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15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17
18 FOR THE COUNTY OF LOS ANGELES

19 PINCAY RE, LLC; HOLLYWOOD PARK
20 RESIDENTIAL INVESTORS, LLC;
21 HOLLYWOOD PARK RETAIL/
22 COMMERCIAL INVESTORS, LLC; HPMU4
23 LA, LLC; STADCO LA, LLC;
24 PERFORMANCE COMPANY LA, LLC; HP
25 RESIDENTIALCO 2021, LLC; HP
26 RESIDENTIALCO 2023, LLC; HP HOTEL
27 RE, LLC; HPMU11 LA, LLC; and
28 HOLLYWOOD PARK RETAIL PHASE I,
LLC,

Petitioners and Plaintiffs,

v.

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

Respondents and Defendants,

WOW MEDIA, INC.,

Real Party in Interest.

Case No. 25STCP02561

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

1 Agreement is illegal and invalid, the City’s entry into it constituted an illegal and *ultra vires* act, and is
2 *void ab initio*.

3 3. The Project is a nearly 300-acre development that includes up to an 890,000-square-
4 foot retail area and creative office space, residences, public parks, and a lake, all of which surround
5 and support the two premier sports and entertainment venues in Los Angeles at the center of the
6 project—SoFi Stadium and YouTube Theater. The Project was developed by and at the sole cost of
7 the private entities of Hollywood Park. The multi-billion dollar stadium at the center of the Project did
8 not receive any public subsidy, and Hollywood Park advanced the costs of all public infrastructure, to
9 be paid back only after the City collects millions of dollars from the Project each year through taxes,
10 parking, ticket, and sales revenue. The Project was originally approved pursuant to a statutory
11 development agreement under Government Code section 65864 *et. seq.* between the City and
12 Hollywood Park and executed on August 7, 2009, which was later amended and restated on April 15,
13 2015 as part of a voter-sponsored initiative that added an NFL-ready stadium and numerous other
14 public and private improvements to the Project (the “Development Agreement”). To accommodate the
15 needs of a major NFL venue, the 2015 updates incorporated and legally vested new zoning that granted
16 Hollywood Park broad signage and off-site advertising rights throughout the Project area. The City
17 agreed that it would not have any rights to share in sponsorship or signage revenues because those
18 revenues were expected to support funding of the private investment in the Project. At the same time,
19 City laws vested by the Development Agreement prohibited new billboards within 1,000 of existing
20 approved signage.

21 4. Now that the Project has been completed with private funds and in reliance on the
22 assurances provided to Hollywood Park by the City through the Development Agreement, and now
23 that SoFi Stadium (the “Stadium”) and YouTube Theater are open and operational world-class sports
24 and entertainment venues generating substantial revenue and creating thousands of good-paying local
25 jobs, the City has pulled the rug out from under Hollywood Park by adopting the Billboard
26 Agreement—which siphons revenues away from Hollywood Park in violation of the Development
27 Agreement. The Billboard Agreement permits WOW to erect large billboards immediately adjacent to
28

1 the Project. These signs are located in the public right of way, within the sidewalk at the perimeter of
2 the Project, and pose serious threats to pedestrian safety.

3 5. The Billboard Agreement violates the Development Agreement on its terms. The
4 Billboard Agreement is contrary to the vested ordinances, resolutions, codes, rules, regulations, and
5 official policies in force and effect in 2009, and therefore is a material breach of the Development
6 Agreement between Hollywood Park and the City. It also undercuts Hollywood Park’s ability to
7 achieve necessary sponsorship revenues from the Project, as contemplated by the Development
8 Agreement, and potentially undermines “clean zone” requirements for events such as the 2026 World
9 Cup, the 2027 Super Bowl, and the 2028 Olympics. On July 10, 2025, Hollywood Park issued a notice
10 of default to the City under the Development Agreement. If the 30-day cure period identified in the
11 default notice elapses and the City fails to cure its default, Hollywood Park will amend this complaint
12 to include a claim for breach of contract.

13 6. Although the City has titled its agreement with WOW as a “development agreement,”
14 and has called for its recordation in accordance with Government Code section 65868.5, the Billboard
15 Agreement is not a statutory development agreement under Government Code section 65864 *et. seq.*
16 Procedurally, the City adopted the Billboard Agreement without complying with the statutory
17 procedures and substantive standards required for adoption of a development agreement, including
18 (among others): the City provided no public notice of adoption to adjacent property owners; the City
19 held no public hearing before the Planning Commission; the City held no public hearing before the
20 City Council; the City made no findings of general plan consistency; the Billboard Agreement was not
21 adopted by ordinance; the Billboard Agreement was not subject to a 30-day referendum period; and
22 the Billboard Agreement does not provide for mandatory annual reviews. Accordingly, it is not legally
23 a development agreement.

24 7. Because the Billboard Agreement is not a statutory development agreement under the
25 Government Code, it cannot constrain the City’s police power. California law prohibits a municipality
26 from entering into an agreement or contract that waives, or consents to a violation of, its own land use
27 laws and regulations, or otherwise commits to take or refrain from a regulatory action, except pursuant
28 to the statutorily prescribed procedures and standards set forth in Government Code section 65864 *et*

1 *seq.* In contravention of nearly 50 years of legal authority, the Billboard Agreement improperly
2 contracts away the City’s police power by granting “exclusivity” for WOW signage, declaring WOW’s
3 rights vested such that no new City regulation would apply to it, allowing any type of advertising
4 content, granting WOW “exclusive” rights to enter into media agreements with advertisers, and
5 otherwise ceding exclusive authority over the content and regulation of all future signage to WOW.
6 The Billboard Agreement states that WOW’s interest in the Agreement “shall vest at the Effective
7 Date,” and, other than requirements “over which the City has no regulatory authority or control, . . . no
8 subsequent changes in the Applicable Requirements (over which the City has regulatory authority or
9 control) . . . shall negatively affect WOW’s rights under this Agreement.” (Billboard Agreement,
10 § 2(e).) These promises improperly bargain away the City’s police powers and make the agreement
11 invalid and unenforceable. (*Trancas Property Owner’s Assn. v. City of Malibu* (2006) 138 Cal.App.4th
12 172, 181, quoting *Avco Community Developers, Inc. v. South Coast Regional Com.*(1976) 17 Cal.3d
13 785, 800 [“a promise by the government that zoning laws thereafter enacted would not be applicable
14 [to a particular property] would be invalid and unenforceable as contrary to public policy.”].) The
15 City’s entry into the Billboard Agreement thus constituted a void, invalid, and *ultra vires* act.

16 8. Beyond that, the Billboard Agreement is inconsistent with multiple City ordinances,
17 including the City’s municipal code, which prohibits billboards in any public right-of-way, among
18 other restrictions violated by the Billboard Agreement.

19 9. Hollywood Park now brings this Petition and Complaint to challenge the Billboard
20 Agreement and asks this Court to direct the City, by way of writ of mandate and declaratory and
21 injunctive relief, to fulfill its mandatory duty by setting aside and ceasing implementation of the
22 Billboard Agreement, including the issuance of any permits issued under it.

23 **II. PARTIES**

24 10. Petitioner and Plaintiff Pincay RE, LLC is a limited liability company organized under
25 the laws of Delaware. Pincay RE, LLC, in connection with the other entities of Hollywood Park,
26 collectively holds fee and ground leasehold interests in the Project and is a party to the Development
27 Agreement. As such, Pincay RE, LLC has a beneficial interest in the issuance of the writ of mandate
28 sought here.

1 11. Petitioner and Plaintiff Hollywood Park Residential Investors, LLC is a limited liability
2 company organized under the laws of Delaware. Hollywood Park Residential Investors, LLC, in
3 connection with the other entities of Hollywood Park, holds property interests in the Project and is a
4 party to the Development Agreement. As such, Hollywood Park Residential Investors, LLC has a
5 beneficial interest in the issuance of the writ of mandate sought here.

6 12. Petitioner and Plaintiff Hollywood Park Retail/Commercial Investors, LLC is a limited
7 liability company organized under the laws of Delaware. Hollywood Park Retail/Commercial
8 Investors, LLC, in connection with the other entities of Hollywood Park, collectively holds property
9 interests in the Project and is a party to the Development Agreement. As such, Hollywood Park
10 Retail/Commercial Investors, LLC has a beneficial interest in the issuance of the writ of mandate
11 sought here.

12 13. Petitioner and Plaintiff HPMU4 LA, LLC is a limited liability company organized under
13 the laws of Delaware. HPMU4 LA, LLC, in connection with the other entities of Hollywood Park,
14 collectively holds property interests in the Project and is a party to the Development Agreement. As
15 such, HPMU4 LA, LLC has a beneficial interest in the issuance of the writ of mandate sought here.

16 14. Petitioner and Plaintiff Stadco LA, LLC is a limited liability company organized under
17 the laws of Delaware. Stadco LA, LLC, in connection with the other entities of Hollywood Park,
18 collectively holds property interests in the Project and is a party to the Development Agreement. As
19 such, Stadco LA, LLC has a beneficial interest in the issuance of the writ of mandate sought here.

20 15. Petitioner and Plaintiff Performance Company LA, LLC is a limited liability company
21 organized under the laws of Delaware. Performance Company LA, LLC, in connection with the other
22 entities of Hollywood Park, collectively holds property interests in the Project and is a party to the
23 Development Agreement. As such, Performance Company LA, LLC has a beneficial interest in the
24 issuance of the writ of mandate sought here.

25 16. Petitioner and Plaintiff HP ResidentialCo 2021, LLC is a limited liability company
26 organized under the laws of Delaware. HP ResidentialCo 2021, LLC, in connection with the other
27 entities of Hollywood Park, collectively holds property interests in the Project and is a party to the
28

1 Development Agreement. As such, HP ResidentialCo 2021, LLC has a beneficial interest in the
2 issuance of the writ of mandate sought here.

3 17. Petitioner and Plaintiff HP ResidentialCo 2023, LLC is a limited liability company
4 organized under the laws of Delaware. HP ResidentialCo 2023, LLC, in connection with the other
5 entities of Hollywood Park, collectively holds property interests in the Project and is a party to the
6 Development Agreement. As such, HP ResidentialCo 2023, LLC has a beneficial interest in the
7 issuance of the writ of mandate sought here.

8 18. Petitioner and Plaintiff HP Hotel RE, LLC is a limited liability company organized
9 under the laws of Delaware. HP Hotel RE, LLC, in connection with the other entities of Hollywood
10 Park, collectively holds property interests in the Project and is a party to the Development Agreement.
11 As such, HP Hotel RE, LLC has a beneficial interest in the issuance of the writ of mandate sought here.

12 19. Petitioner and Plaintiff HPMU11 LA, LLC is a limited liability company organized
13 under the laws of Delaware. HPMU11 LA, LLC, in connection with the other entities of Hollywood
14 Park, collectively holds property interests in the Project and is a party to the Development Agreement.
15 As such, HPMU11 LA, LLC has a beneficial interest in the issuance of the writ of mandate sought
16 here.

17 20. Petitioner and Plaintiff Hollywood Park Retail Phase I, LLC is a limited liability
18 company organized under the laws of Delaware. Hollywood Park Retail Phase I, LLC, in connection
19 with the other entities of Hollywood Park, collectively holds property interests in the Project and is a
20 party to the Development Agreement. As such, Hollywood Park Retail Phase I, LLC has a beneficial
21 interest in the issuance of the writ of mandate sought here.

22 21. Hollywood Park is informed and believes and on that basis alleges that Respondent and
23 Defendant City of Inglewood is a municipal corporation, duly chartered and formed under the
24 Constitution of the State of California and the City's Charter. The City of Inglewood is a party both to
25 the Development Agreement and the Billboard Agreement. Hollywood Park is informed and believes
26 and thereon alleges that Respondent Inglewood City Council ("City Council") is the legislative body
27 of the City of Inglewood. The City, acting by and through the City Council, is the public body that
28 approved the Billboard Agreement.

1 Section 7.1 of the Development Agreement also vested the ordinances, regulations, codes, and rules
2 that were in effect in 2009 when the original Development Agreement had been approved. The
3 Development Agreement is attached to this Petition and Complaint as Exhibit 1.

4 27. The Development Agreement contains express provisions relevant here. Specifically,
5 the City agrees to good-faith cooperation with the owners of the Stadium project in their efforts to
6 recruit key athletic organizations and sporting event opportunities to the City, as set forth in section 7.7
7 of the Development Agreement. Next, pursuant to sections 7.1 and 7.2 of the Development Agreement,
8 the City agreed that Hollywood Park development's vested rights date back to the original approval in
9 2009. The City revised certain sections of its Municipal Code dealing with billboard signage after the
10 original adoption date of the Development Agreement in 2009. To the extent these changes modified
11 the rules so they "conflict with or impede the Vested Rights" per section 8 of the Development
12 Agreement, they are inapplicable to the Hollywood Park project during the term of the Development
13 Agreement. Further, the City agreed to a covenant of further assurances set forth in section 43, in
14 which the City committed to take all actions necessary to achieve the purposes of the Development
15 Agreement.

16 28. As part of its financing plan, and as is typical of major stadium, the Stadium and the
17 other areas of Hollywood Park rely on revenue generated by entering into naming rights arrangements
18 and sponsorships. Significant assets granted to these sponsors include the right to exclusivity in the
19 category of their business operations and in some cases, to exclusive signage.

20 29. The multi-billion dollar Stadium did not receive any public subsidy, and Hollywood
21 Park advanced the costs of all public infrastructure, to be paid back only after the City collects
22 \$25 million in annual new incremental property tax and parking, sales and ticket taxes from events in
23 the Stadium. Hollywood Park has created and will continue to create thousands of good-paying local
24 jobs, among other community benefits.

25 30. Hollywood Park has invested billions of dollars to create a world-class Stadium, other
26 mixed-use development, and related infrastructure, all without a dollar of upfront public investment.
27 Material commitments in the Development Agreement were that a critical source of revenue for the
28

1 Stadium would be signage and sponsorship revenue, and that the City would not impose any exactions
2 or otherwise require any revenue sharing with the City.

3 31. Consistent with what the parties contemplated in the Specific Plan and the Development
4 Agreement, Hollywood Park has entered into, and will enter into, numerous agreements with sponsors,
5 advertisers, and organizations such as FIFA (for the World Cup), the NFL (for the Super Bowl), and
6 LA28 (for the Olympics). These organizations rely on the sale of sponsorship and advertising dollars
7 to help pay the costs of hosting these world-class events at Hollywood Park and have strict requirements
8 regarding competing signage. These organizations require that Hollywood Park maintain “clean
9 zones” for their key sponsorship requirements to ensure that any sponsors of these events are not
10 competing with nearby advertising.

11 **B. After the Stadium Opens, the City Adopts the Billboard Agreement Without Complying**
12 **with Proper Procedure, Siphoning the Value of the Project from Hollywood Park**

13 32. On April 15, 2025, the City approved the Billboard Agreement, titled the “Lease and
14 Development Agreement,” that purports to allow WOW to “lease certain locations within the City for
15 the purpose of developing and constructing certain kiosk advertising displays.” The City’s approval
16 of the Billboard Agreement and accompanying Mitigated Negative Declaration (“MND”) is attached
17 to this Petition and Complaint as Exhibit 2. Although the Billboard Agreement disingenuously refers
18 to the approved signage as “kiosks,” its language is explicit that the “kiosks” are billboards by another
19 name. The Billboard Agreement plainly grants WOW the exclusive right to construct, operate, and
20 maintain “Billboards,” which is defined to include “all manner of display, signage and other advertising
21 assets of any size and character” surrounding the Project. (Billboard Agreement, § 1(c).) In any event,
22 the signs described and contemplated by the Billboard Agreement are described as “digital displays”
23 that are 22 feet tall, and cannot reasonably be identified as “kiosks.”

24 33. Although styled as a “Development Agreement,” and although section 3(m)(xxvii) of
25 the Billboard Agreement calls for its recordation in accordance with section 65868.5 of the
26 Development Agreement statute in the Government Code, the Billboard Agreement is not a statutory
27 development agreement under section 65864 *et seq.*

1 34. In connection with the approval of the Billboard Agreement, contrary to the
2 requirements of the Development Agreement statute, there was no Planning Commission or City
3 Council public hearing, no notice was given to adjacent property owners, no finding of consistency
4 with the General Plan, and the Billboard Agreement was not adopted by ordinance subject to
5 referendum. Nor do the Billboard Agreement’s contents meet the Government Code requirements.

6 35. According to the MND adopted in connection with the Billboard Agreement, there will
7 be 60 digital signs and 108 digital screens contained in “two types of digital signs: kiosks and digital
8 street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and
9 the digital street displays would be no taller than 22 feet from the ground to the top of the structure . .
10 . . Digital street displays would be installed within the public sidewalks and within the center medians
11 of the roadways. Prairie Avenue does not have a center median, so the digital street displays would be
12 installed on the sidewalk.” (MND § 2.2.)

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

16 37. What is clear, however, is that the sign locations have been purposefully chosen to take
17 advantage of their close proximity to the entertainment and sports venues, particularly the Stadium and
18 its upcoming high-profile events. Indeed, a video on WOW’s website (<https://wowmedia.com/>) shows
19 locations of their current signage “surrounding LA’s iconic venues,” as well as the upcoming events
20 (listed at the end of the video). The 22-foot high digital displays will provide signage that is even
21 closer.

22 **C. The Billboard Agreement Conflicts With State and Municipal Laws**

23 38. The Billboard Agreement is void *ab initio* because it improperly delegates the City’s
24 police power outside of a development agreement and without going through the proper procedures
25 mandated by the Government Code required for a development agreement. Further, the Billboard
26 Agreement runs contrary to a number of restrictions and requirements under the City’s Municipal Code
27 regarding the placement of billboards within the City.
28

1 39. The Billboard Agreement purports to restrict the City’s ability to approve other
2 Billboards within 2,500 feet of any WOW Billboard, and it imposes a 1,000-foot limit following
3 installation of the billboards, for a lease term of up to 40 years. Specifically, the “exclusivity” provision
4 incorporated in the Billboard Agreement’s definition of “Premises Locations” provides in section
5 1(h)(iv): “City shall not permit or otherwise authorize or allow (whether on City Property or Private
6 Property), any non-WOW Billboards or other types of off-site signs within a radius of 2500 feet of any
7 WOW-authorized TIN structure.”

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

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

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

21 42. Specifically, except as authorized by Government Code section 65864 *et. seq.* pursuant
22 to a validly adopted statutory development agreement, the City has no legal authority to make any
23 contractual commitment to a private party as to how it will exercise (or even, not exercise) its regulatory
24 authority—and it certainly has no legal authority to make that commitment for 40 years. The included
25 exclusivity and “vested rights” clauses are a clear surrender of the City’s police power, making the
26 Billboard Agreement void *ab initio*.¹

27 ¹ The Billboard Agreement makes a crude attempt to obfuscate the bargaining away of the police
28 powers by stating: “notwithstanding anything contained in this Agreement to the contrary, the
Parties specifically acknowledge that the City shall not be bound, limited or restricted in any way
from exercising its general police power, including but not limited to, amending or modifying the
City’s municipal or zoning code, necessary to conduct and and/or perform the municipal affairs of
the City, or Applicable Requirements over which the City has no regulatory authority or control.”
(§ 2(e)). This reservation of rights is wholly illusory as it limits the City’s future powers to
actions “necessary to conduct and and/or perform the municipal affairs of the City.”

1 43. The Billboard Agreement also purports to exempt WOW from application of numerous
2 provisions of the City’s municipal code (the “IMC”), which were adopted in order to provide
3 “minimum standards to safeguard life, health, property, and the public welfare by regulating and
4 controlling the design, quality of materials, construction, size, height, illumination, location, and
5 maintenance of all signs, sign structures, and other exterior advertising devices” in the City. (IMC §
6 12-68.)

7 44. Among other requirements, IMC section 12-80(A) prohibits billboards in any public
8 right-of-way, which the Billboard Agreement plainly violates by permitting “within the public
9 sidewalks and within the center medians of the roadways.” (MND § 2.2.)

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

18 46. Before authorizing billboards that deviated from the requirements of the City municipal
19 code, the City did not make any effort to obtain a variance to the existing restrictions on billboards.
20 The City held no hearings and made no findings in support of a variance, as required by state law and
21 incorporated into the City’s municipal code. (See IMC § 12-97 *et seq.*; *Committee to Save the*
22 *Hollywoodland Specific Plan v. City of Los Angeles* (2008) 161 Cal.App.4th 1168.) Similarly, section
23 12-80 of the IMC sets forth the requirements for a billboard variance through a Special Use Permit.
24 The City did not hold a hearing or make findings in support of a Special Use Permit either.

25 47. Further, the Billboard Agreement fails to comply with IMC § 12-83(a), which limits the
26 ability of the city to approve signs in public places except in conjunction with a Master Sign Plan and
27 Sign Overlay Zone. Upon information and belief, the City did not approve the Billboard Agreement
28 consistent with the Master Sign Plan and Sign Overlay Zone.

1 52. As alleged and shown above, the adoption of the Billboard Agreement contravenes
2 California statutory law and policy and is therefore unlawful and *ultra vires*. Hollywood Park therefore
3 seeks a writ of traditional mandamus pursuant to California Code of Civil Procedure section 1085, or,
4 alternatively, a writ of administrative mandamus pursuant to Code of Civil Procedure section 1094.5,
5 directing Respondents to set aside the Billboard Agreement and refrain from taking any actions to
6 implement the Billboard Agreement on the grounds that it constitutes an improper contracting away of
7 the City’s police power, failed to comply with proper procedural requirements, and is inconsistent with
8 local and State law, among other defects alleged herein. The Billboard Agreement is therefore void *ab*
9 *initio*. (See *Summit Media LLC v. City of Los Angeles* (2012) 211 Cal.App.4th 921.)

10 53. Adoption of the Billboard Agreement violates various sections of the City’s Municipal
11 Code, including section 12-80(B)(2), which prohibits billboards in any public right-of-way, section 12-
12 80(I)(1)(b), which requires that billboards be subject to “standards.”

13 54. The City failed to comply with the procedural requirements of the Development
14 Agreement statute in connection with the approval of the Billboard Agreement. The City failed to
15 conduct a Planning Commission or City Council public hearing, failed to provide notice to adjacent
16 property owners, failed to make a finding of consistency with the General Plan, and did not adopt the
17 agreement by ordinance subject to referendum.

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

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

23 57. Hollywood Park has been and will continue to be irreparably harmed by Respondents’
24 adoption of the Billboard Agreement because it impairs the vested rights granted to Hollywood Park
25 through the Development Agreement by allowing competing signage within 1,000 feet of signage at
26 Hollywood Park, and by allowing the City to indirectly impose revenue sharing on signage revenues
27 generated by Hollywood Park’s development of the Stadium project. Further, Hollywood Park’s ability
28 comply with the requirements of its organizational partners, such as the NFL, LA28, and FIFA, is

1 severely impaired by this Billboard Agreement. The Billboard Agreement gives WOW the right to
2 control all the advertising on its billboards. However, the NFL, LA28, and FIFA all have strict “clean
3 zone” requirements that limit advertising from competing event sponsors within a specified geographic
4 area around event venues. If the Billboard Agreement were to be enforced, the City would be unable
5 to exercise its legitimate regulatory authority to enact zoning laws consistent with mandated “clean
6 zone” requirements. Hollywood Park has no plain, speedy, and adequate remedy in the ordinary course
7 of law.

8 58. Hollywood Park is excused from exhausting its administrative remedies because the
9 City failed to include a reference to Government Code section 65009, which is required under this
10 section in order to limit issues raised in litigation to those raised at a properly noticed public hearing.
11 In the alternative, Hollywood Park has exhausted its administrative remedies, or is excused from
12 exhausting any available remedies because any such pursuit would be futile, such pursuit would not
13 afford Hollywood Park the relief it seeks, and no requirement to exhaust administrative remedies
14 applies to challenges to an illegal government contract. (See *Summit Media LLC v. City of Los Angeles*
15 (2012) 211 Cal.App.4th 921, 933.)

16 59. As a result, Hollywood Park is entitled to, and requests that this Court issue, a
17 peremptory writ of mandate compelling the City to set aside the Billboard Agreement.

18 60. Hollywood Park further requests that the Court order the City to refrain from taking any
19 action in connection with or in furtherance of implementation of the Billboard Agreement.

20 **SECOND CAUSE OF ACTION**
21 **(Declaratory Relief)**

22 61. Hollywood Park realleges and incorporates herein by reference Paragraphs 1 through
23 50 above.

24 62. An actual controversy has arisen and now exists relating to the rights and duties of
25 Hollywood Park and the City. Hollywood Park contends that the Billboard Agreement is illegal and
26 invalid, and that the City acted beyond its powers by entering into it. The City, on the other hand,
27 contends that the Billboard Agreement is legal, valid, enforceable, and a proper exercise of the City’s
28 powers.

1 63. Hollywood Park is entitled to declaratory judgment that the Billboard Agreement is
2 illegal and invalid, and that the City acted beyond its powers by entering into it.

3
4 **THIRD CAUSE OF ACTION**
5 **(Injunctive Relief)**

6 64. Hollywood Park realleges and incorporates herein by reference Paragraphs 1 through
7 50 above.

8 65. Hollywood Park seeks injunctive relief prohibiting the City from implementing the
9 Billboard Agreement, which the City has acted beyond its powers by entering.

10 66. The Billboard Agreement is both substantively and procedurally invalid and ineffective
11 because it was adopted without public notice, hearing, or comment, improperly contracts away the
12 City's police powers, conflicts with multiple City regulations, and infringes on Hollywood Park's
13 vested property rights.

14 67. If the Billboard Agreement is effectuated despite the clear violation of state and
15 municipal law, Hollywood Park will be immediately and irreparably harmed.

16 68. Hollywood Park has no adequate remedy at law.

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

19 70. A temporary restraining order and preliminary injunction is appropriate under the
20 circumstances in light of the fact that Hollywood Park is likely to prevail on the merits in this action
21 and also that the harm to Hollywood Park if a temporary restraining order and preliminary injunction
22 is not issued far outweighs the harm to the City if a temporary restraining order and preliminary
23 injunction is issued.

24 **V. PRAYER**

25 WHEREFORE, Hollywood Park prays for issuance of a writ of mandate and judgment as
26 follows:

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

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

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

7 D. That the Court award reasonable attorneys' fees incurred in this matter pursuant to Code
8 of Civil Procedure section 1021.5 and other pertinent law;

9 E. That the Court award costs of suit incurred herein; and

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

11
12
13 DATED: July 11, 2025

GIBSON, DUNN & CRUTCHER LLP

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VERIFICATION


I, R. Otto Maly, declare as follows:

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

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

7/11/2025 | 9:02 AM PDT

Executed on _____ at Napa, CA

DocuSigned by:

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R. Otto Maly

Exhibit 1 to Petition and Complaint
Development Agreement

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT
Title of Document

**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.

2.47. 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, Landowners 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, practicably 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 practicably 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.

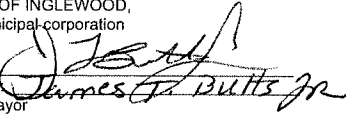
IN WITNESS WHEREOF, the City of Inglewood, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk, and Landowner has caused this Agreement to be executed.

"CITY"

"LANDOWNER"

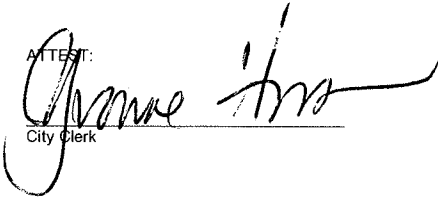
CITY OF INGLEWOOD,
a municipal corporation

By: _____
Name: _____
Its: Mayor



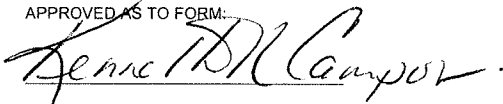
ATTEST:

City Clerk



APPROVED AS TO FORM:

City Attorney

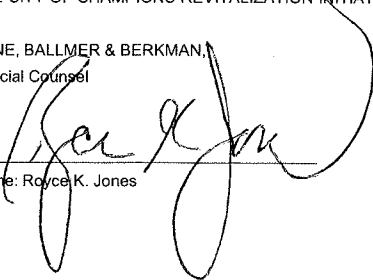


APPROVED AS TO FORM AND FOR CONSISTENCY WITH
THE CITY OF CHAMPIONS REVITALIZATION INITIATIVE:

KANE, BALLMER & BERKMAN,
Special Counsel

By: _____

Name: Royce K. Jones

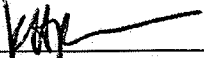


IN WITNESS WHEREOF, the City of Inglewood, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk, and Landowner has caused this Agreement to be executed.

LANDOWNER:

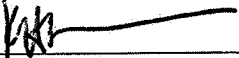
CASINO PROPERTY LANDOWNER:

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

By: 
Name: Kristin Renaudin
Title: Vice President

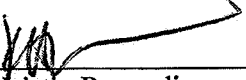
RESIDENTIAL PROPERTY LANDOWNER:

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

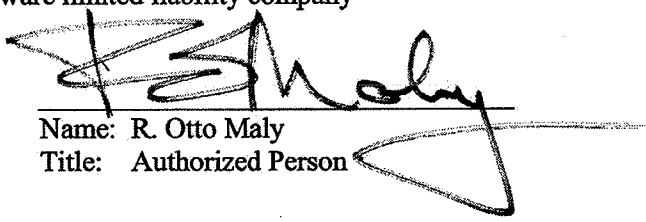
By: 
Name: Kristin Renaudin
Title: Vice President

[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.

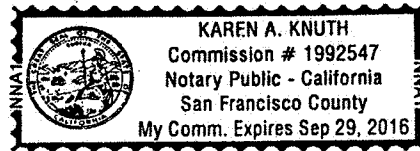
STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

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.

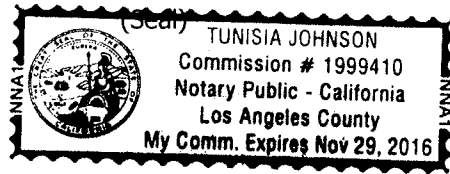
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

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.

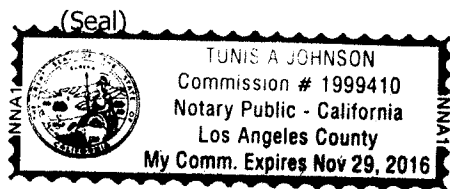
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

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



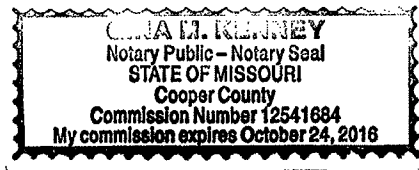
STATE OF MISSOURI)
COUNTY OF Boone)

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)

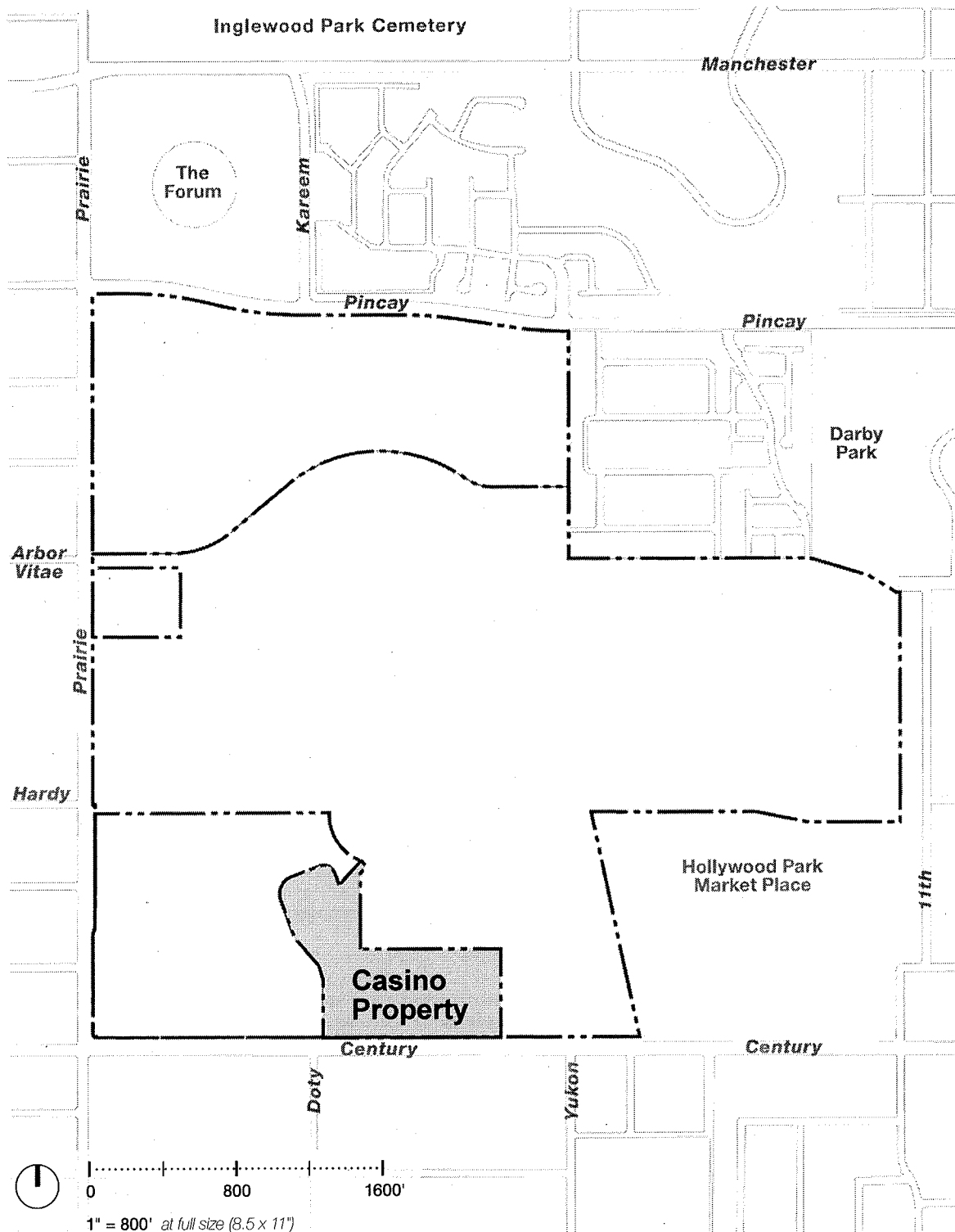


Exhibit A-2-2- Depiction of Casino Property (Post-LLA)

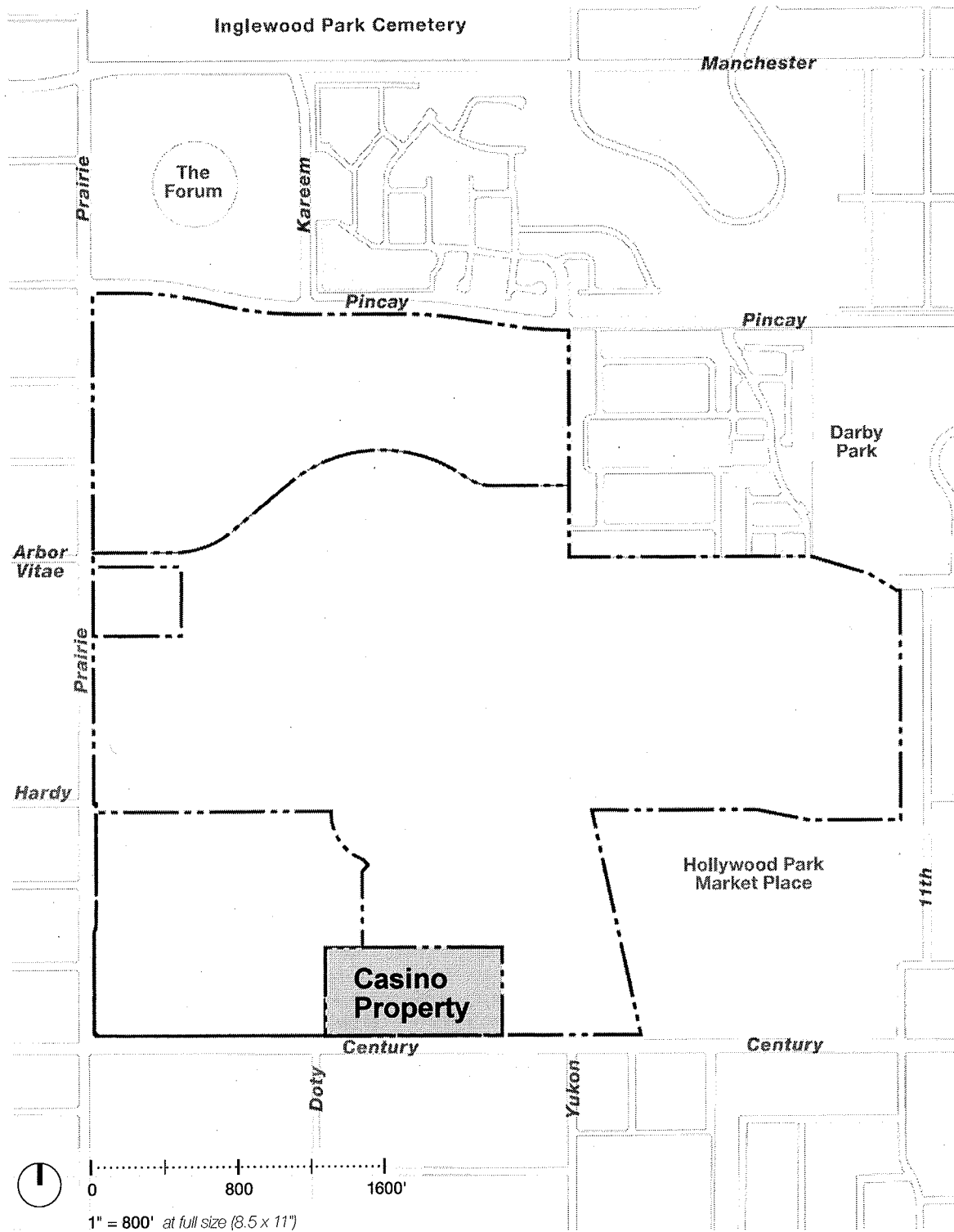


Exhibit A-3: Legal Description of Northern Parcel

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.

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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).

01

Exhibit C

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 grades. 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 system, 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:

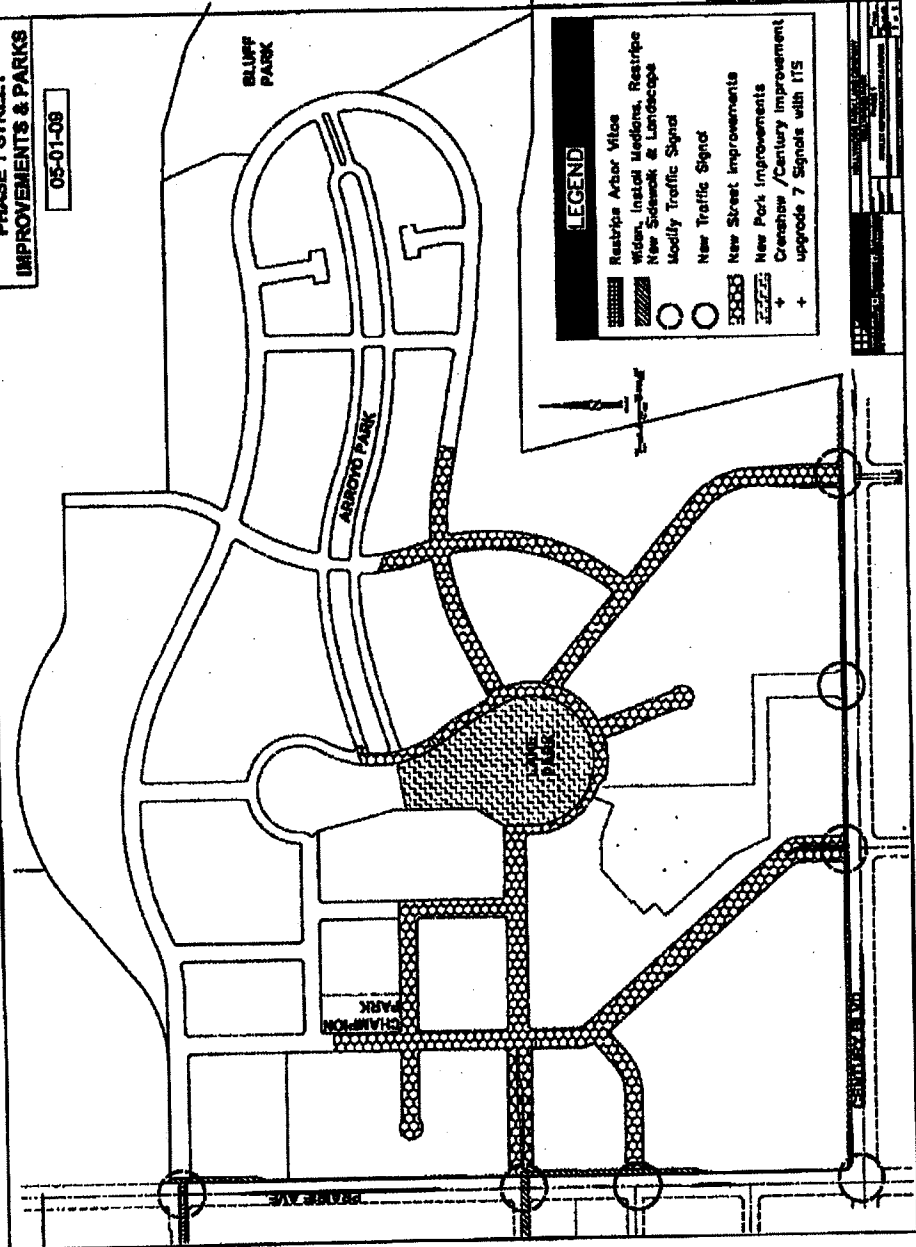
- Within the phase 2 project boundary backbone wet and dry utilities, street improvements, street lights, street trees and landscaping will be installed. This includes all roads and utilities surrounding the Civic Site.
- Complete upper portion of Lake Park, Champion Park and Arroyo Park.
- Upgrade 9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

05-01-08



LEGEND

- Rebarbed Arbor Vites
- Widens, Install Medians, Restripe
- New Sidewalk & Landscape
- Modify Traffic Signal
- New Traffic Signal
- New Street Improvements
- New Park Improvements
- New Park Improvements
- Crenshaw /Century Improvement
- upgrade 7 Signals with ITS

5

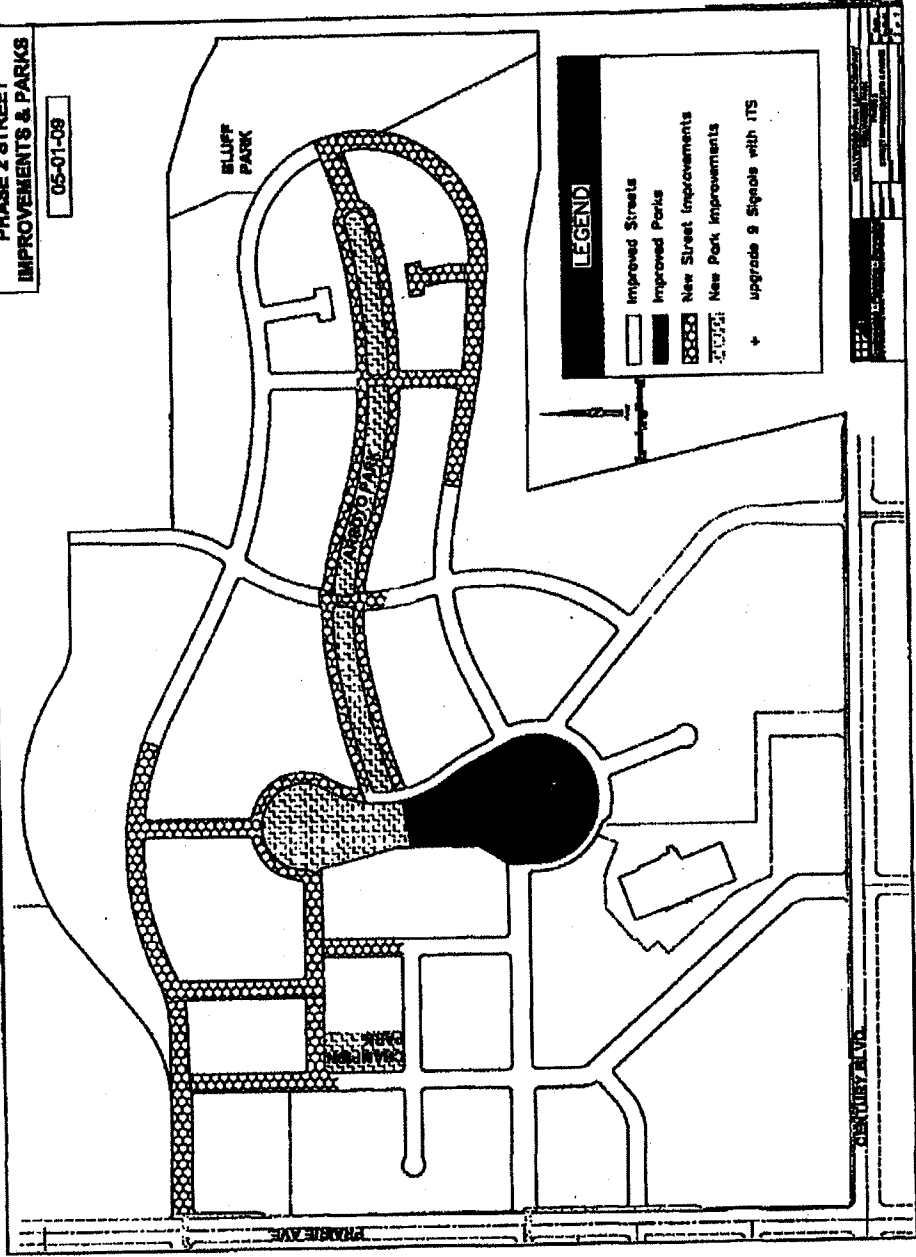
PHASE 2 STREET
IMPROVEMENTS & PARKS

05-01-09

BLUFF
PARK

LEGEND

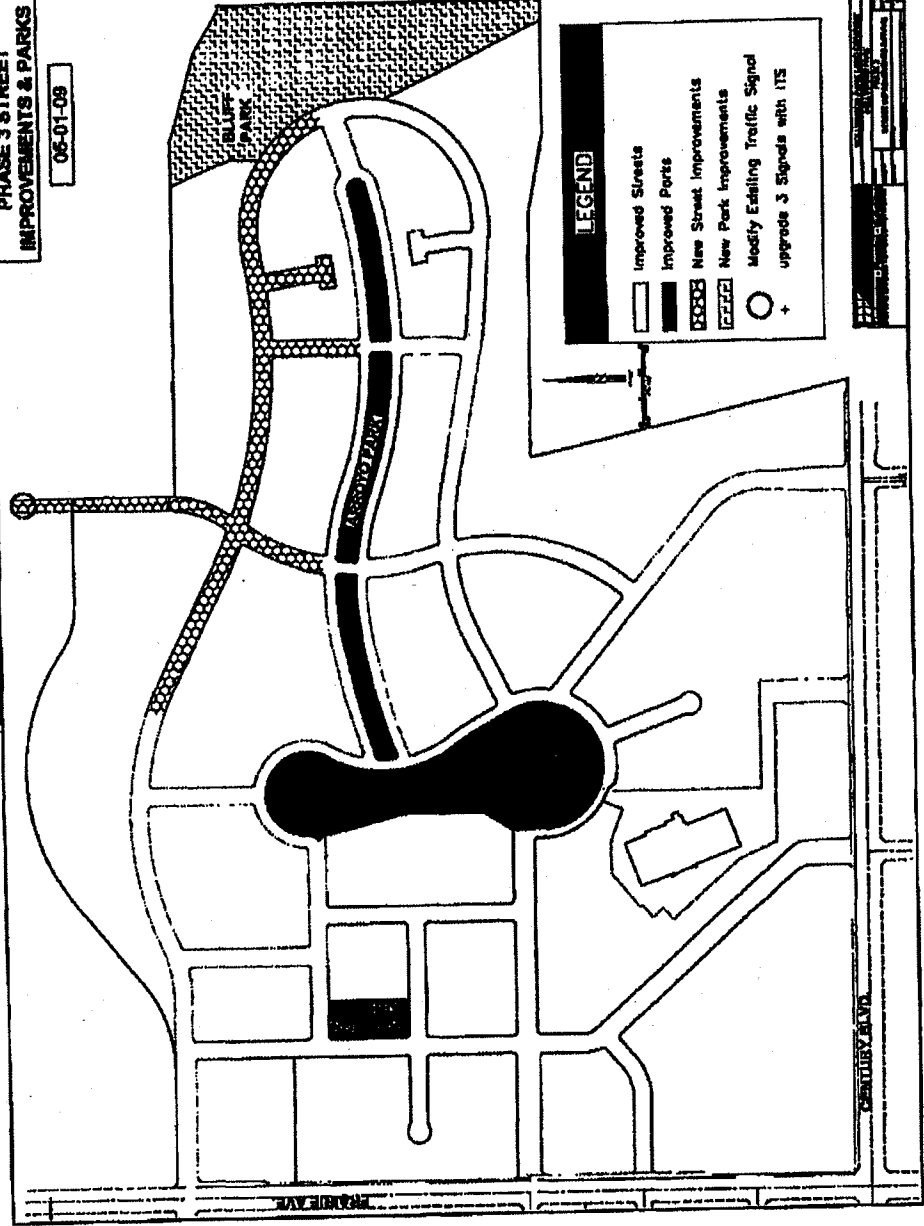
- Improved Streets
- Improved Parks
- New Street Improvements
- New Park Improvements
- + upgrade & Signals with ITS



52

PHASE 3 STREET
IMPROVEMENTS & PARKS

06-01-09



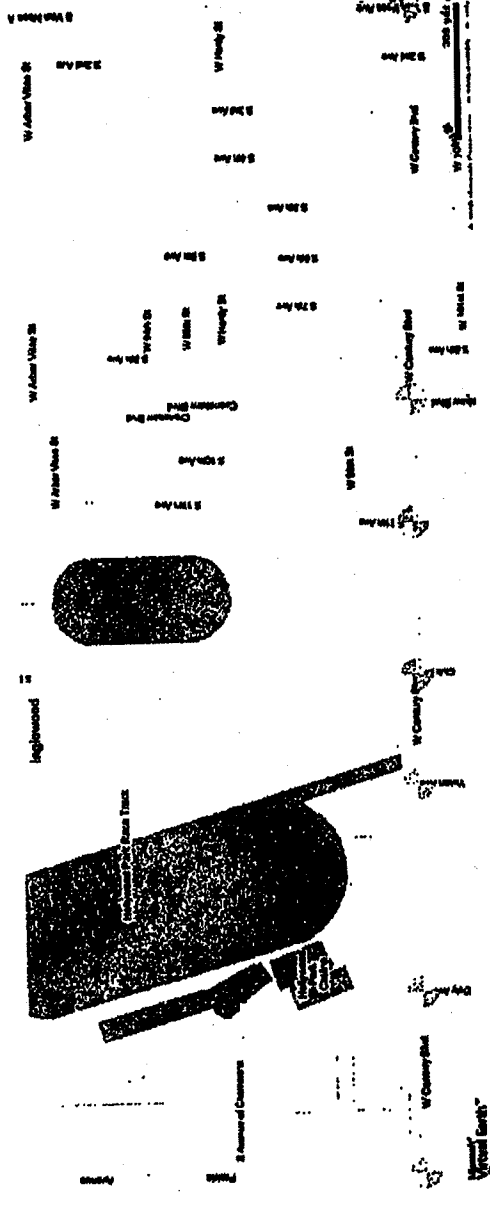
LEGEND

- Improved Streets
- Improved Parks
- New Street Improvements
- New Park Improvements
- Modify Existing Traffic Signal
- Upgrade 3 Signals with ITS

3

PHASE 1 ITS

05-01-08



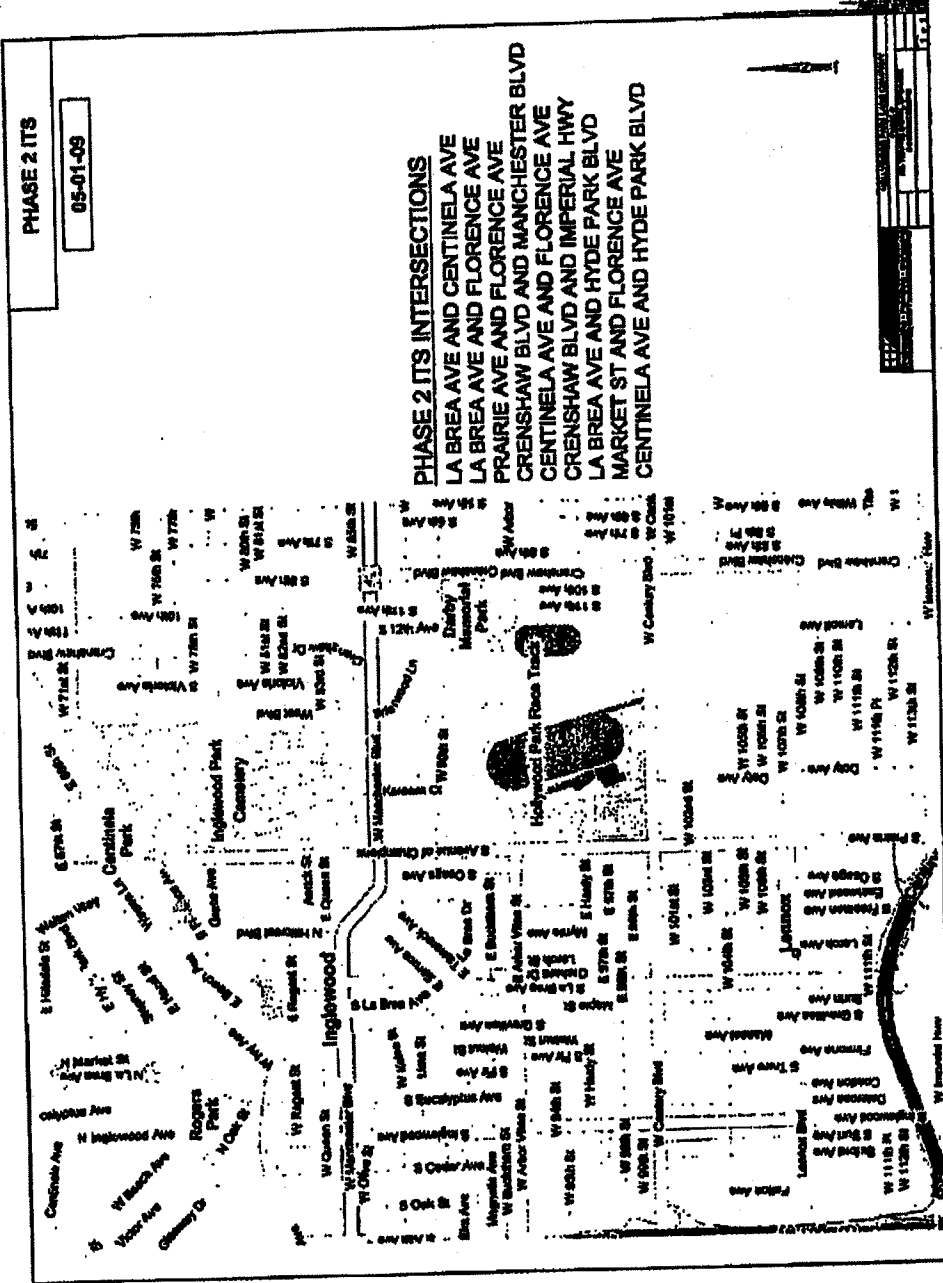
- PHASE 1 ITS INTERSECTIONS
- CENTURY BLVD AND PRAIRIE AVE
- CENTURY BLVD AND DOTY AVE
- CENTURY BLVD AND YUKON AVE
- CENTURY BLVD AND CLUB DRIVE
- CENTURY BLVD AND 11TH AVE
- CENTURY BLVD AND CRENSHAW BLVD
- CENTURY BLVD AND VAN NESS AVE

gsl

PHASE 2 ITS

05-01-09

PHASE 2 ITS INTERSECTIONS
LA BREA AVE AND CENTINELA AVE
LA BREA AVE AND FLORENCE AVE
PRAIRIE AVE AND FLORENCE AVE
CRENSHAW BLVD AND MANCHESTER BLVD
CENTINELA AVE AND FLORENCE AVE
CRENSHAW BLVD AND IMPERIAL HWY
LA BREA AVE AND HYDE PARK BLVD
MARKET ST AND FLORENCE AVE
CENTINELA AVE AND HYDE PARK BLVD



10

PHASE 1
STREET WIDENING

05-01-08



LEGEND

STREET WIDENING

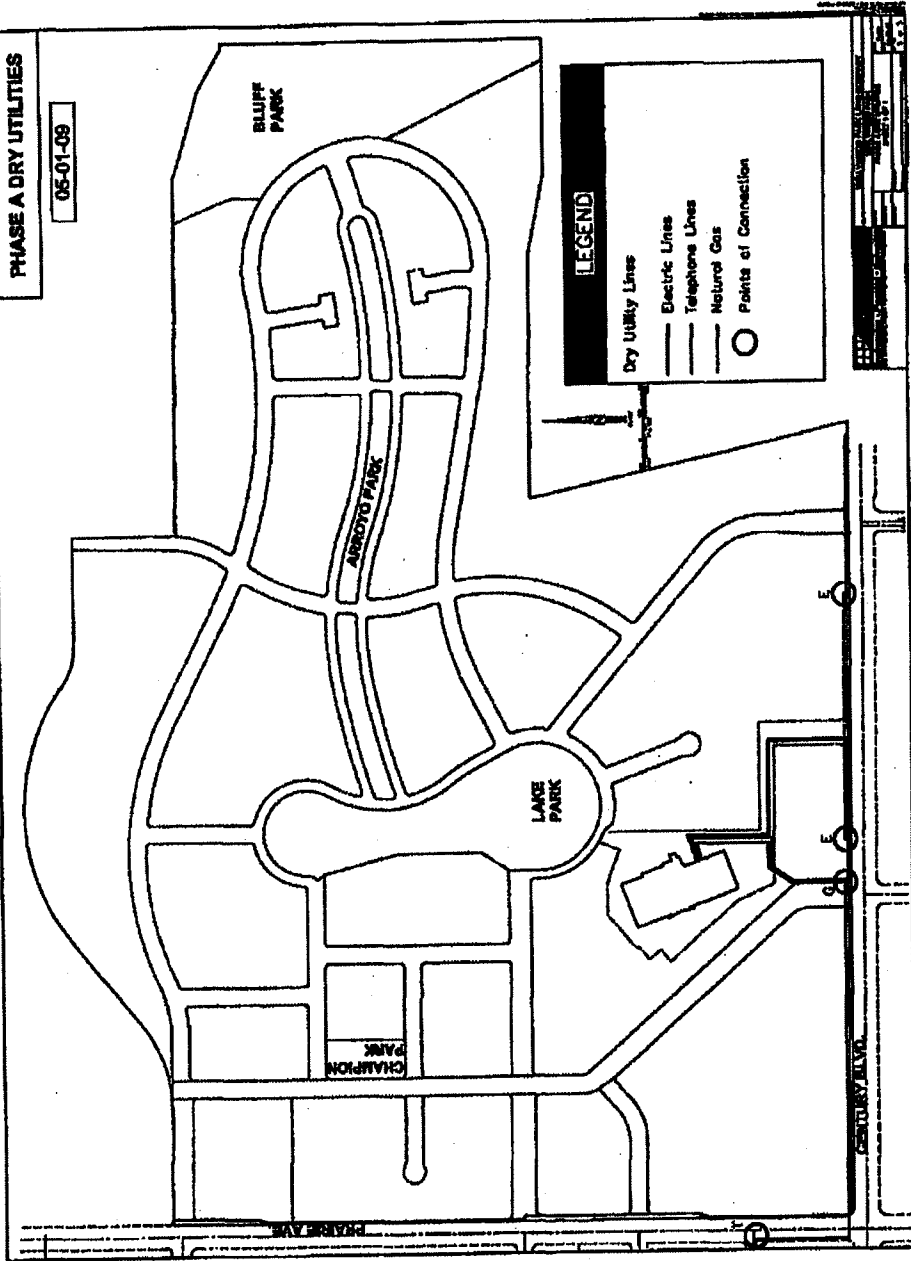


DATE	05-01-08
PROJECT	PHASE 1 STREET WIDENING
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	AS SHOWN

57

PHASE A DRY UTILITIES

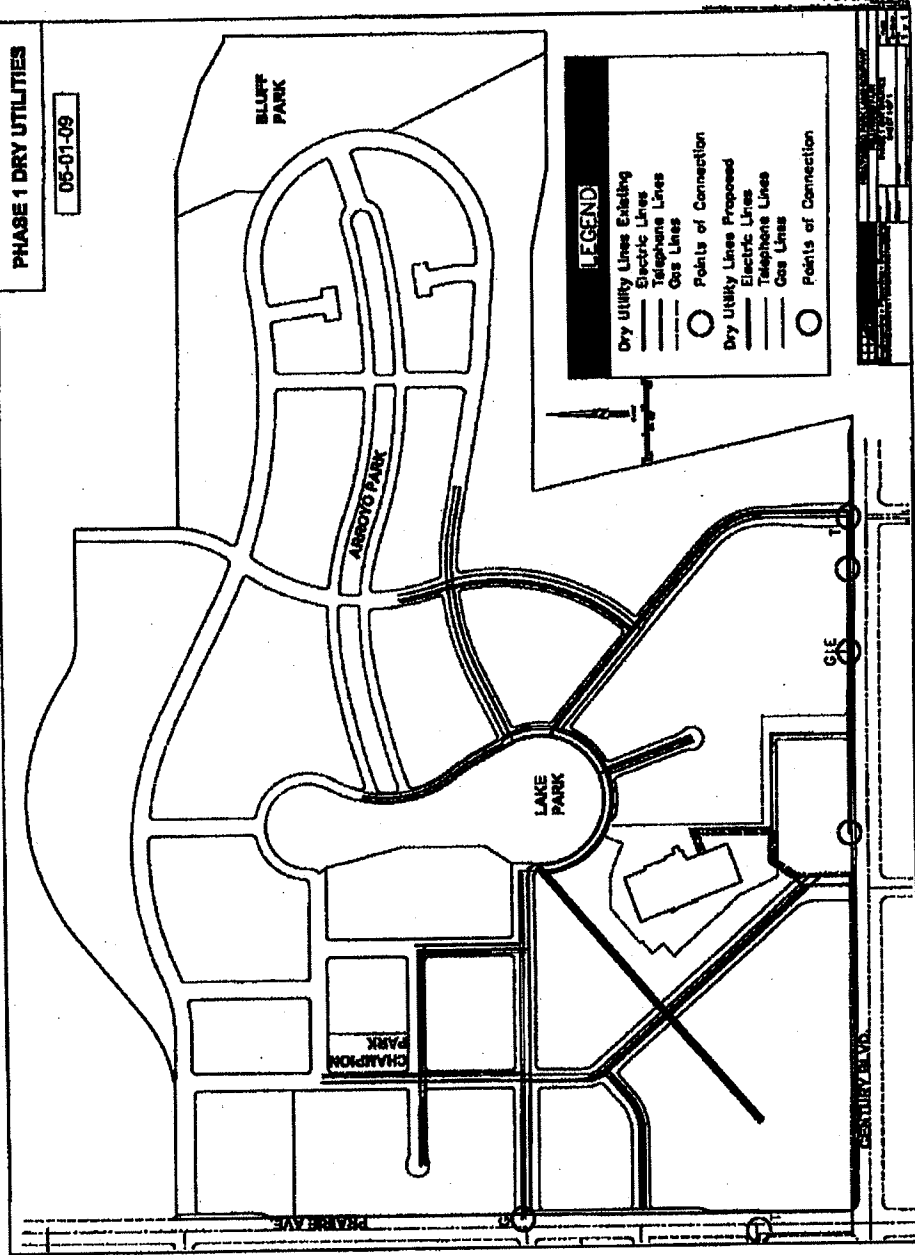
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58

PHASE 1 DRY UTILITIES

06-01-09



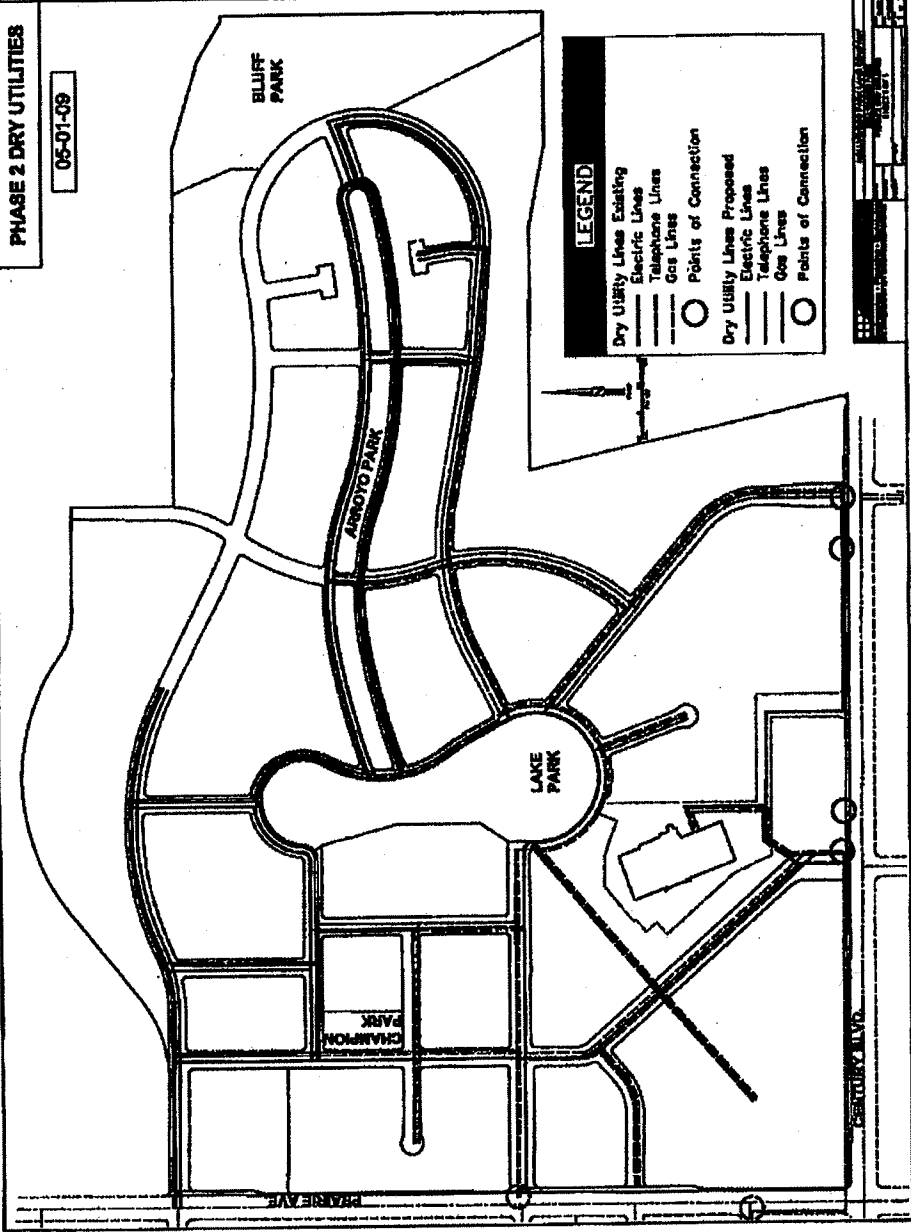
LEGEND

- 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

58

PHASE 2 DRY UTILITIES

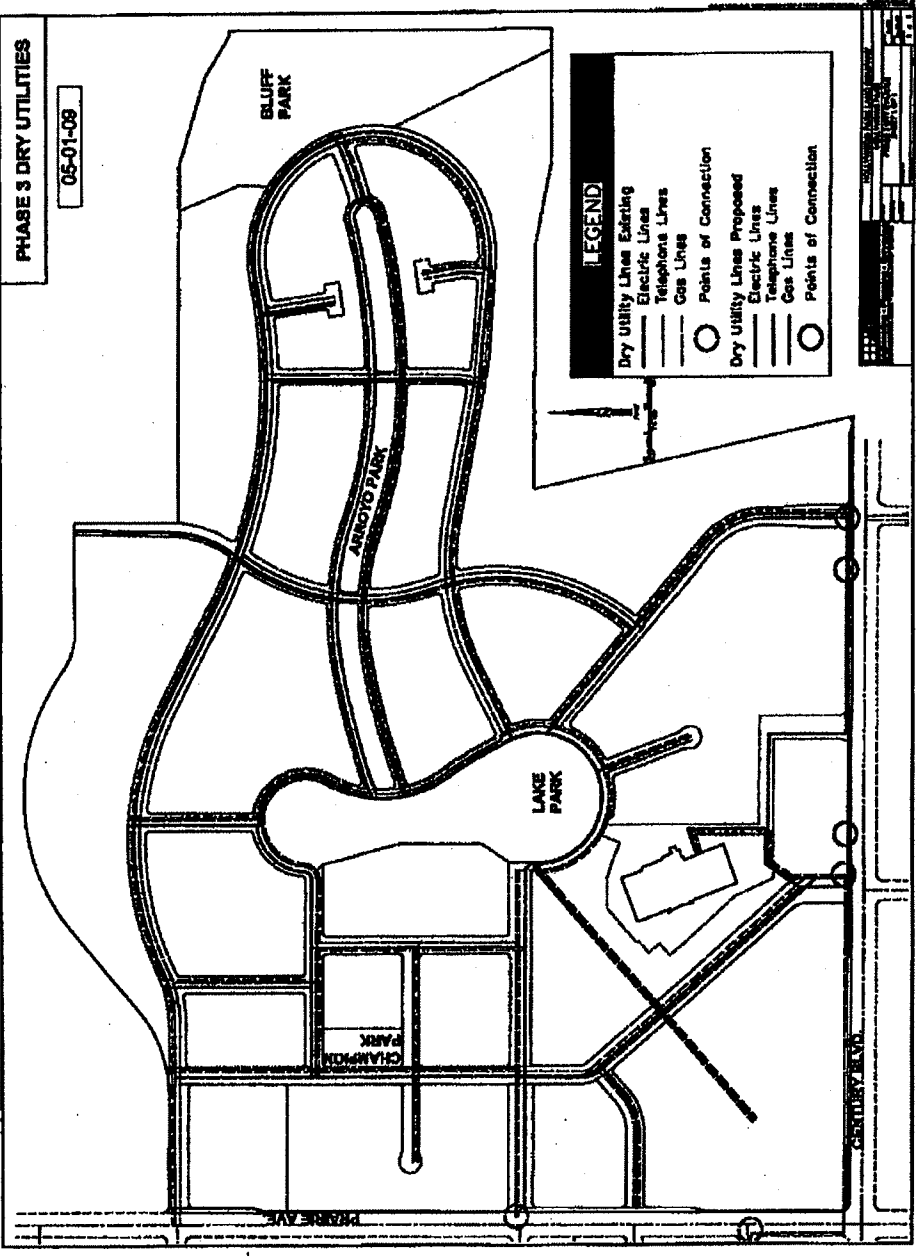
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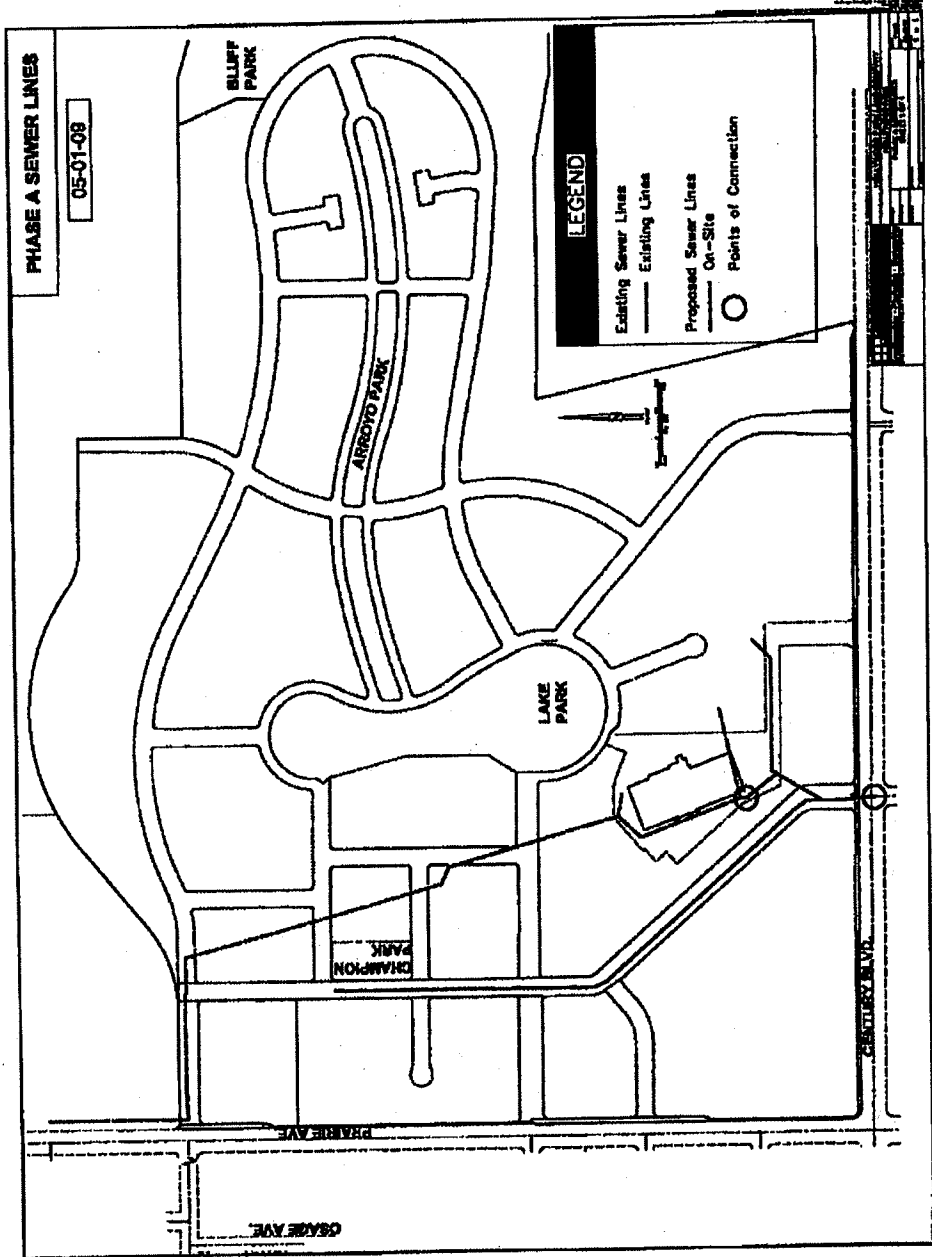
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PHASE 3 DRY UTILITIES

05-01-08

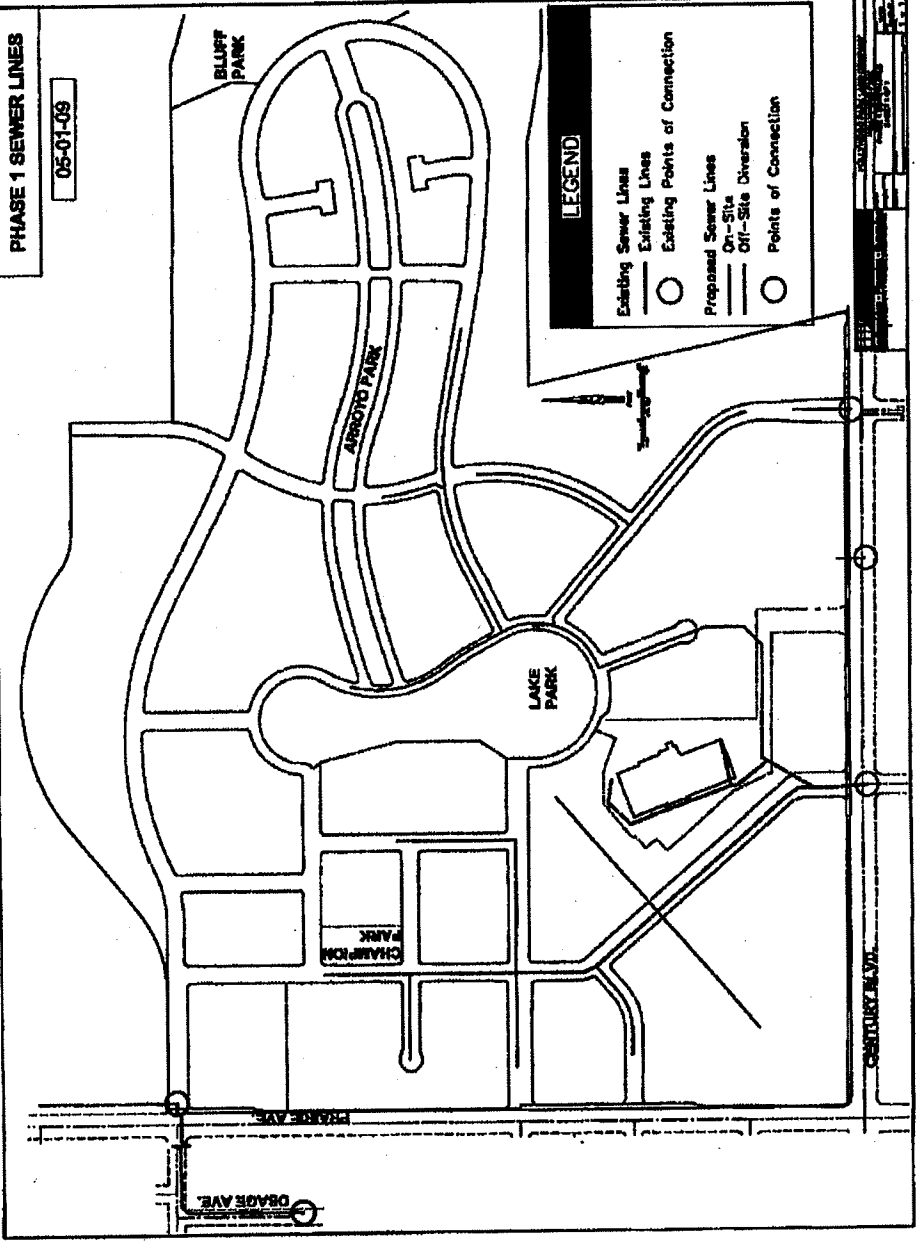


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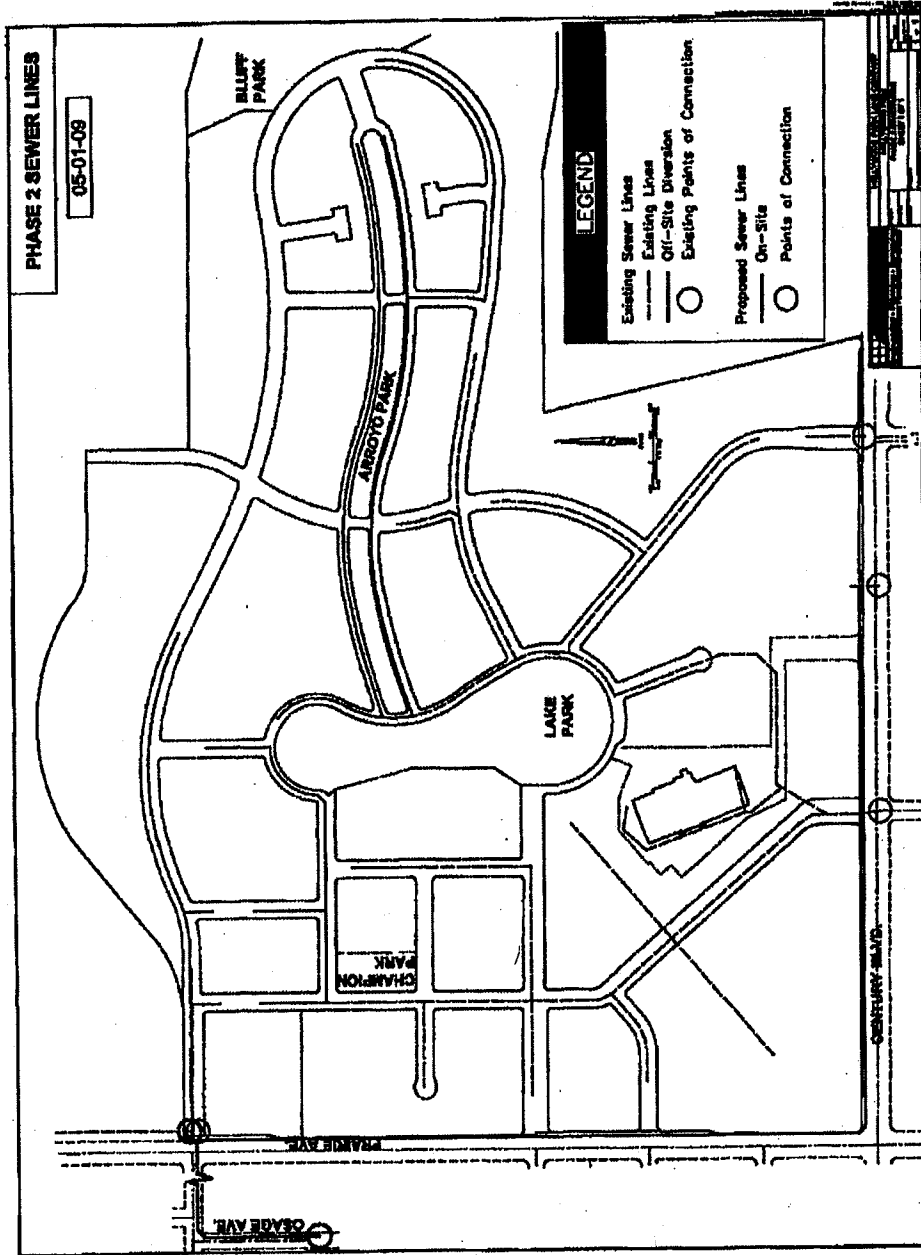


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62



64



PHASE 3 SEWER LINES

06-01-09

BLUFF PARK

ARROYO PARK

LAKE PARK

CLARKSON PARK

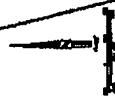
FRANK AVE

OSAGE AVE

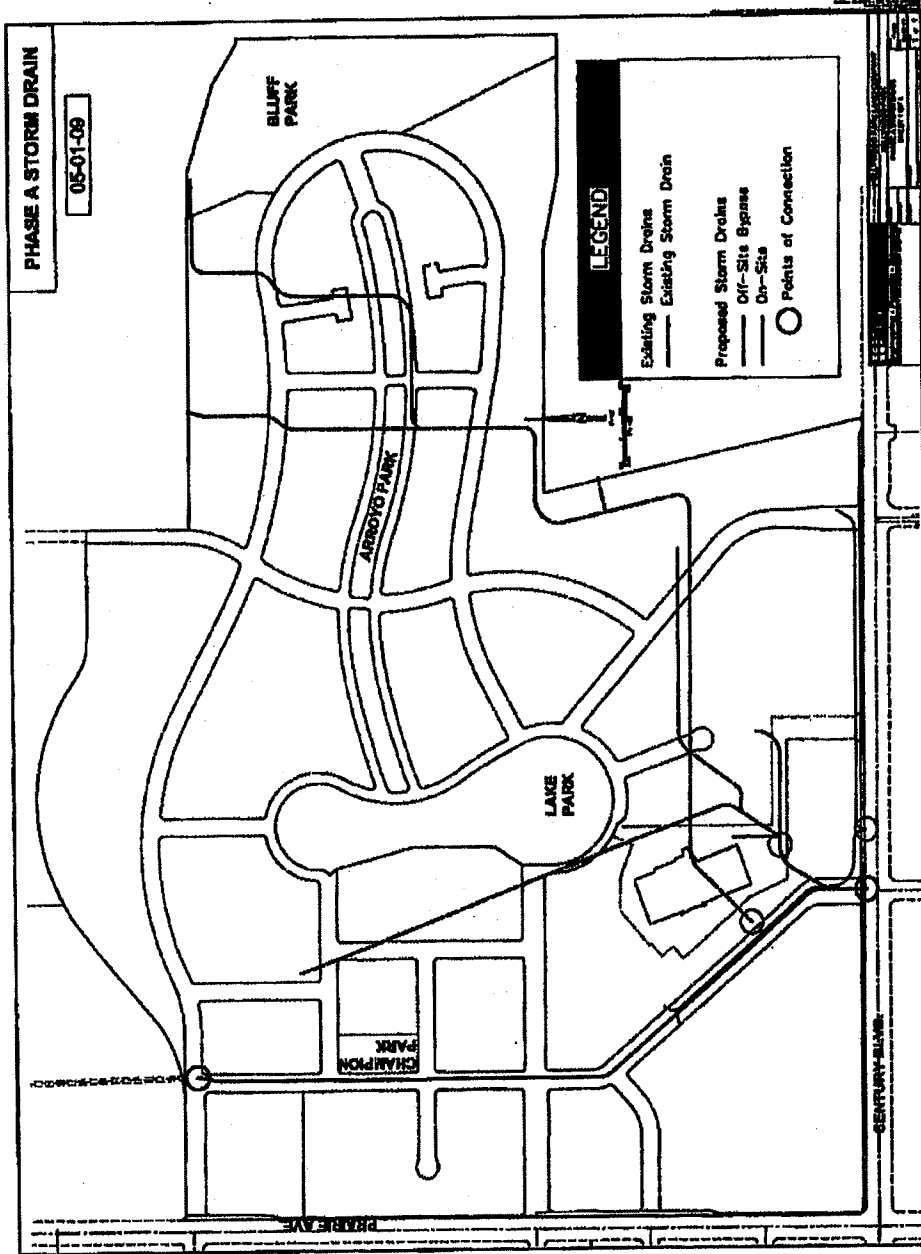
CENTURY BLVD

LEGEND

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



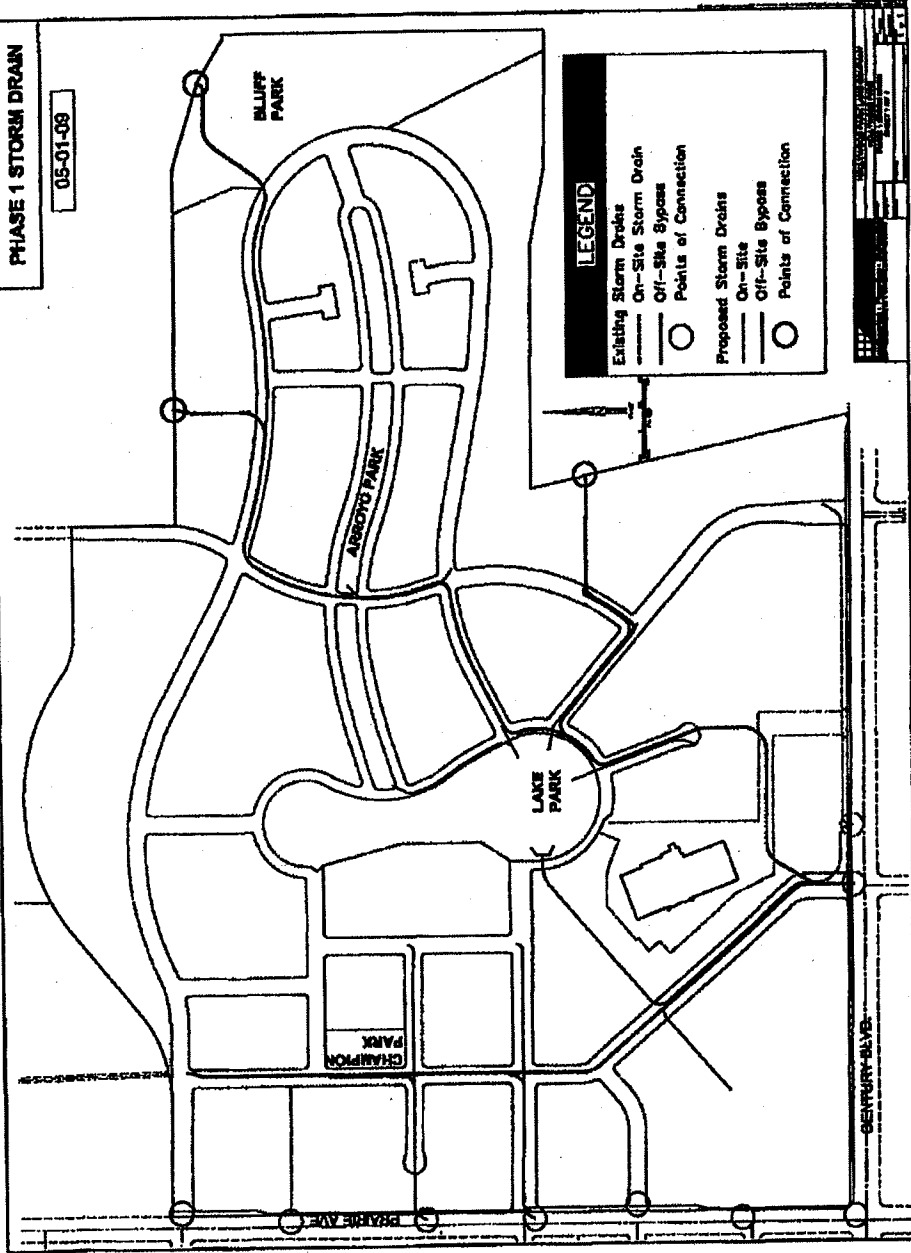
68



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PHASE 1 STORM DRAIN

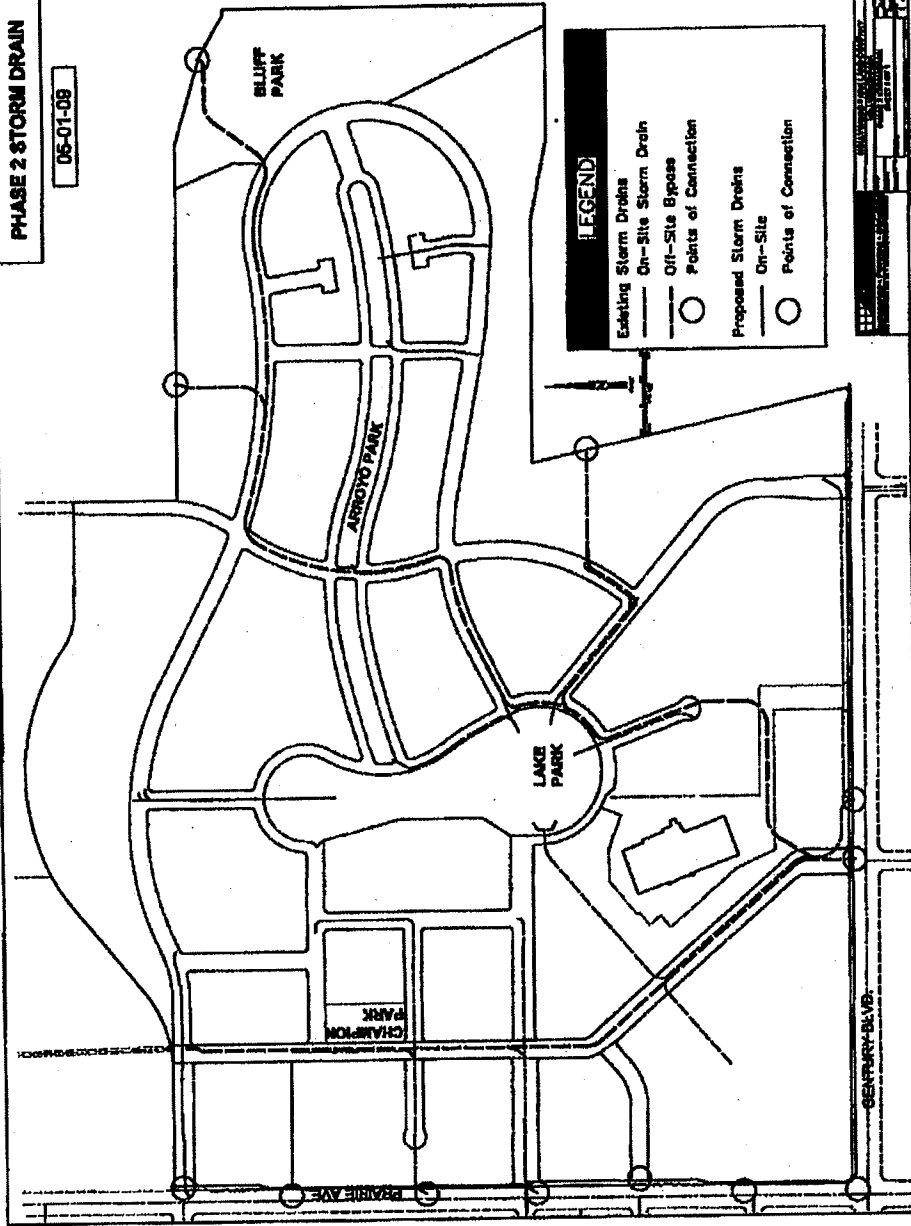
05-01-08



67

PHASE 2 STORM DRAIN

06-01-09



LEGEND

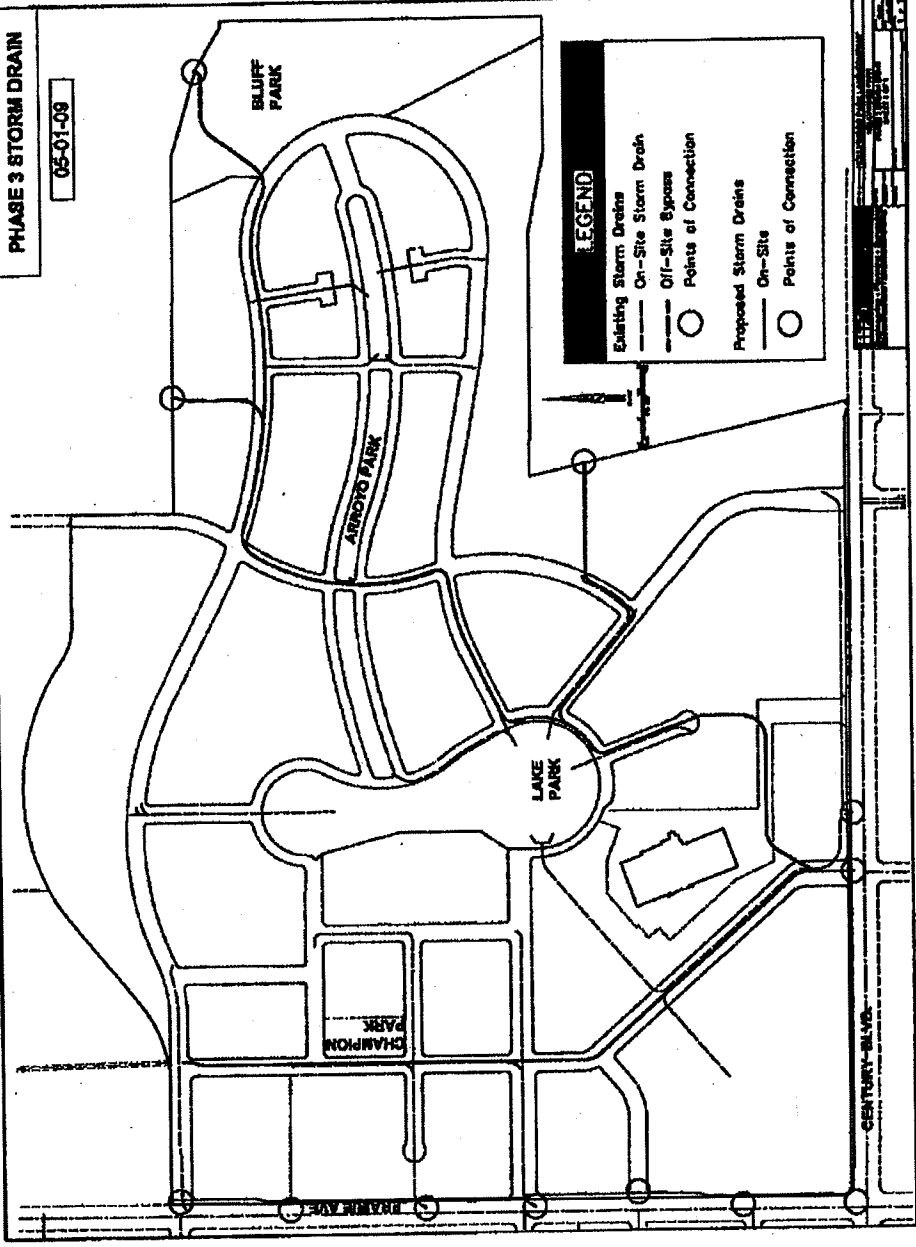
- Existing Storm Drains
- On-Site Storm Drain
- Off-Site Bypass
- Points of Connection
- Proposed Storm Drains
- On-Site
- Points of Connection

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PHASE 3 STORM DRAIN

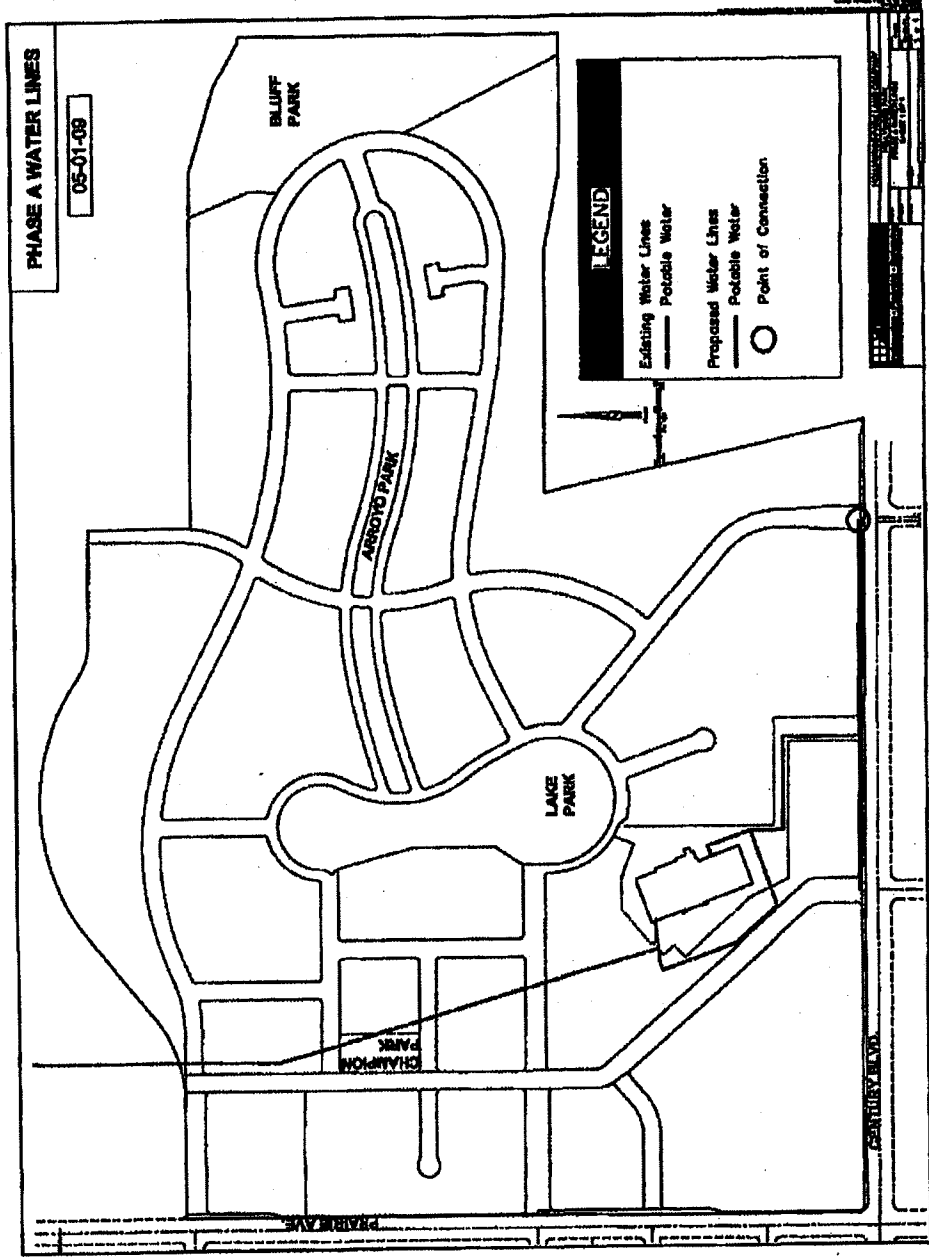
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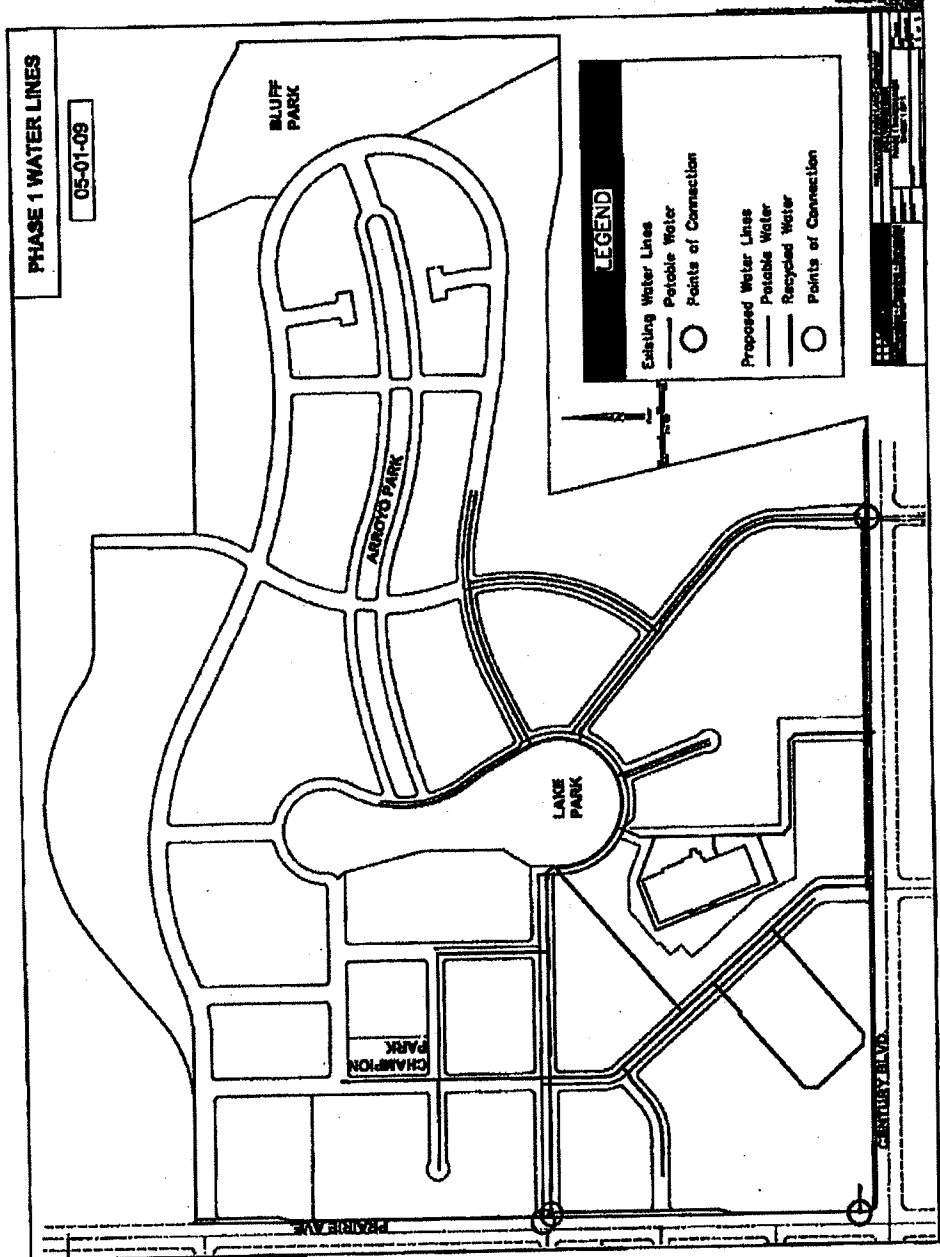


LEGEND

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

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PHASE 1 WATER LINES

05-01-09

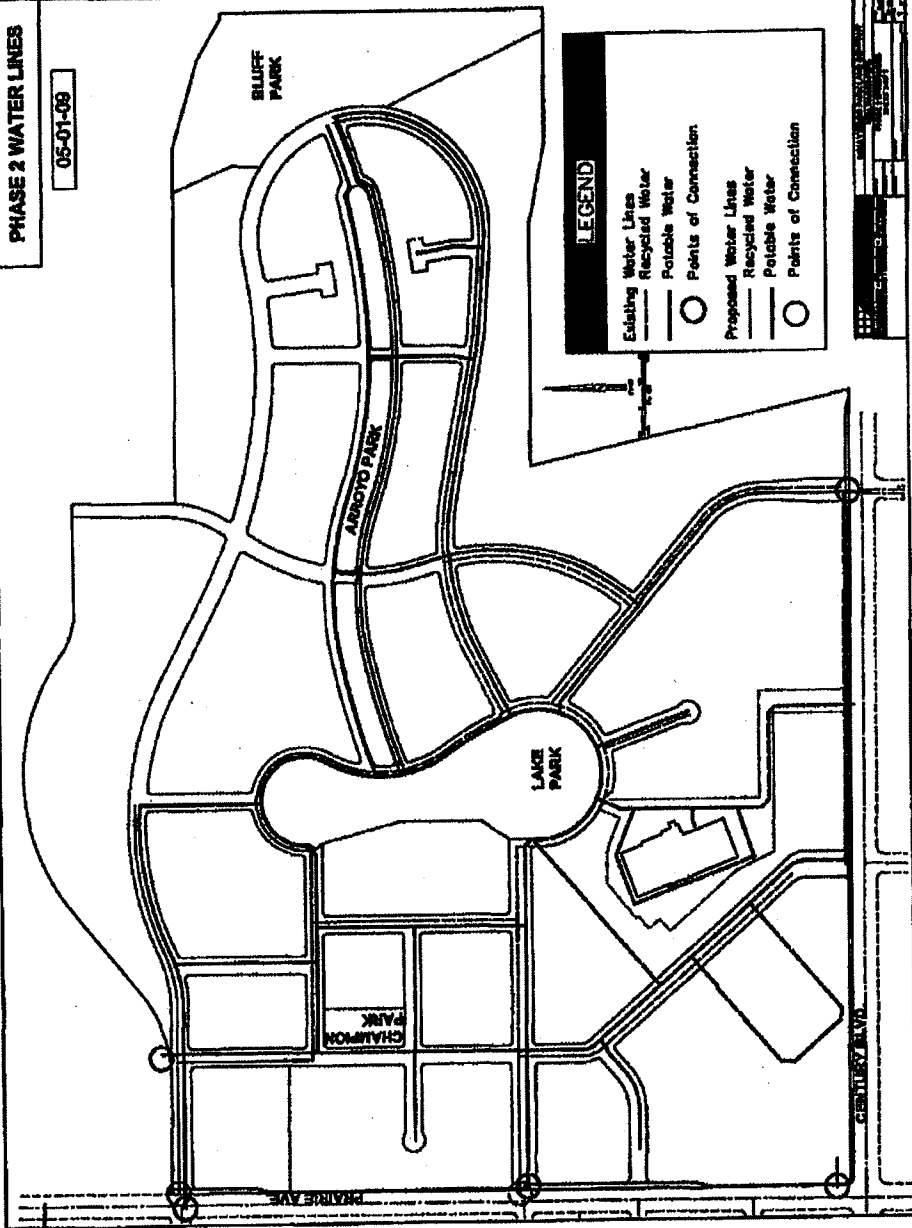
LEGEND

Existing Water Lines	—
Potable Water	—
Points of Connection	○
Proposed Water Lines	- - -
Potable Water	- - -
Recycled Water	- - -
Points of Connection	○

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PHASE 2 WATER LINES

05-01-09



LEGEND

Existing Water Lines	—
Recycled Water	---
Potable Water	- · -
Points of Connection	○
Proposed Water Lines	- - -
Recycled Water	---
Potable Water	- · -
Points of Connection	○

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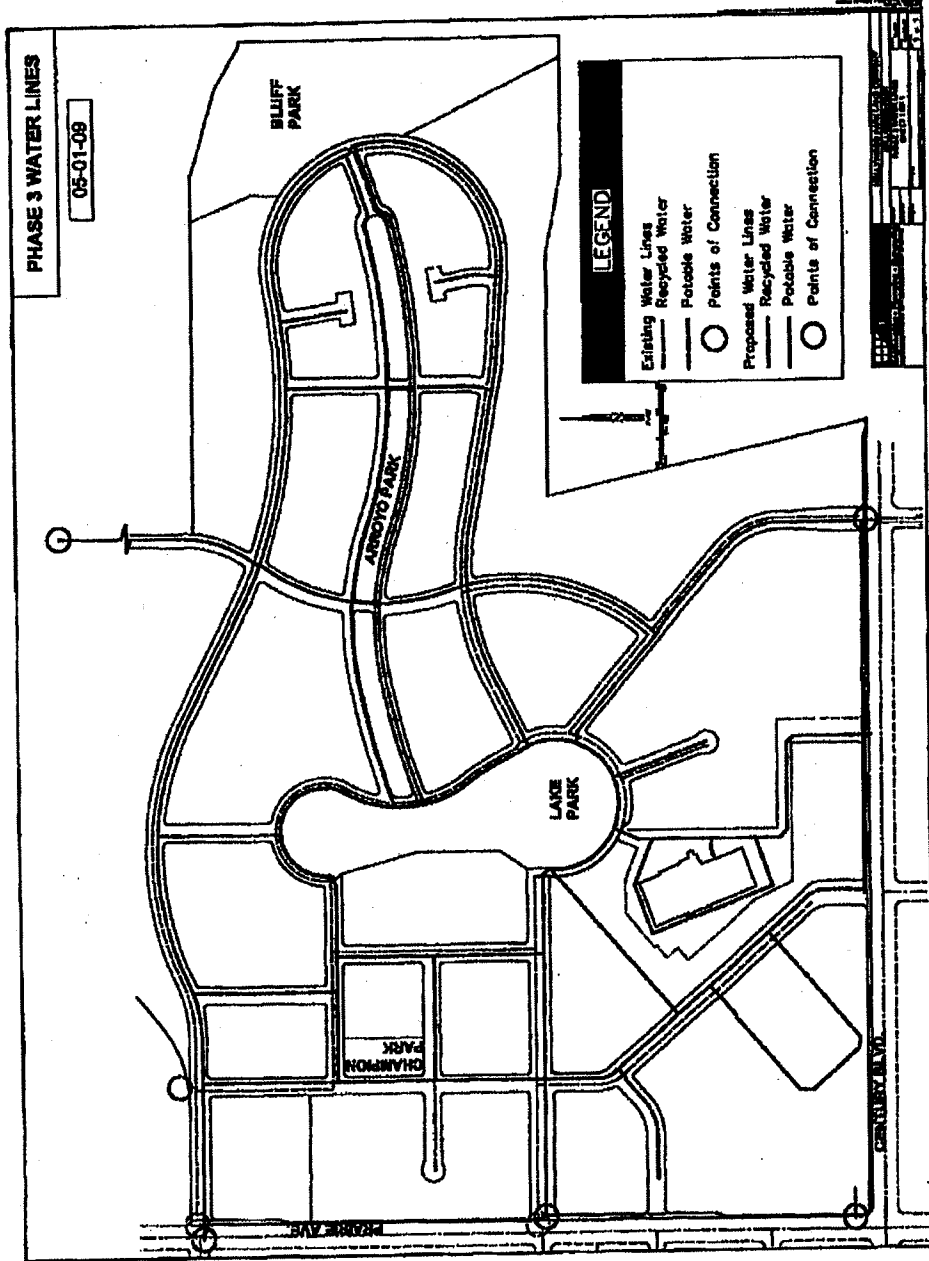


Exhibit C-1 - Hollywood Park - Schedule of Public Improvements for the Stadium Alternative Project

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

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 JCFAs 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).

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- 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.

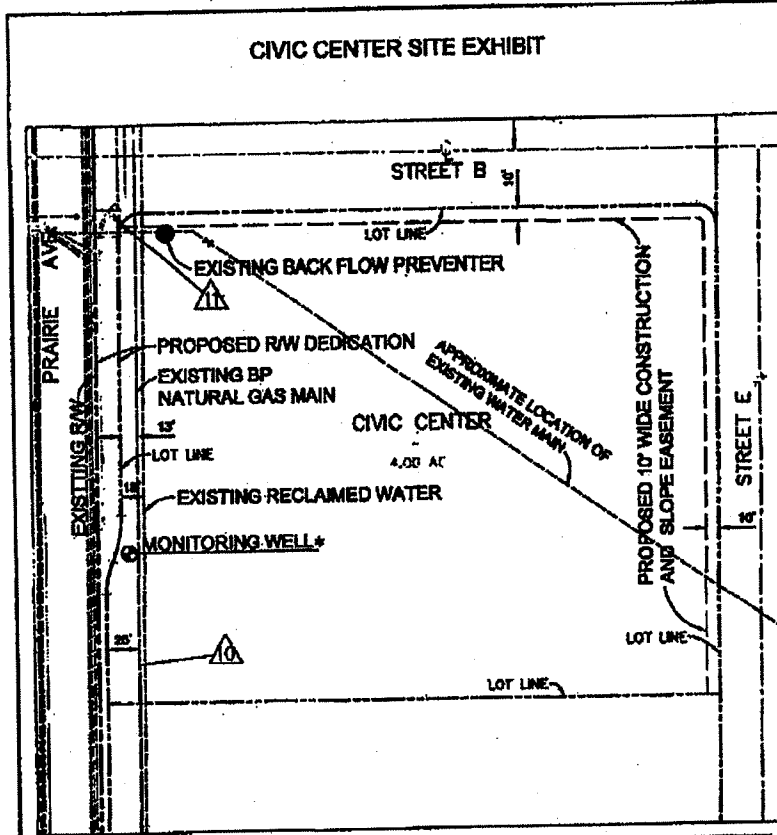
Exhibit H: Reserved

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Exhibit I

CIVIC CENTER SITE EXHIBIT

047



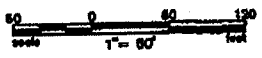
* MONITORING WELL IS LOCATED IN THE 30 FT PRAIRIE AVENUE SETBACK ZONE.

⊙ - EXISTING HPLC MONITORING WELL LOCATION

EASEMENTS OF RECORD

PER FIDELITY NATIONAL TITLE COMPANY PRELIMINARY TITLE REPORT NO. 07-258807880
DATE: JUNE 19, 2008

- 26. EASEMENTS FOR THE PURPOSES SHOWN BELOW AND ANY OTHER INCIDENTAL THEREIN AS GRANTED IN A DOCUMENT.
 - GRANTED TO: GENERAL PETROLEUM CORPORATION
 - PURPOSE: A PIPELINE FOR THE TRANSPORTATION OF GAS AND INCIDENTAL PURPOSES
 - RECORDS: MARCH 19, 2008, INSTRUMENT NO. 2348, BOOK 28748, PAGE 88, OF OFFICIAL RECORDS
 - AFFECTS: AS SET FORTH IN SAID DOCUMENT AND AS SHOWN ON PARCEL PUP 28748.
- 25. EASEMENTS FOR THE PURPOSES SHOWN BELOW AND ANY OTHER INCIDENTAL THEREIN AS GRANTED IN A DOCUMENT.
 - GRANTED TO: THE CITY OF RIVERSIDE
 - PURPOSE: TRAFFIC CONTROL SIGNALS
 - RECORDS: JANUARY 23, 2008, INSTRUMENT NO. 1598, BOOK 28166, PAGE 208, OF OFFICIAL RECORDS
 - AFFECTS: AS SET FORTH IN SAID DOCUMENT AND AS SHOWN ON PARCEL PUP 28748.



J. & P. Associates
 Engineering • Planning • Surveying
 10000 W. 10th Ave., Suite 200, Denver, CO 80202
 Phone: 303.755.1234 Fax: 303.755.1235
 www.jpassoc.com

This drawing is a preliminary site plan for the Civic Center located at the intersection of Prairie Avenue and Street B. It is not to be used for construction without the approval of the City of Riverside. The City of Riverside is not responsible for any errors or omissions in this drawing.

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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/Centinel, 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. Forbes, 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]

1/3

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"

[_____],
a [_____]

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

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

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.

Mitigation Measure	Summary of Required Actions	Action Required at	Agency
A-1	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.	PP	PR
A-2	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.	PP	ECD
A-3	The Project shall be developed in conformance with <u>Exhibit 6-6—Building Height Standards of the Specific Plan</u> .	PP, BP	ECD
A-4	Signage shall be in conformance with the development standards and design guidelines as provided for in the Specific Plan.	BP	ECD
A-5	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.	BP	ECD
A-6	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.	BP	ECD, PR
A-7	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.	BP	ECD
A-8	Facades and windows shall be constructed of non-reflective materials such that glare impacts on surrounding residential properties and roadways are minimized.	BP	ECD
A-9	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.	OPS	ECD
A-10	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.	C of Q	ECD
A-11	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-cd plus 100 times the angle, in degrees, between the driver's line of sight and the light source.	C of Q	ECD
A-12	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.	C of Q	ECD
A-13	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.	OPS	ECD
A-14	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	OPS	ECD

	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.		
A-15	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.	C	ECD
A-16	The interior lighting for the Stadium and associated luminaires or interior surfaces shall be designed, specified, and installed so that maximum candle direct beam illuminance (from luminaires) is not aimed out of the building envelope.	BP	ECD
A-17	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.	BP	ECD
A-18	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. 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.	C of O	ECD
A-19		BP	ECD
	Air Quality		
B-1	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.	BP	ECD
B-2	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 passos, 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.	BP	ECD

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 surfaces 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 11556(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.scaqmd.com/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/localing nearby public transportation options.	OPS	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
C-1	Geology / Soils 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, lot lots, picnic facilities, meditation gardens, children's playgrounds, fireplace and lounge areas, dog parks, exercise stations (parks), 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. 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.	PP	ECD, PR
C-2	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.	BP	ECD
C-3		GP	ECD

C-4	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. Unsettled 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.	GP	ECD
C-5	Prior to construction, field infiltration testing shall be conducted at locations where infiltration structures are planned.	GP	ECD
C-6	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.	GP	ECD
C-7	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.	GP	ECD
C-8	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.	GP	ECD
C-9	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.	GP	ECD
C-10	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.	GP	ECD
C-11	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.	GP	PW
C-12	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.	GP	ECD
C-13	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 drainages 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.	GP	ECD
C-14	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.	GP	ECD
C-15	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.	BP	ECD
C-16	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.	BP	ECD
C-17	Soil corrosivity shall be tested in building-specific site investigations. This potential shall be considered in the design and protection of underground metal utilities.	BP	ECD
C-18	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.	GP	PW
C-19	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.	GP	ECD
C-20	Hazardous Materials		
D-1	The applicant shall implement the RWQOCB-approved SMP environmental risk management protocols under RWQOCB oversight during the Project.	C	ECD
D-2	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 RWQOCB.	C	ECD
D-3	Groundwater is not expected to be encountered during work activities associated with the Project. Groundwater on the Property, if discovered during the Project, will be addressed as required by the RWQOCB.	C	ECD
D-4	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.	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 (SYPPP), 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
D-7		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 descendant from the deceased Native American. The most likely descendant 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, UCI, 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
E-1	Hydrology / Water Quality 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-1	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-1	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-1	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
F-7	The Arroyo swale will be designed to safely convey storm flows without scouring the bottom, eroding banks, or re-suspending sediment.	E-1	PW
F-8	All shorelines within Lake Park will be landscaped and maintained to prevent erosion.	OPS	ECD
F-9	All storm drain inlets and water quality inlets will be stenciled or labeled.	BP, OPS	ECD
F-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
F-11	The property owner will maintain stencils and signs described in F-9 and F-10.	OPS	ECD
F-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

E-13	enclosed storage areas.	OPS	ECD
E-14	All trash containers will be covered to prevent contact with stormwater.	OPS	ECD
E-15	The property owner or a Landscapes 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.	GP	PW
E-16	Stormwater treatment facilities will be designed to meet or exceed the sizing requirements of the 2014 LA County LID Standards Manual.	GP	PW
E-17	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
E-18	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
E-19	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
E-20	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.	BP	ECD
E-21	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
E-22	Direct connections to storm drains from depressed loading docks (truck wells) will be prohibited.	OPS	ECD
E-23	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.	BP	ECD
E-24	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
E-25	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.	PP	ECD
E-26	Retail gasoline outlets or fueling areas will not be included in the Hollywood Park redevelopment.	PP	ECD
E-27	Automotive repair shops will not be included in the Hollywood Park redevelopment.	GP	ECD
E-28	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.	C of O	ECD
E-29	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
E-30	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.	OPS	ECD
E-31	Mosquito fish will be introduced into the pond to naturally control the population of mosquitoes and midges.	GP	ECD
E-32	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.	BP	ECD
E-33	The Project will prohibit the use of building materials, such as roofing/gutter materials, that are high in copper and zinc.	OPS	PW
E-34	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.	C, OPS	ECD
E-35	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	ECD
E-36	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
E-37	Hosing down of pavement at material spills shall be prohibited. Dry cleanup methods shall be used whenever possible.	C	ECD
E-38	Dumpsters shall be covered and maintained. Uncovered dumpsters shall be placed under a roof or covered with tarps or plastic sheeting.	C	ECD
E-39	Gravel approaches shall be used where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.	C	ECD
E-40	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.	GP, BP	ECD
E-41	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.	EJ	PW
E-42	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.	EJ	PW
	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.		

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.	PP	ECD
F-46	Storage areas for hazardous materials shall have a roof or awning to minimize collection of stormwater within the secondary containment area.	E-I	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. 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 L.A. 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. 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 or 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 residences 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

	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&R's for the Project.	
	Water Supply and Availability	
L-1	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 ACFG).	OPS
L-2	The applicant shall ensure all toilets installed within the project will be high efficiency models.	BP
L-3	The applicant shall ensure all urinals installed within the project will be high efficiency models, or shall be waterless.	BP
L-4	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.	BP
L-5	Low-flow faucet 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.	BP
L-6	The applicant shall ensure any residential dishwashers provided on site will be high efficiency dishwashers (Energy Star rated).	BP
L-7	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.	BP
L-8	The applicant shall ensure the on-site irrigation system will include the following requirements: (a) Weather-based irrigation controller with rain shutoff. (b) Flow sensor and master valve shutoff (large landscapers). (c) Matched precipitation (flow) rates for sprinkler heads. (d) Drip/microspray/subsurface irrigation where appropriate. (e) Proper hydro-zoning, turf minimization and use of native/drought tolerant plant materials, and (f) Use of landscape contouring to minimize precipitation runoff.	OPS
L-9	The applicant shall ensure the Project will provide individual metering and billing for water use for all dwelling units where feasible.	BP
L-10	The applicant shall ensure that the Project will utilize recycled water for appropriate end uses (irrigation).	BP
L-11	The applicant shall comply with the 2014 LA County LID Standards Manual and shall encourage implementation of BMP's that have stormwater recharge or reuse benefits.	C
L-12	The Project shall use an artificial playing surface for the proposed Stadium playing field.	OPS
	Solid Waste	
L-1	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.	C
L-2	The Project shall follow all applicable City of Inglewood policies related to curbside collection and recycling programs.	OPS
L-3	The Project shall recycle construction and demolition waste.	C
L-4	All leases and vendors on the Project site shall be prohibited from serving or packaging in no food materials in nonbiodegradable polystyrene (i.e., Styrofoam) materials.	OPS
	Public Services - Police and Fire Services	
K-1-1	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.	C of O
K-1-2	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-5B, 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.	a-d = OPS
K-1-3	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.	e & f = BP
K-1-4	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: (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	Stadium C of O

	<p>nuisances.</p> <p>(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.</p> <p>(c) Detour and other signs should be clearly marked, positioned and secured.</p> <p>(d) All open hazardous areas, such as trenches, must be secured.</p> <p>(e) All discarded debris should be secured during construction.</p> <p>(f) A private security service shall patrol the site during non-construction hours.</p> <p>(g) Construction managers and personnel shall be trained in emergency response and fire safety operations.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(k) Staging or parking of construction-related vehicles, including worker transport vehicles, shall not be allowed adjacent to school sites during school operating hours.</p>	BP	ECD
K.1.5	<p>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.</p> <p>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.</p> <p>The applicant shall install alarms, security cameras, and/or locked doors on doorways providing public access to commercial facilities.</p> <p>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:</p>	C of O C	IPD EOD EOD
K.1.6	<p>(a) Surveillance.</p> <p>(b) Landscaping.</p> <p>i. Low growing plants (thorny) under windows of commercial buildings excluding retail windows/storefronts.</p> <p>ii. Shrubbbery should be limited to a maximum height of 2-3 feet near windows and entrances.</p> <p>iii. Trees should be thinned on top and width to allow natural and security lighting through them, discourage concealment, and maximize public / police visibility.</p> <p>iv. Trees should not be adjacent to roofs or wall areas that can act as a natural ladder for burglars.</p> <p>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.</p> <p>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.</p>	PP	EOD
K.1.7	<p>(c) Lighting.</p> <p>i. In addition to appropriate Project site lighting, include appropriate lighting on parking areas, sidewalks / streets, pedestrian paths.</p> <p>ii. Light should be consistent to reduce contrast between shadows and to illuminate areas to discourage concealment.</p> <p>iii. Lighting should not be blocked by trees or other landscaping.</p> <p>iv. All lighting fixtures should include appropriate vandal-proof protective grating covering.</p> <p>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.</p>		
K.1.8	<p>(d) Physical Security.</p> <p>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.</p> <p>ii. Use open or see-through structures for exterior stairways, walkways, sitting areas, parking spaces, etc.</p> <p>iii. Eliminate potential hiding or entrapment spots.</p> <p>iv. Locate ATMs, pay phones and bike racks in well-lit and visible areas to the public.</p> <p>v. Where appropriate, install emergency phones, alarms or intercoms in convenient locations for public assistance.</p> <p>vi. Do not place heavy objects (trash and cigarette containers) near exterior glass entrances as they can be used against the glass to gain entry.</p> <p>vii. Locate ATMs in front of banks or well-lit and visible public areas.</p> <p>(e) Access Control.</p> <p>i. Control or eliminate public access to warehouse, storage and service areas.</p> <p>ii. Control and monitor employee keys, entry cards or access codes.</p>		

	<p>iii. Make signs legible and unambiguous. Use symbol signs where possible to discourage access to dangerous areas, exits, emergency assistance, etc.</p> <p>iv. Design addresses for emergency visibility and access locations. Businesses may consider roof addresses for emergency aerial personnel.</p> <p>v. 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.</p> <p>vi. Design curb blocks to each commercial parking lot space to discourage vehicle racing and gathering of unauthorized vehicles during closing hours.</p> <p>vii. Install steel grating to any roof opening to deny criminal entry.</p> <p>viii. 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.</p> <p>ix. Alarms, CCTVs, intrusion detectors and security guards can be based on the future identifications of commercial buildings.</p> <p>x. The use of planters can help control access to a semi-private outdoor dining area from a public area, such as a parking lot.</p> <p>(f) Territoriality.</p> <p>i. Residential and commercial buildings should be marked and clearly visible on all sides and roofs with appropriate building identification and address numbers.</p> <p>ii. Define clear boundaries to storage areas, private/public areas through signs, gates, landscaping and pavement treatment, such as tiles and cobblestones.</p> <p>iii. Loading areas should not create dead-end alleys or blind spots.</p> <p>(g) Target Hardening and Maintenance.</p> <p>i. Exterior door hardware should be a minimum of 40 inches from adjacent windows.</p> <p>ii. Consider Astinide covers for locks.</p> <p>iii. Consider security film for windows to deter vandalism and graffiti.</p> <p>iv. Avoid loose rocks in landscaping.</p> <p>v. 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.</p>		
K.1-9		PP (for each park)	PD
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	ED
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	ED
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	ED
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-1	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	PD, ED, ECD
K.2-1	Public Services – School Services 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
K.3-1	Public Services – Parks and Recreation The Project shall include the construction of approximately 2.5 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
	<u>Traffic</u>		
<u>L-1</u>	<u>Prairie Avenue/Arbor Vite Street</u> : 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 Vite 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
<u>L-2</u>	<u>Prairie Avenue/Hardy Street</u> : 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
<u>L-3</u>	<u>Prairie Avenue/Century Boulevard</u> : 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
<u>L-4</u>	<u>Carlton Drive/Pinecay Drive</u> : Provide one left-turn lane and one right-turn lane on the northbound approach to the Carlton Drive/Pinecay 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
<u>L-5</u>	<u>Doty Avenue/Century Boulevard</u> : 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
<u>L-6</u>	<u>Yukon Avenue/Century Boulevard</u> : 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
<u>L-7</u>	<u>Proposed Signalized Driveway/Century Boulevard</u> : 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
<u>L-8</u>	<u>Prairie Avenue/97th Street</u> : 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
<u>L-9</u>	<u>La Cienega Boulevard Northbound Ramp at 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 \$64,800 (calculated as 3.4% 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
<u>L-10</u>	<u>La Brea Avenue/Centinel Avenue (City of Inglewood)</u> : 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
<u>L-11</u>	<u>La Brea Avenue/Florence Avenue (City of Inglewood)</u> : 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
<u>L-12</u>	<u>La Brea Avenue/Century Boulevard (City of Inglewood)</u> : 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
<u>L-13</u>	<u>Prairie Avenue/Florence Avenue (City of Inglewood)</u> : 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
<u>L-14</u>	<u>Crenshaw Boulevard/Manchester Boulevard (City of Inglewood)</u> : 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
<u>L-15</u>	<u>Crenshaw Boulevard/Century Boulevard (City of Inglewood)</u> : 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

L-16	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. <u>Centinelia Avenue/Florence Avenue (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.	Stadium Event	PW
L-17	<u>405 Northbound Ramps/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.	Stadium Event	PW
L-18	<u>Inglewood 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.	Stadium Event	PW
L-19	<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.	Stadium Event	PW
L-20	<u>Doty 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.	Stadium Event	PW
L-21	<u>Yukon 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.	Stadium Event	PW
L-22	<u>Club Drive/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.	Stadium Event	PW
L-23	<u>Crenshaw Boulevard/Imperial Highway (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.	Stadium Event	PW
L-24	<u>La Brea Avenue/Hyde Park 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.	Stadium Event	PW
L-25	<u>Market Street/Florence Avenue (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.	Stadium Event	PW
L-26	<u>Centinelia Avenue/Hyde Park 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.	Stadium Event	PW
L-27	<u>71st 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.	Stadium Event	PW
L-28	<u>Van Ness 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.	Stadium Event	PW
L-29	<u>La Cienega / Manchester (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.	Stadium Event	PW
L-30	<u>405 Northbound Ramps / Manchester (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.	Stadium Event	PW
L-31	<u>Kareem Court / Manchester (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.	Stadium Event	PW
L-32	<u>Crenshaw Boulevard / 120th Street (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.	Stadium Event	PW
L-33	<u>Sepulveda Boulevard/Slauson Avenue (City of Culver City).</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	<p><u>Sepulveda Boulevard/Centimela 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 roadway improvements: (1) provide an additional northbound left-turn lane, and (2) modify the southbound approach on Sepulveda Boulevard at Centimela 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.</p>	PW
L-35	<p><u>La Cienega Boulevard (SBI) 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/lefts/right-turn lane, and an exclusive right-turn lane.</p>	PW
L-36	<p><u>La Tijera Boulevard/Centimela 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.</p>	PW
L-37	<p><u>La Cienega Boulevard/Centimela 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.</p>	PW
L-38	<p><u>La Cienega Boulevard/Arbor Viree 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.</p>	PW
L-39	<p><u>Inglewood Avenue/Arbor Viree 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 Viree 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 Viree 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.</p>	PW
L-40	<p><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.</p>	PW
L-41	<p><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.</p>	PW
L-42	<p><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.</p>	PW
L-43	<p><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</p>	PW

		an additional northbound right-turn 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 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	Stadium Event	<u>Centinel Avenue/Florence Avenue (City of Inglewood)</u> . No fair share contribution from 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.	PW
L-45	Stadium Event	<u>Prairie Avenue/Manchester Boulevard (City of Inglewood)</u> . When the east side of Prairie Avenue is widened, the Project applicant shall provide full funding of the recommended ITS improvements at this intersection. In addition, the Project applicant shall provide the funding contribution to develop or enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection.	PW
L-46	Stadium Event	<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 provide the funding contribution to develop or enhance the City of Inglewood ITS program at this intersection.	PW
L-47	Stadium Event	<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.	PW
L-48	Stadium Event	<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.	PW
L-49	Stadium Event	<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.	PW
L-50	Stadium Event	<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.	PW
L-51	Stadium Event	<u>Club Drive/Century Boulevard (City of Inglewood)</u> . No fair share contribution from the Project applicant has proposed to provide full funding of the recommended ITS improvements at this intersection.	PW
L-52	Stadium Event	<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 ATISAC system at this intersection (as this intersection is not currently operated under the City's ATISAC system).	PW
L-53	Stadium Event	<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.	PW
L-54	Stadium Event	<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.	PW
L-55	Stadium Event	<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.	PW
L-56	Stadium Event	<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 ATISAC system at this intersection (as this intersection is not currently operated under the City of Los Angeles' ATISAC system).	PW
L-57	Stadium Event	<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 ATISAC/ATCS at the Vermont Avenue/Manchester Avenue intersection (as this intersection is not currently operated under the City of Los Angeles' ATISAC system). The resultant southbound approach lane configuration would provide two left-turn lanes, two through lanes, and one shared through/right-turn lane.	PW
L-58	Stadium Event	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	EQS
			EQS

	<p>parking costs, or other discounts.</p> <p><u>Pre-paid Parking Program</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.</p> <p><u>Bicycle Valet</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.</p> <p><u>Charter Buses</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.</p> <p><u>Rideshare Program for Employees</u> The Project applicant shall implement a Rideshare program for employees.</p> <p><u>Temporary Changeable Message Signs</u> Expand the use of temporary changeable message signs to include additional signage as recommended by the City of Inglewood and Caltrans.</p> <p><u>Way Finding Signage for Transit Patron</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.</p> <p><u>Use of Social Media</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 services 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.</p> <p>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.</p> <p>To communicate information about upcoming events to the community, the Stadium and Performance Venue 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.</p>		
L-59		OPS	ECD
L-60		OPS	ECD
Parking			
M-1	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.	PP	ECD
M-2	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.	BP	ECD
M-3	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.	C	ECD
<p>Timing of Required Action</p> <p>BP – Building Permit (prior to commencement of construction)</p> <p>C – During Construction</p> <p>C of O – Final Certificate of Occupancy</p> <p>DP – Demolition Permit</p> <p>FM – Final Map</p> <p>GP – Grading Permit</p> <p>OPS – Project Operations</p> <p>PP – Plot Plan</p> <p>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).</p>			

Exhibit 2 to Petition and Complaint

Approval of Billboard Agreement & MND



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: April 15, 2025
TO: Mayor and Council Members
FROM: Development Services Department

SUBJECT: Digital Kiosk Lease and Development Agreement with WOW Media, Inc.

RECOMMENDATION:

1. Approve and authorize the execution of a Lease and Development Agreement with WOW Media, Inc.; and
2. Adopt a Mitigated Negative Declaration (MND) in compliance with the California Environmental Quality Act (CEQA).

BACKGROUND:

Building on the success of Inglewood's Entertainment District—anchored by the Kia Forum, SoFi Stadium, and the Intuit Dome—the City continues to experience an unprecedented renaissance. With its emergence as a global destination, Inglewood has attracted growing interest from a wide range of business sectors, including the advertising industry, as companies seek to establish a presence and capitalize on new economic and marketing opportunities within the City.

These opportunities are demonstrated by companies like Sky Posters, Inc., and Pearl Media LLC, entering into Super Graphic advertising agreements in 2010 with the City. As a consequence of this advertising success, a second agreement was entered into in 2014 by the City and Sky Posters, Inc.

In 2015, the City entered into a Billboard Agreement with WOW Media to establish a network of billboards throughout Inglewood. The significant advertising revenue generated from this partnership has allowed the City to augment its General Fund, resulting in increased funding for municipal services.

DISCUSSION:

The draft Lease and Development Agreement (Agreement) identifies two (2) phases of development and installation of digital kiosks within the City. Phase 1 consists of (ten) 10 proposed kiosk locations, while Phase 2 consists of an additional ten (10) kiosk locations. All kiosks will be installed in the public right-of-way. The kiosks will also vary in height, be vertically oriented and may incorporate single or bi-faced displays.

DR-1.

The Agreement establishes the payment of a "Minimum Annual Guarantee Rent" (as defined in the Agreement) to the City in monthly installments of \$1,000 per face for each installed and operational kiosk. If both Phase 1 and Phase 2 kiosks are developed, installed, and operational, the kiosks network will generate \$240,000 per year of new City revenue.

In addition to the City's receipt of Minimum Annual Guarantee Rent, it will also receive an annual payment of "Percentage Rent" (as defined in the Agreement) consisting of forty (40%) of that portion of WOW's gross revenue in excess of the Minimum Annual Guaranteed Rent. The Percentage Rent payment shall commence 24 months following the Rent Commencement Date for Phase I locations (and separately for Phase II, as/if applicable). WOW's obligation to pay 40% Percentage Rent is similar to its payment methodology set forth in other WOW advertising display agreements with the City.

In addition to the revenue generated by the kiosks, the Agreement establishes various community benefits. These benefits include:

- A minimum discount of at least seventy-five percent (75%) on advertising fees to small local businesses.
- Provisions to allocate ten percent (10%) of the total advertising time for public service announcements ("PSAs"). These include announcements such as Amber Alerts, drunk driving awareness, serious accident notifications, and emergency-disaster messaging.

In compliance with the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration (EA-MND-2025-025) with State Clearinghouse No. 2025030243 was prepared. The required 30-day review period for the review of the subject Initial Study and Mitigated Negative Declaration (EA-MND-2025-025) closed on April 7, 2025. As of the time of this report's preparation, one comment letter was received from Caltrans (Attachment No. 2).

FINANCIAL/FUNDING ISSUES AND SOURCES:

All rent proceeds generated by the operation of the kiosks will be paid to the City as set forth in the Agreement.

ATTACHMENTS:

1. Lease and Development Agreement
2. Caltrans Letter
3. Initial Study and Mitigated Negative Declaration

PREPARED BY:

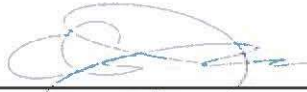
Bernard McCrumby, Jr., Planning Manager

COUNCIL PRESENTER:

Christopher E. Jackson, Sr., Development Services Director/Assistant City Manager

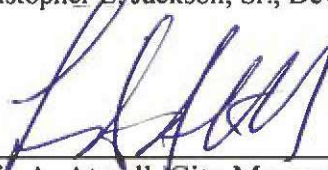
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., Dev Svcs Dir/Asst City Mgr

CITY MANAGER APPROVAL:



Louis A. Atwell, City Manager

ATTACHMENT 1

LEASE AND DEVELOPMENT AGREEMENT

This Lease and Development Agreement (hereinafter, the "Agreement") is made, entered and dated as of _____ ("Effective Date") between City of Inglewood, a California municipal corporation and charter city (the "City") and WOW Media, Inc., a California corporation ("WOW") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties have been negotiating in order to capitalize upon a mutually beneficial business opportunity and, in the process, have identified certain locations and areas within the City where WOW will be: (i) permitted to lease certain locations within the City for the purpose of developing and constructing certain kiosk advertising displays as part of a "Transportation Information Network" or "TIN" (as defined below), with each TIN structure having either one (1) or two (2) Faces (as defined below); and (ii) required to provide long term maintenance and operation of the TIN.

WHEREAS, the Parties believe that the TIN will be beneficial and provide direct and indirect benefits to the City's residents, businesses, visitors, and to the general public;

WHEREAS, the City is home to unique, world class sports and entertainment venues, (the "World Class Venues"), that attract millions of visitors a year;

WHEREAS, the TIN will provide the City with an additional mode of community messaging that will enhance its ability to timely address and promote important civic needs, including wayfinding and traffic safety measures, both directly and indirectly related to the World Class Venues.

WHEREAS, the TIN will be located on some of the most heavily traveled roadways in the City in order to communicate most effectively with the greatest number of drivers and pedestrians;

WHEREAS, the networking of each TIN structure through a single message control center will enable the City to communicate emergency and other public safety information on a nearly instantaneous basis to the largest number of drivers and pedestrians traveling on City roadways;

WHEREAS, clear lines of sight and limits on visual clutter are essential to the efficacy of the TIN;

WHEREAS, each TIN structure will be situated in a manner calculated to best allow the City to inform the general public during local emergencies, as well as public safety concerns.

WHEREAS, the uniform construction and design of the TIN and strict control over the total number and size of each TIN structure will be instrumental to the City as it seeks to expand its interest in providing wayfaring and traffic safety enhancement measures. assist the preserve the City's interests in traffic safety, aesthetics and control measures;

WHEREAS, the City finds that it is unable to develop and operate the TIN with its own internal resources and further finds that WOW is uniquely positioned and qualified to execute the development, construction, operation and management of the TIN both within the City and on its behalf, due to WOWs experience and regional portfolio of networked advertising assets;

WHEREAS, the City believes that WOW's proprietary (patent-pending) TIN structure and technology offers unique benefits not otherwise available to the City from any other vendor or technology;

WHEREAS, being the operator of the only network of digital signs in the South Bay region similar to those the City now seeks, WOW can offer the City unique benefits, both monetarily and with efficiency not otherwise available to the City from any other vendors;

WHEREAS, the Parties intend that the TIN shall be erected in two (2) distinct phases as described in Section 1(h) below (including subsections). It is anticipated that the TIN will, if both phases are fully developed, consist of up to sixty (60) structures with up to one hundred eight (108) digital faces. The structures constituting the TIN shall be dispersed throughout the areas depicted in Exhibit A and as described in Section 1(h). So long as the TIN locations do not materially deviate from the areas depicted in Exhibits A, as further described in Section 1(h) below, the precise location of each structure shall be determined by WOW, in consultation with the City, based on feasibility and technical requirements; provided however and notwithstanding the foregoing, WOW's final determinations and the precise TIN locations shall be in full compliance with and subject to the Applicable Requirements (as defined below).

WHEREAS, the Parties have agreed to the specific locations where the TIN will be constructed by WOW in the first two phases (the "Phase I-II TINs"), subject to Applicable Requirements (as defined below).

WHEREAS, this Agreement consists of the development, construction, maintenance and operational components of the Phase I-II TINs that shall be overlapping, as applicable:

- (a) Development. WOW shall pursue all necessary permits from City for the Phase I-II TINs and prepare for construction of same in accordance with the requirements of this Agreement;
- (b) Construction. Upon securing all necessary permits, WOW shall construct and erect the TIN, as provided herein; and
- (c) Maintenance-Operational. Once constructed, WOW shall maintain and operate the TIN as its own trade-fixture property at the Premises Locations pursuant to the lease terms as set forth herein below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Certain Definitions and Related Terms.

- a. As used herein, the term "Applicable Requirements" shall mean the following:
 - (i) City's laws, rules and regulations applicable to the uses and other activities contemplated herein with respect to the development, construction, operation and/or maintenance of the TIN;
 - (ii) all State and/or Federal laws, regulations and requirements, including but not limited to any California Environmental Quality Act ("CEQA") requirements, including any and all mitigation measures/requirements of the MND (as defined below), applicable to the development, construction, operation, and/or maintenance of the TIN as contemplated herein;

and (iii) all State and Federal laws, regulations and requirements applicable to this Agreement. Except as specifically authorized, the "Applicable Requirements" shall not limit or attempt to limit the City's exercise of its general police powers necessary to operate and conduct its municipal affairs.

b. As used herein, the term "Transportation Information Network" or "TIN" or "TIN structure" shall refer to physical structures with a vertical dimension of approximately 12 to 20 feet in height and a display size of approximately 98 inches. These structures are installed to stand vertically from the ground and feature one (1) to two (2) display Faces on their facades, and oriented parallel to the surface on which they are installed.

c. As used herein, the term "Billboard" shall mean and include all manner of display, signage and other advertising assets of any size and character, including TIN or the like, whether static, multi-faceted, electronically (analog, digital or otherwise) enabled or presented, or otherwise configured, enabled and constructed, together with all (if any) light fixtures, transformers, connecting devices, ladders and other equipment used in connection with, or appurtenant to such displays, signage and other advertising assets, except for displays, signage and other advertising assets placed on bus benches and bus shelters located within the City of Inglewood. This definition expressly contemplates the fact that new technology likely is to result in new display and presentation mechanisms, and expressly incorporates all such technology and display and presentation mechanisms.

d. As used herein, the term "City" shall mean City of Inglewood.

e. As used herein, the term "Face(s)" means and includes each portion of a TIN that, in the aggregate, constitutes one individual, entire display capable of displaying static or full-motion images.

f. As used herein, the term "Party" shall mean City and WOW separately and individually.

g. As used herein, the term "Parties" shall collectively mean City and WOW.

h. As used herein, the term "Premises Locations" means and includes certain City-owned parcels of real property ("City Property") on which a TIN may be constructed and operated by WOW pursuant to the terms and conditions of this Agreement, as more specifically identified and described as follows:

- i. Premises Locations. Premises Locations for Phase I-II TINs are collectively and generally identified and specified in Exhibit A, with the Arabic numerals "1" and "2" indicating geographic locations at which WOW will construct up to three (3) TINs. In addition to the information and depictions contained in Exhibit A and the MND (as defined below), the TIN locations at which WOW will construct up to three (3) free standing TIN structures have the following City of Inglewood street addresses (referred to hereinafter collectively, with same, Exhibit A and MND, the "Premises Locations"):

1. Phase I Premises Locations:

<u>SITE</u>	<u>CROSS STREET</u>	<u>ADDRESS</u>
WOWK1	Century east of Hawthorne	4319 1/2 W Century Blvd
WOWK2	Century east of Prairie	3900 1/2 W Century Blvd
WOWK3	Century west of Prairie	4059 1/2 W Century Blvd
WOWK4	Century west of Yukon	3520 1/2 W Century Blvd
WOWK5	Manchester southeast of Spruce	511 1/2 E Manchester Blvd
WOWK6	Manchester east of Prairie	3801 1/2 E Manchester Blvd
WOWK7	Prairie south of Manchester	401 1/2 S Prairie Ave
WOWK8	Prairie south of Hardy	1101 1/2 S Prairie Ave
WOWK9	Prairie north of Arbor Vitae	837 1/2 S Prairie Ave
WOWK10	Prairie north of Century	4001 1/2 W Century Blvd

2. Phase II Premises Locations:

<u>SITE</u>	<u>CROSS STREET</u>	<u>ADDRESS</u>
WOWK11	Century east of Felton	4922 1/2 W Century Blvd
WOWK12	Century west of Hawthorne	4450 1/2 W Century Blvd
WOWK13	Century east of Crenshaw	3223 1/2 W Century Blvd
WOWK14	Manchester east of Oak	525 1/2 W Manchester Blvd
WOWK15	Manchester west of La Brea	123 1/2 W Manchester Blvd
WOWK16	Manchester west of Crenshaw	3200 1/2 W Manchester Blvd
WOWK17	Florence west of La Brea	100 1/2 E Florence Ave
WOWK18	Florence northwest of Prairie	708 1/2 E Florence Ave
WOWK19	La Cienega north of Hillcrest	8801 1/2 S La Cienega Blvd
WOWK20	La Cienega north of Florence	8295 1/2 S La Cienega Blvd

- ii. Notwithstanding the description or depiction, or the future description or depiction, of the Premises Locations, the Parties agree that the actual physical location of each TIN structure at the Premises Locations shall be located and operated in accordance with any CEQA review and analysis performed for the TIN and applicable to this Agreement (“CEQA Review”). In the event that, due to circumstances not reasonably foreseeable (e.g., the inability to access power, underground utilities, etc.), WOW determines that the construction and operation of a digital TIN structure is not feasible at any site within the Premises Locations, WOW shall have the right to move the applicable Premises

Location to an alternative location contemplated and permissible in accordance with the scope of the CEQA Review and prior written approval by the City Manager or other officer duly authorized by City.

iii. Additional Descriptions in CEQA Review Document. The description of the Premises Locations is set forth with greater specificity in that certain CEQA Review document entitled "DIGITAL KIOSK NETWORK, INITIAL STUDY/MITIGATED NEGATIVE DECLARATION" (the "MND"), a copy of which is on file the at the City Clerk's Office.

iv. Exclusivity.

1. As to each Premises Location during the Development and Operational Phase (as defined below), WOW shall have exclusivity as to the construction, operation and maintenance of Billboards and other types of offsite signs, and City shall not permit or otherwise authorize or allow (whether on City Property or Private Property), any non-WOW Billboards or other types of offsite signs within a radius of 2500 feet of any WOW-authorized TIN structure, as the development of such structures is depicted and described in Exhibit A and the MND (collectively, the "Exclusive Radius Area"); provided however and notwithstanding anything contained herein to the contrary, the Exclusive Radius Area shall not apply to: (A) any existing or future Billboards developed, constructed, operated and maintained and/or sought to be developed, constructed, operated and maintained by a professional sports franchise or an affiliated entity, located and operated solely and completely within the confines of the applicable professional sports franchise's arena/stadium property on which the franchise conducts its primary business ("Arena Property"); or (B) any existing or future Billboards developed, constructed, operated and maintained and/or sought to be developed, constructed, operated and maintained by the owner or operator of an entertainment venue with a minimum seating capacity of 10,000 seats, located and operated within the confines of the applicable venue's on which the owner or operator of the subject entertainment venue conducts its primary business on the behalf of the applicable venue; or (C) any existing or future Billboard structure developed, constructed, operated and maintained by or on the behalf of any party with whom the City has entered into an agreement prior to August 1, 2024, providing for the development, construction, operation and maintenance of digital Billboards (i.e. LED technology, static or full-motion) within the Exclusive Radius Area (collectively, the "Radius Exemption"). Upon all WOW-authorized TIN structures of a particular phase becoming fully constructed, permitted and Operational (as defined below), the Exclusive Radius Area for that particular phase shall be modified such that the 2500 feet radius shall

be reduced to a 1000-foot radius for each such fully Operational TIN structure. The Parties, and each of them, acknowledge that the primary and mutual value of the TIN Faces authorized by this Agreement is achieved and maximized by having said Faces fully and maximally visible in high volume areas. In this regard and to avoid creating driver distraction by sign overload, to maximize the effectiveness of the WOW-authorized TIN Faces for public-safety and emergency communications, and to protect the visual environment in terms of aesthetics and the over concentration of signs, City has agreed to the above Exclusive Radius Area subject to the above Radius Exemption.

2. The Parties acknowledge and agree that there are certain variables involved in prospecting and selecting the Premises Locations and that once the physical development work commences, issues may be discovered that, in the reasonable discretion of WOW, would require movement of the location of one or more of the WOW-authorized TIN structures in order to achieve the operational purpose of the TIN. City will fully cooperate with and shall not unreasonably object to any WOW-authorized TIN structure location adjustment proposed by WOW, so long as such location adjustment is to an area analyzed within the scope of the CEQA Review.

2. The Development and Operational Phases of the TIN.

a. The Parties anticipate that the construction and development of the TIN by WOW pursuant to this Agreement shall be as follows: (i) with respect to the Phase I TIN, development and construction of the Phase I TIN shall be commenced by the first anniversary of the Effective Date of this Agreement (provided that commencement of development is not obstructed or prevented by City or third party factors beyond WOW's control), and completed and fully Operational within twelve (12) months following the first day on which utility hookups are made available and able to draw power for each Phase I TIN structure ("Phase I Completion"); and (ii) with respect to the development and construction of the Phase II TIN, commencing as of the time of the Phase I Completion, WOW shall have an option lasting until the next business day following the second anniversary of the Phase I Completion to inform City in writing that WOW will either develop and construct the Phase II TIN or not (the "Phase II Notice"). In the event that WOW indicates in the Phase II Notice to City that it will not develop and construct the Phase II TIN, either WOW or City shall have the right to declare this Agreement and the applicable lease provisions herein, as having been early terminated by the Parties on the terms provided above, leaving WOW or City with no further liability as to the additional development and construction of the Phase II TIN pursuant to this Agreement. In such event, this Agreement and the applicable Phase II TIN development and construction provisions herein, shall be deemed automatically amended to reflect the fact that the Parties' obligations under this Agreement shall be applicable only to the Phase I TIN. Moreover, in the event that WOW fails to timely provide the Phase II Notice to City, such failure shall be construed by the Parties as WOW's indication to City that it will NOT develop and construct the Phase II TIN pursuant to this Agreement. However, in the event that WOW informs the City in the Phase II Notice that it will develop and construct the Phase II TIN, WOW shall commence such development and construction by the first anniversary of City's receipt of the

Phase II Notice (provided that commencement of development is not obstructed or prevented by City or third party factors beyond WOW's control), and cause the Phase II TINs to be completed and fully Operational within twelve (12) months following the first day on which utility hookups are made available and each of the Phase II TIN structures is able to draw power (the "Phase II Completion"). Both the Phase I Completion and Phase II Completion shall collectively be referred to herein as the "Development and Operational Phase").

b. WOW will have the exclusive right to apply for all permits and entitlements for all TINS authorized by this Agreement and to complete their construction during the Development and Operational Phase subject to the Applicable Requirements.

c. The City will not enter into any agreement(s) with any other party to develop or construct any Billboards in the Premises Locations or undertake its own efforts to do so during the Development and Operational Phase.

d. Subject to the City's exercise of its police power and the Applicable Requirements, the City will take no action during the Development and Operational Phase to inhibit the construction, development, maintenance and commercial activity of WOW in relation to the development and operation of any authorized TIN including but not limited to not taking actions intended to prevent WOW from obtaining any City or third-party permits and government entitlements necessary to operate the TIN and will reasonably cooperate with WOW's efforts in relation to such permits and governmental permits and entitlements for the TIN at no cost to the City.

e. It is the intent of the Parties that WOW's interest under this Agreement shall vest at the Effective Date and to insure the successful development and operation of the TIN, that other than the Applicable Requirements over which the City has no regulatory authority or control, the Applicable Requirements in place as of the Effective Date shall control, and that no subsequent changes in the Applicable Requirements (over which the City has regulatory authority or control) occurring after the Effective Date and during the Development and Operational Phase shall negatively affect WOW's rights under this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, the Parties specifically acknowledge that the City shall not be bound, limited or restricted in any way from exercising its general police power, including but not limited to, amending or modifying the City's municipal or zoning code, necessary to conduct and and/or perform the municipal affairs of the City, or Applicable Requirements over which the City has no regulatory authority or control.

f. As to any TIN that WOW develops and constructs during the Development and Operational Phase or otherwise under this Agreement, the provisions of this Agreement as set forth below will govern their maintenance and operation. At each Premises Location the parties agree that WOW may construct up to three (3) free-standing TIN structures. Attached as Exhibit B is a depiction of an individual, free-standing TIN structure for illustrative purposes.

3. Lease of City Property. City hereby leases to WOW and WOW hereby leases from City pursuant to this Agreement, the City Property based upon the following terms and conditions set forth hereinbelow.

a. Term and Termination.

i. Term and Options. The initial lease term of this Agreement shall commence on the Effective Date and end on the twentieth (20th) anniversary date of the first Rent Commencement Date (as defined below). WOW shall have two (2) options to extend the term of the lease terms of this Agreement (each, an "Option"), and each Option shall provide WOW the ability to extend the term of the lease provision of this Agreement for an additional ten (10) years (each, an "Option Period"). Each Option shall be on the same terms and conditions of the initial lease terms of this Agreement; *provided however, any such Option, may only be exercised in the event WOW is not in default of the lease terms of this Agreement, or the applicable Option Period, at the time of the applicable Option request.* Each Option shall be deemed to be exercised by WOW unless, at least three (3) months and no more than six (6) months prior to the expiration of the then existing term of the lease provisions of this Agreement or Option Period, as applicable, WOW provides to City written notice of its intent not to exercise its Option, in which case this Agreement shall terminate at the conclusion of the then existing Lease term or Option Period, as applicable.

ii. Termination of Use/Removal. City's sole remedy under this Agreement with respect to a WOW breach of the lease provisions contained herein shall be the right to terminate WOW's use of any TIN on the Premises Locations and/or to require removal of any TIN on City Property pursuant to paragraph 2.h.v below in the event that WOW breaches any material obligation of the lease provisions of this Agreement (which shall include but not be limited to a violation of the Applicable Requirements) provided such breach is not cured within thirty (30) calendar days following written notice to cure delivered to WOW by City. The 30-day cure period shall be extended if: (a) within such period, WOW commences to cure and pursues the completion of such cure with reasonable diligence and such cure cannot be fully effectuated within said 30-day cure period, (b) a force majeure event occurs, or (c) WOW obtains written consent of City, which written consent shall be at the sole but reasonable discretion of the City.

iii. Early Termination. City recognizes that a substantial financial investment will be made by WOW in the development, installation, construction, operation and maintenance of the TIN at each of the Premises Locations. Consequently, City agrees that City's early termination rights shall be limited solely to a TIN-by-TIN basis for material breaches of the applicable lease provisions of this Agreement and only to that (those) specific TIN structure(s), for which material breaches are not cured within the requisite thirty (30) calendar day period following City prior written notice to cure. Notwithstanding the foregoing, the cure period shall be extended if: (a) WOW commences to cure and pursues to completion such cure with reasonable diligence and such cure cannot be fully effectuated within said 30-day cure period, (b) a force majeure event occurs, or (c) WOW obtains written consent of City, which consent shall be at the sole but reasonable discretion of the City. In the event of a City early termination of this Agreement resulting from an uncured material breach of a lease provision of this Agreement by WOW with respect to any TIN(s), this Agreement may only be early terminated by City as to the applicable TIN structure(s), as to which there is an uncured material breach, and such early termination shall become effective immediately following written notice from City. Following any such early termination,

WOW shall have no further liability of any type or nature to City or development right as to any such terminated TIN structure(s) associated therewith. In such event, the lease provisions of this Agreement shall be deemed automatically amended to reflect the fact that WOW's lease obligations under this Agreement shall be applicable only to the remaining TIN structures not terminated and/or removed from this Agreement.

b. Rent and Other Consideration. The amounts payable pursuant to this section of the lease provisions of this Agreement shall constitute the total consideration of any and every type or nature whatsoever to be paid by WOW to City as and for the use and operation of the TINs on the leased Premises Locations.

i. Minimum Annual Guarantee. Commencing with the Rent Commencement Date and continuing annually thereafter, WOW shall make minimum annual payments (the "Minimum Annual Guarantee") to City on a per Face basis, in the amount of one thousand dollars (\$1,000.00) per month per Face for each fully Operational TIN. Starting in the third year, the City's Minimum Annual Guarantee will be offset against WOW's Percentage Rent payment obligation (as defined below) with respect to the Phase I Premises Locations and, if applicable, Phase II Premises Locations.

ii. Percentage Rent. Commencing after a total of 24 months (as calculated below) have elapsed following the Rent Commencement Date for Phase I Premises Locations (and separately for Phase II, as/if applicable), WOW shall be obligated to pay City 40% of that portion of WOW's Gross Revenue (as defined below) in excess of the annualized Minimum Annual Guarantee rent paid or payable to City for the applicable TIN Faces during the applicable calendar year as "Percentage Rent." Any such WOW obligation to pay the Percentage Rent shall be accomplished in the following manner: WOW shall submit to City a report providing the calculations utilized by WOW to establish its Gross Revenue and Percentage Rent with respect to the applicable Faces (the "Report"), along with the delivery of any Percentage Rent payment payable to City as provided in the Report. The Report and any Percentage Rent payment shall be delivered to City not later than forty-five (45) calendar days following the end of each applicable calendar year. Within thirty (30) calendar days following City's receipt of the Report, City may request and pursuant to such request, have the right to audit any and all annual records of WOW that support the calculations provided in the Report establishing the Percentage Rent for the applicable Faces. Failure by the City to request an audit within the above-described 30-day period shall constitute City acceptance of WOW's calculations for the applicable Faces as provided in the Report. For purposes of clarity, the Parties wish to include the following example of the above-stated terms: In the event that WOW's Gross Revenue for all applicable TIN Faces exceeds the Minimum Annual Guarantee rent for such TIN Faces in the aggregate by the amount of \$100,000, 40% of this \$100,000 amount or \$40,000 shall constitute Percentage Rent payable to City.

iii. As used herein, "WOW's Gross Revenue" shall mean and include the gross amount collected by WOW for the sale of advertising for an individual Face during the calendar year less those actual fees and costs incurred by WOW to operate, maintain, repair or replace the TIN and its elements (the "Actual Costs") paid to Unaffiliated Third Parties (as defined herein) and the costs of providing power to the TIN; provided

Actual Costs shall not exceed twenty five percent (25.00%) of the aggregate of the gross revenue generated by WOW from the sale of advertising for all Faces for the applicable calendar year. As used herein "Unaffiliated Third Parties" are entities and/or individuals unaffiliated with WOW such that WOW has no interest (direct or indirect) in the Unaffiliated Third Parties or receives any revenue from the payments made to any such Unaffiliated Third Parties. In addition to the above, and as a separate right under this Agreement, so long as WOW is in compliance with its obligation under Section 3(i) below, WOW shall be entitled to deduct from (i.e. in the calculation of) WOW's Gross Revenue an amount equivalent to 40% of all reasonable and bona fide third-party costs necessary to maintain, repair or replace the TIN ("Repair/Replacement Cost"), subject to the conditions and restrictions set forth below in this Section. WOW's ability to deduct any Repair/Replacement Cost as provided in the previous sentence shall be limited to cost items/loss events that are in excess of One Hundred Thousand Dollars (\$100,000) ("Repair/Replacement Cost Minimum"). Once WOW has actually paid the entire amount of the applicable repair/replacement costs ("Total Cost"), and the Total Cost (inclusive of the Repair/Replacement Cost) exceeds the applicable Repair/Replacement Cost Minimum, WOW shall be allowed to deduct the entire amount of the Repair/Replacement Cost against (i.e. in the calculation of) WOW's Gross Revenue during the applicable calendar year in which the entire amount of the Total Costs have been paid. For purposes of example only, if WOW incurs and pays \$100,001 as the total cost of repair/replacement of the TIN in a particular calendar year, WOW shall be entitled to deduct 40% of the total \$100,001 cost or \$40,400.40 ($\$100,001 \times .40$) in the process of calculating WOW's Gross Revenue at the earliest possible moment during the same calendar year in which the total \$100,001 repair/replacement cost was paid.

iv. Rent Commencement Date. The Rent Commencement Date for each phase shall commence within ninety (90) calendar days after all TIN structures comprising the applicable phase (and each and every Face thereof) are constructed, permitted and fully Operational on its applicable Premises Location ("Rent Commencement Date") and shall continue to be paid monthly and annually, respectively and as applicable, throughout the term of this Agreement. As used herein, the term "Operational" shall mean that the TIN (and each and every Face thereof) is capable, legally and functionally, of displaying full motion, full color, on-site and off-site advertising in full compliance with the Applicable Requirements. If WOW is unable to obtain all necessary permits for the construction and operation of any TIN or any of its Faces within Development and Operational Phase, WOW shall have the right but not the obligation, as to any such TIN(s) and any such Faces, to declare this Agreement and the applicable lease provisions herein, as having been early terminated by the Parties on the terms provided above, leaving it with no further liability to City or development rights as to any such terminated TIN(s) or Faces. In such event, this Agreement and the applicable lease provisions herein, shall be deemed automatically amended to reflect the fact that WOW's obligations under this Agreement shall be applicable only to the remaining TIN or Faces not terminated and/or removed from this Agreement. Due to construction and permitting schedules, each Face may have a separate Rent Commencement Date.

c. Revenue Challenges. Should WOW's gross revenues from any one of the TIN be less than its prorated share of the Minimum Annual Guarantee for that TIN for any twelve

(12) consecutive month period, WOW and City will meet and confer, and negotiate in good faith the potential reduction in the Minimum Annual Guarantee. If the Parties cannot agree on a new Minimum Annual Guarantee for any such TIN, WOW shall have the right, as to any such TIN, to declare the applicable lease provision of this Agreement as having been early terminated by the Parties on the terms provided above, leaving it with no further liability to City or development rights as to any such terminated and/or removed TIN. In such event, this Agreement and the applicable lease provision(s) shall be deemed automatically amended to reflect that WOW's continuing obligations under this Agreement shall be applicable only to the remaining TIN not terminated and/or removed from this Agreement.

d. Construction Easement. From and after the Effective Date and with respect to each Premises Location and at no additional cost or expense to WOW of any type or nature whatsoever, City hereby grants and conveys to WOW an easement on, under, over and around each Premises Location and all such surrounding City Property as is reasonably required for the development, installation, construction, operation, security and maintenance of the TIN and Faces at each of the Premises Locations (the "Easement Properties"), including but not limited to ingress and egress related thereto. WOW shall be fully responsible for any and all damage and injuries resulting from WOW's use of the Easement Properties and the City Property pursuant to the construction easement and shall fully indemnify City with respect to the use of the Easement Properties as provided in paragraph 2.j.i, below.

e. Display Prohibition. Should WOW be prohibited by the Applicable Requirements, a judgment or other legal or legislative action from installing or operating the TIN or any Faces at any or all of the Premises Locations, WOW shall have the right but not the obligation, as to any such TIN and any such Faces, to declare this Agreement and applicable lease provisions herein as having been early terminated by City on the terms provided above leaving it with no further liability to City and development rights as to any such terminated TIN or Faces. In such event, this Agreement and applicable lease provisions herein shall be deemed automatically amended to reflect that WOW's continuing obligations hereunder shall be applicable only to the remaining TIN or Faces not terminated and/or removed from this Agreement and applicable lease provisions herein.

f. City TIN Use. As further consideration for the Lease, WOW shall make available to City up to ten percent (10%) of the total advertising time on each Face for public service announcements ("PSAs") such as amber alerts, drunken driving awareness, serious accidents and emergency-disaster messaging. City shall derive no revenue of any type or nature from its use of a Face as provided herein and all revenue actually received by the City for PSAs shall be delivered upon receipt to WOW.

g. WOW TIN Use.

i. Permitted Uses. Subject to the Applicable Requirements, the Premises Locations may be used for the installation, operation, maintenance, repair, and replacement of, and security for, TIN to display outdoor advertising (whether on-premises or off- premises) and for no other uses, together with the right of ingress and egress to the Premises Locations by WOW's designated representatives. WOW shall also have the right to license or rent the use of the TIN, or any portion of them, to carry traditional off-site advertisements from national and local advertisers subject to full

compliance with the Applicable Requirements. In furtherance thereof, City hereby grants to WOW the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces.

ii. Prohibited Uses. The TIN shall not contain obscene material. Except as expressly or otherwise prohibited, all other advertising content shall be permissible.

iii. Unobstructed View. City shall be required to remove any structure, plant or other item that obstructs the view of any TIN kiosk structure or Face installed at a location approved by City. Following its approval of any such location, City shall not allow any new structure, or any new tree or new vegetation on City Property to obstruct the view of any TIN or Faces.

iv. Local Advertising. In order to provide greater advertising access to a broader spectrum of City's constituency, City authorizes WOW to provide a discount of at least seventy-five percent (75%) on advertising fees to any local business qualifying as a "Small Business," as defined in this Agreement. The Parties may create a mutually agreeable raffle-style process for awarding advertising access to local Small Businesses. For purposes of this Agreement, "Small Business" shall mean any local business with average annual gross receipts of less than one million dollars (\$1,000,000.00) earned during the prior three years of operation, or if the business has less than three years operating history, then the average gross receipts shall not exceed five hundred thousand dollars (\$500,000) for each year of operation. City authorizes WOW to exercise its own independent discretion to require that any and all advertising content of any such Small Business meets the high aesthetic standards of WOW's advertising content on the Faces. In the event WOW wishes to contract with a Small Business but that Small Business has not provided advertising content reasonably satisfying the high aesthetic standards of WOW, WOW shall take reasonable measures to refer the Small Business to a creative advertising agency or agencies in order to upgrade the advertising content. The cost of all such services provided to the Small Business by any such creative advertising agency shall be at the expense of the Small Business.

h. Installation, Operation and Maintenance of TIN. Subject the other terms of this Agreement and applicable lease provisions herein, WOW will construct, install, operate and maintain the TIN at its sole cost and expense.

i. Plans and Specifications. WOW shall submit plans and specifications (the "Plans") to City for review and approval. City approval of the plans and specifications shall not be unreasonably withheld or conditioned. In the event that City fails to communicate in writing its approval or disapproval of the Plans to WOW within thirty (30) City business days of submission (the "Review Period"), WOW shall provide written notice to the City of such failure following the expiration of the Review Period (the "Reminder Period Notice"). In the event no such approval or disapproval is communicated in writing to WOW within thirty (30) City business days following City's receipt of the Reminder Period Notice, the submitted Plans shall be deemed not approved by City.

- ii. Approved Plans. WOW shall construct, install and maintain the TIN at each applicable Premises Location, pursuant to the approved Plans.
- iii. Permits. WOW shall obtain all permits required to install the TIN, including, without limitation, all City permits. All fees paid by WOW to City associated with permitting for TIN construction/erection and operation, including without limitation such fees paid prior to the Effective Date of this Agreement may be included as a deduction against WOW's Gross Revenue for the applicable calendar year as an Actual Cost pursuant to Paragraph 3b(iv) above. WOW shall only be authorized to make such deductions following submittal and approval by City of a written statement certified by WOW to be a true and accurate accounting of each dollar actually paid by WOW to City for such fees. City's failure to approve, reject or otherwise respond to a written statement certified by WOW (as provided in the previous sentence) within thirty (30) City business days of receipt by City of same shall constitute approval by City. Authorized deductions for fees paid pursuant to this Section may be included as deductions against WOW's Gross Revenue for the applicable year as an Actual Cost pursuant to Paragraph 3b(iv) above, until such time as the total amount of the fees payable by WOW to the City have been paid.
- iv. Good Repair. WOW will keep the TIN in good repair and promptly remove all graffiti on any TIN within twenty-four (24) hours, excluding weekdays or holidays, upon WOW's receipt of written notice from the City, or WOW otherwise becomes aware of the placement of such graffiti thereon, whichever is sooner to occur.
- v. Removal. Unless otherwise directed by the City, WOW shall promptly remove all WOW-installed and/or constructed improvements on City Property upon any termination of this Agreement or upon expiration of the term of this Agreement and any option periods. All such improvements on City Property shall be and remain the property of WOW during the term of this Agreement and any reasonable removal period established by the Parties upon any termination of this Agreement or upon expiration of the term of this Agreement and any option periods.
- vi. Alterations. WOW shall have the right to alter the TIN over the term of this Agreement subject to the Applicable Requirements and City written approval, which approval shall not be unreasonably withheld or conditioned.
- i. Insurance. WOW shall maintain:
 - i. General Liability Insurance. \$5,000,000 per occurrence and \$5,000,000 annual aggregate; fire legal-liability requirement of \$5,000,000.
 - ii. Fire-Casualty Insurance. Full replacement value of the TIN(s).

iii. Construction. Full insurable value for all construction material delivered to the Premises Locations for vandalism and malicious mischief.

iv. Auto Liability Insurance. \$2,000,000 per occurrence; \$2,000,000

v. Workers Compensation. As required by Law.

vi. Performance Bond. For construction of each TIN.

vii. Replacement Insurance. Full replacement value of all the improvements (including the TIN structures) constructed, installed, operated and maintained on the Premises Locations.

viii. Earthquake Insurance. As requested by City, if commercially reasonable and available.

j. Indemnity. Subject to the below restrictions, WOW shall defend, indemnify and hold harmless City, its members, representatives, agents, consultants and employees (collectively, "Indemnitees") from all claims, liens, liability and damages, including reasonable attorney's fees and costs (collectively, "Liabilities"), resulting from third parties claims relating to the TIN and/or City's approval of this Agreement, including WOW's construction, use, operation and/or maintenance of the Premises Locations and/or the Easement Properties for which the construction easement is granted pursuant to paragraph 2.d., above (WOW's "Indemnity Obligations"), except to the extent that such Liabilities is the result of: (i) Indemnitees' gross negligence; or, (ii) Indemnitees' willful acts or omissions. Moreover, the indemnity obligations of WOW as established by this Agreement shall survive the termination of this Agreement and shall remain in full force and effect, subject to the conditions of this Agreement, until such time as all Liabilities have been resolved either through settlement or litigation/court order.

i. However, notwithstanding the foregoing, the above-stated indemnity, defense and hold harmless obligations of WOW with respect to a claim filed pursuant to the California Environmental Quality Act ("CEQA") shall only apply to claims filed against the City between the Effective Date and the date that is 180 days following the date upon which City files a Notice of Determination ("NOD") pursuant to CEQA with the County Clerk (the "CEQA Claims Period"), and such claim(s) seek(s) to invalidate or legally preclude the implementation of the terms of this Agreement by the Parties based upon an alleged violation of the CEQA requirements, including but not limited to CEQA compliance claims ("Invalidation Claims"), provided any such Invalidation Claim (s) is/are filed during the CEQA Claims Period (a "Qualifying-1 Claim"). The City shall provide WOW with written notice of any Invalidation Claim that is filed pursuant to a Qualifying-1 Claim, and for which an indemnity from WOW to City is required pursuant to this Agreement (the "Indemnity-1 Notice"). The Indemnity Notice shall be delivered to WOW within five (5) City business days of the date the City Clerk's office is served with the requisite Qualifying-1 Claim litigation documents, and shall identify, at a minimum, the subject matter of the Qualifying-1 Claim, the parties to the Qualifying-1 Claim, the applicable case number and court in which the Qualifying-1 Claim is pending, as well as any other information pertinent to the Qualifying-1 Claim.

ii. Moreover, and notwithstanding the foregoing, the above indemnity, defense and hold harmless obligations of WOW with respect to any non-CEQA related filed claim(s) shall only apply to claims: (a) that have been timely filed with City in compliance with the applicable law governing such filed claims; and (b) filed against the City in a court of competent jurisdiction between the Effective Date and the applicable statute of limitations governing the filing date by which such claim(s) must be filed (“Claims Filing Period”)(collectively, a “Qualifying-2 Claim”). The City shall provide WOW with written notice of any claim that is filed pursuant to a Qualifying-2 Claim, and for which an indemnity from WOW to City is required pursuant to this Agreement (the “Indemnity-2 Notice”). The Indemnity-2 Notice shall be delivered to WOW within five (5) City business days of the date the City Clerk’s office is served with the requisite Qualifying-2 Claim litigation documents, and shall identify, at a minimum, the subject matter of the Qualifying-2 Claim, the parties to the Qualifying-2 Claim, the applicable case number and court in which the Qualifying-2 Claim is pending, and any other relevant information pertinent to the Qualifying-2 Claim.

iii. Within five (5) days of the Effective Date, WOW shall deposit the amount of one hundred thousand dollars (\$100,000) into an independent and segregated account at a mutually agreed upon reputable financial institution selected by WOW, for purposes of funding the legal defense, resolution, and/or settlement of the applicable the Qualifying-1 Claim and/or the Qualifying-2 Claim for which an indemnification is required hereunder (the “Indemnity Account”). The Indemnity Account may be interest-bearing or non-interest-bearing as determined by WOW in its sole discretion.

iv. In the event that no valid Indemnity-1 Notice or Indemnity-2 Notice is (are) received during the applicable CEQA Claims Period and the applicable Claims Filing Period, the balance of funds in the Indemnity Account (the “Indemnity Funds”) shall be returned to WOW, and all indemnification obligations under this Section 3(j) shall terminate. In the event a valid Indemnity Notice-1 and/or Indemnity Notice-2 is received within the applicable CEQA Claims Period or the applicable Claims Filing Period, as applicable, the Liabilities for which an indemnification is required of WOW pursuant to this Agreement shall be promptly paid and satisfied from the Indemnity Funds. In the event that the Indemnity Fund is depleted below \$10,000.00 (other than by reason of a return of the Indemnity Fund to WOW as provided above) WOW shall, within five (5) business days, deposit sufficient funds in the Indemnity Account to return the Indemnity Fund to the initial \$100,000.00 threshold amount. However, in the event that no valid Indemnity-1 Notice or Indemnity-2 Notice is (are) received by City within three (3) business days following the end of the applicable CEQA Claims Period, and the applicable Claims Filing Period, as applicable, the balance of funds in the Indemnity Account (the “Indemnity Funds”) shall be returned to WOW.

v. However, notwithstanding the foregoing, WOW shall also be responsible for making the necessary payment adjustments to the Indemnity Account (i.e., increase the amount of the Indemnity Funds) to account for the timely and full payment of: (1) any damages awarded by a court of competent jurisdiction pursuant to a Qualifying-1 Claim(s) and/or Qualifying-2 Claim(s), as applicable; or (2) any settlement amount(s) mutually agreed upon by City and WOW as is necessary and

required to settle/resolve any Qualifying-1 Claim(s) and/or Qualiofying-2 Claim(s) (collectively, Qualifying Claim”); and/or Invalidation Claim(s).

vi. WOW shall have the right to deduct and offset any amounts paid from the Indemnity Funds under this Agreement against WOW’s Gross Revenue within the applicable time periods under this Agreement. The right to deduct and offset under this sub-section is independent and separate from and in addition to WOW’s other rights to deduct and offset against WOW’s Gross Revenue, such as the right to deduct Actual Costs as described above.

vii. Indemnitees shall give WOW prompt written notice of any Liabilities or discovery of facts on which an Indemnitee will base its request for indemnification hereunder, and in no event shall WOW be liable for any Liabilities that result from a delay in providing such notice. WOW may, with the consent of the applicable Indemnitee(s) (which consent shall not be unreasonably withheld), elect to assume, at its sole option, control of the defense, appeal, or settlement of any Qualifying Claim, and control, through reputable independent counsel of its own choosing, the settlement or defense thereof. In such event, the applicable Indemnitees shall fully cooperate with WOW in connection therewith, and may employ, at any time, separate counsel (in its sole discretion) to represent them (“City Legal Counsel”), for which WOW shall: (1) be solely responsible for the costs and expenses of such separate counsel and shall remit payment to City within thirty (30) calendar days following its receipt of such invoiced costs and expenses from the City which shall be provided to WOW on a monthly basis; and (2) cause WOW’s legal counsel during the course of the Qualifying Claim(s) to continuously: (aa) provide City Legal Counsel with adequate information concerning all material developments relating to the defense, and (bb) confer and consult with City Legal Counsel in good faith in a manner providing City Legal Counsel with a meaningful opportunity to participate in discussion regarding major strategic decisions with respect to the defense or disposition of the Qualifying Claim prior to such decisions being made. If the Indemnitee(s) assume control of the defense, such Indemnitee(s) shall (i) promptly provide WOW with copies of all invoices for attorney’s fees and costs for which indemnity is sought hereunder on a monthly basis; pursuant to which, WOW shall remit full payment to the City within thirty (30) calendar days following its receipt of such invoices, (ii) provide WOW with adequate information concerning all material developments relating to the defense, and (iii) confer and consult with WOW in good faith in a manner providing WOW with a meaningful opportunity to participate in discussion regarding major strategic decisions with respect to the defense or disposition of the Qualifying Claim prior to such decisions being made. Regardless of who controls the defense, Indemnitees may not settle or compromise any claim or consent to the entry of any judgment for which it seeks indemnification hereunder without the prior written consent of WOW, which consent WOW shall not unreasonably withhold, condition, or delay. Further, regardless of who controls the defense, WOW shall have the right to settle and resolve any Qualifying Claim on terms that WOW deems commercially reasonable, in its sole discretion, provided that Indemnities shall not be held or deemed accountable, liable or responsible for any past, current or future Liabilities arising out of the approval of this Agreement, any third-party claims relating to the TIN, and/or Qualifying Claim(s). Indemnitees shall fully cooperate with respect to the effectuation of any settlements (including the execution of settlement agreements or other similar documents or

instruments), so long as the terms of the applicable settlement: (i) provide that all amounts due and payable will be paid entirely from the Indemnity Fund by WOW as provided above, (ii) include an unconditional release of the Indemnitees from all liability arising out of the applicable claims, (iii) do not contain any admission or statement suggesting any wrongdoing or liability on behalf of the Indemnitees, and (iv) do not contain any equitable order, judgment, or other term (other than the fact of payment or the amount of such payment by WOW) that unreasonably affects, restrains, or interferes with City or Indemnitees operations.

k. Damage or Destruction. If damage or destruction to a Face or TIN costing Fifty Thousand (\$50,000) or more to repair occurs more than five (5) years prior to the end of the initial lease term of this Agreement (or any option period) and WOW otherwise has no right to terminate the lease term of this Agreement (in full or in part) or to remove a Face or TIN from the lease term of this Agreement, WOW shall repair all damage or destruction to a Face or TIN. If such damage or destruction occurs within five (5) years prior to the end of the initial lease term of this Agreement (or any option period), the remaining initial lease term of this Agreement (or any option period) shall be extended for a maximum period of five (5) years from the date that the repairs are completed and the repaired Face or TIN is placed back into service; pursuant to which, such extended period shall be specifically determined on the basis of the reasonably projected extension time required to allow WOW to amortize the full cost of such repairs over the remaining lease term of this Agreement (or any option period). To the extent that WOW elects not to repair or replace one or more Faces or TIN, WOW shall have the right, as to any such TIN and any such Faces, to declare this Agreement and the applicable lease term as having been early terminated by the Parties, leaving it with no further liability to City or development or operational rights as to any such terminated TIN or Faces. In such event, the lease term of this Agreement shall be deemed automatically amended to provide for a reduction in the Minimum Annual Guarantee to reflect the terms and conditions applicable to the remaining TIN or Faces not terminated and/or removed from the applicable lease provisions of this Agreement. To the extent that damage is caused by an event for which WOW is not required to insure and has not insured, WOW shall not be required to, but may at its sole discretion, repair damage to a Face or TIN; in such event, the remaining initial lease term of this Agreement (or any option period) shall be extended for a maximum period of five (5) years from the date that the repairs are completed and the repaired Face or TIN is placed back into service; pursuant to which, such extended period shall be specifically determined on the basis of the reasonably projected extension time to allow WOW to amortize the full cost of such repairs over the remaining lease term of this Agreement (or any option period).

l. Assignment. WOW shall have the right to assign its interest in this Agreement without the consent of City; provided however, any such assignee specifically assumes in advance and in writing WOW's obligations under this Agreement and such assignee is comparably qualified and financially suitable as WOW to operate and maintain the TIN in accordance with the requirements of this Agreement, the applicable lease provisions herein, and the Applicable Requirements. City shall make and enter into such documents as may be necessary for such an assignment so long as there is (i) no cost to the City, (ii) no decrease in the assignee's liability to City; (iii) no increase in City's obligation to the assignee, and (iv) no decrease in consideration payable to City, resulting from such assignment. City will agree to normal and customary financing and mortgagee protection provisions to the extent reasonably requested, and City's agreement shall not be unreasonably withheld or conditioned.

m. Miscellaneous.

i. Holdover. Should WOW holdover beyond the term of this Agreement (as the same may be extended) where the City has not previously terminated this Agreement, the lease provisions of this Agreement with respect to any holder of all or any portion of the Premises Locations, shall constitute a lease tenancy from year-to-year and shall continue in effect in accordance with all of the same terms and conditions until terminated by City upon written notice to WOW given no less than ninety (90) calendar days prior to the end of any such holdover period.

ii. Cooperation. Each of the Parties agrees to execute and deliver to the other Party all additional documents and to take such additional actions as are necessary or reasonably required to effectuate the terms, conditions, provisions, and intent of this Agreement.

iii. Authority. Each person signing this Agreement or any related documents warrants and represents that, to the extent he/she is executing this Agreement for, and on behalf of, a municipality, corporation, limited liability company, company, partnership, association, entity or affiliate thereof, he/she has been fully empowered and properly authorized to execute this Agreement for, and on behalf of, said entity, and is instructed by those having the requisite authority to cause said entity to make and enter into this Agreement. Each entity signing this Agreement warrants and represents that, to the extent it is executing this Agreement for, and on behalf of, any other entity or Affiliate, it has been fully empowered and properly authorized to execute this Agreement for, and on behalf of, said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.

iv. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflict of law principals. In the event of litigation between the Parties, venue in state trial court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

v. Successors. This Agreement, and all of its terms, conditions and provisions, shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors, and assigns.

vi. Merger and Integration. This Agreement and all exhibits contain the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersede any and all prior or contemporaneous agreements and discussions, whether written or oral. Thus, any and all prior and/or contemporaneous discussions, negotiations, writings, commitments and/or undertakings related to the subject matter of such agreements are merged herein and therein.

vii. Construction. Each of the Parties agrees that no Party to this Agreement shall be deemed to be the author of this Agreement or any term, provision

or condition hereof, that any and all ambiguities shall be resolved and the terms, provisions and conditions of this Agreement shall be construed and interpreted without regard to which Party may have suggested, drafted, revised or otherwise authored this Agreement or any of its particular terms, provisions or conditions, and that this Agreement shall be construed and interpreted as if drafted mutually by all of the Parties.

viii. Attorneys' Fees. Each Party shall bear responsibility for its own attorneys' fees and costs incurred in connection with the negotiation, drafting and implementation of this Agreement. Notwithstanding the foregoing, a prevailing Party in any action or other proceeding to enforce, interpret or otherwise address the rights and obligations contained in this Agreement shall be entitled to recover its reasonably incurred attorneys' fees and reasonably incurred costs (regardless of whether such fees or costs otherwise would be recoverable by statute or other rule) as well as reasonable fees and costs incurred for consultants and experts.

ix. Modification. This Agreement may not be changed, altered or modified except in writing signed by duly authorized representatives of all Parties.

x. Third Party Beneficiaries. The Parties agree that there are no third-party beneficiaries to this Agreement.

xi. References. Whenever the language of this Agreement uses any form of pronoun, it shall be deemed to include the masculine, feminine and neuter whenever appropriate, and vice versa. Likewise, whenever the language of the Lease uses the singular of any pronoun, it shall be deemed to include the plural whenever appropriate, and vice versa.

xii. Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and shall not be construed as an explanation, modification, or intended construction of any terms or provisions of the Agreement.

xiii. Counterparts and Effective Date. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the Effective Date hereof being the date set forth in the first paragraph hereof. In the interest of expediting the execution and delivery of this Agreement, a facsimile signature shall be deemed to be and may be relied upon as an original, and telecopy or email transmission of an executed counterpart of this Agreement shall be deemed to be delivery of an original, executed counterpart.

xiv. Arbitration. Not Applicable.

xv. Utilities. WOW shall have the right to sufficient utilities and ventilation to support its intended use of the Premises Location and operation of the TIN thereon. WOW shall pay directly to the applicable utility provider the utility charges for all utilities used by each TIN element during the term of this Agreement. WOW shall have a right to offset/deduct such payments against WOW's Gross

Revenue, as provided above. City acknowledges that WOW has the right to contract with and use its own energy service providers.

xvi. Compliance with Law. WOW shall comply with all laws, rules and regulations (including but not limited to all Applicable Requirements) governing its performance hereunder, and to obtain any and all licenses and permits required therefore.

xvii. Financing. WOW shall have the right to utilize this Agreement and its rights hereunder as security for any financing. City shall provide reasonable cooperation with respect to any such financing effort. However, notwithstanding the foregoing, in no event shall the City's economic or financial interest in this Agreement or the TIN be subordinate to any such financing.

xviii. Taxes. City shall be responsible to pay all taxes of any and every type and nature associated with the City Property, except that WOW shall be responsible solely to pay all leasehold taxes and all personal property taxes attributable to this Agreement and/or associated with the TIN constructed and located on the Premises Locations.

xix. Condemnation of Premises Locations. If any portion of the Premises Locations is taken by a government entity exercising the power of eminent domain, or sold to a government entity by City under the exercise of said power (the formal judicial order that permits the taking is herein referred to as "condemnation"), then, in the discretion of WOW, either (a) this Agreement shall terminate as to the Premises Location so taken as of the date the condemning authority takes possession of the condemned portion of the Premises Location (the "Condemnation Date"), or (b) City shall have the right but not the obligation to relocate that Premises Location to a comparable location acceptable to WOW. If in WOW's reasonable business judgment, the remaining Premises Locations are no longer reasonably suitable for WOW's operations, WOW may terminate this Agreement. If all Premises Locations are condemned, then this Agreement shall automatically terminate as of the Condemnation Date. The party who receives the condemning authority's notice of intention to take (the "Condemnation Notice") shall immediately give a copy of such notice to the other party. If this Agreement is not terminated, (a) it shall remain in full force and effect as to the portion of the Premises Locations remaining, provided the Rent and all other charges payable hereunder shall be reduced in order to reflect the number of the remaining Faces, and (b) City shall use the condemnation award received to provide a new Premises Location as soon as reasonably possible of the same quality, character and utility for WOW's purposes existing prior to the condemnation. Notwithstanding anything contained herein to the contrary, if relocation of the affected Premises Location is not commenced within thirty (30) City business days of City's receipt of the condemnation award or the subject relocation is not completed within one hundred eighty calendar (180) days from the Condemnation Date (the "Scheduled Completion Date"), then WOW may terminate this Agreement at any time following the Scheduled Completion Date. City and WOW may each pursue any condemnation award to which it is entitled by applicable law. WOW shall recover from the condemning authority or from City if WOW can show that any such amount included in City's net award or payment is attributable to the applicable TIN located on the affected Premises

Locations, including without limitation, the amortized value of improvements installed on the Premises Locations by WOW at WOW's expense based on straight-line depreciation over the remaining without regard to the condemnation. For the purposes hereof, a "net" award or payment shall mean the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

xx. Ownership of City Property. City represents and warrants to WOW that, as of the Effective Date of this Agreement, City is the owner of the City Property, as reasonably identified by WOW in proposing TIN sites.

xxi. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

xxii. Quiet Enjoyment. City represents and warrants to WOW that, as of the Effective Date of this Agreement, WOW shall have the quiet enjoyment of the City Property subject to the requirements of this Agreement, the applicable lease provisions herein and the Applicable Requirements throughout the term of this Agreement. Without limiting any rights WOW may have by statute or common law, so long as this Agreement is in full force and effect, WOW shall lawfully and quietly hold, occupy and enjoy the City Property during the term of this Agreement without disturbance by City or by any person claiming through or under City.

xxiii. Parties' Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between City and WOW other than the relationship of landlord and tenant. City and WOW expressly agree that neither the method of computing of rent nor any act of the parties hereto shall be deemed to create any relationship between City and WOW other than the relationship of landlord and tenant.

xxiv. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Agreement to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, pandemic, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of clarification and example only and without a restriction on the rights provided under this section, a material reduction in WOW's Gross Revenue caused directly or indirectly by the novel Covid-19 virus or other pandemic shall be construed as a Force Majeure Event, excusing performance of Required Acts such as WOW's obligation to pay Minimum Annual Guarantee and Percentage Rent for as long as the Force Majeure Event continues to exist.

xxv. Brokers. City and WOW each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises

Locations pursuant to this Agreement, with any other broker or person entitled to claim a commission or leasing fees. In no event shall this Agreement or the applicable lease provisions herein, be construed to create any express or implied obligation on the part of WOW or the City in favor of and/or on behalf of any broker (or any person claiming a commission or leasing fee) as a primary obligee or as a third-party beneficiary under this Agreement. City and WOW each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt.

xxvi. Notices. Whenever a provision is made under this Agreement for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Agreement.

To City:

City of Inglewood
One Manchester Boulevard
Ninth Floor
Inglewood, CA 90312
Attn: Louis A. Atwell, City Manager
Attn: Aisha L. Thompson, City Clerk

To WOW:

WOW Media, Inc.
18375 Ventura Blvd
Suite 112
Tarzana, CA 91356
Attn: Scott Krantz

With a copy to:

Kane Ballmer & Berkman
515 S. Figueroa Street
Suite 780
Los Angeles, CA 90071
Attn: Royce K. Jones, City Special Counsel

With a copy to:

Polsinelli PLC
2049 Century Park E
Suite 2900
Los Angeles, CA 90067
Attn: Anthony A. DiMonte

Notices, demands, or declarations given under this Agreement will be deemed to have been given when received as reflected on the return receipt, or when receipt is refused. A Party's address for notice may be changed at any time by notice given in accordance with the above.

xxvii. Recordation. As provided in Government Code Section 65868.5, this Agreement shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by all Parties. WOW shall provide the City Clerk with fees for such recording prior to or at the time of such recording should

the City Clerk effectuate recordation. The Parties shall cooperate to fashion this Agreement in the appropriate form and formatting for recordation, as required by the County of Los Angeles.

4. Other Issues.

a. CEQA. In accordance with the California Environmental Quality Act ("CEQA") and the guidelines contained in California Code of Regulations, Title 14, Chapter 3, ("CEQA Guidelines") as adopted by City, WOW has caused the impact of this Agreement to be fully analyzed and has secured the preparation of the MND pursuant to CEQA Guidelines, Section 15063, which has been peer reviewed and approved by City. The costs of securing the Initial Study and MND shall be paid by WOW, subject to all applicable rights to cost recoupment under this Agreement. This CEQA determination reflects independent analysis and has been peer reviewed and approved by City in its independent judgment. City retains the absolute sole discretion to modify the transaction, create and enter into such transactional documents, and modify this Agreement but only as is reasonably necessary to comply with CEQA, provided that any modifications not acceptable to WOW shall result, at WOW's option, in the termination of this Agreement at no additional cost to WOW.

b. Exclusivity. City shall cease all marketing efforts relating to the Premises Locations and all areas within the Exclusivity Radius Area subject to the Radius Exemption and the applicable provisions of the Inglewood Municipal Code (as noted above). City shall also not solicit or accept any offers concerning outdoor advertising in areas within the Exclusivity Radius Area subject to the Radius Exemption and the applicable provisions of the Inglewood Municipal Code, during the term of this Agreement (as it may be extended) and the applicable lease provisions herein.

c. Entitlements. City has determined that upon proper application, it is prepared to review and issue all permits, permissions and other approvals that might be required by WOW to perform pursuant to, and to obtain the contemplated benefits of, this Agreement subject to WOW's compliance with the Applicable Requirements and all City permitting and entitlement requirements.

d. Cooperation. In connection herewith, the Parties shall reasonably cooperate with one another to achieve the objectives and purposes of this Agreement.

e. Expedited Processing. City agrees to use its good faith efforts to expedite the processing of entitlements and approvals necessary for implementation of this Agreement and any and all activities required to permit the TIN to be erected on the Premises Locations.

f. Acknowledgments. Each Party acknowledges and understands that the other Party has and will continue to invest and rely on it to fully perform its obligations created under this Agreement. Each Party further acknowledges and understands that should it fail to fully and timely perform all of its obligations under this Agreement (and related obligations), the other Party will be seriously and irreparably harmed in its business and financial interests to the point where mere monetary damages will not provide an adequate remedy. Given the foregoing acknowledgements, each Party accepts and agrees that should it fail to fully and timely perform its obligations under this Agreement, the other Party may pursue injunctive relief, specific performance and any and all other reasonable or applicable legal remedies to address such failure.

IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date.

CITY OF INGLEWOOD

WOW MEDIA, INC.

By: _____
Name: James T. Butts, Jr.
Title: Mayor

By: _____
Name: Scott Krantz
Title: CEO

APPROVED AS TO FORM:

APPROVED:

INGLEWOOD CITY ATTORNEY

KANE BALLMER & BERKMAN

By: _____
Name: Rick Olivarez
Title: City Attorney

By: _____
Name: Royce K. Jones
Title: Special City Counsel

ATTEST:

AISHA L. THOMPSON

By: _____
Name: Aisha L. Thompson
Title: City Clerk

EXHIBIT A

Map of Premises Locations

[Behind this Page]

LEGEND

- 1 PHASE 1: 3 Kiosks | Double-sided
- 2 PHASE 2: 3 Kiosks | Double-sided

LOCATIONS

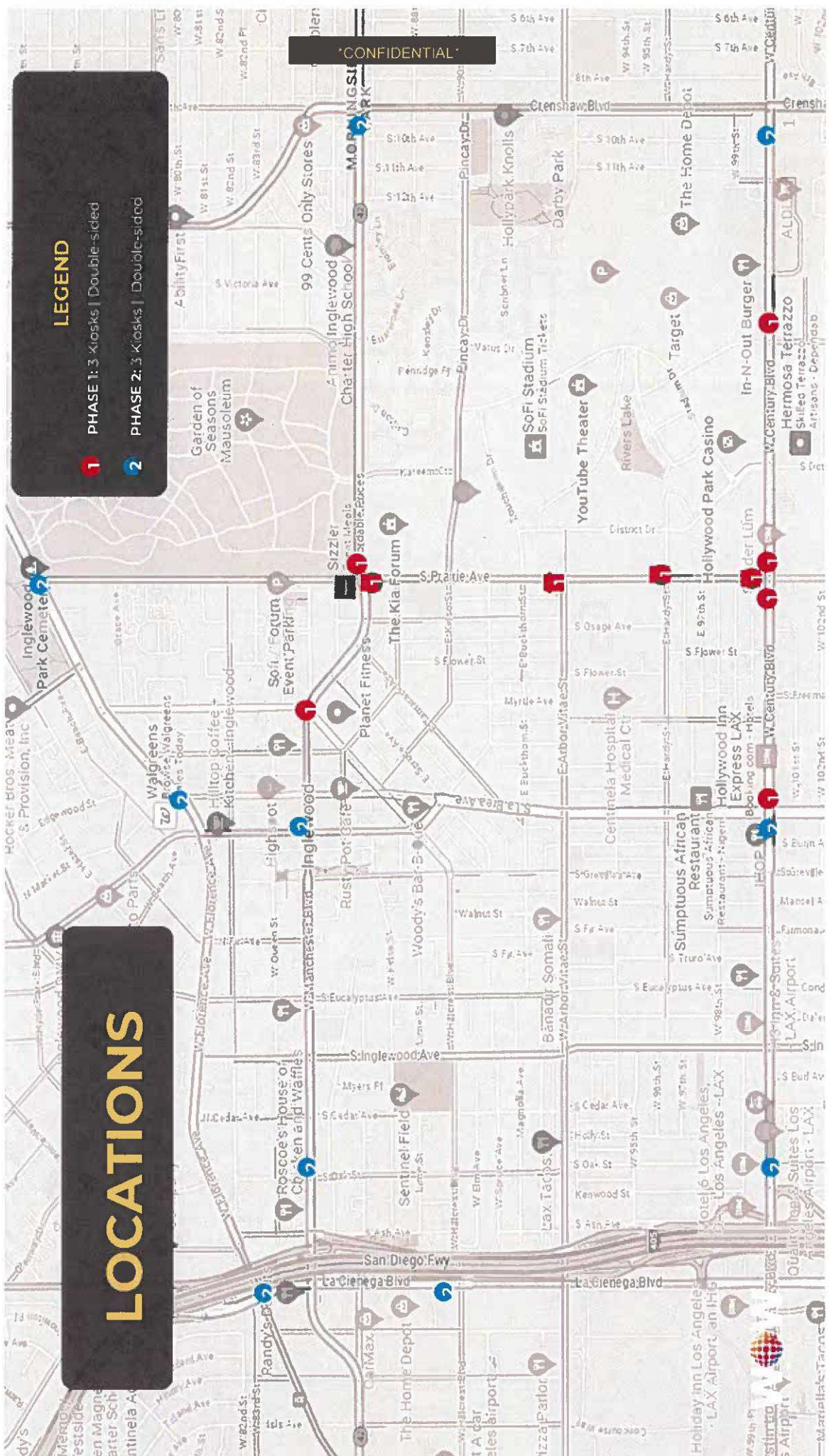


EXHIBIT B

Kiosk Diagram Illustration

[Behind this Page]



ATTACHMENT 2

DEPARTMENT OF TRANSPORTATION**DISTRICT 7**

100 S. MAIN STREET, MS 16
LOS ANGELES, CA 90012
PHONE (213) 266-3574
FAX (213) 897-1337
TTY 711
www.dot.ca.gov



*Making Conservation
a California Way of Life*

April 7, 2025

Christine Rivera
City of Inglewood, Planning Division
One West Manchester Blvd, Fourth Floor
Inglewood, CA 90301

RE: Digital Kiosk Network – Mitigated
Negative Declaration (MND)
SCH# 2025030243
GTS #07-LA-2025-04764
Vic. LA 405 PM 23.58, 23.03, & 22.23

Dear Christine Rivera,

Thank you for including the California Department of Transportation (Caltrans) in the review process for the above referenced project. The proposed project consists of the installation of digital street signs and kiosks in 20 generally designated areas along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City of Inglewood. The digital signs would serve as information beacons, offering real-time updates on local events, full motion images (i.e., moving pictures or animations that play seamlessly), weather conditions, and vital news. There would be two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the structure. The specific placement of digital signs would integrate with the urban setting while ensuring pedestrian and traffic flows remain unhindered. The proposed project would be implemented in two phases. In total, 60 digital signs and 108 digital screens would be installed in Phase 1 and Phase 2. Phase 1 and Phase 2 may occur simultaneously or separately based on City collaboration.

After reviewing the MND, Caltrans has the following comments:

Please note that there are multiple Project elements adjacent to Caltrans Right-of-Way and that any project work occurring within, or abutting Caltrans ROW will require an encroachment permit and all concerns and requirements must be addressed. This includes the requirement for Outdoor Advertising Display Permits to construct and operate the proposed signage directly adjacent to, and facing, I-405.

"Provide a safe and reliable transportation network that serves all people and respects the environment."

Christine Rivera
April 7, 2025
Page 2

Final design requirements for any proposed changes to infrastructure within or along Caltrans Right-of-way will be determined by the Office of Permits. At the time of permit application there will be rounds of review and corrections to ensure all design, Right-of-way, access management, water runoff, environmental, and statutory requirements are being addressed.

Caltrans District 7 Office of Permits contact information:

Mailing Address: 100 S Main Street, Ste 100 Los Angeles, CA 90012

Office Hours: 8:00 a.m. to 5:00 p.m. Monday-Friday

Phone: 213-897-3631 | Fax: 213-897-0420 | E-mail: D7.Permits@dot.ca.gov

If you have any questions, please contact project coordinator Anthony Higgins, at anthony.higgins@dot.ca.gov and refer to GTS #07-LA-2025-04764.

Sincerely,

Miya Edmonson

Miya Edmonson
LDR Branch Chief

Cc: State Clearinghouse

ATTACHMENT 3

DIGITAL KIOSK NETWORK

INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION

EA-MND-2025-025

Prepared for

CITY OF INGLEWOOD
Development Services Department
Planning Division
One West Manchester Boulevard
Inglewood, CA 90301

Prepared by

TERRY A. HAYES ASSOCIATES INC.
3535 Hayden Avenue, Suite 350
Culver City, CA 90232

February 19, 2025

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1.0 INTRODUCTION

This section provides an overview of the environmental review process for the proposed Digital Kiosk Network (proposed project) in the City of Inglewood and identifies the discretionary actions and approvals needed to implement the proposed project.

1.1 PROJECT OVERVIEW

The proposed project consists of the installation of digital street signs and kiosks in 20 generally designated areas along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City of Inglewood. A total of 60 digital signs and 108 digital screens would be installed in one or two phases. The full motion digital signs would be installed within the public right-of-way (ROW) along the sidewalks and within the center medians along the designated roadways, no further than 2000 feet of the generally designated areas based on the City collaboration, utility and visibility considerations, and American Disabilities Act (ADA) compliance.

1.2 ENVIRONMENTAL COMPLIANCE REQUIREMENTS

Section 15063(a) of the California Environmental Quality Act (CEQA) Guidelines requires the lead agency to prepare an Initial Study (IS) to determine if the proposed project may have a significant effect on the environment. The purpose of this document is to inform the City of Inglewood, public agencies and interested parties of the potential environmental effects resulting from the proposed project. For the proposed project to obtain an environmental clearance in the form of a Mitigated Negative Declaration (MND), any potential significant adverse effects must be mitigated to a less-than-significant level. This document alone does not determine whether the proposed project will be approved. Rather, it is a disclosure document aimed at equally informing all concerned parties and fostering informed discussion and decision-making regarding all aspects of the proposed project.

1.3 PROJECT INFORMATION

Project Title/Location:	Digital Kiosk Network Maps Various locations along Century Boulevard, Manchester Boulevard, Florence Avenue, and Prairie Avenue in the City of Inglewood
Lead Agency Name and Address:	City of Inglewood Development Services Department Planning Division One West Manchester Boulevard Inglewood, CA 90301
Contact Person and Phone Number:	Bernard McCrumby Planning Manager (310) 412-5230
Project Sponsor's Name:	Scott Krantz, Chief Executive Officer WOW Media

1.4 DISCRETIONARY ACTIONS AND APPROVALS

Discretionary actions include those local approvals or entitlements necessary to implement a project. The discretionary actions required for the proposed project include the following:

- Adoption of a Mitigated Negative Declaration
- Approval and Execution of the Digital Sign Agreement
- Issuance of permits to place digital signs within the public right-of-way

1.5 ORGANIZATION OF THIS INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The content and format of this Initial Study/Mitigated Negative Declaration (IS/MND) is designed to meet the requirements of CEQA. This IS/MND is organized into the following four sections:

1.0 Introduction. This section provides an overview of the proposed project and the environmental review process.

2.0 Project Description. This section provides a description of the proposed project, a description of the project site and the surrounding uses, and the estimated timeline for the construction and implementation of the proposed project.

3.0 Initial Study Checklist and Evaluation. This section contains the CEQA Guidelines Appendix G: Initial Study Checklist and identifies the level of impact under each environmental impact category. This section also includes a discussion of the environmental impacts and any mitigation measures associated with each category.

4.0 List of Preparers and Sources Consulted. This section provides a list of the consultant team members, and a list of sources and references used in the preparation of this IS/MND.

2.0 PROJECT DESCRIPTION

This section provides a detailed description of the proposed project, the project locations, and the estimated timeline for the implementation of the proposed project.

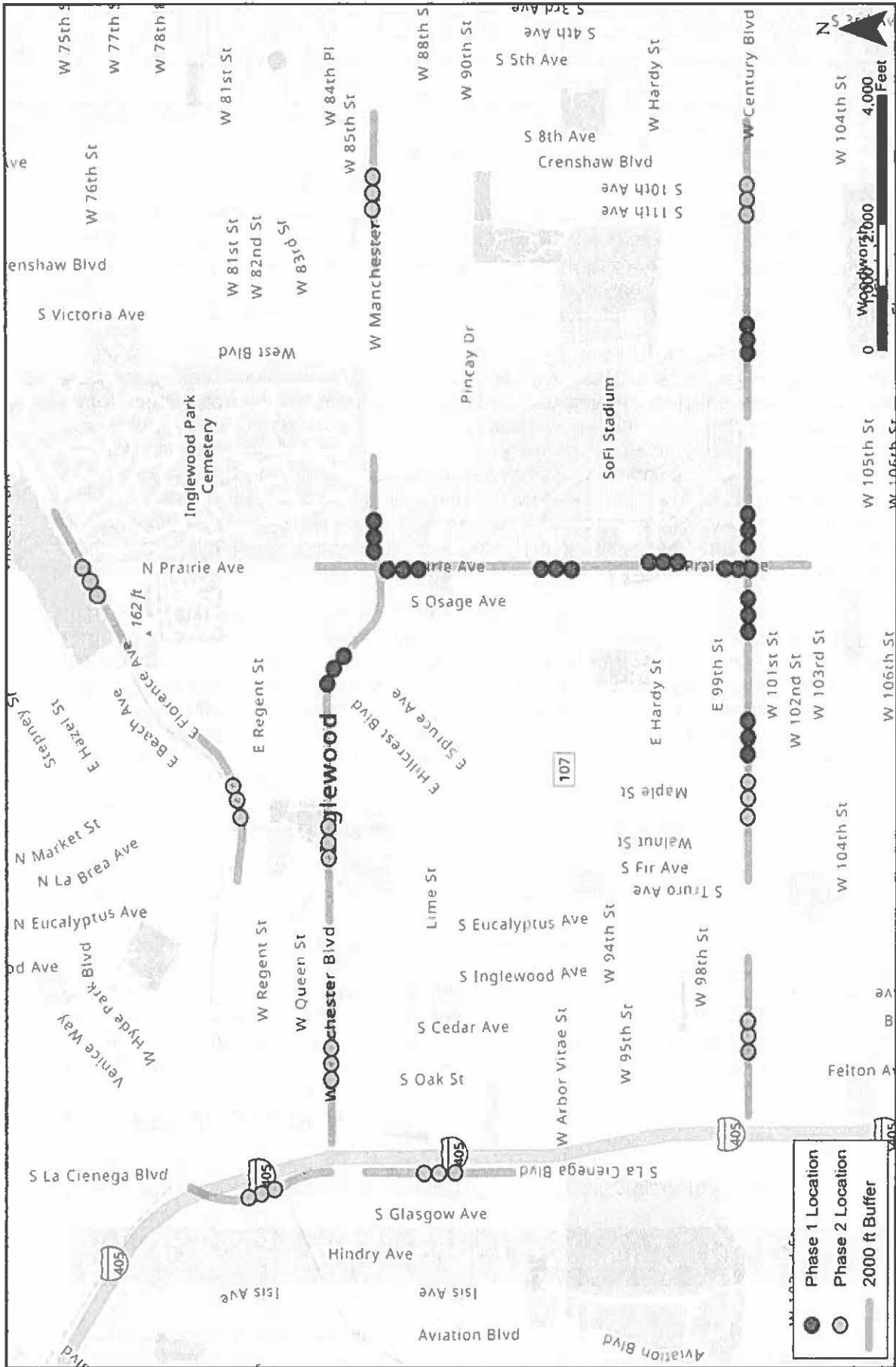
2.1 PROJECT LOCATION

The digital signs could be located within the public ROW within 2,000 feet of 20 generally designated areas along Century Boulevard (between La Cienega Avenue to Crenshaw Boulevard), Manchester Boulevard (between La Cienega Avenue to Crenshaw Boulevard), Prairie Avenue (between Manchester Boulevard to Century Boulevard), and Florence Avenue (between La Cienega Avenue to Prairie Avenue) in the City of Inglewood. The specific placements will shift based on the City collaboration, utility and visibility considerations, and ADA compliance, but in all cases will not be placed outside the ROW of the designated street within 2,000 linear feet from the 20 generally designated areas along the streets. The general areas and the 2,000 linear foot buffer where the kiosks and digital street displays could be located are shown in **Figure 2-1**.

Century Boulevard between La Cienega Avenue and Crenshaw Boulevard is generally lined with commercial businesses and surrounded by residential neighborhoods. The western portion of Century Boulevard between La Cienega Avenue and Hawthorne Boulevard is developed with small businesses that support the airport (e.g., rental car offices and hotels) as well as small, locally serving retail and restaurants. The area between Hawthorne Boulevard and Prairie Avenue is developed with a mix of hotels, motels, retail centers, and residential uses. The eastern stretch of the Century Boulevard between Prairie Avenue and Crenshaw Boulevard is developed with a mix of large commercial and industrial uses, including the Village Shopping Center, the Hollywood Park Casino, the Century Plaza shopping center, the Marketplace at Hollywood Park, Sofi Stadium and the new Los Angeles Clippers Intuit Dome.

Manchester Boulevard between La Cienega Boulevard and Crenshaw Boulevard is generally lined with commercial businesses and institutional uses and surrounded by residential neighborhoods. The Interstate (I)-405 freeway is located between La Cienega Boulevard and Ash Avenue. The western portion of Manchester Boulevard between La Cienega Boulevard and Grevillea Avenue is developed with small businesses that support the airport (e.g., hotels) as well as small, locally serving retail and restaurants. Between Grevillea Avenue and La Brea Avenue are several civic institutions fronting Manchester Boulevard, including the Inglewood Public Library and Inglewood City Hall. The eastern stretch between La Brea Avenue and Crenshaw Boulevard is developed with a mix of commercial, residential, and institutional uses, including the Inglewood Cemetery, the Kia Forum, and Amino Inglewood Charter High School.

Prairie Avenue between Manchester Boulevard and Century Boulevard is generally developed with a mix of commercial and residential uses. The eastern side of Prairie Avenue is characterized by the presence of large-scale commercial uses, including the Kia Forum, SoFi Stadium, and Cinepolis Luxury Cinemas. The western side of Prairie Avenue is developed with a mix of residential and commercial uses, including small, locally serving retail stores and restaurants.



Source: TAHA, 2024.

taha
 Digital Kiosk Network
 Initial Study/Mitigated Negative Declaration

TAHA 2024-035

CITY OF INGLEWOOD

FIGURE 2-1

PHASE 1 AND PHASE 2 PROJECT LOCATIONS

Florence Avenue between La Cienega Boulevard and Prairie Avenue is generally characterized by a mix of residential, commercial, and institutional uses. The Los Angeles County Metropolitan Transportation Authority (Metro) K Line is the feature on the northern side of Florence Avenue between La Cienega Avenue and Cedar Avenue and between Fir Avenue and Prairie Avenue. The southern side of Florence Avenue between La Cienega Boulevard and Market Street is developed with a mix of residential uses and large commercial uses, including office buildings, warehouses, and parking garages. Between Market Street and Prairie Avenue, the southern side of Florence Avenue is characterized by a mix of residential uses and smaller scale commercial uses including locally serving retail and restaurants.

2.2 DESCRIPTION OF THE PROPOSED PROJECT

The proposed project consists of the installation of kiosks and digital street displays in 20 generally designated areas along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City of Inglewood. The digital signs would serve as informative beacons, offering real-time updates on local events, full motion images (i.e., moving pictures or animations that play seamlessly), weather conditions, and vital news. The digital signs also facilitate two-way communication between the City and its residents through community messaging. Their adaptive content feature ensures that information and advertising are always relevant, optimizing the effectiveness of campaigns.

There would be two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the structure. Kiosks would be installed on the public sidewalks and the digital street displays would generally be installed within the center medians of the Century Boulevard, Manchester Boulevard, and Florence Avenue. Digital street displays would be installed within the public sidewalks and within the center medians of the roadways. Prairie Avenue does not have a center median, so the digital street displays would be installed on the sidewalk. It is also possible that some of the digital street displays on Manchester Boulevard would be installed on the sidewalk depending on where the information and communication technologies (ITC) infrastructure is located. The specific placement of digital signs would integrate with the urban setting while ensuring pedestrian and traffic flows remain unhindered. Renderings of the kiosks and digital street displays are presented in **Figure 2-2**.

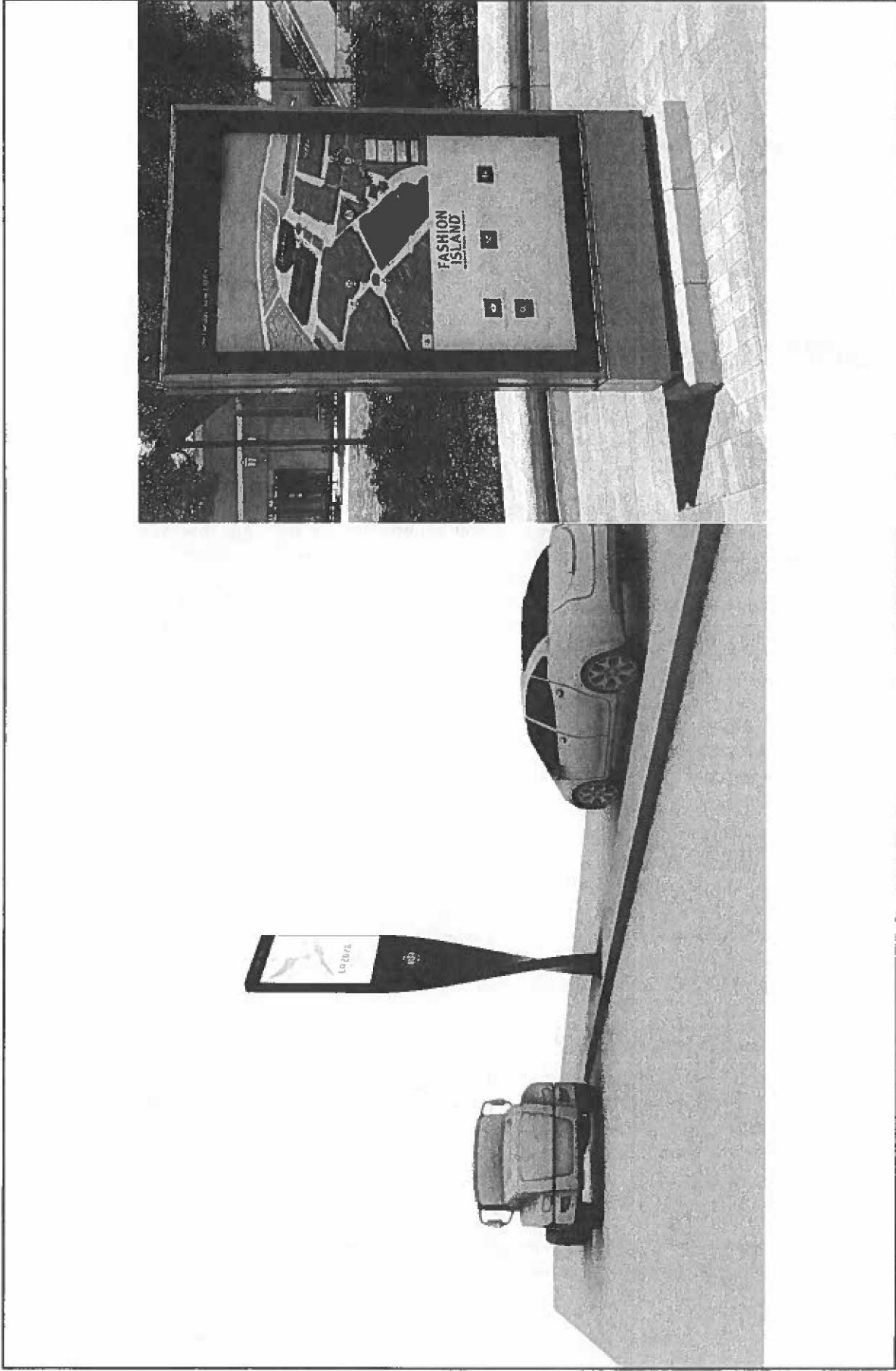
The proposed project would be implemented in two phases. In total, 60 digital signs and 108 digital screens would be installed in Phase 1 and Phase 2, as shown in **Table 2-1**. Phase 1 and Phase 2 may occur simultaneously or separately based on City collaboration.

	Phase 1	Phase 2
Locations	10	10
Kiosks and Digital Street Displays	30	30
Digital Screens	48	60

SOURCE: WOW Media, 2024

PHASE 1

Along Century Boulevard between La Cienega Boulevard and Crenshaw Boulevard, Phase 1 includes the installation of 12 digital signs and 24 screens in four locations as shown in **Figure 2-3** through **Figure 2-5**.

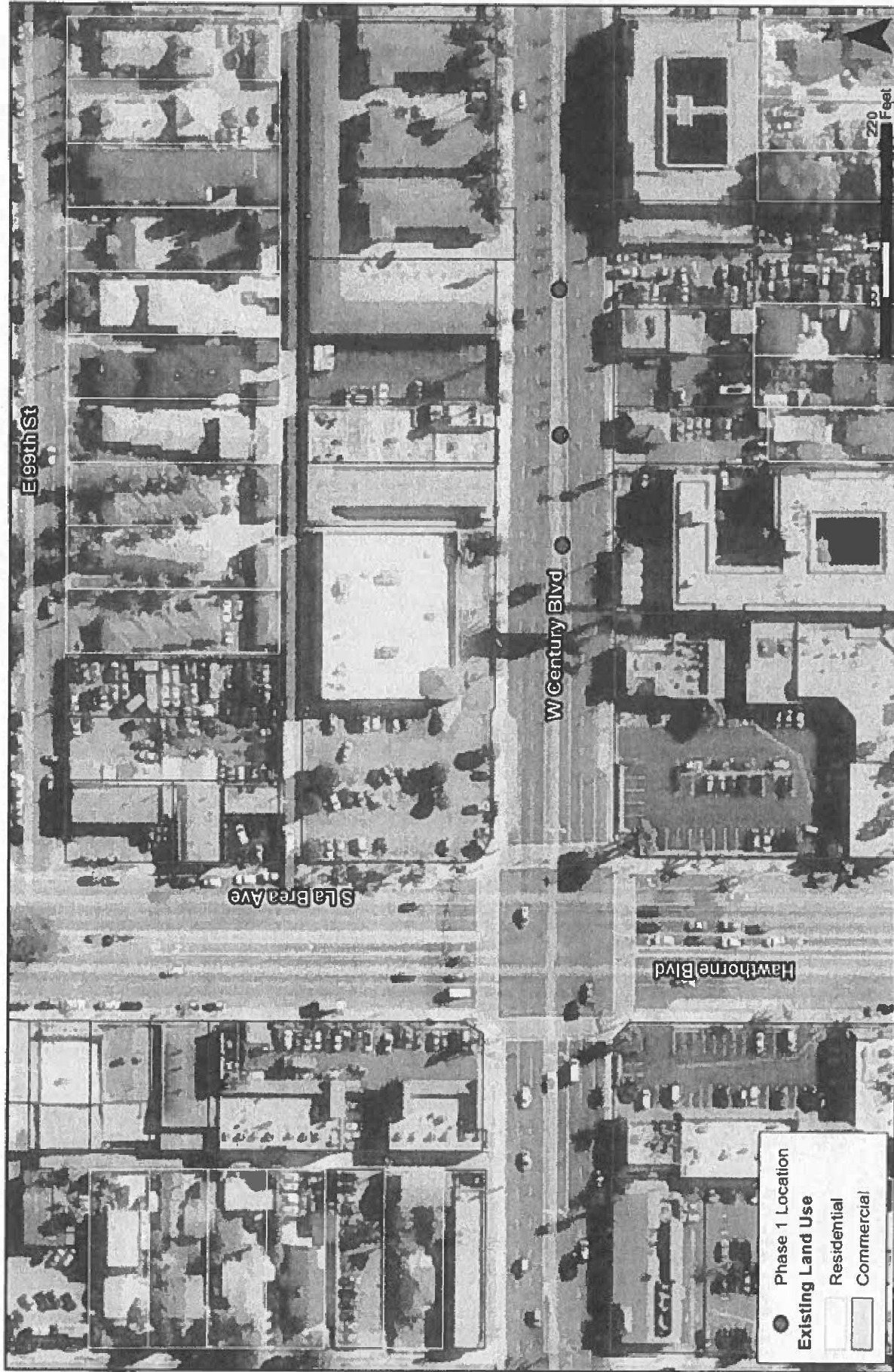


Source: WOW Media and BoldVu, 2024.

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FIGURE 2-2
RENDERINGS



Source: TAHA, 2024.



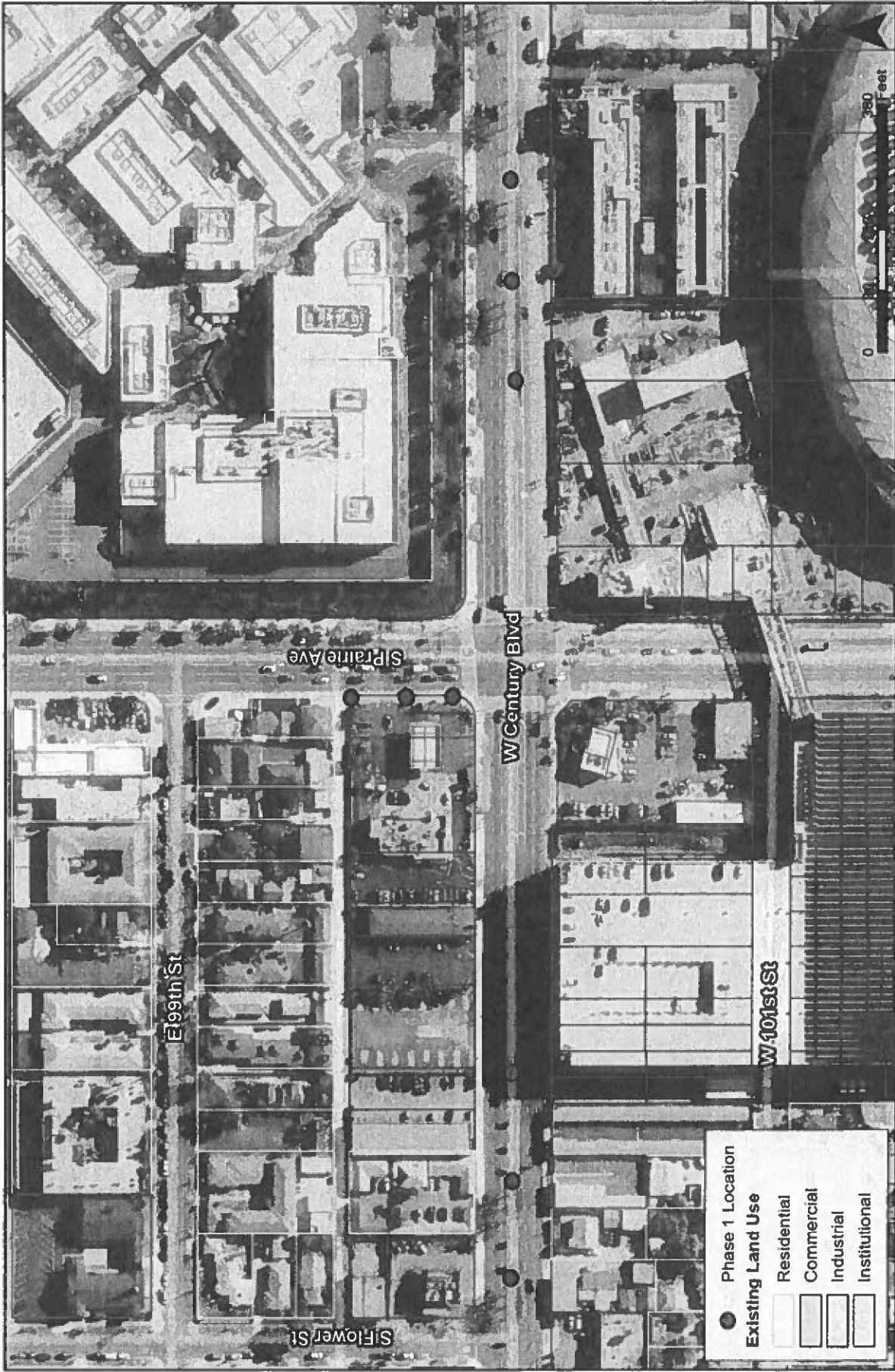
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FIGURE 2-3

PHASE 1 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (1 OF 3)



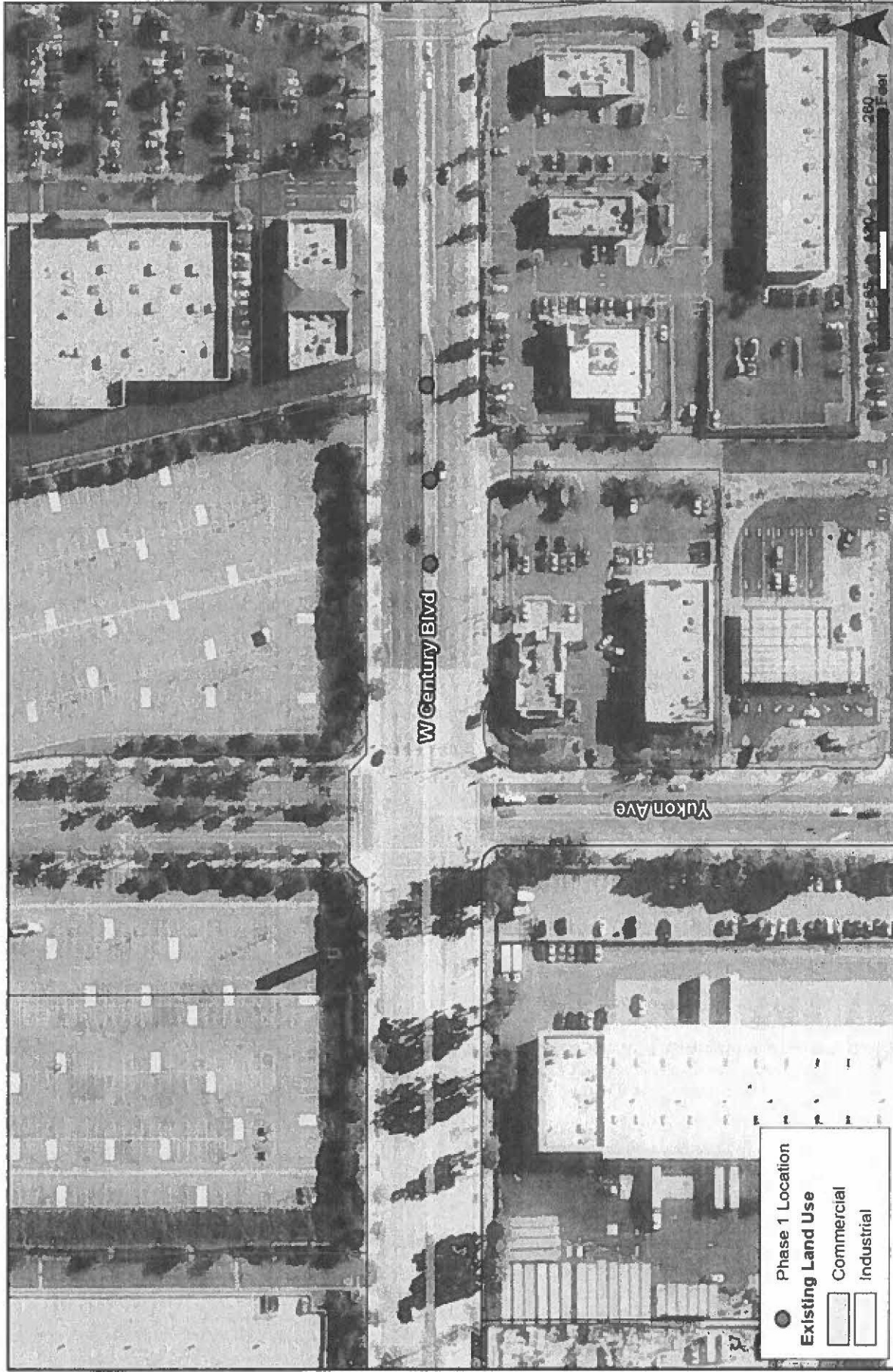
Source: TAHA, 2024.

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FIGURE 2-4

PHASE 1 CENTURY BOULEVARD BETWEEN
 LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 3)



Source: TAHA, 2024.



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FIGURE 2-5

PHASE 1 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (3 OF 3)

Along Manchester Boulevard between La Cienega Boulevard to Crenshaw Boulevard, Phase 1 includes the installation of six digital signs and 12 screens in two locations, as shown in **Figure 2-6** and **Figure 2-7**.

Along Prairie Avenue between La Cienega Boulevard to Century Boulevard, Phase 1 includes the installation of 12 digital signs and 12 screens in four locations, as shown in **Figure 2-8** through **Figure 2-10**.

PHASE 2

Along Century Boulevard between La Cienega Boulevard and Crenshaw Boulevard, Phase 2 includes the installation of nine digital signs and 18 screens in three locations as shown in **Figure 2-11** through **Figure 2-13**.

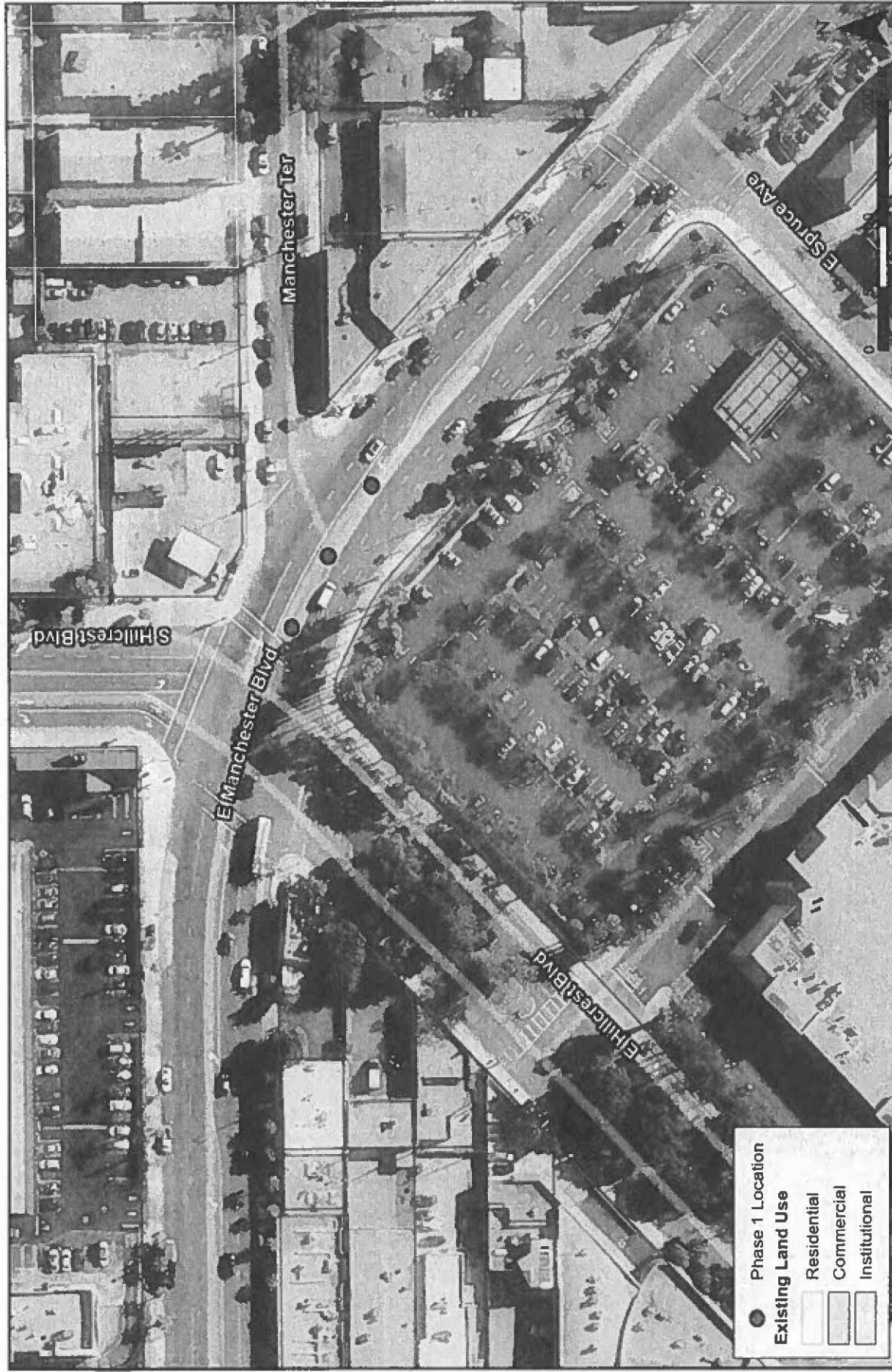
Along Manchester Boulevard between La Cienega Boulevard to Crenshaw Boulevard, Phase 2 includes the installation of nine digital signs and 18 screens in three locations, as shown in **Figure 2-14** and **Figure 2-16**.

Along Florence Avenue between La Cienega Boulevard to Prairie Avenue, Phase 2 includes the installation of six digital signs and 12 screens in two locations along Florence Avenue, as shown in **Figure 2-17** and **Figure 2-18**.

Along La Cienega Boulevard between Century Boulevard to Florence Avenue, Phase 2 includes the installation of six digital signs and 12 screens in two locations, as shown in **Figure 2-19** and **Figure 2-20**.

2.3 PROJECT IMPLEMENTATION AND CONSTRUCTION ACTIVITIES

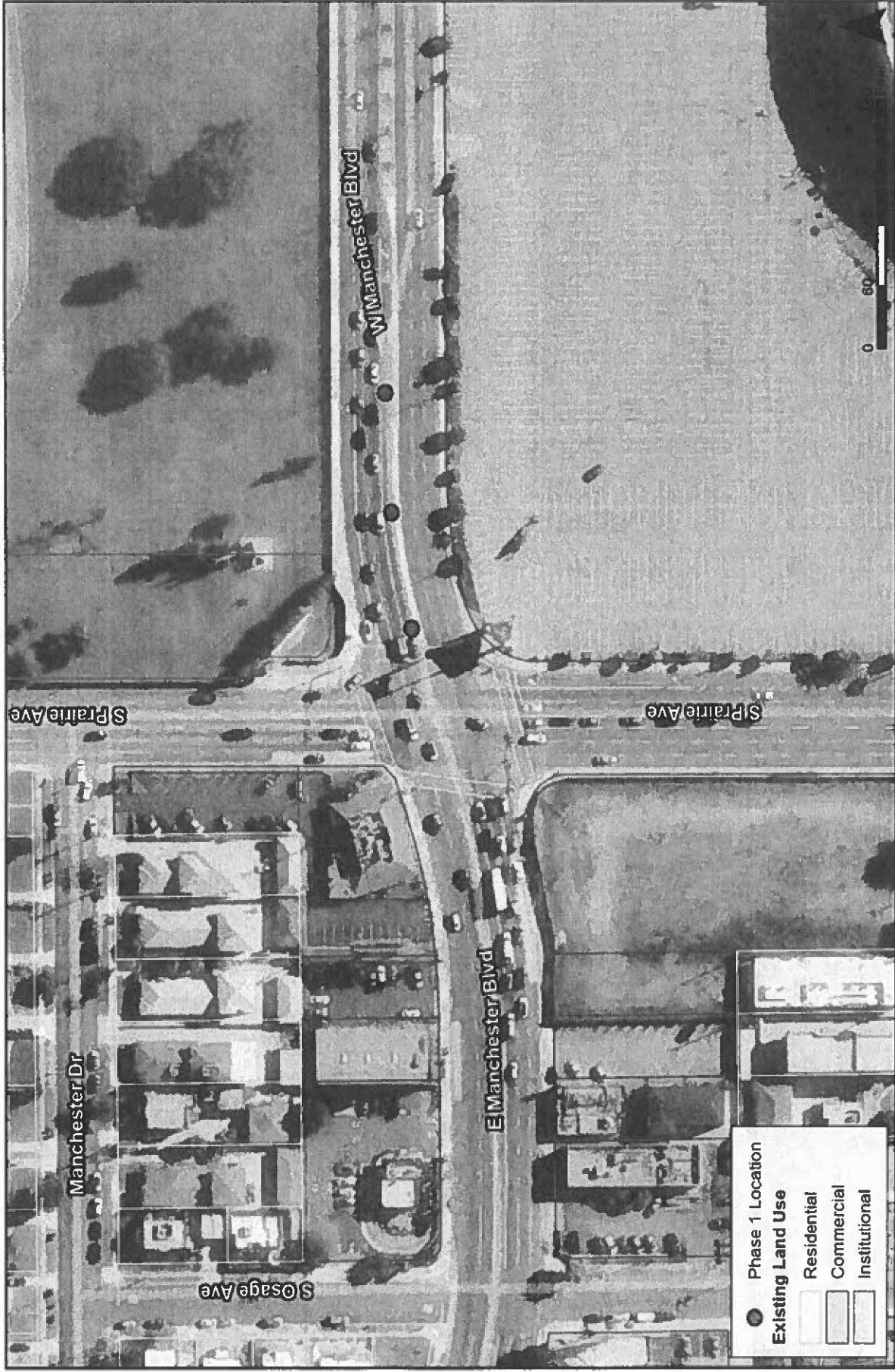
The proposed project would be implemented in two phases and is designed to commence at the epicenter of entertainment in Inglewood and gradually expand outward. The phased approach is intended to create an impactful advertising platform accessible to residents and visitors across the City. Implementation of Phase 1 is anticipated to last for approximately one month, with activities beginning in Summer 2025. Phase 2 is estimated to begin in Summer 2026 and also last for approximately one month. Each digital sign is anticipated to take approximately one week to install, and multiple installations are anticipated to occur simultaneously. Street lanes and sidewalks may need to be closed during construction activities. However, project implementation is not anticipated to require full street closures during construction. Construction activities would occur a five day per week work schedule, from Monday through Friday, eight hours per day, between the hours of 7:00 a.m. through 8:00 p.m. as per the requirements of Inglewood Municipal Code (IMC).



Source: TAHA, 2024.

FIGURE 2-6

PHASE 1 MANCHESTER BOULEVARD BETWEEN
 LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (1 OF 2)



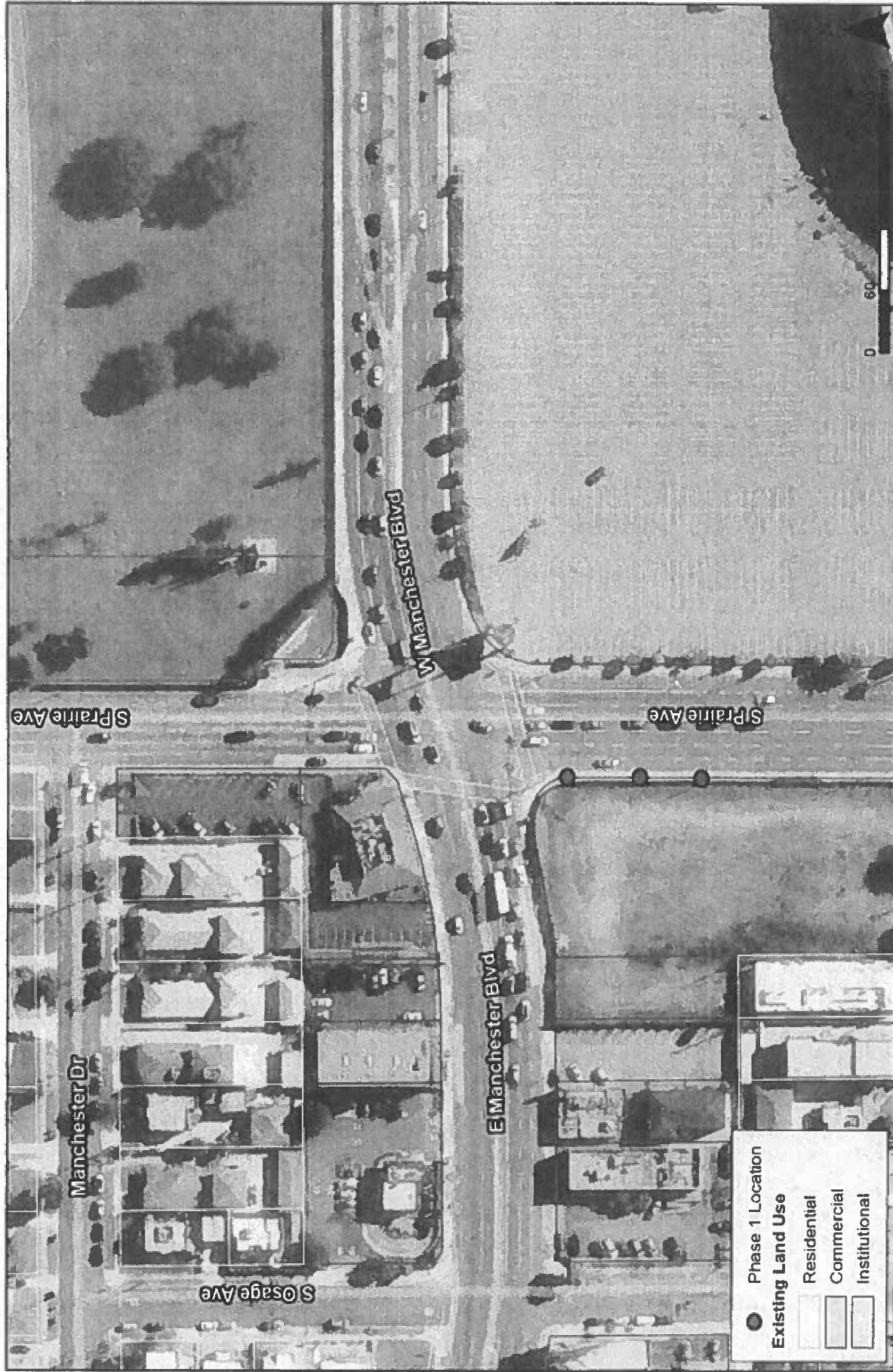
Source: TAHA, 2024.

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FIGURE 2-7

PHASE 1 MANCHESTER BOULEVARD BETWEEN
 LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 2)



Source: TAHA, 2024.



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FIGURE 2-8

PHASE 1 PRAIRIE AVENUE BETWEEN
MANCHESTER BOULEVARD TO CENTURY BOULEVARD (1 OF 3)

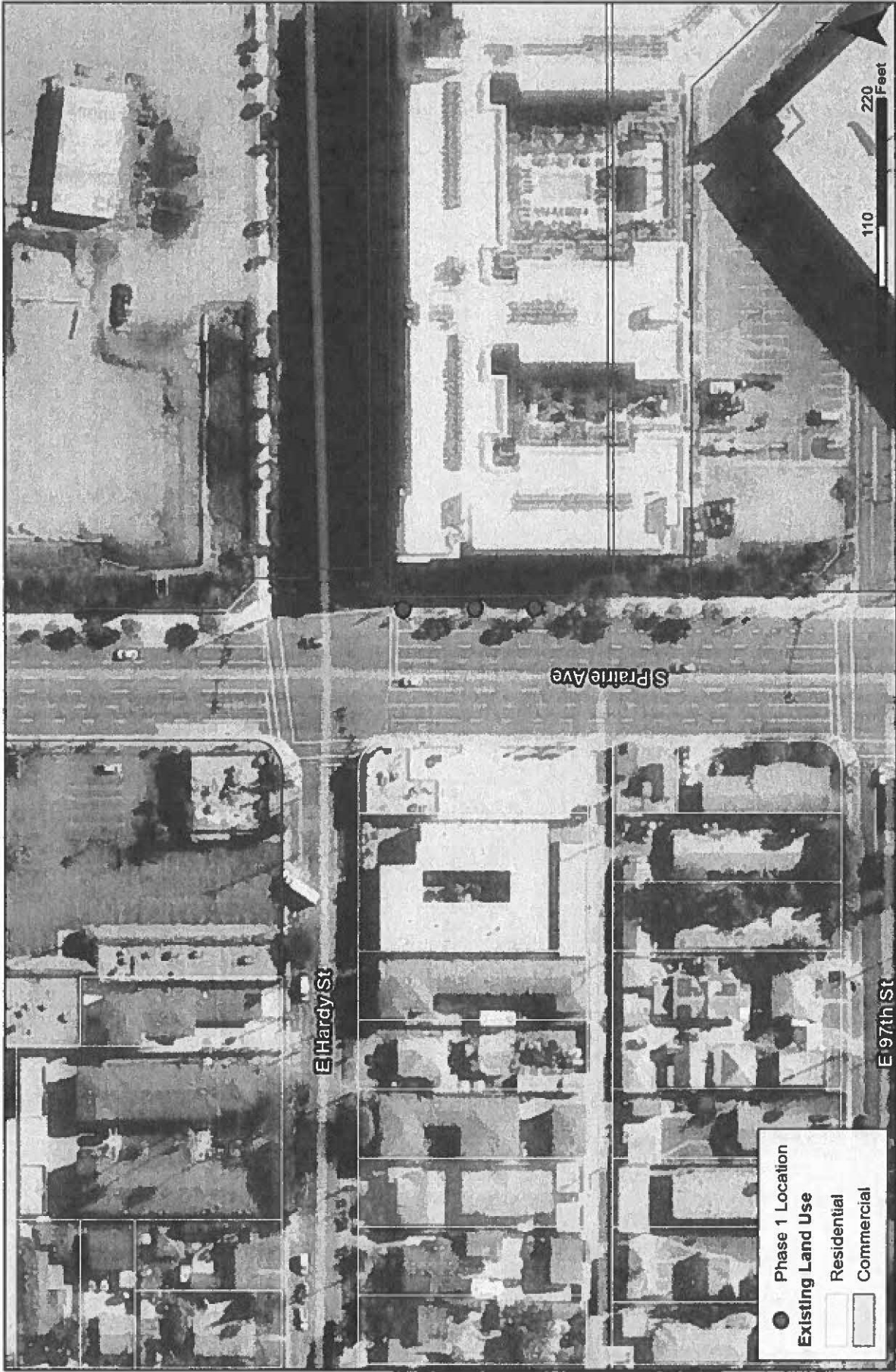
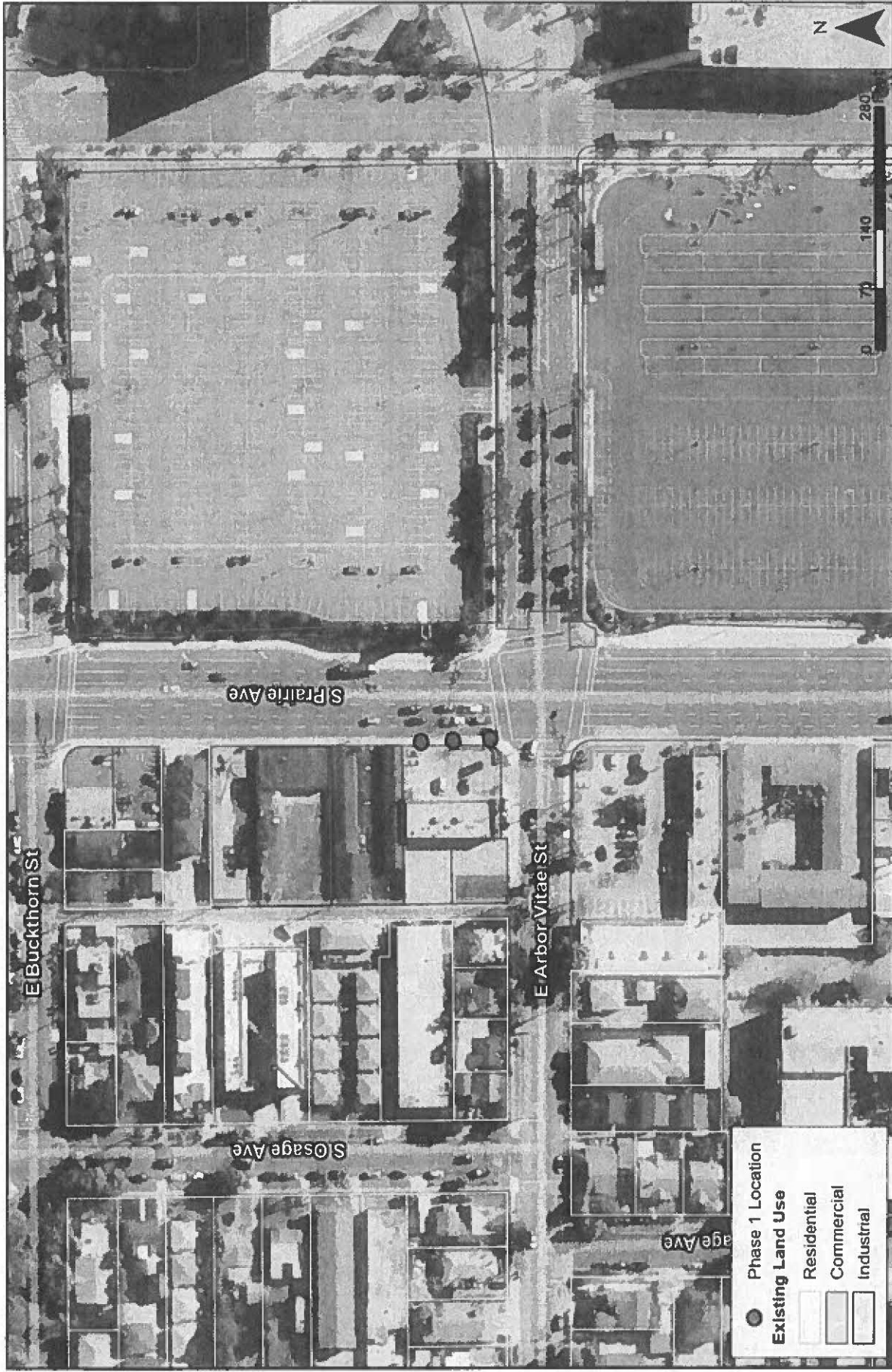


FIGURE 2-9
PHASE 1 PRAIRIE AVENUE BETWEEN
MANCHESTER BOULEVARD TO CENTURY BOULEVARD (2 OF 3)



Source: TAHA, 2024.



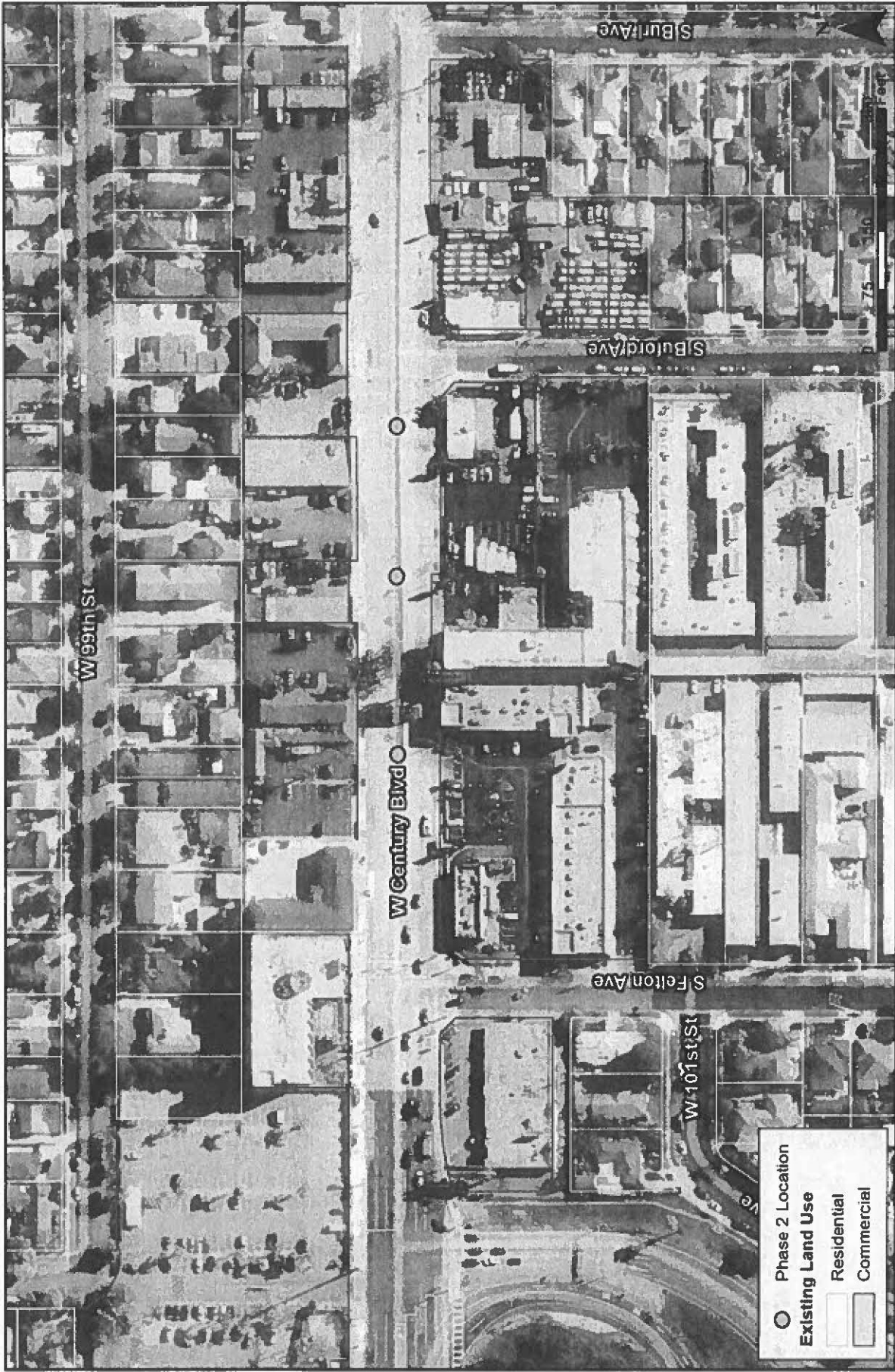
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FIGURE 2-10

PHASE 1 PRAIRIE AVENUE BETWEEN
MANCHESTER BOULEVARD TO CENTURY BOULEVARD (3 OF 3)



Source: TAHA, 2024.



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FIGURE 2-17

PHASE 2 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (1 OF 3)



Source: TAHA, 2024.

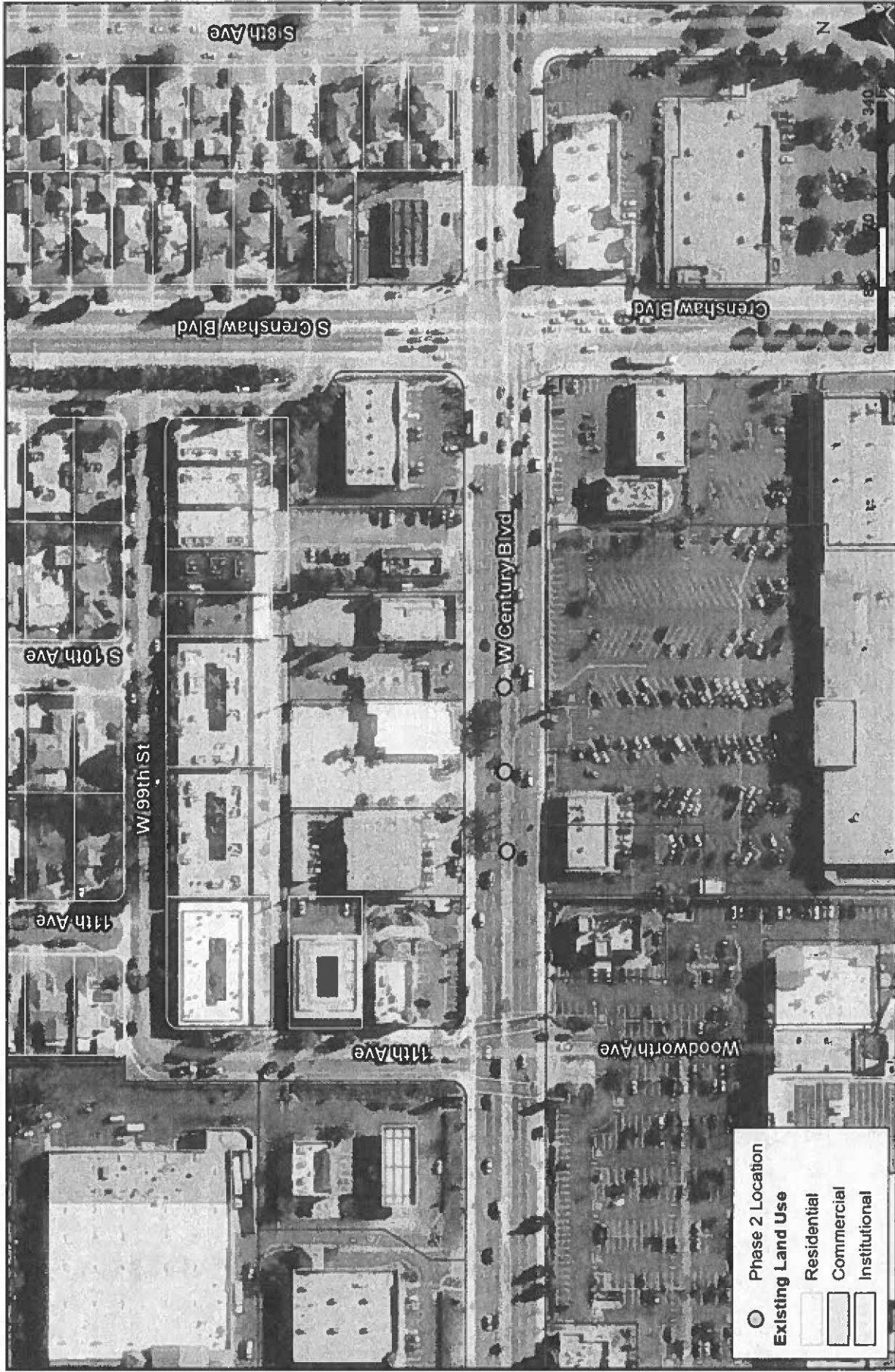


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FIGURE 2-12

PHASE 2 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 3)



Source: TAHA, 2024.



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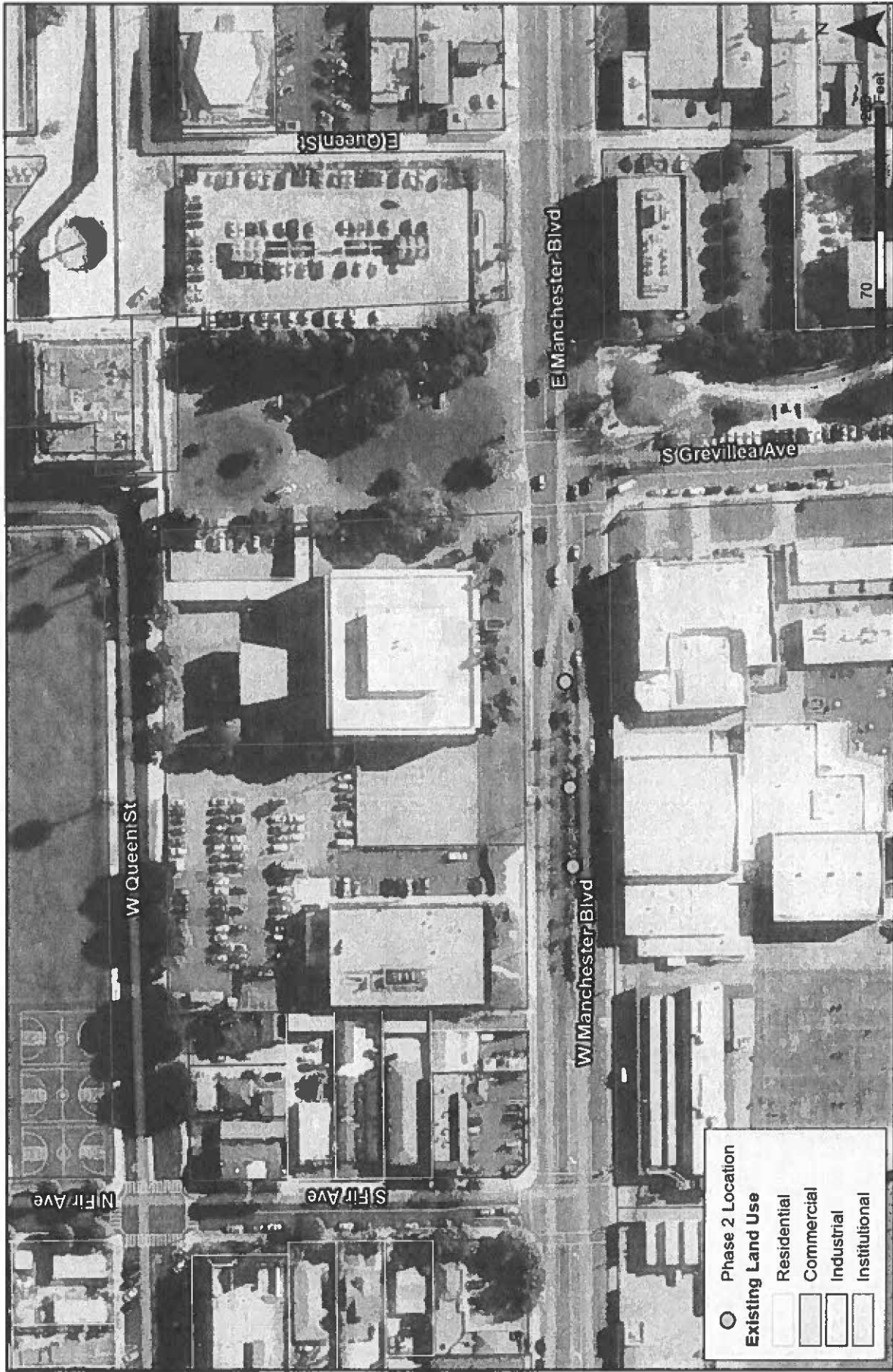
FIGURE 2-13

PHASE 2 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (3 OF 3)



Source: TAHA, 2024.

FIGURE 2-14
 PHASE 2 MANCHESTER BOULEVARD BETWEEN
 LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (1 OF 3)



Source: TAHA, 2024.

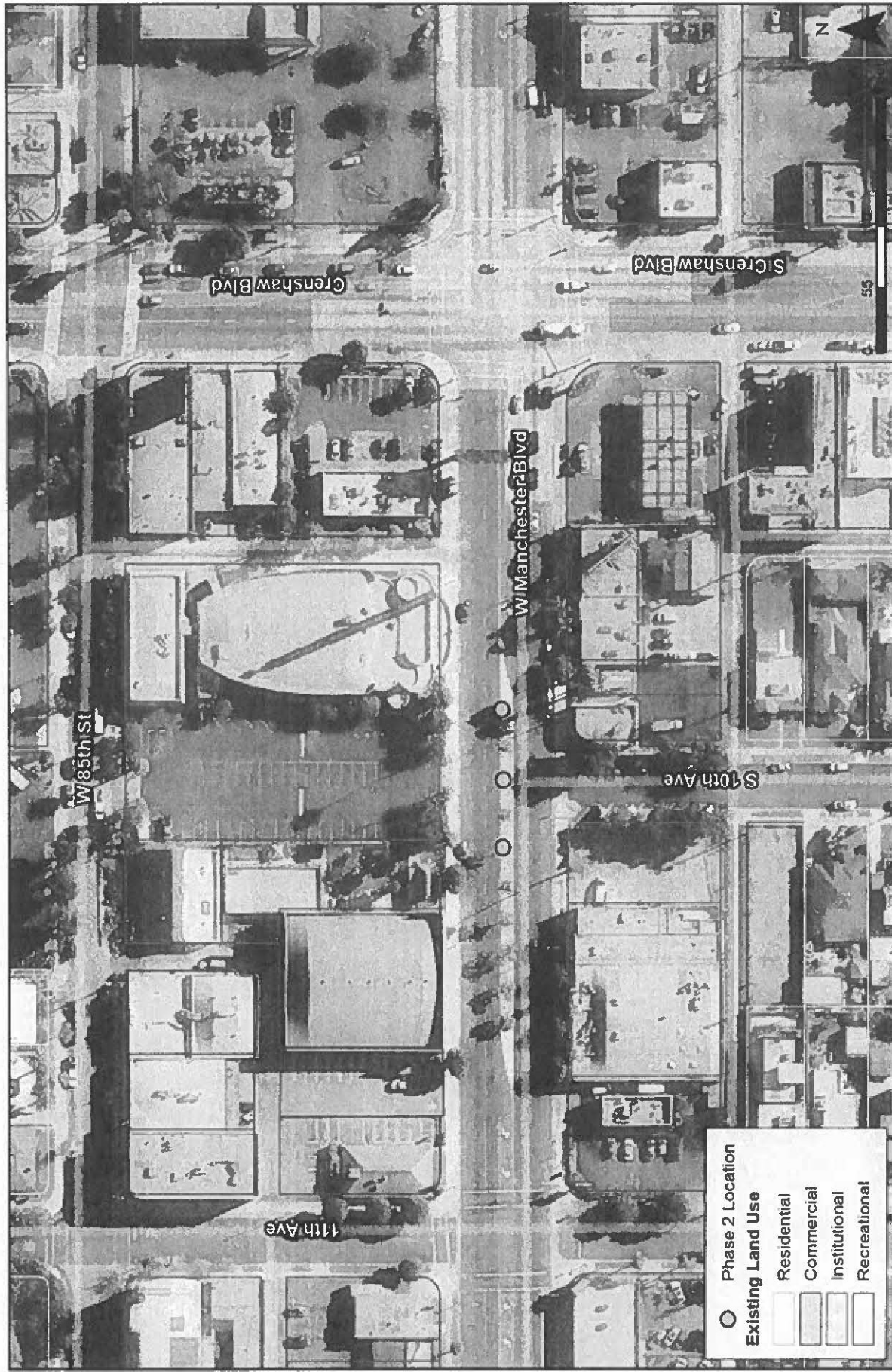


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FIGURE 2-15

**PHASE 2 MANCHESTER BOULEVARD BETWEEN
 LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 3)**



Source: TAHA, 2024.



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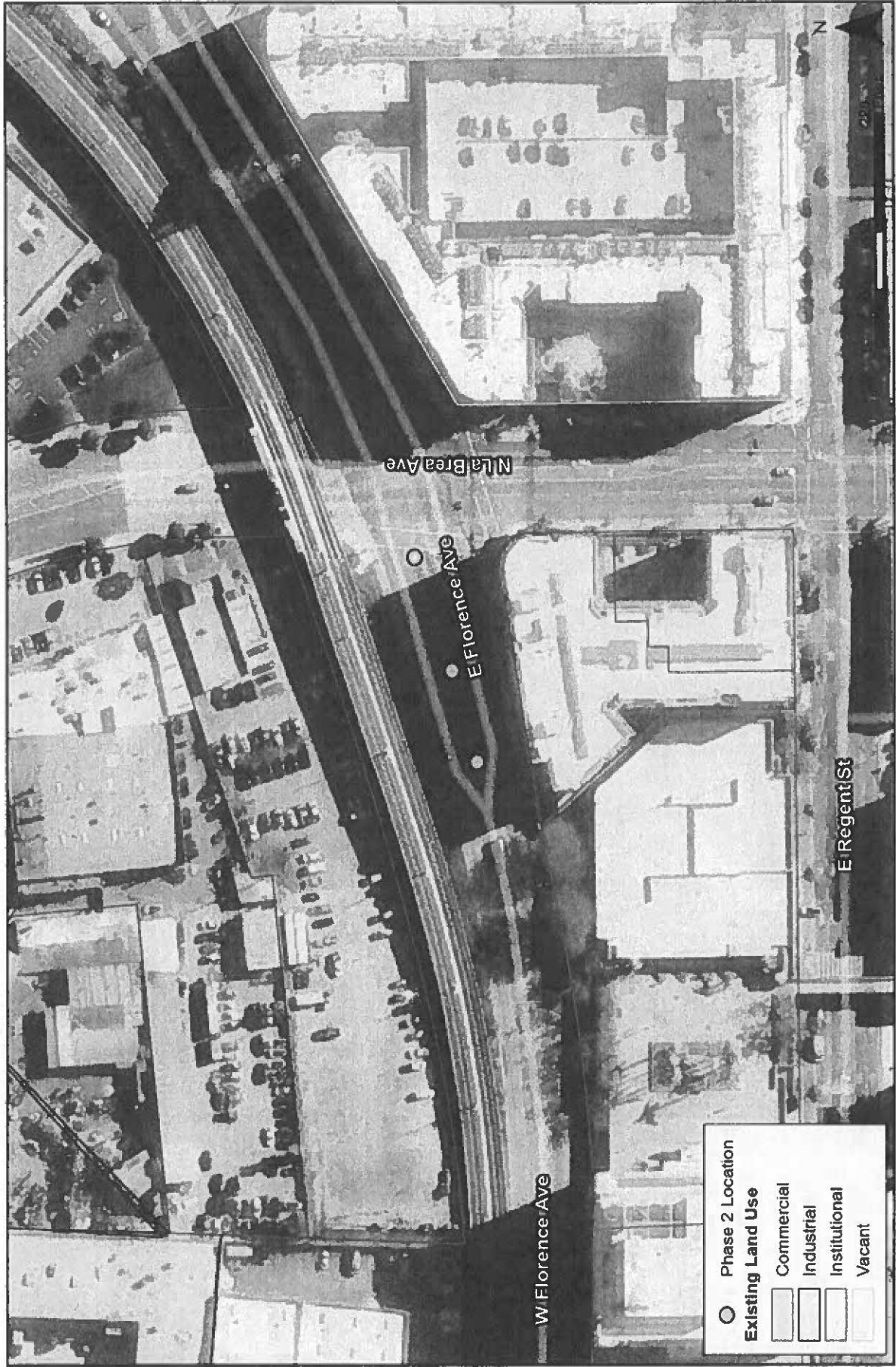
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FIGURE 2-16

PHASE 2 MANCHESTER BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (3 OF 3)



Source: TAHA, 2024.



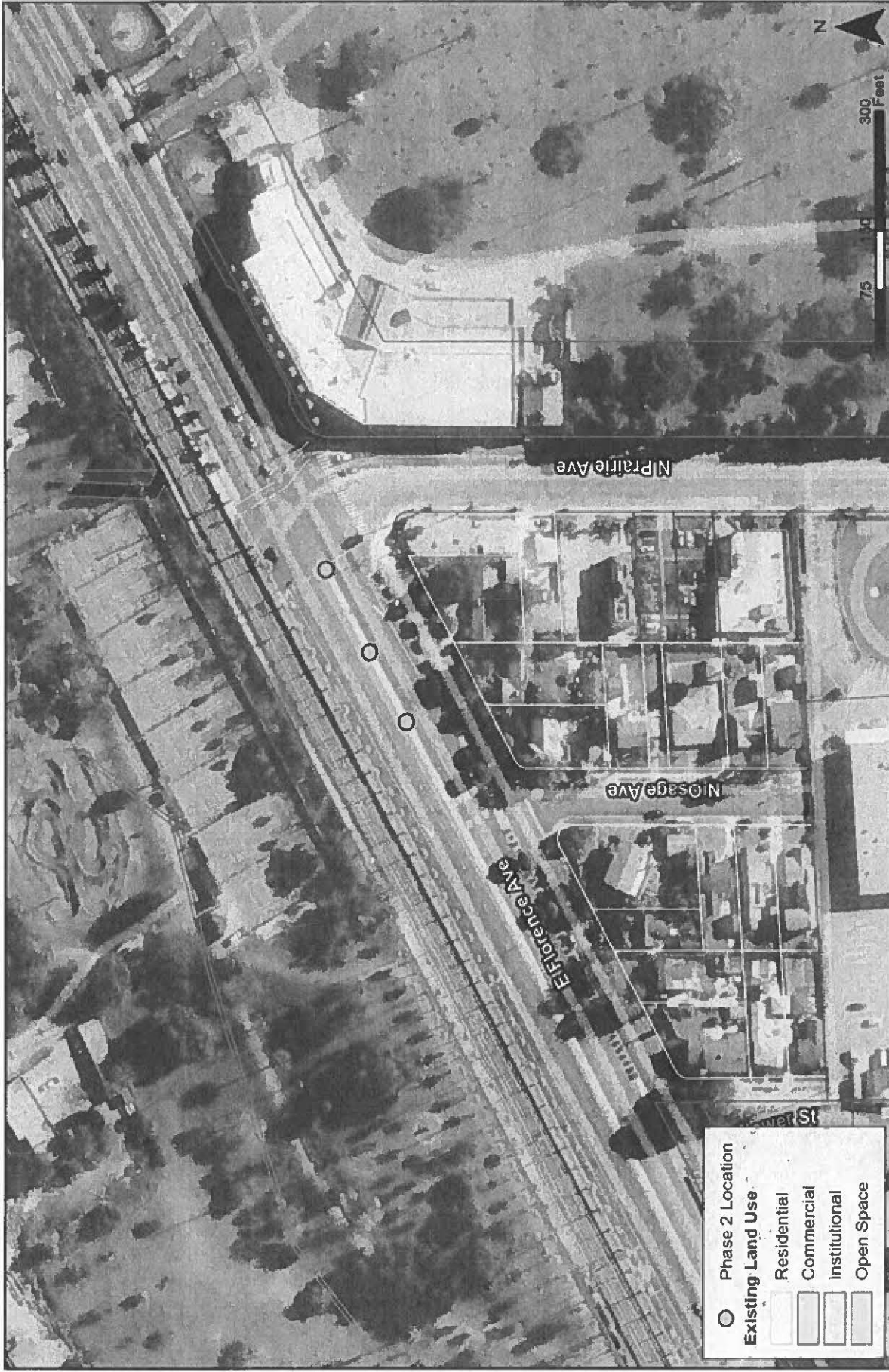
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FIGURE 2-17

PHASE 2 FLORENCE AVENUE BETWEEN
LA CIENEGA BOULEVARD TO PRAIRIE AVENUE (1 OF 2)



Source: TAHA, 2024.



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FIGURE 2-18

PHASE 2 FLORENCE AVENUE BETWEEN
LA CIENEGA BOULEVARD TO PRAIRIE AVENUE (2 OF 2)



Source: TAHA, 2024.



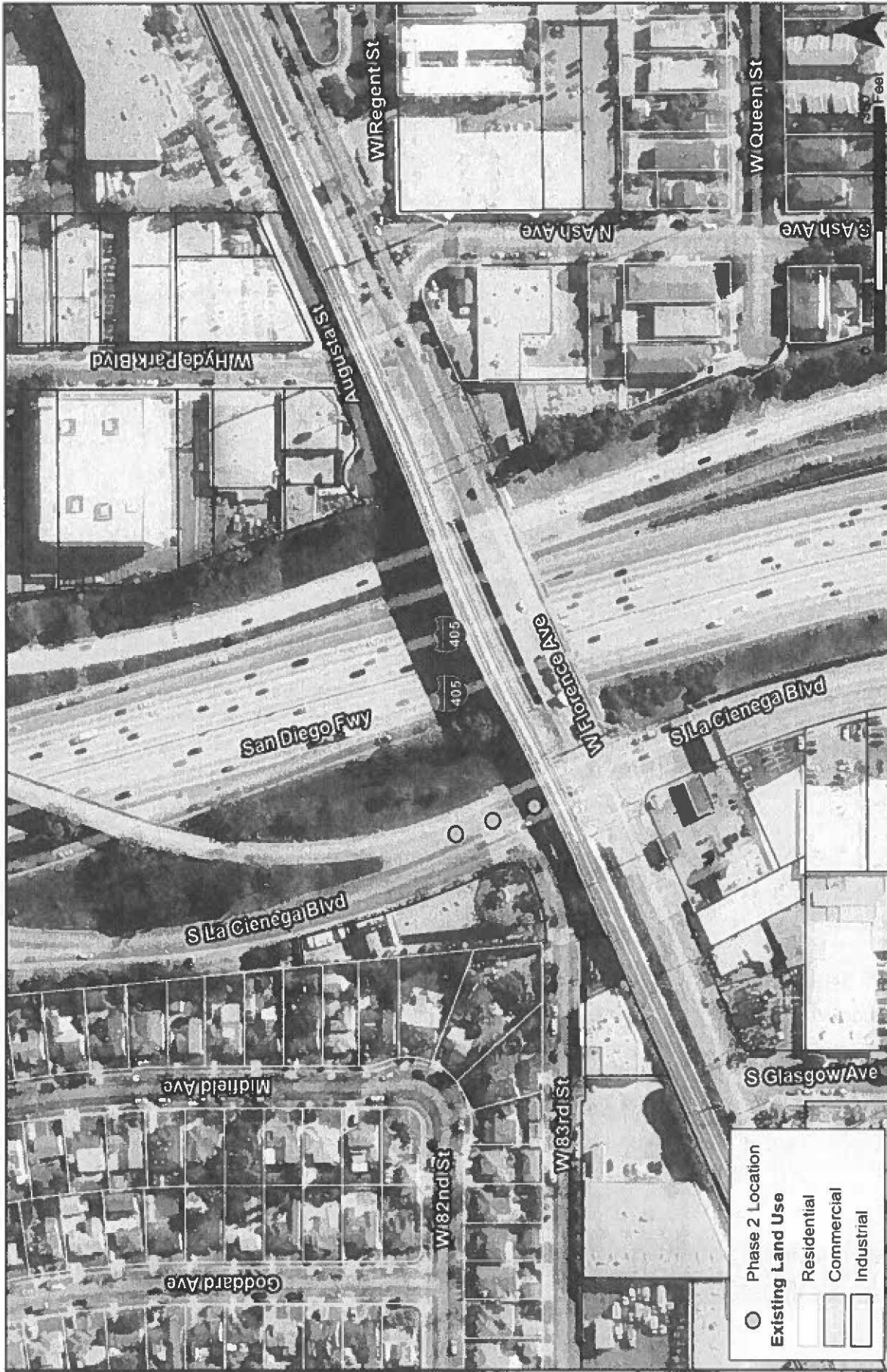
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FIGURE 2-19

PHASE 2 LA CIENEGA BOULEVARD BETWEEN
CENTURY BOULEVARD TO FLORENCE AVENUE (1 OF 2)



Source: TAHA, 2024.



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FIGURE 2-20
PHASE 2 LA CIENEGA BOULEVARD BETWEEN
CENTURY BOULEVARD TO FLORENCE AVENUE (2 OF 2)

3.0 INITIAL STUDY CHECKLIST AND EVALUATION

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture/Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION: (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

For

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.1 AESTHETICS - Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) **No Impact.** A significant impact would occur if the proposed project would have a substantial adverse effect on scenic vista. The proposed project would allow for the installation of digital signs in highly urbanized areas near primarily commercial uses. No scenic vistas are available within the surrounding area, and the City's General Plan does not designate scenic vistas in the project vicinity. The digital signs would be installed within the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue. Views along these roadways consist mainly of buildings, large commercial signs associated with commercial businesses, and ornamental landscaping. Therefore, no impact would occur.

b) **No Impact.** A significant impact would occur if the proposed project would substantially damage scenic resources within a State Scenic Highway. The project sites are not located on or within the vicinity of a scenic highway. The nearest state-designated scenic highway is State Route 27 (SR-27), or the Topanga Canyon State Scenic Highway approximately 15 miles from the project sites.¹ The project sites are not within the viewshed of this scenic highway. Therefore, no impact would occur.

c) **No Impact.** A significant impact would occur if the proposed project substantially degraded the existing visual character or quality of public views of the sites and their surroundings. The proposed project would install digital signs in 20 generally designated areas within the public ROW along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City. The character of these streets is described in Section 2.1.

Construction activities would be temporary and would not result in permanent impacts to the existing visual character or scenic quality of public views. Construction staging areas would be confined within the public ROW and may require temporary lane and sidewalk closures. Signage would be temporarily provided to alert drivers, bicyclists and pedestrians to detours

¹California Department of Transportation, *California Scenic Highway Mapping System*, Los Angeles County, <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>, accessed September 2024.

around construction staging areas. This signage would be removed upon completion of construction activities. During operations, the digital signs would be internally lit and could display different images. The digital signs would be placed in highly urbanized, well-lit areas that have existing commercial signage. Additionally, the digital signs would be placed in the public ROW, where existing light sources, including automobile headlights and overhead streetlights, are the main contributors of lighting.

There would be two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the structure. Kiosks would be installed on the public sidewalks and the digital street displays would generally be installed within the center medians of Century Boulevard, Manchester Boulevard, and Florence Avenue. The proposed project would require the approval and execution of a Digital Sign Agreement and issuance of permits to place the digital signs within the public ROW. These requirements are considered discretionary actions and are a requirement for the proposed project. The digital signs would not violate Section 12-75 Prohibited Signs of the IMC and would comply with Section 12-76 General Sign Regulation of the IMC. With approval of these discretionary actions, the proposed project would not conflict with applicable zoning or substantially degrade the visual character of Century Boulevard, Manchester Boulevard, Prairie Avenue, or Florence Avenue. Therefore, no impact would occur.

- d) **Less-Than-Significant Impact.** A significant impact would occur if the proposed project created a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The digital signs would operate 24 hours per day and create a new source of light and glare during daylight and evening. The digital signs would include a series of light-emitting diodes (LED) with a changing display and automatic dimming technology. The digital signs would comply with Section 12-75 Prohibited Signs and 12-76 General Sign Regulation of the IMC.

The digital signs would be entirely located within the public ROW and would be installed in highly urbanized environments with high levels of ambient nighttime lighting, including streetlights, signs, architectural and security lighting, indoor building illumination, and automobile headlights. The digital signs are installed with an automatic dimming technology so that at no time would any sign exceed a brightness level of 0.3-foot candles above ambient light for both daytime and nighttime conditions. The illumination standards set forth in a Sign Lighting Plan to establish the daytime and nighttime ambient light levels would ensure that luminance values are consistent with the existing urban environment. Therefore, a less-than-significant impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<p>3.2 AGRICULTURE AND FORESTRY RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-e) No Impact. The project sites are located in fully developed, urbanized areas, and surrounded primarily by commercial uses. No areas in the City are currently zoned, designated, or used for agricultural or forestry activities, and the City contains no Prime Farmland, Unique Farmland, or Farmland of Statewide Significance according to the City's General Plan. Due to its urban setting, the project sites and their surroundings are not included in the Farmland Mapping and Monitoring Program under the Williamson Act Contract.² In addition, there are no areas of forestland as defined in Public Resources Code Section 12220(g) or timberland as defined in Public Resources Code Section 4526 within the City. The proposed project would not change the existing environment in a manner that would result in the conversion of farmland or forestland to other kinds of land uses. Therefore, no impact would occur.

²California Department of Conservation, *Williamson Act Program*, <https://www.conservation.ca.gov/dlrp/wa>, accessed September 2024.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.3 AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Air pollutant emissions that would result from construction and operation of the proposed project are addressed separately for each impact criterion. The air quality impact assessment was conducted in accordance with guidance and methodologies issued by the South Coast Air Quality Management District (SCAQMD). The SCAQMD is charged with regional air quality jurisdiction for the South Coast Air Basin (SCAB), which encompasses 6,745 square miles and includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The primary guidance for preparing assessments of potential air quality impacts for CEQA projects located in the SCAB is promulgated in the SCAQMD *CEQA Air Quality Handbook*, which was originally published in 1993 and most recently updated in 2001.³ Subsequent updates to the SCAQMD CEQA guidance are posted on the SCAQMD website.⁴

- a) **Less-Than-Significant Impact.** The applicable air quality plans for the proposed project include the SCAQMD 2022 Air Quality Management Plan (AQMP), the Southern California Association of Governments' (SCAG) *Connect SoCal 2024–2050 and 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)*, and the City of Inglewood General Plan. The emissions inventory for the 2022 AQMP was developed in part based on regional growth projections from the *Connect SoCal 2020–2045 RTP/SCS*, which incorporates municipal-level forecasts for population and housing growth including the Inglewood General Plan. The SCAQMD *CEQA Air Quality Handbook* outlines the approach for addressing potential air quality impacts related to the applicable air quality management plans using the following criteria:
- Would the proposed project result in any of the following?
 - An increase in the frequency or severity of existing air quality violations;
 - New air quality violations; or,
 - Delay of timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

³SCAQMD, *CEQA Air Quality Handbook (Version 3)*, November 2001.

⁴SCAQMD, *Air Quality Analysis Guidance Handbook*, <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook>.

- Would the proposed project exceed the assumptions utilized in preparing the AQMP?
 - Is the project consistent with the population and employment growth projections upon which AQMP forecasted emission levels are based;
 - Does the project include air quality mitigation measures; or
 - To what extent is project development consistent with the AQMP land use policies?

To address the impacts related to air quality violations—which refer to instances of air pollutant concentrations exceeding the corresponding National Ambient Air Quality Standards (NAAQS) or California Ambient Air Quality Standards (CAAQS)—the SCAQMD has developed regionally specific air quality significance thresholds to screen out potential impacts that may result from construction and operation of projects under the purview of CEQA. The SCAQMD guidance provides that daily emissions of volatile organic compounds (VOC), nitrogen oxides (NO_x), carbon monoxide (CO), sulfur oxides (SO_x), respirable particulate matter less than 10 microns in diameter (PM₁₀), and fine particulate matter less than 2.5 microns in diameter (PM_{2.5}) should be quantified and assessed on both regional and localized scales by comparison to the mass daily screening thresholds. Regional emissions refer to emissions from all sources involved in construction or operation of a project, whether they be located on the project sites or occur remotely. Localized emissions are considered as emissions that originate only from sources located on the project sites during construction or operation of a project.

Since the proposed project would not introduce a new permanent source of emissions to the project area, localized emissions are only addressed during construction of the proposed project. The Localized Significance Thresholds (LSTs) were derived by the SCAQMD for “Source Receptor Areas” (SRAs) determined using ambient air quality data from monitoring stations located throughout the SCAB in conjunction with air dispersion modeling that accounted for local meteorological and topographical conditions, as well as the size of the construction site and the proximity of sensitive receptors. The SCAQMD air quality analysis guidance states that if maximum daily emissions remain below the applicable thresholds, then the project would not have the potential to result in air quality violations. **Table 3-1** shows the daily regional screening values and LST values for emissions during construction activities and the regional screening values for emissions during future operational conditions. The proposed project is located within SRA 3 – Southwest Coastal LA County. The LST values in **Table 3-1** correspond to a construction site within SRA 3 with a maximum daily ground disturbance area up to one acre, and within 25 meters of the nearest sensitive receptors.

TABLE 3-1: SCAQMD AIR QUALITY SIGNIFICANCE THRESHOLDS – MASS DAILY EMISSIONS						
Screening Threshold	VOC (lbs./day)	NO _x (lbs./day)	CO (lbs./day)	SO _x (lbs./day)	PM ₁₀ (lbs./day)	PM _{2.5} (lbs./day)
CONSTRUCTION						
Regional Threshold	75	100	550	150	150	55
Localized Threshold	--	91	664	--	4	3
OPERATIONS						
Regional Threshold	55	55	550	150	150	55
Notes: LST values correspond to a construction site in SRA 3 with up to one acre in daily ground disturbance area and within 25 meters of a sensitive receptor; lbs./day = pounds emitted per day. SOURCE: SCAQMD, 2009; 2023.						

Sensitive receptors refer to land uses that serve population groups that are especially sensitive to changes in air quality and more susceptible to adverse health effects resulting from exposures to air pollutant concentrations. The California Air Resources Board (CARB) has identified the following groups who are most likely to be affected by air pollution: children less than 14 years of age, the elderly over 65 years of age, athletes at practice and competition sites, and people with cardiovascular and chronic respiratory diseases. According to the SCAQMD, sensitive receptors include residences, schools, playgrounds, childcare centers, athletic facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes. The SCAQMD LST guidance methodology recommends that localized air quality impacts be assessed for sensitive receptors located up to 1,640 feet (500 meters) from the on-site emissions sources, with the analysis focusing on the sensitive receptors closest to the project sites.

Construction

Construction of the proposed project is anticipated to involve installation activities at a total of 60 digital signs and would take place over the course of one month during both the summer of 2025 (Phase 1) and the summer of 2026 (Phase 2). The California Emissions Estimator Model (CalEEMod) is the preferred industry tool for quantifying estimates of air pollutant emissions during construction and operation of proposed CEQA projects. Using input data provided by the Applicant that included forecasted off-road equipment and on-road vehicle activities, CalEEMod (Version 2022.1) was used to estimate maximum daily emissions that could occur during construction of the proposed project. At each individual installation site, the construction activities would generally involve demolition of the median or sidewalk and excavation of a pothole; drilling and installation of the column footing; repair of the disturbed median or sidewalk area; and installation of the base cladding and installation and connection of the digital displays.

Table 3-2, below, presents the daily emissions that would be generated during each construction activity at a particular location, as well as the maximum daily regional emissions that could be generated while construction of up to six locations may be undertaken simultaneously. As shown in **Table 3-2**, maximum possible daily emissions would remain substantially below the applicable the SCAQMD regional mass daily screening thresholds. Therefore, in accordance with the SCAQMD guidance methodologies, construction of the proposed project would not cause or contribute to an increase in the frequency or severity of air quality violations within the project areas, and no mitigation measures would be required.

Table 3-2 also includes an analysis of the localized emissions that would be generated from onsite sources during concurrent construction of up to six installation sites at two adjacent median locations. The localized emissions analysis compares the maximum daily emissions that could be generated from sources located on the construction site to the corresponding LST screening values for a site with up to one acre of daily ground disturbance area that is within 25 meters of the nearest sensitive receptor. Each installation site is anticipated to involve approximately 10 square feet or less of ground disturbance to install the digital signs. There would be no substantial disturbance of unpaved ground surface during construction activities. As shown in **Table 3-2**, the maximum daily emissions from concurrent installation of up to six adjacent kiosk locations would remain substantially below the applicable SCAQMD LST screening values. Therefore, construction of the proposed project would not have the potential to cause or contribute to an increase in the frequency or severity of air quality violations in the vicinity of the installation sites, and no mitigation measures would be required.

TABLE 3-2: ESTIMATED MASS DAILY CONSTRUCTION EMISSIONS – UNMITIGATED						
Construction Activity	Maximum Daily Emissions (Pounds Per Day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
DEMOLITION & POT HOLE						
On-Site Emissions	0.2	1.6	1.9	<0.1	<0.1	<0.1
Off-Site Emissions	<0.1	0.1	0.7	<0.1	0.2	<0.1
Total	0.2	1.7	2.7	<0.1	0.2	<0.1
DRILLING & FOOTING						
On-Site Emissions	0.4	4.0	5.4	<0.1	0.1	0.1
Off-Site Emissions	<0.1	0.3	0.8	<0.1	0.2	<0.1
Total	0.4	4.3	6.3	<0.1	0.3	0.2
MEDIAN/SIDEWALK REPAIR						
On-Site Emissions	0.1	1.3	1.8	<0.1	<0.1	<0.1
Off-Site Emissions	<0.1	0.1	0.7	<0.1	0.2	<0.1
Total	0.2	1.4	2.5	<0.1	0.2	<0.1
CLADDING & SCREEN INSTALLATION						
On-Site Emissions	0.2	2.6	2.3	<0.1	<0.1	<0.1
Off-Site Emissions	<0.1	0.1	0.7	<0.1	0.2	<0.1
Total	0.3	2.7	3.1	<0.1	0.2	0.1
REGIONAL EMISSIONS ANALYSIS (UP TO SIX CONCURRENT LOCATIONS)						
Maximum Daily Emissions	2.5	25.5	37.5	0.1	2.0	1.1
Regional Significance Threshold	75	100	550	150	150	55
Exceed Threshold?	No	No	No	No	No	No
LOCALIZED EMISSIONS ANALYSIS (UP TO THREE CONCURRENT SITES PER LOCATION)						
Maximum Daily Onsite Emissions	2.2	23.8	32.6	<0.1	0.9	0.8
LST Screening Value	--	91	664	--	4	3
Exceed Threshold?	N/A	No	No	N/A	No	No
<small>Note: Emissions modeling files can be found in Appendix A. SOURCE: TAHA, 2024.</small>						

Regarding the second air quality management plan consistency criteria, construction of the proposed project would have no impact related to the regional growth projections for population, housing, or employment within the City of Inglewood that are accounted for in the SCAQMD 2022 AQMP emissions inventory. It is anticipated that construction crews would be sourced from the local workforce, and construction of the proposed project would not involve any temporary or permanent additional residential or nonresidential development. Therefore, construction of the proposed project would result in a less than significant impact related to conflicting with or obstructing implementation of the AQMP, and no mitigation measures would be required.

Operations

Future operation of the proposed project would not introduce a new permanent source of air pollutant emissions to the project area or the SCAB region at large. The only possible activities that may occur during the operational phase of the proposed project would be infrequent repairs that would involve minimal vehicle trips and electric handheld equipment. Operation of the proposed project would result in a less-than-significant impact

related to conflicting with or obstructing implementation of the AQMPs, and no mitigation measures would be required.

- b) **Less-Than-Significant Impact.** The Los Angeles County portion of the SCAB is currently designated as nonattainment of the NAAQS for O₃ and PM_{2.5} and is designated as nonattainment of the CAAQS for O₃, PM₁₀, and PM_{2.5}. Therefore, there is an ongoing regionally significant cumulative impact associated with these air pollutants. Considering the existing environmental conditions, the SCAQMD CEQA guidance states that an individual project can emit allowable quantities of these pollutants—O₃ precursors including VOC and NO_x, and PM₁₀ and PM_{2.5}—on a regional scale without significantly contributing to the cumulative impacts.

Construction

As discussed above and substantiated by the analyses presented in **Table 3-2**, maximum daily regional and localized air pollutant emissions associated with construction of the proposed project would remain substantially below the applicable SCAQMD air quality significance thresholds. For CEQA projects that would not generate emissions in excess of the mass daily thresholds, the SCAQMD recognizes that emissions from those individual projects would not be cumulatively considerable. Therefore, construction of the proposed project would not result in a cumulatively considerable net increase of nonattainment pollutants, and impacts would be less than significant without mitigation.

Operation

As discussed above, future operational conditions of the proposed project would not introduce a new permanent source of emissions within the Los Angeles County portion of the SCAB. The kiosk locations would not involve any processes that would constitute sources of air pollutant emissions. Any vehicle trips associated with repair of the sites would be infrequent, and equipment used to perform the repairs would be electrically powered and not produce emissions. Therefore, operation of the proposed project would result in no impact related to cumulatively considerable increases in nonattainment pollutant emissions, and mitigation would not be required.

- c) **Less-Than-Significant Impact.** As discussed above, the SCAQMD developed its LST screening values as a method of precluding further analysis of localized air quality impacts for the proposed CEQA projects. The SCAQMD devised its LST values to prevent the occurrence of localized hot spots of criteria pollutant concentrations at sensitive receptor locations surrounding the project site. If maximum daily emissions of NO_x, CO, PM₁₀, and PM_{2.5} remain below the corresponding LST screening values for the project location, site size, and receptor proximity, then it is reasonable to assume that emissions would not be capable of exposing nearby sensitive receptors to substantial pollutant concentrations.

Construction

As shown above in **Table 3-2**, maximum daily emissions of criteria pollutants and O₃ precursors from sources located on the project site would not exceed any applicable LST values during any construction activity, even when considering the simultaneous installation of up to six kiosks in adjacent locations. Construction of the proposed project would not have the potential to generate substantial concentration of these pollutants. Furthermore, construction activities would only last for up to one month during the summer of 2025 (Phase 1) and again during the summer of 2026 (Phase 2). There is no potential for concentrations of toxic air contaminants generated by diesel-fueled off-road equipment

at the installation sites to reach elevated concentrations capable of resulting in significant acute or chronic sensitive receptor exposures. This impact would be less than significant, and no mitigation would be required.

Operation

As discussed previously, operation of the proposed project would not introduce a new permanent source of air pollutant emissions to the project areas or the greater Los Angeles County portion of the SCAB. There would be no potential for nearby sensitive receptors to be exposed to substantial pollutant concentrations resulting from proposed project operations. Therefore, there would be no impact for proposed project operations under this air quality criterion, and no mitigation would be required.

- d) **Less-Than-Significant Impact.** Odors are the only potential construction emissions other than the sources addressed above.

Construction

Potential sources that may produce objectionable odors during construction activities include equipment exhaust, application of asphalt and architectural coatings, and other interior and exterior finishes. Odors from these sources would be localized and generally confined to the immediate area surrounding the project site and would be temporary in nature and would not persist beyond the termination of construction activities. The proposed project would utilize standardized construction techniques, and the odors would be typical of most construction sites and temporary in nature. In addition, as construction-related emissions dissipate away from the construction area, the odors associated with these emissions would also decrease and would be quickly diluted. Furthermore, all construction activities would comply with the CARB Airborne Toxic Control Measure set forth in Title 13 of the California Code of Regulations Section 2485, which requires off-road diesel equipment and on-road diesel trucks to limit idling to no more than five minutes in any one particular location. Compliance with this control measure would minimize the potential for odorous emissions to disperse into the adjacent communities. Therefore, construction of the proposed project would result in a less-than-significant impact related to construction odors.

Operation

Land uses and industrial operations that are associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies and fiberglass molding.⁵ As discussed previously, proposed project operations would not involve any source of air pollutant emission at the kiosk locations. The proposed project would be ensured to comply with SCAQMD Rule 402, which would prohibit any air quality discharge that would be a nuisance or pose any harm to individuals of the public. Therefore, the proposed project would result in no impact related to operational odors or public nuisance.

⁵SCAQMD, *CEQA Air Quality Handbook (Version 3)*, November 2001.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.4 BIOLOGICAL RESOURCES - Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance (e.g., oak trees or California walnut woodlands)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a) **No Impact.** A significant impact would occur if the proposed project would have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species. A search of the California Department of Fish and Wildlife’s (CDFW) California Natural Diversity Database (CNDDDB) returned recorded sightings of the following endangered, rare, or threatened species in the project area: western spadefoot (*Spea hammondi*), coastal California gnatcatcher (*Polioptila californica californica*), southwestern willow flycatcher (*Empidonax traillii extimus*); least Bells vireo (*Vireo bellii pusillus*); monarch – California overwintering population (*Danaus Plexippus Plexippus pop.1*), tricolored blackbird (*Agelaius tricolor*), and the Crotch bumble bee (*Bombus crotchii*).⁶ However, the proposed project would be constructed within the public ROW, where there are no suitable wildlife habitats or suitable habitats for sensitive species. The project sites consist of 20 generally designated locations in urbanized areas of the City surrounded primarily by commercial and residential uses. No biological resources or communities exist on, adjacent to, or near the project sites. Therefore, the proposed project would not have an effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species

⁶California Department of Fish and Wildlife, *California Natural Diversity Database*, <https://www.wildlife.ca.gov/Data/CNDDDB/Maps-and-Data>, accessed September 2024.

in local or regional plans, policies, or regulations, or by the CDFW or the U.S. Fish and Wildlife Service (USFWS), and no impact would occur.

- b) **No Impact.** A significant impact would occur if any riparian habitat or natural community would be lost or destroyed as a result of urban development. As discussed in Response to Checklist Question 3.4(a), the project sites are located within an urbanized area surrounded primarily by commercial and residential uses. The project sites do not contain any riparian habitat and do not contain any streams or water courses necessary to support riparian habitat. Therefore, the proposed project would not have any effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by CDFW or USFWS, and no impact would occur.
- c) **No Impact.** A significant impact would occur if the proposed project would have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. The project sites do not contain any state or federally protected wetlands and are located in urbanized area of the City. The proposed project would not have any effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Therefore, no impact would occur.
- d) **No Impact.** A significant impact would occur if the proposed project would interfere with, or remove access to, a migratory wildlife corridor or impede use of native wildlife nursery sites. The project sites and the surrounding area is highly urbanized, and there are no wildlife corridors on or in proximity to the project sites according to the California Department of Fish and Wildlife's Biogeographic Information and Observation System (BIOS). The project sites do not contain any state or federally protected wetlands that would contain migratory fish or other wildlife species. The proposed project would be constructed within medians and sidewalks in the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue. Construction of the proposed project would not require the removal or trimming of any trees which may potentially provide nesting sites for migratory birds. Therefore, no impact would occur.
- e) **No Impact.** A significant impact would occur if the proposed project were inconsistent with local regulations pertaining to biological resources. As discussed in Response to Checklist Question 3.4(d), construction and operations of the proposed project would not require the trimming of any trees which may potentially provide nesting sites for migratory birds. The proposed project would not conflict with any local policies or ordinances protecting biological resources. Therefore, no impact would occur.
- f) **No Impact.** A significant impact would occur if the proposed project were inconsistent with any adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP) or other approved local, regional, or state habitat conservation plan. The project sites are located in an urbanized area surrounded primarily by commercial and residential uses. The project sites are not located within or adjacent to the boundaries of any adopted habitat conservation plans. Therefore, no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.5 CULTURAL RESOURCES - Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a) **No Impact.** A significant impact would occur if the proposed project would cause a substantial adverse change in the significance of a historical resource. CEQA Guidelines Section 15064.5 generally defines a historical resource as any object, building, structure, site, area, place, record, or manuscript determined to be historically significant or significant in the architectural or cultural annals of California. Historical resources are further defined as being associated with significant events, important persons, or distinctive characteristics of a type, period or method of construction; representing the work of an important creative individual; or possessing high artistic values. The project sites are within the public ROW and contain no known historical resources. The City also maintains a list of local, significant resources, and there are no historical resources within the project area.⁷ Therefore, no impact would occur.
- b) **Less-Than-Significant Impact.** A significant impact would occur if a known or unknown archaeological resource would be removed, altered, or destroyed as a result of the proposed project. CEQA Guidelines Section 15064.5 defines significant archaeological resources as resources which meet the criteria for historical resources, as discussed above, or resources that constitute unique archaeological resources associated with a scientifically recognized important prehistoric or historic event or person. Inglewood is located in Southern California, which is the ancestral territory of several Native American tribes. Archaeological materials associated with occupation of the City are known to exist and have the potential to provide important scientific information regarding history and prehistory. However, the project sites are located in the public ROW and have been subject to previous grading and development multiple times. Any surficial archaeological resources that may have existed on the project sites are likely to have been previously disturbed or removed. Construction of the proposed project would involve minor grading and no excavation work. Operations of the proposed project would not involve any ground disturbing activities. Therefore, impacts related to archaeological resources would be less than significant.
- c) **Less-Than-Significant Impact.** A significant impact would occur if previously interred human remains would be disturbed during excavation of the project sites. While no formal cemeteries, other places of human interment, or burial grounds or sites are known to exist within the project sites, there is always a possibility that human remains may be unexpectedly encountered during construction. The project sites have been subject to multiple instances of grading and development, and therefore it is highly unlikely that any human remains would be encountered during construction. In the unlikely event that

⁷California Office of Historic Preservation (OHP), California Historical Resources, <https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=19>, accessed September 2024

human remains are encountered, the proposed project would be required to comply with Section 7050.5 of the California Health and Safety Code. If human remains of Native American origin are discovered during construction, the proposed project would also be required to comply with applicable regulations related to the handling of Native American human remains, including Public Resources Code Section 5097. Therefore, compliance of the State Health and Safety Code Section 7050.5 and applicable regulations related to the handling of human remains of Native American origin, impacts would be less than significant.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.6 ENERGY - Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a-b) Less-Than-Significant Impact. The main forms of available energy supply are electricity, natural gas, and oil. During construction of the proposed project, energy would be consumed in the form of electricity associated with the conveyance of water used for dust control, powering lights, electronic equipment, or other construction activities that require electrical power. Construction activities typically do not involve the consumption of natural gas. Construction activities would consume energy in the form of petroleum-based fuels associated with the use of off-road construction vehicles and equipment, round-trip construction worker travel to the project sites, and delivery and haul truck trips.

Construction activities would comply with CARB's "In-Use Off-Road Diesel Fueled Fleets Regulation", which limits engine idling times to reduce harmful emissions and reduce wasteful consumption of petroleum-based fuel. Additionally, the proposed project would comply the California Renewable Portfolio Standard, the Clean Energy and Pollution reduction Act of 2015 (Senate Bill 350). Compliance with local, state, and federal regulations would reduce short-term energy demand during the proposed project's construction to the extent feasible, and proposed project construction would not result in a wasteful or inefficient use of energy.

During operations of the proposed project, Southern California Edison would provide electricity to the project sites. Energy use associated with operation of the proposed project would include electricity to power the digital signs 24 hours per day. Maintenance activities during operations, such as repair work on the digital signs, may involve the use of electric-powered equipment. The proposed project does not involve any characteristics or processes that would require the use of equipment that would be more energy intensive than is used for comparable activities or involve the use of equipment that would not conform to current emissions standards and related fuel efficiencies.

In March 2013, the City of Inglewood adopted an Energy and Climate Action Plan to guide the City toward attainable conservation goals that may also significantly reduce the impact of greenhouse gas emissions within the community. The Energy and Climate Action Plan proposes several policies related to energy-efficiency and conservation, including energy and water conservation design features in new development projects. The proposed project does not include any feature (i.e., substantially alter energy demands) that would interfere with the implementation of these state and City codes and plans. Therefore, a less-than-significant impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.7 GEOLOGY AND SOILS - Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potential result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a.i) **No Impact.** A significant impact would occur if the proposed project would exacerbate existing environmental conditions by increasing the potential to expose people or structures to the rupture of a known earthquake fault. The Alquist-Priolo Earthquake Fault Zoning Act regulates development near active faults to mitigate the hazard of surface fault rupture. It prohibits the location of most structures for human occupancy across the trace of active faults. The Act also establishes Earthquake Fault Zones and requires geologic/seismic studies of all proposed developments within 1,000 feet of the zone. The Earthquake Fault Zones are delineated and defined by the State Geologist and identify areas where potential surface rupture along a fault could occur. According to the California Department of Conservation Earthquake Zones of Required Investigation map, the proposed project is located within the Alquist-Priolo Special Studies Zone.⁸ However, the proposed project consists of the installation of digital signs within the public ROW, which are non-habitable

⁸California Department of Conservation, *Earthquake Zones of Required Investigation*, <https://maps.conservation.ca.gov/cgs/EQZApp/app/>, accessed September 2024.

structures. Therefore, the proposed project would not expose people or structures to the rupture of a known earthquake fault, and no impact would occur.

- a.ii) No Impact.** A significant impact would occur if the proposed project would exacerbate existing environmental conditions by increasing the potential to expose people or structures to substantial adverse effects related to strong ground shaking from severe earthquakes. As with all areas in the seismically active Southern California region, the project sites are susceptible to ground shaking during a seismic event. The ground motion characteristics of any future earthquakes in the region would depend on the characteristics of the generating fault, the distance to the epicenter, the magnitude of the earthquake, and the site-specific geologic conditions. The proposed project would not construct any habitable structures and does not include activities that would increase the potential to expose people or structures to the adverse effects involving strong seismic ground shaking. Therefore, no impact would occur.
- a.iii) No Impact.** A significant impact would occur if the proposed project would exacerbate existing environmental conditions by increasing the potential to expose people or structures to substantial adverse effects related to seismic-related ground failure, including liquefaction. Liquefaction typically occurs when a saturated or partially saturated soil becomes malleable and loses strength and stiffness in response to an applied stress caused by earthquake shaking or other sudden change in stress conditions. Soil liquefaction occurs when loose, saturated, granular soils lose their inherent shear strength due to excess water pressure that builds up during repeated movement from seismic activity. Liquefaction usually results in horizontal and vertical movements from the lateral spreading of liquefied materials and post-earthquake settlement of liquefied materials. According to the California Department of Conservation's Earthquake Zones of Required Investigation map, the proposed project is located within a liquefaction hazard zone.⁹ However, the proposed project would not construct any habitable structures and does not include any activities that would increase the potential to expose people or structures to the adverse effects related to seismic-related ground failure, including liquefaction. Therefore, no impact would occur.
- a.iv) No Impact.** A significant impact would occur if the proposed project would exacerbate existing environmental conditions by increasing the potential to expose people or structures to substantial adverse effects related to landslides. According to the California Department of Conservation's Earthquake Zones of Required Investigation map, the project sites are not located within an earthquake-induced landslide area.¹⁰ Therefore, no impact would occur.
- b) No Impact.** A significant impact would occur if construction activities or future uses of the proposed project would result in substantial soil erosion or loss of topsoil. The proposed project would consist of the installation of digital signs in the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue. During ground disturbing activities, the project sites could potentially be subject to soil erosion or loss of topsoil. However, the proposed project would be required to comply with local, state, and federal regulations and standards related to minimizing potential erosion impacts. Erosion is not expected to occur, because the surrounding areas are generally flat with gradual changes in elevation; there are no major slopes or bluffs on or adjacent to any of the sites.

⁹California Department of Conservation, *Earthquake Zones of Required Investigation*, <https://maps.conservation.ca.gov/cgs/EQZApp/app/>, accessed September 2024.

¹⁰California Department of Conservation, *Landslide Inventory*, <https://maps.conservation.ca.gov/cgs/lsl/app/>, accessed September 2024.

The proposed project would require a minimal amount of grading; therefore, no impact would occur.

- c) **No Impact.** A significant impact would occur if the proposed project would cause geologic unit or soil on the project sites to become unstable or, if the project sites are on unstable geologic unit or soil, the proposed project would exacerbate existing conditions so as to increase the potential for landslides, lateral spreading, subsidence, liquefaction, or collapse. As discussed above, the proposed project is located within a liquefaction hazard zone. It is not located in an earthquake-induced landslide area, respectively.¹¹ The proposed project would install digital signs in the public ROW and would not create liquefaction or landslide hazards because the proposed project does not involve activities that would affect seismic conditions or alter underlying soil or groundwater characteristics that govern liquefaction potential. Additionally, the surrounding area is relatively flat and, thus, are not susceptible to landslides. Therefore, no impact would occur.
- d) **No Impact.** A significant impact would occur if the proposed project would be built on expansive soils without proper site preparation or adequate foundations for proposed buildings, thus posing a hazard to life and property. Expansive soils shrink and swell with changes in soil moisture. Soil moisture may change from landscape irrigation, rainfall, and utility leakage. Expansive soils are commonly very fine-grained with high to very high percentages of clay and are usually found in areas where underlying formations contain an abundance of clay minerals. Due to high clay content, expansive soils expand with the addition of water and shrink when dried, which can cause damage to overlying structures. Installation of proposed digital screens and would not create a risk to life or property, as the screens are unmanned and non-habitable structures. The proposed project would be installed in the public ROW, which is covered with impervious surfaces, and would not be built on expansive soils. Therefore, no impact would occur.
- e) **No Impact.** A significant impact would occur if adequate wastewater disposal were not available to the project sites. The digital signs would be constructed within in the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue, where wastewater infrastructure is currently in place. The proposed project would connect to the existing sanitary sewer system and would not include septic tanks or alternative wastewater disposal systems. Therefore, no impact would occur.
- f) **Less-Than-Significant Impact.** A significant impact would occur if the proposed project directly or indirectly destroyed a unique paleontological resource or unique geologic feature. Paleontological resources may be present in fossil-bearing soils and rock formations below the ground surface. Ground-disturbing activities in fossil-bearing soils and rock formations have the potential to damage or destroy paleontological resources that may be present below the ground surface. However, as discussed in Response to Checklist Question 3.5(b), any ground-disturbing activities associated with the proposed project would occur entirely in the public ROW, which has been subject to grading and development efforts multiple times. Any surficial paleontological resources that may have existed on the project sites are likely to have been previously disturbed or removed. Construction of the proposed project would involve minor grading and no excavation work. Operations of the proposed project would not involve any ground disturbing activities. Therefore, a less-than-significant impacts would occur.

¹¹California Department of Conservation, *Earthquake Zones of Required Investigation*, <https://maps.conservation.ca.gov/cgs/EQZApp/app/>, accessed September 2024.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.8 GREENHOUSE GAS EMISSIONS - Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) **Less-Than-Significant Impact.** The term “greenhouse gases” (GHGs) refers to a class of air pollutants that are generally believed to affect global climate conditions. The “greenhouse effect” characterizes the Earth and the atmosphere surrounding it as similar to a greenhouse with glass panes. The glass panes in a greenhouse let heat from sunlight in and reduce the amount of heat that escapes. Aside from water vapor—which is not regulated as a GHG pollutant—the most environmentally prevalent GHGs that are emitted by human activities comprise carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). The presence of these gaseous compounds in the atmosphere maintains the average surface temperature of the Earth close to 60°F. Without the natural greenhouse effect, the Earth’s surface would be about 61°F cooler.¹²

In addition to CO₂, CH₄, and N₂O, common GHGs emitted by anthropogenic sources include hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and black carbon (black carbon is the most strongly light-absorbing component of particulate matter emitted from burning fuels, such as coal, diesel, and biomass). However, emissions of these GHGs associated with construction and operation of typical development projects occur at a much smaller scale; therefore, in accordance with guidance issued by the CARB and SCAQMD, this analysis focuses on emissions of CO₂, CH₄, and N₂O that would be generated by the proposed project.

CO₂ is the most abundant pollutant that contributes to climate change through processes such as fossil fuel combustion. CH₄ and N₂O are less abundant in the atmosphere than CO₂, but have greater climate forcing magnitudes per unit of mass emitted. To account for this higher climate forcing property, emissions of other GHGs are frequently expressed in the unit of equivalent mass of CO₂ that would have the same heat capacity potential, denoted as CO₂e. CO₂e is a measurement used to account for the fact that different GHGs have different potential to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. This potential—known as the global warming potential (GWP) of a GHG—is dependent on the lifetime, or persistence, of the gas molecule in the atmosphere. For the purposes of this analysis the GWP of CH₄ is 25 and the GWP of N₂O is 298.

The CEQA Guidelines require that lead agencies adopt GHG thresholds of significance that are appropriate for projects within their jurisdiction. When adopting these thresholds, the amended CEQA Guidelines allow lead agencies to consider thresholds of significance adopted or recommended by other public agencies, or recommended by experts, provided that the thresholds are supported by substantial evidence, and/or to develop their own significance threshold. Neither the City nor SCAQMD has officially adopted a bright line

¹²California Environmental Protection Agency Climate Action Team, *Climate Action Report to Governor Schwarzenegger and the California Legislator*, March 2006.

quantitative screening threshold value for determining the significance of GHG emissions that will be generated by projects under CEQA. The proposed project does not represent a typical land use development project, and therefore the City's 2013 Energy and Climate Action Plan (ECAP) Climate-Ready Development Standards are not directly applicable. In lieu of an officially adopted threshold, this analysis utilizes an interim screening threshold for annual GHG emissions that was recommended by the GHG CEQA Significance Threshold Stakeholder Working Group in October 2008.¹³ The Stakeholder Working Group convened a total of 15 times between April 2008 and September of 2010, but never published any legally binding significance threshold for GHG emissions. In collaboration with members of the Stakeholder Working Group, SCAQMD staff developed a *Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold*. The interim guidance proposed a tiered screening methodology for assessing the potential significance of GHG emissions generated by CEQA projects. The tiered screening methodology was outlined in the minutes of the final Working Group meeting on September 28, 2010.¹⁴ For the purposes of this environmental assessment, the interim Tier III screening threshold value of 3,000 metric tons of carbon dioxide equivalents (MTCO_{2e}) per year is utilized because it is the most conservative (i.e., lowest) threshold value that was recommended by SCAQMD staff.

GHG emissions that would be generated during construction and operation of the proposed project were estimated using CalEEMod (Version 2022.1), as recommended by the SCAQMD. CalEEMod quantifies estimates of GHG emissions from construction activities and operational conditions of CEQA projects. Sources of GHG emissions during proposed project construction would include heavy-duty off-road diesel equipment and vehicular travel to and from the project sites. In accordance with SCAQMD methodology, the total amount of GHG emissions that would be generated by construction of the proposed project was summed and amortized over a 30-year operational period to represent long-term impacts. Sources of GHG emissions during future operation of the proposed project would be limited to indirect emissions associated with the provision of electricity to power the digital signs. The project design team estimates that each digital sign location would require approximately 11,712 kilowatt-hours (kWh) of electricity per year. For all 60 digital signs, the total annual electricity demand would be 702,720 kWh. The electrical utility would be connected to Southern California Edison's (SCE) grid, which is forecasted to have a carbon intensity of 351 pounds of carbon dioxide equivalents per megawatt-hour (lbCO_{2e}/MWh) in the operational year of 2025. There are 1,000 kWh per MWh, such that the project's electricity demand would be 702.72 MWh annually.

¹³SCAQMD, *Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold*, October 2008.

¹⁴SCAQMD, *Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #15*, September 28, 2010, [http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-\(ghg\)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-minutes.pdf?sfvrsn=2](http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-minutes.pdf?sfvrsn=2); Accessed on September 25, 2024.

Table 3-3 presents the estimated GHG emissions that would be generated on an annual basis by the proposed project, either directly or indirectly. Construction of the proposed project would produce approximately 112 MTCO₂e of direct GHG emissions between the summer of 2025 and the summer of 2026 combined, which equates to approximately 3.7 MTCO₂e annually over a 30-year operational horizon. The total annual operating emissions would be approximately 116 MTCO₂e per year after accounting for amortized construction emissions and indirect emissions associated with the supply of electricity, as well as occasional repairs. This magnitude of emissions is substantially below the most conservative quantitative draft interim threshold of 3,000 MTCO₂e per year recommended by SCAQMD to capture 90 percent of CEQA projects within its jurisdiction. Therefore, this impact would be less than significant.

TABLE 3-3: PROPOSED PROJECT ANNUAL GREENHOUSE GAS EMISSIONS	
Scenario and Emission Source	Carbon Dioxide Equivalent Emissions (Metric Tons per Year)
CONSTRUCTION EMISSIONS	
Off-Road Construction Equipment Use (Direct) /a/	81
On-Road Construction Vehicle Activity	31
Total Construction GHG Emissions	112
Amortized Annual Construction GHG Emissions	3.7
OPERATIONAL EMISSIONS	
Energy Source Emissions (Indirect)	112
Mobile Source Emissions (Direct)	0.3
Amortized Construction Emissions (Direct)	3.7
TOTAL	116
SCAQMD Draft Interim Significance Threshold	3,000
Exceed Threshold?	No
/a/ Based on SCAQMD guidance, the emissions summary also includes construction emissions amortized over a 30-year span. SOURCE: TAHA, 2024.	

- b) **Less-Than-Significant Impact.** Implementation of the proposed project would generate minimal GHG emissions, as demonstrated by the analysis presented in **Table 3-3**. The proposed project would not interfere with SCE planning objectives to expand its portfolio of renewable energy supply as required by Senate Bill 1078, Senate Bill 350, and Senate Bill 100. These bills established targets of 60 percent of procured electricity to be from renewable sources by 2030, and 100 percent of electricity supplied by renewable resources by 2045. Furthermore, the proposed project would not interfere with objectives established by the City's 2013 ECAP, which include provisions related to energy efficiency and reduced reliance on nonrenewable resources. Implementation of the proposed project would not introduce a new permanent direct source of GHG emissions to the project area, and the indirect emissions would decrease over time as SCE produces more of its electricity supply from renewable resources. Therefore, this impact would be less than significant, and no mitigation would be required.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.9 HAZARDS AND HAZARDOUS MATERIALS - Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) Less-Than-Significant Impact. A significant impact would occur if the proposed project created a significant hazard to the public or the environment through the routine transport, use, and disposal of hazardous materials, or if it created a significant hazard through the accidental release of hazardous materials into the environment. Construction of the proposed project would involve the temporary use of potentially hazardous materials, including vehicle fuels, oils, and transmission fluids. However, the materials used would not be in such quantities or stored in such a manner as to pose a significant safety hazard. All hazardous materials during construction and operations would be contained, stored, and used in accordance with manufacturers' instructions and handled in compliance with applicable standards and regulations to minimize the potential for safety impacts to occur. The proposed project would install digital signs in the public ROW. Operations of the proposed project would not involve the use, storage, or disposal of hazardous materials. Therefore, impacts related to the creation of hazards to the public or the environment through the routine transport, use, disposal, or release of hazardous materials would be less than significant.

- c) **Less-Than-Significant Impact.** A significant impact would occur if the proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Multiple schools are located within one-quarter mile of the 20 generally designated project locations. There is a potential for release of hazardous emissions or handling of hazardous materials and substances during the short-term construction activities for the proposed project. However, as discussed in Response to Checklist Question 3.9(a-b), any hazardous materials used during construction of the proposed project would be handled in accordance with applicable state laws and regulations and manufacturer's instructions. Therefore, a less-than-significant impact would occur.
- d) **No Impact.** A significant impact would occur if the proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The California Department of Toxic Substances Control (DTSC) and the State Water Resources Control Board (SWRCB) each maintain a database (EnviroStor and GeoTracker, respectively) that provides access to detailed information on hazardous waste sites and their cleanup statuses. EnviroStor focuses on hazardous waste facilities and sites with known contamination or sites with possible reason for further investigation. GeoTracker focuses on sites that impact or have the potential to impact water quality in California, with an emphasis on groundwater. The proposed project would install digital signs in the public ROW at 20 generally designated areas, none of which contain operational uses, buildings, or structures, nor would store or contain hazardous materials. A search of the EnviroStor and Geotracker databases determined that the 20 project locations are not included on any list compiled pursuant to Section 65962.5 of the Government Code.^{15,16} Therefore, no impact would occur.
- e) **No Impact.** A significant impact would occur if the proposed project was located within an airport land use plan or within two miles of a public airport or public use airport and would result in a safety hazard or excessive noise for people residing or working in the project area. While the proposed project is located adjacent to the Los Angeles International Airport Land Use Plan,¹⁷ the proposed project consists of the installation of digital street signs. Therefore, the proposed project would not result in an airport- or airstrip-related safety hazard for people residing or working in the area, and no impact would occur.
- f) **No Impact.** A significant impact would occur if the proposed project would impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. The proposed project is located in the vicinity of the emergency/disaster routes I-105 freeway, I-405 freeway, Hawthorne Boulevard, Crenshaw Boulevard, Florence Avenue, and Imperial Highway.¹⁸ However, the proposed project would not involve any uses that would interfere with an emergency response or evacuation plan, or with the use of these disaster routes in the event of an emergency or evacuation. Additionally, the proposed project would be reviewed by the Los Angeles County Fire Department (LACFD) to ensure that the proposed project would not interfere with the City's MHFP or the County's evacuation routes. Therefore, the proposed project would not

¹⁵Department of Toxic Substances Control, *EnviroStor*, <https://www.envirostor.dtsc.ca.gov/public/>, accessed September 2024.

¹⁶Department of Toxic Substances Control, *GeoTracker*, <https://geotracker.waterboards.ca.gov/>, accessed September 2024.

¹⁷Los Angeles County Airport Land Use Commission. *Los Angeles International Airport – Airport Influence Area*. https://case.planning.lacounty.gov/assets/upl/project/aluc_airport-lax.pdf, accessed September 2024.

¹⁸County of Los Angeles Department of Public Works, *Disaster Routes*, https://dpw.lacounty.gov/dsg/DisasterRoutes/map/disaster_rdm-South.pdf, accessed September 2024.

impair the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, and no impact would occur.

- g) No Impact.** A significant impact would occur if the proposed project would expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires. The project sites are located within an urbanized area of the City and is surrounded primarily by residential and commercial uses. The project sites are not located within a wildland area, and no wildlands are identified within the City.¹⁹ Therefore, no impact would occur.

¹⁹City of Inglewood, *Land Use Element of the General Plan*, adopted September 2016.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.10 HYDROLOGY AND WATER QUALITY - Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in a substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a) **Less-Than-Significant Impact.** A significant impact would occur if the proposed project would violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. The proposed project would install digital signs in the public ROW and would require minor grading to install the digital signs in the center medians and sidewalks. Ground disturbing activities would result in exposed soils and debris that may contribute pollutants in stormwater runoff. However, the proposed project would be required to comply with all federal, State, and local regulations related to water quality standards and wastewater discharge. Construction activities would comply with the provisions of the City's Stormwater Management and Discharge Control Ordinance (Ord. 23-09), which would reduce the risk of water degradation from soil erosion and other pollutants related to construction activities. The proposed project would not construct any changes to the City's stormwater drainage system, and upon completion of construction activities, the area would have similar levels of impervious surfaces as existing conditions. The digital signs would not be connected to municipal water supplies, and no aspects of the operations of the proposed project would result in water quality or an increase in water or wastewater discharges. Therefore, a less-than-significant impacts would occur.

- b) **No Impact.** A significant impact would occur if the proposed project would substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the proposed project may impede sustainable groundwater management of the basin. The proposed project would not require the use of groundwater, and the project sites are not currently used for groundwater recharge activities. Furthermore, the proposed project would not install any groundwater wells and would not otherwise directly withdraw any groundwater during construction or operations of the proposed project. Therefore, no impact would occur.
- c.i) **No Impact.** A significant impact would occur if the proposed project would substantially alter the existing drainage pattern of the project sites, including through the alteration of the course of an existing stream or river or through the addition of impervious surfaces, in a manner that would result in a substantial erosion or siltation on or off-site. The project sites are located in an urbanized area of the City, and there are no streams or rivers in the vicinity of the project sites. Construction of the digital signs would involve minimal soil disturbance and would not result in substantial erosion or siltation off-site. The proposed project would be required to comply with local and State regulations and standards related to minimizing potential erosion, including the City's Stormwater Management and Discharge Control Ordinance. Upon completion of construction activities, the project area would have similar levels of impervious surfaces as existing conditions. Therefore, the proposed project would not alter existing drainage patterns in a manner that would result in erosion or flooding or increase stormwater runoff that would likely exceed existing storm drain capacity or increase pollutants in stormwater runoff, and no impact would occur.
- c.ii) **No Impact.** A significant impact would occur if the proposed project would increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. The project sites are located within an urbanized area of the City with existing stormwater infrastructure in place. Runoff from the sites currently discharges to existing storm drains in the surrounding streets. The proposed project would not change the amount of pervious or impervious surfaces on the project sites, change the rate or volume of runoff from sites, or alter the existing drainage pattern of the surrounding area in a manner that would cause flooding impacts on- or off-site. Following construction of the proposed project, stormwater runoff from the project sites would be directed into existing storm drains that currently receive surface water runoff under existing conditions. Therefore, the proposed project would not change the amount of pervious or impervious surfaces on the project sites, change the rate or volume of runoff from sites, or alter the existing drainage pattern of the surrounding area in a manner that would result in flooding on- or off-site, and no impact would occur.
- c.iii) **No Impact.** A significant impact would occur if the proposed project would increase the rate or amount of surface runoff in a manner which would exceed the capacity of existing or planned stormwater drainage systems, provide substantial additional sources of polluted runoff. As discussed above, the proposed project would be required to comply with all federal, State, and local regulations related to water quality standards and wastewater discharge. Compliance with the City's Stormwater Management and Discharge Control Ordinance would ensure that during construction, impacts related to the capacity of the City's existing storm drain system, the generation of polluted runoff, the impeding or redirection of runoff would be less than significant. No substantial changes in the existing drainage pattern would occur. Therefore, the proposed project would not change the amount of pervious or impervious surfaces on the project sites, change the rate or volume of runoff from sites, or alter the existing drainage pattern of surrounding area in a manner that would provide substantial additional sources of polluted runoff, no impact would occur.

- c.iv) **No Impact.** A significant impact would occur if the proposed project would increase the rate or amount of surface runoff in a manner which would impede or redirect flood flows. Flood hazard areas identified on the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) are identified as a Special Flood Hazard Area (SFHA). An SFHA is an area that will be inundated by a flood event that has a 1 percent chance of being equaled or exceeded in any given year. The one percent annual chance flood zone is also referred to as the base flood zone or 100 year flood zone. The digital sign sites are not in a 100-year flood zone or SFHA.²⁰ All of the proposed locations are in Zone X, indicating that they are outside of 100- and 500-year flood zones. As discussed in Response to Checklist Question 3.10a), the proposed project would not result in a net increase of impervious surfaces in the project area, nor alter existing drainage. Therefore, the proposed project would not increase the amount of surface runoff in the project area, and no impact would occur.
- d) **No Impact.** A significant impact would occur if the proposed project was located in a flood hazard, tsunami, or seiche zones, and therefore at risk of release of pollutants due to project inundation. A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin, such as a reservoir, harbor, or lake. A tsunami is a sea wave produced by a significant undersea disturbance. Mudflows result from the down-slope movement of soil and/or rock under the influence of gravity. The project sites are not located near a body of water that is large enough to create a seiche during a seismic event. The project sites are located approximately five miles east of the Pacific Ocean and is not within a coastal zone or tsunami inundation area. The proposed project and surrounding areas are not located in a 100-year flood zone or SFHA.²¹ Therefore, no impact would occur.
- e) **No Impact.** A significant impact would occur if the proposed project would conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. As discussed in Response to Checklist Question 3.10(a), the proposed project would not result in a change in water quality or increase in water or wastewater discharges, nor result in a net increase of impervious surfaces in the project area. As discussed in Response to Checklist Question 3.10(b), the proposed project would not require the use of groundwater, would not install any groundwater wells, and would not otherwise directly withdraw any groundwater during construction or operations of the proposed project. The proposed project would not connect to any municipal water supplies. Therefore, no impact would occur.

²⁰Federal Emergency Management Agency, *FEMA's National Flood Hazard Layer (NFHL) (Viewer)*.
<https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd>,
accessed September 2024.

²¹*Ibid.*

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.11 LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a) **No Impact.** A significant impact would occur if the proposed project would physically divide an established community. The proposed project would construct digital signs within the public ROW. Construction of the digital signs would not result in the physical division of an established community. The digital signs would be installed in 20 generally designated areas, and the proposed project would not introduce roadways or other infrastructure improvements that would bisect or transect the sites or surrounding uses or communities. Construction of the proposed project may require temporary lane closures adjacent to construction staging areas. However, access to the surrounding area would not be interrupted as a result of the proposed project. Signage would be provided to alert drivers, bicyclists and pedestrians of detours around construction staging areas. Additionally, during operations, the specific placement of digital signs would ensure pedestrian and traffic flows remain unhindered, and no streets or sidewalks would be permanently closed as a result of the proposed project. Therefore, no impact would occur.
- b) **No Impact.** A significant impact would occur if the proposed project would cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The proposed project would be located within the public ROW, and the installation of the digital signs are not subject to zoning requirements. Therefore, the proposed project would not conflict with an adopted land use plan, policy, or regulation, and no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.12 MINERAL RESOURCES - Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) No Impact. A significant impact would occur if the proposed project would result in the loss of availability of a known mineral resource that would be of value to the region or locally important mineral resource recovery site as delineated on a local general plan, specific plan, or other land use plan. The proposed project is located in an urbanized area and is surrounded primarily by residential and commercial uses. There are no areas within the City containing known mineral resources appropriate for mineral extraction. The proposed project is also not located on or near any oil fields, and no oil extraction and/or quarry activities have historically occurred on or are presently conducted at the project sites. Therefore, the proposed project would not result in the loss of availability of any known regionally valuable or locally important mineral resource, and no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.13 NOISE - Would the project:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive ground-borne vibration or ground-borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a) **Less-Than-Significant Impact.** Sound is technically described in terms of the loudness (amplitude) and frequency (pitch). The standard unit of measurement for sound is the decibel (dB). The human ear is not equally sensitive to sound at all frequencies. The A-weighted scale, abbreviated dBA, reflects the normal hearing sensitivity range of the human ear.

Noise is generally defined as unwanted sound. The degree to which noise can impact the human environment ranges from levels that interfere with speech and sleep (annoyance and nuisance) to levels that cause adverse health effects (hearing loss and psychological effects). Human response to noise is subjective and can vary greatly from person to person. Factors that influence individual response include the intensity, frequency, pattern of noise, the amount of background noise present before the intruding noise, and the nature of work or human activity that is exposed to the noise source.

Studies have shown that the smallest perceptible change in sound level for a person with normal hearing sensitivity is approximately 3 dBA. A change of at least 5 dBA and a 10-dBA increase is subjectively heard as a doubling in loudness. Noise levels decrease as the distance from the noise source to the receiver increases. Noise levels generated by a stationary noise source, or "point source," will decrease by approximately 6 dBA over hard surfaces (e.g., pavement) for each doubling of the distance. For example, if a noise source produces a noise level of 89 dBA at a reference distance of 50 feet, then the noise level would be 83 dBA at a distance of 100 feet over hard surface from the noise source, 77 dBA at a distance of 200 feet, and so on. Noise levels generated by a mobile source will decrease by approximately 3 dBA over hard surfaces for each doubling of the distance.

This noise analysis discusses sound levels in terms of Community Noise Equivalent Level (CNEL) and Equivalent Noise Level (L_{eq}). CNEL is an average sound level during a 24-hour period. CNEL is a noise measurement scale, which accounts for noise source, distance, single event duration, single event occurrence, frequency, and time of day. Human reaction to sound between 7:00 p.m. and 10:00 p.m. is perceived as if the sound were actually 5 dBA higher than if it occurred from 7:00 a.m. to 7:00 p.m. From 10:00 p.m. to 7:00 a.m., humans perceive sound as if it were 10 dBA higher due to the lower background noise level. Hence, the CNEL is obtained by adding an additional 5 dBA to sound levels in the evening from 7:00 p.m. to 10:00 p.m. and 10 dBA to sound levels in

the night from 10:00 p.m. to 7:00 a.m. Because CNEL accounts for human sensitivity to sound, the CNEL is always a higher number than the actual 24-hour average. L_{eq} is the average noise level on an energy basis for any specific time period. The L_{eq} for one hour is the average energy noise level during the hour. The average noise level is based on the energy content (acoustic energy) of the sound. L_{eq} can be thought of as the level of a continuous noise which has the same energy content as the fluctuating noise level. The equivalent noise level is expressed in units of dBA.

Summary of Applicable Noise Regulations/Standards

The City has established noise standards to control unnecessary, excessive and annoying noise. The standards are codified in IMC Chapter 5, Article 2 (Noise Regulations). Construction noise is governed by IMC Section 5-41 (Construction of Building and Projects, Noise Regulated), which prohibits the use of construction tools, equipment, or the performance of any outside construction between the hours of 7:00 a.m. to 8:00 p.m. on buildings, structures, or projects within 500 feet of a residential zone in such a manner that a reasonable person residing in the area is caused discomfort or annoyance unless beforehand a permit therefor has been obtained from the Permits and Licenses Committee of the City.

Base Ambient Noise Levels (BANL), found in IMC Section 5-27 (Base Ambient Noise Levels), are noise levels specified by time period and land use zone. **Table 3-4** below displays the City's BANL. The IMC states that actual noise level measurements that exceed the levels outlined in **Table 3-4** shall be employed as the BANL. Operational noise is governed by IMC Sections 5-30 (Maximum Residential Noise Levels) and Section 5-31 (Maximum Nonresidential Noise Levels), which establishes a maximum duration period during which exterior and interior noise levels on a property may exceed the BANL. Maximum residential noise levels are shown in **Table 3-5**. For commercial and industrial land uses, noise levels shall not exceed the BANL for a maximum of 30 cumulative minutes in any hour.

TABLE 3-4: BASE AMBIENT NOISE LEVELS		
Decibels	Time	Land Use Zone
45 dB(A)	10:00 p.m. – 7:00 a.m.	Residential
55 dB(A)	7:00 a.m. – 10:00 p.m.	Residential
65 dB(A)	Anytime	Commercial and uses not specified
75 dB(A)	Anytime	Industrial

SOURCE: City of Inglewood Municipal Code, Section 5-27 (Base Ambient Noise Level).

The City's General Plan Noise Element provides guidance on improving the safety and health of the community and abatement of excessive noise. The General Plan outlines land use compatibility standards as a guideline for locating new land uses, which have been adopted from the California Office of Noise Control. As shown in **Table 3-6**, the General Plan Noise Element also contains operational noise standards for various noise sensitive uses.

TABLE 3-5: MAXIMUM RESIDENTIAL NOISE LEVELS	
Noise Level Exceeded	Maximum Duration Period Land Use Zone
EXTERIOR NOISE	
BANL	30 minutes in any hour
5 dBA above BANL	15 minutes in any hour
10 dBA above BANL	5 minutes in any hour
15 dBA above BANL	1 minute in any hour
20 dBA above BANL	Not permitted
INTERIOR NOISE	
BANL	5 minutes in any hour
5 dBA above BANL	1 minute in any hour
10 dBA above BANL	Not permitted

SOURCE: City of Inglewood Municipal Code, Section 5-30 (Maximum Residential Noise Levels).

TABLE 3-6: INTERIOR AND EXTERIOR NOISE STANDARDS			
Land Use Categories	Land Use	Noise Level (dBA CNEL)	
		Interior	Exterior
Residential	Single Family, Duplex, Multiple Family	45	65
	Mobile Homes	-	65
Commercial Industrial Institutional	Hotel, Motel, Transient Lodging	45	65
	Commercial Retail, Bank, Restaurant	55	-
	Office Building, Research and Development, Offices, City Office Building	45	-
	Amphitheatre, Concert Hall, Auditorium, Meeting Hall	45	-
	Gymnasium (multipurpose)	50	-
	Sports Club	55	-
	Manufacturing, Warehousing, Wholesale, Utilities	65	-
Institutional	Hospital, Schools' Classroom	45	65
	Church, Library	45	-
	Open Space	-	65

SOURCE: City of Inglewood, General Plan.

Sensitive Land Uses and Existing Noise Levels

Noise- and vibration-sensitive land uses are locations where people reside or where the presence of unwanted sound could adversely affect the use of the land. Residences, schools, hospitals, guest lodging, libraries, and some passive recreation areas would each be considered noise- and vibration-sensitive and may warrant unique measures for protection from intruding noise. Sensitive receptors have been identified along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue are described in Table 3-7.

TABLE 3-7: SENSITIVE LAND USES	
Digital Sign Installation Location	Sensitive Land Uses
Century Blvd. between La Cienega Blvd. and Crenshaw Blvd.	Temporary lodging (hotels/motels), residences, Iglesia Fuente De Vida (place of worship), Cinepolis Luxury Cinemas,
Manchester Blvd. between La Cienega Blvd. to Crenshaw Blvd.	Temporary lodging (hotels/motels), residences, Inglewood Public Library, Inglewood High School, Inglewood Health Care Center, First Presbyterian Church (place of worship), Inglewood Park Cemetery, Academy Cathedral (place of worship)
Prairie Ave. between Manchester Blvd. and Century Blvd.	Temporary lodging (hotels/motels), residences, Iglesia Hispana Central (place of worship)
Florence Ave. between La Cienega Blvd. to Prairie Ave.	Edward Vincent Jr. Park, Inglewood Park Cemetery, West Region CTV Surgeons & Vein Center, United Medical Research Institute
La Cienega Blvd. between Century Blvd. to Florence Ave.	Residences
SOURCE: TAHA, 2024.	

Roadways where the digital signs would be installed are all major arterial roadways. The primary existing source of noise is vehicular traffic along these roadways. According to the California Department of Transportation, noisy urban areas with high traffic volumes typically have a noise level of approximately 70 to 75 dBA. Additional sources of noise in the project area include the I-405 freeway and aircraft flyovers and landings associated with the Los Angeles International Airport.

Construction

Construction activity would result in temporary increases in ambient noise levels in the project area on an intermittent basis. Noise levels would fluctuate depending on the construction phase, equipment type and duration of use, distance between the noise source and receptor, and presence or absence of noise attenuation barriers. Construction of the digital signs would involve minimal equipment and would occur for a limited duration; installation would typically take approximately three days at each project site. Typical noise levels from various types of equipment that may be used during each construction phase are listed in **Table 3-8**.

Construction activities typically require the use of numerous pieces of noise-generating equipment. **Table 3-8** also accounts for the likelihood that multiple pieces of construction equipment would be operating simultaneously and includes the typical overall noise levels that would be expected for each phase of construction. When considered as an entire process with multiple pieces of equipment, the drill footing and column footing phase would generate the loudest noise level of approximately 78.8 dBA L_{eq} at 50 feet assuming the two loudest pieces of construction equipment would be operating at the same time.

Table 3-9 presents the estimated noise levels based on distance from construction activity for informational purposes. Construction activity would typically occur within the sidewalk or center median of the roadway. Construction equipment would typically be located at least 25 feet away from sensitive receptors when occurring on the sidewalk and typically more than 50 feet away when in the center median. At a distance of approximately 25 feet the noise level would be approximately 84.8 dBA, L_{eq} and at distance of 50 feet the noise level would be approximately 78.8 dBA, L_{eq} .

TABLE 3-8: CONSTRUCTION EQUIPMENT NOISE LEVEL RANGES	
Construction Equipment	Noise Level at 50 feet (dBA, L _{eq})
POTHOLE PHASE	
Excavator	72.6
Combined Noise Level	72.6
DRILL FOOTING & COLUMN FOOTING PHASE	
Drill Rig	77.6
Skid Steer Loader	64.3
Dump Truck	72.5
Crane	72.6
Flatbed Truck	70.3
Combined Noise Level	78.8
REPAIR MEDIAN PHASE	
Work Truck	71.0
Combined Noise Level	71.0
CLADDING, DISPLAYS CABINET, CONNECT DISPLAYS PHASE	
Crane	72.6
Flatbed Truck	70.3
Combined Noise Level	74.6
SOURCE: FHWA, Roadway Construction Noise Model, Version 1.1, 2008.	

TABLE 3-9: CONSTRUCTION NOISE LEVELS BY DISTANCE	
Distance to Construction (Feet)	Typical Construction Noise Level at Sensitive Receptor (dBA, L _{eq})
25	84.8
50	78.8
100	72.8
200	66.8
300	63.2
400	60.7
500	58.8
SOURCE: TAHA, 2024.	

Construction activity would occur along major arterial roadways which already have elevated noise levels versus if construction activity occurred in quieter residential areas. As noted above under sensitive land uses and existing noise levels, noisy urban areas with high traffic volumes typically have a noise level of approximately 70 to 75 dBA, which would be similar to anticipated construction noise levels. The proposed project would not include nighttime construction during more noise-sensitive hours. Hauling trips would be limited to equipment delivery with minimal material export due to the limited requirements for potholing. Off-site truck trips would therefore not be a significant source of noise. The City controls noise exposure from typical construction activities through time limitations. Construction would comply with the IMC Section 5-41 allowable construction hours of 7:00 a.m. to 8:00 p.m., which is designed to control noise exposure. Therefore, the proposed project would result in a less-than-significant impact related to construction noise.

Operations

No operational sources of noise would be included as part of the proposed project. The digital signs would not include sound and would solely display visual information. Therefore, no impact would occur related to operational noise.

b) Less-Than-Significant Impact

Construction

Construction activity can generate varying degrees of vibration, depending on the construction procedure and the construction equipment used. Operation of construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance from the source. The effect on buildings located in the vicinity of a construction site often varies depending on soil type, ground strata, and construction characteristics of the receiver building(s). The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, and to damage at the highest levels.

The primary concern regarding construction vibration relates to building damage, which is assessed in terms of peak particle velocity (PPV). The operation of heavy construction equipment in close proximity to sensitive structures can result in vibration damage. Typical vibration levels associated with relevant construction equipment are provided in **Table 3-10**. Importantly, construction would not require pile driving.

TABLE 3-10: VIBRATION VELOCITIES FOR CONSTRUCTION EQUIPMENT		
Equipment	Peak Particle Velocity at 25 feet (Inches/Second)	Vibration Decibels at 25 feet (Micro-Inches/Second)
Loaded Trucks	0.076	86
Small Bulldozer	0.003	58

SOURCE: FTA, *Transit Noise and Vibration Impact Assessment*, September 2018.

The City has not established vibration standards for construction activities. The Federal Transit Administration (FTA) has published guidance stating that non-engineer timber and masonry buildings (typical single-family residences) can withstand a PPV up to 0.2 inches per second; engineered concrete and masonry buildings (e.g., typical commercial and multi-family residential buildings) can withstand a PPV up to 0.3 inches per second without experiencing damage. Structures would typically be at least 25 feet away from construction equipment as the construction sites would be on the sidewalk or in the center median of the roadway. Construction vibration levels would not exceed the vibration damage threshold of 0.2 or 0.3 inches per second. Therefore, the proposed project would result in a less-than-significant impact related to vibration damage.

Vibration annoyance is another concern related to construction activity, which is assessed in terms of vibration decibels (VdB). However, perceptible vibration is not typically a concern for human health and is a common occurrence within the urban environment. Land uses particularly sensitive to vibration annoyance during daytime construction hours include, but are not limited to, hospitals, schools, museums, concert halls, television studios, recording studios, auditoriums, theaters, and research facilities with sensitive equipment (e.g., microscopes). **Table 3-11** shows that vibration levels would not exceed the annoyance criteria at vibration sensitive uses. Therefore, the proposed project would result in a less-than-significant impact related to vibration annoyance.

TABLE 3-11: CONSTRUCTION VIBRATION LEVELS AT SENSITIVE RECEPTORS (ANNOYANCE)

Sensitive Receptor	Distance (feet) /a/	Vibration Level (VdB)	Threshold (VdB)	Exceed Threshold?
Inglewood High School	50	49	75	No
West Region CTV Surgeons & Vein Center	90	41	65	No
Cinepolis Luxury Cinemas	180	32	65	No
United Medical Research Institute	360	23	65	No

/a/ Measured from the project site to the nearest structure.
SOURCE: TAHA, 2024.

In addition to on-site construction activities, construction trucks on the roadway network have the potential to expose vibration-sensitive land uses. Rubber-tired vehicles, including trucks, rarely generate perceptible vibration.²² It is not anticipated that project-related trucks would generate perceptible vibration adjacent to the roadway network. Therefore, the proposed project would result in a less-than-significant impact related to construction vibration.

Operations

The proposed project would not include significant sources of vibration. The digital signs would be stationary and would not generate any vibration. Therefore, no impact would occur related to operational vibration.

- c) **No Impact.** The proposed project is located adjacent to the Los Angeles International Airport Land Use Plan. The proposed project would consist of non-noise sensitive digital signs. Therefore, no impact would occur related to excessive aircraft.

²²Federal Transportation Authority (FTA), *Transit Noise and Vibration Impact Assessment*, September 2018.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.14 POPULATION AND HOUSING - Would the project:				
a) Induce substantial unplanned population growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a) **No Impact.** A significant impact would occur if the proposed project would induce substantial population growth that would not have otherwise occurred as rapidly or in as great a magnitude. No residential development is proposed under the project; therefore, the proposed project would not directly induce population growth in the area. Additionally, the proposed project would not require or result in the extension of utilities or roadways. The proposed project would generate a small number of short-term construction jobs; however, construction employment would be absorbed from the local labor force rather than attract new workers to the region. Therefore, no impact would occur.
- b) **No Impact.** A significant impact would occur if the proposed project would displace substantial numbers of existing people or housing. The proposed project includes the installation of digital signs within the public ROW, which are non-habitable structures and would not displace existing people or require the construction of replacement housing. Therefore, no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.15 PUBLIC SERVICES - Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a.i) No Impact. A significant impact would occur if the proposed project would result in substantial adverse impacts such that fire protection services would not be able to adequately serve the proposed project, necessitating a new station or physical alteration of a fire station. The Los Angeles County Fire Department (LACFD) provides fire protection and paramedic services to residents and businesses within the City. The City of Inglewood has a total of four LACFD Fire Stations: Fire Station 171 (141 West Regent Street), Fire Station 172 (810 Centinela Avenue), Fire Station 173 (9001 South Crenshaw Boulevard), and Fire Station 4 (10701 South Crenshaw Boulevard).

The proposed project includes the installation of digital screens, which are unmanned and non-habitable structures and would not increase demands for fire protection and emergency medical services nor require the need for new or physically altered fire facilities. Project construction may generate traffic associated with the movement of construction equipment, removal of demolition and excavation materials, and construction worker trips. Flammable materials and liquids may also be present during construction. Construction of the proposed project would require temporary lane closures and may require temporary closures to bicycle lanes and sidewalks. The project applicant would develop a Construction Management Plan to address potential impacts to the circulation system resulting from construction activities. The project applicant would communicate the provisions of the Construction Management Plan, including procedures for temporary lane closures, to the LACFD, who would review and approve of the Plan. Construction activities would not involve the closure of an entire street and emergency access would remain available along all surrounding streets. Therefore, no impact would occur.

a.ii) No Impact. A significant impact would occur if the proposed project would result in substantial adverse impacts such that police and law enforcement services are unable to maintain acceptable performance objectives. The Inglewood Police Department (IPD) provides police protection services to residents and businesses within the City of Inglewood. IPD headquarters is located at One West Manchester Boulevard. The

proposed project includes the installation of digital screens, which are unmanned and non-habitable structures and would not increase demands for police protection. As discussed in Response to Checklist Question 3.15(a.i), construction of the proposed project would require temporary lane closures and may require temporary closures to bicycle lanes and sidewalks. The Construction Management Plan would address potential impacts to the circulation system and include procedures for temporary lane closures. The project applicant would communicate the provisions of the Construction Management Plan, including procedures for temporary lane closures, to the IPD, who would review and approve of the Plan. Therefore, no impact would occur.

- a.iii) **No Impact.** A significant impact would occur if the proposed project would create a substantial employment or population growth, which could generate a demand for school facilities that would exceed the capacity of the school district, necessitating a new school or physical alteration of an existing school, the construction of which would cause a significant environmental impact. The proposed project includes the installation of digital screens, which are unmanned and non-habitable structures and would not generate an increase in the student population in the area nor require the need for new or physically altered school facilities. Therefore, no impact would occur.
- a.iv) **No Impact.** A significant impact would occur if the proposed project would exceed the capacity or capability of the local park system. The City's Parks, Recreation and Community Services Department is responsible for the provision, maintenance, and operation of public recreational and park facilities and services within the City. The proposed project includes the installation of digital screens, which are unmanned and non-habitable structures and would not increase demands for parks. The proposed project does not include the development of any residential uses or the development of any uses that would generate new residents. Therefore, no impact would occur.
- a.v) **No Impact.** A significant impact would occur if the proposed project would result in substantial employment or population growth that could generate a demand for other public facilities, including roads, transit, utilities, and libraries, which exceed the capacity available to serve the project sites, necessitating new or physically altered public facilities, the construction of which would cause significant environmental impacts. The City is served by the Inglewood Public Library system, the closest Inglewood Public Library is located at Crenshaw Imperial Branch Library, located at 11141 Crenshaw Boulevard approximately two miles south of the project sites. An increase in the demand for libraries is typically associated with residential development. The Proposed Project does not include the development of any residential uses or the development of any uses that would generate new residents. Therefore, no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.16 RECREATION - Would the project:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) No Impact. A significant impact would occur if the proposed project increased the use of existing park and recreational facilities so as to accelerate or induce their physical deterioration. The City of Inglewood has a total of 11 parks and two community centers. As discussed in Response to Checklist Question 3.15(a.iv), the proposed project does not include the development of any residential uses or the development of any uses that would generate new residents. The proposed project would not substantially increase the use of existing neighborhood and regional parks or other recreational facilities that would cause adverse deterioration or acceleration of deterioration. The proposed project would not include recreational facilities or require the construction or expansion of recreational facilities. Therefore, no impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.17 TRANSPORTATION - Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a) **Less-Than-Significant Impact.** A significant impact would occur if the proposed project would conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

The proposed project would not change roadway designations from those in the Circulation Element of City's General Plan and would be consistent with adopted plans and policies related to the circulation system. Construction activities would require temporary lane closures, which would temporarily reduce travel lanes in the construction area. Bicycle lanes and sidewalks may be temporarily closed during construction. However, a Construction Management Plan would be developed to include appropriate measures to maintain vehicular, bicycle, and pedestrian connectivity in the project area. Signage would be provided to alert drivers, bicyclists and pedestrians of detours around construction staging areas.

Installation of the proposed digital displays would generate small numbers of worker commute trips and heavy truck trips. However, the traffic generated during the construction phase would be minimal and would cease upon installation of the digital signs, which would occur in phases. During operations, the circulation network would remain unchanged compared to existing conditions, and no aspects of the proposed project would result in the generation of any traffic.

The proposed project would not conflict with policies supporting alternative transportation modes, and no changes to exiting bicycle or pedestrian facilities would occur. The proposed project would not change or alter existing streets and it would not impact other existing circulation infrastructure. Therefore, the proposed project would not conflict with the Circulation Element of the Inglewood General Plan, and a less-than-significant impact would occur.

- b) **Less-Than-Significant Impact.** A significant impact would occur if the project was inconsistent with CEQA Guidelines Section 15064.3(b). Senate Bill (SB) 743 was enacted in 2013 to further the assessment of transportation impacts under CEQA, and in 2018 CEQA Guidelines were published that incorporate SB 743 by promulgating the use of vehicle miles traveled (VMT) and VMT reductions as a significance threshold metric.

Temporary worker commute trips and heavy truck trips would generate minimal VMT during construction. Installation of the digital signs would occur in phases to reduce impacts related to traffic generated by temporary lane closures. No aspects of the proposed project's operational phase would result in an increase in VMT. Therefore, the proposed project would not have the potential to conflict with VMT reduction efforts of SB 743, and a less-than-significant impact would occur.

- c) **No Impact.** A significant impact would occur if the proposed project substantially increased hazards due to a geometric design feature or incompatible uses. Construction of the proposed project would result in temporary lane closures within the construction area, and bicycle lanes and sidewalks in the project area may need to be closed temporarily. The Construction Management Plan would include the provision of appropriate signage to alert drivers, bicyclists and pedestrians of detours.

The digital signs would be installed within the public ROW of major streets, and installation of the digital signs would not involve any major changes to existing on-site circulation patterns, building footprints, or landscaping. The proposed project would not include the construction of any new roads or the modification of any existing roads that would result in an increase in hazards. As stated in Response to Checklist Question 3.1(c), the digital signs would include automatic dimming technology to ensure that the digital displays are no brighter than 0.3 footcandles above ambient lighting. Additionally, the proposed project design would also be reviewed by the Planning Division and the LACFD during the City's plan review process to ensure all applicable requirements are met. The digital signs would therefore not introduce any hazardous design features or incompatible uses, and no impact would occur.

- d) **Less-Than-Significant Impact.** A significant impact would occur if the proposed project would result in inadequate emergency access. Construction of the digital signs would require temporary lane closures. However, the project applicant would communicate the provisions of the Construction Management Plan, including procedures for temporary lane closures, to the LACFD and IPD. During operations, emergency access points and roadways adjacent to and surrounding the proposed digital signs would remain unchanged from the existing conditions. The project design would comply with the City's applicable emergency access requirements and LACFD requirements regarding fire emergency access. Therefore, a less-than-significant impact would occur.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.18 TRIBAL CULTURAL RESOURCES - Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- a) **Less-Than-Significant Impact with Mitigation Incorporated.** A significant impact would occur if the proposed project would cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Resources of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). The proposed project would install kiosks and digital street displays within the public ROW of Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue in the City. There are no historic resources on, adjacent to, or in proximity to the project sites listed in the California Register of Historical Resources pursuant to in Section 15064.5. The City does not currently have a historic preservation ordinance. The City has one landmark listed under its historic preservation program as defined in Public Resources Code Section 5020.1(k), Centinela Springs²³, which is located approximately three miles north of the project sites. The other 112 sites, which are primarily clustered around the City's Downtown, have been found to be potentially eligible properties²⁴.

In compliance with Assembly Bill 52, Native American nations traditionally and culturally affiliated with the geographic area of the project sites were notified of the proposed project. To ensure that any inadvertent discovery of tribal cultural resources encountered during ground-disturbing activities are properly documented, salvaged, and protected, the Kizh Nation recommended that mitigation measures be imposed on the proposed project. Therefore, with implementation of Mitigation Measures TCR-1 through TCR-3, impacts related to the tribal cultural resources would be less than significant.

- b) **Less-Than-Significant Impact with Mitigation Incorporated.** A significant impact would occur if the proposed project would cause a substantial adverse change in the significance of a tribal cultural resource determined by the lead agency, in its discretion and supported

²³California Office of Historic Preservation, *California Historical Resources*, <https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=19>, accessed September 2024.

²⁴Los Angeles Conservancy, *Inglewood*, <https://www.laconservancy.org/communities/inglewood>, accessed September 2024.

by substantial evidence, to be significant pursuant to criteria set forth in Public Resources Code Section 5024.1(c). As discussed in Response to Checklist Question 3.18(a), Native American nations affiliated with the geographic area of the project sites were notified of the proposed project, and the Kizh Nation recommended that mitigation measures be imposed on the proposed project to ensure that any inadvertent discovery of tribal cultural resources encountered during ground-disturbing activities are properly documented, salvaged, and protected. Therefore, with implementation of Mitigation Measures **TCR-1** through **TCR-3**, impacts related to the tribal cultural resources would be less than significant.

MITIGATION MEASURES

TCR-1 The project applicant shall retain and compensate a Tribal monitor/consultant who is approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government and listed under the Native American Heritage Commission's Tribal Contact list for the project area. The Tribal monitor/consultant shall be present during all ground-disturbing activities, both on-site and off-site, associated with the project. Ground disturbing activities are defined by the Gabrieleño Band of Mission Indians-Kizh Nation as activities that may include, but are not limited to, pavement removal, pot-holing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the project area. The tribal monitor/consultant shall complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when the project sites' grading and excavation activities are completed, or when the tribal representatives and monitor/consultant have indicated that the site has a low potential for impacting Tribal Cultural Resources.

TCR-2 Upon discovery of any archaeological resources, construction activities shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and Tribal monitor/consultant approved by the Gabrieleño Band of Mission Indians-Kizh Nation. If the resources are Native American in origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request reburial or preservation for educational purposes. Work may continue on other parts of the project while evaluation and, if necessary, mitigation takes place.

If a resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource", time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and Public Resources Code Section 21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to a local school or historical society in the area for educational purposes.

TCR-3 Native American human remains are defined in Public Resources Code Section 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. Health and Safety Code 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and excavation halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission and Public Resources Code Section 5097.98 shall be followed.

Upon discovery, the tribal and/or archaeological monitor/consultant/consultant will immediately divert work at minimum of 150 feet and place an exclusion zone around the burial. The monitor/consultant(s) will then notify the tribe, the qualified lead archaeologist, and the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the finds are determined to be Native American, the coroner will notify the Native American Heritage Commission as mandated by state law who will then appoint a Most Likely Descendent (MLD).

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.19 UTILITIES AND SERVICE SYSTEMS - Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a) **No Impact.** A significant impact would occur if the proposed project would require or result in the relocation or construction of new utilities facilities or service systems, which would cause significant environmental effects. Utility companies serving the proposed project would include Golden State Water Company for water services, Los Angeles County Sanitation Districts (LACSD) for wastewater services, the City of Inglewood for stormwater drainage management, Southern California Edison for electric services, Southern California Gas Company for natural gas facilities, and Spectrum for telecommunication facilities.

Construction activities would generate minimal water usage via the use of water on graded areas to prevent fugitive dust. Runoff generated from construction watering activities would be channeled into the City's storm water drainage system. Wastewater would be generated via portable toilets located at construction staging areas. These activities would not generate sufficient water or wastewater to require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities. The proposed project would involve the use of natural gas or telecommunications facilities.

Operational activities would use electricity to power the digital signs 24 hours per day. The digital signs would be comprised of energy efficient LED lights and would be equipped with automatic dimmer technology to adjust the brightness depending on ambient lighting conditions. The proposed project would not consume sufficient electricity to require or result in the construction of new electricity generation facilities or the expansion of existing facilities. Therefore, no impact would occur.

- b) **No Impact.** A significant impact would occur if the proposed project would increase water usage such that the project sites would not have enough water supplies during normal, dry and multiple dry years. As discussed in Response to Checklist Question 3.19(a), the proposed project would use minimal water supplies to cover graded areas during construction. Water usage would not be sufficient to deplete existing water supplies such that the Golden State Water Company would not have enough water supplies during normal, dry, or multiple dry years. Operations of the digital signs would not require the use of water or require any connections to municipal water supplies. Therefore, no impact would occur.
- c) **No Impact.** A significant impact would occur if the proposed project's water demand exceeded the capacity of the project sites' wastewater treatment provider. Wastewater generated within the City is conveyed to the A.K. Warren Water Resource Facility, formerly known as Joint Water Pollution Control Plant (JWPCP), in Carson via interceptor sewers managed by the LACSD. JWPCP treats 260 million gallons per day (MGD) with a design capacity to process 400 MGD of wastewater.²⁵ As discussed in Response to Checklist Question 3.19(a), construction of the proposed project would generate minimal amounts of wastewater from the portable toilets located at construction staging areas. The proposed project's wastewater demand would be met, and the proposed project would not cause JWPCP's flow to rate to exceed capacity. Operations of the digital signs would not require any connections to LACSD collection and treatment system, nor generate any wastewater. Therefore, no impact would occur.
- d-e) **Less-Than-Significant Impact.** A significant impact would occur if the proposed project would generate solid waste in excess of State or local standards, the capacity of local infrastructure, or State and local solid waste reduction goals; or if the proposed project would not comply with federal, state, and local management and reduction statutes and regulations related to solid waste. Solid waste generated within the City is disposed of at landfill facilities throughout Los Angeles County. collection services for most multi-family residential developments within the City. Solid waste transported by both public and private haulers is recycled, reused, transformed at a waste-to-energy facility, or disposed of at a landfill. The Waste Management Act (Assembly Bill 939) requires each California City and County to prepare, adopt, and submit to the California Department of Resources Recycling and Recovery (CalRecycle) a source reduction and recycling element (SRRE) that demonstrates how the jurisdiction would meet Assembly Bill 939's mandated diversion goals of 50 percent.
- Installation of the digital signs would generate solid waste in the form of sidewalk and/or asphalt demolition debris. However, solid waste generation would be minimal and would cease upon installation of each digital sign. No aspects of the proposed project's operations would result in the generation of solid waste. A portion of solid waste generated by the proposed project would be recycled in accordance to Assembly Bill 939. The proposed project would not generate excess solid waste that would impair the City's attainment of solid waste diversion per Assembly Bill 939. The proposed project can be adequately served by the City's solid waste provider and would comply with regulations related to solid waste. Therefore, a less-than-significant impact would occur.

²⁵Los Angeles County Sanitation District, *A.K. Warren Water Resource Facility*, <https://www.lacsd.org/services/wastewater-sewage/facilities/ak-warren-water-resource-facility>, accessed September 2024.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.20 WILDFIRE - If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-d) No Impact. A significant impact would occur if the proposed project would substantially impair an adopted emergency response plan or emergency evacuation plan. The Board of Forestry and Fire Protection is a Governor-appointed body, whose mission is to lead California in developing policies and programs that serve the public interest in environmentally, economically and socially sustainable forest and rangeland management; and a fire protection system that protects and serves the people of the state. One of its statutory responsibilities are to provide direction and guidance to the Department of California of Forestry and Fire Protection (CAL FIRE). CAL FIRE's mission emphasizes the management and protection of California's natural resources; a goal that is accomplished through ongoing assessment and study of the State's natural resources and an extensive CAL FIRE Resource Management Program. CAL FIRE maintains a list of cities that are considered Very High Fire Hazard Severity Zones (VHFHSZ).²⁶ The City of Inglewood is currently not on the VHFHSZ list. The nearest VHFHSZ is located north of the proposed project within the Kenneth Hahn State Recreation Area. The project area is relatively flat and located in an urbanized part of the City developed with commercial and residential uses. There are no slopes or hills that would potentially expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. The proposed project would not require installation or maintenance of associated structures that may exacerbate fire risk or that may require in temporary or ongoing impacts to the environment. Furthermore, the proposed project would not affect or interfere with emergency/disaster routes in the project area. Therefore, no impact would occur.

²⁶California Department of Forestry and Fire Protection, *Cities for which CAL FIRE has made recommendations on Very High Fire Hazard Severity Zones (VHFHSZ)*, <https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008>, accessed September 2024.

	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
3.21 MANDATORY FINDINGS OF SIGNIFICANCE - Would the project:				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts which are individually limited, but cumulatively considerable? (Cumulatively considerable means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) **Less-Than-Significant Impact with Mitigation Incorporated.** A significant impact would occur if the proposed project would cause the loss or destruction of individuals of a species or degrade a sensitive habitat. The preceding analyses conclude that no significant unmitigated impacts to the environment would occur. The project sites are within a highly urbanized area surrounded by residential, commercial, and institutional uses. The proposed project would be constructed within the public ROW, and the construction staging areas would not contain, abut, or be in proximity to sensitive natural resources. As demonstrated in Response to Question 3.4 Biological Resources, the proposed project would not reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. The proposed project would have minimal potential to impact sensitive wildlife species and natural communities during construction activities. The project sites do not contain riparian habitat or other sensitive natural communities and does not contain wetlands.

The proposed project would not eliminate important examples of major periods of California history or prehistory since no historic resources are located on the project sites and construction activities associated with the proposed project are not expected to disturb any undiscovered archaeological resources (See Section 3.5, Cultural Resources and Section 3.18, Tribal Cultural Resources). The proposed project would involve minor grading activities within the public ROW, which has been subject to grading and development activities multiple times. However, there is the potential for such actions to unearth, expose, or disturb subsurface Native American resources that were not observable on the surface. However, with the implementation of Mitigation Measures TCR-1 through TCR-3, potential impacts to tribal cultural resources that represent major periods of California history or prehistory would be reduced to less than significant.

- b) **Less-Than-Significant Impact with Mitigation Incorporated.** A significant impact would occur if the proposed project, in conjunction with related projects, would result in impacts that are less than significant when viewed separately but significant when viewed together. Although projects may be constructed in the vicinity of the proposed project, the impacts of each additional project will be evaluated and mitigated on a case by case basis; therefore, the cumulative impacts to which the proposed project would contribute would be less than significant. In addition, all potential impacts of the proposed project would be reduced to less-than-significant levels with implementation of the mitigation measures included in this Initial Study and compliance with existing regulations. None of these potential impacts are considered cumulatively considerable. Related projects would be subject to the same regulations. Therefore, with mitigation measures incorporated, the proposed project, in conjunction with related projects, would not result in significant cumulatively considerable impacts.
- c) **Less-Than-Significant Impact with Mitigation Incorporated.** A significant impact may occur if the proposed project has the potential to cause substantial adverse effects on human beings, either directly or indirectly. All potential impacts of the proposed project have been identified, and mitigation measures have been prescribed, where applicable, to reduce all potential impacts to less-than-significant levels. Upon implementation of mitigation measures included in this Initial Study and compliance with existing regulations, the proposed project would not have the potential to result in substantial adverse impacts on human beings either directly or indirectly.

4.0 LIST OF PREPARERS AND SOURCES CONSULTED

This section also documents all the sources that contributed in the preparation of this IS/MND.

4.1 LEAD AGENCY

City of Inglewood
Economic and Community Development Department
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One Manchester Boulevard
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4.2 INITIAL STUDY PREPARERS

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Natasha Mapp, Document Production

4.3 SOURCES CONSULTED

California Air Pollution Officers Association, *California Emissions Estimator Model (CalEEMod, Version 2022.1)*.

California Department of Conservation, *Earthquake Zones of Required Investigation*, <https://maps.conservation.ca.gov/cgs/EQZApp/app/>, accessed September 2024.

California Department of Conservation, *Landslide Inventory*, <https://maps.conservation.ca.gov/cgs/lsi/app/>, accessed September 2024.

California Department of Conservation, *Williamson Act Program*, <https://www.conservation.ca.gov/dlrp/wa/>, accessed September 2024.

California Department of Fish and Wildlife, *California Natural Diversity Database*, <https://www.wildlife.ca.gov/Data/CNDDDB/Maps-and-Data/>, accessed September 2024.

California Department of Forestry and Fire Protection, *Cities for which CAL FIRE has made recommendations on Very High Fire Hazard Severity Zones (VHFHSZ)*, <https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008>, accessed September 2024.

- California Department of Transportation, *California Scenic Highway Mapping System, Los Angeles County*, <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>, accessed September 2024.
- California Environmental Protection Agency Climate Action Team, *Climate Action Report to Governor Schwarzenegger and the California Legislator*, March 2006.
- City of Inglewood, *Energy and Climate Action Plan (ECAP)*, 2013.
- City of Inglewood, *Land Use Element of the General Plan*, adopted September 14, 2016.
- County of Los Angeles Department of Public Works, *Disaster Routes*, https://dpw.lacounty.gov/dsg/DisasterRoutes/map/disaster_rdm-South.pdf, accessed September 2024.
- Department of Toxic Substances Control, *EnviroStor*, <https://www.envirostor.dtsc.ca.gov/public/>, accessed September 2024.
- Department of Toxic Substances Control, *GeoTracker*, <https://geotracker.waterboards.ca.gov/>, accessed September 2024.
- Federal Emergency Management Agency, *FEMA's National Flood Hazard Layer (NFHL) (Viewer)*, <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd>, accessed September 2024.
- Federal Transportation Authority (FTA), *Transit Noise and Vibration Impact Assessment*, September 2018.
- Los Angeles Conservancy, *Inglewood*, <https://www.laconservancy.org/communities/inglewood>, accessed September 2024.
- Los Angeles County Airport Land Use Commission, *Los Angeles International Airport – Airport Influence Area*, https://case.planning.lacounty.gov/assets/upl/project/aluc_airport-lax.pdf, accessed September 2024.
- Los Angeles County Sanitation District, *Joint Water Pollution Control Plant (JWPCP)*, <https://www.lacsd.org/services/wastewater-sewage/facilities/joint-water-pollution-control-plant>, accessed September 2024.
- South Coast Air Quality Management District, *CEQA Air Quality Handbook (Version 3)*, November 2001.
- South Coast Air Quality Management District, *Air Quality Analysis Guidance Handbook*, <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook>.
- South Coast Air Quality Management District, *Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold*, October 2008.
- South Coast Air Quality Management District, *Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #15*, September 28, 2010, [http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-\(ghg\)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-minutes.pdf?sfvrsn=2](http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-minutes.pdf?sfvrsn=2); Accessed on September 25, 2024.

Appendix A

Air Quality Calculations

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Inglewood Digital Kiosk & Sign Network
Construction Start Date	6/16/2025
Operational Year	2025
Lead Agency	City of Inglewood
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.20
Precipitation (days)	17.8
Location	33.94562856296328, -118.35253432301622
County	Los Angeles-South Coast
City	Inglewood
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	4548
EDFZ	7
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.28

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Other Non-Asphalt Surfaces	0.60	1000sqft	0.01	0.00	0.00	0.00	—	Assume 10 square feet per install, 60 installs.
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1.3. User-Selected Emission Reduction Measures by Emissions Sector

Sector	#	Measure Title
Construction	C-2*	Limit Heavy-Duty Diesel Vehicle Idling
Construction	C-3	Use Local Construction Contractors

* Qualitative or supporting measure. Emission reductions not included in the mitigated emissions results.

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Lim/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.30	1.09	10.1	14.5	0.02	0.32	0.64	0.96	0.29	0.15	0.45	—	3,254	3,254	0.14	0.10	3.04	3,289
Mit.	1.30	1.09	10.1	14.5	0.02	0.32	0.64	0.96	0.29	0.15	0.45	—	3,254	3,254	0.14	0.10	3.04	3,289
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.13	0.11	1.05	1.41	< 0.005	0.03	0.06	0.10	0.03	0.02	0.05	—	335	335	0.01	0.01	0.13	338
Mit.	0.13	0.11	1.05	1.41	< 0.005	0.03	0.06	0.10	0.03	0.02	0.05	—	335	335	0.01	0.01	0.13	338
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Unmit.	0.02	0.02	0.19	0.26	< 0.005	0.01	0.01	0.02	0.01	< 0.005	0.01	—	55.4	55.4	< 0.005	0.02	56.0
Mit.	0.02	0.02	0.19	0.26	< 0.005	0.01	0.02	0.02	0.01	< 0.005	0.01	—	55.4	55.4	< 0.005	0.02	56.0
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	75.0	100	550	150	—	150	150	—	—	55.0	—	—	—	—	—	—
Unmit.	—	No	No	No	No	—	No	No	—	—	No	—	—	—	—	—	—
Mit.	—	No	No	No	No	—	No	No	—	—	No	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	75.0	100	550	150	—	150	150	—	—	55.0	—	—	—	—	—	—
Unmit.	—	No	No	No	No	—	No	No	—	—	No	—	—	—	—	—	—
Mit.	—	No	No	No	No	—	No	No	—	—	No	—	—	—	—	—	—

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	1.30	1.09	10.1	14.5	0.02	0.32	0.64	0.96	0.29	0.15	0.45	—	3,254	3,254	0.14	0.10	3.04	3,289
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.13	0.11	1.05	1.41	< 0.005	0.03	0.06	0.10	0.03	0.02	0.05	—	335	335	0.01	0.01	0.13	338

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Off-Road Equipment	0.42	0.36	3.97	5.44	0.01	0.14	—	0.14	0.13	—	0.13	—	1,122	1,122	0.05	0.01	—	1,126
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.33	0.45	< 0.005	0.01	—	0.01	0.01	—	0.01	—	92.3	92.3	< 0.005	< 0.005	—	92.6
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.06	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	< 0.005	< 0.005	—	15.3	15.3	< 0.005	< 0.005	—	15.3
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.13	0.00	0.03	0.03	0.03	138	138	0.01	< 0.005	0.51	140							
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	0.02	< 0.005	< 0.005	0.01	< 0.005	63.5	63.5	< 0.005	0.01	0.17	66.3							
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—							
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—							
Worker	0.01	0.01	0.01	0.10	0.00	0.02	0.00	< 0.005	< 0.005	< 0.005	21.9	21.9	< 0.005	< 0.005	0.04	22.2							
Vendor	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	10.4	10.4	< 0.005	< 0.005	0.01	10.9							
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—							
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	< 0.005	0.00	< 0.005	< 0.005	< 0.005	3.62	3.62	< 0.005	< 0.005	0.01	3.67							
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	1.73	1.73	< 0.005	< 0.005	< 0.005	1.80							
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							

3.7. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e	
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.16	0.13	1.31	1.78	< 0.005	0.05	—	0.05	—	280	280	0.01	< 0.005	—	281
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.11	0.15	< 0.005	< 0.005	—	< 0.005	—	23.0	23.0	< 0.005	< 0.005	—	23.1
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	—	3.81	3.81	< 0.005	< 0.005	—	3.82
Paving	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.70	0.00	0.13	0.13	0.00	0.03	0.03	138	0.01	< 0.005	0.51	140
Vendor	< 0.005	< 0.005	0.07	0.04	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	63.5	< 0.005	0.01	0.17	66.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Mobile source emissions results are presented in Sections 2.6. No further detailed breakdown of emissions is available.

4.1.2. Mitigated

Mobile source emissions results are presented in Sections 2.5. No further detailed breakdown of emissions is available.

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	671	671	0.06	0.01	—	—	675
undefined	—	—	—	—	—	—	—	—	—	—	—	—	43.1	43.1	< 0.005	< 0.005	—	—	43.3
Total	—	—	—	—	—	—	—	—	—	—	—	—	714	714	0.07	0.01	—	—	718
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	671	671	0.06	0.01	—	—	675
undefined	—	—	—	—	—	—	—	—	—	—	—	—	43.1	43.1	< 0.005	< 0.005	—	—	43.3
Total	—	—	—	—	—	—	—	—	—	—	—	—	714	714	0.07	0.01	—	—	718

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e	
Daily Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscaping Equipment	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	—	0.00
Total	< 0.005	< 0.005	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	—	0.00
Daily Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.4.2. Mitigated

Criteria Pollutants (lb/day for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipm ent Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00	0.00

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipm ent Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.4. Soil Carbon Accumulation By Vegetation Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.5. Above and Belowground Carbon Accumulation by Land Use Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.6. Avoided and Sequestered Emissions by Species - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Paving	Paving Equipment	Diesel	Average	1.00	6.00	81.0	0.42
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5.2.2. Mitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	4.00	33.0	0.73
Demolition	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Site Preparation	Bore/Drill Rigs	Diesel	Average	1.00	8.00	83.0	0.50
Site Preparation	Cranes	Diesel	Average	1.00	4.00	367	0.29
Site Preparation	Skid Steer Loaders	Diesel	Average	1.00	8.00	71.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	4.00	367	0.29
Building Construction	Aerial Lifts	Diesel	Average	1.00	8.00	46.0	0.31
Paving	Cement and Mortar Mixers	Diesel	Average	1.00	6.00	10.0	0.56
Paving	Paving Equipment	Diesel	Average	1.00	6.00	81.0	0.42

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	10.0	18.5	LDA,LDT1,LDT2
Demolition	Vendor	2.00	10.2	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	0.00	0.00	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	10.0	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	2.00	10.2	HHDT,MHDT
Site Preparation	Hauling	2.00	20.0	HHDT

Site Preparation	Onsite truck	0.00	0.00	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	10.0	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	2.00	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	0.00	—	HHDT
Paving	—	—	—	—
Paving	Worker	10.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	2.00	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	0.00	0.00	HHDT

5.3.2. Mitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	10.0	18.5	LDA,LDT1,LDT2
Demolition	Vendor	2.00	10.2	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	0.00	0.00	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	10.0	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	2.00	10.2	HHDT,MHDT
Site Preparation	Hauling	2.00	20.0	HHDT
Site Preparation	Onsite truck	0.00	0.00	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	10.0	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	2.00	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT

Building Construction	Onsite truck	0.00	—	HHDT
Paving	—	—	—	—
Paving	Worker	10.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	2.00	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	0.00	0.00	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Control Strategies Applied	PM10 Reduction	PM2.5 Reduction
Sweep paved roads once per month	15%	15%

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (Cubic Yards)	Material Exported (Cubic Yards)	Acres Graded (acres)	Material Demolished (Ton of Debris)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	30.0	—
Site Preparation	0.00	60.0	0.00	0.00	—
Paving	0.00	0.00	0.00	0.00	0.01

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction

Water Exposed Area	2	61%	61%
Water Demolished Area	2	36%	36%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Other Non-Asphalt Surfaces	0.01	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2025	0.00	349	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	0.00	0.00	0.00	30.0	0.00	0.00	0.00	600

5.9.2. Mitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.1.2. Mitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	0.00	0.00	36.0

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.10.4. Landscape Equipment - Mitigated

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Other Non-Asphalt Surfaces	702,720	349	0.0330	0.0040	0.00

5.11.2. Mitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)

Other Non-Asphalt Surfaces	702,720	349	0.0330	0.0040	0.00
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5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gall/year)	Outdoor Water (gall/year)
Other Non-Asphalt Surfaces	0.00	0.00

5.12.2. Mitigated

Land Use	Indoor Water (gall/year)	Outdoor Water (gall/year)
Other Non-Asphalt Surfaces	0.00	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Other Non-Asphalt Surfaces	0.00	—

5.13.2. Mitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Other Non-Asphalt Surfaces	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
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5.14.2. Mitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
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5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Air Compressors	Electric	Average	1.00	8.00	46.0	0.45

5.15.2. Mitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Air Compressors	Electric	Average	1.00	8.00	46.0	0.45

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Horsepower	Load Factor
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5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
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5.17. User Defined

Equipment Type	Fuel Type
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5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
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5.18.1.2. Mitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
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5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
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5.18.1.2. Mitigated

Biomass Cover Type	Initial Acres	Final Acres
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5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
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5.18.2.2. Mitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
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6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	5.03	annual days of extreme heat
Extreme Precipitation	5.60	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi. Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi. Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters. Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	1	4	1
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	5	1	4	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt. The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	1	4	1
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	5	1	4	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	29.9
AQ-PM	80.7

AQ-DPM	45.7
Drinking Water	53.5
Lead Risk Housing	99.6
Pesticides	30.3
Toxic Releases	91.3
Traffic	43.6
Effect Indicators	—
CleanUp Sites	0.00
Groundwater	26.2
Haz Waste Facilities/Generators	31.5
Impaired Water Bodies	0.00
Solid Waste	0.00
Sensitive Population	—
Asthma	92.4
Cardio-vascular	86.8
Low Birth Weights	39.5
Socioeconomic Factor Indicators	—
Education	89.1
Housing	58.8
Linguistic	85.2
Poverty	54.0
Unemployment	70.9

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	27.89683049

Inglewood Digital Kiosk & Sign Network Detailed Report, 9/30/2024

Employed	43.98819453
Median HI	23.86757346
Education	—
Bachelor's or higher	19.41485949
High school enrollment	100
Preschool enrollment	56.51225459
Transportation	—
Auto Access	25.92069806
Active commuting	72.65494675
Social	—
2-parent households	61.28576928
Voting	23.00782754
Neighborhood	—
Alcohol availability	4.516874118
Park access	51.94405235
Retail density	94.40523547
Supermarket access	94.25125112
Tree canopy	14.48736045
Housing	—
Homeownership	40.03592968
Housing habitability	13.10150135
Low-inc homeowner severe housing cost burden	13.78159887
Low-inc renter severe housing cost burden	15.83472347
Uncrowded housing	7.827537534
Health Outcomes	—
Insured adults	23.32862826
Arthritis	53.0
Asthma ER Admissions	12.4

High Blood Pressure	48.4
Cancer (excluding skin)	80.0
Asthma	37.3
Coronary Heart Disease	25.9
Chronic Obstructive Pulmonary Disease	37.6
Diagnosed Diabetes	8.5
Life Expectancy at Birth	19.1
Cognitively Disabled	26.7
Physically Disabled	50.9
Heart Attack ER Admissions	14.1
Mental Health Not Good	19.7
Chronic Kidney Disease	14.8
Obesity	11.8
Pedestrian Injuries	77.3
Physical Health Not Good	13.1
Stroke	26.0
Health Risk Behaviors	—
Binge Drinking	65.1
Current Smoker	28.8
No Leisure Time for Physical Activity	17.1
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	10.0
Elderly	88.2
English Speaking	8.2
Foreign-born	84.7
Outdoor Workers	68.8

Climate Change Adaptive Capacity	—
Impervious Surface Cover	15.9
Traffic Density	50.3
Traffic Access	87.4
Other Indices	—
Hardship	86.2
Other Decision Support	—
2016 Voting	11.8

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	75.0
Healthy Places Index Score for Project Location (b)	32.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	Yes
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
 b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Construction: Construction Phases	Construction would occur over 1 month in summer 2025 and 1 month in summer 2026. 30 days of Demo/Site Prep/Paving in 2025 & 2026, 60 days of screen installs/connections in 2025 & 2026.
Construction: Off-Road Equipment	Equipment inventories provided by client.
Construction: Trips and VMT	Maximum 5 workers per day per site. 1 x flatbed for Demo and Panel installs. 1 x work/concrete truck for median/sidewalk repair. 1 x dump truck + 1 x flatbed truck for footing.
Operations: Energy Use	From Applicant: 11,712 kWh/year per kiosk x 60 kiosks
Operations: Off-Road Equipment	Assume 25% of sites need repair/maintenance service per year.

<https://www.cityofinglewood.org/DocumentCenter/View/21069/WOW---Kiosk-MND-2025>

Exhibit 3 to Petition and Complaint

Default Notice

HOLLYWOOD PARK MANAGEMENT COMPANY, LLC
1001 S. Stadium Drive, Inglewood, CA 90301

July 10, 2025

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED; POSTAGE PREPAID)

City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301
Attention: City Administrator/Manager

City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301
Attention: City Attorney

Re: Notice of Default – Amended and Restated Development Agreement (Hollywood Park)

Dear City of Inglewood:

This letter serves as formal written notice of Default to the City of Inglewood (“City”) from the following affiliated Landowners: Pincay RE, LLC; Hollywood Park Residential Investors, LLC; Hollywood Park Retail/Commercial Investors, LLC; HPMU4 LA, LLC; Stadco LA, LLC; Performance Company LA, LLC; HP ResidentialCo 2021, LLC; HP ResidentialCo 2023, LLC; HP Hotel RE, LLC; HPMU11 LA, LLC; and Hollywood Park Retail Phase I, LLC (collectively, “Hollywood Park”), pursuant to Section 26 of the Amended and Restated Development Agreement for Hollywood Park, entered into between the City and the Hollywood Park landowners described therein on August 7, 2009, and amended and restated on April 15, 2015 (the “Development Agreement”). Capitalized terms and section references used but not otherwise defined herein shall have the meanings set forth in the Development Agreement. Each of the City and the affiliated Landowners named above are Parties to the Development Agreement.

The City’s April 15, 2025 approval of the Lease and Development Agreement with WOW Media, Inc. (the “Billboard Agreement”) between the City and WOW Media, Inc. (“WOW”), which conveys broad rights to WOW to construct off-site signage in the public right-of-way directly adjacent to Hollywood Park, breaches multiple material provisions of the Development Agreement, including but not limited to Sections 7.1, 7.2, and 7.7, as well as the express covenants of good faith cooperation and further assurances embodied in common law and Section 43. Each of these violations of material terms and/or failures by the City to perform material obligations of the Development Agreement that the City is required to perform, as

further outlined below, constitutes a “Default” under Section 24 of the Development Agreement. Thus, the City is the Party in Default under the Development Agreement, and this notice is issued by each of the Complaining Parties to demand that the City immediately cease all action to implement the Billboard Agreement, to the extent they involve the construction of any signage within 1,000 feet of the Hollywood Park perimeter, and cure the events of Default identified in this notice within 30 days, as required by the Development Agreement.

Specific events of Default are as follows:

1. Breach of Vested Rights and Zoning Protections (Sections 7.1, 8): The Billboard Agreement authorizes multiple off-site advertising signs immediately adjacent to the Sofi Stadium site (at least 18 new signs, each potentially as high as 22 feet) and located within 1,000 feet of the existing off-site signs at Hollywood Park. Per Section 7.1 of the Development Agreement, the WOW signs would be contrary to the vested rights Hollywood Park has in the zoning limitations that were in place in 2009 when the Development Agreement was originally approved, which included a limitation on other billboards within 1,000 feet of approved signage.
2. Violation of Good Faith Cooperation (Section 7.7): The Billboard Agreement cedes exclusive authority over the content of all future signage to WOW, only providing that the “TIN shall not contain obscene material” and that “[e]xcept as expressly prohibited, **all other advertising content shall be permissible**” (emphasis added). Section 8 of the Billboard Agreement provides in pertinent part: “WOW shall also have the right to license or rent the use of the [digital displays], or any portion of them, to carry traditional off-site advertisements from national and local advertisers...City hereby grants to WOW the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces.” Ceding control of the content of these signs to WOW jeopardizes the ability of the City and Hollywood Park to satisfy all of the requirements of FIFA, the Super Bowl, and the Olympics with respect to “clean zones” and may impact Hollywood Park’s key sponsorship agreements that are intended to fund the cost of these global events, both for the currently planned events and for any of these future events to be held in Inglewood (for the next 40 years). Thus, authorizing the WOW signage violates the City’s obligation under Section 7.7 of the Development Agreement to cooperate in good faith with Hollywood Park in attracting key sports organizations and events.
3. Violation of Sponsorship Protections (Section 7.2): As part of its financing plan, the Stadium is subject to a naming rights arrangement and other sponsorships. In recognition of the extraordinary private investment in building the Stadium, the City agreed: “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.” The City has undermined its express commitment in Section 7.2 to protect this signage and sponsorship revenue by entering into a conflicting arrangement that would authorize City revenue sharing from signage located illegally in

the public right-of-way adjacent to Hollywood Park, with advertisers that *compete* with the Hollywood Park and Stadium sponsors, while directly benefiting from proximity to Hollywood Park. In essence, the City's share of the WOW signage revenues is simply an indirect appropriation of the sponsorship and advertising revenues that were generated by Landowners' \$5 billion in private investment.

4. Failure to Provide Further Assurances (Section 43): As described above, the City has failed to take all actions necessary to protect the vested rights of Hollywood Park and achieve the purposes of the Development Agreement, as required by the covenant of further assurances in Section 43. That the City would grant WOW the unimpeded right to sell advertising signage to competitors of advertisers/sponsors of Hollywood Park featured on Hollywood Park's existing signs and potential advertisers/sponsors of the World Cup, the Super Bowl, and the Olympics, and undercut Hollywood Park's ability to sell future advertising and signage rights within 1,000 feet of Hollywood Park, is fundamentally inconsistent with the City's obligation to cooperate in good faith.

Per Section 26.2 of the Development Agreement, the City is hereby provided with 30 days from receipt of this notice to cure the above-referenced Defaults. Specifically, and as critical acts in effecting cures for such Defaults, Hollywood Park demands that the City refrain from issuing any permits or taking any action to implement the Billboard Agreement and take all necessary steps to void its execution.

This notice does not constitute a complete listing of all disputes, Defaults, or remedies of Hollywood Park under the Development Agreement, nor does it waive or modify any of Hollywood Park's rights or remedies. Hollywood Park expressly reserves all rights, privileges, powers, claims and remedies available to it at law and in equity, including but not limited to the right to seek specific performance and injunctive relief in addition to attorneys' fees and costs, as provided in Sections 25 and 28, should the City fail to timely and adequately cure the Defaults as identified herein.

Sincerely,



R. Otto Maly, Authorized Signatory for Pincay Re, L.L.C, Hollywood Park Residential Investors, LLC, Hollywood Park Retail/Commercial Investors, LLC, HPMU4 LA, LLC, StadCo LA, LLC, Performance Company LA, LLC, HP ResidentialCo 2021, LLC, HP ResidentialCo 2023, LLC, HP Hotel, RE, LLC, HPMU11, LA, LLC, Hollywood Park Retail Phase I, LLC

Exhibit 4 to Petition and Complaint

Hollywood Park's Letter to City

July 9, 2025

VIA E-MAIL

Mayor James T. Butts, Jr.
City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

Honorable Members of the Inglewood City Council
City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

Re: Digital Kiosk “Lease and Development Agreement” with WOW Media, Inc.

Dear Mayor Butts and Honorable Members of the City Council:

We reluctantly submit this letter on behalf of our clients Pincay RE, LLC; Hollywood Park Residential Investors, LLC; Hollywood Park Retail/Commercial Investors, LLC; HPMU4 LA, LLC; Stadco LA, LLC; Performance Company LA, LLC; HP ResidentialCo 2021, LLC; HP ResidentialCo 2023, LLC; HP Hotel RE, LLC; HPMU11 LA, LLC; and Hollywood Park Retail Phase I, LLC (collectively, “Hollywood Park”), which collectively hold fee and ground leasehold interests in the approximately 298-acre development site known as Hollywood Park, which includes SoFi Stadium (the “Stadium”). This letter (1) highlights the legal deficiencies in the so-called Lease and Development Agreement with WOW Media, Inc. (“Billboard Agreement”) between the City of Inglewood (“City”) and WOW Media, Inc. (“WOW”), that was apparently approved by the City on April 15, 2025, as part of a report from the Development Services department, and (2) requests that the City refrain from issuing any permits or taking any action to implement the Billboard Agreement.

The Billboard Agreement bargains away the City’s regulatory authority. Even though it was styled as a statutory development agreement authorized by Government Code Section 65864 et. seq., it was not the subject of any public hearings, was not noticed as required by the development agreement statute and was not adopted by ordinance. Therefore, it is not a development agreement.

The Billboard Agreement is also a direct violation of the vested rights set forth in that certain Amended and Restated Development Agreement for Hollywood Park originally entered into between the Hollywood Park landowners and the City on August 7, 2009, and amended and restated on April 15, 2015 (the “Development Agreement”). At least 18 new off-site advertising signs, each potentially as high as 22 feet, are authorized within the public right of way, directly adjacent to the existing Hollywood Park perimeter signage.¹ Locating new billboards within 1,000

¹ The exact parameters of what is being approved are unclear. According to the Mitigated Negative Declaration adopted in connection with the Billboard Agreement, there will be 60 digital signs and 108 digital screens contained in “two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the

feet of the existing off-site advertising signs at Hollywood Park is contrary to the vested ordinances, resolutions, codes, rules, regulations and official policies in force and effect in 2009, and therefore constitutes a material breach of the Development Agreement.

Several of the signs will be located within the sidewalk along Prairie Avenue, posing a serious threat to pedestrian safety. (See attached map). The Billboard Agreement cedes exclusive authority over the content of all future signage to WOW, which undermines Hollywood Park's ability to achieve necessary sponsorship revenues, as contemplated by the Development Agreement, and potentially undermines "clean zone" requirements for events such as the World Cup, NBA All-Star Game, the Super Bowl and the Olympics.

The adoption of the Billboard Agreement, and apparent willingness on the part of WOW Media to allow advertisers to use its billboards to engage in "ambush/guerilla marketing" campaigns during Hollywood Park events² and to divert revenue from Hollywood Park (and the other nearby venues), give rise to multiple potential claims against the City, as well as claims by Hollywood Park against WOW, for, among other causes of action, tortious interference with contract³. Beyond that, the proposed Billboard Agreement is inconsistent with multiple City ordinances.

Hollywood Park has enjoyed a long and productive relationship with the City and has invested in the community to ensure that the City is once again a beacon of prosperity and a true "City of Champions." The multi-billion dollar Stadium did not receive any public subsidy, and Hollywood Park advanced the costs of all public infrastructure, to be paid back only after the City collects \$25 million in annual new incremental property tax and parking, sales and ticket taxes from events in the Stadium. Hollywood Park has created and will continue to create thousands of good-paying local jobs, among other community benefits.

structure...Digital street displays would be installed within the public sidewalks and within the center medians of the roadways. Prairie Avenue does not have a center median, so the digital street displays would be installed on the sidewalk." MND Section 2.2. The attached maps are barely legible and there is no clear delineation of how these 60 new signs are allocated between kiosks and displays, or how this intense signage can be accommodated in sidewalks that are already congested on event days. What is clear, however, is that the sign locations have been purposefully chosen to take advantage of their close proximity to the entertainment and sports venues, particularly the Stadium and its upcoming high-profile events. Indeed, WOW has a [website video \(https://wowmedia.com/\)](https://wowmedia.com/) that shows locations of their current signage "surrounding LA's iconic venues" as well as the upcoming events (listed at the end of the video), The 22-foot high digital displays will provide signage that is even closer.

² The risk is not hypothetical. As an example, a WOW Media billboard at the corner of Manchester Blvd. and Crenshaw Blvd. contained Adobe advertising Adobe Express last April, on days leading up to April 10th, when Adobe's competitor Canva was holding their signature annual event at SoFi Stadium (<https://www.canva.com/newsroom/news/canva-create-is-back/>).

³ Indeed, based upon discussions with the City in 2020, when the City proposed to approve two large full motion billboards at the corner of Century Blvd. and Prairie Ave. (also undoubtedly chosen for their proximity to Hollywood Park), WOW is well aware of Hollywood Park's Development Agreement and its position with respect to vested signage rights. The City withdrew the proposal after Hollywood Park protested.

We understand that the City received approximately \$3 million in revenue from billboards in fiscal year 2023-24, and that it has budgeted to receive \$8 million in revenue from billboards this fiscal year, presumably once the kiosks are added. The Hollywood Park project, together with the entire sports and entertainment zone, generates far more revenue and economic value for the City. The WOW signage fees paid to the City for adjacent signage are simply a direct appropriation of the value created by Hollywood Park's investment in Inglewood. The Billboard Agreement only impairs the success of the largest economic engines in the City. We do not understand why the City would enrich WOW at the expense of the City's long-term partners.

Legal Deficiencies Under City Laws

The Billboard Agreement purports to initially restrict the City's ability to approve other Billboards within 2,500 feet of any WOW Billboard, and imposes a 1,000 foot limit following installation of the billboards, for a lease term of up to 40 years.⁴ The Billboard Agreement further provides that: "It is the intent of the Parties that WOW's interest under this Agreement shall vest at the Effective Date and to insure the successful development and operation of the TIN, that other than the Applicable Requirements over which the City has no regulatory authority or control, the Applicable Requirements in place as of the Effective Date shall control, and that *no subsequent changes in the Applicable Requirements (over which the City has regulatory authority or control) occurring after the Effective Date and during the Development and Operational Phase shall negatively affect WOW's rights under this Agreement.*" (Section 2(e) emphasis added).

Simply put, except as authorized by Government Code Section 65864 et. seq. pursuant to a validly adopted statutory development agreement, the City has no legal authority to make any contractual commitment to a private party as to how it will exercise its regulatory authority, and it certainly has no legal authority to make that commitment for 40 years⁵. The included exclusivity and "vested rights" clauses are a clear surrender of the City's police power. (*Cnty. of Ventura v. City of Moorpark* (2018) 24 Cal.App.5th 377, 390 ["A government entity may not surrender, for a potentially indefinite period of time, its authority to exercise discretion on matters within its police power."].)⁶ The Billboard Agreement is therefore void *ab initio*.

⁴ Jammed in the definition of "Premises Locations" is a so-called "exclusivity" clause that provides: "City shall not permit or otherwise authorize or allow (whether on City Property or Private Property), any non-WOW Billboards or other types of off-site signs within a radius of 2500 feet of any WOW-authorized TIN structure". (emphasis added)

⁵ Although called a "Development Agreement," and although Section (m)(xxvii) of the Billboard Agreement calls for its recordation in accordance with Government Code Section 65868.5 of the Development Agreement statute, the Billboard Agreement is not a statutory development agreement under Government Code Section 65864. There has not been a Planning Commission or City Council public hearing, no notice was given to adjacent property owners, no finding of consistency with the General Plan was made, and the agreement was not adopted by ordinance subject to referendum. Nor do the Billboard Agreement's contents meet the Government Code requirements. In contrast, the Hollywood Park development is the subject of a valid statutory development agreement providing binding long-term commitments with respect to the City's ability to change the laws regarding the Hollywood Park development. Hollywood Park has a legal right to rely on the ordinances that were in effect in 2009.

⁶ The Billboard Agreement makes a crude attempt to obfuscate the bargaining away of the police powers by stating: "notwithstanding anything contained in this Agreement to the contrary,

Furthermore, adoption of the Billboard Agreement violates key requirements of the City's municipal code (the "IMC") as well. Placement of the proposed billboards in the sidewalk violates IMC Section 12-80(A), which prohibits billboards in any public right-of-way.⁷ Moreover, the billboards violate IMC Section 12-80(B)(2), which prohibits new billboards from being located within 1,000 feet of any existing billboard sign, because the Hollywood Park project has multiple existing signs that have been authorized and approved in the Hollywood Park Specific Plan ("HPSP"), and vested through its Development Agreement. The potential override of Section 12-80(B) provided in Section 12-80(I) cannot impair the vested rights provided by the Development Agreement. The previously applicable zoning, which was in place when the HPSP was first approved in 2009 and therefore controlling, is attached, and provides for a minimum of 1,000 feet spacing between off-site signs.

In addition, the Billboard Agreement contains no standards, no design review and no conditions to ensure compliance with the assumptions in the MND, even though IMC Section 12-80(I)(1)(b) requires that proposed billboards be subject to "standards." Section 2(g)(ii) of the Billboard Agreement provides: "The TIN shall not contain obscene material. Except as expressly prohibited, **all other advertising content shall be permissible**" (emphasis added). The Billboard Agreement is accordingly deficient in meeting the requirements of the signage ordinance⁸.

the Parties specifically acknowledge that the City shall not be bound, limited or restricted in any way from exercising its general police power, including but not limited to, amending or modifying the City's municipal or zoning code, necessary to conduct and and/or perform the municipal affairs of the City, or Applicable Requirements over which the City has no regulatory authority or control." (Section 2(e)). This reservation of rights is wholly illusory as it limits the City's future powers to actions "necessary to conduct and and/or perform the municipal affairs of the City". But the law is clear that any contracting away of discretion is invalid, and the City should not be forced to justify its future actions to a private party as being "necessary".

⁷ Although IMC Section 12-80(I) provides relief "from the requirements set forth in subsections (B) through (H) of this Section" for billboards that are subject to "[a]n agreement ... with the City that establishes provisions for the City to receive a percentage of the billboard revenues", Section 12-80(I) does not override the prohibitions of signs in the public right-of-way contained in 12-80(A). Moreover, the text of Section 12-80(A) only incorporates the exceptions of 12-80(I) into the litany of zones that otherwise wouldn't allow such signage, but the prohibition of such signs in the public right-of-way is separated by a comma, and accordingly not covered by the exception language. And, the potential override of Section 12-80(B) provided in Section 12-80(I) did not exist in 2009 when Hollywood Park's rights vested, and therefore it is inapplicable to Hollywood Park in any event. Accordingly, installation of the kiosk and digital display signs in the right-of-way adjacent to Hollywood Park is prohibited.

⁸ The City's decision to negotiate outside of a transparent public bidding process for the 40-year disposition of City-owned property and right-of-way violates—at minimum—the policies behind the City's requirements for conveyance of publicly-owned land. IMC Section 2-210.1 requires that any real property owned by the City must only be sold as set forth in Article 6(A) of Chapter 2 of the IMC. This process mandates, among other requirements, (1) the City's public declaration of intent to sell real property; (2) publication of a notice of intent in the official newspaper of the City at least ten days before the date on which bids are to be received; (3) public opening and examination of all bids received; (4) public reporting of the name of the highest bidder and the amount of such high bid; (5) the City Council's formal acceptance or rejection of the high bid; and (6) if the City rejects that high-bid, the City's mandatory conveyance of the property to the next

Indeed, the City and WOW seem to have anticipated the high likelihood of legal challenges to the Billboard Agreement because Section 3(j) contains an abnormally robust indemnity clause, including the requirement that WOW deposit \$100,000 towards payment of the City legal fees within 5 days of the Billboard Agreement being effective. And even here, the City has abdicated its discretion with respect to the signs, agreeing that “[r]egardless of who controls the defense, Indemnitees [the City] may not settle or compromise any claim or consent to the entry of any judgment for which it seeks indemnification hereunder *without the prior written consent of WOW*, which consent WOW shall not unreasonably withhold, condition, or delay.” It is also worth noting that under the Billboard Agreement, to the extent WOW is required to make any payments under this indemnity, the amounts of those payments are deducted from any revenue share the City is supposed to receive, thereby resulting in the City ultimately bearing the full cost of any litigation expenses incurred due to the City’s entry into the Billboard Agreement. Most importantly, because the contract is void *ab initio*, the City would not even receive the contractual protections the Billboard Agreement may seemingly provide, because there can be no enforcement of a void provision.

Breach of the Hollywood Park Development Agreement

The Hollywood Park Development Agreement contains express assurances with regard to (i) the City’s good faith cooperation with the owners of the Stadium project in their efforts to recruit key athletic organizations and sporting event opportunities to the City, as set forth in Section 7.7 of the Development Agreement; (ii) the City’s express acknowledgement of the importance of signage and sponsorship revenue to the Stadium project in Section 7.2, without the need for revenue sharing with the City; (iii) the parties’ agreement in Section 7.1 that the vested rights afforded Hollywood Park included “the City’s ordinances, resolutions, codes, rules, regulations and official policies in force and effect on the *Original Effective Date* (emphasis added), and (b) the Project Approvals in effect as of the Adoption Date”; and (iv) the covenant of further assurances set forth in Section 43, whereby the City committed to take all actions necessary to achieve the purposes of the Development Agreement.

As noted above, the HPSP authorizes and approves broad signage and off-site advertising throughout the approximately 298-acre HPSP area, including prominent monument signage and project identity signage at the perimeter of the project. The WOW signs would be contrary to the vested rights Hollywood Park has in the zoning limitations that were in place in 2009, which included an absolute limitation on other billboards within 1,000 feet of approved signage.

high bid or reject any and all bids. None of these procedures has been followed in the City’s consideration of this Billboard Agreement.

Article XXXIII of the City Charter requires public bidding procedures in order to protect “public funds” in most purchasing and other public process. These public bidding requirements include, at Section 6, that the purchasing ordinance mandated by this Charter provision “provide a procedure for the disposition of surplus, obsolete or unclaimed property.” Given that the City Charter provision (which ultimately governs the maximum power and authority of the City) speaks to all “disposition” of City property, and is not limited just to “sale” of property, the Charter and the IMC obligate the City to engage in a public bidding process for a 40-year disposition of this property.

Per Section 7.2 of the Development Agreement, the Hollywood Park development's vested rights date back to the original approval in 2009. We understand that the City revised certain IMC sections dealing with billboard signage after the original adoption date of the Development Agreement in 2009. To the extent these changes modified the process by which signage is approved, to the detriment of the Stadium project, and allow the placement of billboards and signs within 1,000 feet of existing signs, they "conflict with or impede the Vested Rights" per Section 8 of the Development Agreement and are inapplicable to the Hollywood Park project during the term of the Development Agreement.

Significantly, the WOW signs have no constraints on the content of their advertising (other than a vague reference to obscenity). Furthermore, the Billboard Agreement states that WOW's rights are "vested." Section 8 of the Billboard Agreement provides in pertinent part: "WOW shall also have the right to license or rent the use of the [digital displays], or any portion of them, to carry traditional off-site advertisements from national and local advertisersCity hereby grants to WOW the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces."

Ceding control of the content of these signs to WOW is contrary to the promise of good faith cooperation with the owners of the Stadium project in their efforts to recruit sporting event opportunities to the City. For the next 40 years, the City and the host committees for these major events may not be able to satisfy all of the requirements of FIFA, the Super Bowl, and the Olympics with respect to "clean zones." We understand similar rules apply to the NBA All-Star game, and the Forum and Intuit Dome will be placed in a similarly negative position.

As part of its financing plan, and as is typical of major stadium, the Stadium and the other areas of Hollywood Park rely on revenue generated by entering into naming rights arrangements and sponsorships. Significant assets granted to these sponsors include the right to exclusivity in the category of their business operations and in some cases, to exclusive signage. However, the City has effectively undermined its commitment in Section 7.2, by entering into an agreement that allows WOW to sell signage to advertisers *that compete* with the Hollywood Park and Stadium sponsors, or that is likely to undercut the ability of Hollywood Park to generate revenue from sponsorships by saturating the area with signage and decreasing the value of Hollywood Park's existing signs and by selling signage to existing or potential future sponsors at discount rates. If competing advertisers can control key locations in the City, then it will negatively impact Hollywood Park's negotiations with potential advertisers/sponsors and event promoters/organizers, and may also impact the City's ability to host future sporting events such as FIFA, the Super Bowl, and the Olympics.

The City's authorization of new billboards at locations directly adjacent to Hollywood Park violates the requirement of good faith cooperation by threatening the ability of Hollywood Park to maintain compliance with existing and expected future sponsorship agreements. The availability of key intersections for such messaging is vital to attracting future partnerships. Granting WOW the unimpeded right to sell adjacent advertising signage to competitors of advertisers/sponsors of Hollywood Park as well as potential advertisers/sponsors of the World Cup, the Super Bowl, and the Olympics, undercuts Hollywood Park's ability to sell future advertising and signage rights, and is fundamentally inconsistent with the City's obligation to cooperate in good faith.

In approving the Billboard Agreement, the City has undermined its express commitment in Section 7.2 to protect the Stadium project's signage and sponsorship revenue from revenue

sharing or Exactions, by entering into a conflicting arrangement that would authorize City revenue sharing from signage located illegally in the public right-of-way adjacent to Hollywood Park, with advertisers that compete with the Hollywood Park and Stadium sponsors, while directly benefiting from proximity to Hollywood Park. In essence, the City's share of the WOW signage revenues is simply an indirect appropriation of the sponsorship and advertising revenues that were generated by Hollywood Park's \$5 billion in private investment.

The City and Hollywood Park have cooperated to revitalize Inglewood and realize the urban renewal plan enshrined in the HPSP and Development Agreement. However, the Billboard Agreement with WOW represents a troubling departure from that cooperation. We respectfully request that the City Council recognize the legal flaws in the Billboard Agreement and void its execution. If you do not promptly take such action, Hollywood Park shall pursue remedies available to it at law and in equity to defend its rights under the Development Agreement and all other provisions of applicable law, and to challenge the validity of the Billboard Agreement as outlined in this letter, with all rights reserved.

Sincerely,



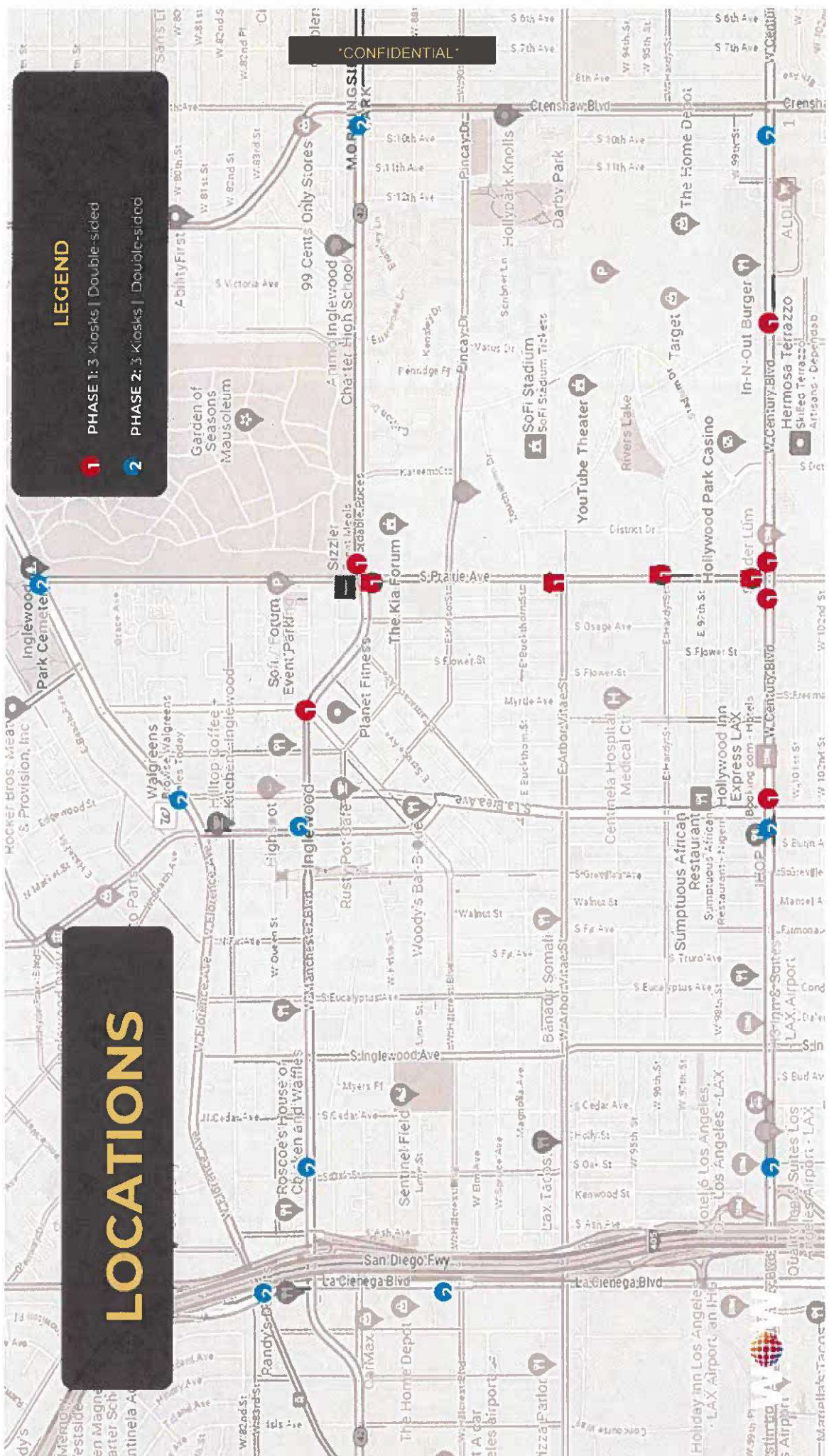
Amy R. Forbes

Louis Atwell
Christopher E. Jackson
Royce K. Jones, Esq.
R. Otto Maly
Marlene Nations, Esq.
Gerard McCallum II

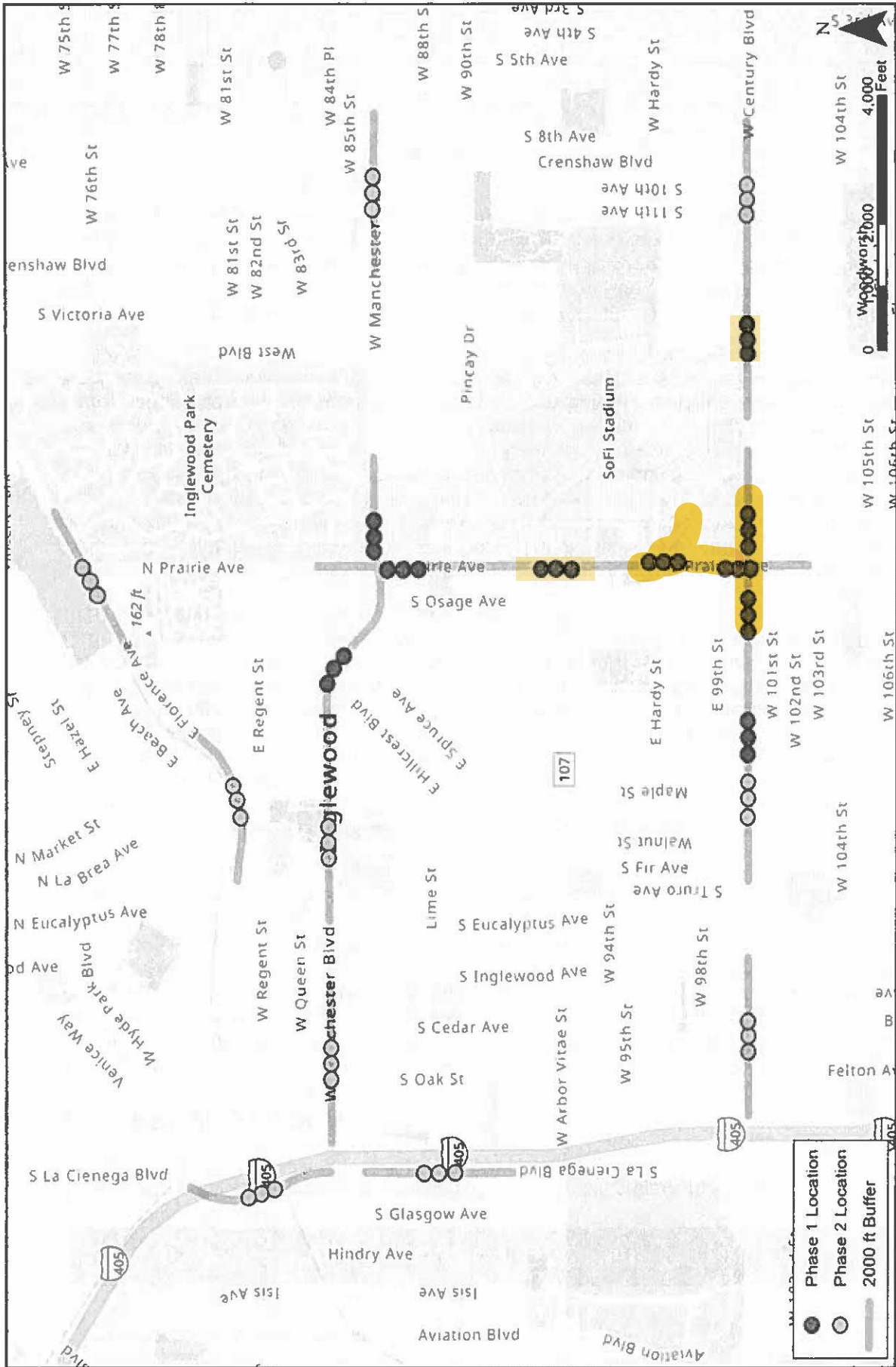
LEGEND

- 1 PHASE 1: 3 Kiosks | Double-sided
- 2 PHASE 2: 3 Kiosks | Double-sided

LOCATIONS



"CONFIDENTIAL"



Source: TAHA, 2024.

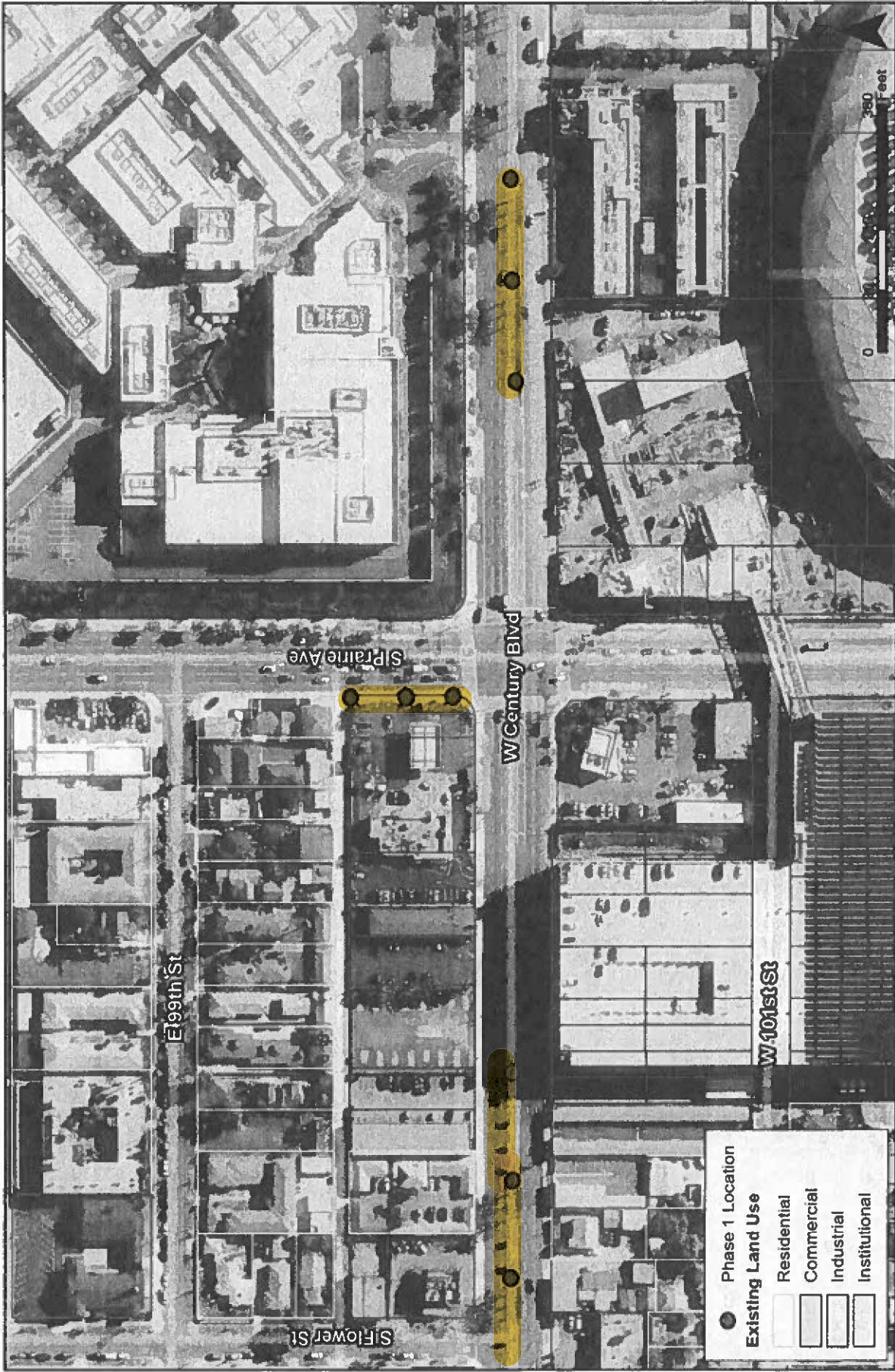
TAHA
 Digital Kiosk Network
 Initial Study/Mitigated Negative Declaration

TAHA 2024-035

CITY OF INGLEWOOD

FIGURE 2-1

PHASE 1 AND PHASE 2 PROJECT LOCATIONS



Source: TAHA, 2024.

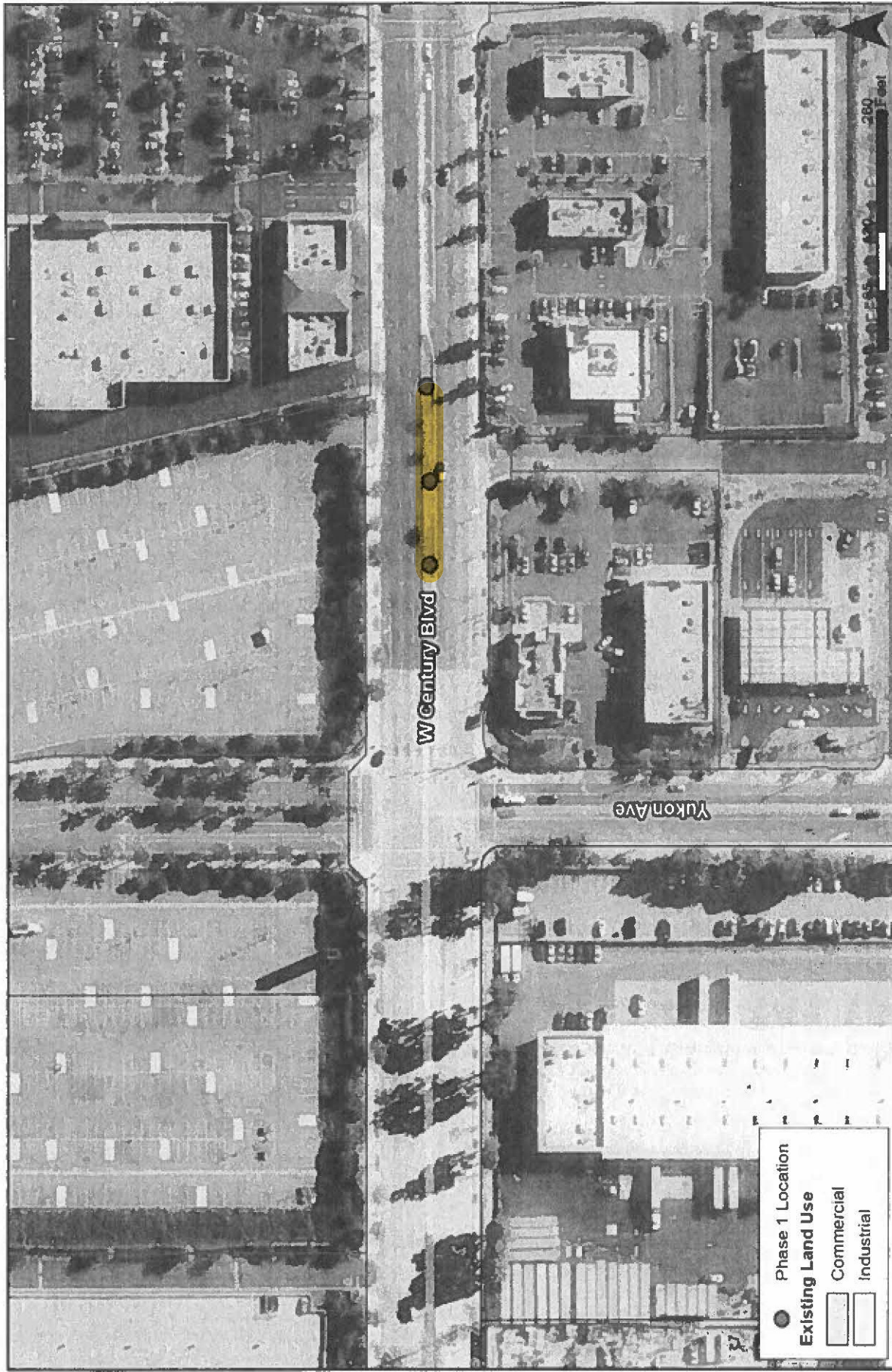


Digital Kiosk Network
Initial Study/Mitigated Negative Declaration

CITY OF INGLEWOOD

FIGURE 2-4

PHASE 1 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (2 OF 3)



Source: TAHA, 2024.

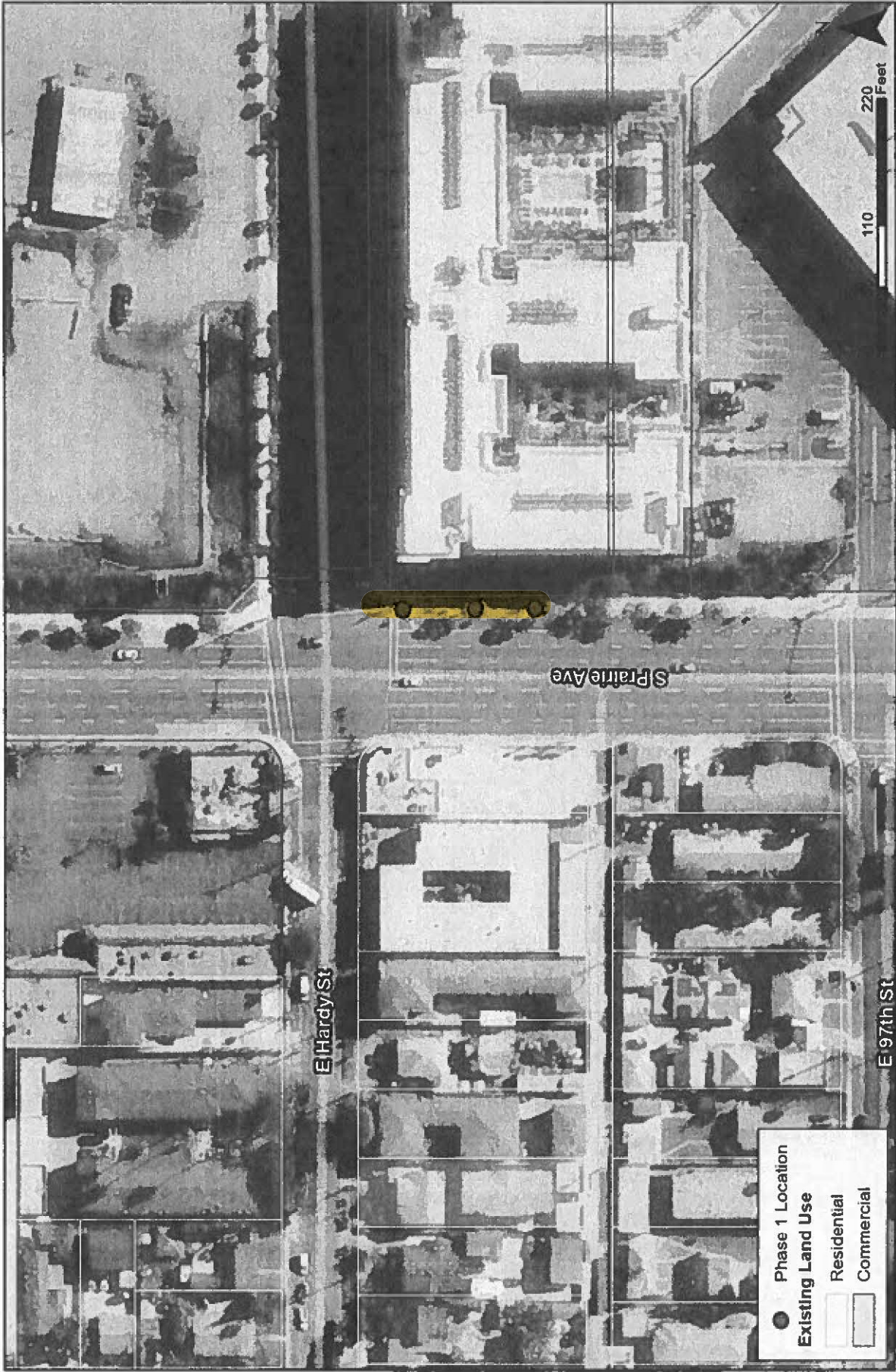


Digital Kiosk Network
Initial Study/Mitigated Negative Declaration

CITY OF INGLEWOOD

FIGURE 2-5

PHASE 1 CENTURY BOULEVARD BETWEEN
LA CIENEGA BOULEVARD TO CRENSHAW BOULEVARD (3 OF 3)



Source: TAHA, 2024.

TAHA
 Digital Kiosk Network
 Initial Study/Mitigated Negative Declaration
 TAHA 2024-035

CITY OF INGLEWOOD

FIGURE 2-9

PHASE 1 PRAIRIE AVENUE BETWEEN
 MANCHESTER BOULEVARD TO CENTURY BOULEVARD (2 OF 3)



Source: TAHA, 2024.

FIGURE 2-10
 PHASE 1 PRAIRIE AVENUE BETWEEN
 MANCHESTER BOULEVARD TO CENTURY BOULEVARD (3 OF 3)

Inglewood Municipal Code
Inglewood, California



Current through 10-10 and the October 2010 code supplement. For more recent amendments to this code, refer to the [CodeAlert](#) page.

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Inglewood Municipal Code								
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CHAPTER 12 PLANNING AND ZONING Article 23. SIGN REGULATIONS								

Section 12-80. Billboards and Off-site Signs.

The following standards shall apply to all billboards and other types of off-site advertising:

(A) Prohibited Zones. Billboards and other types of off-site advertising are prohibited (except as provided for in subsection (F) of this Section) in all residential zones, in the R-M (Residential and Medical), P (Parking), P-1 (Parking), C-1 (Limited Commercial), C-R (Commercial and Recreation), CC (Civic Center), O-S (Open Space), S-1 (Special Cemetery), S-2 (Special Cemetery Restricted) and M-1L (Limited Manufacturing) zones, and in any public, flood control or railroad right-of-way.

(B) Billboard Sign Standards. A billboard sign may be installed only if the following conditions will exist.

(1) A special use permit shall be required for the installation of any new, relocated, or enlarged billboard sign or to allow a second face addition to an existing billboard sign that also complies with subsection (2) of this Section.

(2) The location of any billboard sign installed after the effective date of the ordinance codified in this Chapter shall be limited to a major arterial street as identified in the Inglewood General Plan Circulation Element and no new sign shall be located within one thousand feet of any existing billboard sign. The modification or replacement of any existing billboard frame, poles, posts or similar supporting apparatus on a property that does not face a major arterial street shall be prohibited.

(3) The owner of any new, relocated or enlarged billboard advertising sign shall agree in writing approved as to form and content by the Planning and Building Director, and determined acceptable by the City of Inglewood City Attorney's office to permanently remove, exchange or convey four square feet of illuminated or non-illuminated existing billboard face(s) in the City of Inglewood for each one square foot of sign area being created. The removal, exchange or conveyance of existing billboard sign area will not be required in order to install a super graphic wall sign that is temporary in nature and is subject to a separate negotiated agreement approved by the City Council.

(4) Prior to the issuance of a building permit to allow the installation of a new, relocated, or enlarged sign area of existing sign face(s), a billboard applicant shall agree in writing to remove the existing billboard face(s) including the sign or display surface and all appurtenances of the sign structure within a period specified by the Planning Commission or Planning and Building Director.

(5) Prior to the installation of the new, relocated or enlarged sign area, a billboard applicant shall agree in writing that the City of Inglewood may remove any existing billboard face(s) including the sign or display surface and all appurtenances of the sign structure that are not removed in compliance with this Code Section and the applicant further agrees to pay to the City, the actual cost of sign removal including labor, equipment, materials and any related legal or administrative costs.

(6) The new, relocated or enlarged billboard sign will not be located within a one thousand-foot radius of any other existing outdoor advertising billboards, unless a variance under Section 12-97 of this Chapter has been granted. This separation requirement shall not apply to a super graphic wall sign that is temporary in nature

and is subject to a separate negotiated agreement approved by the City Council.

(7) The new, relocated or enlarged billboard sign will be set back from any street public right-of-way a distance not less than the lesser of the following:

(a) One-third the total height of the sign; or

(b) The largest setback distance of any building on an abutting parcel on the same street as the subject parcel.

(8) The sign will not be located upon the roof of a building.

(9) The sign structure will not cantilever the sign over a building.

(10) The sign and supports shall be symmetrical, wherever site conditions permit.

(11) A new, relocated, or enlarged ground or wall mounted billboard sign intended as a permanent sign display shall not exceed an area of six hundred seventy-two square feet per sign face and shall not exceed thirty-five feet in height.

Exception: A super graphic wall sign that is temporary in nature and that is subject to a separate negotiated agreement approved by the City Council shall also be subject to subsection (G) of this Section.

(12) A new, relocated, or enlarged fixed billboard sign shall not be located within two hundred feet of any residentially zoned land or upon any residentially used land, and shall be designed and located so that it does not substantially impact the visual environment of a residential neighborhood.

(13) A new, relocated, or enlarged fixed billboard sign shall not require the removal of trees or other on-site landscaping or the reduction of any required on-site parking spaces.

(14) The installation and use of any new, relocated or enlarged permanently affixed billboard sign approved after the effective date of the ordinance codified in this Chapter shall be limited to twenty years from the date that a building permit is issued to allow installation of the sign, however in no case shall a billboard sign be used on or after January 1, 2050. The sign area including the sign face(s) or display surface, frame and all appurtenances of the sign structure shall be removed no later than thirty calendar days after the signed agreement has expired. Failure of an applicant, or any person or entity that is legally responsible for billboard ownership to remove the billboard sign including the sign or display surface and all appurtenances of the sign structure within the specified thirty calendar days is unlawful. This requirement shall not apply to a super graphic wall sign that is temporary in nature and is subject to a separate negotiated agreement approved by the City Council.

(15) The installation of and use of any new, relocated or enlarged billboard sign shall be subject to payment of a billboard sign cost recovery fee specified in subsection (H) of this Section.

(C) Special Use Permit Required. A special use permit shall be required prior to the installation of any off-site sign, (except as otherwise provided for billboards) and such off-site sign shall not exceed the requirements for an on-site sign for the respective zone in which it would be located.

(D) Modification upon Existing Billboard Structure. Notwithstanding the provisions of subsection (B) of this Section, a second sign face may be installed, without special use permit approval, upon the rear side of an existing billboard sign, subject to the following provisions:

(1) The size of the second sign face shall not exceed the size of the existing billboard sign face;

(2) There shall be no increase in the size or number of existing sign supports

and/or sign poles;

(3) The second sign face shall be attached directly upon and shall be parallel with the rear of the existing sign face;

(4) The top and bottom of the second sign face shall not project above or below the top and bottom, respectively, of the existing sign face, and neither side of the second sign face shall project beyond the corresponding side of the existing sign face;

(5) No second sign face shall be installed upon a billboard structure for which a special use permit has been approved, by the Inglewood Planning Commission or the City Council, with the specific prohibition of a second sign face;

(6) No second sign face shall be installed upon an existing billboard located in a zone or location specified in subsection (A) of this Section or in an adopted plan area approved by the City Council in which billboards are specifically prohibited.

(E) The applicant for any illuminated digital wall sign, tri-vision wall sign or other billboard sign (excluding a super graphic wall sign that is subject to a negotiated agreement) on which artificial light is not maintained stationary and constant in intensity or color at all times when such sign is in use, including, but not limited to, moving, rotating, flashing, oscillating, shuttered or similar signs must submit written documentation to the satisfaction of the City of Inglewood Planning and Building Department that shows that artificial light from within, behind or upon such sign shall not interfere with normal use of adjacent roadways and properties.

(F) Prohibited Billboard Advertising. It is unlawful for any person or entity to place, display, establish, keep, maintain or locate any advertisement for any tobacco product or any alcoholic beverage on any billboard within one thousand feet of, or so oriented that the message portion of the sign is visible from, any property zoned for residential use, school, child care facility, nursery school, hospital, place of worship, park or recreational facility in the City of Inglewood. Exceptions to subsection (F):

(1) These provisions shall not apply to advertising or promotions for tobacco products and/or alcoholic beverages located inside commercial establishments, such as stores and restaurants where tobacco products and/or alcoholic beverages are sold, as long as such advertising or promotions are not visible to the public from the outdoors.

(2) These provisions shall not apply within commercial establishments where access to the premises by persons under eighteen years of age is prohibited by law.

(3) These provisions shall not apply to adult or trade schools that do not educate or train persons under eighteen years of age.

(4) These provisions shall not apply to commercial vehicles used to transport tobacco products and/or alcoholic beverages.

(5) These provisions shall not apply to any advertising or public service message sponsored by a federal, state or local government entity or by a nonprofit entity, designed to communicate the hazards of smoking or to encourage minors to refrain from smoking or buying cigarettes or other tobacco products, and/or designed to communicate the hazards of the consumption of alcoholic beverages or to encourage minors to refrain from the consumption or purchase of alcoholic beverages.

(G) Super Graphic Wall Sign Standards. Refer to Section 12-80.5.

(H) Billboard Sign Cost Recovery Fee. The following fee(s) shall become due and payable to the City of Inglewood prior to the issuance of any building permit for installation of any new, relocated or enlarged fixed billboard ground or wall sign:

1. New, Relocated or Enlarged Permanent Ground Mounted or Wall Mounted Billboard Signs. A one-time fee based on the real cost of service for a billboard eight thousand eighty-two dollars (\$8,082.00) less any site plan review or plan check fees paid by an applicant. Building permit fees shall not be deducted from the real cost of

service fee. In no event shall the fee equal a number that is less than zero (negative). This Section of the Code is not intended to apply to super graphic wall signs that are temporary in nature and subject to City Council approval of a negotiated sign agreement. The cost of service fee shall be collected by the Building Division at the time that a building permit is issued and such fee shall be deposited into a City of Inglewood General Fund Account. A separate Redevelopment Agency sign fee shall also be paid at the time a building permit is issued for any billboard sign (except a super graphic wall sign) located in a designated redevelopment area. The fees shall be non-refundable.

(Ord. 2459 12-13-83; Ord. 94-19 10-4-94; Ord. 97-20 9-23-97; Ord. 98-19 9-22-98; Ord. 04-08 4-13-04; Ord. 10-06 3-30-10)