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11 *Attorneys for Plaintiffs*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES, SOUTHWEST DISTRICT
14 TORRANCE COURTHOUSE

15 PINCAY RE, LLC; HOLLYWOOD PARK
16 RESIDENTIAL INVESTORS, LLC;
HOLLYWOOD PARK RETAIL/
17 COMMERCIAL INVESTORS, LLC; HPMU4
LA, LLC; STADCO LA, LLC;
18 PERFORMANCE COMPANY LA, LLC; HP
RESIDENTIALCO 2021, LLC; HP
19 RESIDENTIALCO 2023, LLC; HP HOTEL
RE, LLC; HPMU11 LA, LLC; HP RETAIL
20 VENU ECO, LLC; and
HOLLYWOOD PARK RETAIL PHASE I,
21 LLC,

22 Plaintiffs,

23 vs.

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

25 Defendants.

26
27 1. Plaintiffs Pincay RE, LLC; Hollywood Park Residential Investors, LLC;
28 Hollywood Park Retail/Commercial Investors, LLC; HPMU4 LA, LLC; Stadco LA, LLC;

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By C. Nava, Deputy Clerk

Case No. **25TRCV04256**

COMPLAINT FOR:

1. DECLARATORY RELIEF

**2. COMMON COUNT: GOODS AND
SERVICES RENDERED (*QUANTUM
MERUIT*)**

JURY TRIAL DEMANDED

1 Performance Company LA, LLC; HP ResidentialCo 2021, LLC; HP ResidentialCo 2023, LLC;
2 HP Hotel RE, LLC; HPMU11 LA, LLC; HP Retail VenueCo, LLC; and Hollywood Park Retail
3 Phase I, LLC (collectively “Hollywood Park”) hereby allege as follows:

4 **NATURE OF THE ACTION**

5 2. In 2011, the City of Inglewood (the “City”) was on the brink of bankruptcy, barely
6 able to pay its employees and suffering from 17 percent unemployment. Today, the City’s
7 unemployment rate has dropped to 4.7 percent, total real estate values have increased from \$9
8 billion to \$17 billion, and Inglewood has once again become known as the “City of Champions.”
9 What happened? Hollywood Park—a privately funded, multi-billion dollar mixed-use
10 development project anchored by SoFi Stadium and YouTube Theater (the “Project”)—happened.

11 3. The Project required enormous up-front investment—which the City could not
12 afford. Hollywood Park was willing and able to make that investment in exchange for the City’s
13 agreement (among many other things) to vest local ordinances and regulations for the benefit of
14 Hollywood Park, cooperate in bringing in sports teams and events to the City, and eventually—
15 after the Project generated tax revenue for the City above certain minimum thresholds—reimburse
16 Hollywood Park for public infrastructure improvements and public services. This development
17 deal was memorialized in the 2015 Amended and Restated Development Agreement between the
18 City and Hollywood Park (the “Development Agreement”). **EXHIBIT A.** To quote the City’s
19 Mayor, the Development Agreement was “the best financial arrangement in the history of stadium
20 deals in this country.”¹

21 4. But after Hollywood Park invested billions of dollars and helped revitalize the
22 “City of Champions,” the City suddenly changed its tune when the time came to begin
23 reimbursing Hollywood Park. This complaint results from the City pulling the rug out from
24 Hollywood Park by refusing to perform its own obligations, despite a *decade* of prior performance

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26 ¹ “Inglewood, Calif., Celebrates Stadium Deal, Awaits NFL Team,” *The Augusta Chronicle*,
27 <https://www.augustachronicle.com/story/sports/nfl/2015/02/25/inglewood-calif-celebrates-stadium-deal-awaits-nfl-team/14377529007/?gnt-cfr=1&gca-cat=p&gca-uir=true&gca-epi=z113731d00----v113731b0037xxd003765&gca-ft=149&gca-ds=sophi>.
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1 by both parties and mutual reliance on the Development Agreement. As the City’s Mayor put it,
2 the City remains “very happy with what [Hollywood Park did] with Sofi and related facilities,” but
3 refuses to uphold its end of the bargain, because it has self-servingly decreed, after all this time,
4 that the Development Agreement governing the entire Project is “void.” **EXHIBITS B** at 1, **C** at
5 1.

6 5. The City’s new position smacks of bad faith. Its announcement that the
7 Development Agreement is void comes only *after* the Project was painstakingly built in reliance
8 upon the Development Agreement, and after the City has reaped enormous benefits from the
9 economic boon created by the Project. In the City’s last fiscal year alone, publicly ticketed events
10 at SoFi Stadium and YouTube Theater generated millions in admissions and parking tax revenue
11 for the City.

12 6. The dimensions and depths of Hollywood Park’s gargantuan investment to date
13 cannot be overstated. Over 12 million worker hours were invested to construct SoFi stadium.
14 Throughout years of hard toils and groundbreaking development, Hollywood Park navigated
15 complex negotiations with the National Football League, record-breaking rainfall, COVID-19, and
16 many other challenges costing billions of dollars. All the while, the City encouraged the Project,
17 recognizing the remarkable success and economic growth it was sure to bring. Among other
18 things, the City repeatedly affirmed the enforceability of the Development Agreement, including
19 through numerous estoppel certificates the City executed, pledging to financial institutions that the
20 City’s promises under the Development Agreement remained valid, binding, and enforceable.
21 Now, the City is repudiating all of that, in a brazen, cynical effort to avoid making the payments it
22 promised to make, for rich benefits it has already received.

23 7. The stakes could not be higher for Hollywood Park. Not only has the City
24 repudiated its obligation to reimburse Hollywood Park millions of dollars for completed public
25 infrastructure improvements and public services, it has also called into question the vesting
26 provisions protecting Hollywood Park’s development against subsequent regulatory changes; the
27 City’s commitments regarding revenue sharing, sponsorships, and cooperation in attracting major
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1 with the other entities of Hollywood Park, holds property interests in the Project and is an original
2 party to the Development Agreement with the City.

3 12. Plaintiff Hollywood Park Retail/Commercial Investors, LLC is a limited liability
4 company organized under the laws of Delaware. Hollywood Park Retail/Commercial Investors,
5 LLC, in connection with the other entities of Hollywood Park, collectively holds property interests
6 in the Project and is an original party to the Development Agreement with the City.

7 13. Plaintiff HPMU4 LA, LLC is a limited liability company organized under the laws
8 of Delaware. HPMU4 LA, LLC, in connection with the other entities of Hollywood Park,
9 collectively holds property interests in the Project and became a party to the Development
10 Agreement, per Sections 18 and 33 of the Development Agreement and Section 65868.5 of the
11 Government Code, after it acquired a property interest in the Project.

12 14. Plaintiff Stadco LA, LLC is a limited liability company organized under the laws of
13 Delaware. Stadco LA, LLC, in connection with the other entities of Hollywood Park, collectively
14 holds property interests in the Project and became a party to the Development Agreement, per
15 Sections 18 and 33 of the Development Agreement and Section 65868.5 of the Government Code,
16 after it acquired a property interest in the Project.

17 15. Plaintiff Performance Company LA, LLC is a limited liability company organized
18 under the laws of Delaware. Performance Company LA, LLC, in connection with the other
19 entities of Hollywood Park, collectively holds property interests in the Project and became a party
20 to the Development Agreement, per Sections 18 and 33 of the Development Agreement and
21 Section 65868.5 of the Government Code, after it acquired a property interest in the Project.

22 16. Plaintiff HP ResidentialCo 2021, LLC is a limited liability company organized
23 under the laws of Delaware. HP ResidentialCo 2021, LLC, in connection with the other entities of
24 Hollywood Park, collectively holds property interests in the Project and became a party to the
25 Development Agreement, per Sections 18 and 33 of the Development Agreement and Section
26 65868.5 of the Government Code, after it acquired a property interest in the Project.

27 17. Plaintiff HP ResidentialCo 2023, LLC is a limited liability company organized
28 under the laws of Delaware. HP ResidentialCo 2023, LLC, in connection with the other entities of

1 Hollywood Park, collectively holds property interests in the Project and became a party to the
2 Development Agreement, per Sections 18 and 33 of the Development Agreement and Section
3 65868.5 of the Government Code, after it acquired a property interest in the Project.

4 18. Plaintiff HP Hotel RE, LLC is a limited liability company organized under the laws
5 of Delaware. HP Hotel RE, LLC, in connection with the other entities of Hollywood Park,
6 collectively holds property interests in the Project and became a party to the Development
7 Agreement, per Sections 18 and 33 of the Development Agreement and Section 65868.5 of the
8 Government Code, after it acquired a property interest in the Project.

9 19. Plaintiff HPMU11 LA, LLC is a limited liability company organized under the
10 laws of Delaware. HPMU11 LA, LLC, in connection with the other entities of Hollywood Park,
11 collectively holds property interests in the Project and became a party to the Development
12 Agreement, per Sections 18 and 33 of the Development Agreement and Section 65868.5 of the
13 Government Code, after it acquired a property interest in the Project.

14 20. Plaintiff HP Retail VenueCo, LLC is a limited liability company organized under
15 the laws of Delaware. HP Retail VenueCo, LLC, in connection with the other entities of
16 Hollywood Park, collectively holds property interests in the Project and became a party to the
17 Development Agreement, per Sections 18 and 33 of the Development Agreement and Section
18 65868.5 of the Government Code, after it acquired a property interest in the Project.

19 21. Plaintiff Hollywood Park Retail Phase I, LLC is a limited liability company
20 organized under the laws of Delaware. Hollywood Park Retail Phase I, LLC, in connection with
21 the other entities of Hollywood Park, collectively holds property interests in the Project and
22 became a party to the Development Agreement, per Sections 18 and 33 of the Development
23 Agreement and Section 65868.5 of the Government Code, after it acquired a property interest in
24 the Project.

25 22. Defendant City of Inglewood is a municipal corporation, chartered and formed
26 under the Constitution of the State of California and the City's Charter. The City of Inglewood is
27 a party to the Development Agreement with Hollywood Park.

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1 residential units, retail and commercial space, creative office space, public parks, and now two
2 premier sports and entertainment venues.

3 29. Projects like this take years to develop and require cooperation and detailed
4 contracts between developers and cities. Accordingly, on August 7, 2009, the City and
5 Hollywood Park’s predecessors entered into a statutory development agreement (the “2009
6 Agreement”) pursuant to Government Code section 65864, *et seq.* The 2009 Agreement
7 established the initial framework for developing the Project, including land-use entitlements,
8 development standards, and infrastructure obligations. Pursuant to that agreement, the multi-
9 billion dollar Project was to be developed entirely with private funds. However, the 2009
10 Agreement did not account for the development of an NFL stadium or include as part of the
11 Project an additional 60 acres on the northern end of the former Hollywood Park Racetrack, which
12 at that time was owned by a different entity.

13 **B. The 2015 Amended and Restated Development Agreement**

14 30. In 2011, the City was in dire financial straits—facing imminent bankruptcy and an
15 impending inability to make payroll. For all of its problems, however, the Hollywood Park
16 Racetrack site at the center of the City, which was the largest contiguous development opportunity
17 in urban Southern California at the time, remained a valuable asset. This site presented a
18 promising opportunity to construct a new football stadium and to bring the NFL back to Los
19 Angeles for the first time in over 20 years.

20 31. The 2009 Agreement for Hollywood Park, however, did not contemplate a new
21 professional sports stadium or the necessary supporting infrastructure. To facilitate the addition of
22 the new stadium, substantial amendments to the 2009 Agreement and underlying land use
23 entitlements were required—including modifications to height limits, parking requirements,
24 signage rights, and development densities.

25 32. To bridge that gap, in 2015, Hollywood Park prepared, and the City supported, a
26 voter-sponsored initiative to amend the 2009 Agreement to permit the construction of what would
27 become SoFi Stadium. After sufficient signatures were collected in support of the initiative, the
28 City adopted it unanimously in accordance with Section 9215(a) of the Elections Code. Following

1 the adoption of the initiative, the City and Hollywood Park fully executed the Amended and
2 Restated Development Agreement (the “Development Agreement”) on April 15, 2015.

3 33. That same year, Mr. E. Stanley Kroenke, Hollywood Park’s principal and owner of
4 the Rams football team, announced plans to relocate the Rams to Inglewood. The Chargers also
5 announced plans to relocate to the City. The City, and its Mayor James T. Butts especially,
6 publicly celebrated and encouraged Mr. Kroenke’s plan.

7 34. No one, including the City, challenged the enacted Development Agreement within
8 the 90-day limitations period under Section 65009(c)(1)(D) of the Government Code. In fact, the
9 City celebrated the Agreement as a watershed moment that would change the City for the better.

10 35. What made the Development Agreement so attractive to the City was it did “not
11 include any taxpayer dollars to build the stadium, though [Hollywood Park] could recoup tens of
12 millions of dollars in costs ranging from installing streetlights and fire hydrants to running shuttle
13 buses and providing officers as security on game days.”² Under Section 15.3 of the Development
14 Agreement, the City promised to reimburse Hollywood Park for public infrastructure
15 improvements (like roads, sewer lines, and streetlights) and public services (like police and
16 emergency medical personnel) only if the City first received at least \$25,000,000 in annual tax
17 revenue from the Project in a fiscal year. Hollywood Park upheld its end of the deal, with the City
18 celebrating the rich, resulting public benefits—at no upfront cost—for years.

19 36. The Development Agreement incorporated a plan to build SoFi Stadium and related
20 improvements, updated development standards to accommodate these uses, and refined the
21 parties’ respective obligations regarding infrastructure, financing, and revenue sharing.

22 37. Consistent with California’s Development Agreement Statute (Cal. Govt. Code
23 § 65866), the Development Agreement vested Hollywood Park’s rights to develop the Project
24 according to specific land use regulations, zoning ordinances, and building standards per the terms

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26 ² “Inglewood, Calif., Celebrates Stadium Deal, Awaits NFL Team,” *The Augusta Chronicle*,
27 <https://www.augustachronicle.com/story/sports/nfl/2015/02/25/inglewood-calif-celebrates-stadium-deal-awaits-nfl-team/14377529007/?gnt-cfr=1&gca-cat=p&gca-uir=true&gca-epi=z113731d00----v113731b0037xxd003765&gca-ft=149&gca-ds=sophi>.
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1 of the Development Agreement. This vesting provided Hollywood Park with crucial certainty
2 protecting the Project from subsequent regulatory changes that could undermine the Project’s
3 economic feasibility.

4 38. The vesting of these rights was indispensable to inducing Hollywood Park’s multi-
5 billion dollar investment. Development projects of this scale and duration depend on stable,
6 predictable regulatory standards. Without vesting, subsequent changes in zoning, building codes,
7 or land use regulations could render a project economically infeasible or legally nonconforming
8 after substantial capital has been committed. The statutory development agreement mechanism
9 addresses this exact concern by providing developers certainty in exchange for undertaking major
10 private investments that generate substantial public benefits without requiring public subsidies.
11 (*See id.* § 65864(b) (“Assurance to the applicant for a development project that upon approval of
12 the project, the applicant may proceed with the project in accordance with existing policies, rules
13 and regulations, and subject to conditions of approval, will strengthen the public planning process,
14 encourage private participation in comprehensive planning, and reduce the economic costs of
15 development.”).)

16 **C. Hollywood Park’s Years of Performance Under the Development Agreement**

17 39. Following execution of the Development Agreement, Hollywood Park continued
18 investing the billions of dollars required to develop the Project. For example, Hollywood Park
19 has:

- 20 • Invested over \$5 billion in private capital to construct SoFi Stadium, YouTube
21 Theater, and supporting mixed-use development;
- 22 • Constructed at its own cost substantially all public infrastructure required for the
23 Project, including roads, sidewalks, parks (Champion Plaza, Lake Park, and lower
24 American Airlines Plaza), utilities, and water/sewer systems;
- 25 • Transferred the rights to 282 acre feet of water per year to the City;
- 26 • Contributed over \$13 million to upgrade the City’s automated traffic signal
27 management so that the Inglewood Public Works Department could successfully
28 manage stadium and other venue-related traffic from City Hall or SoFi Stadium in
coordination with neighboring cities;

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- Successfully hosted the 2022 Super Bowl, the 2023 CFP Championship Game, and the LA Bowl in 2021, 2022, 2023 and 2024;
- Contributed \$29,000,000 for a wide area multilateral system radar for monitoring air traffic;
- Secured commitments to host the 2026 FIFA World Cup, 2027 Super Bowl, and 2028 Olympic events;
- Entered into exclusive sponsorship and advertising agreements that continue to fuel the Project’s economic success;
- Constructed over 300 new residential units;
- Constructed the NFL Office and Media Building;
- Entered into an agreement with a third party to construct a 300-room hotel which is currently under construction and is expected to open in fall 2026; and
- Commenced construction of a studio/broadcasting facility that will initially serve as the site of the Olympic Broadcast Studio for the 2028 Olympics.

40. Hollywood Park made all of these investments in reasonable reliance on the Development Agreement’s continuing validity and the protections it provided.

41. As a result of Hollywood Park’s development of the Project pursuant to the Development Agreement, the City has enjoyed, *inter alia*:

- A decrease in unemployment to one of the lowest rates in the City’s history;
- Millions of dollars annually in increased ticket taxes, sales taxes, parking taxes, and other tax revenue;
- The relocation of two NFL teams to the City;
- A revitalized economic environment that has catalyzed other sports and entertainment development deals;
- Extensive new public infrastructure; and
- A massive increase in local real estate value.

42. As a result of the Development Agreement, Hollywood Park has also contributed significant time to community service, for the benefit of the City and its citizens. For example, Hollywood Park has:

- Hosted graduations for students of the Inglewood Unified School District;

- 1 • Put on groundbreaking ceremonies and community events featuring local small
- 2 businesses;
- 3 • Hosted a weekly farmers market;
- 4 • Facilitated vaccination events;
- 5 • Offered free workout classes;
- 6 • Hosted youth football gatherings featuring collegiate and professional players;
- 7 • Held career fairs and tours of SoFi Stadium for local high school students;
- 8 • Hosted special events in support of Special Olympics Southern California;
- 9 • Showcased the work of local filmmakers;
- 10 • Hosted and coordinated the “Annual Turkey Giveaway” to provide Thanksgiving
- 11 dinners to local families; and
- 12 • Built gardens at local schools.

13 43. The Rams have also contributed substantial time to community service in
14 Inglewood, including by supporting local business owners through the certified “#RamsHouse”
15 small business program, distributing food to needy families, hosting and sponsoring youth football
16 programs, offering internships and mentorships to local students, encouraging children’s literacy
17 through the “Rams Readers” program, raising awareness about mental health, promoting recycling
18 and sustainability, purchasing graduation caps and gowns for local high schoolers, providing new
19 athletic shoes for local youth sports programs, beautifying schools, supporting veterans,
20 organizing heart health screenings, and sending at-home exercise kits to hundreds of local students
21 at the height of the COVID-19 pandemic.

22 44. Hollywood Park’s community service activities have benefited the City’s economy,
23 culture, health, and educational opportunities. Most of Hollywood Park’s community service
24 events are free to the City and its residents. Pursuant to the Development Agreement, Hollywood
25 Park also made various areas of Hollywood Park available rent-free to the City for certain
26 community events, like Inglewood school graduations.

27 45. Mayor Butts himself expressly attributed the City’s economic renaissance to the
28 Development Agreement with Hollywood Park, explaining: “If you don’t want to be a city where
people come in, spend money, and then go home, leaving the residents to absorb the impact of a

1 transient population, *it starts with the original development arrangement.*”³ That “original
2 development arrangement” was the City’s Development Agreement with Hollywood Park.

3 46. As the Urban Planning Institute observed, “SoFi Stadium at Hollywood Park, as it
4 would become known, catalyzed a transformative resurgence in the city and propelled Inglewood
5 into a new era of glory.”⁴

6 47. As recently as 2024, when presenting the City’s annual budget, Inglewood’s City
7 Manager publicly echoed the Mayor’s praises for the Development Agreement, crediting it and
8 similar agreements “for the City’s stunning rebound” from the brink of bankruptcy.⁵ The City
9 Manager explained: “Employment rates have risen sharply, in large part, because of local hire
10 provisions included in each of the major development agreements. Both residential and
11 commercial real estate values have soared during the past decade, creating generational wealth and
12 providing families financial security not previously enjoyed or anticipated.”⁶

13 **D. The City’s Repeated Affirmations of the Development Agreement’s Validity**

14 48. Over the course of the Project’s development, the City has consistently reaffirmed
15 the validity of the Development Agreement through its words and actions.

16 49. Most significantly, between 2018 and 2021, the City repeatedly represented to
17 Hollywood Park’s lenders that the Development Agreement was valid and enforceable in binding
18 estoppel certificates. At least **four times** (on May 28, 2018, July 14, 2020, April 6, 2021, and
19 August 3, 2021) the City signed estoppel certificates confirming that “[t]he Development
20 Agreement is in full force and effect” and that no default existed under the Development
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22 _____
23 ³ “Inglewood’s Transformation: How an NFL Stadium Brought the City Back from the Brink of
24 Bankruptcy,” *Urban Land Institute*, [https://la.uli.org/inglewoods-transformation-how-an-nfl-
stadium-brought-the-city-back-from-the-brink-of-bankruptcy/](https://la.uli.org/inglewoods-transformation-how-an-nfl-stadium-brought-the-city-back-from-the-brink-of-bankruptcy/).

25 ⁴ *Id.*

26 ⁵ City of Inglewood Adopted Operating Budget, FY24-25, Introduction at III,
27 <https://www.cityofinglewood.org/ArchiveCenter/ViewFile/Item/1174>.

28 ⁶ *Id.*

1 Agreement. **EXHIBITS D ¶ 1, E ¶ 1, F ¶ 1, G ¶ 1.** The City expressly represented that
2 Hollywood Park’s lenders “shall be entitled to rely on the truth and accuracy of this Estoppel.”
3 **EXHIBITS D ¶ 7, G ¶ 7.**

4 50. To avoid all doubt, the City confirmed the Development Agreement “is binding and
5 enforceable against the City in accordance with its terms.” **EXHIBITS D ¶ 1, G ¶ 1.**

6 51. When the City embraced the significant public improvements Hollywood Park
7 erected (*e.g.*, sidewalks, street lighting, streets, sewers, storm drains, open spaces, *etc.*), it made
8 clear that its acceptance of such improvements did not change any of its obligations under the
9 Development Agreement, including Hollywood Park’s right to reimbursement.

10 52. For example, when the City accepted various public improvements from
11 Hollywood Park, the City Council approved an official tract map recorded on August 30, 2023
12 which read: “PURSUANT TO THE ‘AMENDED AND RESTATED DEVELOPMENT
13 AGREEMENT, HOLLYWOOD PARK’ . . . THE CITY HAS AGREED TO REIMBURSE AN
14 AFFILIATE OF THE SUBDIVIDER FOR VARIOUS ‘PUBLIC IMPROVEMENTS’ . . . THE
15 IRREVOCABLE OFFERS OF DEDICATIONS OF PUBLIC IMPROVEMENTS MADE IN
16 CONNECTION WITH THIS MAP ARE NOT INTENDED, AND SHALL NOT BE
17 CONSTRUED, TO ELIMINATE OR REDUCE THOSE OBLIGATIONS IN ANY WAY, AND
18 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SUBDIVIDER WILL MAKE
19 SUCH IRREVOCABLE OFFERS OF DEDICATION WITH THE UNDERSTANDING THAT
20 IT OR ITS AFFILIATES WILL BE COMPENSATED THEREFOR IN ACCORDANCE WITH
21 THE DEVELOPMENT AGREEMENT.” **EXHIBIT H** at 1.

22 53. Beyond signing the serial estoppel certificates and expressly affirming its
23 reimbursement obligations in the City Council-approved tract map, the City also issued numerous
24 permits and approvals for the Project, consistent with the terms of the Development Agreement.

25 54. In addition, Hollywood Park submitted annual compliance reports to the City
26 pursuant to Section 21 of the Development Agreement and Section 65865.1 of the Government
27 Code. In these reports, Hollywood Park described its performance and progress under the
28 Development Agreement. Not once in response to any of these statutory reports did the City ever

1 call Hollywood Park’s compliance with the Development Agreement, or the validity of the
2 Development Agreement, into question.

3 55. Relying on a decade of the City’s repeated affirmations of the Development
4 Agreement, Hollywood Park and its lenders continued investing in the Project.

5 **E. The City’s Abrupt Repudiation of the Development Agreement**

6 56. Pursuant to the Development Agreement, the City became obligated to reimburse
7 Hollywood Park for public infrastructure improvements and public services after the City received
8 at least \$25 million in tax revenue in a fiscal year from the Project. In the fiscal years ending in
9 2022, 2023, and 2024, the City exceeded the \$25 million threshold, and Hollywood Park asked the
10 City to uphold its end of the bargain by making some financial contributions to the Project that
11 had already provided enormous economic benefits to the City.

12 57. On May 23, 2025, Hollywood Park received \$20 million from the City as a “good
13 faith” partial reimbursement for the public services Hollywood Park had paid for in prior years.

14 58. However, soon thereafter, the City reversed course. On July 30, 2025, the City
15 asserted for the first time that the Development Agreement “is not legal and . . . invalid as a matter
16 of law.” **EXHIBIT B** at 1-2.

17 59. In response, Hollywood Park made its disagreement clear, explaining that the
18 Development Agreement remained valid and enforceable.

19 60. On August 20, 2025, the City reiterated its position that “we have a void
20 [Development Agreement] going forward,” claiming procedural error and citing a court decision
21 from *seven years* earlier, *Center for Community Action v. City of Moreno Valley* (2018) 26
22 Cal.App.5th 689. **EXHIBIT C** at 1. The City made clear it would no longer perform any of its
23 obligations under the Development Agreement, and it even demanded that the \$20 million that the
24 City had already paid Hollywood Park be returned, suggesting criminal consequences if
25 Hollywood Park did not give in. *Id* at 1-2.

26 61. Notwithstanding its bold allegations, the City did not contend that the manner in
27 which the Development Agreement was enacted was prejudicial, caused substantial injury to
28 anyone, or that a different result would have been probable absent the alleged error. To the

1 contrary, the Mayor acknowledged in the same letter, “the City is very happy with what you’ve
2 done with SoFi and related facilities at HP.” *Id.* at 1. Yet having accepted all the benefits of the
3 Project, the City now simply refuses to uphold its end of the deal, based on the absurd position the
4 Development Agreement governing the Project is “void.”

5 **F. The Catastrophic Consequences of Losing the Development Agreement**

6 62. If the City were to succeed in voiding the Development Agreement—after
7 accepting a decade of valuable benefits from it and inducing *billions* of dollars in investment by
8 Hollywood Park in reliance on it—the fundamental viability of the Project would be put in dire
9 jeopardy, and Hollywood Park would suffer grave damage in multiple ways. For example:

10 63. *First*, by declaring the Agreement void, the City contends it owes nothing for the
11 extensive public infrastructure improvements and public services Hollywood Park has already
12 provided under the Development Agreement. If the City is permitted to tear up the Development
13 Agreement, Hollywood Park will be left to incur a bill of at least \$376 million for the public
14 improvements it has already completed and turned over to the City, and it will further incur over
15 \$52 million for public services it provided in connection with the operation of SoFi Stadium and
16 Hollywood Park.

17 64. *Second*, by repudiating the Development Agreement, the City has demanded
18 that Hollywood Park return \$20 million in partial reimbursements Hollywood Park already
19 received under the Development Agreement for public services Hollywood Park paid for.

20 65. *Third*, the City’s assertion that the Development Agreement is void threatens
21 the enforceability of the vesting provisions that protect Hollywood Park’s rights to complete
22 remaining development phases according to the terms of the Development Agreement. If the
23 Development Agreement is invalid, Hollywood Park faces grave regulatory uncertainty regarding
24 its ability to proceed with planned residential, commercial, and retail components under the land
25 use entitlements, development standards, and infrastructure requirements set forth in the
26 Development Agreement. For example, Section 7.2 of the Development Agreement prohibits the
27 City from imposing “any further or additional Exactions on the development of the Project . . .
28 other than those set forth in the Project Approvals, the Mitigation Measures, and this Agreement.”

1 70. **First**, after having induced Hollywood Park to invest billions of dollars performing
2 under the Development Agreement, accepting the benefits from Hollywood Park’s performance,
3 and repeatedly inducing performance and reaffirming the enforceability the Development
4 Agreement, the City is equitably estopped from escaping its own obligations by conveniently
5 asserting the Development Agreement is void when its own payment obligations come due.

6 71. **Second**, any alleged procedural error in enacting the Development Agreement was
7 harmless. After enjoying over a decade of benefits, the City cannot credibly argue that enacting
8 the Development Agreement per Section 9215(a) of the Elections Code, after receiving a petition
9 from over 22,000 City voters, prejudiced or injured the City in any way. Moreover, considering
10 that the City unanimously approved the Development Agreement with overwhelming support
11 from the electorate, there is no indication that the Development Agreement would have failed had
12 the City considered the Development Agreement through conventional legislative channels.

13 72. **Third**, our Supreme Court has made clear that the Contract Clause of the California
14 Constitution prohibits new judicial decisions from being applied retroactively to impair contracts.
15 For this reason, the Development Agreement remains valid notwithstanding the City’s reliance on
16 the 2018 *Moreno Valley* decision—which the City did not invoke for seven years after that
17 decision was issued, further inducing Hollywood Park to continue construction and development.

18 73. **Fourth**, California’s vested rights doctrine bars the City from cancelling the
19 billions of dollars of vested property and contractual interests Hollywood Park has in the Project
20 pursuant to the Development Agreement.

21 74. **Fifth**, per Section 65009(c)(1)(D) of the Government Code, the 90-day deadline for
22 the City (or any other party) to challenge the validity of the Agreement lapsed years ago, and the
23 City’s attempt to challenge validity now is therefore untimely.

24 75. **Sixth**, even if *Moreno Valley* could be construed to invalidate the Agreement in
25 whole or in part, Hollywood Park would still be entitled *in quantum meruit*, or under the doctrine
26 of contractual severability, to reimbursement for the valuable public improvements and services
27 Hollywood Park has already provided under the Development Agreement.

28

1 **A. Equitable Estoppel**

2 76. After inducing billions of dollars in investment and year-after-year performance,
3 accepting over a decade’s-worth of valuable benefits, and repeatedly affirming the validity of the
4 Development Agreement, the City is equitably estopped from now asserting the Development
5 Agreement is invalid.

6 77. Under California law, government entities are bound by equitable estoppel “in the
7 same manner as a private party when the elements requisite to such an estoppel against a private
8 party are present and, in the considered view of a court of equity, the injustice which would result
9 from a failure to uphold an estoppel is of sufficient dimension to justify any effect upon public
10 interest or policy.” (*City of Long Beach v. Mansell* (1970) 3 Cal.3d 462, 496-97.)

11 78. The four basic elements of equitable estoppel are: (1) the party to be estopped must
12 be apprised of the facts; (2) the party must intend that its conduct shall be acted upon, or must so
13 act that the party asserting estoppel had a right to believe it was so intended; (3) the other party
14 must be ignorant of the true state of facts; and (4) the other party must rely upon the conduct to its
15 injury. (*Driscoll v. City of Los Angeles* (1967) 67 Cal.2d 297, 305.)

16 79. All of these factors compel the conclusion that the City is equitably estopped from
17 asserting the Development Agreement is invalid.

18 80. **First**, The City was fully apprised of all relevant facts. The City unanimously
19 approved the certified initiative petition for the Development Agreement and administered the
20 Development Agreement for over a decade. Even after *Moreno Valley* was decided, the City
21 executed estoppel certificates and passed resolutions confirming the validity and enforceability of
22 the Development Agreement against the City, and the City also received and reviewed annual
23 compliance reports from Hollywood Park—with no objections. The City cannot now, in 2025,
24 credibly claim ignorance of any fact relevant to the Development Agreement’s validity, under the
25 seven-year-old *Moreno Valley* decision or otherwise.

26 81. **Second**, there is no question the City intended for Hollywood Park to rely on the
27 Development Agreement. Indeed, the express statutory purpose of a development agreement is to
28 provide regulatory certainty to induce private investment. Section 65864(b) of the Government

1 Code recognizes that development agreements provide developers “the assurance that the project
2 would be approved based on rules, regulations, and policies existing at the time the development
3 agreement was approved.” (*Mammoth Lakes Land Acquisition, LLC v. Town of Mammoth Lakes*
4 (2010) 191 Cal.App.4th 435, 443.) In addition, the City’s course of conduct—issuing building
5 permits consistent with agreement terms, collecting fees and taxes from the Project, accepting
6 valuable public infrastructure, receiving annual compliance reports, and certifying to Hollywood
7 Park’s lenders and the public that the Development Agreement is enforceable—further
8 demonstrated the City’s intent for Hollywood Park to rely on the Development Agreement.

9 82. **Third**, Hollywood Park had no reason to believe the City would attempt to
10 invalidate the Development Agreement until July 30, 2025. The City never previously hinted at
11 any problem with the Development Agreement. Even after *Moreno Valley* was decided in 2018,
12 the City continued to repeatedly represent and otherwise convey that the Development Agreement
13 was valid. The City’s multiple estoppel certificates explicitly stated the agreement was “in full
14 force and effect,” and the City further made clear in its 2023 tract map that it would uphold its
15 reimbursement obligations to Hollywood Park. Even when the City attempted to renegotiate the
16 Development Agreement with Hollywood Park in 2024, it did not contend that the Development
17 Agreement was void. Hollywood Park reasonably relied on the City’s official statements and
18 actions.

19 83. **Fourth**, Hollywood Park’s reliance on the Development Agreement was
20 extraordinary and irreversible. Hollywood Park invested over five billion dollars to develop the
21 Hollywood Park entertainment complex that is now home to SoFi Stadium and YouTube Theater.
22 Hollywood Park spent hundreds of millions of dollars constructing public infrastructure including
23 roads, sidewalks, parks, and utilities. Two NFL franchises—the Los Angeles Rams and the Los
24 Angeles Chargers—relocated to Inglewood for their home games based on stadium development.
25 Hollywood Park hosted the 2022 Super Bowl and the 2023 College Football Playoff
26 Championship Game, committed to host 2026 FIFA World Cup matches, secured the 2027 Super
27 Bowl, and committed to 2028 Olympics events. Hollywood Park signed major sponsorship
28 agreements based on exclusivity provisions in the Development Agreement. Hollywood Park

1 obtained substantial financing from lenders who relied on the City’s estoppel certificates
2 confirming the Development Agreement’s validity. If the City can now void the agreement,
3 Hollywood Park will suffer catastrophic harm—losing the right to millions of dollars in
4 reimbursements plus billions of dollars in vested development rights, while the City keeps the
5 stadium, theater, infrastructure, tax revenues, and all other benefits. The legal basis for municipal
6 estoppel following such extraordinary investment and reliance is well-founded. (*See, e.g., HPT*
7 *IHG-2 Props. Tr. v. City of Anaheim* (2015) 243 Cal.App.4th 188, 204-06.)

8 84. ***Finally***, in the absence of estoppel, the injustice to Hollywood Park vastly swamps
9 any public-policy concerns. Unlike in some other cases, where courts declined to apply estoppel
10 against cities where a developer sought to avoid complying with generally applicable regulations,
11 Hollywood Park is not seeking exemption from generally applicable laws. All Hollywood Park
12 seeks is to enforce the City’s contractual promises. There is no public interest in allowing the City
13 to escape contractual obligations after receiving benefits, to void the Development Agreement
14 after inducing massive, decade-long reliance, to imperil major international sporting events, to
15 undermine public-private development financing statewide, or to profit from its bad faith. To the
16 contrary, as the Court of Appeal in *HPT* emphasized, estoppel applies where, as here, “it is [the
17 city] who [is] attempting to diverge from the agreement they made.” (243 Cal.App.4th at 206.)

18 85. In sum, after inducing billions of dollars in investment, accepting over a decade of
19 valuable benefits, and repeatedly affirming the validity of the Development Agreement, the City
20 should, on any fair view, be equitably estopped from now asserting the Development Agreement
21 is invalid.

22 **B. Harmless Error**

23 86. Section 65010(b) of the Government Code provides: “No action, inaction, or
24 recommendation by any public agency or its legislative body . . . on any matter subject to this title
25 shall be held invalid or set aside by any court . . . by reason of any error, irregularity, informality,
26 neglect, or omission (hereafter, error) as to any matter pertaining to petitions, applications, notices,
27 findings, records, hearings, reports, recommendations, appeals, or any matters of procedure
28 subject to this title, unless the court finds that the error was prejudicial and that the party

1 complaining or appealing suffered substantial injury from that error and that a different result
2 would have been probable if the error had not occurred.” Title 7 of the Government Code,
3 referenced above, includes California’s Development Agreement Statute (*id.* § 65864, *et seq.*).

4 87. The Legislature enacted Section 65010 “for the purpose of terminating recurrence
5 of judicial decisions which had invalidated local zoning proceedings for technical procedural
6 omissions.” (*Rialto Citizens for Responsible Growth v. City of Rialto* (2012) 208 Cal.App.4th
7 899, 921.) Yet the City is now attempting to destroy the Development Agreement on the ground
8 of an alleged procedural technicality.

9 88. The City contends that even though it unanimously adopted the Development
10 Agreement under Section 9215(a) of the Election Code after receiving a petition with a sufficient
11 number of voter signatures, the Development Agreement is now void, because a court decided for
12 the first time in 2018 that development agreements cannot be enacted through the initiative
13 process. Not so.

14 89. **First**, the City cannot credibly allege any substantial injury or prejudice. To the
15 contrary, the City’s Mayor has made abundantly clear, even in his correspondence repudiating the
16 Development Agreement, that “the City is very happy with what you’ve done with SoFi and
17 related facilities at HP.” **EXHIBIT B** at 1. After the City unanimously adopted the Development
18 Agreement, the Mayor even went to far as to say it was “the best financial arrangement in the
19 history of stadium deals in this country.” The Mayor’s comments aside, the City’s resounding
20 economic success in the wake of Development Agreement—avoiding bankruptcy, slashing
21 unemployment, boosting real estate values, and raking in millions of dollars in new tax revenue—
22 speaks for itself. The Development Agreement, which put all risk on private investors without any
23 public subsidies, only benefited the City.

24 90. **Second**, there is no probable chance that the Development Agreement would have
25 failed had it been presented through conventional legislative channels instead of the initiative
26 process. Over 22,000 Inglewood voters signed the 2015 petition for the Development
27 Agreement—a number that exceeded the total number of votes cast in the preceding year’s
28 municipal election. Correctly recognizing the overwhelming political support for the “best

1 financial arrangement in the history or stadium deals in this country,” the City Council
2 unanimously approving the Development Agreement, avoiding the need for an election on the
3 initiative. It strains credulity to suppose that had the Development Agreement been presented
4 through typical legislative channels, instead of the initiative process, that somehow the result
5 would have been different. It would have been the same.

6 91. In sum, even if the enactment of the Development Agreement allegedly violated a
7 procedural rule articulated for the first time in the 2018 *Moreno Valley* decision, because the City
8 cannot establish prejudice, substantial injury, or that the result probably would have been different,
9 Section 65010(b) of the Government Code precludes the Development Agreement from being
10 invalidated over a decade after-the-fact. (*See Rialto Citizens for Responsible Growth*, 208
11 Cal.App.4th at 921-23 (rejecting procedural challenge to statutory development agreement
12 because alleged error “did not result in prejudice or substantial injury to anyone” and there was no
13 indication the development agreement would have been disapproved absent the error).)

14 **C. California Contract Clause**

15 92. Article I, section 9 of the California Constitution (the “Contract Clause”) provides
16 that no “law impairing the obligation of contracts may [] be passed.” This constitutional safeguard
17 prohibits the application of *Moreno Valley* retroactively to void the Development Agreement.

18 93. The California Contract Clause applies not only to legislation but also to “judicial
19 action,” like the *Moreno Valley* decision. (*White v. Davis* (2003) 30 Cal.4th 528, 548 (citing
20 *Bradley v. Superior Court* (1957) 48 Cal.2d 509, 519).) As our Supreme Court has explained,
21 “[A] court cannot lawfully disregard the provisions of . . . contracts or deny to either party his [or
22 her] rights thereunder.” (*Bradley*, 48 Cal.2d at 519.)

23 94. Under this principle, a “new decision” like *Moreno Valley* cannot “be applied to
24 impair contracts made or property rights acquired in accordance with the prior rule.” (*Est. of*
25 *Propst* (1990) 50 Cal. 3d 448, 462.)

26 95. Yet that is *exactly* how the City is attempting to apply *Moreno Valley*—to void the
27 Development Agreement completely, which the parties entered into years before *Moreno Valley*

28

1 was decided. For the following reasons, this is not allowed under California law, and the
2 Development Agreement remains enforceable.

3 96. As our Supreme Court has explained, “[p]articular considerations relevant to the
4 retroactivity determination include the reasonableness of the parties’ reliance on the former rule,
5 the nature of the change as substantive or procedural, retroactivity’s effect on the administration of
6 justice, and the purposes to be served by the new rule.” (*Woods v. Young* (1991) 53 Cal. 3d 315,
7 330.)

8 97. Hollywood Park reasonably believed that the Development Agreement could be
9 validly enacted by the initiative process. At the time, no judicial decision called this process into
10 question, and, as the Court of Appeal acknowledged in *Moreno Valley*, “the Legislature did not
11 expressly state that adoption of a development agreement by initiative was barred.” (26
12 Cal.App.5th at 700.) To the contrary, there is a “basic presumption in favor of the electorate’s
13 power of initiative and referendum.” (*Id.* at 697.) Hollywood Park’s reliance on this general
14 presumption, and the absence of controlling authority to the contrary, was reasonable under the
15 circumstances. Moreover, general plans and zoning ordinances can be adopted by initiative
16 notwithstanding other procedural requirements in the Government Code. (*See, e.g., DeVita v.*
17 *County of Napa* (1995) 9 Cal.4th 763, 770-771 (“We conclude that the statutory provisions
18 governing local planning, Government Code sections 65100–65763 (planning law), do not
19 prohibit the exercise of the initiative power to amend the land use element of a general plan.”).)
20 Also, like a general plan, development agreements are legislative acts, expressly subject to
21 adoption by ordinance. (Cal. Govt. Code § 65867.5(a) (“A development agreement is a legislative
22 act that shall be approved by ordinance and is subject to referendum.”).) Clearly, the City
23 similarly believed that there was nothing wrong with the manner in which the Development
24 Agreement was enacted, as the City actively supported the initiative, granted countless building
25 and zoning permits under the Development Agreement, and repeatedly affirmed the Development
26 Agreement’s enforceability in estoppel certificates and a tract map long *after Moreno Valley* was
27 decided.

28

1 98. Further, *Moreno Valley*'s holding is procedural in nature; it governs the process by
2 which development agreements may be enacted, not substantive rights thereunder. For that
3 reason, applying *Moreno Valley* prospectively would "not remove any substantive defense to
4 which [the City] would otherwise be entitled." (*See Woods*, 53 Cal.3d at 330.) "Retroactive
5 application of the change, on the other hand, would bar" any action by Hollywood Park under the
6 Development Agreement "regardless of [its] merit." (*Id.*) As our Supreme Court has explained,
7 "[r]etroactive application of an unforeseeable procedural change is disfavored," where, as here,
8 "such application would deprive a litigant of any remedy whatsoever." (*Id.*)

9 99. Applying *Moreno Valley* retroactively also would undermine the fair administration
10 of justice. (*See id.*) Justice is not served by prohibiting the enforcement of development
11 agreements that were reasonably enacted before *Moreno Valley*, especially where, as here, billions
12 of dollars have been invested in reliance on the validity of the agreement. (*See id.*; *Camper v.*
13 *Workers' Comp. Appeals Bd.* (1992) 3 Cal.4th 679, 689.) Indeed, if *Moreno Valley* were applied
14 retroactively to void the development agreement, the resulting detriment to Hollywood Park would
15 be catastrophic. (*See Propst*, 50 Cal.3d at 464.) Planned and ongoing development, sporting
16 event and sponsorship agreements, and other ventures under the purview of the Project would be
17 put in jeopardy. Hollywood Park would further be left to incur the millions of dollars it already
18 spent for public infrastructure that the City received and agreed to provide reimbursement for
19 subject to the City achieving certain tax revenue thresholds, and for significant public services
20 costs that the City is obligated to reimburse under the Development Agreement, as well. Applying
21 *Moreno Valley* retroactively to void the Development Agreement would not merely cause a
22 "disappointment of expectations," but an immediate and severe financial loss to Hollywood Park.
23 (*See id.*) It would effectively spell the end of the Project. By no stretch of the imagination would
24 that outcome serve justice.

25 100. Finally, the purpose of the rule announced in *Moreno Valley* is to answer a complex
26 question of statutory interpretation. That objective is not compromised by prospective application.
27 (*See Woods*, 53 Cal.3d at 331.) Rather, applying *Moreno Valley* prospectively would permit "a
28

1 gradual and orderly transition” for developers and municipalities to comply with the new rule in
2 the future. (*See Claxton v. Waters* (2004) 34 Cal.4th 367, 379.)

3 101. Under these circumstances, California’s Contract Clause and basic principles of
4 fairness prohibit the retroactive application of *Moreno Valley* to void the Development
5 Agreement. (*See Woods*, 53 Cal.3d at 330; *Propst*, 50 Cal.3d at 462.)

6 **D. Vested Rights Doctrine**

7 102. California’s vested rights doctrine also prohibits the City from attempting to void
8 the Development Agreement a decade after entering into it.

9 103. The fundamental public policy underlying California’s statutory scheme for
10 development agreements is to encourage investment, to lower the cost of development, and to
11 facilitate comprehensive planning by providing contractual certainty to developers. (*See Cal.*
12 *Govt. Code* § 65864 (legislative findings and declarations).)

13 104. As the Court of Appeal explained, such “agreements allow[] the developer to
14 proceed with a project with the assurance that the project would be approved based on rules,
15 regulations, and policies existing at the time the development agreement was approved, even if
16 those rules, regulations, and policies changed over the course of the development project.”
17 (*Mammoth Lakes*, 191 Cal.App.4th at 443.) Further, the statute permits “municipalities to extract
18 promises from the developers concerning financing and construction of necessary infrastructure.”
19 (*Id.*)

20 105. In sum, “a legislatively-approved development agreement gives both parties *vested*
21 *contractual rights*” (*id.*, emphasis added), and, if a City repudiates such an agreement, the City
22 shall be liable to the developer. (*See id.* at 469 (finding town liable for repudiating development
23 agreement “after obtaining many benefits” under the agreement, including developer’s
24 improvements to a public airport).)

25 106. Hollywood Park has invested over five billion dollars in stadium construction,
26 retail and residential development, and related improvements, and has delivered significant public
27 infrastructure to the City. The City readily accepted (and celebrated) all of these benefits,
28 including the massive tax revenues, job creation, and community revitalization that accompanied

1 the Project. Under these circumstances, the City cannot abrogate Hollywood Park’s vested rights
2 in the Development Agreement without paying the appropriate price. (*See id.*)

3 107. This contrasts *Moreno Valley*, where the development agreement at issue was
4 challenged almost immediately after enactment—thereby putting the developer on notice at the
5 project’s outset that proceeding with work would be at the developer’s own peril.

6 108. For these reasons, California’s vested rights doctrine precludes the City from
7 voiding the Development Agreement.

8 **E. Statute of Limitations**

9 109. Under Section 65009(c)(1)(D) of the Government Code, any action “to attack,
10 review, set aside, void, or annul the decision of a legislative body to adopt, amend, or modify a
11 development agreement” must be commenced “within 90 days after the legislative body’s
12 decision.” This includes actions to challenge legislative acts as void *ab initio*. (*See, e.g., Travis v.*
13 *County of Santa Cruz* (2004) 33 Cal.4th 757, 768; *Ching v. San Francisco Bd. of Permit Appeals*
14 *(Harsch Inv. Corp.)* (1998) 60 Cal.App.4th 888, 893-94.) “Section 65009 is strictly construed,
15 such that service is untimely even if it is only one day late.” (*Aids Healthcare Found., Inc. v. City*
16 *& Cty. of San Francisco* (N.D. Cal. 2016) 208 F. Supp. 3d 1095, 1100.)

17 110. Here, the City (and anyone else) had 90 days after the Development Agreement
18 was adopted on April 15, 2015 to challenge its legality. The City chose not to act before the
19 statutory deadline—and no one else did, either. Instead, the City accepted valuable benefits for
20 ten years, issued permits for the Project, collected fees and taxes, adopted a tract map affirming
21 the validity of the Development Agreement, received all the annual compliance reports it was
22 owed, and even certified the Development Agreement’s validity to Hollywood Park’s lenders on
23 multiple occasions—years *after Moreno Valley* was decided.

24 111. Even if the City challenged the Development Agreement within 90 days of the
25 *Moreno Valley* decision (which did not happen), its challenge would still be untimely because the
26 retroactive application of a judicial decision does not “supersede the operation of the statute of
27 limitations so as to revive old claims which were not pursued because of a previously prevailing
28 contrary rule of law.” (*In re Ret. Cases* (2003) 110 Cal.App.4th 426, 446.)

1 112. By any measure, the City’s challenge to the Development Agreement’s validity is
2 time-barred by a number of years.

3 **F. Hollywood Park’s Rights Are Enforceable Regardless of the Development Agreement**

4 113. Even if the Development Agreement were invalidated in whole or in part, the City
5 would still be obligated to pay Hollywood Park for the work Hollywood Park has already
6 completed with the City’s approval.

7 **Quantum Meruit**

8 114. Even if the Development Agreement did not exist, the City would still be legally
9 obligated to reimburse Hollywood Park for the public infrastructure improvements the City
10 approved, received, and pledged to fund. (*See Cty. of Santa Clara v. Superior Ct.* (2023) 14 Cal.
11 5th 1034, 1050 (holding that county could be liable under *quantum meruit* theory to reimburse
12 private hospitals for emergency services rendered to patients under county’s health care service
13 plan); *see also* Cal. Civ. Code § 1691(b) (requiring a party attempting to rescind a contract to
14 promptly “restore to the other party everything of value which he has received from him under the
15 contract or offer to restore the same upon condition that the other party do likewise.”).)

16 115. “To recover in *quantum meruit*, a party need not prove the existence of a contract,
17 but it must show the circumstances were such that the services were rendered under some
18 understanding or expectation of both parties that compensation therefor was to be made.” (*County*
19 *of Santa Clara*, 14 Cal.5th at 1049–50.)

20 116. Here, the standard for *quantum meruit* is easily met because the Development
21 Agreement makes clear that all parties understood that the City would reimburse Hollywood Park
22 for the public improvements and public services Hollywood Park funded pursuant to the
23 Development Agreement, subject to the City achieving certain tax revenue thresholds. Even if the
24 Development Agreement is void *ab initio*, the basic equitable safeguard of *quantum meruit* would
25 entitle Hollywood Park to be reimbursed for the public improvements and services Hollywood
26 Park already paid for (subject to the terms of the Development Agreement), per the City’s
27 approval. (*See id.* at 1050.) Otherwise, it is beyond serious argument that the City would be
28 unjustly enriched at Hollywood Park’s expense. (*See id.*)

1 123. **First**, the City has refused to honor its contractual obligation to reimburse
2 Hollywood Park for public infrastructure improvements and public services that Hollywood Park
3 has already paid for under the Development Agreement. Hollywood Park has already provided
4 valuable public infrastructure—including streets, wet and dry utilities, public parks, streetlights,
5 upgrades to the intelligent transit system, street improvements on existing public streets and other
6 public goods—to the City. The Development Agreement obligates the City to reimburse these
7 costs, on a structured basis, in every fiscal year in which it has collected over \$25,000,000 in tax
8 revenues from the Project, which was the case in the fiscal years ending in 2022, 2023 and 2024.
9 By declaring the Agreement void, the City now contends it owes nothing for these public
10 improvements and public services.

11 124. **Second**, the City has demanded that Hollywood Park return \$20,000,000 in
12 partial reimbursements Hollywood Park already received from the City on May 23, 2025 as a
13 “good faith” reimbursement of funds Hollywood Park expended for public services.

14 125. **Third**, the City’s assertion that the Development Agreement is void threatens
15 the enforceability of the vesting provisions that protect Hollywood Park’s rights to complete
16 remaining development phases according to the regulations specified in the Development
17 Agreement. If the Development Agreement is invalid, Hollywood Park faces grave regulatory
18 uncertainty regarding its ability to proceed with planned residential, commercial, and retail
19 components under the land use entitlements, development standards, and infrastructure
20 requirements set forth in the Development Agreement. (*See, e.g., EXHIBIT A*, Development
21 Agreement § 7.2 (prohibiting the City from imposing new exactions on the Project after the
22 Development Agreement is executed).) This uncertainty undermines Hollywood Park’s ability to
23 secure financing for future phases and threatens the economic viability of completing the Project
24 as designed.

25 126. **Fourth**, the City’s repudiation calls into question the validity of revenue-
26 sharing commitments that are essential to the Project’s financial structure. The Development
27 Agreement specifically provides that the City will not share in sponsorship or signage revenues,
28 recognizing these revenue streams as necessary to support Hollywood Park’s private funding of

1 the Project without public subsidy. These commitments formed a critical component of
2 Hollywood Park’s decision to invest over \$5 billion in the Project and were essential to securing
3 investor support.

4 127. *Fifth*, the Development Agreement requires the City to assist Hollywood Park in
5 attracting and retaining major sporting events and organizations. These obligations generate
6 substantial benefits for all parties and the broader community through increased tax revenues, job
7 creation, and regional prominence. The City’s position that the Agreement is void eliminates
8 these mutual commitments and threatens Hollywood Park’s ability to continue hosting world-class
9 events that have transformed Inglewood into an internationally recognized sports and
10 entertainment destination.

11 128. A judicial declaration that the Development Agreement remains valid and
12 enforceable against the City is necessary to protect Hollywood Park’s valuable vested interests in
13 the Project. Such a judicial declaration will provide the certainty necessary for both parties to
14 understand their respective rights and obligations going forward, to prevent the City from
15 continuing to repudiate its contractual commitments after enjoying substantial benefits, and to
16 protect Hollywood Park’s investments made in reasonable reliance on the City’s assurances.

17 129. For these reasons, Hollywood Park respectfully seeks a judicial declaration per
18 Section 1060 of the Civil Procedure Code to confirm that the Development Agreement remains
19 valid and each party’s rights and obligations under the Development Agreement remain
20 enforceable.

21 **SECOND CAUSE OF ACTION**

22 **Common Count: Goods and Services Rendered (*Quantum Meruit*)**

23 130. Hollywood Park incorporates all prior allegations in this Complaint.

24 131. The City requested, by its words and conduct, that Hollywood Park construct a
25 multi-billion dollar mixed-use development anchored by SoFi Stadium and YouTube Theater and
26 invest substantially in public infrastructure improvements. Hollywood Park performed the
27 services the City requested by:
28

- 1 • Investing over \$5 billion in private capital to construct SoFi Stadium, YouTube Theater, and supporting mixed-use development;
- 2
- 3 • Constructing at its own cost substantially all public infrastructure required for the Project, including roads, sidewalks, parks (Champion Plaza, Lake Park, and lower American Airlines Plaza), utilities, and water/sewer systems;
- 4
- 5 • Transferring the rights to 282 acre feet of water per year to the City;
- 6 • Contributing over \$13 million to upgrade the City’s automated traffic signal management so that the Inglewood Public Works Department could successfully manage stadium and other venue-related traffic from City Hall or SoFi Stadium in coordination with neighboring cities;
- 7
- 8
- 9 • Successfully hosting the 2022 Super Bowl, the 2023 CFP Championship Game, and the LA Bowl in 2021, 2022, 2023 and 2024;
- 10
- 11 • Contributing \$29,000,000 for a wide area multilateral system radar for monitoring air traffic;
- 12
- 13 • Securing commitments to host the 2026 FIFA World Cup, 2027 Super Bowl, and 2028 Olympic events;
- 14
- 15 • Constructing over 300 new residential units;
- 16
- 17 • Constructing the NFL Office and Media Building;
- 18 • Entering into an agreement with a third party to construct a 300-room hotel which is currently under construction and is expected to open in fall 2026; and
- 19 • Commencing construction of a studio/broadcasting facility that will initially serve as the site of the Olympic Broadcast Studio for the 2028 Olympics.

19 132. The City has not reimbursed Hollywood Park in full for the substantial public
 20 infrastructure improvements Hollywood Park provided for the benefit of the City or for the cost of
 21 public services, and the City has further demanded that Hollywood Park return the partial
 22 reimbursements for public services the City has paid to date.

23 133. Subject to proof at trial, as of September 30, 2025, the reasonable value of the
 24 public improvements Hollywood Park provided to the City is approximately \$376 million, and the
 25

1 reasonable value of the public services Hollywood Park paid for is approximately \$72 million
2 (\$20 million of which the City has already paid but has demanded to be returned).⁷

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for judgment and relief as follows:

5 A. A judicial declaration that the Development Agreement remains fully valid and
6 enforceable against the City;

7 B. An order that the City pay restitution to Hollywood Park, according to proof at
8 trial, for all good and services Hollywood Park has provided to the City to date, subject to the
9 terms of and within the scope of the Development Agreement;

10 C. An award of reasonable attorneys' fees and costs to the prevailing party pursuant to
11 Section 27 Development Agreement;

12 D. Pre-judgment interest;

13 E. Post-judgment interest; and

14 F. For such other and further relief as the Court deems just and proper under the
15 circumstances.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs demand a jury trial under Article I, Section 16 of the California Constitution and
18 Section 631 of the Civil Procedure Code on all issues triable to a jury.

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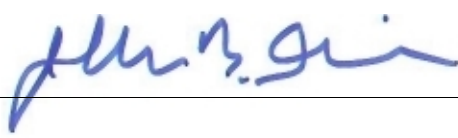
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26 ⁷ Pursuant to Section 26 of the Development Agreement, Hollywood Park will serve a Notice of
27 Default on the City for its failure to comply with its reimbursement obligations under Section 15.3
28 of the Development Agreement. If the City does not timely cure its default, Hollywood Park will
seek leave to amend its complaint to add a cause of action for breach of contract against the City.

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DATED: December 16, 2025

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By  _____

John B. Quinn
Christopher Tayback
Derek L. Shaffer
Joseph Sarles
Dakota S. Speas

Attorneys for Plaintiffs

EXHIBIT A

COPY of Document Recorded

Has not been compared with original.
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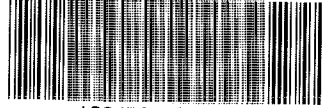
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AMENDED AND RESTATED DEVELOPMENT AGREEMENT
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**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
HOLLYWOOD PARK**

This Amended and Restated Development Agreement (this "Agreement") is entered into as of the Adoption Date by and between the CITY OF INGLEWOOD, a municipal corporation ("City"), and the owners of the Property (as defined herein) (individually and collectively, as the context may require, but expressly excluding the City or any other public agency or body that is the owner of the Civic Site (as defined herein), "Landowner"). City and Landowner and their respective Transferees and assigns are hereinafter collectively referred to as the "Parties" and singularly as a "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 the City and any person having a legal or equitable interest in the 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. Each Landowner that is not an individual is in good standing in the state of its formation or incorporation, as applicable, and is qualified to do business in the State of California.

C. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Inglewood, County of Los Angeles, more particularly described in Exhibit A-1 attached hereto (the "Property"). Any Landowner executing this Agreement represents that all persons holding legal or equitable interests in the portion of the Property owned by such Landowner shall be bound by this Agreement. In this Agreement, each Landowner may at times be described by referring to that portion of the Property owned by that Landowner (e.g., the "Retail Property Landowner").

D. Adoption of Original Development Project Approvals. The redevelopment planning for Hollywood Park has been an organic process arising out of over five years of careful study and public input from Inglewood residents. To encourage community participation in the planning of the redevelopment of the Property, Hollywood Park Land Company held four initial community workshops between April and August 2006, in addition to on-going block group meetings and presentations to community groups throughout the City. The four initial public workshops were interactive and iterative. The workshops focused on identifying goals and preferred residential product types, architectural and landscape characteristics, and the economic realities and market conditions for various types of potential retail and other uses desired by the community. In response to community feedback, a preliminary framework for development was presented, and subsequently refined with further comments from the community. A draft of the Original Specific Plan (as defined herein) and its implications for the City were presented in a series of workshops before the City Council and the Planning Commission beginning on July 14, 2008. Consistent with the goal of pursuing mixed-use-oriented development, in 2008 Hollywood Park Land Company submitted an application requesting that City (i) amend the City's General Plan to permit the uses contemplated by the draft Original Specific Plan; (ii) adopt the Draft Specific Plan so as to create a comprehensive set of development standards and design criteria; (iii) rezone the Property so as to permit the land uses as described in the draft Original Specific Plan; and (iv) approve a Vesting Tentative Tract Map for the Property, with the associated Public Improvements and the other on- and off-site improvements contemplated by or embodied within the draft Original Specific Plan and the Project Approvals (as defined below). On May 11, 2009, 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 the Original Development Agreement (as defined herein). The Planning Commission, by Resolution No. 1560, recommended that the City Council approve the Original Development Agreement. The Original Development Agreement was subsequently amended on December 19, 2012 and August 21, 2013. The Original Specific Plan was amended by a technical revision on October 9, 2013, and again on September 23, 2014.

E. Environmental Review. On June 3, 2009, the City Council certified as adequate and complete, the Hollywood Park Redevelopment Environmental Impact Report ("EIR") for the Original Development Project (as defined herein), prepared under the California Environmental Quality Act ("CEQA"). Mitigation measures were required in the EIR and are incorporated into the Original Development Project as conditions of approval and as obligations of this Agreement (the "Original Mitigation Measures"). In determining impacts and creating mitigation, the EIR assumed full build-out of the Original Development Project, as well as the cumulative impacts from development of the Northern Parcel with 796,970 square feet of development and 3,296,557 square feet of other development in the City of Inglewood. On September 23, 2014, the City Council subsequently certified an Environmental Impact Report Addendum (EA-EIR-AD-2014-44) ("EIR Addendum") in respect of certain changes to the Original Development Project described therein.

F. Opportunity for Stadium and Related Benefits. The City may now take advantage of an opportunity for even greater economic benefit to Inglewood residents, and bring international attention back to Inglewood, through the proposed construction of a world-class, state-of-the-art sports and entertainment destination suitable to host regional, national, and international sporting events, concerts, conventions, open-air fairs and markets, and community gatherings. This proposed evolution of the original Hollywood Park development concept will define a modern and vibrant visual and architectural identity for Inglewood, and will realize the benefits of the original redevelopment concept for Hollywood Park, rearranged and appropriately sized to facilitate the inclusion of the new stadium and entertainment venue.

G. Initiative Process. In early 2015, a voter-sponsored initiative petition (the "Initiative") began circulating in the City for the purpose of the City approving amendments to the General Plan, the Municipal Code, and the Original Development Agreement, and to add a new chapter to the Original Specific Plan, to permit implementation of the Stadium Alternative Project (as defined below).

H. Project and Project Approvals. Through the initiative process, the Original Specific Plan has now been amended to provide for development of one of two alternate mixed use projects (each, a "Project"): (a) the development plan for the Property contemplated by the Original Specific Plan (the "Original Development Project"), and (b) the development plan for the Property set forth in Chapter 6 of the Specific Plan (the "Stadium Alternative Project"). The provisions of this Agreement shall apply to either Project alternative, unless expressly set forth herein. The following land use approvals, together with the Initiative, constitute the "Project Approvals":

H.1 The EIR. As to the Original Development Project, the EIR and the Original Mitigation Measures (each as modified by the EIR Addendum), which are incorporated into the Original Development Project as conditions of approval (City Resolution No. 09-43), and as to the Stadium Alternative Project, those certain mitigation measures set forth on Exhibit M (the

"Stadium Alternative Mitigation Measures"), which incorporate the Original Mitigation Measures, together with enhanced mitigation with respect to the Stadium and related land uses as obligations of the applicable Landowner if the Stadium Alternative Project is elected by the Landowner;

H.2 A General Plan Amendment (the "General Plan Amendment"), approved by the City on July 8, 2009 (City Resolution No. 09-71), and as further amended by the Initiative;

H.3 The Hollywood Park Specific Plan approved by the City on July 8, 2009 (City Ordinance No. 09-12), as amended by that certain Technical Revision No. 2013-01 issued October 9, 2013 and that certain Specific Plan Amendment No. 2014-01 (Ordinance No. 14-12) approved by the City on September 23, 2014, as further amended by the Initiative (the "Specific Plan"), as amended from time to time in accordance with this Agreement and the Initiative;

H.4 Zoning Amendment approved by the City on July 8, 2009 (City Ordinances No. 09-010 & 09-011) and on September 23, 2014 (City Ordinance ZC 2014-01), and as further amended by the Initiative (collectively, the "Zoning Amendment");

H.5 Vesting tentative map approved by the City on July 8, 2009 (City Resolution No. 09-73) as amended by the City on November 25, 2014 (City Resolution No. 15-19) (the "Master Map"); and

H.6 This Amended and Restated Development Agreement, as adopted by the Initiative, which amends and restates and supersedes that certain Development Agreement adopted on July 8, 2009 by City Ordinance No. 09-14 and recorded in the Official Records of Los Angeles County, California ("Official Records") on September 10, 2009 as Instrument Number 20091387150, as amended by that certain Minor Amendment to Development Agreement by and between Hollywood Park Land Company and City dated December 19, 2012 and recorded in the Official Records on January 24, 2013 as Instrument Number 20130118910 and that certain Second Minor Amendment to Development Agreement by and between Hollywood Park Land Company and City dated August 21, 2013 and recorded in the Official Records on August 8, 2013 as Instrument Number 20131278216 (collectively, the "Original Development Agreement").

I. **Specific Plan Consistent with the General Plan.** The Specific Plan offers the potential for unprecedented economic growth and job creation. The Specific Plan is consistent with and implements the goals and policies of the City's General Plan, and satisfies the necessary requirements and goals of all other applicable laws of the City. The Specific Plan provides balanced and diversified land uses in order to maintain the overall quality of life and of the environment within the City, to impose appropriate requirements with respect to land development and usage, and to provide substantial amounts of open space for the public's use and enjoyment. This Agreement satisfies the Government Code Section 65867.5 requirement of general plan and specific plan consistency.

J. **Former Redevelopment Agency Actions.** As part of the Original Development Project, on June 8, 2009, the Redevelopment Agency of the City of Inglewood (the "Former Redevelopment Agency") approved an amendment to the Amended and Restated Redevelopment Plan for the Merged In Town, La Cienega, Manchester-Prairie, North Inglewood Industrial Park, Century, and Imperial-Prairie Redevelopment Projects. As part of the Original Development Project, on July 8, 2009, the Redevelopment Agency also approved the Owner Participation Agreement between Landowners' predecessor-in-interest and the Former Redevelopment Agency (Redevelopment Agency Resolution No. 09-09).

K. **Costs of Public Improvements and Services.** Each Landowner (and when applicable an assignee or Transferee as provided for in Section 18) agrees to pay the costs of Public Improvements required to develop its Property as are specified herein on Exhibits C or C-1, as applicable, to mitigate impacts on the community of the development of the Property, and City agrees to provide such services specified herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's commitments set forth herein, including mitigating the impacts arising as a result of development entitlements granted pursuant to this Agreement, City could not and would not approve the development of the Property as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's (and, when applicable, an assignee or Transferee as provided for in Section 18) agreement to pay the cost of Public Improvements specified herein to mitigate the impacts of development of the Property as development occurs.

City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning process and secure orderly development of the Project consistent with the Specific Plan, assure progressive installation of necessary improvements and mitigation appropriate to each stage of development of the Project, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The Project is highly capital intensive, especially in its initial phases, which, in order to make the Project economically and fiscally feasible, requires major commitments to and investment in public facilities and on-site and off-site improvements prior to the construction and sale or leasing of the residential, retail and commercial units. In order to enable the Landowner to expend the necessary sums to prepare the plans referred to in this Agreement and to pursue other various pre-development work associated with the development of the Project, the City desires to provide certainty through this Agreement with respect to specific development criteria to be applicable to the Property in order to provide for appropriate utilization of the Property in accordance with sound planning principles.

L. **Public Benefits Provided Pursuant to the Development Agreement.** The City has determined that the development of the Project will afford City, its citizens and the surrounding region with the following primary benefits, depending upon whether Developer elects to proceed with the Original Development Project or the Stadium Alternative Project (all as set forth in Section 16 of this Agreement). The City finds and declares that benefits L.1 through L.6 and L.14 are public benefits in excess of 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 "Extraordinary Public Benefits"):

L.1. Park improvements that exceed the cost and quality mandated by the City's existing ordinances as well as park maintenance at no cost to City taxpayers.

L.2. Implementation of a Jobs/Employment, Local Hire, and Training program.

L.3. Commitment to convey 4 acres of land, at no cost to the City, for civic land uses including affordable housing as selected by the City (which commitment has already been satisfied).

- L.4. Funding of ITS improvements at intersections not significantly impacted by the Project but improved to make the ITS system more effective and efficient.
- L.5. Commitment that the First Phase of construction of the Project would include a minimum of 500,000 gross square feet of Hybrid Retail Center (as defined in Section 2), which will include at least two major anchors, one of which would be a theater with a minimum of 12 screens and a minimum of 10,000 square feet of Upscale Table-Service Restaurant space (as defined in Section 2).
- L.6. Provision of payments to the City to offset general fund tax revenue of up to \$1,742,000 annually lost following commencement of the Project and prior to stabilization of general fund revenues generated as a result of the development.
- L.7. Creation of a wide-variety of housing opportunities in a wide-range of price points.
- L.8. Retention and improvement of the casino/gaming facility, preserving a continuing revenue source.
- L.9. Creation of opportunities for the City to keep retail sales within the City limits, and to foster economic growth through the development of new, high-quality retail development and property taxes from the construction of housing units.
- L.10. Provision of an on-site police storefront facility to be operated by the Inglewood Police Department.
- L.11. Creation of public improvements such as right-of-way improvements, streets and roads within the property (including frontage along Century Boulevard and Prairie Avenue), funding of ITS at six intersections impacted by the Project, utilities (including gas, electricity, cable television, telecommunications, water, sewer and storm drainage), pedestrian and bicycle paths, fair share mitigation measures and other infrastructure improvements and facilities required by the Original Mitigation Measures (as to the Original Development Project) and as set forth in this Agreement (as to the Stadium Alternative Project).
- L.12. Creation of sustainable storm water treatment system and features designed to naturally reduce or avoid water quality and hydrologic impacts.
- L.13. Creation of provisions in the Specific Plan which would permit future development of hotels on the Property when the market demand exists for such hotels.
- L.14. If the Stadium Alternative Project is elected:
 - a. Aggregate payments of One Million Dollars (\$1,000,000) to fund after-school programs for youth in Inglewood.
 - b. Use of primary identity signage at the perimeter of the Project (as defined at Table 6-7 of the Specific Plan) for general public announcements and promotion of civic events and services.
 - c. Use of the Stadium for public school commencement exercises, high school sports games, and City or a City-recognized local community-based charitable organization events.

In exchange for the Extraordinary 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 development of the Project, over the Project's estimated long term development horizon, in accordance with procedures provided by law and in this Agreement, and that Landowner may proceed with the Project in accordance with the Existing City Laws. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

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. **Administrator.** The Administrator shall mean the City Manager of Inglewood or his or her designee, and shall be referred to as the "City Administrator".
 - 2.2. **Adoption Date.** The date that the Initiative goes into effect in accordance with the California Election Code.
 - 2.3. **Affiliate.** With respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person. In addition to the foregoing, if the specified Person is an individual, the term "Affiliate" also includes (a) the individual's family members and (b) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals. If the specified Person is a trust, "Affiliate" includes its trustee and each beneficiary of such trust. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
 - 2.4. **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 develop the Project in accordance with this Agreement, including, but not limited to, the

Project Approvals, specific plan amendments, subdivision maps, plot plans, minor administrative permits, sign permits, lot mergers, lot line adjustments, building permits, use permits, variances, demolition permits, site clearance, grading plans and permits, certificates of occupancy, municipal financing (including Mello-Roos bonds), abandonment of streets or rights-of-way, right-of-way transfers, and utility and other easements.

- 2.5. **Casino Property.** Defined in Section 16.6.
- 2.6. **CC&Rs.** Covenants, conditions and restrictions recorded in the Official Records on all or any portion of the Property, imposing covenants running with the land, equitable servitudes and/or easements governing the design, maintenance, operation, access and other matters in connection with the real property affected by the CC&Rs.
- 2.7. **CEQA.** The California Environmental Quality Act (Public Resources Code §§ 21000, et seq.) and the Guidelines there under (Title 14, Cal. Code Regs. § 15000, et seq.).
- 2.8. **City-Wide Laws.** Any City Laws generally applicable to a category of development or use 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 ordinances, resolutions, codes, rules, regulations, taxes and official policies of the City which only apply to or impact the Project or any elements thereof (including the casino or the Stadium) shall not be considered City-Wide Laws. For the purposes hereof, "City-Wide Laws" includes the variant "City-Wide."
- 2.9. **City Law(s).** The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the permitted uses of land, density, design, improvement and construction standards and specifications applicable to the development of the Property and property upon which required off-site public improvements will be constructed. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the Specific Plan, the City's zoning ordinance and the City's subdivision regulations.
- 2.10. **Community Facilities District.** Defined in Section 15.2.
- 2.11. **CPI.** The consumer price index for Los Angeles, California (urban wage earners) most recently published by the Bureau of Labor Statistics, or such other substitute index as the Parties shall mutually agree.
- 2.12. **CPI Factor.** The relative increase in the CPI from the Adoption Date to the date at which the relevant calculation is being made.
- 2.13. **Default.** Defined in Section 24.
- 2.14. **Effective Date.** The date that is the later to occur of (i) the Adoption Date or (ii) the date that all Landowners (other than the Landowner of the Civic Site) have executed a counterpart signature page to this Agreement.
- 2.15. **EIR.** Defined in Recital E above.
- 2.16. **Election to Discontinue Racing.** June 18, 2013, the date when Landowners' predecessor-in-interest delivered written notice to the City that it had elected to discontinue horseracing activities conducted on the Property because of the voluntary decision not to pursue an allocation of racing dates for racing activities on the Property.
- 2.17. **Enacting Ordinance.** The ordinance adopted by the Initiative.
- 2.18. **Exactions.** All exactions, costs, fees, in-lieu fees or payments, charges, 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, or use of real property, including but not limited to transportation improvement fees, park fees, child care in-lieu fees, art fees, affordable housing fees, infrastructure fees, dedication or reservation requirements, facility fees, sewer fees, water connection fees, building permit fees, obligations for on- or off-site improvements or construction requirements for Public Improvements, or other conditions for approval called for in connection with the development of or construction of the Project, whether such exactions constitute Public Improvements, Mitigation Measures in connection with environmental review of the Project Approvals or other Approvals, Stadium Alternative Mitigation Measures, 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.
- 2.19. **Existing City Laws.** The City Laws in effect as of the Adoption Date, including but not limited to any amendments to such laws adopted by the Initiative concurrently herewith.
- 2.20. **Existing Land Use Regulations.** Collectively, (i) the City of Inglewood General Plan, (ii) Chapter 12, Planning and Zoning of the City's Municipal Code (including the Zoning Amendment), and (iii) all other ordinances, resolutions, regulations, and official policies governing land use development and building construction in the versions of these documents in effect in the City as of the Adoption Date of this Agreement.
- 2.21. **Extraordinary Public Benefits.** Defined in Recital L and Section 16.
- 2.22. **First Phase.** Defined in Section 17.
- 2.23. **General Plan.** The General Plan for the City, adopted by the City Council in January 1980, and subsequently amended, and in effect as of the Adoption Date. The term "General Plan" as used herein includes the General Plan and General Plan Amendment.
- 2.24. **General Plan Amendment.** The General Plan amendments approved by the City Council on July 8, 2009, by Resolution No. 09-71 and the amendments subsequently adopted by the Initiative concurrently with this Agreement.

2.25. Hybrid Retail Center. A retail center with an open-air configuration which includes a minimum of 500,000 gross square feet of retail space and restaurants, including the following: (a) approximately 60,000 to 80,000 square feet for a multi-screen cinema with at least twelve (12) screens; (b) approximately 40,000 to 80,000 square feet for (or such other amount of square footage necessary to meet the typical new store space requirements of) a national or regional retailer such as Kohl's, H&M, Best Buy, Nordstrom Rack, Macy's or other retailer of similar type and quality; (c) approximately 80,000 square feet for a "Market Hall" area which includes space for restaurants, small shops and opportunities for local merchants and artists, is open during the same hours as the Hybrid Retail Center for a minimum of six days a week, and requires tenants to obtain written leases or, as an alternative to the "Market Hall," an additional national or regional retailer as set forth in subsection b herein, or a combination of the foregoing uses; (d) a minimum of 10,000 square feet of Upscale Table Service Restaurant space; the majority of the balance of the 500,000 square feet of space consisting of national or regional specialty stores, as well as general merchandise and services in full depth and variety, grocery stores and quick-service food service vendors (including fast-food restaurants) to be located throughout the retail center; and design ambience and amenities such as fountains and street furniture that are conducive to casual browsing. The Retail Center shall not include the following: (a) membership warehouse stores; (b) liquidation retailers such as "99 Cent Only" stores and "\$1 Only" stores; (c) drive-through fast food; (d) stand-alone pads on which fast-food restaurants are located; or (e) a large-format retail discount store of 100,000 square feet or more, or a retail discount store of less than 100,000 square feet that devotes more than ten percent (10%) of its sales floor to groceries, unless otherwise approved by City Council.

2.26. Map Approval. Any tentative tract map approved by the City Planning Commission or the City Council at any time in the future, which subdivides all or a portion of the Master Map, or any recorded instrument implementing any lot line adjustment or lot merger. Each such map shall be called an "Individual Map."

2.27. Hollywood Park Land Company. Hollywood Park Land Company, LLC, a Delaware limited liability company, or its successor in interest.

2.28. 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.

2.29. Map Approvals. The Master Map Approval and the Individual Map Approval(s).

2.30. Master Map Approval. The Vesting Tentative Tract Map No. 69906 approved by the City Council on July 8, 2009, by Resolution 09-73, and as subsequently amended by the City Council on November 25, 2014, by Resolution 15-19 and as may be further amended or replaced by the City from time to time, that subdivides the Property into parcels consistent with the land use plan described in the Specific Plan. Such map shall be called the "Master Map."

2.31. Mitigation Measures. As applicable, either the mitigation measures applicable to the Original Development Project developed as part of the EIR process and required to be implemented by Landowner, and adopted as part of the Project Approvals and implemented through the MMRP, or the Stadium Alternative Mitigation Measures applicable to the Stadium Alternative Project.

2.32. MMRP. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals, as it applies to the Original Development Project, adopted by the City Council on June 3, 2009, by Resolution No. 09-43.

2.33. 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.

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

2.35. Northern Parcel. That certain real property located in the City of Inglewood, County of Los Angeles, more particularly described in Exhibit A-3.

2.36. Notice of Start of Development. Written notice from Landowners' predecessor-in-interest to City indicating that Landowner intends to start with development of the Project, which notice was deemed given on December 19, 2012.

2.37. Original Development Project. As defined in Recital H.

2.38. Original Specific Plan. Chapters 1 – 5 of the Specific Plan.

2.39. Party. City and Landowner(s), and their respective assignees or Transferees, determined as of the time in question, and collectively they shall be called the "Parties."

2.40. Permitted Delay. Defined in Section 36.

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

2.42. Plot Plan Review. Site plan, architectural review and other review of Plot Plans by City as set forth in the Hollywood Park Specific Plan.

2.43. 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.

2.44. Project. As defined in Recital H.

2.45. Project Approvals. As defined in Recital H.

2.46. Property. As defined in Recital C.

2.47. Public Improvements. The lands and facilities, both on- and off-site, to be improved and constructed and maintained by Landowner, and publicly dedicated or made available for public use, as provided by the Project Approvals and this Agreement, all as listed on Exhibits C or C-1, as applicable. Public Improvements consist of all right-of-way improvements, designated public streets and roads within the Property; all utilities (such as gas, electricity, cable television, water, sewer and storm drainage); pedestrian and bicycle paths and trails; parks and open space (including maintenance); the off-site public improvements; the fair share Mitigation Measures; and all other improvements and facilities required or called for by the Mitigation Measures and this Agreement to be implemented by Landowner.

2.48. Residential Property. That certain real property located in the City of Inglewood, County of Los Angeles, more particularly described in Exhibit A-4.

2.49. Retail Property. That certain real property located in the City of Inglewood, County of Los Angeles, more particularly described in Exhibit A-5.

2.50. Specific Plan. As defined in Recital H.

2.51. Stadium. A multi-purpose stadium on the Property with up to approximately 80,000 fixed seats which may be used for a wide range of sporting and entertainment events, which may be partially enclosed with a roof that may be transparent and/or able to be opened to the sky.

2.52. Stadium Alternative Project. As defined in Recital H.

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

2.54. Transferee. Defined in Section 18.

2.55. Transferred Property. Defined in Section 18.

2.56. Upscale Table-Service Restaurant. An upscale restaurant with table service which includes or is of a similar type and quality as the following exemplary restaurants: P.F. Chang's, Cheesecake Factory, RA Sushi, Marmalade Café, Lucille's Smokehouse BBQ, Buca di Beppo, California Pizza Kitchen, B. Smith's, Georgia Brown, Mimi's Cafe or Il Fornaio.

3. Description of Property. The property, which is the subject of this Development Agreement, is described in Exhibit A-1 attached hereto.

4. Interest of Landowner. Each Landowner has a legal or equitable interest in the Property. Each Landowner executing this Agreement represents on its own behalf that it holds legal or equitable interests in the Property and shall be bound by the Agreement.

5. Relationship of City and Landowner. The Parties specifically acknowledge that the Project is a private development, that no Party is acting as the agent of any other Party in any respect hereunder, and that 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 affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. The 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 the City and Landowner joint venturers or partners.

6. Effective Date and Term.

6.1 Effective Date. The original effective date of the Original Development Agreement was August 7, 2009 (the "Original Effective Date"), which was the effective date of City Ordinance No. 09-14 adopting the Original Development Agreement. The effective date of this Agreement is the 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 Adoption Date, the City Clerk shall cause this Agreement to be recorded in the Official Records, provided that a referendum applicable to the Enacting Ordinance has not been timely submitted to the City.

6.2 Term. The term of this Agreement shall commence on the Effective Date and extend for an initial term of twenty-five (25) years ("Initial Term"), unless said Initial Term is terminated, modified or extended by the terms of this Agreement.

The Initial Term may be extended by three consecutive extension terms of an additional ten (10) years (each, a "Term Extension") if the Landowner elected to proceed with the Stadium Alternative Project and the Stadium remains operational, and prior to the expiration of the Initial Term, Landowner satisfies the following requirements: (a) the Landowner has not received a notice of Default under this Agreement which remains uncured; (b) certificates of occupancy have been issued for a minimum of 500,000 square feet of Hybrid Retail Center as authorized by the Project Approvals including two anchor tenants one of which shall be a theater with a minimum of 12 screens and 10,000 square feet of Upscale Table-Service Restaurant; (c) a certificate of occupancy has been issued for the police storefront facility; (d) the Retail Property Landowner (or the holder of the right, if it has been transferred) applied for the applicable extension of this Agreement; and (e) a certificate of occupancy has been issued for the Stadium. The application for Term Extension shall specify development milestones and infrastructure that will be completed during the Term Extension.

The City Administrator shall, within 60 days of receipt of a complete application for Term Extension, determine in writing whether the requirements (a) through (e) above have been satisfied. If the requirements have been satisfied, he or she shall execute a Term Extension document, which must be approved as to form by the City Attorney, and shall request that the City Clerk record the Term Extension document within ten (10) days of action by the City Administrator. If the City Administrator determines that any of the requirements specified in conditions (a) through (e) above have not been satisfied, the City Administrator shall deny the Term Extension. The determination of the City Administrator regarding the Term Extension may be appealed to the Planning Commission and the determination of the Planning Commission may be appealed to the City Council, who shall make a final determination on the Term Extension.

If the Retail Property Landowner (or the holder of the right, if it has been transferred) submits its application for a term extension at least one (1) year prior to the end of the Initial Term and any administrative determination or appeal regarding the Term Extension extends beyond the Initial Term, this Agreement shall remain in full force and effect for up to six (6) months following the end of the Initial Term.

6.3 Extension of Term Due to Litigation. In the event that litigation is filed by a third party (defined to exclude City and Landowner or any assignee or Transferee of Landowner) which seeks to invalidate this Agreement or any of the Approvals related to the First Phase, the term of this Agreement shall be extended for a period equal to the length of time from the time a summons and complaint and/or petition are served on the defendant(s)/respondent(s) until the resolution of the matter is final and not subject to appeal; *provided, however*, that the total amount of time for which the term shall be extended as a result of any and all litigation shall not exceed five years.

6.4 Extension of Approvals. Upon the granting of any Approval, including but not limited to any tentative tract map, the Master Map, any Individual Map, and any Plot Plan Review, the term of such Approval shall be extended automatically through the Initial Term or Term Extension, as applicable, of this Agreement, notwithstanding any other City Law.

6.5 Automatic Termination Only Upon Completion and Sale of Residential Lot. Notwithstanding the final build-out of any commercial improvements on the Property (including, if the Stadium Alternative Project is elected, the Stadium and/or ancillary performance venue), this Agreement shall not terminate with respect to such portions of the Property. This Agreement shall, however, automatically terminate, without any further action by any party or need to record any additional document, with respect to any single-family or condominium attached or detached residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such residential lot, and conveyance and occupancy of such improved residential lot to a bona-fide good-faith purchaser (e.g., individual homeowner or end-user). In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any tax, assessment, or affordable housing restriction or covenant affecting such lot at the time of termination.

6.6 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 (absent this Agreement), or other rights arising from Approvals granted by City for development of all or any portion of the Project, including, but not limited to any approved Plot Plan Review, valid building permit, or certificate of occupancy. Termination of the Agreement shall not affect the validity of any building or improvement within the Property which is completed as of the date of Termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no Termination shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to an approved Plot Plan Review, valid building permit previously issued by the City or certificate of occupancy provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

7. Vested Rights.

7.1 Permitted Uses. Except as set forth in Sections 7.2, 7.3, 7.4 and 8 (including all subsections therein) below, during the Initial Term of this Agreement and the Term Extension, if granted, the permitted uses of the Property, the density and intensity of use, the rate, timing and sequencing of development, the maximum height (except as limited by the Federal Aviation Administration) and design and size of proposed buildings, the parking standards, and provisions for reservation and dedication of land, shall be those set forth in (a) the City's ordinances, resolutions, codes, rules, regulations and official policies in force and effect on the Original Effective Date and (b) the Project Approvals in effect as of the Adoption Date (collectively, the "Vested Rights").

7.1.1 Public Safety Management and Parking Operations Plan. In accordance with Chapter 8, Article 3 of the Inglewood Municipal Code concerning permits, in the event that there has been an election to proceed with the Stadium Alternative Project in accordance with the Specific Plan, the City Council hereby authorizes any and all events held at the Property that are permitted uses pursuant to the Specific Plan, provided that the applicable Landowners have submitted to the City, no less frequently than once per calendar year, a Public Safety Management Plan that outlines procedures for ingress and egress of event attendees and employees, noise management, emergency response personnel, and emergency vehicles in the event of a fire, earthquake, or similar casualty event, and a Parking Operations Plan that sets forth policies and procedures for managing event parking. Pursuant to Section 8-28 of the Inglewood Municipal Code, City has determined that an event held in accordance with the procedures set forth in a Public Safety Management Plan and otherwise in conformance with the Parking Operations Plan approved by the City Administrator or his or her designee shall not require additional permits. 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 accordance with an approved Public Safety Management Plan. Any necessary or desirable amendments to a Public Safety Management Plan or a Parking Operations Plan during any operations year may be processed administratively with the City Administrator or his or her designee.

7.1.2 Costs of Services. If the Stadium Alternative Project is elected, then the Landowner responsible for the Stadium 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.

7.2 Fees, Taxes and 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 increase any existing Exactions above the CPI Factor, 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 City fees and taxes applicable to the Project as of the Adoption Date are set forth in Exhibit B ("Applicable Fees and Taxes"). 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 (including, without limitation, any future Specific Plan amendment with respect to new uses or development on the Northern Parcel), so long as such amendment or Approval does not materially alter the purpose, use and operation of the Stadium as a venue as contemplated by this Agreement (if the Stadium Alternative Project has been elected). Notwithstanding the foregoing, nothing in this Agreement shall restrict the City's ability to impose feasible mitigation measures in connection with any CEQA review of the future Specific Plan amendment contemplated for the Northern Parcel. The Parties acknowledge that the provisions contained in this Section 7.2 are intended to implement the intent of the Parties that Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that City receive the benefits which will be conferred as a result of such development

without abridging the right of City to act in accordance with its powers, duties and obligations. To that end, any Exactions adopted by the City after the Adoption Date (or in the case of an existing Exaction, any increase except for adjustments by the CPI Factor as described above), shall not apply to the Project. 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 signage, sponsorship or naming rights, or any personal seat licenses or similar use rights in connection with the Project. If the Stadium Alternative Project is elected, to the extent that there are increases in the Parking Tax and Admissions Tax listed on the Applicable Fees and Taxes that would apply to the Project or the Property under then-applicable law, such increases shall not be imposed on the Project or the Property for the first two years after receipt of the Certificate of Occupancy for the Stadium and thereafter shall be limited to annual increases of the lesser of the CPI Factor or two percent (2%) per annum, provided that no more than once every five years the City may propose to increase the Parking Tax and/or the Admissions Tax applicable to the Project in excess of the lesser of the CPI Factor or 2% per annum if other venues in the Los Angeles area that compete with the Stadium are generally paying higher exactions and fees related to parking and admissions than the Stadium, at which point the Parties shall meet and confer on such proposed increases to determine whether any proposed increase will cause a competitive disadvantage to the Stadium as compared to other venues in the market (assuming for that purpose that any such increase will be passed along to purchasers of tickets or parking privileges for the Stadium), in which case such increase shall not be implemented. Any such increase will require the consent of the Landowner of the property containing the Stadium (which shall not be unreasonably withheld).

To the extent that there are Exactions that are first adopted or imposed by the City after the Adoption Date, such Exactions shall not be imposed on the Project. 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 the City the full costs of a contract planner or contract building plan check person if such services are determined to be necessary by the Economic and Community Development Department Director of his or her designee, or by Landowner in order to achieve its desired timeframes for construction of the Project; provided, however, in such event there shall be no Plan Check Fees paid by Landowner to the City, but Landowner shall pay to City an amount equal to fifteen percent (15%) of the contract planner costs to cover the City's administrative costs. The 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. This Agreement shall not limit the City's right and power to impose taxes on the Property or Project provided that any taxes imposed are adopted pursuant to all applicable laws and that said tax qualifies as a City-Wide Law.

7.3 Rules Regarding Design, Engineering and Construction for Public Improvements. All ordinances, resolutions, rules, regulations and official policies governing engineering and construction standards and specifications applicable to the Public Improvements shall be those in force and effect at the time the tentative subdivision map for the property that includes the specific improvement is approved, provided however, unless such ordinance, resolution, rule, regulation or official policy is required by state or federal law, the ordinance, resolution, rule, regulation or policy shall not be applied to the Public Improvement to the extent that it and/or they would require modification of the density or intensity of uses as set forth in the Specific Plan to the extent that it conflicts with specifications for Public Improvements, including but not limited to, curbs, streets, gutters and sidewalks, contained in the Specific Plan or Master Map.

7.4 Uniform Codes Applicable. The Project shall be constructed in accordance with the provisions of the Specific Plan and 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.

7.5 City's Consideration and Approval of Requested Changes in the Project. City acknowledges that the Landowner may in the future desire to further specify, modify or expand the precise location, configuration, size and height of the proposed buildings or modify the mix of proposed uses 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 addition, City acknowledges that the Landowner may process an amendment to the Specific Plan for a portion of the Northern Parcel (not included in the Stadium Alternative Project) to permit development consistent with the General Plan, and such amendment shall not require an amendment to this Agreement. City shall cooperate with the Landowner to expeditiously review and take final action on such requested changes in accordance with City's Existing Land Use Regulations and the Approvals. Any change to the Project which is consistent with the Existing Land Use Regulations shall not require an amendment of this Agreement, even if such change to the Project does require an amendment to the Specific Plan or other Existing Land Use Regulation. With regards to any project change that is approved by the City, the references in this Agreement to the Project or applicable portion thereof shall be deemed to refer to the Project as so changed.

7.6 Stadium Alternative Mitigation Measures. If the Landowner elects to develop the Stadium Alternative Project, then the Landowners shall implement the Stadium Alternative Mitigation Measures as applicable in the specified time and manner set forth in the Stadium Alternative Mitigation Measures. The implementation and satisfaction of the Stadium Alternative Mitigation Measures shall be considered a ministerial action and shall not require separate and independent discretionary approvals in order to be fulfilled.

7.7 City Cooperation with Future Stadium Event Proposals. If the Landowner elects to develop the Stadium Alternative Project, then the City agrees to cooperate in good faith with Landowner in respect of future proposals to any public, quasi-public, or private agency or organization charged with site selection for major national or international sports and entertainment events, including without limitation the National Football League, the National Collegiate Athletic Association, the International Olympic Committee, the International Paralympic Committee, and the Academy of Motion Picture Arts and Sciences.

7.8 Temporary Street Closures. The City shall reasonably cooperate with Landowner to implement temporary street closures to vehicles for major events at the stadium and/or the performance venue 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 his or her designee, in consultation with the Inglewood Chief of Police or his or her designee, and shall be subject to the following general requirements: (a) temporary closure of the streets to vehicular traffic shall be accomplished by traffic barriers, removable bollards or other devices, and (b) removable furniture, stages, and similar temporary structures shall be permitted within vehicular space only during approved periods of street closure.

8. Subsequent Rules and Approvals. Except as set forth in Sections 7.2, 7.3, 7.4 above and 8.1 through and including 8.3 below, during the Term of this Agreement, City shall not apply any City ordinances, resolutions, rules, regulations or official policies enacted after the Adoption Date ("Subsequent Rule") that would conflict with or impede the Vested Rights of Landowner set forth in Section 7.1 above or otherwise conflict with this Agreement or the Existing City Laws, without Landowner's written consent; provided, however, that nothing herein shall prevent City from applying Subsequent Rules necessary to protect persons or property

from an actual and serious risk to health and safety arising solely from one of the following: (i) inability to obtain required water supply for the Project; *provided, however*, that City must use water rights conveyed to the City pursuant to Section 16.8 in the amount of 282 acre feet per year for the Project rather than using said water rights for other portions of the City; or (ii) changes mandated and required by state or federal laws or regulations regarding sewer, storm water or climate change.

8.1. Conflicting Laws. For purposes of Section 8 above, any action or proceeding of the 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, or otherwise requiring any reduction in the square footage or total number of buildings, residential units or other improvements;

(b) limiting the phasing or increasing the timing for completion of the Project in any manner inconsistent with 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.

8.3. Moratorium, Quotas, Restrictions or Other Growth Limitations. Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals; *provided however*, Landowner shall be subject to any growth limitation ordinance, resolution, rule, regulation or policy which (a) is adopted or applied as a City-Wide Law, and (b) directly concerns an actual and serious risk to health and safety arising solely from one of the following: (i) inability to obtain required water supply for the Project; *provided, however*, that City must use water rights conveyed to the City pursuant to Section 16.8 in the amount of 282 acre feet per year for the Project rather than using said water rights for other portions of the City; or (ii) changes mandated and required by State or Federal laws or regulations regarding sewer, storm water or climate change, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that actual and serious risk to safety.

8.4. Subsequent Approvals. The development of the Project is subject to future approvals and actions by the City that have not been reviewed or approved by the City prior to the Adoption Date of this Agreement. These future approvals and actions by the City (collectively referred to as "Subsequent Approvals") include, but are not limited to, the Plot Plan Review process in the Specific Plan, final parcel and subdivision maps, lot line adjustments, additional tentative subdivision maps, special permits, variances, demolition permits, plan review, design review, grading permits and building permits. In reviewing and acting on applications for Subsequent Approvals, the City shall apply the Project Approvals and the Existing Land Use Regulations when considering the application and may attach such conditions as necessary to comply with the Project Approvals and Existing Land Use Regulations and as permitted in Sections 7.1 through 7.4 and Sections 8, 8.1, 8.2 and 8.4.

8.5. Subsequent Environmental Review. The provisions of CEQA, as they may be amended from time to time, would apply to any subsequent discretionary approvals for the Project that are not exempt from CEQA. The Parties acknowledge, however, that the EIR contains a thorough analysis of the Original Development Project and Project alternatives and specifies the feasible Mitigation Measures necessary to eliminate or reduce to an acceptable level adverse environmental impacts of the Project, and acknowledge that the City Council issued a statement of overriding considerations in connection with the Project Approvals, pursuant to 14 California Code of Regulations (CEQA Guidelines) Section 15093 for those significant impacts which could not be mitigated. Moreover, the Stadium Alternative Project was approved by the Initiative and is therefore not subject to CEQA. For these reasons, no further review or mitigation under CEQA shall be required by City for any Subsequent Approvals related to the Original Development Project or the Stadium Alternative Project. Notwithstanding the foregoing, any Specific Plan amendment with respect to the portions of the Northern Parcel where the proposed future uses or development are not included in the Stadium Alternative Project, or any other Specific Plan amendment which increases the intensity or density of use beyond the Project, in each case to be consistent with the General Plan, shall be subject to the requirements of CEQA, as applicable.

9. Freeway Signage. City acknowledges the importance of the 105 and 405 freeway signs to the success of the Hollywood Park Casino. The City agrees to cooperate with the Landowner of the Casino Property, and in accordance with Inglewood Municipal Code Section 12.81 to achieve appropriate signage adjacent to the 105 and 405 freeways.

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 of, or provision of services to, the Project. Such permits and approvals are considered part of the Project being approved by the Initiative. City shall reasonably cooperate with Landowner in its endeavors to obtain such permits and approvals and, from time to time at the request of Landowner, shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. To the extent allowed by Law, Landowner shall be a party or third party beneficiary to any such agreement entitled to enforce the rights of Landowner or City thereunder or the duties and obligations of the Parties thereto.

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.

12. Design of On-Site and Off-Site Improvements. Development of the Property shall be subject to the Plot Plan Review process in the Specific Plan (if required) and other future 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 and off-site improvements to be constructed on or benefiting the Property, including all street widths and dedications. Once completed in accordance with City Law, the City will accept all Public Improvements.

13. **Subdivision of Property - Future Tentative Maps.** Consistent with this Agreement, Landowner shall have the right to break the Property into a maximum of four (4) financing parcels (not counting the Casino Property, any parking parcels associated with the Casino Property as provided for in Section 16.6 of this Agreement, or the remainder parcel) pursuant to the City's parcel map procedures. Such financing maps shall not be subject to any requirements for improvements or bonding.

Landowner shall have the right, from time to time or at any time, to apply for one or more Individual Maps, subdividing the Property into smaller developable parcels, as may be necessary in order to develop, lease or finance any portion of the Property in connection with development of the Project consistent with the density and Land Use Plan set forth in the Specific Plan. All final Individual Maps may be approved on a phased basis. As the Property is developed, subsequent Individual Maps further parcelizing the Property or individual buildings may be submitted to the City for approval. Lot line adjustments shall be considered ministerial approvals.

14. **Residential Units as Part of the Project.** Landowner shall provide or cause to be provided by Transferee market-rate housing for all residential units included in the Project. Senior affordable housing shall only be allowed on the Civic Site and then only if City elects such use. Of the total units to be developed on the site, excluding the Civic Site, if the Original Development Project is selected, a maximum of 300 of said residential units may be rental units (as opposed to for-sale units). If the Stadium Alternative Project is selected, then residential units may be available on either a for-sale or for-rent basis, provided that all units located in the single family-only zone and townhome zone (as depicted on Exhibit 6-7 of the Specific Plan) shall be for sale.

15. **Tax Increment Funds: Community Facilities District; Reimbursement for Public Improvements.**

15.1 **Landowner's Compliance.** Any authorized use of tax increment funds shall be included in the Owner Participation Agreement between Landowner and the Former Redevelopment Agency.

15.2 **Community Facilities District for Public Improvements and Maintenance.** Landowner agrees to cooperate in the formation of a Community Facilities District pursuant to Government Code Section 53311 *et seq.* (the "Community Facilities District" or "CFD") to be formed by the City and in accordance with the CFD Parameters as shown on Exhibit E. At the request of Landowner, City will (a) initiate proceedings for the formation of a Community Facilities District for the purposes of financing certain of the Public Improvements (the "CFD Facilities") and the Exactions that are required to be provided or paid, as the case may be, by the Landowner in order to pay for all or any portion of the costs of any real or other tangible property or service (subject to Sections 15.2.1 and 15.2.2) that is eligible by law or regulations to be financed by a community facilities district, whether such requirement is imposed pursuant to the provisions hereof or as conditions precedent to the development of the Property by entities including the following: the Inglewood Unified School District, Los Angeles County Public Works, Los Angeles County Sanitation District, West Basin Municipal Water District and investor owned utility companies including Southern California Gas Company, Southern California Edison, AT&T and Time Warner (collectively, the "Other Agencies") and the expenses incidental thereto; and (b) cooperate with the Landowner in forming the CFD and authorizing the levy of appropriate special taxes in accordance with this Section 15. In connection therewith, the City will meet and confer in good faith with Landowner concerning the selection of bond counsel, underwriter, appraisal and other advisers and consultants to be retained by the City, and City will use its best efforts to enter into such agreements with the Other Agencies as may be necessary to permit the CFD to finance the respective CFD Facilities to be owned and operated by them, the development fees and the fire service costs. Notwithstanding the foregoing, nothing contained in this Section 15 shall require City to expend any of its own funds in forming the CFD and other responsibilities with respect to the CFD unless the Landowner has agreed to reimburse the City for its expenditures. The boundaries of the area of Community Facilities District shall be contiguous with or, if not encompassing the entire Property, located entirely within the boundaries of the Property. Landowner agrees not to protest said district formation and agrees to vote in favor of levying a special tax on the Property so long as such special tax is consistent with the provisions of this Agreement and so long as the total tax obligation, including all property taxes, special assessments and community facilities districts, is not expected to exceed 1.85% of the assessed value (the "Special Tax Cap"), except as provided in Section 15.2.1 for parks maintenance and 15.2.2 for fire service costs. Landowner further agrees not to protest and to vote in favor of a 2% annual increase in the portion of the special tax being used to finance the CFD Facilities and parks maintenance costs.

The Community Facilities District tax shall remain in effect until any bonds issued on behalf of the Community Facilities District have been paid; provided, however, that the Community Facilities District may remain in effect in perpetuity for purposes of paying fire service costs and parks maintenance only, in accordance with Section 15.2.1 and Section 15.2.2 as applicable. A vote by Landowner against the levying of the special tax otherwise complying with this Agreement, or a vote to repeal or amend the special tax inconsistent with this Agreement, shall constitute a Default under this Agreement. The CFD, the rate and method of apportionment of special tax and the bonds to be issued by or on behalf of the CFD shall be in accordance with the "CFD Parameters" set forth on Exhibit E attached hereto.

If a CFD has been formed pursuant to this Section 15.2 but no bonds have yet been issued thereunder, then the City shall, upon receipt of a written request from all affected Landowners who are subject to CFD special taxes, take all steps required under applicable law to dissolve the CFD, including without limitation recording a notice of cessation of special taxes.

15.2.1 **Use of Community Facilities District.** Landowner and City agree that the Community Facilities District may be used to pay for Public Improvements, Exactions and development impact fees as noted above, as well as to reimburse Landowner for associated costs advanced by Landowner. The use of Community Facilities District funding for fire service costs and maintenance of parks shall also be authorized as part of the formation of the Community Facilities District, *provided, however,* Community Facilities District funding shall only be used for maintenance of the parks that are available for use by the public if the City determines through the Annual Review Process and in accordance with this Section 15.2.1 that the home owner's or property owner's association, as applicable, due to a lack of resources, is unable to generate dues necessary to meet the park maintenance and security standards as specified in the attached Exhibit F. In such an event, the Community Facilities District may also be used for annual maintenance costs for the parks that are available for use by the public and that are identified in the Specific Plan and developed on the Property, in which case the dues for the home owner's or property owner's association, as applicable, shall be reduced by the amount attributable to the park maintenance costs, and the Community Facilities District special tax may be increased by a commensurate amount for the sole purpose of park maintenance, with the Special Tax Cap being increased from 1.85% to 1.96% of the assessed value. In the event the Community Facilities District assumes the maintenance responsibility for the parks available to the public, the Parties intend that the Community Facilities District shall, to the extent permitted by law, contract with a private vendor to provide the maintenance services.

15.2.2 **Fire Service Cost as Part of Community Facilities District.** Landowner acknowledges that projected fire service costs for the Project may exceed the amount estimated in the Fiscal Impact Assessment for the Original Development Project prepared by Keyser Marston Associates dated February 2009 (the "2009 Fiscal Analysis") and that such fire service is beneficial to and necessary for the Project. At the time of formation of the CFD, Landowner shall also include in the CFD and vote in favor of a CFD which includes the maximum fire services costs as set forth in this paragraph. In the event that as of

January 1, 2025 certificates of occupancy have been issued for at least 1,500 residential units within the Project and that the cost to the City of fire service (either as provided by the City or through contract) exceeds \$1,455,000 per year, the CFD shall include an obligation that each residential unit be obligated to pay a maximum amount of \$92.00 per year for fire service costs. This \$92.00 amount shall be payable each year from 2025 through 2029. In the event that as of January 1, 2030 certificates of occupancy have been issued for at least 2,000 residential units within the Project and that the cost to the City of fire service (either as provided by the City or through contract) exceeds \$1,687,000 per year, the CFD shall include an obligation that each residential unit be obligated to pay a maximum of \$192 per year for fire service costs. This \$192 amount shall be payable each year from 2030 through 2033. In the event that as of January 1, 2033 certificates of occupancy have been issued for at least 2,500 residential units within the Project and that the cost to the City of fire service (either as provided by the City or through contract) exceeds \$1,898,000 per year, the CFD shall include an obligation that each residential unit be obligated to pay a maximum of \$303 per year for fire service costs. This \$303 amount shall be payable beginning 2034 and continuing each year thereafter as long as residential units exist on the Property. The actual amount allocated to each residential unit shall be calculated based on the cost of service in year 2024 for the amount payable between 2025 and 2029, in year 2029 for the amount payable between 2030 and 2033, and in year 2033 for the amount payable beginning in 2034. If the Stadium Alternative Project has been elected in accordance with the terms of this Agreement, then the provisions of this Section 15.2.2 shall not apply from and after the date that the Stadium Alternative Project achieves the City Revenue Hurdle (as defined below).

15.3 Reimbursement for Public Improvements. The 2009 Fiscal Analysis provided that, at stabilization of the Original Development Project, the City would receive approximately \$14 million per year in gross new revenue to the City's general fund. In the event that the Landowner elects to proceed with the Stadium Alternative Project, then it is estimated that at stabilization of the Stadium Alternative Project, the City will receive significantly greater general fund gross revenues, estimated to be at least \$44 million per year. At the same time, implementation of the Stadium Alternative Project requires a significant expenditure of private monies for Public Improvements, including public roads and infrastructure, park construction and maintenance, as well as event day public safety costs of retaining City police, EMT, and other services and operating public shuttles from off-site public parking lots. Accordingly, if the total sales taxes under the laws of California from (i) taxable construction materials sales on the Property that have the City and the Property designated as the point of sale, (ii) ticket taxes, (iii) parking taxes, (iv) transient occupancy taxes, (v) franchise fees, (vi) property taxes, (vii) utility users taxes, and (viii) business license taxes, in each case generated by the Stadium Alternative Project during any fiscal year of the City meet or exceed a threshold of Twenty-Five Million Dollars (\$25,000,000), excluding any gaming and card club tax revenue from the casino, and to be adjusted annually by the CPI Factor beginning in the first fiscal year following the later to occur of City's issuance of the final certificate of occupancy for the Stadium and the Stadium opening for business to the public (the "City Revenue Hurdle"), then the Retail Property Landowner shall be entitled to receive reimbursements ("PI Reimbursements") of amounts advanced and spent for Public Improvements set forth on Exhibit C-1, as well as amounts advanced and spent for event day public safety costs of retaining City police, EMT, and other services and operating public shuttles from off-site public parking lots and other expenditures of a public nature, in each case together with interest accruing on such amounts from the date of expenditure at a rate equal to the then-applicable rate available to municipalities ("PI Expenditures"), not to exceed the amount in any one fiscal year by which such new general fund revenues exceed the City Revenue Hurdle (the "Maximum Reimbursement Amount"). Landowner acknowledges that the City will utilize tax revenues generated by the Stadium Alternative Project solely to measure the City Revenue Hurdle, and that no provision of this Agreement is intended to or shall be deemed to be a designation or set-aside of any tax revenues generated by the Stadium Alternative Project for any purpose other than the deposit of such tax revenues into the City's general fund.

Within sixty (60) days following the end of each fiscal year of the City during the Term, Retail Parcel Landowner shall submit to City written evidence of all PI Expenditures advanced during the preceding fiscal year. Within fifteen (15) days after submission of such written evidence, City shall notify Retail Property Landowner of any deficiencies in the evidence submitted by Retail Property Landowner and/or any need for additional information. Retail Property Landowner shall provide such information as is reasonably requested by City in response to any request therefor. Within sixty (60) days after receipt of reasonable documentation of the PI Expenditures that were advanced, City shall remit to Retail Property Landowner PI Reimbursements in respect of said PI Expenditures, up to the Maximum Reimbursement Amount. Notwithstanding anything to the contrary in this Agreement, Retail Property Landowner shall only be eligible for PI Reimbursements after it makes the election to proceed with the Stadium Alternative Project. In any given fiscal year, if PI Expenditures exceed the Maximum Reimbursement Amount, then such unreimbursed PI Expenditures shall accrue and be eligible for reimbursement in any subsequent fiscal year, provided that in no event shall the aggregate PI Reimbursements to Retail Property Landowner hereunder exceed the aggregate Maximum Reimbursement Amounts accruing over the Term of this Agreement. City and Retail Property Landowner expressly acknowledge and agree that the PI Reimbursements are not a subsidy, but rather a reimbursement of costs of a public character that, but for the Stadium Alternative Project, the City would not otherwise have the resources to fund and thus were advanced by a private party. PI Reimbursements may not be used to reimburse the construction costs for the Stadium or any other private improvements.

16. Public Benefits to be provided by Landowner.

16.1 Parks/Open Space. Landowner shall provide parkland and open space through dedication of a perpetual public easement or, for the Hybrid Retail Center and Champion Plaza, appropriate covenants, all as set forth in the Phasing Plan which is shown as Exhibit J (the "Phasing Plan"), and improvements to the parklands and within the Hybrid Retail Center and Champion Plaza as set forth in this Agreement and the Specific Plan. Landowner shall at its sole cost and expense construct all parkland and open space improvements included in the Specific Plan including any dedicated parking for the parks. Landowner shall provide bonds or other forms of security as set forth in the Phasing Plan. As a condition to recording each final map that contains a designated park or open space easement, Landowner shall submit, and have approved by the City Administrator and City Attorney, easement and maintenance agreements describing the various relationships between the City, the Landowner, various home owner's and property owner's associations and property owners regarding the public use and maintenance of parks, paths and other public use areas covered by that final map, which shall include the text attached hereto in Exhibits F and G. The recorded CC&Rs shall include a requirement that the home owner's or property owner's association, as applicable, provide all necessary and ongoing maintenance and repairs in conformance with the standards set forth in Exhibit F at no cost to the City, and that the relevant home owner's or property owner's association obtain and maintain a comprehensive general liability insurance in an amount not less than \$10,000,000 per occurrence combined single limit with the City, its officials, employees and agents identified as additional insured on the insurance policy. The agreements and CC&R section(s) identified herein shall be subject to review and approval as to form by the City Attorney and shall expressly provide the City a third party right to enforce the section(s) referenced herein. If the home owner's or property owner's association breaches its obligations to provide all necessary and ongoing maintenance and repairs, such breach shall not be considered a breach, Default, justification for a Certificate of Non-Compliance or otherwise be held against the Landowner under this Agreement. The subject CC&Rs shall be recorded as a condition to recording each final map that contains a designated park or open space easement.

16.2 Employment and Training Programs for Inglewood Residents and Businesses; Prevailing Wage. The implementation of the Stadium and ancillary uses, together with the Hybrid Retail Center, presents a unique opportunity for job creation and economic development. Landowner acknowledges that an essential component of the Project for the City is that it will result in new employment opportunities for Inglewood residents and businesses. In order to ensure that the construction and

operation of the Project results in employment opportunities for Inglewood residents and businesses, Landowner agrees to the following terms:

16.2.1 Workforce Outreach Coordination Program. Landowner shall initiate and fund a Workforce Outreach Coordination Program (the "WOCP") at a maximum amount of \$150,000 per year, for a maximum of five (5) years, starting from January 1, 2014; provided however, that in order to ensure that the goals of the WOCP are met, the WOCP will continue until at least 6 months after the opening of the Stadium (if the Stadium Alternative Project is elected). The WOCP shall include the costs of outreach and publicity, and retention of a 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, including pre-apprentice programs, (ii) if the Stadium Alternative Project is selected, employees working for and during events at the Stadium (e.g., Stadium staff members, security, ticket takers, parking attendants, food service employees, etc.), (iii) employees working for retail tenants at the Hybrid Retail Center and (iv) employees working at the Hybrid Retail Center in operations (e.g., security or landscaping). 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 organizations such as the Inglewood Chamber of Commerce, the Inglewood Area Ministerial Alliance, 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 16.2.2, 16.2.4 and 16.2.6. 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 existing workforce training organizations to identify and apply for state and federal grants; (v) working with contractors to estimate the number of employment opportunities and required skills; and (vi) monitoring efforts by contractors as required in this Section. In furtherance of the aforementioned objectives, the Workforce Outreach Coordinator shall also coordinate with existing organizations, which offer employment and training programs for Inglewood residents, such as the Urban League, the South Bay Workforce Investment Board (the "SBWIBA") 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. Landowner shall require that all construction contractors retained for construction for the Project shall have a goal to hire and employ 15% of the apprentice positions for the construction trades from the list of qualified Inglewood residents, provided that the Landowner's obligations under this Subsection 16.2.1 shall be satisfied by the initiation and funding of the WOCP.

16.2.2 Senior Management Positions. Landowner shall engage in the following process with the objective that a qualified Inglewood resident should be retained for one or more senior management positions, such as the on-site general manager, leasing coordinator, marketing coordinator or community outreach/relations officer ("Senior Management Positions") for the Hybrid Retail Center: (1) upon commencement of job search, publication of job availability of the Senior Management Positions published once each week in a newspaper of general circulation in Inglewood for at least three weeks, and (2) utilization of the resources and networks of the WOCP to identify and solicit qualified Inglewood residents. This obligation shall exist for the duration of this Agreement. The City and Landowner agree that the job specifications and duties for the Senior Management Positions shall be similar to those generally applicable for on-site general managers, leasing coordinators, marketing coordinators and community outreach/relations officers at similar mixed use developments within California.

16.2.3 Project Labor Agreements. Subject to applicable laws, regulations and requirements governing the bidding and construction of the Public Improvements, Landowner agrees that it shall require that all general contractors enter into a Project Labor Agreement(s) or otherwise utilize union labor for the construction of all the following components of the Project: (i) if the Stadium Alternative Project is selected, the construction of the Stadium, (ii) core and shell of retail, entertainment, and office uses on the Project site; and (iii) the Public Improvements; *provided, however,* that neither Project Labor Agreement(s) nor utilization of union labor shall be required to apply to the following: (i) all work on or otherwise within the Project that is undertaken by or contracted for directly by purchasers, ground lessees and other tenants within the retail and office uses, (ii) the tenant improvement work to be done for the home owner's or property owner's association's space, if such work is not done by Landowner, (iii) all work on the hotel to the extent undertaken or contracted for by a purchaser, ground lessee or tenant; (iv) any and all residential development; (v) the home owner's or property owner's association's facilities within the residential development area, (vi) existing operations of Hollywood Park which will continue to operate to varying degrees throughout construction of the Project, including but not limited to, operation of the casino, the Racetrack and Grandstand and the employment attendant to such operations; and (vii) minor renovations that precede the giving of the Notice of Start of Development.

16.2.4 MBE/DBE Businesses. Landowner shall require that all construction contractors shall have a goal to achieve participation by minority/disadvantaged business enterprises (the "MBE/DBEs") of 30% but in no event less than 18% of the funds awarded for contracts and subcontracts for supplies, equipment and services related to construction activities during the construction of the Project. The Landowner and contractor obligations with respect to these goals are 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, the Urban League, and the South Bay Workforce Investment Board to identify and solicit MBE/DBEs; and (iii) funding (by Landowner only) and participation in job fairs as further provided in Subsection 16.2.6.

16.2.5 Local Employment Opportunities for Stadium Jobs. If the Stadium Alternative Project is selected, Landowner shall also 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 post-construction operation of the Stadium and by Landowner's contractors, subcontractors and vendors with respect to events, following completion of construction: (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, the Urban League, and the South Bay Workforce Investment Board, to identify and solicit qualified Inglewood residents; and (iii) funding (by Landowner only) and participation in job fairs as further provided in Subsection 16.2.6.

16.2.6 Job Fairs. Landowner shall contribute a maximum of \$250,000 over the lifetime of the Project in order to fund at least five (5) 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 six months prior to Landowner commencing construction activities on the Project Site, at least one job fair shall take place at least ninety (90) days prior to the opening of the Stadium, and at least one job fair shall take place at least ninety (90) days prior to the opening of the Hybrid Retail Center, with the other job fairs to take place at intervals during the construction on the Project Site. The jobs fair shall be open to the general public and 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. Landowners shall coordinate and consult with the WOCP in the development and presentation of the job fairs.

16.3 School Mitigation. Landowner shall comply with the requirements of Government Code Section 65970 et seq. and Government Code Section 65995 et seq.

16.4 Police Store Front Facility. The Landowner shall pay for and construct a police storefront facility and related improvements located within the area and shall include the following improvements and fixtures, subject to the limitations and conditions contained in this Section 16.4: 2,000 net useable square feet; reception area for walk in traffic and customer service; private office area for one lead officer; open area with desk or cubicles for officers; storage area for bikes and other equipment; holding area designed in accordance with State law; male bathroom and locker area; female bathroom and locker area; one shower facility; Internet connections for desktop computers; onsite furnishings required for police storefront (i.e., desks, chairs, tables, counter); installation of electrical outlets, lighting, and HVAC; charging system for three-wheeled and two-wheeled electrical personal transporter (e.g., T-3) located in storage or parking area. The police storefront facility may, if determined appropriate by the Chief of Police, be used for I-COP activities. Landowner shall complete design for the police storefront facility as part of the design for either the Stadium or the Hybrid Retail Center. Landowner shall complete construction of the police storefront facility prior to issuance of the first final certificate of occupancy for any of the building(s) within the Hybrid Retail Center. Landowner shall lease the police storefront facility to the City for so long as the facility in which it is located is operating at a rental rate of one U.S. Dollar (\$1.00) per year. The lease shall provide that the Landowner or Transferee as applicable (other than the City) will pay all utility costs, association fees and common area maintenance costs applicable to the police storefront facility during the term of the lease. In consideration for the Landowner's obligations to provide the police storefront facility as described herein, the City shall commit to utilize the police storefront as appropriate and as determined by the Police Chief in her/his sole discretion. Landowner shall have the right to relocate the police storefront facility to another area of the Project that otherwise satisfies the requirements herein provided that Landowner (1) provides the Chief of Police and the City Administrator a written notice of the intent to relocate the police storefront facility and the proposed new location at least 120 days prior to date the relocation will occur, (2) Landowner pays for and constructs the new police storefront facility and obtains a certificate of occupancy for the police storefront facility at least 15 days before relocation of the police storefront facility, and (3) Landowner pays the City's actual moving costs for transferring equipment and materials to the new location. If the Stadium Alternative Project has been elected in accordance with the terms of this Agreement, then from and after the date that the Stadium Alternative Project achieves the City Revenue Hurdle, the City, and not Landowner, shall be responsible for the payment of all utility costs, association fees and common area maintenance costs applicable to the police storefront facility during the term of the lease.

16.5 Reserved.

16.6 Casino Property Final Subdivision Map, Required Parking, and Operation During Renovation. To facilitate the renovation of the existing casino/gambling facility on the Property, the final subdivision map for the casino parcel and the three (3) associated parking parcels shall not be subject to any improvement conditions so that the final maps may be recorded immediately after approval of the tentative map. During the renovation of the casino, there shall be a minimum of 858 parking spaces available to the casino operators for guests and employees. Prior to the start of the casino renovation, Landowner shall provide the City with a phasing plan indicating the temporary location of the required parking spaces and showing compliance with City parking standards, during the casino renovation, which locations may change as construction progresses. During the renovation and construction of the parking structure, if the Director of Planning, based on substantial evidence, determines that additional parking spaces are necessary, Landowner and City will meet and confer as to the appropriate number of additional spaces that must be provided. If the Parties are unable to mutually agree on an increased amount of spaces, the Chief Planner may increase the number of required parking spaces to 1,100.

Landowner has proposed to renovate the casino in such a manner that Landowner will continue operations of approximately 80 gaming tables at the casino at any time during the renovation. During the renovation of the casino, Landowner agrees that it shall, absent a Permitted Delay as set forth in Section 36, continue to operate the casino during renovation in such a manner that 80 gaming tables remain in operation consistent with the historical hours of operation of the casino, use commercially reasonable efforts to maintain current levels of casino revenue during the casino renovation, and maintain pari-mutual betting recognizing that in accordance with the construction schedule pari-mutual betting may be temporarily discontinued during renovation of the casino.

In light of the phased nature of the activities described above, and in order to facilitate the operation of the existing casino/gambling facility during the construction of the new casino/gambling facility, the boundaries of the "Casino Property" shall be adjusted as construction progresses:

(a) Until such time that the new casino is constructed and receives a certificate of occupancy from the City, and subsequently the existing casino is demolished, the "Casino Property" shall be as depicted on Exhibit A-2-1 attached hereto and incorporated herein by reference.

(b) Upon completion of the milestones set forth in clause (a) above, the Landowner of the Casino Property shall process a ministerial lot line adjustment with the City to reduce the size of the Casino Property (the "Casino Lot Line Adjustment"). In connection with the Casino Lot Line Adjustment, excess land that is contiguous to either the Residential Property or the Retail Property and that is no longer needed for the casino development and associated parking shall be deeded to the Landowner of the Residential Property or the Landowner of the Retail Property, as applicable, and the "Casino Property" shall be as depicted on Exhibit A-2-2 attached hereto and incorporated herein by reference.

16.7 Funding Support to Offset Loss of Revenues from Closure of Race Track and Start of Development and to any Projected Construction Activity Sales Tax Not Actually Collected by the City. City and Landowner agree that the development of the Project will result in a loss of general fund revenue due to the closure of the Hollywood Park racetrack operations, construction activities on the site, the impact of the Project on the casino operations, and the cost of increased public services for the Project. To mitigate this loss, Landowner agrees that it will use commercially reasonable efforts to maintain thoroughbred horse racing at Hollywood Park until Landowner has (1) obtained any permits necessary to commence construction of the First Phase of the Project, (2) obtained any necessary financing to commence the First Phase of the Project and (3) notified City in writing of its voluntary Election to Discontinue Horseracing. Landowner will use reasonable efforts to obtain approval for horse race dates for each year prior to Landowner's voluntary Election to Discontinue Horseracing. In the event the race dates are approved, the Landowner will take all actions reasonably necessary to operate the racetrack for those race dates. Notwithstanding anything to the contrary contained in this Section 16.7, nothing herein is intended to require Landowner to make extraordinary efforts, beyond past practices, to maintain horse racing or obtain approval of horse racing dates. In addition, Landowner and City agree that the 2009 Fiscal Analysis provides that the fiscal impact to the City could be negatively impacted if the City does not receive construction activity related sales tax that has been estimated. To offset any lost tax revenue arising after the Landowner's Notice of Start of Development, the Retail Property Landowner shall make payments to the City of up to a maximum aggregate payment amount of \$25,800,000 (which includes the \$3,900,000 payment made in December 2012) (the "General Fund Stabilization Payment"). Notwithstanding anything to the contrary contained herein, the Retail Property Landowner's obligation to make any General Fund Stabilization Payment is expressly contingent on the Retail Property Landowner's receipt of Agency

Infrastructure Payments as set forth in Article II of the Owner Participation Agreement. The Retail Property Landowner and City agree that once every three (3) years the City and the Retail Property Landowner will calculate the amount of payments made pursuant to this Section and the payments made by the Former Redevelopment Agency pursuant to Article II of the Owner Participation Agreement. To the extent that the amount of payments made by the Retail Property Landowner and the Former Redevelopment Agency differ, and the Retail Property Landowner has paid the lesser amount, the Retail Property Landowner shall pay the City the difference in the two amounts. Any such amount paid shall be credited against the \$25,800,000 maximum payable by the Retail Property Landowner pursuant to this Section 16.7. To the extent that the amount of payments made by the Retail Property Landowner and the Former Redevelopment Agency differ, and the Former Redevelopment Agency has paid the lesser amount, the amount equal to the difference shall be credited against future payments owed by the Retail Property Landowner pursuant to this Section 16.7. Upon Termination of this Agreement, the payments made by the Retail Property Landowner pursuant to this Section shall not exceed the amount of the funds paid to the Retail Property Landowner pursuant to Section 2.4 of the Owner Participation Agreement.

16.8 Transfer of Rights to Water Rights. Landowner has 282 acre feet annually of adjudicated water rights in the West Coast Basin under the judgment entered in the water rights adjudication case entitled *California Water Services Company et al v. City of Compton, et al.* The Hollywood Park Final Environmental Impact Report identifies a potentially significant impact of the Project on water supply and requires, as a Mitigation Measure (Mitigation Measure J.1-1), that Landowner convey/transfer 154 acre feet per year of water from Landowner's adjudicated water rights to the City. Landowner shall permanently convey and transfer title of 282 acre feet per year of its adjudicated water rights to the City by written agreement (hereinafter "Water Agreement") at no cost to the City. Landowner shall obtain all required approvals and verifications of the Watermaster for the Water Agreement. The form of the Water Agreement shall be subject to review and approval by the City Attorney.

The Landowner shall lease to the City at no cost, the rights to 282 acre feet per year starting as of the Effective Date; provided, however, that if the water rights are leased to an entity other than the City on the Effective Date then Landowner shall only be required to lease said water rights to the City starting on the next July 1st after the Effective Date. The aforementioned lease of water rights to the City shall continue until the approval of any final Master Map for any portion of the First Phase at which time Landowner shall execute and obtain any required approvals of the Water Agreement and convey/transfer the rights to 282 acre feet per year to the City.

Provided Landowner is in compliance with this Section 16.8, the City shall provide the Landowner with unqualified water will serve letters upon Landowner's request, and as may be necessary to permit the recordation of final tract maps. The vesting tentative map approved by the City as part of the Project Approvals shall comply with the provisions of California Government Code Section 66473.7 regarding availability of water.

16.9 Civic Site. Pursuant to that certain Grant Deed and Irrevocable Offer of Dedication dated January 20, 2010 and recorded on June 23, 2010 in the Official Records as Instrument No. 20100858621, Landowner previously conveyed to the City the 4-acre parcel of land on the Property designated as the Civic Site, free of encumbrances or liens, except for the Original Development Agreement, the City traffic control signals easement, natural gas line, reclaimed and potable water lines and monitoring well and other encumbrances as shown on the attached Exhibit I (the "Civic Site"). The deed expressly reserved temporary access and construction easements in favor of Landowner, and its successors, in order to allow for the construction of street and other Public Improvements adjacent to the Civic Site and to provide Landowner, or its successors, an access easement to access the monitoring well to collect samples. To the extent the potable waterline easement, reclaimed waterline or gas pipeline easement shown on the attached Exhibit I interfere with the City's chosen civic use, upon the City's written request to the Landowner, the Landowner shall remove the potable waterline reclaimed waterline or pipeline easement within the later to occur of three years after the Effective Date or the date that the City has secured the building permits for the Civic use and is ready to commence construction. If Landowner has not otherwise removed the potable waterline, reclaimed waterline or pipeline easement within the aforementioned time frame, then Landowner shall reimburse the City for the costs to remove and relocate the subject water and gas lines. The City shall take the Civic Site subject to the existing monitoring well and Landowner shall have no obligation to remove the associated monitoring well.

City may select and approve a civic use that is consistent with the uses analyzed in the EIR for the Project and permissible on the Civic Site pursuant to the Specific Plan; *provided, however*, that notwithstanding anything to the contrary contained in this Agreement or the Specific Plan, the City may not select the following uses for the Civic Site: market-rate housing, retail, commercial or office unless the commercial or office use is accessory to an otherwise permissible civic use, and *provided further, however*, that if the Stadium Alternative Project is selected, the City may only select uses for the Civic Site that are compatible with the adjacent Stadium, such as a transit center, public parking facility, or public park. If the Civic Site is transferred to a Landowner or an Affiliate of a Landowner of any other property encumbered by this Agreement, then the use restrictions set forth in the foregoing sentence shall be of no further force and effect. City may also select, as a proposed civic use, affordable housing or affordable senior housing use of up to 200 residential units provided that the standards and design are consistent with the Specific Plan and compatible with the Project. The City shall be responsible for preparing any additional environmental review that may be necessary for the proposed use of the Civic Site to the extent such additional review is necessary. None of the Landowner's entitlements for non-residential uses (e.g., hotel, retail, office, etc.) are required to be converted in order for the City to utilize the 200 affordable/senior units for the Civic Site.

16.10 Construction Sub-Permit for Sales Tax Allocation. 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.

16.11 Demolition and Recycling of Materials from Existing Improvements

16.11.1 Demolition and Materials for Export. The demolition area shall be located on the site in an area that has limited visibility from Century Boulevard and Prairie Avenue and that is surrounded by a six foot high security fence with a fabric scrim. Consistent with sustainability principals, Landowner shall recycle demolition material to the extent reasonably possible. Materials generated during demolition that will not be reused on site shall be exported as soon as is practical within 3 months of the demolition that generated the subject materials.

16.11.2 Materials to be Reused On-Site. A portable crushing plant will be set up on site to crush concrete and asphalt ("Aggregate") and to allow the Aggregate to be recycled and reused on site for road base and other miscellaneous uses. During the initial phases of construction the portable crushing plant shall be located no closer than 900 feet to the Century Boulevard or Prairie Avenue property line. The Parties recognize that as the construction proceeds the plant location will change, but in no event shall the portable crushing plant be located less than 300 feet from adjacent existing residential uses. In addition, the portable crushing plant shall be located and operated in such a manner that noise generated from the plant is consistent with the

City's noise ordinance. Aggregate and other materials that will be reused on-site shall be stored within a fenced area in a location that limits to the greatest extent possible their visibility from Century Boulevard and Prairie Avenue and from adjacent residential properties. If onsite construction of Public Improvements ceases for a period of 24 months and the Aggregate piles cannot be adequately screened from public view, then the Aggregate piles shall be relocated at the request of the City.

With regards to both categories identified herein, Landowner shall comply with all applicable Air Quality Management District regulations and conditions. In addition, prior to issuance of any building or grading permit for the Project, Landowner shall prepare a dust control management plan for consideration and approval by the Director of Planning. The dust control management plan shall supplement the conditions and requirements of the Air Quality Management District and may include items such as vouchers for car washes or similar measures.

16.12 Permit Parking Infrastructure Costs. Landowner shall pay the costs of all equipment and signage as necessary to implement a permit parking system on public streets within the Project if a permit parking program is approved and implemented as part of a parking cure program pursuant to Section 2.11.10 of the Specific Plan.

16.13 Secondary Access for Renaissance Residential Community. The Project is bordered to the northeast by the Renaissance, a master plan community consisting of approximately 375 single family detached homes. If Landowner elects to develop the Stadium Alternative Project, then Landowner shall work cooperatively with the City and representatives of the Renaissance Homeowners' Association to design the Project to permit ingress and egress from the Renaissance development over and across that certain proposed road segment on the Northern Parcel that connects to Pincay Drive. Any gate or similar improvements to the Renaissance development to facilitate the ingress and egress described in this Section 16.13 shall be completed at the sole cost and expense of the Renaissance Homeowners' Association or its designee, and Landowner shall not be obligated to dedicate any additional land for gates or guard house related to such secondary access point.

16.14 Public Art. If Landowner elects to construct the Original Development Project, then the Project shall comply with Section 11-140 of the Inglewood Municipal Code, provided that architecture or architectural elements (including aesthetic and functional elements and decorative or ornamental features) designed by a building or landscape architect shall be included within the definition of public art so long as such elements are not mass produced and have been designed in furtherance of creating a unique architectural identity for the Project. If Landowner elects to construct the Stadium Alternative Project, then the City acknowledges that the extraordinary amount of funds available for public art warrants a comprehensive and programmatic approach to applying such arts funding to maximize opportunities for civic and cultural engagement with the Project, including the ability to aggregate Public Art Contribution obligations over time to fund larger and more impactful art and art facilities. Accordingly, if the Stadium Alternative Project is elected, Landowner shall comply with Section 11-140 of the Inglewood Municipal Code as follows: Concurrently with the City's issuance of any building permit for new non-residential construction, the City shall calculate the amount of the Public Art Contribution that would otherwise be due pursuant to Section 11-140 with respect to such new improvements, based upon the valuation indicated on the building permit (the "Public Art Contribution"). Advance payment of the Public Art Contribution shall not be a condition of issuance of any building permit or certificate of occupancy, but the Landowner shall submit its plan for complying with the percent for art program on or before obtaining a certificate of occupancy for the Stadium. In addition, as part of the annual compliance review for this Agreement, or more frequently as the Parties may determine necessary, Landowner and City shall meet and confer to review when and how Landowner has satisfied or intends to satisfy the amount of Public Art Contribution obligations accrued to date in accordance with the provisions of this Section 16.14 and the Specific Plan. In addition, an aggregate amount of Two Million and No/100 Dollars (\$2,000,000) from the Public Art Contribution shall be dedicated to commission, acquire, and/or display public art directly from local Inglewood artists. The selection of such local art shall be made in consultation with the Inglewood Arts Commission. Landowner and City acknowledge and agree that such local public art funding in connection with the Project shall place an emphasis on impacting the lives of Inglewood youth through providing programming and funding opportunities for Inglewood artists and local not-for-profit youth serving agencies; collaboration with not-for-profit organizations and businesses that support the City's efforts to build a healthy arts infrastructure; and art and architecture that celebrate both the City's rich cultural past and its modern identity going forward. Furthermore, public art may include architectural elements (including aesthetic and functional elements and decorative or ornamental features) designed by a building or landscape architect so long as such elements are not mass produced and have been designed in furtherance of creating a unique architectural identity for the Stadium Alternative Project.

16.15 Use of Stadium for Charitable Causes. Subject to the requirements of this Section 16.15, if the Stadium Alternative Project is elected by the Landowner, then from and after the date that the Stadium or ancillary performance venue, as applicable, is open for business to the public, Landowner shall provide City or a City-recognized local community-based charitable organization with the use of the Stadium for up to two (2) days per calendar year and with the use of the ancillary performance venue for up to eight (8) days per calendar year (each a "Community Event"), on days that the Stadium or ancillary performance venue is available. Any use of the Stadium that is not a major sporting event typically held in a stadium shall be subject to Landowner's approval. 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 Stadium or the ancillary performance venue as determined by Landowner in its sole discretion. There shall be no more than two Community Events in each calendar month. Landowner shall provide such use of the Stadium and/or ancillary performance venue 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 Stadium and/or ancillary performance venue and City shall bear the actual out-of-pocket expenses incurred by Landowner in connection with the usage of the Stadium and/or ancillary performance venue, 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 16.15 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 Stadium and/or ancillary performance venue requires of all users; provided, however, all such terms, including but not limited to, any indemnity and/or insurance obligations of the City shall be consistent with and subject to applicable California law. The obligation of Landowner under this Section 16.15 shall not apply during any times that the Stadium and/or ancillary performance venue is closed for material renovations and/or repairs or if the Stadium and/or ancillary performance venue is no longer being operated as contemplated in this Agreement.

16.16 Use of Primary Project Signage for Community Messages. If the Stadium Alternative Project is elected by the Landowner, then upon written request to Landowner, City shall receive at least one (1) rotation every five (5) minutes on project identity signage facing onto public streets at the perimeter of the Project, except during the period during, and two (2) hours before

and after, any scheduled event at the Stadium. Such rotation may be used for general public announcements and promotion of civic events and services.

16.17 Support of Inglewood Youth-Oriented Programs. If the Stadium Alternative Project is elected by the Landowner, then the Landowner responsible for the Stadium operations shall create and/or fund the aggregate amount of One Million Dollars (\$1,000,000) to implement youth-oriented programs or facilities for students in Inglewood (which may include without limitation after-school programs), which obligation shall not exceed Two Hundred Thousand Dollars (\$200,000) in any calendar year. Beginning in the first full calendar year after the Stadium receives its certificate of occupancy and is open for business to the public, in connection with the annual review material submitted to the City pursuant to Section 21.2, the Landowner shall submit to the City a reasonably detailed summary of the program(s) funded pursuant to this Section 16.17 since the last annual review (whether programmed by the Landowner directly, or through a partnership with the City or a third-party youth organization), including information on the approximate number of Inglewood youth who participated in such program(s) or utilized such facilities.

17. Phasing. The Parties acknowledge that presently Landowner cannot predict the exact timing or sequence of the Phasing of the Project. Landowner therefore shall have the right to develop the Project in phases in such order and at such times as Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement. Public Improvements shall be incorporated as specified in the Phasing Plan as set forth in Exhibit J, and the First Phase shall include: (i) a minimum of 500,000 gross square feet of Hybrid Retail Center as defined in Section 2, which will include (a) at least two anchor tenants one of which shall be a theater with a minimum of 12 screens and (b) a minimum of ten thousand square feet of Upscale Table-Service Restaurant space as defined in Section 2.49, (ii) a police storefront facility as set forth in Section 16.4 and (iii) at least 25,000 square feet of office/commercial uses in the mixed-use zone of the Property, and if the Stadium Alternative Project is elected (iv) a Stadium (collectively the "First Phase"). A minimum of 340,000 gross square feet of the Hybrid Retail Center shall be completed as a condition to the issuance of the 1,584th building permit for a residential unit in the Project. It is understood that development on the casino parcel may proceed independently from the remainder of the new development, including the First Phase.

By entering into this Agreement, Landowner shall not be obligated to develop the Property, provided that any development commenced on the Property must be consistent with the requirements of this Agreement. In addition, notwithstanding anything to the contrary contained in this Agreement, Landowner's obligation to provide a Hybrid Retail Center will be satisfied so long as Landowner (1) develops a Hybrid Retail Center consistent with the Design Guidelines and Development Standards set forth in the Specific Plan and (2) makes a good faith effort to lease the 500,000 square feet of retail space consistent with the requirements set forth in this Section and Section 2.24. Notwithstanding anything to the contrary contained in this Agreement, City may not require Landowner to lease to particular retail tenants or otherwise interfere with Landowner's leasing of the Hybrid Retail Center; provided, however, Landowner shall not lease or convey any portion of the Hybrid Retail center for the following uses: (a) membership warehouse stores; (b) liquidation retailers such as "99 Cent Only" stores and "\$1 Only" stores; (c) drive-through fast food; (d) stand-alone pads on which fast-food restaurants are located; or (e) a large-format retail discount store of 100,000 square feet or more, or a retail discount store of less than 100,000 square feet that devotes more than ten percent (10%) of its sales floor to groceries, unless otherwise approved by City Council.

18. Transfers and Assignments. Subject to the terms of this Section 18, Landowner shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to third Persons (the "Transferee") acquiring an interest or estate in all or a portion of the Property (the "Transferred Property"), including, but not limited to, purchasers or long term ground lessees of individual lots, parcels, or of any of the buildings located within the Property. Notwithstanding the foregoing, each Landowner also shall have the right to assign or transfer specific rights granted to it under this Agreement (e.g., the right to deliver notices to the City or the right to receive reimbursements pursuant to Section 15.3) without a transfer of an interest or estate in all or a portion of the Property, and if such transfer of a right is to Affiliate of Landowner such transfer or assignment may be made without the City's prior written consent. If there is more than one Landowner, Landowners may allocate responsibility for the construction, operation, and/or maintenance of any Public Improvements amongst themselves without City's prior written consent, provided that the affected Landowners deliver notice of same to City promptly following such allocation. Any sale, transfer or conveyance of the Property, or portion thereof, shall comply with the state Subdivision Map Act and Existing City Laws. 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, and upon giving of such notice Transferee shall be deemed a Party. 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) prior to the effective date of the Transfer, Transferee executes and delivers to City an Assignment and Assumption Agreement in the form set forth in Exhibit K to this Agreement specifying the obligations and requirements to be assumed by the Transferee; (2) Landowner has not received a notice of a Default under this Agreement that remains uncured as of the effective date of the Transfer; and (3) Landowner has received the applicable consent to the Assignment and Assumption Agreement as follows: (a) if Transferee is to assume any of the obligations or requirements to construct Public Improvements in the First Phase and is not an Affiliate of Landowner, then prior written consent of the City shall be required, which consent shall not be unreasonably withheld, and (b) if Transferee is to assume any of the obligations or requirements to construct Public Improvements in phases subsequent to the First Phase and is not an Affiliate of Landowner, then prior written consent of the City Administrator on behalf of the City shall be required, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, if (a) Transferee is to assume only the site-specific obligations, conditions or requirements that are related to the development of the Transferred Property (i.e., the Mitigation Measures, the Stadium Alternative Mitigation Measures, or Plot Plan Review conditions of approval, but not any obligation to construct Public Improvements) or (b) Transferee is an Affiliate of any Landowner as of the date this Agreement is adopted by the Initiative, then no consent shall be required. If conditions (1) and (2) are satisfied, and any consent (to the extent consent is required herein) is given, then Landowner shall be released from any further liability or obligation under this Agreement related to the Transferred Property as specified in the Assignment and Assumption Agreement, and 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. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee Defaults under this Agreement, such Default shall not constitute a Default by Landowner 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.

19. Lender Obligations and Protections.

19.1 Encumbrances on the Property. The Parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, from encumbering the Property (except that subject to Section 16.9, the Civic Site shall be dedicated to the City free of any mortgages or encumbrances) or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use, or operation of the Property.

19.2 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 the 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 of 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.

19.3 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 that takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

19.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of Default given 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 Landowner is in Default 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 Default or non-compliance as provided in this Agreement; provided, however, that if the 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 Default, noncompliance or Certificate of Non-Compliance within ninety (90) days after obtaining possession. If any such 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 Default, noncompliance or Certificate of Non-Compliance (including but not limited to proceeding to gain possession of the Property) if such Mortgagee commences cure during such ninety (90) day period, and thereafter diligently pursues completion of such cure to the extent possible.

20. Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to any other Party requesting such Party to 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 Administrator shall have the right to execute any certificate requested by Landowner hereunder. City acknowledges that a certificate hereunder may be relied upon by Transferees, Lenders and Mortgagees.

21. Annual Review.

21.1 Review Date. The annual review date for this Agreement shall occur each year on the anniversary date of the Effective Date of this Agreement ("Annual Review Date").

21.2 Required Information from Landowner. Not more than sixty (60) days and not less than forty-five (45) days prior to the Annual Review Date, the Landowner shall provide a letter to the Planning Director containing evidence to show compliance with this Agreement, including, but not limited to, compliance with the requirements regarding the following: the Phasing Plan attached hereto as Exhibit J, the First Phase improvements, the Public Improvements constructed or under construction by Landowner, and the dedication of lands and easements to the City or any public agency. The burden of proof, by substantial evidence, of compliance is upon the Landowner.

21.3 City Report. Within forty (40) days after Landowner submits its letter, the Planning Director shall review the information submitted by Landowner and all other available evidence on Landowner's compliance with this Agreement. All such available evidence including public comments and final staff reports shall, upon receipt of the City, be made available as soon as possible to Landowner. The Planning Director shall notify the Landowner in writing whether the Landowner has complied with the terms of this Agreement. If Planning Director finds the Landowner in compliance, the Planning Director shall issue a Certificate of Compliance. If Planning Director finds the Landowner is not in compliance, the Planning Director shall issue a Certificate of Non-Compliance after complying with the procedures set forth in Section 21.4. The City's failure to timely complete the annual review is not deemed to be a waiver of the right to do so at a later date.

21.4 Non-compliance with Agreement; Hearing. Prior to issuing a Certificate of Non-Compliance, if the Planning Director, on the basis of substantial evidence, finds that the Landowner has not complied with the terms of this Agreement, it shall specify in writing to Landowner, with reasonable specificity, the respects in which Landowner has failed to comply. The Planning Director 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 Planning Director may require payment in ten (10) days. If after the reasonable time for Landowner to meet the terms of compliance has passed and the Planning Director, on the basis of substantial evidence, continues to find that the Landowner has not complied, then Planning Director shall issue a Certificate of Non-Compliance. Any Certificate of Non-Compliance shall be made in writing with reasonable specificity as to the reasons for the determination, and a copy shall be provided to Landowner in the manner prescribed in Section 21.3. If the Planning Director issues a Certificate of Non-Compliance, then the City Council shall conduct a hearing within thirty (30) days of the Planning Director's issuance of the Certificate of Non-Compliance. The Landowner shall be given ten (10) days written notice of the hearing and copies of the evidence upon which the Planning Director made her/his determination. Landowner will be given the opportunity to present evidence at the hearing. If the City Council determines that the Landowner is not in compliance with this Agreement, it may initiate proceedings to modify or Terminate this Agreement, at which time an administrative hearing shall be conducted.

21.5 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.

21.6 Costs. Costs reasonably incurred by the City in connection with the annual review and related hearings shall be paid by Landowner in accordance with the City's schedule of fees and billing rates for staff time in effect at the time of review.

21.7 Effect on Transferees. If Landowner has effected a transfer so that its interest in the Property has been divided between Transferees, then the annual review hereunder shall be conducted separately with respect to each Party, and the Planning Director, and if appealed, the City Council shall make its determinations and take its actions separately with respect to each Party. If the Planning Director or City Council Terminates, modifies or takes such other actions as may be specified in Section 25 of this Agreement in connection with a determination that such Party has not complied with the terms and conditions of this Agreement, such action by the Planning Director, or the City Council 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.

21.8 Default. The rights and powers of the City Council under this Section 21 are in addition to, and shall not limit, the rights of the City to Terminate or take other action under this Agreement on account of the commission by Landowner of an event of Default.

22. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, the Former Redevelopment Agency, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses) by any Person or entity, directly or indirectly arising or alleged to have arisen out of or in any way related to (1) the approval of this Agreement or the Project Approvals; (2) any development or use of the Property under this Agreement or the Project Approvals; and (3) any actions or inactions by the Landowner or its contractors, subcontractors, agents, or employees in connection with the construction or improvement of the Property and the Project, including off-site Public Improvements; *provided, however,* that once the City accepts the Public Improvements, Landowner's indemnification obligation with respect to those improvements shall cease. Notwithstanding the foregoing, Landowner shall have no indemnification obligation (1) with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees; (2) with respect to the maintenance, use or condition of any improvement or portion of the Property after the time it has been dedicated to and accepted by the City or another public entity, or taken over by a home owner's or property owner's association (except as provided in an improvement agreement or maintenance bond); (3) with respect to the public use easements after the time the public use easements have been accepted by the City. The indemnity under this Section does not survive Termination of this Agreement but shall be independent of other indemnities or indemnity agreements, which may survive in accordance with their terms.

23. Amendment, Cancellation or Suspension.

23.1. 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 amendment of the Agreement shall be approved by the City Council in accordance with State law, the City Code, and this Agreement.

23.2. 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 Code and this Agreement.

23.3. 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 Code. The term "Substantive Amendments" is defined to include the following: (a) any change to the term of this Agreement beyond the Initial Term and any Term Extension; *provided,* however, that a Term Extension shall not constitute a Substantive Amendment to the Agreement; (b) any changes to the permitted uses of the Project or the density and/or intensity of use of the Project to the extent that the change increases the cost of Project-related services to the City's General fund (without a concomitant increase in the anticipated Project-related revenues to the City's general fund) or reduces the anticipated Project-related net revenues to the City's general fund beyond those costs and revenues estimated in the 2009 Fiscal Analysis; (c) any changes to provision(s) in this Agreement or the Project Approvals related to reservation or dedication of land or easements; or (d) any changes to provision(s) in this Agreement or the Project Approvals related to monetary contributions or payments by Landowner. If a Substantive Amendment is required, the City, in its reasonable discretion, may withhold or suspend any Subsequent Approval until the approval of the Substantive Amendment is final. Notwithstanding anything to the contrary contained in this Section 23.3 and in accordance with Section 7.5 of this Agreement, a Substantive Amendment to this Agreement shall not be required due to a change to the Project unless the change in the Project will result in an increase of the cost of project-related services to the City's general fund (without a concomitant increase in the anticipated Project-related revenues to the City's general fund) or reduces the anticipated project-related revenues to the City's general fund beyond those costs and revenues estimated in the 2009 Fiscal Analysis, even if such change to the Project does require an amendment to the Specific Plan or other Existing Land Use Regulation. Notwithstanding anything to the contrary contained herein, if the Stadium Alternative Project is elected, any amendment to this Agreement which would reduce or eliminate any Fundamental Benefits shall require a majority vote of the voters at a City election. As used herein, the term "Fundamental Benefits" means the local hiring and outreach requirements set forth in Section 16.2, total park acreage of approximately 25 acres provided and improved, the youth program funding set forth at Section 16.17, and the City Revenue Hurdle set forth at Section 15.3.

23.4. Minor Amendment. A "Minor Amendment" is any amendment of this Agreement other than a Substantive Amendment. A Minor Amendment may be approved by written agreement by the City Administrator. A Minor Amendment shall include modifications to the Stadium Alternative Mitigation Measures, *provided* that the City Administrator finds that, on the basis of substantial evidence, the changed measures are equivalent to or more effective than the original Stadium Alternative Mitigation Measures.

23.5. Cancellation by Mutual Consent. This Agreement may be Terminated in whole or in part by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the State law and the City Code. Any fees or payments of any kind paid pursuant to this Agreement prior to the date of mutual Termination shall be retained by City.

23.6. Suspension by City. City may suspend this Agreement or a portion thereof, if it finds, in its reasonable and sole discretion, that suspension is necessary to protect persons or property from a condition which would create an immediate and serious risk to the health and safety of the general public or residents or employees who are occupying or will occupy the Property, such as might be the case in the event of a major earthquake or natural disaster of similar magnitude.

24. Default. Subject to Section 36, a Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement required to be performed by such Party shall constitute a default ("Default") as to that Party's interest in this Agreement. A Default by the Landowner includes, but is not limited to, the following: failure by the Landowner to: (a) pay when due any fee, tax or assessment applicable to the Project or Property and required to be paid by Landowner; (b) transfer, reserve or dedicate land for Public Improvements; or (c) implement or comply with terms and conditions set

out in Project Approvals, including, but not limited to, Mitigation Measures, conditions of approval, and subsequent conditions relative to parking imposed in accordance with the provisions of the Specific Plan. While such Party is in Default under this Agreement, City shall not be obligated to issue any permit or grant any Subsequent Approval as to that Party's property until such Party cures the Default in accordance with Section 26.2.

25. Remedies for Default. Subject to the notice and opportunity to cure provisions in Section 26 below, 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 26, 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. Landowner expressly agrees that the City, Redevelopment Agency, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively, for purposes of this Section 25, "City") shall not be liable for any monetary damage for a Default by the City or any claims against City arising out of this Agreement. Landowner hereby expressly waives any such monetary damages against the City. City expressly agrees that the Landowner and its officers, agents, employees, volunteers and representatives (collectively, for purposes of this Section 25, "Landowner") shall not be liable for any monetary damage for a Default by the Landowner or any claims against Landowner arising out of this Agreement. City hereby expressly waives any such monetary 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 26.

26. 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.

26.1. 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.

26.2. Cure. Subject to Section 36, the Party in Default shall have thirty (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, practically be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (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 thirty (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 practically be completed within such thirty (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).

26.3. 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.

26.4. Procedure for Terminating Agreement upon Default. If the City desires to Terminate this Agreement in the event of a 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 City Council determines that Landowner is in Default and has not cured to City's reasonable satisfaction, or that the Default presents a serious risk to public health, safety or welfare, the City Council may Terminate this Agreement.

26.5. No Cross Default. Notwithstanding anything to the contrary in this Agreement, if Landowner 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.

27. 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 any 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 27 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.

28. 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 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 costs (including, court costs) and attorneys' fees 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 attorneys' fees and costs from the date of tender.

29. Third Party Court Action/Limitation on Actions. If any court action or proceeding is brought by any third party to challenge any Project Approval, or this Agreement, then (a) Landowner shall have the right to Terminate this Agreement upon thirty (30) days' notice, in writing to City, given at any time during the pendency of such action or proceeding, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (b) any such action or proceeding shall constitute a Permitted Delay(s). The Parties agree that if this Agreement is Terminated pursuant to the authority in this section, that all Project Approvals shall be terminated and of no further force and effect. Any action by any third party to attack, review, set aside, void or annul any action or decision taken by a Party under this Agreement shall not be maintained by such third party unless such action or proceeding is commenced within ninety (90) days after the date such decision or action is made or taken hereunder, or such shorter period as is prescribed by Law.

30. **Reimbursement of Development Agreement Costs and Fees.** Landowner shall reimburse City for all of its reasonable and actual costs, fees and expenses incurred in drafting, reviewing, revising, processing and implementing this Agreement, including, but not limited to, recording fees, ordinance publication fees, special notice or special meeting costs, staff time in preparing staff reports, and staff time, including legal counsel fees, for preparation and review of this Agreement and changes requested by Landowner and to implement the provisions herein.

31. **Eminent Domain.** If Landowner is required by City to acquire parcels or rights-of-way necessary for construction of Public Improvements and is unable to do so, the City may attempt to negotiate a purchase with the property owner. If necessary, and in compliance with State law, City may use its power of eminent domain, in which case Landowner shall pay for all costs, expenses and fees, including attorneys' fees and staff time, incurred by City in an eminent domain action; *provided, however*, that prior to using its power of eminent domain, City shall seek alternative or substitute parcels or rights-of-way for construction of Public Improvements. If the necessary land cannot be acquired, the Parties shall negotiate an amendment to this Agreement which may include changes to Vested Rights and Project Approvals; *provided, however*, that prior to negotiating an amendment to this Agreement, City shall seek alternative or substitute parcels or rights-of-way for construction of Public Improvements.

32. **Disclosure Requirements for Residential Buyers.** Prior to recording each final subdivision map, Landowner shall provide CC&Rs describing the map's conditions of approval that will survive map recordation, to the Director of Planning and the City Attorney or their designees for review and approval. Said CC&Rs shall be recorded concurrently with the recording of the relevant final subdivision map. In order to provide notice to residential buyers of the unique characteristics of living in or near a mixed-use development, these CC&Rs shall contain provisions as shown on the attached Exhibit L, which addresses the following topics: (a) notice of proximity of residential uses to restaurant uses, liquor sales, cinema uses, casino use and gaming activities, and (b) parking requirements and garage restrictions that are unique to the Specific Plan.

33. **Agreement Runs with the Land.** Except as otherwise 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.

34. **Bankruptcy.** The obligations of this Agreement shall not be dischargeable in bankruptcy.

35. **Insurance.**

35.1. **Public Liability and Property Damage Insurance.** At all times that Landowner is constructing any improvements that will become Public Improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than five million (\$5,000,000) dollars and a deductible of not more than fifty thousand (\$50,000) dollars per claim. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

35.2. **Workers' Compensation Insurance.** At all times that Landowner is constructing any improvements that will become Public Improvements, 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 the City for any damage resulting from Landowner's failure to maintain any such insurance.

35.3. **Evidence of Insurance.** Prior to commencement of construction of any improvements which will become Public Improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 35.1 and 35.2 and evidence that the carrier 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 the City, the Former Redevelopment Agency, other City agencies and their respective elective and appointive boards, commissions, officers, agents, employees, volunteers and representatives and to Landowner performing work on the Project.

36. **Excuse for Nonperformance.** Notwithstanding anything to the contrary in this Agreement, Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by 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"); *provided, however*, that any failure by the Former Redevelopment Agency to make required payments or reimbursements under the OPA shall excuse the Landowner from making any payments or reimbursements under this Agreement that were the subject of the reimbursement or payment obligation, including (1) General Fund Stabilization Payments pursuant to Section 16.7; (2) Exactions that are first adopted or imposed by the City on the Project after the Adoption Date; and (3) Exactions that are increased by an amount in excess of any CPI Factor increase applied to the base fee as of the Adoption Date. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

37. **Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Landowner and the 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.

38. **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 from and after such determination.

39. **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. 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 25, 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.

40. **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 United States District Court for the Central District of California (Downtown Branch) if in federal court or the Los Angeles County Superior Court for the Southwest District (Torrance Courthouse) if in California Superior Court, except that any writ of mandamus shall be filed in the Los Angeles County Superior Court for the Central District (Stanley Mosk Courthouse) or as otherwise required by the Court.

41. **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:

If to City or Civic Parcel Landowner:	City of Inglewood One Manchester Boulevard Inglewood, California 90301 Attention: City Administrator
with a copy to:	City of Inglewood One Manchester Boulevard Inglewood, California 90301 Attention: City Attorney
If to Casino Property Landowner:	Hollywood Park Card Club Investors, LLC Four Embarcadero Center, Suite 3300 San Francisco, California 94111 Attention: Terry Fancher
If to Retail Property Landowner:	Hollywood Park Retail/Commercial Investors, LLC 6100 Center Drive, Suite 1020 Los Angeles, California 90045 Attention: Christopher Meany
If to Residential Property Landowner:	Hollywood Park Residential Investors, LLC 6100 Center Drive, Suite 1020 Los Angeles, California 90045 Attention: Christopher Meany
If to Northern Parcel Landowner:	Pincay RE, L.L.C. c/o Gibson, Dunn & Crutcher LLP 333 S. Grand Avenue, Suite 4900 Los Angeles, California 90071 Attention: Amy R. Forbes
and for each of the above, with a copy to:	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) 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.

42. **Form of Agreement: Recordation: Exhibits.** The City shall cause this Agreement, any amendment hereto and any Termination of any parts or provisions hereof, to be recorded, at Landowner's expense, in the Official Records 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.

43. **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.

44. **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 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 Administrator or the Planning Director may be appealed to the City Council.

45. **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. Landowner shall have the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and 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.

46. **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.

47. **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 both Landowner 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.

48. **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.

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

50. **Effect of Original Development Agreement.** Because the Parties may not be able to anticipate or expressly provide for every future contingency, should this amended and restated Agreement fail to become effective or become ineffective, the Original Development Agreement shall govern the Parties' relationship. The Civic Site shall remain encumbered by, and the Landowner of the Civic Site shall continue to have its rights and obligations pursuant to, the Original Development Agreement until such time that the Landowner of the Civic Site executes this Agreement or the Term of the Original Development Agreement expires.

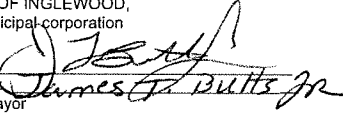
IN WITNESS WHEREOF, the City of Inglewood, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk, and Landowner has caused this Agreement to be executed.

"CITY"

"LANDOWNER"

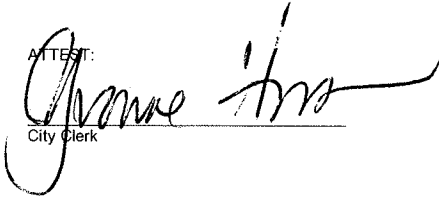
CITY OF INGLEWOOD,
a municipal corporation

By:
Name:
Its: Mayor


James G. Butte Jr.

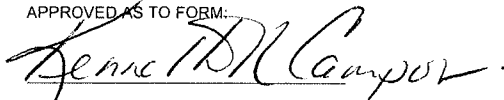
ATTEST:

City Clerk


James G. Butte Jr.

APPROVED AS TO FORM:

City Attorney

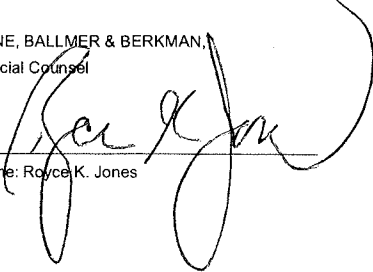

Kenneth R. Campor

APPROVED AS TO FORM AND FOR CONSISTENCY WITH
THE CITY OF CHAMPIONS REVITALIZATION INITIATIVE:

KANE, BALLMER & BERKMAN,
Special Counsel

By:

Name: Royce K. Jones

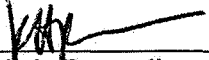

Royce K. Jones

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, and Landowner has caused this Agreement to be executed.

LANDOWNER:


CASINO PROPERTY LANDOWNER:

HOLLYWOOD PARK CARD CLUB INVESTORS, LLC,
a Delaware limited liability company

By: 
Name: Kristin Renaudin
Title: Vice President


RESIDENTIAL PROPERTY LANDOWNER:

HOLLYWOOD PARK RESIDENTIAL INVESTORS, LLC,
a Delaware limited liability company

By: 
Name: Kristin Renaudin
Title: Vice President

RETAIL PROPERTY LANDOWNER:

HOLLYWOOD PARK RETAIL / COMMERCIAL INVESTORS, LLC,
a Delaware limited liability company

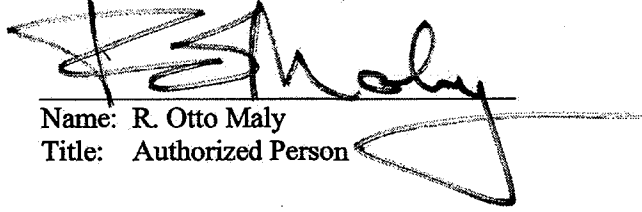
By: 
Name: Kristin Renaudin
Title: Vice President

[SIGNATURES CONTINUE ON NEXT PAGE]

NORTHERN PARCEL LANDOWNER:

PINCA Y RE, L.L.C.,
a Delaware limited liability company

By:



A handwritten signature in black ink, appearing to read "R. Otto Maly", is written over a horizontal line. The signature is stylized and extends to the right of the line.

Name: R. Otto Maly
Title: Authorized Person

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 SAN FRANCISCO)

On March 30, 2015, before me, Karen A. Knuth, a Notary Public, personally appeared Kristin Renaudin, 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, 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 Karen A. Knuth (Seal)



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 April 15, 2015 before me, Tunisia Johnson, a Notary Public, personally appeared James T. Butt Jr who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
Signature Tunisia Johnson



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 April 15, 2015 before me, Tunisia Johnson, a Notary Public, personally appeared James T. Butt Jr who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
Signature Tunisia Johnson



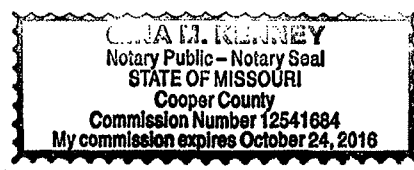
STATE OF MISSOURI)
COUNTY OF Boone)

On this 31st day of March in the year 2015 before me, Gina M. Kenney, a Notary Public in and for said state, personally appeared R. Otto Maly, Authorized Person of Pincay RE, L.L.C., a Delaware limited liability company, known to me to be the person who executed the within agreement on behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Gina M. Kenney
(Notary's official signature)

10-24-16
(Commission Expiration)

SEAL:



HOLLYWOOD PARK AMENDED AND RESTATED DEVELOPMENT AGREEMENT

EXHIBIT LIST

- Exhibit A-1: Legal Description of the Entire Site
- Exhibit A-2-1: Depiction of Casino Property (Pre-LLA)
- Exhibit A-2-2: Depiction of Casino Property (Post-LLA)
- Exhibit A-3: Legal Description of Northern Parcel
- Exhibit A-4: Legal Description of Residential Property
- Exhibit A-5: Legal Description of Retail Property
- Exhibit B: Summary of Applicable Fees and Taxes
- Exhibit C: Public Improvements
- Exhibit C-1: Public Improvements (Stadium Alternative Project)
- Exhibit D: Reserved
- Exhibit E: CFD Parameters
- Exhibit F: Park Maintenance Standards and Security Plan
- Exhibit G: Conditions of Approval re Access and Maintenance of Lands for Public Use (Park Easements and Commitments for Retail Plazas)
- Exhibit H: Reserved
- Exhibit I: Civic Site Encumbrances
- Exhibit J: Phasing Plan
- Exhibit K: Assignment & Assumption Agreement
- Exhibit L: Residential Disclosures
- Exhibit M: Stadium Alternative Mitigation Measures

Exhibit A-1: Legal Description of Entire Site

Real Property in the City of Inglewood, County of Los Angeles, State of California, described as follows:

PARCEL 1 ("NORTHERN PARCEL"):

PARCELS A AND B AS SHOWN ON MAP OF PARCEL MAP 25640, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, AS PER MAP FILED IN BOOK 289 PAGES 53 TO 61 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THAT RESERVATION UNTO TIDEWATER ASSOCIATED OIL COMPANY, ITS SUCCESSORS AND ASSIGNS, IN DEED RECORDED FEBRUARY 25, 1947, IN BOOK 24243 PAGE 423, OFFICIAL RECORDS, ALL MINERALS, INCLUDING BUT NOT LIMITED TO HYDROCARBON CARBONACEOUS SUBSTANCES, TOGETHER WITH THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE THE SAME; PROVIDED, HOWEVER, AND GRANTOR SO COVENANTS, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, EXCEPT BY PERMISSION OF GRANTEE, ITS SUCCESSORS OR ASSIGNS, WILL NEVER ENTER UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF MINING, EXTRACTING, REMOVING OR RECOVERING SAID MINERALS, IT BEING EXPRESSLY COVENANTED AND AGREED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE SAID MINERALS BY MEANS OR DIRECTIONAL OR SUBSURFACE DRILLING OR ANY OTHER RECOVERY METHOD, WHETHER SIMILAR OR DISSIMILAR, SO LONG AS THE SURFACE OF SAID LANDS IS NOT OCCUPIED OR USED, OR ITS SUPPORT MATERIALLY IMPAIRED ALSO FROM THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, DISTANT THEREON SOUTH 89° 59' 12" EAST 1322.40 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION, SOUTH 0° 2' 22" EAST 2590.40 FEET TO THE NORTHERLY LINE OF CENTURY BOULEVARD, 100 FEET WIDE.

ALSO EXCEPTING THAT RESERVATION UNTO MANCHESTER AVENUE COMPANY, A CALIFORNIA CORPORATION, BY DEED RECORDED AUGUST 31, 1956 IN BOOK 52179 PAGE 412, OFFICIAL RECORDS, AN UNDIVIDED 28/200 OF ONE PERCENT OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OR THE PROCEEDS THEREFROM IN LAND UNDER OR THAT MAY BE PRODUCED OR SAVED FROM THAT PORTION OF SAID AND LYING NORTHERLY OF A LINE PARALLEL WITH AND 1320 FEET MEASURED SOUTHERLY AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID SECTION 34.

ALSO EXCEPTING ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES LOCATED ON SAID PROPERTY, AS GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982, AS INSTRUMENT NO. 82-511580, OFFICIAL RECORDS.

ALSO EXCEPT THAT RESERVATION UNTO MASON LETTEAU, F.T. HINTON AND JOHN R. MACFADEN CONSTITUTION THE BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETERY ASSOCIATION, IN DEED RECORDED MARCH 18, 1964 IN BOOK D2398 PAGE 795, OFFICIAL RECORDS, ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY ON THAT PORTION OF SAID LAND LYING NORTHERLY OF A LINE PARALLEL WITH AND 1320 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID SECTION 34.

ALSO EXCEPT FROM SAID PORTION THEREOF INTEREST OF INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN ALL OIL, AND GAS ROYALTIES AND PAYMENTS DERIVED FROM THE EXISTING OIL AND GAS LEASE ON SAID LAND, OR ANY PART THEREOF, WHICH ARE PRESENTLY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS EXCEPTED AND RESERVED BY INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN DEED RECORDED NOVEMBER 21, 1962, AS INSTRUMENT NO. 1996 IN BOOK D1829 PAGE 887, OFFICIAL RECORDS.

ALSO EXCEPT FROM ALL SAID LAND OIL, MINERAL, GAS, HYDROCARBON AND OTHER SIMILAR RIGHTS LYING BELOW THE DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND WITHOUT ANY RIGHT OF ENTRY TO THE SURFACE OR TO THAT PORTION OF THE SUBSURFACE LESS THAN 500 FEET IN DEPTH, AS QUITCLAIMED TO HOLLYWOOD PARK HOTEL CORPORATION, BY A QUITCLAIM DEED RECORDED AUGUST 12, 1977, AS INSTRUMENT NO. 77-888762, OF OFFICIAL RECORDS.

A CERTIFICATE OF CORRECTION WAS RECORDED JUNE 28, 2000 AS INSTRUMENT NO. 00-0993688, OFFICIAL RECORDS.

Assessor's Parcel No: 4025-011-025, 026, 027

PARCEL 2:

PARCELS A, B, C, AND D OF PARCEL MAP 72263, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 376 PAGES 73 THROUGH 79 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES LOCATED ON SAID PROPERTY, GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982 AS INSTRUMENT NO. 82-511580, OFFICIAL RECORDS OF SAID COUNTY.

APN'S: 4025-011-043, 4025-011-044, 4025-011-045, 4025-011-046, 4025-011-047 AND 4025-011-048 (FORMERLY PORTIONS OF APN'S 4025-011-036 AND 4025-011-037)

PARCEL 3:

THE "REMAINDER PARCEL" AS SHOWN ON PARCEL MAP 72263, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 376 PAGES 73 THROUGH 79 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, ALL MINERALS, INCLUDING BUT NOT LIMITED TO HYDRO CARBONACEOUS SUBSTANCES, RESERVED UNTO TIDEWATER ASSOCIATED OIL COMPANY, ITS SUCCESSORS AND ASSIGNS IN DEED RECORDED FEBRUARY 25, 1947 IN BOOK 24243 PAGE 423, OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE THE SAME; PROVIDED, HOWEVER, AND GRANTOR SO COVENANTS, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, EXCEPT BY PERMISSION OF GRANTEE, ITS SUCCESSORS OR ASSIGNS, WILL NEVER ENTER UPON THE SURFACE OF SAID LANDS FOR THE PURPOSE OF MINING, EXTRACTING, REMOVING, OR RECOVERING SAID MINERALS, IT BEING EXPRESSLY COVENANTED AND AGREED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE SAID MINERALS BY MEANS OF DIRECTIONAL OR SUBSURFACE DRILLING OR ANY OTHER RECOVERY METHOD, WHETHER SIMILAR OR DISSIMILAR, SO LONG AS THE SURFACE OF SAID LANDS IS NOT OCCUPIED OR USED, OR ITS SUPPORT MATERIALLY IMPAIRED, BEING THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, DISTANT THEREON SOUTH 89 DEGREES 59'12" EAST 1322.40 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION, SOUTH 0 DEGREES 2'22" EAST 2590.40 FEET TO THE NORTHERLY LINE OF CENTURY BOULEY ARD, 100 FEET WIDE.

ALSO EXCEPTING THEREFROM, ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES LOCATED ON SAID PROPERTY, GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982 AS INSTRUMENT NO. 82-511580, OFFICIAL RECORDS OF SAID COUNTY.

APN: 4025-011-049 (FORMERLY PORTION OF APN 4025-011-037)

PARCEL 4:

LOTS 1, 2, 3 AND 4 OF TRACT NO. 69906-01, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1374 PAGES 48 THROUGH 53 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES LOCATED ON SAID PROPERTY, GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982 AS INSTRUMENT NO. 82-511580, OFFICIAL RECORDS OF SAID COUNTY.

APN's: 4025-011-038, 039, 040 & 041 (formerly portion of 4025-011-037)

Exhibit A-2-1- Depiction of Casino Property (Pre-LLA)

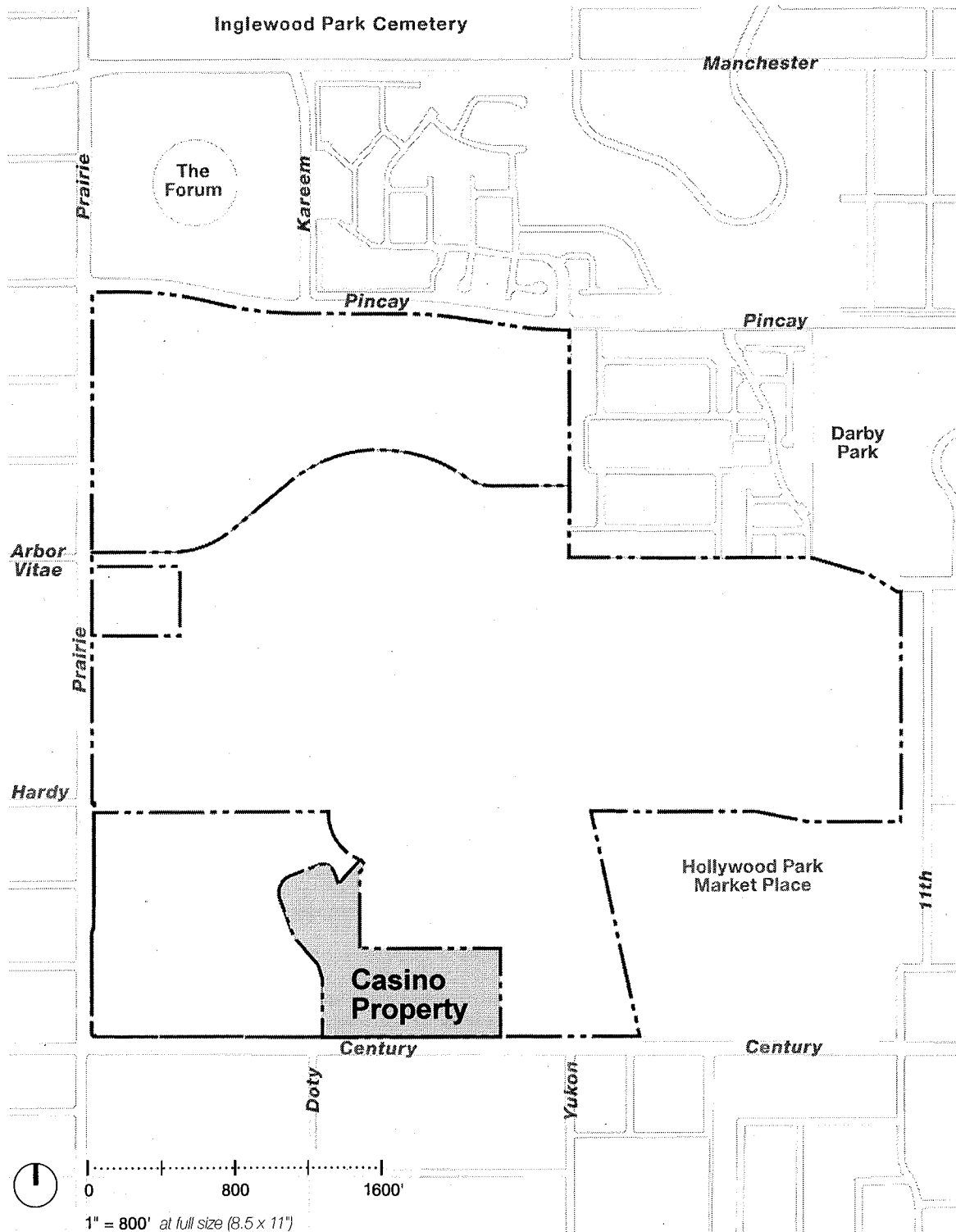


Exhibit A-2-2- Depiction of Casino Property (Post-LLA)

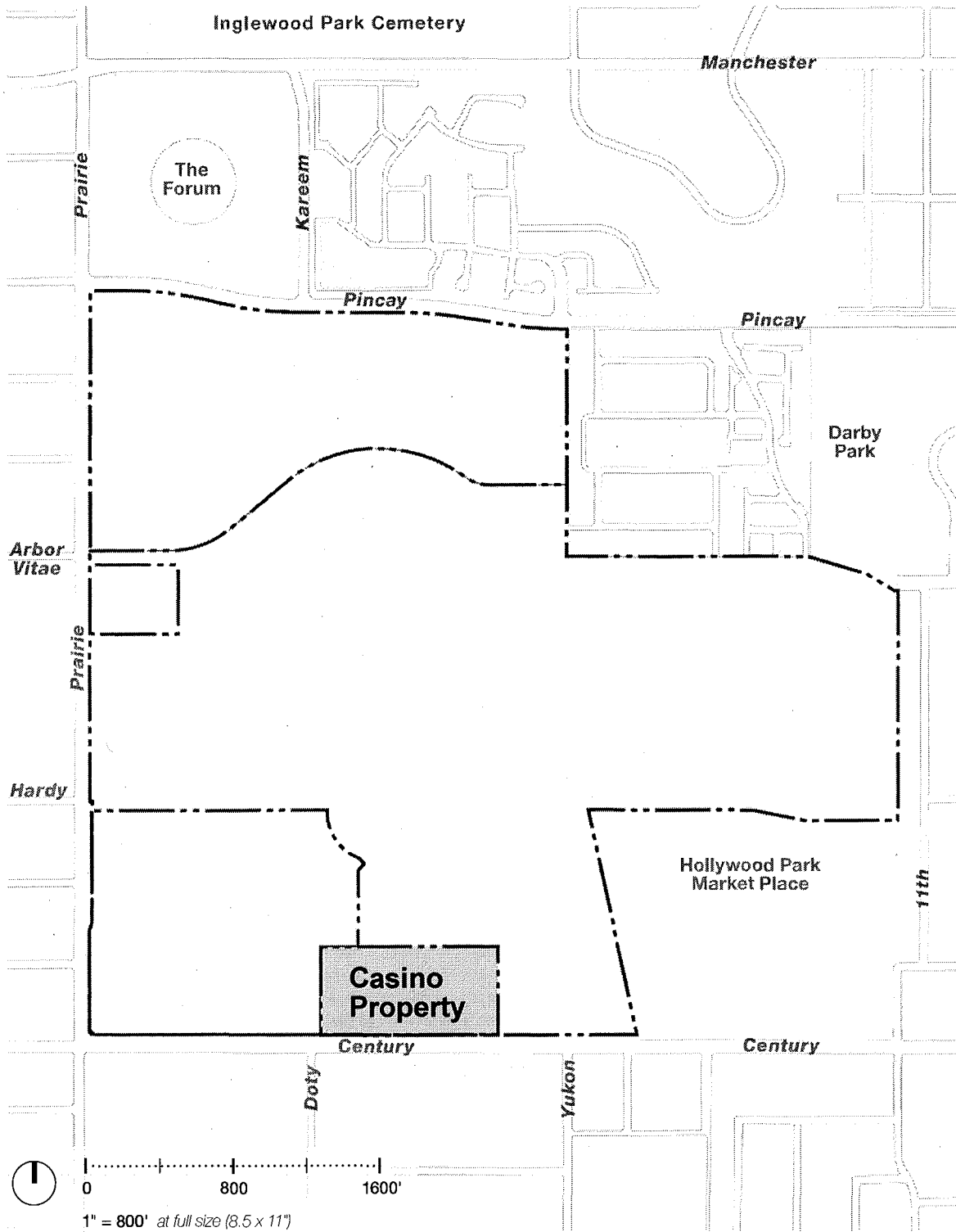


Exhibit A-3: Legal Description of Northern Parcel

Real Property in the City of Inglewood, County of Los Angeles, State of California, described as follows:

PARCEL 1 ("NORTHERN PARCEL"):

PARCELS A AND B AS SHOWN ON MAP OF PARCEL MAP 25640, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, AS PER MAP FILED IN BOOK 289 PAGES 53 TO 61 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THAT RESERVATION UNTO TIDEWATER ASSOCIATED OIL COMPANY, ITS SUCCESSORS AND ASSIGNS, IN DEED RECORDED FEBRUARY 25, 1947, IN BOOK 24243 PAGE 423, OFFICIAL RECORDS, ALL MINERALS, INCLUDING BUT NOT LIMITED TO HYDROCARBON CARBONACEOUS SUBSTANCES, TOGETHER WITH THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE THE SAME; PROVIDED, HOWEVER, AND GRANTOR SO COVENANTS, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, EXCEPT BY PERMISSION OF GRANTEE, ITS SUCCESSORS OR ASSIGNS, WILL NEVER ENTER UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF MINING, EXTRACTING, REMOVING OR RECOVERING SAID MINERALS, IT BEING EXPRESSLY COVENANTED AND AGREED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE SAID MINERALS BY MEANS OR DIRECTIONAL OR SUBSURFACE DRILLING OR ANY OTHER RECOVERY METHOD, WHETHER SIMILAR OR DISSIMILAR, SO LONG AS THE SURFACE OF SAID LANDS IS NOT OCCUPIED OR USED, OR ITS SUPPORT MATERIALLY IMPAIRED ALSO FROM THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, DISTANT THEREON SOUTH 89° 59' 12" EAST 1322.40 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION, SOUTH 0° 2' 22" EAST 2590.40 FEET TO THE NORTHERLY LINE OF CENTURY BOULEVARD, 100 FEET WIDE.

ALSO EXCEPTING THAT RESERVATION UNTO MANCHESTER AVENUE COMPANY, A CALIFORNIA CORPORATION, BY DEED RECORDED AUGUST 31, 1956 IN BOOK 52179 PAGE 412, OFFICIAL RECORDS, AN UNDIVIDED 28/200 OF ONE PERCENT OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OR THE PROCEEDS THEREFROM IN LAND UNDER OR THAT MAY BE PRODUCED OR SAVED FROM THAT PORTION OF SAID AND LYING NORTHERLY OF A LINE PARALLEL WITH AND 1320 FEET MEASURED SOUTHERLY AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID SECTION 34.

ALSO EXCEPTING ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES LOCATED ON SAID PROPERTY, AS GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982, AS INSTRUMENT NO. 82-511580, OFFICIAL RECORDS.

ALSO EXCEPT THAT RESERVATION UNTO MASON LETTEAU, F.T. HINTON AND JOHN R. MACFADEN CONSTITUTION THE BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETERY ASSOCIATION, IN DEED RECORDED MARCH 18, 1964 IN BOOK D2398 PAGE 795, OFFICIAL RECORDS, ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY ON THAT PORTION OF SAID LAND LYING NORTHERLY OF A LINE PARALLEL WITH AND 1320 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID SECTION 34.

ALSO EXCEPT FROM SAID PORTION THEREOF INTEREST OF INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN ALL OIL, AND GAS ROYALTIES AND PAYMENTS DERIVED FROM THE EXISTING OIL AND GAS LEASE ON SAID LAND, OR ANY PART THEREOF, WHICH ARE PRESENTLY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS EXCEPTED AND RESERVED BY INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN DEED RECORDED NOVEMBER 21, 1962, AS INSTRUMENT NO. 1996 IN BOOK D1829 PAGE 887, OFFICIAL RECORDS.

ALSO EXCEPT FROM ALL SAID LAND OIL, MINERAL, GAS, HYDROCARBON AND OTHER SIMILAR RIGHTS LYING BELOW THE DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND WITHOUT ANY RIGHT OF ENTRY TO THE SURFACE OR TO THAT PORTION OF THE SUBSURFACE LESS THAN 500 FEET IN DEPTH, AS QUITCLAIMED TO HOLLYWOOD PARK HOTEL CORPORATION, BY A QUITCLAIM DEED RECORDED AUGUST 12, 1977, AS INSTRUMENT NO. 77-888762, OF OFFICIAL RECORDS.

A CERTIFICATE OF CORRECTION WAS RECORDED JUNE 28, 2000 AS INSTRUMENT NO. 00-0993688, OFFICIAL RECORDS.

Assessor's Parcel No: 4025-011-025, 026, 027

Exhibit A-4: Legal Description of Residential Property

Real Property in the City of Inglewood, County of Los Angeles, State of California, described as follows:

PARCEL 1:

PARCELS A, C, AND D OF PARCEL MAP 72263, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 376 PAGES 73 THROUGH 79 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES LOCATED ON SAID PROPERTY, GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982 AS INSTRUMENT NO. 82-511580, OFFICIAL RECORDS OF SAID COUNTY.

APN'S: 4025-011-043, 4025-011-045, 4025-011-047 AND 4025-011-048 (FORMERLY PORTIONS OF APN'S 4025-011-036 AND 4025-011-037)

PARCEL 2:

THE "REMAINDER PARCEL" AS SHOWN ON PARCEL MAP 72263, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 376 PAGES 73 THROUGH 79 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, ALL MINERALS, INCLUDING BUT NOT LIMITED TO HYDRO CARBONACEOUS SUBSTANCES, RESERVED UNTO TIDEWATER ASSOCIATED OIL COMPANY, ITS SUCCESSORS AND ASSIGNS IN DEED RECORDED FEBRUARY 25, 1947 IN BOOK 24243 PAGE 423, OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE THE SAME; PROVIDED, HOWEVER, AND GRANTOR SO COVENANTS, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, EXCEPT BY PERMISSION OF GRANTEE, ITS SUCCESSORS OR ASSIGNS, WILL NEVER ENTER UPON THE SURFACE OF SAID LANDS FOR THE PURPOSE OF MINING, EXTRACTING, REMOVING, OR RECOVERING SAID MINERALS, IT BEING EXPRESSLY COVENANTED AND AGREED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE SAID MINERALS BY MEANS OF DIRECTIONAL OR SUBSURFACE DRILLING OR ANY OTHER RECOVERY METHOD, WHETHER SIMILAR OR DISSIMILAR, SO LONG AS THE SURFACE OF SAID LANDS IS NOT OCCUPIED OR USED, OR ITS SUPPORT MATERIALLY IMPAIRED, BEING THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, DISTANT THEREON SOUTH 89 DEGREES 59'12" EAST 1322.40 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION, SOUTH 0 DEGREES 2'22" EAST 2590.40 FEET TO THE NORTHERLY LINE OF CENTURY BOULEY ARD, 100 FEET WIDE.

ALSO EXCEPTING THEREFROM, ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES LOCATED ON SAID PROPERTY, GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982 AS INSTRUMENT NO. 82-511580, OFFICIAL RECORDS OF SAID COUNTY.

APN: 4025-011-049 (FORMERLY PORTION OF APN 4025-011-037)

Exhibit A-5: Legal Description of Retail Property

Real Property in the City of Inglewood, County of Los Angeles, State of California, described as follows:

PARCEL B OF PARCEL MAP 72263, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 376 PAGES 73 THROUGH 79 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES LOCATED ON SAID PROPERTY, GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982 AS INSTRUMENT NO. 82-511580, OFFICIAL RECORDS OF SAID COUNTY.

APN'S: 4025-011-044, 4025-011-046 (FORMERLY PORTIONS OF APN'S 4025-011-036 AND 4025-011-037)

Exhibit B: Summary of Applicable Fees and Taxes

1. Public Art Fee (Inglewood Municipal Code ("IMC") § 11-141).
2. Parking Tax (IMC § 9-19).
3. Admissions Tax (IMC §9-6).
4. Gross Receipts Tax (IMC § 8-23).
5. Transit Occupancy Tax (IMC § 9-56).
6. Utility Users Tax (IMC § 9-69).
7. Card Club Fees (IMC § 8-105).
8. Sewer Service Fees (IMC § 10-155).
9. Sewer Connection Fee (IMC § 10-91).
10. Parkland Dedication and Fees (Quimby Act) (IMC § 12-105.7).
11. New Dwelling Unit Construction Tax (IMC § 9-108).
12. Nonresidential Construction Tax (IMC § 9-123).
13. Real Property Transfer Tax (IMC § 9-42).

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Exhibit C

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EXHIBIT C

HOLLYWOOD PARK - SCHEDULE OF PUBLIC IMPROVEMENTS

Phase A, Casino Renovation, Parking Structure, Parking Lot and Access Road (Public Infrastructure)

- Relocate the 90" diameter approximately 2,850' long L.A. County MTD 1805 storm drain from Doty to the north Hollywood Park property boundary. Install interim Hollywood Park storm drain and Casino roof drain connection.
- Install approximately 750' of 66" diameter L.A. County MTD 1823 storm drain from Yukon across the new Casino access road. Install interim Hollywood Park storm drain bypass connection.
- Install approximately 1,050' of 24" City of Inglewood storm drain from Doty to Yukon.
- Install approximately 970' of 48" City of Inglewood Storm drain from Doty into the HP Property. Connect to existing Casino roof drains.
- Install approximately 3,100' of 8" - 12" sewer under the new Casino Access Road and in the Hollywood Park parking lot. Install an interim bypass connection for the existing L.A. County sewer main.
- Install a new City water main and fire hydrants from Yukon along Century Blvd to Doty. Install a new City water main in the Casino Access Road to connect to the existing water system.
- Install a new telephone main from Prairie/97th to Doty/Century. Install new electric, telephone and natural gas services from Century Blvd. to the Casino.
- Install a new driveway in Century Blvd for the Casino Access Road.

Phase 1:

- Relocate the 12" L.A. County Sewer Main that crosses from north to south across the Hollywood Park Property. Install approximately 940' of new 15" sewer west along Arbor Vitae and south along Osage Ave. Abandon the existing 12" sewer.
- Complete L.A. County MTD 1823 Storm Drain to accept all storm water flows from off site and to pass them through the property.
- Make new wet and dry utility connections in Century Blvd. and Prairie Ave. and extend them into the Project Boundary.
- Widen, install medians and restripe Century Blvd. and Prairie Ave. along the Hollywood Park Property frontage to provide a dedicated right turn only lane. Relocate storm drain catch basins as necessary. Relocate street lights. Adjust existing valves, utility boxes etc. to new grade. Install new sidewalk. Relocate bus shelters, benches and trash receptacles. Widen and restripe eastbound Hardy Street approach to provide a dedicated left turn lane. Relocate existing utilities, street lights and street signs as necessary.
- Restripe eastbound Arbor Vitae approach to provide a dedicated left turn lane.

- Modify traffic signal improvements at Arbor Vitae/Prairie, Hardy/Prairie, Prairie/Century, Doty/Century and Yukon/Century. Add traffic signal improvements at 97th/Prairie, and the new casino entrance/Century.
- Widen west side of Crenshaw Blvd. north of Century.
- Upgrade 7 intersections with ITS traffic signal improvements per the EIR including Crenshaw/Century, Prairie/Century, Doty/Century, Yukon/Century, Club Drive/Century, 11th Ave/Century and Van Ness/Century.
- Install new recycled water irrigation systems, street trees, and ground cover in the Century and Prairie parkway along the project frontage.
- Within the phase 1 project boundary backbone wet and dry utilities, street improvements, street lights, street trees and landscaping will be installed.
- Complete lower portion of Lake Park including the waterfall.

Phase 2:

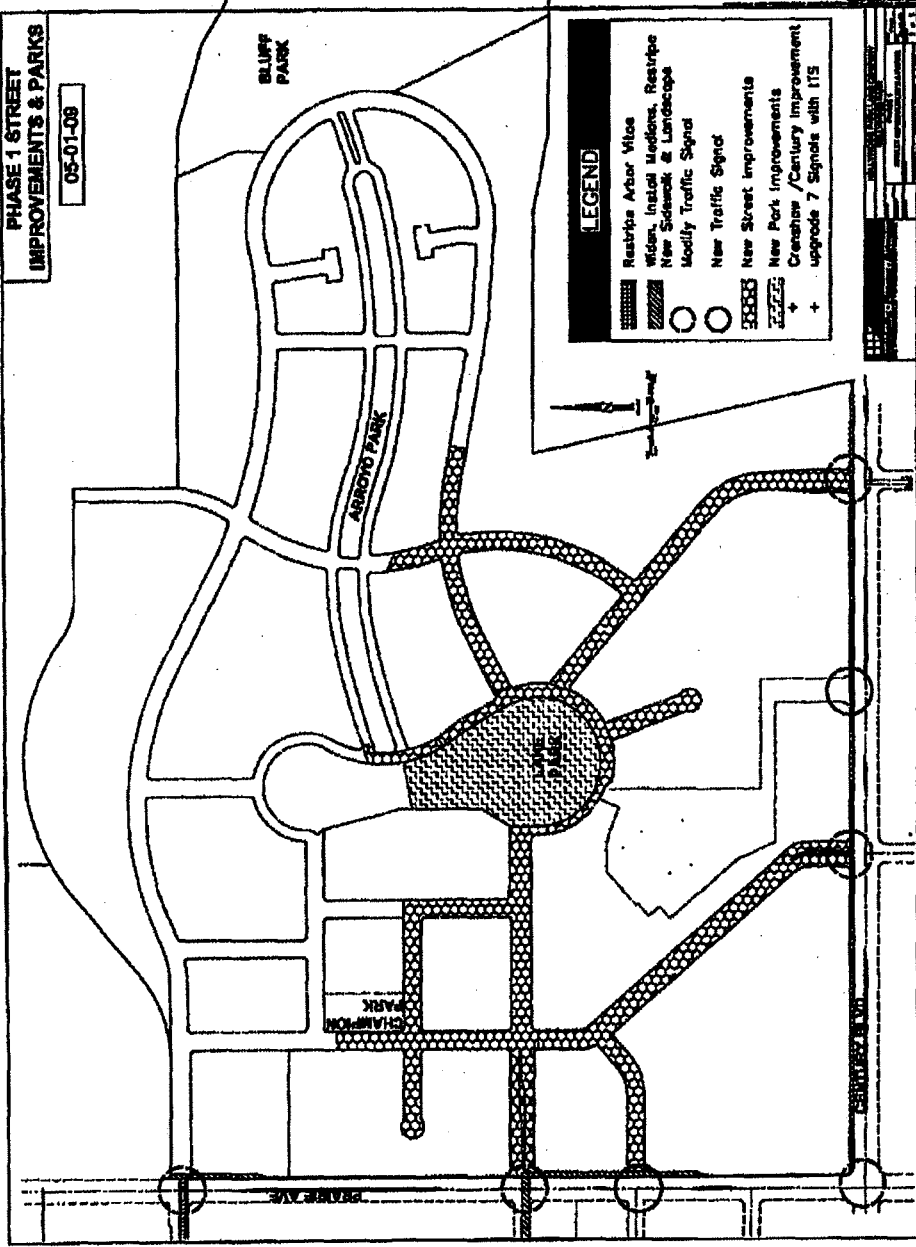
- Within the phase 2 project boundary backbone wet and dry utilities, street improvements, street lights, street trees and landscaping will be installed. This includes all roads and utilities surrounding the Civic Site.
- Complete upper portion of Lake Park, Champion Park and Arroyo Park.
- Upgrade 9 intersections with ITS traffic signal improvements per the EIR including La Brea/Centinelas, La Brea/Florence, Prairie/Florence, Crenshaw/Manchester, Centinelas/Florence, Crenshaw/Imperial, La Brea/Hyde Park, Market/Florence and Centinelas/Hyde Park.

Phase 3:

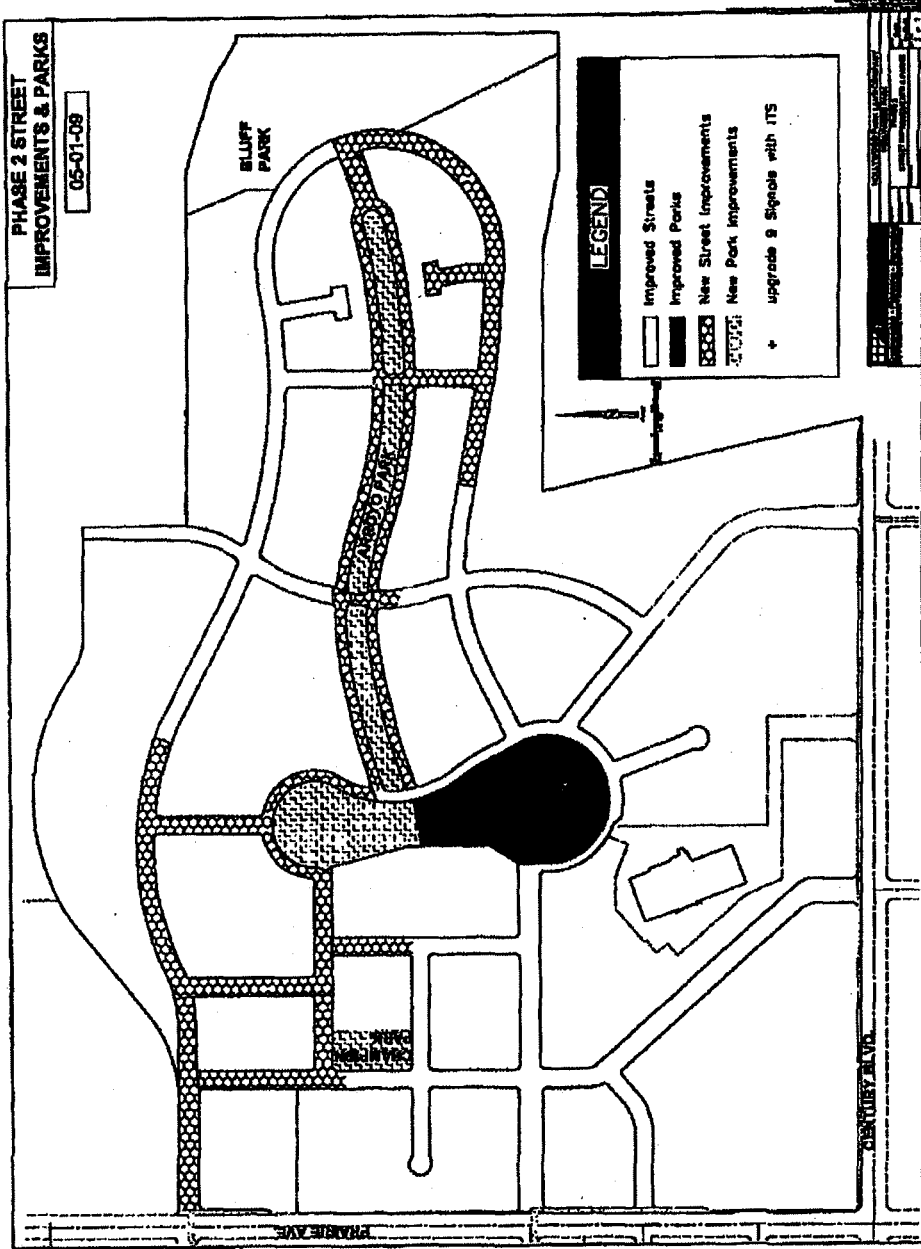
- Within the phase 3 project boundary backbone wet and dry utilities, street improvements, street lights, street trees and landscaping will be installed. This includes the access road from Fincay to the northern Property boundary.
- Complete Bluff Park.
- Modify traffic signal improvements at Carlton Dr. / Fincay Drive.
- Upgrade 3 intersections with ITS traffic signal improvements per the EIR including La Brea/Century, I-405 Northbound Ramps/Century, Inglewood Ave./Century.

PHASE 1 STREET IMPROVEMENTS & PARKS

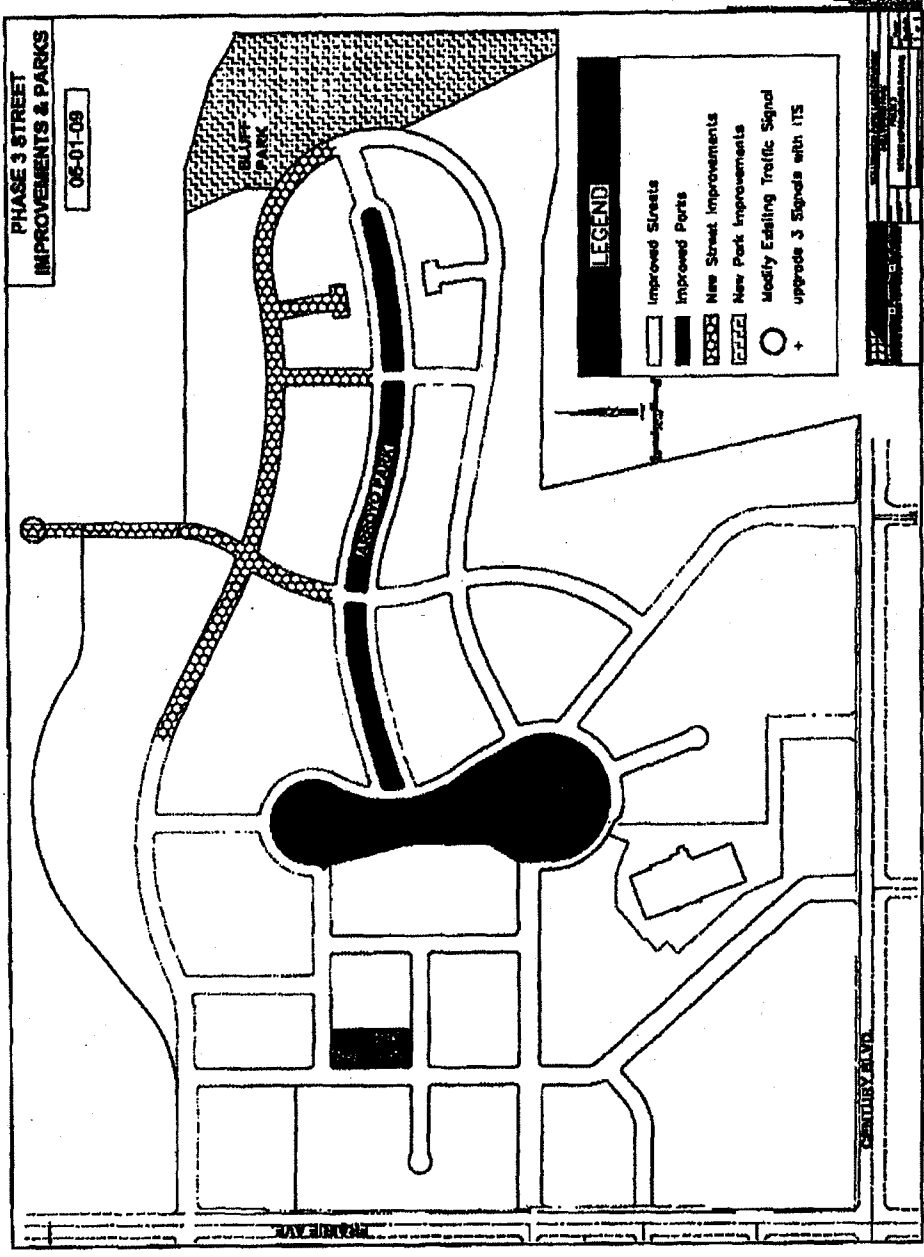
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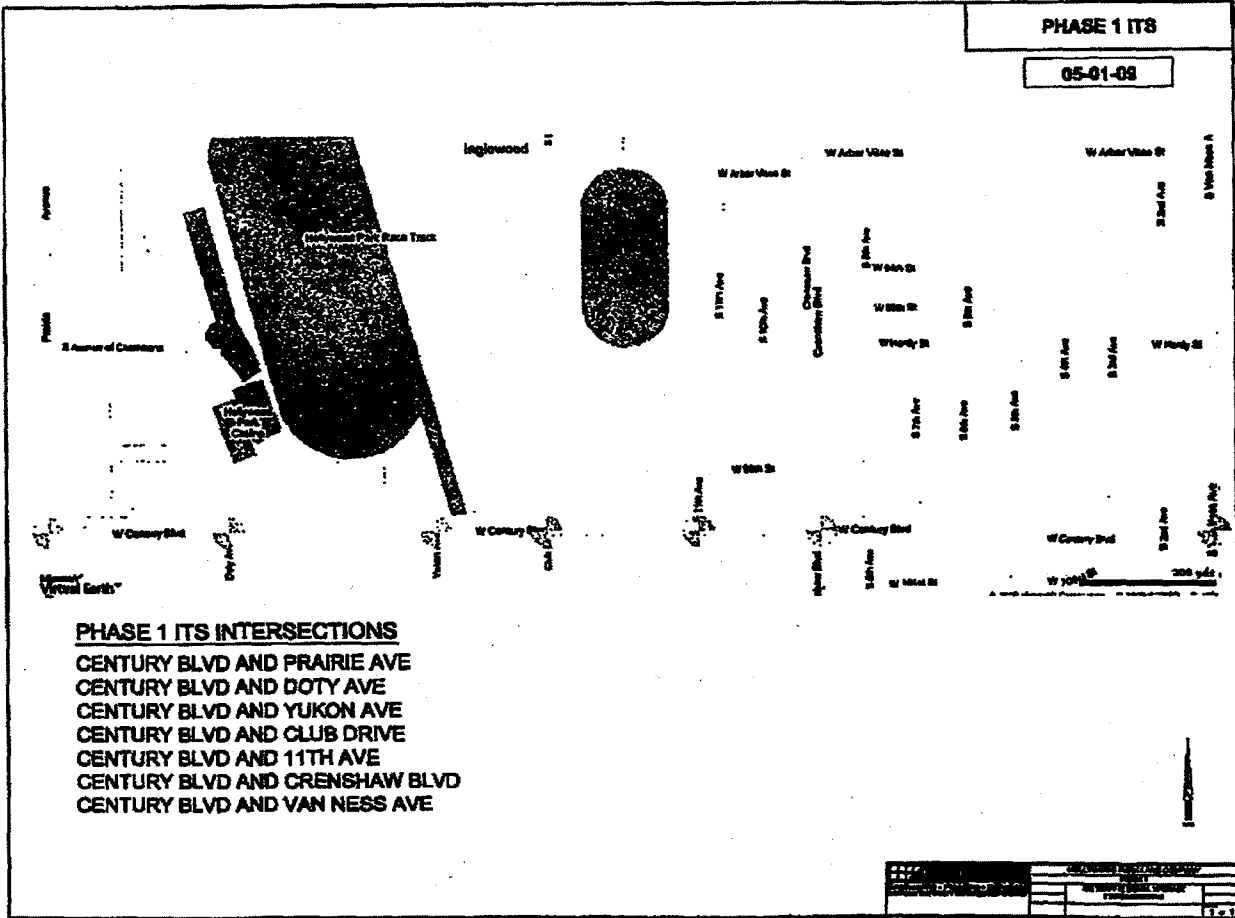
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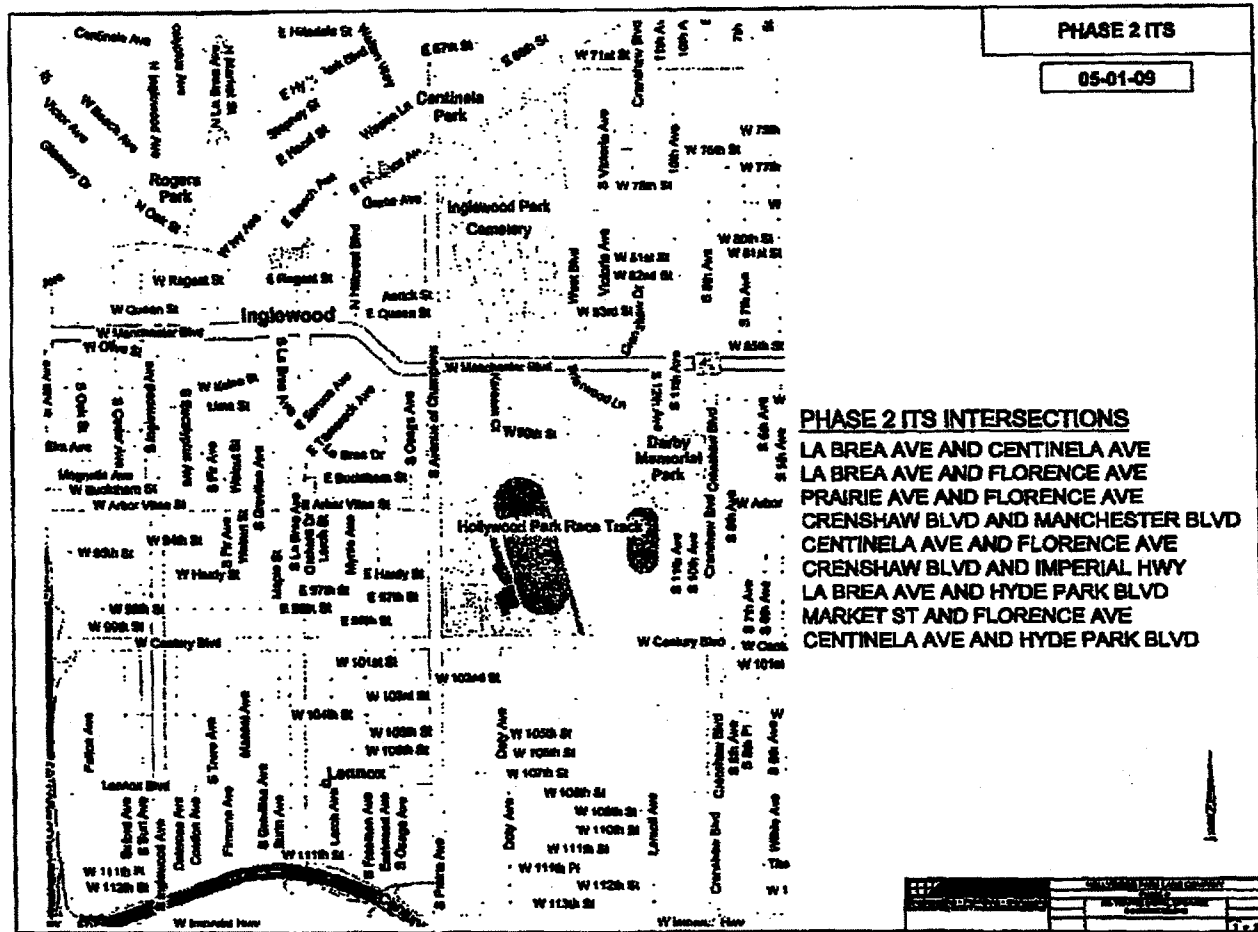
PHASE 1 ITS

05-01-09



PHASE 1 ITS INTERSECTIONS
CENTURY BLVD AND PRAIRIE AVE
CENTURY BLVD AND DOTY AVE
CENTURY BLVD AND YUKON AVE
CENTURY BLVD AND CLUB DRIVE
CENTURY BLVD AND 11TH AVE
CENTURY BLVD AND CRENSHAW BLVD
CENTURY BLVD AND VAN NESS AVE

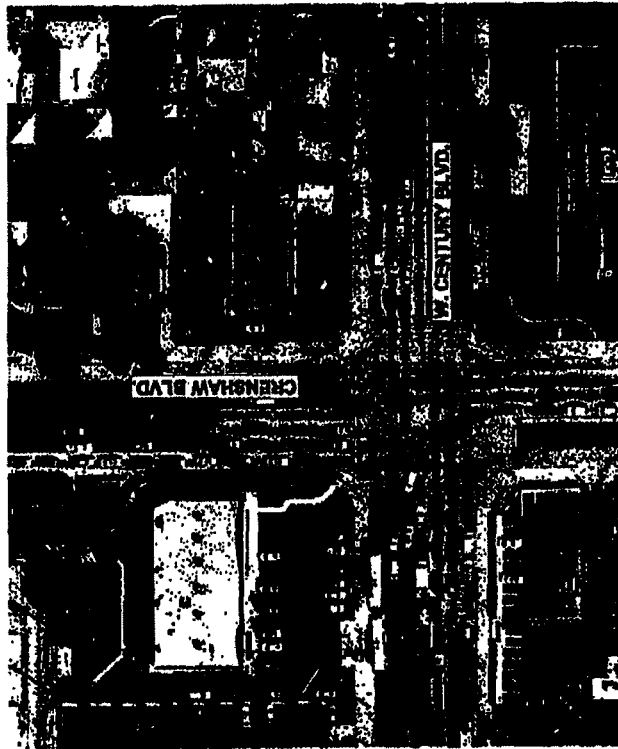
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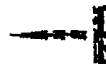
PHASE 1
STREET WIDENING

05-01-00



LEGEND

STREET WIDENING

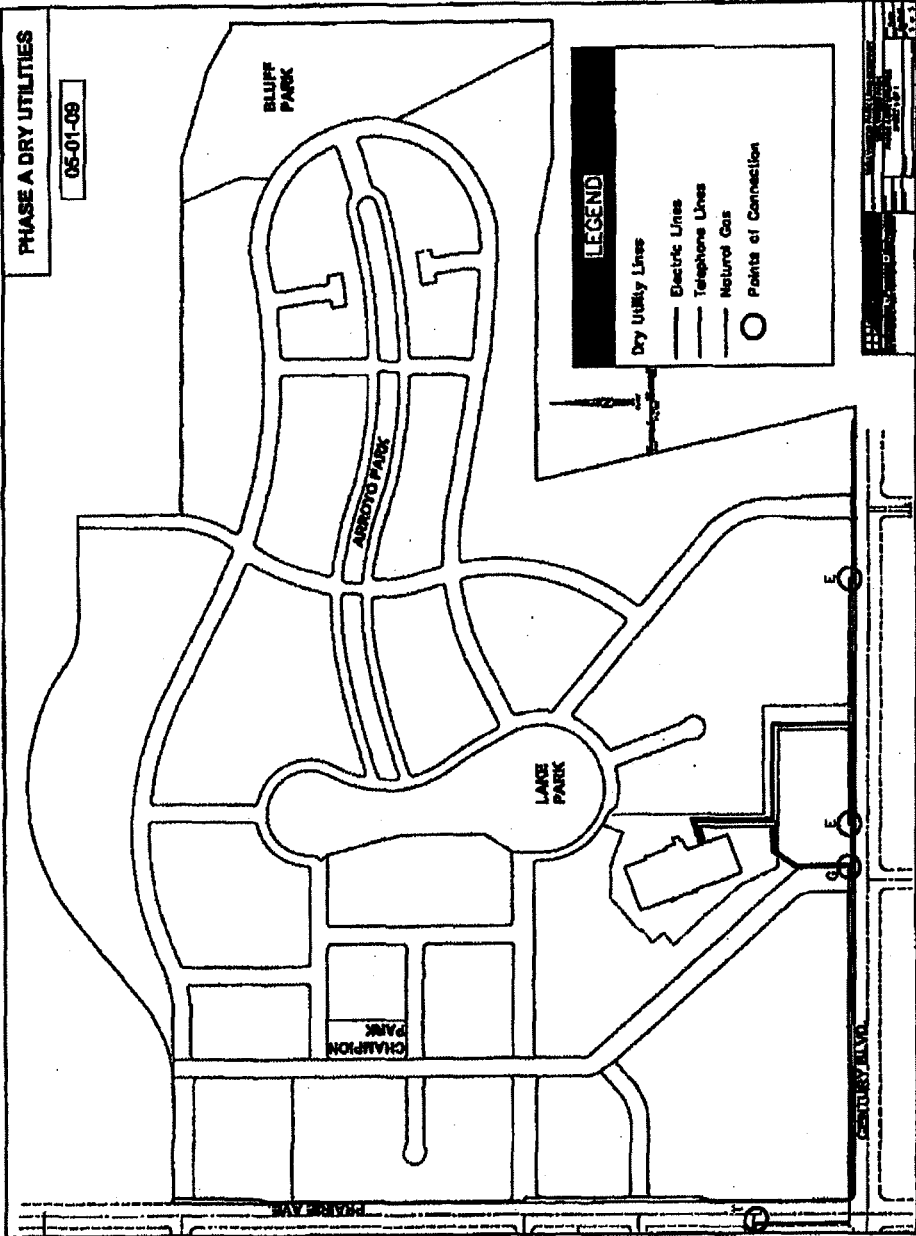


DATE	05-01-00
PROJECT	PHASE 1 STREET WIDENING
DRAWN BY	
CHECKED BY	
APPROVED BY	

57

PHASE A DRY UTILITIES

05-01-09



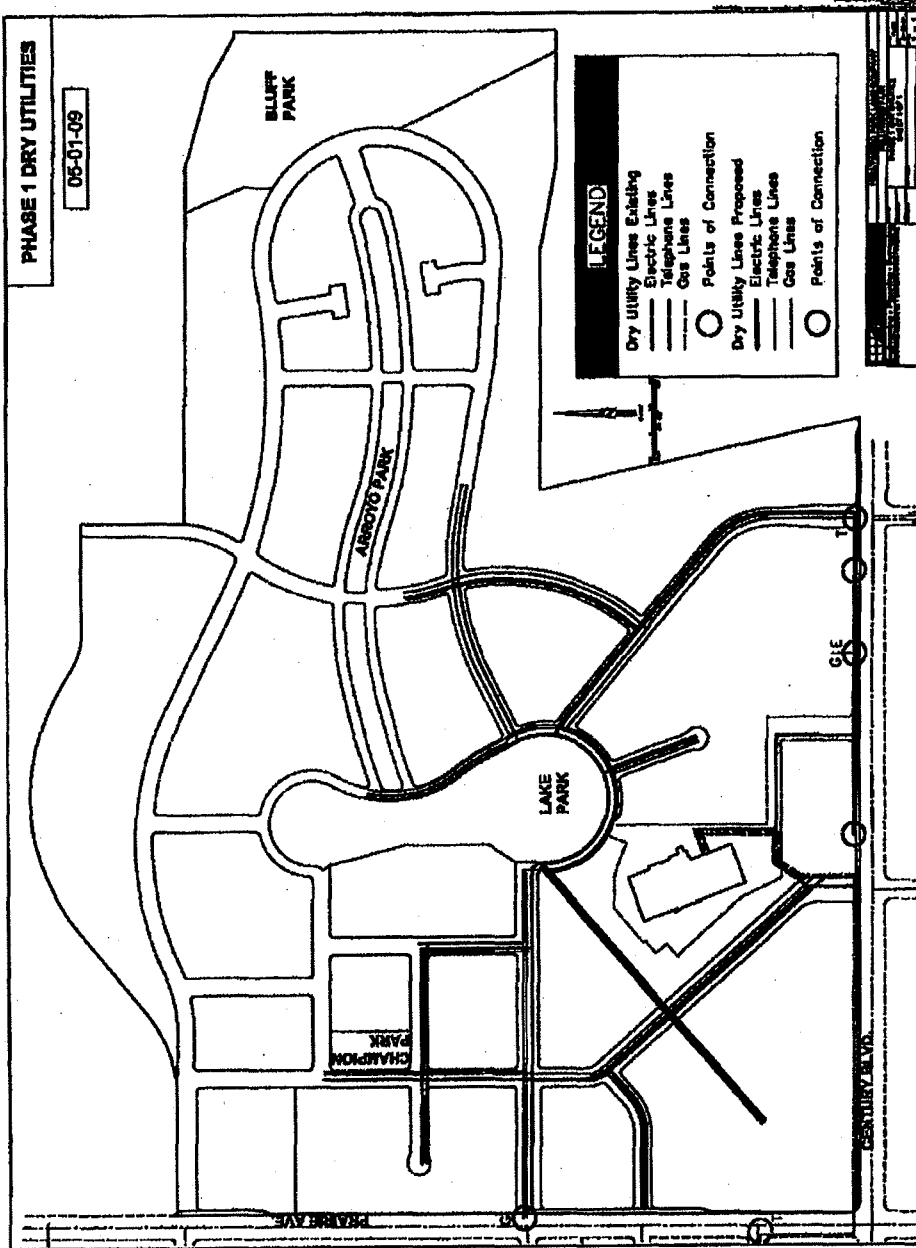
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- Dry Utility Lines
- Electric Lines
- Telephone Lines
- Natural Gas
- Points of Connection

58

PHASE 1 DRY UTILITIES

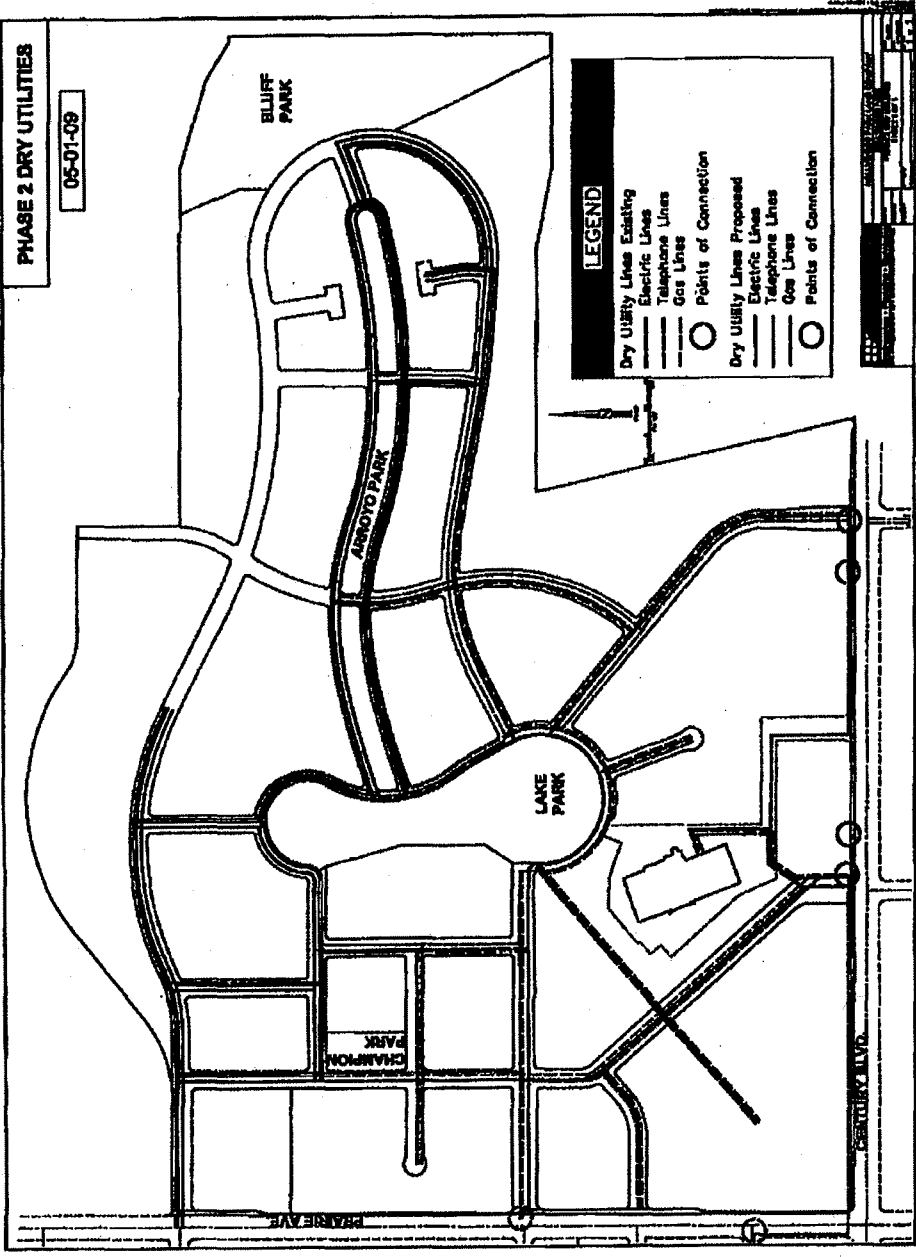
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PHASE 2 DRY UTILITIES

05-01-09



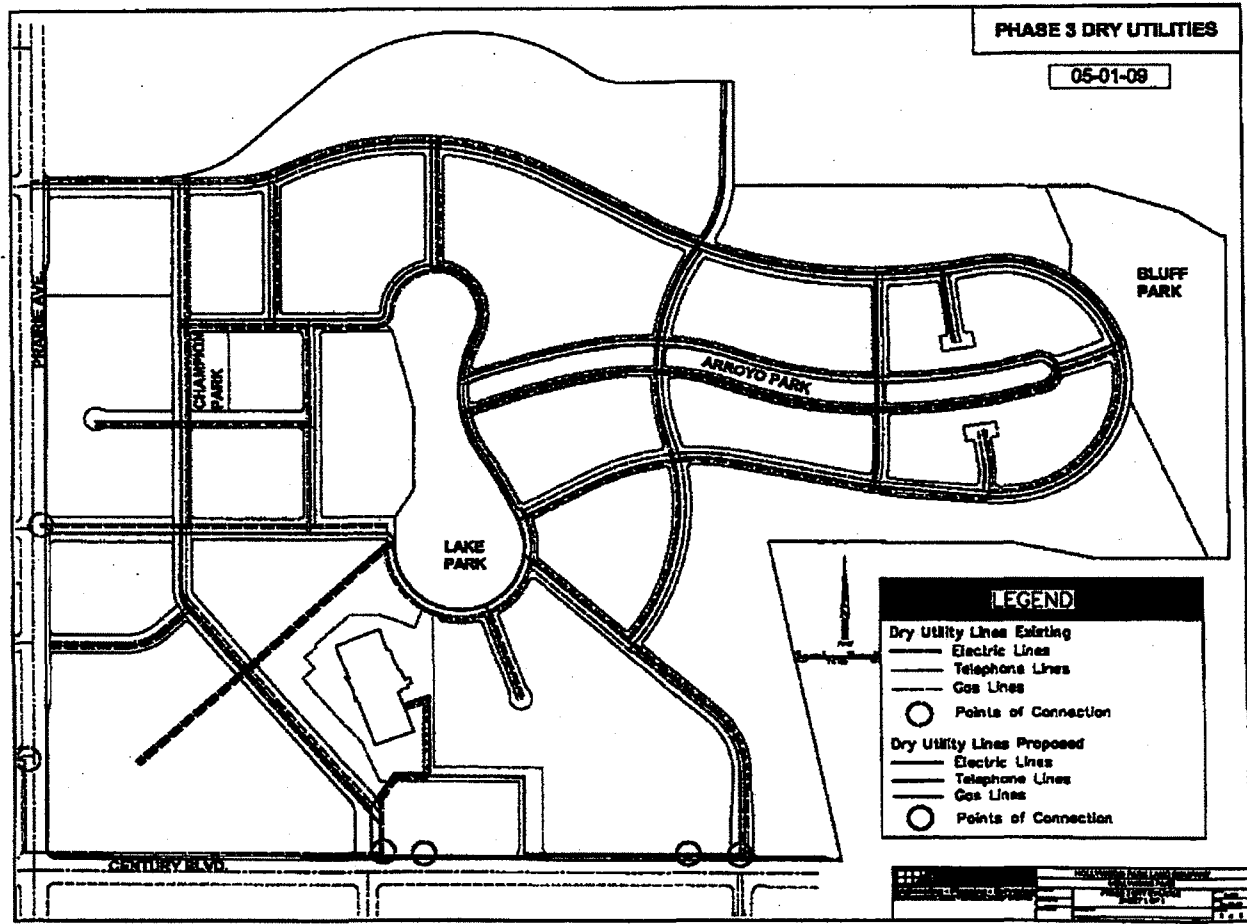
LEGEND

- Dry Utility Lines Existing
- Electric Lines
- Telephone Lines
- Gas Lines
- Points of Connection
- Dry Utility Lines Proposed
- Electric Lines
- Telephone Lines
- Gas Lines
- Points of Connection

60

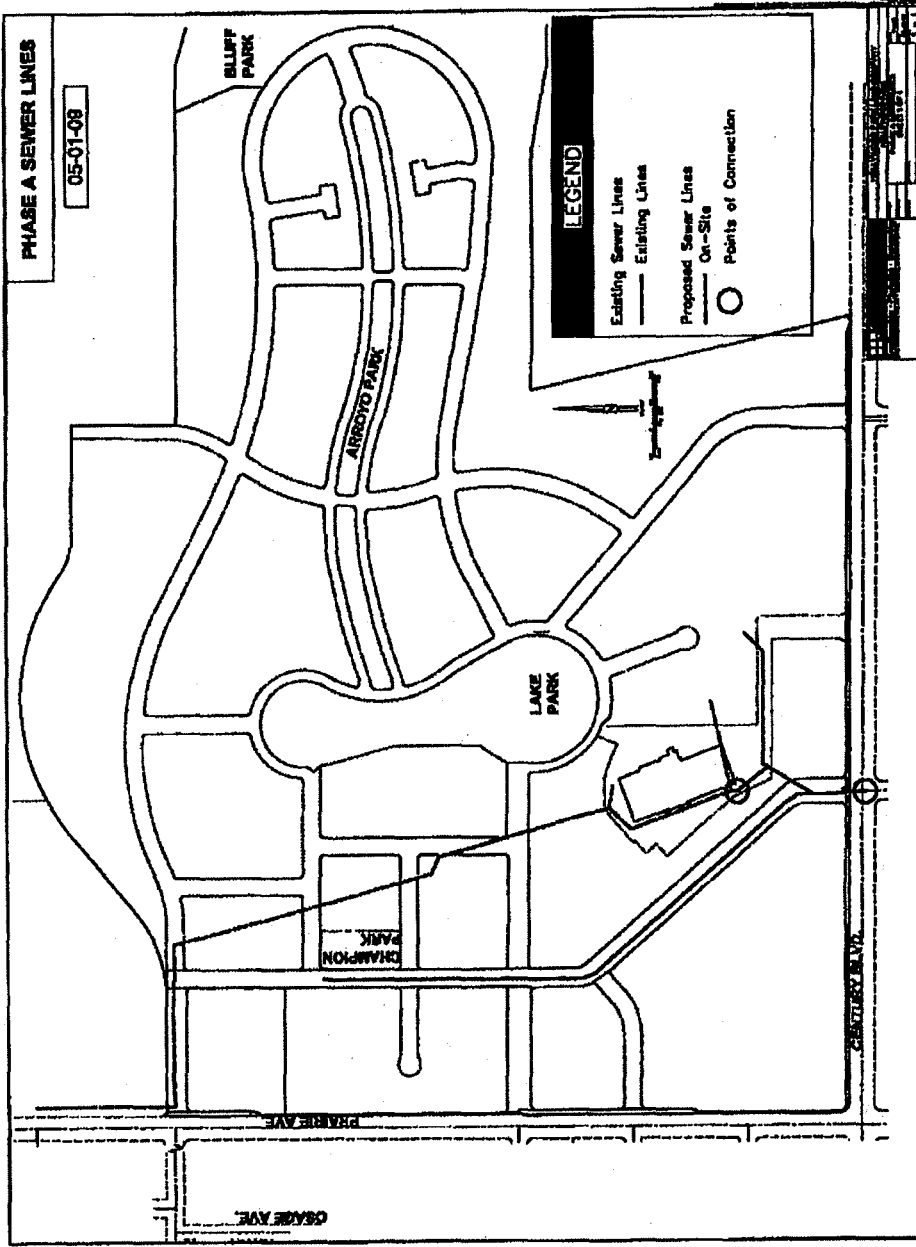
PHASE 3 DRY UTILITIES

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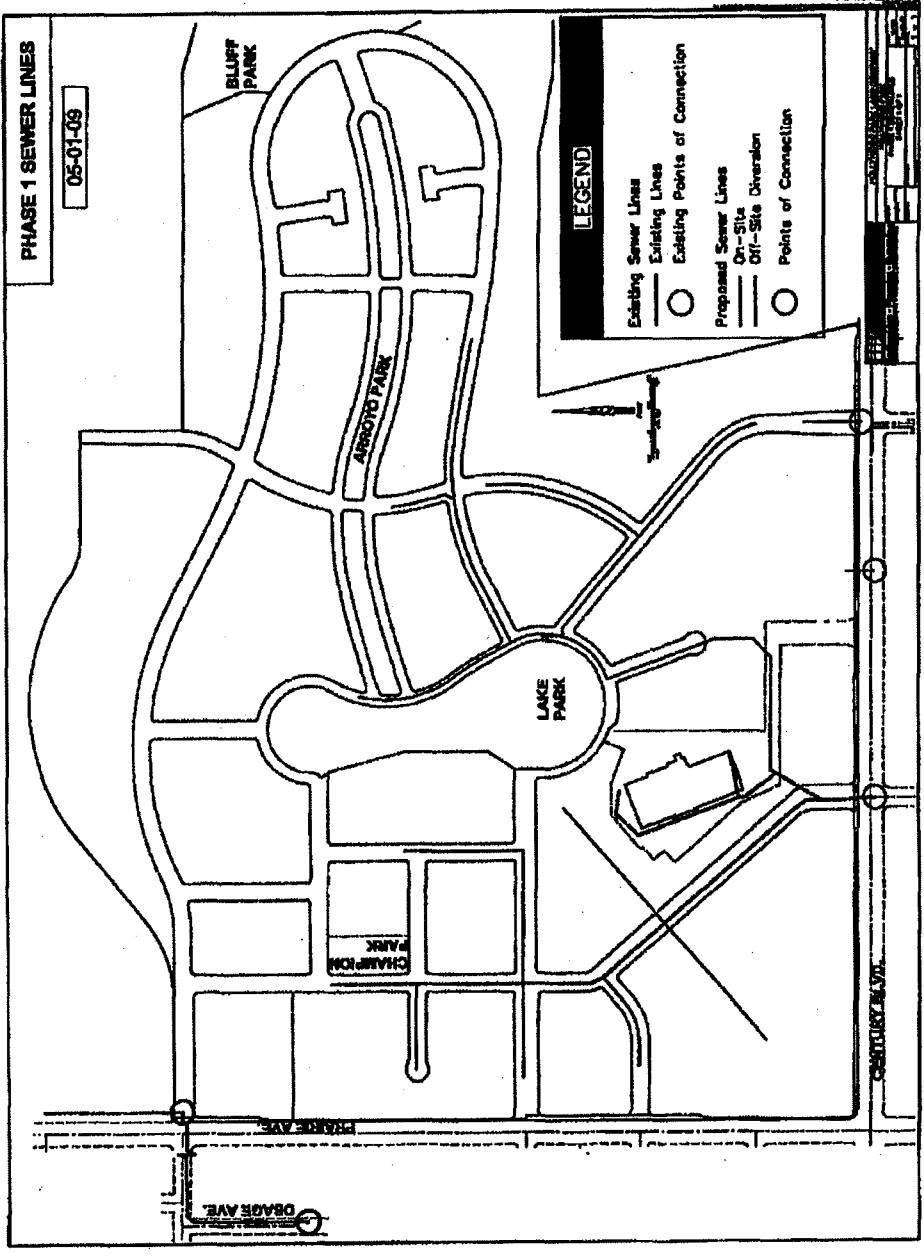


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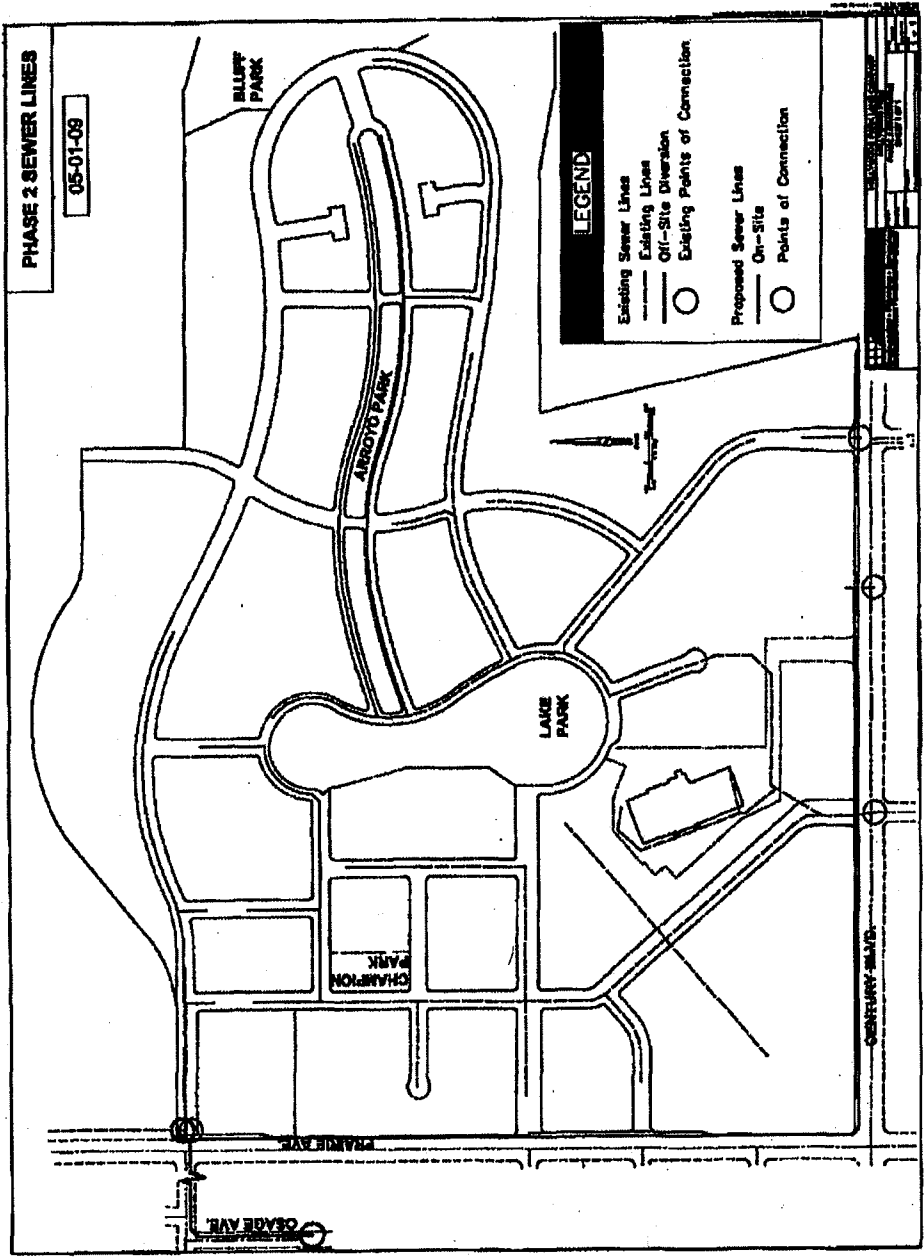
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PHASE 2 SEWER LINES

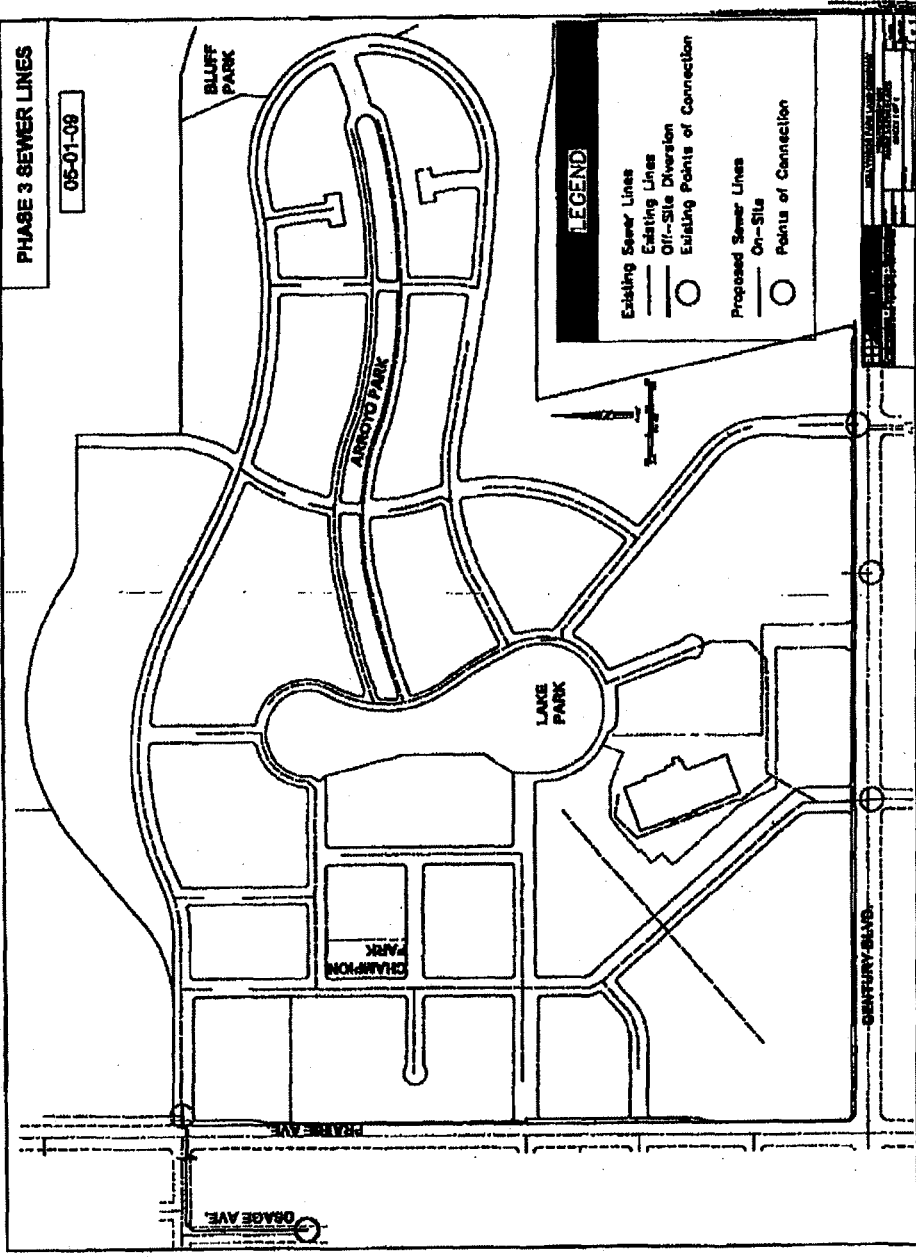
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LEGEND

- Existing Sewer Lines
- Existing Lines
- Off-Site Diversion
- Existing Points of Connection
- Proposed Sewer Lines
- On-Site
- Points of Connection

PHASE 3 SEWER LINES

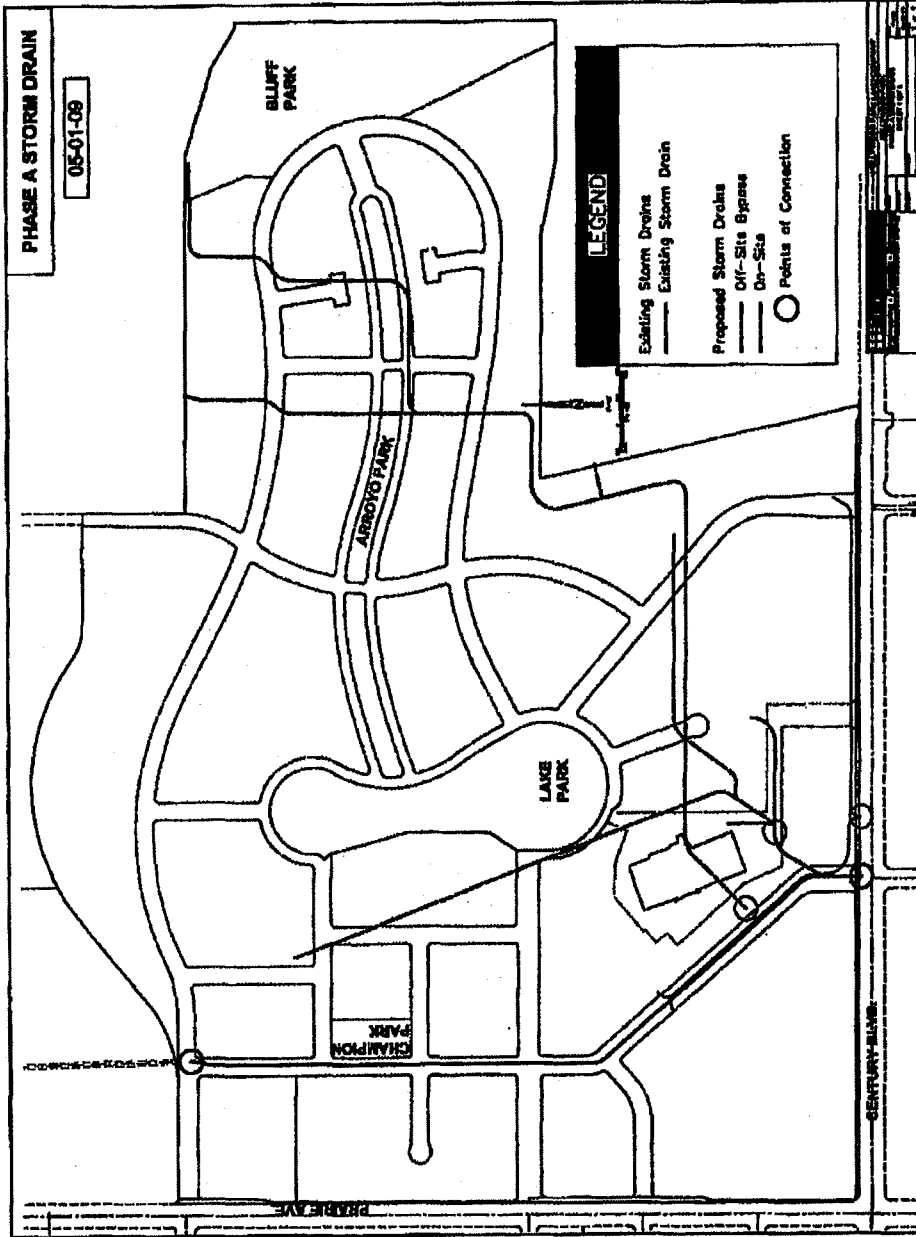
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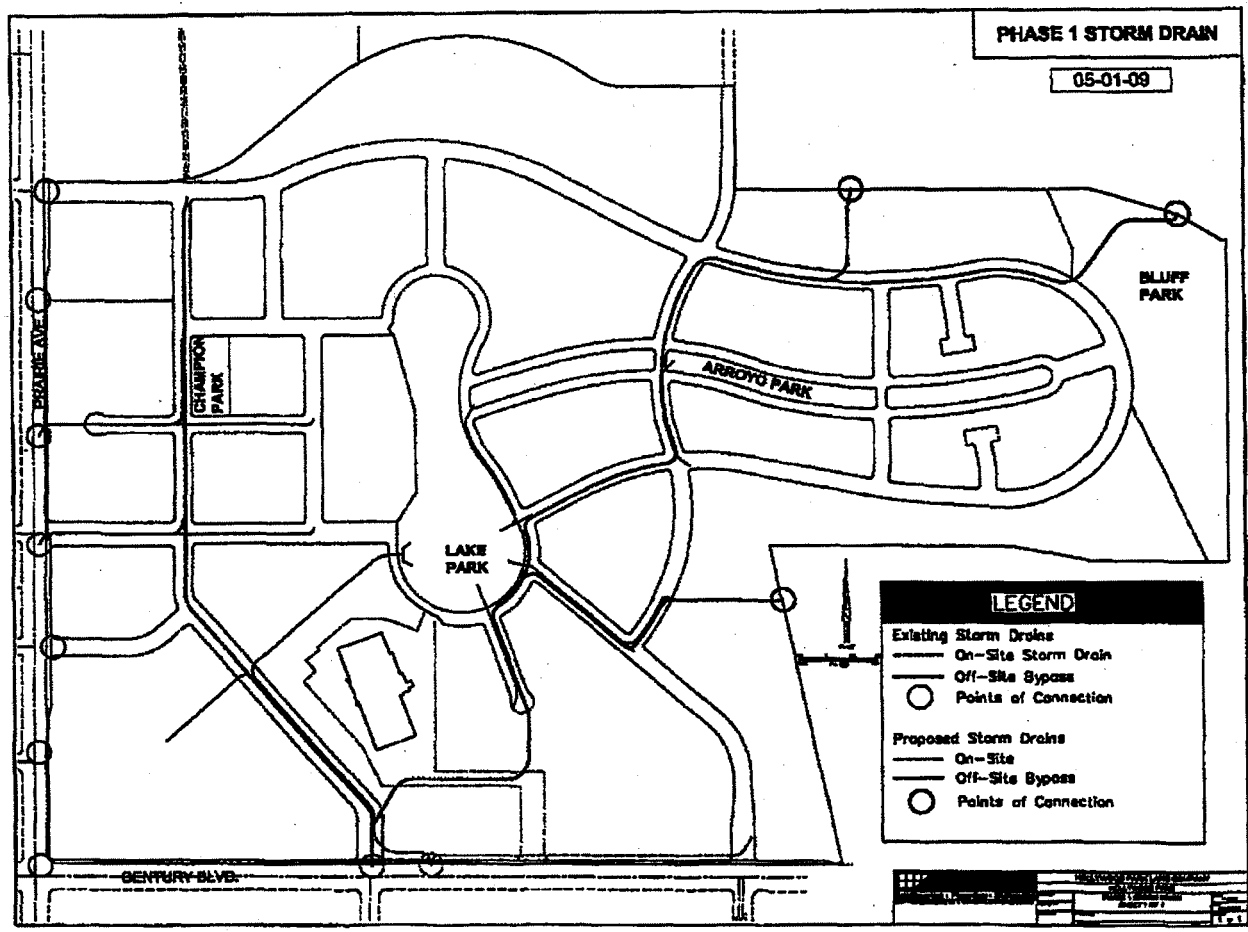
LEGEND

- Existing Sewer Lines
- Existing Lines
- Off-Site Diversion
- Existing Points of Connection
- Proposed Sewer Lines
- On-Site
- Points of Connection

68



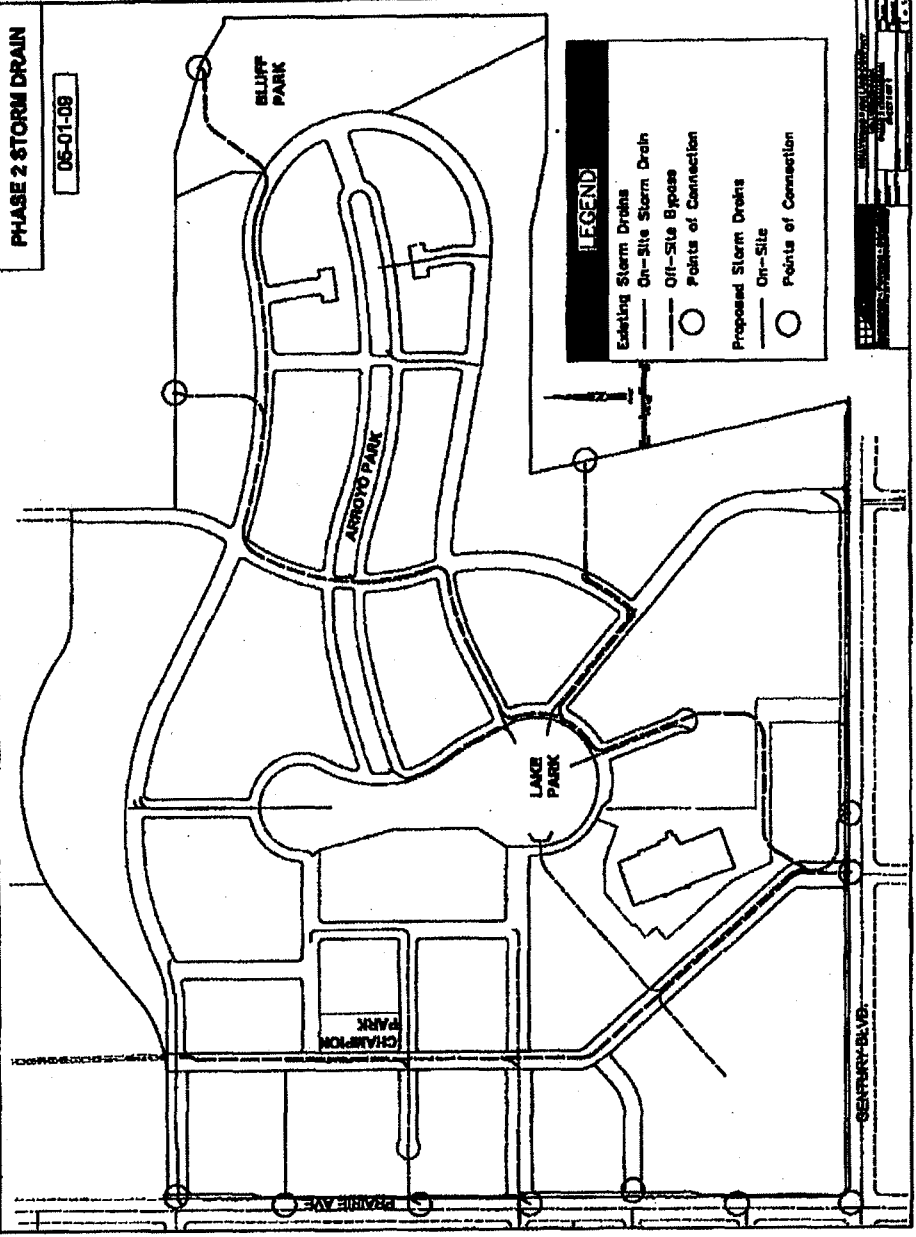
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6

PHASE 2 STORM DRAIN

06-01-09

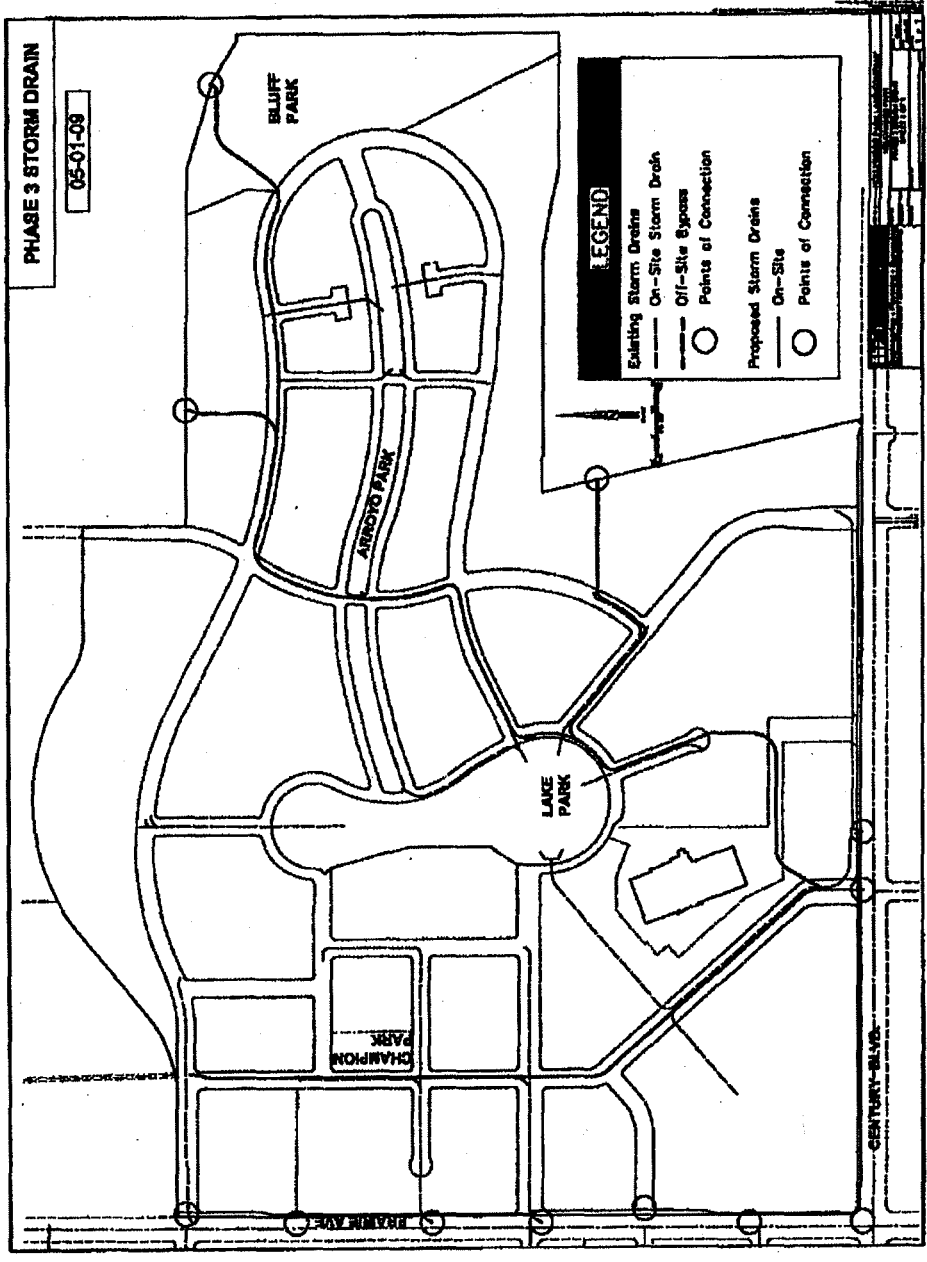


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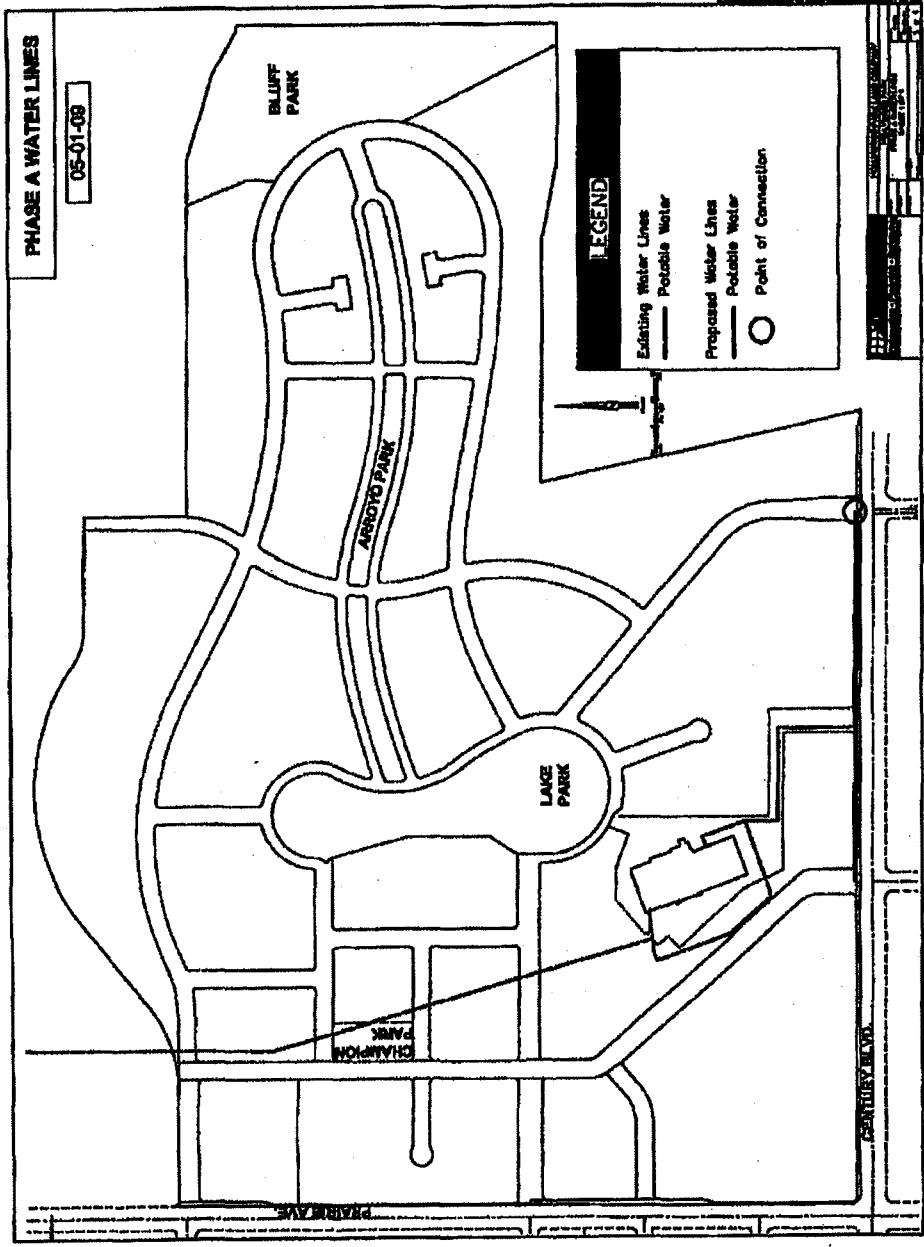
- Existing Storm Drains
- On-Site Storm Drain
- Off-Site Bypass
- Points of Connection
- Proposed Storm Drains
- On-Site
- Points of Connection

62

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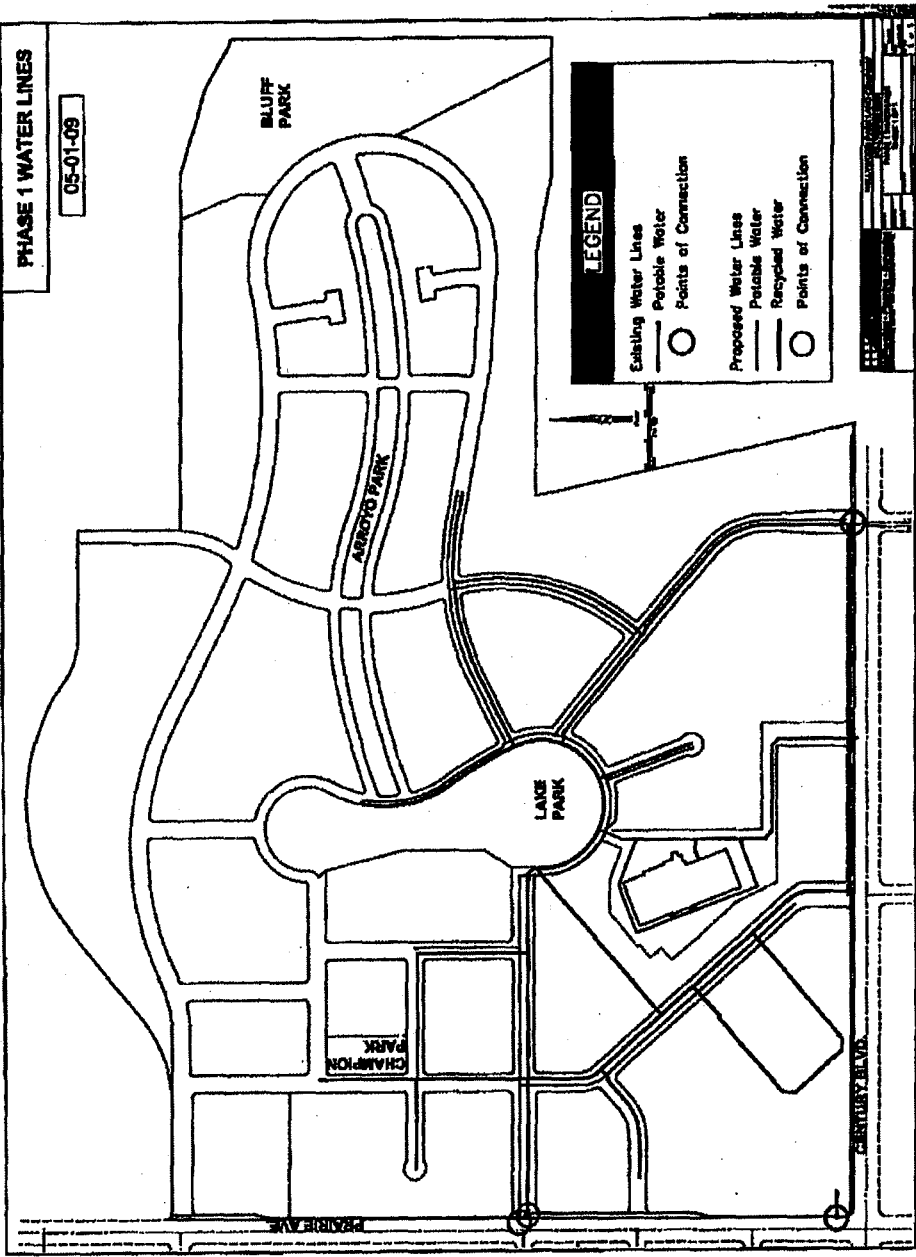


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PHASE 1 WATER LINES

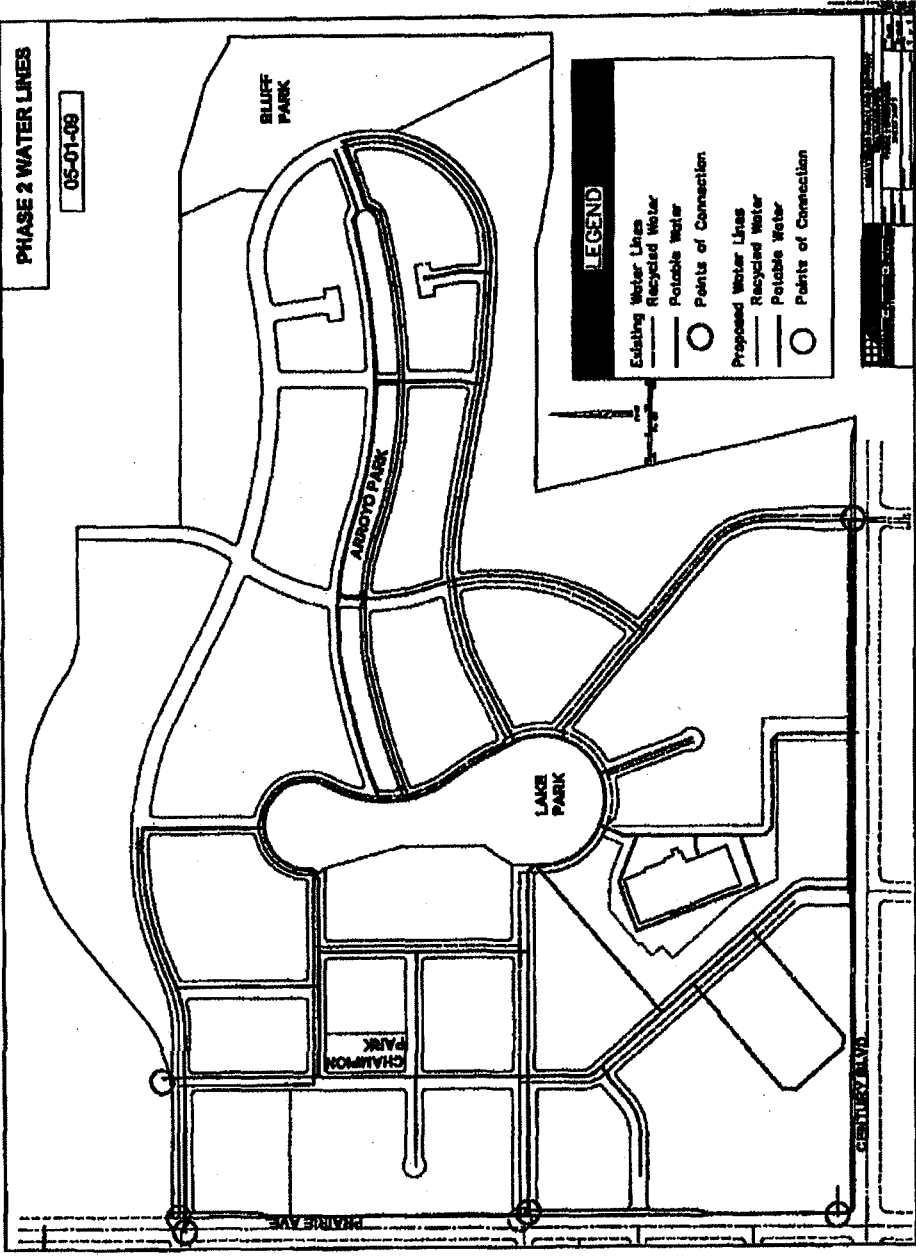
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PHASE 2 WATER LINES

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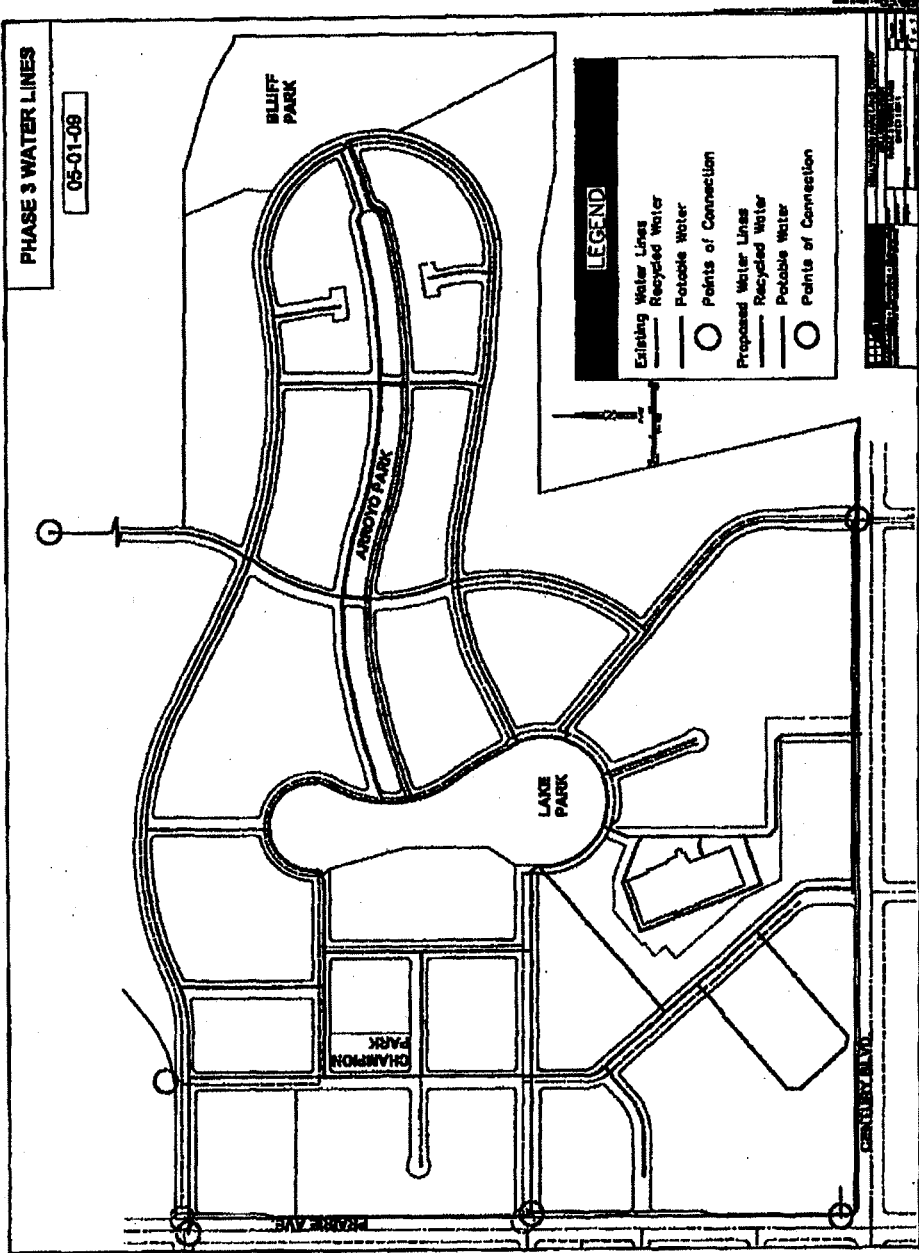


Exhibit C-1 - Hollywood Park - Schedule of Public Improvements for the Stadium Alternative Project

Improve the northern side of Century Boulevard along the Hollywood Park Property frontage, including:

- Installation of new wet utilities including storm drain, sanitary sewer main, domestic water main, pressure reducing station and fire hydrants.
- Dedicate land for additional public right-of-way. Widen and restripe Century Blvd. to provide a dedicated right turn only lane.
- Install new street lights, sidewalks and street trees.
- Install driveways, traffic signal improvements, and utility connections to support the development of the Hollywood Park site, including at the casino and adjacent development sites along Century.

Improve the eastern side of Prairie Avenue along the Hollywood Park Property frontage including:

- Installation of new fire hydrants on the east side of the street.
- Dedicate land for additional public right-of-way. Widen at specific locations, install medians, and restripe Prairie Avenue to provide dedicated right turn only lanes.
- Install new street lights, sidewalk, street trees and landscaped medians and parkways.
- Install driveways, traffic signal improvements, and utility connections to support the development of the Hollywood Park site.

At Developer's election either provide funding to the City of Inglewood Public Works Department or construct facilities to upgrade 19 intersections with Intelligent Transportation System (ITS) improvements per the EIR. In addition provide either funding or improvements for six additional intersections per the Stadium Alternative Mitigation Measures.

Widen the sidewalk on the southern side of Pincay Drive along the Hollywood Park Property frontage.

Install new traffic signals along the Project boundaries at the locations shown on Specific Plan Exhibit 6-2.

If permitted by the City, install traffic improvements at the following intersections:

- Prairie/Manchester: Widen Prairie to provide a second northbound left-turn lane.
- Prairie/Century: Widen Century to provide a second left-turn lane in eastbound and westbound directions.
- Kareem Court/Manchester: Modify Kareem Court striping to provide a center optional left-turn/right-turn lane.
- Doty/Century: Widen Century to provide a second eastbound left-turn lane.
- Yukon/Century: Modify Yukon striping to provide a center optional left-turn/right-turn lane.
- Crenshaw/Century: Widen Century to provide an eastbound right-turn lane and widen Crenshaw to provide a southbound right-turn lane.

Install street improvements, signage and striping for a right turn pocket at the northwest corner of Century Blvd. and Crenshaw Boulevard per City Street Plan ST-4702 Sheets 1 -3 approved 01/19/12.

Install in-tract public street improvements including street lights, sidewalks, street trees, landscaped medians and landscaped parkways generally in the alignments shown on Specific Plan Exhibit 6-2.

Relocate the Los Angeles County Sanitation District No. 5 sewer that crosses the Hollywood Park Property from Arbor Vitae Street to Doty Avenue. Install a new 15" sanitary sewer west along Arbor Vitae and south along Osage Ave to a new point of connection.

Install a new offsite sanitary sewer along Hardy Street west of Prairie Avenue and connect to the Osage trunk line.

Install new in-tract City of Inglewood Sanitary Sewers in public right-of-way generally in the alignments shown on Specific Plan Exhibit 6-2 and in utility easements to support the Stadium and adjacent development.

Relocate the portions of the Los Angeles County Department of Public Works MTD 1805 and 1823 Storm Drains, otherwise known as Offsite Bypass Storm Drains, that conflict with the alignments shown on Specific Plan Exhibit 6-2.

Install new City of Inglewood onsite storm drains in public right-of-way generally in the alignments shown on Specific Plan Exhibit 6-2 and in utility easements to support the Stadium, Lake, and adjacent development.

Install new City of Inglewood onsite potable water mains in public right-of-way generally in the alignments shown on Specific Plan Exhibit 6-2 and in utility easements to support the Stadium and adjacent development.

Install new West Basin Municipal Water District onsite recycled water mains in public right-of-way generally in the alignments shown on Specific Plan Exhibit 6-2 and in utility easements to support the Stadium and adjacent development.

Install onsite electric, telephone, natural gas and cable television utilities in public right-of-way generally in the alignments shown on Specific Plan Exhibit 6-2 and in utility easements to support the Stadium and adjacent development.

Construct Champion Plaza, Lake Park, Arroyo Park and Bluff Park (Public Portion) per the requirements of the Hollywood Park Specific Plan Stadium Alternative and Development Agreement Exhibit G.

For purposes of calculating the amount of reimbursement for a particular work of Public Improvement, the reimbursable amount shall include the aggregate amount of all costs incurred by Landowner in connection with the planning, design, development, entitlement and construction of such Public Improvement, including, without limitation, hard costs and soft costs, direct and indirect costs, and construction financing costs (including, without limitation, fees, costs, and interest), and equity procurement costs

(including without limitation fees and costs).

Other improvements or facilities of a public nature required to be implemented by Landowner in accordance with the Project Approvals.

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Exhibit D

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Exhibit E

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Exhibit E

CFD PARAMETERS

To the maximum extent permitted by law, the CFD structure, Rate and Method of Apportionment of Special Taxes ("RMA") and Bonds of each Improvement Area established by City following Developer's submittal of a petition shall be based upon and conform to the parameters set forth below.

A. CFD Structure

- One or more CFDs, two or more Improvement Areas within a single CFD, or two or more tax zones within each Improvement Area shall be established encompassing the Property.
- Each Improvement Area shall be authorized to finance all of the Public Facilities, irrespective of the geographical location of the Public Facilities or the phase in which the Public Facilities are constructed.
- Each CFD or Improvement Area will be subject to its own RMA and authorized indebtedness.
- The City may approve one or more JCFA's with other political entities to allow the CFD or any Improvement Area to finance facilities owned by Local Agencies other than the City.

B. Rate and Method of Apportionment of Special Taxes

- Each RMA shall recognize at least two classifications of taxable property: developed property and undeveloped property; and it shall provide that the amount of special tax revenues required to be raised in any year shall be raised first by a levy of the special tax on developed property at the maximum applicable rate and then, if and to the extent additional revenues are necessary, by a proportionate levy of the special tax on all undeveloped property.
- The maximum special tax on all classifications of taxable property shall escalate by 2% annually.
- The developed property special tax rate may vary based upon building size, unit square footage, density range, product type or other factors as determined by the City at the time of establishment of the CFD and as it may be updated in connection with any change proceedings or pursuant to the RMA.
- Each RMA shall provide for the levy of special Taxes on developed property at the maximum special tax rate in each fiscal year at least until all the Public Facilities have been fully funded and all advances made by Developer have been fully repaid (in each case, (either from bond proceeds or directly from special tax revenues).

• Full prepayment of special taxes on Developed Property shall be permitted at any time.

C. Bonds

• Subject to bond market conditions at the time, Bonds, other than bond or tax anticipation notes or similar short-term borrowings, shall have a final maturity of not less than 30 years.

• Each issue of Bonds shall include two years' capitalized interest (unless the Developer requests a lesser amount).

• Subject to bond market conditions at the time, in order to maximize the principal amount of Bonds that may be issued, Bonds shall have escalating debt service that on average matches any escalation in the annual special tax rates.

• At the Developer's request, the CFD(s) may issue series of bonds, variable rate bonds, capital appreciation bonds, bond anticipation notes, tax anticipation notes or other similar short-term borrowing in order to minimize the levy of special taxes on undeveloped property and to fund the Public Facilities on a timely basis.

• No Bonds shall be issued without the Developer's consent if the annual special taxes applicable to developed property in each fiscal year is or will be less than the sum of the principal of and interest on Bonds coming due in the applicable bond year.

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Exhibit F

Exhibit F - Park Maintenance Standards and Security Plan

SECURITY:

During the hours of operation, private security will patrol and monitor the Hollywood Park, Specific Plan Area, including the parks. Signage with emergency telephone numbers shall be posted.

MAINTENANCE SERVICES:

- A. Scope of work; Furnish all supervision, labor, material, equipment and transportation required to maintain the Park in a first class condition pursuant to the standards provided in this Exhibit F, "Park Maintenance Standards and Security Plan" and to a quality standard equivalent to parks and open space located at Playa Vista in Los Angeles, California. All work and/or workers shall comply with applicable state, Federal, and local laws. Maintenance shall include the following:
1. Landscape planting and irrigation system.
 2. Pavement cleaning and repair.
 3. Trash pick-up.
 4. Site lighting.
 5. Site furnishing.
 6. Lake and fountain mechanical and electrical systems.
- B. Work Force: The Park maintenance foreman should be experienced in landscape maintenance and should have an education in ornamental horticulture.
- C. Materials: All materials used shall be of the highest quality and shall be compatible with the materials used to construct the Park. The County Agricultural Commissioner's Office must be given a list of the control chemicals used. Any maintenance contractor shall also provide records and copies of all fertilizers, herbicides, insecticides, fungicides, and other materials, applied to the Park premises. Records shall indicate dates, amount applied and person making the application.
- D. General Tree and Shrub Care: Maintain trees, vines and shrubs in a healthy growing condition by performing all necessary operations, including the following:
1. Watering: Plants should not be watered until a moisture check has been made of representative plants in the landscape. Use of a probe or other tool to check the moisture in the root ball as well as the soil surrounding the root ball. Maintain a large enough water basin around plants so that enough water can be applied to establish moisture through the major root zone. In the rainy season, open basins to allow surface drainage away from the root crown where excess water may accumulate. Use mulches to reduce evaporation and frequency of watering. Plants in terra cotta planters, if any, shall be hand irrigated.
 2. Pruning Trees:
 - a. Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as to not overlay one another; to eliminate diseased or damaged growth; to eliminate narrow, V-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with roots.
 - b. Under no circumstances should stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth [tapered trunk]. Lower branches can be cut flush with the trunk only after the tree is able to stand erect without staking or other support.
 - c. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
 - d. The primary pruning of deciduous trees shall be done during the dormant season.
 - e. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required. All pruning cuts shall be made to lateral branches, or buds or flush with the trunk. "Stubbing" will not be allowed.
 3. Pruning Shrubs and Vines: The objectives of shrub and vine pruning are the same as for the trees. Shrubs or vines shall not be clipped into balled or boxed forms.
 4. Trees, vines and shrubs should be checked for possible pruning a minimum of once per month.
 5. Staking and Guying: When trees attain a trunk caliper of 4" consider removal of existing stakes and guys. If unstable at this time, replacement should be considered. Stakes and guys are to be inspected at least twice per year to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Eyescrews in specimen tree trunks are preferred to protective looped wire and hose.

6. **Weed Control:** Keep basins and areas between plants free of weeds. This will reduce damage to tree trunks and roots by machinery and by excess water. Use recommended, legally approved herbicides wherever possible to control growth in this open area. Avoid frequent soil cultivation that destroys shallow roots and breaks the seal of pre-emergent herbicides. Great care must be employed when using systematic herbicides not to damage plantings. Any plantings destroyed must be replaced with material of the same specific type and size as the dead plantings within a four week period or when (seasonally) recommended by accepted horticultural methods and practices. Weeds with spreading underground rootstocks, must be hand dug to remove all invading roots.
 7. **Fertilization and Spraying**
 - a. Apply fertilizer for shrubs and ground cover with no less than 18-8-4 two times yearly between early Spring and early Fall at rate of 10 lbs. per 1,000 sq. ft. Lawns shall be fertilized every 90 days at rate of 8 lbs. per 1,000 sq. ft. with 16-6-8 or approved equivalent. Slow release materials may also be used per manufacturer's specifications if a good, healthy vigorous growth and good color are maintained.
 - b. Apply insecticides as needed to protect all plant materials from damage, including slug and snail, control.
 - c. Apply the proper fungicide, herbicide and pesticides for the control of pests, weeds and plant diseases. Also treat cuts and breaks on exposed surfaces of trees.
 - d. Chemicals and insecticides used shall conform to applicable laws and standards.
- E. **Ground Cover Care:**
1. Control weeds with pre-emergent weed herbicides and hand weeding. Do not damage plantings.
 2. Apply four pounds of actual nitrogen per 1000 square foot per year in two to four applications during the first year of a new planting or if ground cover is nitrogen starved. One application should be in early Spring when growth begins. Reduce to three pounds actual nitrogen in following years or as needed to maintain vigorous growth and good color. Complete fertilizers are not desired unless soil test shows specific nutrient deficiencies.
 3. Water enough that moisture penetrates throughout root zone, and only as frequently as necessary to maintain healthy growth.
 4. A cleared circle 18" to 24" in diameter, should be maintained at the base of trees to reduce competition for nutrients by ground cover. A cleared strip 12" to 18" in width should be maintained at base of the palms.
 5. Edge ground cover to yep in bounds and trim tip growth as necessary to achieve an overall even appearance. Great care should be taken not to damage adjacent plantings when mowing.
 6. Control rodents, insects and diseases as necessary, using legally approved materials.
 7. Replace dead and missing plants. Plantings should be replaced with a time period of four weeks. All materials shall be of the same specific types and sizes as the ones destroyed.
- F. **Lawn Care:**
1. The lawns will be kept weed free at all times.
 2. **Mowing and edging:** Mow, edge and trim lawns weekly or as required to maintain an even, well groomed appearance.
 3. **Renovation:** Renovate lawns by verticuting and aerating as required.
- G. **Vine Care:**
1. **Pruning**
 - a. vines and espalier plants shall be checked and re-tied as required.
 - b. Do not use nails to secure vines.
 - c. Prune all vines on an annual basis using accepted horticultural practices.
 - d. Vines shall be pruned and maintained so as not to obstruct fixtures, signs, windows, etc.
 2. Fertilize all vines with 1/4 lb. of 10-10-5, a minimum of two times per year.
 3. Water as necessary to provide optimum growth.
- H. **Irrigation Systems:**
1. Check and adjust sprinkle valves and heads as necessary.

2. Program or reprogram irrigation controller as necessary.
3. The irrigation system shall be kept in good working order and condition at all times. Any damages to the system caused by any contractor's operation shall be repaired without charge by that contractor. Repairs shall be made within one watering period.
4. Faulty electrical controllers should be replaced as soon as possible.
5. In late Winter, all systems should be checked for proper operations. Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads are to be adjusted as necessary for unimpeded covered.
6. Set and program automatic controllers for seasonal water requirements. Watering schedule shall be arranged so as not to interfere with the public's use of the Park.
7. An accurate up-to-date log must be maintained of all irrigation repairs, starting date of repairs, specific location, and nature of repair.

I. Paving:

1. Keep all paved areas free from foreign matter, wastes and trash on a daily basis. Concrete walk and unit paver areas should be steam cleaned as necessary, but in no event less than twice a year.
2. All paved areas should be cleaned of debris caused by maintenance operations or silting.
3. All plant growth should be prevented in cracks in walks or along paved areas within limits of service area.
4. Drains: All subsurface drains should be periodically flushed with clean water to avoid building of silt and debris. Keep all inlets to subsurface drains clear of leaves, paper, and other debris to ensure unimpeded passage of water.
5. Patch, repair or replace damaged paving as necessary to keep the area safe and suitable for children at play.

J. Lake and Fountains:

1. Daily regulation of lake and fountain systems.
2. Routine maintenance of lake and fountain mechanical and electrical systems as well as lighting associated with lake and fountains.
3. Maintain water quality as specified in the Final Environmental Impact Report for Hollywood Park Specific Plan.
4. Periodically inspect mechanical and electrical systems. Repair and replace equipment as necessary.
5. Leaves and loose trash shall be removed from the lake and fountains at least once a day.

K. Trash Pick-up:

1. Pick-up litter throughout the park and empty trash containers at least once a day.

L. Site Lighting:

1. Maintain site lighting.
2. Replace lamps as necessary.
3. Repair and replace damaged poles and luminaries.

M. Site Furnishing:

1. Clean and wipe benches as often as necessary to keep clean and tidy, but no less than once a week. Maintain all site furnishings including but not limited to drinking fountains, play equipment, seating, bollards, pergolas, gateways, trash containers in a clean condition. Replace damaged furnishings as necessary. Replace furnishings on a schedule consistent with generally accepted park maintenance standards for parks within Inglewood.

N. Debris Removal:

1. All debris accumulated as a result of maintenance operations should be removed from the site.
2. All leaves, branches, paper and litter shall be removed from the premises on a daily basis.

O. Graffiti Removal and Vandalism: All graffiti shall be removed from the Park within twenty-four (24) hours. Vandalism shall be repaired as quickly as is practicable.

P. Corrective Action:

1. Weed control - Corrective actions shall be made within five working days of receipt by the maintenance supervisor of such complaint.
2. Plant Material Pruning - Within the limitations of these specifications, corrective action on complaints shall be made within five working days of receipt by the maintenance contractor of such complaint.
3. Plant Material Replacement - Dead and missing plants shall be promptly replaced. Wherever possible planting should be replaced within a time period of no more than two weeks. All materials shall be of the same specific types and, where reasonably feasible, sizes as the ones destroyed.

Q. Other Equipment:

Unless otherwise set forth herein, other park equipment shall be maintained in accordance with manufacturers' warranties, manuals, and product specifications.

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Exhibit G

Exhibit G - Conditions of Approval Re Acces and Maintenance of Lands for Public Use (Park Easements and Commitments for Retail Plazas)

1. Access and Maintenance of Lands for Public Use (Parks and Stadium and Retail Plazas): As defined in the project Specific Plan, and these conditions, various easements within the development are to be dedicated to the City for publicly accessible open space. In addition, an aggregate amount of plazas and open space areas in certain commercial and stadium areas in the Specific Plan shall be guaranteed with restrictions to be provided pursuant to *Article 30, Chapter 12* of the Inglewood Municipal Code (the "Stadium Plazas and Retail Plazas" or, collectively, "Plazas"). As a condition to recording each final map that contains a designated park or open space easement, the Landowner shall submit, and have approved by the City Attorney, easement and maintenance agreements describing the various relationships between the City, the Landowner, various home owner's and property owner's associations (each, an "Association") and property owners regarding the public use and maintenance of parks, paths and other public use areas covered by that final map. The agreements shall be recorded in a manner approved by the City Attorney and referenced on the applicable final map. With respect to the Retail Plazas, as part of the Plot Plan Review process in the Specific Plan, Landowner shall covenant that the required aggregate amount of Retail Plazas will be provided in permissible areas depicted on an approved Plot Plan. With respect to the Stadium Plazas, as part of the Building Permit Application process for the Stadium, Landowner shall covenant that the required aggregate amount of Stadium Plazas will be provided in permissible areas depicted on an approved Building Permit application.

2. Park Easements for Public Access: As specified in the Phasing Plan attached to the Development Agreement, Landowner shall offer to dedicate a public access easement to the City over and across the subject park area for the use, enjoyment and benefit of the public for park purposes. Upon acceptance of the easement by the City, the use of the Parks and Plazas shall be limited to park and recreation purposes only, including, without limitation, leisure, social activities, tailgating, picnics and barbecues, plazas and pavilions, playgrounds, sports courts, weddings, day care and open space; provided, however, that interim construction staging related to adjacent development is permissible on the Parks and Plazas sites (even after acceptance of the easement by the City) to the extent that it is not detrimental to the park improvements and in accordance with the Project Approvals. The Parks and Plazas shall be developed in accordance with the terms and conditions of the Project Approvals approved by the City.

3. Maintenance Standard: All of the Parks and Plazas shall be operated, managed and maintained in a neat, clean, attractive and safe condition in accordance with the anticipated and foreseeable use thereof.

4. Hours of Operation: The Parks and Plazas shall be open and accessible to the public, at a minimum, between sunrise and sunset, seven (7) days per week, unless reduced hours are approved in writing by the City or otherwise expressly provided for herein. Landowner, until such time as the park land for the subject park (e.g., Lake Park, the Arroyo Park, the Bluff Park or Champion Plaza) is transferred in fee (the "Park Land") to an Association and thereafter the applicable Association, if any, may provide for a later closing time for portions of the Parks and Plazas in its sole discretion or an earlier closing time for portions of the Parks and Plazas for any Special Event. Parks and Plazas may be open for adjacent residents, employees, invitees or guests, at times when Parks and Plazas are closed to the general public. No Person shall enter, remain, stay or loiter on the Parks and Plazas when the Parks and Plazas are closed to the public, except Persons authorized in conjunction with Special Events, or temporary closures as permitted or authorized service and maintenance personnel.

5. No Discrimination: Landowner 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 Parks and Plazas.

6. Temporary Closure and Special Events:

(a) Emergencies and Repairs: Landowner, until such time as the subject Park Land is transferred to an Association and thereafter the applicable Association, if any, shall have the right, without obtaining the consent of the City or any other Person or entity (except as specifically set forth herein), to temporarily close the Parks and Plazas to unauthorized 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), Landowner, until such time as the subject Park Land is transferred to an Association and thereafter the applicable Association may temporarily close the subject Park (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) Landowner, until such time as the subject Park Land is transferred to an Association and thereafter the applicable Association, if any, may temporarily close the subject Park or Plaza (or applicable portion thereof) as is necessary to make such repair, maintenance and operation to the Park that Landowner, until such time as the subject Park Land is transferred to an Association and thereafter the applicable Association, if any, may deem necessary or desirable, and for such time as may be necessary to make such repairs and maintenance.

(b) Special Events: Landowner, until such time as the Landowner no longer has any interest in any Lot and thereafter an Association shall have the right to close temporarily limited portions of a Park to the public for a period of up to twenty-four (24) consecutive hours, in connection with the use of the Parks for private special events including weddings, 4th of July celebrations, receptions, and assemblies (collectively, "Special Events"), and in addition nothing herein limits right of members of public or Permittees to reserve portions of a Park for private events. Prior to closing any Park for a Special Event, a notice of the impending closure at the major entrances to the subject Park shall be posted for forty-eight (48) hours in advance of the Special Event. Landowner, until such time as Landowner no longer has any interest in any Lot and thereafter the Association may require a payment of a permit fee or charge for the use of the Parks for Special Events.

(c) Public Events: Landowner, until such time as Landowner no longer has any interest in any Lot and thereafter an Association shall also govern the use of the Parks for meetings, receptions, seminars, lectures, concerts, art displays, exhibits, demonstrations, marches, conventions, parades, gatherings and assemblies that do not require the closure of the Parks to the public (collectively, "Public Events").

7. Arrest or Removal of Persons: Landowner, until such time as Landowner no longer has any interest in any Lot and thereafter an Association 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 Parks and Plazas.

8. Removal of Obstructions: Landowner, until such time as Landowner no longer has any interest in any Lot and thereafter an Association 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 Parks and Plazas deemed to be an obstruction, interference or restriction of use of the Parks and Plazas for the purposes set forth in this Declaration, including, but not limited to, personal belongings or equipment abandoned on the Parks and Plazas during hours when public access is not allowed pursuant to this Declaration.

9. Project Security During Periods of Non-Access: Landowner, until such time as the subject Park Land is transferred to an Association, and thereafter the applicable Association shall have the right to block off the Parks and Plazas 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 pursuant to this Declaration.

10. Temporary Structures: No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the Parks and Plazas at any time either temporarily or permanently unless such structure is approved by Landowner, until such time as the subject Park Land is transferred to an Association and thereafter the applicable Association, provided that Landowner, until such time as the subject Park Land is transferred to an Association and thereafter the applicable Association may permit the use of temporary tents, booths and the like in connection with Public Events or Special Events. Nothing herein shall prevent Landowner from giving Home Owner's Association authority to approve or deny subject temporary structures prior to the time when subject Park Land is transferred to an Association.

11. Signs: Landowner, until such time as the subject Park Land is transferred to the Home Owner's Association and thereafter an Association, shall post signs at the major public entrances to the Parks and Plazas, setting forth applicable regulations permitted by this Declaration, hours of operation, and a telephone number to call regarding security, management or other inquiries. Nothing herein shall prevent Landowner from giving an Association authority to post subject signage prior to the time when subject Park Land is transferred to the Association.

12. Prohibited and Restricted Activities; Rules and Regulations: Landowner, until such time as the subject Park Land is transferred to an Association and thereafter the applicable Association shall take commercially reasonable efforts and actions to enforce the rules and regulations. The rules and regulations may be promulgated and modified by Landowner, until an Association is formed and takes title to the Park or Plaza, and thereafter by the applicable Association. Landowner, so long as Landowner has any interest in any Lot, shall have the right, but not the obligation, to enforce the rules and regulations.

13. Limitation on Other Uses: No use by the public nor any Person of any portion of the Parks and Plazas for any purpose or period of time other than specifically described herein, shall be construed, interpreted or deemed to create any rights or interests to or in the Parks and Plazas other than the rights and interests expressly granted in the public access Park Easements. The right of the public or any Person to make any use whatsoever of the Parks and Plazas or any portion thereof is not meant to be an implied dedication or to create any rights or interests in any third parties, and the Landowner and any applicable Association expressly reserve the right to control the manner, extent and duration of any such use.

14. Commitments for Retail Plazas: Landowner shall record a covenant as part of the CC&Rs for the Hybrid Retail Center, specifying the total acres of publicly accessible plazas and open space areas, for the use enjoyment and benefit of the public. The Plot Plan Review for the Retail Plazas shall show where the Retail Plazas may be located. Subject to approval of a revised Plot Plan Review, the area and configuration of the Retail Plazas may be modified from time to time *provided, however*, that the minimum number of acres of publicly accessible plazas and open space must be provided in accordance with the requirements of the Specific Plan. The Retail Plazas shall include a variety of amenities which may include landscape, hardscape, benches and other seating areas, retail tenant 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). The Retail Plazas shall be open and accessible to the public, at a minimum, during the hours of operation of Hybrid Retail Center. However, Landowner may provide for a later closing time for the Retail Plazas in its sole discretion, an earlier closing time for any special events, promotional events or private events, or temporary closing in the event of an emergency or to undertake repairs or maintenance.

15. Commitments for Stadium Plazas: With respect to the Stadium Plazas, Landowner shall record a covenant specifying the total acres of publicly accessible plazas and open space areas, for the use enjoyment and benefit of the public. The Building Permit application for the Stadium Plazas shall show where the Stadium Plazas may be located. Subject to approval of a revised building permit application, the area and configuration of the Stadium Plazas may be modified from time to time *provided, however*, that the minimum number of acres of publicly accessible plazas and open space must be provided in accordance with the requirements of the Specific Plan. The Stadium Plazas 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). The Stadium Plazas shall be open and accessible to the public, at a minimum, from sunrise to sunset. However, Landowner may provide in its sole discretion for a later closing time for the Stadium Plazas, an earlier closing time or a complete closure as required to accommodate any Special Events or any promotional events or private events (which may be ticketed), or temporary closing in the event of an emergency or to undertake repairs or maintenance.

Exhibit H: Reserved

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Exhibit I

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Exhibit J

Exhibit J - Phasing

It is anticipated that development of the site will be completed in multiple phases (including renovation or reconstruction of the Casino), and that development phases could occur simultaneously. The anticipated Phases are generally described below, but in order to match development with market conditions as they evolve, final phasing will be determined by the Applicant over time, and the infrastructure necessary to support the phased final maps shall be subject to review and approval by the Public Works Director.

Phase A: Casino.

Renovation or reconstruction of the Casino and specified Project infrastructure may proceed independently of, and start before, the other development phases, and is considered "Phase A." The casino renovation portion of Phase A may include the construction of a parking structure, which will free the surface lots currently utilized for Casino parking. It is anticipated that the Casino will operate during renovation, though portions of the Casino may be cordoned off and closed while sections are being renovated. Construction shall be staged to maintain safe parking and access to the facility at all times. During construction of improvements as part of Phase A, Landowner shall always provide a minimum of 858 parking spaces for Casino operations. During this phase, Landowner may also construct Public Improvements that benefit the entire Project area including specifically relocation and construction of Los Angeles County Storm Drain lines 1805 and 1823 and city sewer and storm drain lines along Doty Avenue between Century Boulevard and Arbor Vitae Street extension as shown on Exhibit C. To the extent Phase A does not start before the other development phases, these improvements will be constructed as part of Phase 1.

Phase 1: Mixed Use and Residential Development; Stadium Construction (if Elected).

Demolition of most buildings (except the Casino) will take place as part of Phase 1. In addition to residential uses, Phase 1 of the Development will also include the Hybrid Retail Center as defined in Section 2.24 of the Development Agreement and, if the Stadium Alternative is elected, a Stadium. Phase 1 may be built in any number of sub-phases (each a "Sub-Phase Area").

Rough grading shall take place in phases and shall balance cut and fill to the maximum extent possible over the Specific Plan Area. Export of fill is permitted if required under the Stadium Alternative. Concrete and asphalt from the demolition shall be stockpiled for later phases for use for on-site road construction.

All roads and infrastructure required to service any Phase 1 Sub-Phase Area encompassed by a final subdivision map would be designed and built or designed and guaranteed by securities including but not limited to payment and performance bonds, cash accounts, or other form of security acceptable to the City in the amount of one hundred percent (100%) of the cost of the improvements (which may be the security that is required in connection with any community facilities district or other financing vehicle), prior to the recordation of such final map (other than the casino parcel). The items of improvements and infrastructure associated with the Phase A and Phase 1 areas are:

Improvements	Completion Event
Phase A	
<u>Circulation</u>	
New private access road to Casino.	<u>Prior to completion of the Casino Renovation and issuance of the certificate of occupancy for the new parking structure.</u>
<u>Utilities</u>	
Water, sewer and dry utilities (electric, telephone, gas, cable television/data/voice lines) will be relocated as necessary to support the casino and parking area as a stand-alone facility that is operational during the demolition and development of the balance of the site.	<u>Prior to completion of the Casino Renovation and issuance of the certificate of occupancy for the new parking structure.</u>
Public Improvements that benefit the entire Project area including specifically relocation and construction of Los Angeles County Storm Drain lines 1805 and 1823 and City sewer and storm drain lines along (Doty Avenue) between Century Boulevard and Arbor Vitae Street extension.	<u>To be determined at earlier of prior to issuance of grading or building permit for these improvements.</u>
Phase 1	
<u>Public Features</u>	
10,000 gross square feet of homeowner association facility	<u>To be determined as part of Plot Plan approval for the Hybrid Retail Center.</u>
(See below for further information on Parks and Open Space)	
Phase 1	
<u>Circulation</u>	
PDF L-2 Intersection No. 29: Prairie Avenue/Hardy Street: Widen and restripe the northbound Prairie Avenue approach to provide an exclusive right-turn lane. The resultant lane configurations on the northbound Prairie Avenue approach will be one left-turn lane, three through lanes, and one right-turn only lane. In addition, widen and restripe the eastbound Hardy Street approach within the existing right-of-way to provide one left-turn lane and one shared through/right-turn lane. Also, provide one left-turn lane, one through lane, and one right-turn only lane on the westbound approach. Modify the traffic signal equipment accordingly to accommodate the project access road and	<u>Prior to issuance of certificate of occupancy for 1000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.</u>

serve all vehicular and pedestrian movements at the intersection.

PDF L-3 Intersection No. 30: Prairie Avenue/Century Boulevard: Widen and restripe the westbound Century Boulevard approach along the north side to provide an exclusive right-turn lane. The resultant lane configurations on the westbound Century Boulevard approach will be one left-turn lane, three through lanes, and one right-turn only lane. In addition, modify the traffic signal to provide a westbound right-turn overlapping phase to be operated concurrently with the southbound left-turn phase.

Prior to issuance of certificate of occupancy for 1000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

PDF L-5 Intersection No. 38: Doty Avenue/Century Boulevard: Restripe the northbound Doty Avenue approach within the existing pavement width to provide one left-turn lane and one shared through/right-turn lane. In addition, provide one left-turn lane, one through lane, and one right-turn only lane on the southbound approach. Also, widen and restripe the westbound Century Boulevard approach to provide an exclusive right-turn lane. The resultant lane configurations on the westbound Century Boulevard approach will be one left-turn lane, three through lanes, and one right-turn only lane. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.

Prior to issuance of certificate of occupancy for 1000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

PDF L-6 Intersection No. 39: Yukon Avenue/Century Boulevard: Restripes the northbound Yukon Avenue approach within the existing pavement width to provide one left-turn lane, one through lane, and one shared through/right-turn lane. In addition, provide one left-turn lane, one through lane, and one right-turn only lane on the southbound approach. Also, widen and restripe the westbound Century Boulevard approach to provide an exclusive right-turn lane. The resultant lane configurations on the westbound Century Boulevard approach will be one left-turn lane, three through lanes, and one right-turn only lane. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.

Prior to issuance of certificate of occupancy for 1000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

PDF L-7 Intersection No. 65: Proposed Signalized Driveway/Century Boulevard: Install a traffic signal at the proposed private driveway, to be located approximately 600 feet east of Doty Avenue, to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection. Provide one left-turn lane and one right-turn only lane on the southbound approach to the Century Boulevard intersection. In addition, widen and restripe the westbound Century Boulevard approach to provide an exclusive right-turn lane. The resultant lane configurations on the westbound Century Boulevard approach will be three through lanes and one right-turn only lane.

Prior to issuance of certificate of occupancy for 1000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

PDF L-8 Intersection No. 66: Prairie Avenue/97th Street: Widen and restripe the northbound Prairie Avenue approach to provide an exclusive right-turn lane. The resultant lane configurations on the northbound Prairie Avenue approach will be one left-turn lane, three through lanes, and one right-turn only lane. In addition, widen and restripe the eastbound 97th Street approach within the existing right-of-way to provide one left-turn lane and one shared through/right-turn lane. Also, provide one left-turn lane and one shared through/right-turn lane on the westbound approach. Install a traffic signal at this intersection to accommodate 97th Street and the project access road and serve all vehicular and pedestrian movements at the intersection.

Prior to issuance of certificate of occupancy for 1000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

Re-stripe eastbound Arbor Vitae approach.

To be determined as part of Plot Plan approval for the Hybrid Retail Center or as otherwise required under the Stadium Alternative Mitigation Measures.

Modify traffic signal improvements at Arbor Vitae/Prairie, Hardy/Prairie, Prairie/Century, Doty/Century and Yukon/Century.

Upgrade 7 intersections with ITS traffic signal improvements per the EIR including Crenshaw/Century, Prairie/Century, Doty/Century, Yukon/Century, Club Drive/Century, 11th Ave/Century and Van Ness/Century.

Prior to issuance of certificate of occupancy for 1000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

Install southbound right turn lane at Crenshaw and Century.

Install landscape and street trees in the medians and in the right of way along the project frontage. Within the project boundary backbone streets, street trees and landscaping will be installed within the Phase 1 boundaries.

To be determined as part of Plot Plan approval for the Hybrid Retail Center or as otherwise required under the Stadium Alternative Mitigation Measures.

Utilities

Divert Los Angeles County Sanitation District Sewer westerly along Arbor Vitae to Osage Ave.

To be determined as part of Plot Plan approval for the Hybrid Retail Center or as otherwise required under the Stadium Alternative Mitigation Measures.

Complete relocation of Los Angeles County Trunk Storm Drains. Water, sewer and dry utility (electric, telephone, gas, cable television, data and voice lines) improvements to follow backbone street improvements.

Utility laterals will be extended from Prairie Ave. and Century Blvd. into the project in this phase.

Other Phases.

Phase 2 will continue the Development in the northeasterly portion of the project area towards the proposed Bluff Park. Phase 3 will complete the build out adjacent to the existing Renaissance neighborhood and construct Bluff Park and the residential neighborhoods in the northeast of the site.

Phase 2

Public Feature

(See below for further information on Parks and Open Space)

Circulation

PDF L-1 Intersection No. 28: Prairie Avenue/Arbor Vitae Street: Widen and restripe the northbound Prairie Avenue approach to provide an exclusive right-turn lane. The resultant lane configurations on the northbound Prairie Avenue approach will be one left-turn lane, three through lanes, and one right-turn only lane. In addition, restripe the eastbound Arbor Vitae Street approach within the existing pavement width to provide one left-turn lane and one shared through/right-turn lane. Also, provide one left-turn lane, one through lane, and one right-turn only lane on the westbound approach. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.

Prior to issuance of certificate of occupancy for 2000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

Upgrade 9 intersections with ITS traffic signal improvements per the EIR including La Brea/Centinelena, La Brea/Florence, Prairie/Florence, Crenshaw/Manchester, Centinela/Florence, Crenshaw/Imperial, La Brea/Hyde Park, Market/Florence and Centinela/Hyde Park.

Prior to issuance of certificate of occupancy for 2000th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

Utilities

Complete backbone wet and dry utilities, street improvements, street lights, street trees and landscaping.

To be determined as part of the first Plot Plan Approval for Phase 2.

Phase 3

Public Features

(See below for further information on Parks and Open Space)

Circulation

PDF L-4 Intersection No. 37: Carlton Drive/Pincay Drive: Provide one shared left-turn/through/right-turn lane on the northbound approach to the Carlton Drive/Pincay Drive intersection. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.

Prior to issuance of certificate of occupancy for 2950th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

Upgrade 3 intersections with ITS traffic signal improvements per the EIR including LaBrea/Century, I-405 Northbound Ramps/Century, Inglewood Ave./Century

Prior to issuance of certificate of occupancy for 2950th residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.

Utilities

Complete backbone wet and dry utilities, street improvements, street lights, street trees and landscaping.

To be determined as part of the first Plot Plan Approval for Phase 3 or as otherwise required under the Stadium Alternative Mitigation Measures.

In order to record a final map with respect to any lot or parcel located within Phase 2 or 3, the infrastructure needed to serve that particular lot or parcel must be designed and built or designed and guaranteed by securities including but not limited to payment and performance bonds, cash accounts, or other form of security acceptable to the City in the amount of one hundred percent (100%) of the cost of the improvements, (which may be the security that is required in connection with any community facilities district or other financing vehicle). Such infrastructure must be designed so as to connect with any previously installed Phase 1 infrastructure.

General Requirements.

On-site roadway construction, once required, shall consist of the final roadway improvements within the future right-of-way. Roadway construction consists of base, pavement, curb, gutter, pedestrian improvements, underground utilities and street lighting. On-site roadway improvements are to be consistent with the design requirements of the Specific Plan provided each lot to be the subject of a final map must have two or more means of vehicular ingress and egress, and a construction route must be provided during construction. Build-out of the Tentative Map areas will take place on a phased basis, and is subject to the applicable Plot Plan Review requirements set forth in the Specific Plan.

During construction of the Specific Plan area, the Owner will screen from public view (at street level) the portions of the property that are neither developed nor undergoing construction. Construction areas shall be screened by a six-foot high green-mesh fence enclosure. Such screening is intended to control dust and maintain the aesthetic look of the undeveloped portions of the site.

If multiple final maps are submitted for the Project, they shall conform with the following requirements. Each final map shall be prepared by a person authorized to practice land surveying in California, delineating all legal lots created. Each final map shall implement the requirements of the Tentative Map conditions of approval to that portion of the tentative map. Each final map shall be able to stand alone and shall provide all necessary public improvements to support the uses proposed on the legal lots defined by the map.

For each final map, the subdivider shall, enter into a subdivision agreement with the City to guarantee the construction and installation of public improvements within and outside the boundary of the map as necessary to support the lots created by the map and to comply with the conditions of approval of the Tentative Map and of the Specific Plan including the MMRP and the project EIR. Performance of the subdivision agreements shall be guaranteed by securities including but not limited to payment and performance bonds, cash accounts, or other form of security acceptable to the City in the amount of one hundred percent (100%) of the cost of the improvements, which may be the security that is required in connection with any community facilities district or other financing vehicle.

Each final map shall include the appropriate dedications of public right-of-way necessary to support the phase of development proposed with the map. The timing of the improvements shall comply with all applicable conditions and mitigation improvements required for the Project and set forth in the Specific Plan, the Mitigation Measures, and the Tentative Map conditions.

Parks and Open Space.

Prior to or concurrently with the recording of each final map, sufficient offers of dedications of parks, park easements, or, in the case of retail promenades, plazas and fountains, park covenants (individually, a "Park Dedication", and collectively, the "Park Dedications") shall be made to satisfy the acreage dedication requirements associated with the total number of dwelling units provided for in such final map. The aggregate amount of land dedicated for parks and open space within the Specific Plan area shall at all times equal or exceed the amount of land required for the aggregate number of dwelling units in the Project approved pursuant to recorded final maps. Park Dedications shall be required at the ratio of one (1) acre of land for every one hundred eleven (111) dwelling units shown on a recorded final map.

To record a final map associated with a particular increment of dwelling units, it may be necessary to make a Park Dedication for a park outside the boundaries of such final map (an "Off-Map Park Dedication"). Individual park areas may be offered for dedication in any order, so long as sufficient Park Dedications have been made for the total number of dwelling units provided for on all then-recorded final maps, and each park area offered for dedication is designed as a contiguous and whole park that is part of the park system provided for in the Specific Plan and that is located reasonably near the increment of development depicted on the final map to be recorded.

The timing of either designing and building or designing and guaranteeing by security the improvements to such parks, as provided for in the Specific Plan and the approved Plot Plan, shall depend on whether the improvements (a) relate to a park depicted on the final map to be recorded or (b) relate to an Off-Map Park Dedication.

- Prior to the recording of each final map (other than the casino parcel final map), improvements to Park Dedications depicted on such final map shall either be designed and built or designed and guaranteed by securities, including but not limited to payment and performance bonds, cash accounts, or other form of security acceptable to the City in the amount of one hundred percent (100%) of the cost of the improvements (which may be the security that is required in connection with any community facilities district or other financing vehicle).
- With respect to improvements to Off-Map Park Dedications, Landowner shall either have designed and built or designed and guaranteed by securities such improvements, including but not limited to payment and performance bonds, cash accounts, or other form of security acceptable to the City in the amount of one hundred percent (100%) of the cost of the improvements (which may be the security that is required in connection with any community facilities district or other financing vehicle). If guaranteed by securities, such security shall be in the amount of \$850,000 per acre (which amount may be periodically adjusted for CPI at the City's discretion) and shall be posted at the time of issuance of the first building permit associated with a dwelling unit depicted on the recorded final map with respect to which such Park Dedication was made.

The value of such improvements would be credited against the amount of any improvement fees payable with respect to the dwelling units as required by the City's Quimby ordinance, to the extent applicable. Park improvements associated with a Park Dedication depicted on a recorded final map shall be completed within five (5) years from issuance of the first building permit associated with a dwelling unit depicted on such final map. Park improvements associated with an Off-Map Park Dedication shall be completed within five (5) years from issuance of the first building permit associated with a dwelling unit depicted on such recorded final map with respect to which such Park Dedication was made (e.g., five (5) years from the date on which security was posted pursuant to the preceding paragraph).

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Exhibit K

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EXHIBIT K

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

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, 49th Floor
Los Angeles, CA 90071
Attention: Amy R. Forbea, Esq.

(Space Above For Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("Assignment Agreement") is made as of the [] day of [], 20__ by and between Hollywood Park Land Company, LLC ("Assignor") and [] ("Assignee"), with reference to the following facts:

A. Assignor owns certain real property and certain improvements located thereon, known as Hollywood Park, located at 1050 South Prairie Avenue in the City of Inglewood, California, and more particularly described on Exhibit A hereto and incorporated herein by this reference (the "Property").

B. The City of Inglewood, a municipal corporation ("City"), and Assignor entered into that certain Development Agreement, dated May [], 2009 by and between the City of Inglewood and Assignor, recorded on [], 2009 as Instrument No. [] in the Official Records of Los Angeles County, California (the "Development Agreement").

C. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated _____, 20__ (the "Purchase Agreement") whereby a portion of the Property will be sold to Assignee, which portion of the Property is identified and described in Exhibit B, attached hereto and incorporated by this reference (the "Assigned Parcel(s)").

D. In accordance with Section 18 of the Development Agreement, Assignor has provided City 30 days prior written notice of its intent to sale, transfer or assign its interest in all or any portion of the Property or any of its interests, rights or obligations under the Development Agreement.

E. In accordance with Section 18 of the Development Agreement, [OPTION 1: Assignor has requested that City consent to the transfer of Assignor's interests, rights or obligations under the Development Agreement including an obligation to construct Public Improvements in the First Phase (as defined in the Development Agreement) and specified on Exhibit C, attached hereto and incorporated by this reference (the "Assigned

Obligation(s) and the City has approved and consented to this Assignment ; [OPTION 2: Assignor has requested that the City Administrator on behalf of the City consent to the transfer of Assignor's interests, rights or obligations under the Development Agreement including an obligation to construct Public Improvements in phases subsequent to the First Phase (as defined in the Development Agreement) and specified on Exhibit C, attached hereto and incorporated by this reference (the "Assigned Obligation(s)"), and the City Administrator has approved and consented to this Assignment ; [OPTION 3: Assignor desires to assign to Assignee only site-specific interests, rights, obligations, conditions and requirements under the Development Agreement that are related to the development of the Assigned Parcels (i.e., the mitigation measures or Plot Plan conditions of approval, but not any obligation to construct Public Improvements) and specified on Exhibit C, attached hereto and incorporated by this reference (the "Assigned Obligation(s)"), and Assignee desires to accept the assignment of such, subject to the terms, conditions and restrictions set forth in the Assignment Agreement.]

F. Assignee desires to accept the Assigned Obligations, subject to the terms, conditions and restrictions set forth in the Assignment Agreement.

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, the Assigned Obligations under the Development Agreement with respect to the Assigned Parcel(s). Assignor retains all obligations under the Development Agreement with respect to all other portions of the Property that do not include the Assigned Parcel(s) that Assignor continues to own.

2. Assignee hereby assumes all of the Assigned Obligations under the Development Agreement with respect to the Assigned Parcels, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both Assignor and Assignee that, upon execution of this Assignment Agreement and conveyance of the Assigned Parcels to the Assignee, Assignee shall become substituted for Assignor as "Landowner" and "Party" under the Development Agreement with respect to the Assigned Parcel(s) 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 Agreement and vest in Assignee the rights, interests, powers and benefits hereby assigned.

4. This Assignment is an absolute conveyance of title in effect as well as in form and is intended to include and unconditionally convey any equitable or redemptive rights of Assignor and is not intended as a mortgage or security device of any kind.

5. Notwithstanding anything to the contrary contained herein, this Assignment Agreement is not intended to, and shall not, merge the equitable and legal titles in any of the rights and interests assigned herein, nor shall this Assignment release any liens or security interests securing any indebtedness encumbering any of the rights and interests assigned herein,

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it being the intention of the Assignor and Assignee to keep such liens separate and distinct and in full force and effect and to maintain the priority of such liens against any other liens or encumbrances affecting the rights and interests assigned herein.

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

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

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

9. 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 Agreement.

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

[SIGNATURE PAGES TO FOLLOW]

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

"ASSIGNOR"

Hollywood Park Land Company, LLC,
a Delaware limited liability company

By: _____
Name _____
Title: _____

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"ASSIGNEE"

[_____],
s [_____]

By: _____
Name _____
Title: _____

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[INCLUDE IF OPTION 1 OR OPTION 2 UNDER RECITAL E IS INCLUDED].

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT IS APPROVED AND CONSENTED TO BY [INSERT CONSENT INSTRUMENT] ATTACHED HERETO AS EXHIBIT D, AND ON THIS [] DAY OF [], 20__:

"CITY" OR "CITY ADMINISTRATOR"

CITY OF INGLEWOOD,
a municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM FOR CITY:

Name: _____

Title: _____

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EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION Hollywood Park

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

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EXHIBIT B

TO

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF TRANSFERRED PROPERTY

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

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EXHIBIT C
TO
ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT
ASSIGNED OBLIGATIONS
(conditions, Public Improvements, etc.)

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EXHIBIT D
TO
ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT
City Consent Resolution

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Exhibit L

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EXHIBIT L

**DISCLOSURES TO RESIDENTIAL BUYERS:
REQUIRED CONTENT OF DECLARATION OF CC&Rs**

A. Residential Proximity to Restaurant Uses and Other Retail Uses

1. CC&Rs for parcels or lots with residential uses that are located in the Mixed-Use Area or within 500 feet of the Mixed-Use Area, or Within 500 feet of the Casino shall include the following text:

2. Notice to Owners of Residential Units Regarding Impacts of Restaurant Uses, Other Retail Uses, Liquor Sales, Cinema Uses and Gaming Uses: Each Owner, by acceptance of a deed of a residential unit, acknowledges, recognizes and understands that restaurant and other retail uses, liquor sales, and cinema uses are permitted on various lots and parcels throughout the Mixed-Use area, and that gaming uses are permitted in the Commercial-Recreation area of the Project. Each Residential Owner who decides to purchase a residential unit will be deemed to have done so with (a) specific intention and understanding that the Mixed-Use area contains restaurant and retail uses, liquor sales, cinema uses and gaming uses, and (b) knowledge that normal operations for these businesses generate noise, vibrations, odors, additional light, pests and other effects not typically experienced in an exclusively residential neighborhood. Each Owner recognizes and accepts that these uses involve (1) all manner of delivery, receipt, preparation, processing, cleaning, presentation, merchandising, administering and offering for sale of all manner of food and food products, beverages (including, without limitation, alcoholic beverages), and other products and services associated with the operation of restaurant and other retail uses (now or in the future), as well as liquor sales; (2) cinema uses, which involve gathering of large numbers of persons for films, screenings and other related events (including public gatherings) at all times of the day (including but not limited to early in the morning and late at night seven days a week); (3) card club activities, table games, electronic gaming, casino-style gambling, betting, wagering and gaming activities (including but not limited to card tables, slot machines, off-track betting, parimutual betting, bingo, keno, pachinko, video poker, fixed-odds gambling and lottery ticket sales); and (4) parking and parking-related matters associated with the operation of the restaurant, retail, liquor sales, cinema uses and gaming uses (collectively, the "Mixed-Use Operations"). The potential effects of the Mixed-Use Operations on Owners and their residential units include, but are not limited to, the following:

- (i). Noise: Noise will emanate as a result of the Mixed-Use Operations, including, but not limited to, equipment and machinery, vent hoods,

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exhaust fans, heating, air-conditioning and/or ventilating equipment, fans, condensers, heat pumps, generators, roasters, food grinders, convection ovens, mixers, trash compactors, wrapping mechanisms, grease interceptors, laundry equipment, dryers, conveyors, polishers, sweepers, parking lot maintenance equipment, gardening and landscaping equipment, delivery trucks, grease-removal trucks, garbage trucks, forklifts, rolling doors, and all personnel involved in these and all related activities, as well as customer vehicles and customers. There will be heightened street activity, which means pedestrian and vehicular traffic to and from the businesses at various times throughout the morning, day, evening and night, in numbers greatly exceeding residential-only neighborhoods. Bating, lounging, waiting or merchandise display areas will be located on the exterior of the premises housing Mixed-Use Operations for use by employees and customers. Live or recorded music may be provided as part of the Mixed-Use Operations and may be broadcast inside and/or outside of the restaurant premises, in accordance with applicable law. Noise will occur at times that are customary and routine for Mixed-Use Operations, including late at night and early in the morning. Activities causing such noise may include, without limitation, deliveries, parking lot maintenance, stocking activities, and garbage operations, including trash compactor operation and removal.

(ii). **Odors:** Odors will emanate as a result of the Mixed-Use Operations, including, but not limited to, coffee roasting, cooking, baking, food storage, food preparation, food disposal, refuse storage and/or disposal, hair and personal care products, nail polish and polish remover, cleaning products, perfumes and fresheners. Despite compliance with all applicable law, codes and regulations, odors will be detectable and possibly significant, particularly for restaurant and food services uses, due to the removal of grease, oil and other materials from grease interceptors, the transfer and piping of grease, oil and other materials to the holding tanks of grease-removal trucks, and the possible spillage of grease, oil or other materials that are pumped out of grease interceptors. Employees and customers of Mixed-Use Operations may smoke while shopping, eating, sitting or otherwise lingering outside the restaurants and/or going to or from their vehicles. Customer and delivery vehicles, including continually operating refrigerated vehicles, may emit odors, exhaust and noise as they enter, exit or idle in parking areas, loading areas and curb-side areas.

(iii). **Miscellaneous:** There will be vibrations from equipment in or near the Mixed-Use Operations and from vehicles entering, leaving, or parked on the restaurant premises. There may be dusty or temperature-altering exhaust and/or wind from HVAC systems, fans ventilation or other similar equipment, which may be visible to the Owners and/or experienced in other ways. Signs, banners, exterior product displays, exterior lighting, eating areas, trucks and loading areas will be visible from the residential units.

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B. Parking and Garage Restrictions

1. CC&Rs for parcels or lots with residential uses shall include the following text:

- a. **Authorized Vehicles:** The following vehicles are "Authorized Vehicles:"
(a) standard passenger vehicles, including automobiles, vehicles designed to accommodate ten (10) or fewer people, (b) motorcycles and (c) pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles that belong to Residents may be parked in any portion of the Covered Property intended for parking of motorized vehicles, subject to the restrictions in the Home Owner's Association Governing Documents; provided however, no Owner may park a vehicle in a manner which the Home Owner's Association determines either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks in the Covered Property. The Home Owner's Association has the power to identify additional vehicles as Authorized Vehicles in the Rules and Regulations to adapt this restriction to new types of vehicles produced by manufacturers.

- b. **Prohibited Vehicles:** The following vehicles are "Prohibited Vehicles":
(a) recreational vehicles (including motorhomes, travel trailers, camper vans, jet skis, motor boats and other motorized vehicles designed for travel over water), (b) commercial-type vehicles (including pick-up trucks having a payload capacity in excess of one (1) ton, stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, vehicles with commercial signage and other commercial purpose vehicles) or vehicles with advertisements, placards or other writing on the vehicle or any equipment on a vehicle used for any commercial purpose, (c) vehicles designed to accommodate more than ten (10) people (unless pursuant to a carpool or vanpool program), (d) vehicles having more than two (2) axles, (e) trailers, inoperable vehicles or parts of vehicles, (f) other similar vehicles, or (g) any vehicle or vehicular equipment deemed a nuisance by the Home Owner Association's Board. Prohibited Vehicles may not be parked, stored or kept on any public or Private Street in, adjacent to or visible from the Covered Property or any other Common Area parking area unless (i) they are owned and used by the Home Owner's Association or a Neighborhood Association in connection with management or maintenance of a part of the Covered Property, (ii) they are parked for brief periods as may be defined in the Rules and Regulations (such as loading, unloading, making deliveries or emergency repairs), or (iii) they are parked in an Owner's fully enclosed garage with the door closed. Prohibited Vehicles may be parked in an Owner's garage only if, and to the extent that, an Owner has fewer Authorized Vehicles than the number of vehicles the garage was designed to hold. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle, unless the vehicle is expressly

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classified as an Authorized Vehicle in writing by the Home Owner Association's Board. The Home Owner's Association has the power, but not the duty, to identify additional vehicles as Prohibited Vehicles in the Rules and Regulations to adapt this restriction to new types of vehicles produced by manufacturers.

c. Garage and Parking Restrictions: Residential garages shall be solely used for parking purposes, unless as allowed in Section [XXX] below. The garage shall be used to park the number of Authorized Vehicles the garage was designed to accommodate and shall not be used for storage, living purposes (for people or animals) or recreational activities of any kind *provided, however*, that to the extent an Owner has fewer Authorized Vehicles than the number of vehicles the garage was designed to hold (and the excess area is not required for the parking of a Prohibited Vehicle), the excess area may be utilized for storage or recreational activities. Except for temporary loading and unloading, no Owner shall leave his or her Authorized Vehicle parked or left within the Covered Property other than within such Owner's garage or within such Owner's driveway, provided that such Authorized Vehicle does not encroach into the sidewalk area.

(i) Garage Restrictions.

- Owners may not use any space within the garage for temporary or permanent living purposes, regardless of the number of vehicles the Owner possesses;
- Owners may not, under any circumstances, use the garage as a temporary or permanent living space for animals of any kind, including dogs, cats, rodents (e.g., rats, mice and hamsters), rabbits and reptiles (e.g., snakes and lizards);
- Garage doors shall be kept closed. Vehicles may be parked in the Owner's driveway, if applicable, provided that no part of the vehicle encroaches into the sidewalk area of the private driveway;
- Each Owner shall be responsible for ensuring that their family members comply with the restrictions and requirements set forth in this Declaration, any Neighborhood Declaration and any additional Rules and Regulations;
- Owner and Owner's family members may be prohibited from parking on any Private Street in the Covered Property, except in designated spaces;
- Any Owner whose vehicle (including vehicles belonging to any members of the Owner's family) is found to be in violation of

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this Section XX shall be subject to towing, fines as permitted by law, and any other disciplinary action the Home Owner Association's Board may promulgate, including the subsequent verification of adherence to this Section XX which may include the right to visually inspect the interior of the violating Owner's garage; and

- The Home Owner's Association shall have the right, but not the obligation, to establish procedures in the Rules and Regulations to enforce and verify adherence to the parking and garage restrictions and requirements in this Section in the event a violation is discovered.
 - (ii) **Motor Courts/Private Driveways.** When present in the motor courts or private driveways, vehicles must not interfere with the normal use of the motor court and private driveways by other Owners or visitors. Parking is allowed on private driveways where designated by parking space striping. No parking of any kind is allowed on shared driveways (if applicable).
 - (iii) **No Parking Zones and Fire Lanes.** Vehicles may not be parked in "no parking zones." Such no parking zones may be identified by signs, with red-painted curbs, or in the Supplemental Declarations. Further, vehicles may not be parked in fire lanes. The fire lanes in the Covered Property shall be marked and signed as a fire lane. Vehicles parked in these no parking zones and fire lanes may be towed immediately without advance notice to vehicle owners.
 - (iv) **Fire Protection Access Easement.** No one is allowed to obstruct the fire protection access easements identified on the Recorded tract maps for the Covered Property or in any Supplemental Declaration or as may be designated by the Home Owner's Association with the approval of the City. The approval of the City is required for any modifications such as speed bumps, control gates or other changes in the fire protection access easement areas.
- d. **Repair, Maintenance and Restoration:** No Person may repair, maintain or restore any vehicle in the Covered Property, unless the work is conducted in the garage with the garage door closed. Such an activity may be prohibited entirely by the Home Owner Association's Board if the Home Owner Association's Board determines that it constitutes a nuisance. However, no Person may carry on in any portion of the Covered Property any vehicle repair or maintenance (except in an emergency) or restoration business. e. **Enforcement:** The Home Owner Association's Board has the power, but not the duty, to enforce all parking and vehicle use regulations applicable to the Covered Property, including the removal of violating vehicles from alleys, motor courts, streets and other portions of

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the Covered Property in accordance with California Vehicle Code Section 22658.2 or other applicable laws. The City may, but is not required to, enforce such restrictions, rules and regulations, in addition to applicable laws and ordinances.

- f. Regulation and Restriction by Home Owner Association's Board: The Home Owner Association's Board has the power to: (a) establish additional rules and regulations concerning parking in the Common Area, including designating "parking," "guest parking," and "no parking" areas; (b) prohibit any vehicle parking, operation, repair, maintenance or restoration activity in the Covered Property if it determines in its sole discretion that the activity is a nuisance; and (c) promulgate rules and regulations concerning vehicles and parking, including but not limited to creation of permitted parking areas and restricting hours of parking, in the Covered Property as it deems necessary and desirable.
- g. Guest Parking: Guest parking spaces within the Covered Property are for temporary use, not to exceed, in the aggregate, seventy two (72) hours in one (1) week, by invitees of Owners only. No Owner of the Covered Property may park any vehicle or leave any other property in any guest space. Guest parking spaces are unreserved and unassigned, and they are available on a first-come-first-served basis. The Home Owner Association's Board has the right, but not the obligation, to establish additional restrictions and parking policies (which may include towing vehicles from the Covered Property) in the Rules and Regulations.

Exhibit M: Stadium Alternative Mitigation Measures

[Attached.]

EXHIBIT M

STADIUM ALTERNATIVE MITIGATION MEASURES

PLEASE NOTE:

This matrix collects, summarizes, and organizes the mitigation measures for the Hollywood Park Specific Plan/Stadium Alternative. The goal of this matrix is to present the information in an accessible fashion. In utilizing this matrix, it is important to keep the following points in mind:

1. Builders and contractors are responsible for all of the requirements contained in the Project's mitigation measures, and should therefore not focus only on those categories that seem the most relevant to them. For example, commercial and residential builders should not only review the vertical and post-construction measures, they should take into account all of the other measures as well.

2. When the action listed requires submission of an item, it should be assumed that this item must be submitted to the appropriate City department, or, if no City department is listed, the outside agency specified in the mitigation measure.

3. The "Action Required at" column indicates the timeframe in which the applicable mitigation measure must be completed as an obligation of the Landowner under the Development Agreement.

<u>Mitigation Measure</u>	<u>Summary of Required Actions</u>	<u>Action Required at:</u>	<u>Agency</u>
Aesthetics			
<u>A-1</u>	<u>Public right-of-way landscape plans shall be prepared by a licensed landscape architect for each phase of the Project as provided for in the Specific Plan, and shall be implemented as part of the Project.</u>	<u>BP</u>	<u>PR</u>
<u>A-2</u>	<u>Where required by the Specific Plan, the applicant shall obtain Planning Division approval of plot plans, including: final site plans, landscape plans and architectural drawings, as provided for in the Specific Plan, prior to the completion of working drawings and subsequent issuance of a building permit.</u>	<u>PP</u>	<u>ECD</u>
<u>A-3</u>	<u>The Project shall be developed in conformance with Exhibit 6-6—Building Height Standards of the Specific Plan.</u>	<u>PP, BP</u>	<u>ECD</u>
<u>A-4</u>	<u>Signage shall be in conformance with the development standards and design guidelines as provided for in the Specific Plan.</u>	<u>BP</u>	<u>ECD</u>
<u>A-5</u>	<u>The Project applicant shall prepare a landscape plan via a landscape architect for improvements to the perimeter areas of parking areas. Such plans shall provide landscaping on the perimeter of areas adjacent to, or across from, residential neighborhoods. All landscape plans shall be performed in compliance with Specific Plan design standards. All landscaping shall be maintained in a first-class condition.</u>	<u>BP</u>	<u>ECD</u>
<u>A-6</u>	<u>The Project shall incorporate low-level directional lighting at the ground, podium, and parking levels of all structures to ensure that architectural, parking and security lighting does not spill onto the nearest residential property outside the boundaries of the Hollywood Park Specific Plan ("Off-Site") or any other adjacent residential properties.</u>	<u>BP</u>	<u>ECD</u>
<u>A-7</u>	<u>The park and open space areas shall incorporate low-level directional lighting for pedestrian safety and security purposes to minimize light trespass onto adjacent properties.</u>	<u>BP</u>	<u>ECD, PR</u>
<u>A-8</u>	<u>Façades and windows shall be constructed of non-reflective materials such that glare impacts on surrounding residential properties and roadways are minimized.</u>	<u>BP</u>	<u>ECD</u>
<u>A-9</u>	<u>For any digital signage located outside of the Sports and Entertainment land use area that faces out onto Century Boulevard, Prairie Avenue, or Pincay Drive, the refresh rate of the message on a sign, exclusive of any change in whole or in part of the sign image, shall be no more frequent than one refresh event every eight seconds, with an instant transition between images.</u>	<u>QPS</u>	<u>ECD</u>
<u>A-10</u>	<u>Luminaires, stadium, and advertising lighting (including signage in proximity to adjacent Off-Site residential neighborhoods or sensitive uses) shall be equipped with state of the art screening measures that reduce intrusive light spill to the adjacent Off-Site residential neighborhoods and sensitive receptors.</u>	<u>C of O</u>	<u>ECD</u>
<u>A-11</u>	<u>Self-illuminated signs and luminaires intended to illuminate signs shall be shielded, reduced in intensity, or otherwise protected from view such that the brightness of a light source within 10 degrees from a driver's normal line of sight shall not be more than 1,000 times the minimum measured brightness in the driver's field of view, except when minimum values are less than 10 ft. If minimum values are below 10 ft., the source brightness shall not exceed 500 ft. plus 100 times the angle, in degrees, between the driver's line of sight and the light source.</u>	<u>C of O</u>	<u>ECD</u>
<u>A-12</u>	<u>Luminaires used for field lighting within the Stadium shall be aimed, shielded, or screened from view so that the glare rating does not exceed 45 for motorists and vehicles operated on roadways. Prior to the issuance of the final certificate of occupancy for the Stadium, the applicant shall prepare a study of the glare ratings at all roadways within a 1-mile radius of the stadium that have a direct line of sight to the Stadium's event lighting luminaires. The lighting study shall demonstrate that the Stadium's design does not result in a glare rating above 45 at any roadway location within a 1-mile radius of the Stadium.</u>	<u>C of O</u>	<u>ECD</u>
<u>A-13</u>	<u>The measured illuminance from Stadium and other Project lighting shall not exceed 32.3 lux (3.0 fc) at the property line of the nearest Off-Site residential or off-site light sensitive receptor when measured at grade-level.</u>	<u>QPS</u>	<u>ECD</u>
<u>A-14</u>	<u>The measured luminance from Project signage shall not exceed 800 cd/m2 after sunset or before sunrise. The intensity of illuminated signage shall be controlled with a photocell with an</u>	<u>QPS</u>	<u>ECD</u>

	<u>adjustable set-point that measures available daylight, or other similar technology. This set-point shall be used to control the intensity of the sign output to either the daytime or nighttime luminous intensity.</u>		
<u>A-15</u>	<u>Light sources associated with Project construction shall be shielded and/or aimed so that no direct beam illumination is provided outside of the Project site boundary. However, construction lighting shall not be so limited as to compromise the safety of construction workers.</u>	<u>C</u>	<u>ECD</u>
<u>A-16</u>	<u>The interior lighting for the Stadium and associated luminances or interior surfaces shall be designed, specified, and installed so that maximum candela direct beam illuminance (from luminaires) is not aimed out of the building envelope.</u>	<u>BP</u>	<u>ECD</u>
<u>A-17</u>	<u>Luminaires used for field lighting within the Stadium shall be aimed, shielded, or screened from view in an effort to prevent the glare rating from exceeding 55 at all Off-Site residences located within a one-mile radius of the Stadium that have a direct line of sight to the field lighting luminaires. Prior to the issuance of the first building permit for the Stadium, the applicant shall prepare a study of the glare ratings at all such residences located as specified above to determine whether the glare rating at such residences from the field lighting luminaires exceeds a glare rating of 55. For those residences located as specified above that exceed a glare rating of 55, the applicant shall offer to install, at the applicant's expense, window coverings that reduce the glare rating to a level of 55 or below prior to the first game played at the Stadium.</u>	<u>BP</u>	<u>ECD</u>
<u>A-18</u>	<u>As part of the building approval process for the Stadium, the applicant shall submit a lighting plan for the Stadium to the Economic and Community Development Director. The lighting plan shall include discussion of the location of searchlights (if any) and architectural lighting. Such plan shall comply with all FAA regulations. The plan shall additionally require implementation of all lighting mitigation measures and applicable City ordinances, along with the following protocols to ensure compliance: (1) A representative testing site shall be established within each adjacent residential neighborhood on or next to those light-sensitive receptors which have the greatest exposure to signage and stadium lighting on each of the facades of the Stadium; (2) A light meter mounted to a tripod at eye level, facing the Stadium, shall be calibrated and measurements shall be taken to determine ambient light levels with the signage on, and when the Stadium is in operation; (3) An opaque object (e.g., a board) shall also be used to block out the view of the sign, and the Stadium, from the light meter, at a distance of at least 4 feet away from the tripod and blocking the light meter's view of the building. A reading shall be taken to determine the ambient light levels with the signage being off; and, (4) The difference between the ambient light levels with the signage being illuminated, and with the signage being off, would be the amount of light the signage casts onto the sensitive receptor. If the above-described test from the established representative testing sites shows compliance with these lighting standards, the Project shall conclusively be determined to be in compliance with these lighting requirements.</u>	<u>C of O</u>	<u>ECD</u>
<u>A-19</u>	<u>To minimize the impact of lighted parking areas on surrounding residential areas, the lighting system shall be equipped with the ability to control light fixtures for individual areas at different lighting levels, such as from active operation to security mode.</u>	<u>BP</u>	<u>ECD</u>
<u>Air Quality</u>			
<u>B-1</u>	<u>As part of the building permit application, each builder shall incorporate energy efficiency measures and other conservation measures from the Hollywood Park Sustainability Checklist contained in the Hollywood Park Specific Plan.</u>	<u>BP</u>	<u>ECD</u>
<u>B-2</u>	<u>The Project incorporates various sustainable design elements and guidelines to promote energy efficiency and other conservation measures. The Project's sustainable design elements shall include: (a) a new mixed-use development that integrates housing, civic, entertainment and retail amenities (jobs, parks, entertainment, shopping opportunities, etc.) to help reduce vehicle miles traveled resulting from discretionary automobile trips; (b) a mix of land uses that will also contribute to the overall reduction in vehicle miles traveled by promoting alternative methods of transportation and creating provisions for non-vehicular travel (e.g. pedestrian pathways and paseos, bike paths, etc.) within the Project site; (c) urban infill development, in central Los Angeles County, providing access to several modes of public transportation (buses, rapid transit, and light rail) for travel between neighboring cities; (d) a land use plan and land use strategies that encourage higher density development along established transit corridors; (e) quality housing opportunities located in a job-rich area of Los Angeles County; (f) implementation of street improvements that are designed to relieve pressure on congested roadways and intersections; (g) contribution to air quality improvements through the creation of shade to reduce ambient heat produced by paved surfaces by integrating an urban forest concept into the overall landscape design of the Project; (h) planting of trees and vegetation near structures to shade buildings and reduce energy requirements for heating/cooling; (i) use of a plant palette that requires low maintenance and climate appropriate plant species; (j) conservation by utilization of reclaimed water sources for landscape irrigation purposes; (k) natural treatment, such as by filtration, of stormwater runoff through an arroyo and lake system and in smaller pocket parks; (l) use of energy efficient bulbs for street lights and other electrical uses; (m) creation of incentives to increase recycling and reduce generation of solid waste by residential users on the Project site; (n) implementation of a recycling program for waste generated by demolition and construction activities, including recycling of existing asphalt and other building materials; and (o) use of Energy Star appliances for residential construction.</u>	<u>BP</u>	<u>ECD</u>

B-3	The Stadium shall meet the criteria for LEED certification as determined by a licensed architect or other member of the Project team who is a LEED Accredited Professional.	BP	ECD
B-4	To encourage the use of alternative fueled transportation, the Project applicant / developer shall install electric vehicle recharging stations with both conductive and inductive charging capabilities within parking lots dedicated to Stadium parking. The charging stations shall be installed and operational prior to the Stadium opening. Preferential parking shall be provided for alternative fuel vehicles, and for van pools.	C of O	ECD
B-5	Water or a stabilizing agent shall be applied to exposed surfaces in sufficient quantity to prevent generation of visible dust plumes.	C	ECD
B-6	Track-out shall not extend 25 feet or more from an active operation, and Track-out shall be removed at the conclusion of each workday. "Track-out" is defined by the SCAQMD as any material that adheres to and agglomerates on the exterior surface of motor vehicles, haul trucks, and equipment (including tires) that has been released onto a paved road and can be removed by a vacuum sweeper or a broom sweeper under normal operating conditions (Rule 1156(c)(28)).	C	ECD
B-7	A wheel washing system shall be installed and used to remove bulk material from tires and vehicle undercarriages before vehicles exit the Project site during heavy grading operations.	C	ECD
B-8	All haul trucks hauling soil, sand, and other loose materials off-site shall maintain at least six inches of freeboard in accordance with California Vehicle Code Section 23114.	C	ECD
B-9	All haul trucks hauling soil, sand, and other loose materials off-site shall be covered (e.g., with tarps or other enclosures that would reduce fugitive dust emissions).	C	ECD
B-10	Traffic speeds on unpaved roads shall be limited to 15 miles per hour.	C	ECD
B-11	Operations on unpaved surfaces shall be suspended when winds exceed 25 miles per hour.	C	ECD
B-12	Heavy equipment operations shall be suspended during first and second stage smog alerts.	C	ECD
B-13	On-site stock piles of debris, dirt, or rusty materials shall be covered or watered at least twice per day.	C	ECD
B-14	Contractors shall maintain equipment and vehicle engines in good condition and in proper tune per manufacturers' specifications.	C	ECD
B-15	Contractors shall utilize electricity from power poles rather than temporary diesel or gasoline generators, as feasible.	C	ECD
B-16	During construction, heavy-duty trucks shall be prohibited from idling in excess of five minutes, both on- and off-site.	C	ECD
B-17	Construction parking shall be configured to minimize traffic interference, and shall minimize the need for lane closures.	C	ECD
B-18	Architectural coatings shall be purchased from a super-compliant architectural coating manufacturer as identified by the SCAQMD (http://www.aqmd.gov/regulations/compliance/architectural-coatings/super-compliant-coatings).	C	ECD
B-19	Spray equipment with high transfer efficiency, such as the electrostatic spray gun or manual coatings application (e.g., paint brush and hand roller), shall be used on all construction outside of the Sports and Entertainment land use area to reduce VOC emissions.	C	ECD
B-20	All diesel powered construction equipment in use shall require control equipment that meets at a minimum Tier III emissions requirements. In the event Tier III equipment is not available, diesel powered construction equipment in use shall require emissions control equipment with a minimum of Tier II diesel standards.	C	ECD
B-21	Contractors shall utilize alternative fueled off-road equipment where possible.	C	ECD
B-22	Contractors shall provide temporary traffic controls, such as a flag person, during all phases of construction to maintain smooth traffic flows.	C	ECD
B-23	The applicant shall install automatic lighting on/off controls and energy-efficient lighting for office spaces.	BP	ECD
B-24	The applicant shall develop informational packets to provide to new residents within the development locating nearby public transportation options.	OFS	ECD
B-25	Prior to the hosting of an event at the Stadium where tailgating is reasonably expected to occur, electrical outlets shall be provided to the extent feasible in on-site lots to allow for electric barbecues to be used by those who choose to tailgate and use portable electric barbecues.	Stadium Event	ECD
B-26	Construction activity that affects traffic flow on the arterial system, and that relates solely to development of any one, or any combination, of the following areas within the Hollywood Park Specific Plan shall be limited to off-peak hours, as feasible: Mixed-Use, Residential, Commercial and Recreation, Civic, and Open Space designations.	C	ECD
Geology / Soils			
C-1	Development of open space and recreational areas within the RUZ, as delineated in the Geomatrix 2007 Memorandum re Final Report (included in Appendix C-1 to the 2009 certified EIR), shall be consistent with the recommendations of the Geomatrix report which identify the RUZ area as unsuitable for the construction of most structures for human occupancy, but useable for construction of recreational type development (e.g., storage facilities, recreational facilities, greenbelts, parking areas and roads). Structures intended for human occupancy shall not be constructed within the mapped RUZ area. The following uses/facilities/structures are suitable in the RUZ: swimming pool and jacuzzi, tot lots, picnic facilities, meditation gardens, children's playgrounds, fireplace and lounge areas, dog parks, exercise stations (parcourse), parking spaces at ground level (including covered parking), utility routes, both above and below ground, tennis courts, basketball courts, soccer fields and other open sports fields (volleyball courts, football play areas, etc.), game tables and seating areas in the open, restrooms, locker rooms, changing rooms (e.g., pool cabana), pool equipment rooms, storage lockers, entry pavilions, covered walkways (e.g., pergola and trellis), fences, and retaining walls.	PP	ECD, PR
C-2	All buildings and structures shall be designed and constructed in conformance with the provisions of the Specific Plan and 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.	BP	ECD
C-3	Prior to the start of grading, demolition will be required to remove any existing improvements, including pavement and structures, in the applicable area. Any void created from the demolition should be properly backfilled to the limits determined by the Project geotechnical engineer. Any soils loosened or disturbed during the demolition should also be removed. The existing oil wells may also need to be re-abandoned or vented in accordance with applicable regulations. The presence and location of all existing utilities on the property shall be identified. Precautions shall be taken to remove, relocate or protect existing utilities, as appropriate.	GP	ECD

C-4	<u>Prior to the start of grading, all vegetation and topsoil shall be stripped. The vegetation shall be removed from the site. The topsoil may be stockpiled and reused in planned landscape areas. In addition, any trees and shrubs shall be cleared, so that no roots larger than 1-inch in diameter remain. Any soils loosened during removal of trees/shrubs should also be removed.</u>	GP	ECD
C-5	<u>Uncertified fill and soft native clayey soils shall not be used for foundation support, and therefore, shall be removed and replaced with structural fill, consistent with the findings of a site-specific geotechnical evaluation.</u>	GP	ECD
C-6	<u>Prior to construction, field infiltration testing shall be conducted at locations where infiltration structures are planned.</u>	GP	ECD
C-7	<u>All grading shall conform to the requirements of the City of Inglewood Building Code. The grading contractor is responsible for notifying the project Geotechnical Engineer of a pre-grading meeting prior to the start of grading operations and any time that the operations are resumed after an interruption.</u>	GP	ECD
C-8	<u>Prior to site grading, the developer shall submit to the City of Inglewood Economic and Community Development Department a site-specific evaluation of soil conditions that is prepared by a registered soil professional that includes recommendations for ground preparation and earthwork activities specific to the site, soil removal and replacement, and other site-specific earthwork activities and in conformance with the City's Building Code.</u>	GP	ECD
C-9	<u>During earthwork activities, the bottoms of completed excavations shall be observed by the Project geotechnical engineer while they are proof-rolled with loaded equipment. Any loose or yielding soils shall be over-excavated and recompacted to the limits determined by the Project geotechnical engineer.</u>	GP	ECD
C-10	<u>Structural fill should consist of predominantly sandy soils, and should be free of expansive clay, rock greater than 3 inches in maximum size, debris and other deleterious materials. All structural fill should be compacted to at least 95 percent of the maximum dry density determined by ASTM D. 1557-91. Fill placed in nonstructural and landscape areas should be compacted to at least 90 percent.</u>	GP	ECD
C-11	<u>All earthwork and grading shall be performed under the observation of the Project geotechnical engineer. Compaction testing of the fill soils shall be performed by the Project geotechnical engineer. Testing shall be performed for approximately every 2 feet in fill thickness or 500 cubic yards of fill placed, whichever occurs first. If specified compaction is not achieved, additional compactive effort, moisture conditioning, and/or removal and recompaction of the fill soils shall be performed at the direction of the Project geotechnical engineer.</u>	GP	ECD
C-12	<u>All materials used for asphalt, concrete and base shall conform to the latest version of the Green Book adopted by the City of Inglewood, and shall be compacted to at least 95 percent relative compaction.</u>	GP	PW
C-13	<u>If, in the opinion of the Project geotechnical engineer, contractor, or Landowner, an unsafe condition is created or encountered during grading, all work in the area shall be stopped until measures are taken to mitigate the unsafe condition. An unsafe condition shall be considered any condition that creates a danger to workers, on-site structures, on-site construction, or any off-site properties or persons.</u>	GP	ECD
C-14	<u>Surcharge loads, such as vehicular traffic, heavy construction equipment, and stockpiled materials should be kept away from the top of temporary excavations of a horizontal distance at least equal to the depth of excavation, unless adequate shoring is provided, as certified by a licensed engineer. Surface drainage should be controlled and prevented from running down the slope face. Ponded water should not be allowed within the excavation. Workmen should be adequately protected within temporary excavations. Construction equipment and foot traffic should be kept off excavation slopes to minimize sloughing. All slope construction and excavations shall be performed in accordance with site-specific plans prepared by a licensed engineer.</u>	GP	ECD
C-15	<u>All excavation slopes and shoring systems shall meet the minimum requirements of the Occupational Safety and Health Administration (OSHA) Standards. Maintaining safe and stable slopes on excavations is the responsibility of the contractor and will depend on the nature of the soils and groundwater conditions encountered and the contractor's method of excavation. Excavations during construction should be carried out in such a manner that failure or ground movement will not occur. The contractor shall perform any additional studies the contractor determines to be necessary to supplement the information contained in preliminary reports for the purpose of planning and executing the contractor's excavation plan.</u>	GP	ECD
C-16	<u>It should be anticipated that a site-specific design-level geotechnical report for each new project within the tract will be required. Specifically, after detailed building plans have been developed for each area of the Project site, additional geotechnical explorations, testing, and analyses shall be performed, as warranted, in order to develop building-specific foundation recommendations. The Project shall be designed and constructed in accordance with the recommendations provided in these additional site-specific geotechnical reports. Such reports shall be prepared by a licensed geotechnical engineer.</u>	BP	ECD
C-17	<u>The expansion potential of subgrade soils within foundation depth under building pads shall be tested in building-specific site investigations, and recommendations regarding expansive soils shall be presented in site-specific geotechnical reports.</u>	BP	ECD
C-18	<u>Soil corrosivity shall be tested in building-specific site investigations. This potential shall be considered in the design and protection of underground metal utilities.</u>	BP	ECD
C-19	<u>Paving standards shall be approved by a licensed civil engineer, and shall be in accordance with the latest version of the Green Book adopted by the City of Inglewood.</u>	GP	PW
C-20	<u>Proper quality control of grading is required. The applicant shall ensure geotechnical testing and observation are conducted on-site by a state certified geotechnical engineer during any excavation and earthwork activities to ensure that recommendations provided in the Project Geotechnical Report are implemented where applicable.</u>	GP	ECD
Hazardous Materials			
D-1	<u>The applicant shall implement the RWQCB-approved SMP environmental risk management protocols under RWQCB oversight during the Project.</u>	C	ECD
D-2	<u>COPCs encountered at the Property in soil and soil gas during the Project and implementation of the SMP shall be investigated, and concentrations of COPCs determined to be above the Property-specific criteria listed in the SMP will be remediated as part of the Project in accordance with the SMP approved by the RWQCB.</u>	C	ECD
D-3	<u>Groundwater is not expected to be encountered during work activities associated with the Project. Groundwater on the Property, if discovered during the Project to contain COPCs, will be addressed as required by the RWQCB.</u>	C	ECD
D-4	<u>Former oil and gas wells at the Property shall be located and inspected per DOGGR guidelines. Reabandonment of wells shall be in accordance with the DOGGR statute.</u>	C	ECD

D-5	Prior to the issuance of any demolition permit by the City of Inglewood, the Project applicant will submit to the City of Inglewood proof of certification from its selected contractor showing qualification to handle asbestos and lead-based paint. Removal and remediation actions shall be undertaken in conformance with the regulations of the SCAQMD and the State of California, Division of Occupational Health and Safety.	DP	ECD
D-6	Any COPC-containing soil stockpiled at the Project site shall be stored in accordance with the SMP approved by the RWQCB and in such a manner that underlying soils are not cross-contaminated. This could be accomplished by the use of plastic sheeting placed under and on top of the stockpiled materials, or other suitable methods as determined by the Project contractor. The management, treatment, or disposal of such material shall comply with all federal, state, and local regulations related to hazardous waste, as applicable. All stockpiled materials shall be protected in order to prevent materials from being washed into storm drains. In accordance with the Project stormwater pollution prevention plan ("SWPPP").	C	ECD
D-7	Handling and removal of hazardous materials will comply with federal, state and local regulations, which include requirements for disposal of hazardous materials at facilities licensed to accept such waste.	C	ECD
Cultural Resources			
E-1	Prior to demolition occurring on the Project site, the Project applicant should (i) take steps to protect the Hollywood Gold Cup/Swaps monument, so that it later can be relocated on the Project site and (ii) permit the donation of the Native Driver monument to the Del Mar racetrack.	DP	ECD
E-2	Should any unknown archaeological materials be encountered during the course of the project development, construction activities shall be halted in the area of discovery to allow the monitor to determine the significance of such materials. The services of a professional archaeologist shall be secured to assess and evaluate the impact upon any significant archaeological resources and make recommendations to the Director of Economic and Community Development. Copies of any archaeological surveys, studies or reports documenting any archaeological resources found or recovered on site shall be submitted to the South Central Coastal Information Center, California Historical Resources Information System, California State University, Fullerton, Department of Anthropology.	C	ECD
E-3	In the event of the unlikely accidental discovery or recognition of any human remains during construction, the following steps should be taken: There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until: (A) the Los Angeles County Coroner is contacted to determine that no investigation of the cause of death is required, and (B) if the Coroner determines the remains to be Native American the Coroner shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall notify the person or persons it believes to be the most likely descended from the deceased Native American. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code section 5097.98 and in accordance with California Health and Safety Code Section 7050.5. Excavation and/or earthwork activities may continue in other areas of the Project Site that are not reasonably suspected to overlie adjacent remains or cultural resources.	C	ECD
E-4	If any paleontological materials are encountered during the course of the Project development, development shall be halted in the area of discovery and the services of a paleontologist shall be secured by contacting the Center for Public Paleontology - USC, UCLA, Cal State Los Angeles, Cal State Long Beach, or the Los Angeles County Natural History Museum to assess the resources and evaluate the impact. Copies of the paleontological survey, study or report shall be submitted to the Los Angeles County Natural History Museum.	C	ECD
Hydrology / Water Quality			
E-1	Hydrologic source controls will include minimizing runoff from impervious surfaces by routing flows to the Arroyo and Lake Park and using bioretention and other vegetated treatment control BMPs to reduce runoff volumes through evapotranspiration and infiltration.	E-I	PW
E-2	Native and/or climate-appropriate vegetation will be utilized in at least 50% of the developed landscaped areas.	PP, BP	ECD, PR
E-3	The Project's stormwater management system will include the use of the vegetated treatment BMPs, including the Arroyo and Lake Park, as well as parking lot bioretention areas and vegetated swales.	E-I	ECD, PR
E-4	Treatment control BMPs will be selected to address the pollutants of concern for the Project (see Appendix F-3 to the 2009 EIR). These treatment BMPs for the Project include the Arroyo swale, Lake Park, vegetated BMPs, and catch basin inserts. These BMPs are designed to minimize discharge of pollutants to the Maximum Extent Practicable. Types of treatment control BMPs that will be employed include swales, bioretention areas, catch basin media filtration units, and a wet pond system (e.g., Lake Park).	E-I	PW
E-5	The Project will include numerous source controls, including education programs, animal waste bag stations, street sweeping and catch basin cleaning, an Integrated Pest Management Program per the LAUSD standards for common area landscaping in commercial and multi-family residential areas, use of native and/or non-invasive vegetation, product substitution to minimize zinc and copper roofing materials, and directing runoff to vegetated areas.	OPS	ECD
E-6	An education program will be implemented that includes both the education of residents and commercial businesses regarding water quality issues. Topics will include services that could affect water quality, such as carpet cleaners and others that may not properly dispose of cleaning wastes; community car washes (e.g., fund raisers); and residential car washing. The education program will emphasize animal waste management, such as the importance of cleaning up after pets and not feeding pigeons, seagulls, ducks, and geese.	OPS	ECD
E-7	The Arroyo swale will be designed to safely convey storm flows without scouring the bottom, eroding banks, or re-suspending sediment.	E-I	PW
E-8	All shorelines within Lake Park will be landscaped and maintained to prevent erosion.	OPS	ECD
E-9	All storm drain inlets and water quality inlets will be stenciled or labeled.	BP, OPS	ECD
E-10	"No Dumping" signs will be posted around the Arroyo and Lake Park and any other locations that appear prone to illicit dumping.	BP, OPS	ECD
E-11	The property owner will maintain stencils and signs described in E-9 and E-10.	OPS	ECD
E-12	Pesticides, fertilizers, paints, and other hazardous materials used for maintenance of common areas, parks, commercial areas, and multifamily residential common areas will be kept off-site or in	OPS	ECD

	enclosed storage areas.		
F-13	All trash containers will be covered to prevent contact with stormwater.	OPS	ECD
F-14	The property owner or a Landscape Maintenance District will be responsible for operations and maintenance of the Arroyo, Lake Park, vegetated BMPs, and catch basin media filtration BMPs. Maintenance will be in accordance with a maintenance manual approved by the Economic and Community Development Director.	OPS	ECD
F-15	Stormwater treatment facilities will be designed to meet or exceed the sizing requirements of the 2014 LA County LID Standards Manual.	GP	PW
F-16	Volume-based treatment control BMPs for the Project (i.e., Lake Park, vegetated volume-based BMPs) will be designed to capture the required portion of the overall Stormwater Quality Design volume pursuant to the 2014 LA County LID Standards Manual.	GP	PW
F-17	Flow-based BMPs (e.g., the Arroyo, vegetated flow-based BMPs) will be sized to handle the Stormwater Quality Design volume pursuant to the 2014 LA County LID Standards Manual.	GP	PW
F-18	As portions of the site are designed, the size of the facilities will be finalized during the design stage for that portion of the Project by the Project engineer through the submission of a final hydrology study, which will be approved by the City of Inglewood prior to issuing the grading permit(s) to confirm compliance with the 2014 LA County LID Standards Manual.	GP	PW
F-19	The structural BMPs in the stormwater treatment system will be configured to achieve treatment in multiple BMP facilities for the majority of the developed areas. This "treatment train" approach provides more reliable and consistent pollutant removal.	GP	PW
F-20	Loading dock areas will be covered or designed to minimize runoff and will include catch basin inserts or other appropriate treatment control BMPs, as determined by a licensed engineer, for treating the Stormwater Quality Design volume prior to discharging to the storm drain system.	BP	ECD
F-21	Direct connections to storm drains from depressed loading docks (truck wells) will be prohibited.	BP	ECD
F-22	Loading docks shall be kept in a clean and orderly condition through weekly sweeping and litter control at a minimum, and immediate cleanup of spills and broken containers without the use of water.	OPS	ECD
F-23	Commercial areas will not have repair/maintenance bays, or the bays will comply with design requirements to minimize potential of adverse water quality impacts.	BP	ECD
F-24	Areas for washing/steam cleaning of vehicles will be self-contained or covered with a roof or overhang; will be equipped with wash racks and with the prior approval of the sewerage agency will be equipped with a clarifier or other pretreatment facility; and will be properly connected to a sanitary sewer.	BP	ECD
F-25	Retail gasoline outlets or fueling areas will not be included in the Hollywood Park redevelopment.	PP	ECD
F-26	Automotive repair shops will not be included in the Hollywood Park redevelopment.	PP	ECD
F-27	Where technically and commercially feasible, commercial and multifamily parking lots will incorporate vegetated swales or bioretention facilities located in islands or perimeter landscaped areas to promote filtration and infiltration of runoff.	GP	ECD
F-28	Catch basin inserts or media filter vaults will be used to treat parking lot runoff from all areas not treated by vegetated BMPs.	C of O	ECD
F-29	Treatment of runoff in bioretention (or vegetated swales) and catch basin inserts will be used to address oil and petroleum hydrocarbons from high-use parking lots.	C of O	ECD
F-30	Mosquito fish will be introduced into the pond to naturally control the population of mosquitoes and midges.	OPS	ECD
F-31	The Project shall be implemented in compliance with the RWQCB's General Waste Discharge Requirements (WDRs) under Order No. R4-2014-0141, NPDES No. CAG994004 governing construction-related dewatering discharges within the Project site.	GP	ECD
F-32	The Project will prohibit the use of building materials, such as roofing/gutter materials, that are high in copper and zinc.	BP	ECD
F-33	The Project operator shall remove all trash and debris associated with Stadium events. Cleanup shall commence within 24 hours of an event at the Stadium and shall include all areas where patrons are directed to park and where tailgating is authorized by the Hollywood Park Specific Plan. Cleanup shall be conducted to the satisfaction of the Inglewood Public Works Department.	OPS	PW
F-34	All waste shall be disposed of properly. Appropriately labeled recycling bins shall be used to recycle construction materials including: solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and vegetation. Non-recyclable materials/wastes shall be taken to an appropriate landfill. Toxic wastes shall be discarded at a licensed regulated disposal site.	C, OPS	ECD
F-35	Leaks, drips and spills shall be cleaned immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.	C	ECD
F-36	Hosing down of pavement at material spills shall be prohibited. Dry cleanup methods shall be used whenever possible.	C	ECD
F-37	Dumpsters shall be covered and maintained. Uncovered dumpsters shall be placed under a roof or covered with tarps or plastic sheeting.	C	ECD
F-38	Gravel approaches shall be used where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.	C	ECD
F-39	All vehicle/equipment maintenance, repair, and washing shall be conducted away from storm drains. All major repairs shall be conducted off-site. Drip pans or drop clothes shall be used to catch drips and spills.	C	ECD
F-40	Prior to issuance of any grading or building permit, a SWPPP shall be prepared for the Project. The SWPPP shall identify BMPs to be implemented in accordance with the General Construction Permit issued by the RWQCB.	GP, BP	ECD
F-41	At a minimum, the Project shall meet the requirements for retention and treatment of stormwater runoff pursuant to the 2014 LA County LID Standards Manual. A signed certificate from a California licensed civil engineer or licensed architect that the proposed BMPs meet this numerical threshold standard shall be required.	E-I	PW
F-42	The Project shall be designed such that overall post-development peak stormwater runoff discharge rates shall not exceed the estimated pre-development rate for developments where the increased peak stormwater discharge rate will result in increased potential for downstream erosion. A signed certificate from a California licensed civil engineer to confirm that the Project is designed in such a manner shall be required.	E-I	PW

F-43	Appropriate erosion control and drainage devices shall be incorporated, such as interceptor terraces, berms, vee-channels, and inlet and outlet structures. Outlets of culverts, conduits or channels shall be protected from erosion by discharge velocities by installing rock outlet protection (Rock outlet protection is a physical device composed of rock, grouted riprap, or concrete rubble placed at the outlet of a pipe.). Sediment traps shall be installed below the pipe-outlet. Outlet protection shall be inspected, repaired, and maintained after each significant rain.	C	ECD
F-44	Potentially hazardous materials with the potential to contaminate stormwater shall be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar structure; or (2) protected by secondary containment structures such as berms, dikes, or curbs.	C	ECD
F-45	Storage areas for hazardous materials shall be paved and sufficiently impervious to contain leaks and spills.	C	ECD
F-46	Storage areas for hazardous materials shall have a roof or awning to minimize collection of stormwater within the secondary containment area.	PP	ECD
F-47	Runoff shall be treated prior to release into the storm drain. Three types of treatments are available: (1) dynamic flow separator; (2) filtration and (3) infiltration. Dynamic flow separator uses hydrodynamic force to remove debris, and oil and grease, and is located underground. Filtration utilizes catch basins with filter inserts. Infiltration methods are typically constructed on-site and are determined by various factors such as soil types and groundwater table. If utilized, filter inserts shall be inspected every six months and after major storms, and cleaned at least twice per year.	E-I	ECD
F-48	To address trash and debris and petroleum hydrocarbons, sufficient swales or bioretention areas (i.e., vegetated BMPs) and other stormwater quality design measures will be used in all parking lots to meet the requirements of the 2014 LA County LID Standards Manual	PP, BP	ECD
Noise			
G-1	All construction equipment shall be equipped with mufflers and other suitable noise attenuation devices.	C	ECD
G-2	As feasible, grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment).	C	ECD
G-3	As feasible, equipment staging areas shall be located away from sensitive receptors.	C	ECD
G-4	A perimeter wall is already present between the Project site and the residential development to the east (Renaissance). The Project applicant shall not remove this wall, unless replaced by a wall of at least the same height and length and with an equal or better design.	C	ECD
G-5	All residential units located within 500 feet of the construction site shall be sent a notice regarding the construction schedule of the Project. A sign, legible at a distance of 50 feet, shall also be posted at high visibility areas on the construction site. All notices and signs shall indicate the dates and duration of construction activities, as well as a telephone number where residents can inquire about the construction process and register complaints.	C	ECD
G-6	A "noise monitoring coordinator" shall be established. The monitoring coordinator shall be responsible for responding to any local complaints about construction noise. The monitoring coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and use reasonable measures to mitigate the problem, if feasible. All notices that are sent to residential units within 500 feet of the construction site and all signs posted at the construction site shall list the telephone number for the monitoring coordinator. The coordinator shall maintain a 24-hour noise hotline to document all complaints. All complaints shall be responded to within 48 hours.	C, OPS	ECD
G-7	The operation of the stadium shall comply with the provisions of Article 2 (Noise Regulations) of Chapter 5 of the Inglewood Municipal Code.	OPS	ECD
G-8	The use of vibratory rollers within 150 feet, or impact pile driving within 320 feet, of the Forum property line shall be limited to time periods that do not coincide with events occurring at the Forum.	C	ECD
G-9	Prior to the issuance of building permits, the Project applicant shall utilize an acoustical engineer to demonstrate to the City of Inglewood that the 45dBA interior noise standard has been achieved at residential dwelling units within the Project boundaries, as measured on a typical day, and not with respect to special events at the Stadium.	BP	ECD
G-10	All rooftop mechanical equipment shall be enclosed or screened from view from public streets with appropriate screening walls.	C of O	ECD
G-11	Firework Shows shall be limited to a maximum of 15 events per year, and each event shall not exceed 20 minutes in duration. All such events shall comply with FAA regulations. For purposes of this mitigation measure, Firework Shows shall be defined as a single, coordinated pyrotechnic display continuing for an uninterrupted period of time lasting longer than five minutes and involving pyrotechnic devices that reach more than 100 feet above the Stadium playing field. Separate from the foregoing limit on Firework Shows, the isolated use of pyrotechnic devices during Stadium events shall be allowed.	OPS	ECD
G-12	Loading dock and trash/recycling areas for the Stadium shall be located in the subterranean level, which shall preclude noise from this source at exterior locations.	BP	ECD
G-13	The Project's in-house sound system (including the Stadium and music for retail areas, if any) shall utilize a state of the art distributed speakers system capable of aiming the sound toward the seating areas, or other intended areas within the Project, to minimize sound spillage to the exterior of the Project.	C	ECD
G-14	Building mechanical / electrical equipment shall be designed such that it will not cause an increase in sound levels at any Off-Site residence of 3dBA or greater above the Base Ambient Noise Level.	BP	ECD
Land Use Planning			
H-1	The Project shall be developed in accordance with the Development Standards and Design Guidelines of the Hollywood Park Specific Plan.	PP, BP	ECD
H-2	The Project shall be developed in accordance with the provisions set forth under the Hollywood Park Specific Plan, including the final adopted version(s) of the Land Use Plan and Building Height Limit Map.	PP, BP	ECD
H-3	The applicant shall provide notice to the FAA in accordance with the applicable requirements of the Code of Federal Regulations, Title 14, Part 77, Subpart B.	BP	ECD
H-4	Proposed residential uses, including those that fall within the Airport Influence Area's 65 dBA CNEL contour, shall be developed in a manner that achieves a 45 dBA interior noise level, as measured on a typical day, and not with respect to special events at the Stadium. A qualified noise consultant shall complete an exterior to interior noise during the ministerial building permit stage in conformance with the California Building Code, Title 24, Section 1207 to ensure that interior noise levels are at or below 45 dBA CNEL, and are compliant with this mitigation measure.	BP	ECD
H-5	The Project Applicant shall develop a Migratory Bird Management Plan, in consultation with the Los Angeles World Airport, to manage the potential population of birds at the lake in Lake Park.	GP	ECD

	<u>Arroyo Park, and all other reasonably likely attractions for birds (e.g., trash enclosures, food establishments, etc.). The Plan shall be approved by the City prior to commencement of the first grading contract to create the lake. The Plan shall be implemented through the required CC&Rs for the Project.</u>		
Water Supply and Availability			
<u>I-1</u>	<u>The applicant shall lease or convey to the City its sufficient adjudicated pumping rights to cover any projected project related water supply deficit up to a maximum of Hollywood Park Land Company's adjudicated right in the West Coast Basin (i.e., 282 AF/yr).</u>	<u>OPS</u>	<u>PW</u>
<u>I-2</u>	<u>The applicant shall ensure all toilets installed within the project will be high efficiency models.</u>	<u>BP</u>	<u>ECD</u>
<u>I-3</u>	<u>The applicant shall ensure all urinals installed within the project will be high efficiency models, or shall be waterless.</u>	<u>BP</u>	<u>ECD</u>
<u>I-4</u>	<u>The applicant shall ensure shower fixtures shall be limited to one showerhead per shower stall, and shall have a flow rate of no more than 2 gallons per minute.</u>	<u>BP</u>	<u>ECD</u>
<u>I-5</u>	<u>Low-flow faucets for public locations shall be installed within the Stadium with a maximum flow rate of 0.5 gallon per minute. Low-flow faucets will be of a self-closing design (i.e., that would automatically turn off when not in use). Prep and Service Faucets with low-flow aerators that use 1.8 gallons per minute in lieu of the standard 2.2 gallons per minute shall be installed.</u>	<u>BP</u>	<u>ECD</u>
<u>I-6</u>	<u>The applicant shall ensure any residential dishwashers provided on site will be high efficiency dishwashers (Energy Star rated).</u>	<u>BP</u>	<u>ECD</u>
<u>I-7</u>	<u>The applicant shall ensure residential domestic water heating systems will be located in close proximity to point(s) of use; and shall use tankless and on-demand water heaters, as the Project contractor determines is commercially feasible.</u>	<u>BP</u>	<u>ECD</u>
<u>I-8</u>	<u>The applicant shall ensure the on-site irrigation system will include the following requirements:</u> <u>(a) Weather-based irrigation controller with rain shutoff;</u> <u>(b) Flow sensor and master valve shutoff (large landscapes);</u> <u>(c) Matched precipitation (flow) rates for sprinkler heads;</u> <u>(d) Drip/microspray/subsurface irrigation where appropriate;</u> <u>(e) Proper hydro-zoning, turf minimization and use of native/drought tolerant plant materials; and</u> <u>(f) Use of landscape contouring to minimize precipitation runoff.</u>	<u>OPS</u>	<u>ECD</u>
<u>I-9</u>	<u>The applicant shall ensure the Project will provide individual metering or submetering and billing for water use for all dwelling units where feasible.</u>	<u>BP</u>	<u>ECD</u>
<u>I-10</u>	<u>The applicant shall ensure that the Project will utilize recycled water for appropriate end uses (irrigation).</u>	<u>BP</u>	<u>ECD</u>
<u>I-11</u>	<u>The applicant shall comply with the 2014 LA County LID Standards Manual and shall encourage implementation of BMPs that have stormwater recharge or reuse benefits.</u>	<u>C</u>	<u>ECD</u>
<u>I-12</u>	<u>The Project shall use an artificial playing surface for the proposed Stadium playing field.</u>	<u>OPS</u>	<u>ECD</u>
Solid Waste			
<u>J-1</u>	<u>As part of the Project's sustainability goals, the Project Applicant will develop and implement a construction waste management plan that identifies the materials to be diverted from disposal and whether the materials will be sorted on-site or commingled on-site during the construction process.</u>	<u>C</u>	<u>ECD</u>
<u>J-2</u>	<u>The Project shall follow all applicable City of Inglewood policies related to curbside collection and recycling programs.</u>	<u>OPS</u>	<u>ECD</u>
<u>J-3</u>	<u>The Project shall recycle construction and demolition waste.</u>	<u>C</u>	<u>ECD</u>
<u>J-4</u>	<u>All leases and vendors on the Project site shall be prohibited from serving or packaging to-go food materials in nonbiodegradable polystyrene (i.e., Styrofoam) materials.</u>	<u>OPS</u>	<u>ECD</u>
Public Services – Police and Fire Services			
<u>K.1-1</u>	<u>The Project shall include the construction of a police substation ("police storefront facility") within the Mixed-Use or Sports and Entertainment land use area. Construction of said facility shall be completed prior to issuance of the first final certificate of occupancy for any of the buildings within the Hybrid Retail Center.</u>	<u>C of O</u>	<u>ECD</u>
<u>K.1-2</u>	<u>As part of the Stadium's ongoing operations, the operator shall develop, and update annually, a Construction and Stadium Operations Plan ("SOP"). The SOP shall incorporate all of the following elements: (a) the Public Safety Management Plan required by Section 7.1.1 of the Development Agreement; (b) the Parking Operations Plan provided for in Section 7.1.1 of the Development Agreement, which shall specifically include the requirements of mitigation measures L-59, M-2 and M-3; (c) a tentative annual event schedule and noise management plan; (d) a tailgating management plan; and, during construction phases of the Project, (e) a Construction Traffic Control/ Management Plan in accordance with K.1-5 and (f) a Construction Security and Safety Management Plan in accordance with K.1-4. The SOP shall be developed and updated in consultation with qualified experts. The operator shall coordinate with the IPD, the Fire Department, and the Economic and Community Development Department, and shall receive input from the noise monitoring coordinator.</u>	<u>a-d = OPS</u> <u>e & f = BP</u>	<u>ECD</u>
<u>K.1-3</u>	<u>As a component of the SOP, the Project operator shall annually develop a tailgating management plan designed to achieve compliance with the tailgating rules provided in the Hollywood Park Specific Plan. Such requirements, as they may be modified from time to time as provided for in the Specific Plan, shall address operational concerns surrounding tailgating, including, but not limited to: litter avoidance and removal, security patrols, provisions of healthcare response units, space management, prevention of alcohol-related issues, and prevention of noise impacts on surrounding communities.</u>	<u>Stadium C of O</u>	<u>ECD</u>
<u>K.1-4</u>	<u>As a component of the SOP, during all phases of Project construction, the applicant shall prepare a Construction Security and Safety Management Plan that provides for the following safety features, for the benefit of members of the general public, construction workers, and nearby schools. These safety measures shall be implemented and maintained throughout the construction period.</u> <u>(a) The Project contractor(s) shall erect temporary fencing around the Project site during construction activities to secure the Project site and discourage trespassing, vandalism, and attractive</u>	<u>BP, C</u>	<u>ECD</u>

	<p>nuisances.</p> <p><u>(b) The Project contractor(s) shall employ security lighting to deter any potential criminal activity. Construction materials should not be accessible to the public during non-construction hours.</u></p> <p><u>(c) Detour and other signs should be clearly marked, positioned and secured.</u></p> <p><u>(d) All open hazardous areas, such as trenches, must be secured.</u></p> <p><u>(e) All discarded debris should be secured during construction.</u></p> <p><u>(f) A private security service shall patrol the site during non-construction hours.</u></p> <p><u>(g) Construction managers and personnel shall be trained in emergency response and fire safety operations.</u></p> <p><u>(h) Fire suppression equipment specific to Project construction shall be maintained on the construction sites in accordance with OSHA and Fire Code requirements, and Fire Inspectors shall be assigned to the site, as needed.</u></p> <p><u>(i) Project contractors shall maintain safe and convenient pedestrian routes to IUSD schools at all times during construction. The contractor shall provide for crossing guards when construction-related activities may impact designated school crossings.</u></p> <p><u>(j) The Project contractor shall maintain ongoing communication with school administration staff at affected schools, and shall provide sufficient notice to forewarn students and parents / guardians when existing pedestrian and vehicle routes to schools may be impacted.</u></p> <p><u>(k) Staging or parking of construction-related vehicles, including worker transport vehicles, shall not be allowed adjacent to school sites during school operating hours.</u></p>		
K.1-5	<u>Prior to construction, and as a component of the SOP, the applicant shall prepare a Construction Traffic Control/Management Plan to minimize the effects of construction on vehicular and pedestrian circulation in the area of the Project site. This plan shall identify parking locations for construction workers on the Project site so as not to affect parking in adjacent neighborhoods.</u>	BP	ECD
K.1-6	<u>The applicant shall file all building plans with the IPD. Plans shall include access routes, floor plans, and any other additional information that might facilitate prompt and efficient police response.</u>	C of O	IPD
K.1-7	<u>The applicant shall install alarms, security cameras, and or/locked doors on doorways providing public access to commercial facilities.</u>	C	ECD
K.1-8	<p><u>The Project Applicant shall develop and implement a Site Security Plan in consultation with the IPD, outlining the security services and site-design features to be provided in conjunction with the Project. The plan shall be coordinated with the IPD and a copy of said plan shall be filed with the IPD. Said Site Security Plan may include some or all of the following components:</u></p> <p><u>(a) Surveillance.</u></p> <p><u>(b) Landscaping:</u></p> <p><u>i. Low growing plants (thorny) under windows of commercial buildings excluding retail windows/storefronts.</u></p> <p><u>ii. Shrubbery should be limited to a maximum height of 2-3 feet near windows and entrances.</u></p> <p><u>iii. Trees should be thinned on top and width to allow natural and security lighting through them, discourage concealment, and maximize public / police visibility.</u></p> <p><u>iv. Trees should not be adjacent to roofs or wall areas that can act as a natural ladder for burglars.</u></p> <p><u>v. Placements of substantial low barriers, such as evergreen hedges, can be used to create more formidable obstacles to potentially vulnerable areas and be part of Territoriality reinforcement and natural access control.</u></p> <p><u>vi. Use open landscaping and see-through fencing instead (when applicable) of solid walls for boundaries where privacy or environmental noise mitigation is not needed.</u></p> <p><u>(c) Lighting:</u></p> <p><u>i. In addition to appropriate Project site lighting, include appropriate lighting on parking areas, sidewalks / streets, pedestrian paths.</u></p> <p><u>ii. Light should be consistent to reduce contrast between shadows and to illuminate areas to discourage concealment.</u></p> <p><u>iii. Lighting should not be blocked by trees or other landscaping.</u></p> <p><u>iv. All lighting fixtures should include appropriate vandal-proof protective grating covering.</u></p> <p><u>v. Consider LED or metal H.I.D. (High Intensity Discharge), metal halide wall packs and landscape down lights for energy costs, whiter lighting and safety features.</u></p> <p><u>(d) Physical Security:</u></p> <p><u>i. Commercial windows and doors should not be obstructed by signs, displays, plants, etc. (other than signs typically associated with retail uses) in order to provide maximum visibility for police and public observations.</u></p> <p><u>ii. Use open or see-through structures for exterior stairways, walkways, sitting areas, parking spaces, etc.</u></p> <p><u>iii. Eliminate potential hiding or entrapment spots.</u></p> <p><u>iv. Locate ATMs, pay phones and bike racks in well-lighted and visible areas to the public.</u></p> <p><u>v. Where appropriate, install emergency phones, alarms or intercoms in convenient locations for public assistance.</u></p> <p><u>vi. Do not place heavy objects (trash and cigarette containers) near exterior glass ingresses as they can be used against the glass to gain entry.</u></p> <p><u>vii. Locate ATMs in front of banks or well-lit and visible public areas.</u></p> <p><u>(e) Access Control:</u></p> <p><u>i. Control or eliminate public access to warehouse, storage and service areas.</u></p> <p><u>ii. Control and monitor employee keys, entry cards or access codes.</u></p>	PP	ECD

	<p>iii. <u>Make signs legible and unambiguous. Use symbol signs where possible, to discourage access to dangerous areas, exits, emergency assistance, etc.</u></p> <p>iv. <u>Design addresses for emergency visibility and access locations. Businesses may consider roof addresses for emergency aerial personnel.</u></p> <p>v. <u>Design public amenities to discourage misuse, such as shape benches to be comfortable for sitting, but not for sleeping. Roughen or install breaks in low walls, curbs and smooth surfaces to discourage skateboarding.</u></p> <p>vi. <u>Design curb blocks to each commercial parking lot space to discourage vehicle racing and gathering of unauthorized vehicles during closing hours.</u></p> <p>vii. <u>Install steel grating to any roof opening to deny criminal entry.</u></p> <p>viii. <u>Storage or trash areas should be secured at all times to reduce the potential for encampments, vandalism and subjects or employees to hide stolen items from the stores.</u></p> <p>ix. <u>Alarms, CCTVs, intrusion detectors and security guards can be based on the future identifications of commercial buildings.</u></p> <p>x. <u>The use of planters can help control access to a semi-private outdoor dining area from a public area, such as a parking lot.</u></p> <p>(f) <u>Territoriality:</u></p> <p>i. <u>Define clear boundaries to storage areas, private / public areas through signs, gates, landscaping and pavement treatment, such as tiles and cobblestones.</u></p> <p>ii. <u>Residential and commercial buildings should be marked and clearly visible on all sides and roofs with appropriate building identification and address numbers.</u></p> <p>iii. <u>Loading areas should not create dead-end alleys or blind spots.</u></p> <p>(g) <u>Target Hardening and Maintenance:</u></p> <p>i. <u>Exterior door hardware should be a minimum of 40 inches from adjacent windows.</u></p> <p>ii. <u>Consider Astride covers for locks.</u></p> <p>iii. <u>Consider security film for windows to deter vandalism and graffiti.</u></p> <p>iv. <u>Avoid loose rocks in landscaping.</u></p>		
K.1-9	The applicant shall implement an on-site security plan in consultation with the Inglewood Police Department to provide a safe and secure environment within the proposed parks. The parks shall be designed and constructed in a manner that minimizes dead spaces and concealed areas. Low-level directional security lighting shall be provided to increase visibility for security personnel and passersby.	PP (for each park)	IPD
K.1-10	Throughout the demolition and construction process, Fire Department access shall remain clear and unobstructed at all times.	C	ECD, FD
K.1-11	All Project contractors shall implement good housekeeping procedures during demolition and construction of the Project, including maintaining mechanical equipment in good operating condition; proper storage of flammable materials in appropriate containers; and the immediate and complete cleanup of spills of flammable materials when they occur.	C	FD
K.1-12	The Project shall comply with all applicable code and ordinance requirements for construction, access, water mains, fire flow and hydrants. Specific fire and life safety requirements for the construction phase will be addressed at the building fire plan check.	C	FD
K.1-13	Final fire flows shall be determined by the Los Angeles County Fire Department. Fire flow of up to 5,000 gallons per minute (gpm) at 20 pounds per square inch residual pressure for a five-hour duration may be required or as determined based on building size, building relationships, proximity to property lines and types of construction.	BP	FD
K.1-14	Fire hydrant spacing shall be 300 feet and shall meet the following requirements: 1. No portion of the lot frontage shall be more than 200 feet via vehicular access from a public fire hydrant. 2. No portion of the building shall exceed 400 feet via vehicular access from a properly spaced public fire hydrant.	E-I	PW
K.1-15	As a component of the SOP, the Public Safety Management Plan shall include, at minimum: (a) A first-responder interoperability communications plan to facilitate communication between the IPD, the Fire Department, and other regional response agencies; (b) An accounting of personnel, equipment, and facilities requirements and provision for event-day deployment of personnel and equipment in a manner that is appropriate to the type and size of events at the Stadium and is consistent with measures undertaken for other large attendance venues; (c) If required by the Public Safety Management Plan, the project operator shall provide an ambulance station or parking area with adequate resources for basic life support and advanced life support at all Stadium events with an expected attendance of greater than 5,000 attendees; and (d) Ensure that fire inspectors are assigned to the Stadium, as needed, in preparation for major events.	OPS	IPD, ED, ECD
Public Services – School Services			
K.2-1	Pursuant to Government Code Section 65995, the applicant shall pay the developer fees at the time building permits are issued; payment of the adopted fees would provide full and complete mitigation of school impacts. Alternatively, the applicant may enter into a school mitigation agreement with the appropriate school district to address mitigation to school impacts. The agreement shall be mutually satisfying and shall establish financing mechanisms for funding facilities to serve the students from the Project. If the applicant and affected school district do not reach a mutually satisfactory agreement, then project impacts would be subject to developer fees.	BP	ECD
Public Services – Parks and Recreation			
K.3-1	The Project shall include the construction of approximately 25 acres of parks, open space and recreational facilities within the Specific Plan Area in accordance with the Hollywood Park Specific Plan.	EM	ECD

K-3-2	For those areas that are proposed for general public access (i.e., facilities that are not intended exclusively for Project residents), the park and open space areas shall be maintained by the property owner, with public access during daylight hours only.	OPS	ECD
Traffic			
L-1	Prairie Avenue/Arbor Vitae Street: Widen and restripe the northbound Prairie Avenue approach to provide an exclusive right-turn lane. The resultant lane configurations on the northbound Prairie Avenue approach will be one left-turn lane, three through lanes, and one right-turn only lane. In addition, restripe the eastbound Arbor Vitae Street approach within the existing pavement width to provide one left-turn lane and one shared through/right-turn lane. Also, provide one left-turn lane, one through lane, and one right-turn only lane on the westbound approach. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.	Stadium Event	PW
L-2	Prairie Avenue/Hardy Street: Widen and restripe the northbound Prairie Avenue approach to provide an exclusive right-turn lane. The resultant lane configurations on the northbound Prairie Avenue approach will be one left-turn lane, three through lanes, and one right-turn only lane. In addition, widen and restripe the eastbound Hardy Street approach within the existing right-of-way to provide one left-turn lane and one shared through/right-turn lane. Also, provide one left-turn lane, one left-turn/through lane, and one right-turn only lane on the westbound approach. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.	Stadium Event	PW
L-3	Prairie Avenue/Century Boulevard: Widen and restripe the westbound Century Boulevard approach along the north side to provide an exclusive right-turn lane. In addition, modify the traffic signal to provide a westbound right-turn overlapping phase to be operated concurrently with the southbound left-turn phase.	Stadium Event	PW
L-4	Carlton Drive/Pincay Drive: Provide one left-turn lane and one right-turn lane on the northbound approach to the Carlton Drive/Pincay Drive intersection. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.	Stadium Event	PW
L-5	Doty Avenue/Century Boulevard: Restripe the northbound Doty Avenue approach within the existing pavement width to provide one left-turn lane and one shared through/right-turn lane. In addition, provide one left-turn lane, one left-turn/through lane, and one right-turn only lane on the southbound approach. Also, widen and restripe the westbound Century Boulevard approach to provide an exclusive right-turn lane. The resultant lane configurations on the westbound Century Boulevard approach will be one left-turn lane, three through lanes, and one right-turn only lane. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.	Stadium Event	PW
L-6	Yukon Avenue/Century Boulevard: Restripe the northbound Yukon Avenue approach within the existing pavement width to provide one left-turn lane, one left-turn/through/right-turn lane, and one right-turn lane. In addition, provide one left-turn lane, one through lane, and one right-turn only lane on the southbound approach. Also, widen and restripe the westbound Century Boulevard approach to provide an exclusive right-turn lane. The resultant lane configurations on the westbound Century Boulevard approach will be one left-turn lane, three through lanes, and one right-turn only lane. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection.	Stadium Event	PW
L-7	Proposed Signalized Driveway/Century Boulevard: Install a traffic signal at the proposed private driveway, to be located approximately 600 feet east of Doty Avenue, to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection. Provide one left-turn lane and one right-turn only lane on the southbound approach to the Century Boulevard intersection. In addition, widen and restripe the westbound Century Boulevard approach to provide an exclusive right-turn lane. The resultant lane configurations on the westbound Century Boulevard approach will be three through lanes and one right-turn only lane.	Stadium Event	PW
L-8	Prairie Avenue/97th Street: Widen and restripe the northbound Prairie Avenue approach to provide an exclusive right-turn lane. The resultant lane configurations on the northbound Prairie Avenue approach will be one left-turn lane, three through lanes, and one right-turn only lane. In addition, widen and restripe the eastbound 97th Street approach within the existing right-of-way to provide one left-turn lane and one shared through/right-turn lane. Also, provide one left-turn lane and one shared through/right-turn lane on the westbound approach. Install a traffic signal at this intersection to accommodate 97th Street and the project access road and serve all vehicular and pedestrian movements at the intersection.	Stadium Event	PW
L-9	La Cienega Boulevard Northbound Ramp at Slauson Avenue (County of Los Angeles): To the extent that (1) the County of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles County determines to approve the implementation of the following improvements, the Project applicant shall contribute \$64,800 (calculated as 5.4% of the total estimated cost of the following improvements): South approach: Two left-turn lanes and one shared through/right-turn lane instead of one left-turn lane and one shared through/left/right-turn lane.	Stadium Event	PW
L-10	La Brea Avenue/Centinel Avenue (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-11	La Brea Avenue/Florence Avenue (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-12	La Brea Avenue/Century Boulevard (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-13	Prairie Avenue/Florence Avenue (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-14	Crenshaw Boulevard/Manchester Boulevard (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-15	Crenshaw Boulevard/Century Boulevard (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. In addition, widen the west side of Crenshaw Boulevard north of Century Boulevard by approximately seven feet for a distance of 145 feet (within the existing public right-of-way) and restripe to provide a southbound right-turn-only lane. The resultant southbound approach lane configuration would provide one left-turn lane, three through	Stadium Event	PW

	lanes, and one right-turn only lane. The existing traffic signal will be modified to provide a southbound right-turn overlapping phase to be operated concurrently during the eastbound left-turn phase.		
L-16	<u><i>Centinela Avenue/Florence Avenue (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-17	<u><i>I-405 Northbound Ramps/Century Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-18	<u><i>Inglewood Avenue/Century Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-19	<u><i>Prairie Avenue/Century Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-20	<u><i>Doty Avenue/Century Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-21	<u><i>Yukon Avenue/Century Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-22	<u><i>Club Drive/Century Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-23	<u><i>Crenshaw Boulevard/Imperial Highway (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-24	<u><i>La Brea Avenue/Hyde Park Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-25	<u><i>Market Street/Florence Avenue (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-26	<u><i>Centinela Avenue/Hyde Park Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-27	<u><i>11th Avenue/Century Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-28	<u><i>Van Ness Avenue/Century Boulevard (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-29	<u><i>La Cienega / Manchester (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-30	<u><i>I-405 Northbound Ramps / Manchester (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-31	<u><i>Kareem Court / Manchester (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-32	<u><i>Crenshaw Boulevard / 120th Street (City of Inglewood):</i></u> The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	Stadium Event	PW
L-33	<u><i>Sepulveda Boulevard/Slauson Avenue (City of Culver City):</i></u> To the extent that (1) Culver City adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Culver City determines to approve the implementation of the following improvements, the Project applicant shall contribute 4.3% of the estimated total estimated cost of implementing the following roadway improvements: (1) provide a northbound right-turn only lane within the northbound approach lane at this intersection, and (2) modify the eastbound approach on Slauson Avenue at Sepulveda Boulevard to provide one additional through lane. The resultant northbound approach lane configuration would provide two left-turn lanes, three through lanes, and one right-turn only lane. The resultant eastbound approach lane configuration would provide one left-turn lane, three through lanes, and one right-turn only lane. It should be noted that there are three existing departure lanes on Slauson Avenue east of Sepulveda Boulevard.	Stadium Event	PW

L-34	<u>Sepulveda Boulevard/Centinel Avenue (City of Los Angeles):</u> To the extent that (1) the City of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of the City of Los Angeles finds that the following improvements are feasible and determines to approve the implementation of the following improvements, the Project Applicant shall contribute 0.5% of the total estimated cost of implementing the following two roadway improvements: (1) provide an additional northbound left-turn lane, and (2) modify the southbound approach on Sepulveda Boulevard at Centinel Avenue to provide one additional through lane, and shall also (3) contribute 0.5% of the total cost to install the Adaptive Traffic Control System (ATCS) at this intersection. The resultant northbound approach lane configuration would provide three left-turn lanes, three through lanes, and one right-turn only lane. The resultant southbound approach lane configuration would provide two left-turn lanes, four through lanes, and one right-turn only lane. It should be noted that some right-of-way acquisition may be required to accommodate these cumulative mitigation measures so that the measures may ultimately be infeasible.	Stadium Event	PW
L-35	<u>La Cienega Boulevard (SB)/Slauson Avenue (County of Los Angeles):</u> To the extent that (1) the County of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles County determines to approve the implementation of the following improvements, the Project applicant shall contribute \$27,825 (calculated as 5.3% of the total estimated cost of the following improvements): North approach: One left-turn lane, one shared through/right-turn lane, and one exclusive right-turn lane instead of one shared through/left/right-turn lane and an exclusive right-turn lane.	Stadium Event	PW
L-36	<u>La Tijera Boulevard/Centinel Avenue (City of Los Angeles):</u> To the extent that (1) the City of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles determines to approve the implementation of the following improvements, the Project Applicant shall contribute 5.1% of the total estimated cost to develop and enhance the traffic signal operations at this location.	Stadium Event	PW
L-37	<u>La Cienega Boulevard/Centinel Avenue (City of Los Angeles):</u> To the extent that (1) the City of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles determines to approve the implementation of the following improvements, the Project Applicant shall contribute 1.8% of the total estimated cost of implementing the following roadway improvements: (1) provide an additional left-turn lane on both the northbound and southbound La Cienega Boulevard approaches, and (2) contribute 1.8% of the total cost to install the ATCS at this location. The resultant northbound and southbound approach lane configurations would provide two left-turn lanes, two through lanes, and one shared through/right-turn lane.	Stadium Event	PW
L-38	<u>La Cienega Boulevard/Arbor Vitae Street (City of Inglewood):</u> The Project applicant shall contribute 11.4% of the total estimated cost to develop and enhance the City of Inglewood ITS program at this intersection.	Stadium Event	PW
L-39	<u>Inglewood Avenue/Arbor Vitae Street (City of Inglewood):</u> The Project applicant shall contribute 25.3% of the total estimated cost to implement the following roadway improvements: (1) Restrict parking along the north side of Arbor Vitae Street during the weekday AM peak hour so as to allow the westbound approach curb lane to function as a shared through/right-turn lane through the intersection, and (2) Restrict parking along the south side of Arbor Vitae Street during the weekday PM peak hour so as to allow the eastbound approach curb lane to function as a shared through/right-turn lane through the intersection. The resultant westbound approach lane configuration during the weekday AM peak hour would provide one left-turn lane, one through lane, and one shared through/right-turn lane. The resultant eastbound approach lane configuration during the weekday PM peak hour would provide one left-turn lane, one through lane, and one shared through/right-turn lane.	Stadium Event	PW
L-40	<u>Inglewood Avenue/Century Boulevard (City of Inglewood):</u> No fair share contribution from the Project would be required, as the Project applicant has proposed to provide full funding of the recommended ITS improvements at this intersection.	Stadium Event	PW
L-41	<u>La Brea Avenue/Slauson Avenue (County of Los Angeles):</u> To the extent that (1) the County of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles County determines to approve the implementation of the following improvements, the Project applicant shall contribute 6.3% of the total estimated cost to implement the following roadway improvements: (1) re-stripe the southbound La Brea Avenue approach at Slauson Avenue to provide a shared through/right-turn lane through the intersection, (2) modify the existing traffic signal to remove the existing southbound overlapping right-turn signal phase, and (3) contribute 6.3% of the total cost to develop and enhance the traffic signal operations at this location. The resultant southbound approach lane configuration would provide a left-turn lane, two through lanes, and one shared through/right-turn lane. It should be noted that there are three existing departure lanes on La Brea Avenue south of Slauson Avenue.	Stadium Event	PW
L-42	<u>La Brea Avenue/Manchester Boulevard (City of Inglewood):</u> The Project applicant shall contribute 8.2% of the total estimated cost to implement the following roadway improvements: (1) provide an additional northbound through lane, (2) restrict parking along the north side of Manchester Boulevard adjacent to La Brea Avenue during the Saturday Mid-day peak hour and convert the westbound approach right-turn only lane into a shared through/right-turn lane through the intersection, and (3) contribute 8.2% of the cost estimated to develop and enhance the City of Inglewood ITS program at this intersection. Some parking along the east side of La Brea Avenue will need to be restricted during these time periods and some widening may be required to accommodate this measure. The resultant northbound approach lane configuration would provide one left-turn lane, two through lanes, and one shared through/right-turn lane through the intersection. The resultant westbound approach lane configuration during the Saturday Mid-day peak hour would provide one left-turn lane, two through lanes, and one shared through/right-turn lane.	Stadium Event	PW
L-43	<u>Hawthorne Boulevard/Imperial Highway (City of Hawthorne):</u> To the extent that (1) the City of Hawthorne adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Hawthorne determines to approve the implementation of the following improvements, the Project applicant shall contribute 7.3% of the total estimated cost to implement the following roadway improvements: (1) provide	Stadium Event	PW

	an additional northbound right-turn only lane; (2) modify the southbound approach to provide one additional through lane; (3) modify the westbound approach to provide an additional westbound left-turn lane; and (4) contribute 7.3% of the total estimated cost to develop and enhance the traffic signal operations at this location. The resultant northbound approach lane configuration would provide two left-turn lanes, three through lanes, and two right-turn only lanes. The resultant southbound approach lane configuration would provide one left-turn lane, three through lanes, and one shared through/right-turn lane. The resultant westbound approach lane configuration would provide two left-turn lanes, two through lanes, and one shared through/right-turn lane. It should be noted that some right-of-way acquisition may be required to accommodate these cumulative mitigation measures so that the measures may ultimately be infeasible.		
L-44	<u>Centinel Avenue/Florence Avenue (City of Inglewood)</u> : No fair share contribution from the Project applicant would be required, as the project applicant has proposed to provide full funding of the recommended ITS improvements at this intersection to implement the following roadway improvements: (1) Convert the southbound Centinela Avenue approach right-turn only lane at Florence Avenue to provide a shared left-turn/right-turn lane, and (2) develop and enhance the City of Inglewood ITS program at this intersection. The resultant southbound approach lane configuration would provide two left-turn lanes and one shared left-turn/right-turn lane.	Stadium Event	PW
L-45	<u>Prairie Avenue/Manchester Boulevard (City of Inglewood)</u> : Widen the east side of Prairie south of Manchester for a northbound right-turn lane, to the extent any necessary right-of-way can be feasibly obtained. It should be noted that some right-of-way acquisition may be required to accommodate these cumulative mitigation measures so that the measures may ultimately be infeasible.	Stadium Event	PW
L-46	<u>Prairie Avenue/Century Boulevard (City of Inglewood)</u> : The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. In addition, the Project Applicant shall widen the south side of Century east and west of Prairie for a second eastbound / westbound left-turn lane.	Stadium Event	PW
L-47	<u>Prairie Avenue/Imperial Highway (City of Hawthorne)</u> : To the extent the City of Hawthorne adopts a city-wide signal synchronization program, and requires all other new development impacting this intersection to also contribute to the following improvements, the Project applicant shall contribute 17.3% of the total estimated cost to develop and enhance the ITS program (or a similar traffic signal synchronization system) at this intersection.	Stadium Event	PW
L-48	<u>Crenshaw Drive-Briarwood Lane/Manchester Boulevard (City of Inglewood)</u> : The Project applicant shall contribute 25.5% of the total estimated cost to develop and enhance the City of Inglewood ITS program at this intersection.	Stadium Event	PW
L-49	<u>Doty Avenue-Gate 4/Century Boulevard (City of Inglewood)</u> : The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. In addition, to the extent feasible, the Project applicant shall widen the south side of Century Blvd. west of Doty for a second eastbound left-turn lane.	Stadium Event	PW
L-50	<u>Yukon Avenue-Gate 5/Century Boulevard (City of Inglewood)</u> : The Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood ITS at this intersection. In addition, the Project applicant shall modify striping for a northbound optional left-turn lane, through and right-turn center lane.	Stadium Event	PW
L-51	<u>Club Drive/Century Boulevard (City of Inglewood)</u> : No fair share contribution from the Project applicant would be required, as the project applicant has proposed to provide full funding of the recommended ITS improvements at this intersection.	Stadium Event	PW
L-52	<u>Crenshaw Boulevard/Florence Avenue (City of Los Angeles)</u> : To the extent that (1) the City of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles determines to approve the implementation of the following improvements, the Project Applicant shall contribute 2.4% of the funding towards the installation of the ATSAC system at this intersection (as this intersection is not currently operated under the City's ATSAC system).	Stadium Event	PW
L-53	<u>Crenshaw Boulevard/Pincay Drive-90th Street (City of Inglewood)</u> : The Project applicant shall (1) contribute 18.4% of the total estimated cost to implement the following roadway improvement: restrict parking along the west side of Crenshaw Boulevard north of Pincay Drive-90th Street during the Saturday Mid-day peak hour to allow the southbound curb lane to function as a shared through/right-turn lane; and (2) provide the funding contribution to develop or enhance the City of Inglewood ITS program at this intersection.	Stadium Event	PW
L-54	<u>Crenshaw Boulevard/Century Boulevard (City of Inglewood)</u> : The Project applicant shall widen the south side of Century Boulevard west of Crenshaw Boulevard to provide an eastbound right-turn lane.	Stadium Event	PW
L-55	<u>Crenshaw Boulevard/Imperial Highway (City of Inglewood)</u> : No fair share contribution from the Project applicant would be required, as the Project applicant has proposed to provide full funding of the recommended ITS improvements at this intersection.	Stadium Event	PW
L-56	<u>Western Avenue/Century Boulevard (City of Los Angeles)</u> : To the extent that (1) the City of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles determines to approve the implementation of the following improvements, the Project Applicant shall contribute 9.2% of the funding towards the installation of the ATSAC system at this intersection (as this intersection is not currently operated under the City of Los Angeles' ATSAC system).	Stadium Event	PW
L-57	<u>Vermont Avenue/Manchester Avenue (City of Los Angeles)</u> : To the extent that (1) the City of Los Angeles adopts a transportation improvement or similar fee, that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles determines to approve the implementation of the following improvements, the Project applicant shall contribute 9.9% of the total estimated cost of implementing the following roadway improvements: (1) provide an additional left-turn lane on the southbound Vermont Avenue approach at Manchester Avenue; and (2) contribute 9.9% of the total cost to install the ATSAC/ATCS at the Vermont Avenue/Manchester Avenue intersection (as this intersection is not currently operated under the City of Los Angeles' ATSAC system). The resultant southbound approach lane configuration would provide two left-turn lanes, two through lanes, and one shared through/right-turn lane.	Stadium Event	PW
L-58	The Stadium operator shall implement a transportation demand management program that shall incorporate the following elements to promote ride sharing, alternative forms of transportation, and to maximize the efficiency of vehicle travel: <u>Incentivize Carpooling</u> Develop and implement incentives for carpools of four or more persons per car, and incentives for alternative fuel vehicles. Incentives may include, without limitation, preferential parking, reduced	OPS	ECD

	<p><u>parking costs, or other discounts.</u></p> <p><u>Pre-paid Parking Program</u> <u>Provide pre-paid parking options. The use of pre-paid parking passes could increase the throughput for vehicles at the Stadium parking entrances by eliminating the need to collect parking fees at critical access points to the stadium from those vehicles with pre-paid parking, thus improving traffic operations.</u></p> <p><u>Bicycle Valet</u> <u>Provide a bicycle valet parking service at appropriate parking lot(s). Spectators may valet park their bicycles and ride on the shuttle bus to/from the Stadium. This would incentivize the use of bicycles as a mode of travel to/from the events and help reduce the number of vehicular trips.</u></p> <p><u>Charter Bus</u> <u>Solicit interest in charter bus service from season ticket holders, groups and other potential users and provide charter bus service from locations such as downtown and neighboring cities in response to demand. The service will include the concept of "park-and-ride," which will encourage event patrons to leave their vehicles and transfer to a charter bus for the remainder of the journey. The Project applicant will encourage charter bus service by providing drop off for passengers in preferred areas close to the Stadium.</u></p> <p><u>Rideshare Program for Employees</u> <u>The Project applicant shall implement a Rideshare program for employees.</u></p> <p><u>Temporary Changeable Message Signs</u> <u>Expand the use of temporary changeable message signs to include additional signage as recommended by the City of Inglewood and Caltrans.</u></p> <p><u>Way Finding Signage for Transit Patron</u> <u>The City and Project Applicant will work together with Metro to install way-finding signage to guide patrons to/from Metro stations and the shuttle bus pick-up/drop-off location.</u></p> <p><u>Use of Social Media</u> <u>Use social media to communicate current information regarding directions to/from the Stadium from regional freeways and roadways, preferred routes to various parking lots, and detailed information regarding potential modes of travel other than passenger vehicles to/from the Stadium (rail/bus/shuttle routes, timetables, etc.). Further, to avoid any potential impact to the regional transit system, it is recommended that Metro increase transit service to meet the demand of people wanting to come to Inglewood generated from the project. Since this mitigation measure is the responsibility of another jurisdiction, it is recommended that the City provide information to Metro in order to determine the level of transit service that is adequate to meet event-day demands.</u></p>		
L-59	<p><u>As a component of the SOP, the Project operator shall document recurring traffic issues that occurred over the course of the preceding year, including incidents of attendees parking in residential neighborhoods. The Project operator shall take the input of the Public Works Department and the noise monitoring coordinator regarding solutions to those issues, and revise traffic and parking plans to the maximum extent feasible, while still achieving project objectives.</u></p>	OPS	ECD
L-60	<p><u>To communicate information about upcoming events to the community, the Stadium and Performance Venue operator(s) shall maintain a website for the benefit of the surrounding neighborhoods publicizing all upcoming events at the Stadium and Performance Venue. All information shall be posted to the website not less than 30 days in advance of the event, if feasible.</u></p>	OPS	ECD
<u>Parking</u>			
M-1	<p><u>The Project shall be developed in conformance with the Parking Standards in the Hollywood Park Specific Plan to meet the parking demand of the Project.</u></p>	PP	ECD
M-2	<p><u>Prior to the issuance of any building permit, the Project Applicant shall provide a Shared Parking Study prepared by a qualified traffic engineer with the parking requirements for the Mixed-Use zone, Civic zone, and Sports and Entertainment land use area on the Project site. The analysis shall show where the parking spaces are provided and demonstrate that sufficient parking is provided, in accordance with the objective methodology contained within the Specific Plan. The parking study shall be updated as required by the Specific Plan and incorporated into the SOP.</u></p>	BP	ECD
M-3	<p><u>Prior to the construction stage of the Project, and as a component of the SOP, the Project applicant shall prepare a Construction Traffic Control/Management Plan. As part of the Construction Traffic Control/Management Plan, parking for construction workers will be identified on the Project Site so as not to affect parking in adjacent neighborhoods.</u></p>	C	ECD

Timing of Required Action

BP – Building Permit (prior to commencement of construction)

C – During Construction

C of O – Final Certificate of Occupancy

DP – Demolition Permit

FM – Final Map

GP – Grading Permit

OPS – Project Operations

PP – Plot Plan

Stadium Event – First public event at the Stadium with expected paid attendance greater than 10,000 people, completion of 500,000 square feet of the Hybrid Retail Center, or the C of O for the One-Thousandth residential unit (whichever occurs first).

Agency

ECD – Economic & Community Development

FD – Fire Department

IPD – Inglewood Police Department

PR – Parks, Recreation & Library Services

PW – Public Works

EXHIBIT B



CITY OF INGLEWOOD

Office of the Mayor



James T. Butts, Jr.
Mayor

July 30, 2025

Stan Kroenke
C/O Otto Maly Managing Director
Hollywood Park Management Company, LLC
1001 S. Stadium Drive
Inglewood, California 90301

Re: July 9th Letter 2015 Development Agreement/Kiosk Lawsuit/TRO Request

Dear Stan:

I was greatly surprised when I received your lawyer's letter on July 9, 2025 and then your lawsuit filed on July 11, 2025 regarding the City's recent agreement with WOW for kiosks on City property. We started our relationship face to face and together set the foundation for you and the Rams to gain the support of your colleagues and the NFL for the Rams to move back to the LA market in Inglewood. I would have expected a call from you personally and not just a lawyer's letter and a lawsuit.

Your lawsuit is not in keeping with what to now has been our good and communicative relationship and the ongoing and cooperative relationship between the City of Inglewood and Hollywood Park. Your lawyer's letter and lawsuit have prompted us to research the City's position.

As a result of that research, I'm writing to address a bigger and more serious issue than the one presented in the WOW lawsuit - for which your request for an associated Temporary Restraining Order (TRO) was denied by the Court this week. This issue that came to light when we engaged lawyers to look into your claims raised in support of your lawsuit. The issue that has been illuminated concerns the 2015 Development Agreement adopted as part of the voter initiative approved at that time. Our legal team has shared that under governing California Case law, the 2015 Development Agreement appears to be void. I have been informed that a development agreement adopted through the initiative process -- as occurred here in 2015 -- is not legal and that any development agreement so

adopted is therefore invalid as a matter of law. Obviously, this raises a number of very serious issues impacting both parties.

Aside from the construction that has already been completed on the property, there are ongoing obligations that extend for many years and involve hundreds of millions of dollars. I'm writing you directly in the spirit of open and cooperative communication to inform you of this issue to the extent you have not been made aware of it.

I'm writing to invite a dialogue about how to address and hopefully resolve these issues I think we should handle the situation, as we have in the past, by working together in a productive manner as partners – not by way of lawsuits.

I wish I had known about this issue earlier, but here we are. We obviously will do what needs to be done to protect the City in the lawsuit, but I believe sitting down and working together toward a solution is a more productive path. Please know that I'm available to meet at your convenience. Finally, because of the current litigation. I'm required to note that the City reserves all its legal rights and remedies. Thank you for your consideration. Let's get this done as we did in the beginning. Face to face as partners in progress.

Sincerely,

A handwritten signature in cursive script that reads "James T. Butts, Jr." The signature is enclosed in a thin black rectangular border.

James T. Butts, Jr.
Mayor, City of Inglewood

C: Otto Maly

C: Marlene Nations

EXHIBIT C



CITY OF INGLEWOOD

Office of the Mayor



James T. Butts, Jr.
Mayor

August 20, 2025

Stan Kroenke (C/O Otto Maly)
Hollywood Park Management Company, LLC
1001 S. Stadium Drive
Inglewood, California 90301

Re: July 30th Response Letter

Dear Otto:

Congratulations on Saturday's Rams' victory. Thank you for responding to my letter to Stan. Despite your filing suit against us, I remain interested in meeting. There are much bigger issues to address than just your lawsuit against the City and WOW.

Please know that it's not the City saying the Hollywood Park DA is void without basis. Again, in preparing to defend the City against your lawsuit; it became clear that the California Court of Appeal decision in the Moreno Valley case applies. Additionally, the California courts have found that the 2018 Moreno Valley case applies retroactively with respect to a DA enacted prior to 2018. We recently learned about Moreno Valley in preparing our defense to the WOW lawsuit. I'm surprised that your legal counsel did not advise you of the implications of that case prior to filing.

We've therefore got to deal with it. But make no mistake, the City is very happy with what you've done with SoFi and related facilities at HP. We don't want to disturb them in any respect. But, by law, we have a void DA going forward. So we're talking about the future, not what's already been built.

Under California law, a public official or entity cannot transfer or pay funds without legal authorization. A void contract, as here, does not provide legal authorization. California Penal Code section 424 makes it a crime, punishable by incarceration, to transfer funds without legal authority. Obviously, we are going to comply with the law.

You've sent us a capital expenditure bill asking for payment of \$376 million. Disagreement regarding the composition and validity of that list aside; by law; we cannot pay anything absent

resolution of the void contract issue. Additionally, we did not know of and therefore did not consider the void DA issue when we recently sent you \$20 million; and we are, therefore, under Penal Code Section 424 required to ask that it be returned.

I'm in town and available to meet at your convenience. The City very much values its relationship with Stan, you and HP. As for the WOW lawsuit, we think we did everything right, prevailed on the TRO and are going to defend ourselves and think we'll prevail. We, like you, reserve all rights and remedies. I'm certain we will work things out as we have in the past.

Sincerely,

A handwritten signature in cursive script that reads "James T. Butts, Jr." with a large, sweeping flourish at the end.

James T. Butts, Jr.
Mayor, City of Inglewood

C: Otto Maly

C: Otto Benedict

EXHIBIT D

(Excerpt)

DEVELOPMENT AGREEMENT ESTOPPEL CERTIFICATE

To: JPMorgan Chase Bank, N.A., as Administrative Agent
370 17th Street, Suite 3200
Denver, CO 80202
Attn: Peter N. Thomson
("Pincay Lender")

JPMorgan Chase Bank, N.A., as Collateral Agent
383 Madison Avenue
New York, NY 10179
Attn: Brian Kantarian
("Leasehold Lender")

RE: Amended and Restated Development Agreement, recorded as Instrument No. 20150419771 in the Los Angeles County Registrar's Office on April 15, 2015 (the "Development Agreement")

CITY: CITY OF INGLEWOOD, CALIFORNIA, a municipal corporation

LANDOWNER:

HOLLYWOOD PARK CARD CLUB INVESTORS, LLC, a Delaware limited liability company
HOLLYWOOD PARK RESIDENTIAL INVESTORS, LLC, a Delaware limited liability company
HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC, a Delaware limited liability company
PINCAY RE, L.L.C., a Delaware limited liability company

PROPERTY: The real property located in the City of Inglewood, County of Los Angeles, California, called the Hollywood Park, as more particularly described in the Development Agreement

PROJECT: Stadium Alternative Project, as defined in the Development Agreement

This Development Agreement Estoppel Certificate (this "Estoppel") is made by City to the Pincay Lender, the Leasehold Lender, in its capacity as Collateral Agent, and Landowner, and each of their successors and/or assigns (collectively, the "Relying Parties"). City does hereby, as of the date set forth below the undersigned's signature warrant and represent, as applicable, to the Relying Parties the truth and accuracy of the information set forth in this Estoppel. All initially capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Development Agreement.

1. A true, complete and correct copy of the Development Agreement is attached hereto as Exhibit A. The Development Agreement is in full force and effect and is binding and enforceable against City in accordance with its terms. The Development Agreement has not been modified, changed, altered, or amended in any respect, except as described in Exhibit B.

2. There is no existing default or unfulfilled obligations on the part of City or Landowner in any of the terms and conditions of the Development Agreement, and no event has occurred or condition exists that, with the passage of time or giving of notice or both, would constitute an event of default on the part of City or Landowner under the Development Agreement.

3. The initial term of the Development Agreement is for a period of twenty-five years, commencing on March 31, 2015 and expiring on March 30, 2040, unless otherwise extended in accordance with the terms of the Development Agreement.

4. Landowner has the option to extend the initial term of the Development Agreement for three consecutive terms of ten (10) years each. There are three unexercised options remaining as of the date of this Estoppel.

5. All mitigation measures currently required by Landowner are specified in the Development Agreement. No further review or mitigation under the California Environmental Quality Act ("CEQA") is required at this time in relation to development of the Stadium.

6. No Fees or other Exactions are currently owed by Landowner to City.

7. City hereby acknowledges and agrees that the Relying Parties shall be entitled to rely on the truth and accuracy of this Estoppel. The undersigned is duly authorized to execute and deliver this certificate for and on behalf of City.

CITY OF INGLEWOOD, a municipal corporation

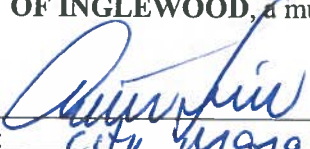
By: 
Title: City Manager
Date: 5/12 2018

EXHIBIT E

(Excerpt)

ESTOPPEL AND AGREEMENT

This ESTOPPEL AND AGREEMENT (this "Agreement") is made as of July 14, 2020, (the "Effective Date") by the CITY OF INGLEWOOD (the "City"), in favor of GUGGENHEIM CREDIT SERVICES, LLC, a Delaware limited liability company ("Agent").

RECITALS

WHEREAS, in connection with the development of the project commonly referred to as the Hollywood Park Project as delineated in the Hollywood Park Specific Plan (the "Project"), the City and certain subsidiaries of Hollywood Park Land Company, LLC, a Delaware limited liability company, have entered into that certain Amended and Restated Development Agreement, dated as of March 31, 2015, and recorded on April 15, 2015, in the Official Records of Los Angeles County, California as Instrument Number 20150419771 (the "Development Agreement"). Capitalized terms used herein but not otherwise defined shall have the meaning given to such terms in the Development Agreement; and

WHEREAS, HOLLYWOOD PARK RESIDENTIAL INVESTORS, LLC, a Delaware limited liability company ("HPRI"), is a "Landowner" under the Development Agreement, and subject to the terms and conditions therein; and

WHEREAS, pursuant to that certain Term Loan Agreement, by and among HPRI; Agent, in its capacity as administrative agent for itself and certain other lenders from time to time party thereto (collectively, the "Lenders"); and the Lenders (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), Lenders contemplate making a loan (the "Loan") to HPRI pursuant to the terms therein; and

WHEREAS, the Loan is to be evidenced by one or more promissory notes made by HPRI and payable to each Lender, in the aggregate original principal amount of the Loan (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, collectively, the "Note"); and

WHEREAS, the Note is to be secured by, among other things, that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Security Instrument"), executed by HPRI, as "Grantor," in favor of the trustee named therein, for the benefit of Agent, as "Beneficiary," for its benefit and the benefit of the Lenders, encumbering that certain real property that is a portion of the Hollywood Park Project area, situated in the City of Inglewood, County of Los Angeles, State of California, as more particularly described on Exhibit A (such portion of the Hollywood Park Project area so encumbered, the "Property") attached hereto and by this reference incorporated herein; and

WHEREAS, as a condition to the Lenders making the Loan to HPRI, the Lenders have required the City, and the City has agreed, to execute and deliver this Estoppel to Agent, for its benefit and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby certifies, as of the Effective Date, as follows:

1. The Development Agreement is in full force and effect and has not been amended or modified either orally or in writing.

2. No default, or any occurrence or omission that but for the passage of time or the giving of requisite notice (or both) that would constitute a default, exists under the Development Agreement.

3. The Development Agreement imposes, among other things, certain obligations related to both the overall development of the Project as well as to the development and use of the individual parcels subject thereto (including the Property). In accordance with Section 26.5 of the Development Agreement, any determination of default under the Development Agreement shall be effective only as to the owner of the property with respect to whom the determination is made (or such owner's successor-in-interest), and no failure or default under the Development Agreement by any one owner shall give rise to any right, remedy, recourse, damages or other liability of any kind whatsoever with regard to any non-defaulting owner.

4. The Landowner has elected to develop the Stadium Alternative Project.

5. Copies of all notices and demands to be delivered to Lender should be delivered to the following address (or to such other address as to which Lender gives written notice):

Guggenheim Credit Services, LLC, as Agent
330 Madison Avenue, 11th Floor
New York, New York 10017
Attention: GI Ops Loan Agency
Email: GI Ops Loan Agency@guggenheimpartners.com

With copies to:

Guggenheim Partners Investment Management, LLC
100 Wilshire Boulevard, Suite 500
Santa Monica, California 90401
Attention: Head of Real Estate
Email: GREPortfolio@guggenheimpartners.com

and

Guggenheim Partners Investment Management, LLC
231 S. Bemiston Avenue, Suite 1250
St. Louis, Missouri 63105
Attention: Jennifer A. Marler
Email : jennifer.marler@guggenheimpartners.com

and

Guggenheim Real Estate, LLC
3414 Peachtree Road NE, Suite 975
Atlanta, Georgia 30326
Attention: Asset Management and Servicing
Email: GREPortfolio@guggenheimpartners.com

6. This Estoppel shall be governed by and construed according to the laws of the State of California, without reference to any choice of laws provision provided therein.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the City has duly executed and delivered this Estoppel as of the day and year first written above.

“CITY”

CITY OF INGLEWOOD

By:

Name: Artie Fields

Title: City Manager

A handwritten signature in cursive script, appearing to read 'Artie Fields', written over a horizontal line.

EXHIBIT F

(Excerpt)

ESTOPPEL AND AGREEMENT

THIS ESTOPPEL AND AGREEMENT (this "Agreement") is made as of April 6, 2021, by the CITY OF INGLEWOOD (the "City"), in favor of BANK OF AMERICA, N.A. ("Administrative Agent").

RECITALS

WHEREAS, in connection with the development of the project commonly referred to as the Hollywood Park Project as delineated in the Hollywood Park Specific Plan (the "Project"), the City and certain subsidiaries of HOLLYWOOD PARK LAND COMPANY, LLC, a Delaware limited liability company ("HPLC"), have entered into that certain Amended and Restated Development Agreement, dated as of March 31, 2015, and recorded on April 15, 2015, in the Official Records of Los Angeles County, California as Instrument Number 20150419771 (the "Development Agreement"). Capitalized terms used herein but not otherwise defined shall have the meaning given to such terms in the Development Agreement; and

WHEREAS, HOLLYWOOD PARK RESIDENTIAL INVESTORS, LLC, a Delaware limited liability company ("HPRI") is a "Landowner" under the Development Agreement, and subject to the terms and conditions therein; and

WHEREAS, pursuant to that Grant Deed, dated as of July 12, 2019, and recorded on July 15, 2019, in the Official Records of Los Angeles County, California as Instrument Number 20190682953 (the "Transfer Deed"), HPRI conveyed to HPMU4 LA, LLC, a Delaware limited liability company ("Borrower"), certain real property (as defined below); and

WHEREAS, pursuant to that certain Construction Loan Agreement, by and among Borrower, Administrative Agent, in its capacity as administrative agent for itself and certain other lenders from time to time party thereto (collectively, the "Lenders"), and the Lenders (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), Lenders contemplate making a loan (the "Loan") to Borrower pursuant to the terms therein; and

WHEREAS, the Loan is to be evidenced by one or more promissory notes made by Borrower and payable to the order of each Lender, in the aggregate original principal amount of the Loan (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, collectively, the "Note"); and

WHEREAS, the Note is to be secured by, among other things, that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Security Instrument"), executed by Borrower, as "Trustor," in favor of the trustee named therein, for the benefit of Administrative Agent, as "Beneficiary," for its benefit and the benefit of the Lenders, encumbering that certain real property, commonly described as MU-4, that is a portion of the Hollywood Park Project area, situated in the City of Inglewood, County of Los Angeles, State of California, as more particularly described on Exhibit A (such portion of the Hollywood Park Project area so encumbered, the "Property") attached hereto and by this reference incorporated herein; and

WHEREAS, as a condition to the Lenders making the Loan to Borrower, and for the purpose of further securing Borrower's performance of the terms, covenants and agreements of the Loan Agreement, the Note, the Security Instrument and each other document evidencing, securing, guaranteeing or otherwise relating to the indebtedness evidenced by the Note, the Lenders have required, and the City has agreed, to execute and deliver this Estoppel to Administrative Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby certifies as follows:

1. The Development Agreement is in full force and effect and has not been amended or modified either orally or in writing;

2. No default, or any occurrence or omission that but for the passage of time or the giving of requisite notice (or both) that would constitute a default, exists under the Development Agreement;

3. The conveyance by HPRI to Borrower of the Property is expressly permitted under the Development Agreement and does not, in any way, violate any parties' rights or obligations under the Development Agreement. In conveying such Property to Borrower pursuant to the Transfer Deed, HPRI neither assigned nor transferred any of its respective rights or obligations under the Development Agreement to Borrower, except those site-specific rights and obligations, conditions or requirements to which the Property is subject pursuant to the terms of the Development Agreement, as indicated on Exhibit B to this Agreement.

4. The Development Agreement imposes, among other things, certain obligations related to both the overall development of the Project as well as to the development and use of the individual parcels subject thereto (including the Property). In accordance with Section 26.5 of the Development Agreement, any determination of default under the Development Agreement shall be effective only as to the owner of the property with respect to whom the determination is made (or such owner's successor-in-interest), and no failure or default under the Development Agreement by any one owner shall give rise to any right, remedy, recourse, damages or other liability of any kind whatsoever with regard to any non-defaulting owner. The City agrees and acknowledges that all Mitigation Measures required as a condition to (i) the issuance of a building permit, (ii) the issuance of a demolition permit, or (iii) the issuance of a grading permit; each with respect to the development of the Property, have been satisfied and those obligations set forth in Exhibit M of the Development Agreement (such obligations, each a "Mitigation Measure", and collectively, the "Mitigation Measures") shall only be enforceable against Borrower or any subsequent owner of the Property to the extent they are applicable to the use and development of all or any portion of the Property, as indicated on Exhibit B to this Agreement.

5. The Landowner has elected to develop the Stadium Alternative Project;

6. The City has previously issued permits that authorize the construction of certain improvements on the Property, including, without limitation a planned 451,363 square foot office building with attached studio space and multi-level parking structure (the "Planned

Improvements”), and no further discretionary consent or approvals are required under the Development Agreement with respect to the commencement of construction of such Planned Improvements. The approval of such Planned Improvements is fully vested and shall not be affected or impaired in any way by any default, termination or cancellation of the Development Agreement for any reason. This Estoppel shall not be construed to affect or impair in any way the City’s right, interest or title in any property or improvements dedicated to the City in accordance with the Development Agreement or final maps; and

7. As of the date hereof, the Property is part of a Community Facilities District and no amount owed is outstanding.

8. This Estoppel shall be governed by and construed according to the laws of the State of California, without reference to any choice of laws provision provided therein.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the City has duly executed and delivered this Estoppel as of the day and year first written above.

“CITY”

CITY OF INGLEWOOD

By: 

Name: James T Butts, Jr.

Title: Mayor

EXHIBIT G

(Excerpt)

DEVELOPMENT AGREEMENT ESTOPPEL CERTIFICATE

To: U.S. Bank National Association
190 S. LaSalle Street, 7th Floor
Chicago, IL 60603
Attn: Stadco LA, LLC Collateral Agency,
as collateral agent (“Collateral Agent”)

Re: Amended and Restated Development Agreement dated April 15, 2015, made by and among the City of Inglewood, California, on the one hand, and Pincay RE, LLC, Hollywood Park Residential Investors, LLC, Hollywood Park Retail/Commercial Investors, LLC, and Hollywood Park Card Club Investors, LLC, on the other hand, recorded on April 15, 2015 in the Official Records, Los Angeles County, California, as Instrument No. 20150419771 (the “Development Agreement”)

City: CITY OF INGLEWOOD, CALIFORNIA, a municipal corporation (the “City”)

Landowners: PINCAY RE, LLC, a Delaware limited liability company, HOLLYWOOD PARK RESIDENTIAL INVESTORS, LLC, a Delaware limited liability company, HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC, a Delaware limited liability company, HPMU4 LA, LLC, a Delaware limited liability company (each, a “Landowner” and collectively, the “Landowners”)

Property: The real property located in the City of Inglewood, County of Los Angeles, California, called the Hollywood Park, as more particularly described in the Development Agreement

Project: Stadium Alternative Project, as defined in the Development Agreement

This Development Agreement Estoppel Certificate (this “Estoppel”) is made by the City to Collateral Agent, in its capacity as collateral agent under that certain Collateral Agency and Intercreditor Agreement between StadCo LA, LLC, Collateral Agent and the secured parties from time-to-time party thereto, and Landowners (together with each of their successors and/or assigns, collectively, the “Relying Parties”). The City does hereby, as of the date set forth below the undersigned’s signature, warrant and represent, as applicable, to the Relying Parties the truth and accuracy of the information set forth in this Estoppel. All initially capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Development Agreement.

1. A true, complete and correct copy of the Development Agreement is attached hereto as Exhibit A. The Development Agreement is in full force and effect and is binding and enforceable against the City in accordance with its terms. The Development Agreement has not been modified, changed, altered, or amended in any respect, except as described in Exhibit B.

2. There is no existing default or unfulfilled obligations on the part of the City or any Landowner in any of the terms and conditions of the Development Agreement, and no event has occurred or condition exists that, with the passage of time or giving of notice or both, would constitute an event of default on the part of the City or any Landowner under the Development Agreement.

3. The initial term of the Development Agreement is for a period of twenty-five years, commencing on March 31, 2015 and expiring on March 30, 2040, unless otherwise extended in accordance with the terms of the Development Agreement.

4. Landowners have the option to extend the initial term of the Development Agreement for three consecutive terms of ten (10) years each. There are three (3) unexercised options remaining as of the date of this Estoppel.

5. All mitigation measures currently required by Landowners are specified in the Development Agreement. No further review or mitigation under the California Environmental Quality Act is required at this time in relation to development of the Stadium.

6. No Fees or other Exactions are currently owed by any Landowner to the City.

7. The City hereby acknowledges and agrees that the Relying Parties shall be entitled to rely on the truth and accuracy of this Estoppel. The undersigned is duly authorized to execute and deliver this certificate for and on behalf of City.

CITY OF INGLEWOOD, a municipal corporation

By: 

Name: Artie Fields
Title: City Manager
Date: August 3, 2021

EXHIBIT H
(Excerpt)

1443/37

51 LOTS
2 LETTERED LOTS
4 AIRSPACE LOTS
NET AREA: 186.68 AC.
GROSS AREA: 189.39 AC.

TRACT NO. 80314-01

SHEET 1 OF 50 SHEETS

IN THE CITY OF INGLEWOOD
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR MERGER, RESUBDIVISION AND CONDOMINIUM PURPOSES



BEING A SUBDIVISION OF PORTIONS OF LOTS 1 AND 4 OF THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. LLA 2015-001, RECORDED NOVEMBER 16, 2015 AS INSTRUMENT NO. 20151428712, OF OFFICIAL RECORDS; PORTIONS OF LOTS 1, 2, 3 AND 4 OF THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. LLA 2015-002, RECORDED JUNE 16, 2016 AS INSTRUMENT NO. 20160695774, OF OFFICIAL RECORDS; LOT 1 OF THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. LLA 2016-001, RECORDED APRIL 2, 2018 AS INSTRUMENT NO. 20180311246, OF OFFICIAL RECORDS; ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FILED
AT REQUEST OF OWNER
21 MIN 1pm PAST
IN BOOK 1443
AT PAGE 37-86
OF MAPS
LOS ANGELES COUNTY, CA
Registrar-Recorder/County Clerk
BY [Signature]
Deputy
FEE \$ 155.00
D.A. FEE Code 20 \$ 5.00

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF AND HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARY SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND THAT WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF INGLEWOOD EASEMENTS FOR PUBLIC STREET AND UTILITY PURPOSES OVER THOSE CERTAIN STREETS SHOWN TO BE DEDICATED HEREON;

WE ALSO HEREBY DEDICATE TO THE CITY OF INGLEWOOD THE EASEMENTS FOR UTILITIES, WATER, SEWER, STORM DRAIN AND FIRE ACCESS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF INGLEWOOD EASEMENTS FOR OPEN SPACE PURPOSES THOSE AREAS DESIGNATED ON SAID MAP AS "LOWER CHAMPION PLAZA" AND LOT "A."

SUBDIVIDER SHALL RETAIN AS PART OF ITS FEE INTEREST IN THE DEDICATED RIGHTS-OF-WAY SHOWN ON THIS TRACT MAP AND/OR ANY AND ALL ASSOCIATED FINAL MAPS (1) THE RIGHT TO PERMANENTLY LOCATE ITS CONCRETE-ENCASED CONDUIT, APPURTENANT EQUIPMENT AND RELATED FACILITIES (INCLUDING BUT NOT LIMITED TO THE EQUIPMENT TO LOCATE, MANAGE, AND CONTROL SITE-WIDE SECURITY AND TRAFFIC CONTROL INFRASTRUCTURE SUCH AS BOLLARDS AND SIGNAGE), ALL AS MORE PARTICULARLY DESCRIBED AND SHOWN IN DIMENSIONED AS-BUILT DRAWINGS TO BE SUBMITTED TO THE CITY AS A CONDITION TO THE RECORDATION OF EACH APPLICABLE FINAL MAP (COLLECTIVELY, "SUBDIVIDER CONDUIT"); (2) EACH "UTILITY RESERVATION FROM STREET DEDICATION, TYPICAL" DEPICTED ON THIS TRACT MAP; AND (3) UNDERGROUND PORTIONS OF LOTS 214, 214-A, 214-B, 214-C, and 214-D AND ALL APPURTENANT UNDERGROUND STRUCTURES AS INDICATED OR DEPICTED ON THIS TRACT MAP.

ALL LOTS DEPICTED ON THIS MAP ARE INTENDED FOR CONDOMINIUM PURPOSES AND MAY BE FURTHER SUBDIVIDED BY MULTIPLE CONDOMINIUM PLANS TO ACCOMMODATE PHASE SALES, WITHOUT FURTHER PLANNING COMMISSION/CITY COUNCIL APPROVAL PURSUANT TO SECTION 5.3 (DEVELOPMENT REVIEW PROCESS) OF THE HOLLYWOOD PARK SPECIFIC PLAN, AND IN ACCORDANCE WITH THE AUTHORITY AND LIMITATIONS OF SECTION 66427(E) OF THE CALIFORNIA GOVERNMENT CODE.

ALL OPEN SPACE DEDICATIONS PROPOSED WITHIN THE PROJECT BOUNDARY ON THIS MAP ARE TO BE PUBLIC EASEMENTS FOR OPEN SPACE PURPOSES AND SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS TO BE RECORDED CONCURRENTLY HERewith, UNLESS SPECIFIED OTHERWISE.

PURSUANT TO THE "AMENDED AND RESTATED DEVELOPMENT AGREEMENT, HOLLYWOOD PARK" (THE "DEVELOPMENT AGREEMENT") AND CERTAIN OTHER AGREEMENTS, THE CITY HAS AGREED TO REIMBURSE AN AFFILIATE OF THE SUBDIVIDER FOR VARIOUS "PUBLIC IMPROVEMENTS" (AS DEFINED IN THE DEVELOPMENT AGREEMENT) AND TO COOPERATE IN CONNECTION WITH THE FORMATION OF A COMMUNITY FACILITIES DISTRICT TO FINANCE CERTAIN OF THOSE PUBLIC IMPROVEMENTS AND "EXACTIONS" (AS DEFINED IN THE DEVELOPMENT AGREEMENT). THE IRREVOCABLE OFFERS OF DEDICATIONS OF PUBLIC IMPROVEMENTS MADE IN CONNECTION WITH THIS MAP ARE NOT INTENDED, AND SHALL NOT BE CONSTRUED, TO ELIMINATE OR REDUCE THOSE OBLIGATIONS IN ANY WAY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SUBDIVIDER WILL MAKE SUCH IRREVOCABLE OFFERS OF DEDICATION WITH THE UNDERSTANDING THAT IT OR ITS AFFILIATES WILL BE COMPENSATED THEREFOR IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT AND ANY OTHER AGREEMENTS BETWEEN THE CITY AND THE SUBDIVIDER AND/OR ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO AGREEMENTS ENTERED INTO OR TO BE ENTERED INTO BY THEM IN CONNECTION WITH THE FORMATION OF A COMMUNITY FACILITIES DISTRICT AS CONTEMPLATED BY THE DEVELOPMENT AGREEMENT.

HOLLYWOOD PARK RESIDENTIAL INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
R. Otto Maly
NAME: Vice President
TITLE:

HPMU4 LA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
R. Otto Maly
NAME: Manager
TITLE:

PINCA Y RE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
R. Otto Maly
NAME: Authorized Officer
TITLE:

HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
R. Otto Maly
NAME: Vice President
TITLE:

HP RESIDENTIAL CO 2021, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
R. Otto Maly
NAME: Manager
TITLE:

FIDELITY NATIONAL TITLE COMPANY, AS TRUSTEE UNDER DEEDS OF TRUST RECORDED APRIL 07, 2017, AS INSTRUMENT NO. 20170385125, AND JULY 09, 2020, AS INSTRUMENT NO. 20200751823, AND AUGUST 26, 2021, AS INSTRUMENT NO. 20211312002, AND SEPTEMBER 9, 2021, AS INSTRUMENT NO. 2021382725, ALL OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

BY: [Signature]
Justin VanderVeen
NAME: vice-president
TITLE:

PRLAP, INC, AS TRUSTEE UNDER DEED OF TRUST RECORDED APRIL 21, 2021, AS INSTRUMENT NO. 20210629212, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

BY: [Signature]
Bryan Freese
NAME: Senior Vice President
TITLE:

HOLLYWOOD PARK RETAIL PHASE 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
R. Otto Maly
NAME: Manager
TITLE:

JPMORGAN CHASE BANK, N.A., TRUSTEE UNDER A DEED OF TRUST RECORDED FEBRUARY 01, 2023 AS INSTRUMENT NO. 20230065430, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

BY: [Signature]
NAME: PETER THOMSON
TITLE: MANAGING DIRECTOR

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY PERFORMED IN 2007 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE OWNERS SHOWN HEREON IN JUNE OF 2021, AND THAT THE SURVEY WAS REVIEWED BY ME AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE AFTER COMPLETION OF THE REQUIRED IMPROVEMENTS; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON.

[Signature]
ROBERT WALKER, P.L.S. No. 7137



2/9/2023
DATE

CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF INGLEWOOD APPLICABLE AT THE TIME OF APPROVAL OF THIS PARCEL MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (a) (1), (2) AND (3) HAVE BEEN COMPLIED WITH.

[Signature]
LOUIS A. ATWELL, RCE 53062 CITY ENGINEER, CITY OF INGLEWOOD
DATE 4/7/2023



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS 15th DAY OF FEBRUARY 2023
[Signature]
DAVID O. KNELL, PLS 5301
CITY SURVEYOR
CITY OF INGLEWOOD



1443/38

TRACT NO. 80314-01

IN THE CITY OF INGLEWOOD
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CITY CLERK'S STATEMENT:

I, AISHA THOMPSON, CITY CLERK OF THE CITY OF INGLEWOOD, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF INGLEWOOD CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE 20th DAY OF December 2022, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP, AND DID ACCEPT ON BEHALF OF THE PUBLIC:

THE EASEMENTS FOR UTILITIES, WATER, SEWER AND STORM DRAIN; THE OFFER OF DEDICATION FOR PRAIRIE AVENUE SHOWN AS EXHIBIT "B" IN INSTRUMENT NO. 2010-0858621, RECORDED JUNE 23, 2010; THOSE OFFERS OF DEDICATION FOR PUBLIC STREETS MADE HEREON.

CITY COUNCIL DID ALSO APPROVE THE PROPOSED RIGHT OF WAY LINE LOCATIONS FOR PRAIRIE AVENUE AND ARBOR VITAE STREET SHOWN HEREON.

CITY COUNCIL DID ALSO APPROVE AND ACCEPT THE OFFERS OF LOWER CHAMPION PLAZA AND LOT A FOR OPEN SPACE EASEMENT PURPOSES.

2-22-23 [Signature]
DATE AISHA THOMPSON, CITY CLERK OF THE CITY OF INGLEWOOD

CITY TREASURER'S STATEMENT:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF INGLEWOOD, WHICH THE LAND SUBDIVIDED BY THIS PARCEL MAP IS SUBJECT TO, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

04/05/23 [Signature]
DATE CITY TREASURER OF THE CITY OF INGLEWOOD

SUBDIVISION COMMITTEE STATEMENT:

I HEREBY CERTIFY THAT THE SUBDIVISION COMMITTEE OF THE CITY OF INGLEWOOD HAS REVIEWED AND RECOMMENDS APPROVAL OF THIS PARCEL MAP. THE MAP MUST BE RECORDED WITH THE COUNTY OF LOS ANGELES NO LATER THAN JULY 20, 2023 AT WHICH TIME THE APPROVAL OF THE MAP SHALL EXPIRE.

[Signature]
CHRISTOPHER E. JACKSON, SR.
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
DIRECTOR CITY OF INGLEWOOD
DATE 04/06/23

TAX CERTIFICATES:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$65,275,325.00 HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON TRACT NO. 80314-01 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY [Signature] 8/29/2023
DEPUTY DATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY [Signature] 8/29/2023
DEPUTY DATE



NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Los Angeles }SS
ON February 13, 2023 BEFORE ME Hannah H. Kim, NOTARY PUBLIC, PERSONALLY APPEARED P. Otto Malu, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, [Signature]
NOTARY PUBLIC: Hannah H. Kim
COMMISSION EXPIRES: February 17, 2023
PRINCIPAL PLACE OF BUSINESS IS: Los Angeles, California
COMMISSION NUMBER: 22-11816
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Los Angeles }SS
ON February 13, 2023 BEFORE ME Hannah H. Kim, NOTARY PUBLIC, PERSONALLY APPEARED P. Otto Malu, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, [Signature]
NOTARY PUBLIC: Hannah H. Kim
COMMISSION EXPIRES: February 17, 2023
PRINCIPAL PLACE OF BUSINESS IS: Los Angeles, California
COMMISSION NUMBER: 22-11816
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

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STATE OF California
COUNTY OF Los Angeles }SS
ON February 13, 2023 BEFORE ME Hannah H. Kim, NOTARY PUBLIC, PERSONALLY APPEARED P. Otto Malu, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, [Signature]
NOTARY PUBLIC: Hannah H. Kim
COMMISSION EXPIRES: February 17, 2023
PRINCIPAL PLACE OF BUSINESS IS: Los Angeles, California
COMMISSION NUMBER: 22-11816
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STATE OF California
COUNTY OF Los Angeles }SS
ON February 13, 2023 BEFORE ME Hannah H. Kim, NOTARY PUBLIC, PERSONALLY APPEARED P. Otto Malu, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, [Signature]
NOTARY PUBLIC: Hannah H. Kim
COMMISSION EXPIRES: February 17, 2023
PRINCIPAL PLACE OF BUSINESS IS: Los Angeles, California
COMMISSION NUMBER: 22-11816
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

NOTARY ACKNOWLEDGMENT

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STATE OF California
COUNTY OF Los Angeles }SS
ON February 13, 2023 BEFORE ME Hannah H. Kim, NOTARY PUBLIC, PERSONALLY APPEARED P. Otto Malu, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, [Signature]
NOTARY PUBLIC: Hannah H. Kim
COMMISSION EXPIRES: February 17, 2023
PRINCIPAL PLACE OF BUSINESS IS: Los Angeles, California
COMMISSION NUMBER: 22-11816
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

NOTARY ACKNOWLEDGMENT

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 Orange }SS
ON May 14, 2023 BEFORE ME Briana Randel, NOTARY PUBLIC, PERSONALLY APPEARED Justin Yano, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, [Signature]
NOTARY PUBLIC: Briana Randel
COMMISSION EXPIRES: 2/14/24
PRINCIPAL PLACE OF BUSINESS IS: Orange County, CA
COMMISSION NUMBER: 2221949
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

NOTARY ACKNOWLEDGMENT

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 Illinois
COUNTY OF Cook }SS
ON February 23, 2023 BEFORE ME Sabrina Rowlette Andrews, NOTARY PUBLIC, PERSONALLY APPEARED Bryan Freese, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, [Signature]
NOTARY PUBLIC: Sabrina A. Rowlette Andrews
COMMISSION EXPIRES: 12/27/23
PRINCIPAL PLACE OF BUSINESS IS: Chicago, Illinois
COMMISSION NUMBER: 906260
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

TRACT NO. 80314-01

SHEET 3 OF 50 SHEETS

IN THE CITY OF INGLEWOOD
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**NOTARY ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Los Angeles } SS

ON February 13, 2023, BEFORE ME, Hannah H. Kim, NOTARY PUBLIC, PERSONALLY APPEARED R. Otto Klein, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, Hannah H. Kim
NOTARY PUBLIC: Hannah H. Kim
COMMISSION EXPIRES: February 17, 2023
PRINCIPAL PLACE OF BUSINESS IS: Los Angeles, California
COMMISSION NUMBER: 2277816
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Los Angeles } SS

ON February 10, 2023, BEFORE ME, Hannah H. Kim, NOTARY PUBLIC, PERSONALLY APPEARED Peter Thomson, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, Hannah H. Kim
NOTARY PUBLIC: Hannah H. Kim
COMMISSION EXPIRES: February 17, 2023
PRINCIPAL PLACE OF BUSINESS IS: Los Angeles, California
COMMISSION NUMBER: 2277816
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

SIGNATURE OMISSIONS:

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436(a) 3A (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

THE CITY OF INGLEWOOD, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES RECORDED FEBRUARY 19, 1932 IN BOOK 11481 PAGE 19 AND JULY 09, 1954 AS INSTRUMENT NO. 2788 IN BOOK 45024 PAGE 38, BOTH OF OFFICIAL RECORDS

TIDE WATER ASSOCIATES OIL COMPANY, A DELAWARE CORPORATION, HOLDER OF AN EASEMENT FOR TELEGRAPH OR TELEPHONE LINES AND CONDUITS PURPOSES RECORDED JULY 09, 1937 AS INSTRUMENT NO. 1425 IN BOOK 15129 PAGE 68, OF OFFICIAL RECORDS

THE CITY OF INGLEWOOD, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR TRAFFIC SIGNAL AND STREET LIGHTING AND INCIDENTAL PURPOSES RECORDED JANUARY 13, 1949 AS INSTRUMENT NO. 1590 IN BOOK 29160 PAGE 305, SEPTEMBER 26, 1960 AS INSTRUMENT NO. 2813 IN BOOK D-986 PAGE 145, MARCH 21, 1963 AS INSTRUMENT NO. 4622 IN BOOK D-1962 PAGE 75, AUGUST 03, 1987 AS INSTRUMENT NO. 87-1232750, AND AUGUST 04, 1987 AS INSTRUMENT NO. 87-1235757, ALL OF OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT FOR SEWER AND INCIDENTAL PURPOSES RECORDED APRIL 10, 1951 AS INSTRUMENT NO. 3434 IN BOOK 36015 PAGE 410 AND JULY 06, 2016 AS INSTRUMENT NO. 20160781187, BOTH OF OFFICIAL RECORDS.

PACIFIC TELEPHONE AND TELEGRAPH COMPANY, HOLDER OF AN EASEMENT FOR CABLES, CONDUITS AND INCIDENTAL PURPOSES RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 4602 IN BOOK D-1099 PAGE 598 AND AUGUST 30, 1972 AS INSTRUMENT NO. 4121 IN BOOK D-5595 PAGE 532, BOTH OF OFFICIAL RECORDS

THE CITY OF INGLEWOOD, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAY 07, 1953 AS INSTRUMENT NO. 2532 IN BOOK 41668 PAGE 422, NOVEMBER 24, 1971 AS INSTRUMENT NO. 3294 IN BOOK D-5268 PAGE 393, ALL OF OFFICIAL RECORDS

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR UTILITIES RECORDED DECEMBER 31, 1951 AS INSTRUMENT NO. 2509 IN BOOK 37950 PAGE 180, MARCH 01, 1972 AS INSTRUMENT NO. 4967 IN BOOK D-5373 PAGE 907, MARCH 24, 1972 AS INSTRUMENT NO. 3039 IN BOOK D-5403 PAGE 572, MARCH 31, 2015 AS INSTRUMENT NO. 20150346010, MARCH 31, 2015 AS INSTRUMENT NO. 20150346011, AUGUST 22, 2018 AS INSTRUMENT NO. 20180847417, JULY 17, 2019 AS INSTRUMENT NO. 20190694270, MAY 28, 2020 AS INSTRUMENT NO. 20200579749, MAY 28, 2020 AS INSTRUMENT NO. 20200579750, MAY 28, 2020 AS INSTRUMENT NO. 20200579751, MAY 28, 2020 AS INSTRUMENT NO. 20200579752, MAY 28, 2020 AS INSTRUMENT NO. 20200579753, MAY 28, 2020 AS INSTRUMENT NO. 20200579754, MAY 28, 2020 AS INSTRUMENT NO. 20200579755, MAY 28, 2020 AS INSTRUMENT NO. 20200579896, MAY 28, 2020 AS INSTRUMENT NO. 20200579898, MAY 28, 2020 AS INSTRUMENT NO. 20200579899, MAY 28, 2020 AS INSTRUMENT NO. 20200582101, MAY 28, 2020 AS INSTRUMENT NO. 20200702746, AUGUST 28, 2020 AS INSTRUMENT NO. 20201017154, AUGUST 28, 2020 AS INSTRUMENT NO. 20201017155, AUGUST 28, 2020 AS INSTRUMENT NO. 20201017156, AND OCTOBER 8, 2020 AS INSTRUMENT NO. 20201249867, ALL OF OFFICIAL RECORDS, AND MAY 10, 2023 AS INSTRUMENT NO. 20230305794 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED JUNE 19, 1972 AS INSTRUMENT NO. 2943, IN BOOK D-5499, PAGE 961, MAY 10, 2019 AS INSTRUMENT NO. 20190429742, JULY 19, 2019 AS INSTRUMENT NO. 20190706320, JULY 19, 2019 AS INSTRUMENT NO. 20190706321, SEPTEMBER 18, 2019 AS INSTRUMENT NO. 20190971437, SEPTEMBER 18, 2019 AS INSTRUMENT NO. 20190971438, OCTOBER 1, 2019 AS INSTRUMENT NO. 20191032156, OCTOBER 4, 2019 AS INSTRUMENT NO. 20191051088, APRIL 21, 2020 AS INSTRUMENT NO. 20200441033, APRIL 21, 2020 AS INSTRUMENT NO. 20200441179, SEPTEMBER 10, 2020 AS INSTRUMENT NO. 20201087548, ALL OF OFFICIAL RECORDS.

GETTY OIL COMPANY, A DELAWARE CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED AUGUST 25, 1969 AS INSTRUMENT NO. 2718 IN BOOK D-4476 PAGE 969 AND AUGUST 03, 1972 AS INSTRUMENT NO. 3348, BOTH OF OFFICIAL RECORDS

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, HOLDER OF AN EASEMENT FOR COVERED STORM DRAIN AND INCIDENTAL PURPOSES RECORDED NOVEMBER 29, 1972 AS INSTRUMENT NO. 3397 IN BOOK D-5682, PAGE 260 AND NOVEMBER 30, 1976 AS INSTRUMENT NO. 3581 IN BOOK D-7336 PAGE 142, BOTH OF OFFICIAL RECORDS

SIGNATURE OMISSIONS:

HOME DEPOT U.S.A., INC., A DELAWARE CORPORATION, AND TARGET CORPORATION, A MINNESOTA CORPORATION, HOLDERS OF AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES RECORDED OCTOBER 20, 2000 AS INSTRUMENT NO. 00-1643133 OF OFFICIAL RECORDS.

THE LOS ANGELES WORLD AIRPORTS, HOLDER OF AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES RECORDED JULY 07, 2009 AS INSTRUMENT NO. 20091016044, OF OFFICIAL RECORDS

STADCO LA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HOLDER OF A LEASEHOLD INTEREST AS DISCLOSED BY MEMORANDUM OF LEASE RECORDED MAY 16, 2018 AS INSTRUMENT NO. 20180482372 AND JUNE 7, 2018 AS INSTRUMENT NO. 20180565058, BOTH OF OFFICIAL RECORDS

PINCAV RE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND STADCO LA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HOLDERS OF AN EASEMENT FOR TUNNEL AND INCIDENTAL PURPOSES RECORDED JULY 2, 2018 AS INSTRUMENT NO. 20180658722 OF OFFICIAL RECORDS

PERFORMANCE COMPANY LA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HOLDER OF AN EASEMENT FOR RECIPROCAL RIGHTS AS DISCLOSED BY AN EASEMENT AGREEMENT RECORDED APRIL 2, 2020 AS INSTRUMENT NO. 20200378613 OF OFFICIAL RECORDS.

PERFORMANCE COMPANY LA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HOLDER OF A LEASEHOLD INTEREST AS DISCLOSED BY MEMORANDUM OF LEASE RECORDED APRIL 2, 2020 AS INSTRUMENT NO. 20200378614 OF OFFICIAL RECORDS.

NFL ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HOLDER OF A LEASEHOLD INTEREST AS DISCLOSED BY AN AGREEMENT RECORDED APRIL 21, 2021 AS INSTRUMENT NO. 20210629213 OF OFFICIAL RECORDS.

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436(a) (3C) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AS SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

TIDEWATER ASSOCIATED OIL COMPANY, HOLDER OF RIGHTS TO ALL MINERALS, INCLUDING BUT NOT LIMITED TO HYDROCARBONACEOUS SUBSTANCES, PER DOCUMENT RECORDED FEBRUARY 25, 1947 IN BOOK 24243 PAGE 423, OF OFFICIAL RECORDS.

PEARL M. WHIPPLE, HOLDER OF RIGHTS TO UNDIVIDED 7/200THS OF ONE PERCENT (1%) OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, PER DOCUMENT RECORDED SEPTEMBER 17, 1953 AS INSTRUMENT NO. 3005, IN BOOK 42717, PAGE 41 OF OFFICIAL RECORDS

MANCHESTER AVENUE COMPANY, A CALIFORNIA CORPORATION, HOLDER OF RIGHTS TO UNDIVIDED TWENTY-EIGHT TWO HUNDREDTHS (28/200) OF ONE PERCENT (1%) OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, PER DOCUMENT RECORDED AUGUST 31, 1956 AS INSTRUMENT NO. 2084 IN BOOK 52179 PAGE 412, OF OFFICIAL RECORDS.

MASON LETTEAU, F. T. HINTON AND JOHN R. MAC FADEN, AS BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETERY ASSOCIATION, HOLDER OF RIGHTS TO ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY, PER DOCUMENT RECORDED MARCH 18, 1964 AS INSTRUMENT NO. 1220 IN BOOK D-2398 PAGE 795, OF OFFICIAL RECORDS.

HOLLYWOOD PARK HOTEL CORPORATION, HOLDER OF RIGHTS TO ALL MINERALS, OIL, GAS, HYDROCARBON AND OTHER SIMILAR RIGHTS, PER DOCUMENT RECORDED AUGUST 12, 1977 AS INSTRUMENT NO. 77-888762, OF OFFICIAL RECORDS.

HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, HOLDER OF RIGHTS TO ALL SUBSURFACE OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON AND OTHER GASEOUS SUBSTANCES, PER DOCUMENT RECORDED MAY 18, 1982 AS INSTRUMENT NO. 82-511580 OF OFFICIAL RECORDS.

BASIS OF BEARINGS:

THE BEARING OF N89°51'16"W ALONG THE CENTERLINE OF CENTURY BOULEVARD, AS SHOWN AS N89°59'35"W ON PARCEL MAP NO. 25640, RECORDED IN BOOK 289 PAGES 53-61 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

BENCH MARK:

LA COUNTY SURVEYOR'S BM #Y-6853, BEING A CSBM MON. IN WELL 1 FT WEST OF CURB FACE, 22 FT SOUTH OF BCR @ SW CORNER CRENSHAW BLVD. AND MANCHESTER BLVD. 104 FT SOUTH & 40 FT WEST OF C/L INT. MARKED (BM 27-66 1953 RE 63).

WATTS QUAD ELEV. = 216.519 FT. NAVD 88, QUAD YEAR 1995, 2000 ADJUSTMENT.

SOILS AND/OR GEOLOGIC REPORT(S):

THE FOLLOWING SOILS REPORT(S) AND/OR GEOLOGIC REPORT(S) RELATING TO TRACT NO. 80314-01 HAVE BEEN PREPARED:

DATE OF REPORT: MARCH 30, 2007

TITLE OF REPORT: GEOTECHNICAL EVALUATION FOR ENVIRONMENTAL IMPACT REPORT
PROPOSED RESIDENTIAL AND COMMERCIAL DEVELOPMENT
HOLLYWOOD PARK REDEVELOPMENT
INGLEWOOD, CA

FIRM NAME: GROUP DELTA CONSULTANTS, INC.
ENGINEER (OR GEOLOGIST): MICHAEL D. READER
REGISTRATION NO. GE #2259

LOCATION WHERE ON FILE FOR PUBLIC INSPECTION: CITY OF INGLEWOOD CITY HALL

LETTERED LOT USES:

LOT A IS FOR URBAN PARK PURPOSES.

LOT Q IS FOR URBAN PARK PURPOSES.

AIRSPACE LOT A IS FOR PERFORMANCE VENUE PURPOSES.

AIRSPACE LOTS B, C AND D ARE RESERVED FOR UNDERGROUND STADIUM ROOF SUPPORT FOUNDATION STRUCTURES.