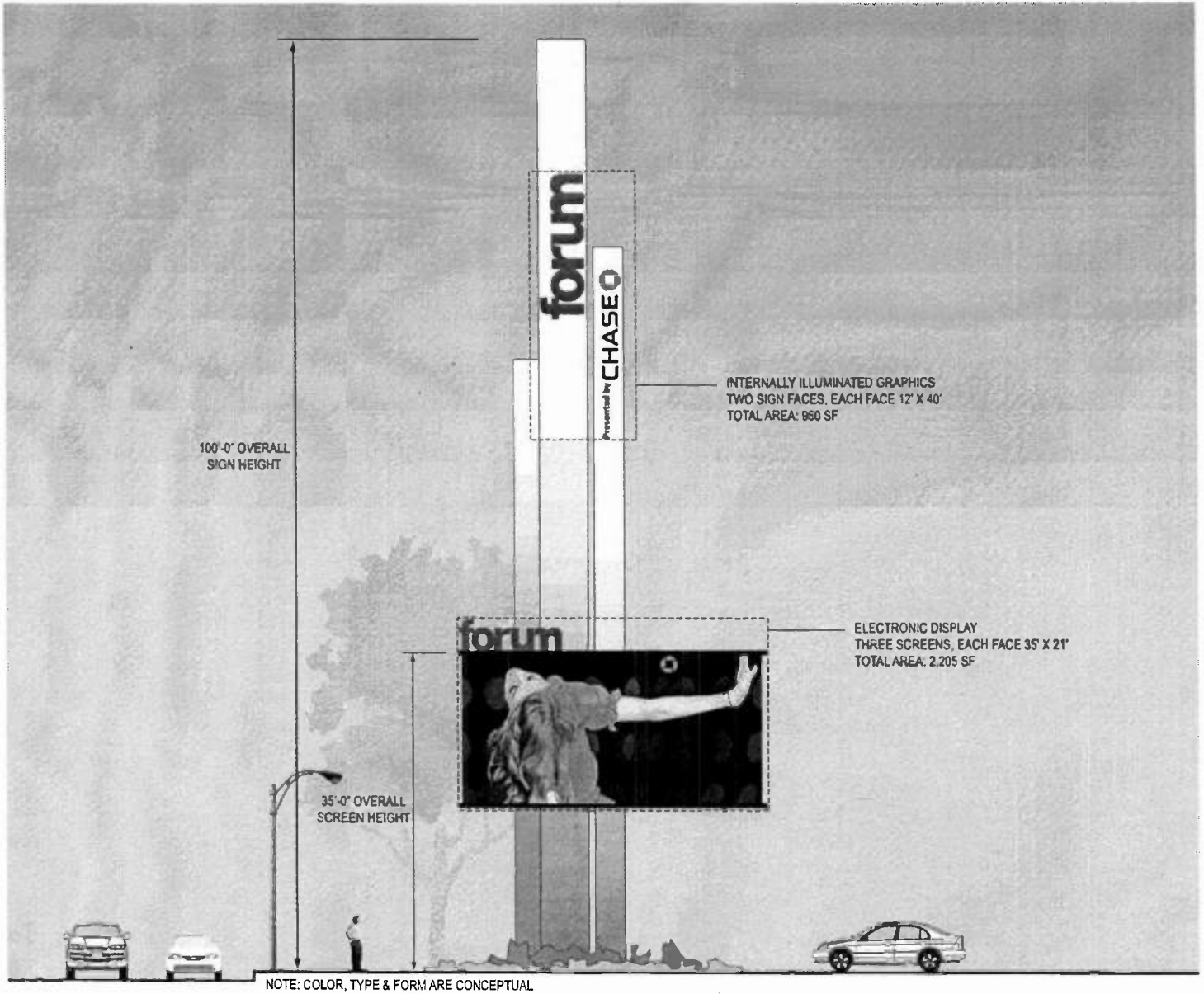


WEST ELEVATION LOOKING EAST



SOUTH ELEVATION LOOKING NORTH

SP&CO MARCH 22, 2012



NOTE: COLOR, TYPE & FORM ARE CONCEPTUAL

ELEVATION: PRIMARY PROJECT ID SIGN

SCALE: 3/32" = 1'-0"

PRIMARY PROJECT ID SIGN
TOTAL GRAPHIC SIGN AREA: 3,165 SF

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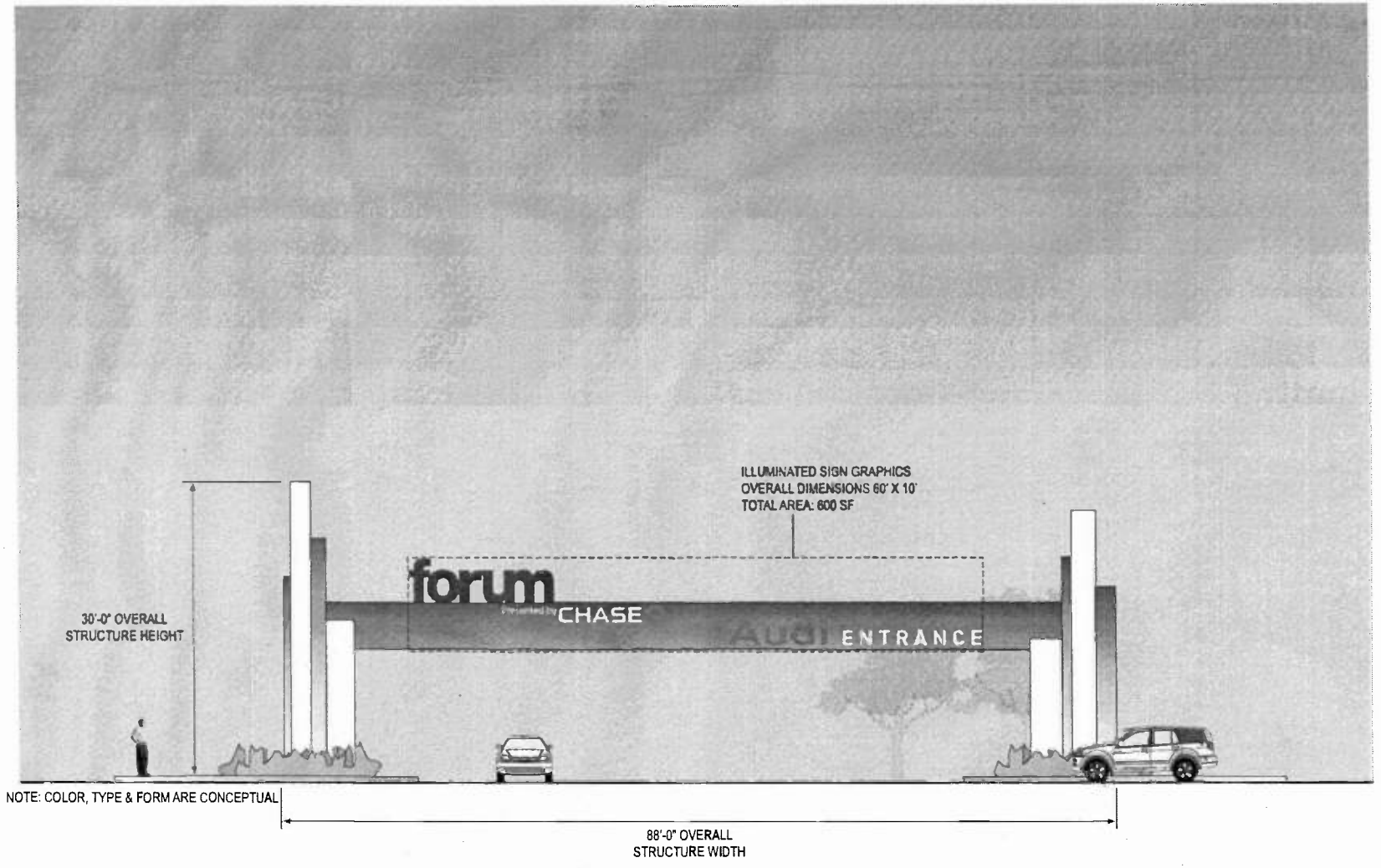
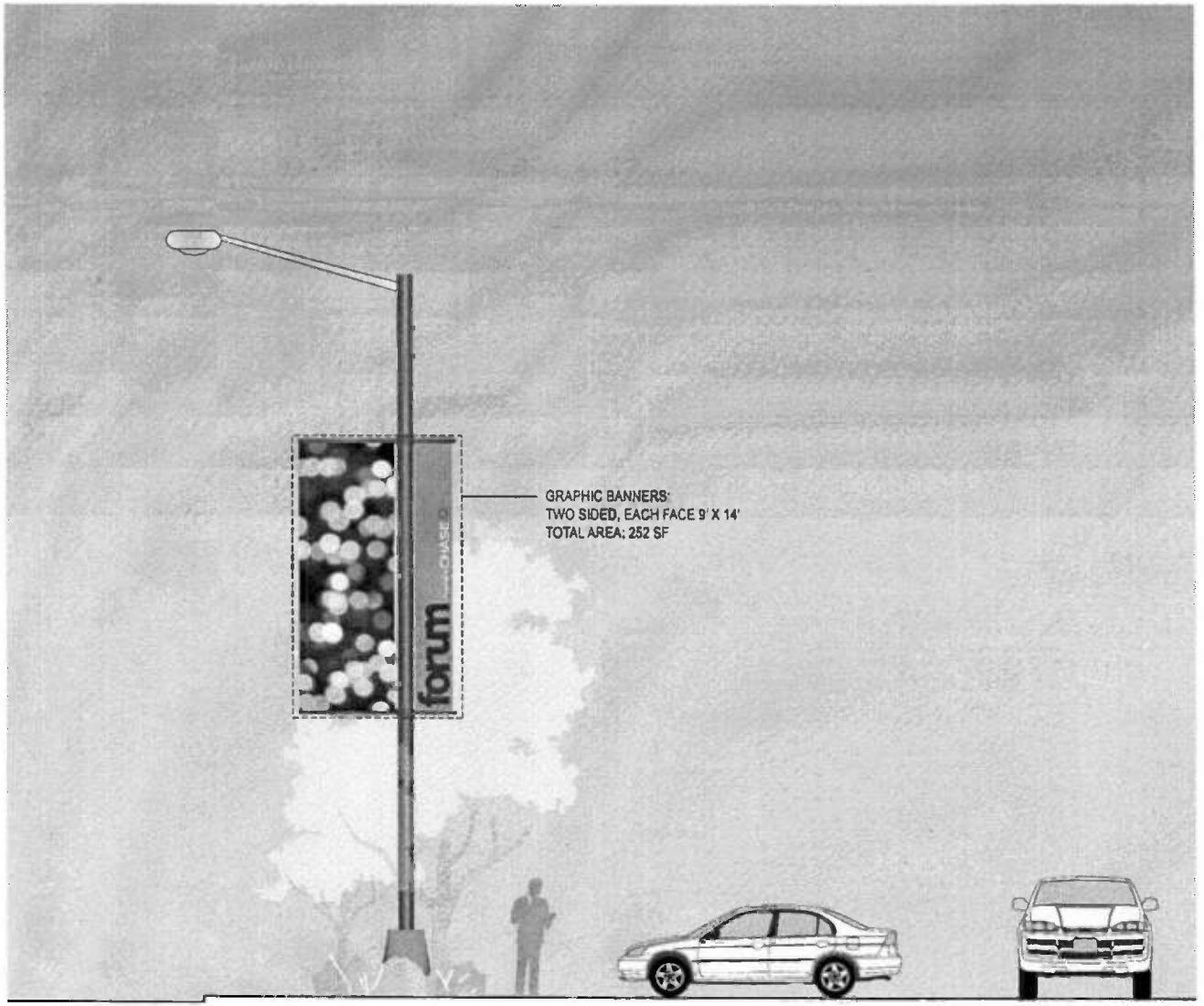
PARKING ENTRANCE GATE
TOTAL GRAPHIC AREA: 600 SF



ELEVATION: PARKING ENTRANCE SIGN
SCALE: 3/32" = 1'-0"

SP&CO MARCH 22, 2012

PERIMETER SITE BANNERS
TOTAL GRAPHIC AREA: 252 SF

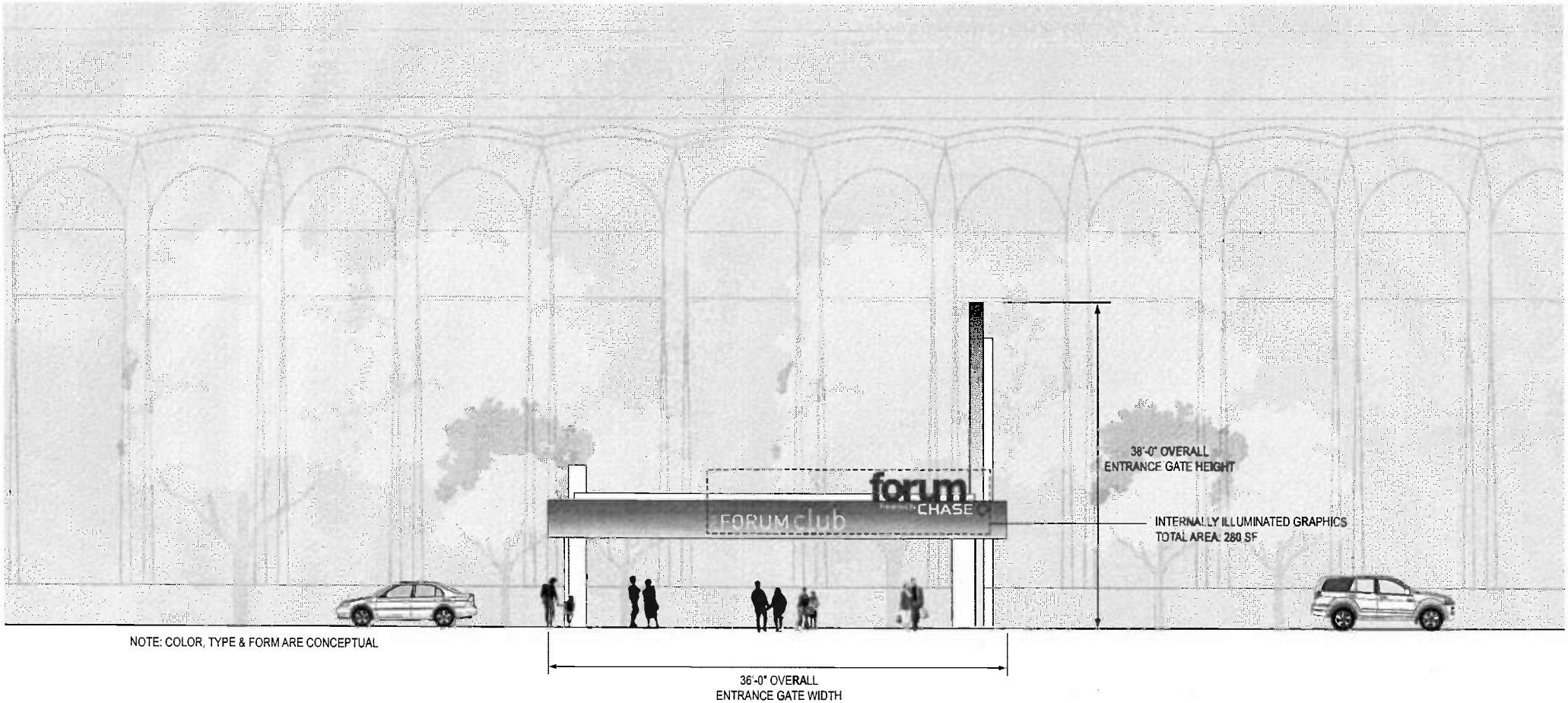


NOTE: COLOR, TYPE & FORM ARE CONCEPTUAL

ELEVATION: PERIMETER SITE BANNERS
SCALE: 3/16" = 1'-0"

SP&CO MARCH 22, 2012

PEDESTRIAN ENTRANCE SIGN
TOTAL GRAPHIC SIGN AREA: 280 SF

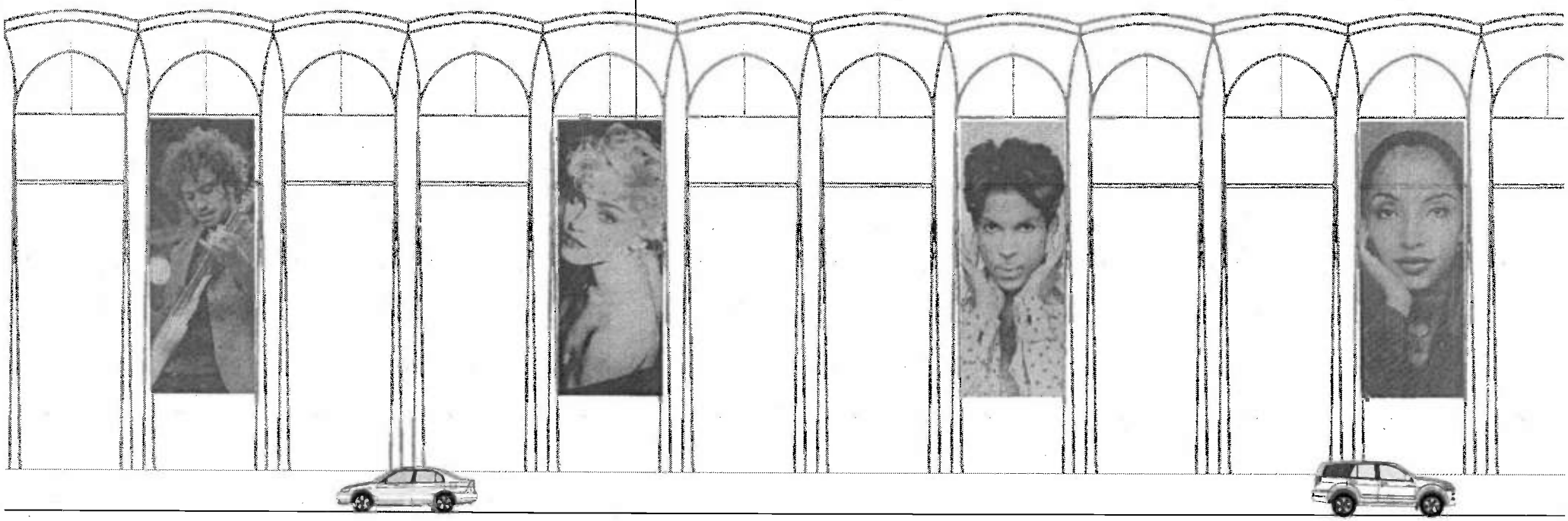


ELEVATION: PEDESTRIAN ENTRANCE SIGN
SCALE: 3/32" = 1'-0"

SP&CO MARCH 22, 2012

BUILDING BANNER GRAPHICS
TOTAL GRAPHIC SIGN AREA: 810 SF

BUILDING BANNER GRAPHICS
EACH 18'-0" X 45'-0" (810 SF)
27 BANNER LOCATIONS

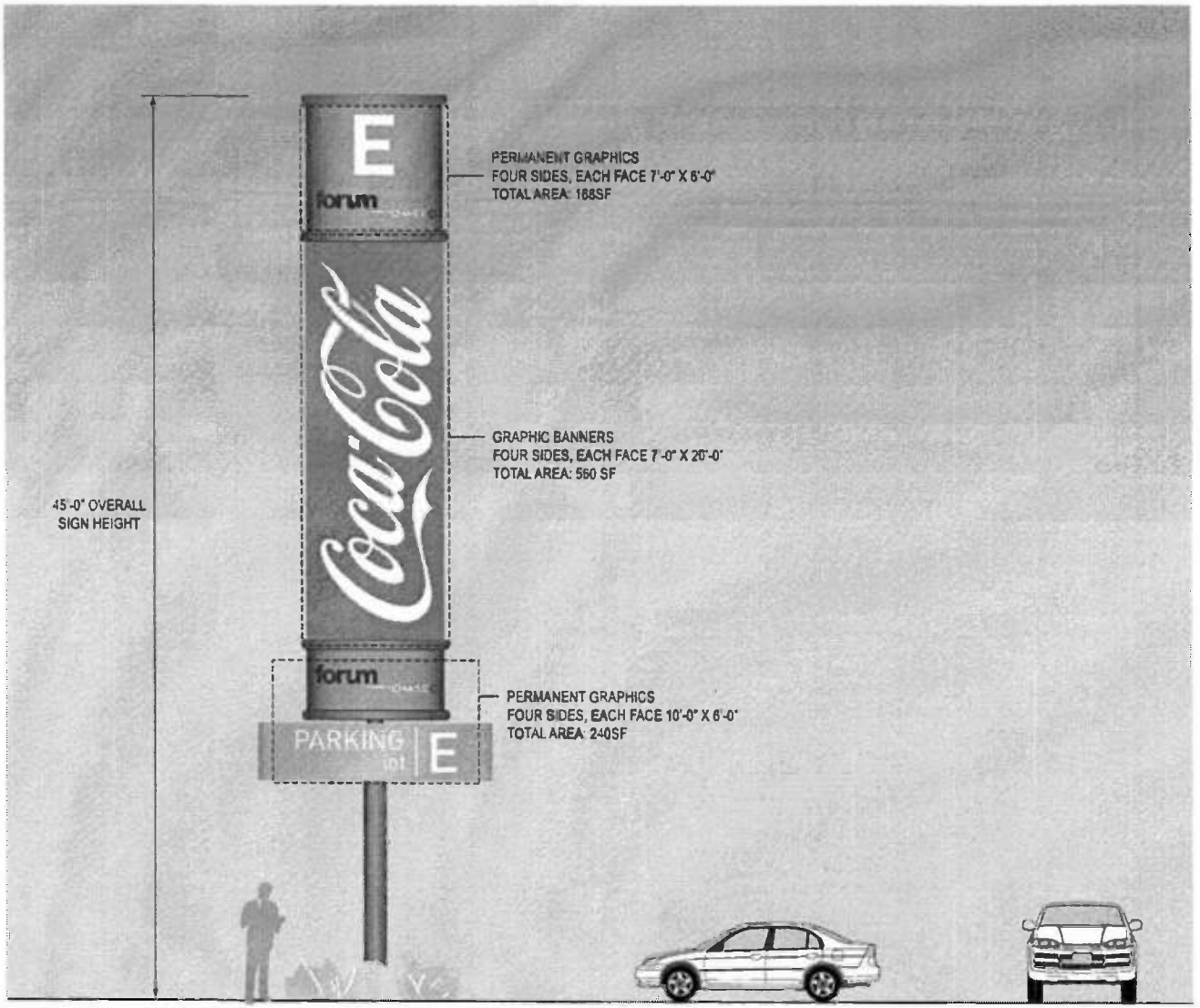


NOTE: COLOR, TYPE & FORM ARE CONCEPTUAL

ELEVATION: BUILDING BANNER GRAPHICS
SCALE: 3/32" = 1'-0"

SP&CO MARCH 22, 2012

PARKING SURFACE GRAPHICS
TOTAL GRAPHIC AREA: 968 SF



NOTE: COLOR, TYPE & FORM ARE CONCEPTUAL

ELEVATION: PARKING SURFACE GRAPHICS
SCALE: 3/16" = 1'-0"

SP&CO MARCH 22, 2012

EXHIBIT C

Applicable Exactions

1. Public Art Fee (Inglewood Municipal Code ("IMC") § 11-141).

2. Parking Tax (IMC § 9-19) – a tax of ten percent (10%) of the rent for every occupancy of parking space in a parking station in the City.

3. Admissions Tax (IMC § 9-6) – a tax upon "each admission for which a charge is made to any enclosure, auditorium or place when such admission is for the purpose of attending a live sporting, athletic, theatrical, contest or presentation or any other live entertainment type exhibition, spectacle or participation of any kind."

    a. $0 for events with attendance of fewer than 1,000 persons (IMC § 9-6(4)).

    b. $0.89 per admission for events with attendance between 1,000 and 22,000 persons (IMC § 9-6(2)).

    c. 10% of the admission price for events with attendance of over 22,000 persons (IMC § 9-6(5)).

4. Gross Receipts Tax (IMC § 8-23) – a business tax on the gross receipts of certain businesses.

    a. Event Receipts (IMC § 8-23.10) – a tax upon gross receipts from "boxing, wrestling events, shows, exhibitions, lectures, theatrical, operatic performance and like performances": minimum tax of Twenty-Two and No/100 Dollars ($22.00) for any part of the calendar year plus One and 10/100 Dollars ($1.10) for each One Thousand Dollars ($1,000) or fraction thereof of gross receipts above Twenty Thousand Dollars ($20,000).

EXHIBIT D

Master Event Permit Configurations

[See attached.]

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.

Total Fixed Seats:

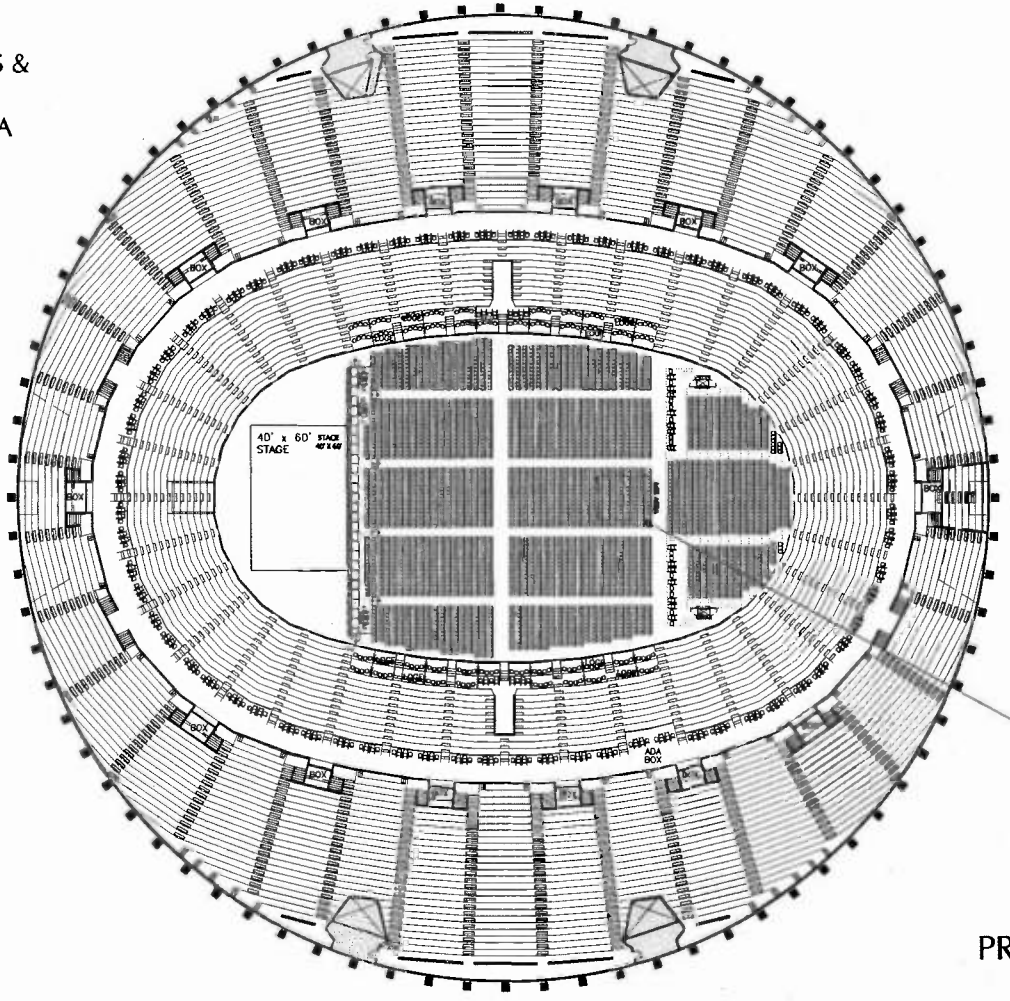
Upper and lower seating bowl + north removable platform + 300 seat contingency

=15,104

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

12,340 sf (not including aisles)
(+ 4,260 sf for aisles)



FLOOR:
Folding - 2,807
North Removable - 678
W/C + Companion - 40

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 17,179

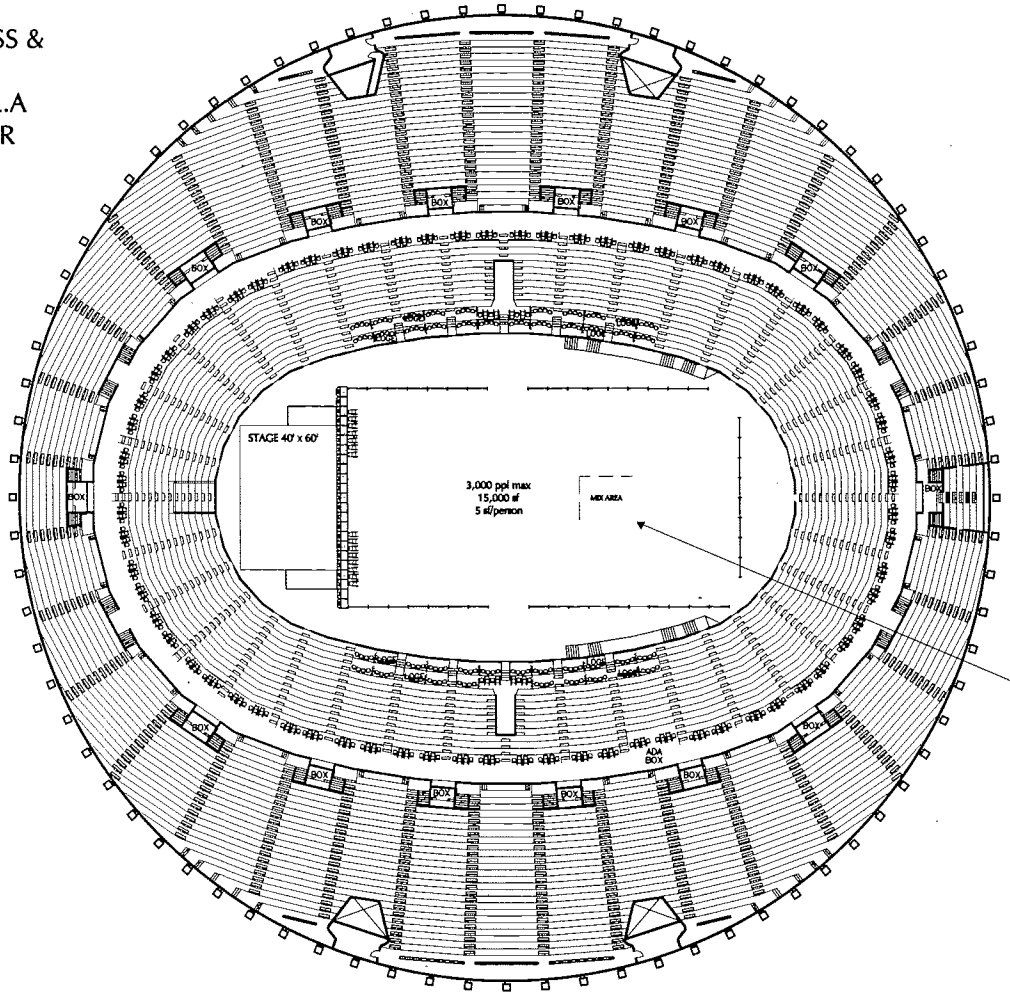
BASED ON 1% ADA
(172 W/C + 172 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED 360 END STAGE CONCERT SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



Total Fixed Seats:

Upper and lower seating bowl + 300 seat contingency

=14,426

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

15,000 sf

FLOOR:
General Admission - 3,000
W/C + Companion - 30

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 16,684

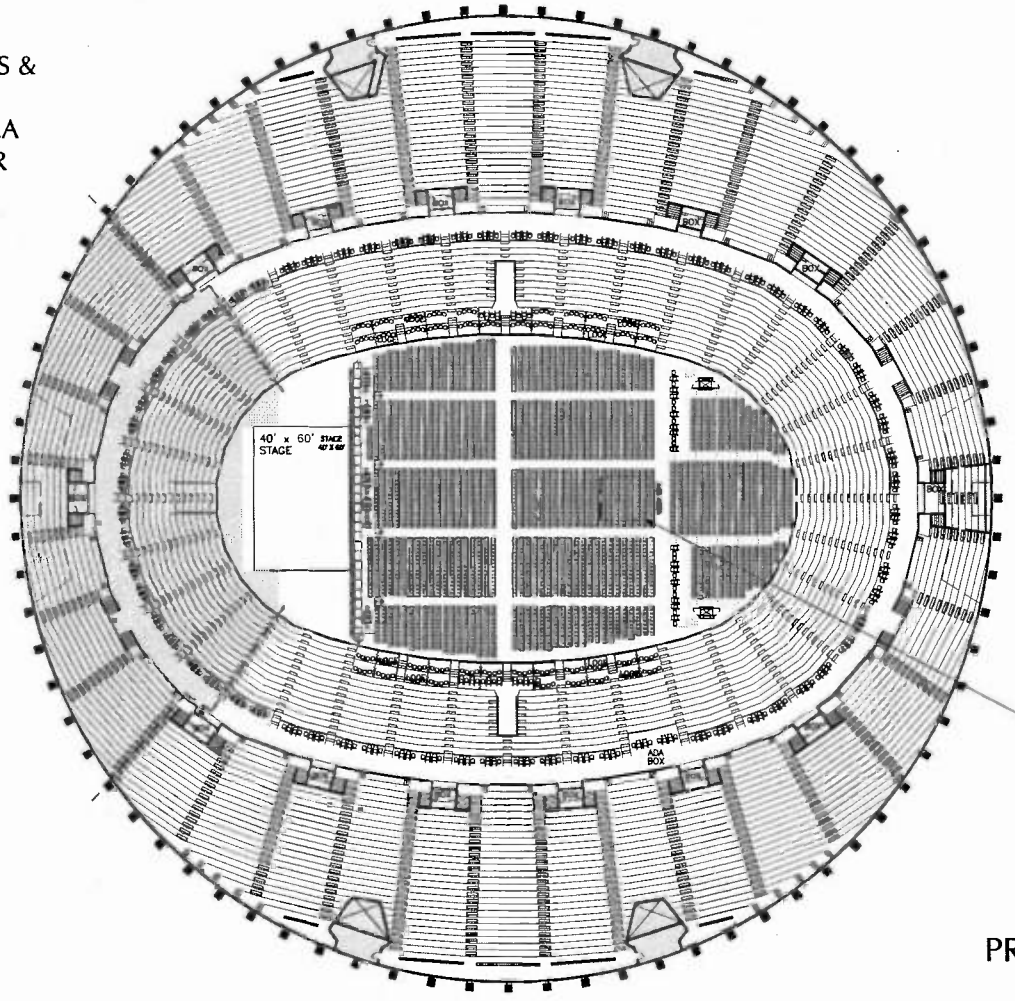
BASED ON 1% ADA
(167 W/C + 167 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED 360 END STAGE
(FULL GA) SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



Total Fixed Seats:

Upper and lower seating bowl + north removable platform + 300 seat contingency

=12,951

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 480 seats in the above total)

Floor Area:

12,341 sf (not including aisles)
(+ 4,260 sf for aisles)

FLOOR:
Folding - 2,793
North Removable - 678
W/C + Companion - 50

LOWER BOWL:
Loges - 170
Forum Club - 518
General - 2,765
W/C + Companion - 250

UPPER BOWL:
Boxes - 128
General - 7,912

CONTINGENCY (-200)

TOTAL = 15,052

BASED ON 1% ADA
(150 W/C + 150 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED 270 END STAGE CONCERT SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.

Total Fixed Seats:

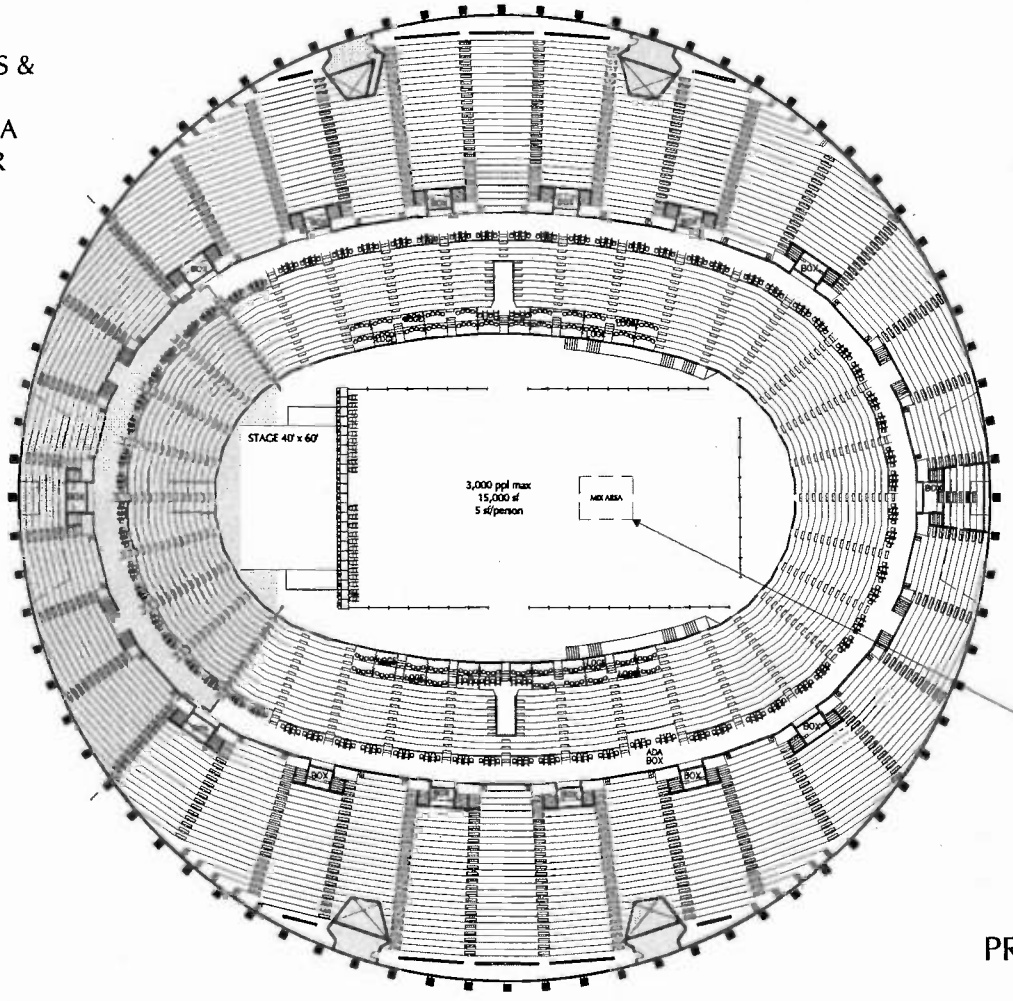
Upper and lower seating bowl + 300 seat contingency

=12,951

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 480 seats in the above total)

Floor Area:

15,000 sf



FLOOR:
General Admission - 3,000
W/C + Companion - 48

LOWER BOWL:
Loges - 172
Forum Club - 518
General - 2,765
W/C + Companion - 244

UPPER BOWL:
Boxes - 128
General - 7,912

CONTINGENCY (-200)

TOTAL = 14,587

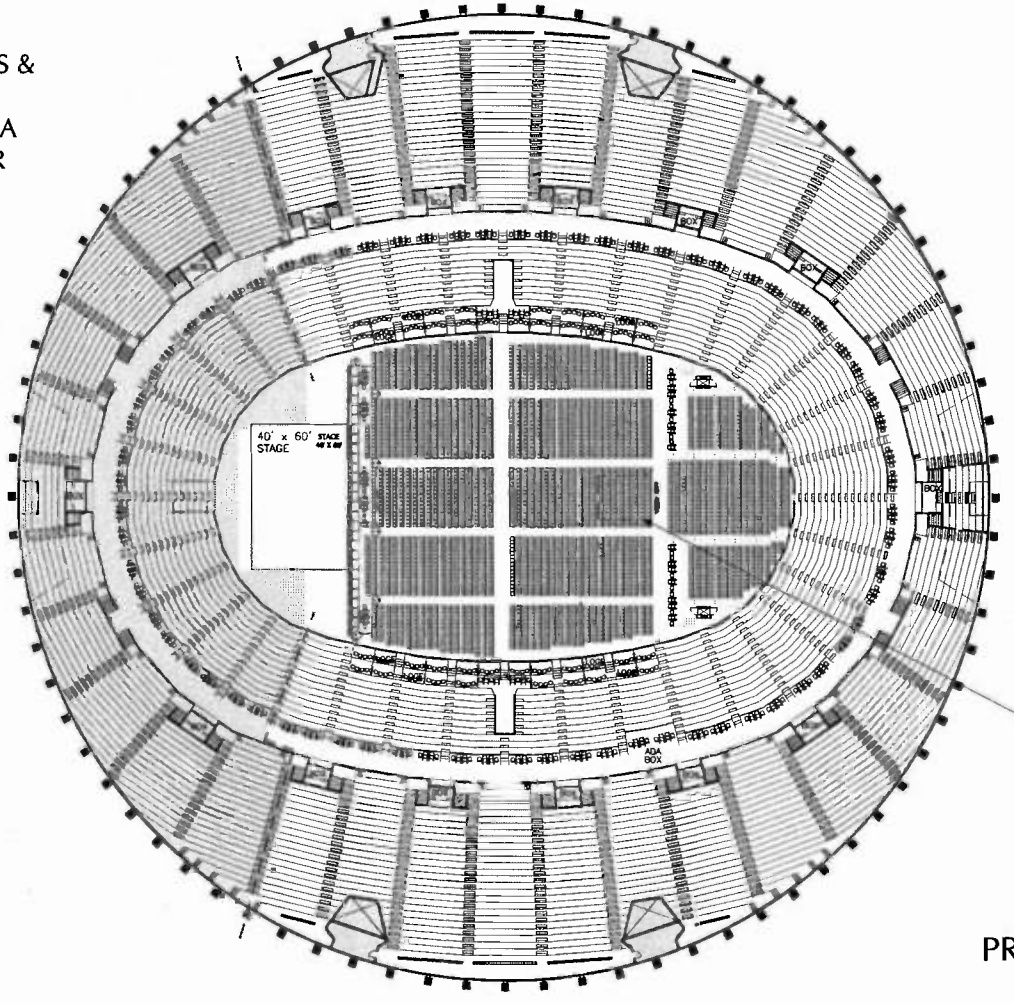
BASED ON 1% ADA
(146 W/C + 146 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED 270 END STAGE CONCERT
(FULL GA) SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



FLOOR:
Folding - 2,793
North Removable - 678
W/C + Companion - 50

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 2,531
W/C + Companion - 224

UPPER BOWL:
Boxes - 108
General - 6,778

CONTINGENCY (-200)

TOTAL = 13,656

BASED ON 1% ADA
(137 W/C + 137 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

Total Fixed Seats:

Upper and lower seating bowl + north removable platform + 300 seat contingency

=11,521

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 432 seats in the above total)

Floor Area:

12,341 sf (not including aisles)
(+ 4,260 sf for aisles)

PROPOSED 220 END STAGE CONCERT SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.

Total Fixed Seats:

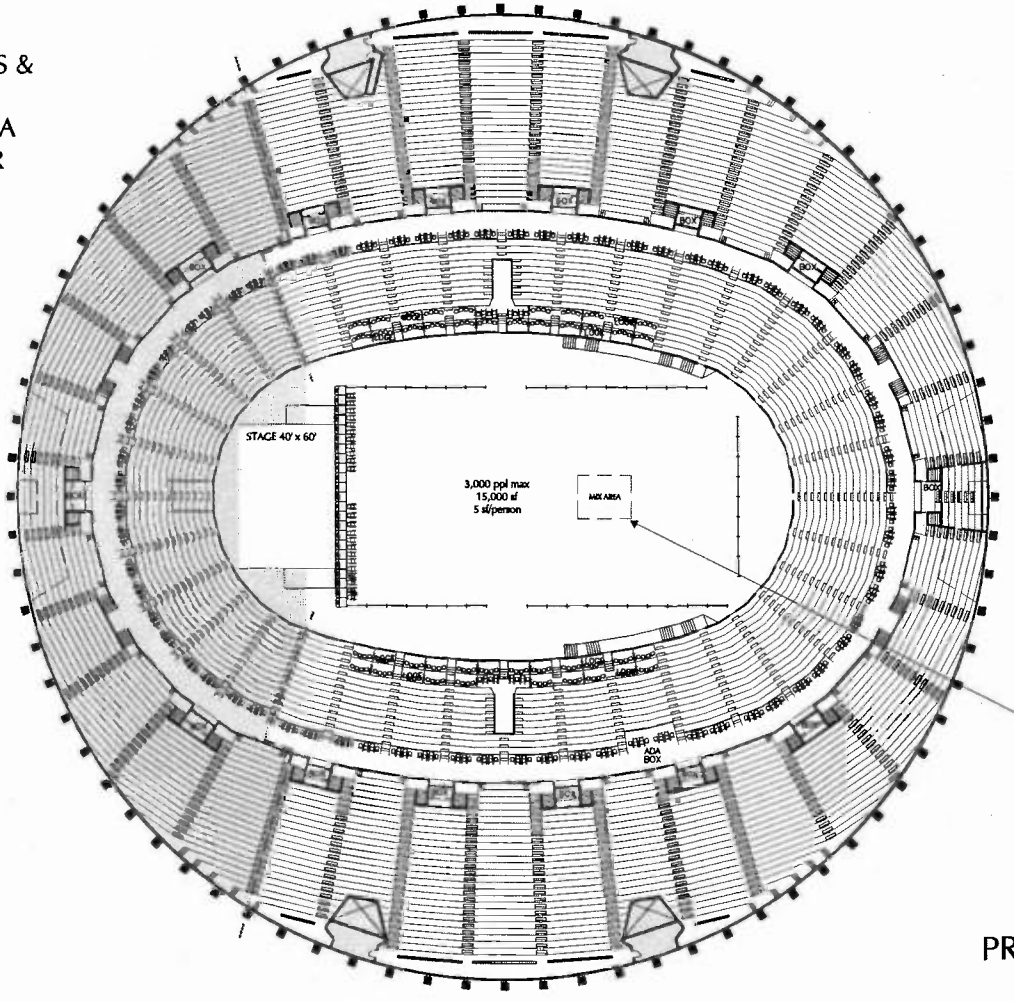
Upper and lower seating bowl + 300 seat contingency

=11,521

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 432 seats in the above total)

Floor Area:

15,000 sf



FLOOR:
General Admission - 3,000
W/C + Companion - 40

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 2,531
W/C + Companion - 224

UPPER BOWL:
Boxes - 108
General - 6,778
CONTINGENCY (-200)

TOTAL = 13,175

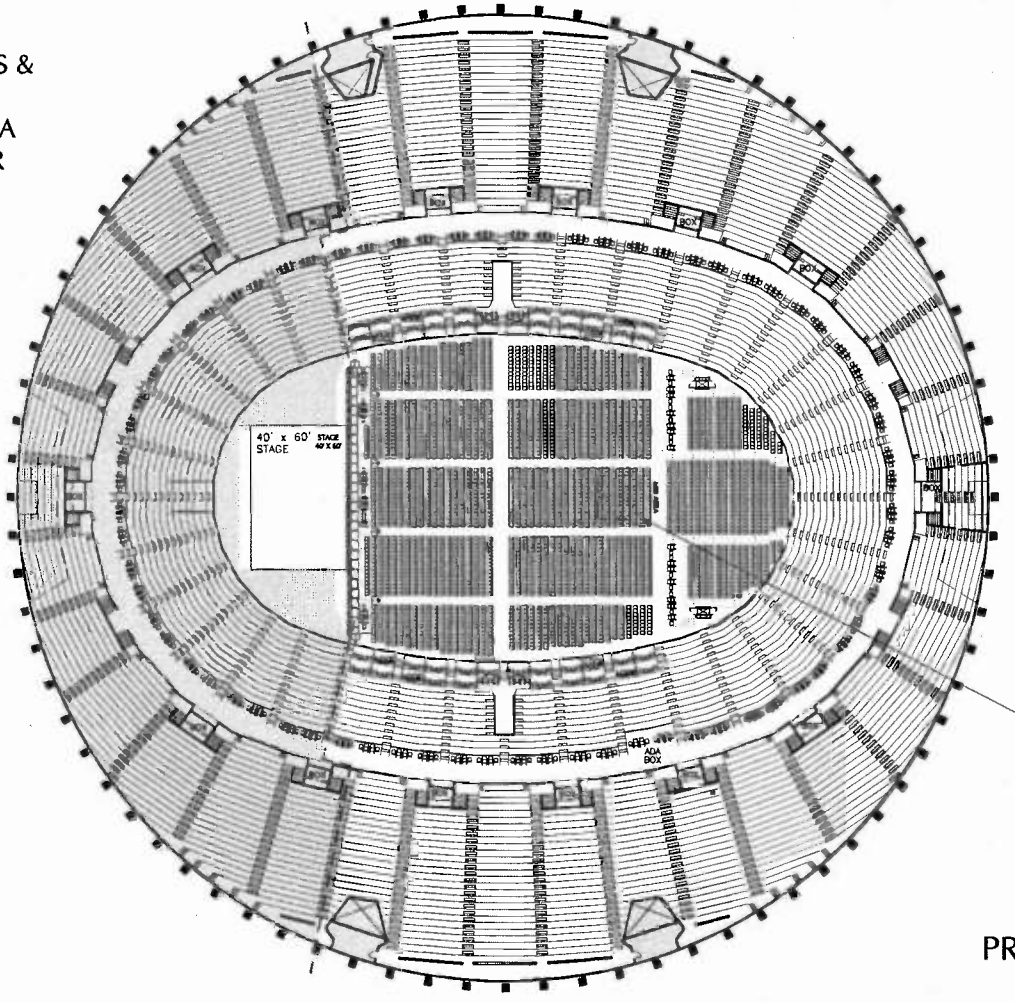
BASED ON 1% ADA
(132 W/C + 132 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED 220 END STAGE CONCERT
(FULL GA) SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



Total Fixed Seats:

Upper and lower seating bowl + north removable platform + 300 seat contingency

=10,633

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 408 seats in the above total)

Floor Area:

12,341 sf (not including aisles)
(+ 4,260 sf for aisles)

FLOOR:
Folding - 2,793
North Removable - 678
W/C + Companion - 50

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 2,249
W/C + Companion - 208

UPPER BOWL:
Boxes - 92
General - 6,212

CONTINGENCY (-200)

TOTAL = 12,776

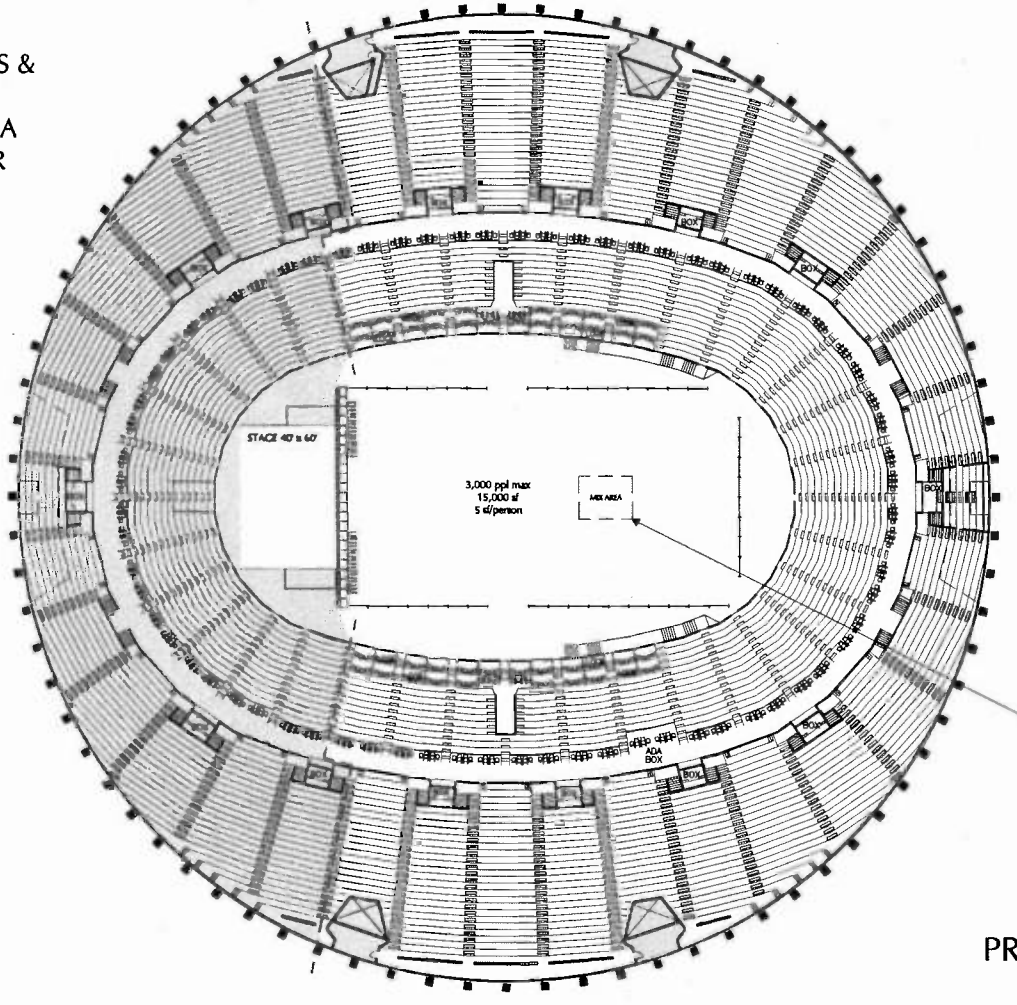
BASED ON 1% ADA
(129 W/C + 129 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED 180 END STAGE CONCERT SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



FLOOR:
General Admission - 3,000
W/C + Companion - 38

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 2,249
W/C + Companion - 208

UPPER BOWL:
Boxes - 92
General - 6,212

CONTINGENCY (-200)

TOTAL = 12,293

BASED ON 1% ADA
(123 W/C + 123 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

Total Fixed Seats:

Upper and lower seating bowl + 300 seat contingency

=10,633

(Note: this number assumes that only 50% of the ADA locations are In use. Converted ADA locations account for approx. 408 seats in the above total)

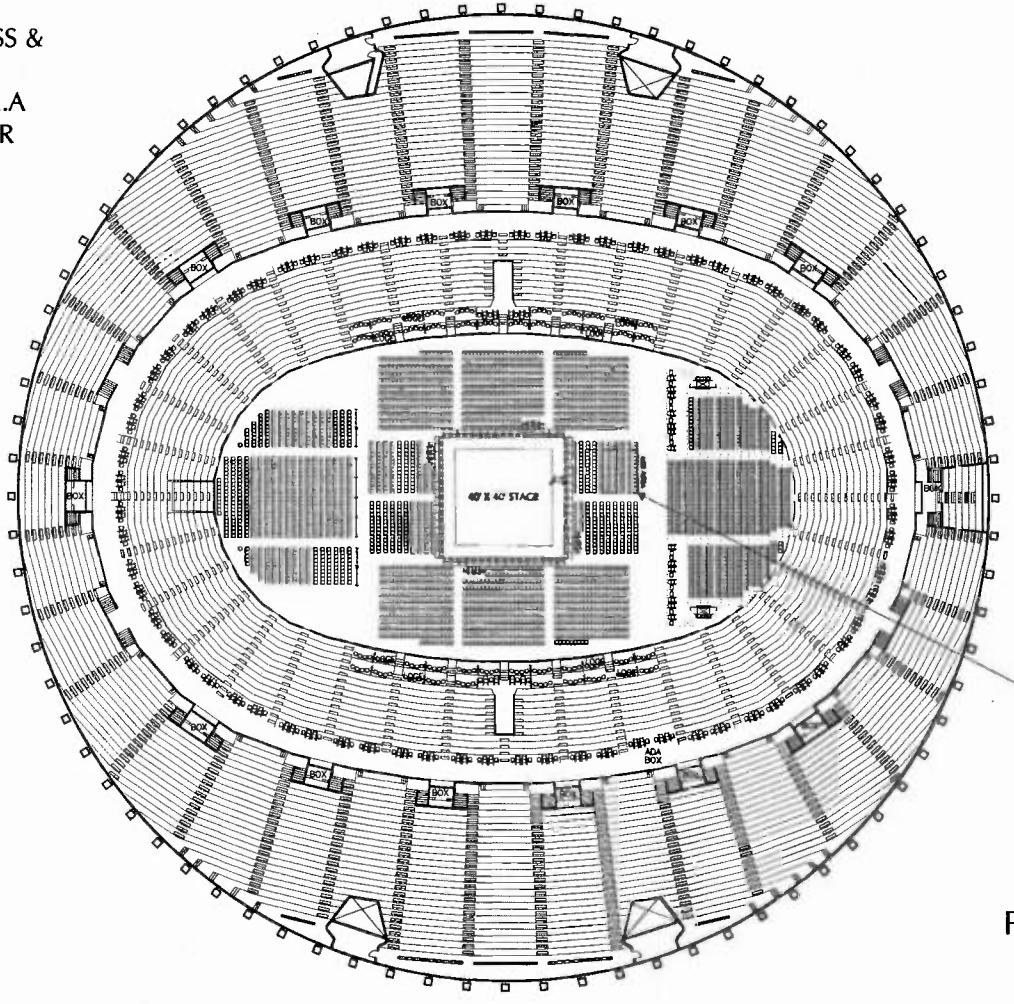
Floor Area:

15,000 sf

PROPOSED 180 END STAGE CONCERT (FULL GA) SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



Total Fixed Seats:

Upper and lower seating bowl + north removable platform + 300 seat contingency

= 15,104

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

11,598 sf (not including aisles)
(+ 5,853 sf for aisles)

FLOOR:
Folding - 2,688
North Removable - 678
W/C + Companion - 40

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 17,060

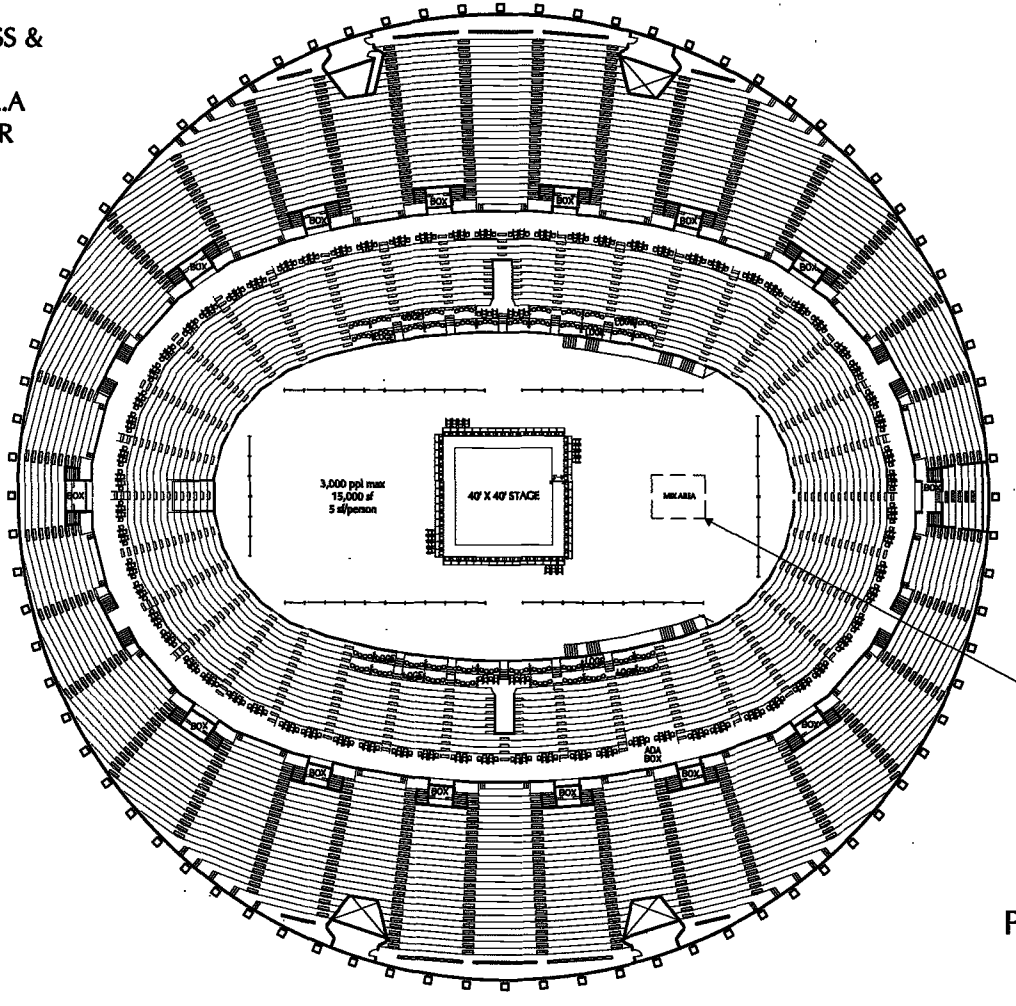
BASED ON 1% ADA
(172 W/C + 172 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED CENTER STAGE CONCERT SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



FLOOR:
General Admission - 3,000
W/C + Companion - 30

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 16,684

BASED ON 1% ADA
(167 W/C + 167 COMPANION)

Total Fixed Seats:

Upper and lower seating bowl + 300 seat contingency

=14,426

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

15,000 sf

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED CENTER STAGE CONCERT (FULL GA) SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.

Total Fixed Seats:

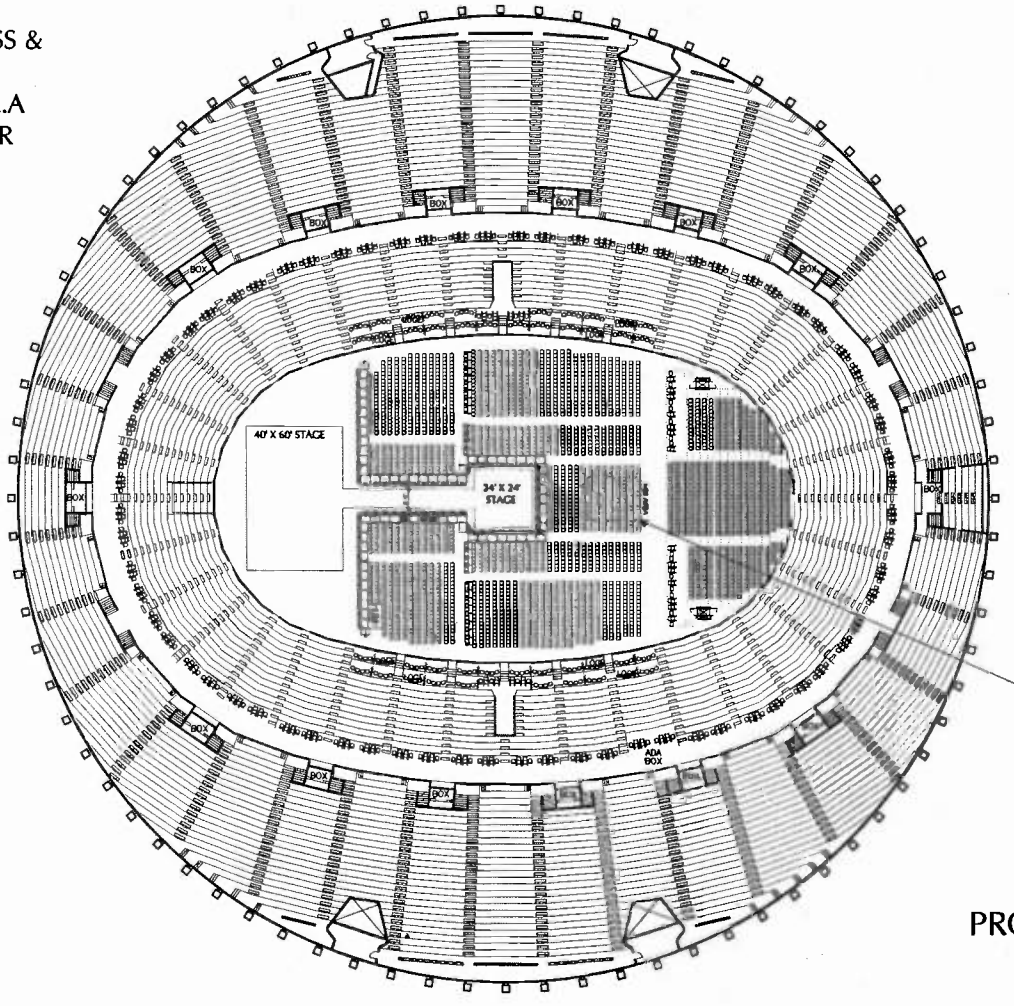
Upper and lower seating bowl + north removable platforum + 300 seat contingency

=15,104

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

9,565 sf (not including aisles)
(+ 4,816 sf for aisles)



FLOOR:
Folding - 2,251
North Removable - 678
W/C + Companion - 32

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 16,615

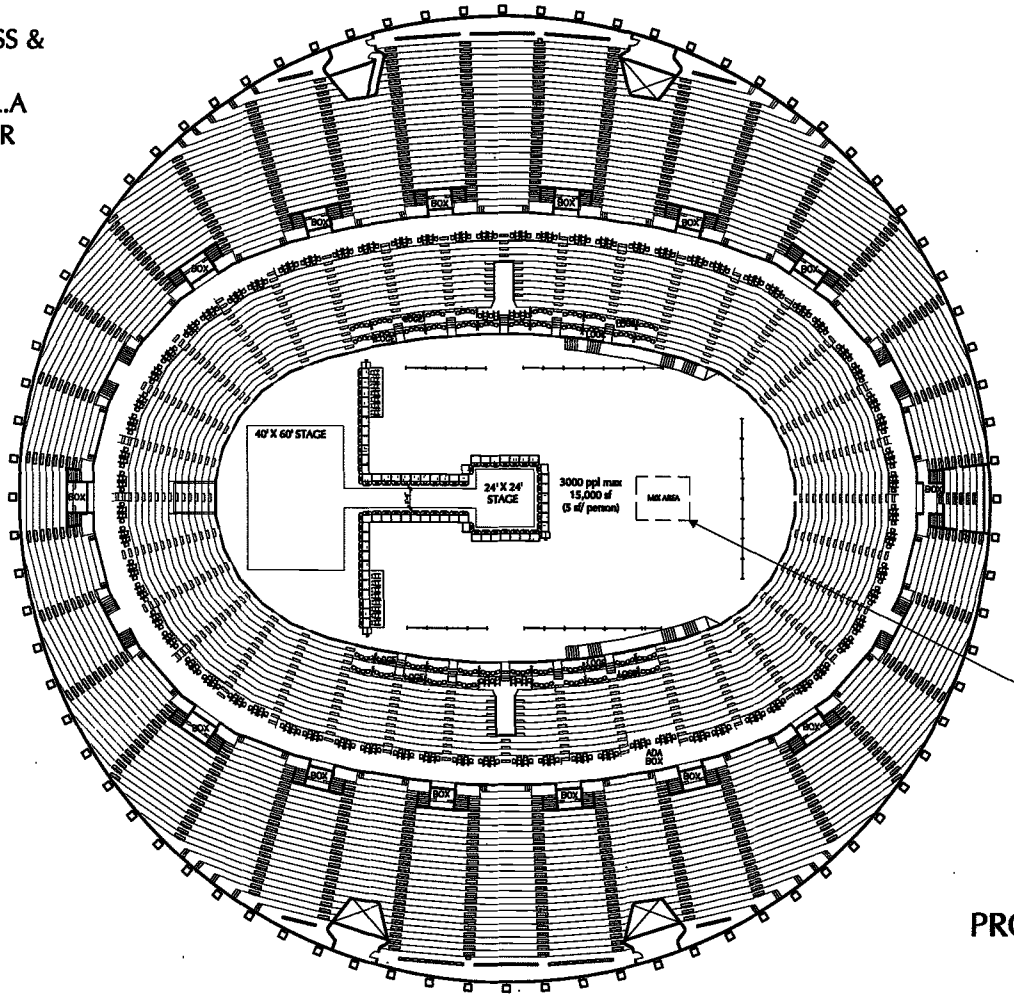
BASED ON 1% ADA
(168 W/C + 168 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED END STAGE WITH RUNWAY
SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

FLOOR:
General Admission - 3,000
W/C + Companion - 30

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 16,684

BASED ON 1% ADA
(167 W/C + 167 COMPANION)

Total Fixed Seats:

Upper and lower seating bowl + 300 seat contingency

=14,426

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

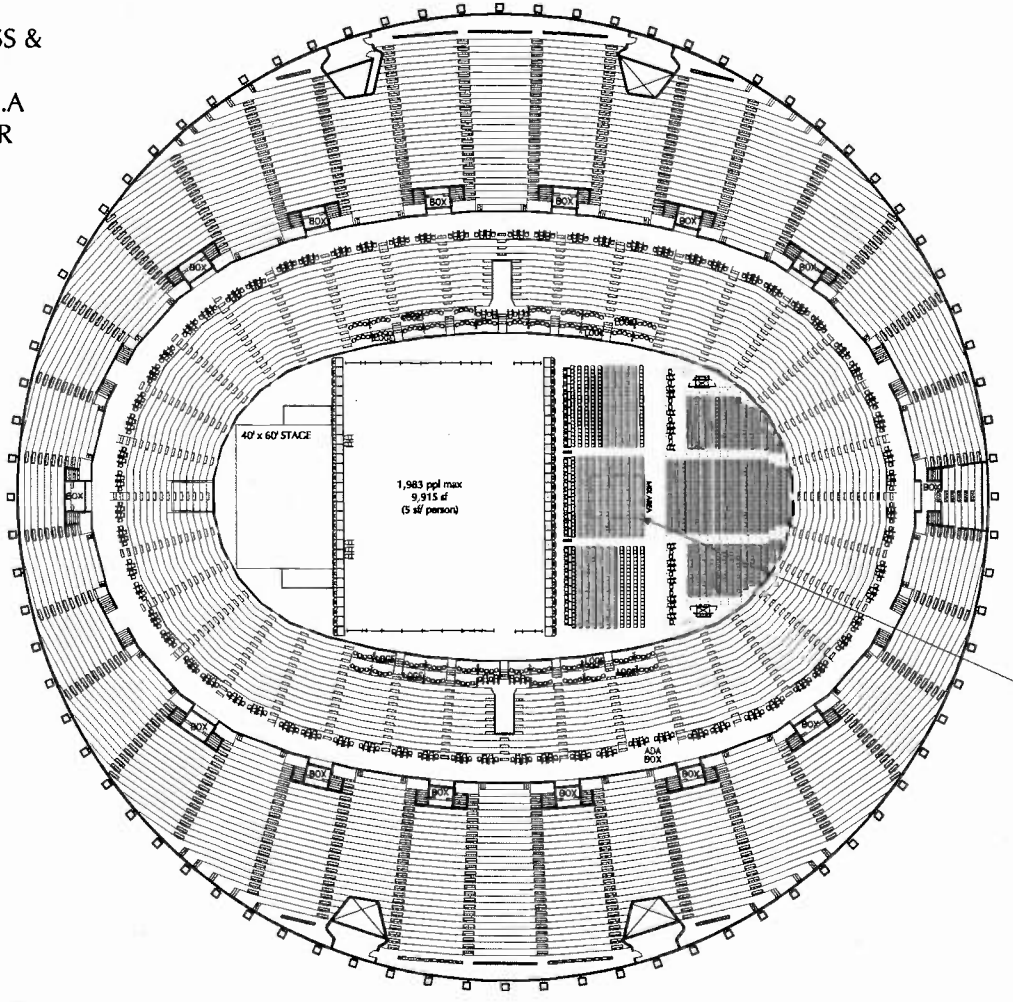
Floor Area:

15,000 sf

PROPOSED END STAGE WITH RUNWAY
(FULL GA) SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



Total Fixed Seats:

Upper and lower seating bowl + north removable platform + 300 seat contingency

=15,104

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

12,926 sf (not including aisles)
(+ 1,635 sf for aisles)

FLOOR:
Folding - 2,621
North Removable - 678
W/C + Companion - 38

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 16,991

BASED ON 1% ADA
(171 W/C + 171 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED 360 END STAGE
(FRONT GA FLOOR) SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.

Total Fixed Seats:

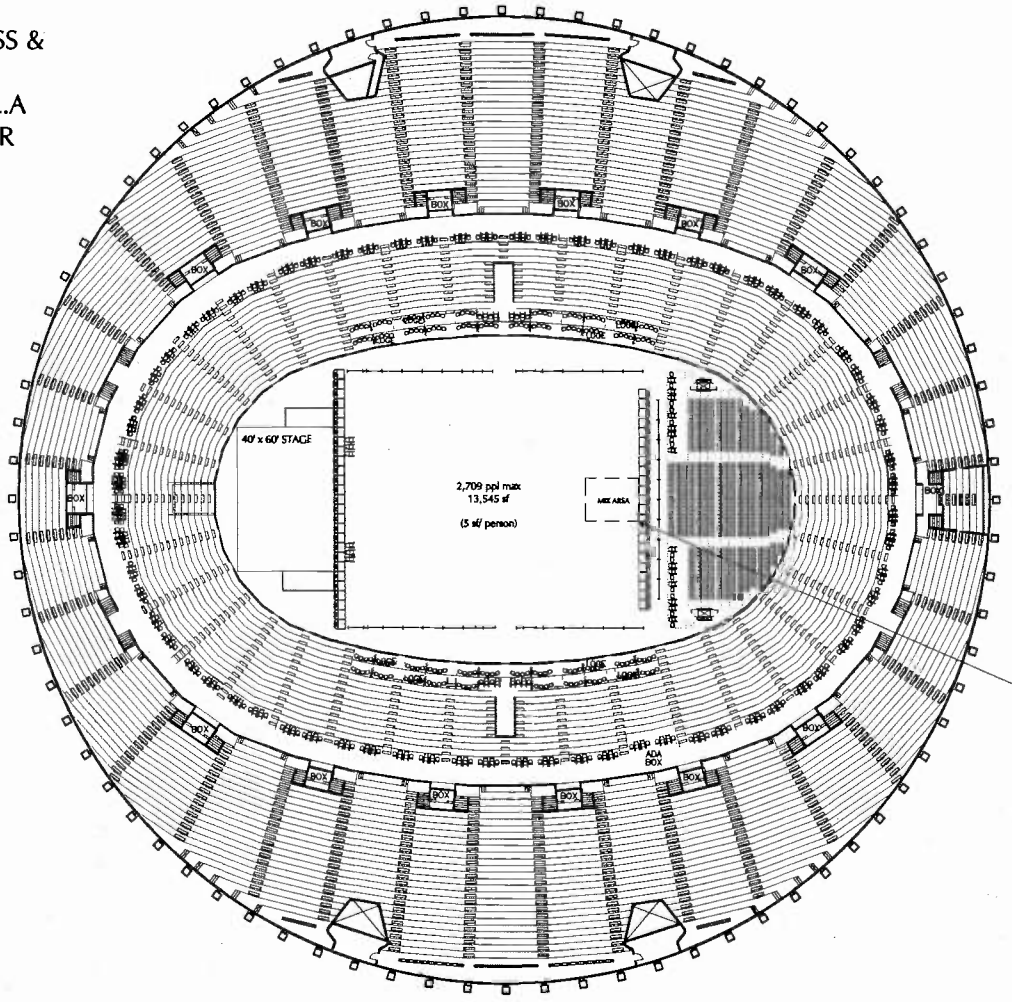
Upper and lower seating bowl + north removable platform + 300 seat contingency

=15,104

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

13,545 sf



FLOOR:
General Admission - 2,709
North Removable - 678
W/C + Companion - 40

LOWER BOWL:
Loges - 176
Forum Club - 5180
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 17,081

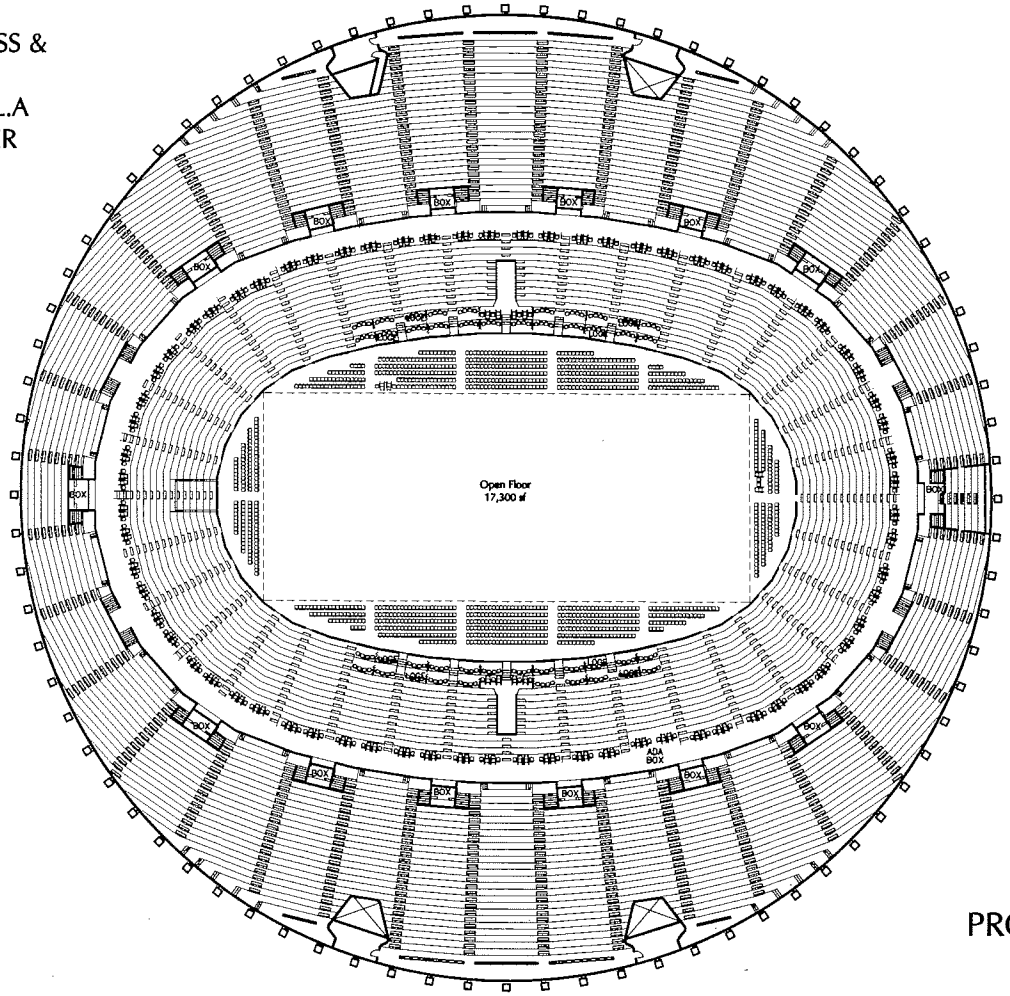
BASED ON 1% ADA
(172 W/C + 172 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED 360 END STAGE
(2/3 GA FLOOR) SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



Total Fixed Seats:

Upper and lower seating bowl + 300 seat contingency

=14,426

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

4,820 sf (not including aisles)
(+ 4,820 sf for aisles)

FLOOR:
Folding - 1,139
W/C + Companion - 8

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 14,801

BASED ON 1% ADA
(156 W/C + 156 COMPANION)

PROPOSED FULL FLOOR FAMILY SHOW
SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.

Total Fixed Seats:

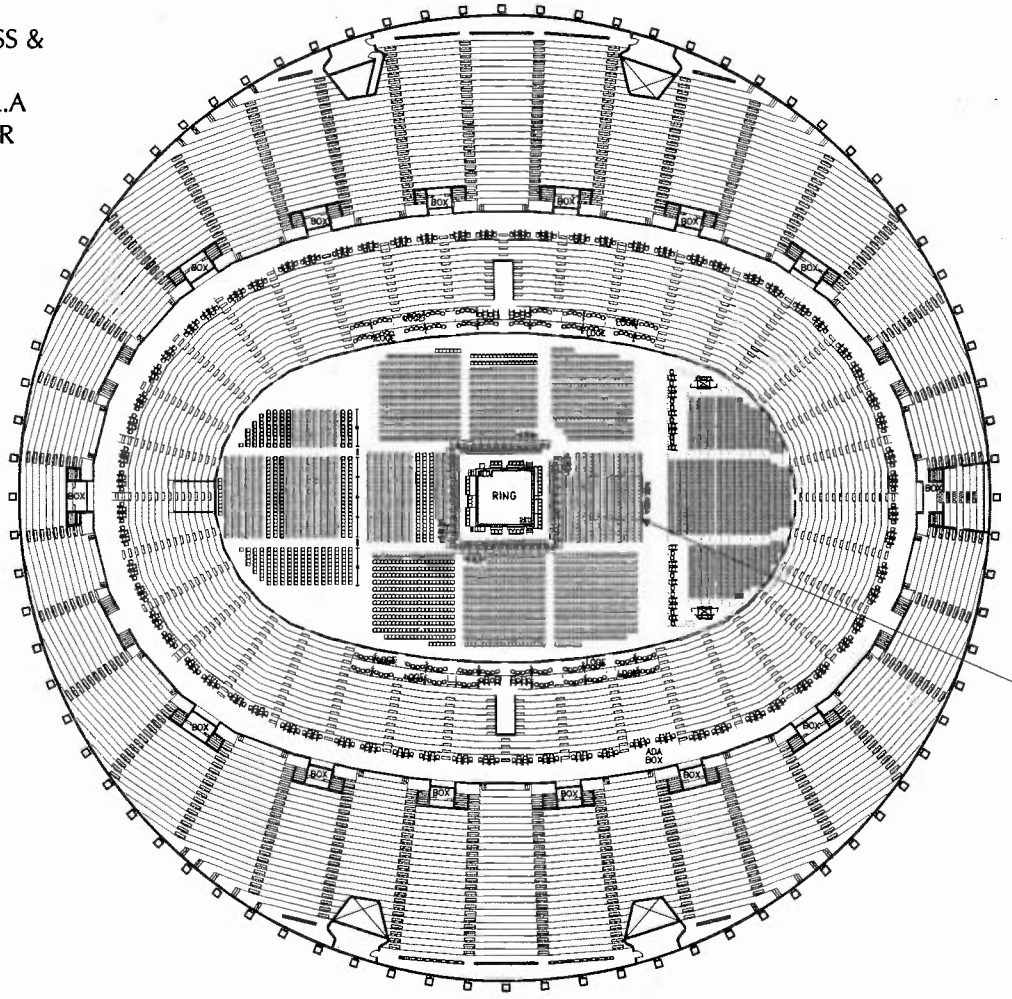
Upper and lower seating bowl + north removable platform + 300 seat contingency

=15,104

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

12,815 sf (not including aisles)
(+ 5,495 sf for aisles)



FLOOR:
Folding - 2,953
North Removable - 678
W/C + Companion - 44

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 17,329

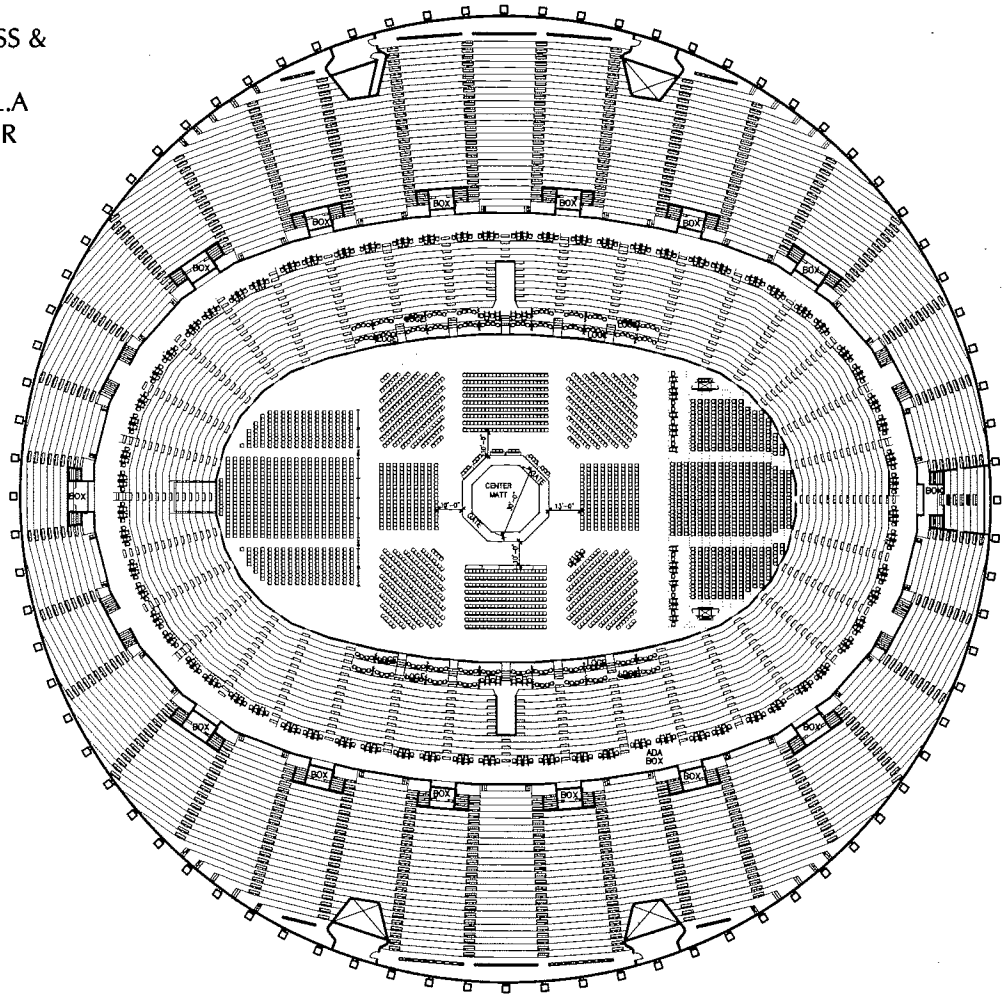
BASED ON 1% ADA
(174 W/C + 174 COMPANION)

LOCATION & SIZE OF MIX AREA WILL VARY WITH EACH SHOW. TOTAL CAPACITY LISTED INCLUDES ANY SEATS THAT MAY BE DISPLACED BY THE MIX AREA.

PROPOSED BOXING/WRESTLING SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



Total Fixed Seats:

Upper and lower seating bowl + north removable platform + 300 seat contingency

=15,104

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

9,907 sf (not including aisles)
(+ 8,713 sf for aisles)

FLOOR:
Folding - 2,224
North Removable - 678
W/C + Companion - 32

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

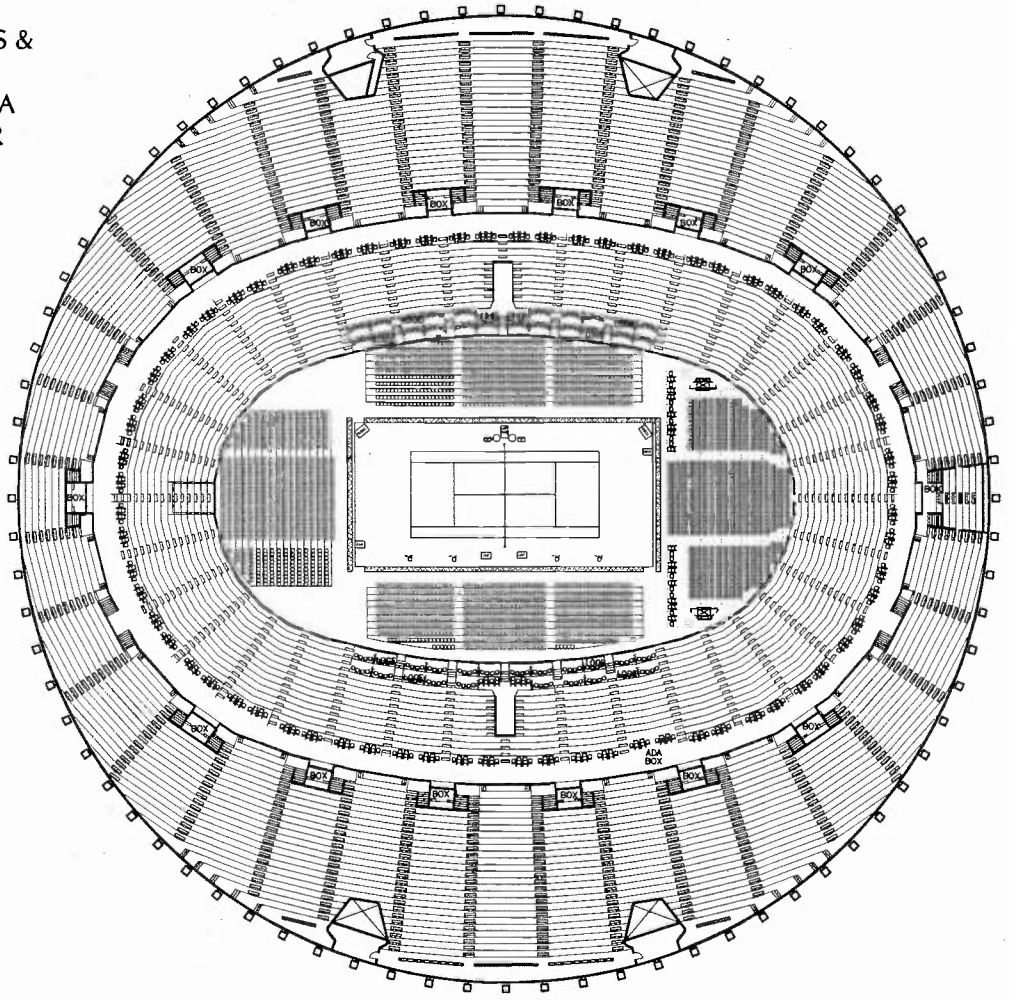
TOTAL = 16,588

BASED ON 1% ADA
(168 W/C + 168 COMPANION)

PROPOSED MMA EVENT
SEATING PLAN
1" = 50'

DRAFT

NOTE: PLAN IS IN PROGRESS & WILL ADJUST AS DETAILED INPUT IS RECEIVED FROM L.A FIRE DEPARTMENT & OTHER AUTHORITIES & EXPERTS.



Total Fixed Seats:

Upper and lower seating bowl + north removable platform + 300 seat contingency

=15,104

(Note: this number assumes that only 50% of the ADA locations are in use. Converted ADA locations account for approx. 576 seats in the above total)

Floor Area:

7,815 sf (not including aisles)
(+ 4,535 sf for aisles)

FLOOR:
Folding on Temporary Risers - 1,840
North Removable - 678
W/C + Companion - 28

LOWER BOWL:
Loges - 176
Forum Club - 518
General - 3,636
W/C + Companion - 304

UPPER BOWL:
Boxes - 142
General - 9,078

CONTINGENCY (-200)

TOTAL = 16,200

BASED ON 1% ADA
(163 W/C + 163 COMPANION)

PROPOSED TENNIS
SEATING PLAN
1" = 50'

EXHIBIT E

Form of Community Event Rental Agreement

TICKETING: If tickets are sold for any Community Event, all ticket sales will be made by Landowner or Landowner's ticketing agent, and such ticket sales will be subject to facility fee and convenience charges thereon.

RENT: City will not be charged any license fee for the use of the Premises for any Community Event.

EXPENSES AND SETTLEMENT:

- Landowner and City shall agree as to the Community Event requirements and the budget for any Community Event (the "Budget"). City will be responsible for reimbursing Landowner for all expenses and costs incurred in connection with the Community Event for such personnel, services, equipment and/or materials that Landowner deems to be required based on the Community Event requirements described in the Budget (the "Community Event Expenses"). Community Event Expenses for labor will be subject to any applicable union minimum requirements and will include full reimbursement for Landowner's wage, fringe benefit, payroll tax and other labor-related expenses associated with the Community Event (and Community Event Expenses for goods or services rented or purchased from a third party will be at the actual costs incurred by Landowner). Community Event Expenses will be paid by City to Landowner at the settlement of each Community Event, unless Landowner requests City to pay any estimated Community Event Expenses prior to load-in of the Community Event.

- During the end of any Community Event or at such other mutually agreed time, the parties will conduct a financial accounting and settlement for the Community Event where the amounts owed to each party in respect of the Community Event will be reconciled.

INDEMNITY: The rental agreement will include indemnification provisions consistent with the following:

- City will indemnify, defend and hold harmless MSG Forum, LLC, MSG Holdings, L.P., The Madison Square Garden Company, MSG Eden Corporation, and their owners and partners and all of their respective parent and affiliated entities, whether direct or indirect, and all directors, officers, employees, agents, licensees, contractors, and successors and assigns of any of the foregoing (collectively, the "Affiliates"), as well as any parties appearing in the Community Event, from and against any and all claims, liabilities, losses, damages, judgments, settlement expenses, costs and expenses whatsoever, including court costs, attorneys' fees and related disbursements, whether incurred by Landowner in actions involving third parties or in actions against City for claims (individually, a "Loss" and collectively, the "Losses") arising out of or in connection with: (i) the breach by City of any of its agreements or covenants under the rental agreement; (ii) the untruth of any of its representations and warranties under the rental agreement; (iii) the conduct and presentation

of the Community Event; and (iv) the use of the Building or the Premises, or any part thereof, in connection with the conduct/presentation of the Community Event, or any preparation for or move-in or move-out of the Community Event, including areas utilized by guests attending the Community Event, escalators, elevators, stairs, seating areas, lavatories, restaurant and concession areas and all areas and facilities utilized for ingress and egress of guests. Without limiting the foregoing, City will defend, indemnify, and hold harmless Landowner and the Affiliates for any damage to the property (whether in or about the Premises) of Landowner, the Affiliates or any third party whether caused by Community Event participants, production personnel, patrons or otherwise. All repairs to the damaged property of Landowner will be made by firm(s) designated by Landowner. The charges for such services will not exceed the charges generally prevailing for comparable services.

INSURANCE: City will maintain at its expense insurance in connection with any Community Event acceptable to Landowner (and consistent with Landowner's requirements under its standard rental agreements for the Building). As requested by Landowner, City will deliver to Landowner certificates satisfactory to Landowner evidencing such insurance and naming Landowner and its Affiliates and such other parties reasonably requested by Landowner as additional insureds.

OTHER: The parties will enter into a rental agreement for each Community Event consistent with these terms and conditions and including such other representations, warranties, covenants, terms and conditions contained in Landowner's standard rental agreements for the Building.

Moreover, the rental agreement shall contain Landowner's then-current standard terms and conditions that the Forum requires of all users; provided however, all such terms and conditions, including but not limited to, any indemnity and/or insurance obligations of the City shall be consistent with and subject to applicable California law.

EXHIBIT F

Intentionally Deleted

EXHIBIT G

Form of Assignment and Assumption Agreement

[See attached.]

EXHIBIT G

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:

_____
_____
_____
_____

(Space Above for Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("**Assignment**") is made as of [_____], by and between MSG FORUM, LLC, a Delaware limited liability company ("**Assignor**"), and [_____], a [_____] ("**Assignee**"), with reference to the following facts:

A. The City of Inglewood, a municipal corporation ("**City**"), and Assignor entered into that certain Development Agreement dated [___], 2012 (the "**DA**"), pertaining to certain real property owned by Assignor and located in the City of Inglewood, California (the "**Property**"), and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

B. Assignor operates a venue at the Property commonly referred to as The Forum (the "**Project**").

C. Assignor is conveying title to the Project to Assignee and, in connection therewith, Assignor proposes to assign Assignor's right, title and interest in and to the Project to Assignee.

D. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume, all of Assignor's right, title and interest as the Landowner under the DA with respect to the Project arising from and after the date hereof, subject to all of the terms, conditions and restrictions set forth in the DA.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions herein below set forth, it is agreed:

1. Assignor hereby assigns and transfers to Assignee, all of Assignor's right, title and interest accruing to the Landowner under the DA, subject to the terms, covenants and restrictions set forth in the DA.

2. Assignee hereby assumes all of the obligations under the DA and agrees to observe and fully perform all of the duties and obligations of Assignor under the DA, and to be subject to the terms and conditions thereof, it being the express intention of both Assignor and

Assignee that, upon execution of this Assignment and conveyance of the Property to the Assignee, Assignee shall become substituted for Assignor as "Landowner" and "Party" under the DA and the Assignor shall be unconditionally and irrevocably released therefrom from and after the date hereof.

3. Assignor warrants and represents to Assignee that Assignor has full right and authority to make this Assignment and vest in Assignee the rights, interests, powers and benefits hereby assigned.

4. Assignee warrants and represents to Assignor that Assignee has full right and authority to execute this Assignment.

5. This Assignment is expressly conditioned upon the Closing of the transaction contemplated in the Purchase Agreement.

6. This Assignment is not intended as a mortgage or security device of any kind.

7. Notwithstanding anything to the contrary contained herein, the assumption by Assignee of any obligations pursuant to this Assignment is not, and shall not be construed to be, for the benefit of Assignor, and under no circumstances shall Assignor or any affiliate of Assignor have any liability to Assignee with respect to such assumed obligations or otherwise.

8. This Assignment may be executed in counterparts which taken together shall constitute one and the same instrument.

9. The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

10. Assignor and Assignee each hereby covenants that it will, at any time and from time to time, execute any documents and take such additional actions as the other, or its respective successors or assigns, shall reasonably require in order to more completely or perfectly carry out the transfers intended to be accomplished by this Assignment.

11. This Assignment shall be construed and interpreted in accordance with the laws of the State of California.

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT G

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

"**ASSIGNOR**"

MSG FORUM, LLC,
a Delaware limited liability company

By: MSG National Properties LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: _____

EXHIBIT G

"ASSIGNEE"

_____,
a _____

By: _____
Name _____
Title: _____

EXHIBIT G

ACKNOWLEDGED AND AGREED:

"**CITY**" [IF REQUIRED]

CITY OF INGLEWOOD,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

CAL P. SAUNDERS
City Attorney

By: _____
Cal P. Saunders

APPROVED:

KANE, BALLMER & BERKMAN
Special Counsel

By: _____
Royce K. Jones

EXHIBIT "A"

TO

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

LEGAL DESCRIPTION

Real property in the County of Los Angeles, State of California, described as follows:

EXHIBIT H

List of Project Approvals

A. Zoning Ordinance amendment to establish a Signage Overlay Zone ("SOZ") to permit the redesigned Forum signage, including off-site signage as more particularly described in the Signage Plan, within the C-R (Commercial and Recreation) zone.

B. Zone Change to permit proposed signage on the Forum site.

C. Signage Plan approved pursuant to Signage Overlay Zone Ordinance.

D. Special Use Permit approved by the Planning Commission on April 25, 2012 (Planning Commission Resolution No. 1649) permitting alcoholic beverage sales within designated exterior portions of the Property.

E. Development Agreement, as adopted on _____, 2012 by the Enacting Ordinance.

F. Site Plan Review approval granted by City on _____, 2012 approving the proposed design and improvements to the Property and the Forum planned as part of the Project.

EXHIBIT I

Example Shortfall Calculations

Example Calculation 1:
Opening Paid Ticket Excess: 80,000

	Performance Year A	Performance Year A+1	Performance Year A+2	Performance Year A+3	Performance Year A+4
Yearly Tickets	250,000	250,000	310,000	310,000	300,000
Paid Ticket Credit or Shortfall	(50,000)	(50,000)			
Application of any Paid Ticket Excess	+50,000	+30,000			
Yearly Tickets after Adjustment for Application of any Paid Ticket Excess	300,000	280,000			
Application of Any Cure Year Paid Ticket Credit			+10,000	+10,000	
Paid Ticket Shortfall	0	(20,000)	(10,000)	0	
Ticket Shortfall Payment	None	None	None	None	None

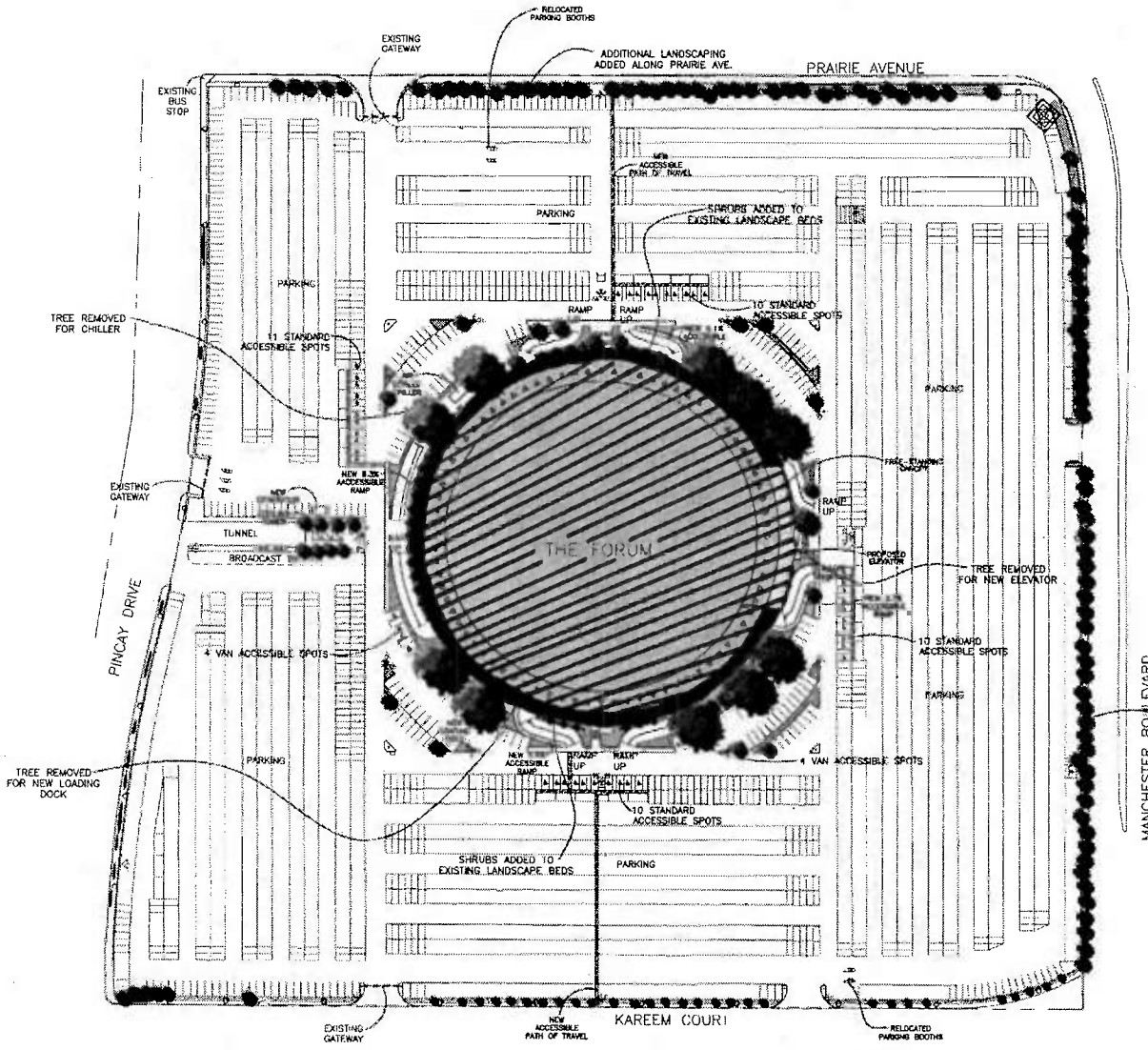
Example Calculation 2:
Opening Paid Ticket Excess: 0

	Performance Year A	Performance Year A+1	Performance Year A+2	Performance Year A+3	Performance Year A+4
Yearly Tickets	250,000	310,000	310,000	350,000	250,000
Paid Ticket Credit or Shortfall	(50,000)			+50,000	(50,000)
Application of any Paid Ticket Excess					+50,000
Yearly Tickets after Adjustment for Application of any Paid Ticket Excess					300,000
Application of Any Cure Year Paid Ticket Credit		+10,000	+10,000		
Paid Ticket Shortfall	-50,000	-40,000	-30,000		
Ticket Shortfall Payment	None	None	(30,000*$2.24)= $67,200	None	None

EXHIBIT J

Existing Alcoholic Beverage Service Areas

[See attached.]



PARKING COUNT:

EXISTING = 3,530*

2 NEW ACCESSIBLE PATHS OF TRAVEL = -14
NEW GENERATOR = -3
NEW LOADING DOCK = -3
NEW MARQUEE ON NW CORNER = -2
MANCHESTER ACCESS GATE = -9
RELOCATED PARKING BOOTHS = -35
REVISED ACCESSIBLE PARKING SPOTS = +35
AREA PREVIOUSLY USED FOR STORAGE IN SE CORNER = +30

NEW TOTAL = 3,529
(INCL. 49 ACCESSIBLE & 3 COMPACT SPACES)

* BASED ON PLAN & FIELD VERIFICATION RECEIVED FROM LLG

NOTE: NEW LANDSCAPING ADDED ALONG MANCHESTER BLVD. AND PRAIRIE AVE. AND TO EXISTING LANDSCAPE BEDS.

C = COMPACT PARKING SPOT
♿ = ACCESSIBLE PARKING SPOT

= SUP area for ancillary beer and wine sales (exterior patio)

= Sale, service, and consumption of alcohol conforms to City Municipal Code as a legally existing non-conforming use

PROPOSED SITE PLAN

0 25 50 100 200 300
GRAPHIC SCALE

BBB ARCHITECTS
06-Mar-12

THE FORUM RENOVATION
INGLEWOOD CALIFORNIA

THE MADISON SQUARE GARDEN COMPANY

EXHIBIT 4

CITY OF INGLEWOOD
OFFICE OF THE CITY MANAGER

Inglewood All-America City 2009

DATE: **April 15, 2025**

TO: **Mayor and Council Members**

FROM: **Development Services Department**

SUBJECT: Digital Kiosk Lease and Development Agreement with WOW Media, Inc.

RECOMMENDATION:

1. Approve and authorize the execution of a Lease and Development Agreement with WOW Media, Inc.; and
2. Adopt a Mitigated Negative Declaration (MND) in compliance with the California Environmental Quality Act (CEQA).

BACKGROUND:

Building on the success of Inglewood's Entertainment District—anchored by the Kia Forum, SoFi Stadium, and the Intuit Dome—the City continues to experience an unprecedented renaissance. With its emergence as a global destination, Inglewood has attracted growing interest from a wide range of business sectors, including the advertising industry, as companies seek to establish a presence and capitalize on new economic and marketing opportunities within the City.

These opportunities are demonstrated by companies like Sky Posters, Inc., and Pearl Media LLC, entering into Super Graphic advertising agreements in 2010 with the City. As a consequence of this advertising success, a second agreement was entered into in 2014 by the City and Sky Posters, Inc.

In 2015, the City entered into a Billboard Agreement with WOW Media to establish a network of billboards throughout Inglewood. The significant advertising revenue generated from this partnership has allowed the City to augment its General Fund, resulting in increased funding for municipal services.

DISCUSSION:

The draft Lease and Development Agreement (Agreement) identifies two (2) phases of development and installation of digital kiosks within the City. Phase 1 consists of (ten) 10 proposed kiosk locations, while Phase 2 consists of an additional ten (10) kiosk locations. All kiosks will be installed in the public right-of-way. The kiosks will also vary in height, be vertically oriented and may incorporate single or bi-faced displays.

DR-1.

The Agreement establishes the payment of a" Minimum Annual Guarantee Rent" (as defined in the Agreement) to the City in monthly installments of $1,000 per face for each installed and operational kiosk. If both Phase 1 and Phase 2 kiosks are developed, installed, and operational, the kiosks network will generate $240,000 per year of new City revenue.

In addition to the City's receipt of Minimum Annual Guarantee Rent, it will also receive an annual payment of "Percentage Rent" (as defined in the Agreement) consisting of forty (40%) of that portion of WOW's gross revenue in excess of the Minimum Annual Guaranteed Rent. The Percentage Rent payment shall commence 24 months following the Rent Commencement Date for Phase I locations (and separately for Phase II, as/if applicable). WOW's obligation to pay 40% Percentage Rent is similar to its payment methodology set forth in other WOW advertising display agreements with the City.

In addition to the revenue generated by the kiosks, the Agreement establishes various community benefits. These benefits include:

- A minimum discount of at least seventy-five percent (75%) on advertising fees to small local businesses.
- Provisions to allocate ten percent (10%) of the total advertising time for public service announcements ("PSAs"). These include announcements such as Amber Alerts, drunk driving awareness, serious accident notifications, and emergency-disaster messaging.

In compliance with the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration (EA-MND-2025-025) with State Clearinghouse No. 2025030243 was prepared. The required 30-day review period for the review of the subject Initial Study and Mitigated Negative Declaration (EA-MND-2025-025) closed on April 7, 2025. As of the time of this report's preparation, one comment letter was received from Caltrans (Attachment No. 2).

FINANCIAL/FUNDING ISSUES AND SOURCES:
All rent proceeds generated by the operation of the kiosks will be paid to the City as set forth in the Agreement.

ATTACHMENTS:
1. Lease and Development Agreement
2. Caltrans Letter
3. Initial Study and Mitigated Negative Declaration

PREPARED BY:
Bernard McCrumby, Jr., Planning Manager

COUNCIL PRESENTER:
Christopher E. Jackson, Sr., Development Services Director/Assistant City Manager

APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: _____
Christopher E. Jackson, Sr., Dev Svcs Dir/Asst City Mgr

CITY MANAGER APPROVAL: _____
Louis A. Atwell, City Manager

ATTACHMENT 1

LEASE AND DEVELOPMENT AGREEMENT

This Lease and Development Agreement (hereinafter, the "Agreement") is made, entered and dated as of _____ ("Effective Date") between City of Inglewood, a California municipal corporation and charter city (the "City") and WOW Media, Inc., a California corporation ("WOW") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties have been negotiating in order to capitalize upon a mutually beneficial business opportunity and, in the process, have identified certain locations and areas within the City where WOW will be: (i) permitted to lease certain locations within the City for the purpose of developing and constructing certain kiosk advertising displays as part of a "Transportation Information Network" or "TIN" (as defined below), with each TIN structure having either one (1) or two (2) Faces (as defined below); and (ii) required to provide long term maintenance and operation of the TIN.

WHEREAS, the Parties believe that the TIN will be beneficial and provide direct and indirect benefits to the City's residents, businesses, visitors, and to the general public;

WHEREAS, the City is home to unique, world class sports and entertainment venues, (the "World Class Venues"), that attract millions of visitors a year;

WHEREAS, the TIN will provide the City with an additional mode of community messaging that will enhance its ability to timely address and promote important civic needs, including wayfinding and traffic safety measures, both directly and indirectly related to the World Class Venues.

WHEREAS, the TIN will be located on some of the most heavily traveled roadways in the City in order to communicate most effectively with the greatest number of drivers and pedestrians;

WHEREAS, the networking of each TIN structure through a single message control center will enable the City to communicate emergency and other public safety information on a nearly instantaneous basis to the largest number of drivers and pedestrians traveling on City roadways;

WHEREAS, clear lines of sight and limits on visual clutter are essential to the efficacy of the TIN;

WHEREAS, each TIN structure will be situated in a manner calculated to best allow the City to inform the general public during local emergencies, as well as public safety concerns.

WHEREAS, the uniform construction and design of the TIN and strict control over the total number and size of each TIN structure will be instrumental to the City as it seeks to expand its interest in providing wayfaring and traffic safety enhancement measures. assist the preserve the City's interests in traffic safety, aesthetics and control measures;

WHEREAS, the City finds that it is unable to develop and operate the TIN with its own internal resources and further finds that WOW is uniquely positioned and qualified to execute the development, construction, operation and management of the TIN both within the City and on its behalf, due to WOWs experience and regional portfolio of networked advertising assets;

WHEREAS, the City believes that WOW's proprietary (patent-pending) TIN structure and technology offers unique benefits not otherwise available to the City from any other vendor or technology;

WHEREAS, being the operator of the only network of digital signs in the South Bay region similar to those the City now seeks, WOW can offer the City unique benefits, both monetarily and with efficiency not otherwise available to the City from any other vendors;

WHEREAS, the Parties intend that the TIN shall be erected in two (2) distinct phases as described in Section 1(h) below (including subsections). It is anticipated that the TIN will, if both phases are fully developed, consist of up to sixty (60) structures with up to one hundred eight (108) digital faces. The structures constituting the TIN shall be dispersed throughout the areas depicted in Exhibit A and as described in Section 1(h). So long as the TIN locations do not materially deviate from the areas depicted in Exhibits A, as further described in Section 1(h) below, the precise location of each structure shall be determined by WOW, in consultation with the City, based on feasibility and technical requirements; provided however and notwithstanding the foregoing, WOW's final determinations and the precise TIN locations shall be in full compliance with and subject to the Applicable Requirements (as defined below).

WHEREAS, the Parties have agreed to the specific locations where the TIN will be constructed by WOW in the first two phases (the "Phase I-II TINs"), subject to Applicable Requirements (as defined below).

WHEREAS, this Agreement consists of the development, construction, maintenance and operational components of the Phase I-II TINS that shall be overlapping, as applicable:

(a) Development. WOW shall pursue all necessary permits from City for the Phase I-II TINs and prepare for construction of same in accordance with the requirements of this Agreement;

(b) Construction. Upon securing all necessary permits, WOW shall construct and erect the TIN, as provided herein; and

(c) Maintenance-Operational. Once constructed, WOW shall maintain and operate the TIN as its own trade-fixture property at the Premises Locations pursuant to the lease terms as set forth herein below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Certain Definitions and Related Terms.

a. As used herein, the term "Applicable Requirements" shall mean the following: (i) City's laws, rules and regulations applicable to the uses and other activities contemplated herein with respect to the development, construction, operation and/or maintenance of the TIN; (ii) all State and/or Federal laws, regulations and requirements, including but not limited to any California Environmental Quality Act ("CEQA") requirements, including any and all mitigation measures/requirements of the MND (as defined below), applicable to the development, construction, operation, and/or maintenance of the TIN as contemplated herein;

and (iii) all State and Federal laws, regulations and requirements applicable to this Agreement. Except as specifically authorized, the "Applicable Requirements" shall not limit or attempt to limit the City's exercise of its general police powers necessary to operate and conduct its municipal affairs.

b. As used herein, the term "Transportation Information Network" or "TIN" or "TIN structure" shall refer to physical structures with a vertical dimension of approximately 12 to 20 feet in height and a display size of approximately 98 inches. These structures are installed to stand vertically from the ground and feature one (1) to two (2) display Faces on their facades, and oriented parallel to the surface on which they are installed.

c. As used herein, the term "Billboard" shall mean and include all manner of display, signage and other advertising assets of any size and character, including TIN or the like, whether static, multi-faceted, electronically (analog, digital or otherwise) enabled or presented, or otherwise configured, enabled and constructed, together with all (if any) light fixtures, transformers, connecting devices, ladders and other equipment used in connection with, or appurtenant to such displays, signage and other advertising assets, except for displays, signage and other advertising assets placed on bus benches and bus shelters located within the City of Inglewood. This definition expressly contemplates the fact that new technology likely is to result in new display and presentation mechanisms, and expressly incorporates all such technology and display and presentation mechanisms.

d. As used herein, the term "City" shall mean City of Inglewood.

e. As used herein, the term "Face(s)" means and includes each portion of a TIN that, in the aggregate, constitutes one individual, entire display capable of displaying static or full-motion images.

f. As used herein, the term "Party" shall mean City and WOW separately and individually.

g. As used herein, the term "Parties" shall collectively mean City and WOW.

h. As used herein, the term "Premises Locations" means and includes certain City-owned parcels of real property ("City Property") on which a TIN may be constructed and operated by WOW pursuant to the terms and conditions of this Agreement, as more specifically identified and described as follows:

i. Premises Locations. Premises Locations for Phase I-II TINs are collectively and generally identified and specified in Exhibit A, with the Arabic numerals "1" and "2" indicating geographic locations at which WOW will construct up to three (3) TINs. In addition to the information and depictions contained in Exhibit A and the MND (as defined below), the TIN locations at which WOW will construct up to three (3) free standing TIN structures have the following City of Inglewood street addresses (referred to hereinafter collectively, with same, Exhibit A and MND, the "Premises Locations"):

1. Phase I Premises Locations:

SITE	CROSS STREET	ADDRESS
WOWK1	Century east of Hawthorne	4319 1/2 W Century Blvd
WOWK2	Century east of Prairie	3900 1/2 W Century Blvd
WOWK3	Century west of Prairie	4059 1/2 W Century Blvd
WOWK4	Century west of Yukon	3520 1/2 W Century Blvd
WOWK5	Manchester southeast of Spruce	511 1/2 E Manchester Blvd
WOWK6	Manchester east of Prairie	3801 1/2 E Manchester Blvd
WOWK7	Prairie south of Manchester	401 1/2 S Prairie Ave
WOWK8	Prairie south of Hardy	1101 1/2 S Prairie Ave
WOWK9	Prairie north of Arbor Vitae	837 1/2 S Prairie Ave
WOWK10	Prairie north of Century	4001 1/2 W Century Blvd

2. Phase II Premises Locations:

SITE	CROSS STREET	ADDRESS
WOWK11	Century east of Felton	4922 1/2 W Century Blvd
WOWK12	Century west of Hawthorne	4450 1/2 W Century Blvd
WOWK13	Century east of Crenshaw	3223 1/2 W Century Blvd
WOWK14	Manchester east of Oak	525 1/2 W Manchester Blvd
WOWK15	Manchester west of La Brea	123 1/2 W Manchester Blvd
WOWK16	Manchester west of Crenshaw	3200 1/2 W Manchester Blvd
WOWK17	Florence west of La Brea	100 1/2 E Florence Ave
WOWK18	Florence northwest of Prairie	708 1/2 E Florence Ave
WOWK19	La Cienega north of Hillcrest	8801 1/2 S La Cienega Blvd
WOWK20	La Cienega north of Florence	8295 1/2 S La Cienega Blvd

ii. Notwithstanding the description or depiction, or the future description or depiction, of the Premises Locations, the Parties agree that the actual physical location of each TIN structure at the Premises Locations shall be located and operated in accordance with any CEQA review and analysis performed for the TIN and applicable to this Agreement ("CEQA Review"). In the event that, due to circumstances not reasonably foreseeable (e.g., the inability to access power, underground utilities, etc.), WOW determines that the construction and operation of a digital TIN structure is not feasible at any site within the Premises Locations, WOW shall have the right to move the applicable Premises

Location to an alternative location contemplated and permissible in accordance with the scope of the CEQA Review and prior written approval by the City Manager or other officer duly authorized by City.

iii. Additional Descriptions in CEQA Review Document. The description of the Premises Locations is set forth with greater specificity in that certain CEQA Review document entitled "DIGITAL KIOSK NETWORK, INITIAL STUDY/MITIGATED NEGATIVE DECLARATION" (the "MND"), a copy of which is on file the at the City Clerk's Office.

iv. Exclusivity.

1. As to each Premises Location during the Development and Operational Phase (as defined below), WOW shall have exclusivity as to the construction, operation and maintenance of Billboards and other types of offsite signs, and City shall not permit or otherwise authorize or allow (whether on City Property or Private Property), any non-WOW Billboards or other types of offsite signs within a radius of 2500 feet of any WOW-authorized TIN structure, as the development of such structures is depicted and described in Exhibit A and the MND (collectively, the "Exclusive Radius Area"); provided however and notwithstanding anything contained herein to the contrary, the Exclusive Radius Area shall not apply to: (A) any existing or future Billboards developed, constructed, operated and maintained and/or sought to be developed, constructed, operated and maintained by a professional sports franchise or an affiliated entity, located and operated solely and completely within the confines of the applicable professional sports franchise's arena/stadium property on which the franchise conducts its primary business ("Arena Property"); or (B) any existing or future Billboards developed, constructed, operated and maintained and/or sought to be developed, constructed, operated and maintained by the owner or operator of an entertainment venue with a minimum seating capacity of 10,000 seats, located and operated within the confines of the applicable venue's on which the owner or operator of the subject entertainment venue conducts its primary business on the behalf of the applicable venue; or (C) any existing or future Billboard structure developed, constructed, operated and maintained by or on the behalf of any party with whom the City has entered into an agreement prior to August 1, 2024, providing for the development, construction, operation and maintenance of digital Billboards (i.e. LED technology, static or full-motion) within the Exclusive Radius Area (collectively, the "Radius Exemption"). Upon all WOW-authorized TIN structures of a particular phase becoming fully constructed, permitted and Operational (as defined below), the Exclusive Radius Area for that particular phase shall be modified such that the 2500 feet radius shall

be reduced to a 1000-foot radius for each such fully Operational TIN structure. The Parties, and each of them, acknowledge that the primary and mutual value of the TIN Faces authorized by this Agreement is achieved and maximized by having said Faces fully and maximally visible in high volume areas. In this regard and to avoid creating driver distraction by sign overload, to maximize the effectiveness of the WOW-authorized TIN Faces for public-safety and emergency communications, and to protect the visual environment in terms of aesthetics and the over concentration of signs, City has agreed to the above Exclusive Radius Area subject to the above Radius Exemption.

2. The Parties acknowledge and agree that there are certain variables involved in prospecting and selecting the Premises Locations and that once the physical development work commences, issues may be discovered that, in the reasonable discretion of WOW, would require movement of the location of one or more of the WOW-authorized TIN structures in order to achieve the operational purpose of the TIN. City will fully cooperate with and shall not unreasonably object to any WOW-authorized TIN structure location adjustment proposed by WOW, so long as such location adjustment is to an area analyzed within the scope of the CEQA Review.

2. The Development and Operational Phases of the TIN.

a. The Parties anticipate that the construction and development of the TIN by WOW pursuant to this Agreement shall be as follows: (i) with respect to the Phase I TIN, development and construction of the Phase I TIN shall be commenced by the first anniversary of the Effective Date of this Agreement (provided that commencement of development is not obstructed or prevented by City or third party factors beyond WOW's control), and completed and fully Operational within twelve (12) months following the first day on which utility hookups are made available and able to draw power for each Phase I TIN structure ("Phase I Completion"); and (ii) with respect to the development and construction of the Phase II TIN, commencing as of the time of the Phase I Completion, WOW shall have an option lasting until the next business day following the second anniversary of the Phase I Completion to inform City in writing that WOW will either develop and construct the Phase II TIN or not (the "Phase II Notice"). In the event that WOW indicates in the Phase II Notice to City that it will not develop and construct the Phase II TIN, either WOW or City shall have the right to declare this Agreement and the applicable lease provisions herein, as having been early terminated by the Parties on the terms provided above, leaving WOW or City with no further liability as to the additional development and construction of the Phase II TIN pursuant to this Agreement. In such event, this Agreement and the applicable Phase II TIN development and construction provisions herein, shall be deemed automatically amended to reflect the fact that the Parties' obligations under this Agreement shall be applicable only to the Phase I TIN. Moreover, in the event that WOW fails to timely provide the Phase II Notice to City, such failure shall be construed by the Parties as WOW's indication to City that it will NOT develop and construct the Phase II TIN pursuant to this Agreement. However, in the event that WOW informs the City in the Phase II Notice that it will develop and construct the Phase II TIN, WOW shall commence such development and construction by the first anniversary of City's receipt of the

Phase II Notice (provided that commencement of development is not obstructed or prevented by City or third party factors beyond WOW's control), and cause the Phase II TINs to be completed and fully Operational within twelve (12) months following the first day on which utility hookups are made available and each of the Phase II TIN structures is able to draw power (the "Phase II Completion"). Both the Phase I Completion and Phase II Completion shall collectively be referred to herein as the "Development and Operational Phase").

b. WOW will have the exclusive right to apply for all permits and entitlements for all TINS authorized by this Agreement and to complete their construction during the Development and Operational Phase subject to the Applicable Requirements.

c. The City will not enter into any agreement(s) with any other party to develop or construct any Billboards in the Premises Locations or undertake its own efforts to do so during the Development and Operational Phase.

d. Subject to the City's exercise of its police power and the Applicable Requirements, the City will take no action during the Development and Operational Phase to inhibit the construction, development, maintenance and commercial activity of WOW in relation to the development and operation of any authorized TIN including but not limited to not taking actions intended to prevent WOW from obtaining any City or third-party permits and government entitlements necessary to operate the TIN and will reasonably cooperate with WOW's efforts in relation to such permits and governmental permits and entitlements for the TIN at no cost to the City.

e. It is the intent of the Parties that WOW's interest under this Agreement shall vest at the Effective Date and to insure the successful development and operation of the TIN, that other than the Applicable Requirements over which the City has no regulatory authority or control, the Applicable Requirements in place as of the Effective Date shall control, and that no subsequent changes in the Applicable Requirements (over which the City has regulatory authority or control) occurring after the Effective Date and during the Development and Operational Phase shall negatively affect WOW's rights under this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, the Parties specifically acknowledge that the City shall not be bound, limited or restricted in any way from exercising its general police power, including but not limited to, amending or modifying the City's municipal or zoning code, necessary to conduct and and/or perform the municipal affairs of the City, or Applicable Requirements over which the City has no regulatory authority or control.

f. As to any TIN that WOW develops and constructs during the Development and Operational Phase or otherwise under this Agreement, the provisions of this Agreement as set forth below will govern their maintenance and operation. At each Premises Location the parties agree that WOW may construct up to three (3) free-standing TIN structures. Attached as Exhibit B is a depiction of an individual, free-standing TIN structure for illustrative purposes.

3. Lease of City Property. City hereby leases to WOW and WOW hereby leases from City pursuant to this Agreement, the City Property based upon the following terms and conditions set forth hereinbelow.

a. Term and Termination.

i. Term and Options. The initial lease term of this Agreement shall commence on the Effective Date and end on the twentieth (20th) anniversary date of the first Rent Commencement Date (as defined below). WOW shall have two (2) options to extend the term of the lease terms of this Agreement (each, an "Option"), and each Option shall provide WOW the ability to extend the term of the lease provision of this Agreement for an additional ten (10) years (each, an "Option Period"). Each Option shall be on the same terms and conditions of the initial lease terms of this Agreement; provided however, any such Option, may only be exercised in the event WOW is not in default of the lease terms of this Agreement, or the applicable Option Period, at the time of the applicable Option request. Each Option shall be deemed to be exercised by WOW unless, at least three (3) months and no more than six (6) months prior to the expiration of the then existing term of the lease provisions of this Agreement or Option Period, as applicable, WOW provides to City written notice of its intent not to exercise its Option, in which case this Agreement shall terminate at the conclusion of the then existing Lease term or Option Period, as applicable.

ii. Termination of Use/Removal. City's sole remedy under this Agreement with respect to a WOW breach of the lease provisions contained herein shall be the right to terminate WOW's use of any TIN on the Premises Locations and/or to require removal of any TIN on City Property pursuant to paragraph 2.h.v below in the event that WOW breaches any material obligation of the lease provisions of this Agreement (which shall include but not be limited to a violation of the Applicable Requirements) provided such breach is not cured within thirty (30) calendar days following written notice to cure delivered to WOW by City. The 30-day cure period shall be extended if: (a) within such period, WOW commences to cure and pursues the completion of such cure with reasonable diligence and such cure cannot be fully effectuated within said 30-day cure period, (b) a force majeure event occurs, or (c) WOW obtains written consent of City, which written consent shall be at the sole but reasonable discretion of the City.

iii. Early Termination. City recognizes that a substantial financial investment will be made by WOW in the development, installation, construction, operation and maintenance of the TIN at each of the Premises Locations. Consequently, City agrees that City's early termination rights shall be limited solely to a TIN-by-TIN basis for material breaches of the applicable lease provisions of this Agreement and only to that (those) specific TIN structure(s), for which material breaches are not cured within the requisite thirty (30) calendar day period following City prior written notice to cure. Notwithstanding the foregoing, the cure period shall be extended if: (a) WOW commences to cure and pursues to completion such cure with reasonable diligence and such cure cannot be fully effectuated within said 30-day cure period, (b) a force majeure event occurs, or (c) WOW obtains written consent of City, which consent shall be at the sole but reasonable discretion of the City. In the event of a City early termination of this Agreement resulting from an uncured material breach of a lease provision of this Agreement by WOW with respect to any TIN(s), this Agreement may only be early terminated by City as to the applicable TIN structure(s), as to which there is an uncured material breach, and such early termination shall become effective immediately following written notice from City. Following any such early termination,

WOW shall have no further liability of any type or nature to City or development right as to any such terminated TIN structure(s) associated therewith. In such event, the lease provisions of this Agreement shall be deemed automatically amended to reflect the fact that WOW's lease obligations under this Agreement shall be applicable only to the remaining TIN structures not terminated and/or removed from this Agreement.

b. Rent and Other Consideration. The amounts payable pursuant to this section of the lease provisions of this Agreement shall constitute the total consideration of any and every type or nature whatsoever to be paid by WOW to City as and for the use and operation of the TINs on the leased Premises Locations.

i. Minimum Annual Guarantee. Commencing with the Rent Commencement Date and continuing annually thereafter, WOW shall make minimum annual payments (the "Minimum Annual Guarantee") to City on a per Face basis, in the amount of one thousand dollars ($1,000.00) per month per Face for each fully Operational TIN. Starting in the third year, the City's Minimum Annual Guarantee will be offset against WOW's Percentage Rent payment obligation (as defined below) with respect to the Phase I Premises Locations and, if applicable, Phase II Premises Locations.

ii. Percentage Rent. Commencing after a total of 24 months (as calculated below) have elapsed following the Rent Commencement Date for Phase I Premises Locations (and separately for Phase II, as/if applicable), WOW shall be obligated to pay City 40% of that portion of WOW's Gross Revenue (as defined below) in excess of the annualized Minimum Annual Guarantee rent paid or payable to City for the applicable TIN Faces during the applicable calendar year as "Percentage Rent." Any such WOW obligation to pay the Percentage Rent shall be accomplished in the following manner: WOW shall submit to City a report providing the calculations utilized by WOW to establish its Gross Revenue and Percentage Rent with respect to the applicable Faces (the "Report"), along with the delivery of any Percentage Rent payment payable to City as provided in the Report. The Report and any Percentage Rent payment shall be delivered to City not later than forty-five (45) calendar days following the end of each applicable calendar year. Within thirty (30) calendar days following City's receipt of the Report, City may request and pursuant to such request, have the right to audit any and all annual records of WOW that support the calculations provided in the Report establishing the Percentage Rent for the applicable Faces. Failure by the City to request an audit within the above-described 30-day period shall constitute City acceptance of WOW's calculations for the applicable Faces as provided in the Report. For purposes of clarity, the Parties wish to include the following example of the above-stated terms: In the event that WOW's Gross Revenue for all applicable TIN Faces exceeds the Minimum Annual Guarantee rent for such TIN Faces in the aggregate by the amount of $100,000, 40% of this $100,000 amount or $40,000 shall constitute Percentage Rent payable to City.

iii. As used herein, "WOW's Gross Revenue" shall mean and include the gross amount collected by WOW for the sale of advertising for an individual Face during the calendar year less those actual fees and costs incurred by WOW to operate, maintain, repair or replace the TIN and its elements (the "Actual Costs") paid to Unaffiliated Third Parties (as defined herein) and the costs of providing power to the TIN; provided

Actual Costs shall not exceed twenty five percent (25.00%) of the aggregate of the gross revenue generated by WOW from the sale of advertising for all Faces for the applicable calendar year. As used herein "Unaffiliated Third Parties" are entities and/or individuals unaffiliated with WOW such that WOW has no interest (direct or indirect) in the Unaffiliated Third Parties or receives any revenue from the payments made to any such Unaffiliated Third Parties. In addition to the above, and as a separate right under this Agreement, so long as WOW is in compliance with its obligation under Section 3(i) below, WOW shall be entitled to deduct from (i.e. in the calculation of) WOW's Gross Revenue an amount equivalent to 40% of all reasonable and bona fide third-party costs necessary to maintain, repair or replace the TIN ("Repair/Replacement Cost"), subject to the conditions and restrictions set forth below in this Section. WOW's ability to deduct any Repair/Replacement Cost as provided in the previous sentence shall be limited to cost items/loss events that are in excess of One Hundred Thousand Dollars ($100,000) ("Repair/Replacement Cost Minimum"). Once WOW has actually paid the entire amount of the applicable repair/replacement costs ("Total Cost"), and the Total Cost (inclusive of the Repair/Replacement Cost) exceeds the applicable Repair/Replacement Cost Minimum, WOW shall be allowed to deduct the entire amount of the Repair/Replacement Cost against (i.e. in the calculation of) WOW's Gross Revenue during the applicable calendar year in which the entire amount of the Total Costs have been paid. For purposes of example only, if WOW incurs and pays $100,001 as the total cost of repair/replacement of the TIN in a particular calendar year, WOW shall be entitled to deduct 40% of the total $100,001 cost or $40,400.40 ($100,001 x .40) in the process of calculating WOW's Gross Revenue at the earliest possible moment during the same calendar year in which the total $100,001 repair/ replacement cost was paid.

iv. Rent Commencement Date. The Rent Commencement Date for each phase shall commence within ninety (90) calendar days after all TIN structures comprising the applicable phase (and each and every Face thereof) are constructed, permitted and fully Operational on its applicable Premises Location ("Rent Commencement Date") and shall continue to be paid monthly and annually, respectively and as applicable, throughout the term of this Agreement. As used herein, the term "Operational" shall mean that the TIN (and each and every Face thereof) is capable, legally and functionally, of displaying full motion, full color, on-site and off-site advertising in full compliance with the Applicable Requirements. If WOW is unable to obtain all necessary permits for the construction and operation of any TIN or any of its Faces within Development and Operational Phase, WOW shall have the right but not the obligation, as to any such TIN(s) and any such Faces, to declare this Agreement and the applicable lease provisions herein, as having been early terminated by the Parties on the terms provided above, leaving it with no further liability to City or development rights as to any such terminated TIN(s) or Faces. In such event, this Agreement and the applicable lease provisions herein, shall be deemed automatically amended to reflect the fact that WOW's obligations under this Agreement shall be applicable only to the remaining TIN or Faces not terminated and/or removed from this Agreement. Due to construction and permitting schedules, each Face may have a separate Rent Commencement Date.

c. Revenue Challenges. Should WOW's gross revenues from any one of the TIN be less than its prorated share of the Minimum Annual Guarantee for that TIN for any twelve

(12) consecutive month period, WOW and City will meet and confer, and negotiate in good faith the potential reduction in the Minimum Annual Guarantee. If the Parties cannot agree on a new Minimum Annual Guarantee for any such TIN, WOW shall have the right, as to any such TIN, to declare the applicable lease provision of this Agreement as having been early terminated by the Parties on the terms provided above, leaving it with no further liability to City or development rights as to any such terminated and/or removed TIN. In such event, this Agreement and the applicable lease provision(s) shall be deemed automatically amended to reflect that WOW's continuing obligations under this Agreement shall be applicable only to the remaining TIN not terminated and/or removed from this Agreement.

d. Construction Easement. From and after the Effective Date and with respect to each Premises Location and at no additional cost or expense to WOW of any type or nature whatsoever, City hereby grants and conveys to WOW an easement on, under, over and around each Premises Location and all such surrounding City Property as is reasonably required for the development, installation, construction, operation, security and maintenance of the TIN and Faces at each of the Premises Locations (the "Easement Properties"), including but not limited to ingress and egress related thereto. WOW shall be fully responsible for any and all damage and injuries resulting from WOW's use of the Easement Properties and the City Property pursuant to the construction easement and shall fully indemnify City with respect to the use of the Easement Properties as provided in paragraph 2.j.i, below.

e. Display Prohibition. Should WOW be prohibited by the Applicable Requirements, a judgment or other legal or legislative action from installing or operating the TIN or any Faces at any or all of the Premises Locations, WOW shall have the right but not the obligation, as to any such TIN and any such Faces, to declare this Agreement and applicable lease provisions herein as having been early terminated by City on the terms provided above leaving it with no further liability to City and development rights as to any such terminated TIN or Faces. In such event, this Agreement and applicable lease provisions herein shall be deemed automatically amended to reflect that WOW's continuing obligations hereunder shall be applicable only to the remaining TIN or Faces not terminated and/or removed from this Agreement and applicable lease provisions herein.

f. City TIN Use. As further consideration for the Lease, WOW shall make available to City up to ten percent (10%) of the total advertising time on each Face for public service announcements ("PSAs") such as amber alerts, drunken driving awareness, serious accidents and emergency-disaster messaging. City shall derive no revenue of any type or nature from its use of a Face as provided herein and all revenue actually received by the City for PSAs shall be delivered upon receipt to WOW.

g. WOW TIN Use.

i. Permitted Uses. Subject to the Applicable Requirements, the Premises Locations may be used for the installation, operation, maintenance, repair, and replacement of, and security for, TIN to display outdoor advertising (whether on-premises or off- premises) and for no other uses, together with the right of ingress and egress to the Premises Locations by WOW's designated representatives. WOW shall also have the right to license or rent the use of the TIN, or any portion of them, to carry traditional off-site advertisements from national and local advertisers subject to full

compliance with the Applicable Requirements. In furtherance thereof, City hereby grants to WOW the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces.

ii. Prohibited Uses. The TIN shall not contain obscene material. Except as expressly or otherwise prohibited, all other advertising content shall be permissible.

iii. Unobstructed View. City shall be required to remove any structure, plant or other item that obstructs the view of any TIN kiosk structure or Face installed at a location approved by City. Following its approval of any such location, City shall not allow any new structure, or any new tree or new vegetation on City Property to obstruct the view of any TIN or Faces.

iv. Local Advertising. In order to provide greater advertising access to a broader spectrum of City's constituency, City authorizes WOW to provide a discount of at least seventy-five percent (75%) on advertising fees to any local business qualifying as a "Small Business," as defined in this Agreement. The Parties may create a mutually agreeable raffle-style process for awarding advertising access to local Small Businesses. For purposes of this Agreement, "Small Business" shall mean any local business with average annual gross receipts of less than one million dollars ($1,000,000.00) earned during the prior three years of operation, or if the business has less than three years operating history, then the average gross receipts shall not exceed five hundred thousand dollars ($500,000) for each year of operation. City authorizes WOW to exercise its own independent discretion to require that any and all advertising content of any such Small Business meets the high aesthetic standards of WOW's advertising content on the Faces. In the event WOW wishes to contract with a Small Business but that Small Business has not provided advertising content reasonably satisfying the high aesthetic standards of WOW, WOW shall take reasonable measures to refer the Small Business to a creative advertising agency or agencies in order to upgrade the advertising content. The cost of all such services provided to the Small Business by any such creative advertising agency shall be at the expense of the Small Business.

h. Installation, Operation and Maintenance of TIN. Subject the other terms of this Agreement and applicable lease provisions herein, WOW will construct, install, operate and maintain the TIN at its sole cost and expense.

i. Plans and Specifications. WOW shall submit plans and specifications (the "Plans") to City for review and approval. City approval of the plans and specifications shall not be unreasonably withheld or conditioned. In the event that City fails to communicate in writing its approval or disapproval of the Plans to WOW within thirty (30) City business days of submission (the "Review Period"), WOW shall provide written notice to the City of such failure following the expiration of the Review Period (the "Reminder Period Notice"). In the event no such approval or disapproval is communicated in writing to WOW within thirty (30) City business days following City's receipt of the Reminder Period Notice, the submitted Plans shall be deemed not approved by City.

ii. Approved Plans. WOW shall construct, install and maintain the TIN at each applicable Premises Location, pursuant to the approved Plans.

iii. Permits. WOW shall obtain all permits required to install the TIN, including, without limitation, all City permits. All fees paid by WOW to City associated with permitting for TIN construction/erection and operation, including without limitation such fees paid prior to the Effective Date of this Agreement may be included as a deduction against WOW's Gross Revenue for the applicable calendar year as an Actual Cost pursuant to Paragraph 3b(iv) above. WOW shall only be authorized to make such deductions following submittal and approval by City of a written statement certified by WOW to be a true and accurate accounting of each dollar actually paid by WOW to City for such fees. City's failure to approve, reject or otherwise respond to a written statement certified by WOW (as provided in the previous sentence) within thirty (30) City business days of receipt by City of same shall constitute approval by City. Authorized deductions for fees paid pursuant to this Section may be included as deductions against WOW's Gross Revenue for the applicable year as an Actual Cost pursuant to Paragraph 3b(iv) above, until such time as the total amount of the fees payable by WOW to the City have been paid.

iv. Good Repair. WOW will keep the TIN in good repair and promptly remove all graffiti on any TIN within twenty-four (24) hours, excluding weekdays or holidays, upon WOW's receipt of written notice from the City, or WOW otherwise becomes aware of the placement of such graffiti thereon, whichever is sooner to occur.

v. Removal. Unless otherwise directed by the City, WOW shall promptly remove all WOW-installed and/or constructed improvements on City Property upon any termination of this Agreement or upon expiration of the term of this Agreement and any option periods. All such improvements on City Property shall be and remain the property of WOW during the term of this Agreement and any reasonable removal period established by the Parties upon any termination of this Agreement or upon expiration of the term of this Agreement and any option periods.

vi. Alterations. WOW shall have the right to alter the TIN over the term of this Agreement subject to the Applicable Requirements and City written approval, which approval shall not be unreasonably withheld or conditioned.

i. Insurance. WOW shall maintain:

i. General Liability Insurance. $5,000,000 per occurrence and $5,000,000 annual aggregate; fire legal-liability requirement of $5,000,000.

ii. Fire-Casualty Insurance. Full replacement value of the TIN(s).

iii. Construction. Full insurable value for all construction material delivered to the Premises Locations for vandalism and malicious mischief.

iv. Auto Liability Insurance. $2,000,000 per occurrence; $2,000,000

v. Workers Compensation. As required by Law.

vi. Performance Bond. For construction of each TIN.

vii. Replacement Insurance. Full replacement value of all the improvements (including the TIN structures) constructed, installed, operated and maintained on the Premises Locations.

viii. Earthquake Insurance. As requested by City, if commercially reasonable and available.

j. Indemnity. Subject to the below restrictions, WOW shall defend, indemnify and hold harmless City, its members, representatives, agents, consultants and employees (collectively, "Indemnitees") from all claims, liens, liability and damages, including reasonable attorney's fees and costs (collectively, "Liabilities"), resulting from third parties claims relating to the TIN and/or City's approval of this Agreement, including WOW's construction, use, operation and/or maintenance of the Premises Locations and/or the Easement Properties for which the construction easement is granted pursuant to paragraph 2.d., above (WOW's "Indemnity Obligations"), except to the extent that such Liabilities is the result of: (i) Indemnitees' gross negligence; or, (ii) Indemnitees' willful acts or omissions. Moreover, the indemnity obligations of WOW as established by this Agreement shall survive the termination of this Agreement and shall remain in full force and effect, subject to the conditions of this Agreement, until such time as all Liabilities have been resolved either though settlement or litigation/court order.

i. However, notwithstanding the foregoing, the above-stated indemnity, defense and hold harmless obligations of WOW with respect to a claim filed pursuant to the California Environmental Quality Act ("CEQA") shall only apply to claims filed against the City between the Effective Date and the date that is 180 days following the date upon which City files a Notice of Determination ("NOD") pursuant to CEQA with the County Clerk (the "CEQA Claims Period"), and such claim(s) seek(s) to invalidate or legally preclude the implementation of the terms of this Agreement by the Parties based upon an alleged violation of the CEQA requirements, including but not limited to CEQA compliance claims ("Invalidation Claims"), provided any such Invalidation Claim (s) is/are filed during the CEQA Claims Period (a "Qualifying-1 Claim "). The City shall provide WOW with written notice of any Invalidation Claim that is filed pursuant to a Qualifying-1 Claim, and for which an indemnity from WOW to City is required pursuant to this Agreement (the "Indemnity-1 Notice"). The Indemnity Notice shall be delivered to WOW within five (5) City business days of the date the City Clerk's office is served with the requisite Qualifying-1 Claim litigation documents, and shall identify, at a minimum, the subject matter of the Qualifying-1 Claim, the parties to the Qualifying-1 Claim, the applicable case number and court in which the Qualifying-1 Claim is pending, as well as any other information pertinent to the Qualifying-1 Claim.

ii. Moreover, and notwithstanding the foregoing, the above indemnity, defense and hold harmless obligations of WOW with respect to any non-CEQA related filed claim(s) shall only apply to claims: (a) that have been timely filed with City in compliance with the applicable law governing such filed claims; and (b) filed against the City in a court of competent jurisdiction between the Effective Date and the applicable statute of limitations governing the filing date by which such claim(s) must be filed ("Claims Filing Period")(collectively, a "Qualifying-2 Claim"). The City shall provide WOW with written notice of any claim that is filed pursuant to a Qualifying-2 Claim, and for which an indemnity from WOW to City is required pursuant to this Agreement (the "Indemnity-2 Notice"). The Indemnity-2 Notice shall be delivered to WOW within five (5) City business days of the date the City Clerk's office is served with the requisite Qualifying-2 Claim litigation documents, and shall identify, at a minimum, the subject matter of the Qualifying-2 Claim, the parties to the Qualifying-2 Claim, the applicable case number and court in which the Qualifying-2 Claim is pending, and any other relevant information pertinent to the Qualifying-2 Claim.

iii. Within five (5) days of the Effective Date, WOW shall deposit the amount of one hundred thousand dollars ($100,000) into an independent and segregated account at a mutually agreed upon reputable financial institution selected by WOW, for purposes of funding the legal defense, resolution, and/or settlement of the applicable the Qualifying-1 Claim and/or the Qualifying-2 Claim for which an indemnification is required hereunder (the "Indemnity Account"). The Indemnity Account may be interest-bearing or non-interest-bearing as determined by WOW in its sole discretion.

iv. In the event that no valid Indemnity-1 Notice or Indemnity-2 Notice is (are) received during the applicable CEQA Claims Period and the applicable Claims Filing Period, the balance of funds in the Indemnity Account (the "Indemnity Funds") shall be returned to WOW, and all indemnification obligations under this Section 3(j) shall terminate. In the event a valid Indemnity Notice-1 and/or Indemnity Notice-2 is received within the applicable CEQA Claims Period or the applicable Claims Filing Period, as applicable, the Liabilities for which an indemnification is required of WOW pursuant to this Agreement shall be promptly paid and satisfied from the Indemnity Funds. In the event that the Indemnity Fund is depleted below $10,000.00 (other than by reason of a return of the Indemnity Fund to WOW as provided above) WOW shall, within five (5) business days, deposit sufficient funds in the Indemnity Account to return the Indemnity Fund to the initial $100,000.00 threshold amount. However, in the event that no valid Indemnity-1 Notice or Indemnity-2 Notice is (are) received by City within three (3) business days following the end of the applicable CEQA Claims Period, and the applicable Claims Filing Period, as applicable, the balance of funds in the Indemnity Account (the "Indemnity Funds") shall be returned to WOW.

v. However, notwithstanding the foregoing, WOW shall also be responsible for making the necessary payment adjustments to the Indemnity Account (i.e., increase the amount of the Indemnity Funds) to account for the timely and full payment of: (1) any damages awarded by a court of competent jurisdiction pursuant to a Qualifying-1 Claim(s) and/or Qualifying-2 Claim(s), as applicable; or (2) any settlement amount(s) mutually agreed upon by City and WOW as is necessary and

required to settle/resolve any Qualifying-1 Claim(s) and/or Qualiofying-2 Claim(s) (collectively, Qualifying Claim"); and/or Invalidation Claim(s).

vi. WOW shall have the right to deduct and offset any amounts paid from the Indemnity Funds under this Agreement against WOW's Gross Revenue within the applicable time periods under this Agreement. The right to deduct and offset under this sub-section is independent and separate from and in addition to WOW's other rights to deduct and offset against WOW's Gross Revenue, such as the right to deduct Actual Costs as described above.

vii. Indemnitees shall give WOW prompt written notice of any Liabilities or discovery of facts on which an Indemnitee will base its request for indemnification hereunder, and in no event shall WOW be liable for any Liabilities that result from a delay in providing such notice. WOW may, with the consent of the applicable Indemnitee(s) (which consent shall not be unreasonably withheld), elect to assume, at its sole option, control of the defense, appeal, or settlement of any Qualifying Claim, and control, through reputable independent counsel of its own choosing, the settlement or defense thereof. In such event, the applicable Indemnitees shall fully cooperate with WOW in connection therewith, and may employ, at any time, separate counsel (in its sole discretion) to represent them ("City Legal Counsel"), for which WOW shall: (1) be solely responsible for the costs and expenses of such separate counsel and shall remit payment to City within thirty (30) calendar days following its receipt of such invoiced costs and expenses from the City which shall be provided to WOW on a monthly basis; and (2) cause WOW's legal counsel during the course of the Qualifying Claim(s) to continuously: (aa) provide City Legal Counsel with adequate information concerning all material developments relating to the defense, and (bb) confer and consult with City Legal Counsel in good faith in a manner providing City Legal Counsel with a meaningful opportunity to participate in discussion regarding major strategic decisions with respect to the defense or disposition of the Qualifying Claim prior to such decisions being made. If the Indemnitee(s) assume control of the defense, such Indemnitee(s) shall (i) promptly provide WOW with copies of all invoices for attorney's fees and costs for which indemnity is sought hereunder on a monthly basis; pursuant to which, WOW shall remit full payment to the City within thirty (30) calendar days following its receipt of such invoices, (ii) provide WOW with adequate information concerning all material developments relating to the defense, and (iii) confer and consult with WOW in good faith in a manner providing WOW with a meaningful opportunity to participate in discussion regarding major strategic decisions with respect to the defense or disposition of the Qualifying Claim prior to such decisions being made. Regardless of who controls the defense, Indemnitees may not settle or compromise any claim or consent to the entry of any judgment for which it seeks indemnification hereunder without the prior written consent of WOW, which consent WOW shall not unreasonably withhold, condition, or delay. Further, regardless of who controls the defense, WOW shall have the right to settle and resolve any Qualifying Claim on terms that WOW deems commercially reasonable, in its sole discretion, provided that Indemnities shall not be held or deemed accountable, liable or responsible for any past, current or future Liabilities arising out of the approval of this Agreement, any third-party claims relating to the TIN, and/or Qualifying Claim(s). Indemnitees shall fully cooperate with respect to the effectuation of any settlements (including the execution of settlement agreements or other similar documents or

instruments), so long as the terms of the applicable settlement: (i) provide that all amounts due and payable will be paid entirely from the Indemnity Fund by WOW as provided above, (ii) include an unconditional release of the Indemnitees from all liability arising out of the applicable claims, (iii) do not contain any admission or statement suggesting any wrongdoing or liability on behalf of the Indemnitees, and (iv) do not contain any equitable order, judgment, or other term (other than the fact of payment or the amount of such payment by WOW) that unreasonably affects, restrains, or interferes with City or Indemnitees operations.

k. Damage or Destruction. If damage or destruction to a Face or TIN costing Fifty Thousand ($50,000) or more to repair occurs more than five (5) years prior to the end of the initial lease term of this Agreement (or any option period) and WOW otherwise has no right to terminate the lease term of this Agreement (in full or in part) or to remove a Face or TIN from the lease term of this Agreement, WOW shall repair all damage or destruction to a Face or TIN. If such damage or destruction occurs within five (5) years prior to the end of the initial lease term of this Agreement (or any option period), the remaining initial lease term of this Agreement (or any option period) shall be extended for a maximum period of five (5) years from the date that the repairs are completed and the repaired Face or TIN is placed back into service; pursuant to which, such extended period shall be specifically determined on the basis of the reasonably projected extension time required to allow WOW to amortize the full cost of such repairs over the remaining lease term of this Agreement (or any option period). To the extent that WOW elects not to repair or replace one or more Faces or TIN, WOW shall have the right, as to any such TIN and any such Faces, to declare this Agreement and the applicable lease term as having been early terminated by the Parties, leaving it with no further liability to City or development or operational rights as to any such terminated TIN or Faces. In such event, the lease term of this Agreement shall be deemed automatically amended to provide for a reduction in the Minimum Annual Guarantee to reflect the terms and conditions applicable to the remaining TIN or Faces not terminated and/or removed from the applicable lease provisions of this Agreement. To the extent that damage is caused by an event for which WOW is not required to insure and has not insured, WOW shall not be required to, but may at its sole discretion, repair damage to a Face or TIN; in such event, the remaining initial lease term of this Agreement (or any option period) shall be extended for a maximum period of five (5) years from the date that the repairs are completed and the repaired Face or TIN is placed back into service; pursuant to which, such extended period shall be specifically determined on the basis of the reasonably projected extension time to allow WOW to amortize the full cost of such repairs over the remaining lease term of this Agreement (or any option period).

l. Assignment. WOW shall have the right to assign its interest in this Agreement without the consent of City; provided however, any such assignee specifically assumes in advance and in writing WOW's obligations under this Agreement and such assignee is comparably qualified and financially suitable as WOW to operate and maintain the TIN in accordance with the requirements of this Agreement, the applicable lease provisions herein, and the Applicable Requirements. City shall make and enter into such documents as may be necessary for such an assignment so long as there is (i) no cost to the City, (ii) no decrease in the assignee's liability to City; (iii) no increase in City's obligation to the assignee, and (iv) no decrease in consideration payable to City, resulting from such assignment. City will agree to normal and customary financing and mortgagee protection provisions to the extent reasonably requested, and City's agreement shall not be unreasonably withheld or conditioned.

m. Miscellaneous.

i. Holdover. Should WOW holdover beyond the term of this Agreement (as the same may be extended) where the City has not previously terminated this Agreement, the lease provisions of this Agreement with respect to any holder of all or any portion of the Premises Locations, shall constitute a lease tenancy from year-to-year and shall continue in effect in accordance with all of the same terms and conditions until terminated by City upon written notice to WOW given no less than ninety (90) calendar days prior to the end of any such holdover period.

ii. Cooperation. Each of the Parties agrees to execute and deliver to the other Party all additional documents and to take such additional actions as are necessary or reasonably required to effectuate the terms, conditions, provisions, and intent of this Agreement.

iii. Authority. Each person signing this Agreement or any related documents warrants and represents that, to the extent he/she is executing this Agreement for, and on behalf of, a municipality, corporation, limited liability company, company, partnership, association, entity or affiliate thereof, he/she has been fully empowered and properly authorized to execute this Agreement for, and on behalf of, said entity, and is instructed by those having the requisite authority to cause said entity to make and enter into this Agreement. Each entity signing this Agreement warrants and represents that, to the extent it is executing this Agreement for, and on behalf of, any other entity or Affiliate, it has been fully empowered and properly authorized to execute this Agreement for, and on behalf of, said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.

iv. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflict of law principals. In the event of litigation between the Parties, venue in state trial court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

v. Successors. This Agreement, and all of its terms, conditions and provisions, shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors, and assigns.

vi. Merger and Integration. This Agreement and all exhibits contain the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersede any and all prior or contemporaneous agreements and discussions, whether written or oral. Thus, any and all prior and/or contemporaneous discussions, negotiations, writings, commitments and/or undertakings related to the subject matter of such agreements are merged herein and therein.

vii. Construction. Each of the Parties agrees that no Party to this Agreement shall be deemed to be the author of this Agreement or any term, provision

or condition hereof, that any and all ambiguities shall be resolved and the terms, provisions and conditions of this Agreement shall be construed and interpreted without regard to which Party may have suggested, drafted, revised or otherwise authored this Agreement or any of its particular terms, provisions or conditions, and that this Agreement shall be construed and interpreted as if drafted mutually by all of the Parties.

viii. Attorneys' Fees. Each Party shall bear responsibility for its own attorneys' fees and costs incurred in connection with the negotiation, drafting and implementation of this Agreement. Notwithstanding the foregoing, a prevailing Party in any action or other proceeding to enforce, interpret or otherwise address the rights and obligations contained in this Agreement shall be entitled to recover its reasonably incurred attorneys' fees and reasonably incurred costs (regardless of whether such fees or costs otherwise would be recoverable by statute or other rule) as well as reasonable fees and costs incurred for consultants and experts.

ix. Modification. This Agreement may not be changed, altered or modified except in writing signed by duly authorized representatives of all Parties.

x. Third Party Beneficiaries. The Parties agree that there are no third-party beneficiaries to this Agreement.

xi. References. Whenever the language of this Agreement uses any form of pronoun, it shall be deemed to include the masculine, feminine and neuter whenever appropriate, and vice versa. Likewise, whenever the language of the Lease uses the singular of any pronoun, it shall be deemed to include the plural whenever appropriate, and vice versa.

xii. Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and shall not be construed as an explanation, modification, or intended construction of any terms or provisions of the Agreement.

xiii. Counterparts and Effective Date. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the Effective Date hereof being the date set forth in the first paragraph hereof. In the interest of expediting the execution and delivery of this Agreement, a facsimile signature shall be deemed to be and may be relied upon as an original, and telecopy or email transmission of an executed counterpart of this Agreement shall be deemed to be delivery of an original, executed counterpart.

xiv. Arbitration. Not Applicable.

xv. Utilities. WOW shall have the right to sufficient utilities and ventilation to support its intended use of the Premises Location and operation of the TIN thereon. WOW shall pay directly to the applicable utility provider the utility charges for all utilities used by each TIN element during the term of this Agreement. WOW shall have a right to offset/deduct such payments against WOW's Gross

Revenue, as provided above. City acknowledges that WOW has the right to contract with and use its own energy service providers.

xvi. Compliance with Law. WOW shall comply with all laws, rules and regulations (including but not limited to all Applicable Requirements) governing its performance hereunder, and to obtain any and all licenses and permits required therefore.

xvii. Financing. WOW shall have the right to utilize this Agreement and its rights hereunder as security for any financing. City shall provide reasonable cooperation with respect to any such financing effort. However, notwithstanding the foregoing, in no event shall the City's economic or financial interest in this Agreement or the TIN be subordinate to any such financing.

xviii. Taxes. City shall be responsible to pay all taxes of any and every type and nature associated with the City Property, except that WOW shall be responsible solely to pay all leasehold taxes and all personal property taxes attributable to this Agreement and/or associated with the TIN constructed and located on the Premises Locations.

xix. Condemnation of Premises Locations. If any portion of the Premises Locations is taken by a government entity exercising the power of eminent domain, or sold to a government entity by City under the exercise of said power (the formal judicial order that permits the taking is herein referred to as "condemnation"), then, in the discretion of WOW, either (a) this Agreement shall terminate as to the Premises Location so taken as of the date the condemning authority takes possession of the condemned portion of the Premises Location (the "Condemnation Date"), or (b) City shall have the right but not the obligation to relocate that Premises Location to a comparable location acceptable to WOW. If in WOW's reasonable business judgment, the remaining Premises Locations are no longer reasonably suitable for WOW's operations, WOW may terminate this Agreement. If all Premises Locations are condemned, then this Agreement shall automatically terminate as of the Condemnation Date. The party who receives the condemning authority's notice of intention to take (the "Condemnation Notice") shall immediately give a copy of such notice to the other party. If this Agreement is not terminated, (a) it shall remain in full force and effect as to the portion of the Premises Locations remaining, provided the Rent and all other. charges payable hereunder shall be reduced in order to reflect the number of the remaining Faces, and (b) City shall use the condemnation award received to provide a new Premises Location as soon as reasonably possible of the same quality, character and utility for WOW's purposes existing prior to the condemnation. Notwithstanding anything contained herein to the contrary, if relocation of the affected Premises Location is not commenced within thirty (30) City business days of City's receipt of the condemnation award or the subject relocation is not completed within one hundred eighty calendar (180) days from the Condemnation Date (the "Scheduled Completion Date"), then WOW may terminate this Agreement at any time following the Scheduled Completion Date. City and WOW may each pursue any condemnation award to which it is entitled by applicable law. WOW shall recover from the condemning authority or from City if WOW can show that any such amount included in City's net award or payment is attributable to the applicable TIN located on the affected Premises

Locations, including without limitation, the amortized value of improvements installed on the Premises Locations by WOW at WOW's expense based on straight-line depreciation over the remaining without regard to the condemnation. For the purposes hereof, a "net" award or payment shall mean the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

xx. Ownership of City Property. City represents and warrants to WOW that, as of the Effective Date of this Agreement, City is the owner of the City Property, as reasonably identified by WOW in proposing TIN sites.

xxi. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

xxii. Quiet Enjoyment. City represents and warrants to WOW that, as of the Effective Date of this Agreement, WOW shall have the quiet enjoyment of the City Property subject to the requirements of this Agreement, the applicable lease provisions herein and the Applicable Requirements throughout the term of this Agreement. Without limiting any rights WOW may have by statute or common law, so long as this Agreement is in full force and effect, WOW shall lawfully and quietly hold, occupy and enjoy the City Property during the term of this Agreement without disturbance by City or by any person claiming through or under City.

xxiii. Parties' Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between City and WOW other than the relationship of landlord and tenant. City and WOW expressly agree that neither the method of computing of rent nor any act of the parties hereto shall be deemed to create any relationship between City and WOW other than the relationship of landlord and tenant.

xxiv. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Agreement to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, pandemic, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of clarification and example only and without a restriction on the rights provided under this section, a material reduction in WOW's Gross Revenue caused directly or indirectly by the novel Covid-19 virus or other pandemic shall be construed as a Force Majeure Event, excusing performance of Required Acts such as WOW's obligation to pay Minimum Annual Guarantee and Percentage Rent for as long as the Force Majeure Event continues to exist.

xxv. Brokers. City and WOW each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises

Locations pursuant to this Agreement, with any other broker or person entitled to claim a commission or leasing fees. In no event shall this Agreement or the applicable lease provisions herein, be construed to create any express or implied obligation on the part of WOW or the City in favor of and/or on behalf of any broker (or any person claiming a commission or leasing fee) as a primary obligee or as a third-party beneficiary under this Agreement. City and WOW each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt.

xxvi. Notices. Whenever a provision is made under this Agreement for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Agreement.

To City:

City of Inglewood
One Manchester Boulevard
Ninth Floor
Inglewood, CA 90312
Attn: Louis A. Atwell, City Manager
Attn: Aisha L. Thompson, City Clerk

To WOW:

WOW Media, Inc.
18375 Ventura Blvd
Suite 112
Tarzana, CA 91356
Attn: Scott Krantz

With a copy to:

Kane Ballmer & Berkman
515 S. Figueroa Street
Suite 780
Los Angeles, CA 90071
Attn: Royce K. Jones, City Special Counsel

With a copy to:

Polsinelli PLC
2049 Century Park E
Suite 2900
Los Angeles, CA 90067
Attn: Anthony A. DiMonte

Notices, demands, or declarations given under this Agreement will be deemed to have been given when received as reflected on the return receipt, or when receipt is refused. A Party's address for notice may be changed at any time by notice given in accordance with the above.

xxvii. Recordation. As provided in Government Code Section 65868.5, this Agreement shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by all Parties. WOW shall provide the City Clerk with fees for such recording prior to or at the time of such recording should

the City Clerk effectuate recordation. The Parties shall cooperate to fashion this Agreement in the appropriate form and formatting for recordation, as required by the County of Los Angeles.

4. Other Issues.

a. CEQA. In accordance with the California Environmental Quality Act ("CEQA") and the guidelines contained in California Code of Regulations, Title 14, Chapter 3, ("CEQA Guidelines") as adopted by City, WOW has caused the impact of this Agreement to be fully analyzed and has secured the preparation of the MND pursuant to CEQA Guidelines, Section 15063, which has been peer reviewed and approved by City. The costs of securing the Initial Study and MND shall be paid by WOW, subject to all applicable rights to cost recoupment under this Agreement. This CEQA determination reflects independent analysis and has been peer reviewed and approved by City in its independent judgment. City retains the absolute sole discretion to modify the transaction, create and enter into such transactional documents, and modify this Agreement but only as is reasonably necessary to comply with CEQA, provided that any modifications not acceptable to WOW shall result, at WOW's option, in the termination of this Agreement at no additional cost to WOW.

b. Exclusivity. City shall cease all marketing efforts relating to the Premises Locations and all areas within the Exclusivity Radius Area subject to the Radius Exemption and the applicable provisions of the Inglewood Municipal Code (as noted above). City shall also not solicit or accept any offers concerning outdoor advertising in areas within the Exclusivity Radius Area subject to the Radius Exemption and the applicable provisions of the Inglewood Municipal Code, during the term of this Agreement (as it may be extended) and the applicable lease provisions herein.

c. Entitlements. City has determined that upon proper application, it is prepared to review and issue all permits, permissions and other approvals that might be required by WOW to perform pursuant to, and to obtain the contemplated benefits of, this Agreement subject to WOW's compliance with the Applicable Requirements and all City permitting and entitlement requirements.

d. Cooperation. In connection herewith, the Parties shall reasonably cooperate with one another to achieve the objectives and purposes of this Agreement.

e. Expedited Processing. City agrees to use its good faith efforts to expedite the processing of entitlements and approvals necessary for implementation of this Agreement and any and all activities required to permit the TIN to be erected on the Premises Locations.

f. Acknowledgments. Each Party acknowledges and understands that the other Party has and will continue to invest and rely on it to fully perform its obligations created under this Agreement. Each Party further acknowledges and understands that should it fail to fully and timely perform all of its obligations under this Agreement (and related obligations), the other Party will be seriously and irreparably harmed in its business and financial interests to the point where mere monetary damages will not provide an adequate remedy. Given the foregoing acknowledgements, each Party accepts and agrees that should it fail to fully and timely perform its obligations under this Agreement, the other Party may pursue injunctive relief, specific performance and any and all other reasonable or applicable legal remedies to address such failure.

IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date.

CITY OF INGLEWOOD

By: _____
Name: James T. Butts, Jr.
Title: Mayor

WOW MEDIA, INC.

By: _____
Name: Scott Krantz
Title: CEO

APPROVED AS TO FORM:

INGLEWOOD CITY ATTORNEY

By: _____
Name: Rick Olivarez
Title: City Attorney

APPROVED:

KANE BALLMER & BERKMAN

By: _____
Name: Royce K. Jones
Title: Special City Counsel

ATTEST:

AISHA L. THOMPSON

By: _____
Name: Aisha L. Thompson
Title: City Clerk

EXHIBIT A

Map of Premises Locations

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LOCATIONS

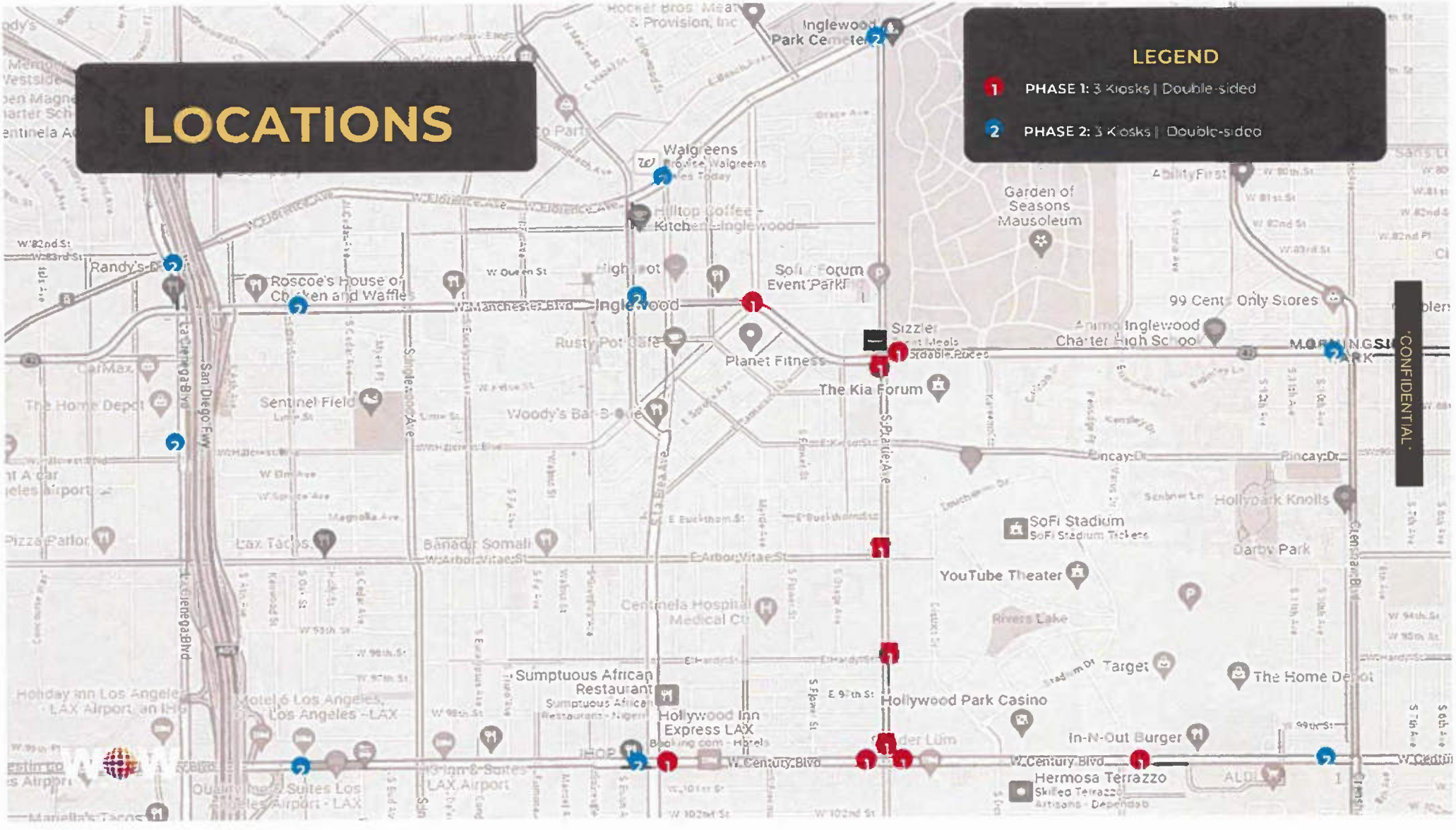
LEGEND
1 PHASE 1: 3 Kiosks | Double-sided
2 PHASE 2: 3 Kiosks | Double-sided
Inglewood Park Cemetery
Walgreens
Garden of Seasons Mausoleum
Randy's Donuts
Roscoe's House of Chicken and Waffles
Inglewood
Sofi Forum Event Parking
Planet Fitness
Sizzler
Inglewood Charter High School
99 Cents Only Stores
The Kia Forum
Sentinel Field
Woody's Bar-B-Que
Rusty Pot Cafe
CarMax
The Home Depot
Pincay Dr
Hollypark Knolls
SoFi Stadium
SoFi Stadium Tickets
Darby Park
YouTube Theater
Rivers Lake
Centinela Hospital Medical Ctr
Pizza Parlor
Lax Tacos
Banadir Somali
Sumptuous African Restaurant
Hollywood Inn Express LAX
Holiday Inn Los Angeles - LAX Airport
Motel 6 Los Angeles, Los Angeles - LAX
Hollywood Park Casino
Target
The Home Depot
In-N-Out Burger
Hermosa Terrazzo
W Century Blvd
S Prairie Ave
San Diego Fwy
La Cienega Blvd
W Manchester Blvd
E Arbor Vitae St
W 82nd St
W 83rd St
W 93rd St
W 98th St
W 99th St
W 102nd St
E 94th St
E 95th St
E 96th St
E 97th St
E 98th St
E 99th St
CONFIDENTIAL

EXHIBIT B

Kiosk Diagram Illustration

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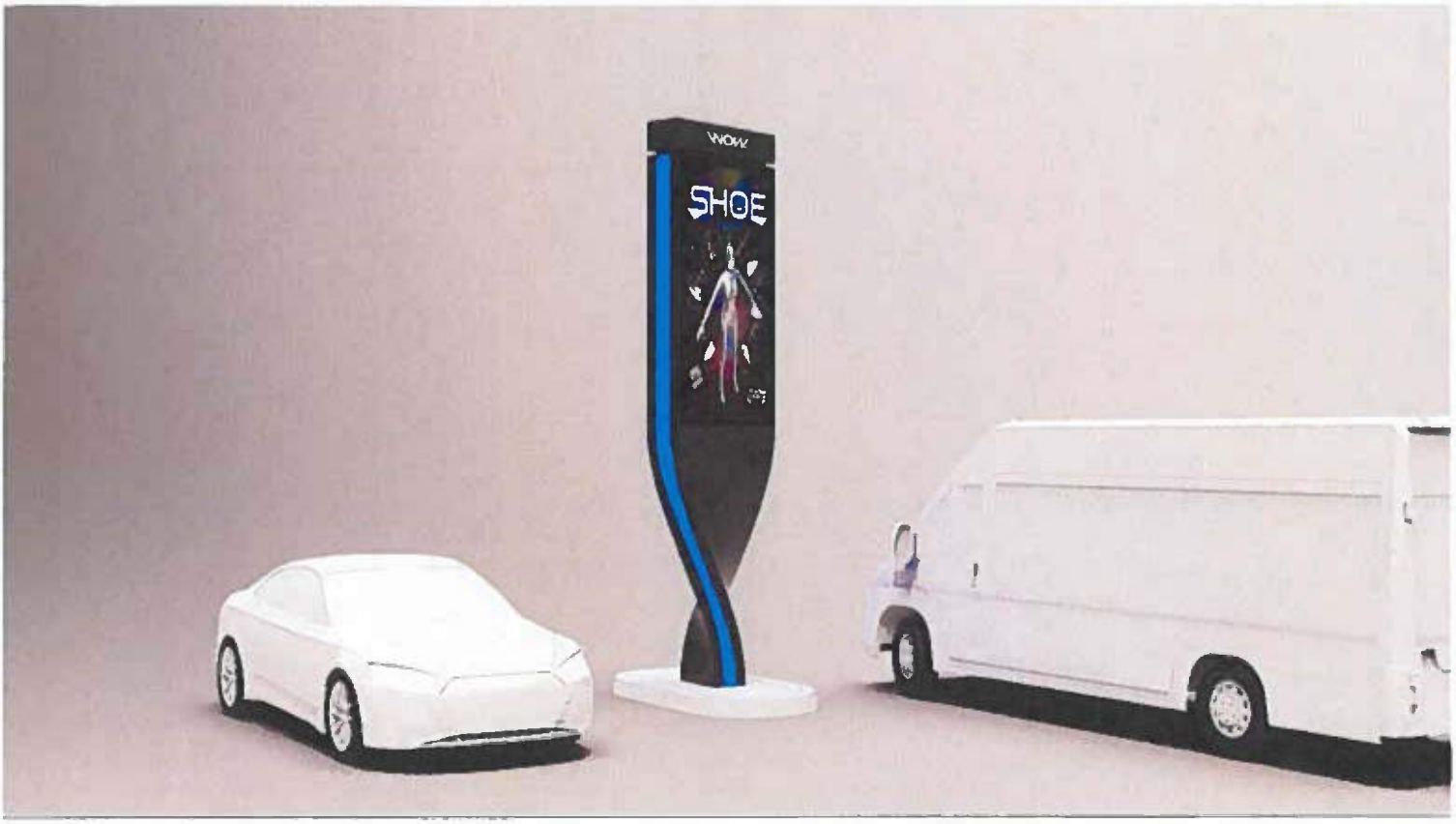
SHOE

ATTACHMENT 2

DEPARTMENT OF TRANSPORTATION
DISTRICT 7
100 S. MAIN STREET, MS 16
LOS ANGELES, CA 90012
PHONE (213) 266-3574
FAX (213) 897-1337
TTY 711
www.dot.ca.gov

Making Conservation a California Way of Life

April 7, 2025

Christine Rivera
City of Inglewood, Planning Division
One West Manchester Blvd, Fourth Floor
Inglewood, CA 90301

RE: Digital Kiosk Network – Mitigated Negative Declaration (MND)
SCH# 2025030243
GTS #07-LA-2025-04764
Vic. LA 405 PM 23.58, 23.03, & 22.23

Dear Christine Rivera,

Thank you for including the California Department of Transportation (Caltrans) in the review process for the above referenced project. The proposed project consists of the installation of digital street signs and kiosks in 20 generally designated areas along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City of Inglewood. The digital signs would serve as information beacons, offering real-time updates on local events, full motion images (i.e., moving pictures or animations that play seamlessly), weather conditions, and vital news. There would be two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the structure. The specific placement of digital signs would integrate with the urban setting while ensuring pedestrian and traffic flows remain unhindered. The proposed project would be implemented in two phases. In total, 60 digital signs and 108 digital screens would be installed in Phase 1 and Phase 2. Phase 1 and Phase 2 may occur simultaneously or separately based on City collaboration.

After reviewing the MND, Caltrans has the following comments:

Please note that there are multiple Project elements adjacent to Caltrans Right-of-Way and that any project work occurring within, or abutting Caltrans ROW will require an encroachment permit and all concerns and requirements must be addressed. This includes the requirement for Outdoor Advertising Display Permits to construct and operate the proposed signage directly adjacent to, and facing, I-405.

Final design requirements for any proposed changes to infrastructure within or along Caltrans Right-of-way will be determined by the Office of Permits. At the time of permit application there will be rounds of review and corrections to ensure all design, Right-of-way, access management, water runoff, environmental, and statutory requirements are being addressed.

Caltrans District 7 Office of Permits contact information:
Mailing Address: 100 S Main Street, Ste 100 Los Angeles, CA 90012
Office Hours: 8:00 a.m. to 5:00 p.m. Monday-Friday
Phone: 213-897-3631 | Fax: 213-897-0420 | E-mail: D7.Permits@dot.ca.gov

If you have any questions, please contact project coordinator Anthony Higgins, at anthony.higgins@dot.ca.gov and refer to GTS #07-LA-2025-04764.

Sincerely,

Miya Edmonson

Miya Edmonson
LDR Branch Chief

Cc: State Clearinghouse

ATTACHMENT 3

DIGITAL KIOSK NETWORK

INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION

EA-MND-2025-025

Prepared for

CITY OF INGLEWOOD
Development Services Department
Planning Division
One West Manchester Boulevard
Inglewood, CA 90301

Prepared by

TERRY A. HAYES ASSOCIATES INC.
3535 Hayden Avenue, Suite 350
Culver City, CA 90232

February 19, 2025

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1.0 INTRODUCTION

This section provides an overview of the environmental review process for the proposed Digital Kiosk Network (proposed project) in the City of Inglewood and identifies the discretionary actions and approvals needed to implement the proposed project.

1.1 PROJECT OVERVIEW

The proposed project consists of the installation of digital street signs and kiosks in 20 generally designated areas along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City of Inglewood. A total of 60 digital signs and 108 digital screens would be installed in one or two phases. The full motion digital signs would be installed within the public right-of-way (ROW) along the sidewalks and within the center medians along the designated roadways, no further than 2000 feet of the generally designated areas based on the City collaboration, utility and visibility considerations, and American Disabilities Act (ADA) compliance.

1.2 ENVIRONMENTAL COMPLIANCE REQUIREMENTS

Section 15063(a) of the California Environmental Quality Act (CEQA) Guidelines requires the lead agency to prepare an Initial Study (IS) to determine if the proposed project may have a significant effect on the environment. The purpose of this document is to inform the City of Inglewood, public agencies and interested parties of the potential environmental effects resulting from the proposed project. For the proposed project to obtain an environmental clearance in the form of a Mitigated Negative Declaration (MND), any potential significant adverse effects must be mitigated to a less-than-significant level. This document alone does not determine whether the proposed project will be approved. Rather, it is a disclosure document aimed at equally informing all concerned parties and fostering informed discussion and decision-making regarding all aspects of the proposed project.

1.3 PROJECT INFORMATION

Project Title/Location:	Digital Kiosk Network Maps Various locations along Century Boulevard, Manchester Boulevard, Florence Avenue, and Prairie Avenue in the City of Inglewood
Lead Agency Name and Address:	City of Inglewood Development Services Department Planning Division One West Manchester Boulevard Inglewood, CA 90301
Contact Person and Phone Number:	Bernard McCrumby Planning Manager (310) 412-5230
Project Sponsor's Name:	Scott Krantz, Chief Executive Officer WOW Media

1.4 DISCRETIONARY ACTIONS AND APPROVALS

Discretionary actions include those local approvals or entitlements necessary to implement a project. The discretionary actions required for the proposed project include the following:

- Adoption of a Mitigated Negative Declaration
- Approval and Execution of the Digital Sign Agreement
- Issuance of permits to place digital signs within the public right-of-way

1.5 ORGANIZATION OF THIS INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The content and format of this Initial Study/Mitigated Negative Declaration (IS/MND) is designed to meet the requirements of CEQA. This IS/MND is organized into the following four sections:

1.0 Introduction. This section provides an overview of the proposed project and the environmental review process.

2.0 Project Description. This section provides a description of the proposed project, a description of the project site and the surrounding uses, and the estimated timeline for the construction and implementation of the proposed project.

3.0 Initial Study Checklist and Evaluation. This section contains the CEQA Guidelines Appendix G: Initial Study Checklist and identifies the level of impact under each environmental impact category. This section also includes a discussion of the environmental impacts and any mitigation measures associated with each category.

4.0 List of Preparers and Sources Consulted. This section provides a list of the consultant team members, and a list of sources and references used in the preparation of this IS/MND.

2.0 PROJECT DESCRIPTION

This section provides a detailed description of the proposed project, the project locations, and the estimated timeline for the implementation of the proposed project.

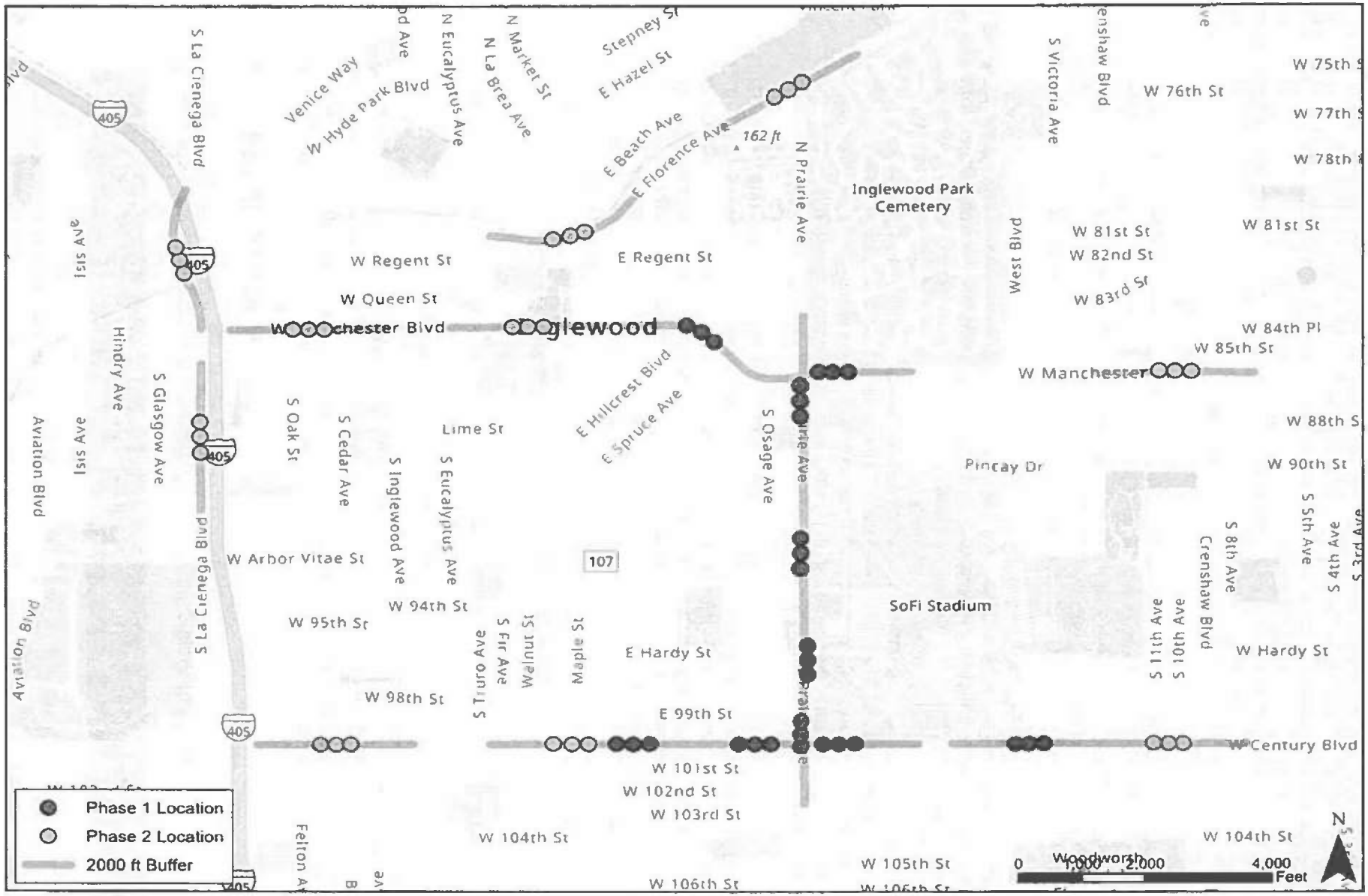
2.1 PROJECT LOCATION

The digital signs could be located within the public ROW within 2,000 feet of 20 generally designated areas along Century Boulevard (between La Cienega Avenue to Crenshaw Boulevard), Manchester Boulevard (between La Cienega Avenue to Crenshaw Boulevard), Prairie Avenue (between Manchester Boulevard to Century Boulevard), and Florence Avenue (between La Cienega Avenue to Prairie Avenue) in the City of Inglewood. The specific placements will shift based on the City collaboration, utility and visibility considerations, and ADA compliance, but in all cases will not be placed outside the ROW of the designated street within 2,000 linear feet from the 20 generally designated areas along the streets. The general areas and the 2,000 linear foot buffer where the kiosks and digital street displays could be located are shown in **Figure 2-1**.

Century Boulevard between La Cienega Avenue and Crenshaw Boulevard is generally lined with commercial businesses and surrounded by residential neighborhoods. The western portion of Century Boulevard between La Cienega Avenue and Hawthorne Boulevard is developed with small businesses that support the airport (e.g., rental car offices and hotels) as well as small, locally serving retail and restaurants. The area between Hawthorne Boulevard and Prairie Avenue is developed with a mix of hotels, motels, retail centers, and residential uses. The eastern stretch of the Century Boulevard between Prairie Avenue and Crenshaw Boulevard is developed with a mix of large commercial and industrial uses, including the Village Shopping Center, the Hollywood Park Casino, the Century Plaza shopping center, the Marketplace at Hollywood Park, Sofi Stadium and the new Los Angeles Clippers Intuit Dome.

Manchester Boulevard between La Cienega Boulevard and Crenshaw Boulevard is generally lined with commercial businesses and institutional uses and surrounded by residential neighborhoods. The Interstate (I)-405 freeway is located between La Cienega Boulevard and Ash Avenue. The western portion of Manchester Boulevard between La Cienega Boulevard and Grevillea Avenue is developed with small businesses that support the airport (e.g., hotels) as well as small, locally serving retail and restaurants. Between Grevillea Avenue and La Brea Avenue are several civic institutions fronting Manchester Boulevard, including the Inglewood Public Library and Inglewood City Hall. The eastern stretch between La Brea Avenue and Crenshaw Boulevard is developed with a mix of commercial, residential, and institutional uses, including the Inglewood Cemetery, the Kia Forum, and Amino Inglewood Charter High School.

Prairie Avenue between Manchester Boulevard and Century Boulevard is generally developed with a mix of commercial and residential uses. The eastern side of Prairie Avenue is characterized by the presence of large-scale commercial uses, including the Kia Forum, SoFi Stadium, and Cinepolis Luxury Cinemas. The western side of Prairie Avenue is developed with a mix of residential and commercial uses, including small, locally serving retail stores and restaurants.



Source: TAHA, 2024.

taha

TAHA 2024-035

Digital Kiosk Network
Initial Study/Mitigated Negative Declaration

CITY OF INGLEWOOD

FIGURE 2-1

PHASE 1 AND PHASE 2 PROJECT LOCATIONS

Florence Avenue between La Cienega Boulevard and Prairie Avenue is generally characterized by a mix of residential, commercial, and institutional uses. The Los Angeles County Metropolitan Transportation Authority (Metro) K Line is the feature on the northern side of Florence Avenue between La Cienega Avenue and Cedar Avenue and between Fir Avenue and Prairie Avenue. The southern side of Florence Avenue between La Cienega Boulevard and Market Street is developed with a mix of residential uses and large commercial uses, including office buildings, warehouses, and parking garages. Between Market Street and Prairie Avenue, the southern side of Florence Avenue is characterized by a mix of residential uses and smaller scale commercial uses including locally serving retail and restaurants.

2.2 DESCRIPTION OF THE PROPOSED PROJECT

The proposed project consists of the installation of kiosks and digital street displays in 20 generally designated areas along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City of Inglewood. The digital signs would serve as informative beacons, offering real-time updates on local events, full motion images (i.e., moving pictures or animations that play seamlessly), weather conditions, and vital news. The digital signs also facilitate two-way communication between the City and its residents through community messaging. Their adaptive content feature ensures that information and advertising are always relevant, optimizing the effectiveness of campaigns.

There would be two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the structure. Kiosks would be installed on the public sidewalks and the digital street displays would generally be installed within the center medians of the Century Boulevard, Manchester Boulevard, and Florence Avenue. Digital street displays would be installed within the public sidewalks and within the center medians of the roadways. Prairie Avenue does not have a center median, so the digital street displays would be installed on the sidewalk. It is also possible that some of the digital street displays on Manchester Boulevard would be installed on the sidewalk depending on where the information and communication technologies (ITC) infrastructure is located. The specific placement of digital signs would integrate with the urban setting while ensuring pedestrian and traffic flows remain unhindered. Renderings of the kiosks and digital street displays are presented in **Figure 2-2**.

The proposed project would be implemented in two phases. In total, 60 digital signs and 108 digital screens would be installed in Phase 1 and Phase 2, as shown in **Table 2-1**. Phase 1 and Phase 2 may occur simultaneously or separately based on City collaboration.

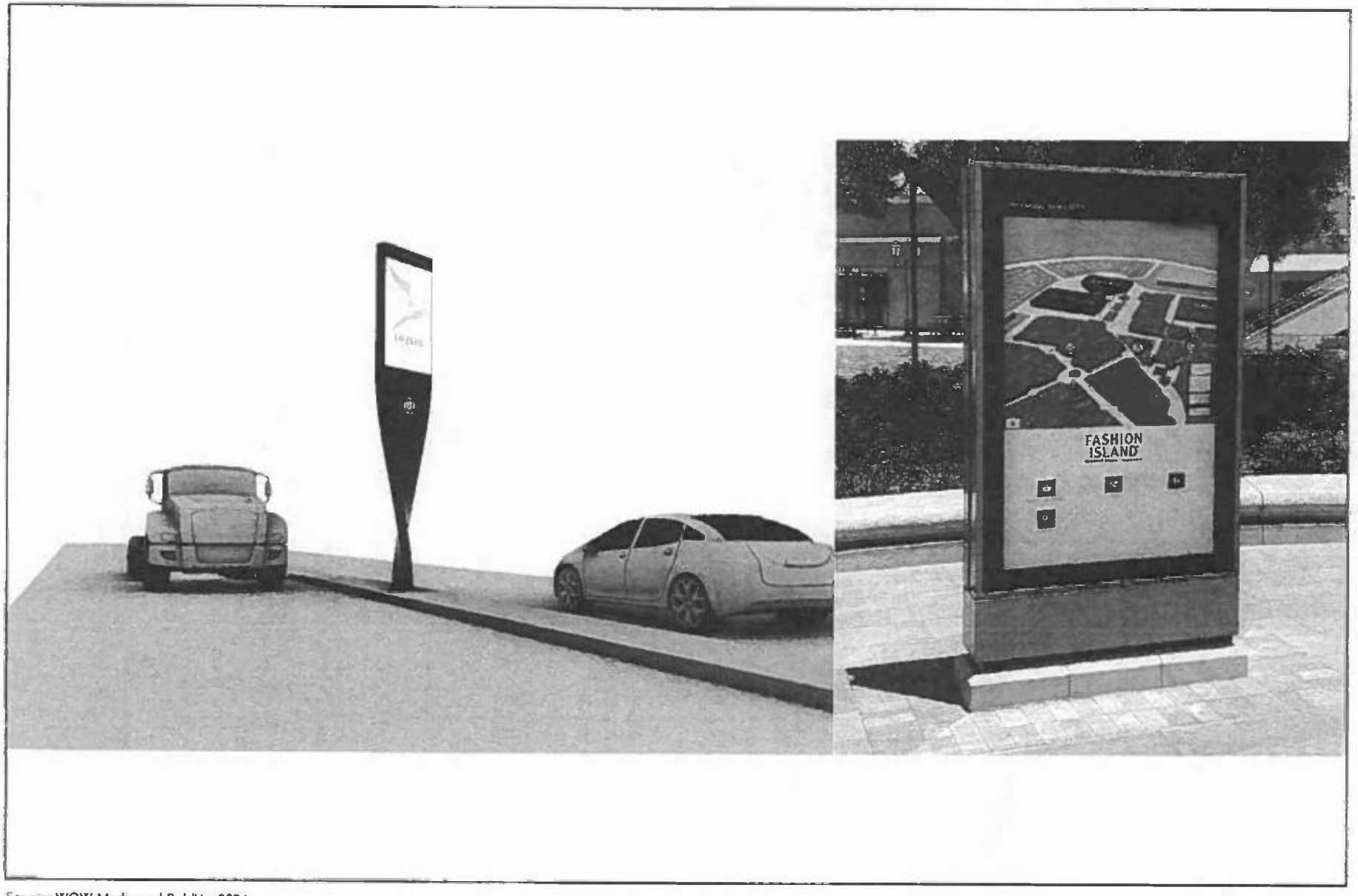
TABLE 2-1: PROJECT IMPLEMENTATION

	Phase 1	Phase 2
Locations	10	10
Kiosks and Digital Street Displays	30	30
Digital Screens	48	60

SOURCE: WOW Media, 2024

PHASE 1

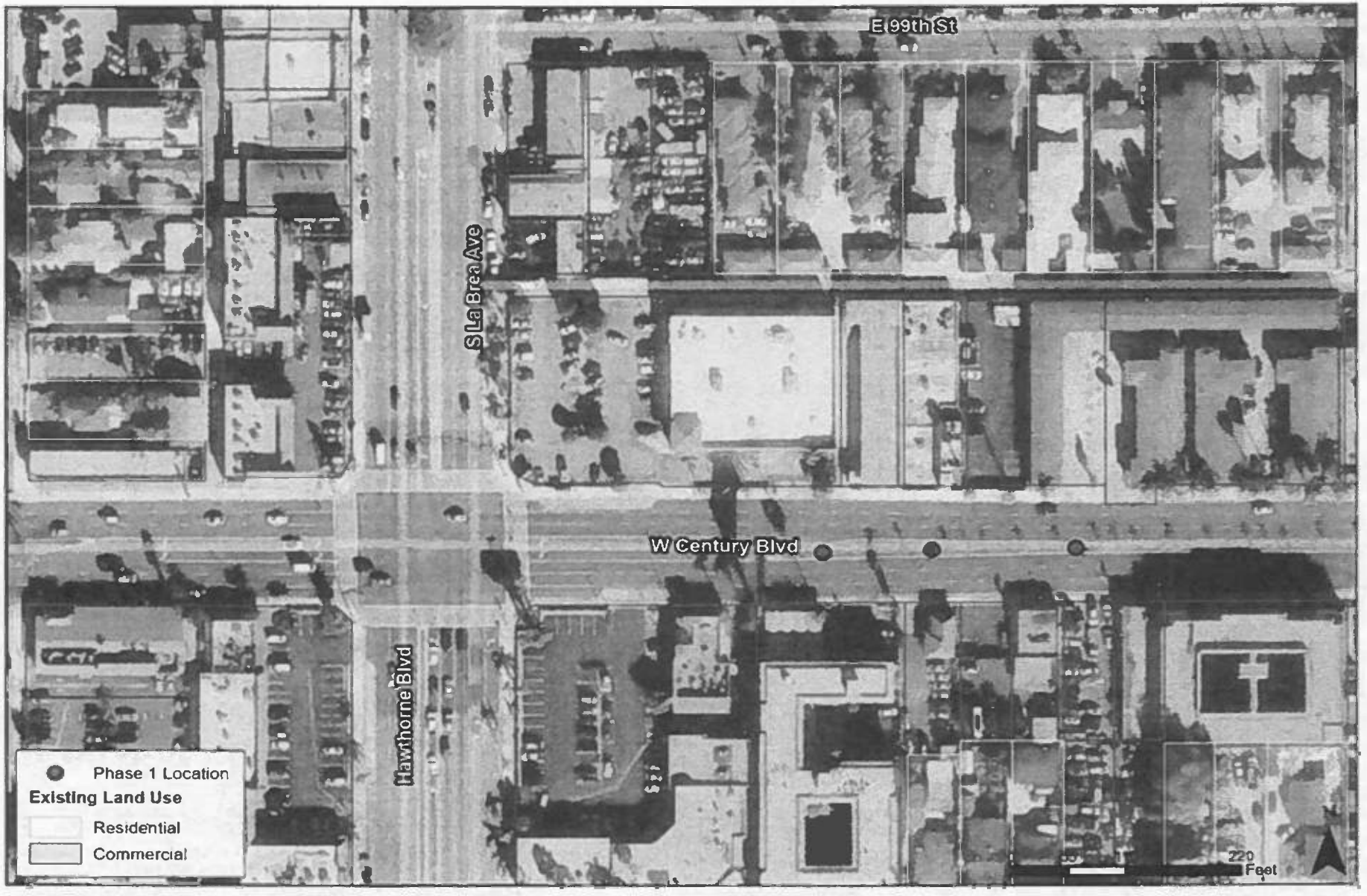
Along Century Boulevard between La Cienega Boulevard and Crenshaw Boulevard, Phase 1 includes the installation of 12 digital signs and 24 screens in four locations as shown in **Figure 2-3** through **Figure 2-5**.



Source: WOW Media and BoldVu, 2024.

FIGURE 2-2

RENDERINGS



Source: TAHA, 2024

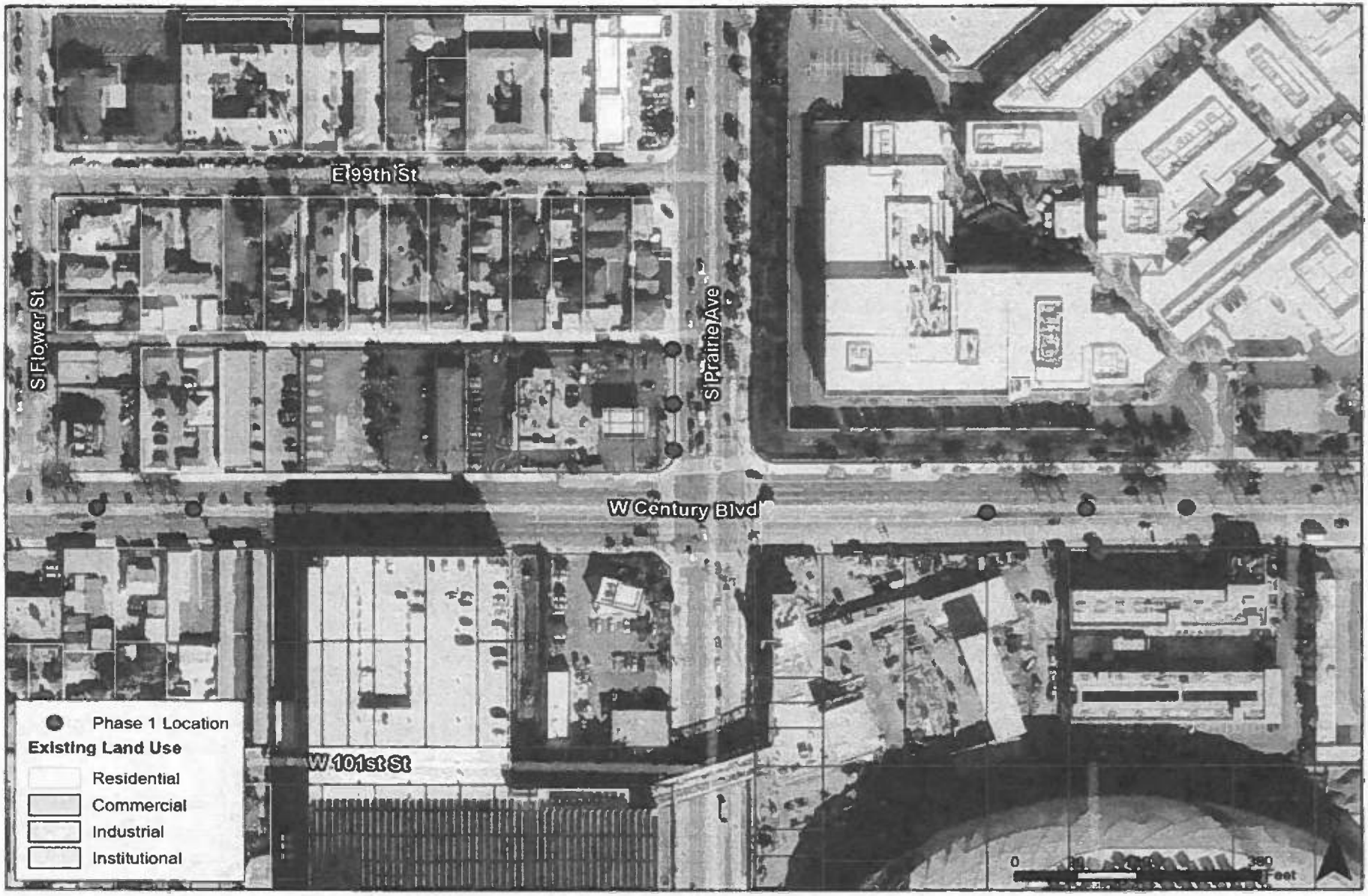
taha
TAHA 2024-035

Digital Kiosk Network
Initial Study/Mitigated Negative Declaration

CITY OF INGLEWOOD

FIGURE 2-3

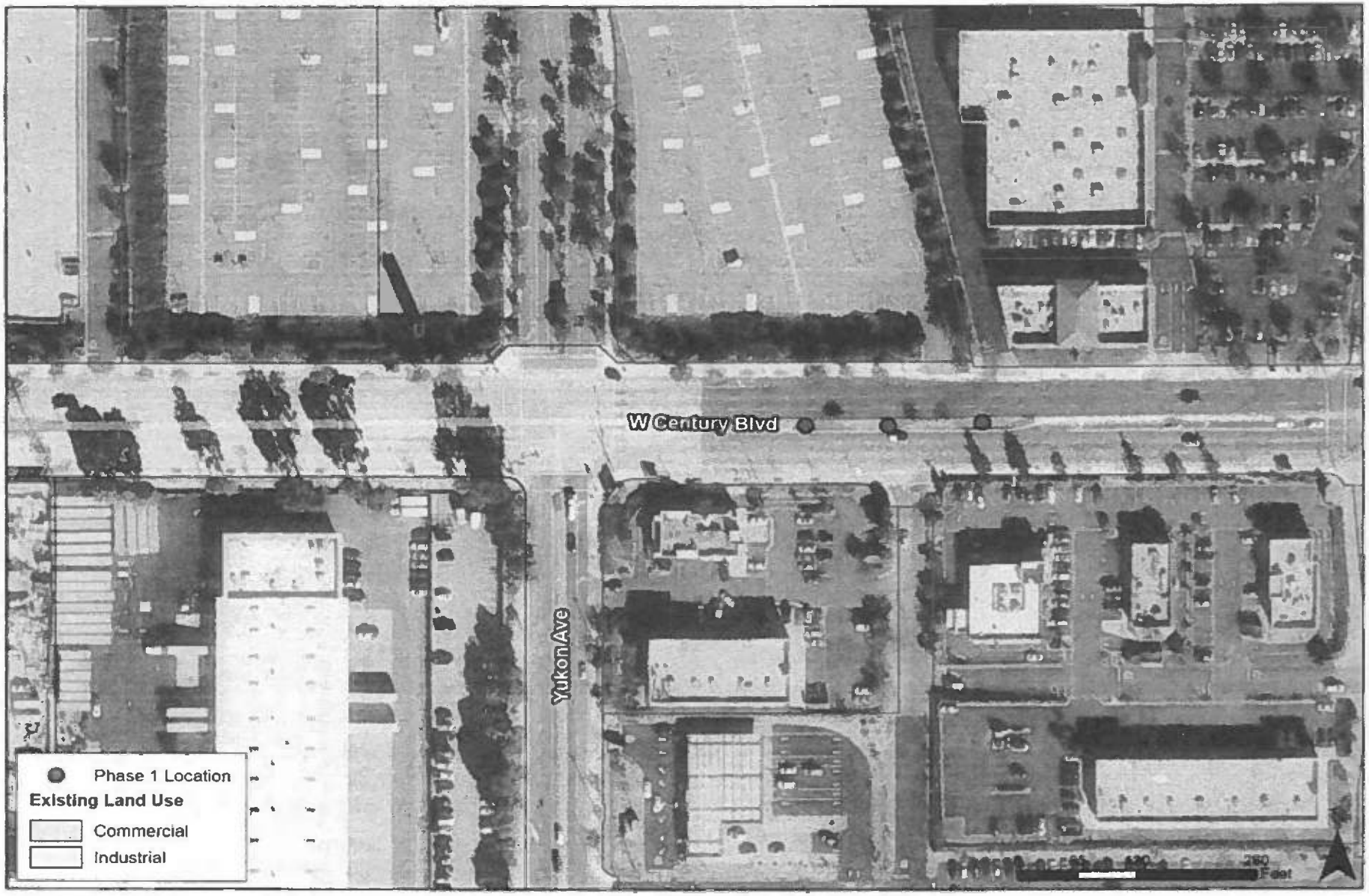
PHASE 1 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (1 OF 3)



Source: TAHA, 2024.

FIGURE 2-4

PHASE 1 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 3)



Source: TAHA, 2024.

taha

TAHA 2024-035

Digital Kiosk Network
Initial Study/Mitigated Negative Declaration

CITY OF INGLEWOOD

FIGURE 2-5

PHASE 1 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (3 OF 3)

Along Manchester Boulevard between La Cienega Boulevard to Crenshaw Boulevard, Phase 1 includes the installation of six digital signs and 12 screens in two locations, as shown in **Figure 2-6** and **Figure 2-7**.

Along Prairie Avenue between La Cienega Boulevard to Century Boulevard, Phase 1 includes the installation of 12 digital signs and 12 screens in four locations, as shown in **Figure 2-8** through **Figure 2-10**.

PHASE 2

Along Century Boulevard between La Cienega Boulevard and Crenshaw Boulevard, Phase 2 includes the installation of nine digital signs and 18 screens in three locations as shown in **Figure 2-11** through **Figure 2-13**.

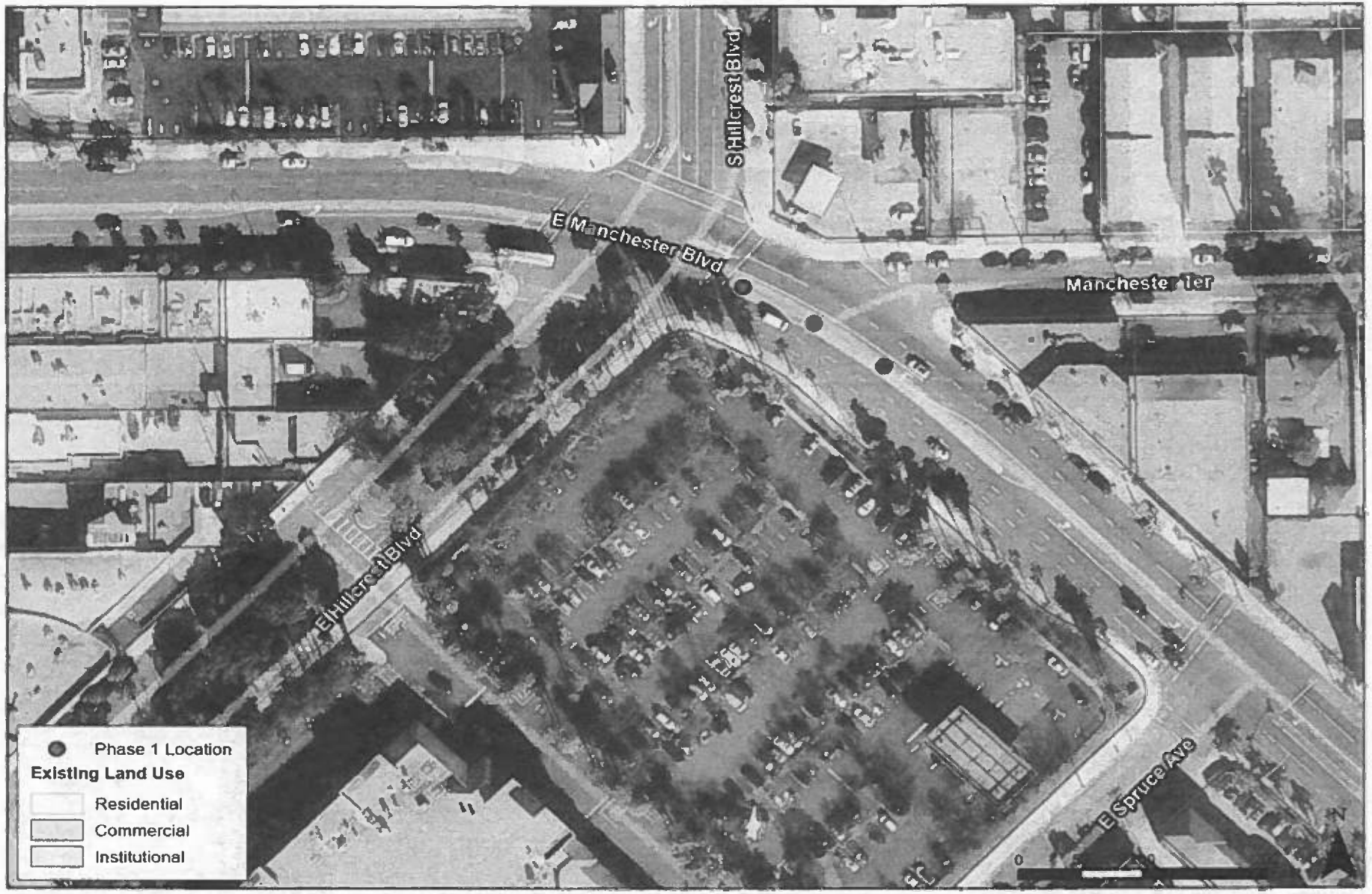
Along Manchester Boulevard between La Cienega Boulevard to Crenshaw Boulevard, Phase 2 includes the installation of nine digital signs and 18 screens in three locations, as shown in **Figure 2-14** and **Figure 2-16**.

Along Florence Avenue between La Cienega Boulevard to Prairie Avenue, Phase 2 includes the installation of six digital signs and 12 screens in two locations along Florence Avenue, as shown in **Figure 2-17** and **Figure 2-18**.

Along La Cienega Boulevard between Century Boulevard to Florence Avenue, Phase 2 includes the installation of six digital signs and 12 screens in two locations, as shown in **Figure 2-19** and **Figure 2-20**.

2.3 PROJECT IMPLEMNTATION AND CONSTRUCTION ACTIVITIES

The proposed project would be implemented in two phases and is designed to commence at the epicenter of entertainment in Inglewood and gradually expand outward. The phased approach is intended to create an impactful advertising platform accessible to residents and visitors across the City. Implementation of Phase 1 is anticipated to last for approximately one month, with activities beginning in Summer 2025. Phase 2 to is estimated to begin in Summer 2026 and also last for approximately one month. Each digital sign is anticipated to take approximately one week to install, and multiple installations are anticipated to occur simultaneously. Street lanes and sidewalks may need to be closed during construction activities. However, project implementation is not anticipated to require full street closures during construction. Construction activities would occur a five day per week work schedule, from Monday through Friday, eight hours per day, between the hours of 7:00 a.m. through 8:00 p.m. as per the requirements of Inglewood Municipal Code (IMC).



Source: TAHA, 2024.

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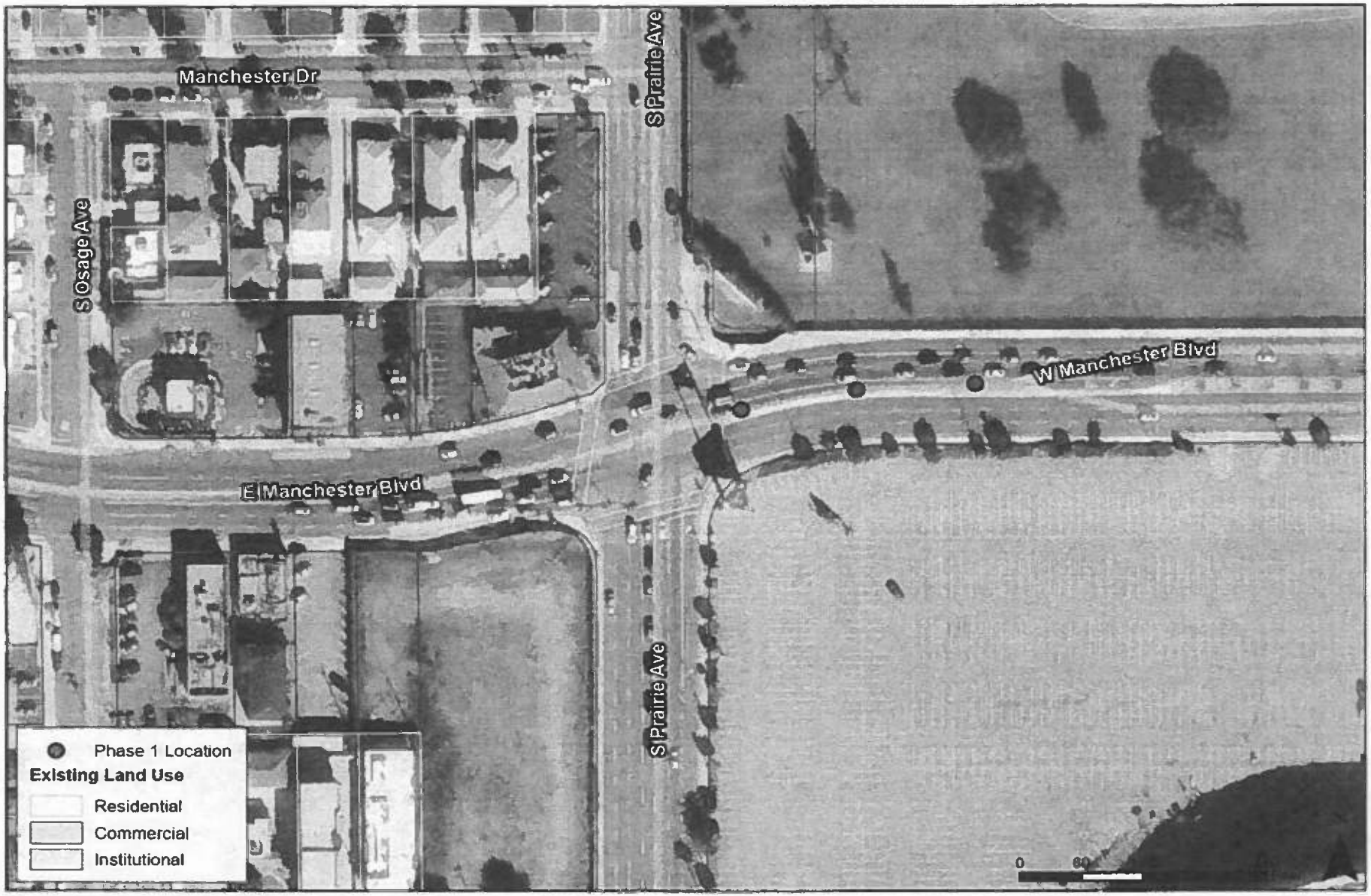
FIGURE 2-6

PHASE 1 MANCHESTER BOULEVARD BETWEEN LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (1 OF 2)



Source: TAHA, 2024.

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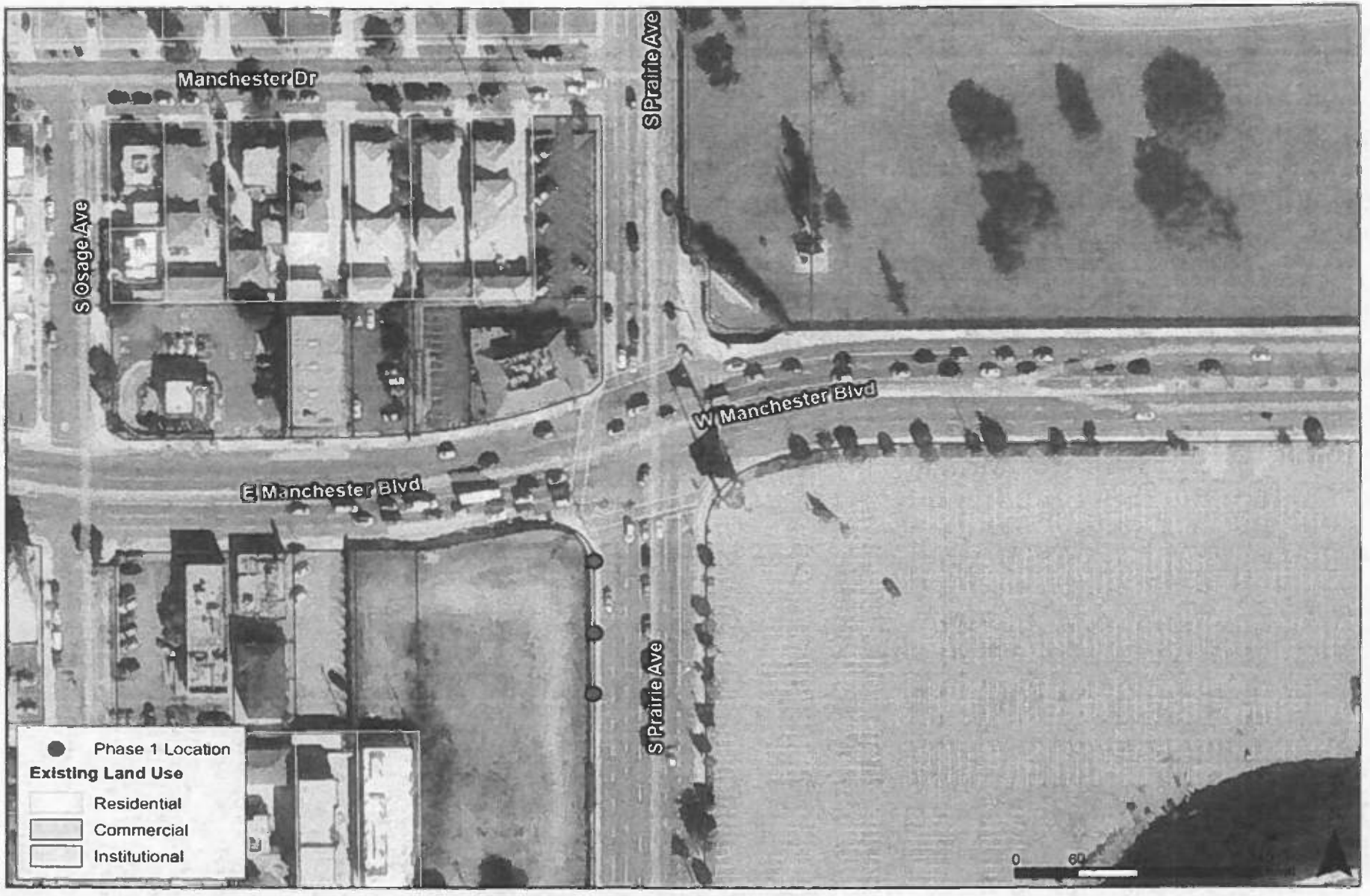
FIGURE 2-7

PHASE 1 MANCHESTER BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 2)



Source: TAHA, 2024.

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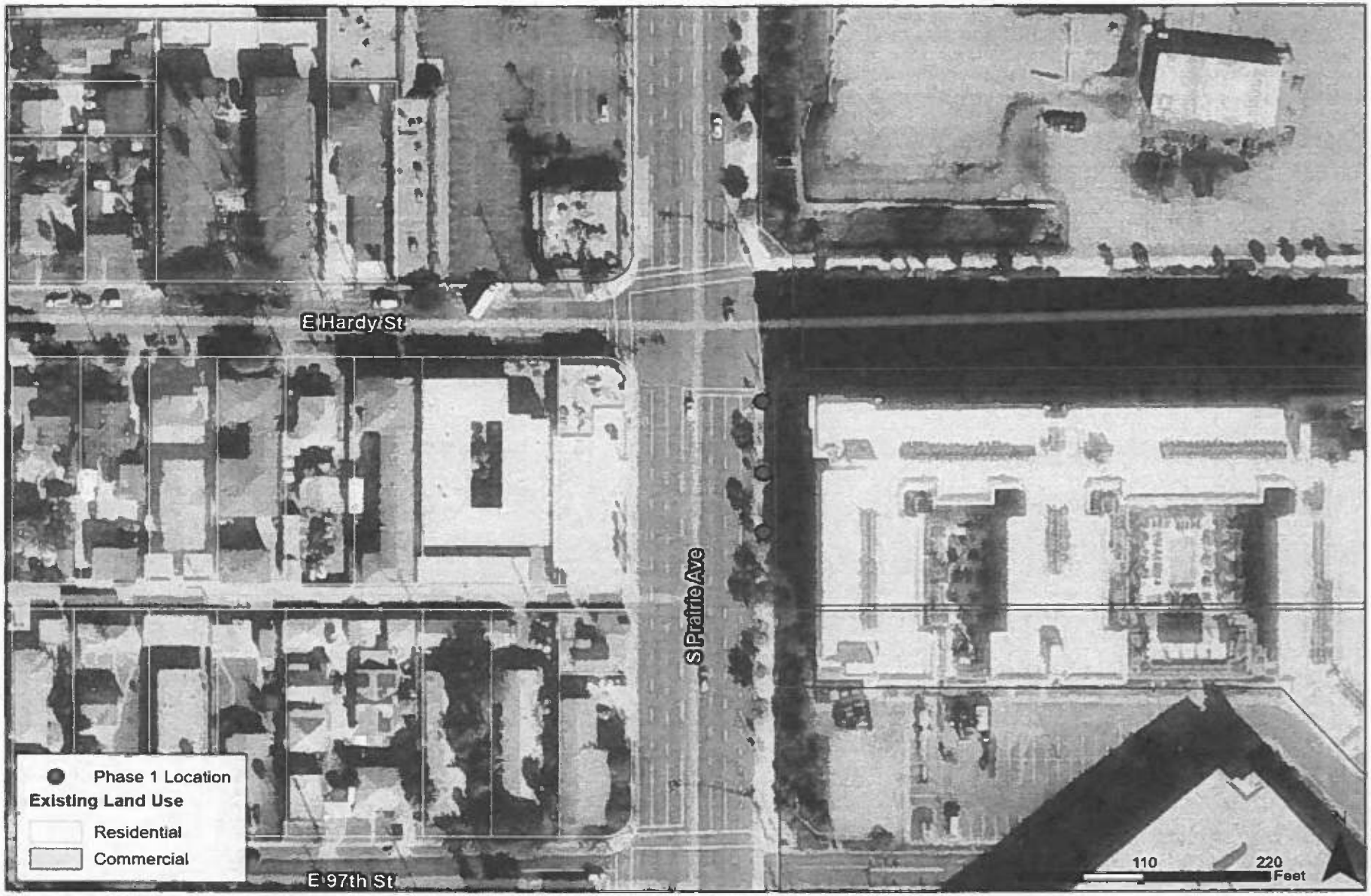
FIGURE 2-8

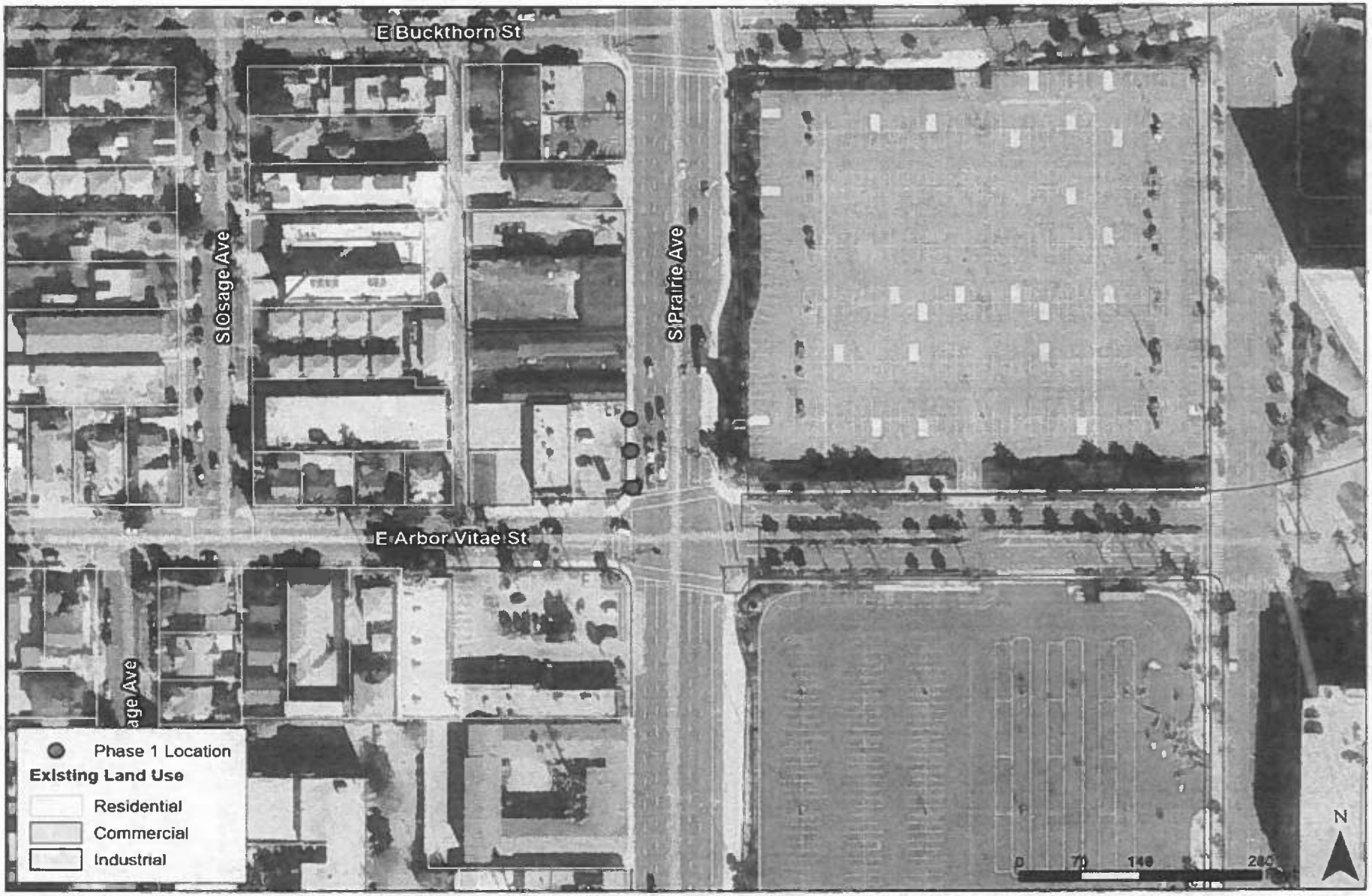
PHASE 1 PRAIRIE AVENUE BETWEEN MANCHESTER BOULEVARD TO CENTURY BOULEVARD (1 OF 3)



Source: TAHA, 2024.

FIGURE 2-9

PHASE 1 PRAIRIE AVENUE BETWEEN
MANCHESTER BOULEVARD TO CENTURY BOULEVARD (2 OF 3)



Source: TAHA, 2024.

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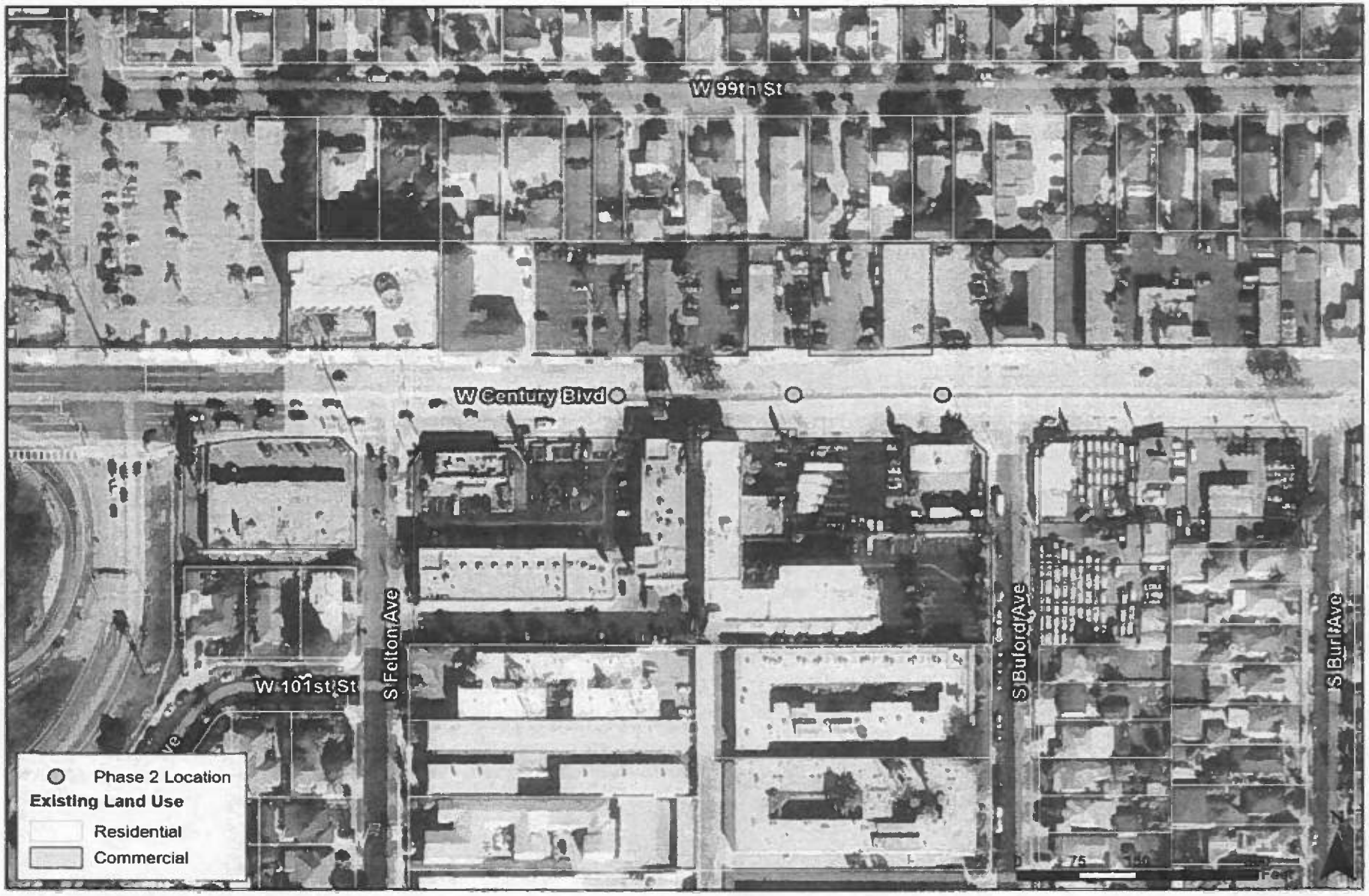
FIGURE 2-10

PHASE 1 PRAIRIE AVENUE BETWEEN
MANCHESTER BOULEVARD TO CENTURY BOULEVARD (3 OF 3)



Source: TAHA, 2024

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FIGURE 2-11

PHASE 2 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (1 OF 3)

Source: TAHA, 2024.

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FIGURE 2-12

PHASE 2 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 3)

Source: TAHA, 2024.

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FIGURE 2-13

PHASE 2 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (3 OF 3)

Source: TAHA, 2024.

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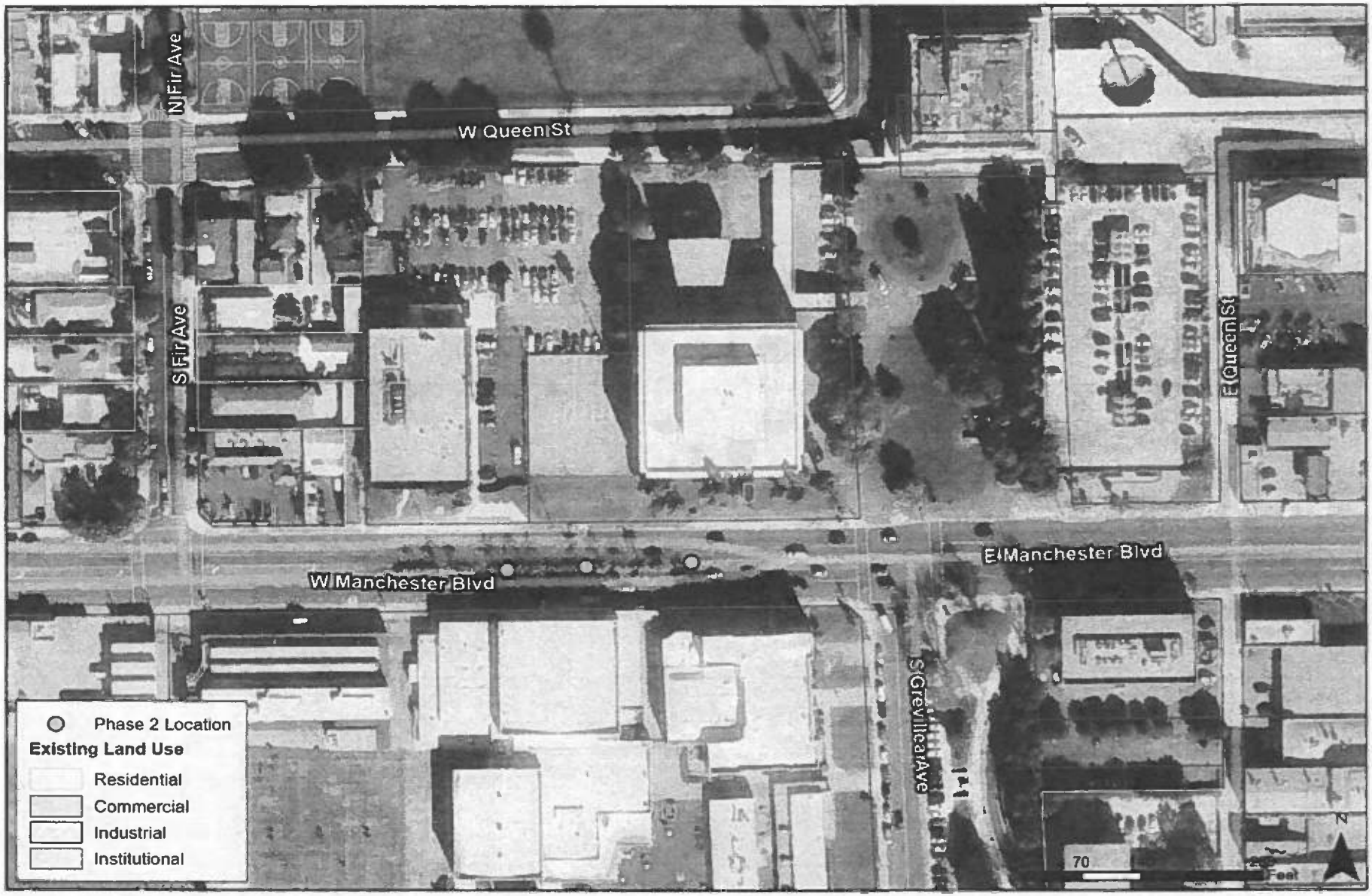
FIGURE 2-14

PHASE 2 MANCHESTER BOULEVARD BETWEEN LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (1 OF 3)



Source: TAHA, 2024.

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FIGURE 2-15

PHASE 2 MANCHESTER BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 3)

Source: TAHA, 2024.

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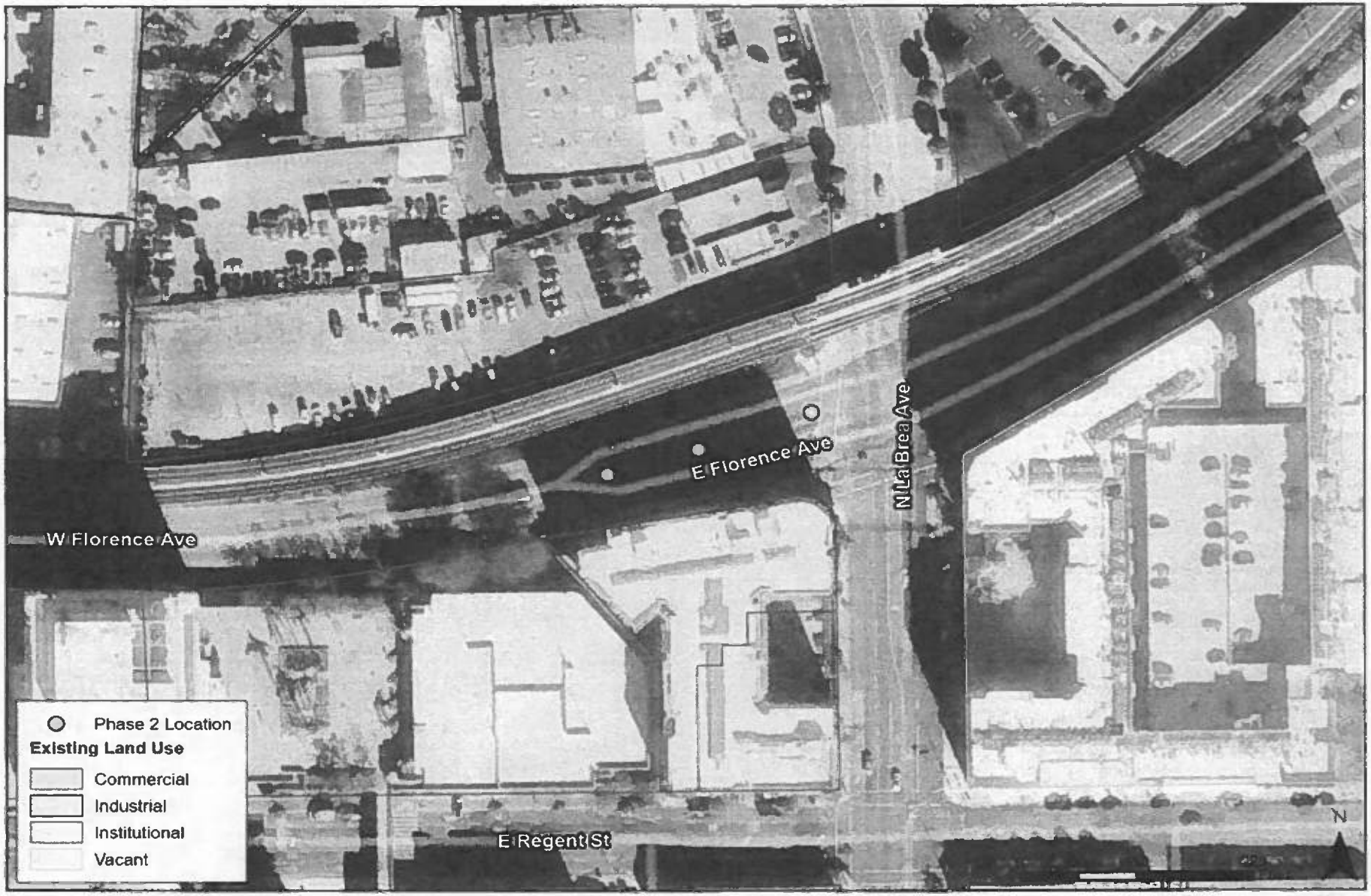
FIGURE 2-16

PHASE 2 MANCHESTER BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (3 OF 3)



Source: TAHA, 2024.

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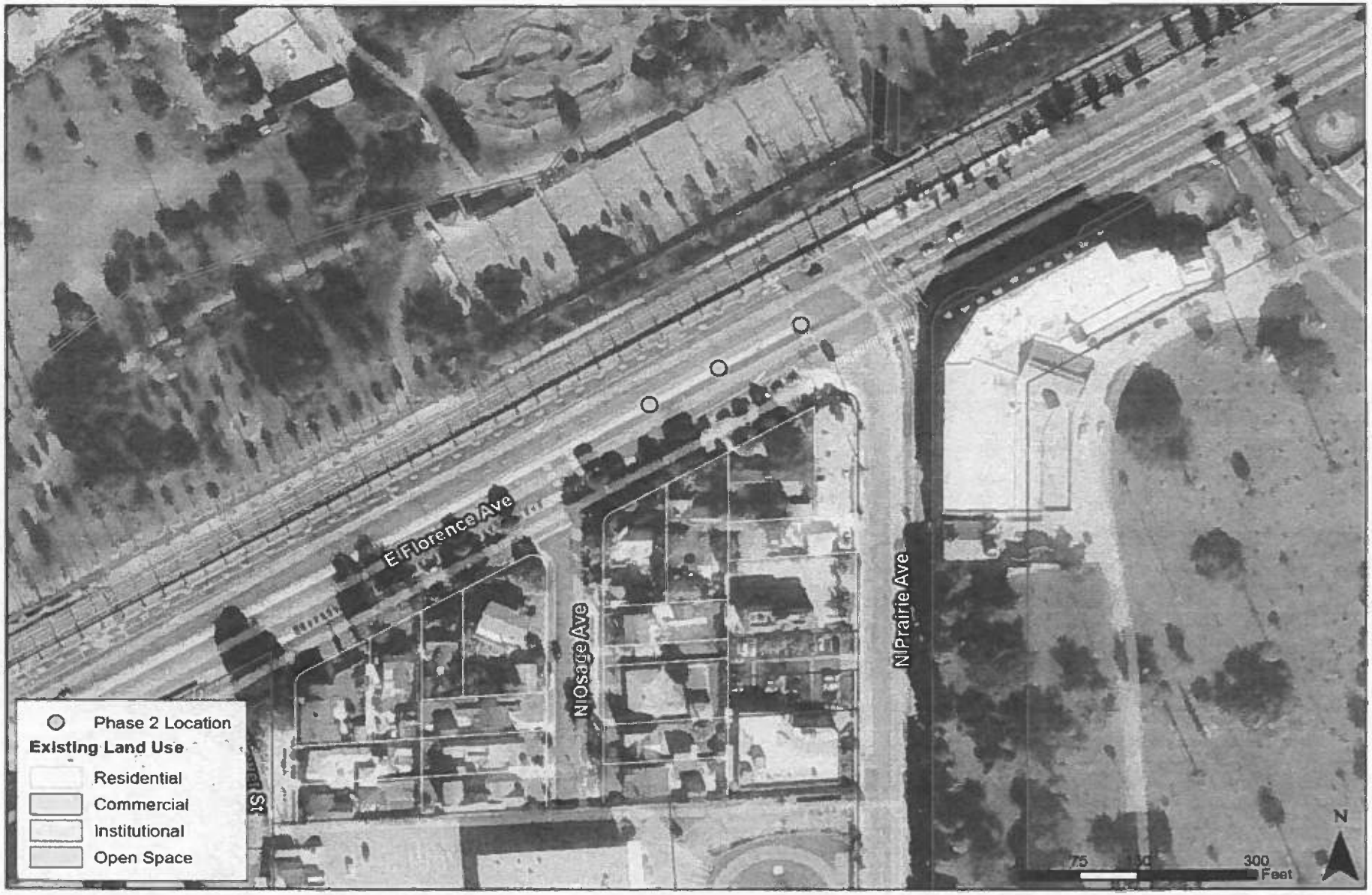
FIGURE 2-17

PHASE 2 FLORENCE AVENUE BETWEEN
LA CIENEGA BOULEVARD TO PRAIRIE AVENUE (1 OF 2)



Source: TAHA, 2024.

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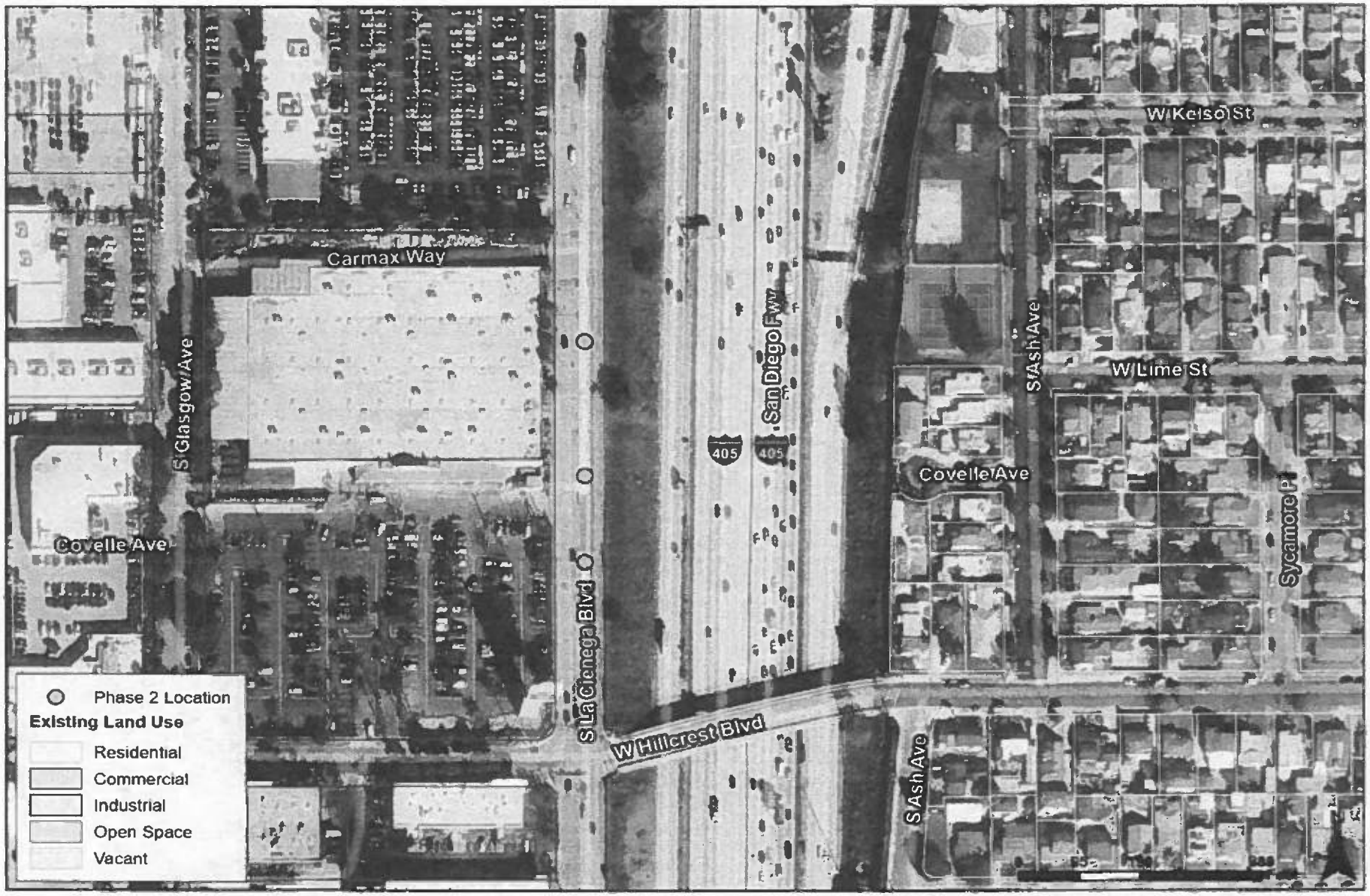
FIGURE 2-18

PHASE 2 FLORENCE AVENUE BETWEEN
LA CIENEGA BOULEVARD TO PRAIRIE AVENUE (2 OF 2)



Source: TAHA, 2024.

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FIGURE 2-19

PHASE 2 LA CIENEGA BOULEVARD BETWEEN CENTURY BOULEVARD TO FLORENCE AVENUE (1 OF 2)

Source: TAHA, 2024

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FIGURE 2-20

PHASE 2 LA CIENEGA BOULEVARD BETWEEN CENTURY BOULEVARD TO FLORENCE AVENUE (2 OF 2)

3.0 INITIAL STUDY CHECKLIST AND EVALUATION

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture/Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency):

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

_____ _____
Signature Date

_____ _____For
Printed Name

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.1 AESTHETICS - Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☑
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☑
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☑
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☑	☐

a) **No Impact.** A significant impact would occur if the proposed project would have a substantial adverse effect on scenic vista. The proposed project would allow for the installation of digital signs in highly urbanized areas near primarily commercial uses. No scenic vistas are available within the surrounding area, and the City's General Plan does not designate scenic vistas in the project vicinity. The digital signs would be installed within the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue. Views along these roadways consist mainly of buildings, large commercial signs associated with commercial businesses, and ornamental landscaping. Therefore, no impact would occur.

b) **No Impact.** A significant impact would occur if the proposed project would substantially damage scenic resources within a State Scenic Highway. The project sites are not located on or within the vicinity of a scenic highway. The nearest state-designated scenic highway is State Route 27 (SR-27), or the Topanga Canyon State Scenic Highway approximately 15 miles from the project sites.[1] The project sites are not within the viewshed of this scenic highway. Therefore, no impact would occur.

c) **No Impact.** A significant impact would occur if the proposed project substantially degraded the existing visual character or quality of public views of the sites and their surroundings. The proposed project would install digital signs in 20 generally designated areas within the public ROW along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City. The character of these streets is described in Section 2.1.

Construction activities would be temporary and would not result in permanent impacts to the existing visual character or scenic quality of public views. Construction staging areas would be confined within the public ROW and may require temporary lane and sidewalk closures. Signage would be temporarily provided to alert drivers, bicyclists and pedestrians to detours

[1]California Department of Transportation, *California Scenic Highway Mapping System*, Los Angeles County, https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa, accessed September 2024.

around construction staging areas. This signage would be removed upon completion of construction activities. During operations, the digital signs would be internally lit and could display different images. The digital signs would be placed in highly urbanized, well-lit areas that have existing commercial signage. Additionally, the digital signs would be placed in the public ROW, where existing light sources, including automobile headlights and overhead streetlights, are the main contributors of lighting.

There would be two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the structure. Kiosks would be installed on the public sidewalks and the digital street displays would generally be installed within the center medians of Century Boulevard, Manchester Boulevard, and Florence Avenue. The proposed project would require the approval and execution of a Digital Sign Agreement and issuance of permits to place the digital signs within the public ROW. These requirements are considered discretionary actions and are a requirement for the proposed project. The digital signs would not violate Section 12-75 Prohibited Signs of the IMC and would comply with Section 12-76 General Sign Regulation of the IMC. With approval of these discretionary actions, the proposed project would not conflict with applicable zoning or substantially degrade the visual character of Century Boulevard, Manchester Boulevard, Prairie Avenue, or Florence Avenue. Therefore, no impact would occur.

d) **Less-Than-Significant Impact**. A significant impact would occur if the proposed project created a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The digital signs would operate 24 hours per day and create a new source of light and glare during daylight and evening. The digital signs would include a series of light-emitting diodes (LED) with a changing display and automatic dimming technology. The digital signs would comply with Section 12-75 Prohibited Signs and 12-76 General Sign Regulation of the IMC.

The digital signs would be entirely located within the public ROW and would be installed in highly urbanized environments with high levels of ambient nighttime lighting, including streetlights, signs, architectural and security lighting, indoor building illumination, and automobile headlights. The digital signs are installed with an automatic dimming technology so that at no time would any sign exceed a brightness level of 0.3-foot candles above ambient light for both daytime and nighttime conditions. The illumination standards set forth in a Sign Lighting Plan to establish the daytime and nighttime ambient light levels would ensure that luminance values are consistent with the existing urban environment. Therefore, a less-than-significant impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.2 AGRICULTURE AND FORESTRY RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☑
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?	☐	☐	☐	☑
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☑
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☑
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☑

a-e) **No Impact**. The project sites are located in fully developed, urbanized areas, and surrounded primarily by commercial uses. No areas in the City are currently zoned, designated, or used for agricultural or forestry activities, and the City contains no Prime Farmland, Unique Farmland, or Farmland of Statewide Significance according to the City's General Plan. Due to its urban setting, the project sites and their surroundings are not included in the Farmland Mapping and Monitoring Program under the Williamson Act Contract.[2] In addition, there are no areas of forestland as defined in Public Resources Code Section 12220(g) or timberland as defined in Public Resources Code Section 4526 within the City. The proposed project would not change the existing environment in a manner that would result in the conversion of farmland or forestland to other kinds of land uses. Therefore, no impact would occur.

[2]California Department of Conservation, *Williamson Act Program*, https://www.conservation.ca.gov/dlrp/wa, accessed September 2024.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.3 AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☑	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?	☐	☐	☑	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☑	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☑	☐

Air pollutant emissions that would result from construction and operation of the proposed project are addressed separately for each impact criterion. The air quality impact assessment was conducted in accordance with guidance and methodologies issued by the South Coast Air Quality Management District (SCAQMD). The SCAQMD is charged with regional air quality jurisdiction for the South Coast Air Basin (SCAB), which encompasses 6,745 square miles and includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The primary guidance for preparing assessments of potential air quality impacts for CEQA projects located in the SCAB is promulgated in the SCAQMD *CEQA Air Quality Handbook*, which was originally published in 1993 and most recently updated in 2001.[3] Subsequent updates to the SCAQMD CEQA guidance are posted on the SCAQMD website.[4]

a) **Less-Than-Significant Impact**. The applicable air quality plans for the proposed project include the SCAQMD 2022 Air Quality Management Plan (AQMP), the Southern California Association of Governments' (SCAG) *Connect SoCal* 2024–2050 and 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and the City of Inglewood General Plan. The emissions inventory for the 2022 AQMP was developed in part based on regional growth projections from the *Connect SoCal* 2020–2045 RTP/SCS, which incorporates municipal-level forecasts for population and housing growth including the Inglewood General Plan. The SCAQMD *CEQA Air Quality Handbook* outlines the approach for addressing potential air quality impacts related to the applicable air quality management plans using the following criteria:

- Would the proposed project result in any of the following?
  - An increase in the frequency or severity of existing air quality violations;
  - New air quality violations; or,
  - Delay of timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

[3]SCAQMD, *CEQA Air Quality Handbook (Version 3)*, November 2001.
[4]SCAQMD, *Air Quality Analysis Guidance Handbook,* http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook.

- Would the proposed project exceed the assumptions utilized in preparing the AQMP?
  - Is the project consistent with the population and employment growth projections upon which AQMP forecasted emission levels are based;
  - Does the project include air quality mitigation measures; or
  - To what extent is project development consistent with the AQMP land use policies?

To address the impacts related to air quality violations—which refer to instances of air pollutant concentrations exceeding the corresponding National Ambient Air Quality Standards (NAAQS) or California Ambient Air Quality Standards (CAAQS)—the SCAQMD has developed regionally specific air quality significance thresholds to screen out potential impacts that may result from construction and operation of projects under the purview of CEQA. The SCAQMD guidance provides that daily emissions of volatile organic compounds (VOC), nitrogen oxides (NO_X), carbon monoxide (CO), sulfur oxides (SO_X), respirable particulate matter less than 10 microns in diameter (PM_{10}), and fine particulate matter less than 2.5 microns in diameter ($PM_{2.5}$) should be quantified and assessed on both regional and localized scales by comparison to the mass daily screening thresholds. Regional emissions refer to emissions from all sources involved in construction or operation of a project, whether they be located on the project sites or occur remotely. Localized emissions are considered as emissions that originate only from sources located on the project sites during construction or operation of a project.

Since the proposed project would not introduce a new permanent source of emissions to the project area, localized emissions are only addressed during construction of the proposed project. The Localized Significance Thresholds (LSTs) were derived by the SCAQMD for "Source Receptor Areas" (SRAs) determined using ambient air quality data from monitoring stations located throughout the SCAB in conjunction with air dispersion modeling that accounted for local meteorological and topographical conditions, as well as the size of the construction site and the proximity of sensitive receptors. The SCAQMD air quality analysis guidance states that if maximum daily emissions remain below the applicable thresholds, then the project would not have the potential to result in air quality violations. **Table 3-1** shows the daily regional screening values and LST values for emissions during construction activities and the regional screening values for emissions during future operational conditions. The proposed project is located within SRA 3 – Southwest Coastal LA County. The LST values in **Table 3-1** correspond to a construction site within SRA 3 with a maximum daily ground disturbance area up to one acre, and within 25 meters of the nearest sensitive receptors.

TABLE 3-1: SCAQMD AIR QUALITY SIGNIFICANCE THRESHOLDS – MASS DAILY EMISSIONS

Screening Threshold	VOC (lbs./day)	NO_X (lbs./day)	CO (lbs./day)	SO_X (lbs./day)	PM_{10} (lbs./day)	$PM_{2.5}$ (lbs./day)
CONSTRUCTION						
Regional Threshold	75	100	550	150	150	55
Localized Threshold	--	91	664	--	4	3
OPERATIONS						
Regional Threshold	55	55	550	150	150	55

Notes: LST values correspond to a construction site in SRA 3 with up to one acre in daily ground disturbance area and within 25 meters of a sensitive receptor; lbs./day = pounds emitted per day.
SOURCE: SCAQMD, 2009; 2023.

Sensitive receptors refer to land uses that serve population groups that are especially sensitive to changes in air quality and more susceptible to adverse health effects resulting from exposures to air pollutant concentrations. The California Air Resources Board (CARB) has identified the following groups who are most likely to be affected by air pollution: children less than 14 years of age, the elderly over 65 years of age, athletes at practice and competition sites, and people with cardiovascular and chronic respiratory diseases. According to the SCAQMD, sensitive receptors include residences, schools, playgrounds, childcare centers, athletic facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes. The SCAQMD LST guidance methodology recommends that localized air quality impacts be assessed for sensitive receptors located up to 1,640 feet (500 meters) from the on-site emissions sources, with the analysis focusing on the sensitive receptors closest to the project sites.

Construction

Construction of the proposed project is anticipated to involve installation activities at a total of 60 digital signs and would take place over the course of one month during both the summer of 2025 (Phase 1) and the summer of 2026 (Phase 2). The California Emissions Estimator Model (CalEEMod) is the preferred industry tool for quantifying estimates of air pollutant emissions during construction and operation of proposed CEQA projects. Using input data provided by the Applicant that included forecasted off-road equipment and on-road vehicle activities, CalEEMod (Version 2022.1) was used to estimate maximum daily emissions that could occur during construction of the proposed project. At each individual installation site, the construction activities would generally involve demolition of the median or sidewalk and excavation of a pothole; drilling and installation of the column footing; repair of the disturbed median or sidewalk area; and installation of the base cladding and installation and connection of the digital displays.

Table 3-2, below, presents the daily emissions that would be generated during each construction activity at a particular location, as well as the maximum daily regional emissions that could be generated while construction of up to six locations may be undertaken simultaneously. As shown in **Table 3-2**, maximum possible daily emissions would remain substantially below the applicable the SCAQMD regional mass daily screening thresholds. Therefore, in accordance with the SCAQMD guidance methodologies, construction of the proposed project would not cause or contribute to an increase in the frequency or severity of air quality violations within the project areas, and no mitigation measures would be required.

Table 3-2 also includes an analysis of the localized emissions that would be generated from onsite sources during concurrent construction of up to six installation sites at two adjacent median locations. The localized emissions analysis compares the maximum daily emissions that could be generated from sources located on the construction site to the corresponding LST screening values for a site with up to one acre of daily ground disturbance area that is within 25 meters of the nearest sensitive receptor. Each installation site is anticipated to involve approximately 10 square feet or less of ground disturbance to install the digital signs. There would be no substantial disturbance of unpaved ground surface during construction activities. As shown in **Table 3-2**, the maximum daily emissions from concurrent installation of up to six adjacent kiosk locations would remain substantially below the applicable SCAQMD LST screening values. Therefore, construction of the proposed project would not have the potential to cause or contribute to an increase in the frequency or severity of air quality violations in the vicinity of the installation sites, and no mitigation measures would be required.

TABLE 3-2: ESTIMATED MASS DAILY CONSTRUCTION EMISSIONS – UNMITIGATED						
	Maximum Daily Emissions (Pounds Per Day)					
Construction Activity	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
DEMOLITION & POTHOLE						
On-Site Emissions	0.2	1.6	1.9	<0.1	<0.1	<0.1
Off-Site Emissions	<0.1	0.1	0.7	<0.1	0.2	<0.1
Total	**0.2**	**1.7**	**2.7**	**<0.1**	**0.2**	**<0.1**
DRILLING & FOOTING						
On-Site Emissions	0.4	4.0	5.4	<0.1	0.1	0.1
Off-Site Emissions	<0.1	0.3	0.8	<0.1	0.2	<0.1
Total	**0.4**	**4.3**	**6.3**	**<0.1**	**0.3**	**0.2**
MEDIAN/SIDEWALK REPAIR						
On-Site Emissions	0.1	1.3	1.8	<0.1	<0.1	<0.1
Off-Site Emissions	<0.1	0.1	0.7	<0.1	0.2	<0.1
Total	**0.2**	**1.4**	**2.5**	**<0.1**	**0.2**	**<0.1**
CLADDING & SCREEN INSTALLATION						
On-Site Emissions	0.2	2.6	2.3	<0.1	<0.1	<0.1
Off-Site Emissions	<0.1	0.1	0.7	<0.1	0.2	<0.1
Total	**0.3**	**2.7**	**3.1**	**<0.1**	**0.2**	**0.1**
REGIONAL EMISSIONS ANALYSIS (UP TO SIX CONCURRENT LOCATIONS)						
Maximum Daily Emissions	**2.5**	**25.5**	**37.5**	**0.1**	**2.0**	**1.1**
Regional Significance Threshold	75	100	550	150	150	55
Exceed Threshold?	**No**	**No**	**No**	**No**	**No**	**No**
LOCALIZED EMISSIONS ANALYSIS (UP TO THREE CONCURRENT SITES PER LOCATION)						
Maximum Daily Onsite Emissions	**2.2**	**23.8**	**32.6**	**<0.1**	**0.9**	**0.8**
LST Screening Value	--	91	664	--	4	3
Exceed Threshold?	**N/A**	**No**	**No**	**N/A**	**No**	**No**

Note: Emissions modeling files can be found in **Appendix A.**
SOURCE: TAHA, 2024.

Regarding the second air quality management plan consistency criteria, construction of the proposed project would have no impact related to the regional growth projections for population, housing, or employment within the City of Inglewood that are accounted for in the SCAQMD 2022 AQMP emissions inventory. It is anticipated that construction crews would be sourced from the local workforce, and construction of the proposed project would not involve any temporary or permanent additional residential or nonresidential development. Therefore, construction of the proposed project would result in a less than significant impact related to conflicting with or obstructing implementation of the AQMP, and no mitigation measures would be required.

Operations

Future operation of the proposed project would not introduce a new permanent source of air pollutant emissions to the project area or the SCAB region at large. The only possible activities that may occur during the operational phase of the proposed project would be infrequent repairs that would involve minimal vehicle trips and electric handheld equipment. Operation of the proposed project would result in a less-than-significant impact

related to conflicting with or obstructing implementation of the AQMPs, and no mitigation measures would be required.

b) **Less-Than-Significant Impact**. The Los Angeles County portion of the SCAB is currently designated as nonattainment of the NAAQS for O_3 and $PM_{2.5}$ and is designated as nonattainment of the CAAQS for O_3, PM_{10}, and $PM_{2.5}$. Therefore, there is an ongoing regionally significant cumulative impact associated with these air pollutants. Considering the existing environmental conditions, the SCAQMD CEQA guidance states that an individual project can emit allowable quantities of these pollutants—O_3 precursors including VOC and NO_X, and PM_{10} and $PM_{2.5}$—on a regional scale without significantly contributing to the cumulative impacts.

Construction

As discussed above and substantiated by the analyses presented in **Table 3-2**, maximum daily regional and localized air pollutant emissions associated with construction of the proposed project would remain substantially below the applicable SCAQMD air quality significance thresholds. For CEQA projects that would not generate emissions in excess of the mass daily thresholds, the SCAQMD recognizes that emissions from those individual projects would not be cumulatively considerable. Therefore, construction of the proposed project would not result in a cumulatively considerable net increase of nonattainment pollutants, and impacts would be less than significant without mitigation.

Operation

As discussed above, future operational conditions of the proposed project would not introduce a new permanent source of emissions within the Los Angeles County portion of the SCAB. The kiosk locations would not involve any processes that would constitute sources of air pollutant emissions. Any vehicle trips associated with repair of the sites would be infrequent, and equipment used to perform the repairs would be electrically powered and not produce emissions. Therefore, operation of the proposed project would result in no impact related to cumulatively considerable increases in nonattainment pollutant emissions, and mitigation would not be required.

c) **Less-Than-Significant Impact**. As discussed above, the SCAQMD developed its LST screening values as a method of precluding further analysis of localized air quality impacts for the proposed CEQA projects. The SCAQMD devised its LST values to prevent the occurrence of localized hot spots of criteria pollutant concentrations at sensitive receptor locations surrounding the project site. If maximum daily emissions of NO_X, CO, PM_{10}, and $PM_{2.5}$ remain below the corresponding LST screening values for the project location, site size, and receptor proximity, then it is reasonable to assume that emissions would not be capable of exposing nearby sensitive receptors to substantial pollutant concentrations.

Construction

As shown above in **Table 3-2**, maximum daily emissions of criteria pollutants and O_3 precursors from sources located on the project site would not exceed any applicable LST values during any construction activity, even when considering the simultaneous installation of up to six kiosks in adjacent locations. Construction of the proposed project would not have the potential to generate substantial concentration of these pollutants. Furthermore, construction activities would only last for up to one month during the summer of 2025 (Phase 1) and again during the summer of 2026 (Phase 2). There is no potential for concentrations of toxic air contaminants generated by diesel-fueled off-road equipment

at the installation sites to reach elevated concentrations capable of resulting in significant acute or chronic sensitive receptor exposures. This impact would be less than significant, and no mitigation would be required.

Operation

As discussed previously, operation of the proposed project would not introduce a new permanent source of air pollutant emissions to the project areas or the greater Los Angeles County portion of the SCAB. There would be no potential for nearby sensitive receptors to be exposed to substantial pollutant concentrations resulting from proposed project operations. Therefore, there would be no impact for proposed project operations under this air quality criterion, and no mitigation would be required.

d) **Less-Than-Significant Impact.** Odors are the only potential construction emissions other than the sources addressed above.

Construction

Potential sources that may produce objectionable odors during construction activities include equipment exhaust, application of asphalt and architectural coatings, and other interior and exterior finishes. Odors from these sources would be localized and generally confined to the immediate area surrounding the project site and would be temporary in nature and would not persist beyond the termination of construction activities. The proposed project would utilize standardized construction techniques, and the odors would be typical of most construction sites and temporary in nature. In addition, as construction-related emissions dissipate away from the construction area, the odors associated with these emissions would also decrease and would be quickly diluted. Furthermore, all construction activities would comply with the CARB Airborne Toxic Control Measure set forth in Title 13 of the California Code of Regulations Section 2485, which requires off-road diesel equipment and on-road diesel trucks to limit idling to no more than five minutes in any one particular location. Compliance with this control measure would minimize the potential for odorous emissions to disperse into the adjacent communities. Therefore, construction of the proposed project would result in a less-than-significant impact related to construction odors.

Operation

Land uses and industrial operations that are associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies and fiberglass molding.[5] As discussed previously, proposed project operations would not involve any source of air pollutant emission at the kiosk locations. The proposed project would be ensured to comply with SCAQMD Rule 402, which would prohibit any air quality discharge that would be a nuisance or pose any harm to individuals of the public. Therefore, the proposed project would result in no impact related to operational odors or public nuisance.

[5]SCAQMD, *CEQA Air Quality Handbook (Version 3)*, November 2001.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.4 BIOLOGICAL RESOURCES - Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☑
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☑
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☑
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☑
e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance (e.g., oak trees or California walnut woodlands)?	☐	☐	☐	☑
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☑

a) **No Impact**. A significant impact would occur if the proposed project would have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species. A search of the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB) returned recorded sightings of the following endangered, rare, or threatened species in the project area: western spadefoot (*Spea hammondii*), coastal California gnatcatcher (*Polioptila californica californica*), southwestern willow flycatcher (*Empidonax traillii extimus*); least Bells vireo (*Vireo bellii pusillus*); monarch – California overwintering population (*Danaus Plexippus Plexippus pop.*1), tricolored blackbird (*Agelaius tricolor*), and the Crotch bumble bee (*Bombus crotchii*).[6] However, the proposed project would be constructed within the public ROW, where there are no suitable wildlife habitats or suitable habitats for sensitive species. The project sites consist of 20 generally designated locations in urbanized areas of the City surrounded primarily by commercial and residential uses. No biological resources or communities exist on, adjacent to, or near the project sites. Therefore, the proposed project would not have an effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species

[6]California Department of Fish and Wildlife, *California Natural Diversity Database*, https://www.wildlife.ca.gov/Data/CNDDB/Maps-and-Data, accessed September 2024.

in local or regional plans, policies, or regulations, or by the CDFW or the U.S. Fish and Wildlife Service (USFWS), and no impact would occur.

b) **No Impact**. A significant impact would occur if any riparian habitat or natural community would be lost or destroyed as a result of urban development. As discussed in Response to Checklist Question 3.4(a), the project sites are located within an urbanized area surrounded primarily by commercial and residential uses. The project sites do not contain any riparian habitat and do not contain any streams or water courses necessary to support riparian habitat. Therefore, the proposed project would not have any effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by CDFW or USFWS, and no impact would occur.

c) **No Impact**. A significant impact would occur if the proposed project would have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. The project sites do not contain any state or federally protected wetlands and are located in urbanized area of the City. The proposed project would not have any effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Therefore, no impact would occur.

d) **No Impact**. A significant impact would occur if the proposed project would interfere with, or remove access to, a migratory wildlife corridor or impede use of native wildlife nursery sites. The project sites and the surrounding area is highly urbanized, and there are no wildlife corridors on or in proximity to the project sites according to the California Department of Fish and Wildlife's Biogeographic Information and Observation System (BIOS). The project sites do not contain any state or federally protected wetlands that would contain migratory fish or other wildlife species. The proposed project would be constructed within medians and sidewalks in the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue. Construction of the proposed project would not require the removal or trimming of any trees which may potentially provide nesting sites for migratory birds. Therefore, no impact would occur.

e) **No Impact**. A significant impact would occur if the proposed project were inconsistent with local regulations pertaining to biological resources. As discussed in Response to Checklist Question 3.4(d), construction and operations of the proposed project would not require the trimming of any trees which may potentially provide nesting sites for migratory birds. The proposed project would not conflict with any local policies or ordinances protecting biological resources. Therefore, no impact would occur.

f) **No Impact**. A significant impact would occur if the proposed project were inconsistent with any adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP) or other approved local, regional, or state habitat conservation plan. The project sites are located in an urbanized area surrounded primarily by commercial and residential uses. The project sites are not located within or adjacent to the boundaries of any adopted habitat conservation plans. Therefore, no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.5 CULTURAL RESOURCES - Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☐	☑
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☑	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☑	☐

a) **No Impact**. A significant impact would occur if the proposed project would cause a substantial adverse change in the significance of a historical resource. CEQA Guidelines Section 15064.5 generally defines a historical resource as any object, building, structure, site, area, place, record, or manuscript determined to be historically significant or significant in the architectural or cultural annals of California. Historical resources are further defined as being associated with significant events, important persons, or distinctive characteristics of a type, period or method of construction; representing the work of an important creative individual; or possessing high artistic values. The project sites are within the public ROW and contain no known historical resources. The City also maintains a list of local, significant resources, and there are no historical resources within the project area.[7] Therefore, no impact would occur.

b) **Less-Than-Significant Impact**. A significant impact would occur if a known or unknown archaeological resource would be removed, altered, or destroyed as a result of the proposed project. CEQA Guidelines Section 15064.5 defines significant archaeological resources as resources which meet the criteria for historical resources, as discussed above, or resources that constitute unique archaeological resources associated with a scientifically recognized important prehistoric or historic event or person. Inglewood is located in Southern California, which is the ancestral territory of several Native American tribes. Archaeological materials associated with occupation of the City are known to exist and have the potential to provide important scientific information regarding history and prehistory. However, the project sites are located in the public ROW and have been subject to previous grading and development multiple times. Any surficial archaeological resources that may have existed on the project sites are likely to have been previously disturbed or removed. Construction of the proposed project would involve minor grading and no excavation work. Operations of the proposed project would not involve any ground disturbing activities. Therefore, impacts related to archaeological resources would be less than significant.

c) **Less-Than-Significant Impact**. A significant impact would occur if previously interred human remains would be disturbed during excavation of the project sites. While no formal cemeteries, other places of human interment, or burial grounds or sites are known to exist within the project sites, there is always a possibility that human remains may be unexpectedly encountered during construction. The project sites have been subject to multiple instances of grading and development, and therefore it is highly unlikely that any human remains would be encountered during construction. In the unlikely event that

[7]California Office of Historic Preservation (OHP), California Historical Resources, https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=19, accessed September 2024

human remains are encountered, the proposed project would be required to comply with Section 7050.5 of the California Health and Safety Code. If human remains of Native American origin are discovered during construction, the proposed project would also be required to comply with applicable regulations related to the handling of Native American human remains, including Public Resources Code Section 5097. Therefore, compliance of the State Health and Safety Code Section 7050.5 and applicable regulations related to the handling of human remains of Native American origin, impacts would be less than significant.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.6 ENERGY - Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☑	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☑	☐

a-b) **Less-Than-Significant Impact**. The main forms of available energy supply are electricity, natural gas, and oil. During construction of the proposed project, energy would be consumed in the form of electricity associated with the conveyance of water used for dust control, powering lights, electronic equipment, or other construction activities that require electrical power. Construction activities typically do not involve the consumption of natural gas. Construction activities would consume energy in the form of petroleum-based fuels associated with the use of off-road construction vehicles and equipment, round-trip construction worker travel to the project sites, and delivery and haul truck trips.

Construction activities would comply with CARB's "In-Use Off-Road Diesel Fueled Fleets Regulation", which limits engine idling times to reduce harmful emissions and reduce wasteful consumption of petroleum-based fuel. Additionally, the proposed project would comply the California Renewable Portfolio Standard, the Clean Energy and Pollution reduction Act of 2015 (Senate Bill 350). Compliance with local, state, and federal regulations would reduce short-term energy demand during the proposed project's construction to the extent feasible, and proposed project construction would not result in a wasteful or inefficient use of energy.

During operations of the proposed project, Southern California Edison would provide electricity to the project sites. Energy use associated with operation of the proposed project would include electricity to power the digital signs 24 hours per day. Maintenance activities during operations, such as repair work on the digital signs, may involve the use of electric-powered equipment. The proposed project does not involve any characteristics or processes that would require the use of equipment that would be more energy intensive than is used for comparable activities or involve the use of equipment that would not conform to current emissions standards and related fuel efficiencies.

In March 2013, the City of Inglewood adopted an Energy and Climate Action Plan to guide the City toward attainable conservation goals that may also significantly reduce the impact of greenhouse gas emissions within the community. The Energy and Climate Action Plan proposes several policies related to energy-efficiency and conservation, including energy and water conservation design features in new development projects. The proposed project does not include any feature (i.e., substantially alter energy demands) that would interfere with the implementation of these state and City codes and plans. Therefore, a less-than-significant impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.7 GEOLOGY AND SOILS - Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to division of Mines and Geology Special Publication 42.	☐	☐	☐	☑
ii) Strong seismic ground shaking?	☐	☐	☐	☑
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☑
iv) Landslides?	☐	☐	☐	☑
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☑
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potential result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☐	☑
d) Be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☑
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☑
f) Directly or indirectly destroy a unique paleontological resource or unique geologic feature?	☐	☐	☑	☐

a.i) **No Impact.** A significant impact would occur if the proposed project would exacerbate existing environmental conditions by increasing the potential to expose people or structures to the rupture of a known earthquake fault. The Alquist-Priolo Earthquake Fault Zoning Act regulates development near active faults to mitigate the hazard of surface fault rupture. It prohibits the location of most structures for human occupancy across the trace of active faults. The Act also establishes Earthquake Fault Zones and requires geologic/seismic studies of all proposed developments within 1,000 feet of the zone. The Earthquake Fault Zones are delineated and defined by the State Geologist and identify areas where potential surface rupture along a fault could occur. According to the California Department of Conservation Earthquake Zones of Required Investigation map, the proposed project is located within the Alquist-Priolo Special Studies Zone.[8] However, the proposed project consists of the installation of digital signs within the public ROW, which are non-habitable

[8]California Department of Conservation, *Earthquake Zones of Required Investigation*, https://maps.conservation.ca.gov/cgs/EQZApp/app/, accessed September 2024.

structures. Therefore, the proposed project would not expose people or structures to the rupture of a known earthquake fault, and no impact would occur.

a.ii) **No Impact**. A significant impact would occur if the proposed project would exacerbate existing environmental conditions by increasing the potential to expose people or structures to substantial adverse effects related to strong ground shaking from severe earthquakes. As with all areas in the seismically active Southern California region, the project sites are susceptible to ground shaking during a seismic event. The ground motion characteristics of any future earthquakes in the region would depend on the characteristics of the generating fault, the distance to the epicenter, the magnitude of the earthquake, and the site-specific geologic conditions. The proposed project would not construct any habitable structures and does not include activities that would increase the potential to expose people or structures to the adverse effects involving strong seismic ground shaking. Therefore, no impact would occur.

a.iii) **No Impact**. A significant impact would occur if the proposed project would exacerbate existing environmental conditions by increasing the potential to expose people or structures to substantial adverse effects related to seismic-related ground failure, including liquefaction. Liquefaction typically occurs when a saturated or partially saturated soil becomes malleable and loses strength and stiffness in response to an applied stress caused by earthquake shaking or other sudden change in stress conditions. Soil liquefaction occurs when loose, saturated, granular soils lose their inherent shear strength due to excess water pressure that builds up during repeated movement from seismic activity. Liquefaction usually results in horizontal and vertical movements from the lateral spreading of liquefied materials and post-earthquake settlement of liquefied materials. According to the California Department of Conservation's Earthquake Zones of Required Investigation map, the proposed project is located within a liquefaction hazard zone.[9] However, the proposed project would not construct any habitable structures and does not include any activities that would increase the potential to expose people or structures to the adverse effects related to seismic-related ground failure, including liquefaction. Therefore, no impact would occur.

a.iv) **No Impact**. A significant impact would occur if the proposed project would exacerbate existing environmental conditions by increasing the potential to expose people or structures to substantial adverse effects related to landslides. According to the California Department of Conservation's Earthquake Zones of Required Investigation map, the project sites are not located within an earthquake-induced landslide area.[10] Therefore, no impact would occur.

b) **No Impact**. A significant impact would occur if construction activities or future uses of the proposed project would result in substantial soil erosion or loss of topsoil. The proposed project would consist of the installation of digital signs in the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue. During ground disturbing activities, the project sites could potentially be subject to soil erosion or loss of topsoil. However, the proposed project would be required to comply with local, state, and federal regulations and standards related to minimizing potential erosion impacts. Erosion is not expected to occur, because the surrounding areas are generally flat with gradual changes in elevation; there are no major slopes or bluffs on or adjacent to any of the sites.

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[9]California Department of Conservation, *Earthquake Zones of Required Investigation*, https://maps.conservation.ca.gov/cgs/EQZApp/app/, accessed September 2024.

[10]California Department of Conservation, *Landslide Inventory*, https://maps.conservation.ca.gov/cgs/lsi/app/, accessed September 2024.

The proposed project would require a minimal amount of grading; therefore, no impact would occur.

c) **No Impact.** A significant impact would occur if the proposed project would cause geologic unit or soil on the project sites to become unstable or, if the project sites are on unstable geologic unit or soil, the proposed project would exacerbate existing conditions so as to increase the potential for landslides, lateral spreading, subsidence, liquefaction, or collapse. As discussed above, the proposed project is located within a liquefaction hazard zone. It is not located in an earthquake-induced landslide area, respectively.[11] The proposed project would install digital signs in the public ROW and would not create liquefaction or landslide hazards because the proposed project does not involve activities that would affect seismic conditions or alter underlying soil or groundwater characteristics that govern liquefaction potential. Additionally, the surrounding area is relatively flat and, thus, are not susceptible to landslides. Therefore, no impact would occur.

d) **No Impact**. A significant impact would occur if the proposed project would be built on expansive soils without proper site preparation or adequate foundations for proposed buildings, thus posing a hazard to life and property. Expansive soils shrink and swell with changes in soil moisture. Soil moisture may change from landscape irrigation, rainfall, and utility leakage. Expansive soils are commonly very fine-grained with high to very high percentages of clay and are usually found in areas where underlying formations contain an abundance of clay minerals. Due to high clay content, expansive soils expand with the addition of water and shrink when dried, which can cause damage to overlying structures. Installation of proposed digital screens and would not create a risk to life or property, as the screens are unmanned and non-habitable structures. The proposed project would be installed in the public ROW, which is covered with impervious surfaces, and would not be built on expansive soils. Therefore, no impact would occur.

e) **No Impact**. A significant impact would occur if adequate wastewater disposal were not available to the project sites. The digital signs would be constructed within in the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue, where wastewater infrastructure is currently in place. The proposed project would connect to the existing sanitary sewer system and would not include septic tanks or alternative wastewater disposal systems. Therefore, no impact would occur.

f) **Less-Than-Significant Impact**. A significant impact would occur if the proposed project directly or indirectly destroyed a unique paleontological resource or unique geologic feature. Paleontological resources may be present in fossil-bearing soils and rock formations below the ground surface. Ground-disturbing activities in fossil-bearing soils and rock formations have the potential to damage or destroy paleontological resources that may be present below the ground surface. However, as discussed in Response to Checklist Question 3.5(b), any ground-disturbing activities associated with the proposed project would occur entirely in the public ROW, which has been subject to grading and development efforts multiple times. Any surficial paleontological resources that may have existed on the project sites are likely to have been previously disturbed or removed. Construction of the proposed project would involve minor grading and no excavation work. Operations of the proposed project would not involve any ground disturbing activities. Therefore, a less-than-significant impacts would occur.

[11] California Department of Conservation, *Earthquake Zones of Required Investigation*, https://maps.conservation.ca.gov/cgs/EQZApp/app/, accessed September 2024.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.8 GREENHOUSE GAS EMISSIONS - Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☑	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☑	☐

a) **Less-Than-Significant Impact**. The term "greenhouse gases" (GHGs) refers to a class of air pollutants that are generally believed to affect global climate conditions. The "greenhouse effect" characterizes the Earth and the atmosphere surrounding it as similar to a greenhouse with glass panes. The glass panes in a greenhouse let heat from sunlight in and reduce the amount of heat that escapes. Aside from water vapor—which is not regulated as a GHG pollutant—the most environmentally prevalent GHGs that are emitted by human activities comprise carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O). The presence of these gaseous compounds in the atmosphere maintains the average surface temperature of the Earth close to 60°F. Without the natural greenhouse effect, the Earth's surface would be about 61°F cooler.[12]

In addition to CO_2, CH_4, and N_2O, common GHGs emitted by anthropogenic sources include hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and black carbon (black carbon is the most strongly light-absorbing component of particulate matter emitted from burning fuels, such as coal, diesel, and biomass). However, emissions of these GHGs associated with construction and operation of typical development projects occur at a much smaller scale; therefore, in accordance with guidance issued by the CARB and SCAQMD, this analysis focuses on emissions of CO_2, CH_4, and N_2O that would be generated by the proposed project.

CO_2 is the most abundant pollutant that contributes to climate change through processes such as fossil fuel combustion. CH_4 and N_2O are less abundant in the atmosphere than CO_2, but have greater climate forcing magnitudes per unit of mass emitted. To account for this higher climate forcing property, emissions of other GHGs are frequently expressed in the unit of equivalent mass of CO_2 that would have the same heat capacity potential, denoted as CO_2e. CO_2e is a measurement used to account for the fact that different GHGs have different potential to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. This potential—known as the global warming potential (GWP) of a GHG—is dependent on the lifetime, or persistence, of the gas molecule in the atmosphere. For the purposes of this analysis the GWP of CH_4 is 25 and the GWP of N_2O is 298.

The CEQA Guidelines require that lead agencies adopt GHG thresholds of significance that are appropriate for projects within their jurisdiction. When adopting these thresholds, the amended CEQA Guidelines allow lead agencies to consider thresholds of significance adopted or recommended by other public agencies, or recommended by experts, provided that the thresholds are supported by substantial evidence, and/or to develop their own significance threshold. Neither the City nor SCAQMD has officially adopted a bright line

[12]California Environmental Protection Agency Climate Action Team, *Climate Action Report to Governor Schwarzenegger and the California Legislator*, March 2006.

quantitative screening threshold value for determining the significance of GHG emissions that will be generated by projects under CEQA. The proposed project does not represent a typical land use development project, and therefore the City's 2013 Energy and Climate Action Plan (ECAP) Climate-Ready Development Standards are not directly applicable. In lieu of an officially adopted threshold, this analysis utilizes an interim screening threshold for annual GHG emissions that was recommended by the GHG CEQA Significance Threshold Stakeholder Working Group in October 2008.[13] The Stakeholder Working Group convened a total of 15 times between April 2008 and September of 2010, but never published any legally binding significance threshold for GHG emissions. In collaboration with members of the Stakeholder Working Group, SCAQMD staff developed a *Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold.* The interim guidance proposed a tiered screening methodology for assessing the potential significance of GHG emissions generated by CEQA projects. The tiered screening methodology was outlined in the minutes of the final Working Group meeting on September 28, 2010.[14] For the purposes of this environmental assessment, the interim Tier III screening threshold value of 3,000 metric tons of carbon dioxide equivalents ($MTCO_2e$) per year is utilized because it is the most conservative (i.e., lowest) threshold value that was recommended by SCAQMD staff.

GHG emissions that would be generated during construction and operation of the proposed project were estimated using CalEEMod (Version 2022.1), as recommended by the SCAQMD. CalEEMod quantifies estimates of GHG emissions from construction activities and operational conditions of CEQA projects. Sources of GHG emissions during proposed project construction would include heavy-duty off-road diesel equipment and vehicular travel to and from the project sites. In accordance with SCAQMD methodology, the total amount of GHG emissions that would be generated by construction of the proposed project was summed and amortized over a 30-year operational period to represent long-term impacts. Sources of GHG emissions during future operation of the proposed project would be limited to indirect emissions associated with the provision of electricity to power the digital signs. The project design team estimates that each digital sign location would require approximately 11,712 kilowatt-hours (kWh) of electricity per year. For all 60 digital signs, the total annual electricity demand would be 702,720 kWh. The electrical utility would be connected to Southern California Edison's (SCE) grid, which is forecasted to have a carbon intensity of 351 pounds of carbon dioxide equivalents per megawatt-hour ($lbCO_2e$/MWh) in the operational year of 2025. There are 1,000 kWh per MWh, such that the project's electricity demand would be 702.72 MWh annually.

[13]SCAQMD, *Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold*, October 2008.

[14]SCAQMD, *Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #15*, September 28, 2010, http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-minutes.pdf?sfvrsn=2; Accessed on September 25, 2024.

Table 3-3 presents the estimated GHG emissions that would be generated on an annual basis by the proposed project, either directly or indirectly. Construction of the proposed project would produce approximately 112 $MTCO_2e$ of direct GHG emissions between the summer of 2025 and the summer of 2026 combined, which equates to approximately 3.7 $MTCO_2e$ annually over a 30-year operational horizon. The total annual operating emissions would be approximately 116 $MTCO_2e$ per year after accounting for amortized construction emissions and indirect emissions associated with the supply of electricity, as well as occasional repairs. This magnitude of emissions is substantially below the most conservative quantitative draft interim threshold of 3,000 $MTCO_2e$ per year recommended by SCAQMD to capture 90 percent of CEQA projects within its jurisdiction. Therefore, this impact would be less than significant.

TABLE 3-3: PROPOSED PROJECT ANNUAL GREENHOUSE GAS EMISSIONS

Scenario and Emission Source	Carbon Dioxide Equivalent Emissions (Metric Tons per Year)
CONSTRUCTION EMISSIONS	
Off-Road Construction Equipment Use (Direct) /a/	81
On-Road Construction Vehicle Activity	31
Total Construction GHG Emissions	**112**
Amortized Annual Construction GHG Emissions	***3.7***
OPERATIONAL EMISSIONS	
Energy Source Emissions (Indirect)	112
Mobile Source Emissions (Direct)	0.3
Amortized Construction Emissions (Direct)	3.7
TOTAL	**116**
SCAQMD Draft Interim Significance Threshold	3,000
Exceed Threshold?	**No**

/a/ Based on SCAQMD guidance, the emissions summary also includes construction emissions amortized over a 30-year span.
SOURCE: TAHA, 2024.

b) **Less-Than-Significant Impact**. Implementation of the proposed project would generate minimal GHG emissions, as demonstrated by the analysis presented in **Table 3-3**. The proposed project would not interfere with SCE planning objectives to expand its portfolio of renewable energy supply as required by Senate Bill 1078, Senate Bill 350, and Senate Bill 100. These bills established targets of 60 percent of procured electricity to be from renewable sources by 2030, and 100 percent of electricity supplied by renewable resources by 2045. Furthermore, the proposed project would not interfere with objectives established by the City's 2013 ECAP, which include provisions related to energy efficiency and reduced reliance on nonrenewable resources. Implementation of the proposed project would not introduce a new permanent direct source of GHG emissions to the project area, and the indirect emissions would decrease over time as SCE produces more of its electricity supply from renewable resources. Therefore, this impact would be less than significant, and no mitigation would be required.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.9 HAZARDS AND HAZARDOUS MATERIALS - Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☑	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☑	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☑	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☑
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☑
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☑
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☑

a-b) Less-Than-Significant Impact. A significant impact would occur if the proposed project created a significant hazard to the public or the environment through the routine transport, use, and disposal of hazardous materials, or if it created a significant hazard through the accidental release of hazardous materials into the environment. Construction of the proposed project would involve the temporary use of potentially hazardous materials, including vehicle fuels, oils, and transmission fluids. However, the materials used would not be in such quantities or stored in such a manner as to pose a significant safety hazard. All hazardous materials during construction and operations would be contained, stored, and used in accordance with manufacturers' instructions and handled in compliance with applicable standards and regulations to minimize the potential for safety impacts to occur. The proposed project would install digital signs in the public ROW. Operations of the proposed project would not involve the use, storage, or disposal of hazardous materials. Therefore, impacts related to the creation of hazards to the public or the environment through the routine transport, use, disposal, or release of hazardous materials would be less than significant.

c) **Less-Than-Significant Impact**. A significant impact would occur if the proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Multiple schools are located within one-quarter mile of the 20 generally designated project locations. There is a potential for release of hazardous emissions or handling of hazardous materials and substances during the short-term construction activities for the proposed project. However, as discussed in Response to Checklist Question 3.9(a-b), any hazardous materials used during construction of the proposed project would be handled in accordance with applicable state laws and regulations and manufacturer's instructions. Therefore, a less-than-significant impact would occur.

d) **No Impact**. A significant impact would occur if the proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The California Department of Toxic Substances Control (DTSC) and the State Water Resources Control Board (SWRCB) each maintain a database (EnviroStor and GeoTracker, respectively) that provides access to detailed information on hazardous waste sites and their cleanup statuses. EnviroStor focuses on hazardous waste facilities and sites with known contamination or sites with possible reason for further investigation. GeoTracker focuses on sites that impact or have the potential to impact water quality in California, with an emphasis on groundwater. The proposed project would install digital signs in the public ROW at 20 generally designated areas, none of which contain operational uses, buildings, or structures, nor would store or contain hazardous materials. A search of the EnviroStor and Geotracker databases determined that the 20 project locations are not included on any list compiled pursuant to Section 65962.5 of the Government Code.[15,16] Therefore, no impact would occur.

e) **No Impact**. A significant impact would occur if the proposed project was located within an airport land use plan or within two miles of a public airport or public use airport and would result in a safety hazard or excessive noise for people residing or working in the project area. While the proposed project is located adjacent to the Los Angeles International Airport Land Use Plan,[17] the proposed project consists of the installation of digital street signs. Therefore, the proposed project would not result in an airport- or airstrip-related safety hazard for people residing or working in the area, and no impact would occur.

f) **No Impact**. A significant impact would occur if the proposed project would impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. The proposed project is located in the vicinity of the emergency/disaster routes I-105 freeway, I-405 freeway, Hawthorne Boulevard, Crenshaw Boulevard, Florence Avenue, and Imperial Highway.[18] However, the proposed project would not involve any uses that would interfere with an emergency response or evacuation plan, or with the use of these disaster routes in the event of an emergency or evacuation. Additionally, the proposed project would be reviewed by the Los Angeles County Fire Department (LACFD) to ensure that the proposed project would not interfere with the City's MHFP or the County's evacuation routes. Therefore, the proposed project would not

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[15]Department of Toxic Substances Control, *EnviroStor*, https://www.envirostor.dtsc.ca.gov/public/, accessed September 2024.

[16]Department of Toxic Substances Control, *GeoTracker*, https://geotracker.waterboards.ca.gov/, accessed September 2024.

[17]Los Angeles County Airport Land Use Commission. *Los Angeles International Airport – Airport Influence Area*. https://case.planning.lacounty.gov/assets/upl/project/aluc_airport-lax.pdf, accessed September 2024.

[18]County of Los Angeles Department of Public Works, *Disaster Routes*, https://dpw.lacounty.gov/dsg/DisasterRoutes/map/disaster_rdm-South.pdf, accessed September 2024.

impair the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, and no impact would occur.

g) **No Impact**. A significant impact would occur if the proposed project would expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires. The project sites are located within an urbanized area of the City and is surrounded primarily by residential and commercial uses. The project sites are not located within a wildland area, and no wildlands are identified within the City.[19] Therefore, no impact would occur.

[19]City of Inglewood, *Land Use Element of the General Plan*, adopted September 2016.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.10 HYDROLOGY AND WATER QUALITY - Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☑	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☑
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in a substantial erosion or siltation on- or off-site;	☐	☐	☐	☑
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	☑
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☑
iv) impede or redirect flood flows?	☐	☐	☐	☑
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☑
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☑

a) **Less-Than-Significant Impact**. A significant impact would occur if the proposed project would violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. The proposed project would install digital signs in the public ROW and would require minor grading to install the digital signs in the center medians and sidewalks. Ground disturbing activities would result in exposed soils and debris that may contribute pollutants in stormwater runoff. However, the proposed project would be required to comply with all federal, State, and local regulations related to water quality standards and wastewater discharge. Construction activities would comply with the provisions of the City's Stormwater Management and Discharge Control Ordinance (Ord. 23-09), which would reduce the risk of water degradation from soil erosion and other pollutants related to construction activities. The proposed project would not construct any changes to the City's stormwater drainage system, and upon completion of construction activities, the area would have similar levels of impervious surfaces as existing conditions. The digital signs would not be connected to municipal water supplies, and no aspects of the operations of the proposed project would result in water quality or an increase in water or wastewater discharges. Therefore, a less-than-significant impacts would occur.

b) **No Impact**. A significant impact would occur if the proposed project would substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the proposed project may impede sustainable groundwater management of the basin. The proposed project would not require the use of groundwater, and the project sites are not currently used for groundwater recharge activities. Furthermore, the proposed project would not install any groundwater wells and would not otherwise directly withdraw any groundwater during construction or operations of the proposed project. Therefore, no impact would occur.

c.i) **No Impact**. A significant impact would occur if the proposed project would substantially alter the existing drainage pattern of the project sites, including through the alteration of the course of an existing stream or river or through the addition of impervious surfaces, in a manner that would result in a substantial erosion or siltation on or off-site. The project sites are located in an urbanized area of the City, and there are no streams or rivers in the vicinity of the project sites. Construction of the digital signs would involve minimal soil disturbance and would not result in substantial erosion or siltation off-site. The proposed project would be required to comply with local and State regulations and standards related to minimizing potential erosion, including the City's Stormwater Management and Discharge Control Ordinance. Upon completion of construction activities, the project area would have similar levels of impervious surfaces as existing conditions. Therefore, the proposed project would not alter existing drainage patterns in a manner that would result in erosion or flooding or increase stormwater runoff that would likely exceed existing storm drain capacity or increase pollutants in stormwater runoff, and no impact would occur.

c.ii) **No Impact**. A significant impact would occur if the proposed project would increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. The project sites are located within an urbanized area of the City with existing stormwater infrastructure in place. Runoff from the sites currently discharges to existing storm drains in the surrounding streets. The proposed project would not change the amount of pervious or impervious surfaces on the project sites, change the rate or volume of runoff from sites, or alter the existing drainage pattern of the surrounding area in a manner that would cause flooding impacts on- or off-site. Following construction of the proposed project, stormwater runoff from the project sites would be directed into existing storm drains that currently receive surface water runoff under existing conditions. Therefore, the proposed project would not change the amount of pervious or impervious surfaces on the project sites, change the rate or volume of runoff from sites, or alter the existing drainage pattern of the surrounding area in a manner that would result in flooding on- or off-site, and no impact would occur.

c.iii) **No Impact**. A significant impact would occur if the proposed project would increase the rate or amount of surface runoff in a manner which would exceed the capacity of existing or planned stormwater drainage systems, provide substantial additional sources of polluted runoff. As discussed above, the proposed project would be required to comply with all federal, State, and local regulations related to water quality standards and wastewater discharge. Compliance with the City's Stormwater Management and Discharge Control Ordinance would ensure that during construction, impacts related to the capacity of the City's existing storm drain system, the generation of polluted runoff, the impeding or redirection of runoff would be less than significant. No substantial changes in the existing drainage pattern would occur. Therefore, the proposed project would not change the amount of pervious or impervious surfaces on the project sites, change the rate or volume of runoff from sites, or alter the existing drainage pattern of surrounding area in a manner that would provide substantial additional sources of polluted runoff, no impact would occur.

c.iv) **No Impact.** A significant impact would occur if the proposed project would increase the rate or amount of surface runoff in a manner which would impede or redirect flood flows. Flood hazard areas identified on the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) are identified as a Special Flood Hazard Area (SFHA). An SFHA is an area that will be inundated by a flood event that has a 1 percent chance of being equaled or exceeded in any given year. The one percent annual chance flood zone is also referred to as the base flood zone or 100 year flood zone. The digital sign sites are not in a 100-year flood zone or SFHA. [20] All of the proposed locations are in Zone X, indicating that they are outside of 100- and 500-year flood zones. As discussed in Response to Checklist Question 3.10a), the proposed project would not result in a net increase of impervious surfaces in the project area, nor alter existing drainage. Therefore, the proposed project would not increase the amount of surface runoff in the project area, and no impact would occur.

d) **No Impact**. A significant impact would occur if the proposed project was located in a flood hazard, tsunami, or seiche zones, and therefore at risk of release of pollutants due to project inundation. A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin, such as a reservoir, harbor, or lake. A tsunami is a sea wave produced by a significant undersea disturbance. Mudflows result from the down-slope movement of soil and/or rock under the influence of gravity. The project sites are not located near a body of water that is large enough to create a seiche during a seismic event. The project sites are located approximately five miles east of the Pacific Ocean and is not within a coastal zone or tsunami inundation area. The proposed project and surrounding areas are not located in a 100-year flood zone or SFHA.[21] Therefore, no impact would occur.

e) **No Impact**. A significant impact would occur if the proposed project would conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. As discussed in Response to Checklist Question 3.10(a), the proposed project would not result in a change in water quality or increase in water or wastewater discharges, nor result in a net increase of impervious surfaces in the project area. As discussed in Response to Checklist Question 3.10(b), the proposed project would not require the use of groundwater, would not install any groundwater wells, and would not otherwise directly withdraw any groundwater during construction or operations of the proposed project. The proposed project would not connect to any municipal water supplies. Therefore, no impact would occur.

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[20]Federal Emergency Management Agency, *FEMA's National Flood Hazard Layer (NFHL) (Viewer)*. https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb519 96444d4879338b5529aa9cd, accessed September 2024.

[21]*Ibid.*

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.11 LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community?	☐	☐	☐	☑
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☑

a) **No Impact**. A significant impact would occur if the proposed project would physically divide an established community. The proposed project would construct digital signs within the public ROW. Construction of the digital signs would not result in the physical division of an established community. The digital signs would be installed in 20 generally designated areas, and the proposed project would not introduce roadways or other infrastructure improvements that would bisect or transect the sites or surrounding uses or communities. Construction of the proposed project may require temporary lane closures adjacent to construction staging areas. However, access to the surrounding area would not be interrupted as a result of the proposed project. Signage would be provided to alert drivers, bicyclists and pedestrians of detours around construction staging areas. Additionally, during operations, the specific placement of digital signs would ensure pedestrian and traffic flows remain unhindered, and no streets or sidewalks would be permanently closed as a result of the proposed project. Therefore, no impact would occur.

b) **No Impact**. A significant impact would occur if the proposed project would cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The proposed project would be located within the public ROW, and the installation of the digital signs are not subject to zoning requirements. Therefore, the proposed project would not conflict with an adopted land use plan, policy, or regulation, and no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.12 MINERAL RESOURCES - Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☑
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☑

a-b) **No Impact.** A significant impact would occur if the proposed project would result in the loss of availability of a known mineral resource that would be of value to the region or locally important mineral resource recovery site as delineated on a local general plan, specific plan, or other land use plan. The proposed project is located in an urbanized area and is surrounded primarily by residential and commercial uses. There are no areas within the City containing known mineral resources appropriate for mineral extraction. The proposed project is also not located on or near any oil fields, and no oil extraction and/or quarry activities have historically occurred on or are presently conducted at the project sites. Therefore, the proposed project would not result in the loss of availability of any known regionally valuable or locally important mineral resource, and no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.13 NOISE - Would the project:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☑	☐
b) Generation of excessive ground-borne vibration or ground-borne noise levels?	☐	☐	☑	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☑

a) **Less-Than-Significant Impact.** Sound is technically described in terms of the loudness (amplitude) and frequency (pitch). The standard unit of measurement for sound is the decibel (dB). The human ear is not equally sensitive to sound at all frequencies. The A-weighted scale, abbreviated dBA, reflects the normal hearing sensitivity range of the human ear.

Noise is generally defined as unwanted sound. The degree to which noise can impact the human environment ranges from levels that interfere with speech and sleep (annoyance and nuisance) to levels that cause adverse health effects (hearing loss and psychological effects). Human response to noise is subjective and can vary greatly from person to person. Factors that influence individual response include the intensity, frequency, pattern of noise, the amount of background noise present before the intruding noise, and the nature of work or human activity that is exposed to the noise source.

Studies have shown that the smallest perceptible change in sound level for a person with normal hearing sensitivity is approximately 3 dBA. A change of at least 5 dBA and a 10-dBA increase is subjectively heard as a doubling in loudness. Noise levels decrease as the distance from the noise source to the receiver increases. Noise levels generated by a stationary noise source, or "point source," will decrease by approximately 6 dBA over hard surfaces (e.g., pavement) for each doubling of the distance. For example, if a noise source produces a noise level of 89 dBA at a reference distance of 50 feet, then the noise level would be 83 dBA at a distance of 100 feet over hard surface from the noise source, 77 dBA at a distance of 200 feet, and so on. Noise levels generated by a mobile source will decrease by approximately 3 dBA over hard surfaces for each doubling of the distance.

This noise analysis discusses sound levels in terms of Community Noise Equivalent Level (CNEL) and Equivalent Noise Level (L_{eq}). CNEL is an average sound level during a 24-hour period. CNEL is a noise measurement scale, which accounts for noise source, distance, single event duration, single event occurrence, frequency, and time of day. Human reaction to sound between 7:00 p.m. and 10:00 p.m. is perceived as if the sound were actually 5 dBA higher than if it occurred from 7:00 a.m. to 7:00 p.m. From 10:00 p.m. to 7:00 a.m., humans perceive sound as if it were 10 dBA higher due to the lower background noise level. Hence, the CNEL is obtained by adding an additional 5 dBA to sound levels in the evening from 7:00 p.m. to 10:00 p.m. and 10 dBA to sound levels in

the night from 10:00 p.m. to 7:00 a.m. Because CNEL accounts for human sensitivity to sound, the CNEL is always a higher number than the actual 24-hour average. L_{eq} is the average noise level on an energy basis for any specific time period. The L_{eq} for one hour is the average energy noise level during the hour. The average noise level is based on the energy content (acoustic energy) of the sound. L_{eq} can be thought of as the level of a continuous noise which has the same energy content as the fluctuating noise level. The equivalent noise level is expressed in units of dBA.

Summary of Applicable Noise Regulations/Standards

The City has established noise standards to control unnecessary, excessive and annoying noise. The standards are codified in IMC Chapter 5, Article 2 (Noise Regulations). Construction noise is governed by IMC Section 5-41 (Construction of Building and Projects, Noise Regulated), which prohibits the use of construction tools, equipment, or the performance of any outside construction between the hours of 7:00 a.m. to 8:00 p.m. on buildings, structures, or projects within 500 feet of a residential zone in such a manner that a reasonable person residing in the area is caused discomfort or annoyance unless beforehand a permit therefor has been obtained from the Permits and Licenses Committee of the City.

Base Ambient Noise Levels (BANL), found in IMC Section 5-27 (Base Ambient Noise Levels), are noise levels specified by time period and land use zone. **Table 3-4** below displays the City's BANL. The IMC states that actual noise level measurements that exceed the levels outlined in **Table 3-4** shall be employed as the BANL. Operational noise is governed by IMC Sections 5-30 (Maximum Residential Noise Levels) and Section 5-31 (Maximum Nonresidential Noise Levels), which establishes a maximum duration period during which exterior and interior noise levels on a property may exceed the BANL. Maximum residential noise levels are shown in **Table 3-5**. For commercial and industrial land uses, noise levels shall not exceed the BANL for a maximum of 30 cumulative minutes in any hour.

TABLE 3-4: BASE AMBIENT NOISE LEVELS

Decibels	Time	Land Use Zone
45 dB(A)	10:00 p.m. – 7:00 a.m.	Residential
55 dB(A)	7:00 a.m. – 10:00 p.m.	Residential
65 dB(A)	Anytime	Commercial and uses not specified
75 dB(A)	Anytime	Industrial

SOURCE: City of Inglewood Municipal Code, *Section 5-27 (Base Ambient Noise Level)*.

The City's General Plan Noise Element provides guidance on improving the safety and health of the community and abatement of excessive noise. The General Plan outlines land use compatibility standards as a guideline for locating new land uses, which have been adopted from the California Office of Noise Control. As shown in **Table 3-6**, the General Plan Noise Element also contains operational noise standards for various noise sensitive uses.

TABLE 3-5: MAXIMUM RESIDENTIAL NOISE LEVELS	
Noise Level Exceeded	**Maximum Duration Period Land Use Zone**
EXTERIOR NOISE	
BANL	30 minutes in any hour
5 dBA above BANL	15 minutes in any hour
10 dBA above BANL	5 minutes in any hour
15 dBA above BANL	1 minute in any hour
20 dBA above BANL	Not permitted
INTERIOR NOISE	
BANL	5 minutes in any hour
5 dBA above BANL	1 minute in any hour
10 dBA above BANL	Not permitted
SOURCE: City of Inglewood Municipal Code, *Section 5-30 (Maximum Residential Noise Levels).*	

TABLE 3-6: INTERIOR AND EXTERIOR NOISE STANDARDS			
Land Use Categories	**Land Use**	**Noise Level (dBA CNEL)**	
		Interior	**Exterior**
Residential	Single Family, Duplex, Multiple Family	45	65
	Mobile Homes	-	65
Commercial Industrial Institutional	Hotel, Motel, Transient Lodging	45	65
	Commercial Retail, Bank, Restaurant	55	-
	Office Building, Research and Development, Offices, City Office Building	45	-
	Amphitheatre, Concert Hall, Auditorium, Meeting Hall	45	-
	Gymnasium (multipurpose)	50	-
	Sports Club	55	-
	Manufacturing, Warehousing, Wholesale, Utilities	65	-
	Movie Theatres	45	-
Institutional	Hospital, Schools' Classroom	45	65
	Church, Library	45	-
Open Space	Park	-	65
SOURCE: City of Inglewood, *General Plan.*			

Sensitive Land Uses and Existing Noise Levels

Noise- and vibration-sensitive land uses are locations where people reside or where the presence of unwanted sound could adversely affect the use of the land. Residences, schools, hospitals, guest lodging, libraries, and some passive recreation areas would each be considered noise- and vibration-sensitive and may warrant unique measures for protection from intruding noise. Sensitive receptors have been identified along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue are described in **Table 3-7**.

TABLE 3-7: SENSITIVE LAND USES

Digital Sign Installation Location	Sensitive Land Uses
Century Blvd. between La Cienega Blvd. and Crenshaw Blvd.	Temporary lodging (hotels/motels), residences, Iglesia Fuente De Vida (place of worship), Cinepolis Luxury Cinemas,
Manchester Blvd. between La Cienega Blvd. to Crenshaw Blvd.	Temporary lodging (hotels/motels), residences, Inglewood Public Library, Inglewood High School, Inglewood Health Care Center, First Presbyterian Church (place of worship), Inglewood Park Cemetery, Academy Cathedral (place of worship)
Prairie Ave. between Manchester Blvd. and Century Blvd.	Temporary lodging (hotels/motels), residences, Iglesia Hispana Central (place of worship)
Florence Ave. between La Cienega Blvd. to Prairie Ave.	Edward Vincent Jr. Park, Inglewood Park Cemetery, West Region CTV Surgeons & Vein Center, United Medical Research Institute
La Cienega Blvd. between Century Blvd. to Florence Ave.	Residences

SOURCE: TAHA, 2024.

Roadways where the digitals signs would be installed are all major arterial roadways. The primary existing source of noise is vehicular traffic along these roadways. According to the California Department of Transportation, noisy urban areas with high traffic volumes typically have a noise level of approximately 70 to 75 dBA. Additional sources of noise in the project area include the I-405 freeway and aircraft flyovers and landings associated with the Los Angeles International Airport.

Construction

Construction activity would result in temporary increases in ambient noise levels in the project area on an intermittent basis. Noise levels would fluctuate depending on the construction phase, equipment type and duration of use, distance between the noise source and receptor, and presence or absence of noise attenuation barriers. Construction of the digital signs would involve minimal equipment and would occur for a limited duration; installation would typically take approximately three days at each project site. Typical noise levels from various types of equipment that may be used during each construction phase are listed in **Table 3-8**.

Construction activities typically require the use of numerous pieces of noise-generating equipment. **Table 3-8** also accounts for the likelihood that multiple pieces of construction equipment would be operating simultaneously and includes the typical overall noise levels that would be expected for each phase of construction. When considered as an entire process with multiple pieces of equipment, the drill footing and column footing phase would generate the loudest noise level of approximately 78.8 dBA L_{eq} at 50 feet assuming the two loudest pieces of construction equipment would be operating at the same time.

Table 3-9 presents the estimated noise levels based on distance from construction activity for informational purposes. Construction activity would typically occur within the sidewalk or center median of the roadway. Construction equipment would typically be located at least 25 feet away from sensitive receptors when occurring on the sidewalk and typically more than 50 feet away when in the center median. At a distance of approximately 25 feet the noise level would be approximately 84.8 dBA, L_{eq} and at distance of 50 feet the noise level would be approximately 78.8 dBA, L_{eq}.

TABLE 3-8: CONSTRUCTION EQUIPMENT NOISE LEVEL RANGES	
Construction Equipment	**Noise Level at 50 feet (dBA, L_{eq})**
POTHOLE PHASE	
Excavator	72.6
Combined Noise Level	**72.6**
DRILL FOOTING & COLUMN FOOTING PHASE	
Drill Rig	77.6
Skid Steer Loader	64.3
Dump Truck	72.5
Crane	72.6
Flatbed Truck	70.3
Combined Noise Level	**78.8**
REPAIR MEDIAN PHASE	
Work Truck	71.0
Combined Noise Level	**71.0**
CLADDING, DISPLAYS CABINET, CONNECT DISPLAYS PHASE	
Crane	72.6
Flatbed Truck	70.3
Combined Noise Level	**74.6**
SOURCE: FHWA, *Roadway Construction Noise Model, Version 1.1*, 2008.	

TABLE 3-9: CONSTRUCTION NOISE LEVELS BY DISTANCE	
Distance to Construction (Feet)	**Typical Construction Noise Level at Sensitive Receptor (dBA, L_{eq})**
25	84.8
50	78.8
100	72.8
200	66.8
300	63.2
400	60.7
500	58.8
SOURCE TAHA, 2024	

Construction activity would occur along major arterial roadways which already have elevated noise levels versus if construction activity occurred in quieter residential areas. As noted above under sensitive land uses and existing noise levels, noisy urban areas with high traffic volumes typically have a noise level of approximately 70 to 75 dBA, which would be similar to anticipated construction noise levels. The proposed project would not include nighttime construction during more noise-sensitive hours. Hauling trips would be limited to equipment delivery with minimal material export due to the limited requirements for potholing. Off-site truck trips would therefore not be a significant source of noise. The City controls noise exposure from typical construction activities through time limitations. Construction would comply with the IMC Section 5-41 allowable construction hours of 7:00 a.m. to 8:00 p.m., which is designed to control noise exposure. Therefore, the proposed project would result in a less-than-significant impact related to construction noise.

Operations

No operational sources of noise would be included as part of the proposed project. The digital signs would not include sound and would solely display visual information. Therefore, no impact would occur related to operational noise.

b) Less-Than-Significant Impact

Construction

Construction activity can generate varying degrees of vibration, depending on the construction procedure and the construction equipment used. Operation of construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance from the source. The effect on buildings located in the vicinity of a construction site often varies depending on soil type, ground strata, and construction characteristics of the receiver building(s). The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, and to damage at the highest levels.

The primary concern regarding construction vibration relates to building damage, which is assessed in terms of peak particle velocity (PPV). The operation of heavy construction equipment in close proximity to sensitive structures can result in vibration damage. Typical vibration levels associated with relevant construction equipment are provided in **Table 3-10**. Importantly, construction would not require pile driving.

TABLE 3-10: VIBRATION VELOCITIES FOR CONSTRUCTION EQUIPMENT

Equipment	Peak Particle Velocity at 25 feet (Inches/Second)	Vibration Decibels at 25 feet (Micro-Inches/Second)
Loaded Trucks	0.076	86
Small Bulldozer	0.003	58

SOURCE: FTA, *Transit Noise and Vibration Impact Assessment*, September 2018.

The City has not established vibration standards for construction activities. The Federal Transit Administration (FTA) has published guidance stating that non-engineer timber and masonry buildings (typical single-family residences) can withstand a PPV up to 0.2 inches per second; engineered concrete and masonry buildings (e.g., typical commercial and multi-family residential buildings) can withstand a PPV up to 0.3 inches per second without experiencing damage. Structures would typically be at least 25 feet away from construction equipment as the construction sites would be on the sidewalk or in the center median of the roadway. Construction vibration levels would not exceed the vibration damage threshold of 0.2 or 0.3 inches per second. Therefore, the proposed project would result in a less-than-significant impact related to vibration damage.

Vibration annoyance is another concern related to construction activity, which is assessed in terms of vibration decibels (VdB). However, perceptible vibration is not typically a concern for human health and is a common occurrence within the urban environment. Land uses particularly sensitive to vibration annoyance during daytime construction hours include, but are not limited to, hospitals, schools, museums, concert halls, television studios, recording studios, auditoriums, theaters, and research facilities with sensitive equipment (e.g., microscopes). **Table 3-11** shows that vibration levels would not exceed the annoyance criteria at vibration sensitive uses. Therefore, the proposed project would result in a less-than-significant impact related to vibration annoyance.

TABLE 3-11: CONSTRUCTION VIBRATION LEVELS AT SENSITIVE RECEPTORS (ANNOYANCE)

Sensitive Receptor	Distance (feet) /a/	Vibration Level (VdB)	Threshold (VdB)	Exceed Threshold?
Inglewood High School	50	49	75	No
West Region CTV Surgeons & Vein Center	90	41	65	No
Cinepolis Luxury Cinemas	180	32	65	No
United Medical Research Institute	360	23	65	No

/a/ Measured from the project site to the nearest structure.
SOURCE: TAHA, 2024.

In addition to on-site construction activities, construction trucks on the roadway network have the potential to expose vibration-sensitive land uses. Rubber-tired vehicles, including trucks, rarely generate perceptible vibration.[22] It is not anticipated that project-related trucks would generate perceptible vibration adjacent to the roadway network. Therefore, the proposed project would result in a less-than-significant impact related to construction vibration.

Operations

The proposed project would not include significant sources of vibration. The digital signs would be stationary and would not generate any vibration. Therefore, no impact would occur related to operational vibration.

c) **No Impact.** The proposed project is located adjacent to the Los Angeles International Airport Land Use Plan. The proposed project would consist of non-noise sensitive digital signs. Therefore, no impact would occur related to excessive aircraft.

[22]Federal Transportation Authority (FTA), *Transit Noise and Vibration Impact Assessment*, September 2018.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.14 POPULATION AND HOUSING - Would the project:				
a) Induce substantial unplanned population growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☑
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☑

a) **No Impact**. A significant impact would occur if the proposed project would induce substantial population growth that would not have otherwise occurred as rapidly or in as great a magnitude. No residential development is proposed under the project; therefore, the proposed project would not directly induce population growth in the area. Additionally, the proposed project would not require or result in the extension of utilities or roadways. The proposed project would generate a small number of short-term construction jobs; however, construction employment would be absorbed from the local labor force rather than attract new workers to the region. Therefore, no impact would occur.

b) **No Impact**. A significant impact would occur if the proposed project would displace substantial numbers of existing people or housing. The proposed project includes the installation of digital signs within the public ROW, which are non-habitable structures and would not displace existing people or require the construction of replacement housing. Therefore, no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.15 PUBLIC SERVICES - Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?	☐	☐	☐	☑
ii) Police protection?	☐	☐	☐	☑
iii) Schools?	☐	☐	☐	☑
iv) Parks?	☐	☐	☐	☑
v) Other public facilities?	☐	☐	☐	☑

a.i) **No Impact**. A significant impact would occur if the proposed project would result in substantial adverse impacts such that fire protection services would not be able to adequately serve the proposed project, necessitating a new station or physical alteration of a fire station. The Los Angeles County Fire Department (LACFD) provides fire protection and paramedic services to residents and businesses within the City. The City of Inglewood has a total of four LACFD Fire Stations: Fire Station 171 (141 West Regent Street), Fire Station 172 (810 Centinela Avenue), Fire Station 173 (9001 South Crenshaw Boulevard), and Fire Station 4 (10701 South Crenshaw Boulevard).

The proposed project includes the installation of digital screens, which are unmanned and non-habitable structures and would not increase demands for fire protection and emergency medical services nor require the need for new or physically altered fire facilities. Project construction may generate traffic associated with the movement of construction equipment, removal of demolition and excavation materials, and construction worker trips. Flammable materials and liquids may also be present during construction. Construction of the proposed project would require temporary lane closures and may require temporary closures to bicycle lanes and sidewalks. The project applicant would develop a Construction Management Plan to address potential impacts to the circulation system resulting from construction activities. The project applicant would communicate the provisions of the Construction Management Plan, including procedures for temporary lane closures, to the LACFD, who would review and approve of the Plan. Construction activities would not involve the closure of an entire street and emergency access would remain available along all surrounding streets. Therefore, no impact would occur.

a.ii) **No Impact**. A significant impact would occur if the proposed project would result in substantial adverse impacts such that police and law enforcement services are unable to maintain acceptable performance objectives. The Inglewood Police Department (IPD) provides police protection services to residents and businesses within the City of Inglewood. IPD headquarters is located at One West Manchester Boulevard. The

proposed project includes the installation of digital screens, which are unmanned and non-habitable structures and would not increase demands for police protection. As discussed in Response to Checklist Question 3.15(a.i), construction of the proposed project would require temporary lane closures and may require temporary closures to bicycle lanes and sidewalks. The Construction Management Plan would address potential impacts to the circulation system and include procedures for temporary lane closures. The project applicant would communicate the provisions of the Construction Management Plan, including procedures for temporary lane closures, to the IPD, who would review and approve of the Plan. Therefore, no impact would occur.

a.iii) **No Impact**. A significant impact would occur if the proposed project would create a substantial employment or population growth, which could generate a demand for school facilities that would exceed the capacity of the school district, necessitating a new school or physical alteration of an existing school, the construction of which would cause a significant environmental impact. The proposed project includes the installation of digital screens, which are unmanned and non-habitable structures and would not generate an increase in the student population in the area nor require the need for new or physically altered school facilities. Therefore, no impact would occur.

a.iv) **No Impact**. A significant impact would occur if the proposed project would exceed the capacity or capability of the local park system. The City's Parks, Recreation and Community Services Department is responsible for the provision, maintenance, and operation of public recreational and park facilities and services within the City. The proposed project includes the installation of digital screens, which are unmanned and non-habitable structures and would not increase demands for parks. The proposed project does not include the development of any residential uses or the development of any uses that would generate new residents. Therefore, no impact would occur.

a.v) **No Impact**. A significant impact would occur if the proposed project would result in substantial employment or population growth that could generate a demand for other public facilities, including roads, transit, utilities, and libraries, which exceed the capacity available to serve the project sites, necessitating new or physically altered public facilities, the construction of which would cause significant environmental impacts. The City is served by the Inglewood Public Library system, the closest Inglewood Public Library is located at Crenshaw Imperial Branch Library, located at 11141 Crenshaw Boulevard approximately two miles south of the project sites. An increase in the demand for libraries is typically associated with residential development. The Proposed Project does not include the development of any residential uses or the development of any uses that would generate new residents. Therefore, no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.16 RECREATION - Would the project:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☑
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☑

a-b) **No Impact**. A significant impact would occur if the proposed project increased the use of existing park and recreational facilities so as to accelerate or induce their physical deterioration. The City of Inglewood has a total of 11 parks and two community centers. As discussed in Response to Checklist Question 3.15(a.iv), the proposed project does not include the development of any residential uses or the development of any uses that would generate new residents. The proposed project would not substantially increase the use of existing neighborhood and regional parks or other recreational facilities that would cause adverse deterioration or acceleration of deterioration. The proposed project would not include recreational facilities or require the construction or expansion of recreational facilities. Therefore, no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.17 TRANSPORTATION - Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☑	☐
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☑	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☑
d) Result in inadequate emergency access?	☐	☐	☑	☐

a) Less-Than-Significant Impact. A significant impact would occur if the proposed project would conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

The proposed project would not change roadway designations from those in the Circulation Element of City's General Plan and would be consistent with adopted plans and policies related to the circulation system. Construction activities would require temporary lane closures, which would temporarily reduce travel lanes in the construction area. Bicycle lanes and sidewalks may be temporarily closed during construction. However, a Construction Management Plan would be developed to include appropriate measures to maintain vehicular, bicycle, and pedestrian connectivity in the project area. Signage would be provided to alert drivers, bicyclists and pedestrians of detours around construction staging areas.

Installation of the proposed digital displays would generate small numbers of worker commute trips and heavy truck trips. However, the traffic generated during the construction phase would be minimal and would cease upon installation of the digital signs, which would occur in phases. During operations, the circulation network would remain unchanged compared to existing conditions, and no aspects of the proposed project would result in the generation of any traffic.

The proposed project would not conflict with policies supporting alternative transportation modes, and no changes to exiting bicycle or pedestrian facilities would occur. The proposed project would not change or alter existing streets and it would not impact other existing circulation infrastructure. Therefore, the proposed project would not conflict with the Circulation Element of the Inglewood General Plan, and a less-than-significant impact would occur.

b) Less-Than-Significant Impact. A significant impact would occur if the project was inconsistent with CEQA Guidelines Section 15064.3(b). Senate Bill (SB) 743 was enacted in 2013 to further the assessment of transportation impacts under CEQA, and in 2018 CEQA Guidelines were published that incorporate SB 743 by promulgating the use of vehicle miles traveled (VMT) and VMT reductions as a significance threshold metric.

Temporary worker commute trips and heavy truck trips would generate minimal VMT during construction. Installation of the digital signs would occur in phases to reduce impacts related to traffic generated by temporary lane closures. No aspects of the proposed project's operational phase would result in an increase in VMT. Therefore, the proposed project would not have the potential to conflict with VMT reduction efforts of SB 743, and a less-than-significant impact would occur.

c) **No Impact**. A significant impact would occur if the proposed project substantially increased hazards due to a geometric design feature or incompatible uses. Construction of the proposed project would result in temporary lane closures within the construction area, and bicycle lanes and sidewalks in the project area may need to be closed temporarily. The Construction Management Plan would include the provision of appropriate signage to alert drivers, bicyclists and pedestrians of detours.

The digital signs would be installed within the public ROW of major streets, and installation of the digital signs would not involve any major changes to existing on-site circulation patterns, building footprints, or landscaping. The proposed project would not include the construction of any new roads or the modification of any existing roads that would result in an increase in hazards. As stated in Response to Checklist Question 3.1(c), the digital signs would include automatic dimming technology to ensure that the digital displays are no brighter than 0.3 footcandles above ambient lighting. Additionally, the proposed project design would also be reviewed by the Planning Division and the LACFD during the City's plan review process to ensure all applicable requirements are met. The digital signs would therefore not introduce any hazardous design features or incompatible uses, and no impact would occur.

d) **Less-Than-Significant Impact**. A significant impact would occur if the proposed project would result in inadequate emergency access. Construction of the digital signs would require temporary lane closures. However, the project applicant would communicate the provisions of the Construction Management Plan, including procedures for temporary lane closures, to the LACFD and IPD. During operations, emergency access points and roadways adjacent to and surrounding the proposed digital signs would remain unchanged from the existing conditions. The project design would comply with the City's applicable emergency access requirements and LACFD requirements regarding fire emergency access. Therefore, a less-than-significant impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.18 TRIBAL CULTURAL RESOURCES - Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☑	☐	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☑	☐	☐

a) **Less-Than-Significant Impact with Mitigation Incorporated.** A significant impact would occur if the proposed project would cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Resources of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). The proposed project would install kiosks and digital street displays within the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City. There are no historic resources on, adjacent to, or in proximity to the project sites listed in the California Register of Historical Resources pursuant to in Section 15064.5. The City does not currently have a historic preservation ordinance. The City has one landmark listed under its historic preservation program as defined in Public Resources Code Section 5020.1(k), Centinela Springs[23], which is located approximately three miles north of the project sites. The other 112 sites, which are primarily clustered around the City's Downtown, have been found to be potentially eligible properties[24].

In compliance with Assembly Bill 52, Native American nations traditionally and culturally affiliated with the geographic area of the project sites were notified of the proposed project. To ensure that any inadvertent discovery of tribal cultural resources encountered during ground-disturbing activities are properly documented, salvaged, and protected, the Kizh Nation recommended that mitigation measures be imposed on the proposed project. Therefore, with implementation of Mitigation Measures **TCR-1** through **TCR-3**, impacts related to the tribal cultural resources would be less than significant.

b) **Less-Than-Significant Impact with Mitigation Incorporated.** A significant impact would occur if the proposed project would cause a substantial adverse change in the significance of a tribal cultural resource determined by the lead agency, in its discretion and supported

[23]California Office of Historic Preservation, *California Historical Resources,* https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=19, accessed September 2024.
[24]Los Angeles Conservancy, *Inglewood,* https://www.laconservancy.org/communities/inglewood, accessed September 2024.

by substantial evidence, to be significant pursuant to criteria set forth in Public Resources Code Section 5024.1(c). As discussed in Response to Checklist Question 3.18(a), Native American nations affiliated with the geographic area of the project sites were notified of the proposed project, and the Kizh Nation recommended that mitigation measures be imposed on the proposed project to ensure that any inadvertent discovery of tribal cultural resources encountered during ground-disturbing activities are properly documented, salvaged, and protected. Therefore, with implementation of Mitigation Measures **TCR-1** through **TCR-3**, impacts related to the tribal cultural resources would be less than significant.

MITIGATION MEASURES

TCR-1 The project applicant shall retain and compensate a Tribal monitor/consultant who is approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government and listed under the Native American Heritage Commission's Tribal Contact list for the project area. The Tribal monitor/consultant shall be present during all ground-disturbing activities, both on-site and off-site, associated with the project. Ground disturbing activities are defined by the Gabrieleño Band of Mission Indians-Kizh Nation as activities that may include, but are not limited to, pavement removal, pot-holing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the project area. The tribal monitor/consultant shall complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when the project sites' grading and excavation activities are completed, or when the tribal representatives and monitor/consultant have indicated that the site has a low potential for impacting Tribal Cultural Resources.

TCR-2 Upon discovery of any archaeological resources, construction activities shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and Tribal monitor/consultant approved by the Gabrieleño Band of Mission Indians-Kizh Nation. If the resources are Native American in origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request reburial or preservation for educational purposes. Work may continue on other parts of the project while evaluation and, if necessary, mitigation takes place.

If a resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource", time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and Public Resources Code Section 21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to a local school or historical society in the area for educational purposes.

TCR-3 Native American human remains are defined in Public Resources Code Section 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. Health and Safety Code 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and excavation halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission and Public Resources Code Section 5097.98 shall be followed.

Upon discovery, the tribal and/or archaeological monitor/consultant/consultant will immediately divert work at minimum of 150 feet and place an exclusion zone around the burial. The monitor/consultant(s) will then notify the tribe, the qualified lead archaeologist, and the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the finds are determined to be Native American, the coroner will notify the Native American Heritage Commission as mandated by state law who will then appoint a Most Likely Descendent (MLD).

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.19 UTILITIES AND SERVICE SYSTEMS - Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☑
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☑
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☑
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☑	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☑	☐

a) **No Impact.** A significant impact would occur if the proposed project would require or result in the relocation or construction of new utilities facilities or service systems, which would cause significant environmental effects. Utility companies serving the proposed project would include Golden State Water Company for water services, Los Angeles County Sanitation Districts (LACSD) for wastewater services, the City of Inglewood for stormwater drainage management, Southern California Edison for electric services, Southern California Gas Company for natural gas facilities, and Spectrum for telecommunication facilities.

Construction activities would generate minimal water usage via the use of water on graded areas to prevent fugitive dust. Runoff generated from construction watering activities would be channeled into the City's storm water drainage system. Wastewater would be generated via portable toilets located at construction staging areas. These activities would not generate sufficient water or wastewater to require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities. The proposed project would involve the use of natural gas or telecommunications facilities.

Operational activities would use electricity to power the digital signs 24 hours per day. The digital signs would be comprised of energy efficient LED lights and would be equipped with automatic dimmer technology to adjust the brightness depending on ambient lighting conditions. The proposed project would not consume sufficient electricity to require or result in the construction of new electricity generation facilities or the expansion of existing facilities. Therefore, no impact would occur.

b) **No Impact**. A significant impact would occur if the proposed project would increase water usage such that the project sites would not have enough water supplies during normal, dry and multiple dry years. As discussed in Response to Checklist Question 3.19(a), the proposed project would use minimal water supplies to cover graded areas during construction. Water usage would not be sufficient to deplete existing water supplies such that the Golden State Water Company would not have enough water supplies during normal, dry, or multiple dry years. Operations of the digital signs would not require the use of water or require any connections to municipal water supplies. Therefore, no impact would occur.

c) **No Impact**. A significant impact would occur if the proposed project's water demand exceeded the capacity of the project sites' wastewater treatment provider. Wastewater generated within the City is conveyed to the A.K. Warren Water Resource Facility, formerly known as Joint Water Pollution Control Plant (JWPCP), in Carson via interceptor sewers managed by the LACSD. JWPCP treats 260 million gallons per day (MGD) with a design capacity to process 400 MGD of wastewater.[25] As discussed in Response to Checklist Question 3.19(a), construction of the proposed project would generate minimal amounts of wastewater from the portable toilets located at construction staging areas. The proposed project's wastewater demand would be met, and the proposed project would not cause JWPCP's flow to rate to exceed capacity. Operations of the digital signs would not require any connections to LACSD collection and treatment system, nor generate any wastewater. Therefore, no impact would occur.

d-e) **Less-Than-Significant Impact**. A significant impact would occur if the proposed project would generate solid waste in excess of State or local standards, the capacity of local infrastructure, or State and local solid waste reduction goals; or if the proposed project would not comply with federal, state, and local management and reduction statutes and regulations related to solid waste. Solid waste generated within the City is disposed of at landfill facilities throughout Los Angeles County. collection services for most multi-family residential developments within the City. Solid waste transported by both public and private haulers is recycled, reused, transformed at a waste-to energy facility, or disposed of at a landfill. The Waste Management Act (Assembly Bill 939) requires each California City and County to prepare, adopt, and submit to the California Department of Resources Recycling and Recovery (CalRecycle) a source reduction and recycling element (SRRE) that demonstrates how the jurisdiction would meet Assembly Bill 939's mandated diversion goals of 50 percent.

Installation of the digital signs would generate solid waste in the form of sidewalk and/or asphalt demolition debris. However, solid waste generation would be minimal and would cease upon installation of each digital sign. No aspects of the proposed project's operations would result in the generation of solid waste. A portion of solid waste generated by the proposed project would be recycled in accordance to Assembly Bill 939. The proposed project would not generate excess solid waste that would impair the City's attainment of solid waste diversion per Assembly Bill 939. The proposed project can be adequately served by the City's solid waste provider and would comply with regulations related to solid waste. Therefore, a less-than-significant impact would occur.

[25]Los Angeles County Sanitation District, *A.K. Warren Water Resource Facility,* https://www.lacsd.org/services/wastewater-sewage/facilities/ak-warren-water-resource-facility, accessed September 2024.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.20 WILDFIRE - If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☑
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☑
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☑
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☑

a-d) No Impact. A significant impact would occur if the proposed project would substantially impair an adopted emergency response plan or emergency evacuation plan. The Board of Forestry and Fire Protection is a Governor-appointed body, whose mission is to lead California in developing policies and programs that serve the public interest in environmentally, economically and socially sustainable forest and rangeland management; and a fire protection system that protects and serves the people of the state One of its statutory responsibilities are to provide direction and guidance to the Department of California of Forestry and Fire Protection (CAL FIRE). CAL FIRE's mission emphasizes the management and protection of California's natural resources; a goal that is accomplished through ongoing assessment and study of the State's natural resources and an extensive CAL FIRE Resource Management Program. CAL FIRE maintains a list of cities that are considered Very High Fire Hazard Severity Zones (VHFHSZ).[26] The City of Inglewood is currently not on the VHFHSZ list. The nearest VHFHSZ is located north of the proposed project within the Kenneth Hahn State Recreation Area. The project area is relatively flat and located in an urbanized part of the City developed with commercial and residential uses. There are no slopes or hills that would potentially expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. The proposed project would not require installation or maintenance of associated structures that may exacerbate fire risk or that may require in temporary or ongoing impacts to the environment. Furthermore, the proposed project would not affect or interfere with emergency/disaster routes in the project area. Therefore, no impact would occur.

[26]California Department of Forestry and Fire Protection, *Cities for which CAL FIRE has made recommendations on Very High Fire Hazard Severity Zones (VHFHSZ)*, https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008, accessed September 2024.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.21 MANDATORY FINDINGS OF SIGNIFICANCE - Would the project:				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☑	☐	☐
b) Does the project have impacts which are individually limited, but cumulatively considerable? (Cumulatively considerable means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).	☐	☑	☐	☐
c) Does the project have environmental effects which cause substantial adverse effects on human beings, either directly or indirectly?	☐	☑	☐	☐

a) **Less-Than-Significant Impact with Mitigation Incorporated**. A significant impact would occur if the proposed project would cause the loss or destruction of individuals of a species or degrade a sensitive habitat. The preceding analyses conclude that no significant unmitigated impacts to the environment would occur. The project sites are within a highly urbanized area surrounded by residential, commercial, and institutional uses. The proposed project would be constructed within the public ROW, and the construction staging areas would not contain, abut, or be in proximity to sensitive natural resources. As demonstrated in Response to Question 3.4 Biological Resources, the proposed project would not reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. The proposed project would have minimal potential to impact sensitive wildlife species and natural communities during construction activities. The project sites do not contain riparian habitat or other sensitive natural communities and does not contain wetlands.

The proposed project would not eliminate important examples of major periods of California history or prehistory since no historic resources are located on the project sites and construction activities associated with the proposed project are not expected to disturb any undiscovered archaeological resources (See Section 3.5, Cultural Resources and Section 3.18, Tribal Cultural Resources).The proposed project would involve minor grading activities within the public ROW, which has been subject to grading and development activities multiple times. However, there is the potential for such actions to unearth, expose, or disturb subsurface Native American resources that were not observable on the surface. However, with the implementation of Mitigation Measures **TCR-1** through **TCR-3**, potential impacts to tribal cultural resources that represent major periods of California history or prehistory would be reduced to less than significant.

b) **Less-Than-Significant Impact with Mitigation Incorporated**. A significant impact would occur if the proposed project, in conjunction with related projects, would result in impacts that are less than significant when viewed separately but significant when viewed together. Although projects may be constructed in the vicinity of the proposed project, the impacts of each additional project will be evaluated and mitigated on a case by case basis; therefore, the cumulative impacts to which the proposed project would contribute would be less than significant. In addition, all potential impacts of the proposed project would be reduced to less-than-significant levels with implementation of the mitigation measures included in this Initial Study and compliance with existing regulations. None of these potential impacts are considered cumulatively considerable. Related projects would be subject to the same regulations. Therefore, with mitigation measures incorporated, the proposed project, in conjunction with related projects, would not result in significant cumulatively considerable impacts.

c) **Less-Than-Significant Impact with Mitigation Incorporated**. A significant impact may occur if the proposed project has the potential to cause substantial adverse effects on human beings, either directly or indirectly. All potential impacts of the proposed project have been identified, and mitigation measures have been prescribed, where applicable, to reduce all potential impacts to less-than-significant levels. Upon implementation of mitigation measures included in this Initial Study and compliance with existing regulations, the proposed project would not have the potential to result in substantial adverse impacts on human beings either directly or indirectly.

4.0 LIST OF PREPARERS AND SOURCES CONSULTED

This section also documents all the sources that contributed in the preparation of this IS/MND.

4.1 LEAD AGENCY

City of Inglewood
Economic and Community Development Department
Planning Division
One Manchester Boulevard
Inglewood, CA 90301

Contact: Bernard McCrumby, Planning Manager
(310) 412-5230

4.2 INITIAL STUDY PREPARERS

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Melissa Marquez, Assistant Planner
Kieran Bartholow, Noise
Natasha Mapp, Document Production

4.3 SOURCES CONSULTED

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Appendix A

Air Quality Calculations

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Inglewood Digital Kiosk & Sign Network
Construction Start Date	6/16/2025
Operational Year	2025
Lead Agency	City of Inglewood
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.20
Precipitation (days)	17.8
Location	33.94562856296328, -118.35253432301622
County	Los Angeles-South Coast
City	Inglewood
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	4548
EDFZ	7
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.28

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Other Non-Asphalt Surfaces	0.60	1000sqft	0.01	0.00	0.00	0.00	—	Assume 10 square feet per install, 60 installs.

1.3. User-Selected Emission Reduction Measures by Emissions Sector

Sector	#	Measure Title
Construction	C-2*	Limit Heavy-Duty Diesel Vehicle Idling
Construction	C-3	Use Local Construction Contractors

* Qualitative or supporting measure. Emission reductions not included in the mitigated emissions results.

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.30	1.09	10.1	14.5	0.02	0.32	0.64	0.96	0.29	0.15	0.45	—	3,254	3,254	0.14	0.10	3.04	3,289
Mit.	1.30	1.09	10.1	14.5	0.02	0.32	0.64	0.96	0.29	0.15	0.45	—	3,254	3,254	0.14	0.10	3.04	3,289
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.13	0.11	1.05	1.41	< 0.005	0.03	0.06	0.10	0.03	0.02	0.05	—	335	335	0.01	0.01	0.13	338
Mit.	0.13	0.11	1.05	1.41	< 0.005	0.03	0.06	0.10	0.03	0.02	0.05	—	335	335	0.01	0.01	0.13	338
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Unmit.	0.02	0.02	0.19	0.26	< 0.005	0.01	0.01	0.02	0.01	< 0.005	0.01	—	55.4	55.4	< 0.005	< 0.005	0.02	56.0
Mit.	0.02	0.02	0.19	0.26	< 0.005	0.01	0.01	0.02	0.01	< 0.005	0.01	—	55.4	55.4	< 0.005	< 0.005	0.02	56.0
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	75.0	100	550	150	—	—	150	—	—	55.0	—	—	—	—	—	—	—
Unmit.	—	No	No	No	No	—	—	No	—	—	No	—	—	—	—	—	—	—
Mit.	—	No	No	No	No	—	—	No	—	—	No	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	75.0	100	550	150	—	—	150	—	—	55.0	—	—	—	—	—	—	—
Unmit.	—	No	No	No	No	—	—	No	—	—	No	—	—	—	—	—	—	—
Mit.	—	No	No	No	No	—	—	No	—	—	No	—	—	—	—	—	—	—

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	1.30	1.09	10.1	14.5	0.02	0.32	0.64	0.96	0.29	0.15	0.45	—	3,254	3,254	0.14	0.10	3.04	3,289
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.13	0.11	1.05	1.41	< 0.005	0.03	0.06	0.10	0.03	0.02	0.05	—	335	335	0.01	0.01	0.13	338

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.02	0.02	0.19	0.26	< 0.005	0.01	0.01	0.02	0.01	< 0.005	0.01	—	55.4	55.4	< 0.005	< 0.005	0.02	56.0

2.3. Construction Emissions by Year, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	1.30	1.09	10.1	14.5	0.02	0.32	0.64	0.96	0.29	0.15	0.45	—	3,254	3,254	0.14	0.10	3.04	3,289
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.13	0.11	1.05	1.41	< 0.005	0.03	0.06	0.10	0.03	0.02	0.05	—	335	335	0.01	0.01	0.13	338
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.02	0.02	0.19	0.26	< 0.005	0.01	0.01	0.02	0.01	< 0.005	0.01	—	55.4	55.4	< 0.005	< 0.005	0.02	56.0

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	< 0.005	< 0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	714	714	0.07	0.01	0.00	718
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	< 0.005	< 0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	714	714	0.07	0.01	0.00	718

Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.00	674	674	0.06	0.01	< 0.005	678
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.00	112	112	0.01	< 0.005	< 0.005	112
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3,000
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	No

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	714	714	0.07	0.01	—	718
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Off-Road	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	714	714	0.07	0.01	0.00	718
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	714	714	0.07	0.01	—	718
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Off-Road	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	714	714	0.07	0.01	0.00	718
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.26	1.26	< 0.005	< 0.005	< 0.005	1.28
Area	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	673	673	0.06	0.01	—	677
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Off-Road	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.00	674	674	0.06	0.01	< 0.005	678
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.21	0.21	< 0.005	< 0.005	< 0.005	0.21
Area	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	111	111	0.01	< 0.005	—	112
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Off-Road	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.00	112	112	0.01	< 0.005	< 0.005	112

2.6. Operations Emissions by Sector, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	714	714	0.07	0.01	—	718
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Off-Road	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	714	714	0.07	0.01	0.00	718
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	714	714	0.07	0.01	—	718
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Off-Road	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	714	714	0.07	0.01	0.00	718
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.26	1.26	< 0.005	< 0.005	< 0.005	1.28
Area	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	673	673	0.06	0.01	—	677
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Off-Road	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

Total	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.00	674	674	0.06	0.01	< 0.005	678
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.21	0.21	< 0.005	< 0.005	< 0.005	0.21
Area	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	111	111	0.01	< 0.005	—	112
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Off-Road	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.00	112	112	0.01	< 0.005	< 0.005	112

3. Construction Emissions Details

3.1. Demolition (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.60	1.94	< 0.005	0.05	—	0.05	0.04	—	0.04	—	264	264	0.01	< 0.005	—	265
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.13	0.16	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	21.7	21.7	< 0.005	< 0.005	—	21.8
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	3.59	3.59	< 0.005	< 0.005	—	3.60
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	138	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	63.5	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.9	10.9	< 0.005	< 0.005	0.02	11.1
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.22	5.22	< 0.005	< 0.005	0.01	5.45
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.81	1.81	< 0.005	< 0.005	< 0.005	1.83
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.86	0.86	< 0.005	< 0.005	< 0.005	0.90
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.2. Demolition (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.60	1.94	< 0.005	0.05	—	0.05	0.04	—	0.04	—	264	264	0.01	< 0.005	—	265
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.13	0.16	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	21.7	21.7	< 0.005	< 0.005	—	21.8
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Roa Equipment	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	3.59	3.59	< 0.005	< 0.005	—	3.60
Demoliti on	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	138	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	63.5	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.9	10.9	< 0.005	< 0.005	0.02	11.1
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.22	5.22	< 0.005	< 0.005	0.01	5.45
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.81	1.81	< 0.005	< 0.005	< 0.005	1.83
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.86	0.86	< 0.005	< 0.005	< 0.005	0.90
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Site Preparation (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.42	0.36	3.97	5.44	0.01	0.14	—	0.14	0.13	—	0.13	—	1,122	1,122	0.05	0.01	—	1,126
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.33	0.45	< 0.005	0.01	—	0.01	0.01	—	0.01	—	92.3	92.3	< 0.005	< 0.005	—	92.6
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.06	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.3	15.3	< 0.005	< 0.005	—	15.3
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	138	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	63.5	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.01	< 0.005	0.17	0.07	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	139	139	0.01	0.02	0.32	146
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.9	10.9	< 0.005	< 0.005	0.02	11.1
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.22	5.22	< 0.005	< 0.005	0.01	5.45
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	11.4	11.4	< 0.005	< 0.005	0.01	11.9
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.81	1.81	< 0.005	< 0.005	< 0.005	1.83
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.86	0.86	< 0.005	< 0.005	< 0.005	0.90
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.89	1.89	< 0.005	< 0.005	< 0.005	1.98

3.4. Site Preparation (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.42	0.36	3.97	5.44	0.01	0.14	—	0.14	0.13	—	0.13	—	1,122	1,122	0.05	0.01	—	1,126
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.33	0.45	< 0.005	0.01	—	0.01	0.01	—	0.01	—	92.3	92.3	< 0.005	< 0.005	—	92.6
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.06	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.3	15.3	< 0.005	< 0.005	—	15.3
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	138	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	63.5	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.01	< 0.005	0.17	0.07	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	139	139	0.01	0.02	0.32	146
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.9	10.9	< 0.005	< 0.005	0.02	11.1
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.22	5.22	< 0.005	< 0.005	0.01	5.45
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	11.4	11.4	< 0.005	< 0.005	0.01	11.9
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.81	1.81	< 0.005	< 0.005	< 0.005	1.83
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.86	0.86	< 0.005	< 0.005	< 0.005	0.90
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.89	1.89	< 0.005	< 0.005	< 0.005	1.98

3.5. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.27	0.23	2.55	2.34	0.01	0.08	—	0.08	0.07	—	0.07	—	643	643	0.03	0.01	—	645
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.42	0.38	< 0.005	0.01	—	0.01	0.01	—	0.01	—	106	106	< 0.005	< 0.005	—	106
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.08	0.07	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	17.5	17.5	< 0.005	< 0.005	—	17.6
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	138	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	63.5	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.10	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	21.9	21.9	< 0.005	< 0.005	0.04	22.2
Vendor	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	10.4	10.4	< 0.005	< 0.005	0.01	10.9
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.62	3.62	< 0.005	< 0.005	0.01	3.67
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.73	1.73	< 0.005	< 0.005	< 0.005	1.80
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.6. Building Construction (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	[illegible]	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.27	0.23	2.55	2.34	0.01	0.08	—	0.08	0.07	—	0.07	—	643	643	0.03	0.01	—	645
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.42	0.38	< 0.005	0.01	—	0.01	0.01	—	0.01	—	106	106	< 0.005	< 0.005	—	106
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.08	0.07	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	17.5	17.5	< 0.005	< 0.005	—	17.6

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	138	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	63.5	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.10	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	21.9	21.9	< 0.005	< 0.005	0.04	22.2
Vendor	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	10.4	10.4	< 0.005	< 0.005	0.01	10.9
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.62	3.62	< 0.005	< 0.005	0.01	3.67
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.73	1.73	< 0.005	< 0.005	< 0.005	1.80
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.16	0.13	1.31	1.78	< 0.005	0.05	—	0.05	0.05	—	0.05	—	280	280	0.01	< 0.005	—	281
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.11	0.15	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	23.0	23.0	< 0.005	< 0.005	—	23.1
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	3.81	3.81	< 0.005	< 0.005	—	3.82
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	138	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	63.5	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.9	10.9	< 0.005	< 0.005	0.02	11.1
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.22	5.22	< 0.005	< 0.005	0.01	5.45
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.81	1.81	< 0.005	< 0.005	< 0.005	1.83
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.86	0.86	< 0.005	< 0.005	< 0.005	0.90
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.8. Paving (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.16	0.13	1.31	1.78	< 0.005	0.05	—	0.05	0.05	—	0.05	—	280	280	0.01	< 0.005	—	281
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Roa Equipment	0.01	0.01	0.11	0.15	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	23.0	23.0	< 0.005	< 0.005	—	23.1
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	3.81	3.81	< 0.005	< 0.005	—	3.82
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	138	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	63.5	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.9	10.9	< 0.005	< 0.005	0.02	11.1
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.22	5.22	< 0.005	< 0.005	0.01	5.45
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.81	1.81	< 0.005	< 0.005	< 0.005	1.83
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.86	0.86	< 0.005	< 0.005	< 0.005	0.90
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Mobile source emissions results are presented in Sections 2.6. No further detailed breakdown of emissions is available.

4.1.2. Mitigated

Mobile source emissions results are presented in Sections 2.5. No further detailed breakdown of emissions is available.

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	671	671	0.06	0.01	—	675
undefined	—	—	—	—	—	—	—	—	—	—	—	—	43.1	43.1	< 0.005	< 0.005	—	43.3
Total	—	—	—	—	—	—	—	—	—	—	—	—	714	714	0.07	0.01	—	718
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	671	671	0.06	0.01	—	675
undefined	—	—	—	—	—	—	—	—	—	—	—	—	43.1	43.1	< 0.005	< 0.005	—	43.3
Total	—	—	—	—	—	—	—	—	—	—	—	—	714	714	0.07	0.01	—	718

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	111	111	0.01	< 0.005	—	112
undefined	—	—	—	—	—	—	—	—	—	—	—	—	0.29	0.29	< 0.005	< 0.005	—	0.29
Total	—	—	—	—	—	—	—	—	—	—	—	—	111	111	0.01	< 0.005	—	112

4.2.2. Electricity Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	671	671	0.06	0.01	—	675
undefined	—	—	—	—	—	—	—	—	—	—	—	—	43.1	43.1	< 0.005	< 0.005	—	43.3
Total	—	—	—	—	—	—	—	—	—	—	—	—	714	714	0.07	0.01	—	718
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	671	671	0.06	0.01	—	675
undefined	—	—	—	—	—	—	—	—	—	—	—	—	43.1	43.1	< 0.005	< 0.005	—	43.3
Total	—	—	—	—	—	—	—	—	—	—	—	—	714	714	0.07	0.01	—	718
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	111	111	0.01	< 0.005	—	112

undefine	—	—	—	—	—	—	—	—	—	—	—	—	0.29	0.29	< 0.005	< 0.005	—	0.29
Total	—	—	—	—	—	—	—	—	—	—	—	—	111	111	0.01	< 0.005	—	112

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.2.4. Natural Gas Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	N	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Architectural Coatings	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.3.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Architectural Coating	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

4.4.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

4.5.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.6.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
aily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.7.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.4. Soil Carbon Accumulation By Vegetation Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.5. Above and Belowground Carbon Accumulation by Land Use Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM1 E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.6. Avoided and Sequestered Emissions by Species - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Remove	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	6/16/2025	7/25/2025	5.00	30.0	Dig Pothole
Site Preparation	Site Preparation	6/16/2025	7/25/2025	5.00	30.0	Drill Footing; Install column footing
Building Construction	Building Construction	6/16/2025	9/5/2025	5.00	60.0	Cladding Displays Cabinets; Connect Displays
Paving	Paving	6/16/2025	7/25/2025	5.00	30.0	Repair Median/Sidewalk

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	4.00	33.0	0.73
Demolition	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Site Preparation	Bore/Drill Rigs	Diesel	Average	1.00	8.00	83.0	0.50
Site Preparation	Cranes	Diesel	Average	1.00	4.00	367	0.29
Site Preparation	Skid Steer Loaders	Diesel	Average	1.00	8.00	71.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	4.00	367	0.29
Building Construction	Aerial Lifts	Diesel	Average	1.00	8.00	46.0	0.31
Paving	Cement and Mortar Mixers	Diesel	Average	1.00	6.00	10.0	0.56

Paving	Paving Equipment	Diesel	Average	1.00	6.00	81.0	0.42

5.2.2. Mitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	4.00	33.0	0.73
Demolition	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Site Preparation	Bore/Drill Rigs	Diesel	Average	1.00	8.00	83.0	0.50
Site Preparation	Cranes	Diesel	Average	1.00	4.00	367	0.29
Site Preparation	Skid Steer Loaders	Diesel	Average	1.00	8.00	71.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	4.00	367	0.29
Building Construction	Aerial Lifts	Diesel	Average	1.00	8.00	46.0	0.31
Paving	Cement and Mortar Mixers	Diesel	Average	1.00	6.00	10.0	0.56
Paving	Paving Equipment	Diesel	Average	1.00	6.00	81.0	0.42

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	10.0	18.5	LDA,LDT1,LDT2
Demolition	Vendor	2.00	10.2	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	0.00	0.00	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	10.0	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	2.00	10.2	HHDT,MHDT
Site Preparation	Hauling	2.00	20.0	HHDT

Site Preparation	Onsite truck	0.00	0.00	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	10.0	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	2.00	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	0.00	—	HHDT
Paving	—	—	—	—
Paving	Worker	10.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	2.00	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	0.00	0.00	HHDT

5.3.2. Mitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	10.0	18.5	LDA,LDT1,LDT2
Demolition	Vendor	2.00	10.2	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	0.00	0.00	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	10.0	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	2.00	10.2	HHDT,MHDT
Site Preparation	Hauling	2.00	20.0	HHDT
Site Preparation	Onsite truck	0.00	0.00	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	10.0	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	2.00	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT

Building Construction	Onsite truck	0.00	—	HHDT
Paving	—	—	—	—
Paving	Worker	10.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	2.00	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	0.00	0.00	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Control Strategies Applied	PM10 Reduction	PM2.5 Reduction
Sweep paved roads once per month	15%	15%

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (Cubic Yards)	Material Exported (Cubic Yards)	Acres Graded (acres)	Material Demolished (Ton of Debris)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	30.0	—
Site Preparation	0.00	60.0	0.00	0.00	—
Paving	0.00	0.00	0.00	0.00	0.01

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction

Water Exposed Area	2	61%	61%
Water Demolished Area	2	36%	36%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Other Non-Asphalt Surfaces	0.01	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2025	0.00	349	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	0.00	0.00	0.00	30.0	0.00	0.00	0.00	600

5.9.2. Mitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.1.2. Mitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	0.00	0.00	36.0

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.10.4. Landscape Equipment - Mitigated

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Other Non-Asphalt Surfaces	702,720	349	0.0330	0.0040	0.00

5.11.2. Mitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)

Other Non-Asphalt Surfaces	702,720	349	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Other Non-Asphalt Surfaces	0.00	0.00

5.12.2. Mitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Other Non-Asphalt Surfaces	0.00	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Other Non-Asphalt Surfaces	0.00	—

5.13.2. Mitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Other Non-Asphalt Surfaces	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced

5.14.2. Mitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Air Compressors	Electric	Average	1.00	8.00	46.0	0.45

5.15.2. Mitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Air Compressors	Electric	Average	1.00	8.00	46.0	0.45

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)

5.17. User Defined

Equipment Type	Fuel Type

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1.2. Mitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.1.2. Mitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

5.18.2.2. Mitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	5.03	annual days of extreme heat
Extreme Precipitation	5.60	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	1	4	1
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	5	1	4	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	1	4	1
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	5	1	4	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	29.9
AQ-PM	80.7

AQ-DPM	45.7
Drinking Water	53.5
Lead Risk Housing	99.6
Pesticides	30.3
Toxic Releases	91.3
Traffic	43.6
Effect Indicators	—
CleanUp Sites	0.00
Groundwater	26.2
Haz Waste Facilities/Generators	31.5
Impaired Water Bodies	0.00
Solid Waste	0.00
Sensitive Population	—
Asthma	92.4
Cardio-vascular	86.8
Low Birth Weights	39.5
Socioeconomic Factor Indicators	—
Education	89.1
Housing	58.8
Linguistic	85.2
Poverty	54.0
Unemployment	70.9

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	27.89683049

Employed	43.98819453
Median HI	23.86757346
Education	—
Bachelor's or higher	19.41485949
High school enrollment	100
Preschool enrollment	56.51225459
Transportation	—
Auto Access	25.92069806
Active commuting	72.65494675
Social	—
2-parent households	61.28576928
Voting	23.00782754
Neighborhood	—
Alcohol availability	4.516874118
Park access	51.94405235
Retail density	94.40523547
Supermarket access	94.25125112
Tree canopy	14.48736045
Housing	—
Homeownership	40.03592968
Housing habitability	13.10150135
Low-inc homeowner severe housing cost burden	13.78159887
Low-inc renter severe housing cost burden	15.83472347
Uncrowded housing	7.827537534
Health Outcomes	—
Insured adults	23.32862826
Arthritis	53.0
Asthma ER Admissions	12.4

High Blood Pressure	48.4
Cancer (excluding skin)	80.0
Asthma	37.3
Coronary Heart Disease	25.9
Chronic Obstructive Pulmonary Disease	37.6
Diagnosed Diabetes	8.5
Life Expectancy at Birth	19.1
Cognitively Disabled	26.7
Physically Disabled	50.9
Heart Attack ER Admissions	14.1
Mental Health Not Good	19.7
Chronic Kidney Disease	14.8
Obesity	11.8
Pedestrian Injuries	77.3
Physical Health Not Good	13.1
Stroke	26.0
Health Risk Behaviors	—
Binge Drinking	65.1
Current Smoker	28.8
No Leisure Time for Physical Activity	17.1
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	10.0
Elderly	88.2
English Speaking	8.2
Foreign-born	84.7
Outdoor Workers	68.8

Climate Change Adaptive Capacity	—
Impervious Surface Cover	15.9
Traffic Density	50.3
Traffic Access	87.4
Other Indices	—
Hardship	86.2
Other Decision Support	—
2016 Voting	11.8

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	75.0
Healthy Places Index Score for Project Location (b)	32.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	Yes
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification

Construction: Construction Phases	Construction would occur over 1 month in summer 2025 and 1 month in summer 2026. 30 days of Demo/Site Prep/Paving in 2025 & 2026, 60 days of screen installs/connections in 2025 & 2026.
Construction: Off-Road Equipment	Equipment inventories provided by client.
Construction: Trips and VMT	Maximum 5 workers per day per site. 1 x flatbed for Demo and Panel installs. 1 x work/concrete truck for median/sidewalk repair. 1 x dump truck + 1 x flatbed truck for footing.
Operations: Energy Use	From Applicant: 11,712 kWh/year per kiosk x 60 kiosks
Operations: Off-Road Equipment	Assume 25% of sites need repair/maintenance service per year.

https://www.cityofinglewood.org/DocumentCenter/View/21069/WOW---Kiosk-MND-2025

EXHIBIT 5

THIS NOTICE WAS POSTED

ON April 17 2025

UNTIL May 19 2025

Print Form

Notice of Determination

REGISTRAR – RECORDER/COUNTY CLERK

Appendix D

To:

☐ Office of Planning and Research

U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Rm 113, Sacramento, CA 95814

☒ County Clerk
County of: Los Angeles
Address: 12400 Imperial Highway
Norwalk, CA 90650

From:
Public Agency: City of Inglewood Development Services Dept.
Address: One West Manchester Boulevard
Inglewood, CA 90301
Contact: Bernard McCrumby
Phone: (310) 412-5230

Lead Agency (if different from above):
Address:
Contact:
Phone:

2025 078361
FILED
Apr 17 2025

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2025030243

Project Title: Digital Kiosk Network

Project Applicant: WOW Media

Project Location (include county): Various locations along Century Boulevard, Manchester Boulevard, Florence Avenue, and Prairie Avenue in the City of Inglewood

Project Description:

The proposed project consists of the installation of digital street signs and kiosks in 20 generally designated areas along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City of Inglewood. A total of 60 digital signs and 108 digital screens would be installed in one or two phases. The full motion digital signs would be installed within the public right-of-way (ROW) along the sidewalks and within the center medians along the designated roadways, no further than 2000 feet of the generally designated areas based on the City collaboration, utility and visibility considerations, and American Disabilities Act (ADA) compliance.

This is to advise that the City of Inglewood (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on 4/15/25 (date) and has made the following determinations regarding the above described project.

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☐ was ☒ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☐ were ☒ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:
City of Inglewood Development Services Department, One West Manchester Boulevard, Inglewood, CA 90301

Signature (Public Agency): Title: Planning Manager

Date: 4/16/2025 Date Received for filing at OPR:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

EXHIBIT 6

Docusign Envelope ID: 2BC22CE1-3893-459C-90B1-3A124CB64BCC

MURPHY'S BOWL LLC
3930 W. Century Blvd
Inglewood, CA 90303

July 15, 2025

VIA MESSENGER AND US MAIL

City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301
Attention: City Manager

Office of the City Attorney
One Manchester Boulevard
Inglewood, CA 90301
Attention: City Attorney

Kane, Ballmer & Berkman
515 S. Figueroa Street, Suite 1850
Los Angeles, California 90071
Attention: Royce K. Jones

Re: Notice of Default – IBEC Development Agreement

Dear City of Inglewood:

Reference is hereby made to that certain Development Agreement by and between the City of Inglewood ("City") and Murphy's Bowl LLC ("Murphy's Bowl") entered into as of September 15, 2020 (the "Development Agreement"). Capitalized terms and section references used but not otherwise defined herein shall have the meanings set forth in the Development Agreement. The City and Murphy's Bowl are Parties to the Development Agreement.

The City has failed to keep, observe, and/or perform its covenants, duties and obligations under the Development Agreement and, in accordance with Sections 22.2 and 24.1 of the Development Agreement, this letter serves as formal written notice of default to the City from Murphy's Bowl, the Developer of the Inglewood Basketball Entertainment Center ("IBEC") under the Development Agreement.

The City approved a so-called Lease and Development Agreement with WOW Media, Inc. (the "Billboard Agreement") between the City and WOW Media, Inc. ("WOW"), on April 15, 2025, which conveyed broad rights to WOW to construct off-site signage in the public right-of-way directly adjacent to IBEC, including the Intuit Dome arena (the "Arena"). Any

Docusign Envelope ID: 2BC22CE1-3893-459C-90B1-3A124CB64BCC

enforcement of the Billboard Agreement's purported grant to WOW of exclusive control over the contents of signage adjacent to IBEC and elsewhere in the City, would constitute a breach of multiple City covenants, duties and/or obligations under the Development Agreement, including but not limited to Sections 7.2.3, 8.1 and 8.2, as well as the express covenants of good faith cooperation and further assurances embodied in common law and Section 37. Each of these failures, as further outlined below, constitutes a default under the Development Agreement and, unless fully cured within 30 days after receipt of this notice, each such uncured default shall automatically become an "Event of City Default" under Section 22.2 of the Development Agreement. Thus, this notice is issued by the Complaining Party to demand that the City immediately cease all action to implement the Billboard Agreement, to the extent they involve granting of exclusivity of the content on the billboards, and cure the events of default identified in this notice within 30 days, as required by the Development Agreement.

Specific events of Default are as follows:

1. Breach of Vested Rights and Zoning Protections (Sections 8; 8.2): The Billboard Agreement authorizes multiple off-site advertising signs immediately adjacent to IBEC (at least 18 new signs, each potentially as high as 22 feet) are located in and around the public right-of-way located within 1,000 feet of the IBEC off-site signs. Including multiple signs in the sidewalk. Section 8.2 explicitly states that "any action or proceeding of City (whether enacted by the legislative body or the electorate) undertaken without the consent of Developer, that has any of the following effects on the Project shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws:…(e)… changing the …signage provisions". Additionally, any "action or proceeding…(g) changing Existing City Laws that causes an adverse impact on the use, operation, functionality, accessibility, or **economic competitiveness** of the Arena or Project" (emphasis added) and is taken without consent of Murphy's Bowl, also shall be considered in conflict with the Developer's vested rights, the Development Agreement, and Inglewood's Existing City Laws. The Billboard Agreement purports to grant exclusive authority over the new digital display's contents to WOW, and allows billboards in the public right-of-way, despite a prohibition in the municipal code. Accordingly, by approving the Billboard Agreement without Murphy's Bowl's consent, that is contrary to the City Laws that existed in 2020, permitting new billboards adjacent to the IBEC perimeter, and granting WOW the unimpeded right to sell advertising signage to competitors of advertisers/sponsors of Intuit Dome and undercut the Developer's ability to sell future advertising and signage rights, the City has unilaterally enacted a change to the signage provisions, and materially and adversely impacts the Arena and Project's economic competitiveness, placing the City in direct violation of Section 8.2.

2. Violation of Good Faith Cooperation and Further Assurances (Section 37): The Billboard Agreement cedes exclusive authority over the content of all future signage to WOW, only providing that the "TIN shall not contain obscene material" and that "[e]xcept as expressly prohibited, **all other advertising content shall be permissible**" (emphasis

Docusign Envelope ID: 2BC22CE1-3893-459C-90B1-3A124CB64BCC

added). Section 8 of the Billboard Agreement provides in pertinent part: "WOW shall also have the right to license or rent the use of the [digital displays], or any portion of them, to carry traditional off-site advertisements from national and local advertisers…City hereby grants to WOW the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces." Ceding control of the content of these signs to WOW jeopardizes the ability of the City and Murphy's Bowl to satisfy all of the requirements of the NBA All Star Game, the Olympics, and other major events with respect to "clean zones" and may impact Murphy's Bowl's key sponsorship agreements that are intended to fund the cost of these global events, both for the currently planned events and for any of these future events to be held in Inglewood (for the next 40 years). Thus, authorizing the WOW signage violates the City's obligation under Section 37 of the Development Agreement to cooperate in good faith with the Developer and uphold the Development Agreement's purpose – namely, to allow the Property to operate as a large, state-of-the-art arena capable of attracting major sports organizations and events. By enabling WOW to sell advertising that directly competes with Intuit Dome's existing and prospective sponsors, directly adjacent to the Intuit Dome, the City has failed to take the actions necessary to protect Murphy's Bowl's vested rights and effectuate the Development Agreement's objectives, as required by the covenant of further assurances in Section 37.

3. Violation of Commitment to No Further Exactions (Section 7.2.3): Intuit Dome has entered into naming rights arrangements and other sponsorships. In recognition of the extraordinary private investment in building the Arena, the City agreed "in no event shall there be any Exaction imposed upon or revenue sharing with respect to on-site Project signage, sponsorship or naming rights, personal seat licenses, or similar use rights in connection with the Project." The City has undermined its express commitment in Section 7.2.3 to protect this signage and sponsorship revenue by entering into a conflicting arrangement that would authorize City revenue sharing from signage located illegally in the public right-of-way adjacent to IBEC, with advertisers that *compete* with the Arena sponsors, while directly benefiting from proximity to Intuit Dome. In essence, the City's share of the WOW signage revenue is simply an indirect appropriation of the sponsorship and advertising revenues that were generated by Developer's more than $2 billion in private investment in Inglewood.

Per Section 24.2 of the Development Agreement, the City is hereby provided with 30 days from receipt of this notice to cure the above-referenced defaults. Specifically, and as critical acts in effecting cures for such defaults, Murphy's Bowl demands that the City refrain from issuing any permits or taking any action to implement the Billboard Agreement and take all necessary steps to void its execution.

This notice does not constitute a complete listing of all disputes, defaults, or remedies of Murphy's Bowl under the Development Agreement, nor does it waive or modify any of Murphy's Bowl's rights or remedies. Murphy's Bowl expressly reserves all rights, privileges,

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powers, claims and remedies available to it at law and in equity, including but not limited to the right to seek specific performance and injunctive relief in addition to attorneys' fees and costs, as provided in Sections 23 and 25, should the City fail to timely and adequately cure the defaults as identified herein.

[Signature appears on the following page.]

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Sincerely,

MURPHY'S BOWL LLC

Signed by:
By: Brandt Vaughan
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Name: Brandt A. Vaughan
Title: Manager

EXHIBIT 7

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KIA FORUM

July 15, 2025

VIA MESSENGER AND U.S. MAIL

City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301
Attention: City Manager

Office of the City Attorney
One Manchester Blvd.
Inglewood, CA 90301
Attention: City Attorney

Kane, Ballmer & Berkman
515 S. Figueroa Street, Suite 1850
Los Angeles, California 90071
Attention: Royce K. Jones

Re: Notice of Default – Development Agreement (The Forum)

Dear City of Inglewood:

Reference is hereby made to that certain Development Agreement (the Forum) effective June 25, 2012 and recorded July 12, 2012 as Instrument No. 20121033769 of the Official Records of Los Angeles County, California the "Development Agreement"). Capitalized terms and section references used but not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The City of Inglewood (the "City") has failed to keep, observe, and/or perform its covenants, duties and obligations under the Development Agreement and, in accordance with Section 21.2 of the Development Agreement, this letter serves as formal written notice of default to the City from Forum Entertainment LLC, a Delaware limited liability company ("Forum Entertainment"), the Landowner under the Development Agreement. The City and Forum Entertainment are Parties to the Development Agreement.

The City approved a so-called Lease and Development Agreement with WOW Media, Inc. (the "Billboard Agreement") between the City and WOW Media, Inc. ("WOW"), on April 15, 2025, which conveyed broad rights to WOW to construct off-site signage in the public right-of-way directly adjacent to the Forum. Any approval of billboards located within 1,000 feet of the Forum, or enforcement of the Billboard Agreement's purported grant to WOW of exclusive

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control over the contents of signage adjacent to the Forum and elsewhere in the City, would constitute a breach of multiple City covenants, duties and obligations under the Development Agreement, including but not limited to Sections 7.2, 8 and 8.1, as well as the express covenants of good faith cooperation and further assurances embodied in common law and Section 36. Each of these failures, as further outlined below, constitute a default under the Development Agreement and, unless fully cured within 30 days after delivery of this notice, each such uncured default shall automatically become an "Event of City Default" under Section 21.2 of the Development Agreement. Thus, this notice is issued by Landowner to demand that the City immediately cease all action to implement the Billboard Agreement, to the extent they involve the construction of any signage within 1,000 feet of the Forum perimeter, or granting of exclusivity of the content on the billboards, and cure the events of default identified in this notice within 30 days, as required by the Development Agreement.

Specific events of Default are as follows:

1. Breach of Vested Rights and Zoning Protections (Sections 8; 8.1): The Billboard Agreement authorizes multiple off-site advertising signs immediately adjacent to the Forum (at least 6 new signs, each potentially as high as 22 feet) and located within 1,000 feet of the existing off-site signs at the Forum. Per Section 8 of the Development Agreement, the WOW signs would be contrary to the vested rights the Forum has in the zoning limitations that were in place in 2012 when the Development Agreement was originally approved, which included a limitation on other billboards within 1,000 feet of approved signage. Furthermore, Section 8.1 explicitly states that "any action or proceeding of City (whether enacted by the legislative body or the electorate) undertaken without the consent of Landowner, that has any of the following effects on the Project shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws:…(a)… changing the …signage provisions". Additionally, any "action or proceeding…(b) changing Existing City Laws that directly causes a material adverse impact on the use, operation, functionality, accessibility, or **economic competitiveness** of the Forum" (emphasis added) and is taken without consent of the Forum, also shall be considered in conflict with the Forum's vested rights, the Development Agreement, and Inglewood's Existing City Laws. Accordingly, by approving the Billboard Agreement without the Forum's consent, that is contrary to the City Laws that existed in 2012, permitting new billboards within 1,000 of the Forum, and granting WOW the unimpeded right to sell advertising signage to competitors of advertisers/sponsors of the Forum and undercut the Forum's ability to sell future advertising and signage rights, the City has unilaterally enacted a change to the signage provisions, and materially and adversely impacts the Forum's economic competitiveness, placing the City in direct violation of Section 8.1.

2. Violation of Good Faith Cooperation and Further Assurances (Section 36): The Billboard Agreement cedes exclusive authority over the content of all future signage to WOW, only providing that the "TIN shall not contain obscene material" and that "[e]xcept as expressly prohibited, **all other advertising content shall be permissible**" (emphasis

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added). Section 8 of the Billboard Agreement provides in pertinent part: "WOW shall also have the right to license or rent the use of the [digital displays], or any portion of them, to carry traditional off-site advertisements from national and local advertisers…City hereby grants to WOW the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces." Ceding control of the content of these signs to WOW jeopardizes the ability of the City and the Forum to satisfy all of the requirements of the Olympics and NBA All Star Game with respect to "clean zones" and may impact the Forum's key sponsorship agreements that are intended to fund the cost of these global events, both for the currently planned events and for any of these future events to be held in Inglewood (for the next 40 years). Thus, authorizing the WOW signage violates the City's obligation under Section 36 of the Development Agreement to cooperate in good faith with the Forum and uphold the Development Agreement's purpose – namely, to allow the Property to operate as a large, state-of-the-art venue capable of attracting major entertainment organizations and events. By enabling WOW to sell advertising that directly competes with the Forum's existing and prospective sponsors, the City has failed to take the actions necessary to protect the Forum's vested rights and effectuate the Development Agreement's objectives, as required by the covenant of further assurances in Section 36.

3. Violation of Commitment to No Further Exactions (Section 7.2): The Forum has entered into naming rights arrangements and other sponsorships. In recognition of the extraordinary private investment in renovating the Forum, the City agreed not to impose additional Exactions on its use or operation, including any City-imposed costs or obligations related to on- or off-site improvements. The City has breached this commitment by entering into a conflicting arrangement that imposes an unforeseen financial burden on the Forum's off-site signage revenue – specifically, by authorizing City revenue sharing from signage located illegally in the public right-of-way adjacent to the Forum, with advertisers that *compete* with the Forum sponsors while directly benefitting from proximity to the Forum. In essence, the City's share of the WOW signage revenues is simply an indirect appropriation of the sponsorship and advertising revenues that were generated by the Forum's multi-million dollars in private investment.

Per Section 21.2 of the Development Agreement, the City is hereby provided with 30 days from delivery of this notice to cure the above-referenced defaults. Specifically, and as critical acts in effecting cures for such defaults, the Forum demands that the City refrain from issuing any permits or taking any action to implement the Billboard Agreement and take all necessary steps to void its execution.

This notice does not constitute a complete listing of all disputes, defaults, or remedies of the Forum under the Development Agreement, nor does it waive or modify any of the Forum's rights or remedies. The Forum expressly reserves all rights, privileges, powers, claims and remedies available to it at law and in equity, including but not limited to the right to seek specific

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performance and injunctive relief in addition to attorneys' fees and costs, as provided in Sections 21.2 and 24, should the City fail to timely and adequately cure the defaults as identified herein.

[Signature appears on the following page.]

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Sincerely,

Signed by:
Brandt Vaughan
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Brandt A. Vaughan, Authorized Signatory for Forum Entertainment LLC