INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

To the City Council of the City of Inglewood: We the undersigned, registered, qualified voters of Inglewood, California, hereby propose amendments to the City’s General Plan and Municipal Code, adoption of an amendment and restatement of the Hollywood Park Development Agreement, and the addition of a chapter to the Hollywood Park Specific Plan concerning the proposed development of a stadium and entertainment district in Inglewood, and petition the City Council to submit the same to the voters for their adoption or rejection at the next succeeding municipal election, or special election for which this measure may qualify, or adopt the measure without alteration, as provided for in the Elections Code.

THE PEOPLE OF THE CITY OF INGLEWOOD DO ORDAIN AS FOLLOWS:

SECTION 1. Title.

This Initiative shall be known and may be cited as the "City of Champions Revitalization Initiative" (referred to hereinafter as the "Initiative").
SECTION 2. Findings, Purposes, and Conclusions.

The People of the City of Inglewood (the “City”) declare their findings and purposes in enacting this Initiative to be as follows:

A. In 2009, after an exhaustive multi-year planning process, the City approved the Hollywood Park Specific Plan to provide for the creation of a transformative mixed-use project to replace the Hollywood Park racetrack, on an approximately 238-acre site (collectively, the “Hollywood Park Parcels”).

B. Subsequently, the adjacent 60-acre surface parking lot (the “Northern Parcel”) was transferred to new ownership who desired to work collaboratively to incorporate plans for an iconic, world-class, energy-efficient multi-purpose stadium (the “Stadium”) into the retail, office, hotel, and residential development previously approved in the Hollywood Park project (the “Original Project”). The alternative Hollywood Park development incorporating a Stadium would be constructed on the Hollywood Park Parcels and a portion of the Northern Parcel (the Northern Parcel and the Hollywood Park Parcels are collectively the “Site”). The Site is more particularly described on Exhibit A-1 and depicted on Exhibit A-2, each attached hereto and incorporated herein by reference.

C. The possibility of developing a Stadium that would be suitable for one or more major professional sports teams or franchises in Inglewood represents an unprecedented opportunity for jobs, economic growth, and public benefits. This Initiative is intended to create a new Stadium, to be located on the Site roughly bounded by Pincay Drive on the North, Prairie Avenue on the West, Century Boulevard on the South, to 2,500 new residential units, and approximately 25 acres of public park, open space, and pedestrian and bicycle access on the Site roughly bounded by Pincay Drive on the North, Prairie Avenue on the West, Century Boulevard on the South, and single family residential on the East (the “Proposed Development”).

D. The limitations which will ensure that the Proposed Development will be sensitive to the environment and that environmental impacts are addressed appropriately are set forth in the Amended and Restated Development Agreement in Exhibit E (the “Development Agreement”).

E. The Initiative does not raise or impose any new or additional taxes on residents of the City. To the contrary, the Proposed Development would immediately benefit local residents by generating more than 40,000 new jobs in Los Angeles County (including construction and permanent jobs), most of which are estimated to be within Inglewood, and generating estimated revenues for the local economy in Inglewood of more than $1 billion per year. Hiring preference will be given to local residents, and job-training programs will be hosted so that people in our community are prepared to fill these new employment opportunities.

F. The Initiative requires the developer to pay for all private and public infrastructure and improvement costs associated with the Proposed Development, including the Stadium. The Proposed Development is expected to generate over a billion dollars in gross revenue for the City’s general fund over the next twenty-five years, in the form of property, ticket, gross receipts, and other taxes, contributing to the economic health and welfare of the City. If the annual revenue from the Proposed Development to the City exceeds $25 million, then the developer is entitled to receive reimbursement for those costs of public services and public improvements associated with the Proposed Development which developer previously advanced.

G. The Proposed Development will renew international interest in Inglewood as 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. The Proposed Development will define a modern and vibrant visual and architectural identity for Inglewood.

H. The Proposed Development will generate thousands of new local jobs for the community, both as a result of construction and on-going operations, and indirectly as the Proposed Development catalyzes new opportunities for urban renewal and visitor-serving uses in the areas surrounding the Site.

I. The purpose of this Initiative is to (a) amend the City of Inglewood General Plan (the “General Plan”); (b) amend the Inglewood Municipal Code (the “Municipal Code”); (c) add a chapter to the Hollywood Park Specific Plan, originally approved by the City on July 8, 2009 (City Ordinance No. 09-12) and subsequently amended by the City by Technical Revision No. 2013-01 issued October 9, 2013 and by Specific Plan Amendment No. 2014-01 (City Ordinance No. 14-12) on September 23, 2014 (collectively, the “Hollywood Park Specific Plan”); and (d) amend and restate the Development Agreement adopted by the City on July 8, 2009 (Ordinance No. 09-14), as subsequently amended by the City by a Minor Amendment to Development Agreement dated December 19, 2012 and a Second Minor Amendment to Development Agreement dated August 21, 2013 (collectively, the “Hollywood Park Development Agreement”).

J. The Site is well-suited for such a development, being located within 1.3 miles of the 105 Freeway, 2 miles of the 405 Freeway, and 3.7 miles of the 110 Freeway. It is also within 3 miles of one of the busiest transportation hubs in the country, Los Angeles International Airport (LAX), and also in close proximity to the Crenshaw/LAX Transit line which is currently under construction.

K. The Site is the one of the last remaining contiguous in-fill parcels in the City that could support and benefit from such a large-scale development, and the Proposed Development is compatible with other land uses in the area immediately adjacent to the Proposed Development. Existing neighborhood homes would be separated from the Stadium by a two hundred foot (200’) buffer area of parks and new for-sale single-family residences and townhomes.

L. Approximately 25 acres of the Site will be dedicated to recreation and public open space.

M. The Proposed Development will include state of the art environmental sustainability features such as LEED-equivalent buildings, storm water management systems, and use of reclaimed water.

N. The plan for the Site builds from the lessons learned through more than five years of public input and careful review at neighborhood and advisory group meetings, commission hearings, city planning studies and environmental studies for the Original Project. The Proposed Development incorporates mitigation measures adopted by the Planning Commission and City Council for the Original Project, as well as other measures tailored to the stadium. To transform the Site as proposed, this Initiative creates a framework for the combined 286-acre site that would require the Proposed Development
to meet mandatory requirements including design criteria, creation of parks and open space, and compliance with environmental mitigation measures.

Q. This Initiative is consistent with the objectives and policies of the City’s General Plan, and would affirmatively promote the objectives and policies of the City’s General Plan. It would amend the General Plan to change the land use designation of the northernmost portion of the Site, the Northern Parcel, to allow for the location of the proposed new Stadium, and would amend the City’s zoning map (the “Zoning Map”) to be consistent with the General Plan amendment and to apply the Hollywood Park Specific Plan zoning to the entire 298-acre Site. Such zoning change will be consistent with the land use designation and any other applicable designations of the General Plan, will be appropriate for the Site in terms of the adequacy of the Site to accommodate land uses permitted by the proposed zone, will not constitute the granting of a special privilege to the property owner inconsistent with the current or designated uses or limitations of other properties in the vicinity, and will not constitute the establishment of unique standards, offering special privilege to a particular individual or group of individuals, that is inconsistent with the general intent of the provisions of the Municipal Code or that may be detrimental to the general welfare of the community.

P. The City desires to expedite the development of a high-quality project such as this one that contributes to the overall health and welfare of the City’s economy.


A. General Plan Amendment.

1. It is in the public interest to amend the General Plan land use designation for the Northern Parcel from Commercial-Recreation and Commercial-Residential to Major Mixed-Use, and the General Plan land use designation for the Northern Parcel is hereby so amended. Consistent with this new Major Mixed-Use land use designation for the Northern Parcel, the portion of the land use map set forth in the General Plan that depicts the Northern Parcel and the Hollywood Park Parcels and shown on Exhibit B-1 is hereby repealed and replaced with an amendment to such portion of the land use map as shown on Exhibit B-2 attached hereto and incorporated herein by reference.

2. The text of the “Mixed Use Land Use” category at Page 60 of the Existing Land Uses of the Land Use Element of the General Plan (originally added by City Resolution No. 09-72 on July 8, 2009) is hereby amended as follows (new text shown as underlined, and deleted text shown as strike-through):

   “Major Mixed-Use Land Use.

   Within the City of Inglewood, there are approximately 298 acres of land which are presently classified as Major Mixed-Use for development with various commercial, entertainment, sports oriented, open space, civic, recreation and residential uses, including without limitation limitation stadium use and/or entertainment venues. The Major Mixed-Use area is located on and adjacent to the former Hollywood Park racetrack site that is adjacent to Prairie Avenue and Century Boulevard. Mixed Use Development that combines residential with non-residential land uses is permitted in the Major Mixed-Use area consistent with the adopted Specific Plan for that area. Residential development shall not exceed 85 dwelling units per acre, except as specified in the California Government Code Section 65915-65918 or as established in the Inglewood Municipal Code or an adopted plan amendment. The overall floor area ratio for the entire site shall not exceed 2.1 averaged over the 298-acre site. The Inglewood Municipal Code, or any applicable specific plan or any adopted general or specific plan amendment shall establish the specific residential use and density for each parcel prior to development, provided that at no time shall the density exceed 85 dwelling units per acre on any lot or parcel. The limitation on height for new residential structures in the Major Mixed-Use area shall be 75 feet for any building that contains residential uses (except that development adjacent to the single-family homes to the northeast of the site shall be limited to single-family and townhome residential buildings not to exceed 45 feet in height), and 150 feet for commercial uses, excluding architectural or sign elements. Due to the unique architectural requirements of the stadium, the height limit of the stadium and any performance venue shall be measured relative to mean sea level, and such height shall not exceed 290 feet above mean sea level (AMSL) which for informational purposes only corresponds to approximately 175 feet in height.”

3. The text of the description of “Hollywood Park Tomorrow” at Page 4-1 of the 2013-2021 Housing Element of the General Plan (adopted January 28, 2014) (the “General Plan Housing Element”) is hereby amended as follows (new text shown as underlined, and deleted text shown as strike-through):

   “Of these sites, the largest is Hollywood Park Tomorrow and an adjacent 60-acre property located immediately north of the Hollywood Park Tomorrow site (228-230 acres total) located at 1050 South Prairie Avenue; the location of the former Hollywood Park Equestrian Racetrack. The last race was held at the racetrack in December 2013. The site was previously zoned Commercial- Recreational (C-R). In 2009, the Hollywood Park Specific Plan was approved for the property which allows a variety of land uses and has been planned to include the following:

   Residential: 2,995 units including a range of housing types
   Commercial Retail: 620,000 square feet
   Commercial Office: 75,000 square feet of office
   Special Event Space: 300-room hotel, 20,000 square feet of meeting space
   Commercial Recreation: 120,000 square foot casino
   Civic Space: Four (4) acres for a community oriented use
   Open Space: 25 acres

Demolition of all improvements and structures currently on the property is expected to begin in 2014.

Development of the Plan is programmed in three primary phases: Phase I includes in three phases of the mixed-use/commercial component and a portion of Lake Park; Phase II consists of a combination of the single-family and townhome housing units and Arroyo Park, and Phase III consists of the remainder of the single-family, townhomes, and open space. The Specific Plan also provides a development alternative (the “Stadium Project Alternative”) to the above described scope of development with up to approximately 80,000 fixed seats and an ancillary, multi-purpose, enclosed performance venue of up to
approximately 6,000 fixed seats on the Property, which rearranges and harmonizes the land uses and related development standards to accommodate the stadium and its supporting infrastructure. If the land owner elects to construct the Stadium Project Alternative, the number of dwelling units allowed within the Hollywood Park Specific Plan area would not exceed 2,500 units and would continue to include a range of housing types. In addition, the approximately 60-acre parcel in the northern area of the Hollywood Park Specific Plan area is designated as “Major Mixed-Use” in the General Plan and could potentially be developed with housing uses as part of a future specific plan amendment.

4. The “Parking Requirements” described at Pages 4-10 and 4-11 of the General Plan Housing Element are hereby amended as follows to accurately reflect the applicable parking requirements set forth in the Hollywood Park Specific Plan adopted in 2009 (new text shown as underlined):

“Parking Requirements: The parking requirement for residential dwelling units is two fully enclosed parking spaces for all unit sizes, regardless of the number of bedrooms (except as provided for in the Hollywood Park Specific Plan adopted in 2009, as amended). A complete list of parking requirements (except as provided for in the Hollywood Park Specific Plan adopted in 2009, as amended) is as follows:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling Unit (0+ bedrooms)</td>
<td>2 fully enclosed spaces per unit</td>
</tr>
<tr>
<td>Dormitories, Fraternities, Sororities, Boarding Houses, Adult Group Housing</td>
<td>2 enclosed plus 1 per guestroom (that can accommodate up to two beds)</td>
</tr>
<tr>
<td>Senior Citizen Residential Facilities</td>
<td>1.5 enclosed spaces per unit</td>
</tr>
<tr>
<td>Convalescent Residential Facilities</td>
<td>2 spaces plus 1 per 3 beds for 1 per 1.5 units, whichever is greater</td>
</tr>
<tr>
<td>Residential Trailer Parks</td>
<td>1 covered space per trailer pad plus 1 space per 2 units</td>
</tr>
<tr>
<td>Visitor Parking</td>
<td>For multi-unit developments with 6 or more units, 1 space per 3 units</td>
</tr>
</tbody>
</table>

Source: Inglewood Municipal Code*

5. The “Site Plan Review” process described at Page 4-16 of the General Plan Housing Element is hereby amended as follows (new text shown as underlined, and deleted text shown as strikethrough):

“Site Plan Review

The purpose of Site Plan Review (SPR), a ministerial process, is to assure that future development in the City of Inglewood will make a positive physical contribution to the community by enhancing or upgrading the built-environment of the City. While the provisions of the Zoning Code establishes certain minimum design standards, the exclusive application of only minimum standards may cumulatively result in development projects that fail to provide such enhancement or upgrading.

Therefore, the Site Plan Review procedure has been established to permit the additional consideration and application of optimum rather than minimum design standards, based on the individual needs and circumstances of each proposed development project, in addition to satisfying the intent and policies of each project site’s respective zone. Site Plan Review considers on-site and off-site vehicular and pedestrian circulation; emergency accessibility; site layout and building orientation; architectural design and neighborhood compatibility; landscaping and related site improvements; parking accommodations; signs and other applicable design considerations.

Except for an area covered by an approved specific plan with its own design standards and alternative approval procedures, a Site Plan Review is required for:

Any new structure that has a structural value that exceeds $20,000.00; or

The value of any proposed enlargement, remodeling or alteration of any existing structure, or complex of structures, in any zone except R-1, R-1½, R-2 or R-2A that exceeds $20,000.

The exceptions for enlargements, remodeling or alterations in the aforementioned zones serve as a housing-friendly mechanism to allow and encourage additional living area for existing residential uses. Additional living area fosters maintenance, rehabilitation and modernization of the existing housing stock in the City. Also, it helps address overcrowding considerations. Following submittal of a Site Plan Review application, the Planning Division routes a set of plans to the Los Angeles County Fire Department and the City of Inglewood Public Works Department for review and comment. The comments from both departments are incorporated along with the Planning Division comments to ensure that the applicant is apprised early in the process of all applicable requirements. Upon re-submittal of corrected plans, the Planning Division will approve the plans.”

6. The City’s “Land Inventory” described at Page 6-1 of the General Plan Housing Element is hereby amended as follows (new text shown as underlined, and deleted text shown as strikethrough):

“The identification of land suitable for residential development and the potential for these sites to satisfy the City’s share of the regional housing need as determined by SCAG, is a key component of the Inglewood
Housing Element. Since the mid-1960s when Inglewood was substantially built-out, the City has had limited vacant land zoned for residential use and now this land offers fewer opportunities for new housing. The land inventory includes land that falls into one of three categories:

- Vacant residentially zoned sites
- Vacant Non-residentially zoned sites with Planned Assembly Development (PAD) potential
- Underutilized residentially zoned sites

The City’s site inventory was developed using several information sources including: City GIS data, Los Angeles County Assessor information, field surveys, and the City’s Land Use Element and Zoning Ordinance. The land identified is located throughout the City with a significant portion located at the current site of the former Hollywood Park racetrack (1050 S. Prairie) and former Daniel Freeman Medical Center.

The inventory has been divided into two parts. Table 6-1 inventories and analyzes all larger properties in the City available for residential development as of January 28, 2014. Subsequent to January 28, 2014, an additional sixty (60) acres of the former Hollywood Park racetrack site was designated Major Mixed-Use in the Land Use Element of the General Plan, which upon approval of a Specific Plan amendment could permit the development of additional housing units. Appendix F contains a parcel by parcel breakdown of the Hollywood Park site as of January 28, 2014, not including the 60 acres. Appendix H includes a graphical parcel specific analysis of each potential development site listed in the Table 6-1. The graphical site specific analysis considers infrastructure, water availability, and environmental considerations. Smaller residential sites that have been determined to be vacant or underutilized have been compiled under Appendix G. A parcel specific inventory was not done of these numerous sites. Instead, infill development on these smaller sites has been projected for the planning period based on recent development trends of similar properties, discussed in greater detail below.

The description of the Hollywood Park site in the “Key Sites for Housing with the Potential to Provide Affordable Housing” section at Page 6-5 of the General Plan Housing Element is hereby amended as follows (new text shown as underlined, and deleted text shown as strikethrough):

“Site 10-Hollywood Park (1050 S. Prairie) is regulated by the Hollywood Park Specific Plan (HPSP), approved in 2009 and amended in 2015. The 228 acre site is currently occupied by a functioning horse racetrack, casino and associated parking lot. While the site currently functions as a racetrack, it is no longer successful, as attendance has been declining for the past ten (10) years. According to an official announcement from the racing operator, the last race on site will occur in December 2013 at which time the racetrack will close in preparation for demolition activity. The property is privately owned by the Hollywood Park Land Company who also manages the horse racing and casino aspects of the site. The racetrack is not subject to a lease for use of the racing facilities.

Previously zoned for Commercial-Recreational uses (none of which included housing), the HPSP has rezoned 154.3 228 acres (204 parcels) of the site for mixed-use development (including housing), multi-family housing, townhomes, and single family residences. The remainder of the site has been rezoned for civic purposes, open space, commercial uses, a potential hotel, and the existing casino which will remain. The housing densities permitted by right range from 15-85 dwelling units per acre. Ellsworth/Isla properties can be developed at a density of 15 du/acre and the remaining 146 can be developed at 30 du/acre or greater. When built out under the current Hollywood Park Specific Plan, the site could provide as many as 2,995 dwelling units. With the addition of the northern parcel, the Hollywood Park Specific Plan could be amended in the future to allow for an increase in the number of dwelling units on such northern parcel. The plan also contains provisions to reduce or increase the number of housing units in exchanges without changes in the amount of retail, office, or hotel space. If such exchange were to occur, the number of housing units provided on the site could range from a minimum of 1,975 to a maximum of 3,500. As such exchanges have not been proposed by the developer or City, the 2,995 potential units project is based on the plan as written.

The HPSP includes a phasing component which divides the construction work into four (4) separate components (A, I, II, III) and the Plan specifically notes that after Phase A is complete, all the phases can occur simultaneously. Phase A has been completed. The following is a summary of the phases:

Phase A: Casino renovation (complete)

Phase I: Demolition of existing buildings, construction of retail center in SW corner, mixed-use, multi-family development, potential hotel, portions of open space development

Phase II: multi-family development, portions of open space development

Phase III: multi-family and single-family development, remainder of open space development

The three phases of construction are planned such that they can occur simultaneously and in any sequential order. Development of housing units is permitted in 163.3 298 acres (204 parcels) of the Site for mixed-use development (including housing), multi-family housing, townhomes, and single family residences. The remainder of the site has been rezoned for civic purposes, open space, commercial uses, a potential hotel, and the existing casino which will remain. The land identified is located throughout the City with a significant portion located at the current site of the former Hollywood Park racetrack (1050 S. Prairie) and former Daniel Freeman Medical Center.

The development at the Hollywood Park site will be subject to a ministerial ‘Plot Plan Review’ process under the HPSP, which is effectively the same administrative review process as the City’s ‘Site Plan Review’.
The Hollywood Park Project is almost entirely privately funded. However, the site is subject to an enforceable obligation with the City’s former Redevelopment Agency. Under this agreement the former agency has agreed to contribute a specified amount towards the construction of the site infrastructure.

8. The description of Hollywood Park in the “Traffic Generators” section at Page 22 of the Circulation Element of the General Plan is hereby amended as follows (new text shown as **underlined**, and deleted text shown as **strikethrough**):

> “2. Hollywood Park. This former racetrack site is designated as a master-planned mixed-use community that can accommodate approximately 40,000 vehicles and over 50,000 patrons among other uses, residential development, one or more hotels, professional office, retail, civic space, a performance venue and a stadium.”

9. The discussion of “Municipal Parking Lots” at Page 82 of the Circulation Element of the General Plan is hereby amended as follows (new text shown as **underlined**, and deleted text shown as **strikethrough**):

> “MUNICIPAL PARKING LOTS

To relieve parking demands in certain commercial districts, the City of Inglewood maintains several off-street parking lots that are available in varying degrees for public use. Many of the lots are readily accessible to the public, usually with restrictions only on the length of time a vehicle may be parked, such as may be controlled by parking meters. Other lots are restricted to use by the customers or employees of certain businesses that have leased a specific number of parking spaces from the City. The primary purpose of a municipal parking lot is to relieve existing parking deficiencies in older commercial areas and this primary purpose should remain in place. However, in recent years, some new developments have relied on leased municipal parking spaces to satisfy what would otherwise be their required provision of on-site parking spaces. This policy can diminish the benefit of relieving existing parking deficiencies. The City of Inglewood should restrict the use of municipal parking lots to accommodate the required on-site parking needs of new developments to only those occasions when utilizing municipal parking lots will facilitate economic development (particularly including local businesses), avoid shortages of parking in existing residential neighborhoods, and avoid the unnecessary waste of valuable urban space that could otherwise be used for productive uses, such as parks, retail amenities, and civic spaces. This is particularly important in those situations where public off-street parking lots were created to replace curb-side parking spaces lost due to street widening projects.”

10. The General Plan in effect as of the date that the Notice of Intent to propose this Initiative was submitted to the City Clerk, and the General Plan as amended by this Initiative, comprise an integrated, internally consistent, and compatible statement of policies for the City. In order to ensure that the General Plan remains an integrated, internally consistent, and compatible statement of policies for the City, the General Plan provisions adopted by this Initiative shall prevail over any conflicting revisions to the General Plan adopted between the date that the Notice of Intent to propose this Initiative was submitted to the City Clerk and the date that this Initiative is adopted. To that end, any conflicting revisions in the General Plan adopted between the date that the Notice of Intent to propose this Initiative was submitted to the City Clerk and the date that this Initiative is adopted shall be null and void in their entirety and without any legal effect.


1. To comprehensively implement the General Plan, as amended by this Initiative, the Northern Parcel is hereby rezoned from Commercial and Recreation (C-R) to Hollywood Park Specific Plan (HPSP), as such HPSP zone is defined in Chapter 12, Article 10.1 of the Municipal Code. The Site is also hereby rezoned to an SOZ sign overlay zone (as defined in Section 12-38.70 of Article 17.3 (Sign Overlay Zone) of Chapter 12 of the Municipal Code).

2. The Zoning Map set forth at Section 12-2.1 of the Municipal Code is hereby amended (even though the printing may not occur until it can be carried out by City staff) to change the depiction of the zoning of the Site as set forth in Section 3(B)(1), above, and as depicted on Exhibit C attached hereto.

3. Section 12-38.70 of Article 17.3 (“SOZ” Sign Overlay Zone) of Chapter 12 (Planning and Zoning) of the Municipal Code is hereby amended as follows (new text shown as **underlined**, and deleted text shown as **strikethrough**):

> “Section 12-38.70. Purpose. The SOZ zone is established to provide for the orderly, efficient, and harmonious approval of signs, sign structures, and other exterior advertising devices that allow for more flexibility to large scale and major development, active entertainment uses and enhance urban in-fill projects in the ‘C-R’ and HPSP zone. The SOZ Zone shall promote appropriate signage which:

(1) Uses clear graphics;

(2) Coordinates with the architectural elements of the building(s) on or near which the signage is located;

(3) Reflects a modern, vibrant image of Inglewood; and

(4) Enhances overall site aesthetics by regulating the number, size and location of signs.

The SOZ Zone ordinance shall specify the general types of signage and shall include a Master Sign Program that specifies the standards, general types and location of all signage.”
Section 12-101 (Ministerial Projects) of Article 28 (Environmental Review) of Chapter 12 (Planning and Zoning) of the Municipal Code is hereby amended as follows (new text shown as underlined, and deleted text shown as strikethrough):

“Section 12-101. Ministerial Projects. In accordance with Section 15268(c) of the State CEQA Guidelines, specific projects and activities in the City of Inglewood that are deemed to be ministerial projects and thereby exempt from the requirements of CEQA include, but are not limited to:

A. Building permits, and related permits issued by the Inglewood Division of Building and Safety for excavation and construction of building foundations.
B. Certificates of Occupancy.
C. Permits issued by the Inglewood Fire Department as required by the Uniform Fire Code and amendments thereto.

A new Section 12-4.2 is hereby added to Article 1.1 (General Regulations) of Chapter 12 (Planning and Zoning) of the Municipal Code as follows (new text shown as underlined):

“Section 12-4.2. Public Art within the HPSP Zone. The provisions of Section 12-4.1 shall not apply to development within the Hollywood Park Specific Plan zone.”

A new Section 12-31.15 is hereby added to Article 10.1 (Hollywood Park Specific Plan Zone) of Chapter 12 (Planning and Zoning) of the Municipal Code as follows (new text shown as underlined):

“Section 12-31.15. Specific Plan Amendments Incorporated. All references to the ‘Hollywood Park Specific Plan’ in this Article 10.1 shall be deemed references to 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 approved October 9, 2013 and that certain Specific Plan Amendment No. 2014-01 (City Ordinance No. 14-12) approved by the City on September 23, 2014, as further amended through the initiative process to adopt a new Chapter 6 entitled ‘Stadium Alternative Project’, and as may be amended from time to time.”

A new Section 12-31.7 is hereby added to Article 10.1 (Hollywood Park Specific Plan Zone) of Chapter 12 (Planning and Zone) of the Municipal Code as follows (new text shown as underlined):

“Section 12-31.7. Land Use Plan. The location of the various land uses within the HPSP zone shall be as shown in the land use plan in the Hollywood Park Specific Plan. The types of land uses allowed in the HPSP zone are open space, mixed-use, residential, commercial and recreation, sports and entertainment, and civic as described in the Hollywood Park Specific Plan.”

A new Section 11-141 of Article 14 (Public Art for New Construction) of Chapter 11 (Building Regulations) of the Municipal Code is hereby amended as follows (new text shown as underlined, and deleted text shown as strikethrough):

“Section 11-141. Installation of On-Site Artwork. A developer may satisfy the requirement to provide public art valued as specified in the Master Fee Schedule by entering into a written agreement with the City through the Parks, Recreation and Community Services Department, or, for any property located within the Hollywood Park Specific Plan zone, a developer may satisfy the requirement by entering into a statutory development agreement with the City to provide for the installation and maintenance of on-site artwork in accordance with the City’s standards and guidelines or as otherwise provided in the development agreement. After entering into such agreement, the Parks, Recreation and Community Services Department (or, in the case of the Hollywood Park Specific Plan zone, the City Clerk) shall notify the Building Division of such agreement and that no in-lieu fee payment will be required when the building permit is issued for the subject project.”

A new Section 12-4.2 is hereby added to Article 1.1 (General Regulations) of Chapter 12 (Planning and Zoning) of the Municipal Code as follows (new text shown as underlined):

“Section 12-4.2. Public Art within the HPSP Zone. The provisions of Section 12-4.1 shall not apply to development within the Hollywood Park Specific Plan zone.”

A new Section 12-101 (Ministerial Projects) of Article 28 (Environmental Review) of Chapter 12 (Planning and Zoning) of the Municipal Code is hereby amended as follows (new text shown as underlined, and deleted text shown as strikethrough):

“Section 12-101. Ministerial Projects. In accordance with Section 15288(c) of the State CEQA Guidelines, specific projects and activities in the City of Inglewood that are deemed to be ministerial projects and thereby exempt from the requirements of CEQA include, but are not limited to:

A. Building permits, and related permits issued by the Inglewood Division of Building and Safety for the excavation and construction of building foundations.
B. Certificates of Occupancy.
C. Permits issued by the Inglewood Fire Department as required by the Uniform Fire Code and amendments thereto.
D. Oil well permit, for which location a Special Use Permit has been previously granted.
E. Business licenses and related permits issued by the Permits and Licenses Committee.
F. Site plan review of a proposed project to verify compliance of the development or enlargement of the project with applicable zoning, development and other applicable regulations, as a prerequisite to the issuance of a building permit. (Exception: any consideration by the Planning Commission of an appeal of any requirement imposed under the provisions of site plan review shall constitute a discretionary consideration and shall be subject to the requirements of CEQA.)
G. Plot plan reviews and lot line adjustments approved pursuant to the Hollywood Park Specific Plan, and any appeals thereof.

10. Section 9-6 of Article 2 (Admissions Tax) of Chapter 9 (Taxes) of the Municipal Code is hereby amended as follows (new text shown as underlined; and deleted text shown as strikethrough):

"Section 9-6. Admissions Tax. Levy and Assessment.
There is hereby levied and assessed and shall be collected and paid a tax:

(1) In the sum of forty-five cents ($0.45) upon each admission to any horse racing meeting or harness horse racing meeting held or conducted within the City.
(2) In the sum of fifty-six cents ($0.56) upon each admission for which a charge is made to any enclosure, auditorium or place when such admission is for the purpose of attending a live sporting, athletic, theatrical, contest or presentation or any other live entertainment type exhibition, spectacle or participation of any kind; provided that effective on July 1st of each year, the rate will be adjusted upward by the percentage of annual change in the Los Angeles/Long Beach Consumer Price Index (CPI) as identified each June 1st. Should the June 1st change in the CPI be a decrease over the prior year, the tax will remain the same.
(3) If a reduction in the charge for admission to any event designated in subsections (1) or (2) of this Section is made to permit attendance to only a portion of such meeting, contest, presentation or event and such reduced charge is in the sum of one dollar ($1.00) or less, than the tax on such reduced admission shall be in the sum of twenty cents ($0.20).
(4) The admissions tax imposed by this Article shall not be applicable to any venue with a crowd capacity of one thousand persons or less.
(5) With regard only to venues with a seating capacity in excess of twenty-two thousand persons, the admissions tax imposed herein shall be equivalent to ten percent of the per person admission price for each event conducted in said venue, provided however that the aggregate amount of admissions tax collected by said venue and paid pursuant to this Article in any given tax year shall not exceed Fifteen Million Dollars ($15,000,000), adjusted annually by the consumer price index for Los Angeles, California (urban wage earners) most recently published by the U.S. Bureau of Labor Statistics, and thereafter this admissions tax shall not apply to said venue for the remainder of the given tax year."

11. Section 9-9 of Article 2 (Admissions Tax) of Chapter 9 (Taxes) of the Municipal Code is hereby amended as follows (new text shown as underlined; and deleted text shown as strikethrough):

"Section 9-9. Accounting and Delivery to the City. On or before the tenth day of each calendar month, the person collecting the tax levied and imposed by this Article shall render (in duplicate) an accounting or statement to the City of all (except as hereinafter provided) such taxable admissions to any such enclosure, auditorium or place during the calendar month preceding such accounting or statement. Such accounting or statement shall be filed with the Finance Director at the office of said Director in the City Hall, and at the time of such filing the person collecting such tax shall then and there pay to said Finance Director all amounts so collected as taxes hereunder, as shown in such accounting or statement. The correctness of such statements shall be subject to audit by the Finance Director or his or her properly authorized representative, who are hereby authorized and empowered to inspect and audit the books and records of any and all persons subject to the provisions of this Article. Notwithstanding anything to the contrary contained herein, if admissions tax does not apply to a given venue for the remainder of a given tax year in accordance with Section 9-6(1), then the person collecting the tax levied and imposed by this Article shall have no further reporting obligations pursuant to this Section for the remainder of the given tax year."

12. A new Section 5-24.1 is hereby added to Article 2 (Noise Regulations) of Chapter 5 (Offenses, Miscellaneous) of the Municipal Code as follows (new text shown as underlined):

"Section 5-24.1. Noise Regulations in Hollywood Park Specific Plan Area. The provisions of this Article shall not apply to the construction of the stadium within the Sports and Entertainment zone of the Hollywood Park Specific Plan area, and shall not apply to the operation of the stadium for any sporting events and for up to twelve (12) other events occurring at such stadium each year (with additional permitted events subject to the approval of the Permits and Licenses Committee, which approval shall be appealable by applicant to the City Council), which events shall be permitted to generate noise levels in excess of those otherwise permitted in this Article, so long as noise exceeding the limits in Article 2 does not extend beyond 12:00 a.m.

A. In order to provide development flexibility to accommodate the Proposed Development as an alternative use of the Site from what is currently reflected in the Hollywood Park Specific Plan, a new Chapter 6 is hereby added to the Hollywood Park Specific Plan, in the form of Exhibit D attached hereto and incorporated herein by reference.
B. Any elements or provisions of the General Plan and/or the Municipal Code, including all exhibits and figures, and all other City ordinances, policies and implementation programs or policies that make reference to the Hollywood Park Specific Plan shall be deemed to reference the Hollywood Park Specific Plan as amended by this Initiative.
SECTION 6. Findings of Consistency.

The planning and zoning provisions of the Municipal Code as amended by this Initiative, the Hollywood Park Specific Plan as amended by this Initiative, and the Hollywood Park Development Agreement as amended and restated by this Initiative, including the Stadium Alternative Mitigation Measures attached thereto, are consistent with (and shall at all times be interpreted to be consistent with) the objectives and policies of the General Plan as amended by this Initiative, and would affirmatively promote the objectives and policies of the General Plan, as amended and restated by this Initiative, which are consistent with all applicable state and federal laws, and the landowners of the Site may apply to subsequently amend the Development Agreement, except that the General Plan, the Hollywood Park Specific Plan and the Municipal Code shall not be amended by the City Council in a manner that would reduce or eliminate any Fundamental Benefits (as defined herein). Notwithstanding anything to the contrary contained herein, the City shall have the power to amend the Housing Element of its General Plan from time to time in accordance with the requirements of applicable state law, and the landowners of the Site may apply to subsequently amend the Development Agreement in accordance with its terms, and in neither event shall such amendments require a majority vote of the voters at a subsequent City election so long as such amendment would not reduce or eliminate any of the Fundamental Benefits. As used herein, the term “Fundamental Benefits” means the local hiring and outreach requirements, the youth program funding, the total park acreage of approximately 25 acres, and the $25 million annual threshold for City revenue prior to reimbursement for public improvements, as more specifically provided for in Section 23.3 of the Development Agreement approved by this Initiative.

SECTION 7. Conflict with Other Measures.

In the event that this Initiative and any other initiative addressing in whole or in part the same subject matter as this Initiative are approved by the voters at the same election, and this Initiative receives a greater number of affirmative votes than any other such measure or measures, such measure shall continue to be interpreted or measured against the General Plan, the Hollywood Park Specific Plan and all of its elements and parts (including sections adopted or readopted by this Initiative), and the Municipal Code (including sections adopted or readopted by this Initiative) may be reviewed and amended by the City Council from time to time upon the application of a landowner authorized to apply for such amendments pursuant to the Development Agreement, except that the General Plan, the Hollywood Park Specific Plan and the Municipal Code shall not be amended by the City Council in a manner that would reduce or eliminate any Fundamental Benefits (as defined herein). Notwithstanding anything to the contrary contained herein, the City shall have the power to amend the Housing Element of its General Plan from time to time in accordance with the requirements of applicable state law, and the landowners of the Site may apply to subsequently amend the Development Agreement in accordance with its terms, and in neither event shall such amendments require a majority vote of the voters at a subsequent City election so long as such amendment would not reduce or eliminate any of the Fundamental Benefits. As used herein, the term “Fundamental Benefits” means the local hiring and outreach requirements, the youth program funding, the total park acreage of approximately 25 acres, and the $25 million annual threshold for City revenue prior to reimbursement for public improvements, as more specifically provided for in Section 23.3 of the Development Agreement approved by this Initiative.

SECTION 8. Amendment.

The General Plan and all of its elements and parts (including sections adopted or readopted by this Initiative), the Hollywood Park Specific Plan and all of its elements and parts (including sections adopted or readopted by this Initiative), and the Municipal Code (including sections adopted or readopted by this Initiative) may be reviewed and amended by the City Council from time to time upon the application of a landowner authorized to apply for such amendments pursuant to the Development Agreement, except that the General Plan, the Hollywood Park Specific Plan and the Municipal Code shall not be amended by the City Council in a manner that would reduce or eliminate any Fundamental Benefits (as defined herein). Notwithstanding anything to the contrary contained herein, the City shall have the power to amend the Housing Element of its General Plan from time to time in accordance with the requirements of applicable state law, and the landowners of the Site may apply to subsequently amend the Development Agreement in accordance with its terms, and in neither event shall such amendments require a majority vote of the voters at a subsequent City election so long as such amendment would not reduce or eliminate any of the Fundamental Benefits. As used herein, the term “Fundamental Benefits” means the local hiring and outreach requirements, the youth program funding, the total park acreage of approximately 25 acres, and the $25 million annual threshold for City revenue prior to reimbursement for public improvements, as more specifically provided for in Section 23.3 of the Development Agreement approved by this Initiative.
B. Commencing on the effective date of this Initiative, the City is directed to expeditiously and diligently process all subsequent implementation actions for the Proposed Development, including, without limitation, issuance of demolition, grading and building permits, subdivision maps, lot line adjustments, and any other City actions as necessary, desirable and appropriate to implement the Proposed Development as expeditiously as possible.

C. The General Plan and Municipal Code amendments, amended and restated Development Agreement, and new Hollywood Park Specific Plan chapter adopted in this Initiative collectively contain the land use plan, development regulations, and implementation program necessary to guide the construction of the Proposed Development. The intensity and density of the new uses proposed in this Initiative, including the Stadium and ancillary improvements and uses in the Sports and Entertainment zone defined in the Hollywood Park Specific Plan, are generally consistent with the expected impacts contained in the cumulative impacts study set forth in the Original Project’s 2009 certified environmental impact report. Moreover, the Proposed Development includes Stadium Alternative Mitigation Measures (as set forth in Exhibit M of the Development Agreement) that incorporate original mitigation measures from the Original Project, together with enhanced mitigation with respect to the Stadium and related land uses. As such, the impacts of such new uses have been reviewed and mitigated.

SECTION 10. Statute of Limitations.

Unless a shorter statute in enacted by the State Legislature, all provisions of this Initiative shall be deemed subject to Government Code Section 65009(c), and no action or proceeding challenging all or any part of this Initiative shall be maintained unless commenced and service made within ninety (90) days of the date of the legislative body’s decision. The date of the legislative body’s decision shall be either the date the City Council adopts this Initiative in accordance with Elections Code Section 9214 or 9215, or the date the voters adopt this Initiative. If such date cannot lawfully be deemed the date of the legislative body’s decision, then the date of the legislative body’s decision shall be the earliest possible lawful date.

SECTION 11. No Future Development in the Interim Land Use Area Authorized before Compliance with California Environmental Quality Act (CEQA).

A. The Proposed Development may require the issuance of subsequent approvals by a governmental agency, all of which are part of the “project” approved by this Initiative. The issuance of permits, verifications, and satisfaction of conditions of approval, mitigation measures, and project design features for improvements and development that substantially conform to the Hollywood Park Specific Plan as amended by this Initiative is ministerial and accordingly exempt from CEQA.

B. Any future discretionary approval of uses, construction, or other activity in the Interim Land Use area defined in the Hollywood Park Specific Plan, where such uses, construction, or other activity are not otherwise permitted by the Hollywood Park Specific Plan as modified by this Initiative, shall require the City to adopt an amendment of the Hollywood Park Specific Plan and complete an environmental review of such amendment in accordance with CEQA.

SECTION 12. Severability.

A. If any provision of this Initiative or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect any provision or application of this Initiative that can be given effect without the invalid provision or application. This Initiative, and each section, subsection, sentence, clause, phrase or part thereof would have been adopted or passed irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or parts are declared invalid or unconstitutional. To this end, the provisions of this Initiative are severable.

B. The voters who signed this petition also declare that they would have signed the petition irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or parts thereof would have been declared invalid or unconstitutional.

SECTION 13. Interpretation.

This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. Subject to the foregoing, the provisions of this Initiative shall be interpreted or implemented in a manner that facilitates the purposes set forth in this Initiative. The title of this Initiative and the captions preceding the sections of this Initiative are for convenience of reference only. Such title and captions shall not define or limit the scope or purpose of any provision of this Initiative. The use of the terms “including,” “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used. Rather, such terms 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. The use of the term “or” shall be construed to mean “and/or.”


All attachments are incorporated by reference and comprise part of this Initiative measure. These attachments are listed below for ease of reference.

Exhibit A-1 attached hereto depicts the General Plan Land Use Map to be repealed by this Initiative, and Exhibit B-2 attached hereto depicts the new General Plan Land Use Map that shows the Major Mixed-Use designation for the Hollywood Park Site. Exhibit C attached hereto sets forth the amendment to the Inglewood Zoning Map with respect to the Hollywood Park Site. Exhibit D attached hereto sets forth the proposed new Chapter 6 being added to the Hollywood Park Specific Plan, with the other chapters of the existing Hollywood Park Specific Plan to remain unchanged. Exhibit E attached hereto sets forth the proposed amendment and restatement of the Hollywood Park Development Agreement (with new text shown as underlined, and deleted text shown as strikethrough).
Exhibit A-1 - Legal Description of the 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 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 SOUTH OF SAID PROPERTY, AS GRANTED TO HOLLYWOOD PARK OPERATING COMPANY, A DELAWARE CORPORATION, IN A DEED RECORDED MAY 18, 1982, AS INSTRUMENT NO. 82-515860, OFFICIAL RECORDS.

PARCEL 2:

PARCELS A, B, C, AND D AS SHOWN ON MAP OF PARCEL MAP 72263, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, 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. 82-515860, OFFICIAL RECORDS OF SAID COUNTY.


PARCEL 3:

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

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

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
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 ASSIGNSS, 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 EASTERNLY 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 WESTERNLY 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 AVE, 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)
The Forum

Inglewood Park Cemetery

Northern Parcel
(60 acres)

Hollywood Park Parcels
(238 acres)

1" = 800' at full size (8.5 x 11")
Exhibit B-1 - General Plan Land Use Map to be Repealed
Exhibit B-2: General Plan Land Use Plan - Major Mixed-Use Designation

Inglewood Park Cemetery

Hollywood Park Parcels

Northern Parcel

Hollywood Park Market Place

LAND USE
Major Mixed-Use
Exhibit D - Hollywood Park Specific Plan, Chapter 6

[Attached.]
CHAPTER 6
STADIUM ALTERNATIVE PROJECT STANDARDS

6.1 GENERAL PROVISIONS

As adopted in 2009, this Specific Plan tailored zoning rules for the 238-acre Hollywood Park Specific Plan area and permitted the incorporation of custom design guidelines and more extensive landscaping than required by the Inglewood zoning code. The Specific Plan included standards and guidelines both for the public realm (streets and streetscape, infrastructure, and parks and open space), as well as for the construction of private buildings. The Specific Plan also allowed for flexibility in the phasing of construction and the types and design of uses in order to respond to changes in market preferences in the long-term build-out of individual neighborhoods. The development standards and procedures established in the Specific Plan became the governing zoning standards for land uses within the Hollywood Park Specific Plan area.

Subsequently, the opportunity arose to incorporate an adjacent approximately 60-acre parcel into the Hollywood Park Specific Plan area and potentially incorporate a world-class, state-of-the-art stadium into the proposed development. This Chapter 6, subsequently adopted through the voter initiative process, presents a development alternative (the “Stadium Alternative Project”) that sites a stadium with up to approximately 80,000 fixed seats on the property, and rearranges and harmonizes the land uses and related development standards to accommodate the stadium and its supporting infrastructure. The stadium may be partially enclosed with a roof that may be transparent and/or able to be opened to the sky. The stadium may be used for a wide range of sporting and entertainment events. The area surrounding the stadium shall be further enhanced by an outdoor plaza space and other public concourses, publicly-accessible green space, and a lake and/or other water features. An ancillary, multi-purpose, enclosed performance venue of up to 6,000 fixed seats may also be located adjacent to the stadium, either nestled under an architectural extension of the stadium’s roof structure (if constructed) or as a stand-alone building.

This Chapter 6 shall be the applicable zoning standards for land uses within the Hollywood Park Specific Plan area if the applicant elects to construct the stadium pursuant to the procedures set forth in Section 6.5.1; otherwise, the original Hollywood Park Specific Plan, as amended, shall continue to apply as if this Chapter 6 were never adopted. If the Stadium Alternative Project has been implemented, where this Chapter 6 is silent on or not in implicit or explicit conflict with a particular development standard set forth in the previous chapters of the Hollywood Park Specific Plan, or any condition of approval thereto, such previously-adopted chapters shall also apply to the Stadium Alternative Project, and where this Chapter 6 is in implicit or explicit conflict with a particular development standard set forth in the previous chapters of the Hollywood Park Specific Plan or any condition of approval thereto, this Chapter 6 shall apply to the Stadium Alternative Project.

In accordance with the requirements of the Inglewood Municipal Code, the development standards and use restrictions throughout the City shall govern the development, use, and operation of the property within the Hollywood Park Specific Plan area, except as otherwise provided in this Specific Plan. In the case of a conflict between the applicable rules governing development in the Inglewood Municipal Code and the spirit, intent, or express requirements of this Specific Plan, this Specific Plan shall govern. Where this Specific Plan is silent or otherwise not in implicit or explicit conflict with the Inglewood Municipal Code, the Inglewood Municipal Code shall apply.

6.2 DEVELOPMENT STANDARDS

6.2.1 LAND USE PLAN

Exhibit 6-1–Stadium Alternative Project Land Use Plan identifies the various land uses within the Hollywood Park Specific Plan area, which include:

- Open Space
- Mixed-Use
- Residential
- Commercial and Recreation
- Civic
- Sports and Entertainment
- Interim Land Uses

The maximum development permitted within the Specific Plan area is described in Section 6.2.2–Development Limitations. Additionally, permitted uses within the above-mentioned land uses are described in Section 6.2.3–Land Uses.
6.2.2 DEVELOPMENT LIMITATIONS

In addition to the stadium and ancillary performance venue, this Specific Plan permits the maximum amount of development specified in Table 6-1—Development Limitations Table. In addition, different housing types are permitted within the Hollywood Park Specific Plan area, as shown in Table 6-2—Residential Development Table.

### TABLE 6-1 – DEVELOPMENT LIMITATIONS TABLE

<table>
<thead>
<tr>
<th>Land Use Type</th>
<th>Maximum Aggregate Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential*</td>
<td>2,500 dwelling units</td>
</tr>
<tr>
<td>Retail**</td>
<td>890,000 square feet</td>
</tr>
<tr>
<td>General Office*</td>
<td>780,000 square feet</td>
</tr>
<tr>
<td>Hotel***</td>
<td>300 rooms</td>
</tr>
<tr>
<td>Casino</td>
<td>120,000 square feet</td>
</tr>
<tr>
<td>Civic</td>
<td>Use and intensity to be determined***</td>
</tr>
</tbody>
</table>

* Live/Work or Shopkeeper units are considered one (1) dwelling unit. The work area within these units does not count toward retail or office square footage.

In an effort to maintain flexibility to respond to changing community needs and market conditions over the build-out duration of the Project, certain land uses may be converted from one use to another use. All land use conversions under this equivalency program shall apply the following factors for conversion of each use to another use (i.e., equivalency factor). For example, 1 residential unit may be converted to 97 square feet of retail OR 270 square feet of office OR 0.58 hotel rooms.

<table>
<thead>
<tr>
<th>From</th>
<th>To Residential</th>
<th>To Retail</th>
<th>To Office</th>
<th>To Hotel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 residential unit</td>
<td>--</td>
<td>97 SF</td>
<td>270 SF</td>
<td>0.58 rooms</td>
</tr>
<tr>
<td>1,000 SF retail</td>
<td>10.29 units</td>
<td>--</td>
<td>2,780 SF</td>
<td>5.98 rooms</td>
</tr>
<tr>
<td>1,000 SF office</td>
<td>3.7 units</td>
<td>360 SF</td>
<td>--</td>
<td>2.15 rooms</td>
</tr>
<tr>
<td>1 hotel room</td>
<td>1.72 units</td>
<td>167 SF</td>
<td>465 SF</td>
<td>--</td>
</tr>
</tbody>
</table>

** May include up to 100,000 square feet of ancillary meeting space.

*** The 2009 certified EIR analyzed impacts of an 800-pupil school, library, and community center for purposes of assessing a "worst-case scenario." As part of its approval of the ultimate uses for the Civic site, the City will determine if the environmental impacts of the use are adequately addressed in the 2009 certified EIR or whether supplemental environmental review is required under applicable CEQA standards. The developer of the Civic site shall be responsible for implementing any additional mitigation for the final selected use, if required, provided, however, that if such final use approved by the City is a component of the Stadium Alternative Project (i.e. parking, ancillary office, practice fields, or transit center), then the Stadium Alternative Mitigation Measures (defined in the Amended and Restated Development Agreement) shall apply.
**TABLE 6-2 – RESIDENTIAL DEVELOPMENT TABLE**

<table>
<thead>
<tr>
<th>Housing Type</th>
<th>Minimum Density (gross)</th>
<th>Maximum Density (gross)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed-Use Residential*</td>
<td>N/A</td>
<td>85.0 du/ac**</td>
</tr>
<tr>
<td>Single-Family</td>
<td>N/A</td>
<td>15.0 du/ac</td>
</tr>
<tr>
<td>Townhome</td>
<td>15.0 du/ac</td>
<td>30.0 du/ac</td>
</tr>
<tr>
<td>Wrap/Podium*</td>
<td>15.0 du/ac</td>
<td>85.0 du/ac**</td>
</tr>
</tbody>
</table>

Note: A block may contain more than one use or product type; density on blocks with multiple uses or product types shall be calculated as an average over the block.

* Includes Live/Work and Shopkeeper units.

** If developed as a senior citizen development, the maximum density may be increased in accordance with Chapter 12, Article 33 of the IMC and State Density Bonus Law.

6.2.3 LAND USES

6.2.3.1 Permitted, Accessory and Special Uses

Table 6-3–Land Use Table indicates the permitted, accessory and special uses allowed within the Hollywood Park Specific Plan area. The letters on top of the table represent the different zoning designations within Hollywood Park. The designations are as follows:

- MU = Mixed-Use Land Use
- R = Residential Land Use
- C-R = Commercial and Recreation Land Use
- C = Civic Land Use
- OS = Open Space Land Use
- SE = Sports and Entertainment Land Use
- I = Interim Land Use

Uses unmarked or omitted within this table are considered prohibited uses, subject to the ability of the Economic and Community Development Department Director (or the director of any department subsequently charged with the oversight of planning and building, as determined by the City Manager) to interpret the intent of all uses, in accordance with Section 5.1.6–Interpretation.

Permitted uses are permitted by right and do not require any type of discretionary action. Accessory uses are permitted by right as long as it is not the primary use.

If a specific use category within the Sports and Entertainment zone or Mixed-Use zone has not been expressly considered in this Specific Plan, Table 6-3–Land Use Table may be amended administratively as a Technical Revision pursuant to Section 5.4.1 – Technical Revisions upon a finding by the Economic and Community Development Department Director (or the director of any department subsequently charged with the oversight of planning and building, as determined by the City Manager) that the addition of permitted land use categories would be reasonably consistent with the types of activities expected in or around a world-class sports and entertainment venue throughout the United States.

For additional information on processing or the determination of a certain use, refer to Section 6.5.2 – Implementation.
<table>
<thead>
<tr>
<th>TABLE 6-3 – LAND USE TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MU</td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td>Acupressure Establishment</td>
</tr>
<tr>
<td>Acupressure or Massage within Acupuncture or Chiropractor Establishment, Accessory</td>
</tr>
<tr>
<td>Acupuncture or Chiropractor Establishment</td>
</tr>
<tr>
<td>Agricultural and Horticultural Use</td>
</tr>
<tr>
<td>X</td>
</tr>
<tr>
<td>Animal Shows, Exhibits and Competition</td>
</tr>
<tr>
<td>Antique Store</td>
</tr>
<tr>
<td>Art Gallery</td>
</tr>
<tr>
<td>Assembly Use (including, but not limited to, Religious Facility)</td>
</tr>
<tr>
<td>Athlete, Social, Entertainment, Dining, Recreation and Leisure Event</td>
</tr>
<tr>
<td>Auditorium</td>
</tr>
<tr>
<td>Automobile Retail Storefront</td>
</tr>
<tr>
<td>Bar (on-site service of alcohol as primary use)</td>
</tr>
<tr>
<td>Beauty or Cosmetology Salon</td>
</tr>
<tr>
<td>Bicycle Route</td>
</tr>
<tr>
<td>Bowling Alley</td>
</tr>
<tr>
<td>Card Club (over 100,000 square feet)</td>
</tr>
<tr>
<td>Carnival</td>
</tr>
<tr>
<td>Catering Services</td>
</tr>
<tr>
<td>Check Cashing Service</td>
</tr>
<tr>
<td>Civic Use</td>
</tr>
<tr>
<td>Commercial Broadcasting Antennas, Cellular Telephone, Antenna Installations and Telecommunication Facilities</td>
</tr>
<tr>
<td>Community Center</td>
</tr>
<tr>
<td>Community Garden</td>
</tr>
<tr>
<td>Convention and Conference Facilities</td>
</tr>
<tr>
<td>Counseling/Tutoring Group (10 or fewer students)</td>
</tr>
<tr>
<td>Counseling/Tutoring Group (over 10 students)</td>
</tr>
<tr>
<td>Day Care Facility (over 6 children)</td>
</tr>
<tr>
<td>Detached Garage</td>
</tr>
<tr>
<td>Dry Cleaning</td>
</tr>
<tr>
<td>Farmer’s Market</td>
</tr>
<tr>
<td>Freestanding Automated Teller Machine (ATMs)</td>
</tr>
<tr>
<td>Financial Institution (excluding check cashing service)</td>
</tr>
<tr>
<td>Game, Video or Film Arcade (3 or fewer machines)</td>
</tr>
<tr>
<td>Game, Video or Film Arcade (over 3 machines)</td>
</tr>
<tr>
<td>Gateway Element/ Entry Monument</td>
</tr>
<tr>
<td>Grocery Store</td>
</tr>
<tr>
<td>MU</td>
</tr>
<tr>
<td>----</td>
</tr>
<tr>
<td>Guest House, Accessory</td>
</tr>
<tr>
<td>Gymnasium or Health Club</td>
</tr>
<tr>
<td>Hiking Trail</td>
</tr>
<tr>
<td>Sales or Home Finding Center</td>
</tr>
<tr>
<td>Home Occupation</td>
</tr>
<tr>
<td>Hotel and Motel (100 rooms minimum)</td>
</tr>
<tr>
<td>Hotel and Motel (under 100 rooms)</td>
</tr>
<tr>
<td>Insurance Institution</td>
</tr>
<tr>
<td>Jewelry Store</td>
</tr>
<tr>
<td>Key Repair</td>
</tr>
<tr>
<td>Library</td>
</tr>
<tr>
<td>Live Performance Theater</td>
</tr>
<tr>
<td>Live Telecast and Filming</td>
</tr>
<tr>
<td>Live/Work Unit</td>
</tr>
<tr>
<td>Marketplace Retail</td>
</tr>
<tr>
<td>Massage Therapy or Spa</td>
</tr>
<tr>
<td>Up to 1 establishment</td>
</tr>
<tr>
<td>Others</td>
</tr>
<tr>
<td>Medical Office</td>
</tr>
<tr>
<td>Movie Theater</td>
</tr>
<tr>
<td>Multiple Dwelling (including residential condominiums)</td>
</tr>
<tr>
<td>Multi-Tenant Shopping Center</td>
</tr>
<tr>
<td>Mural</td>
</tr>
<tr>
<td>Museum</td>
</tr>
<tr>
<td>Music Lounge/Night Club (i.e. Jazz or Salsa Club)</td>
</tr>
<tr>
<td>Up to 1 establishment</td>
</tr>
<tr>
<td>Others</td>
</tr>
<tr>
<td>Off-Site Sale of Alcohol (Liquor or Wine Store)</td>
</tr>
<tr>
<td>Off-Site Sale of Alcohol in Grocery Stores Over 10,000 Square Feet in Area</td>
</tr>
<tr>
<td>On-Site Service of Alcohol</td>
</tr>
<tr>
<td>Up to 10 establishments</td>
</tr>
<tr>
<td>Over 10 establishments</td>
</tr>
<tr>
<td>Within an Area of Undue Concentration</td>
</tr>
<tr>
<td>One-Family Dwelling</td>
</tr>
<tr>
<td>Other Uses Permitted in the “C1” Zone in the Inglewood Municipal Code, as amended</td>
</tr>
<tr>
<td>Other Uses Permitted with a Special Use Permit in the “C1” Zone in the Inglewood Municipal Code, as amended</td>
</tr>
<tr>
<td>Other Uses Permitted in the “C-R” Zone in the Inglewood Municipal Code, as amended, not otherwise addressed in this Table 6-3, but expressly excluding any Adult Oriented Business</td>
</tr>
<tr>
<td>Outdoor Vendor</td>
</tr>
<tr>
<td>Outdoor Screening Area</td>
</tr>
<tr>
<td>Park</td>
</tr>
<tr>
<td>MU</td>
</tr>
<tr>
<td>----</td>
</tr>
<tr>
<td>Parking Lot or Structure</td>
</tr>
<tr>
<td>Parkway</td>
</tr>
<tr>
<td>Pedestrian Paseo</td>
</tr>
<tr>
<td>Pet Sales and Grooming</td>
</tr>
<tr>
<td>Pharmacy</td>
</tr>
<tr>
<td>Playground</td>
</tr>
<tr>
<td>Pool Hall</td>
</tr>
<tr>
<td>Private Club</td>
</tr>
<tr>
<td>Professional Office</td>
</tr>
<tr>
<td>Public or Quasi-Public Use</td>
</tr>
<tr>
<td>Public or Private Recreation Area</td>
</tr>
<tr>
<td>Pyrotechnic Displays (e.g., Fireworks)</td>
</tr>
<tr>
<td>Radio Broadcasting Facility</td>
</tr>
<tr>
<td>Restaurant, Cafe, Delicatessen or Bakery (Indoor and Outdoor)</td>
</tr>
<tr>
<td>Retail Sales (Furniture, Apparel, Books, Groceries, Hardware, Paint, Automotive Parts, Prepared Food, Gifts, Toys, Flowers, Plants, etc.)</td>
</tr>
<tr>
<td>Satellite Horse Race Wagering</td>
</tr>
<tr>
<td>School (Public or Private)</td>
</tr>
<tr>
<td>Senior Citizen Dwelling</td>
</tr>
<tr>
<td>Shed</td>
</tr>
<tr>
<td>Shoe Repair</td>
</tr>
<tr>
<td>Shopkeeper Unit</td>
</tr>
<tr>
<td>Special Event</td>
</tr>
<tr>
<td>Stadium</td>
</tr>
<tr>
<td>Tailgating</td>
</tr>
<tr>
<td>Tailoring</td>
</tr>
<tr>
<td>Telecommunications Facilities</td>
</tr>
<tr>
<td>Watch Repair</td>
</tr>
</tbody>
</table>

1 - Subject to obtaining Alcoholic Beverage Control (ABC) License; minimum separation distances in the Municipal Code do not apply.
2 - Specific uses within these units are subject to Section 2.4.5—Live/Work and Shopkeeper Unit Requirements.
3 - Refer to Exhibit 6-7—Housing Type Location Plan for permitted location of units.
4 - Notwithstanding the location requirements under Chapter 12, Article 25, Section 12-95.4.1 of Inglewood Municipal Code.
5 - Subject to obtaining a permit or license that may be required under Chapter 8, Article 3 of the Inglewood Municipal Code. May include service of alcohol.
6 - Refer to Section 6.2.3.2 below for applicable guidelines and restrictions for tailgating.
7 - Subject to FAA regulations.
8 - Time and location shall not require approval by the Department of Community Development and Housing.
9 - Gaming clubs per Section 12-27.1 of Article 10 of the Inglewood Municipal Code shall not be permitted in the SE zone.
10 - Champion Plaza only.
11 - Refer to Section 6.2.3.3 below.
Within the Sports and Entertainment Zone, the on-site service and consumption of alcohol shall be subject to the following:

(A) Only a Minor Administrative Permit shall be required for alcoholic beverage sales within the Sports and Entertainment Zone. Only one (1) Minor Administrative Permit shall be required for the stadium and its related uses, and only one (1) Minor Administrative Permit shall be required for the ancillary performance venue.

(B) The stadium and its related uses, and the ancillary performance venue, shall each be treated as one establishment and shall not count against the maximum number of establishments that can be authorized pursuant to a Minor Administrative Permit for the on-site service and consumption of alcohol in accordance with Sections 2.4.2 and 5.7.

(C) The on-site service and consumption of alcohol shall be governed by the Alcohol Use Approvals set forth in Section 2.4.2.1 – Conditions for the Accessory Use for On-Site Service and Consumption of Alcohol (Alcohol Use Approvals) and the specific requirements of any applicable ABC license(s), provided that the following special rules shall apply to the Minor Administrative Permit for the stadium and its related uses and the Minor Administrative Permit for the ancillary performance venue:

1. Recommendations of the Los Angeles County Fire Department relative to fire safety in accordance with applicable code shall be incorporated into building plans.

2. Establishments may serve alcohol from 7:00 a.m. to 2:00 a.m. on days when games or events are being held at the stadium, plaza, or the performance venue, and from 10:00 a.m. to 2:00 a.m. on all other days.

3. Alcoholic beverages purchased within the Sports and Entertainment Zone may be consumed anywhere within the boundaries of the Sports and Entertainment Zone, and are not limited to the boundaries of a specific business establishment, but may not be consumed beyond the Sports and Entertainment Zone except in a designated Tailgating area.

4. A full-service kitchen and full menu shall not be a requirement of on-site alcohol sales within the Sports and Entertainment zone.

5. Except for the general signage provisions set forth in Section 6.2.14, there shall be no restrictions on signage in outdoor areas designated for alcohol consumption (such as beer gardens or designated tailgating areas); however, the restrictions on Tailgating set forth in Section 6.2.3.2(D) below would apply in these areas.

6. Alcohol may be served in the Sports and Entertainment Zone in disposable containers instead of non-disposable glassware.

7. The City’s remedies for violations of this Section 6.2.3.2 shall be as currently set forth in the Inglewood Municipal Code.

An applicant may apply to administratively amend the conditions set forth in this Section 6.2.3.2(C) as a Technical Revision pursuant to Section 5.4.1 – Technical Revisions, and such application may be approved upon a finding by the Economic and Community Development Department Director or his or her designee that such amended conditions are reasonably consistent with the policies and procedures of world-class sports and entertainment venues throughout the United States or procedures similar to the Los Angeles Coliseum and Pasadena Rose Bowl.

(D) Tailgating shall be permitted in (1) designated areas within the Sports and Entertainment Zone and (2) any surface parking lots elsewhere within the Hollywood Park Specific Plan area (but expressly excluding the Residential zone) that are designated for stadium visitors, notwithstanding Section 5-18 of the Inglewood Municipal Code, but subject in all cases to each of the following conditions. The conditions set forth in this Section 6.2.3.2(D) may be amended administratively as a Technical Revision pursuant to Section 5.4.1 – Technical Revisions upon a finding by the Economic and Community Development Department Director or his or her designee that such amended policies are reasonably consistent with comparable sports and entertainment venues in Los Angeles County, including without limitation the Rose Bowl and the Los Angeles Coliseum.

a. Tailgating areas shall be continuously patrolled by uniformed personnel on foot, bicycle, or scooter during tailgating events to provide information and assistance and to ensure that tailgaters comply with established guidelines, including without limitation ensuring that tailgating activities do not interfere with the normal flow of traffic.

b. Tailgating shall be allowed no earlier than four (4) hours prior to the stated event commencement time, as applicable, and tailgating must conclude no later than two (2) hours following the conclusion of the game or event. “In and out” privileges will not be granted for vehicles.
c. Overnight storage of equipment by guests in tailgating areas shall be prohibited.

d. Parking shall be first come-first served, unless specific parking privileges are included as part of the admission ticket. No saving of parking spaces by guests for other guests shall be permitted. Tailgating shall only be permitted in the space(s) for which the guest has paid, provided, however, that additional spaces may not be purchased solely for tailgating equipment such as tents, chairs, and grills.

e. Roadways, aisles, and other parking areas shall be kept clear of tailgating equipment so that other vehicles and emergency personnel may park or pass through.

f. Guests must tailgate in front of or behind their vehicle only, or within a designated tailgating area.

g. A small tent (not larger than 10’x10’) may be erected in front of or behind a vehicle only (subject to clause (e) above).

h. Open flames are not permitted in any tailgate or parking area. Charcoal grills shall be permitted in tailgate areas. All barbecue grills must be raised off the ground.

i. Use of glass containers shall be prohibited. All drinks shall be placed in plastic or other non-breakable cups or cans.

j. Designated trash and recycling receptacles shall be provided in close proximity to the tailgate area for the disposal of trash and recyclables.

k. Use of controlled substances and underage drinking shall be prohibited in accordance with local, state, and federal law.

l. Selling of items or soliciting of any promotional or marketing activities by third-parties that have not been provided written authorization from the property owner and/or the event promoter shall be prohibited.

m. Excessively loud amplified music originating from guests’ cars or portable stereo equipment shall be prohibited in tailgating areas.

n. In no event shall tailgating be permitted any closer than 100 feet from the nearest single family residential use.

6.2.3.3 Interim Uses

The following interim uses are permitted in the Interim Land Use zone and in all other zones within the Hollywood Park Specific Plan area until full build-out of such area in accordance with the Hollywood Park Specific Plan:

- Card club (over 100,000 square feet)
- Parking of automobiles, staging of buses and other transportation-related parking and uses
- Athletic practice and training facilities and playing fields
- Broadcast media staging areas
- All other uses permitted in the C-R zone which do not require issuance of a building permit
- Shade structures or canopies of a non-permanent nature
- Police Department and Fire Department training activities
- Any accessory or related use to support or complement the uses listed above

6.2.3.4 Temporary Uses

The following temporary buildings, structures and uses shall be permitted anywhere within the Hollywood Park Specific Plan area, including any streets, with the locations of such uses subject to the approval of the Director of Public Works.

1. **During Construction and Initial Leasing or Unit Sales.** The temporary buildings, structures, and uses set forth in Section 2.4.4.1, as well as temporary buildings or structures for leasing and sales activities related to the stadium.

2. **Holiday Sales.** Temporary holiday sales such as Christmas tree and pumpkin sales and Christmas markets.

3. **Open Air Festival.** The temporary use of premises for promotional or community events, as defined in the Appendix.

4. **Sponsor Exhibitions.** The temporary display of promotional merchandise from stadium sponsors and advertisers, such as new car displays, interactive kiosks, or pop-up retail tents.

5. **Broadcast Media Staging Areas.** Temporary staging areas related to media coverage of events at the stadium, including staging areas for news vans, camera crews, mobile satellite trucks, and journalist trailers and tents.

6. **Temporary Telecommunication Facilities.** Temporary wireless telecommunications facilities.
6.2.4 CIRCULATION

Exhibit 6-2–Vehicular Circulation Plan illustrates a backbone road system that may connect with transit options to provide efficient travel in and around the community. The vehicular circulation plan shall consist of a combination of public and private streets, for which the precise alignment and plan for public dedication may change as building plans are refined in the normal course of development and circulation patterns are optimized within the site. While not shown on Exhibit 6-2–Vehicular Circulation Plan, all internal public streets will have curb cuts and driveway intersections. Exhibit 6-3–Bicycle Circulation Plan illustrates a system of bicycle connections that will further enhance connectivity within the community and promote alternative, sustainable transportation strategies. As with the street alignments, the precise alignment for bicycle pathways may change as building plans are refined in the normal course of development and circulation patterns are adjusted to ensure the safety of cyclists and pedestrians.

6.2.4.1 Vehicular Circulation

The vehicular circulation system will be organized with a hierarchical street system, which will create a system of new collector and local streets.

Exhibit 6-4—Street Sections illustrates the cross-sections of the streets within the Hollywood Park Specific Plan area. The street layout promotes efficient circulation and encourages a traditional neighborhood streetscape and is designed to discourage cut-through traffic within the residential neighborhoods. None of the public streets shall be gated, except for temporary gates as may be required for crowd control in consultation with the Inglewood Police Department. All on-street parallel parking shall have a minimum length of twenty-two feet (22').

Private drives or streets will be privately maintained. Private drives or streets may be gated to create gated communities. The designation of any internal streets as private drives and the utilization of gates shall not prevent public access to any public park from dawn until dusk. 7 days per week, subject to any temporary closures permitted in accordance with the provisions of this Specific Plan or otherwise approved by the City. Roads bound to the stadium immediately to the north and south and roads adjacent to Lake Park (shown as Section C-1 on Exhibit 6-4) may use enhanced paving materials, have raised traffic tables, or have curbless portions, and/or may employ other techniques to integrate the Stadium, Lake Park, and other adjacent areas.

6.2.4.2 Non-Vehicular Circulation

Bike lanes and routes within the Hollywood Park development will connect to the larger city bike circulation network, as depicted on Exhibit 6-3.

6.2.4.3 Perimeter Improvements and Street Sections

The phasing for construction of the streets improvements identified in this section is set forth in the Amended Development Agreement.

6.2.4.3.1 Perimeter Improvements

Sidewalks abutting Century Boulevard, Prairie Avenue, and/or Pincay Drive on the perimeter of the Hollywood Park Specific Plan area may be increased into the existing parkway from five (5) feet to thirteen (13) feet.

All Other Street Sections

Exhibit 6-4 illustrates the cross-sections of the streets within the Hollywood Park Specific Plan area.

6.2.5 MINIMUM BUILDING SETBACKS

The required minimum building setbacks for the Hollywood Park Specific Plan area are shown in Exhibit 8-5–Minimum Building Setbacks. The intent of the setback requirements are to reinforce and protect the character of the public streets and to create a pedestrian-scaled streetscape. Also, the setbacks provide a landscape buffer from the surrounding development. In addition, any site developed with a casino/gaming facility shall have a thirty foot (30') minimum setback from the property line of any adjacent parcel, subject to encroachments permitted by Table 6-6 – Permitted Setback Encroachments of this Specific Plan. Buildings may be at “zero-lot” line if the setback and encroachment requirements in this section are met, so long as Fire Code separation distances are maintained.

6.2.6 BUILDING HEIGHT STANDARDS

There are four (4) height zones, as shown on Exhibit 6-6–Building Height Standards, to control building heights within the Hollywood Park Specific Plan area. The intent of the height standards is to concentrate height in the central and western portion of the site while complying with FAA regulations and providing a step-down in heights to the east as to be compatible with adjacent residential uses.

Development adjacent to the single-family homes to the north and east of the site will have the most restrictive building height of forty-five feet (45') and no more than three (3) stories from grade, measured at the front of the building. Most of the remaining site will have a maximum building height of seventy-five feet (75') and no more than six (6) stories from grade, measured at the front of the building, provided that within this area a “Varied Height Zone” shall allow for office or hotel uses to exceed that base height in limited areas. The height of the stadium shall not exceed two hundred ninety feet (290') above mean sea level (“AMSL”). For reference, the proposed average grade around the stadium is expected to range from one hundred fifteen feet (115') to one hundred forty-five feet (145') AMSL.
Within all height zones that have a height limitation of 75' or higher, the following height encroachments are permitted, although in no event will height encroachments be permitted that exceed FAA standards:

- Cupolas, steeples, flags, towers or other ornamental architectural features of an individual building (not to exceed 625 square feet in area per structure) shall be allowed to extend up to twenty-five feet (25') above the otherwise allowable height limit.
- A maximum of one (1) signature architectural feature on site of no more than 1,000 square feet may extend up to one hundred sixty feet (160') in height.

6.2.7 RESIDENTIAL ZONE DEVELOPMENT STANDARDS

This Specific Plan establishes the location where the Single-Family, Townhome, Wrap/Podium and Mixed-Use Residential Housing Types are permitted (Exhibit 6-7—Housing Type Location Plan). Although, these housing types reference to location and/or density, there is flexibility within these housing types in regards to the specific product types that may be built in these areas.

Specific development standards for the three housing types permitted within the “Residential” zone are located in Table 6-4—Residential Zone Residential Zone Development Standards.

TABLE 6-4–RESIDENTIAL ZONE DEVELOPMENT STANDARDS1

<table>
<thead>
<tr>
<th>Standard</th>
<th>Single-Family Housing Type</th>
<th>Townhome Housing Type</th>
<th>Wrap/Podium Housing Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Density (gross)</td>
<td>Up to 15 du/ac</td>
<td>Up to 30 du/ac</td>
<td>Up to 85 du/ac</td>
</tr>
<tr>
<td>Minimum Lot Size*</td>
<td>3,000 square feet*</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Lot Width*</td>
<td>40 feet*</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Public Street Facing/Perimeter Setbacks</td>
<td>Refer to Exhibit 6-5</td>
<td>Refer to Exhibit 6-5</td>
<td>Refer to Exhibit 6-5</td>
</tr>
<tr>
<td>Interior Side and Rear Setbacks**</td>
<td>5 feet***</td>
<td>5 feet***</td>
<td>5 feet***</td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>55%</td>
<td>75%</td>
<td>85%</td>
</tr>
<tr>
<td>Building Separation</td>
<td>10 feet (per California Building Code)</td>
<td>10 feet (per California Building Code)</td>
<td>0 feet (per California Building Code)</td>
</tr>
<tr>
<td>Location of Refuse Storage****</td>
<td>Within side yard or garage</td>
<td>Within garage or common area</td>
<td>Within garage or common area</td>
</tr>
</tbody>
</table>

1 The Appendix section contains examples of how Residential Zone development standards are applied to the three housing types.
* Minimum lot size and width applies to individual, one-family homes located on separate legal lots as designated on the Tract Map (as distinguished from condominiums).
** Interior setbacks apply to only legal lot lines, as designated on the Tract Map.
*** The side yard setback may be reduced to 0’ through a shared use easement as long as the 10’ cumulative side yard setback/building separation is maintained.
**** Refuse storage cannot encroach into required resident parking spaces within a garage. Refuse Storage areas can be within a side yard, provided that the side yard is at least 5’ in width (see Table 6-6).

6.2.8 MIXED-USE AND NON-RESIDENTIAL LAND USE DEVELOPMENT STANDARDS

This Specific Plan provides for a variety of commercial and retail opportunities, as well as a stadium and performance venue at the heart of the project. Mixed-use and non-residential land uses consist of five different zones. These zones are:

- Open Space
- Mixed-Use
- Commercial and Recreation
- Civic
- Sports and Entertainment

Specific development standards for these categories are located in Table 6-5—Mixed-Use and Non-Residential Zones Development Standards.

Additional mixed-use and non-residential zones development standards include:

1. Permitted setback encroachments are defined in Table 6-6—Permitted Setback Encroachments.
2. Residential dwelling units within the “Mixed-Use” zone (Mixed-Use Housing Type) shall be located in the areas indicated in Exhibit 6-7—Housing Type Location Plan.
3. Interior noise levels attributable to exterior sources shall not exceed forty-five (45) decibels in any habitable room of all residences within the Hollywood Park Specific Plan area. Exterior sources shall be measured as against a typical day, and not with respect to special events at the stadium.
4. The size and number of refuse areas shall be determined by the Planning and Building Safety Divisions of the Economic and Community Development Department, the Public Works Department and the City’s waste management service provider. The project may integrate refuse compactors, thus reducing the need for a larger refuse area. All outdoor refuse areas shall be screened from public view.
5. A minimum of two (2) cubic feet of storage is required within each residential unit for the Mixed-Use Housing Type. This storage area shall be accessible only to the resident(s) of the respective unit. If located within a garage, the storage area must be a minimum of forty-eight inches (48”) above ground. If located within a residential unit, the storage area must be in an area or closet separate from a wardrobe closet. Storage areas must be clearly designated on architectural plans.
(6) Outdoor storage shall be screened from view from public areas and shall be kept clear of junk (as defined in Article 3, Chapter 7, Section 7-15 of the Municipal Code) and nonworking automobiles.

### TABLE 6-5–MIXED-USE AND NON-RESIDENTIAL ZONES DEVELOPMENT STANDARDS

<table>
<thead>
<tr>
<th>Standard</th>
<th>Mixed-Use</th>
<th>Commercial and Recreation</th>
<th>Civic</th>
<th>Open Space</th>
<th>Sports and Entertainment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Density (gross)</td>
<td>85 du/ac****</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Min. Lot Size</td>
<td>None*</td>
<td>1 acre</td>
<td>None</td>
<td>None</td>
<td>1 acre</td>
</tr>
<tr>
<td>Min. Lot Width/Depth</td>
<td>None</td>
<td>100 feet / 100 feet</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Public Street Facing/Perimeter Building Setback</td>
<td>Refer to Exhibit 6-5</td>
<td>Refer to Exhibit 6-5</td>
<td>Refer to Exhibit 6-5</td>
<td>Refer to Exhibit 6-5</td>
<td></td>
</tr>
<tr>
<td>Interior Side and Rear Building Setbacks**</td>
<td>0 feet</td>
<td>Refer to Exhibit 6-5</td>
<td>Refer to Exhibit 6-5</td>
<td>0 feet</td>
<td>Refer to Exhibit 6-5</td>
</tr>
<tr>
<td>Building Separation from Single-Family Housing Type*****</td>
<td>25 feet</td>
<td>200 feet</td>
<td>25 feet</td>
<td>10 feet</td>
<td>180 feet</td>
</tr>
<tr>
<td>Max. Lot Coverage</td>
<td>90% (including hotels)***</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>15%</td>
</tr>
<tr>
<td>Building Separation</td>
<td>0 feet (per California Building Code)</td>
<td>10 feet (per California Building Code)</td>
<td>Per California Building Code</td>
<td>0 feet (per California Building Code)</td>
<td>Per California Building Code</td>
</tr>
</tbody>
</table>

* A site developed as a hotel/motel use shall have a minimum lot area of 20,000 square feet.
** Interior setbacks apply to only legal lot lines, as designated on the Tract Map. Multiple lots that share the same parking and/or access shall be considered as one lot.
*** A maximum of three (3) lots within the Mixed-Use zone may have 100% lot coverage.
**** If developed as a senior citizen development, the maximum density may be increased in accordance with Chapter 12, Article 33 of the IMC and State Density Bonus Law.
***** Minimum distance from building face to building face.

#### 6.2.9 SETBACK ENCROACHMENTS

All permitted encroachments within the project are described on Table 6-6 – Permitted Setback Encroachments. In all cases, encroachments shall comply with the California Building Code. Notwithstanding the permitted setback encroachments as set forth in Table 6-6, encroachments in the Sports and Entertainment zone (1) shall be permitted for 100% of the Public Street Facing Setback so long as such encroachments do not include any permanent building structures, and (2) may include ADA ramps, stairs or overhangs that are integral to the design or required for the operation of the stadium.
Street parking shall be permitted on all public streets within the Hollywood Park Specific Plan area. In addition, valet parking may be used as a means to meet required parking spaces, except within the Residential zone.

Within the Residential zone, units other than single-family homes on three thousand (3,000)-square foot lots, shall have one (1) guest/visitor parking space per three (3) dwelling units provided as follows: one (1) guest/visitor space for six (6) dwelling units shall be provided off-street in a garage or in a parking lot or an on-site designated parking area, and another one (1) guest/visitor space for six (6) dwelling units shall be provided either off-street, or by utilizing public or private on-street parking, or a combination of off-street and public or private on-street parking. Notwithstanding the foregoing, if public on-street parking is utilized to meet a portion of the required guest/visitor parking, at no point shall the total number of public street parking spaces used to meet the requirements exceed fifty percent (50%) of the total number of the then available public street spaces. Single-family homes on three thousand (3,000)-square foot lots (or greater) shall have one (1) guest/visitor space per dwelling unit provided off-street in a designated parking area.

To serve the Sports and Entertainment zone, no less than nine thousand (9,000) spaces located throughout the Hollywood Park Specific Plan area shall be made available for uses within the Sports and Entertainment zone. The 9,000 spaces may either be dedicated to Sports and Entertainment zone uses or demonstrated to be available through a shared parking study that examines parking supply within the Mixed-Use and Civic zones. Any shared parking study shall be approved provided that it is prepared by a qualified traffic engineer and that is employs the objective methodologies set forth at Section 2.11.3 of this Specific Plan. Valet parking also may be used as a means to meet required parking spaces for Sports and Entertainment zone uses, regardless of where on the site the parking is located.

With respect to the Casino Property (as defined in the Amended Development Agreement), the applicant may elect not to submit a shared parking study to determine required parking, and instead may treat the casino as a stand-alone use, in which case parking shall be provided in accordance with IMC Section 12-47.

Surface parking areas within the Hollywood Park Specific Plan area that are interim in nature shall meet the following standards:

(1) Parking lot surfaces devoted to vehicular traffic can be constructed with paving materials such as asphalt, concrete, concrete pavers, gravel, decomposed granite, grass, or grass pavers.

(2) Trees can be planted in containers, such as planters or nursery boxes, so that they can easily be relocated and subsequently planted in areas that correspond with future development phases. Temporary tree planting areas will be clearly marked, but are not required to have raised concrete curbs.

(3) To allow maximum flexibility for event parking requirements, not all parking spaces need to be striped, provided, however, that all ADA parking spaces will be clearly marked as required by applicable law.

### TABLE 6.6– PERMITTED SETBACK ENCROACHMENTS

<table>
<thead>
<tr>
<th>Encroachment Type</th>
<th>Product Type(s)</th>
<th>Permitted Distance and Location(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry door swing</td>
<td>Non-Residential Mixed Use</td>
<td>18' into public right of way or Public Street Facing Setback</td>
</tr>
<tr>
<td>Projecting basements, underground cisterns, and subterranean garages and tunnels* provided there is space for plant material to grow above them (2' minimum)</td>
<td>Mixed-Use and Wrap/Podium Housing Types</td>
<td>5' into Public Street Facing Setback and 100% to interior property lines</td>
</tr>
<tr>
<td>ADA accessible ramps (may include a trellis or other architectural feature that does not exceed the first floor plate height) and unenclosed stairwells</td>
<td>All Building Types</td>
<td>5' into Public Street Facing Setback</td>
</tr>
<tr>
<td>Balconies, porches, stairs, stoops, and/or terraces</td>
<td>All Building Types</td>
<td>6' into Public Street Facing Setback</td>
</tr>
<tr>
<td>Fireplaces and bay windows</td>
<td>All Housing Types</td>
<td>30' or per California Building Code, whichever is more stringent, into Public Street Facing Setback</td>
</tr>
<tr>
<td>Cornices, eaves, sills, buttresses, and other architectural features</td>
<td>All Building Types</td>
<td>100% of Public Street Facing Setback.</td>
</tr>
<tr>
<td>Awnings, lighting fixtures, and canopies</td>
<td>All Building Types</td>
<td>3' into Public Street Facing Setback</td>
</tr>
<tr>
<td>Porte cochere, transformers, private outdoor patios, sidewalks, and building overhangs</td>
<td>Commercial and Recreation</td>
<td>15' into any Setback</td>
</tr>
<tr>
<td>Parking, loading, driveways, and sidewalks</td>
<td>All Building Types</td>
<td>10' into Public Street Facing Setback along Prairie Avenue, Century Boulevard, and Pincay</td>
</tr>
<tr>
<td>Walls and fences</td>
<td>N/A</td>
<td>Provided in Section 2.13</td>
</tr>
<tr>
<td>Entry monuments / project entrance gates</td>
<td>N/A</td>
<td>Provided in Section 6.2.14</td>
</tr>
<tr>
<td>Signs</td>
<td>N/A</td>
<td>Projecting Signs, Pageantry and Directional Signs (Table 2-10-Permitted Sign Matrix)</td>
</tr>
<tr>
<td>Trash cans and refuse areas</td>
<td>Single-Family Housing Types</td>
<td>3' into Interior Side Setback if Interior Side Setback is a minimum of 5 feet</td>
</tr>
</tbody>
</table>

* Subterranean loading dock access tunnel may extend beyond the Sports and Entertainment zone and into the Mixed-Use zone.

### 6.2.10 PARKING STANDARDS

Street parking shall be permitted on all public streets within the Hollywood Park Specific Plan area. In addition, valet parking may be used as a means to meet required parking spaces, except within the Residential zone.
A five foot (5') wide landscape buffer between public rights of way and any parking zone is recommended but not required. Perimeter masonry walls are not required.

6.2.12 WALL AND FENCE STANDARDS

A separate fence permit shall not be required for the construction or installation of any wall or fence within the Hollywood Park Specific Plan area that is in conformance with Section 2.13 – Wall and Fence Standard.

6.2.13 HOLLYWOOD PARK IDENTITY ELEMENTS

The provisions of Section 2.14 – Hollywood Park Identity Elements (including, without limitation, Table 2-9 – Permitted Hollywood Park Identity Elements) shall not apply to development of the Stadium Alternative Project set forth in this Chapter 6, and instead all signage, monumentation, and identity elements shall be governed by the provisions of Section 6.2.14 – Signage.

6.2.14 SIGNAGE

6.2.14.1 Intent

This Specific Plan contemplates greater flexibility for modern, vibrant signage within the Sports and Entertainment Zone at the center of the Hollywood Park Specific Plan area, in light of the scale and character of the active sports and entertainment uses within this zone. The Sports and Entertainment zone shall include appropriate signage that uses clear graphics and that coordinates with the architectural elements of the building(s) on or near which the signage is located. Outside of the Sports and Entertainment zone, the coordinated plan for signage remains largely unchanged, except for required adjustments to the plan to harmonize the stadium with other commercial uses and to locate and scale identity elements along the perimeter of the site and at points of ingress and egress.

6.2.14.2 Signage Outside of the Sports and Entertainment Zone

Signage standards for the portions of the Hollywood Park Specific Plan area located outside of the Sports and Entertainment zone shall be governed by the provisions of Section 2.15 – Signage and Section 3.6 - Signage, except as modified by the following:

(a) The following additional sign types shall be permitted, in accordance with design standards set forth in Table 6-7- Additional Permitted Signage Outside of the Sports and Entertainment Zone.

<p>| TABLE 6-7 – ADDITIONAL PERMITTED SIGNAGE OUTSIDE OF THE SPORTS AND ENTERTAINMENT ZONE |</p>
<table>
<thead>
<tr>
<th>Sign Type</th>
<th>Number of Permitted Signs</th>
<th>Maximum Sign Area</th>
<th>Maximum Height (Free-standing)</th>
<th>Other Design Guidelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Identity Signage</td>
<td>2</td>
<td>No limit on number of sign faces; not to exceed a total aggregate maximum of 3,165 sq. ft. for each sign</td>
<td>100 feet</td>
<td>May be illuminated, subject to Section 6.2.14.4. May include Digital Displays, subject to Section 6.2.14.5.</td>
</tr>
<tr>
<td>Entry Monuments / Project Entrance Gates</td>
<td>12</td>
<td>No limit on number of sign faces; not to exceed a total aggregate maximum of 600 sq. ft. for each sign</td>
<td>30 feet</td>
<td>May be illuminated, subject to Section 6.2.14.4. May include Digital Displays, subject to Section 6.2.14.5.</td>
</tr>
</tbody>
</table>

(b) The following permitted signs and/or sign structures are exempt from the permit requirement of Section 12-72 of the Inglewood Municipal Code:

1. Portable Signs. Bi-faced, free-standing signs, not to exceed four (4) feet in height at fully-open standing position, if such signs may be readily removed from public view at the end of each business day and if such signs are not placed upon any public right-of-way, in any on-site parking space, or in any landscaped planter area.

2. Temporary Decorations. Temporary graphics and decorations for holiday seasons or special events (e.g., Super Bowl, NBA All-Star game, Summer Olympics), provided that such graphics and decorations are installed not more than sixty (60) days before the holiday or holiday season or event and removed not later than two (2) weeks after the holiday or holiday season or event.

3. Changeable Copy Signs. The changing of advertising copy or message on theater boards, marquees, bulletin boards, mural graphics, pageantry, and contemporary public art installations (so-called “plop art”), when the basic board, marque, mural graphic, pageantry, or art installation is otherwise permitted. Notwithstanding Section 12-75(G) of the Inglewood Municipal Code, plop art signage may be constructed of nondurable materials if such signs are changed out on a regular basis.

4. String Pennants. Notwithstanding Section 12-74(J) of the Inglewood Municipal Code, string pennants may be displayed to activate public spaces for temporary events, provided that such string pennants are displayed in an orderly and well-maintained condition.

5. Public and Community Notices and Signs. Public notices posted pursuant to law, signs erected by governmental agencies and public utilities, warning or information signs required by law for public health and safety, and public service announcements.
6. Parking and No Trespassing Signs. Signs such as “no trespassing” or parking signs that do not exceed six (6) square feet in area and which do not advertise merchandise or services.

7. Temporary Promotional Advertising. Signs for such purposes as promoting an opening or a closure of an event.

8. Temporary Construction Signs. Construction signs, provided that such signs are removed not later than one (1) week after issuance of a certificate of occupancy.

9. Flags. National, state or other governmental flags, or flags depicting logos of, and displayed by, public institutions or nonprofit service organizations. Additionally, flags may be displayed in the same circumstances that string pennants may be displayed. All flags shall be maintained in a non-deteriorated condition.

6.2.14.3 Signage within the Sports and Entertainment Zone.

All permitted signage set forth in Table 2-10 – Permitted Sign Matrix shall be permitted within the Sports and Entertainment Zone, but with no limit on the number of permitted signs and no maximums on sign area per sign face or height (subject to FAA

regulations). All signage set forth in Section 6.2.14.2(b) above also shall be permitted within the Sports and Entertainment Zone and is exempt from the permit requirement of Section 12-72 of the Inglewood Municipal Code. In addition, the following additional sign types shall be permitted, with no limit on the number of permitted signs of each type and no maximums on sign area per sign face or height:

(a) Building Banner Graphics. A sign, consisting of an image projected onto a building face or wall or printed on vinyl, mesh or other material with or without written text, supported and attached by an adhesive and/or by using stranded cable and eye-bolts and/or other materials or methods.

(b) Rooftop Graphic. A sign erected or projected upon the roof of a building. A Rooftop Graphic may be a Digital Display.

(c) Building Top Signs. A sign that is applied or placed upon the roof surface, approximately perpendicular with the roof plane.

(d) Interactive Sign. A Digital Display, Light Projection, or Architectural Sign with which a human may interact to obtain information or entertainment, such as a touch-screen or motion-activated display.

(e) Architectural Sign. A sign that highlights, accentuates, or illuminates vertical, horizontal, or other elements of the structure's architecture, and that is both decorative and functional by providing either information or illumination.

(f) Light Projection. An image projected on the face of a delineated wall, sidewalk, plaza, or screen from a distant electronic device, such that the image does not originate from the plane of the wall.

(g) Digital Display. A sign face, building face, and/or any building or structural component that displays still images, scrolling images, moving images, or flashing images, including video and animation, through the use of grid lights, cathode ray projections, light emitting diode displays, plasma screens, liquid crystal displays, fiber optics, or other electronic media or technology that is either independent of or attached to, integrated into, or projected onto a building or structural component, and that may be changed remotely through electronic means.

(h) Off-site Sign. A sign that displays any message directing attention to a business, product, service, profession, commodity, activity, sponsor, event, person, institution or any other commercial message, which is generally conducted, sold, manufactured, produced, offered or occurs elsewhere than on the premises where the sign is located.

(i) Pole Sign. A freestanding sign that is erected or affixed to one or more poles or posts.

6.2.14.4 Sign Illumination

If signage is illuminated, spotlight devices shall not shine directly upon any public right-of-way or upon properties adjacent to the Hollywood Park Specific Plan area. The maximum brightness level for signage and lighting within the Hollywood Park Specific Plan area shall be limited as set forth in the Stadium Alternative Mitigation Measures attached as Exhibit M to the Development Agreement.

6.2.14.5 Sign Refresh Rate

For any digital signage located outside of the Sports and Entertainment Zone 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 (8) seconds, with an instant transition between images. For all other digital signage, including without limitation all signage located within the Sports and Entertainment Zone, there shall be no restriction on sign refresh rates, and digital signage may stream live video.

6.2.14.6 Special Sign Design Principles in the Sports and Entertainment Zone

Notwithstanding anything to the contrary set forth in the Inglewood Municipal Code, the following design standards shall apply to all signs located within the Sports and Entertainment Zone:

(a) Structural bracing for signs or for their supporting structures may be visible if such bracing is integrated into the design of the sign and is a decorative feature of the sign installation.

(b) There shall be no limit on the size of business logos or symbols incorporated into wall signs.

(c) The vertical height of letters located on a marquee sign shall not be limited so long as the sign structure otherwise complies with the requirements of this Specific Plan.

(d) A mural shall not be limited to 1,000 square feet in area and shall not require a separate design approval. A mural may cover a maximum of one exterior building wall, or one side of a freestanding wall. Mural signs may have exposed illumination (such as neon or fiber optics) if such illumination is integrated into the design of the mural sign.
(e) There shall be no restrictions on the location of signs on the facade of the stadium building if the signage is integrated into the overall architectural design of the building.

(f) There shall be no limit on the number of colors used in any one sign.

6.3 DESIGN GUIDELINES

6.3.1 LOCATION OF PARKS AND OPEN SPACE

Under the Stadium Alternative Project, the approximately 25 acre park and open space system in Hollywood Park is comprised of three (3) individual parks (Lake Park, Arroyo Park, and Bluff Park), and a designated civic plaza area (Champion Plaza) within the Sports and Entertainment zone. The parks include a large lake and lake-front park with active and passive recreation, a neighborhood park that acts as a storm water conveyance system, and a moderately-sized active recreation park located on the eastern edge of the site. Exhibit 6-8—Park Location Map depicts the proposed park and open space system.

6.3.2 PARK CHARACTERISTICS

6.3.2.1 Champion Plaza

Champion Plaza is a large open plaza designated within the Sports and Entertainment zone. The plaza provides a variety of amenities that contribute to the overall character of the surrounding development. Mandatory program amenities shall include:

- Outdoor steps and terraced seating
- Interactive water feature
- Central gathering area for events
- Water efficient irrigation system

A series of planting areas and a water feature will help reduce ambient heat, creating a more comfortable environment for visitors. Champion Plaza offers a unique civic experience and is integral to the open space network at Hollywood Park.

6.3.2.2 Lake Park

Lake Park is the central public open space of Hollywood Park, with a civic quality providing acres of multi-use programming. It contains terrace seating along the lake edge, barbecue pavilions, open lawns for picnic and play, multipurpose paths, and an active wetland. Mandatory program amenities shall include:

- Open lawns for picnic and play
- Lake edge walking path
- Water-efficient irrigation system

Lake Park acts as a retention basin for the majority of the site. Runoff enters through Arroyo Park and is recirculated through a series of wetlands, which cleanses the water of pollutants. The wetlands also provide habitat for a variety of plant and animal species. Impermeable hardscape surfaces are to be kept to a minimum to further encourage storm water infiltration. Lake Park along with the other open spaces at Hollywood Park will contribute to a significant improvement in microclimate quality that will benefit residents and visitors alike.

6.3.2.3 Arroyo Park

Arroyo Park is a naturalistic park organized around shallow, vegetated swales that also provide stormwater management with park amenities to create a comprehensive landscape infrastructure. The network of walkways optimizes the space of this linear park, carving out areas to accommodate programs including nature education, a naturalistic play area, game tables, and intimate meadows. Mandatory program amenities shall include:

- Stormwater detention
- Shallow vegetated swale
- Pedestrian trail
- Nature education
- Natural play space
- Games tables
- Water-efficient irrigation system

Arroyo Park acts as the first response to runoff infiltration before water reaches Lake Park to the west. A series of innovative techniques such as earthen check dams, setting basins, and use of boulders to diffuse storm water velocity will allow much of the site runoff to permeate the soil rather than being released directly into the storm sewer network. The urban forest created within the park will significantly cool the surrounding area by providing shade and air filtration, as well as habitat for wildlife.

6.3.2.4 Bluff Park

Bluff Park is an active recreation park. In addition to publicly accessible amenities, Bluff Park may include a Home Owners’ Association-controlled “Community Center.” Bluff Park provides a venue for outdoor activity and recreation that contributes to an overall improvement in the health and quality of life of park visitors. A wide variety of program amenities addresses the many needs of the community contributing to the longevity of Hollywood Park. As a part of a cohesive network of open space, Bluff Park adds community well-being and activity to a long list of benefits collectively offered by the parks located within Hollywood Park.

Mandatory program amenities for the publicly accessible, active recreation park are the following:

- Picnic space
- Restroom
- Tot-lot
- Open field for informal sports
6.5 IMPLEMENTATION

Underground utilities shall require approval by the Public Works Department to ensure compliance with applicable code. All proposed dry utilities shall involve various on- and off-site infrastructure improvements to facilitate the development of the stadium and surrounding master planned community. Such infrastructure improvements include the installation of potable and recycled (California Title 22 tertiary water lines, sanitary sewers, a stormwater detention and conveyance system, electricity infrastructure, and natural gas lines, in each case sized and sited appropriately for the proposed development. Such infrastructure strips are permitted, subject to approval by the Public Works Department to ensure compliance with applicable code. All proposed dry utilities shall be underground.

6.4 INFRASTRUCTURE

Hollywood Park is located in a developed area currently supported by existing urban infrastructure. The Stadium Alternative Project involves various on- and off-site infrastructure improvements to facilitate the development of the stadium and surrounding master planned community. Such infrastructure improvements include the installation of potable and recycled (California Title 22 tertiary treated irrigation water) water lines, sanitary sewers, a stormwater detention and conveyance system, electricity infrastructure, and natural gas lines, in each case sized and sited appropriately for the proposed development. Such infrastructure improvements are permitted, subject to approval by the Public Works Department to ensure compliance with applicable code. All proposed dry utilities shall be underground.

6.5 IMPLEMENTATION

6.5.1 GENERAL PROVISIONS

The provisions of Chapter 5 – Implementation shall govern the development of the Stadium Alternative Project set forth in this Chapter 6, except as set forth in this Specific Plan.

The form of “Design Guidelines Checklist” to be used for Plot Plan Review submittals in respect of development pursuant to this Chapter 6 is attached as Appendix 6-1. To the extent the materials required to be reviewed in accordance with the checklist are different that the requirements of Section 5.3.3, the checklist shall govern.

The form of “Sustainability Checklist” to be used for Plot Plan Review submittals in respect of development pursuant to this Chapter 6 is attached as Appendix 6-2. The project developer is required to implement a “Sustainability Checklist” that will incorporate a number of mandatory sustainability strategies. Among others, the topics addressed in the Sustainability Checklist include:

- Site Planning and Design
- Energy Efficiency
- Water Conservation
- Sustainable Resources and Materials
- Indoor Air Quality
- Social and Economic Sustainability

The Plot Plan Review and Building Permit process is the vehicle for the implementation of the Sustainability Checklist, which is the menu of sustainability measures expected to be incorporated into the Specific Plan development. As part of the Plot Plan Review or Building Permit application for development within the Specific Plan area, the project applicant shall provide a completed Sustainability Checklist specifying those sustainability measures to be included in the development that is the subject of the Plot Plan Review and Building Permit.
Plan Review/Building Permit. Proposed measures on the Sustainability Checklist can be added, deleted or modified from time to time by the project applicant, with the approval of the Economic and Community Development Department Director or his or her designee and without needing to amend this Specific Plan. The Sustainability Checklist shall not be utilized in connection with review of the building permits for the stadium and performance venue because the stadium and performance venue will separately meet LEED certification standards, and the Sustainability Checklist is geared to office, retail and residential development.

Any appeal of a Plot Plan Review pursuant to this Specific Plan may only be filed by the applicant.

In order for this Chapter 6 to become effective the owner(s) of the property encompassing the Sports and Entertainment zone must evidence an election to proceed with the Stadium Alternative Project by submitting a notice to the City of such election prior to or concurrently with the first application for either a grading or building permit in respect of any grading, foundation or improvements that would not otherwise be permitted under Chapters 1 through 5 of this Specific Plan (the "First Stadium Alternative Project Permit"), together with plan check drawings for same. The election to undertake the Stadium Alternative Project and develop the Specific Plan area in accordance with this Chapter 6 shall be revocable until commencement of construction pursuant to the First Stadium Alternative Project Permit.

6.5.2 IMPLEMENTATION

6.5.2.1 Mapping and Phasing

The first step in implementing this Specific Plan was obtaining a vesting tentative subdivision map. All final subdivision maps may be approved on a phased basis. The Specific Plan area has also been divided into several parcels to facilitate financing of the development. As the project develops, subsequent tentative maps may be submitted for approval. In addition, legal lots may be created or adjusted through the use of a ministerial lot line adjustment procedure provided in Section 6.5.2.2 below.

The infrastructure needed to serve a particular lot shall be subject to approval by the Public Works Department to ensure compliance with applicable code. In addition, as each final map is recorded, there must be sufficient park land dedications made to satisfy the requirements associated with the total number of residential units provided for in the final map. The phasing of infrastructure associated with each lot and final map shall be as set forth in the Amended Development Agreement.

6.5.2.2 Merger of Parcels and Lot Line Adjustment

Any contiguous lots, parcels or units of land may be merged or have their lot lines adjusted at the request of the property owner(s), pursuant to the procedure in this section and the requirements of the California Subdivision Map Act, and such action shall be a ministerial approval. If any proposed structures or improvements cross over one or more legal lots, then issuance of a building permit for the structures or improvements shall be conditioned on the recordation of an associated lot line adjustment or lot merger. The Economic and Community Development Department Director or his or her designee shall approve a lot line adjustment or lot merger if the Economic and Community Development Department Director or his or her designee finds that: (i) dedications or offers of dedication which are necessary for present or future public purposes are preserved on the merged or adjusted lots, parcel or units of land, (ii) the merged or adjusted lot conforms with all provisions of the California Subdivision Map Act and this Specific Plan and (iii) all owners of an interest in the subject real property have consented to the lot line adjustment or lot merger. Upon recordation of the notice of lot line adjustment or merger, the regulations of this Specific Plan shall apply to the merged or adjusted lot or parcel, and the lot lines shall be as shown in the recorded notice of merger or lot line adjustment.

6.5.2.3 Review Process for Development of the Stadium Alternative Project

The Stadium Alternative Project arose from the confluence of two factors: over five years of detailed planning work by the City of Inglewood, community stakeholders, and the owners of the Hollywood Park Specific Plan area to create a comprehensive long-range vision for a mixed-use, master planned community, and significant public input and support from Inglewood residents through the public review process that is tailored to the specific planning issues associated with such increment of development. This Specific Plan area has been divided into several parcels to facilitate financing of the stadium project to Inglewood residents. The stadium development shall be consistent with the Stadium Design Guidelines set forth in Exhibit D, Page 17.

Exhibit 6-11—Review Process for Development of Stadium Alternative Project, each of which shall have a review and implementation process that is tailored to the specific planning issues associated with such increment of development. This Section 6.5.2.3 shall supersede any provision of Chapter 5—Implementation of this Specific Plan that is in express or implicit conflict with the implementation procedure set forth below.

(A) Grading and Building Permit Only

Those portions of the site which are depicted within the "Permit Issuance Only" development area on Exhibit 6-11 shall be improved with the core elements of the Stadium Alternative Project, including the stadium itself, the ancillary performance venue adjacent to the stadium, surrounding public plazas and all other backbone roads, utilities, and related infrastructure necessary to deliver the stadium project to Inglewood residents. The stadium development shall be consistent with the Stadium Design Guidelines set forth at Section 6.3.4 and the concepts presented in Exhibit 6-9 and approved by the voters, and if applications for grading and building permits are granted for development that is consistent with those standards, and the Stadium Alternative Mitigation Measures, then the applications shall be ministerially granted, and each permit shall be considered a ministerial approval. Certificates of occupancy shall also issue ministerially provided only that construction conforms to the development standards set forth in this Specific Plan, the Stadium Alternative Mitigation Measures, and applicable building codes. Similarly, provided that construction conforms to the development standards set forth in this Specific Plan, the Stadium Alternative Mitigation Measures, and applicable building codes, no additional approvals or entitlements, including but not limited to plot plan review, design or architectural review, conditional use permit, minor administrative permit, special use permit, planned development, variance, zoning clearance, or any other review or entitlement or discretionary approval purporting to regulate or guide land use or development shall be required by the City to construct the improvements described in such applications.

(B) Ministerial Plot Plan Review Only

Exhibit D, Page 17
Those portions of the site which are depicted within the “Ministerial Plot Plan Review Only” development area on Exhibit 6-11 shall be built-out with a mix of residential, commercial, and open-space uses, including a lake feature. Building and grading permits shall be issued for any applications for development within this area provided only that the applications for such permits comply with the objective standards set forth on Appendices 1 and 2, which will be examined as part of the ministerial plot plan review process and which are intended to ensure conformance with the express design requirements of this Specific Plan. The Economic and Community Development Department Director or his or her designee shall approve a plan if it is consistent with this Specific Plan and the Stadium Alternative Mitigation Measures. If the Economic and Community Development Department Director or his or her designee does not approve the Plot Plan, he or she must provide a determination of the provisions of the Specific Plan or the Stadium Alternative Mitigation Measures with which the application does not comply, and provide an opportunity for the correction and resubmittal of the application.

The Economic and Community Development Department Director or his or her designee shall have the following time limits for the review of a Plot Plan Review application:

(a) Applications for fifty (50) units or less: within sixty (60) days of the filing of a Plot Plan Review application;

(b) Applications for fifty-one (51) or more units but less than one hundred one (101) units: within ninety (90) days of the filing of a Plot Plan Review application; and

(c) Applications for more than one hundred one (101) units: within one hundred twenty (120) days of the filing of the Plot Plan Review application.

These time limits may be extended up to forty-five (45) days by the City.

(1) The Economic and Community Development Department Director or his or her designee shall send notice of the determination to the Project Applicant by first class mail. Failure to receive notice shall not invalidate any action taken pursuant to this section.

(2) Unless otherwise provided in any Development Agreement, a Plot Plan Review approval shall expire one (1) year after the date of plot plan approval by the Economic and Community Development Department Director or his or her designee. If a building permit is not issued prior to this expiration date, and construction does not proceed with due diligence thereafter, the Plot Plan approval shall expire and a subsequent new application and approval shall be required.

(3) Within sixty (60) days prior to the Plot Plan Review approval expiration date, the Project Applicant may request a time limit extension of an additional one (1) year by written request to the Economic and Community Development Department Director or his or her designee. The Director shall have the discretion to approve, approve with conditions, or deny the extension request. A maximum of two (2) extensions may be granted.

(4) Subsequent revisions to the plans, granted after Plot Plan Review approval, shall not be cause for postponement or extension of the expiration date.

Minor Plot Plan revisions, which involve changes to or deviations from the previously approved Plot Plan that do not involve a change of use, reduction in parking, or alteration of an applicable design element requirement or standard by more than ten percent (10%), all as determined by the Economic and Community Development Department Director or his or her designee, may be issued for any applications for development within this area provided only that the applications for such permits comply with the specific design requirements of this Specific Plan and the Stadium Alternative Mitigation Measures, and if not, the precise actions or corrections that must be made to make the application consistent.

(C) Specific Plan Amendment Required

Those portions of the site which are depicted within the “Specific Plan Amendment Required” development area on Exhibit 6-11 lie within the Interim Use zone of this Specific Plan. The long-term development potential of this area has not yet been fully studied, and will require further input as part of a public planning process to guide the Planning Commission and City Council in their approval of future construction. Accordingly, any development within this area other than construction of interim uses (e.g. parking lots, canopies, and other interim uses set forth in Section 6.2.3.3) shall require the owner of the property as applicant to process an amendment of this Specific Plan and is subject to full compliance with the California Environmental Quality Act.

6.5.3 Sign Permits

No separate sign permits shall be required for signage permitted by this Specific Plan and located within the Sports and Entertainment zone that is fully integrated into the architectural design of the stadium and covered by the applicable building permit, in recognition of the fact that the stadium development and its attendant signage are interrelated in terms of design, function, and overall aesthetic cohesion.

6.5.4 Performance-Based Approach for Code Compliance

Applicable building codes provide for alternative design procedures for satisfying seismic design and other code requirements. The buildings codes attempt to provide a minimum level of safety through a series of prescriptive provisions. These prescriptive provisions are broadly applied to all types of buildings, from one-story to the tallest. These building code provisions result in the application of requirements that are not specifically applicable to design of tall buildings and buildings with complex structural systems, and which may result in designs that are less optimal and less safe. Advances in performance-based design methodologies and capacity design principles allow for a more direct, non-prescriptive, and rational approach to analysis and
design. The use of performance-based design requires a detailed assessment of how a building will most likely perform. Accordingly, at the request of the applicant, City may apply performance-based criteria as set forth in the 2014 edition of "An Alternative Procedure for Seismic Analysis and Design of Tall Buildings Located in the Los Angeles Region," prepared by the Los Angeles Tall Buildings Structural Design Council. The City's cost (including the retention of any third-party consultants or peer reviewers) in implementing performance-based review pursuant to this Section 6.5.4 shall be borne by the owner/applicant and shall be independent of the plan check and permitting fees otherwise required by the City.

6.6 GLOSSARY OF TERMS

As used in this Specific Plan, unless the context otherwise clearly indicates, the words and phrases used in this Specific Plan are defined as set forth in the Glossary of Terms, with the exception of the following words and phrases, which have the meanings set forth below:

CIVIC LAND USE

"Civic Land Use" shall mean community facilities, municipal offices, district headquarters, theaters, museums, galleries, libraries, schools, educational facilities, transit centers, and shuttle-bus staging areas, and other similar gathering places for the purpose of public services, meetings, or events.

SQUARE FOOTAGE / SQUARE FEET

"Square Footage/Square Feet" shall mean the total floor area within a building or structure (other than a parking structure), except for inner courts, public areas not usable for rental space (restrooms, hallways, stairs, parking and elevators) and mechanical or electrical equipment rooms when used primarily for lighting, heating, or air conditioning the building or structure. Such total area shall be calculated by measuring along the outside dimensions of the exterior surfaces of such building or structure, excluding the items listed above.

TOWNHOME (HOUSING TYPE)

"Townhome" shall mean a multiple dwelling unit product type that may be detached or attached by common walls to adjacent units. A Townhome housing type is typically less than four (4) stories tall and may include, but is not limited to: small lot single family, duplexes, triplexes, townhouses, brownstones, attached homes oriented around a common drive or paseo (i.e. motor court or green court), lofts, condos, and flats.

APPENDIX

GENERAL PLAN CONSISTENCY STATEMENT

The City of Inglewood’s General Plan describes the long-term plan for future development within the City. Chapters 1-5 of this Specific Plan were determined to be consistent with the General Plan when they were approved in 2009 and again in 2014. Chapter 6 adds the possibility of additional sports and entertainment-related uses, and in doing so adds other uses that are consistent with the goals and policies for the future development of the City. Overall, the development contemplated by Chapter 6 of this Specific Plan will further the objectives and policies of the General Plan and not obstruct their attainment.
Exhibit 6-1: Stadium Alternative Project Land Use Plan
Exhibit 6-4- Street Sections

A1

BIRCH BOULEVARD
4 LANE CITY STREETS

A2

BIRCH BOULEVARD
4 LANE CITY STREETS

A3

BIRCH BOULEVARD
4 LANE CITY STREETS
Exhibit 6-4- Street Sections

Note: Private streets are illustrative, and subject to change.
Exhibit 6-6: Building Height Standards

- 290' Above Mean Sea Level (AMSL)
- 45' Above Grade
- 75' Above Grade
- 200' Above Grade

<table>
<thead>
<tr>
<th>MAXIMUM BUILDING HEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>45' Above Grade</td>
</tr>
<tr>
<td>75' Above Grade</td>
</tr>
<tr>
<td>Height Varies Above Grade</td>
</tr>
<tr>
<td>Hotel 150' Office 115' Other Uses 75'</td>
</tr>
<tr>
<td>290' AMSL See Exhibit 6-10</td>
</tr>
<tr>
<td>Per General Plan</td>
</tr>
</tbody>
</table>
Exhibit 6-7: Housing Type Location Plan

HOUSING TYPES

- Single Family (Max. 15 DU/Ac)
- Single Family or Townhome (Max. 30 DU/Ac)
- Single Family, Townhome, or Wrap/Podium (Max. 85 DU/Ac)
- Mixed Use Residential and Live/Work or Shopkeeper Units (Max. 85 DU/Ac)

1" = 800' at full size (8.5 x 11")
Section A

**Approx. 175’ Building Height**
Road Approx. + 115’ AMSL

+ 20’ AMSL MIN

Section B

**Approx. 145’ Building Height**
Road Approx. + 145’ AMSL

+ 20’ AMSL MIN

---

1” = 800’ at full size (8.5 x 11”)
Exhibit 6-11- Review Process for Development of Stadium Alternative Project

1. Permit Issuance Only
2. Ministerial Plot Plan Review Only
3. Specific Plan Amendment Required

Legend:
- 1
- 2
- 3

Scale: 1" = 800' at full size (8.5 x 11")

Map showing Inglewood Park Cemetery, Hollywood Park, and surrounding areas with labeled zones 1, 2, and 3.

The purpose of the Plot Plan Review is to assure that future development within the Hollywood Park Specific Plan area is consistent with the mandatory standards of the Hollywood Park Specific Plan. The Planning and Building Director shall approve the submitted plot plan if it conforms to the requirements of the Hollywood Park Specific Plan, as set forth in this Checklist. The Planning and Building Director shall deny the plot plan if it does not conform to the requirements of the Hollywood Park Specific Plan, as provided for in this Checklist. The scope of the Plot Plan review is limited to reviewing design issues and verifying conformance with the applicable provisions of this Specific Plan and the applicable provisions of the Inglewood Municipal Code. Review of any proposed development does not involve the exercise of judgment or deliberation but is merely a determination of whether the proposed plans conform to the applicable requirements of this Specific Plan.

☐ Fee as specified in Article 29, Chapter 12 of the Inglewood Municipal Code for a “Site Plan Review”

☐ Ten (10) copies of the following drawings to the Planning and Building Department:

☐ (1) A plot plan, drawn to scale, showing the proposed layout of structures and other improvements, including, where applicable:
  ☐ Driveways
  ☐ Pedestrian walkways
  ☐ Paved areas including striping
  ☐ On- and off-street parking and loading areas including parking spaces and loading berths
  ☐ Fences and walls
  ☐ Refuse areas and access to the refuse areas
  ☐ Locations of entrances and exits with vehicle queuing areas (if applicable) and direction of traffic flow
  ☐ Areas for turning and maneuvering vehicles
  ☐ Areas proposed for valet parking, if any
  ☐ Facilities provided for the handicapped
  ☐ Location and direction of exterior lighting
  ☐ Statistical inventory of the square footage devoted to buildings, parking, landscape, paving and other improvements

☐ (2) Exterior elevations of a minimum size of 11” x 17” and a minimum scale of 1” = 10’-0” to show architectural detail, including the following information:
  ☐ Illustrative elevations of all sides of all buildings and structures
  ☐ All building materials labeled
  ☐ Heights of all structures
  ☐ Elevations of all walls and fences

☐ (3) Interior floor plans shall be required for residential areas and shall be of a minimum size of 11” x 17” and a minimum scale of 1” = 10’-0” to show interior details, including any required storage areas.

☐ (4) A landscape plan, prepared by a licensed landscape architect and drawn to scale, showing the locations of:
  ☐ Existing trees (proposed to be removed and proposed to be retained on the site)
  ☐ Location and design of landscaped areas
  ☐ Varieties and sizes of plant materials to be planted therein
  ☐ Means of permanent irrigation
  ☐ Other relevant landscape features

☐ (5) A shared parking study showing the parking spaces and land uses served, where applicable. With respect to the Casino, a shared parking study is not required, and if one is not provided the Casino shall provide parking to the Specific Plan standards as a stand-alone use. The shared parking study shall use the standards in Section 2.11.3—Shared Parking Study and, where applicable, Section 6.2.10—Parking Standards.

☐ (6) Design requirements checklist

☐ (7) Sustainability plan and checklist

☐ (8) Utility plan including service, backflow, drainage and connection locations

☐ (9) Plot Plan build-out tabulation including totals for:
  ☐ Building square footage
  ☐ Number of units
  ☐ Uses previously approved
### Building Planning and Architecture

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>Buildings shall be arranged to create one or more of the following outdoor amenities: courtyard, plaza, square, garden or other planted area, outdoor eating areas, arcades and/or building overhang, sheltered pedestrian walkway, or fountain or other water feature.</td>
</tr>
<tr>
<td></td>
<td>☐ Included</td>
</tr>
<tr>
<td>X</td>
<td>Buildings shall be oriented toward streets, pedestrian pathways and/or the outdoor amenities described above such that the building’s primary public entrance shall be located such that customers, guests or residents can enter directly from the street, pedestrian pathway, or other outdoor amenity into the building.</td>
</tr>
<tr>
<td></td>
<td>☐ Included</td>
</tr>
<tr>
<td>X</td>
<td>Architectural treatments, structures and/or landscape sheltering pedestrian walkways, such as arbors or pergolas shall be allowed, but are not mandated.</td>
</tr>
<tr>
<td></td>
<td>☐ Included</td>
</tr>
<tr>
<td>X</td>
<td>Pedestrian and vehicular circulation routes shall comply with all requirements of the Americans with Disabilities Act (ADA), and include one or more of the following design elements along all or a portion of all streets or pedestrian pathways: (1) pedestrian pathway includes a pattern, color, or paving material that is differentiated from surrounding landscaping or paved areas; (2) way-finding signage; (3) the streets and pathways are oriented such that they include verifiable lines of sight that will allow both pedestrians and vehicles to see any one or more of the following: (a) Stadium, (b) performance venue, casino, retail or residential gateway, or (c) Champion Plaza, Lake Park, Arroyo Park, or Bluff Park.</td>
</tr>
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<td></td>
<td>☐ Included</td>
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</tbody>
</table>

### Corner Plans (minimum 1)

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<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>X</td>
<td>Buildings located on corners shall include one (1) of the following:</td>
</tr>
<tr>
<td></td>
<td>☐ Front and side façade articulation using materials that wrap around the corner-side of the building</td>
</tr>
<tr>
<td></td>
<td>☐ Awning on corner side</td>
</tr>
<tr>
<td></td>
<td>☐ Feature window on corner side</td>
</tr>
<tr>
<td></td>
<td>☐ Entry on corner side</td>
</tr>
<tr>
<td></td>
<td>☐ Stepped massing</td>
</tr>
</tbody>
</table>

### Alley Treatments (minimum 2)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>X</td>
<td>Design of alleys shall include at least two (2) of the following design elements:</td>
</tr>
<tr>
<td></td>
<td>☐ Stepped massing, recessed or cantilevered with offsets of not less than one (1) foot</td>
</tr>
<tr>
<td></td>
<td>☐ Window trim, colors and a material from the front elevation of the building</td>
</tr>
<tr>
<td></td>
<td>☐ Rear privacy walls with pedestrian gates that allow pedestrians to enter units directly from the alley</td>
</tr>
<tr>
<td></td>
<td>☐ Garage door patterns or finishes that utilize either painted or natural wood or a decorative (i.e. not-flat) pattern</td>
</tr>
<tr>
<td></td>
<td>☐ Planting areas between garages</td>
</tr>
</tbody>
</table>
### Building Form and Relief

#### Architectural Projections

<table>
<thead>
<tr>
<th></th>
<th>All residential building forms shall include one or more of the following elements:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Bermuda shutters</td>
</tr>
<tr>
<td></td>
<td>☐ Awnings (cloth, metal, wood) or Eave overhangs</td>
</tr>
<tr>
<td></td>
<td>☐ Balconies</td>
</tr>
<tr>
<td></td>
<td>☐ Eave overhangs</td>
</tr>
<tr>
<td></td>
<td>☐ Projecting second- or third-story elements</td>
</tr>
<tr>
<td></td>
<td>☐ Tower elements</td>
</tr>
<tr>
<td></td>
<td>☐ Window/door surrounds</td>
</tr>
<tr>
<td></td>
<td>☐ Recessed windows</td>
</tr>
<tr>
<td></td>
<td>☐ Bay windows or dormers</td>
</tr>
<tr>
<td></td>
<td>☐ Trellis elements</td>
</tr>
<tr>
<td></td>
<td>☐ Shed roof elements</td>
</tr>
<tr>
<td></td>
<td>☐ Porch elements</td>
</tr>
</tbody>
</table>

#### Offset Massing Forms (minimum 1)

<table>
<thead>
<tr>
<th></th>
<th>Wrap and podium buildings shall have varying or layered wall planes which shall be defined as inclusion of one or more of the following as much fully described in the Specific Plan:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Cantilevered masses or balconies</td>
</tr>
<tr>
<td></td>
<td>☐ Recessed masses or inset balconies</td>
</tr>
<tr>
<td></td>
<td>☐ Volume spaces</td>
</tr>
<tr>
<td></td>
<td>☐ Common open spaces</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Front and street-facing elevations shall have offset masses or wall planes (horizontally or vertically), which shall be defined as inclusion of one or more of the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Offsets shall be incorporated as a functional element or detail enhancement.</td>
</tr>
<tr>
<td></td>
<td>☐ Buildings that are adjacent to one another or directly face one another shall not include an identical mix of colors and architectural features.</td>
</tr>
</tbody>
</table>

#### Lower Height Elements (minimum 1)

<table>
<thead>
<tr>
<th></th>
<th>At least 1 plan per single-family or townhome neighborhood shall include 1 of the following lower height elements:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Interior living spaces</td>
</tr>
<tr>
<td></td>
<td>☐ Porches</td>
</tr>
<tr>
<td></td>
<td>☐ Entry features</td>
</tr>
<tr>
<td></td>
<td>☐ Bay windows</td>
</tr>
<tr>
<td></td>
<td>☐ Courtyards</td>
</tr>
<tr>
<td></td>
<td>☐ Pergolas</td>
</tr>
</tbody>
</table>
### Balconies, where provided:

- **☐** May be covered or open, recessed into or projecting from the building mass.
- **☐** Shall not be plotted side-by-side at the same massing level (i.e. mirrored second-story balconies).

### Roof Considerations on Podium Residential Buildings (minimum 2)

- **X** Podium buildings shall have at least two (2) distinct parapet or roof heights.
- **☐** Included
- **X** Podium buildings shall include parapet and/or cornice treatments when flat roofs are used.
- **☐** Included
- **☐** Roof overhangs (eaves and rakes) shall be allowed as projections
- **☐** Included
- **☐** Nothing in this Checklist or Specific Plan shall be construed to prohibit the use of hip, gable, shed and conical roof forms, either separately or together on the same roof or length of street submitted for approval.
- **☐** Included

### Podium Courtyards

- **X** Courtyards, gardens or plazas, within podium buildings (if such are provided) shall include at least two of the following recreational or leisure amenities accessible by residents: (1) an unobstructed grassy area at least 20’ in diameter, (2) a pedestrian pathway, (3) a planted garden or landscaped strip, and (4) benches or other sitting area.
- **☐** Included
- **X** Open spaces shall allow sunlight to enter units facing the courtyard, garden or plaza within a podium building via windows or doors leading to the unit, and provide a view of landscaping, a water feature, sculpture, or the recreational or leisure amenity directly from a window or door of each unit that faces the courtyard, garden, or plaza.
- **☐** Included

### Façade Treatment

- **X** The exterior entryways of buildings shall include one or more of the following: (1) a trim or border of a different color or material than other portions of the façade; (2) an integral porch; (3) an awning; (4) an articulated entryway offset from the immediately adjacent façade by not less than one foot; or (5) an arched opening.
- **☐** Included

### Windows (minimum 1)

- **X** At least one of the following feature window treatments shall be present per building on all front- and street-exposed elevations:
  - **☐** A window that is of a different shape than the other windows or is at least 50% larger than all other windows on that elevation
  - **☐** A bay window
  - **☐** A surround of not less than 4” in width or recess of 4” or greater
  - **☐** Decorative iron window grilles
  - **☐** Decorative head or sill treatments
  - **☐** Grouped or ganged windows with complete trim surrounds or uniform head and/or sill trim
  - **☐** A Juliet balcony
<table>
<thead>
<tr>
<th>Required</th>
<th>Should</th>
<th>Encouraged</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Materials and Details
- **Material changes occurring at the inside corners of buildings and fully-wrapped architectural elements shall be allowed.**
  
  - Included

- **When using more than one material on a façade (except as a trim or offset portion of the façade or as an entry or window treatment), the variation in materials shall continue to all side and rear elevations that are visible from the front or corner lot line.**
  
  - Included

- **Each building shall include one or more of the following:**
  
  - Entry or window trim/surrounds
  - Horizontal banding
  - Corner quoins
  - Balconies (supported, cantilevered or Juliet)
  - False, shuttered windows
  - Awnings
  - Change in material or color

### Exterior Structures
- **Railings shall be constructed of wood, wrought iron, or other material, such as stucco, that is used to construct the façade or entry or window trim on the same building.**
  
  - Included

- **Exposed gutters and downspouts shall be colored or painted, and shall not be constructed of unpainted aluminum, copper or zinc.**
  
  - Included

- **If visible from the front or corner-side lot line, the visible elevation shall be considered a front elevation and meet all requirements of the Specific Plan and this Checklist.**
  
  - Included

- **Stairs shall be constructed of the same material as the deck and landing.**
  
  - Included

- **Columns and posts shall be constructed of stone, stucco, or wood (or other material painted or molded to look like one of the allowed materials) and shall be not less than four inches in diameter if round, or four inches on each side if rectangular.**
  
  - Included
### Mixed-Use Requirements (Except for Hotel/Casino)

<table>
<thead>
<tr>
<th>Required</th>
<th>Should</th>
<th>Encouraged</th>
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<tbody>
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</tbody>
</table>

#### Building Planning and Architecture

- **Required**: Buildings shall be arranged so as to create one or more of the following outdoor amenities: courtyard, plaza, square, garden or other planted area, outdoor eating areas, arcades and/or building overhangs, sheltered pedestrian walkway, or fountain or other water feature.
- **Included**: Buildings shall be oriented toward streets, pedestrian pathways and/or the outdoor amenities described above such that the building’s primary public entrance, which shall remain unlocked during business hours, shall be located so that customers, guests or residents can enter directly from the street, pedestrian pathway, or other outdoor amenity into the building.
- **Required**: Architectural treatments, structures and/or landscape sheltering pedestrian walkways, such as arbors or pergolas shall be allowed, but are not mandatory.
- **Included**: Pedestrian and vehicular circulation routes shall comply with all requirements of the Americans with Disabilities Act (ADA), and include one or more of the following design elements along all or a portion of all streets or pedestrian pathways: (1) pedestrian pathway includes a pattern, color, or paving material that is differentiated from surrounding landscaping or paved areas; (2) way-finding signage; (3) the streets and pathway are oriented such that they include verifiable lines of sight that will allow both pedestrians and vehicles to see any one or more of the following: (a) Stadium, (b) performance venue, casino, retail or residential gateway, or (c) Champion Park, Lake Park, Arroyo Park, or Bluff Park.
- **Required**: The main entrance of each building shall be from sidewalks, plazas, or other pedestrian areas, rather than a parking lot or structure.
- **Included**: At least two (2) of the following shall be incorporated into each structure:
  - Planter walls
  - Seating areas (i.e., benches, planter benches, etc.)
  - Lighting
  - Focal objects (water, murals, sculpture, or topiary)
  - Outdoor dining spaces
  - Awnings
  - Building overhangs
  - Bay windows
  - Openings and entryways
- **Included**: Buildings shall comply with the following requirements:
  - Wall planes shall vary in vertical height, horizontal projection, or materials not less than once every twenty-five (25) feet.
  - Massing at intersections of publicly dedicated streets, project entries, building entries, pedestrian nodes and intersections shall do one (1) or more of the following:
    - Increase massing so as to exceed the average height of buildings on the block by not less than 10%.
    - Step down massing elements so that the height of the building at the corner is less than the average height of buildings on the block by not less than 5%.
    - Vary building masses and heights between adjacent buildings.
    - Provide a covered porch, a seating area, an awning, a change in facade material from adjacent buildings, an offset building entrance, or a building material on the facade that extends only to the first story of the structure (banding).

#### Building Form and Relief

- **Required**: Buildings shall comply with the following requirements:
  - Buildings shall comply with the following requirements:
    - Wall planes shall vary in vertical height, horizontal projection, or materials not less than once every twenty-five (25) feet.
    - Massing at intersections of publicly dedicated streets, project entries, building entries, pedestrian nodes and intersections shall do one (1) or more of the following:
      - Increase massing so as to exceed the average height of buildings on the block by not less than 10%.
      - Step down massing elements so that the height of the building at the corner is less than the average height of buildings on the block by not less than 5%.
      - Vary building masses and heights between adjacent buildings.
      - Provide a covered porch, a seating area, an awning, a change in facade material from adjacent buildings, an offset building entrance, or a building material on the facade that extends only to the first story of the structure (banding).

#### Roof Considerations

- **Required**: Vertical roof plane breaks, changes in building/ridge height or other accent roof forms shall be allowed within a building.
- **Included**: Parapets, when used, shall be contiguous and incorporate side/rear elevation returns.
<table>
<thead>
<tr>
<th>Required</th>
<th>Should</th>
<th>Encouraged</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Façade Treatment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Blank walls along adjacent streets or walkways shall not exceed ten feet in length.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Buildings of a single form and height shall include one or more of the following: (1) layered wall planes, (2) banding, (3) architectural details, or (4) multiple façade materials.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>The street frontage of every block shall include either (a) multiple buildings, or (b) not fewer than three variations in height, exterior building materials, and roof form or material.</td>
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</tr>
<tr>
<td>☑</td>
<td>At least two (2) of the following techniques shall be used in the design of retail tenant façades:</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Color change/color variation</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>At least two (2) different exterior materials</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Change in texture</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Vertical/horizontal wall plane projections/recesses</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Variation of roofline (height or form)</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Engaged pilasters</td>
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<tr>
<td>☑</td>
<td>Architectural elements different from those of main building in mass or height</td>
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<tr>
<td>☑</td>
<td>Projections</td>
<td></td>
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<tr>
<td>☑</td>
<td>Balconies</td>
<td></td>
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<tr>
<td>☑</td>
<td>Window groupings or treatments</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>At least two (2) adjacent mixed-use buildings shall have identical architectural appearance or use the same materials or color palette, unless a licensed architect certifies, in writing, that mirrored architecture is an integral feature of the project design Vocabulary, in which case such mirrored architecture shall be approved.</td>
<td></td>
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<tr>
<td>☑</td>
<td>Entries shall be articulated by architecture and/or marked by signage.</td>
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</tr>
<tr>
<td>☑</td>
<td>At least one (1) entry shall be provided for retail/commercial tenants from the main pedestrian frontage. This provision shall not be interpreted to prohibit commercial tenants or retail stores larger than 800 sq. ft. from having a secondary entrance from an off-street parking lot.</td>
<td></td>
</tr>
<tr>
<td><strong>Loading and Service Areas</strong></td>
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</tr>
<tr>
<td>☑</td>
<td>Loading and service areas shall be:</td>
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<tr>
<td>☑</td>
<td>Located on the side or rear of the building (not adjacent to a public sidewalk).</td>
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<tr>
<td>☑</td>
<td>Screened by the use of walls, berms or landscape from public sidewalks, plazas, parks, residences, and outdoor seating areas.</td>
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<tr>
<td><strong>Parking Garages</strong></td>
<td></td>
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<tr>
<td>☑</td>
<td>Parking lots and garages shall be screened from public right-of-way by retail, residential, landscape and/or other decorative elements.</td>
<td></td>
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<tr>
<td>☑</td>
<td>Included</td>
<td></td>
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<tr>
<td><strong>Lighting</strong></td>
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</tr>
<tr>
<td>☑</td>
<td>All exterior lighting (that is not included within signage elements, street lights, perimeter landscaping, or gateways to Hollywood Park) shall be shielded to reduce visibility from any location outside of the Hollywood Park Specific Plan area.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td><strong>Mechanical Equipment, Service, Waste and Utility Areas</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Screening of mechanical equipment, waste enclosures, service areas and other service-oriented building necessities shall be integrated into the site and building design.</td>
<td></td>
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<tr>
<td>☑</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>All roof-mounted equipment shall be screened by parapets, screen walls, fencing, equipment wells, structural enclosures or similar features.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Included</td>
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<tr>
<td>☑</td>
<td>Exterior, on-site utilities shall be installed underground, where authorized by the public utility.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Electrical equipment shall be mounted on the interior of a building whenever authorized by the building code and utility.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Included</td>
<td></td>
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<tr>
<td>☑</td>
<td>When interior mounting is impractical, electrical equipment shall be screened from public view with walls, berms or landscape.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td><strong>Walls and Fences</strong></td>
<td></td>
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</tr>
<tr>
<td>☑</td>
<td>All fence and wall materials shall be finished with the same materials as the adjacent buildings, or shall include vertical plantings (such as vines or shrubs), or another decorative finish proposed by the applicant.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Chain link, barbed wire and other wire material are prohibited material for fences.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td>Included</td>
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</tr>
</tbody>
</table>
### Hotel/Casino Requirements

<table>
<thead>
<tr>
<th>Item</th>
<th>Required</th>
<th>Should</th>
<th>Encouraged</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ New hotel and casino buildings shall meet all of the following standards:</td>
<td>☐ Windows shall include trim elements such as false shutters, balconies, or other decorative elements or utilize a curtain wall.</td>
<td>☐ Landscaping and / or an architectural feature that is unique (i.e., is not identical to any other landscape or architectural feature within the Hollywood Park Specific Plan area) to the hotel and casino, respectively.</td>
<td>☐ Building orientation, parking and walkways shall include way-finding signage identifying the pathways to retail amenities, parks, and the Sports and Entertainment zone.</td>
</tr>
<tr>
<td>☐ Building orientation, parking and walkways shall include way-finding signage identifying the pathways to retail amenities, parks, and the Sports and Entertainment zone.</td>
<td>☐ Pedestrian routes shall be provided from parking areas to the buildings.</td>
<td>☐ Not less than one loading and service area shall be provided for each building.</td>
<td>☐ Service and loading areas shall not take access directly off of a public street frontage.</td>
</tr>
<tr>
<td>☐ Service and loading areas shall be shielded from public streets and pedestrian walkways with architecture or landscape features.</td>
<td>☒</td>
<td></td>
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</tr>
</tbody>
</table>
### Appendix 2 - Hollywood Park Specific Plan – Plot Plan Review – Sustainability Checklist

**KEY:** R – Required, O – Optional, PP – Plot Plan, SP – Specific Plan (incl. mandatory mitigation measures), BP – Building Permit

<table>
<thead>
<tr>
<th>GOAL 1: CREATE A MORE SUSTAINABLE COMMUNITY</th>
<th>Type of Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1 Implement land use strategies to encourage jobs/housing proximity, promote transit-oriented development, and encourage high density development along transit corridors</td>
<td>Master Plan Residential Retail Permit Stage</td>
</tr>
<tr>
<td>1-2 Encourage compact, mixed-use projects, forming urban villages designed to maximize affordable housing and encourage walking, bicycling and use of public transit systems</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-3 Encourage infill, redevelopment, and higher density development</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-4 Encourage integration of housing, civic and retail amenities (jobs, schools, parks, shopping opportunities) to help reduce VMT from discretionary automobile trips</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-5 Apply advanced technology systems and management strategies to improve efficiency of transportation systems and movement of people, goods and services</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-6 Incorporate features into the project design that accommodate the supply of frequent, reliable and convenient public transit</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-7 Implement street improvements designed to relieve pressure on the region’s most congested roadways and intersections</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-8 Provide public parks and green space</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-9 Create a project that supports local economic development</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-10 Actively involve the community in the project implementation</td>
<td>-- -- SP</td>
</tr>
<tr>
<td>1-11 Plant trees and vegetation near structures that will shade buildings (thus having the effect of reducing energy requirements for heating/cooling)</td>
<td>-- -- SP/PP</td>
</tr>
<tr>
<td>1-12 Create bicycle lanes and walking paths connecting schools, parks, mixed-use, residential, and other destination points</td>
<td>-- -- SP/PP</td>
</tr>
<tr>
<td>1-13 Create new open public spaces and public plazas</td>
<td>-- -- SP/PP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GOAL 2: RESPECT THE SITE</th>
<th>Type of Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-1 Design landscape in areas that are approved by the Specific Plan</td>
<td>Master Plan Residential Retail Permit Stage</td>
</tr>
<tr>
<td>2-2 Protect soil during construction per building code requirements</td>
<td>R R R SP/PP</td>
</tr>
<tr>
<td>2-3 Use plants that are drought-resistant as authorized by the Specific Plan</td>
<td>O R R SP/PP</td>
</tr>
<tr>
<td>2-4 Use recycled rubble for backfill drain rock</td>
<td>R R R SP/PP</td>
</tr>
<tr>
<td>2-5 Provide shading of surface parking</td>
<td>R R R SP/PP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GOAL 3: SAVE WATER AND REDUCE LOCAL WATER IMPACTS</th>
<th>Type of Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-1 Comply with on-site stormwater management requirements through landscaping and bio-swales and on-site detention of the lake</td>
<td>Master Plan Residential Retail Permit Stage</td>
</tr>
<tr>
<td>3-2 Use rainwater harvesting</td>
<td>O O O SP/PP</td>
</tr>
<tr>
<td>3-3 Use water-conserving landscape technologies such as drip irrigation, moisture sensors, and watering zones</td>
<td>R R R SP/PP</td>
</tr>
<tr>
<td>3-4 Provide stormwater quality treatment to meet local stormwater quality control standards</td>
<td>-- -- SP/PP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GOAL 4: REDUCE, REUSE, RECYCLE</th>
<th>Type of Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-1 Reuse a building (renovate) instead of tearing down and rebuilding (Casino)</td>
<td>Master Plan Residential Retail Permit Stage</td>
</tr>
<tr>
<td>4-2 Deconstruct old buildings for materials reuse (salvage)</td>
<td>R R R SP/PP</td>
</tr>
<tr>
<td>4-3 Provide a management plan to reduce and recycle construction waste</td>
<td>R R R BP</td>
</tr>
<tr>
<td>4-4 Design for durability and eventual reuse in accordance with CalGreen requirements</td>
<td>O O SP/PP</td>
</tr>
<tr>
<td>4-5 Provide space for storing and handling recyclables</td>
<td>R R R SP/PP</td>
</tr>
<tr>
<td>4-6 Use recycled asphalt from the existing parking lots</td>
<td>O O O SP/PP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GOAL 5: MAKE CONCRETE WITH SUSTAINABLE MATERIALS</th>
<th>Type of Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-1 Use flyash in concrete</td>
<td>O O O SP/PP</td>
</tr>
<tr>
<td>5-2 Use recycled aggregate in road base</td>
<td>O O O SP/PP</td>
</tr>
<tr>
<td>5-3 Use prefabricated forms or save and reuse wood form boards</td>
<td>O O O SP/PP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GOAL 6: DESIGN TO SAVE WOOD AND LABOR</th>
<th>Type of Development</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Development</td>
<td>Completed</td>
</tr>
<tr>
<td>---------------------</td>
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</tr>
<tr>
<td>6-1 Use engineered lumber or metal stud framing to replace solid-sawn lumber</td>
<td>--</td>
</tr>
<tr>
<td>7-1 Use sustainably harvested (FSC certified) lumber for wood framing</td>
<td>--</td>
</tr>
<tr>
<td>7-2 Use FSC certified lumber for wood siding material</td>
<td>--</td>
</tr>
<tr>
<td>7-3 Use FSC certified wood for decking materials</td>
<td>--</td>
</tr>
<tr>
<td>7-4 Use reclaimed/salvaged, sustainably harvested (FSC certified) or engineered wood for flooring and trim, or use wood alternatives such as bamboo and cork</td>
<td>--</td>
</tr>
<tr>
<td>8-1 Use roofing materials that comply with building code requirements</td>
<td>--</td>
</tr>
<tr>
<td>8-2 Use a green or living roof, or a cool roof, as defined in the CalGreen Code</td>
<td>--</td>
</tr>
<tr>
<td>9-1 Plan windows and window treatments that allow daylight to enter indoor areas</td>
<td>--</td>
</tr>
<tr>
<td>9-2 Choose window sizes, frame materials, insulation, and glass coatings that comply with energy code requirements</td>
<td>--</td>
</tr>
<tr>
<td>9-3 Supplement air conditioning with natural ventilation and passive cooling</td>
<td>--</td>
</tr>
<tr>
<td>9-4 Use ceiling fans for comfort cooling, or use a whole-building fan for night-time cooling</td>
<td>--</td>
</tr>
<tr>
<td>9-5 Upgrade wall, floor and ceiling insulation to exceed minimum State requirements</td>
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</tr>
<tr>
<td>9-6 Use weather-stripping to prevent air leakage at doors and windows</td>
<td>--</td>
</tr>
<tr>
<td>10-1 Use “smart” irrigation controllers</td>
<td>--</td>
</tr>
<tr>
<td>10-2 Use rotating nozzles for pop-up spray heads</td>
<td>--</td>
</tr>
<tr>
<td>10-3 Use water-conserving plumbing fixtures</td>
<td>R</td>
</tr>
<tr>
<td>10-4 Use high-efficiency toilets</td>
<td>--</td>
</tr>
<tr>
<td>10-5 Use high-efficiency clothes washers</td>
<td>--</td>
</tr>
<tr>
<td>10-6 Use water saving appliances and equipment</td>
<td>--</td>
</tr>
<tr>
<td>10-7 Insulate hot water pipes</td>
<td>--</td>
</tr>
<tr>
<td>10-8 Use tankless water heaters and/or demand hot water circulation pumps</td>
<td>--</td>
</tr>
<tr>
<td>10-9 Pre-plumb for future graywater use for landscape irrigation</td>
<td>R</td>
</tr>
<tr>
<td>11-1 Use energy-efficient lamps and lighting fixtures</td>
<td>R</td>
</tr>
<tr>
<td>11-2 Use lighting controls that save energy such as occupancy sensors</td>
<td>--</td>
</tr>
<tr>
<td>12-1 Use ENERGY STAR appliances</td>
<td>--</td>
</tr>
<tr>
<td>12-2 Use a building energy management system</td>
<td>--</td>
</tr>
<tr>
<td>12-3 Use high-efficiency equipment including furnaces, boilers, fans and pumps</td>
<td>--</td>
</tr>
<tr>
<td>12-4 Place ductwork within conditioned space, seal joints properly, and clean before occupancy</td>
<td>--</td>
</tr>
<tr>
<td>12-5 Zone mechanical systems for more efficient heating and cooling</td>
<td>--</td>
</tr>
<tr>
<td>12-6 Use radiant and hydronic systems for increased efficiency, health and comfort</td>
<td>--</td>
</tr>
<tr>
<td>12-7 Use equipment without ozone-depleting refrigerants</td>
<td>--</td>
</tr>
<tr>
<td>13-1 Use recycled-content, formaldehyde-free fiberglass insulation, cellulose insulation, or other green insulation products</td>
<td>--</td>
</tr>
<tr>
<td>13-2 Separate ventilation for indoor pollutant sources and provide advanced filtration to improve indoor air quality</td>
<td>--</td>
</tr>
<tr>
<td>13-3 Use low- or no-VOC, formaldehyde-free paints, stains, and adhesives</td>
<td>--</td>
</tr>
<tr>
<td>13-4 Use low- or no-VOC carpets, furniture, particleboard and cabinetry</td>
<td>--</td>
</tr>
<tr>
<td>13-5 Use natural materials such as wool and sisal for carpets and wall coverings</td>
<td>--</td>
</tr>
<tr>
<td>13-6 Use FSC-certified wood or recycled materials for flooring, trim, and interior surfaces</td>
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<tr>
<td>Type of Development</td>
<td>Completed</td>
</tr>
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</tr>
<tr>
<td>GOAL 14: REPLACE FOSSIL FUEL USE WITH ALTERNATIVES</td>
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</tr>
<tr>
<td>13-7 Do not utilize wood-burning fireplaces</td>
<td>--</td>
</tr>
<tr>
<td>14-1 Generate clean electricity onsite using solar photovoltaics</td>
<td>--</td>
</tr>
<tr>
<td>14-2 Use solar hot-water systems for domestic use and swimming pools</td>
<td>O</td>
</tr>
<tr>
<td>14-3 Use solar hot-water systems for space heating</td>
<td>--</td>
</tr>
<tr>
<td>14-4 Pre-plumb for a solar hot water system</td>
<td>--</td>
</tr>
</tbody>
</table>

GOAL 15: SUPPORT MARKET FOR RECYCLED MATERIALS

|15-1 Use recycled-content floor tile, carpets and pads, cabinets, and countertops | -- | O | O | | BP |

GOAL 16: USE CREATIVITY AND INNOVATION TO BUILD SUSTAINABLE ENVIRONMENTS

|16-1 Use insulated concrete forms | -- | O | O | | BP |
Exhibit E - Amendment and Restatement of Hollywood Park Development Agreement

[Attached. New text shown as underlined, and deleted text shown as strikethrough.]
OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

AMENDED AND RESTATE DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF INGLEWOOD
AND HOLLYWOOD PARK LAND COMPANY, LLC
THE LANDOWNERS OF THE PROPERTY (AS DEFINED HEREIN)
This Amended and Restated Development Agreement (this "Agreement") is entered into as of this 7th day of August, 2009, by and between the CITY OF INGLEWOOD, a municipal corporation ("City"), and HOLLYWOOD PARK LAND COMPANY, LLC ("Landowner") (the "Agreement"). The Agreement was entered into for the benefit of the owners of the Property (as defined herein) (individually and collectively, as the "Landowners") and the City and any Landowner (individually and collectively, as the "Parties" and singularly as a "Party.""

RECAPITALS

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 65664, 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 is a limited liability company organized under the laws of the State of Delaware and that is not an individual is in good standing there under 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. Process for Project Development/Adoption of Original Development Project Approvals. The redevelopment planning for Hollywood Park has been an ongoing process arising out of over five years of careful study and public input from Inglewood residents, business owners, neighborhood groups, and the community. The City and the Landowner, together with the community, have identified the need for a mixed-use project that will serve as a direct catalyst for economic growth and increased economic opportunities for the City.

E. Application for Project Development/Adoption of Original Development Project Approvals. Landowner 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 Original Specific Plan so as to create a comprehensive set of development standards and design criteria; (iii) rezone the Property so as to permit the uses described in the Draft Original Specific Plan; (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), so they may later be further refined, amended, enhanced or extended in accordance with the City's Planning Commission Public Hearing and the City's Planning Commission Public Hearing and the City's Planning Commission Public Hearing. 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 65667, considered the Original Development Agreement (as defined herein). The Planning Commission, by Resolution No. 1560, recommended to the City Council that the City Council approve the Original Development Agreement (as defined herein) and the following findings and determinations: that this Agreement (i) is consistent with the adopted objectives, policies, general land uses and programs specified in the general plan and the concurrent approval of amendments to the general plan and approval of the Specific Plan; (ii) is compatible with the uses authorized in the district in which the Property is located and in conformance with the public necessity, public convenience, general welfare, and good land use practices. 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 8, 2013, and again on September 24, 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 below), 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 retail, office, civil, casino-gaming, and open space uses on the Property. The Draft Specific Plans (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. The Application for Project Development/Adoption of Original Development Project Approvals was submitted as 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 Original Specific Plan so as to create a comprehensive set of development standards and design criteria; (iii) rezone the Property so as to permit the uses 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), so they may later be further refined, amended, enhanced or extended in accordance with the City's Planning Commission Public Hearing.

F. Opportunity for Stadium and Related Benefits. The City may take advantage of an opportunity for greater economic benefit to Hollywood residents and bring international attention back to Hollywood. A proposed football stadium and the substantial collection 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 arts and markets, and community gatherings. This proposed evolution of the original Hollywood Park development concept will define a modern and distinct visual and architectural identity for Inglewood, and will realize the benefits of the original Hollywood Park development concept for Hollywood Park, reinvigorated 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 the 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, which have been granted for a mixed-use project known as Hollywood Park (the “Project”), located on the Property, which entitlements are the subject of this Agreement:

H.1 The EIR. That to the Original Development Project, the EIR and the Original Mitigation Measures (as altered 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, the 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 other lands 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”), attached herein as Exhibit F, 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. 09-42); 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. 16-10) approved by the City on September 23, 2014, and 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 and 09-011), as further amended by the Initiative, and as amended from time to time in accordance with this Agreement.

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. 14-15), the “Master Map”.

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, (the “Amended Development Agreement”), and that certain Vesting Tentative Map approved by the City on December 19, 2012, and as further amended by the Initiative.

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. Having duly examined and considered this Agreement and the various plans and developments described herein, the City finds that this Agreement satisfies the Government Code Section 65967.5 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 “Inglewood Redevelopment Agency”) approved an amendment to the Amended and Restated Redevelopment Plan for the Inglewood Redevelopment Area, which involved the acquisition of the Property, and the City resolved to acquire the Property by eminent domain, and to enter into a Development Agreement with the Inglewood 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 Exhibit C of Exhibit B or Exhibit 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 contributions hereunder, 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 of residential, commercial and 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 Council 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 (as defined in Section 16 of this Agreement). The City Council finds and declares that the total economic benefits (1) through L 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 Hollywood Park 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 the City taxpayers.


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 thirteen (13) 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 homeownership housing opportunities in a wide-range of price points.

L.8. Creation of substantial property tax revenue to contribute to the ability of the Redevelopment Agency to provide affordable housing and other approved redevelopment projects L.9. Retention and improvement of the casino/gaming facility, preserving a continuing revenue source.

L.10. 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.11. Provision of an on-site police storefront facility in the mixed-use zone to be operated by the Inglewood Police Department.

L.12. 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 in the EIR (as to the Original Development Project) and as set forth in this Agreement (as to the Stadium Alternative Project).

L.13. Creation of sustainable storm water treatment system and features designed to naturally reduce or avoid water quality and hydrologic impacts.

L.14. 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.

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.

M. City Council Action. On May 28, 2009, the City Council opened and on June 8, 2009, held a duly noticed public hearing on this Agreement and, after independent review and consideration, made the same findings and determinations by its own independent conclusion as the Planning Commission. The City Council also reviewed and certified the EIR, adopted certain Mitigation Measures for the Project, approved the proposed amendment to City’s General Plan, approved the rezoning of the Property and approved the Subdivision Map for the Property. The City Council also found this Agreement consistent with the City’s General Plan and the Specific Plan. On June 8, 2009, the City Council approved and introduced this Agreement by first reading of Ordinance No. 09-14. On July 8, 2009, the City Council adopted this Agreement by second reading of Ordinance No. 09-14. Ordinance No. 09-14 became effective on August 7, 2009.

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 here 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 Administrator Manager of Inglewood or his or her designee, and shall be referred to as the "City Administrator".

2.2. Adoption Date. July 8, 2009, the date the City Council adopted the Enacting Ordinance. The date that the initiative goes into effect in accordance with the California Election Code.

2.3.Reserved 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, and utility and other easements.


2.6. CC&Rs. Covenants, conditions and restrictions recorded in the Official Records of Los Angeles County 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.


2.6.2.7. CEQA

2.7. 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 therein (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-

2.7.2.8. City-Wide Laws

2.8. 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.

2.8.1.9. City Law(s)

2.9. Community Facilities District. Defined in Section 15.2.

2.9.1.10. Community Facilities District

2.10. 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.

2.10.1.11. CPI

2.11. CPI Factor. The relative increase in the CPI from the Adoption Date to the date at which the relevant calculation is being made.

2.11.1.12. CPI Factor


2.12.1.13. Default

2.12.2.14. Effective Date. The date that is the later to occur of (i) the date the Enacting Ordinance takes effect pursuant to Government Code § 65897, or (ii) if the Enacting Ordinance or any other Project Approval is subject to a valid referendum proceeding pursuant to Elections Code § 51000, at such date the Enacting Ordinance or other Project Approval(s) is (are) upheld pursuant to such referendum proceeding. Adoption Date or (b) the date that all Landowners (other than the Landowner of the Civic Site) have executed a counterpart signature page to this Agreement.

2.12.3.15. Effective Date

2.13. EIR. Defined in Recital GE above.

2.13.1.16. EIR

2.14. Election to Discontinue Racing. June 18, 2013, the date when Landowner, given Landowners’ predecessor-in-interest’s written notice to the City that it had elected to discontinue horse racing activities conducted on the Property because of circumstances that were beyond the voluntary decision not to pursue an allocation of racing dates for racing activities on the Property, it being expressly understood that (a) a failure to obtain substantially all of the historic allocation of racing dates from the horse racing board for any reason not within reasonable control of Landowner, including but not limited to the horse racing board’s decision to penalize or sanction the Landowner, or (b) the temporary cessation of racing activities to accommodate the rehabilitation, reconstruction or renovation of the track facilities shall not be considered an Election to Discontinue Racing.
2.15.2.17 Enacting Ordinance. Ordinance No. 09-14, enacted by the City Council on July 8, 2009, approving this Agreement and the ordinance adopted by the Initiative.


2.17. Exhibits. A mortgage or deed of trust, or other transaction, in which the Property, or a portion thereof or an interest therein, or any improvements thereon, is conveyed or pledged as security, contracted in good faith and for fair value, or a sale or lot merger. Each such map shall be called an "Individual Map.

2.18.2.19 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.

2.19.2.20 Existing Land Use Regulations. Collectively, the Existing Land Use Regulations shall mean: (i) the City of Inglewood General Plan, (ii) Chapter 12, Planning and Zoning of the City’s Municipal Code (including the Zoning Amendment), 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.

2.20.2.21 Extraordinary Public Benefits. Defined in Recital L and Section 16.

2.21.2.22 First Phase. Defined in Section 17.

2.22.2.23 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.

2.23.2.24 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.

2.24.2.25 Hybrid Retail Center. A retail center with an open-air configuration which includes a minimum of 500,000 gross square feet of retail space and restaurants, including the following: (a) approximately 60,000 to 80,000 square feet for a multi-screen movie theater with at least twelve (12) screens; (b) approximately 40,000 to 80,000 square feet for any other building containing approximately 10,000 square feet of Upscale Table Service Restaurant space; the majority of the balance of the 500,000 square feet of space consisting of national or regional specialty stores, as well as general merchandise retailers and services in full depth and quality; and (c) 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 is associated with a national or regional specialty store or a national or regional retailer such as Kohl’s, H&M, Best Buy, Nordstrom Rack, Macy’s or other retailer of similar type and quality.

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


2.27.2.28 Laws. The laws of the State of California, the Constitution of the United States and any codes, statutes or ordinances of any court decision, state or federal, thereunderreunder.

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

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

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

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

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

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

2.36. Notice of Start of Development. Written notice from Landowner's predecessor-in-interest to City indicating that Landowner intends to start with development of the Project. Such notice must be given a minimum of sixty (60) days prior to commencement of Phase A., which notice was deemed given on December 19, 2012.

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


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


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

2.42. Phase A. The pre-development phase of the project which includes renovation of the casino, construction of a parking structure, relocation and construction of Los Angeles County Drain lines 1805 between Century Boulevard and Arbor Vitae; partial construction of Los Angeles County Drain Line 1823, and construction of various city sewer mains, city water mains, city storm drain, electrical utilities, gas mains, telephone utilities and a new access way onto Century Boulevard.

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

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

2.45. Project. Defined as defined in Recital H.

2.46. Project Approvals. As defined in Recital H.

2.47. Property. As defined in Recital C.

2.48. 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, as listed on Exhibit C.

2.49. Rezoning Ordinance. The amendment to City’s Zoning Ordinance enacted by the City Council on July 8, 2009, by Ordinance No. 09-011, rezoning the Property to the HPSP (Hollywood Park Specific Plan) Zone.

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

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

2.52. Stadium Alternative Project. As defined in Recital H.
2.46.2.53 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."

2.47.2.54 Transferred Property. Defined in Section 18.

2.48.2.55 Transferred Property. Defined in Section 18.

2.49.2.56 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 Café or Il Fornaio.

3. Description of Property. The property, which is the subject of this Development Agreement, is described in Exhibit A 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 all persons holding or holding legal or equitable interests in the Property will be bound by the Agreement.

5. Relationship of City and Landowner. The Parties specifically acknowledge that the Project is a private development, that City is acting as the agent of a private 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. Each Party shall cause 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 this Development Agreement was August 7, 2009, which is as 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, the City Administrator shall make a final determination on 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. 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 (d) above have been satisfied. If the City Administrator determines that 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 (de) above have not been satisfied, the City Administrator shall deny the Term Extension. The determination of the City Administrator in regard to 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) applies for the applicable extension of this Agreement, and (a) a certificate of occupancy has been issued for the 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 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; and; (d) the Retail Property Landowner applies for a five year or the holder of the right, if it has been transferred, for the applicable extension of this Agreement, and (e) a certificate of occupancy has been issued for the Stadium.

6.2 Term. The term of this Agreement shall commence on the Effective Date and extend for an initial term of five (5) 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, and; (d) the Retail Property Landowner applies for a five year or the holder of the right, if it has been transferred, for the applicable extension of this Agreement, and (e) a certificate of occupancy has been issued for the Stadium.

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

4.4.6 Property. The property, which is the subject of this Development Agreement, is described in Exhibit A attached hereto.

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. This Agreement shall automatically be terminated notwithstanding the final build-out of any commercial improvements on the Property (including, if the

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 land uses, the timing and sequencing of development (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 this Agreement, the Approvals including but not limited to the Specific Plan, and the City’s ordnances, regulations, and applicable policies in force and effect on the City’s Effective Date and (b) the Project Approvals in effect at the time of termination.

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 Exactions 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 which 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 density or intensity of development anticipated by this Agreement. The 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 duties, obligations and powers. To that end, any Exactions adopted by the City after the Adoption Date (or in the case of an existing Exaction, increased above 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 tangible, intangible or personal rights, or any personal staff 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 Certification. Any attorney fees and costs of City for any action brought (or in connection with any action) by City in connection with this Section shall be reimbursed to City by the City if City is successful in such action.

7.3. 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 this 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.

7.4. Termination.

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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 Director of Planning and Building, provided however, that the Economic and Community Development Department Director of his or her designee, or by Landowner in order to achieve its desired timeliness for construction of the Project. Furthermore, in such event there shall be a credit against costs of contract planner or contract building plan check person, 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 maintaining 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 such event, City acknowledges that the Landowner may process an amendment to the Specific Plan for a portion of the Northern Parcel (not included in the 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 expediently 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 and does not increase the cost of project-related services to the City’s general fund or reduce the anticipated project-related revenues to the City’s general fund beyond those costs and revenues currently estimated in the Fiscal Impact Assessment for the Project shall not be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws:

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 specific 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 effective.

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 venues to eliminate vehicular conflict and enhance pedestrian circulation during pre-event, event, and post-event hours. Street closures shall be subject to approval of the Fire Marshal, 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 requirements: (a) temporary closure of the streets to vehicular traffic shall be accomplished by traffic barriers, movable barricades or other devices, and (b) temporary barriers, 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 Vestured Rights of Landowner set forth in 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 Vestured 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
limiting the location included in this Agreement or the Project Approvals.

6.2. 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.

6.3. 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.

6.4. 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 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.

6.5. Subsequent Environmental Review. The provisions of CEQA, as they may be amended from time to time, shall apply to any Subsequent Approval 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 reasonable Mitigation Measures necessary to eliminate or reduce to negligible levels 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 unless the standards for further environmental review under CEQA are met as a result of a change in circumstances as specified in California Public Resources Code Sections 21081.5 and 21067 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 redevelopment project. 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 thereunder.

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 improvements 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 subdivide the Property to the extent of four (4) future Individual Maps (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, but shall not permit the commencement of vertical construction of any buildings unless and until a final map associated with the Master Map shall have been recorded. Any Plot Plan Review process for any new parcel maps shall have been approved.

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 parcels, as may be necessary or desirable 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 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 market rate residential units, and a maximum of 300 of said residential units may be rental residential units. If the Stadium Alternative Project is selected, then residential units may be available only 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 D of the Specific Plan) shall be for sale.

15. Reuse-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

15.2.1 Use of Community Facilities District

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 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 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 ensure that the CFD will be capable of carrying out the CFD’s purposes, namely the development and 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 the 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% percent 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 levy 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, hold all steps required under applicable law to dissolve the CFD, including without limitation recording a notice of cessation of special taxes.

15.2.2 Fire Service Cost as Part of Community Facilities District

Landowner and City agree that the Community Facilities District may be used to pay for Public Improvements as shown in Exhibit C, 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 such purposes 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 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 association 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.

15.2.3 Use of Community Facilities District

Landowner and City agree that the Community Facilities District may be used to pay for Public Improvements as shown in Exhibit C, 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 such purposes 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 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 association 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 Maxon Associates dated February 2009 (the “2009 Fiscal Assessment”), and that such fire service costs for the Project may also be necessary for the Project. At the time of formation of the CFD, Landowner and City shall also include in the CFD for 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 costs 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 costs exceeds $1,687,000 per year, the CFD shall include an obligation that each residential unit be obligated to pay a maximum amount 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 this event 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 gross new revenue estimated to amount to approximately $40 million per year.

The Department of Finance will advise the City on a quarterly basis of the additional gross revenue achieved in comparison to the City’s fiscal year 2009 estimate. The amount of the City’s additional gross revenue achieved above the City’s 2009 Fiscal Analysis estimate will be used to pay the Full Reimbursement Amount, the City Revenue Hurdle and the City Revenue Thresholds as set forth in this Agreement.

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 for the Hybrid Retail Center, as well as through improvements to existing parklands and open space areas. The subject CC&Rs shall be recorded 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 use and maintenance of parks, paths and other public uses covered by the final maps, which shall in all cases be executed in accordance with the Specific Plan. 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.

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 the date Landowner reasonably estimates to be one year prior to the anticipated start of construction of Phase A. Within thirty (30) days after receipt of reasonable documentation of PI Expenditures that were advanced, City shall remit to Retail Property Landowner PI Reimbursements in respect of said PI Expenditures.

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. With 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 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 be entitled to recover the maximum PI Reimbursement Amount after it makes a good faith effort to spend the maximum PI Reimbursement Amount.

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 unreimbursed amount exceed the Total PI Expenditures.

16.3 Financial Management. The subject CC&Rs shall be recorded as a condition to recording each final map that contains a designated park or open space easement.
The Workforce Outreach Coordinator shall also marshal and coordinate workforce outreach, training and placement programs in order to engage in the following community outreach activities: (i) notification and advertising of available workforce programs; (ii) establishing a community resources list that will include the Inglewood Contractors Association organizations such as the Inglewood Chamber of Commerce, the Inglewood Area Ministerial Alliance, service organizations, block clubs, community front halls, 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 14.2.25-16.2.6. The overall objectives and goals of the WOCP shall include the following: (i) establishing strong 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, including 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: (i) 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 (ii) 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) the Hybrid Retail Center: (1) upon commencement of job search, publication of job availability of the Senior Management Positions located within the area designated in Exhibit H and shall include the following improvements and fixtures, subject to the limitations and conditions contained 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, including 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.

16.2.4 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 contractors obligations with respect to these goals are satisfied 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 lessors and other tenants within the retail and office uses, (ii) the tenant improvement work to be done for the home owner’s property owner’s 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) any and all retail development; (vi) any and all hotel development; (vii) any and all 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) any and all renovations that precede the giving of the Notice of Start of Development.

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 total employment opportunities and required skills; and (v) funding (by Landowner only) and participation in job fairs as further provided in Subsection 16.2.6. The overall objectives and goals of the WOCP shall include the following: (i) utilization of the WOCP to identify and solicit qualified Inglewood residents; (ii) coordination with organizations such as the Inglewood Chamber of Commerce, the Inglewood Area Ministerial Alliance, service organizations, block clubs, community front halls, meetings, and religious organizations; (iii) notification and advertising of upcoming job opportunities and job fairs as described in Subsections 16.2.2, 16.2.4 and 14.2.25-16.2.6. The WOCP shall also identify and solicit MBE/DBEs regarding opportunities related to ongoing operations at the Hybrid Retail Center.

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 four (4) 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 giving of the Notice of Start of Development, commencement of 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 job fairs shall be open to the general public and include information about available employment opportunities as well as opportunities to submit resumes and applications. Landowner shall publish notice of the job fair once each week in a newspaper of general circulation in Inglewood for three weeks prior to the job fairs. 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 65955 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 designated in Exhibit H and shall include the following improvements and fixtures, subject to the limitations and conditions contained 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, including 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.
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 of the Hybrid Retail Center and prior to approval of the Plot Plan Review for either the Stadium or the Hybrid Retail Center. Landowner shall complete construction of the police storefront facility prior to issuance of the first certificate of occupancy for any of the buildings within the Hybrid Retail Center. Landowner shall lease the police storefront facility to the City for so long as the Hybrid Retail Center 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) shall pay all utility costs, association 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 Hybrid Retail Center that otherwise satisfies the requirements hereby provided. 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 selected in accordance with the terms of this Agreement, then from and after the date that the Stadium Alternative Project achieves the City’s actual moving costs for transferring equipment and materials to the new location. If the Party is unable to mutually agree on an increased amount of spaces, the City Planner may increase the number of required parking spaces to 1100.1,100.

16.5 Reserved.

16.6 Casino BarcalsProperty 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 improvements for so long as the subject to naps must 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 new 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 needed and as to the approximate number and cost of such parking spaces, Landowner shall provide. If the Parties are unable to mutually agree on an increased amount of spaces, the City Planner may increase the number of required parking spaces to 1100.1,100.

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 will, 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.

(b) 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 Facility shall be dedicated and recorded as the Residential Property or 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. 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 2008 Fiscal Impact Assessment for the City of Inglewood 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 a $3,000,000 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 (3) three 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 InglewoodFormer Redevelopment Agency pursuant to Article II of the Owner Participation Agreement. To the extent that the amount of payments made by the InglewoodFormer Redevelopment Agency and the City exceeds 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. The amount of payments made by the Retail Property Landowner and the InglewoodFormer Redevelopment Agency differ, and the InglewoodFormer 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 Judgement (which, lands 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 provide the City with a copy 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. Not later than 90 days after the Effective Date, or if there is litigation challenging a Project Approval then within 30 days after the litigation is finally concluded and not subject to appeal, Landowner shall convey/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 by grant deed 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 (1) (“Civic Site”). The deed shall expressly reserve 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 or 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-existing 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. The EIR for the Specific Plan anticipates a base entitlement of 9,086 units and a maximum of 3,000 housing units on or through the use of the Equivalency Program in the Specific Plan, which allows for the conversion of retail, office and hotel development to a maximum of 605 residential units. To accommodate the utilization of the Civic Site for affordable housing, Landowner agrees that in the event that the City shall select and approve the affordable housing/senior housing use of up to 300 residential units on the Civic Site, not later than 90 days after the Effective Date, Landowner shall remove the ability to convert to an equal number of units under the Equivalency Program. To the extent the City selects an additional residential use for the Civic Site, the number of units approved by the City (up to a maximum of 200), it being understood that 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. If City does not select and approve the affordable housing/senior housing use within the aforementioned time period, then there shall be no restrictions on Landowner’s utilization of the Equivalency Program and Landowner shall be entitled to create up to 305 residential units under the Equivalency Program and 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, including an analysis of the impacts of any residential units ultimately approved by the City, in addition to the maximum of 3,000 housing units analyzed in the EIR.

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 the sustainability principles, Landowner shall recycle demolition material, if any. Landowner shall reasonably prosecute the 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 Exhibit E, Page 16
or Prairie Avenue property line. The Parties recognize that as the construction proceeds the plant location will change, but in no event will the Aggregate piles be relocated at the request of the City.

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 the 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.

16.16 Use of Primary Project Signage for Community Messages. If the Stadium Alternative Project is elected by the Landowner, then upon written request to the Landowner, City shall receive at least one 11 TV rotation every 45 minutes on project signage.

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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 such 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 approximate amount of One Million Dollars ($1,000,000) to implement youth-oriented programs or facilities for students in Inglewood (which may include without limitation academic programs, counseling; training programs; job training; and internships) that will serve at least one hundred (100) students annually. If the Stadium Alternative Project is elected 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, the Landowner shall submit to the City a reasonably detailed budget for the current fiscal year, which shall include the amount of funds proposed to be expended in the current fiscal year for such program(s), which program(s) may proceed during the current fiscal year, including information on the approximate number of Inglewood youth who participated in such program(s) or utilized such facilities.

17. Phasing. The Parties agree 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 located in the mixed-use zone 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 (iv) a commercial unit of the Stadium Alternative Project is elected (v) a Stadium (collectively the “First Phase”). A minimum of 340,000 gross square feet of the Hybrid Retail Center 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 340,000 gross square feet of the Hybrid Retail Center for the construction of a parking structure associated with the casino uses which will free the surface lots currently utilized for casino parking.

By entering into this Agreement, Landowner shall not be required to develop the Property, provided that any development commenced with respect to 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 in the First Phase 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 substantially consistent with the design and architectural character of the model presented to the City; 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 provide otherwise interfere with (i) Landowner’s bankruptcy or receivership; 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; and (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 floor to food and/or beverage, 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, or 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 lessors, tenants, or the mortgagee of any part of the Property. Notwithstanding anything to the contrary contained in this Agreement, Landowner shall have the right to assign or transfer any portion of its interest, or rights or obligations under this Agreement, to third Persons (the “Transferee”), 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. Landowner shall provide thirty (30) days written notice to City prior to the effective date of any sale, transfer or assignment (collectively, “assignment” or “assignment and assumption”) of all or any 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 consent of City or the right to receive reimbursements pursuant to Section 15.3) without a transfer of all or any portion of the Property, and if such transfer or assignment of such 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 notice of sale, transfer or assignment thereof to any other Person, without the prior written consent of City. The City’s consent 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 this Agreement, and if the Stadium Alternative Project is elected 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, the Landowner shall submit to the City a reasonably detailed budget for the current fiscal year, which shall include the amount of funds proposed to be expended in the current fiscal year for such program(s), which program(s) may proceed during the current fiscal year, including information on the approximate number of Inglewood youth who participated in such program(s) or utilized such facilities.

19. Lender Obligations and Protections.

19.1 Encumbrances on the Property. The Parties hereto agree that this Agreement shall not prevent or limit Landowner, any Affiliate of Landowner, or any other Person from encumbering the Property (except that subject 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 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 default, 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, and shall be entitled to cure or remedy, or to continue 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 that can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may seek to obtain possession with diligence and control through a receiver or otherwise, and shall thereafter remedy or cure the Default or 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 or 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 the 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.


21.1 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 E, the First Phase improvements, the Public Improvements constructed or under construction by Landowner, and the dedication and 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 the 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. The Planning Director shall also notify the Landowner of any additional time necessary for Landowner to reduce the non-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, on the basis of substantial evidence, it determines 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 Directors 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 losses, liability, costs, expenses, claims or demands and actions in law or equity (including attorneys' fees and litigation expenses) by any Person or entity, directly or indirectly arising or alleged to have arisen out of or in any way related to (1) the approval of this Agreement or the Project Approvals; (2) any development or use of the Property under this Agreement or the Project Approvals; and (3) any actions or inactions by the Landowner or its contractors, subcontractors, agents, or employees in connection with the construction or improvement of the Property and the Project, including off-site Public Improvements; provided, however, that once the City accepts the Public Improvements, Landowner's indemnification obligation with respect to those improvements shall cease. Notwithstanding the foregoing, Landowner shall have no indemnification obligation (1) with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees; (2) with respect to the maintenance, use or condition of any improvement or portion of the Property after the time it has been dedicated to and accepted by the City or another public entity, or taken over by a home owner's or property owner's association (except as provided in an improvement agreement or maintenance bond); (3) with respect to the public use easements after the time the public use easements have been accepted by the City. The indemnity under this Section does not survive Termination of this Agreement but shall be independent of other indemnities or indemnity agreements, which may survive in accordance with their terms.

23. Amendment, Cancellation or Suspension.

23.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require substantial and material changes in Project Approvals, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation. Any such amendment of the Agreement shall be approved by the City Council in accordance with State law, the City Code, and this Agreement.

23.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law, the City Code and this Agreement.

23.3. Substantive Amendments. Any substantive amendment to the Agreement shall require approval of an amendment to the City Code and the City Council, and in addition to the remedies set forth in Section 36, a Party's violation of any material term of this Agreement or failure by any Party to perform its obligations under this Agreement shall be a Default.

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, without a public hearing, by the City Administrator.

23.5. Cancellation by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual consent of the parties at any time, 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, 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 the Property. A Default by the Landowner includes, but is not limited to, the following: failure to provide notification at least 24 hours prior to the occurrence of a Default; failure to provide 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.

25. 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.
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 Landowner’s 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 Landowner’s 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 26, the Party in Default shall have thirty (30) days from receipt of the notice of Default to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged Default is such that it cannot, practically be cured within such thirty (30) day period, the cure shall be completed within the applicable cure period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing Party’s receipt of the notice), the curing Party provides written notice to the other Party that the cure cannot practically be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be agreed to by the Complaining Party to be reasonably necessary to correct the matter).

26.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any subsequent Default. Delay in 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 a Party brings an action or proceeding (including, without limitation, any cross-claim, 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 discharges 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 thereof (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, vacate 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, 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 negotiate a purchase with the property owner, or is unable to comply 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) no sexual or nude entertainment, 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 assigns, 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 by covenant running with the land and shall constitute covenants and conditions of an irrevocable character, limited only to the extent necessary to avoid a violation of any law, and not otherwise 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, its 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 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 occurring concurrently with or prior to the foregoing, that prevents the Company from timely claiming the entire amount 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 respective 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 Federal 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 Courthouses) 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 65685, shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the Party’s mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

**City:**
- City of Inglewood
  - One Manchester Boulevard
  - Inglewood, California 90301
  - Attention: City Administrator

**Landowner:** Hollywood Park Land Company, LLC c/o Stockbridge Real Estate Funds Four Embarcadero Center, Suite 3300 San Francisco, CA 94111
- Attention: Christopher Meany

**with a copy to:** Hollywood Park Land Company, LLC c/o Wilson Meany Sullivan LLP
- 100 Wilshire Boulevard, Ste 440
- Santa Monica, California 90401
- Attention: Douglas Moreland

**with a copy to landowner:** Gibson Dunn & Crutcher LLP
- 8550 Wilshire Boulevard
- Los Angeles, California 90024
- Attention: Amy A. 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, within the County Recorder/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 under the authority of Ordinance No. 09-14, adopted by the City Council of the City of Inglewood on the eighth day of July, 2009, and Landowner has caused this Agreement to be executed.

“CITY”

CITY OF INGLEWOOD,

a municipal corporation

By: ________________________________

Name: ________________________________

Its: Mayor

“LANDOWNER”

HOLLYWOOD PARK LAND COMPANY,

LLC

By: ________________________________

Name: ________________________________

Its: ________________________________

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney
## EXHIBIT LIST

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LEGAL DESCRIPTION
EXHIBIT "A"

PARCEL 1:
PARCEL "C" OF PARCEL MAP NO. 25646, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FER MAILED IN BOOK 285, PAGES 53 TO 81 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE ABOVE REFERENCED MAP BEING AFFECTED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JUNE 28, 2000 AS INSTRUMENT NO. 00-0939688 OF OFFICIAL RECORDS.

EXCEPT THEREFROM UNTIL TIDEWATER ASSOCIATED OIL COMPANY, ITS SUCCESSORS AND ASSIGNS IN DEED RECORDED FEBRUARY 25, 1987 IN BOOK 2464 PAGE 427, OFFICIAL RECORDS, ALL MINERALS, INCLUDING BUT NOT LIMITED TO HYDRO CARBONACEOUS SUBSTANCES TOGETHER WITH THE RIGHT TO EXHAUST, EXTRACT, RECOVER AND REMOVE THE SAME SUBJECT HERETO TO THE PROVIDED AND COVENANTS THERETO CONTAINED.

ALSO EXCEPT THEREFROM UNTIL MANCHESTER AVENUE COMPANY, A CALIFORNIA CORPORATION, BY DEED RECORDED AUGUST 31, 1955 IN BOOK 727 PAGE 412, OFFICIAL RECORDS, AN UNDIVIDED 26/25 OF ONE PERCENT OF ALL MINERALS, OIL, GAS AND OTHER HYDRO CARBON SUBSTANCES OR THE PROCEEDS THEREFROM IN AND UNDER OR THAT MAY BE PRODUCED OR OBTAINED FROM THAT PORTION OF SAID LAND LYING NORTHERLY OF LINE PARALLEL WITH AND 130 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION.

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

ALSO EXCEPT THEREFROM UNTIL MASON LETTERMAN, C. H. LUCAS AND JOHN J. MAC FADDIN CONSTITUTING THE BOARD OF TRUSTEES OF THE ENDOWMENT FUND OF INGLEWOOD PARK CEMETARY ASSOCIATION, IN DEED RECORDED MARCH 15, 1984 IN BOOK 10398 PAGE 795, OFFICIAL RECORDS, ALL MINERALS, OIL, GAS AND OTHER HYDRO CARBON SUBSTANCES, LYING IN OR BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY OF THAT PORTION OF SAID LAND LYING NORTHERLY OF A LINE PARALLEL WITH AND 130 FEET SOUTHERLY MEASURED AT 90 DEGREES FROM THE NORTHERLY LINE OF SAID SECTION 34.

PARCEL 2:
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY: THE EASERELY 60.00 FEET OF PARCEL B AS SHOWN ON MAP OF PARCEL MAP 25646, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FER MAILED IN BOOK 285, PAGES 53 TO 81 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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 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 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 THEREFROM 1322.40 FEET FROM THE NORTHWEST CORNER 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 LITTLE, F.T. HINTON AND JOHN R. MACFADEN CONSTITUTING THE BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETARY 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. 62-1996 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. 77-888782, 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.


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 INTO 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, 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 IMPAIED, 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 BOULEVARD, 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.


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-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 SUCCESSEES 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 SURFACE 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° 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 SOUTH OF SAID LAND, 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 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 CEMETARY 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 QUIETCLAIMED TO HOLLYWOOD PARK HOTEL CORPORATION, BY A QUIETCLAIM DEED RECORDED AUGUST 12, 1977, AS INSTRUMENT NO. 77-888782, OF OFFICIAL RECORDS.

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

Assessor’s Parcel No: 4025-011-025, 026, 027
Exhibit A-4: Legal Description of Residential Property

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

PARCEL 1:

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

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


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 HYDROCARBONACEOUS 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, 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 EASTERNLY 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 22'22" 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.

EXHIBIT A
General Plan Amendment No. 08-03 (GPA-06-03)

"Major Mixed-Use" Land Use Category Description

The Major Mixed Use category applies to areas in which a mix of land uses may be developed and a Specific Plan (or Planned Assembly Development) is required to guide their cohesive development as a distinct district, as well as to respond to localized site characteristics such as size, location, adjacent uses, access, etc. By statute, specific plan policies are required to provide greater detail than the General Plan. In this regard, they may be more but cannot be less restrictive than the General Plan. Permissible densities, development capacity, and development standards shall be specified by the specific plans. Prior to the adoption of a specific plan, permitted uses and densities shall be determined by the underlying category of use proposed for the property (e.g., commercial, office, residential, business park, or recreation, etc.).

"Major Mixed-Use" Goals and Policies

The goals and policies of this section of the General Plan provide for the development of properties and buildings that integrate a diversity of uses such as retail, office, entertainment, and residential uses, which are developed as quality places to live, walk, shop, and be entertained. Mixed-use development is intended to enable residents to live close to commercial uses, employment centers, entertainment, and public services, thereby reducing automobile trips, air pollution, energy consumption, and noise while increasing opportunities for resident activity and local shopping. Development in these areas is also intended to be sited and designed to respect the site characteristics such as size, location, street access, and adjacent land uses.

Major Mixed-Use Category Goal

Large-scale development sites integrating commercial, office, entertainment, and/or housing that actively engage and enhance pedestrian activity, enable tweedwear's residents to live close to businesses and employment; respect the site characteristics, and are well-designed reflecting the traditions of the City.

Policies

1. Land Use Mix: Allow for planned development mixed-use districts that integrate housing with retail, office, entertainment, and public uses where the housing may be developed on the upper floors of non-residential buildings or distributed horizontally on the site.

2. Ground Floor Development: Require that the ground floor of buildings integrating housing with non-residential uses be occupied by retail, dining, and other uses that engage and activate pedestrian activity.
3. Architectural Design Quality. Require that development in mixed-use districts convey a high level of architectural design quality and landscape amenity, reflecting the traditions that historically have defined the City.

4. Design Integration. Require that residential and non-residential portions of mixed-use buildings be seamlessly integrated by architectural design, pedestrian walkways, and landscape.

5. Cohesive and Integrated Development. Require that planned development mixed-use districts seamlessly integrate uses and buildings as a cohesive project characterized by:
   - A connected and unifying street and sidewalk network
   - Consistent property setbacks, frontage design, and building massing
   - Orientation and design of the ground floor of buildings to promote pedestrian activity
   - Inclusion of attractively landscaped public sidewalks and open spaces
   - Consideration of shared parking in lieu of separate parking for each use
   - Transitions of development scale and mass and pedestrian linkages with adjoining neighborhoods and districts

6. Site Development. Require that buildings and improvements respect their setting addressing such elements as location, slopes, drainages, native landscapes, and viewsheds, as applicable.

7. Compatibility of Residential and Non-Residential Uses. Require that buildings integrating housing with non-residential uses be designed to assure compatibility among its uses and public safety, including separate access, fire suppression barriers, secured resident parking, noise insulation, and similar elements.
Exhibit B: Summary of Applicable Fees and Taxes

3. Admissions Tax (IMC § 9-6).
5. Transit Occupancy Tax (IMC § 9-56).
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).
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 2,450' 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 connections.
- Install approximately 750' of 60" 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 HIR including Crenshaw/Century, Prairie/Century, Doty/Century, Yukon/Century, Club Drive/Century, 11th Avenue/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 HIR including La Brea/Centinela, 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 Piscay to the northern property boundary.
- Complete Bluff Park.
- Modify traffic signal improvements at Carlton Dr. / Piscay Drive.
- Upgrade 3 intersections with ITS traffic signal improvements per the HIR including La Brea/Century, I-405 Northbound Ramps/Century, Ingleswood Ave./Century.
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.
- Reconstructing vertical center of Century Boulevard.
- Install new roadway and median.
- Dedicate land for additional public right-of-way. Widen and regrade Century Blvd. to provide a dedicated right turn only lane.
- Indirect: Increase number of pedestrian crossings.
- Install new street lights, sidewalks, street trees and landscaped medians.
- Install new drive ways, traffic signal improvements, and utility connections to support the development of the Hollywood Park site, dedicating 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 regrade Prairie Avenue to provide dedicated right turn only lanes.
- Install new street lights, sidewalks, 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 Pinchot 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/Mannchester: 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/Mannchester: 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 Osage 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, Lake, 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.
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 financed and all advances made by Developer have been fully repaid (in each case, (either from bond proceeds or directly from special tax revenues).
• Full prepayment of special taxes on Developed Property shall be permitted at any time.

C. Bonds

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

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

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

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

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


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.
Exhibit G
Exhibit G - Conditions of Approval Re Access 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 proper 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 Preliminary 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, picnics, 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, during the hours of 7:00 a.m. and 9:00 p.m. between sunrise and sunset, seven (7) days per week during Pacific Daylight Savings time, and during the hours of 7:00 a.m. and 9:00 p.m. one hundred and twenty-four (124) days per week during Pacific Standard time, 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 the Champion Park Plaza) is transferred in fee (the “Park Land”) to the Home Owner’s Association and thereafter the Home Owner’s Association and the Landowner shall covenant that the required aggregate amount of Stadium Plazas will be provided in permissible areas depicted on an approved Preliminary Permit application;

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 the Home Owner’s Association and thereafter the Home Owner’s 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:

6(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 the Home Owner’s Association and thereafter the Home Owner’s Applicable Association, if any, may temporarily close the subject Park or portions thereof during the duration thereof, in any manner deemed necessary or desirable to promote public safety, security and the protection of Persons and property.

6(ii) Landowner, until such time as the subject Park Land is transferred to the Home Owner’s Association and thereafter the Home Owner’s Applicable Association, if any, may temporarily close the subject Park or portions thereof during the duration thereof, in any manner deemed necessary or desirable to promote public safety, security and the protection of Persons and property.

(b) Special Events: Landowner, until such time as the Landowner no longer has any interest in any Lot and thereafter Home Owner’s 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 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 Permits 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 Home Owners 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 the Home Owner’s 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 the Home Owners’ 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 the Home Owners’ 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 the Home Owners’ Association, and thereafter the Home Owners’ 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 the Home Owners’ Association and thereafter the Home Owners’ applicable Association, provided that Landowner, until such time as the subject Park Land is transferred to the Home Owners’ Association and thereafter the Home Owners’ 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 applicable authority to approve or deny subject temporary structures prior to the time when subject Park Land is transferred to Home Owners’ Association.

11. **Signs:** Landowner, until such time as the subject Park Land is transferred to the Home Owner’s Association and thereafter the Home Owners’ 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 Home Owners’ applicable Association authority to post subject signage prior to the time when subject Park Land is transferred to Home Owners’ Association.

12. **Prohibited and Restricted Activities: Rules and Regulations:** Landowner, until such time as the subject Park Land is transferred to the Home Owners’ Association and thereafter the Home Owners’ 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 such time as the Home Owners’ Association is formed and takes title to the Park or Plaza, and thereafter by the Home Owners’ 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 Home Owners’ 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, requiring specifying the provision of 1.5 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 building permit application, the area and configuration of the Retail Plazas may be modified from time to time provided, however, that the minimum number of 1.5 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, hardscapes, 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, hardscapes, 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 in its sole discretion may provide 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.
CIVIC CENTER SITE EXHIBIT

EXISTING BACK FLOW PREVENTER

PROPOSED RW DEDICATION
EXISTING BI-P NATURAL GAS MAIN
LOT LINE

CIVIC CENTER

EXISTING RECLAIMED WATER
MONITORING WELL

PROPOSED WT-WIDE CONSTRUCTION
AND SLOPE EASEMENT

LOT LINE

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

EXISTING HPQC MONITORING WELL LOCATION

EASEMENTS OF RECORD

PARKS DEPARTMENT, TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 94-246134
DATE: JUNE 19, 2000

10. EASEMENTS GRANTED TO THE榮和水公司以下和細則所指出，這些作為記錄在文獻中，

EXCALIBUR PETROLEUM CORPORATION
PURPOSES:
LIMITATION FOR THE INSTALLATION OF GAS AND INCINERATOR PIPING
DESCRIPTION:
PARKS 1-0 LEVEL, RIVERSIDE 3-0 UTILITY OWNERSHIP, LOT 1, BLOCK 1, LOT 1, BLOCK 2,現場2,詳細描述
AS SHOWN ON PLAT DOCUMENT AND AS SHOWN ON RECORD. FOR MORE

15. EASEMENTS GRANTED TO THE榮和水公司以下和細則所指出，這些作為記錄在文獻中，

THE CITY OF MIDDLETOWN
PURPOSES:
LIMITATION FOR THE INSTALLATION OF GAS AND INCINERATOR PIPING
DESCRIPTION:
PARKS 1-0 LEVEL, RIVERSIDE 3-0 UTILITY OWNERSHIP, LOT 1, BLOCK 1, LOT 1, BLOCK 2,現場2,詳細描述
AS SHOWN ON PLAT DOCUMENT AND AS SHOWN ON RECORD. FOR MORE

H.J. & Foreman, Inc.
Engineering - Planning - Surveying
460 POWNALL BLVD, SUITE 20 - MIDDLETON, IN 46042 - (317) 656-3636
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 shown in the Specific Plan Exhibit 5-2 (each a “Sub-Phase Area”).

Phase I: 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 of which would encompass a portion of the Phase I area shown in the Specific Plan Exhibit 5-2 (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 stock piled 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:

<table>
<thead>
<tr>
<th>Improvements</th>
<th>Completion Event</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase A</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Circulation</strong></td>
<td></td>
</tr>
<tr>
<td>New private access road to Casino.</td>
<td>Prior to completion of the Casino Renovation and issuance of the certificate of occupancy for the new parking structure.</td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Prior to completion of the Casino Renovation and issuance of the certificate of occupancy for the new parking structure.</td>
</tr>
<tr>
<td><strong>Public Improvements</strong></td>
<td>To be determined at earlier of prior to issuance of grading or building permit for these improvements.</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td><strong>Phase 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Public Features</strong></td>
<td></td>
</tr>
<tr>
<td>10,000 gross square feet of homeowner association facility</td>
<td>To be determined as part of Plot Plan approval for the Hybrid Retail Center.</td>
</tr>
<tr>
<td>(See below for further information on Parks and Open Space)</td>
<td></td>
</tr>
</tbody>
</table>

**Phase 1 Circulation**

PDF L-2 Intersection No. 29: Prairie Avenue/Hardy Street: Widen and restripe the northbound Prairie Avenue 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. Prior to issuance of certificate of occupancy for 100% residential unit or as otherwise required under the Stadium Alternative Mitigation Measures.
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.

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.

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.

PDF L-6 Intersection No. 39: Yukon Avenue/Century Boulevard: Restripe the northbound Yukon 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.

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.

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 protect access road and serve all vehicular and pedestrian movements at the intersection.

Re-stripe eastbound Arbor Vitae approach.

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.

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.

Utilities

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

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

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

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

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

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

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

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

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

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.

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

Utilities

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

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

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.

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

Utilities

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

Prior to issuance of certificate of occupancy for 2950th residential unit 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, award is subject to the applicable Plot Plan Review applications and approved 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 by the Project and set forth in the Specific Plan, the MMRP, project EIRMitigation 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, piazzas 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.

Parks 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).

• 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).
Residential Unit Phases:

<table>
<thead>
<tr>
<th>Residential Units</th>
<th>Estimated Number of Units</th>
<th>Cumulative Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>1,583</td>
<td>1,583</td>
</tr>
<tr>
<td>Phase 2</td>
<td>932</td>
<td>2,515</td>
</tr>
<tr>
<td>Phase 3</td>
<td>480</td>
<td>2,995</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,995</td>
</tr>
</tbody>
</table>
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 in 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 Parcel(s) (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 Assignor desires to accept the assignment of such, subject to the terms, conditions and restrictions set forth in the Assignment Agreement.]

F. Assignor 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. Assignor hereby assumes all of the Assigned Obligations under the Development Agreement with respect to the Assigned Parcel(s), 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 Parcel(s) to the Assignee,Assignor shall become substituted for Assignor as "Landowner" and "Party" under the Development Agreement with respect to the Assigned Parcel(s) and the Assignee 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,
it being the intention of the Assignor and Assignees 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 Assignees and their respective successors and assigns.

9. Assignor and Assignees 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]
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: ______________________________
"ASSIGNEE"

[__________],
a [__________]

By: ____________________________
Name: __________________________
Title: __________________________
[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: _____________________
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:
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:
EXHIBIT C
TO
ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT
ASSIGNED OBLIGATIONS
(conditions, Public Improvements, etc.)
EXHIBIT D

TO

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

City Consent Resolution
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 Canal shall include the following text:

a. 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, pass 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 gambling activities (including but not limited to card tables, slot machines, off-track betting, pari-mutual 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:

(1). Noise: Noise will emanate as a result of the Mixed-Use Operations, including, but not limited to, equipment and machinery, vent hoods,
exhaust fans, heating, air-conditioning and/or ventilating equipment, fans, condensers, heat pumps, generators, roasters, food grinders, convection ovens, mixers, trash compactors, wrapping machines, 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 pedestrians 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. Eating, 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, perfume 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.
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:" (i) standard passenger vehicles, including automobiles, vehicles designed to accommodate ten (10) or fewer people, (ii) motorcycles and (iii) 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": (i) recreational vehicles (including motorhomes, travel trailers, camper vans, jet skis, motor boats and other motorized vehicles designed for travel over water), (ii) 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, (iii) vehicles designed to accommodate more than ten (10) people (unless pursuant to a carpool or vanpool program), (iv) vehicles having more than two (2) axles, (v) trailers, inoperable vehicles or parts of vehicles, or 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 repair), 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 must, 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
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

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
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.

8. Guest Parking: Guest parking spaces within the Covered Property are for temporary use, not to exceed, in the aggregate, seventy-two (72) hours in one (1) week, by invitees of Owners only. No Owner of the Covered Property may park any vehicle or leave any other property in any guest space. Guest parking spaces are unreserved and unassigned, and they are available on a first-come-first-served basis. The Home Owner Association's Board has the right, but not the obligation, to establish additional restrictions and parking policies (which may include towing vehicles from the Covered Property) in the Rules and Regulations.
Exhibit M: Stadium Alternative Mitigation Measures

[Attached.]
### EXHIBIT M

**STADIUM ALTERNATIVE MITIGATION MEASURES**

**PLEASE NOTE:**

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

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

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

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

<table>
<thead>
<tr>
<th>Mitigation Measure</th>
<th>Summary of Required Actions</th>
<th>Action Required at</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>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.</td>
<td>BP, PR</td>
<td>ECD</td>
</tr>
<tr>
<td>A-2</td>
<td>Where required by the Specific Plan, the applicant shall submit Planning Division approval of site 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.</td>
<td>PP</td>
<td>ECD, PR</td>
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<tr>
<td>A-3</td>
<td>The Project shall be developed in conformance with Exhibit E—Building Height Standards of the Specific Plan.</td>
<td>PP</td>
<td>ECD</td>
</tr>
<tr>
<td>A-4</td>
<td>Signage shall be in conformance with the development standards and design guidelines as provided for in the Specific Plan.</td>
<td>BP</td>
<td>ECD</td>
</tr>
<tr>
<td>A-5</td>
<td>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.</td>
<td>BP, ECD</td>
<td></td>
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<tr>
<td>A-6</td>
<td>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.</td>
<td>BP</td>
<td>ECD, PR</td>
</tr>
<tr>
<td>A-7</td>
<td>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.</td>
<td>BP</td>
<td>ECD, PR</td>
</tr>
<tr>
<td>A-8</td>
<td>Facades and windows shall be constructed of non-reflective materials such that glare impacts on surrounding residential properties and roadways are minimized.</td>
<td>BP</td>
<td>ECD</td>
</tr>
<tr>
<td>A-9</td>
<td>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, expressed as any change in whatever aspect of the sign image, shall be no more frequent than one refresh every eight seconds, with an instant transition between images.</td>
<td>OPS</td>
<td>ECD</td>
</tr>
<tr>
<td>A-10</td>
<td>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.</td>
<td>C of O</td>
<td>ECD</td>
</tr>
<tr>
<td>A-11</td>
<td>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 fc. The source brightness shall not exceed 50 fc unless 100 times the angle in degrees, between the driver's line of sight and the light source.</td>
<td>C of O</td>
<td>ECD</td>
</tr>
<tr>
<td>A-12</td>
<td>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.</td>
<td>C of O</td>
<td>ECD</td>
</tr>
<tr>
<td>A-13</td>
<td>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 Of-Site residential or off-site light sensitive receptor when measured at grade level.</td>
<td>OPS</td>
<td>ECD</td>
</tr>
<tr>
<td>A-14</td>
<td>The measured illuminance 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</td>
<td>OPS</td>
<td>ECD</td>
</tr>
<tr>
<td>Paragraph</td>
<td>Text</td>
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<tr>
<td>A-15</td>
<td>The light source 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.</td>
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<tr>
<td>A-16</td>
<td>The interior lighting for the Stadium and associated luminaires or interior surfaces shall be designed, specified, and installed so that maximum candela direct beam illuminance from luminaires is minimized out of the building envelope.</td>
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<tr>
<td>A-17</td>
<td>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 from these 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.</td>
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<tr>
<td>A-18</td>
<td>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 plans 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 or area 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 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, (3) A temperature controlled test room with the same light levels as the testing site to ensure the accuracy of the test results. For those areas adjacent to the testing site, 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-19</td>
<td>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 plans 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 or area 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 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, (3) A temperature controlled test room with the same light levels as the testing site to ensure the accuracy of the test results. For those areas adjacent to the testing site, 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.</td>
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</tr>
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</table>
| B-1 | 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) use of a mixed-use development that integrates housing, civic entertainment and retail amenities (shops, 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 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 special measures 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 lights for street lights and other exterior 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.
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.

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.

Heavy equipment operations shall be suspended during first and second stage smog alerts.

Traffic speeds on unpaved roads shall be limited to 15 miles per hour.

Operations on unpaved surfaces shall be suspended when winds exceed 25 miles per hour.

Heavy-equipment operations shall be suspended during first and second stage smog alerts.

Contractors shall utilize alternative fueled off-road equipment where possible.

Architectural coatings shall be purchased from a super-compliant architectural coating manufacturer as identified by the SCAQMD of the Sports and Entertainment land use area to reduce VOC emissions.

Contractors shall utilize electricity from power poles rather than temporary diesel or gasoline generators, as feasible.

Contractors shall provide temporary traffic controls, such as a flag person, during all phases of construction to maintain smooth traffic flows.

During construction, heavy-duty trucks shall be prohibited from idling in excess of five minutes, both on and off-site.

Architectural coatings shall be purchased from a super-compliant architectural coating manufacturer as identified by the SCAQMD of the Sports and Entertainment land use area to reduce VOC emissions.

Contractors shall provide temporary traffic controls, such as a flag person, during all phases of construction to maintain smooth traffic flows.

Contractors shall provide temporary traffic controls, such as a flag person, during all phases of construction to maintain smooth traffic flows.

Architectural coatings shall be purchased from a super-compliant architectural coating manufacturer as identified by the SCAQMD of the Sports and Entertainment land use area to reduce VOC emissions.
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.

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.

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.

All grading and earthwork shall be performed by the contractor. Grading of the fill soils shall be performed by the Project geotechnical engineer. Grading of structural fill shall 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 structural and landscape areas should be compacted to at least 90 percent.

Monitoring 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 replacement of the fill soils shall be performed at the direction of the Project geotechnical engineer.

All excavations shall be supervised by the Project geotechnical engineer. Shoring systems shall meet the minimum requirements of the Occupational Safety and Health Administration (OSHA) Standards. Excavations shall be supervised by the Project geotechnical engineer. 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 ensure the safety and stability of the excavations.

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 the Property, a site-specific design-level geotechnical report shall be prepared. 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.

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 standards.

Hazardous Materials

The applicant shall implement the RWQCB’s prescribed SEMP environmental risk management protocols under RWQCB oversight during the Project. Groundwater on the Property 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 in accordance with the RWQCB.

Center of and any wells within the Property shall be located and inspected per DOGGR guidelines. Reabandonment of wells shall be in accordance with the DOGGR standards.
Prior to the issuance of any permit by the City of Lemon, the Project applicant will submit to the City of Lemon 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 SCAG and the State of California, Division of Occupational Health and Safety.

Any COPC-containing soil stockpiled at the Project site shall be stored in accordance with the SMP approved by the RWQCB and in such a manner that underlying soils are not cross-contaminated. This could be accomplished by the use of plastic sheeting placed under and on top of the stockpiled materials, or other suitable methods as determined by the Project contractor. The management, treatment, or disposal of such material shall comply with all federal, state, and local regulations related to hazardous waste, as applicable. All stockpiled materials shall be protected in order to prevent materials from being washed into storm drains, in accordance with the Project stormwater pollution prevention plan (SWPPP).

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.

The management, treatment, or disposal of such material shall comply with all federal, state, and local regulations related to hazardous waste, as applicable. All stockpiled materials shall be protected in order to prevent materials from being washed into storm drains, in accordance with the Project stormwater pollution prevention plan (SWPPP).

**Cultural Resources**

Prior to demolition occurring on the Project site, the Project applicant shall file late steps to protect the Hollywood Gold Cup Stakes monument, so that it later can be relocated on the Project site and the remembrance of the Native Driver remains. These steps shall include:

1. Identifying all unknown archaeological materials encountered during the course of the project and 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 and make recommendations to the Director of Economic and Community Development.

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 found or discovered on site shall be submitted to the City of Los Angeles Historic Cultural Monuments Commission, California Historical Resources Information System, California State University, Institute of Anthropology.

3. In the event of a discovery or recognition of any human remains during construction, the following steps should be taken:

   a. No further excavation or disturbance of the site or any nearby area is necessary if it is determined that no investigation of the cause of death is required, and if the remains are determined to be Native American, the Coroner shall not contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission will notify the person or persons it believes to be the most likely descended from the deceased Native American. The most likely descendant may make recommendations to the landowner or person responsible for the excavation work. The most likely descendant may make recommendations to the landowner or person responsible for the excavation work.

   b. If the remains are Native American, the Coroner shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission will notify the person or persons it believes to be the most likely descended from the deceased Native American. The most likely descendant may make recommendations to the landowner or person responsible for the excavation work.

   c. The services of a professional archaeologist shall be secured to assess and evaluate the impact upon any significant archaeological resources found or discovered on site shall be submitted to the City of Los Angeles Historic Cultural Monuments Commission, California Historical Resources Information System, California State University, Institute of Anthropology.

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, PaleoLA, and/or 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 both the Los Angeles County Natural History Museum, and the City of Los Angeles Historic Cultural Monuments Commission.

**Hydrology / Water Quality**

- Hydrologic source controls will include minimizing runoff from impervious surfaces by routing flows to the Arroyo and Lake Park and using biofiltration and other vegetated treatment BMPs to reduce runoff volumes through evapotranspiration and infiltration.
- Native and/or climate-appropriate vegetation will be utilized at least 50% of the developed landscaped areas.
- 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 biofiltration areas and vegetated swales.
- 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 inlets. These BMPs are designed to minimize discharge of pollutants to the Maximum Effluent practicable, depending on the location of the BMPs.
- The Project will include numerous source controls, including education programs, animal waste stations, soil testing, and catch basin cleaning, as recommended under the Land Use Standards for Stormwater Landscaping and Commercial Facilities. The project will include numerous source controls, including education programs, animal waste stations, soil testing, and catch basin cleaning, as recommended under the Land Use Standards for Stormwater Landscaping and Commercial Facilities.
- An education program will include multimedia and printed materials that include 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 chemicals; community car washes (e.g., hand washes); and residential car washing. The education program will emphasize simple water management, such as the maintenance of catch basins, and litter collection systems, drains, catch basins, and streets.
- The Arroyo swale will be designed to safely convey storm flows, without scouring the bottom, eroding banks, or eroding surrounding sediments.
- All storm drain inlets and water quality inlets will be stenciled or labeled.
- "No Dumping" signs will be posted around the Arroyo and Lake Park and any other areas that appear prone to illicit dumping.
- "No Dumping" signs will be posted around the Arroyo and Lake Park and any other areas that appear prone to illicit dumping.
- 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 designated areas.
The property owner or a Landscape Maintenance District will be responsible for operations and maintenance of the Arroyo, Lake Park, vegetated BMPs, and catch basin media filtration BMPs. Maintenance will be in accordance with a maintenance manual approved by the Economic and Community Development Director.

Stormwater treatment facilities will be designed to meet or exceed the sizing requirements of the 2014 LA County LID Standards Manual.

Volume-based treatment BMPs for the Project, e.g., 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.

As portions of the site are designed, the size of the facilities will be finalized during the design stage so 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 permits to confirm compliance with the 2014 LA County LID Standards Manual.

The structural BMPs in the stormwater treatment system will be planned 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.

Loading docks areas will be 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.

Direct connections to storm drains from depressed loading docks (truck wells) will be prohibited.

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.

Commercial areas will not have repair/maintenance bays, or the bays will comply with design requirements to minimize potential of adverse water quality impacts.

Areas for washing vehicle cleaning of vehicles will be self-contained and equipped with a roof or overhang, unlike equipped with wash racks and with the prior approval of the washing agency, will be equipped with a clarifier or other pretreatment facility; and will be properly connected to a sanitary sewer.

Retail gasoline outlets or fueling areas will not be included in the Hollywood Park redevelopment.

Where technologically and commercially feasible, commercial and multifamily parking lots will incorporate vegetated swales or bioretention facilities located in islands or perimeter landscaped areas to promote infiltration and infiltration of runoff.

Catch basin inserts or media filter vaults will be used to treat parking lot runoff from all areas not treated by vegetated BMPs.

Treatments of services, infiltration or vegetated swales and catch basin inserts will be addressed oil and petroleum hydrocarbons from high-use parking lots.

Metallic materials shall be introduced into the pond to control the population of mosquitoes and midges.

The Project shall be implemented in compliance with the RWQCB’s General Waste Discharge Requirements (WDRs) under Order No. R4-2014-0141, NPDES No. CA0994004 governing construction-related dewatering discharges within the Project site.

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.

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.

Hosing down of pavement at material spills shall be prohibited. Dry cleanup methods shall be used whenever possible.

Dumpsters shall be covered and maintained. Uncovered dumpsters shall be placed under a roof or covered with tarp or plastic sheeting.

Gravel approaches shall be used where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.

All vehicle equipment maintenance, repair, and washing shall be conducted away from storm drains. Major repairs shall be conducted off-site. Drip pans or drop clothes shall be used to catch drips and spills.

Prior to issuance of any working 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.

At a minimum, the Project shall meet the requirements for detention 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.

This Project shall be designed such that overall post-development peak stormwater runoff discharge rates shall not exceed the estimated pre-development rates for developments where the improved 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
Potential areas for hazardous materials shall be covered and sufficiently impervious to contain leaks and spills. Storage areas for hazardous materials shall have a roof or lining to minimize collection of stormwater within the secondary containment area.

F-44
Buried lines shall be provided prior to backfill in 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 devices catch basin with filter inserts. Infiltration methods are typically constructed on-site and are determined by various factors such as soil types and hydraulic control. Filtration filter inserts shall be inspected every six months and after major storms and cleaned at least twice per year.

F-45
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 areas to meet the requirements of the 2016 LA County LID Standards Manual.

G-1
All construction equipment shall be equipped with mufflers and other suitable noise attenuation devices.

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).

G-3
As feasible, equipment staging areas shall be located away from sensitive receptors.

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.

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 main 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 noisier conditions.

G-6
A noise monitoring coordinator shall be established. The monitoring coordinator shall be responsible for responding to any local complaints about construction noise. The monitoring coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and use reasonable measures to mitigate the problem, if feasible. All notices that are sent to residential units within 500 feet of the construction site and all signs posted at the construction site shall list the telephone number for the monitoring coordinator. The coordinator shall maintain a 24-hour noise hotline document all complaints. All complaints shall be responded to within 48 hours.

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.

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.

H-1
The Project shall be developed in accordance with the Development Standards and Design Guidelines of the Hollywood Park Specific Plan.
The applicant shall ensure any residential dishwashers provided on site will be high efficiency dishwashers (Energy Star rated).

The applicant shall ensure any 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.

The applicant shall ensure any on-site irrigation systems will include the following requirements:
(a) Weather-based irrigation controller with rain shutoff;
(b) Flow sensor and master valve shut-off (large landscapes);
(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 controls to minimize precipitation runoff.

The applicant shall ensure the provides individual metering or sub-metering and billing for water use for all dwelling units where feasible.

The applicant shall ensure that the Project will utilize recycled water for appropriate uses (irrigation).

The applicant shall ensure that the Project comply with the 2014 LA County LID Standards Manual and shall encourage implementation of BMPs that have stormwater recharge or reuse benefits.

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.

The Project shall be subject to the City of Inglewood policies related to curbside collection and recycling programs.

The Project shall recycle construction and demolition waste.

All leases and vendors on the Project site shall be prohibited from serving or packaging to-go food materials in non-biodegradable polystyrene (i.e., Styrofoam) materials.

As part of the Stadium’s ongoing operations, the operators 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, in the Parking Operations Plan provided by in Section 7.1.4 of the Development Agreement, which shall specifically outline the requirements of inspection, testing and inspection, and safety management plan, (b) a tailgating 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 Community Development Department, and shall receive input from the noise monitoring coordinator.

As a component of the SOP, the Project operator shall annually develop a construction management plan designed to achieve the requirements 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 the following: work and public safety, provisions of healthcare response units, space management, prevention of alcohol-related issues, and prevention of noise impacts to surrounding communities.

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...
(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.

d. All hazardous areas, such as trenches, must be secured.

e. All discarded debris should be secured during construction.

(f) A private security service shall patrol the site during non-construction hours.

(g) Construction managers and personnel shall be trained in emergency response and fire safety operations.

(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.

(i) Project contractors shall maintain safe and convenient pedestrian routes to IU SD schools at all times during construction. The contractor shall provide for crossing guards when construction-related activities may impact designated school crossings.

(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.

(k) Staging or parking of construction-related vehicles, including worker transport vehicles, shall not be allowed adjacent to school sites during school operating hours.

K.1-5 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 existing locations for construction workers on the Project site so as not to affect parking in adjacent neighborhoods.

K.1-6 The applicant shall install alarms, security cameras, and/or locked doors on doorways providing public access to nonprofit facilities.

K.1-7 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:

(a) Surveillance:

(b) Landscaping:

- Low growing plants (thorny) under windows of commercial buildings excluding retail windows/storefronts.
- Shrubbery should be limited to a maximum height of 2-3 feet near window and entrances.
- Trees should be trimmed on top and width to allow natural and security lighting through them, discourage concealment, and maximize public/police visibility.
- Trees should be adjacent to areas or wall areas that can act as a natural ladder for burglars.
- Plantings 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.
- Use open landscaping and see-through fencing instead of solid walls for boundaries where privacy or environmental noise mitigation is not needed.
- In addition to appropriate Project site lighting, include appropriate lighting on parking areas, sidewalks/streets, pedestrian paths.
- Light should be consistent to reduce contrast between shadows and to illuminate areas to discourage concealment.
- Lighting should not be blocked by trees or other landscaping.
- All lighting fixtures should include appropriate vandal-proof protective grating covering.
- 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.

(c) Physical Security:

- 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 observation.
- Use open or see-through structures for exterior stairways, walkways, sitting areas, parking spaces, etc.
- Eliminate potential hiding or entrapment spots.
- Locate ATMs, pay phones and bike racks in wel-lit and visible areas to the public.
- Where appropriate, install emergency phones, alarms or intercoms in convenient locations for public assistance.
- Do not place heavy objects (trash and cigarette containers) near exterior glass ingress so that they can be used against the glass to gain entry.
- Locate ATMs in front of banks or well-lit and visible public areas.

(d) Access Control:

- Control or eliminate public access to warehouse, storage, and service areas.
- Control and monitor employees, entry cards or access codes.
Make signs legible and unambiguous. Use symbol signs where possible, to discourage access to dangerous areas, exits, emergency assistance, etc.

Design addresses for emergency visibility and access locations. Businesses may consider roof addresses for emergency aerial personnel.

Design curb blocks to each commercial parking lot space to discourage vehicle gathering at the edge of lots.

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.

Alarm, CCTV, intrusion detectors and security guards can be based on the future identifications of commercial buildings.

The use of planters can help control access to a semi-private outdoor area from a public area, such as a parking lot.

iv. Target Hardening and Maintenance:
- Exterior door hardware should be a minimum of 40 inches from adjacent windows.
- Consider Astride covers for locks.
- Consider security film for windows to deter vandalism and graffiti.
- Avoid loose rocks in landscaping.

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 park goers.

Throughout the demolition and construction process, Fire Department access shall remain clear and unobstructed at all times.

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.

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.

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.

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 600 feet via vehicular access from a property space public fire hydrant.

As a component of the SOP, the Public Safety Management Plan shall include:
(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 size and type 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.

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 financial mechanisms for funding facilities to serve the students from the Project. If the applicant and affected schooldistrict do not reach a mutually satisfactory agreement, then project impacts would be subject to developer fees.

Public Services – Parks and Recreation

The Project shall include the construction of approximately 25 acres of parks, open space and recreational facilities within the Specific Plan Area in accordance with the Hollywood Park Specific Plan.
Traffic

L-1 Prairie Avenue/Arbor Vitae Street: Widen and restripe the northbound Prairie Avenue approach to provide an exclusive right-turn lane. The resultant lane configurations on the northbound Prairie Avenue approach will be one left-turn lane, three through lanes, and one right-turn only lane. In addition, widen 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, widen the eastbound 97th Street approach within the existing pavement width to provide an exclusive right-turn lane. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection. (PW Stadium)

L-2 Prairie Avenue/Hardy Street: Widen and restripe the northbound Prairie Avenue approach to provide an exclusive right-turn lane. The resultant lane configurations on the northbound Prairie Avenue approach will be two left-turn lanes, three through lanes, and one right-turn only lane. In addition, widen and restripe the eastbound 97th 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 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. (PW Stadium)

L-3 Prairie Avenue/Century Boulevard: Widen and restripe the westbound Century Boulevard approach along the north side to provide an exclusive right-turn lane. In addition, modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection. (PW Stadium)

L-4 Carlton Drive/Phinizy Drive: Provide one left-turn lane and one right-turn lane on the northbound approach to the Carlton Drive/Phinizy Drive intersection. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection. (PW Stadium)

L-5 Doty Avenue/Century Boulevard: Restripe the northbound Doty Avenue approach within the existing pavement width to provide one left-turn lane and one shared through/right-turn lane. In addition, provide one left-turn lane, one left-turn through lane, and one right-turn only lane on the southbound approach. Also, widen and restripe the westbound Century Boulevard approach to provide an exclusive right-turn lane. Also, widen and restripe the southbound 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. (PW Stadium)

L-6 Yukon Avenue/Century Boulevard: Restripe the northbound Yukon Avenue approach within the existing pavement width to provide one left-turn lane, one left-turn through lane, and one right-turn only lane on the southbound approach. Also, widen and restripe the southbound Century Boulevard approach to provide an exclusive right-turn lane. Modify the traffic signal equipment accordingly to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection. (PW Stadium)

L-7 Proposed Signalized Driveway/Century Boulevard: Install a traffic signal at the proposed private driveway, to be located approximately 600 feet east of Doty Avenue, to accommodate the project access road and serve all vehicular and pedestrian movements at the intersection. Provide one left-turn lane and one right-turn only lane on the southbound approach to the Century Boulevard intersection. In addition, widen and restripe the westbound Century Boulevard approach to provide an exclusive right-turn lane. The resultant lane configurations on the westbound Century Boulevard approach will be three through lanes and one right-turn only lane. (PW Stadium)

L-8 Prairie Avenue/South 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 the project access road and serve all vehicular and pedestrian movements at the intersection. (PW Stadium)

L-9 Le Cienega Boulevard/Northbound Ramps at Slauson Avenue (County of Los Angeles): To the extent that the County of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all new development impacting this intersection also to contribute to the following improvements, and the additional fees are not all levied on the county's right-of-way. The proposed improvements include: (1) a dedicated northbound left-turn lane on the northbound ramp at Slauson Avenue; (2) a dedicated southbound right-turn lane on the southbound ramp at Slauson Avenue; and (3) the realignment of the southbound ramp at Slauson Avenue to eliminate the Accelerated Right Lane at Slauson Avenue and the Accelerated Left Lane at Slauson Avenue. The Project applicant shall pay the cost of the additional improvements. (PW Stadium)

L-10 La Brea Avenue/Centinela Avenue (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. (PW Stadium)

L-11 La Brea Avenue/Florence Avenue (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. (PW Stadium)

L-12 La Brea Avenue/Century Boulevard (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. (PW Stadium)

L-13 Prairie Avenue/Florence Avenue (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. (PW Stadium)

L-14 Crenshaw Boulevard/Manchester Boulevard (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. (PW Stadium)

L-15 Crenshaw Boulevard/22nd Avenue (City of Inglewood): The Project applicant shall provide the funding contribution to develop and enhance the City of Inglewood Intelligent Transportation System (ITS) at this intersection. In addition, widen the west side of Crenshaw Boulevard north of Century Boulevard by approximately seven feet for a distance of 155 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 lanes, and one right-turn only lane. (PW Stadium)
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<td>Stadium Event</td>
<td>I-405 Northbound Ramps</td>
<td>Manchester</td>
<td>City of Culver City</td>
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<td>L-31</td>
<td>Stadium Event</td>
<td>Kareem Court</td>
<td>Manchester</td>
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<td>L-32</td>
<td>Stadium Event</td>
<td>Sepulveda Boulevard</td>
<td>120th Street</td>
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<tr>
<td>L-33</td>
<td>Stadium Event</td>
<td>Sepulveda Boulevard</td>
<td>Stanson Avenue</td>
<td>City of Culver City</td>
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</table>

The existing traffic signal will be modified to provide a southbound right-turn overlapping phase to be operated concurrently during the eastbound left-turn phase.
L-34 Sepulveda Boulevard/Centinela Avenue (City of Los Angeles): 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 additional northbound through lane, and (2) modify the southbound approach on Sepulveda Boulevard to Centinela 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 feasible.

L-35 La Cienega Boulevard/Slauson Avenue (County of Los Angeles): To the extent that (1) the County of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles County determines to approve the implementation of the following improvements, the Project Applicant shall contribute $27,825 (calculated as 5.3% of the total estimated cost of the following improvements): North approach: One left-turn lane, one shared through/right-turn lane, and one exclusive right-turn lane instead of one shared through/left-turn lane and an exclusive right-turn lane.

L-36 La Cienega Boulevard/Centinela Avenue (City of Los Angeles): 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 County 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 on La Cienega Boulevard approaches, and (2) contribute 1.8% of the total cost to install the ATCS at this location. The resultant northbound approach lane configuration would provide two left-turn lanes, two through lanes, and one exclusive right-turn lane.

L-37 La Cienega Boulevard (SB)/Slauson Avenue (County of Los Angeles): To the extent that (1) the County of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles County determines to approve the implementation of the following improvements, the Project Applicant shall contribute 11.4% of the total estimated cost to develop and enhance the City of Inglewood ITS program at this intersection.

L-38 Inglewood Avenue/Arbor Vitae Street (City of Inglewood): To the extent that (1) the City of Inglewood adopts a transportation improvement or similar fee that provides the funding for the following improvements, the Project Applicant shall contribute 29.3% of the total estimated cost to implement the following roadway improvements: (1) Restrict parking along the north side of Arbor Vitae Street during the weekday AM peak hour so as to allow the westbound approach curb lane to function as a shared through/right-turn lane through the intersection, and (2) contribute 29.3% of the total estimated cost to develop and enhance the traffic signal operations at this location. The resultant westbound approach lane configuration during the weekday AM peak hour would provide one left-turn lane, two through lanes, and one shared through/right-turn lane.

L-39 Inglewood Avenue/Century Boulevard (City of Inglewood): 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.

L-40 La Brea Avenue/Slauson Avenue (County of Los Angeles): To the extent that (1) the County of Los Angeles adopts a transportation improvement or similar fee that provides the funding for the following improvements, and requires all other new development impacting this intersection to also contribute to the following improvements, and (2) the legislative body of Los Angeles County determines to approve the implementation of the following improvements, the Project Applicant shall contribute 3% of the total estimated cost to implement the following roadway improvements: To re-stripe the southbound La Brea Avenue approach at Slauson Avenue to provide a shared through/right-turn lane through the intersection. Modify the existing traffic signal to remove the turn restrictors currently in place and change the right-turn lane from a right-turn only lane to a shared through/right-turn lane. It should be noted that there are three existing departure lanes on La Brea Avenue south of Slauson Avenue.

L-41 La Brea Avenue/Mansfield Boulevard (City of Inglewood): The Project applicant shall contribute 9.2% 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 northbound through lane and shared through/right-turn lane through the intersection, and (3) contribute 9.2% of the total cost 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.

L-42 Hawthorne Boulevard/Imperial Highway (City of Hawthorne): 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 24% of the total estimated cost to implement the following roadway improvements: (1) provide...
Centinela Avenue/Florence Avenue (City of Inglewood): No fair share contribution from the Project applicant would be required, as the project applicant has proposed to provide full funding of the recommended ITS improvements at this intersection to implement the following roadway improvements: (1) Convert the southbound Centinela Avenue approach from a single northbound right-turn only lane to a shared left-turn/right-turn lane. The resultant southbound approach lane configuration would provide two left-turn lanes, three through lanes, and one shared left-turn/right-turn lane. (2) Add one additional right-turn only lane; (3) Modify the westbound approach to provide an additional westbound through lane, three through lanes, and one shared left-turn/right-turn lane. The resultant westbound approach lane configuration would provide two left-turn lanes, two through lanes, and one shared left-turn/right-turn lane. It should be noted that some right-of-way acquisitions may be required to accommodate these cumulative mitigation measures so that the measures may ultimately be implementable. PW PW 

Prairie Avenue-Manchester Boulevard (City of Inglewood): Widen the east side of Prairie south of Manchester for a northbound right-turn lane, to the extent any necessary right-of-way can be feasibly obtained. It should be noted that some right-of-way acquisition may be required to accommodate these cumulative mitigation measures so that the measures may ultimately be implementable. PW PW 

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parking costs, or other discounts.

**Pre-paid Parking Program**

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 check points or points to the stadium from those vehicles with pre-paid passes. This improves traffic operations.

**Bicycle Valet**

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 an alternative mode of travel to the event.

**Charter Bus**

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.

**Rideshare Program for Employees**

The Project applicant shall implement a Rideshare program for employees.

**Temporary Changeable Message Signs**

Expand the use of temporary changeable message signs to include additional signage as requested by the City of Inglewood and Caltrans.

**Way Finding Signage for Transit Patron**

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.

**Use of Social Media**

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 (bus/shuttle routes, train/subway, etc.). Further, to avoid any potential impact to the regional transit system, it is recommended that Metro increase transit service to meet the demand of people wanting to come to Inglewood generated from the project. Since this mitigation measure is the responsibility of another jurisdiction, it is recommended that the City provide information to Metro in order to determine the level of transit service that is adequate to meet the demands.

**L-59**

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 these issues, and revise traffic and parking plans to the maximum extent feasible, while still achieving project objectives.

**L-60**

To communicate information about upcoming events to the community, the Stadium and Performance Venue operator(s) shall maintain a website for the benefit of the surrounding neighborhoods publishing 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.

**Parking**

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.

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. This parking study shall be updated as required by the Specific Plan and incorporated into the SOP.

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, the Project Traffic Control/Management Plan, parking constraints on the Project Site shall be identified on the Project Site so as not to affect parking in adjacent neighborhoods.

**Timing of Required Action**

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<thead>
<tr>
<th>Agency</th>
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<tr>
<td>Economic &amp; Community Development</td>
<td>Prior to commencement of construction</td>
</tr>
<tr>
<td>Fire Department</td>
<td>During Construction</td>
</tr>
<tr>
<td>Inglewood Police Department</td>
<td>First Certificate of Occupancy</td>
</tr>
<tr>
<td>Public Works</td>
<td>Final Map</td>
</tr>
<tr>
<td>Planning &amp; Zoning</td>
<td>Grading Permit</td>
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<tr>
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<td>Plot Plan</td>
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<td>Public Works</td>
<td>Project Operations</td>
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**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.