



CITY OF INGLEWOOD

OFFICE OF THE CITY ATTORNEY



DATE: February 24, 2015

TO: Mayor and Council Members

FROM: City Clerk; Economic and Community Development Department; City Attorney

SUBJECT: CEC Section 9212 Report and Adoption of the "City of Champions Revitalization Initiative" or Adoption of a Resolution Calling and Giving Notice of a Special Municipal Election on June 2, 2015 for the Submission of the "City of Champions Revitalization Initiative" to the Voters

RECOMMENDATION:

It is recommended that the Mayor and Council Members:

- 1) Receive and file the presentation of the informational reports prepared pursuant to California Elections Code (CEC) Section 9212; **AND**
- 2) Take one of the following actions:
 - (a) Adopt an Ordinance adopting the "City of Champions Revitalization Initiative," without alteration, at this meeting, or within ten days after this meeting;

OR

- (b) Adopt a resolution calling and giving notice of a Special Municipal Election on June 2, 2015, for the Submission of the "City of Champions Revitalization Initiative" to the Voters of the City of Inglewood.

BACKGROUND:

The Initiative was proposed by Melvin M. Robert Jr., a resident and registered voter of the City of Inglewood. It was filed with the Inglewood City Clerk on January 2, 2015. After conducting an impartial review of the measure, the City Attorney formally described the City of Champions Revitalization Initiative as a "Measure Regarding the Proposed Development of a Sports and Entertainment Zone, Including a Stadium, within the Previously Approved Hollywood Park Mixed-Use Development."

The City Clerk counted 9,941 signatures out of the alleged 22,216 signatures, which, *prima facie*, was in excess of the minimum number of signatures required. Accordingly, the City Clerk accepted the petition for filing on January 26, 2015. The signatures were then submitted to the Los Angeles County Registrar-Recorder/County Clerk's office for verification.

On January 27, 2015, the Mayor and City Council directed staff to coordinate the preparation of an initiative report with a consultant team pursuant to CEC Section 9212 and return to the City Council on or

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**“City of Champions Revitalization Initiative” CEC 9212 Reports;
Adoption of an Ordinance Approving the Initiative OR Adoption of a Resolution Calling and
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February 24, 2015**

before March 3, 2015 to evaluate the impacts of this proposed initiative measure. On February 10, 2015, the County verified that the petitions contain more than the required number of valid signatures.

On January 27, 2015, the Mayor and City Council also approved and authorized the Mayor to execute agreements with consultants to provide independent professional analyses of the potential impacts related to the proposed ballot initiative. The reports are authorized under CEC 9212 and would help inform members of the City Council and City residents about the possible effects of the Initiative. The consultants selected by the City to assist in providing the CEC 9212 Report are CAJA Environmental Services, LLC, (CAJA) and Keyser Marston Associates (KMA). KMA was asked to provide an in-depth review of the proponents’ fiscal and economic impact analysis to determine if there are any major concerns or potential “red flags” which could have a significant impact on the findings. The City also retained PlaceWorks to provide additional independent technical review of the Initiative.

DISCUSSION – CEC 9212 REPORTS:

The 9212 Report incorporates analyses on a number of topics including fiscal and economic implications, infrastructure capacity for traffic and transportation, schools, parks and open space, parking, water availability, sewer capacity, public safety, land use, noise, aesthetics, signage, lighting, federal aviation requirements, seismic safety, air quality water quality, greenhouse gas emissions, environmental sustainability, and quality of life. The 9212 Report also addresses consistency with the City’s General Plan and zoning, as well as California State Housing Law. The completed CEC 9212 Report is attached as Attachment A, and the KMA review is attached as Attachment B.

DISCUSSION – ANALYSIS:

After accepting certification regarding the sufficiency of the initiative petition and receiving the CEC 9212 Report analyzing the potential impacts related to the proposed initiative, pursuant to the Elections Code, the City Council is now required to take one of the following two actions:

1. Adopt the initiative, without alteration, at the regular meeting at which the certificate of the petition is presented (February 24, 2015), or within ten (10) days after it is presented; OR
2. Submit the initiative to the voters at a Special Municipal Election since the petition was signed by 15% of the voters. The special municipal election date would be June 2, 2015.

If the Mayor and Council Members select Option 1:

The Mayor and Council Members must adopt the ordinance presented with this report. The ordinance adopts, without alteration, the initiative measure submitted to the City by the petitioners (Attachment C).

If the Mayor and Council Members select Option 2:

The Mayor and Council Members must adopt the resolution presented with this report. The resolution calls for and gives notice of a Special Municipal Election to submit, without alteration, the “City of

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Champions Revitalization Initiative” to the voters for their adoption or rejection. The date selected by the City Clerk to hold the Special Municipal Election is June 2, 2015 (Attachment D).

Elections Code section 9280, allows the City Council to direct the City Attorney to prepare an impartial analysis of the measure showing the effect of the measure on the existing law and on the operation of the measure. The impartial analysis would be printed preceding the arguments for and against the measure in the voter pamphlet and shall not exceed 500 words in length.

In addition, Elections Code section 9282 provides for the submission of written arguments in favor of, and in opposition to, the initiative. For measures placed on the ballot by petition, the person filing an initiative petition may file a written argument in favor of the measure and the City Council may submit an argument against the measure. If more than one argument for or against the measure is submitted, the elections official shall select one of the arguments using specific criteria as outlined in Elections Code section 9287.

LEGAL REVIEW VERIFICATION:

This report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION:

This report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:

Attachment A - CEC Section 9212 Report.

Attachment B - Review of Stadium Initiative Economic Impact Analysis by KMA.

Attachment C - An Ordinance of The City Council of the City of Inglewood, California Adopting the Proposed Initiative Measure Entitled the “City of Champions Revitalization Initiative.”

Attachment D - Resolution Calling and Giving Notice of a Special Municipal Election on June 2, 2015 for the Submission of the “City of Champions Revitalization Initiative” to the Voters.

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APPROVAL VERIFICATION SHEET

PREPARED BY: Kenneth R. Campos, City Attorney
Christopher E. Jackson, Sr., Senior Planner

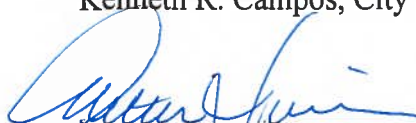
COUNCIL PRESENTER: Christopher E. Jackson, Sr., Senior Planner

DEPARTMENT HEAD APPROVAL:



Kenneth R. Campos, City Attorney

CITY MANAGER APPROVAL:



Artie Fields, City Manager

Attachment A

Elections Code Section 9212 Report to the Inglewood City Council for the City of Champions Revitalization Initiative

PREPARED FOR:
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City of Inglewood
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Inglewood, CA 90301

PREPARED BY:
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February 20, 2015

I. Introduction

A. What is the City of Champions Revitalization Initiative?

1. Project Description and History

In 2008, the City of Inglewood prepared an Environmental Impact Report (EIR) for the Hollywood Park Redevelopment Project, which analyzed the environmental impacts of redevelopment of the approximately 238-acre Hollywood Park site. This EIR was certified on June 3, 2009, and the Hollywood Park Specific Plan (Specific Plan) was approved by the Mayor and City Council on July 8, 2009. The 2009 approved Project consisted of the demolition of most of the improvements and structures on the Project Site, including the Hollywood Park Racetrack and grandstand, and the new construction of approximately 2,995 dwelling units, 620,000 square feet of retail space, 75,000 square feet of office/commercial space, a 300-room hotel including 20,000 square feet of related meeting space, 10,000 square feet of community serving uses for the Home Owners' Association (HOA), and approximately 25 acres of recreation/open spaces. As part of the Project that was approved in 2009, the Pavilion/Casino would have been renovated at its existing location on the Project site, and reconfigured as a maximum 120,000-square-foot Casino/gambling facility. The Project approvals included a Development Agreement that required the provision of a number of public benefits, including dedication of four-acres for a "civic" use. That dedication was made, and demolition of the racetrack and related buildings, grading, and construction of both on- and off-site infrastructure improvements for the original project are already underway.

In 2014, the City of Inglewood prepared an Addendum to the EIR to analyze the demolition of the entire existing Pavilion/Casino building and the development of a new 100,000- to 120,000-square-foot casino building on Century Boulevard, just south of the existing Pavilion/Casino building. This Specific Plan Amendment was approved on September 23, 2014.

The City of Champions Revitalization Initiative (Initiative) would authorize the owners of the property at the former Hollywood Park Race Track to develop either the currently approved Hollywood Park Specific Plan project (Existing Project) or a new alternative project (Stadium Alternative) that would incorporate a multi-purpose stadium with fixed seating capacity of up to 80,000 for professional sports, including football and soccer, as well as concerts, and other entertainment uses into the previously approved Hollywood Park Project. The stadium could be utilized for a variety of events with varying levels of attendance. For the purposes of the City's analysis, a venue designed for professional football with 75,000 patrons was assumed based on expected actual average attendance.

The Stadium Alternative would be located on approximately 298 acres that encompass the site of the former Hollywood Park Race Track (the same site analyzed in the 2009 EIR and 2014 EIR Addendum) and 60 additional acres of existing surface parking north of the former track (Northern Parcel), which is located between Arbor Vitae Street and Pincay Drive, east of Prairie Avenue. The stadium itself would be centrally located on the site, near the corner of Prairie Avenue and Pincay Drive. The Initiative would also authorize the construction of an approximately 6,000-seat entertainment venue, and additional retail, office, and business uses. The baseline number of residential dwelling units would be reduced in comparison to the currently approved Existing Project. Specifically, the Stadium Alternative would include 25 acres of public parks and open space, a baseline of 2,500 dwelling units, 890,000 square feet of retail space, 780,000 square feet of office space, a 300-room hotel, and a 120,000-square-foot casino in addition to the proposed stadium and entertainment venue.

The site is well located to transportation services that are necessary to serve a stadium. The site is 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 Metro Crenshaw/LAX Transit line which is currently under construction.

The Stadium Alternative project, as described in the Initiative, would allow the City to continue its legacy of providing the region with world-class sports and entertainment by permitting the construction of a state-of-the-art, energy-efficient stadium and an entertainment district, which would provide the City with a unique ability to attract a National Football League (NFL) franchise to Southern California, as well as other regional, national, and international sporting events. The initiative process is being utilized by proponents because construction of the Existing Project is already underway and to the extent a stadium is to be incorporated into the project, it would need to be approved by the end of the year.

Construction of the Stadium Alternative would be funded entirely with private funds provided by the property owner developing the project. Inglewood residents and the City would pay no taxes or subsidies for stadium construction. The property is currently owned by the Hollywood Park Land Company (HPLC), which is a joint venture between Stockbridge Capital Group and The Kroenke Group (TKG). Stockbridge, a real estate investment management firm, purchased the original 238-acre Hollywood Park site in 2005. TKG, a commercial real estate and development firm, purchased the Northern Parcel in 2013. The 2009 approvals as well as the approvals that are the subject of the Initiative “run with the land” and the Initiative would regulate any development that takes place on the nearly 300-acre site regardless of the ownership. The implementation of the Project does not depend on the identity of the property owner in any way.

2. Description of the Initiative

The Initiative was proposed by Melvin M. Robert Jr., a resident and registered voter of the City of Inglewood. It was filed with the Inglewood City Clerk on January 2, 2015. After conducting an impartial review of the measure, the City Attorney formally described the City of Champions Revitalization Initiative as a “Measure Regarding the Proposed Development of a Sports and Entertainment Zone, Including a Stadium, within the Previously Approved Hollywood Park Mixed-Use Development.”

The Initiative would allow the development of the project site with either the Existing Project, with inclusion of the mitigation measures identified in the 2009 EIR, or the Stadium Alternative with the mitigation measures attached to the Amended and Restated Development Agreement. The Initiative’s stated purpose is to:

- ensure that a state-of-the-art stadium can be available to bring an NFL team to the City of Inglewood (as well as be available for other special events such as a Super Bowl, an NCAA Final Four Tournament, soccer games, and community events such as school graduations);
- create thousands of new local jobs;
- invest billions of dollars into the local economy; and,
- generate at least \$25 million per year in new revenue for the City of Inglewood that can be used to pay for enhanced police and fire service, and fund after-school programs, among other purposes.

The stadium development is proposed to be approved by initiative in order to achieve the stated goals as expeditiously as possible. The Existing Project has already begun construction. Approval of a stadium through the initiative process allows the possibility of incorporating a stadium into the Existing Project,

without stopping or delaying ongoing construction. A delay would mean potential benefits would be deferred and uncertain. The NFL is also expected to make a decision on relocation to the Los Angeles area and the Initiative would put this project in a position to apply to the NFL and be competitive with other potential venues.

City staff has reviewed the Initiative and believes that it has been written so as to achieve its stated goals. The Initiative contains the following four specific components:

- (1) general plan amendments to the Land Use Element to bring the Northern Parcel under the same "Major Mixed-Use Land Use" designation that already covers the majority of the Specific Plan, and make other conforming changes to the Housing and Circulation Elements of the City's General Plan;
- (2) amendments to the zoning code (both map and text) and other provisions of the Inglewood Municipal Code relating to signage rules, public art requirements, noise restrictions, and permit processing procedures. Other provisions cap the applicable tax payable on venues of 22,000 seats or more (10% of total ticket revenues) at a total of \$15 million per year per venue (to be escalated each year, following the opening of the stadium, by the Consumer Price Index);
- (3) a new Chapter of the Specific Plan that would govern development on the Hollywood Park property if development incorporating a stadium is selected; and
- (4) an Amended and Restated Development Agreement. The Existing Project is "vested" in accordance with the existing Development Agreement. That Development Agreement would be modified by the Initiative to reflect the changes in the development plan that result from the inclusion of a stadium, and to extend the term to 25 years. The amended Development Agreement keeps in place the existing provisions that apply to the Existing Project, and adds new provisions that would apply if the Stadium Alternative is selected.

For example, if the Stadium Alternative is selected, the term of the Development Agreement could be extended an additional 30 years to ensure the stability of rules governing the stadium operations. The Development Agreement allows the City to obtain extraordinary public benefits for the residents of the City of Inglewood from the Stadium Alternative beyond those that the City could legally require of the landowner, including local worker hiring programs, payment of \$1 million to local after-school programs, use of the stadium for City or City-recognized charitable events, and binding mitigation measures to address environmental effects of the proposed stadium and protect the quality of life for local residents if the stadium is developed.

The rules applicable to the Stadium Alternative are slightly different than those provided for in the Existing Project. The percent for art requirement applies to both the Existing Project and the Stadium Alternative, but if the Stadium Alternative is developed, the art contributions can be aggregated and used to fund larger and more impactful art and art facilities, such as a museum or iconic architectural feature of the Stadium creating a singular project identity, and a minimum of \$2 million shall be dedicated to commission, acquire, and/or display public art directly from local Inglewood artists. The selection of such local art shall be made in consultation with the Inglewood Arts Commission.

The Initiative creates a new "Sports and Entertainment Zone" that permits the type of development one would expect to see at a stadium. Unique signage types, including sponsorship and off-site advertising, and video signs would be permitted in this zone. Similar to the signage allowed for the Forum, two "Project Identity" signs, 12 parking entrance signs, and banners on the light posts would be permitted. Video signs would not be permitted adjacent to Century Boulevard, Prairie Avenue, or Pincay Drive.

B. How will this Report be used to inform the Inglewood City Council and Inglewood voters about the Initiative?

1. Legislative Authorization for this Report

This report is authorized by California Elections Code section 9212. This section of the Elections Code authorizes a City Council to request a report analyzing the effects of a proposed initiative (including, but not limited to, the initiative's effect on the fiscal health of the city, land use, and infrastructure). At the same time that the legislature authorized this report, the State legislature also recognized that the California Constitution protects the power of the people to "cut-through" administrative or legislative gridlock by directly supporting initiative measures without undue delay. Thus, to balance the need for information with the right of the people to promptly enact initiative measures of their choosing, the Section 9212 Report must be presented to the City Council within the time specified by the Council, which shall be no later than 30 days after the City Clerk (or other elections official) certifies to the City Council that the initiative petition is sufficient to qualify the initiative for the ballot. On January 27, 2015, the City Council directed that the report be presented no later than March 3, 2015.

2. Use of the Report by the City Council

This report is designed to help inform members of the City Council and City residents about the possible effects of the Initiative. The City Council will then use this information when it takes action in accordance with the Elections Code.

3. Relationship to the California Environmental Quality Act (CEQA)

a. CEQA Does Not Apply to Voter-Sponsored Initiative Measures

As recently explained in depth by the California Supreme Court in *Tuolumne Jobs and Small Business Alliance v. Superior Court*, the State legislature chose not to apply CEQA's lengthy procedural requirements to initiative measures.

The Supreme Court noted that the right of the people to directly propose initiative measures has been enshrined in the California Constitution since 1911. Because the constitutional right of the people to propose initiative measures is so fundamental to this State's direct democracy, the legislature was authorized to enact procedures regarding how local initiative measures could be considered. However, the legislature could not, and did not, impose procedural hurdles that would prevent people from exercising their right of initiative without undue delay.

Significantly, in the 1980s, special interests that were opposed to certain popular initiative measures to limit growth tried to sponsor a bill in the legislature that would have subjected voter initiatives to CEQA. The goal was to slow down, or ultimately prevent, local communities from exercising their initiative rights. This proposed bill was rejected by the legislature. In its place, the State enacted Assembly Bill 2202, which created the predecessor version of Section 9212. Thus, by authorizing informational reports such as this one, the legislature carefully balanced the people's right of initiative with the goal of informing voters and local cities about the benefits and costs of enacting a local measure.

Given the fact that the legislature chose not to apply CEQA to initiative measures, and that the State Elections code provides for a condensed period of time in which to prepare a Section 9212 Report, this report is not meant to imitate a CEQA document, which must follow specific procedures and methodologies. The legislature did not prescribe a particular format for a Section 9212 Report. Therefore, staff has modeled this report on a format used by several other cities, utilizing a user-friendly question-

and-answer format that will assist both the Council and the public to readily understand the proposed Initiative.

Although CEQA review does not apply to this Initiative, because the site was the subject of full CEQA review when the Existing Project was going through the City approval process in 2009, and because this review included analysis of cumulative impacts created by other potential development in the vicinity (including the potential for approximately 800,000 square feet of retail development on the Northern Parcel, as is detailed in the next section below), there is considerable information available concerning potential impacts of the development proposed by the Initiative. The City has retained the consultants that originally prepared the analyses included in the 2009 certified EIR and has used that EIR, as well as the EIRs for other stadium projects in the region, as a basis for understanding potential future impacts.

The conclusion of this report is that even with the inclusion of the stadium and performance venue, the Stadium Alternative can be implemented with no additional impacts to traffic beyond those approved in 2009, and limited other impacts that are generally consistent with what was expected in the 2009 EIR and 2014 Addendum for the Existing Project. As detailed in the next section, this finding is due to the fact that the assumptions of the 2009 EIR regarding other development in the vicinity were conservative and because the Initiative includes appropriate mitigation measures.

b. Impacts Studied by the 2009 Hollywood Park Redevelopment Project EIR

The 2009 EIR for the Existing Project analyzed the environmental impacts of redevelopment of the approximately 238-acre Hollywood Park site. The 2009 EIR included an analysis of the following specific issues:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Circulation
- Utilities

The certified EIR determined that the Existing Project would result in significant and unavoidable impacts related to air quality, noise (during construction activities), population and housing growth, solid waste, schools (during construction activities), and cumulative traffic. The Existing Project was determined to result in less than significant impacts related to the remaining issue areas listed above.

The 2009 EIR also provided a cumulative impact analysis, which analyzed the impacts of the Existing Project together with impacts from probable future projects (“related projects”) in the City of Inglewood, City of Culver City, City of Hawthorne, City of Los Angeles, and the County of Los Angeles. One of these “related projects” assumed development of the Northern Parcel with 796,970 square feet of retail uses. Therefore, the 2009 EIR provides an analysis of the environmental impacts of development of the Northern Parcel, in addition to development of the Hollywood Park site. Moreover, the “related projects” also included development of a project known as the Inglewood Promenade, located at Prairie and Century adjacent to the project site, comprised of approximately 1.8 million square feet of mixed-use development. In all, the 2009 EIR studied the cumulative impacts of more than 4 million square feet of related office, retail, and other development projects within the City of Inglewood, at least 2.8 million square feet of which were directly adjacent to the project site. As detailed in the 2014 Addendum prepared by the City, the assumed 2.8 million square feet of adjacent development was never built. Nonetheless, the impacts of this additional potential development were considered in the 2009 EIR.

As explained in the sections below, with the possible exception of certain event-related effects of the stadium and performance venue, the overall impacts of the development proposed by the Initiative fall within the range of effects already analyzed, disclosed, and mitigated or avoided to the extent feasible by the 2009 EIR and its accompanying mitigation measures and project design features.

1) Development of an NFL Stadium at Hollywood Park Was Also Evaluated by a 1995 Environmental Impact Report Certified by the City of Inglewood

In 1995, an NFL stadium had been proposed by previous ownership, and an Environmental Impact Report was prepared and certified by the City for a proposal to construct a sports stadium with 65,000 seats (expandable to 82,000 seats) on a portion of the Hollywood Park property. This proposal would have placed the stadium a short distance to the northwest of the location currently being considered, with a portion of it being located on the Northern Parcel (which at the time was occupied by the now-demolished Airport Plaza Hotel). The 1995 EIR evaluated the likely environmental impact of an NFL team, a Major League Soccer (MLS) team, and a college football team at the proposed stadium. At the time of this proposal, the Los Angeles Lakers and Los Angeles Kings were still playing their games at the Forum and the Hollywood Park Racetrack was an ongoing and active enterprise.

The 1995 EIR examined the full range of environmental issue categories then required under CEQA and concluded that, without mitigation measures, the proposed stadium project would create significant impacts on transportation/parking, air quality, noise, seismic hazards, utilities, public services, public safety, and aesthetics (including light and glare). The 1995 EIR identified mitigation measures to reduce all of these significant impacts to a less than significant level, with the exception of transportation, air quality, noise, and aesthetics. The remaining significant impacts were concluded to be significant and unavoidable.

Because the proposed stadium site is located within 2.5 miles of LAX, one of the issues that was investigated in 1995 was the potential of the project to adversely affect flight navigation. In association with the 1995 EIR, a “no hazard determination” was sought and received from the Federal Aviation Administration (FAA) with respect to airspace intrusion. The version of the stadium that was proposed in 1995 would have reached heights of approximately 165 feet above grade level (298 feet above mean sea level) at the lighting towers. The FAA determined that the stadium project would not be located near navigation facilities and would not affect air traffic control operations or obstruct air traffic control line of sight or radar capabilities.

c. Further Development of the 60-Acre Northern Parcel Would Be Subject to CEQA Review

Chapter 6 of the Hollywood Park Specific Plan, called the "Stadium Alternative Project Standards," provides three different development-review processes to govern land uses on the 298-acre site. First, the core elements of the Stadium Alternative, such as the stadium itself, the public plaza, performance venue, and related infrastructure, are located in the area designated as "Permit Issuance Only" on Exhibit 6-11 of the Specific Plan. Development in this area would have to comply with applicable Design Guidelines, the Stadium Alternative Mitigation Measures, and all other relevant provisions of the Specific Plan. If a proposed development plan meets these requirements, then only ministerial grading and building permits will be required to construct these core elements of the stadium plan.

Second, as shown on Exhibit 6-11, most of the area previously included within the Specific Plan (generally, that portion of the 238-acre site that is located outside of the core stadium areas described above) will be governed by a "ministerial plot plan approval" process. This process will enable City staff to ensure conformance with the express criteria set forth in the Specific Plan, including Design Guidelines and the Sustainability Checklist. Because development in this area has already been extensively studied and subjected to public hearing processes, no further environmental review or discretionary permits would be required before permitted uses in this area can be built.

Finally, the Initiative designates the remaining areas on the site as "Specific Plan Amendment Required." As the Initiative states, development within these areas has not yet been fully studied through the City's planning process. The Initiative only allows development in these areas (other than interim uses designated in Section 6.2.3.3 of the Specific Plan, such as parking lots and shade structures) if the applicant first undergoes a specific plan amendment. Such a process will require full CEQA review and public hearings before the Planning Commission and City Council. Of note, the plans attached to the Initiative show that the Interim Use zoning will ensure that approximately 37 acres of surface parking will be available in this area until any future entitlements are approved. The parking lots within this Interim Use area will contribute to the required parking supply for events at the stadium and, consistent with past practices, serve as a potential spillover parking resource for the adjacent Forum.

d. The Initiative Updates the 2009 Hollywood Park Redevelopment Project Mitigation Measures and Adds Best Practices from Other Proposed Southern California Athletic Stadiums

When the City certified the EIR for the Hollywood Park Redevelopment Project in 2009, it also adopted a series of mitigation measures and project design features designed to mitigate most of the environmental impacts of the project to a less than significant level. Even with the implementation of these design features and mitigation measures, however, the Existing Project was determined to result in unavoidable, significant impacts on air quality, noise (during construction activities), population/housing growth, solid waste, schools (during construction activities), and cumulative traffic.

As noted above, the Initiative would allow the owners of the Project Site to develop either the Existing Project, with inclusion of the mitigation measures and design features identified in the EIR (and EIR Addendum), or the Stadium Alternative. Exhibit M of the Initiative includes a set of "Stadium Alternative Mitigation Measures." The Stadium Alternative Mitigation Measures are similar in scope and content to the mitigation measures adopted by the City for the Existing Project, except that they have been expanded and/or revised to address the unique impacts resulting from development of the stadium and entertainment venue within the Project Site. Compliance with City, state, and federal laws and regulations is also addressed within the language of several individual mitigation measures included in Exhibit M.

The mitigation measures for the Stadium Alternative address project impacts in the areas of aesthetics, air quality, geology and soils, hazardous materials, cultural resources, hydrology and water quality, noise, land use planning, water supply and availability, solid waste, school services, parks and recreation, traffic, and parking. Staff has reviewed the proposed Stadium Alternative Mitigation Measures and finds that the measures are comprehensive, detailed, and address each of the topics where significant impacts are expected to be associated with development of the Project Site under the Stadium Alternative. Staff has further compared the proposed mitigation measures to others for Los Angeles area football stadia, including the Rose Bowl in Pasadena as well as the proposed Farmers Field stadium project in the City of Los Angeles, together with the operational experiences at the Forum, and has concluded that the Stadium Alternative Mitigation Measures contained within the Initiative are similar in approach and are reasonably expected to reduce impacts that might arise from stadium construction and operations.

II. Effects of the Initiative

A. Will any public money be used to build the stadium?

No. The Initiative explicitly provides that the developer of the sports and entertainment zone must “pay for all private and public infrastructure and improvement costs associated with the Proposed Development, including the stadium.” No public money can be used to construct the project. The landowner bears 100% of the risk of investing in the stadium and related improvements, and the City can only benefit financially from this Initiative. Once the City has received significant financial benefits from taxes generated directly from the project, the Initiative allows for a contingent reimbursement of public costs advanced by the landowner for public services and infrastructure.

As provided in the Development Agreement, the landowner must construct the stadium at its own expense, and build new public infrastructure at its own expense, including: new widened sidewalks; new water and sewer systems along Century Boulevard, Prairie Avenue, Hardy Street, and Arbor Vitae Street; new public parks; and new streetlights, street trees, traffic lights, and other street improvements at no cost to the City. The landowner must pay the upfront costs of providing additional public services on game days, such as providing special shuttles to connect public transit lines to the stadium, police, and medical services.

Each year, the first \$25 million in tax revenues generated by the project will go to the City, for its own use.¹ The \$25 million threshold will be escalated each year by the increase in the Consumer Price Index. Additional tax revenues above the first \$25 million will be used to reimburse the landowner for the cost of public infrastructure and services. Once the landowner has been reimbursed for costs advanced, all remaining tax revenues will go to the City for its own use.

¹ Gross revenue; net new revenues to the City would be somewhat less.

In other words, before the landowner receives reimbursement of the public expenses that the landowner advanced to the City, the City must have received the benefits of:

- a new, state-of-the-art stadium built at no cost to taxpayers;
- a minimum of \$25 million of tax revenue for the City's general fund every single year, all of which will benefit the city, and will not be used to provide contingent reimbursement to the landowner;
- new public infrastructure, such as widened sidewalks, new water and sewer systems, new street trees, new roadway improvements, and acres of new parks and open spaces, all built at no cost to taxpayers; and
- enhanced public services on game days, such as shuttles to connect public transit lines to the stadium, and enhanced police and fire protection on event days, all implemented at no cost to taxpayers.

For example, if the stadium generates \$30 million of tax revenue in the first year after the stadium is opened—even if the landowner has spent more than \$100 million on public improvements in the City—only \$5 million could be reimbursed to the landowner that year, and the City would keep \$25 million of tax revenue. In addition, once all public infrastructure costs and public event day expenses have been reimbursed (with interest, calculated at the relatively low rate typically available to municipalities), the City will keep all additional tax revenue generated by the Stadium.

The net benefit to the City is projected to be even greater than the \$25 million of annual tax revenue (as escalated by CPI) specified in the Initiative because money that the City generates from tax sources not specifically listed in Section 15.3 of the Development Agreement and traced directly to the project would be kept by the City and would not be counted toward the \$25 million minimum revenue threshold. Likely sources of this additional money generated by the Stadium Alternative for the City include taxes generated in local stores from additional shoppers visiting Inglewood, money generated by the use of City-owned parking spaces, money generated by parking taxes from off-site parking, and business taxes paid by new businesses coming to Inglewood as a result of the Stadium Alternative.

B. Would the passage of the Initiative improve the fiscal health of the City of Inglewood?

1. Would the Initiative Expand the City of Inglewood's General Fund Revenues?

Yes. HR&A Advisors, Inc. (HR&A) conducted a comprehensive study of the fiscal impacts of the Initiative that was peer reviewed by Keyser Marston Associates (KMA) on behalf of the City. The summary table of the HR&A conclusions is attached to this 9212 Report. KMA concurs with the HR&A's findings; the major points of HR&A's analysis (see Attachment A to this report for a summary table from HR&A's analysis) are as follows:

- The Initiative generates approximately five times the net fiscal impact of the Existing Project.
- During stadium construction, the City would receive \$55.5 million in tax revenues generated by project construction (\$13.5-\$16.6 million per year).
- The City would receive a minimum of \$25 million in gross general fund revenues per year (starting when the stadium opens for operations). This represents nearly 30% of the City's current general fund budget.
- No City or other public funds would be used to construct the stadium.
- The analysis does not include other revenue sources such as the estimated \$20 million generated by the percent for art program, millions of dollars in building permit and other City fees, additional spending in Inglewood by visitors to the property and rental of City-owned parking spaces.

The Stadium Alternative would generate direct revenues to the City from a variety of sources (property tax, property transfer tax, sales tax, franchise fees, transient occupancy tax, ticket tax for the stadium and performance venue, business tax, utility users' tax, various construction taxes and parking tax (for the stadium and performance venue). The City's existing ticket tax ordinance would be amended to cap the total annual ticket tax payable with respect to venues of over 22,000 seats at \$15 million per year, escalated annually by the CPI Index.

Pursuant to the Initiative, once the City has received a minimum of \$25 million per year in tax revenues generated directly by the project, the landowner is entitled to receive reimbursement of public costs that the landowner has paid upfront for the installation of public infrastructure and public services associated with events. The \$25 million threshold is increased each year by CPI. For example, by Year 10 (project stabilization) the minimum is estimated to be approximately \$30 million. By Year 25, the threshold is estimated to be approximately \$46.5 million.

The infrastructure costs available for reimbursement would include improvements made to public streets, the extension of sewer lines, storm drains, and installation of water and recycled water infrastructure. Reimbursement of these costs is expected to be completed by Year 17 of the analysis. Annual operating expenses eligible for reimbursement would include traffic management, emergency medical transport services, and extra security and police required for stadium and performance venue events; maintenance of public parks and open space areas; and the operation of shuttle services to MTA station stops for stadium events. Reimbursements would be subject to review and approval by the City and could only be paid to the extent that the project generates tax revenues in excess of \$25 million per year (escalated by CPI).

In addition to direct tax revenues, the multiplier effect of investing such a large amount of private money to develop the Hollywood Park property would generate additional "off-site" tax revenues within both the City and the region. These revenues would include those that would be generated by future project residents. Other City revenues would accrue from enhanced revenues generated by the use of City-owned parking lots, and economic activity throughout the city generated by the activities at the stadium, among other sources. These revenues were not quantified by the fiscal study, but are expected to be substantial.

In addition, the Amended and Restated Development Agreement leaves intact the payment of \$25.8 million from the landowner to the City to make up for lost revenues during construction (the so-called "General Fund Stabilization payments").

Beginning in Year 4 of the analysis (the first year of stadium operations), the project is projected to generate more than \$39 million per year in general fund tax revenue from the sources identified above. The City would retain the minimum threshold amount of \$25 million per year (escalated by CPI). New tax revenue generated beyond the \$25 million threshold would be available for the public cost reimbursement described above. By Year 25, the City would realize estimated annual General Fund revenues, gross of reimbursements to the landowner, of approximately \$77 million.

2. What Expenses Would be Incurred by the City, and Would Demand for City Services Be Fully Covered by Project Revenues?

As explained below, the fiscal impact analysis concluded that the demand for city services would be more than fully covered by project revenues, even after accounting for a conservative estimate of the costs of city services required to service the new development.

In order to create an “apples-to-apples” comparison with the 2009 fiscal analysis, the analysis derived estimated costs for the delivery of public services required to support the new development including library, fire protection, and public safety, and deducted these costs from general fund revenues remaining after the contingent reimbursement to the landowner for public costs as described above. These annual expenses were assumed to range from approximately \$1.01 million in Year 2 (during project construction) to approximately \$17.3 million in Year 25 of the analysis. After accounting for these deductions, it is estimated that the City would realize a net fiscal benefit of \$21 million the first year the stadium opens (in Year 4). Thereafter, the Stadium Alternative would generate net General Fund revenues to the City of between approximately \$18.7-\$28 million annually until such time as the public infrastructure capital costs are fully reimbursed. After this occurs (in Year 17 of the analysis), net General Fund revenues are expected to increase to approximately \$35.7-\$43.1 million annually.

By comparison, the City’s current annual budget relies on approximately \$85 million in General Fund revenues. Thus, the Initiative would generate a net fiscal benefit to the City worth nearly one-fifth of the City’s current general fund budget as soon as the stadium opens.

3. Has the City’s independent analysis of the Initiative confirmed the economic and fiscal benefits projected by the Initiative’s proponents?

The City has contracted with KMA to perform an independent peer review of the fiscal impact analysis prepared by the Hollywood Park Land Company’s fiscal consultant, HR&A, for the Initiative. KMA also performed a peer review of the 2009 fiscal impact analysis for the Existing Project. KMA has affirmed both the methodology and the conclusions of the HR&A analysis.² KMA noted in their review that the minimum of \$25 million that the City would receive every year in threshold revenues has a relatively high degree of certainty of being achieved if the Stadium Alternative proceeds. KMA further noted that HR&A’s economic analysis represents a conservative analysis, as compared to that conducted for other professional sports stadiums. Revenues above the \$25 million threshold were noted as being subject to greater variability.

² In conducting their analysis, KMA noted that the City would be projected to receive some revenue from the Existing Project, if the Stadium Alternative is not selected. As a result, KMA’s analysis deducted, for example, \$5.4 million from the net benefit the City would receive from the Stadium Alternative in Year 10 to reflect the revenues that it projected for the Existing Project. However, as noted above, these figures confirm that the Stadium Alternative represents a nearly five-fold increase in City revenues as compared to the Existing Project.

C. Would the Initiative have a beneficial impact on jobs and the economy in the City of Inglewood?

Based on their analysis³ of the widely adopted IMPLAN economic impact model, HR&A projected that the Initiative would create approximately 22,600 full- and part-time jobs during construction in the City of Inglewood. Construction of the Stadium Alternative is projected to generate a total combined direct, indirect, and induced economic output of \$3.8 billion within the Inglewood economy. The direct impact consists of the economic effects of hard construction costs at the project site, while the indirect impact consists of the economic effects of construction contractor and subcontractor purchases of goods and services and other professional services associated with the construction process. The induced economic impact is that which results from household spending by direct and indirect employees during project construction. The “multiplier effect” is accounted for by adding together indirect and induced economic impacts.

Once the project is completed, the Stadium Alternative is projected to directly create approximately 10,465 full- and part-time jobs associated with project operations within the City, and a total annual economic output (direct, indirect, and induced) of \$911 million within the Inglewood economy.

By comparison, the Stadium Alternative would generate 15,751 more construction jobs in the City of Inglewood than the Existing Project, and operation of the Stadium Alternative would generate 8,534 more jobs in the City of Inglewood than the Existing Project.

Moreover, as noted by KMA, the analysis of total job creation (direct, indirect, and induced) may underestimate the number of jobs that would be created within the City of Inglewood because it does not take into consideration the Initiative’s local-hire requirements. Specifically, Section 16.2 of the Amended and Restated Development Agreement (enacted by the Initiative), mandates a 35% local hire goal of post-construction jobs, a local hire goal of at least 15% of the apprentice positions for the construction trades, and requires the landowner/project operator to identify and solicit qualified Inglewood residents to fill senior management positions, such as the on-site general manager, leasing coordinator or marketing coordinator. The landowner must also require that all construction contractors have a goal to achieve participation by minority/disadvantaged business enterprises of 30% and not less than 18%. Additionally, the landowner must fund at least five job fairs six months before commencing construction activities on the site for the Stadium Alternative, 90 days before the Stadium Opens, and 90 days before the opening of the Hybrid Retail Center. If these efforts are successful, local worker hiring could exceed the projections resulting from the general IMPLAN analysis.

D. Would sufficient infrastructure capacity be available to both meet existing needs and serve the proposed development, and would the Initiative ensure funding is available for any needed improvements?

1. Traffic / Transportation

There is sufficient transportation infrastructure to meet the needs of the proposed development. The area is well served by the existing street network, which includes wide boulevards leading from the freeways

³ HR&A accounted for the unique attributes of professional sports stadia by discounting revenue associated with player salaries, and by accounting for the so-called displacement effect present in the region as a whole. HR&A’s analysis is thus in keeping with academic research on the true economic effects of professional sports stadia.

to Hollywood Park. This was done to support previous historical uses such as NBA/NHL games at the Forum and horse races and other events at Hollywood Park. Metro is building the Crenshaw/LAX Line with nearby stops at Florence/La Brea and Florence/West. The line is expected to open in 2019.

A traffic trip generation analysis for the Initiative was conducted by Linscott, Law, and Greenspan (LLG), the same traffic engineering firm that worked on the approved Hollywood Park Specific Plan and Addendum. The 2015 LLG Study evaluated 49 intersections, including freeway on-/off-ramps along the 405, 105, and 110 freeways. Trip generation volume was calculated for weekday (AM, PM, and pre-event), Saturday (midday), and Sunday (pre-event and post-event) scenarios.

For each timeframe, the revised totals were found to be reduced compared to the prior approved Hollywood Park Specific Plan totals, together with the approximately 800,000 square feet of development that had been assumed on the Northern Parcel. The 2009 traffic study assumed a prior use trip "credit" related to the long-term historical use of the Hollywood Park property as a horse racing track. For this analysis, the vehicle trip credits for the prior horse racing activity were not applied in order to provide a conservative ("worst case") assessment. The 2015 LLG Study concluded that there are no additional significant impacts from the development authorized by the Initiative, beyond the impacts that were already anticipated in the 2009 certified EIR, and indeed for the most part, traffic would be better than predicted in 2009. The City's consulting traffic engineer has reviewed the analysis and concurs with its conclusions.

For nearly all intersections and all peak hours, the volume-to-capacity ratios for the year 2030 conditions – including traffic from the Stadium Alternative project and associated recommended traffic improvements – would be substantially improved over the previous forecast of future traffic conditions provided in the 2009 study. Forecast potential level of service (LOS) "F" conditions are limited and are estimated to occur at the following two locations in year 2030:

- Crenshaw Boulevard/Manchester Boulevard – Weeknight pre-event peak hour; and
- Crenshaw Boulevard/120th Street – Sunday post event peak hour.

As previously noted, the updated traffic analysis for the Stadium Alternative does not include the trip credit for the prior horse racing activity that was utilized in the 2009 study. Had a trip credit been applied to the intersections listed above, the forecast level of service would have been better than LOS "F".

Although the conclusion that the Stadium Alternative will not add traffic seems counterintuitive, review of the 2015 LLG analysis demonstrates key reasons why traffic would be improved with the Initiative, as compared to the 2009 prediction.

First, as noted above, the Initiative includes dozens of traffic mitigation measures that the landowner would be responsible for funding. The Initiative requires the landowner to fund the construction and implementation of all the transportation mitigation measures included in the Existing Project, as well as additional measures designed to eliminate potential impacts from the stadium operations. These measures include funding *Traffic Signal Synchronization Program (TSSP)* installation at numerous intersections to ensure the full-time coordination of traffic signals on the boulevards serving the project site, site adjacent improvements to Century Boulevard and Prairie Avenue to provide separate right-turn lanes at project entrances, and targeted "off-site" street improvements for additional turn lanes at key intersections such as Prairie/Manchester, Prairie/Century, Doty/Century, and Crenshaw/Century. Exhibit M of the Initiative lists all the mitigation measures that would apply to the Stadium Alternative (Mitigation Measures L-1 through L-60).

Second, the 2009 EIR utilized a conservative analysis methodology for determining impacts. First, it assumed that there would be a 0.65% annual traffic growth rate, which predicted a 5.2% increase in ambient traffic by 2014. Instead, as noted in the 2015 LLG Report, traffic counts taken as part of the 2014 Addendum demonstrated that actual PM and weekend peak traffic in fact *decreased* by 13% and 10%, respectively, during this time period, while AM peak traffic only increased by about 3%. In addition, the 2009 EIR assumed the addition of traffic from several million square feet of “related development”, which resulted in an overstated forecast of future traffic volumes at the intersections studied in 2009, even with the trip credit applied for prior horse racing events at the site. Based upon these real-world results, the 2015 LLG report utilizes traffic growth rates recommended for the LAX/South Bay area in Metro’s *2010 Congestion Management Program for Los Angeles County* to account for future traffic changes due to new development locally, and regional traffic growth.

Third, the 2009 EIR assumed approximately 800,000 square feet of retail development on the Northern Parcel that are now included in the Stadium Alternative project. Thus, potential traffic from that parcel was already included in the 2009 EIR analysis and mitigation requirements.

Finally, traffic generated by large events at the stadium and performance venue (with the exception of the very rare Monday Night Football game or weeknight concert) would generally occur on weekends, when traffic demand is less, and when excess roadway capacity exists within Inglewood’s traffic infrastructure. Additionally, the City has developed a collaborative method of managing traffic during Forum events with the Forum management and expects that a similar collaborative relationship would be developed with the owners/operators of the proposed stadium on the Hollywood Park site.

In sum, because of the updated traffic assumptions, new and existing mitigation measures, and that most of the trips generated by the stadium and performance venue would not be during peak hours, the 2015 LLG Study determined that the Initiative would not result in new significant traffic impacts beyond those that would be created by the Existing Project.

2. Schools

There is sufficient school infrastructure to meet the needs of the proposed development. Residential units are the principal land use generator of school-age children. The Existing Project permitted 2,995 residential units, as well as a Land Use Equivalency program that could reduce or increase that number (to as many as 3,500 residential units) whereas the Initiative has reduced that base number to 2,500 units, meaning the impacts on schools under the Initiative should be less than that under the approved Specific Plan. The project applicant would pay the mandated developer fees at the time building permits are issued. Under State law, these fees are considered to provide full and complete mitigation of impacts on public schools. Alternatively, the applicant may enter into a school mitigation agreement with the appropriate school district to address mitigation to school impacts. In 2010, Hollywood Park Land Company entered into a school mitigation agreement with the Inglewood Unified School District and under that Agreement it has advanced \$4,000,000 in future school fees for the District to use for qualifying purposes. Additionally, if the Stadium Alternative Project is elected, the Initiative requires that the landowner make aggregate payments of \$1,000,000 over 5 years to fund after-school programs for youth in Inglewood. The Initiative would thus provide a net benefit to schools and educational programs within the City of Inglewood.

3. Parks and Open Space

There is sufficient park and open space infrastructure to meet the needs of the proposed development. Residential populations are the most typical users of nearby parks and open space. The approved Specific Plan evaluated a base project with 2,995 residential units whereas the Stadium Alternative would reduce

that base figure to 2,500 units, thus reducing new demand for park and open space resources. The Stadium Alternative includes the construction of the same amount of parks, open space and recreational facilities, approximately 25 acres, as the Existing Project. The landowner would bear the initial costs of all park construction and maintenance. As noted elsewhere, if the expected City revenue thresholds are met, the landowner could receive reimbursement of the costs of park construction and maintenance in the future from tax revenue generated from the Stadium project. In the event the Stadium Alternative is constructed, the Initiative requires that the landowner make the Stadium available to the City and non-profits to host Community Events, such as high school football, soccer games, and graduations, providing an additional new recreation resource for the community.

4. Parking

There is sufficient parking to meet the needs of the proposed development. A Parking Operations Plan that sets forth policies and procedures for managing event parking would be submitted to the City no less frequently than once per calendar year. A parking supply analysis for the Initiative was conducted by Linscott, Law, and Greenspan (LLG), the same traffic engineering firm that worked on the approved Hollywood Park Specific Plan and Addendum. Approximately 21,250 parking spaces would be needed to accommodate the stadium patrons expected to travel by private automobile (assuming that 85% of attendees would arrive by private automobile and assuming 3 persons per automobile). These assumptions are supported by available literature on large stadiums.

The full capacity of approximately 21,250 parking spaces for the stadium would only be used approximately 18 times per year (e.g., for the 10 large sporting events plus approximately 8 other events that may attract 50,000 or more attendees). It would be inefficient to construct a vast expanse of parking lot that would become an underutilized and empty area for more than 95% of the year, particularly given the proximity of other parking facilities that could be shared with this venue. Thus, the parking strategy for the stadium includes spaces provided specifically for stadium use, as well as identification of “shared” parking spaces on-site (i.e., within the area subject to the amended Hollywood Park Specific Plan) and off-site and local area parking (with shuttle service provided to those lots located outside the desired 20-minute walk distance).

LLG identified approximately 51,270 parking spaces as potentially available to serve the stadium, of which approximately 33,000 spaces are located within a mile of the site. The strategy of identifying a minimum of 21,250 vehicle parking spaces within a 20-minute walk of the stadium is similar to the parking supply at other football stadiums in California such as the Rose Bowl, Qualcomm Stadium (San Diego), and Levi’s Stadium (Santa Clara). The 9,000 designated parking spaces on-site would be sufficient for most events held at the stadium throughout the year. Typically, off-site parking would only be utilized for events at the stadium expected to attract more than 25,000 attendees.

During events, most employees would be required to park off-site (similar to shopping mall employees parking off-site during the Christmas holiday shopping season to make additional on-site parking spaces available for patrons). The stadium operator would identify available off-site parking and provide park-and-ride shuttle service for stadium employees.

The stadium operator would work with the City in developing a Parking Operations Plan, to include the following elements:

- **Pre-Sold and Assigned Parking.** The stadium-related parking on-site would be pre-sold, eliminating the delay and confusion associated with money transactions upon entry. Further, parking would be assigned to specific lots, with driving instructions provided to ticketholders to reach their parking spots. The driving directions would be developed to disperse traffic, as well as eliminate conflicting traffic movements with other vehicles and pedestrians.
- **Speed Parking.** Upon entry to the parking facility, speed parking would be implemented whereby motorists are directed to a specific parking space. This ensures maximum utilization of the parking lots and limits potential queuing of vehicles onto the adjacent street system.

In addition, adequate parking for the Forum, as well as for stadium uses, would be available. The Specific Plan, as amended by the Initiative, would require that the Northern Parcel be used for surface parking and other uses compatible with surface parking. Further future development on the Northern Parcel would require an amendment of the Specific Plan and CEQA review, which would need to consider how such development would impact the availability of parking. Historically, the Forum has used the parking at Hollywood Park (including the Northern Parcel) as overflow parking for its events, and vice versa. It is assumed that this type of arrangement could continue. It is anticipated events could be coordinated such that the 9,000 spaces available for the stadium uses in the Specific Plan area could be utilized by Forum patrons when the Forum has capacity concerts, and the Forum parking as well as City-owned property south of Century Boulevard could be available for the stadium on game days. Of course, although the final parking arrangements would necessarily be subject to negotiation between the Forum and Hollywood Park property owners, the parking supply study demonstrates that even if coordination proves infeasible, there are sufficient other local parking resources to accommodate the total parking demand for the Forum and the stadium at the same time.

5. Water Availability

There is sufficient water availability to meet the needs of the proposed development. A potable water demand analysis was conducted by Stetson Engineers in January 2015 and reviewed by the City of Inglewood. The City of Inglewood's 2010 Urban Water Management Plan estimated the water demand as 763,848 gallons per day for the Existing Project. The 2015 Stetson analysis for the Stadium Alternative utilized demand factors based on a literature review of sports stadiums, and current industry standards for each of the project's other proposed land uses, in order to estimate the potable water demand for the Stadium Alternative. The 2015 Stetson analysis found that based on the most up-to-date demand factors, and as supported by the literature review, the water demand from the Stadium Alternative would be 725,444 gallons per day, a reduction of 38,404 gallons per day as compared to the figure in the 2010 UWMP.

Landscape irrigation under both the approved Specific Plan and the Stadium Alternative is to be provided using recycled water, and therefore is excluded from the potable water analysis. The site has access to existing recycled water lines on Prairie Avenue, which have ample recycled water capacity to serve the Project's demand. In sum, the Stetson analysis concluded that sufficient water capacity would be available for the Stadium Alternative.

6. Sewer Capacity

The 2009 EIR analyzed sewer infrastructure and determined there was adequate capacity for the Existing Project. A sewer utility review for the Stadium Alternative was conducted in January 2015 by Hall and

Foreman and was reviewed by the City of Inglewood. The existing sanitary sewer system serving the Hollywood Park property has an available capacity of 13.6 million gallons daily. Using Los Angeles County sewer demand factors to calculate sewerage flow by each use, the Stadium Alternative would generate approximately 5.1 million gallons daily. Thus, there is sufficient capacity in the sanitary sewer system to support the Stadium Alternative.

E. How will the Initiative ensure that public safety is protected during special events, and that adequate funding is available for police, fire, and other emergency services?

The Initiative would provide a robust public safety program to ensure that the public and property are protected during special events. As part of the proposed stadium's ongoing operations, the operator would be required to develop, and update annually, a Construction and Stadium Operations Plan. As a component of the Stadium Operations Plan, the Public Safety Management Plan would include, at minimum:

- (a) a first-responder interoperability communications plan to facilitate communication between the Inglewood Police Department, the Los Angeles County Fire Department, and other regional response agencies;
- (b) an accounting of personnel, equipment, and facilities requirements and provision for event-day deployment of personnel and equipment in a manner that is appropriate to the type and size of events at the stadium and is consistent with measures undertaken for other large attendance venues;
- (c) if required by the Public Safety Management Plan, 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) a requirement that fire inspectors are assigned to the stadium, as needed, in preparation for major events.

The Public Safety Management Plan would outline procedures for ingress and egress of event attendees and employees, noise management, emergency response personnel, and emergency vehicles in the event of a fire, earthquake, or similar casualty event. It would be submitted to the City no less frequently than once per calendar year. The operator would be required to coordinate with the Inglewood Police Department and the Los Angeles County Fire Department in preparing the plan.

The landowner responsible for the Stadium would regularly consult and meet with the City and the Los Angeles County Fire Department regarding reasonable and appropriate police, fire, emergency technicians, and ambulance requirements for events at the site, taking into account past practice to the extent applicable. The landowner would pay the costs of reasonable and appropriate police, fire, emergency technicians, and ambulance presence at the events.

The Stadium Alternative would provide for additional police services available to the City. The Stadium Alternative includes the construction of a police substation within the Mixed-Use or Sports and Entertainment land use area. Construction of the substation is required to be completed prior to issuance of the first final certificate of occupancy for any of the buildings within the Hybrid Retail Center. The landowner would pay for and construct the police storefront facility and related improvements. The Stadium Alternative creates an Interim Land Use zone that would permit, among other uses, Police Department and Fire Department training activities. Stadium Alternative Mitigation Measure K.1-7

requires the installation of security cameras, alarms, and/or locked doors at all public doorways providing access to commercial facilities on-site.

All event-related public costs would also be paid by the landowner. These costs would be reimbursable on a contingent basis only after the City reaches certain annual tax revenue thresholds. This mechanism is described in more detail in Section II.A of this report.

Staff has reviewed the Initiative's proposed public safety program in comparison both to the requirements of the approved 2009 plan and to the public safety best practices that are similar to those in place at other large sports venues around Los Angeles, including the Rose Bowl and the Los Angeles Memorial Coliseum. Staff finds that the 2009 requirements have been maintained and supplemented. The added requirements are consistent with the best practices at other Los Angeles venues and with the operational experience at the Forum. The Initiative includes specific requirements and limits on consumption of alcohol and tailgating; these requirements and limits can be modified over time based on input from the City and residents. Alcohol service and consumption would be governed by the Alcohol Use Approvals specified in the Initiative. These include limits on the hours that alcohol may be served and the locations in which alcohol may be consumed. In addition, alcohol sales and consumption would continue to be subject to applicable Department of Alcoholic Beverage Control (ABC) regulations. Tailgating would only be permitted in designated areas within the Sports and Entertainment Zone and any surface parking lots elsewhere within the Hollywood Park Specific Plan area (but expressly excluding the Residential zone) that are designated for stadium visitors.

F. Would the Initiative improve the City of Inglewood's ability to attract and retain new businesses and employment, and maintain the economic health of existing businesses and areas designated for revitalization?

Yes, the City of Champions Revitalization Initiative is projected to create thousands of construction and permanent jobs, with a focus on creating meaningful employment opportunities for Inglewood residents and businesses. Specifically, as noted above, the Stadium Alternative adheres to the provisions from the City's 2009 approval of the Hollywood Park Redevelopment Project, which established a goal of at least 30 percent participation of minority/disadvantaged business enterprises in the construction of the project, and it adds a goal of hiring qualified Inglewood residents for at least 35 percent of long-term, post-construction jobs at the stadium. The Stadium Alternative would fund and provide job-training programs and local job fairs to prepare Inglewood residents to fill the new employment opportunities resulting from the project.

Beyond its local employment benefits, the Stadium Alternative would create a new sports and entertainment destination for the greater Southern California region that the fiscal impact analysis estimates will generate over \$910 million per year in economic activity for Inglewood. The new shopping, dining and entertainment options at the revitalized Hollywood Park location would be expected to increase tourism to the area and patronage of local restaurants and retail stores, benefitting local businesses across Inglewood and promoting revitalization for the entire city. Further, the Stadium Alternative includes not only the stadium and performance venue but also homes, retail, offices and a hotel. The mix of these uses would provide new shopping, entertainment, and dining options that do not currently exist within the City of Inglewood. In addition to providing a new amenity for city residents and providing a regional draw for new visitors to the City, this will help avoid creating any new direct competition for existing Inglewood businesses.

G. How would the Initiative change uses on vacant parcels of land?

The areas covered under the Existing Project and the Stadium Alternative are different only in that the Stadium Alternative Project, in addition to the 238-acre property covered by the Existing Project, would also provide for uses on the adjacent Northern Parcel. The Northern Parcel is currently used for surface parking. Under the Stadium Alternative a portion of the Northern Parcel would accommodate the northern part of the stadium zone. The remainder of the Northern Parcel would be landscaped and used for surface parking and other uses similar to the currently permitted uses on the property. Although the Northern Parcel is currently zoned to permit a stadium use, the Initiative contemplates a cohesive and coordinated development of the combined 298-acre property, to ensure high quality and unified design.

The Stadium Alternative Project maintains the same land use categories as the Existing Project, but adds a new "Sports and Entertainment" classification. Under both alternatives, the Mixed Use areas are concentrated in the southwestern portion of the site (adjacent to Prairie Avenue and Century Boulevard), although these areas would be expanded under the Stadium Alternative. The Commercial and Recreation area would be limited to the Casino site. Similarly, the area designated for Civic use would be the same under each alternative. The Residential areas would be reduced under the Stadium Alternative and would be concentrated in the eastern "panhandle" portion of the site. Only residential uses would be allowed adjacent to existing off-site residential uses under the Stadium Alternative in order to serve as a buffer. The Open Space areas would cover a similar amount of acreage under the two alternatives but would be configured differently within the site. The new Sports and Entertainment area would be in the northcentral part of the site and would include land within both the original site and the Northern Parcel.

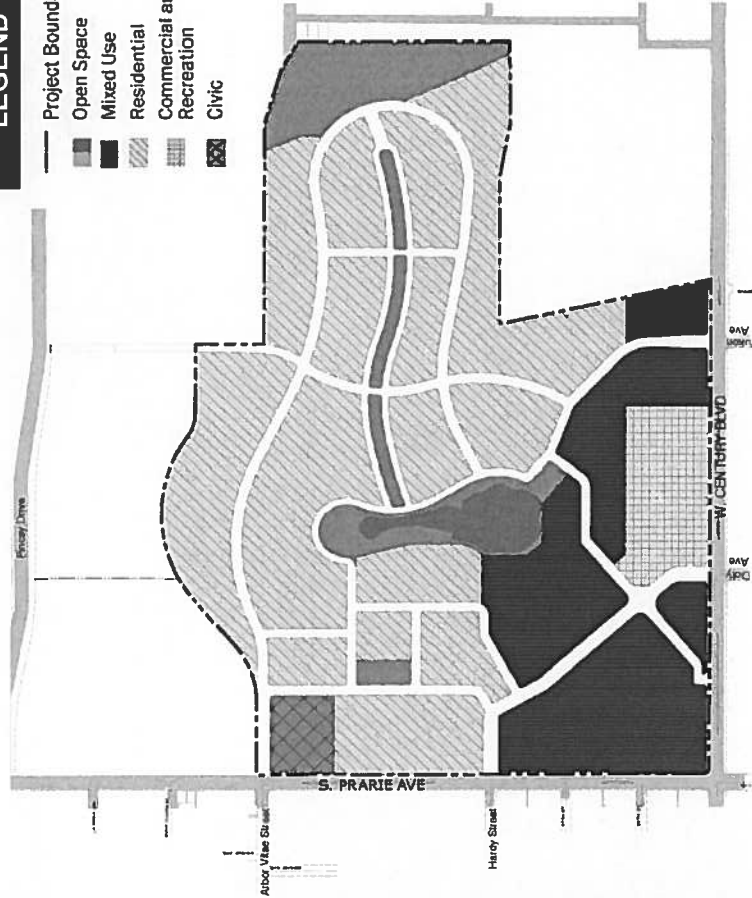
The amount of development that could be realized on the site would be altered under the Stadium Alternative, as is shown in the table below. A graphic comparison of the site plan for the Existing Project and the site plan for the Stadium Alternative is provided on the next page.

Total Maximum Development Comparison

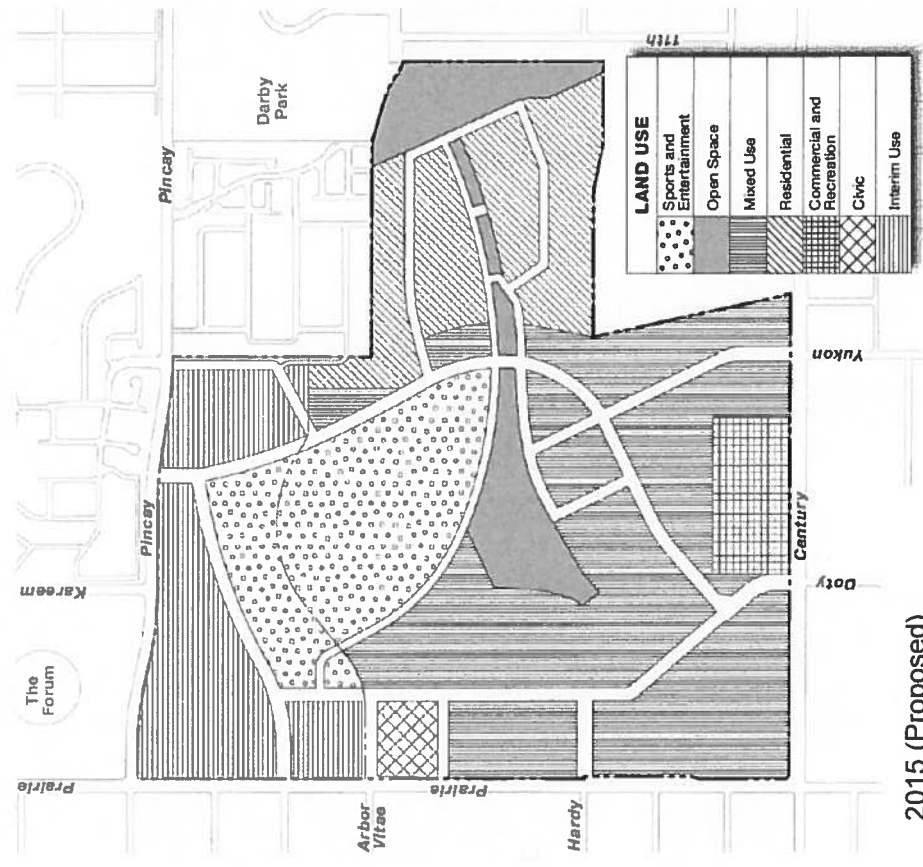
Land Use Type	Existing Project	Stadium Alternative
Stadium	N/A	80,000 seats
Performance Venue	N/A	6,000 seats
Residential	2,995 units	2,500 units
Hotel	300 rooms	300 rooms
Retail	620,000 square feet	890,000 square feet
Office	75,000 square feet	780,000 square feet
Casino	120,000 square feet	120,000 square feet
Parks	25 acres	25 acres
Civic Use	4 acres	4 acres

LEGEND

- Project Boundary
- Open Space
- Mixed Use
- Residential
- Commercial and Recreation
- Civic



2014 (Adopted)



2015 (Proposed)

LAND USE	
	Sports and Entertainment
	Open Space
	Mixed Use
	Residential
	Commercial and Recreation
	Civic
	Interim Use

Comparison: Specific Plan Land Use Maps

As noted in the table above, approximately 25 acres would be set aside for on-site open space and park purposes under both the approved and Stadium Alternative Projects. The configuration and location of these open space areas within the overall site, however, would differ in some minor ways. A “Champions Plaza” area would be located adjacent to the proposed stadium and entertainment venue under the Stadium Alternative. This would have the effect of slightly reducing and reconfiguring the location of the “Lake Park” in the center of the site. The “Arroyo Park” and the “Bluff Park” would be approximately the same in terms of size and position under the two alternatives.

H. Does the initiative contain measures to limit noise and protect existing neighborhoods during both the construction and operation of the stadium?

The Initiative contains measures to limit noise and protect the existing neighborhoods, although some event noise would be audible outside the boundaries of the property during a limited number of major special events occurring on the property.

Stadium Alternative Mitigation Measures G-1 through G-6 and G-8 would limit noise during construction of the project. There is a measure requiring the operator of the stadium to establish a noise monitoring coordinator who is responsible for responding to noise concerns raised by neighbors, identifying the issue causing the concern, and using reasonable measures to remedy the issue. The coordinator must establish a noise hotline that is available to local residents 24/7.

Further, the design and location of the stadium and performance venue would help reduce noise by locating the stadium away from the northern edge of the property (i.e., south of the stadium location proposed in 1995), and by placing the stadium playing surface well below existing grade, which would serve to mitigate noise impacts on adjacent uses.

The Initiative modifies the City’s noise ordinance such that during operation of the stadium, noise from sporting events and for up to 12 other special events occurring at the stadium each year (unless a higher number is otherwise permitted by the Permits and Licenses Committee) would be exempt from the noise limits provided in Article 2 of the Municipal Code. However, noise exceeding code limits from these few major events would not be permitted to extend beyond 12:00 AM. These limitations are comparable to limitations imposed on other Los Angeles area football stadia, such as the Rose Bowl in Pasadena. With the exception of these limited events, the Stadium Alternative would have to comply with the City of Inglewood noise ordinance so that noise from the stadium cannot cause noise inside any house in adjacent neighborhoods to exceed the Base Ambient Noise Level of 45 dBA except as follows:

	Noise Level Exceeded	Maximum Duration Period
(1)	Base Ambient Noise Level (BANL)	5 minutes in any hour
(2)	5 dB(A) above BANL	1 minute in any hour
(3)	10 dB(A) above BANL	Not permitted

To give context to the numbers provided above, the following table provides example noise levels from common sources:

Typical Sound Levels	Sound Level (dBA, L_{eq})
Threshold of Pain	140
Jet Takeoff at 100 Meters	125
Jackhammer at 15 Meters	95
Heavy Diesel Truck at 15 Meters	85
Conversation at 1 Meter	60
Soft Whisper at 2 Meters	35
<i>Source: United States Occupational Safety & Health Administration, Noise and Hearing Conversation Technical Manual, 1999.</i>	

Additional Stadium Alternative Mitigation Measures have also been provided to limit noise during operations and the limited number of major special events allowed on the property (Mitigation Measures G-4, G-6, G-7, and G-9 through G-14). Together, these standards and limitations would protect existing neighborhoods from excessive noise. Specific measures include:

- locating loading and truck areas at the subterranean level so as to prevent noise from reaching adjacent areas;
- requiring the stadium's in-house sound system to utilize a state-of-the-art distributed speaker system that is capable of aiming the sound toward the seating areas and other intended areas within the stadium, and minimizing the spillage of sound outside the project site; and
- limiting firework shows such that there shall be no more than 15 shows per year, which shall be limited to no more than 20 minutes in length. Further, all such displays must fully comply with FAA requirements.

Charles M. Salter Associates, Inc. prepared an acoustical model which estimated that amplified music and announcements for a professional sporting event at the nearest residential property line (i.e. exterior noise) would be approximately 46 dBA on the west, 50 dBA on the east, and 51 dBA on the north. Based on concert noise level assumptions that are consistent with those utilized for the Farmers Field EIR (recently approved by the City of Los Angeles), approximate sound levels from the stadium at the property line would range from 65-67 dBA on the east and west, and from 64-69 dBA on the north, depending on the configuration of concert within the stadium. The acoustical analysis estimates that these levels would drop by 5-10 dBA after the first row of houses.

The City's General Plan states that 70 decibels CNEL is a conditionally acceptable level of long-term noise exposure for residential land uses within the City of Inglewood. The estimated CNEL based on the results of the acoustical modeling for events associated with the Stadium Alternative are expected to be lower than these General Plan levels. This demonstrates that noise from the limited number of events permitted under the Stadium Alternative would be consistent with the limits set within the General Plan.

As additional context for comparable sports stadiums and event venues near established residential communities, the City of Pasadena allows events at the Rose Bowl to reach a constant sound level of 85 dBA at the outer property line, and a constant sound level of 75 dBA at the nearest residential property line. Pasadena also allows intermittent spikes in noise above those constant sound level allowances.

I. How would the new stadium be designed, and would its aesthetics be compatible with local neighborhoods and the Hollywood Park Specific Plan?

1. Aesthetics / Design

The stadium would be designed to accommodate a wide range of sporting and entertainment events. The area surrounding the stadium would be 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 approximately 6,000 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. Throughout the site, general design and landscaping standards would be enforced through standards contained within the Stadium Alternative, the Specific Plan and Stadium Alternative Mitigation Measures A-1 through A-8). The Stadium Alternative includes requirements for landscaping and pedestrian features within the public realm, including large landscape setbacks (of 15 feet to 40 feet or more) on all exterior property boundaries. All internal streets are required to have sidewalks and parkway planting zones.

Compatibility with local neighborhoods is achieved through controls on land uses, density, height, and design features. The Sports and Entertainment Zone (SE Zone) is limited to the interior of the site. Buildings within the SE Zone must be set back thirty feet from the property line and 180 feet from any single-family housing zone. Heights in the SE Zone are limited to 290 feet above mean sea level, which translates to approximately 145-175 feet above existing grade in that area. To fit within this height limit, the stadium would be built partially below grade. The Existing Project has approved heights of 150 feet above grade, with architectural projections allowed as high as 175 feet. The current CR zoning for the Northern Parcel also permits structures as high as 150 feet. Thus, because the stadium would be built partially below grade, heights are not significantly increased.

Residential uses are required in the eastern areas of the project site adjacent to off-site residential uses. Where residential uses are within 200' of the property line, those residential uses are required to be lower density (single-family and single-family or townhome uses) and must be for sale. Heights in this area are limited to 45 feet, which is the same as under the Existing Project. The design guidelines for these residential uses are unchanged from the approved Specific Plan, which was found at the time of its approval to promote high-quality residential construction and be compatible with adjacent neighborhoods.

2. Signage

Signage standards for the majority of the Hollywood Park site (outside of the Sports and Entertainment Zone) would remain largely unchanged from existing standards, except that three new types of signs would be permitted at the perimeter of the property. These new types are similar to types allowed for the Forum, and include "Project Identity" signs (limit of two), parking entrance signs (limit of 12), and

banners on the light posts. These new sign types are subject to the same height and signage size limitations as the regulations applicable to the Forum. In approving the categorical exemption and adopting signage regulations for the Forum, the City previously concluded that this general type and proportional amount of signage would be compatible with nearby architectural elements of buildings within the area, would reflect a modern, vibrant image of Inglewood, and would not adversely affect neighboring properties.

At the same time that these general standards would remain largely in place, the Initiative would also allow for extensive, modern, vibrant signage within the SE Zone. While the types and amount of signage permitted in the SE Zone are not explicitly contemplated by the existing Inglewood Municipal Code, the types of signage proposed are consistent with signage at other nation-wide recently built sports venues. Specifically, within the SE Zone, the types of signs permitted for the Existing Project would continue to be allowed, with no limit on the number of permitted signs and no maximums on sign area per sign face or height. In addition, the Initiative would allow for unique signage types, including sponsorship and off-site advertising, as well as video signs, to be permitted in this zone. However, video signs would not be permitted to face out onto Century Boulevard, Prairie Avenue, or Pincay Drive. To further ensure that signage associated with the stadium would be compatible with adjacent communities and would be generally consistent with state-of-the-art measures adopted at other proposed Southern California stadiums, the Initiative limits the brightness of digital signage, requires advanced screening measures to prevent intrusive light spill into residential neighborhoods adjacent to the project site, prevent glare on roadways, and requires compliance with Specific Plan design standards (Mitigation Measures A-4, A-9, A-10, A-11, and A-14).

3. Lighting

High levels of nighttime lighting currently exist in the surrounding area, generated in part by vehicle headlights, streetlights, illuminated signage on existing commercial buildings, and building facades. To minimize additional light generated by the Stadium Alternative, the Initiative, through the Stadium Alternative Mitigation Measures (Mitigation Measures A-6, A-7, A-10, and A-12 through A-19) provides a limitation on the amount of lighting that can shine from the project site onto adjacent neighborhoods and other light-sensitive receptors. Thus, comparable to Farmers Field and other proposed stadia in Southern California, the Initiative requires that:

- Illuminance from Project signage shall be limited after sunset and before sunrise. The intensity of illuminated signage shall be controlled with a photocell with an adjustable set-point that measures available daylight, or other similar technology. This set-point shall be used to control the intensity of the sign output to either the daytime or nighttime luminous intensity.
- Luminaires used for field lighting within the Stadium shall be aimed, shielded, or screened from view to prevent glare impacts to residences within a one-mile radius of the Stadium that have a direct line of sight to the field lighting. Prior to the issuance of the first building permit for the Stadium, the applicant shall prepare a study, and if the glare ratings are exceeded, the applicant shall offer to install, at the applicant's expense, window coverings that reduce the glare rating to an acceptable level.
- Lighting from the project shall not exceed 3.0 foot candles at the nearest residence adjacent to the project site (including both signage and stadium lighting);
- Lighting shall incorporate low-level directional signage to ensure adequate security and safety lighting on pathways but avoid spillover into adjacent communities;
- Lighting designs shall be developed as part of a comprehensive lighting plan that must be provided to the City; and
- Lighting shall be constructed in compliance with FAA requirements, and in conjunction with proactive testing and enforcement of Initiative lighting regulations.

To provide a relevant example, exterior lighting levels at the Forum currently range from 5-10 foot candles (fc) within the Forum parking areas and must not exceed 2.0 fc at the property line. With the mitigation measures included in the Initiative, it is anticipated that exterior lighting associated with the Stadium Alternative would not be incompatible with adjacent residential neighborhoods.

J. Would the proposed stadium comply with FAA requirements to help ensure public safety?

Yes. As noted previously, in 1995, an earlier proposal to construct a football/soccer stadium at the Hollywood Park site received a Federal Aviation Regulation (FAR) Part 77 determination from the FAA that no adverse effect on airspace would result from construction of the proposed stadium (at a height of up to 298 feet above mean sea level). In 2009, the Hollywood Park Redevelopment Project was determined by the Airport Land Use Commission (ALUC) to be consistent with the Los Angeles County Airport Land Use Plan. The Existing Project permits construction of structures up to a height of 150 feet above grade (approximately 260 feet above mean sea level at that location), with architectural features that could be another 25 feet high.

The Stadium Alternative would develop a stadium with a height of approximately 145 to 175 feet above grade level (capped at 290 feet above mean sea level), including light standards and other appurtenant structures. In accordance with Stadium Alternative Mitigation Measure H-3, the Project Applicant shall provide notification to the FAA in accordance with the requirements of FAR Part 77 and comply with the FAA regulations.

The stadium design was compared to the requirements of FAA regulations and it was concluded that no FAA standards would be exceeded so long as no portion of any structure in the designated location exceeds an elevation of 290 feet above mean sea level. Furthermore, given that the maximum elevation above mean sea level of the proposed stadium is lower than the maximum elevation above mean sea level

of the 1995 stadium proposal that received a “no hazard” determination from the FAA, and roughly equivalent to the maximum heights allowed in the Existing Project, it is expected that the Stadium Alternative would receive a similar FAA clearance. Finally, it is noteworthy that the FAA granted a favorable FAR Part 77 determination to the new San Francisco 49ers Stadium in Santa Clara, a site that is similarly located in proximity to a major public airport.

K. Would the proposed stadium ensure seismic safety requirements are met?

The 2009 EIR (and 2014 EIR Addendum) for the Hollywood Park Redevelopment Project contained a detailed geotechnical evaluation of the seismic conditions impacting the 238-acre Hollywood Park site. The EIR evaluated the potential seismic safety impact of the Existing Project and identified a series of design features, code-required measures, and project-specific mitigation measures to reduce the potential seismic safety impacts of the Project to a less than significant level. These measures included the provision of a Restricted Use Zone (RUZ) in the easternmost portion of the Existing Project. This RUZ complies with the Alquist-Priolo Act’s requirements, and accounts for, and protects against, the potential impacts from a small portion of the Potrero fault that crosses the easternmost portion of the Existing Project. The geotechnical investigation conducted on the remainder of the Existing Project showed that no additional land use restrictions were required outside of this limited RUZ.

The Stadium Alternative that would be authorized under the Initiative would add the Northern Parcel to the Project Site. The Northern Parcel is not located within an Alquist-Priolo Earthquake Fault Zone. Complete geotechnical investigations and fault rupture hazard studies of the Northern Parcel were conducted in 2002 and 2008. Another geotechnical engineering consultant reviewed these studies in 2013 and concluded, based on the trenching work performed in 2002 and 2008, that no active fault is present on the Northern Parcel. Accordingly, the potential for surface fault rupture at the site is considered very low.

The Stadium Alternative Mitigation Measures in Exhibit M of the Initiative incorporate the recommendations contained in the geotechnical investigation (Mitigation Measures C-1 through C-20). This includes the delineation and enforcement of the RUZ and other code-required measures that were adopted as mitigation measures for the Existing Project. The Stadium Alternative would be required to conform to all applicable seismic safety standards contained within applicable building codes.

L. What measures does the Initiative include to protect air and water quality, including the reduction of greenhouse gas emissions, and achieve long-term environmental sustainability?

1. Air Quality

The 2009 EIR (and 2014 EIR Addendum) for the Hollywood Park Redevelopment Project evaluated the potential air quality impacts of the Existing Project and identified a series of design features, code-required measures, and project-specific mitigation measures to reduce many of these air quality impacts of the Project to a less than significant level. Even with the implementation of these measures, however, the Existing Project was determined by the City to have a significant, unavoidable air quality impact with respect to Air Quality Management Plan consistency, local and regional air emissions and diesel emissions during construction activities, and regional and concurrent emissions during operation of the Project.

The Initiative would allow development of the site to occur under either the Existing Project or a new Stadium Alternative. As discussed elsewhere, the land use mix under the Stadium Alternative would be somewhat different from that under the Existing Project, with the result that the expected traffic generation associated with the site would be less under the Stadium Alternative than with the Existing

Project.. Therefore, air quality impacts associated with the Stadium Alternative are expected to be comparable to those associated with the Existing Project. The Stadium Alternative Mitigation Measures in Exhibit M of the Initiative would include several measures designed to reduce the air quality impacts associated with development of the Stadium Alternative (Mitigation Measures B-1 through B-26), including several that are applicable to construction activities. These measures are largely similar to those that were adopted for the Existing Project.

2. Water Quality

The 2009 EIR (and 2014 EIR Addendum) for the Hollywood Park Redevelopment Project evaluated the potential water quality impacts of the Existing Project and identified a series of design features, code-required measures, and project-specific mitigation measures to reduce these impacts of the Existing Project to a less than significant level.

As discussed above, the land use mix and site plan under the Stadium Alternative would be somewhat different from that under the Existing Project. While the location of specific water quality and storm water treatment facilities within the site may be altered somewhat under the Stadium Alternative site plan, the general suite of water quality management practices would remain nearly the same. The Stadium Alternative Mitigation Measures would include several measures, including those required by law, designed to reduce the water quality impacts associated with development of the Stadium Alternative (Mitigation Measures F-1 through F-48), including several that are applicable to construction activities and to stadium events. These measures are largely similar to those that were adopted for the approved Project, and are updated to require compliance with the current Los Angeles County Stormwater regulations, the 2014 LA County Low Impact Development Standards Manual.

Based upon the geotechnical investigations of the Northern Parcel, as well as the main Hollywood Park property, dewatering is not anticipated to be necessary during excavation work for the proposed stadium as local groundwater levels are below the deepest level of anticipated excavation. Nonetheless, if dewatering does become necessary, Mitigation Measure F-31 would require it to be performed consistent with Regional Water Quality Control Board requirements.

3. Greenhouse Gas Emissions

The 2009 EIR (and 2014 EIR Addendum) for the Hollywood Park Revitalization Project evaluated the likely greenhouse gas emissions (GHG) of the adopted Project and identified a series of project design features, code-required measures, and project-specific mitigation measures that would reduce overall GHG emissions associated with construction and operation of the Project. Many of these measures are a direct outgrowth of the project's smart growth and sustainable design characteristics.

The Stadium Alternative Mitigation Measures in Exhibit M of the Initiative would include several measures, including those required by law, designed to reduce the GHG emissions associated with development of the Stadium Alternative (Mitigation Measures B-1 through B-4, B-20, B-21, and B-25), including several that are oriented toward energy efficiency, alternative fuel use, water conservation, and a reduction in total vehicle miles traveled. These measures are largely similar to those that were adopted for the Existing Project, but also include such improvements as the provision of electrical outlets within designated tailgating areas.

4. Environmental Sustainability

The 2009 EIR (and 2014 EIR Addendum) for the Existing Project identified a series of project design features, code-required measures, and project-specific mitigation measures that represent examples of the Project's environmental sustainability.

Under the proposed Initiative, the Stadium Alternative Mitigation Measures would include several sustainability measures, including measures that are oriented toward energy efficiency, alternative fuel use, improved air quality in local communities, water conservation, and a reduction in total vehicle miles traveled (Mitigation Measures B-1 through B-26, F-1 through F-48, H-5, and I-2 through I-12). Among other standards, these measures would require each developer of individual components of the Stadium Alternative to incorporate energy efficiency and other conservation measures from the Sustainability Checklist in the Specific Plan and infiltrate stormwater runoff. Further, the stadium would be required to meet the requirements for Leadership in Energy and Environmental Design (LEED) certification, indicating that state of the art environmental sustainability measures have been incorporated into the stadium design and construction.

M. How would special events at the stadium be managed to ensure that quality of life in surrounding neighborhoods will be protected?

A number of elements have been incorporated into the Initiative in order to protect the quality of life in surrounding neighborhoods. First, the Initiative would provide for a police substation, to be constructed and paid for by the landowner, within either the SE Zone or the retail area. Second, it would require preparation of a Construction and Stadium Operations Plan, to be reviewed by the City each year. This plan will include provisions to protect public safety, manage parking, and manage event noise (Mitigation Measures G-11, G-13, K.1-2, K.1-3, L-59 and L-60). The public safety management plan will also provide for, among other safety measures, a first-responder interoperability communications plan, an accounting of personnel needs, and, any required areas for ambulance parking and other health care needs.

In addition, tailgating restrictions have been provided, which allow for tailgating in designated areas within the SE Zone and in any surface parking lots designated for stadium visitors. These standards expressly prohibit tailgating in the Residential zone and in areas within 100 feet of the nearest single family residential use. Additional tailgating restrictions are provided that limit tailgating activities and length, require prompt litter removal, mandate continuous security patrols, provide for healthcare response needs, prevent alcohol-related issues, and avoid noise impacts on surrounding communities. These policies may be amended from time to time provided that the amended policies are consistent with comparable event venues, including but not limited to, the Rose Bowl in Pasadena.

The Stadium Alternative also provides a physical buffer between the Stadium and existing off-site uses, thus protecting quality of life in those areas. Buildings within the SE Zone must be set back a minimum of thirty feet from the nearest adjacent property line. The Stadium Alternative also requires existing neighborhood homes to be separated from the stadium by at least a 200-foot buffer area of parks and new for-sale single-family residences and townhomes.

Finally, the Stadium Alternative provides for a road that will permit ingress and egress from a secondary access point from the Renaissance Residential Community to Pincay Drive. This new road is in addition to the creation of a site security plan that must be developed in cooperation with the Inglewood Police Department that will ensure the site is designed with public safety in mind, through the provision of adequate security lighting and visibility, installing appropriate emergency phones, and avoiding the creation of dead-ends or alleyways that cannot be adequately kept safe.

N. Will the Initiative be consistent with the Inglewood General Plan, the Hollywood Park Specific Plan, and State Housing Laws?

1. Consistency with the City of Inglewood Housing Element

The Initiative is fully consistent with the Inglewood Housing Element. As detailed in Appendix F of the Housing Element, the Housing Element assumes that at least 1,975 units may be built within the Specific Plan area. The amount of housing allowed under the Stadium Alternative, together with identified housing sites available elsewhere in Inglewood, far exceeds the 1,013 total units that the Southern California Association of Governments has determined to be the City's fair share of the region's housing needs. If the Stadium Alternative is ultimately selected, the base number of housing units allowed on the property would be 2,500 units, which is more than the minimum amount of housing provided for in the Housing Element. Accordingly, nothing in the Initiative will hinder the City's ability to fully satisfy its obligation to help meet regional housing needs or change the overall number of housing units contemplated for the Hollywood Park site. The Initiative would also change the General Plan Land Use Designation on the Northern Parcel and bring that parcel within the Hollywood Park Specific Plan. The Specific Plan could then be amended in the future to allow an increase in the number of dwelling units allowed on that parcel.

2. Consistency Between Planning and Zoning

State law requires that zoning be consistent with General Plan land use designations. The Major Mixed-Use Land Use designation currently applies to the Specific Plan site. The City Council determined that the Specific Plan was consistent with the General Plan when it approved the original plan in 2009. The Initiative will continue that same consistency by expanding the Major Mixed-Use designation so as to include the Northern Parcel, and by similarly applying the "Hollywood Park Specific Plan" zoning to that the Northern Parcel. Further, the Initiative makes certain other changes to ensure that the zoning and General Plan remain fully consistent with one another. The Initiative helps achieve the economic development goals in the General Plan.

3. Compliance with Government Code Section 65008 and Government Code Chapters 4.2 and 4.3 of Division 1 of Title 7 (relating to State Housing Law)

California Government Code Section 65008 prohibits measures that will deny housing to any individual or group of individuals on the basis of lawful occupation, age, race, religious creed, color, national origin, military or veteran status, physical disability, or other specified characteristics. The Initiative is in full compliance with this nondiscrimination Statute.

Chapter 4.2 requires local governments to designate and zone sufficient land to help meet regional housing needs and to promote the economic feasibility of developing housing. It encourages local governments to consider such measures as expediting the local residential development process, and ensuring that sufficient land is zoned at densities that can accommodate affordable housing. Currently, the City has sufficient vacant or underutilized parcels that are zoned to meet the City's fair share of regional housing needs. The Initiative will not change that result. The Specific Plan, both today, and as amended by the Initiative, provides for a range of housing types and densities, including densities of 30 dwelling units per acre and above. The Stadium Alternative provides for for-sale as well as rental units, and locates the for-sale housing adjacent to existing single-family housing to ensure compatibility with these neighborhoods and retention of property values. Finally, the Initiative will comply with Chapter 4.2 by helping to streamline the housing development approval process.

4. How would the Initiative affect the use of land in the City of Inglewood, the availability and location of new housing, and the ability of the City of Inglewood to meet regional housing needs?

The Initiative will facilitate carefully planned development on the Existing Project site and the Northern Parcel. These areas are currently vacant or underutilized, and yet they are located in the heart of the City. It is critical that these key parcels once again become an economic engine for the City that will, along with a revitalized Forum, bring jobs, economic development, and tax revenue to the City. This Initiative will help achieve these important goals.

As with the Existing Project, the Stadium Alternative will provide for a range of housing types, including single-family homes, townhomes, and high-end apartment dwellings. It will locate for-sale single-family homes and town homes next to existing single-family neighborhoods so as to provide a continuity of community, and help provide an additional buffer between commercial areas and these existing neighborhoods.

Finally, as described above, the range of housing units allowed if the Stadium Alternative is ultimately selected by the landowner will be fully consistent with the range of housing units assumed by the existing Housing Element. The Housing Element provides an inventory of adequate sites noting that the City of Inglewood has sufficient zoning capacity to meet its fair share of regional housing needs, and the Initiative will not change this conclusion.

III. Conclusion

Based upon independent review of the proposed City of Champions Revitalization Initiative and its likely economic and environmental impacts, the Initiative will provide substantial benefits to the City.

According to this review of the technical studies prepared for the Stadium Alternative:

- The Stadium Alternative would be built at no cost to taxpayers, and at no financial risk to the City of Inglewood.
- Upon opening of the stadium, the City would receive a projected minimum of \$25 million in estimated annual revenues. By Year 25, this minimum revenue amount would grow to approximately \$46.5 million. KMA has independently found this net positive fiscal impact to be “well protected.”
- No reimbursement for public infrastructure and public event-day costs advanced by the landowner will occur until the City achieves its minimum revenue threshold which begins at \$25 million and increases with CPI.
- This minimum revenue threshold would more than fully cover projected expenses for everyday City services incurred as a result of building the Stadium Alternative. Even taking into account these ordinary costs and any landowner reimbursement, the City would realize at least \$18 million in net revenue and this will grow to \$43 million in Year 25.
- In addition, the Initiative will create approximately \$55.5 million in City revenues from construction-related taxes.
- The Stadium Alternative is projected to create more than 22,600 construction jobs and nearly 10,500 jobs during its operation in the City. The Initiative creates a goal of hiring Inglewood residents for no less than 35% of stadium jobs, and requires specific steps to achieve that goal.
- With the mitigation provided for in the Initiative, the traffic and parking, public safety (fire, police, and emergency), and infrastructure (water availability and sewer capacity) impacts associated with the Stadium Alternative are comparable to those analyzed in the previously approved Hollywood Park Specific Plan EIR and EIR Addendum.
- Event noise and lighting impacts would be within the range and limitations allowed at other southern California stadia.

Attachment A

HR&A Fiscal Analysis Summary Table

Table 24
COMPARISON OF RESULTS WITH 2013 HR&A REPORT
Fiscal Impact Analysis
City of Champions Revitalization Project
City Of Inglewood, CA

HR&A Analysis - Feb 2015	Year																										
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	
Totals	2016-16	2016-17	2017-18	2018-19	2018-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	
New Residential Units	2,500 units	-	300	600	900	1,200	1,500	1,800	2,100	2,400	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	
New Office and Retail SF	1,670,000 sf	-	-	-	920,000	920,000	1,160,000	1,430,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	1,670,000	
New Hotel Keys	300 keys	-	-	-	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	
Stadium / Music Venue	81,000 seats	-	-	-	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	
Casino	110,000 sf	-	110,000	-	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	
Ongoing Project Revenues	\$ 1,282,969,963	965,925	1,912,295	2,590,021	36,579,239	39,324,421	41,498,462	44,811,722	47,695,030	50,005,479	51,550,306	52,954,454	54,398,003	55,882,085	57,407,872	58,976,564	60,589,401	62,247,659	63,952,651	65,705,729	67,508,286	69,361,756	71,267,616	73,227,386	75,242,633	77,314,970	
Plus One-time Construction Impacts	\$ 55,483,245	13,509,104	16,596,478	15,147,107	2,824,864	1,796,677	3,682,154	594,475	548,322	564,772	193,905	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Less Guaranteed Minimum Revenue to City	\$ (763,419,507)	-	-	-	(25,000,000)	(25,750,000)	(26,522,500)	(27,318,175)	(28,137,720)	(28,981,852)	(29,851,307)	(30,746,847)	(31,669,252)	(32,619,330)	(33,597,909)	(34,605,847)	(35,644,022)	(36,713,343)	(37,814,743)	(38,949,185)	(40,117,661)	(41,321,191)	(42,560,827)	(43,837,651)	(45,152,781)	(46,507,364)	
Net to City Before Reimbursements	\$ 675,033,702	25,386	14,475,029	18,608,773	17,737,129	14,404,123	15,371,098	16,658,116	18,088,022	20,105,831	21,588,399	23,692,803	22,207,508	22,728,750	23,869,882	24,370,717	24,945,379	25,634,316	26,137,808	26,756,544	27,390,628	28,040,565	28,706,799	29,389,734	30,089,652	30,807,606	
Less Operating Cost Reimbursements	\$ (81,531,770)	-	-	-	(6,746,797)	(7,484,052)	(9,528,009)	(8,684,012)	(10,419,501)	(11,611,685)	(13,161,887)	(11,623,311)	(11,825,925)	(12,033,876)	(12,244,215)	(12,457,998)	(12,674,855)	(12,894,807)	(13,117,250)	(13,407,870)	(13,810,106)	(14,224,409)	(14,651,142)	(15,090,676)	(15,543,366)	(16,009,698)	
Less Capital Cost Reimbursements	\$ (133,142,123)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Net to City After Reimbursements	\$ 181,017,809	25,386	14,475,029	18,608,773	17,737,129	-	-	-	-	-	-	-	-	-	-	-	6,810,424	12,898,113	13,120,658	13,348,674	13,580,619	13,816,186	14,055,647	14,299,068	14,546,456	14,797,907	
Plus: Guaranteed Minimum Revenue to City	\$ 763,419,507	-	-	-	25,000,000	25,750,000	26,522,500	27,318,175	28,137,720	28,981,852	29,851,307	30,746,847	31,669,252	32,619,330	33,597,909	34,605,847	35,644,022	36,713,343	37,814,743	38,949,185	40,117,661	41,321,191	42,560,827	43,837,651	45,152,781	46,507,364	
Less: Sales Tax Revenue Diversion 1/	\$ (14,008,394)	-	-	-	(346,884)	(476,401)	(480,693)	(505,414)	(520,576)	(536,193)	(552,279)	(568,847)	(585,913)	(603,480)	(621,595)	(640,243)	(659,450)	(679,234)	(699,611)	(720,599)	(742,217)	(764,483)	(787,418)	(811,040)	(835,372)	(860,433)	
Less Annual City Expenses	\$ (260,373,519)	-	-	(1,014,556)	(2,253,640)	(4,691,661)	(5,846,615)	(7,099,912)	(8,405,501)	(9,754,825)	(10,451,089)	(10,803,669)	(11,166,997)	(11,547,551)	(11,939,853)	(12,346,447)	(12,767,901)	(13,204,807)	(13,657,784)	(14,127,475)	(14,614,554)	(15,119,725)	(15,643,722)	(16,187,311)	(16,751,292)	(17,336,503)	
Net Annual General Fund Impact	\$ 670,056,404	25,386	14,475,029	17,494,217	16,483,489	21,014,958	20,681,938	20,186,192	19,712,880	19,231,643	18,690,834	18,647,959	19,374,330	19,914,343	20,468,289	21,035,452	21,619,167	28,027,095	35,728,416	36,677,907	37,449,785	38,341,609	39,263,138	40,185,334	41,138,389	42,112,873	43,108,336
Net Present Value at 10%	\$ 178,647,861																										

Note:

1/ Assumes that 8% of regional retail center sales are diverted from other retailers in the city.

Updated HR&A Analysis – Minor Modification																										
	Total	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41
New Residential Units	2,995 units	-	-	-	-	-	250	600	1,050	1,450	2,009	2,121	2,985	2,985	2,985	2,985	2,985	2,985	2,985	2,985	2,985	2,985	2,985	2,985	2,985	2,985
New Commercial Square Footage (incl Casino)	651,150 sf	-	110,000	110,000	110,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000
Recurring General Fund Revenues	\$ 366,686,545	743,672	1,154,516	1,184,426	1,583,863	2,550,626	5,231,333	6,667,438	8,788,061	11,782,424	13,363,792	15,858,603	16,843,622	18,524,480	19,065,829	19,520,867	19,986,062	20,462,804	20,951,391	21,452,130	21,965,335	22,491,328	23,030,444	23,583,020	24,149,406	24,729,561
Recurring City Expenses	\$ (239,665,530)	-	(7,679)	(89,819)	(130,717)	(1,027,557)	(2,141,000)	(3,975,983)	(6,053,242)	(8,109,977)	(10,704,337)	(12,055,733)	(12,458,622)	(12,875,865)	(13,292,141)	(13,660,005)	(14,059,806)	(14,491,900)	(14,926,657)	(15,374,456)	(15,835,690)	(16,310,761)	(16,800,084)	(17,304,086)	(17,823,209)	
GENERAL FUND IMPACT	\$ 127,021,016	743,672	1,146,837	1,104,607	1,453,146	2,374,421	4,203,776	4,692,439	5,612,078	5,739,182	5,238,816	5,184,267	4,787,888	5,085,967	5,181,064	5,258,726	5,326,056	5,392,998	5,460,491	5,528,473	5,590,879	5,655,639	5,719,633	5,782,936	5,845,320	5,906,763
One-Time Construction Impacts	\$ 4,774,122	-	-	901,887	384,534	306,590	1,008,673	619,146	566,933	640,024	344,361	67,606	44,478	-	-	-	-	-	-	-	-	-	-	-	-	-
NET ANNUAL GENERAL FUND IMPACT	\$ 131,795,137	743,672	1,146,837	2,006,494	1,837,679	6,212,349	5,145,845	6,379,012	6,279,206	5,698,167	6,211,873	4,832,366	6,065,867	6,191,064	6,288,726	6,326,056	6,392,998	6,460,491	6,528,473	6,590,879	6,655,639	6,719,633	6,782,936	6,845,320	6,906,763	
Net Present Value at 10%	\$ 37,348,101																									

Attachment B



KEYSER MARSTON ASSOCIATES
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEO

SAN DIEGO
PAUL C. MARRA

To: Artie Fields, City Manager
City of Inglewood

From: Keyser Marston Associates, Inc.

Date: February 20, 2015

Subject: Review of Stadium Initiative Fiscal and Economic Impact Analysis

Keyser Marston Associates, Inc. (KMA) was retained by the City of Inglewood to perform a peer review of the fiscal and economic impact analyses prepared by HR&A Advisors, Inc. (HR&A) regarding the proposed Initiative Measure for the Development of a Sports and Entertainment Zone, including a Stadium, within the Previously Approved Hollywood Park Mixed Use Development ("Stadium Initiative"). HR&A prepared the fiscal and economic impact analyses on behalf of the existing landowner, Hollywood Park Land Company (HPLC or Developer).

1.0 Summary of Peer Review Findings

The following are the principal findings of KMA's Peer Review:

1. **Substantial Positive Annual Fiscal Impact** – KMA concurs with HR&A's findings regarding the substantial annual net revenue/surplus to the City's General Fund to be generated by the Stadium Alternative from retained revenues within the \$25 Million City Revenue Hurdle¹ and the net positive under a No Stadium scenario, as summarized in the table below.

¹ \$25 million hurdle is subject to inflation escalations.

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Projected Annual Net Positive Fiscal Impact to City at Buildout (\$Millions)	Stadium Alternative \$Millions	No Stadium \$Millions
Buildout Year	FY 2025-26	FY 2028-29
Annual net revenue to City after expenses ² , inflated dollars	\$17.7	\$4.9
Annual net revenue to City after expenses ³ , 2015 Dollars	\$13.2	\$3.3

2. **Annual Net Surplus to the City with Stadium Alternative is Well Protected –**

Achievement of the above annual net positive fiscal impact to the City with the Stadium Alternative is well protected because of the following:

- a. The *first* \$25 Million in tax revenue, as adjusted for inflation, is retained by the City while public improvement costs and event public safety are privately funded and reimbursed by the City only from revenues above \$25 Million.
- b. The Stadium component, by itself, is projected to generate enough direct on-site revenue to nearly reach the \$25 Million City Revenue Hurdle due to the 10% admissions tax and because, as a privately financed stadium, it will be fully on the property tax rolls. This protects the substantial annual net surplus to the City should retail, office, and hotel uses be phased in later than currently expected.

3. **Economic Impacts** – KMA concurs with HR&A's findings, as summarized in the following chart, regarding the economic impacts to the City of Inglewood to be generated by the full build out of the proposed Stadium Alternative:

Projected Economic Impacts to City of Inglewood (Total Impacts)	Stadium Alternative	No Stadium
Construction Period		
Construction Jobs	23,522	7,771
Construction Economic Output	\$3.8 Billion	\$1.2 Billion
Operations Period		
Permanent Jobs	10,753	2,219
Economic Output	\$912 Million/Year	\$127 Million/Year

² While HR&A evaluated the magnitude of net revenue to the City to be generated by the scenarios, KMA evaluated the magnitude of net new revenue, which deducts revenues that are currently generated by the property.

³ Ibid.

Economic impacts have been estimated using a standard approach, represent net new jobs in Inglewood, and are conservative in that they do not account for the Stadium Initiative's local hiring goal which creates the potential for enhanced benefits for Inglewood.

2.0 The Stadium Initiative

Adoption of the proposed Stadium Initiative provides the landowners with two paths for development of the subject property:

1. **Stadium Alternative** – development of a stadium, music venue, retail, office, hotel, and residential on an expanded 298-acre project site.
2. **No Stadium** – Proceed with development of the 238-acre Hollywood Park property consistent with the specific plan approved in 2009. This scenario would also apply if the Stadium Initiative is not adopted. Potential future development of the 60-acre "Northern Parcel" incorporated into the project site under the Stadium Alternative is not specifically addressed in this scenario and would require a separate amendment to the specific plan.

The development program under the two paths is summarized in the table below. In the No Stadium scenario, HPLC anticipates building less than the full entitlements; accordingly, both the full entitlements and HPLC's expectations are summarized.

	Stadium Alternative	No Stadium Full Entitlement	No Stadium HPLC Expectation
Residential Units	2,500 Units	2,995 Units	2,995 Units
Retail	890,000 Sq.Ft.	620,000 Sq. Ft.	500,000 Sq. Ft.
Office	780,000 Sq.Ft.	75,000 Sq. Ft.	41,000 Sq. Ft.
Hotel	300 rooms	300 rooms	none
Stadium	up to 80,000 seats	N/A	N/A
Music Venue	up to 6,000 seats	N/A	N/A

With the Stadium Alternative, the City retains revenues derived from the property up to a total of \$25 million as indexed for inflation (the "City Revenue Hurdle"). Revenues above the City Revenue Hurdle go to reimburse upfront expenses that are the landowner's responsibility under the Stadium Initiative including public improvement capital costs, operation and maintenance expenses for parks, and event day public safety costs for the stadium and music venue.

3.0 Scope of Review and Peer Review Process

KMA was retained to provide an in-depth review of the HR&A fiscal and economic impact analyses focused on identifying any major concerns or potential "red flags" in HR&A's financial analyses which could have a significant impact on the findings. Our review was focused on the annual fiscal impacts to the City of Inglewood General Fund and on the economic impacts to the City of Inglewood economy. KMA was provided with initial drafts of the HR&A financial tables to facilitate review in advance of receipt of HR&A's final memos to HPLC each dated February 18th 2015. HR&A and HPLC were also provided an opportunity to respond to initial KMA questions and comments on the draft financial tables and provide supplemental supporting information.

KMA's review included:

- Review of the major fiscal impact revenue assumptions;
- Review of the major expenditure assumptions;
- Comparison of the analysis and assumptions against the prior KMA fiscal impact analysis;
- Review of economic impact findings and discussion of approach and assumptions with HR&A.

4.0 Fiscal Impacts to the City of Inglewood to be Generated by the Stadium Alternative

The following describes KMA's peer review of the Stadium Alternative fiscal analysis. Based on the reimbursement structure under the Stadium Initiative, it is appropriate to separate the evaluation of fiscal impacts to the City into two components:

1. ***Fiscal Impacts within the \$25 Million City Revenue Hurdle*** – Positive fiscal impacts based on retained City revenues within the \$25 million City Revenue Hurdle (addressed in Section 4.1); and
2. ***Residual Revenue after Landowner Reimbursements*** – the City has the potential to receive additional revenues in excess of the \$25 million City Revenue Hurdle at a future point in time to the extent residual funds remain after reimbursements for landowner public improvement capital costs, event public safety, and park operations and maintenance costs (addressed in Section 4.2).

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4.1 Stadium Alternative Fiscal Impacts within the \$25 Million City Revenue Hurdle

HR&A projects an annual net positive to the City of Inglewood General Fund of approximately \$19 million upon buildout of the Stadium Alternative. This represents the estimated retained City revenues within the \$25 million threshold that would remain after funding City service costs to the project. The estimate is expressed in inflated 2026 dollars and would equate to approximately \$14 million per year in 2015 dollars.

HR&A Projected Annual Fiscal Impacts at Buildout in FY 2025-26	
	\$Millions
City General Fund Revenue (existing and new)	\$29.3
City General Fund Expense	<u>(\$10.5)</u>
Net City Fund Revenue (2026 inflated dollars)	\$18.8
In 2015 Dollars	\$14.0

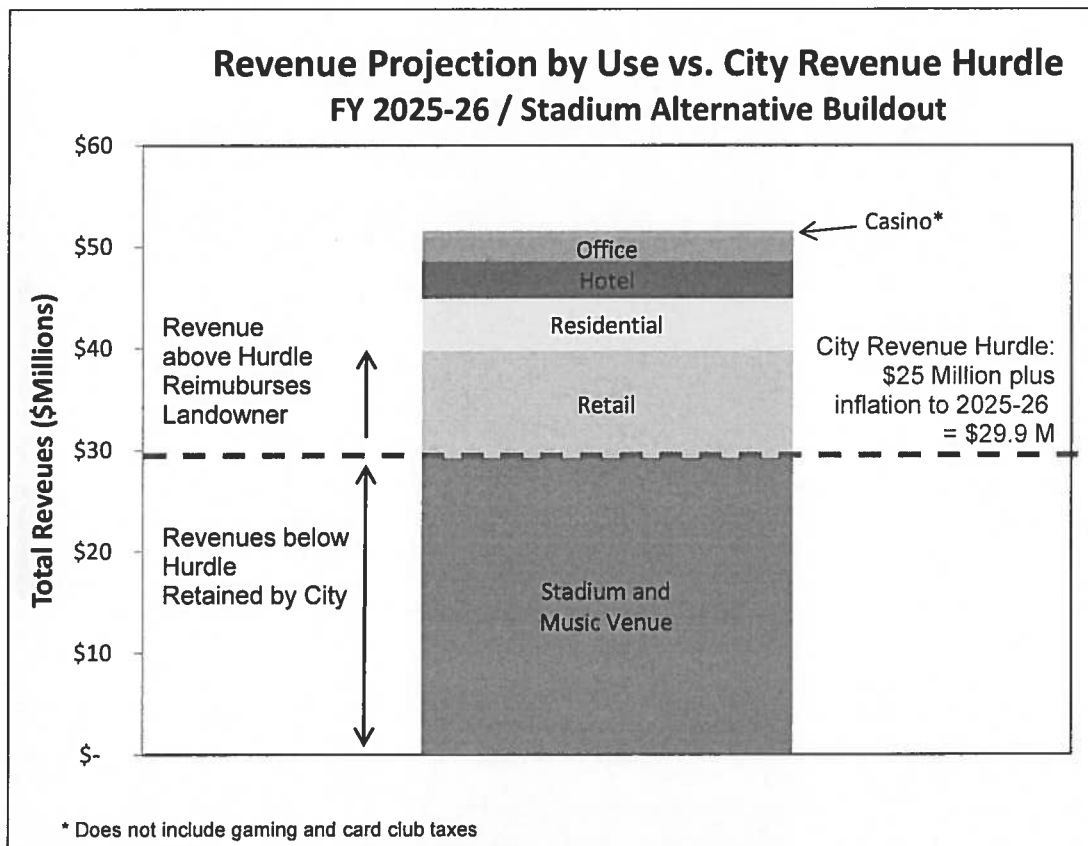
KMA Evaluation

KMA's peer review findings regarding the annual fiscal impacts at build out are as follows:

- **Concurrence with HR&A Analysis** – KMA is in concurrence with the HR&A projection of annual fiscal impacts upon build out of the Stadium Alternative, subject to the comments below.
- **HR&A has counted existing City revenues** – The HR&A analysis counts existing revenues estimated to total approximately \$1.1 million annually. Existing revenues are derived from the \$301 million FY 2014-15 assessed value of the property as well as the existing casino. Existing revenues need to be deducted to determine net new revenue to the City. Including net new revenue only, the fiscal positive to the City is \$17.7 million per year in 2026 inflated dollars or \$13.2 million in 2015 dollars.

KMA Adjusted Annual Fiscal Impacts at Buildout in FY 2025-26 – Net New Revenues	
	\$Millions
Total City Revenue Per HR&A	\$29.3
Less: existing City revenues from property	<u>(\$1.1)</u>
Net New Revenue to City	\$28.2
 City General Fund Expense	 <u>(\$10.5)</u>
Net City General Fund Revenue (2026 inflated dollars)	\$17.7
In 2015 Dollars	\$13.2

- **Findings do not rely on retail, office, and hotel** – Conclusions regarding a substantial positive annual fiscal impact to the City are projected to hold even if the retail, office, and hotel uses are not completed or take longer than anticipated to be phased in. Revenues from the Stadium and Music Venue alone are estimated to be nearly sufficient to reach the \$25 million City Revenue Hurdle. The chart below summarizes projected revenues by land use as of 2025-26 when HR&A projects full build out.



- **Revenue estimates** – KMA has reviewed HR&A's revenue estimates, assumptions, and supporting materials provided by HR&A and HPLC. Based on our review, KMA concurs with the fundamental conclusion that the \$25 million City Revenue Hurdle is projected to be achieved. While in KMA's evaluation, assumptions used by HR&A may be somewhat optimistic in some cases (see discussion of assessed values in Appendix A), using more conservative estimates would not alter the main conclusion that the \$25 million City Revenue Hurdle is projected to be attained, resulting in retention of the maximum potential amount of revenue by the City.

- **Findings Driven by 10% Stadium Admissions Tax** – Stadium admissions taxes are projected to total approximately \$18 million annually at build out in 2025-26. Admissions taxes are the largest single revenue source with the Stadium Alternative and are projected to generate 63% of the revenue derived from the stadium itself. Given the magnitude of this revenue source, this item was a focus of KMA's review. KMA's conclusion, as further described in Appendix A, is that the estimate appears reasonable.
- **Expenditure estimates (non-event day / 365 days per year)** – KMA has reviewed HR&A's expenditure estimates, assumptions, and reviewed the key service costs of police and fire / EMS with City staff. Based upon our review, KMA generally concurs with the expenditure estimates. The approach and assumptions are consistent with the 2009 KMA fiscal impact analysis of the Hollywood Park Specific Plan prepared for the City of Inglewood. HR&A has reflected a standard of 2.4 police officers per 1,000 in population, which exceeds the existing level of service and reflects the more conservative of two approaches for estimating police service costs that were included in the 2009 KMA fiscal impact analysis. Expenditure estimates do not include event public safety costs which are to be paid by the landowners, subject to reimbursement by the City only from revenues in excess the \$25 million City Revenue Hurdle.

4.2 Potential Residual Revenues After Landowner Reimbursements

The City has the potential to receive revenues in excess of the \$25 million City Revenue Hurdle at some point if residual revenues remain after landowner reimbursements for public improvement capital costs, event public safety, and park operations and maintenance costs. The HR&A projection identifies residual revenues flowing to the City starting in FY 2031-32. Residual revenues are projected by HR&A at approximately \$13 to \$15 million per year from 2032-33 through 2040-41. Residual revenues represent approximately 10% of the total net revenue to the City projected by HR&A over the 25 year analysis period on a net present value basis.

KMA Evaluation

In KMA's evaluation, residual revenues represent an "upside" potential for enhanced City revenues at a future point in time which would be additive to the substantial positives generated by revenues within the \$25 million City Revenue Hurdle as described above. However, the amount and timing of residual revenues is subject to a greater degree of uncertainty than the tax revenues within the \$25 million hurdle because the residual component of City revenues will be very sensitive to the following factors:

- **Development phasing** – HR&A has reflected build out of all phases of the project over a 10 year timeline. Actual timing will be driven by market factors. If construction of the retail, residential, office, and hotel components of the project were to lag the stadium, revenues available to reimburse the Landowner could lag projections. This would result in the reimbursement obligation being accumulated and becoming more difficult to repay. Conversely, if phasing were accelerated, revenues available for reimbursements would be available sooner and the payoff of public improvement capital costs could occur more quickly.
- **Event Public Safety** – event-related public safety costs are one of the costs subject to full reimbursement before residual revenues to the City could be realized. HPLC indicated that event public safety cost estimates are based on another NFL stadium. However, estimates are acknowledged to be preliminary at this point and the City's police department has not evaluated the level of staffing that will be required during events. The City will be obligated to make reimbursement payments based on the actual costs from revenues above the City Revenue Hurdle. In addition, estimates reflect an assumption of 8 large Non-NFL events averaging 50,000 attendees. Actual public safety costs subject to reimbursement could vary depending on the actual number of large events and the actual public safety requirements for the specific events that are held.

4.3 No-Stadium Fiscal Impact Analysis and Comparison to Stadium Alternative

HR&A prepared an analysis of fiscal impacts of the No Stadium scenario using the same basic methodology and assumptions as the analysis of the Stadium Alternative. The development program used by HR&A reflects HPLC's expectation that the project would not be built to the full entitlements in the No Stadium scenario. The analysis also reflects HPLC's expectation that the sales performance of the retail center and the assessed values of the commercial components would be substantially less than in the Stadium Alternative because the nature of the retail center would be fundamentally different and would reflect a lower cost of construction. The analysis also reflects a slower development absorption. The stadium is viewed as creating a significant anchor which drives a higher-value project that is phased in more rapidly compared to the No Stadium scenario.

HR&A's findings regarding the annual fiscal impacts are summarized in the table below. HR&A projects a net positive upon build out of \$6.1 million per year in 2029⁴ inflated dollars, or \$4.1 million in 2015 dollars.

⁴ While the HR&A fiscal memo compares Stadium Alternative and No Stadium annual fiscal impacts as of 2025-26; since the No Stadium scenario is not yet at full buildout in that year, KMA selected figures as of the FY 2028-29 projected build out for purposes of the presentation below.

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HR&A Projected Annual Fiscal Impacts at Buildout in FY 2028-29	No Stadium
	<i>\$Millions</i>
City General Fund Revenue	\$18.5
City General Fund Expense	<u>(\$12.5)</u>
Net City Fund Revenue (2029 inflated dollars)	\$6.1
In 2015 Dollars	\$4.1

Note: totals do not add due to rounding

As with the Stadium Alternative, HR&A included existing City revenues. KMA made an adjustment to reflect the net new revenues as summarized below:

KMA Adjusted Annual Fiscal Impacts at Buildout in FY 2028-29	No Stadium
	<i>\$Millions</i>
Total City Revenue Per HR&A	\$18.5
Less: existing City revenues from property	<u>(\$1.2)</u>
Net New Revenue to City	\$17.4
City General Fund Expense	<u>(\$12.5)</u>
Net City General Fund Revenue (2029 inflated dollars)	\$4.9
In 2015 Dollars	\$3.3

Note: totals do not add due to rounding

The table below provides a comparison of the fiscal impact results to the City under the Stadium Alternative and No Stadium scenarios. The Stadium Alternative is projected to generate approximately \$10 million more in annual net revenue to the City than would the No Stadium scenario in 2015 dollars.

Projected Annual Net Positive Fiscal Impact to City at Buildout (\$Millions)	Stadium Alternative	No Stadium
	<i>\$Millions</i>	<i>\$Millions</i>
Buildout Year	FY 2025-26	FY 2028-29
Annual net revenue to City after expenses*, inflated dollars	\$17.7	\$4.9
Annual net revenue to City after expenses*, 2015 Dollars	\$13.2	\$3.3

* As adjusted by KMA to reflect net new revenues to the City.

5.0 Review of Economic Impact Analysis

5.1 Summary of HR&A Economic Impact Analysis Findings

The following table summarizes HR&A's estimates of economic impacts within the City of Inglewood including both direct on-site impacts and off-site indirect and induced impacts.

Projected Economic Impacts to City of Inglewood (Total Impacts)	Stadium Alternative	No Stadium
Construction Period		
Construction Jobs	23,522	7,771
Construction Economic Output	\$3.8 Billion	\$1.2 Billion
Operations Period		
Permanent Jobs	10,753	2,219
Economic Output	\$912 Million/Year	\$127 Million/Year

For the Stadium Alternative, HR&A projects over 23,000 construction jobs. The construction employment estimate reflects the number of workers employed for a one year period. Since construction will occur over a multi-year time frame, the estimate would translate into fewer jobs at any one time but continue over the course of a multi-year construction period. Once the Stadium Alternative is operational, HR&A estimates a total of 10,764 jobs from all components of the project. Estimates represent the number of full time and part time jobs at Inglewood businesses or at the construction job site located within the City of Inglewood.

5.2 KMA Evaluation of HR&A Economic Impact Analysis

KMA has reviewed the HR&A economic impact analysis findings and discussed the general methodology and assumptions with HR&A. KMA's review focused on economic impacts within the City of Inglewood from the Stadium Alternative; however, HR&A's analysis also addresses economic impacts throughout the County of Los Angeles and in the No Stadium alternative.

KMA concurs that HR&A's estimates of economic impacts and employment that would occur in Inglewood assuming full build out of the proposed Stadium Alternative are reasonable based on and subject to the following comments and observations:

1. **Widely Used Economic Model is Applied** – HR&A employs the economic impact analysis model IMPLAN which is a widely used and accepted tool for estimating economic impacts.

2. Jobs and Economic Impacts are net new to Inglewood – Jobs and economic impacts are generally “net new” to the City of Inglewood. Stadium and music venue attendees will come from throughout the Los Angeles region and spending associated with these venues would generally not have occurred in Inglewood otherwise. Office and retail space will accommodate new businesses that would generally not be present in the City otherwise. Academic critiques of stadium economic impact analyses generally focus on the ability to demonstrate net new economic impacts accruing to a metropolitan area as a whole given considerations such as spending leakage, shifting of expenditures away from other forms of entertainment, or relocation of sports franchises and events from elsewhere in the metropolitan area. However, these types of considerations would generally not be significant factors for estimates of localized benefits to the City of Inglewood.

3. Stadium and Music Venue Economic Impacts Represent Broad Approximations – Estimated economic impacts from operation of the stadium and music venue reflect broad approximations because data limitations prevented an in-depth analysis of spending associated with operations. At this stage, detailed spending information by a potential NFL tenant at the stadium was not available. HR&A took the approach of estimating economic impacts using estimated ticket and concession sales as the starting point of the analysis. While this is a valid methodology, the approach cannot readily account for potential “leakage” of expenditures outside the region. As one example of “leakage” of expenditures, a share of ticket revenues from an international soccer game played at the stadium could “leak” outside the region based on a split of ticket revenues to the participating teams who are not locally based. Also, football players may not live in the LA region during the off-season, resulting in a portion of their compensation “leaking” from the region.

HR&A compensates for data limitations which preclude a more complete accounting for leakage by excluding several major revenue streams associated with a stadium and NFL team. Excluded revenues include media, sponsorship, suite revenues, and naming rights. These excluded revenue streams are expected to be very substantial and the economic impact estimates are lower because they are not counted, offsetting the fact that leakage could not be addressed in detail. Exclusion of these revenues is also appropriate because team offices and practice facilities for the NFL tenant could potentially be located elsewhere within the LA region.

4. Stadium Estimates Appear Conservative Relative to Convention Sports and Leisure (CSL) Analysis for Downtown Stadium – In 2011, CSL prepared a study which presented estimates of economic impacts for the proposed Farmer’s

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Subject: Review of Stadium Initiative Fiscal and Economic Impact Analysis

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Field in Downtown Los Angeles. That analysis used an approach which made adjustments for leakage of direct spending associated with the stadium and NFL franchise such as from players who do not reside in the local area year round. The resulting estimated impacts in the CSL analysis, which accounts for direct leakage but includes all the revenue streams associated with the stadium and NFL team, are higher than the HR&A estimates. This suggests that the approach used by HR&A, while representing a broad approximation of impacts, does not appear to have overstated impacts relative to an alternative approach that could have been used. The direct economic output figures would generally be comparable between the two studies but caution is needed in comparing total economic output and total job counts because the CSL analysis addresses impacts throughout the City of Los Angeles and the higher figures are partly a result of the larger size of L.A. as compared to Inglewood.

	HR&A / Inglewood Stadium Impacts	CSL / Downtown L.A. Stadium Impacts
<i>Analysis Area:</i>	<i>City of Inglewood</i>	<i>City of Los Angeles</i>
Direct Economic Output	181,770,077	277,000,000
Total Economic Output	188,508,100	456,000,000
Total Jobs	2,595	6,320

Source: Convention Sports and Leisure, 2011 Fiscal Analysis of Proposed Downtown Stadium and Convention Center Project prepared for the City of Los Angeles.

5. **Local hire target not reflected in estimates** – While the Stadium Initiative establishes a local hiring goal of 35% of the positions associated with operation of the stadium, this hiring target is not specifically accounted for in the analysis. To the extent a higher share of jobs are held by local residents, economic impacts for the City of Inglewood could be enhanced.
6. **Some construction activities not included for purposes of economic impact estimates** – estimated construction economic impacts do not appear to reflect the casino construction in either scenario or infrastructure costs in the No Stadium scenario.
7. **Construction employment estimates reflect high estimated construction costs** – Construction employment estimates are based on the assumption that the stadium will have a direct construction cost of \$1.86 billion (excluding design, engineering, finance, and other indirect costs). This is more costly than other recent stadiums and exceeds the \$1.2 billion total cost estimate identified for the proposed Farmers Field in Downtown Los Angeles. HPLC has stated that costs are based upon figures provided by cost estimators with experience on other stadiums and reflects the cost of an enclosed stadium.

Appendix A
Additional Discussion of Selected Revenue and Expense Assumptions

- 1. Stadium Admissions Tax Revenue** – The City has an existing 10% admissions tax applicable to venues over 22,000 seats (does not apply to any existing venue). Under the Stadium Initiative, admissions taxes for the Stadium would be subject to an annual cap of \$15 million annually adjusted for inflation. HR&A's admissions tax projections for the Stadium are summarized in the table below:

	Total	10 NFL Games Per Year	Non-NFL Events (Concerts, Soccer, College Football, etc.)
Annual Attendance	1,350,000	750,000	600,000
Ticket Price (average)		\$140	\$80
3% Inflation to 2025-26		34%	34%
Total Ticket Revenue		\$141,110,000	\$64,510,000
Gross 10% Admissions Tax	\$20,562,000	\$14,111,000	\$6,451,000
Less: amount above cap	(\$2,651,216)	\$0	(\$2,651,216)
Admissions tax after cap (\$15 million inflated)	\$17,910,784	\$14,111,000	\$3,799,784
Percent of total		79%	21%

KMA Evaluation

- The admissions tax is by far the largest revenue source for the Stadium Alternative and drives analysis conclusions regarding positive fiscal impacts.
- The majority (79%) of admissions tax is derived from the 10 regularly scheduled NFL games and therefore has a relatively high level of certainty of being achieved if an NFL stadium is built;
- NFL admissions tax estimates appear generally reasonable based upon prior KMA experience on Levi Stadium.
- Non-NFL total attendance estimates are generally consistent with prior KMA experience with Levi's Stadium for which Non-NFL event bookings have been a focus of review;
- Since estimates exceed the admissions tax cap of \$15 million plus inflation, attendance or ticket prices could miss estimates by about 13% without impacting admissions tax revenues.
- If the City were to reduce or eliminate the admissions tax, revenues would be materially lower than estimates and findings regarding fiscal benefits of the stadium would not hold.

2. Assessed Valuation / Property Tax Revenues – Assessed value estimates drive approximately 29% of the total revenues in the Stadium Alternative. The HR&A assessed value estimates appear optimistic in some cases. Retail and hotel assessed value assumptions of \$525 per square foot and \$527,000 per room appear optimistic based on our limited research of actual assessed values for selected recently built retail and hotel properties in the Los Angeles Area such as Atlantic Times Square in Monterey Park (\$460 per square foot) and the Marriot and Ritz Carlton at L.A. Live in Downtown Los Angeles (\$420,000 per room). Residential and office assessed value estimates appeared reasonable based on our experience and we did not perform any additional research to validate the assessed value assumptions used by HR&A. The stadium assessed value also reflects a high estimated hard construction cost of \$1.86 billion (see discussion in Section 5.2 No. 6). The project is located within two former redevelopment project areas and is subject to the flow of property tax dollars under redevelopment dissolution. The analysis reflects the expectation that successor agency enforceable obligations will continue to be satisfied with existing successor agency revenues with increased revenues from the project available for distribution to taxing agencies including the City. Based on KMA's discussions with the L.A. County Auditor-Controller, HR&A's assumption that property tax revenue would approximate the City's normal percentage share does not appear unreasonable.

3. Police Service Costs (Year Round / Not Event Related) – General Fund police service expenses are estimated based upon a service standard of 2.4 sworn officers per 1,000 in population.

KMA Evaluation

- The approach is consistent with the 2.4 officers per 1,000 population standard applied in the 2009 fiscal impact analysis prepared by KMA for the City of Inglewood for the Hollywood Park Tomorrow Project.
- The estimate is based on the desired level of service and exceeds the existing number of officers per 1,000 in population. While the police service standard is computed relative to population, the standard reflects the overall service requirements of both residential and commercial.
- The cost per officer is fully loaded based on the full Police budget and effectively accounts for other non-sworn personnel and overhead costs.

4. Fire and EMS Costs (Year Round / Not Event Related) – General Fund Fire and emergency medical service (EMS) expenses are estimated by inflating estimates contained in the 2009 KMA fiscal impact analysis for the Hollywood Park Tomorrow Project. Estimates reflect the need for one additional paramedic firefighter post staffed on a 24/7 basis to address increased EMS responses from the project based upon input from LA County Fire in 2009.

KMA Evaluation

- Assuming the same service cost impacts with the Stadium Alternative is reasonable given the number of annual Fire/EMS incidents is estimated to be approximately the same as shown in the table below.
- HR&A cost estimates at \$915,000 per year for one 24/7 post are generally consistent with current staff and overhead costs per the City's Fire Services Agreement.
- LA County Fire was asked to review service requirements with the Stadium Alternative. LA County Fire's preliminary evaluation is that restoration of service at Fire Station 172 would be necessary. However, Fire Station 172 is already planned to be reopened in 2016 and the station provides service to the existing community. Therefore, it would not be appropriate to allocate the cost of restoring the temporary service reductions to the project.

Fire/EMS Incidents		No Stadium	Stadium Alternative
		<i>LA County Fire 2009 Estimate⁽¹⁾</i>	<i>KMA Estimate Using Same Approach</i>
Development Program			
Residential Units		2,995 Units	2,500 Units
Retail		620,000 Sq. Ft.	890,000 Sq. Ft.
Office		75,000 Sq. Ft.	780,000 Sq.Ft.
Hotel		178,000 Sq. Ft.	178,000 Sq.Ft.
Stadium		N/A	75,000 seats
Music Venue			6,000 seats
Projected Fire / EMS Incidents	Incidents Per Unit or Sq.Ft.(1)		
Residential	0.2 /unit	599	500
Retail	0.0001249 /Sq. Ft.	77	111
Office	0.0000825 /Sq. Ft.	6	64
Hotel	0.0002006 /Sq. Ft.	36	36
Stadium and Music Venue		N/A	event costs reimbursed
Total Projected Fire/EMS incidents		718	711

⁽¹⁾ Per May 15, 2009 letter from County of Los Angeles Fire Department regarding the Hollywood Park Tomorrow Project.

Attachment C

ORDINANCE NO.: _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
INGLEWOOD, CALIFORNIA ADOPTING THE PROPOSED
INITIATIVE MEASURE ENTITLED THE “CITY OF CHAMPIONS
REVITALIZATION INITIATIVE.”

WHEREAS, pursuant to the California Elections Code, a petition has been filed with the legislative body of the City of Inglewood, California, signed by more than fifteen per cent (15%) of the number of registered voters of the city, to enact an ordinance relating to the proposed development of a Sports and Entertainment Zone within the previously approved Hollywood Park Mixed-Use development; and

WHEREAS, the City Clerk requested the Los Angeles County Registrar-Recorder/County Clerk ("Registrar") to verify the signatures on the petition against the records of registration and the Registrar ascertained that the petition was signed by the requisite number of registered voters to qualify the petition for special election, and the City Clerk has so certified;

WHEREAS, the City Council has ordered, received, and considered a report regarding the fiscal and environmental impacts of the proposed initiative measure as authorized by Elections Code section 9212; and

WHEREAS, Elections Code section 9214 provides that the City Council is authorized and directed by statute to either submit the proposed ordinance to the voters at a special election called for that purpose, or to adopt the proposed ordinance without alteration;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD,
CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. That pursuant to Elections Code section 9214(a), the City Council hereby adopts, without alteration, the "City of Champions Revitalization Initiative," as attached hereto in its entirety and fully incorporated herein by this reference, including, but not limited to, the amendments to the General Plan, the Zoning and Municipal Codes, the addition of a Chapter to the previously approved Hollywood Park Specific Plan, and proposed amendment and restatement of the previously approved Development Agreement in connection with that Specific Plan.

SECTION 2. That the City Clerk and all city officials shall incorporate the changes in city law hereby enacted into the General Plan, Zoning and Municipal Codes, Specific Plan and Development Agreement, and that all city officials and staff shall take all necessary steps to implement the initiative measure as enacted.

PASSED, APPROVED AND ADOPTED this 24th day of February, 2015.

James T. Butts, Jr., Mayor

ATTEST:

Yvonne Horton,
City Clerk

Attachment D

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RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INGLEWOOD, CALIFORNIA, CALLING AND GIVING
NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL
ELECTION ON TUESDAY, JUNE 2, 2015, FOR THE
SUBMISSION TO THE VOTERS THE CITY OF
CHAMPIONS REVITALIZATION INITIATIVE.

WHEREAS, pursuant to the California Elections Code, an initiative petition relating to the City of Champions Revitalization Initiative (hereinafter referred to as the "Initiative") has been submitted to the City Council (hereinafter referred to as the "City") of the City of Inglewood; and

WHEREAS, pursuant to California Elections Code Section 9214, the City has the option of submitting the Initiative, without alteration, to its voters; and

WHEREAS, the City desires to submit the Initiative to its voters for their consideration.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council, pursuant to the California Election Code and its right and authority, does order submitted to the voters at the **June 2, 2015** Special Municipal Election the following question:

"Shall the City of Champions Revitalization Initiative regarding the proposed development of a sports and entertainment zone, including a stadium, within the previously approved Hollywood Park Mixed-Use Development, generally located on the north of Century Boulevard, east of Prairie Avenue and South of Pincay Drive be approved?	YES
	NO

1 **SECTION 2.** The proposed Initiative for the above referenced measure
2 shall be in the form attached hereto as Exhibit 1 and is hereby incorporated into this
3 Resolution by this reference as if set forth in full.

4 **SECTION 3.** That the ballots to be used at the election shall be in the form
5 and content as required by law.

6 **SECTION 4.** That the City Clerk is authorized, instructed and directed to
7 procure and furnish any and all official ballots, notices printed matter and all supplies,
8 equipment and paraphernalia that may be necessary in order to properly and lawfully
9 conduct the election.

10 **SECTION 5.** That the polls shall be open at seven o'clock a.m. the day of
11 the election and shall remain open continuously from that time until eight o'clock p.m.
12 of the same day when the polls shall be closed, except as provided in §14401 of the
13 Elections Code of the State of California.

14 **SECTION 6.** That pursuant to Elections Code §12310, a stipend for
15 services for the persons named as precinct board members is fixed at the sum of
16 \$100.00 (one hundred dollars) for each Inspector and \$80.00 (eighty dollars) for each
17 Clerk for the election. The stipend for each precinct board member attending training
18 class and working at a polling place shall be fixed at the sum of \$25.00 (twenty five
19 dollars). The sum of \$50.00 (fifty dollars) shall be given to each inspector for the
20 pickup and return of precinct supplies and an additional \$50.00 (fifty dollars) for
21 Spanish translators. The rental for each polling place, where a charge is made, shall
22 be the sum of \$25.00 (twenty-five dollars) for the election. When required, the
23 compensation of the Custodian of a building shall be \$25.00 (twenty-five dollars) for
24 the election.

25 **SECTION 7.** That in all particulars not recited in the resolution, the election
26 shall be held and conducted as provided by law for holding municipal elections.

27 **SECTION 8.** The City Clerk shall certify to the passage and adoption of
28 this Resolution the same shall be in full force and effect immediately upon adoption.

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PASSED, APPROVED, AND ADOPTED this __24th__ day of February, 2015.

James T. Butts, Jr., Mayor

ATTEST:

Yvonne Horton, City Clerk

Exhibit 1

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:

BALLOT TITLE:

Initiative Measure Regarding the Proposed Development of a Sports and Entertainment Zone, including a Stadium, within the Previously Approved Hollywood Park Mixed-Use Development.

BALLOT SUMMARY:

The proposed initiative measure indicates that the project would authorize the owners of the property at the former Hollywood Park Race Track to incorporate a multi-purpose stadium with fixed seating capacity of up to 80,000 for professional sports, including football and soccer, as well as concerts, and other entertainment uses into the previously approved Hollywood Park mixed-use project. The initiative would also authorize the construction of an approximately 6,000 seat in-door entertainment venue, and additional retail, and business uses, if the stadium is developed.

The proposed multi-use development would be located on approximately 298 acres that encompass the site of the former Hollywood Park Race Track including 60 acres of surface parking north of the former track. The stadium itself would be centrally located on the site, near the corner of Prairie Avenue and Pincay Drive.

The initiative provides for the payment of specified fees, taxes, and exactions to the City and reimbursement of certain city costs, including police and fire services, if City revenue levels are met. The initiative would provide for a local hiring goal, job training programs, new jobs, funding for after-school programs, increased tax revenue to the City of Inglewood, new residential units and dedication and improvement of approximately 25 acres of public park, open space, pedestrian and bicycle access. The initiative requires the developer to implement a number of specified environmental mitigation measures in connection with the construction of the stadium and related development, and to fund construction of all necessary infrastructures for the project. The initiative places a cap on the existing admission ticket tax applicable to venues with 22,000 seats or more.

The initiative would amend the City's General Plan; amend the Inglewood Zoning and Municipal Codes; add a chapter to the Hollywood Park Specific Plan, previously approved by the City in 2009 (Ordinance Numbers 2009-12 and 2014-01); and propose to amend and restate the Development Agreement adopted by the City in 2009 (Ordinance No. 2009-14) in connection with the prior Hollywood Park Specific Plan, all in a manner to permit the new development.

Notice of Intent to Circulate Petition

Notice is hereby given by the person whose name appears hereon of his intention to circulate a petition within the City of Inglewood for the purpose of amending the City's General Plan and Municipal Code, amending and restating the Hollywood Park Development Agreement, and adding a new chapter to the Hollywood Park Specific Plan, in each case to authorize the development of a stadium and entertainment district at Hollywood Park under the conditions specified herein. A statement of reasons of the proposed action as contemplated in the petition is as follows:

The "CITY OF CHAMPIONS REVITALIZATION INITIATIVE" will:

- A. Allow the City to continue its legacy of providing the region with world-class sports and entertainment as the City of Champions by permitting the construction of a state-of-the-art, energy efficient stadium and an entertainment district, which could enable the City to attract major professional sports teams or franchises, as well as other regional, national and international sporting events. No public dollars will be used to build the stadium. All costs of building the stadium will be paid by the private landowner that is building it, not the taxpayers or City government.
- B. Create thousands of new jobs (including new construction jobs and permanent jobs) and generate billions of dollars for our local economy, according to economic projections. It would also produce at least a \$25 million increase in estimated annual revenues to the City, which revenues are expected to increase over the life of the project. 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.
- C. Facilitates the investment of hundreds of millions of dollars in private funding to create a world-class venue and an entertainment center that will secure a revitalized future and economic prosperity for the entire City.
- D. Create approximately 25 acres of new parks, playgrounds, and public recreation areas. The stadium could also host local events such as high school football, soccer games, and graduations.
- E. Modernize and improve roads, parking lots, and pedestrian paths as part of the project's infrastructure plan.
- F. Transform underutilized asphalt lots and the former racetrack into a vibrant mixed-use community where local residents can live, work, shop and play.
- G. Create a new source of revenue for the City to fuel economic activity, benefitting local businesses and producing tens of millions of dollars in new revenues each year to help balance the City budget, provide improved public services like more police and fire, and fund after-school programs.

/s/ Melvin M. Robert Jr.

Melvin M. Robert Jr.

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 allows for the proposed construction of a new Stadium, at no cost to the City or taxpayers, with up to approximately 80,000 fixed seats and an ancillary, multi-purpose, enclosed performance venue of up to approximately 6,000 fixed seats, while reconfiguring the previously-approved uses in the Hollywood Park Specific Plan to allow up to approximately 890,000 square feet of retail, up to approximately 780,000 square feet of office, up to 300 hotel rooms, up 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, further 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 directly 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 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 298-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.

- O. 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.

SECTION 3. Amendments to General Plan and Zoning and Municipal Code.

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 ~~strikethrough~~):

"Major Mixed-Use Land Use.

Within the City of Inglewood, there are approximately ~~238~~ 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 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 ~~strikethrough~~):

"Of these sites, the largest is Hollywood Park Tomorrow and an adjacent 60-acre property located immediately north of the Hollywood Park Tomorrow site (238 298 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 development 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 that allows a stadium 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 4-4: Parking Requirement by Housing Unit Type

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

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 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 also 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."

7. 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 238-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 onsite 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 463.3-298 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 housing densities permitted by right range from 15-85 dwelling units per acre. Fifty-eight (58) properties can be developed at a density of 15 du/ac and the remaining 146 can be developed at 30 du/ac or greater. When built out under the current Hollywood Park Specific Plan, the site will 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 exchange for various reductions or increases to the amounts 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 projected 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 to begin at any time after the ministerial Planning and Building plan check process is completed. As of Fall 2013, building plan check is in process or has been completed for infrastructure improvements and portions of the open space/recreational facilities proposed under the Hollywood Park Specific Plan.~~

~~The housing developed 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 curbside 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.

B. Zoning and Municipal Code Amendments.

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."

4. Section 10-6 of Article 2 (Use of Streets) of Chapter 10 (Public Works) of the Municipal Code is hereby amended as follows (new text shown as underlined, and deleted text shown as ~~strikethrough~~):

"Section 10-6. Obstruction in Streets Prohibited. It shall be unlawful for any person to erect, construct, place, maintain, leave or abandon any building, fence, porch, steps, post, pole, track, wire, pipe, conduit or other structure in whole or in part in or upon any street within the City; and it shall be unlawful to affix, paint, maintain, leave or abandon any sign, placard, notice, advertisement, seat, table, stand, material or other obstruction in any street within the City, without a permit in writing to do so from the Public Works Director; provided, however, that the provisions of this Section shall not apply:

(1) To United States Mail boxes;

(2) To poles and facilities of public facilities lawfully using the public streets of the City;

(3) To portable and usual garbage and rubbish receptacles when conforming to and placed in accordance with the rules and regulations of the City with reference thereto;

(4) To notices, placards, posters or any of the other articles or means above mentioned or referred to, erected or placed by any City or other public officer, official or employee acting with the scope of his office or employment as such public officer, official or employee;

(5) To signs in the public right-of-way that are approved as part of a Master Sign Plan in connection with a Sign Overlay Zone as set forth in Article 17.3 of Chapter 12 of this Code; and

(6) To signs in the public right-of-way that are adjacent to property that is zoned Hollywood Park Specific Plan (HPSP)."

5. Section 12-31.7 (Land Use Plan) of Article 10.1 (Hollywood Park Specific Plan 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 12-31.7. 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."

6. A new Section 12-31.15 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 12-31.15. 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 issued 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 add a new Chapter 6 entitled 'Stadium Alternative Project', and as may be amended from time to time."

7. 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."

8. 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."

9. 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 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, landscaping and other adopted City 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 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(5), 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 2 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 2, so long as noise exceeding the limits in Article 2 does not extend beyond 12:00 a.m."

SECTION 4. Addition of Stadium Alternative Chapter to Hollywood Park Specific Plan.

- 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 5. Adoption of Amended and Restated Hollywood Park Development Agreement.

- A. In order to allow the proposed Stadium as an alternative use of the Site from what is currently reflected in the Hollywood Park Development Agreement, and to secure the extraordinary public benefits of the Proposed Development, the Hollywood Park Development Agreement between the City and the current owners of the Hollywood Park Parcels is proposed to be amended and restated, subject to the concurrence of the private Landowners that are parties thereto, in the form set forth on Exhibit E attached hereto and incorporated herein by reference, with new text shown as underlined, and deleted text shown as ~~strikethrough~~. The provisions of the Development Agreement as set forth in Exhibit E are consistent with the General Plan, and the Development Agreement is hereby adopted and approved.
- 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 Development Agreement shall be deemed to reference the Hollywood Park Development Agreement as amended and restated by this Initiative, subject to the provisions of Section 50 set forth therein.

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. The planning and zoning provisions of the Municipal Code, and the Hollywood Park Development Agreement as amended and restated by this Initiative are consistent with (and shall at all times be interpreted to be consistent with) the Hollywood Park Specific Plan. The Proposed Development is consistent with (and shall at all times be interpreted to be consistent with) objectives and policies of the General Plan Land Use Element, in that it promotes sound economic development and increases employment opportunities for the City's residents by responding to changing economic conditions; promotes Inglewood's image and identity as an independent community within the Los Angeles metropolitan area; promotes the maintenance, rehabilitation, and modernization of the City's housing stock; promotes the development of commercial/recreational uses which will complement those which already are located in Inglewood; and expands opportunities for cultural and social growth for the City's residents. The Proposed Development is consistent with (and shall at all times be interpreted to be consistent with) the objectives and policies of the General Plan Housing Element. The housing inventory set forth in Appendix F of the adopted Housing Element anticipates a minimum of 1,975 dwelling units from the Original Project on the Hollywood Park Specific Plan site, and the Proposed Development has a base program of 2,500 dwelling units. The Proposed Development includes an additional 60-acres that could also be developed with housing, such that the Proposed Development continues to provide an adequate site to meet Inglewood's regional housing needs and will not result in a reduction in the overall potential development capacity for housing. In 2009 and again in 2014, the Hollywood Park Specific Plan was found to be consistent with the Los Angeles County Airport Land Use Commission ("ALUC") Land Use Compatibility Chart. The land use plan for the Stadium Project Alternative set forth in Chapter 6 of the Hollywood Park Specific Plan sites a stadium and ancillary performance venue on the Property, and rearranges and harmonizes the land uses and related development standards from the original Specific Plan to accommodate the stadium and its supporting infrastructure, and the Hollywood Park Specific Plan remains consistent with the ALUC Land Use Compatibility Chart. The Proposed Development is consistent with (and shall at all times be interpreted to be consistent with) the objectives and policies of the General Plan Noise Element in that it has incorporated mitigation measures and operational standards related to noise reduction. Moreover, the stadium located within the Proposed Development will be partially sunk into the ground which will work to reduce noise impacts from events. The Proposed Development would include an iconic, world-class energy-efficient stadium that incorporates state-of-the-art environmental sustainability features that meet LEED certification standards.

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, this measure shall control in its entirety and the other measure or measures shall be rendered void and without any legal effect. If this Initiative is approved by a majority of the voters but does not receive a greater number of affirmative votes than any other conflicting Initiative, this Initiative shall take effect to the extent permitted by law. Notwithstanding anything to the contrary contained herein, under no circumstance shall any such competing ballot measure impact, diminish, or in any way otherwise divest the rights of any Landowner under the existing Hollywood Park Development Agreement.

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.

SECTION 9. Implementation.

- A. This Initiative is not intended to preempt or conflict with state or federal laws or regulations, and shall be so construed and applied. This Initiative (including but not limited to all exhibits thereto) is also intended to be and shall be construed as consistent with each and every element, provision, and map, and the whole of the City's General Plan. To the extent permitted and required by law, the City shall amend any other elements or provisions of the General Plan and Municipal Code, including all exhibits and figures, and all other City ordinances, policies and implementation programs or policies as soon as possible in order to implement this Initiative and to ensure consistency between this Initiative and other elements of the General Plan and Municipal Code.

- 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 is 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."

SECTION 14. Exhibits.

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 sets forth a legal description of, and Exhibit A-2 includes a depiction of, the Site. Exhibit B-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 set 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 FROM THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, DISTANT THEREON SOUTH 89° 59' 12" EAST 1322.40 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION, SOUTH 0° 2' 22" EAST 2590.40 FEET TO THE NORTHERLY LINE OF CENTURY BOULEVARD, 100 FEET WIDE.

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

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

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

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

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

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

ASSESSOR'S PARCEL NO: 4025-011-025, 026, 027

PARCEL 2:

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

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

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

PARCEL 3:

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

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

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

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

PARCEL 4:

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

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

APN'S: 4025-011-038, 039, 040 & 041 (FORMERLY PORTION OF 4025-011-037)

Exhibit A-2- Depiction of the Site

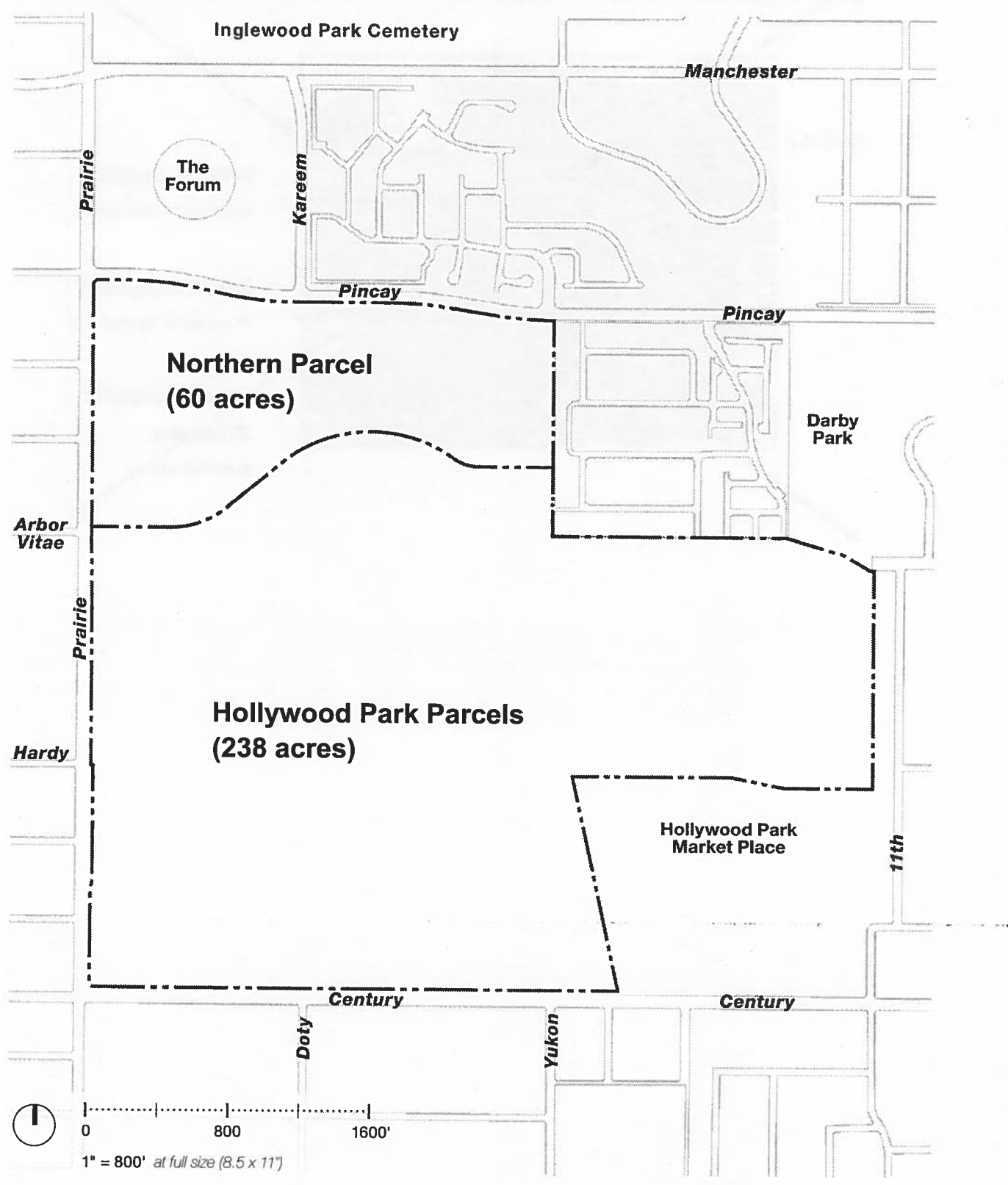


Exhibit B-1 - General Plan Land Use Map to be Repealed

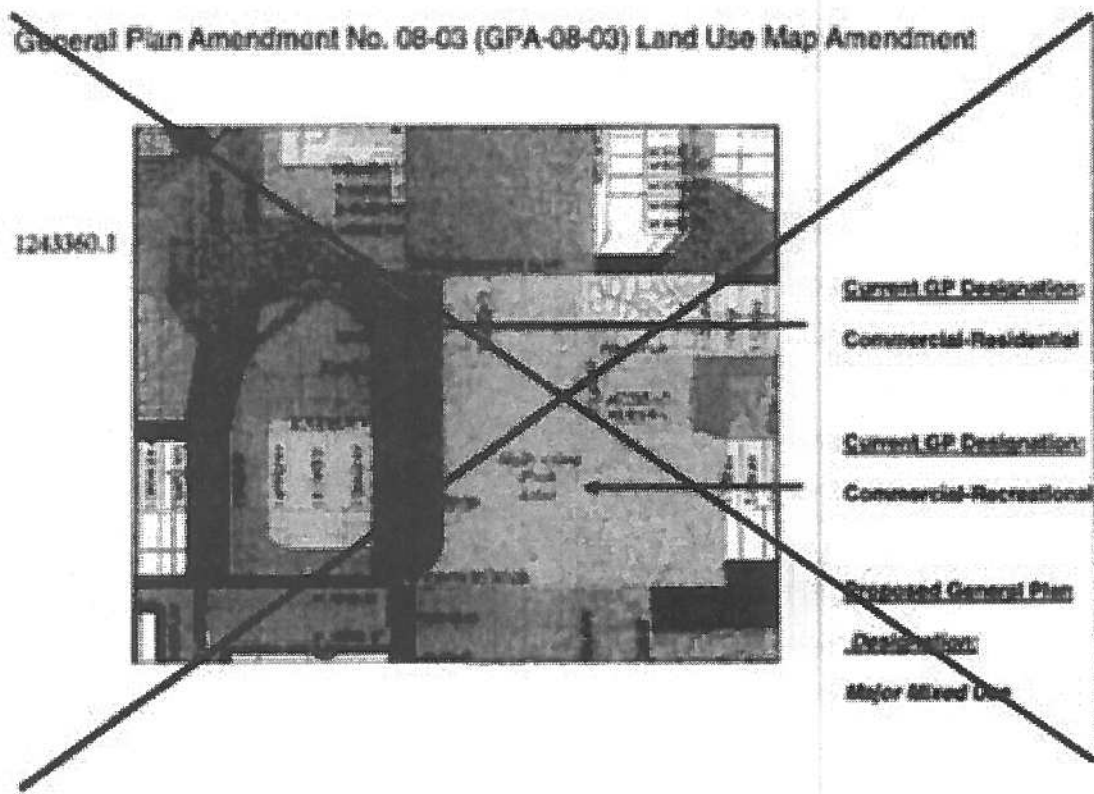


Exhibit B-2- General Plan Land Use Plan - Major Mixed-Use Designation

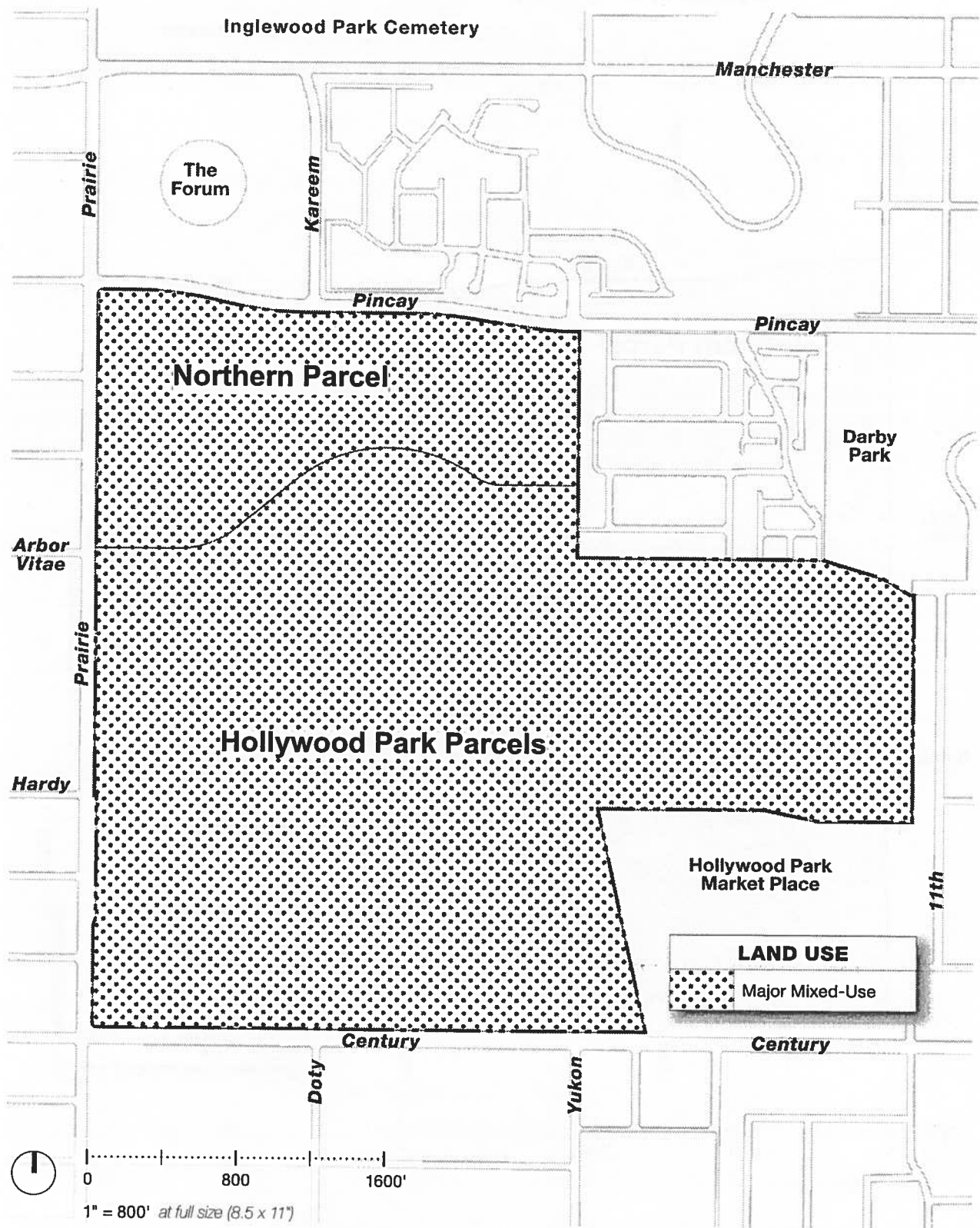


Exhibit C- Zoning Map Amendment

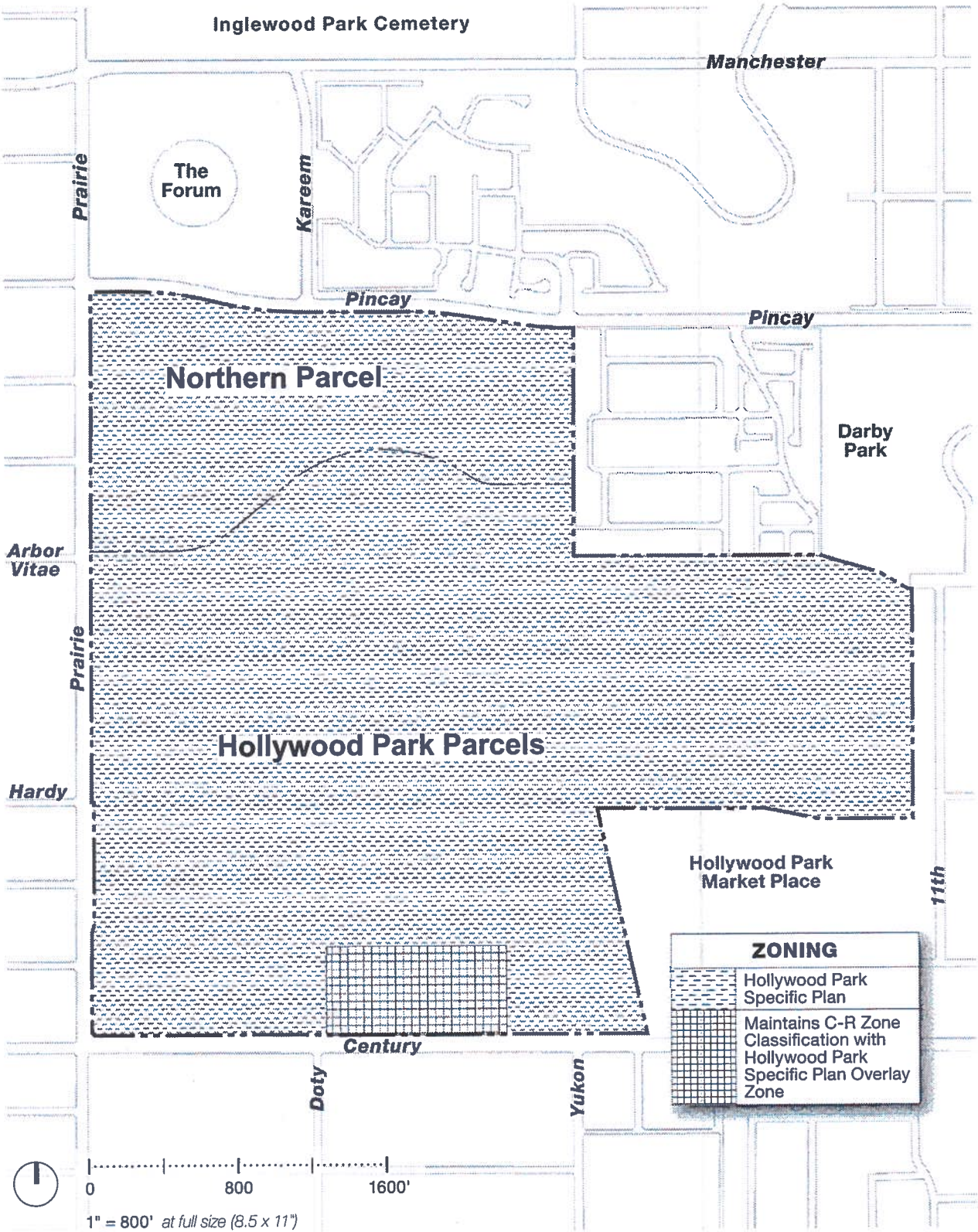


Exhibit D - Hollywood Park Specific Plan, Chapter 6

[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

Land Use Type	Maximum Aggregate Development
Residential*	2,500 dwelling units
Retail*	890,000 square feet
General Office*	780,000 square feet
Hotel**	300 rooms
Casino	120,000 square feet
Civic	Use and intensity to be determined***

* 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.

From	To Residential	To Retail	To Office	To Hotel
1 residential unit	--	97 SF	270 SF	0.58 rooms
1,000 SF retail	10.29 units	--	2,780 SF	5.98 rooms
1,000 SF office	3.7 units	360 SF	--	2.15 rooms
1 hotel room	1.72 units	167 SF	465 SF	--

** 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

Housing Type	Minimum Density (gross)	Maximum Density (gross)
Mixed-Use Residential*	N/A	85.0 du/ac**
Single-Family	N/A	15.0 du/ac
Townhome	15.0 du/ac	30.0 du/ac
Wrap/Podium*	15.0 du/ac	85.0 du/ac**

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 6-3 – LAND USE TABLE

	MU	R	C-R	C	OS	SE	I
Acupressure Establishment*	S						
Acupressure or Massage within Acupuncture or Chiropractor Establishment, Accessory*	S						
Acupuncture or Chiropractor Establishment*	X						
Agricultural and Horticultural Use	A				X	A	
Animal Shows, Exhibits and Competition			PL			X	
Antique Store	X						
Art Gallery	X					A	
Assembly Use (including, but not limited to, Religious Facility)	S			S		X	
Athletic, Social, Entertainment, Dining, Recreation and Leisure Event	X		X		X	X	X
Auditorium	X		S ¹	X		X	
Automobile Retail Storefront	X					S	
Bar (on-site service of alcohol as primary use)	S ¹		S ¹			X	
Beauty or Cosmetology Salon* Up to 1 establishment Others	M S						
Bicycle Route	X	X	X	X	X	X	X
Bowling Alley	X					X	
Card Club (over 100,000 square feet)			X				
Carnival	PL		PL	S	PL	PL	PL
Catering Services	X					X	X
Check Cashing Service	S		A				
Child Care Center	X			X	X	X	
Civic Use	X			X		X	
Commercial Broadcasting Antennas, Cellular Telephone, Antenna Installations and Telecommunication Facilities	S		S	S	S	X	S
Community Center	X			X	X	X	
Community Garden	X	X		X	X		
Convention and Conference Facilities	A		X			X	
Counseling/Tutoring Group (10 or fewer students)	X						
Counseling/Tutoring Group (over 10 students)	S						
Day Care Facility (over 6 children)	X			X	X	X	
Detached Garage	A	A	A	A			
Dry Cleaning	X						
Farmer's Market	PL				PL	PL	PL
Freestanding Automated Teller Machine (ATMs)	X		X			X	
Financial Institution (excluding check cashing service)	X					X	
Game, Video or Film Arcade (3 or fewer machines)	X		A			X	
Game, Video or Film Arcade (over 3 machines)	X		S			X	
Gateway Element/ Entry Monument	X	X	X	X	X	X	X
Grocery Store	X						

	MU	R	C-R	C	OS	SE	I
Guest House, Accessory		A					
Gymnasium or Health Club	X					X	
Hiking Trail		X			X	X	
Sales or Home Finding Center	X	X				X	X
Home Occupation	X	X					
Hotel and Motel (100 rooms minimum)	X					X	
Hotel and Motel (under 100 rooms)	S					S	
Insurance Institution	X					X	
Jewelry Store	X						
Key Repair	X						
Library				X			
Live Performance Theater	S			X		X	
Live Telecast and Filming ⁸	X		X		X	X	
Live/Work Unit	X ^{2,3}						
Marketplace Retail	X						
Massage Therapy or Spa ⁴							
<i>Up to 1 establishment</i>	M						
<i>Others</i>	S						
Medical Office	X						
Movie Theater	X					X	
Multiple Dwelling (including residential condominiums)	X ³	X ³					
Multi-Tenant Shopping Center	X					X	
Mural	X		X		X	X	X
Museum	X			X		X	
Music Lounge/Night Club (i.e. Jazz or Salsa Club)							
<i>Up to 1 establishment</i>	X ¹					X	
<i>Others</i>	S					X	
Off-Site Sale of Alcohol (Liquor or Wine Store)	S ¹					S ¹	
Off-Site Sale of Alcohol in Grocery Stores Over 10,000 Square Feet in Area	A ¹					A ¹	
On-Site Service of Alcohol <i>Up to 10 establishments</i> <i>Over 10 establishments</i> <i>Within an Area of Undue Concentration</i>	M ¹ S ¹ S ¹		M ¹ S ¹ S ¹			M ¹ N/A N/A	
One-Family Dwelling		X					
Other Uses Permitted in the "C1" Zone in the Inglewood Municipal Code, as amended	X					X	
Other Uses Permitted with a Special Use Permit in the "C1" Zone in the Inglewood Municipal Code, as amended	S					S	
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			X			X ⁹	X ¹¹
Outdoor Vendor	X				X ¹⁰		X
Outdoor Screening Area	X		X		X	X	X
Park	X	X	X	X	X	X	

	MU	R	C-R	C	OS	SE	I
Parking Lot or Structure	X	A	X	X	A	X	X
Parkway	X	X	X	X	X	X	X
Pedestrian Paseo	X	X	X	X	X	X	X
Pet Sales and Grooming	X						
Pharmacy	X						
Playground	X	X		X	X	X	
Pool Hall	X					X	
Private Club	X				X	X	
Professional Office	X		X			X	
Public or Quasi-Public Use	X			X		X	
Public or Private Recreation Area	X	X		X	X	X	
Pyrotechnic Displays (e.g., Fireworks)					PL ⁷	PL ⁷	
Radio Broadcasting Facility	X					X	
Rest Home	X	X					
Restaurant, Cafe, Delicatessen or Bakery (Indoor and Outdoor)	X		A	A		X	
Retail Sales (Furniture, Apparel, Books, Groceries, Hardware, Paint, Automotive Parts, Prepared Food, Gifts, Toys, Flowers, Plants, etc.)	X		A			X	
Satellite Horse Race Wagering			X			X	
School (Public or Private)	X	X		X			
Senior Citizen Dwelling	X	X					
Shed		A			A	A	X ¹²
Shoe Repair	X						
Shopkeeper Unit	X ²						
Special Event	X ⁵		X ⁵	X ⁵	X ⁵	X	X ⁵
Stadium						X	
Tailgating ⁶	X		X	X	X	X	X
Tailoring	X						
Telecommunications Facilities	X		X	X		X	
Watch Repair	X						

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.

12 - Refer to Section 6.2.3.4(9) below.

A	=	Accessory Use
M	=	Minor Administrative Permit Required
PL	=	Permit and License approval required
S	=	Special Use Permit Required
X	=	Permitted Use

6.2.3.2 Accessory On-Site Service and Consumption of Alcohol; Tailgating

The provisions of Section 2.4.2 – *Accessory On-Site Service and Consumption of Alcohol*, and the limit on ministerial Minor Administrative Permits, shall apply to all zones within the Hollywood Park Specific Plan area other than the Sports and Entertainment Zone.

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.

(7) *Temporary Covered Areas, Seats, Table and Stands.* Shade structures, canopies, seats, tables, and/or stands of a non-permanent nature.

(8) *Temporary Fencing and Barriers.* Temporary fencing and barriers for crowd and traffic control.

(9) *Temporary Transportable Enclosures.* Trailers, mobile homes, recreational vehicles, cargo containers or similar transportable enclosures utilized for temporary commercial, office, or storage uses related to the temporary uses set forth above in this Section 6.2.3.4.

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 hierarchal 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 bounding 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.

6.2.4.3.2 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 6-5—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 streetscene. 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

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

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

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

- * 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.

TABLE 6-6– PERMITTED SETBACK ENCROACHMENTS

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

* 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.

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 it 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.

(4) 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.

6.2.11 RESERVED

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*.

TABLE 6-7 – ADDITIONAL PERMITTED SIGNAGE OUTSIDE OF THE SPORTS AND ENTERTAINMENT ZONE

Sign Type	Number of Permitted Signs	Maximum Sign Area	Maximum Height (Free-standing)	Other Design Guidelines
Primary Identity Signage	2	No limit on number of sign faces; not to exceed a total aggregate maximum of 3,165 sq. ft. for each sign	100 feet	May be illuminated, subject to <i>Section 6.2.14.4</i> . May include Digital Displays, subject to <i>Section 6.2.14.5</i> .
Entry Monuments / Project Entrance Gates	12	No limit on number of sign faces; not to exceed a total aggregate maximum of 600 sq. ft. for each sign	30 feet	May be illuminated, subject to <i>Section 6.2.14.4</i> . May include Digital Displays, subject to <i>Section 6.2.14.5</i> .

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

- 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.
- 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.
- 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, marquee, 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.
- 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.
- 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

- Parking
- Dog park with pet waste disposal containers
- Water-efficient irrigation system

Potential program amenities for the Community Center include the following:

- Community center
- Pools, tennis courts, or other active amenities
- Restroom
- Outdoor fireplace and seating area

6.3.3 BUILDING PLANNING AND ARCHITECTURE

"Buildings" in this section refer to all residential, commercial or mixed-use buildings unless a specific building type is referenced.

- Buildings should be arranged to create a variety of outdoor spaces including courtyards, plazas, squares, eating areas, arcades, and/or usable open spaces.
- Buildings should be oriented toward streets, pedestrian pathways, and/or active spaces.
- Outside of the Sports and Entertainment zone, open areas (residential, commercial, or mixed-use) shall be designed large enough to be usable, but, not so large as to appear empty or barren. Within the Sports and Entertainment zone, open areas shall contribute to the overall architectural identity of the stadium area, and may be large in scale for both aesthetic and functional purposes.
- Architectural treatments, structures, and/or landscape sheltering pedestrian walkways, such as arbors or pergolas, are encouraged.
- Pedestrian and vehicular circulation routes shall be intuitive, well-defined, and easily discernible for appropriate and functional maneuverability and activity levels.

6.3.4 STADIUM AND PERFORMANCE VENUE DESIGN PARAMETERS

The stadium shall be located within the Sports and Entertainment zone of the Hollywood Park Specific Plan area as shown on *Exhibit 6-9 – Stadium Design (Aerial View)*. The stadium shall contain up to approximately 80,000 fixed seats, and may be partially enclosed with a roof that may be transparent and/or able to be opened to the sky. The stadium shall be designed to accommodate a wide range of sporting and entertainment events. As depicted on *Exhibit 6-10 – Stadium Height Measurement Example*, the height of the stadium shall not exceed two hundred ninety feet (290') AMSL. For reference, the proposed average grade around the stadium will range from one hundred fifteen feet (115') to one hundred forty-five feet (145') AMSL. The depth of the stadium shall be no lower than twenty feet (20') AMSL. Excavation of the stadium may result in grading quantities that are not able to be balanced on-site. Export of excess fill, if any, is permitted. 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 approximately 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.

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 is 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 than 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/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 or 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 further parcelizing the site or individual buildings 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, parcels 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 initiative process regarding the best direction for the Hollywood Park site today – namely, the insertion of a world-class sports and entertainment complex into the original vision of the Hollywood Park master plan. Inglewood voters have expressed a strong desire for a state-of-the-art stadium and its related infrastructure, in order for such stadium to serve as the economic driver of the larger mixed-use development at Hollywood Park, and more broadly as a catalyst of national and international investment in the revitalization of Inglewood. In order to most efficiently implement the will of the voters, and to meet a timeline for stadium development that allows Inglewood to realize these extraordinary community benefits in the earliest possible timeframe, while at the same time addressing legitimate planning concerns, this Specific Plan provides for three development areas depicted on *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 plaza areas 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 presented 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

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 plot 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 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 Review 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 requested by the Project Applicant at any time prior to the expiration of the approved Plot Plan. Major alterations to Plot Plans shall require a new application and shall be made according to the procedures as set forth herein for the review and approval of Plot Plans.

In the event the applicant does not concur with the interpretation by the Economic and Community Development Department Director or his or her designee, pertaining to the requirements of the Plot Plan Review or with any correction imposed upon the Project Applicant's plans by the Director or his or her designee, the Project Applicant may appeal the interpretation, decision or correction by filing a written notification of appeal with the Director. The same fee as specified in Article 29, Chapter 12 of the Inglewood Municipal Code for a "Special Use Permit Appeal" (as the same may be updated from time to time) is required to cover the cost of processing the appeal. The Planning Commission shall consider the appeal at its next regular meeting held not less than thirty (30) days after the filing of the appeal, subject to a thirty (30) day extension period which the City may exercise in its sole discretion. The determination of the Planning Commission may be appealed to the City Council in the same procedural manner as a Special Use Permit, provided that in each case on appeal the review shall be limited to a determination of whether the proposed plot plan is consistent with 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 6-2- Vehicular Circulation Plan

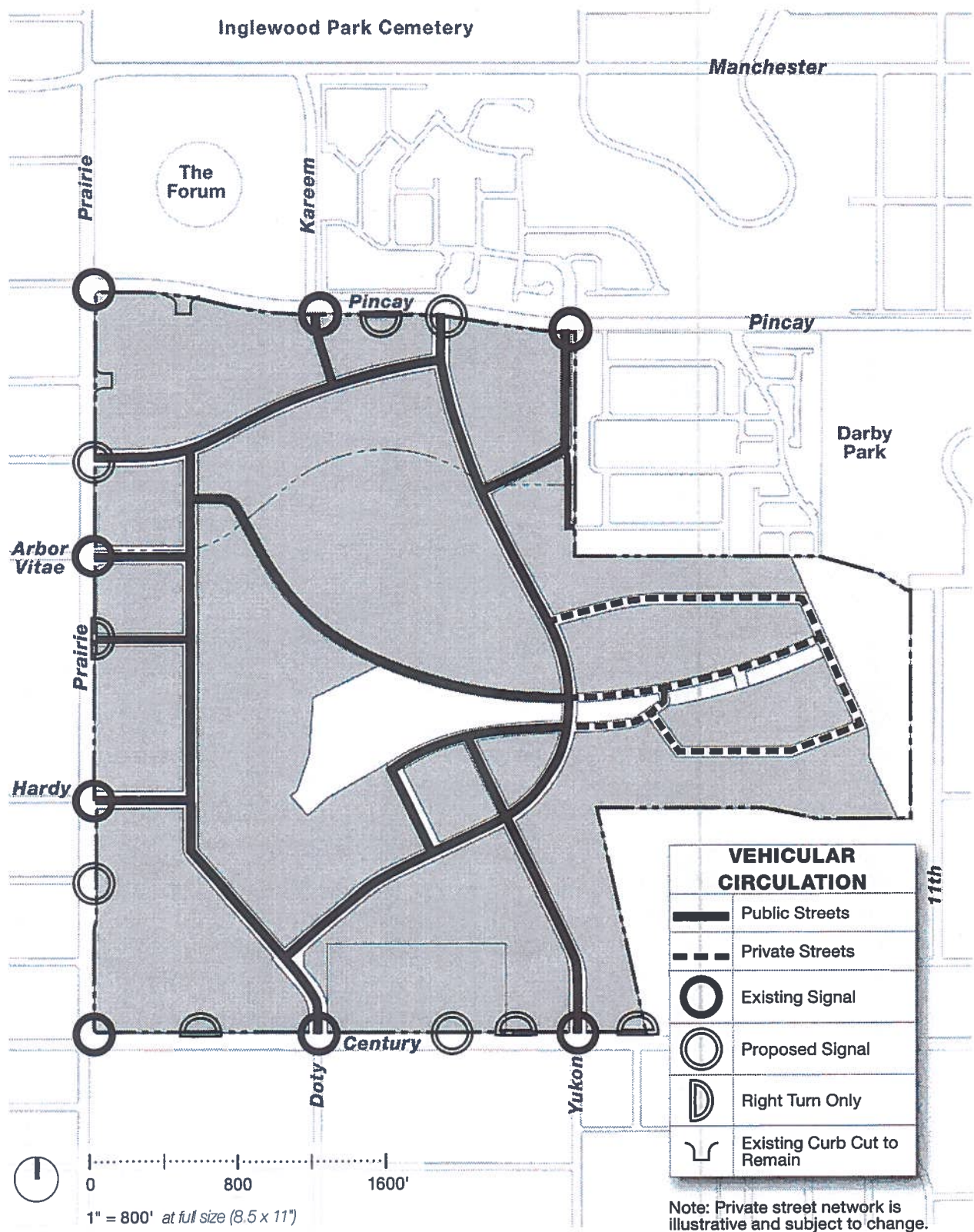


Exhibit 6-3- Bicycle Circulation Plan

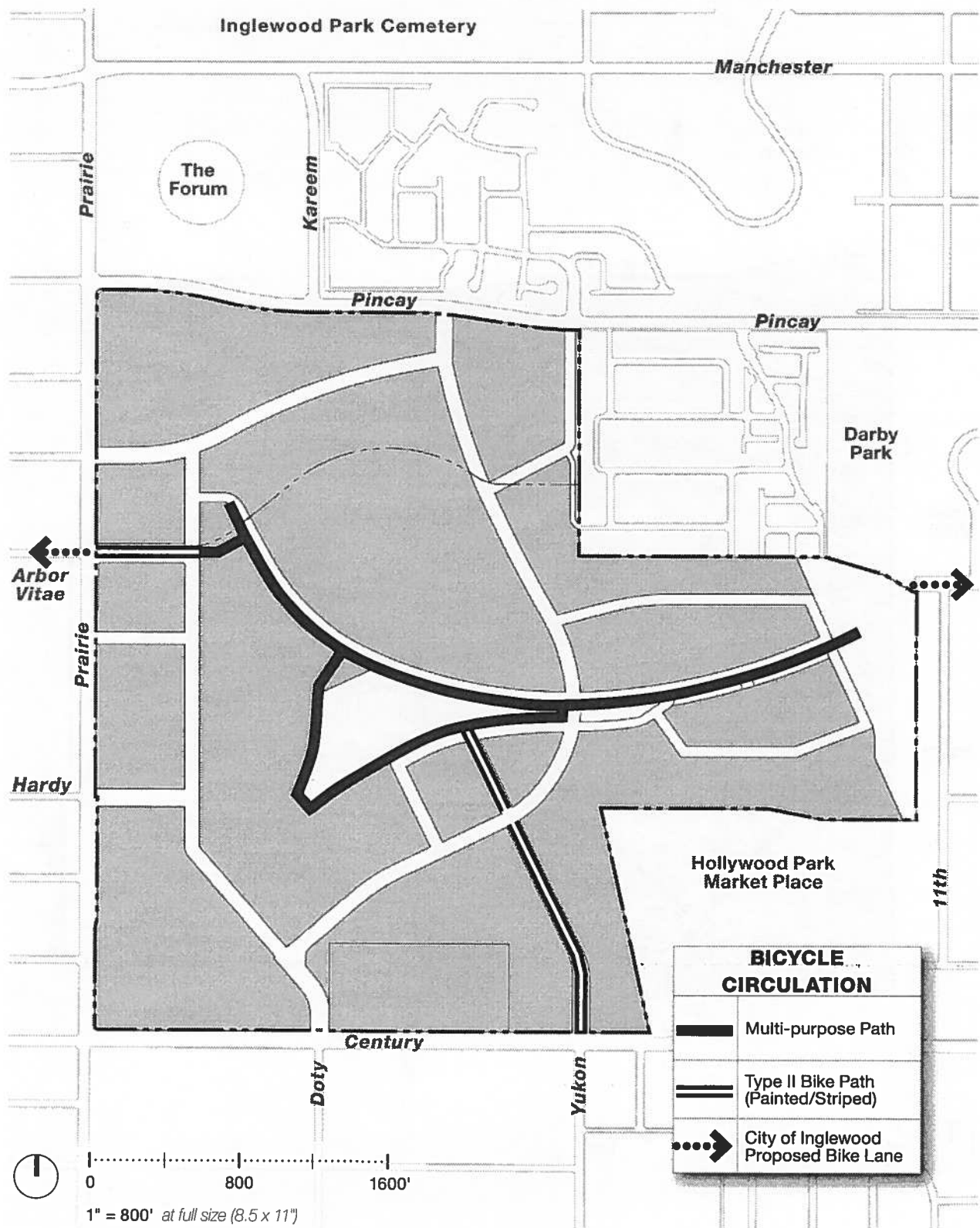


Exhibit 6-4- Street Sections - Index Map

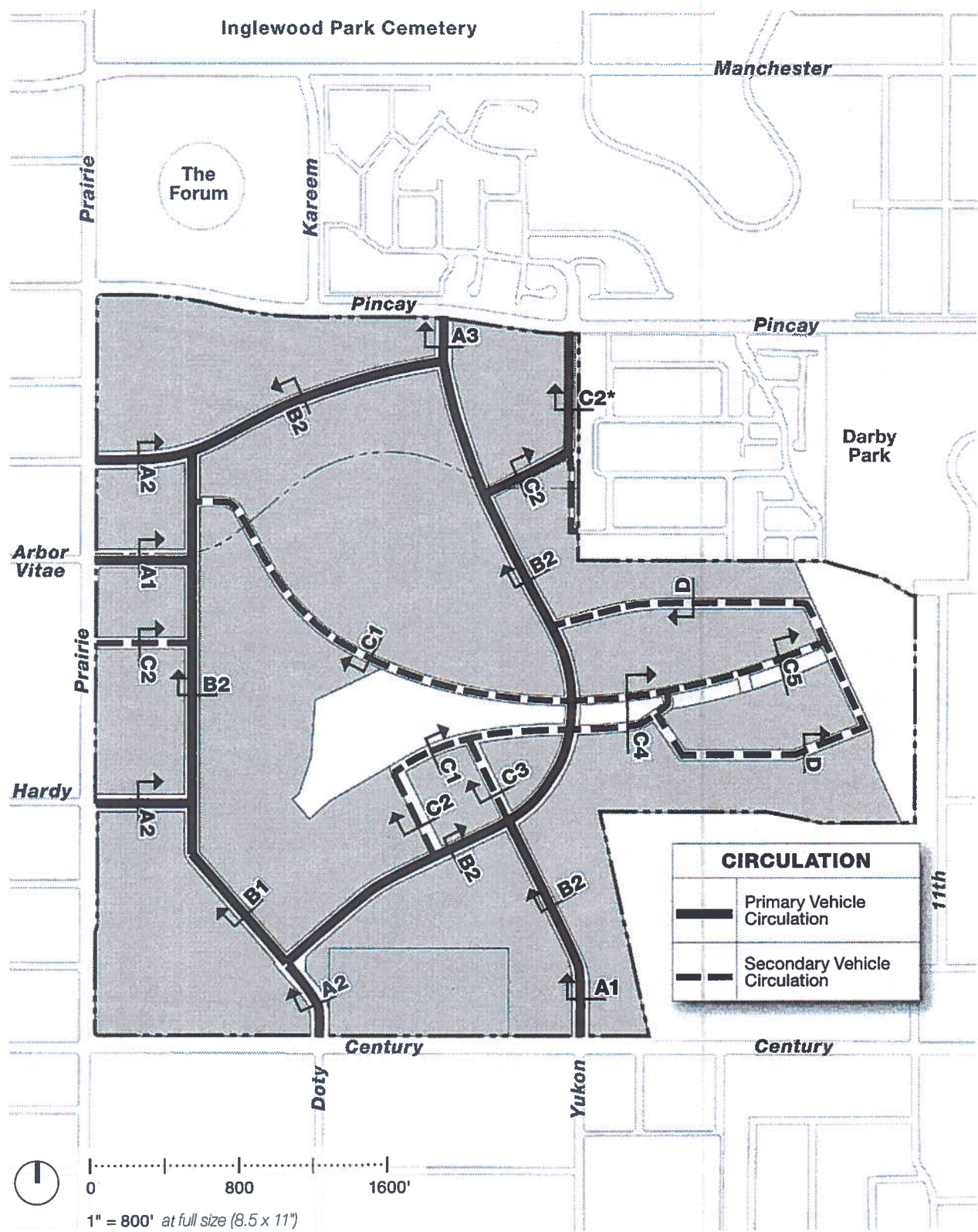


Exhibit 6-4- Street Sections

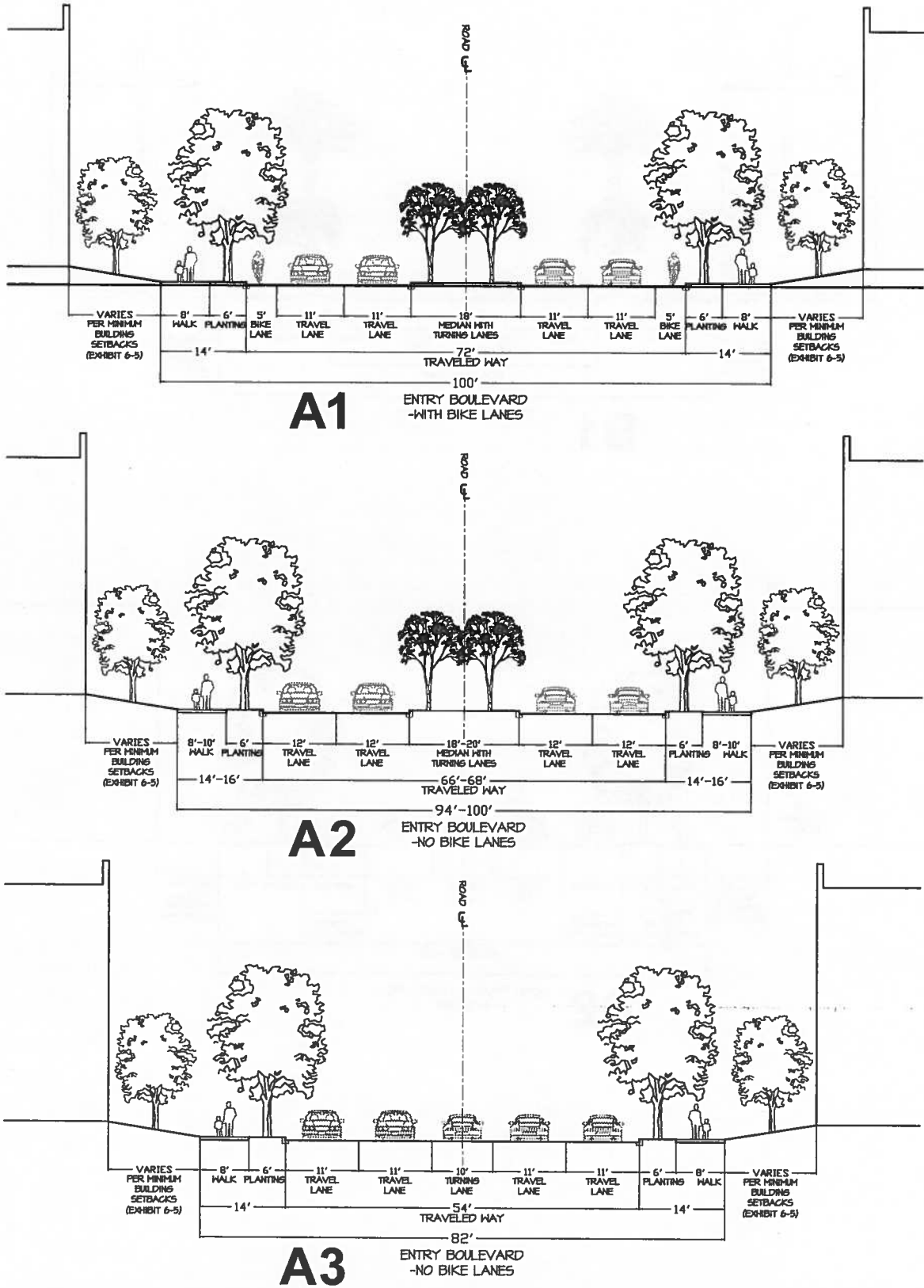


Exhibit 6-4- Street Sections

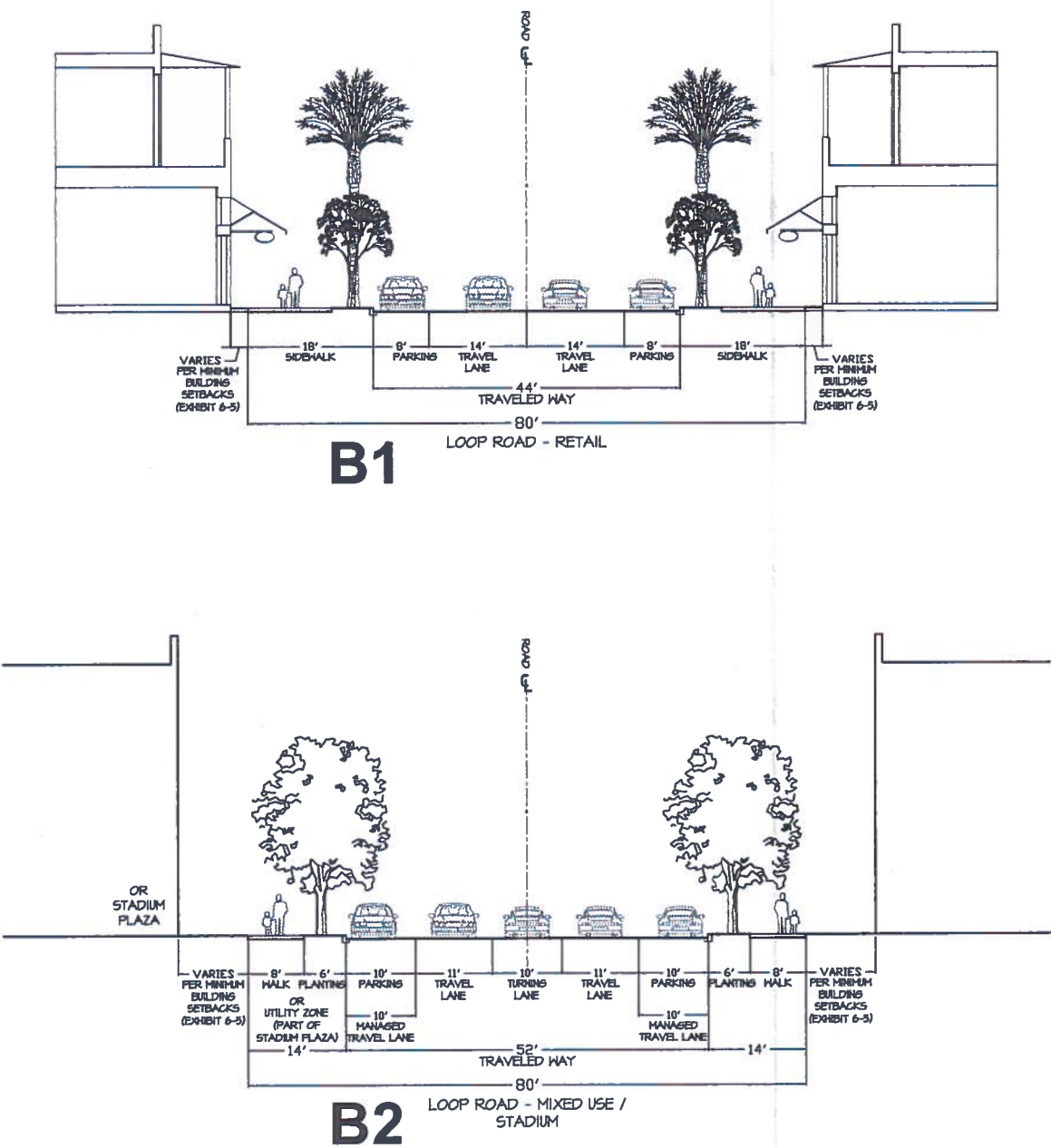


Exhibit 6-4- Street Sections

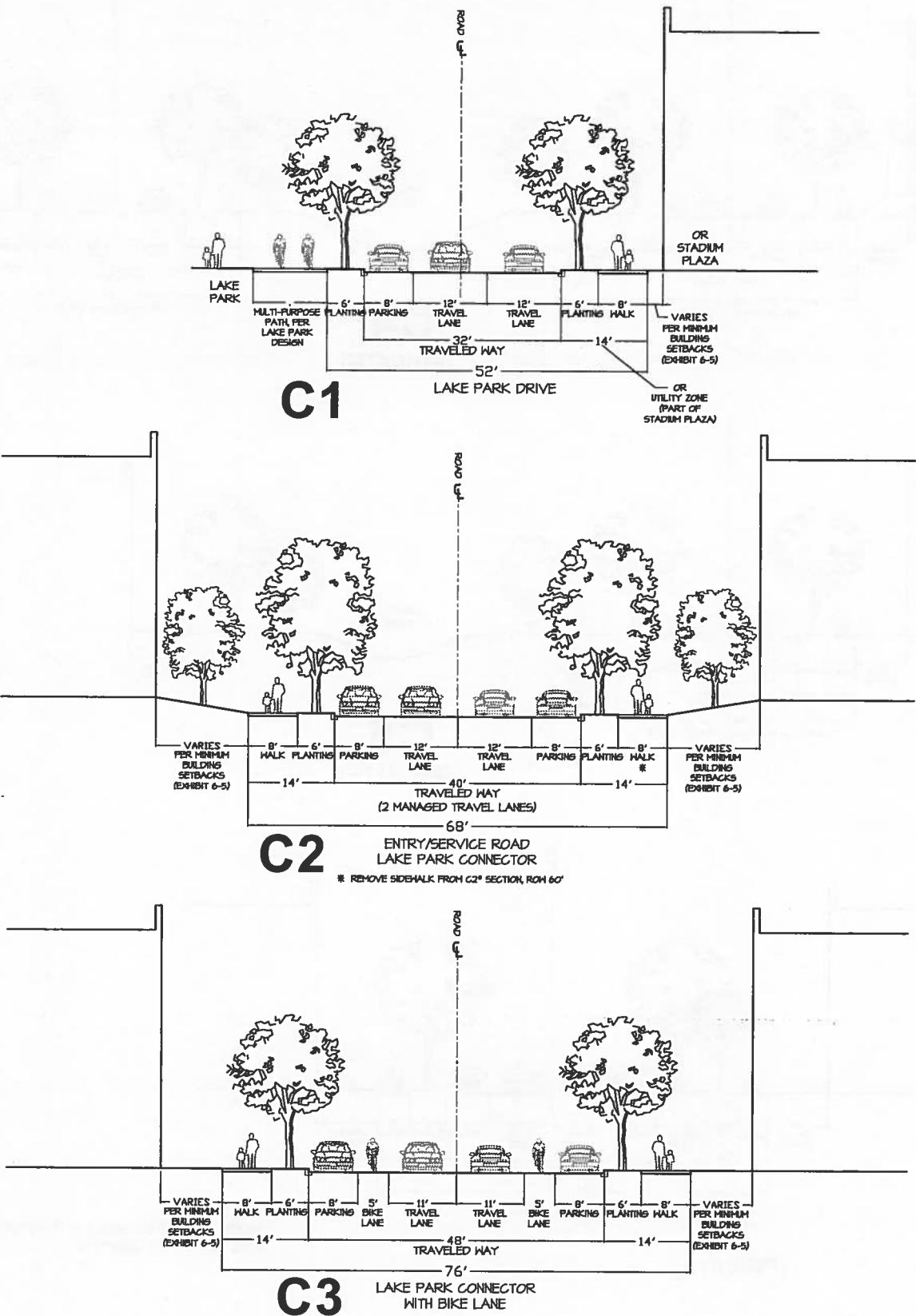
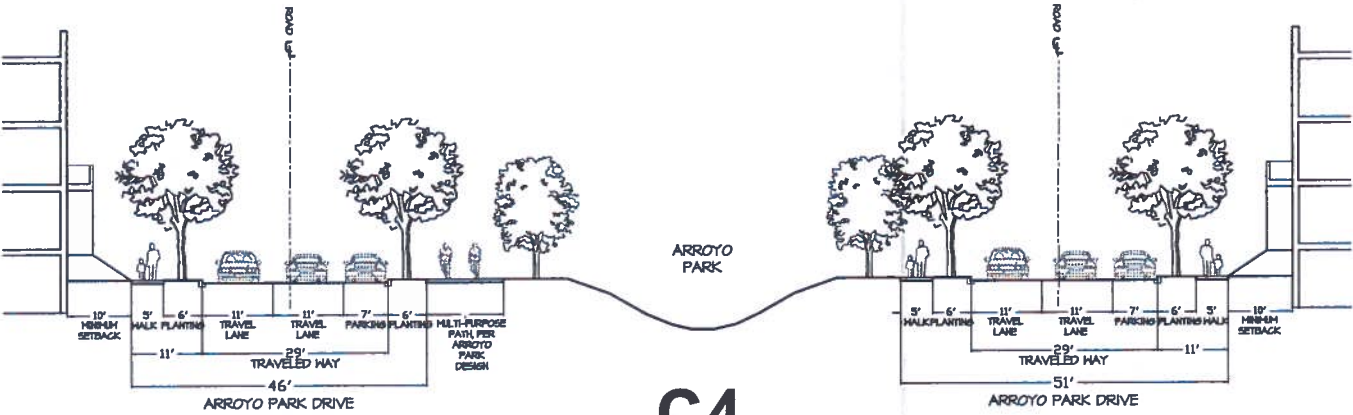
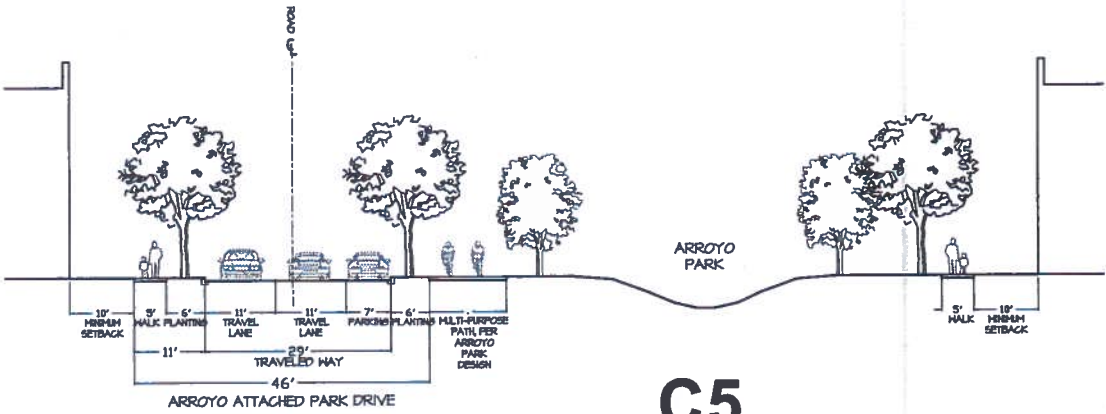


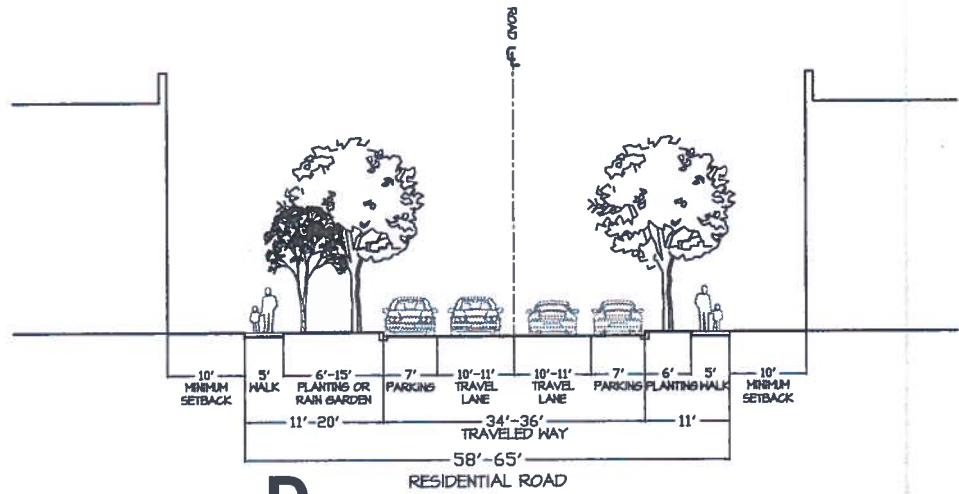
Exhibit 6-4- Street Sections



C4
(PRIVATE)



C5
(PRIVATE)



D
(PRIVATE)

Note: Private streets are illustrative, and subject to change.

Exhibit 6-5- Minimum Building Setbacks

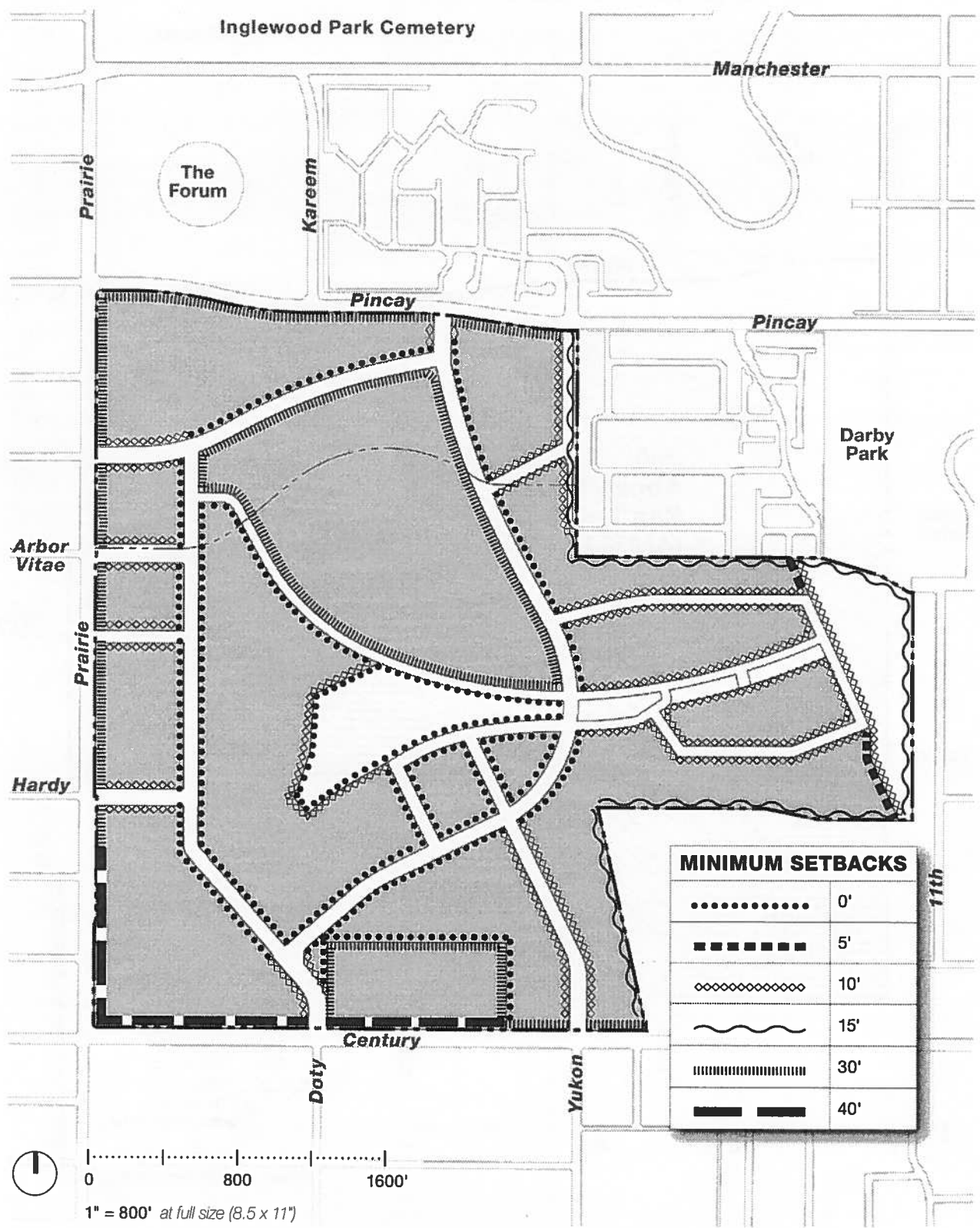


Exhibit 6-6- Building Height Standards

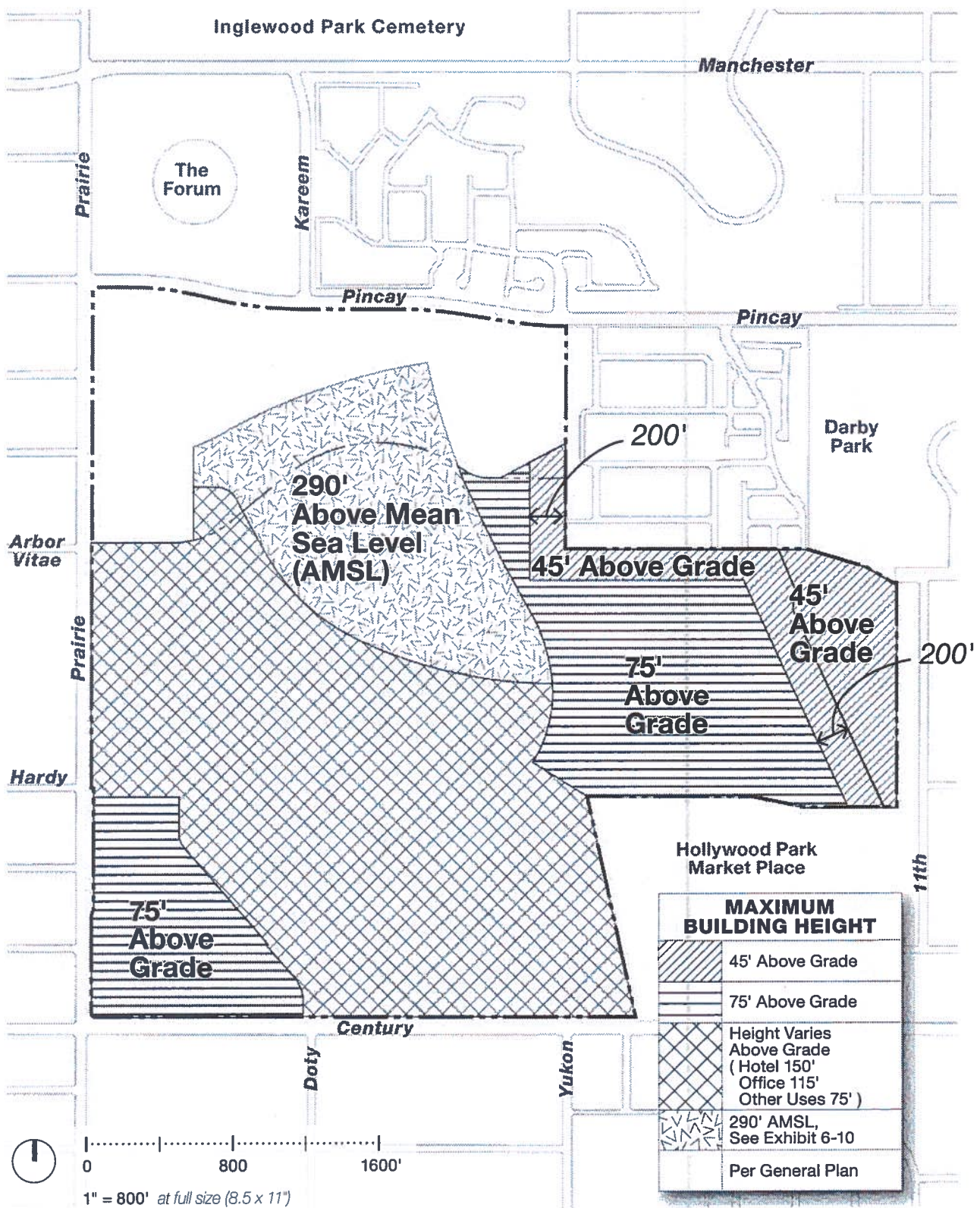


Exhibit 6-7- Housing Type Location Plan

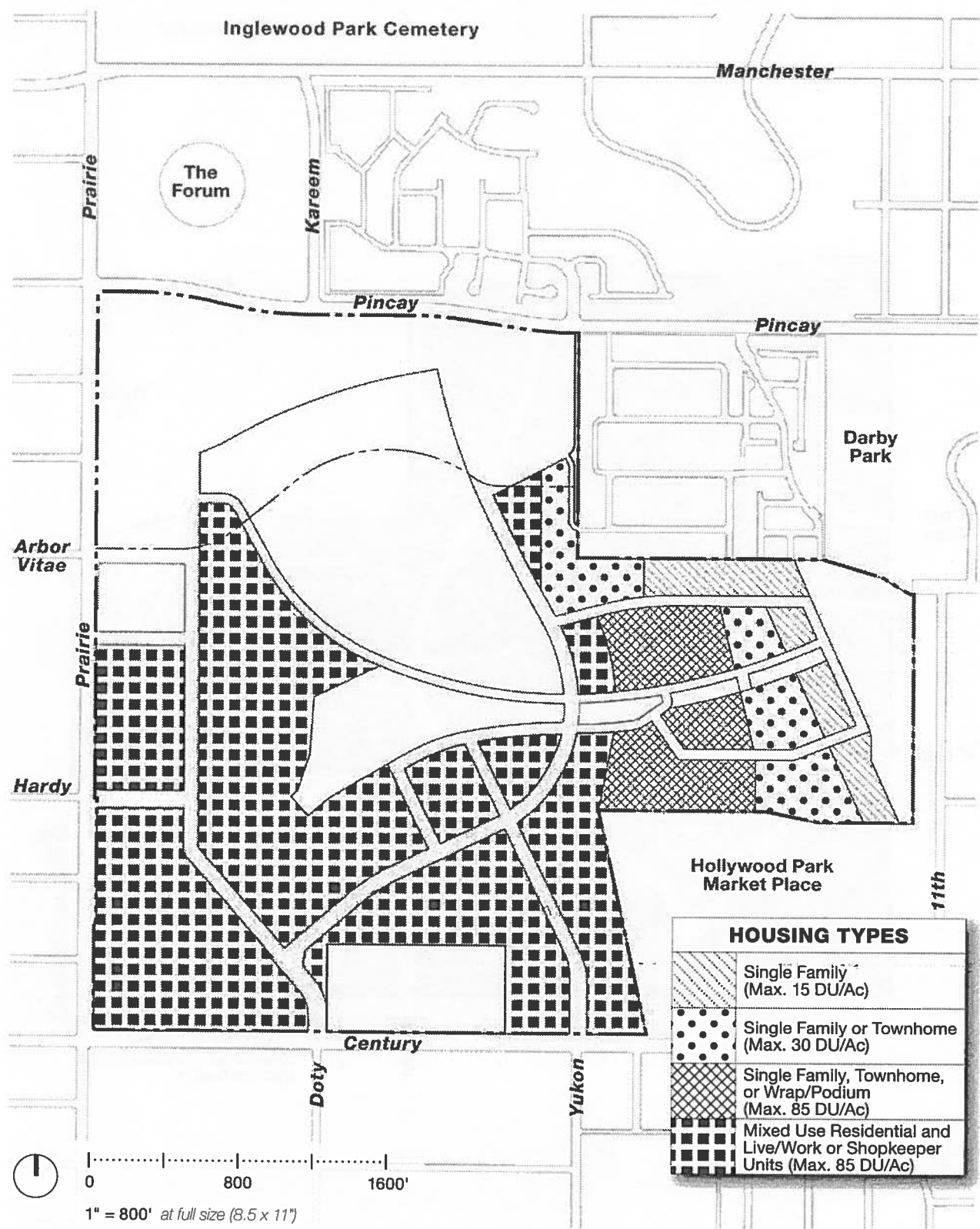


Exhibit 6-8- Park Location Map

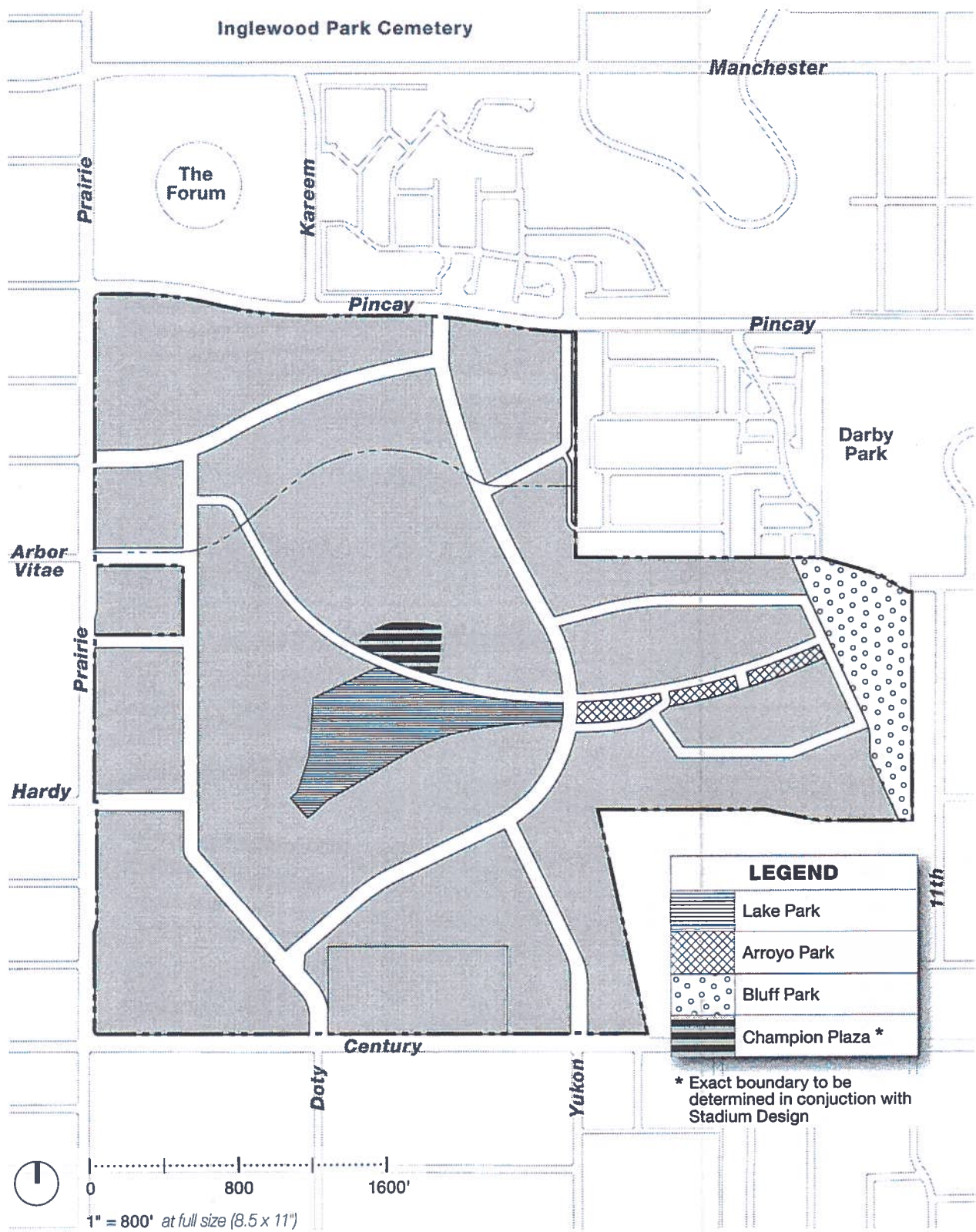
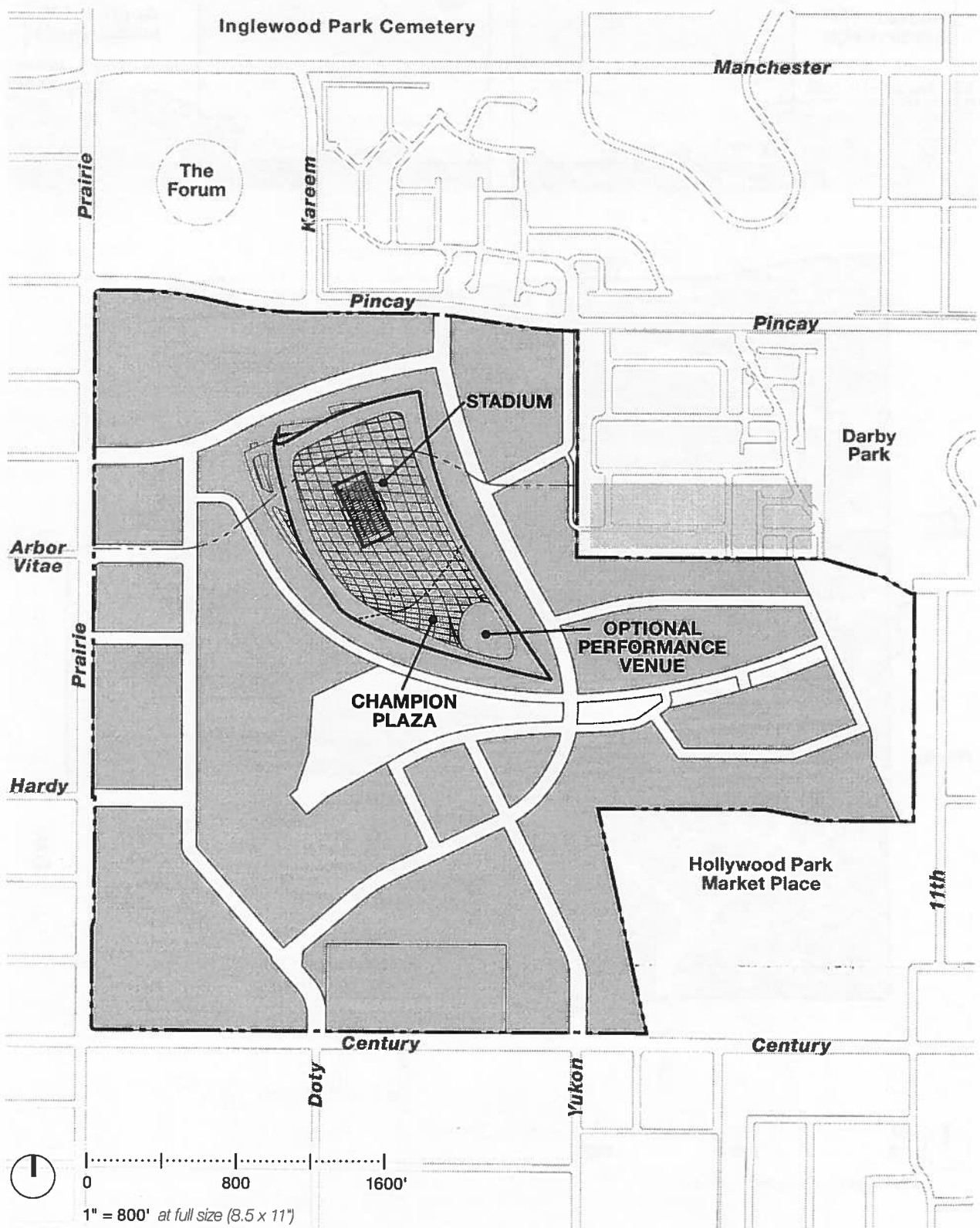


Exhibit 6-9- Stadium Site Plan



NOTE: Optional roof subject to final design and engineering

Exhibit 6-10- Stadium Height Measurement Example

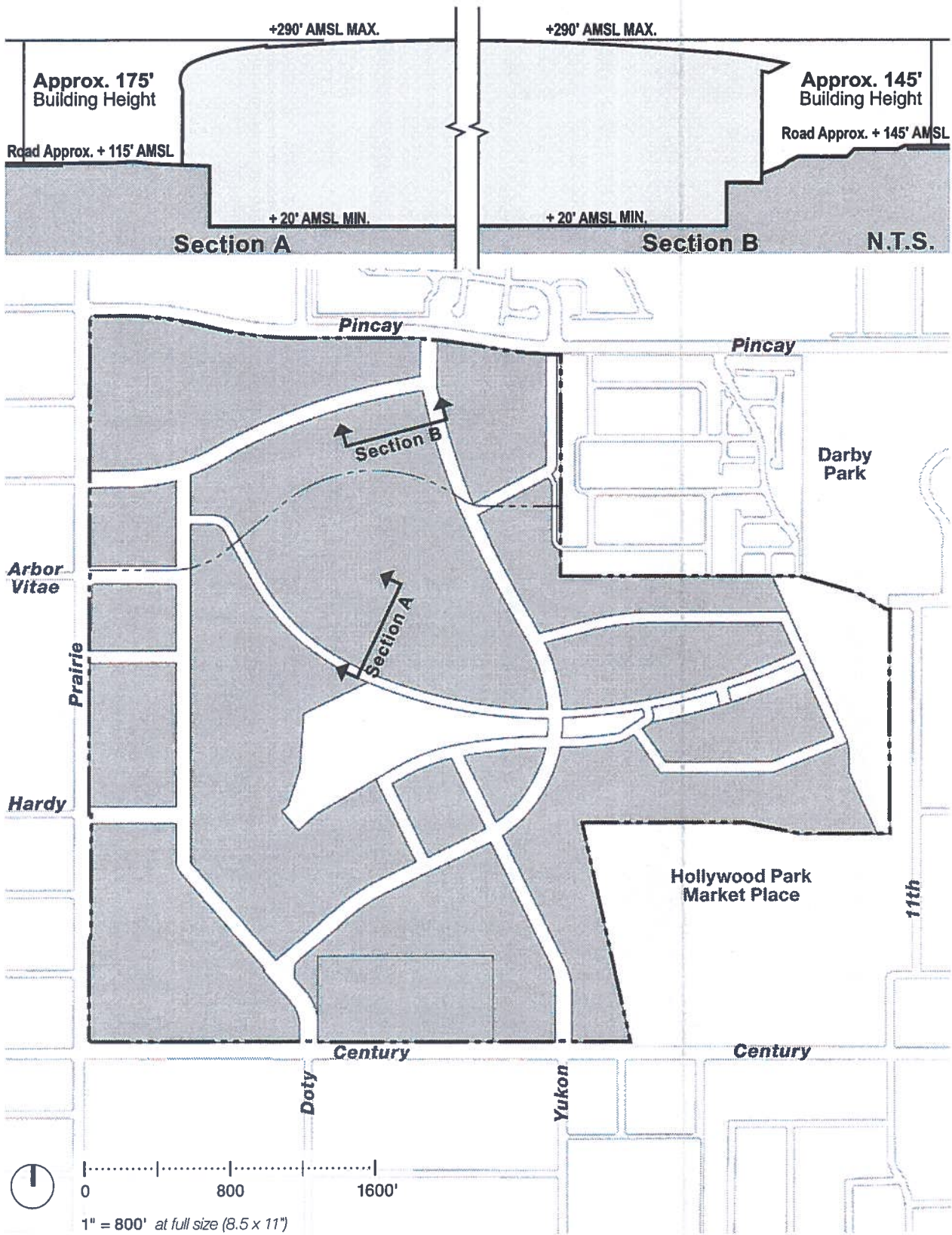
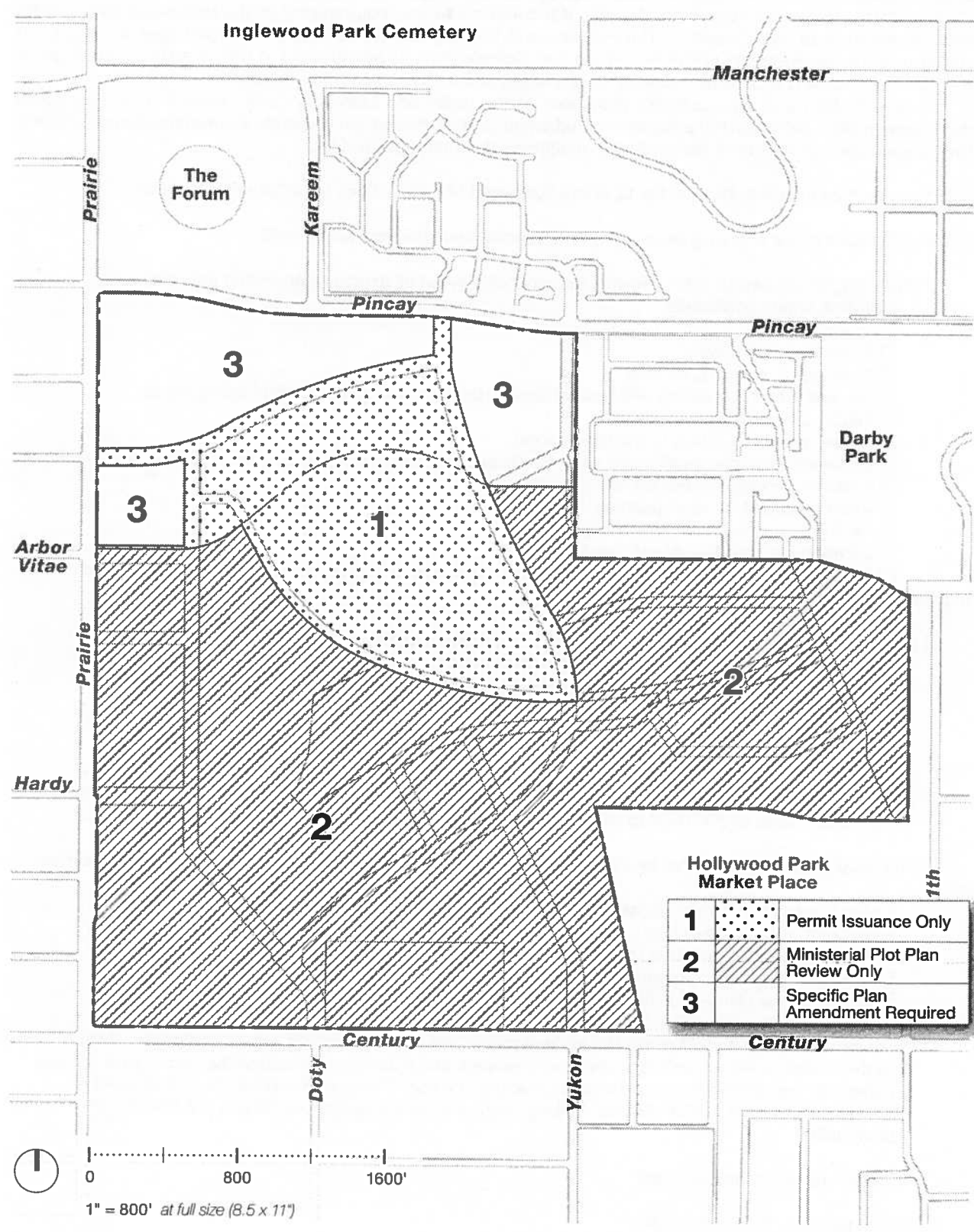


Exhibit 6-11- Review Process for Development of Stadium Alternative Project



Appendix 1 - Hollywood Park Specific Plan – Plot Plan Review – Design Guidelines Checklist

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

Hollywood Park Specific Plan – Plot Plan Review – Design Guidelines Checklist – Page 1

Required	Should	Encouraged	
Building Planning and Architecture			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 overhangs, sheltered pedestrian walkway, or fountain or other water feature. <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <input type="checkbox"/> Included
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Architectural treatments, structures and/or landscape sheltering pedestrian walkways, such as arbors or pergolas shall be allowed, but are not mandated. <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <input type="checkbox"/> Included
Corner Plans (minimum 1)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Buildings located on corners shall include one (1) of the following: <input type="checkbox"/> Front and side façade articulation using materials that wrap around the corner-side of the building <input type="checkbox"/> Awning on corner side <input type="checkbox"/> Feature window on corner side <input type="checkbox"/> Entry on corner side <input type="checkbox"/> Stepped massing
Alley Treatments (minimum 2)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Design of alleys shall include at least two (2) of the following design elements: <input type="checkbox"/> Stepped massing, recessed or cantilevered with offsets of not less than one (1) foot <input type="checkbox"/> Window trim, colors and a material from the front elevation of the building <input type="checkbox"/> Rear privacy walls with pedestrian gates that allow pedestrians to enter units directly from the alley <input type="checkbox"/> Garage door patterns or finishes that utilize either painted or natural wood or a decorative (i.e. not-flat) pattern <input type="checkbox"/> Planting areas between garages

Hollywood Park Specific Plan – Plot Plan Review – Design Guidelines Checklist– Page 2

Required
Should
Encouraged

Building Form and Relief		
Architectural Projections		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All residential building forms shall include one or more of the following elements:		
<input type="checkbox"/> Bermuda shutters		
<input type="checkbox"/> Awnings (cloth, metal, wood) or Eave overhangs		
<input type="checkbox"/> Balconies		
<input type="checkbox"/> Eave overhangs		
<input type="checkbox"/> Projecting second- or third-story elements		
<input type="checkbox"/> Tower elements		
<input type="checkbox"/> Window/door surrounds		
<input type="checkbox"/> Recessed windows		
<input type="checkbox"/> Bay windows or dormers		
<input type="checkbox"/> Trellis elements		
<input type="checkbox"/> Shed roof elements		
<input type="checkbox"/> Porch elements		
Offset Massing Forms (minimum 1)		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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:		
<input type="checkbox"/> Cantilevered masses or balconies		
<input type="checkbox"/> Recessed masses or inset balconies		
<input type="checkbox"/> Volume spaces		
<input type="checkbox"/> Common open spaces		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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:		
<input type="checkbox"/> Offsets shall be incorporated as a functional element or detail enhancement.		
<input type="checkbox"/> Buildings that are adjacent to one another or directly face one another shall not include an identical mix of colors and architectural features.		
Lower Height Elements (minimum 1)		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At least 1 plan per single-family or townhome neighborhood shall include 1 of the following lower height elements:		
<input type="checkbox"/> Interior living spaces		
<input type="checkbox"/> Porches		
<input type="checkbox"/> Entry features		
<input type="checkbox"/> Bay windows		
<input type="checkbox"/> Courtyards		
<input type="checkbox"/> Pergolas		

Hollywood Park Specific Plan – Plot Plan Review – Design Guidelines Checklist– Page 3

Required	Should	Encouraged	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Balconies, where provided: <input type="checkbox"/> May be covered or open, recessed into or projecting from the building mass. <input type="checkbox"/> 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)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Podium buildings shall have at least two (2) distinct parapet or roof heights. <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Podium buildings shall include parapet and / or cornice treatments when flat roofs are used. <input type="checkbox"/> Included
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof overhangs (eaves and rakes) shall be allowed as projections <input type="checkbox"/> Included
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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. <input type="checkbox"/> Included
Podium Courtyards			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <input type="checkbox"/> Included
Façade Treatment			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <input type="checkbox"/> Included
Windows (minimum 1)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	At least one of the following feature window treatments shall be present per building on all front- and street-exposed elevations: <input type="checkbox"/> 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 <input type="checkbox"/> A bay window <input type="checkbox"/> A surround of not less than 4" in width or recess of 4" or greater <input type="checkbox"/> Decorative iron window grilles <input type="checkbox"/> Decorative head or sill treatments <input type="checkbox"/> Grouped or ganged windows with complete trim surrounds or uniform head and/or sill trim <input type="checkbox"/> A Juliet balcony

Hollywood Park Specific Plan – Plot Plan Review – Design Guidelines Checklist– Page 4

Required	Should	Encouraged	
Materials and Details			
	X		Material changes occurring at the inside corners of buildings and fully-wrapped architectural elements shall be allowed. <input type="checkbox"/> Included
X			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. <input type="checkbox"/> Included
X			Each building shall include one or more of the following: <input type="checkbox"/> Entry or window trim/surrounds <input type="checkbox"/> Horizontal banding <input type="checkbox"/> Corner quoins <input type="checkbox"/> Balconies (supported, cantilevered or Juliet) <input type="checkbox"/> False, shuttered windows <input type="checkbox"/> Awnings <input type="checkbox"/> Change in material or color
Exterior Structures			
X			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. <input type="checkbox"/> Included
X			Exposed gutters and downspouts shall be colored or painted, and shall not be constructed of unpainted aluminum, copper or zinc. <input type="checkbox"/> Included
X			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. <input type="checkbox"/> Included
X			Stairs shall be constructed of the same material as the deck and landing. <input type="checkbox"/> Included
X			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. <input type="checkbox"/> Included

Hollywood Park Specific Plan – Plot Plan Review – Design Guidelines Checklist– Page 5

Mixed-Use Requirements (Except for Hotel/Casino)

Required	Should	Encouraged	
Building Planning and Architecture			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <input type="checkbox"/> Included
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Architectural treatments, structures and/or landscape sheltering pedestrian walkways, such as arbors or pergolas shall be allowed, but are not mandatory. <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <input type="checkbox"/> Included
Building Form and Relief			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The main entrance of each building shall be from sidewalks, plazas, or other pedestrian areas, rather than a parking lot or structure. <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	At least two (2) of the following shall be incorporated into each structure: <input type="checkbox"/> Planter walls <input type="checkbox"/> Seating areas (i.e., benches, planter benches, etc.) <input type="checkbox"/> Lighting <input type="checkbox"/> Focal objects (water, murals, sculpture, or topiary) <input type="checkbox"/> Outdoor dining spaces <input type="checkbox"/> Awnings <input type="checkbox"/> Building overhangs <input type="checkbox"/> Bay windows <input type="checkbox"/> Openings and entryways
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	At least one pedestrian paseo or sidewalk shall be provided on each block to connect parking areas to the street/commercial frontage <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Buildings shall comply with the following requirements: <input type="checkbox"/> Wall planes shall vary in vertical height, horizontal projection, or materials not less than once every twenty-five (25) feet. <input type="checkbox"/> Massing at intersections of publicly dedicated streets, project entries, building entries, pedestrian nodes and intersections shall do one (1) or more of the following: <input type="checkbox"/> Increase massing so as to exceed the average height of buildings on the block by not less than 10%. <input type="checkbox"/> 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%. <input type="checkbox"/> Vary building masses and heights between adjacent buildings. <input type="checkbox"/> Provide a covered porch, a seating area, an awning, a change in façade material from adjacent buildings, an offset building entrance, or a building material on the façade that extends only to the first story of the structure (banding).
Roof Considerations			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vertical roof plane breaks, changes in building/ridge height or other accent roof forms shall be allowed within a building. <input type="checkbox"/> Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parapets, when used, shall be contiguous and incorporate side/rear elevation returns. <input type="checkbox"/> Included

Hollywood Park Specific Plan – Plot Plan Review – Design Guidelines Checklist– Page 6

Required
Should
Encouraged

Façade Treatment		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Blank walls along adjacent streets or walkways shall not exceed ten feet in length.
	<input type="checkbox"/>	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.
	<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	At least two (2) of the following techniques shall be used in the design of retail tenant façades:
	<input type="checkbox"/>	Color change/color variation
	<input type="checkbox"/>	At least two (2) different exterior materials
	<input type="checkbox"/>	Change in texture
	<input type="checkbox"/>	Vertical/horizontal wall plane projections/recesses
	<input type="checkbox"/>	Variation of roofline (height or form)
	<input type="checkbox"/>	Engaged pilasters
	<input type="checkbox"/>	Architectural elements different from those of main building in mass or height
	<input type="checkbox"/>	Projections
	<input type="checkbox"/>	Balconies
	<input type="checkbox"/>	Window groupings or treatments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	No 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.
	<input type="checkbox"/>	Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Entries shall be articulated by architecture and/or marked by signage.
	<input type="checkbox"/>	Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.
Loading and Service Areas		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loading and service areas shall be:
	<input type="checkbox"/>	Located on the side or rear of the building (not adjacent to a public sidewalk).
	<input type="checkbox"/>	Screened by the use of walls, berms or landscape from public sidewalks, plazas, parks, residences, and outdoor seating areas.
Parking Garages		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parking lots and garages shall be screened from public right-of-way by retail, residential, landscape and/or other decorative elements.
	<input type="checkbox"/>	Included
Lighting		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.
	<input type="checkbox"/>	Included
Mechanical Equipment, Service, Waste and Utility Areas		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Screening of mechanical equipment, waste enclosures, service areas and other service-oriented building necessities shall be integrated into the site and building design.
	<input type="checkbox"/>	Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All roof-mounted equipment shall be screened by parapets, screen walls, fencing, equipment wells, structural enclosures or similar features.
	<input type="checkbox"/>	Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exterior, on-site utilities shall be installed underground, where authorized by the public utility.
	<input type="checkbox"/>	Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electrical equipment shall be mounted on the interior of a building whenever authorized by the building code and utility.
	<input type="checkbox"/>	Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	When interior mounting is impractical, electrical equipment shall be screened from public view with walls, berms or landscape.
	<input type="checkbox"/>	Included
Walls and Fences		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.
	<input type="checkbox"/>	Included
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chain link, barbed wire and other wire material are prohibited material for fences.
	<input type="checkbox"/>	Included

Required
Should
Encouraged

Hotel/Casino Requirements

X

New hotel and casino buildings shall meet all of the following standards:

- ☐ Windows shall include trim elements such as false shutters, balconies, or other decorative elements or utilize a curtain wall.
- ☐ 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.
- ☐ Building orientation, parking and walkways shall include way-finding signage identifying the pathways to retail amenities, parks, and the Sports and Entertainment zone.
- ☐ Pedestrian routes shall be provided from parking areas to the buildings.
- ☐ Not less than one loading and service area shall be provided for each building.
- ☐ Service and loading areas shall not take access directly off of a public street frontage.
- ☐ Service and loading areas shall be shielded from public streets and pedestrian walkways with architecture or landscape features.

Appendix 2 - Hollywood Park Specific Plan – Plot Plan Review – Sustainability Checklist

		Type of Development				
KEY: R – Required, O – Optional, PP – Plot Plan, SP – Specific Plan (incl. mandatory mitigation measures), BP – Building Permit		Completed	Master Plan	Residential	Retail	Permit Stage
GOAL 1: CREATE A MORE SUSTAINABLE COMMUNITY						
1-1	Implement land use strategies to encourage jobs/housing proximity, promote transit-oriented development, and encourage high density development along transit corridors		R	–	–	SP
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		R	–	–	SP
1-3	Encourage infill, redevelopment, and higher density development		R	–	–	SP
1-4	Encourage integration of housing, civic and retail amenities (jobs, schools, parks, shopping opportunities) to help reduce VMT from discretionary automobile trips		R	–	–	SP
1-5	Apply advanced technology systems and management strategies to improve efficiency of transportation systems and movement of people, goods and services		R	–	–	SP
1-6	Incorporate features into the project design that accommodate the supply of frequent, reliable and convenient public transit		R	–	–	SP
1-7	Implement street improvements designed to relieve pressure on the region’s most congested roadways and intersections		R	–	–	SP
1-8	Provide public parks and green space		R	–	–	SP
1-9	Create a project that supports local economic development		R	–	–	SP
1-10	Actively involve the community in the project implementation		R	–	–	SP
1-11	Plant trees and vegetation near structures that will shade buildings (thus having the effect of reducing energy requirements for heating/cooling)		R	–	–	SP/PP
1-12	Create bicycle lanes and walking paths connecting schools, parks, mixed-use, residential, and or other destination points		R	–	–	SP/PP
1-13	Create new open public spaces and public plazas		R	–	–	SP/PP
GOAL 2: RESPECT THE SITE						
2-1	Design landscape in areas that are approved by the Specific Plan		R	R	R	SP/PP
2-2	Protect soil during construction per building code requirements		R	R	R	BP
2-3	Use plants that are drought-resistant as authorized by the Specific Plan		O	R	R	SP/PP
2-4	Use recycled rubble for backfill drain rock		R	R	R	SP/PP
2-5	Provide shading of surface parking		R	R	R	SP/PP
GOAL 3: SAVE WATER AND REDUCE LOCAL WATER IMPACTS						
3-1	Comply with on-site stormwater management requirements through landscaping and bio-swales and on-site detention of the lake		R	–	–	SP/PP
3-2	Use rainwater harvesting		O	O	O	SP/PP
3-3	Use water-conserving landscape technologies such as drip irrigation, moisture sensors, and watering zones		R	R	R	SP/PP
3-4	Provide stormwater quality treatment to meet local stormwater quality control standards		R	–	–	SP/PP
GOAL 4: REDUCE, REUSE, RECYCLE						
4-1	Reuse a building (renovate) instead of tearing down and rebuilding (Casino)		–	–	O	SP/PP
4-2	Deconstruct old buildings for materials reuse (salvage)		R	–	–	SP/PP
4-3	Provide a management plan to reduce and recycle construction waste		R	R	R	BP
4-4	Design for durability and eventual reuse in accordance with CalGreen requirements		–	O	O	SP/PP
4-5	Provide space for storing and handling recyclables		R	R	R	SP/PP
4-6	Use recycled asphalt from the existing parking lots		O	O	O	SP/PP
GOAL 5: MAKE CONCRETE WITH SUSTAINABLE MATERIALS						
5-1	Use flyash in concrete		O	O	O	SP/PP
5-2	Use recycled aggregate in road base		O	O	O	SP/PP
5-3	Use prefabricated forms or save and reuse wood form boards		O	O	O	SP/PP
GOAL 6: DESIGN TO SAVE WOOD AND LABOR						

		Type of Development				
KEY: R – Required, O – Optional, PP – Plot Plan, SP – Specific Plan (incl. mandatory mitigation measures), BP – Building Permit		Completed	Master Plan	Residential	Retail	Permit Stage
6-1	Use engineered lumber or metal stud framing to replace solid-sawn lumber		–	–	O	BP
GOAL 7: SUPPORT SUSTAINABLE FORESTS						
7-1	Use sustainably harvested (FSC certified) lumber for wood framing		–	O	O	BP
7-2	Use FSC certified lumber for wood siding material		–	O	–	BP
7-3	Use FSC certified wood for decking materials		–	O	–	BP
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		–	O	O	BP
GOAL 8: MAKE A SUSTAINABLE ROOF						
8-1	Use roofing materials that comply with building code requirements		–	O	O	BP
8-2	Use a green or living roof, or a cool roof, as defined in the CalGreen Code		–	O	O	BP
GOAL 9: SAVE ENERGY THROUGH PASSIVE DESIGN						
9-1	Plan windows and window treatments that allow daylight to enter indoor areas		–	R	R	SP/PP
9-2	Choose window sizes, frame materials, insulation, and glass coatings that comply with energy code requirements		–	R	R	BP
9-3	Supplement air conditioning with natural ventilation and passive cooling		–	R	O	BP
9-4	Use ceiling fans for comfort cooling, or use a whole-building fan for night-time cooling		–	R	O	BP
9-5	Upgrade wall, floor and ceiling insulation to exceed minimum State requirements		–	O	O	BP
9-6	Use weather-stripping to prevent air leakage at doors and windows		–	R	R	BP
GOAL 10: SAVE WATER AND ENERGY IN PLUMBING SYSTEMS						
10-1	Use “smart” irrigation controllers		–	R	–	BP
10-2	Use rotating nozzles for pop-up spray heads		–	O	–	BP
10-3	Use water-conserving plumbing fixtures		R	R	O	BP
10-4	Use high-efficiency toilets		–	R	–	BP
10-5	Use high-efficiency clothes washers		–	O	–	BP
10-6	Use water saving appliances and equipment		–	R	R	BP
10-7	Insulate hot water pipes		–	R	R	BP
10-8	Use tankless water heaters and/or demand hot water circulation pumps		–	O	O	BP
10-9	Pre-plumb for future graywater use for landscape irrigation		R	O	O	BP
GOAL 11: SAVE ENERGY IN LIGHTING						
11-1	Use energy-efficient lamps and lighting fixtures		R	R	R	BP
11-2	Use lighting controls that save energy such as occupancy sensors		–	R	R	BP
GOAL 12: SAVE ENERGY IN EQUIPMENT USE						
12-1	Use ENERGY STAR appliances		–	R	R	BP
12-2	Use a building energy management system		–	O	O	BP
12-3	Use high-efficiency equipment including furnaces, boilers, fans and pumps		–	O	O	BP
12-4	Place ductwork within conditioned space, seal joints properly, and clean before occupancy		–	O	O	BP
12-5	Zone mechanical systems for more efficient heating and cooling		–	O	R	BP
12-6	Use radiant and hydronic systems for increased efficiency, health and comfort		–	O	O	BP
12-7	Use equipment without ozone-depleting refrigerants		–	R	R	BP
GOAL 13: CREATE HEALTHY INDOOR ENVIRONMENTS						
13-1	Use recycled-content, formaldehyde-free fiberglass insulation, cellulose insulation, or other green insulation products		–	O	O	BP
13-2	Separate ventilation for indoor pollutant sources and provide advanced filtration to improve indoor air quality		–	O	O	BP
13-3	Use low- or no-VOC, formaldehyde-free paints, stains, and adhesives		–	R	R	BP
13-4	Use low- or no-VOC carpets, furniture, particleboard and cabinetry		–	O	O	BP
13-5	Use natural materials such as wool and sisal for carpets and wall coverings		–	O	O	BP
13-6	Use FSC-certified wood or recycled materials for flooring, trim, and interior surfaces		–	O	O	BP

		Type of Development				
KEY: R – Required, O – Optional, PP – Plot Plan, SP – Specific Plan (incl. mandatory mitigation measures), BP – Building Permit		Completed	Master Plan	Residential	Retail	Permit Stage
13-7	Do not utilize wood-burning fireplaces		--	R	R	BP
GOAL 14: REPLACE FOSSIL FUEL USE WITH ALTERNATIVES						
14-1	Generate clean electricity onsite using solar photovoltaics		--	O	O	BP
14-2	Use solar hot-water systems for domestic use and swimming pools		O	O	O	BP
14-3	Use solar hot-water systems for space heating		--	O	O	BP
14-4	Pre-plumb for a solar hot water system		--	O	O	BP
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 RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF INGLEWOOD
AND HOLLYWOOD PARK LAND COMPANY, LLC
THE LANDOWNERS OF THE PROPERTY (AS DEFINED HEREIN)

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
HOLLYWOOD PARK

This Amended and Restated Development Agreement (this "Agreement") is entered into as of this 7th day of August, 2009, the Adoption Date by and between the CITY OF INGLEWOOD, a municipal corporation ("City"), and, HOLLYWOOD PARK LAND COMPANY, LLC ("Landowner") (the "Agreement the owners of the Property (as defined herein) (individually and collectively, as the context may require, but expressly excluding the City or any other public agency or body that is the owner of the Civic Site (as defined herein), "Landowner"). City and Landowner and their respective Transferees and assigns are hereinafter collectively referred to as the "Parties" and singularly as "a Party."

RECITALS

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

B. **Landowner.** Each Landowner 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 in the state of its formation or incorporation, as applicable, and is qualified to do business in the State of California.

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

D. **Process for Project Development Adoption of Original Development Project Approvals.** The redevelopment planning for Hollywood Park has been an organic process arising out of over five years of careful study and public input from Inglewood residents. To encourage community participation in the planning of the redevelopment of the Property, the Landowner Hollywood Park Land Company held four initial community workshops between April and August 2006, in addition to on-going block group meetings and presentations to community groups throughout the City. The four initial public workshops were interactive and iterative. The workshops focused on identifying goals and preferred residential product types, architectural and landscape characteristics, and the economic realities and market conditions for various types of potential retail and other uses desired by the community. In response to community feedback, a preliminary framework for development was presented, and subsequently refined with further comments from the community. To facilitate the orderly development of the Property, the Landowner proposed the Hollywood Park A draft of the Original Specific Plan ("Draft Specific Plan") to implement and guide the development of the Property. The framework from the community workshops referenced above formed the basis of the Specific Plan. The Draft Specific Plan sets forth the development standards, design criteria, goals and objectives for the development of an integrated, mixed-use development incorporating housing, retail, office, civic, casino/gaming, and open space uses on the Property. The Draft Specific Plan as defined herein and its implications for the City were presented in a series of workshops before the City Council and the Planning Commission beginning on July 14, 2008. E. Application for Project. Consistent with the goal of pursuing mixed-use-oriented development, in 2008 Landowner Hollywood Park Land Company submitted an application requesting that City (i) amend the City's General Plan to permit the uses contemplated by the Draft Original Specific Plan; (ii) adopt the Draft Specific Plan so as to create a comprehensive set of development standards and design criteria; (iii) rezone the Property so as to permit the land uses as described in the Draft Original Specific Plan; and (iv) approve a Vesting Tentative Tract Map (as hereafter defined) 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), as they may later be further refined, amended, enhanced or modified in accordance with this Agreement. F. 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 65867, considered this the Original Development Agreement (as defined herein). The Planning Commission, by Resolution No. 1560, recommended that the City Council approve the Original Development Agreement based on 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 approvals 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 (iii) is in conformity 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 9, 2013, and again on September 23, 2014.

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

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

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

H. **Project and Project Approvals.** Through the initiative process, the Original Specific Plan has now been amended to provide for development of one of two alternate mixed use projects (each, a "Project"): (a) the development plan for the Property contemplated by the Original Specific Plan (the "Original Development Project"), and (b) the development plan for the Property set forth in Chapter 6 of the Specific Plan (the "Stadium Alternative Project"). The provisions of this Agreement shall apply to either Project alternative, unless expressly set forth herein. The following land use approvals, (together with the Initiative, constitute the "Project Approvals") 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. ~~The As to the Original Development Project, the EIR and the Original Mitigation Measures in (each as modified by the EIR Addendum), which are incorporated into the Original Development Project as conditions of approval (City Resolution No. 09-43), and as to the Stadium Alternative Project, those certain mitigation measures set forth on Exhibit M (the "Stadium Alternative Mitigation Measures"), which incorporate the Original Mitigation Measures, together with enhanced mitigation with respect to the Stadium and related land uses as obligations of the applicable Landowner if the Stadium Alternative Project is elected by the Landowner;~~

H.2 A General Plan Amendment (the "General Plan Amendment"), (attached hereto as Exhibit B) 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. 09-042) (12), ~~as amended by that certain Technical Revision No. 2013-01 issued October 9, 2013 and that certain Specific Plan Amendment No. 2014-01 (Ordinance No. 14-12) approved by the City on September 23, 2014, as further amended by the Initiative (the "Specific Plan"), as amended from time to time in accordance with this Agreement and the Initiative;~~

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

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

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

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

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

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

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

L. **Public Benefits Provided Pursuant to the Development Agreement.** The City 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 (all as set forth in Section 16 of this Agreement). The City Council finds and declares that the first through the sixth benefits L.1 through L.6 and L.14 are public benefits in excess of those otherwise having a "nexus" to the proposed development, and beyond the public benefits which could be expected from the 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.2. Implementation of a Jobs/Employment, Local Hire, and Training program.
- L.3. Commitment to convey 4 acres of land, at no cost to the City, for civic land uses including affordable housing as selected by the City (which commitment has already been satisfied).
- ~~L.A.-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.10-9.~~ Creation of opportunities for the City to keep retail sales within the City limits, and to foster economic growth through the development of new, high-quality retail development and property taxes from the construction of housing units.
- ~~L.11-10.~~ Provision of an on-site police storefront facility ~~in the mixed-use zone~~ to be operated by the Inglewood Police Department.
- ~~L.12-11.~~ Creation of public improvements such as right-of-way improvements, streets and roads within the property (including frontage along Century Boulevard and Prairie Avenue), funding of ITS at six intersections impacted by the Project, utilities (including gas, electricity, cable television, telecommunications, water, sewer and storm drainage), pedestrian and bicycle paths, fair share ~~Mitigation Measures~~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.13-12.~~ Creation of sustainable storm water treatment system and features designed to naturally reduce or avoid water quality and hydrologic impacts.
- ~~L.14-13.~~ Creation of provisions in the Specific Plan which would permit future development of ~~a hotel~~hotels on the Property when the market demand exists for ~~a new hotel~~such hotels.
- L. 14. If the Stadium Alternative Project is elected:
 - a. Aggregate payments of One Million Dollars (\$1,000,000) to fund after-school programs for youth in Inglewood.
 - b. Use of primary identity signage at the perimeter of the Project (as defined at Table 6-7 of the Specific Plan) for general public announcements and promotion of civic events and services.
 - c. Use of the Stadium for public school commencement exercises, high school sports games, and City or a City-recognized local community-based charitable organization events.

In exchange for the Extraordinary Public Benefits to City and the public benefits of the Project, Landowner desires to receive assurances that City shall grant permits and approvals required for the development of the Project, over the Project's estimated long term development horizon, in accordance with procedures provided by law and in this Agreement, and that Landowner may proceed with the Project in accordance with the Existing City Laws. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

~~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 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 herein in full.

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

2.1. Administrator. The Administrator shall mean the City ~~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-right-of-way transfers, and utility and other easements.

2.5. Casino Property. Defined in Section 16.6.

2.6. CC&Rs. Covenants, conditions and restrictions recorded in the Official Records 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. The California Environmental Quality Act (Public Resources Code §§ 21000, et seq.) and the Guidelines there under (Title 14, Cal. Code Regs. § 15000, et seq.).

~~2.7-2.8.~~ City-Wide Laws. Any City Laws generally applicable to a category of development or use of one or more kinds, wherever the same may be located in City, including but not limited to, a general or special tax adopted in accordance with California Const. Art XIII C and D et seq., otherwise known as Proposition 218; provided, however, that ordinances, resolutions, codes, rules, regulations, taxes and official policies of the City which only apply to or impact the Project or any elements thereof (including the casino or the Stadium) shall not be considered City -Wide Laws. For the purposes hereof, "City-Wide Laws" includes the variant "City-Wide."

~~2.8-2.9.~~ City Law(s). The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the permitted uses of land, density, design, improvement and construction standards and specifications applicable to the development of the Property and property upon which required off-site public improvements will be constructed. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the Specific Plan, the City's zoning ordinance and the City's subdivision regulations.

~~2.9-2.10.~~ Community Facilities District. Defined in Section 15.2.

~~2.10-2.11.~~ CPI. The consumer price index for Los Angeles, California (urban wage earners) most recently published by the Bureau of Labor Statistics, or such other substitute index as the Parties shall mutually agree.

~~2.11-2.12.~~ CPI Factor. The relative increase in the CPI from the Adoption Date to the date at which the relevant calculation is being made.

2.13. Default. Defined in Section 24.

~~2.12-2.14.~~ Effective Date. The date that is the later to occur of (i) the date the Enacting Ordinance takes effect pursuant to Government Code § 36037; or (ii) if the Enacting Ordinance or any other Project Approval is subject to a valid referendum proceeding pursuant to Elections Code § 3500, et seq., the date the Enacting Ordinance or other Project Approval(s) is (or are) upheld pursuant to such referendum proceeding. Adoption Date or (ii) the date that all Landowners (other than the Landowner of the Civic Site) have executed a counterpart signature page to this Agreement.

~~2.13-2.15.~~ EIR. Defined in Recital GE above.

~~2.14-2.16.~~ Election to Discontinue Racing. The June 18, 2013, the date when Landowner gives Landowners' predecessor-in-interest delivered written notice to the City that it has had elected to discontinue horseracing activities conducted on the Property because of Landowner's 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.

~~2.16.2.17. Enacting Ordinance. Ordinance No. 09-14, enacted by the City Council on July 8, 2009, approving this Agreement.~~
The ordinance adopted by the Initiative.

~~2.16. Default. Defined in Section 24.~~

~~2.17.2.18. Exactions.~~ All exactions, costs, fees, in-lieu fees or payments, charges, assessments, dedications or other monetary or non-monetary requirement charged or imposed by City, or by City through an assessment district (or similar entity), in connection with the development of, construction on, or use of real property, including but not limited to transportation improvement fees, park fees, child care in-lieu fees, art fees, affordable housing fees, infrastructure fees, dedication or reservation requirements, facility fees, sewer fees, water connection fees, building permit fees, obligations for on- or off-site improvements or construction requirements for Public Improvements, or other conditions for approval called for in connection with the development of or construction of the Project, whether such exactions constitute Public Improvements, Mitigation Measures in connection with environmental review of the Project Approvals or other Approvals, Stadium Alternative Mitigation Measures, or impositions made under applicable City Laws or in order to make an Approval consistent with applicable City Laws. Exactions shall not include Processing Fees.

~~2.18.2.19. 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. 09-74-71 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 cinema with at least twelve (12) screens; (b) approximately 40,000 to 80,000 square feet for (or such other amount of square footage necessary to meet the typical new store space requirements of) a national or regional retailer such as Kohl's, H&M, Best Buy, Nordstrom Rack, Macy's or other retailer of similar type and quality; (c) approximately 80,000 square feet for a "Market Hall" area which includes space for restaurants, small shops and opportunities for local merchants and artists, is open during the same hours as the Hybrid Retail Center for a minimum of six days a week, and requires tenants to obtain written leases or, as an alternative to the "Market Hall," an additional national or regional retailer as set forth in subsection b herein, or a combination of the foregoing uses; (d) a minimum of 10,000 square feet of Upscale Table Service Restaurant space; the majority of the balance of the 500,000 square feet of space consisting of national or regional specialty stores, as well as general merchandise and services in full depth and variety, grocery stores and quick-service food service vendors (including fast-food restaurants) to be located throughout the retail center; and design ambience and amenities such as fountains and street furniture that are conducive to casual browsing. The Retail Center shall not include the following: (a) membership warehouse stores; (b) liquidation retailers such as "99 Cent Only" stores and "\$1 Only" stores; (c) drive-through fast food or; (d) stand-alone pads on which fast-food restaurants are located; or (e) a large-format retail discount store of 100,000 square feet or more, or a retail discount store of less than 100,000 square feet that devotes more than ten percent (10%) of its sales floor to groceries, unless otherwise approved by City Council.

~~2.25.2.26. Map Approval.~~ Any tentative tract map approved by the City Planning Commission or the City Council at any time in the future, which subdivides all or a portion of the Master Map, or any recorded instrument implementing any lot line adjustment or lot merger. Each such map shall be called an "Individual Map."

~~2.26.2.27. Hollywood Park Land Company.~~ Hollywood Park Land Company, LLC, a Delaware limited liability company, or its successor in interest.

~~2.27.2.28. Law(s).~~ The laws of the State of California, the Constitution of the United States and any codes, statutes or mandates in any court decision, state or federal, there under thereunder.

~~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~~ Vesting Tentative Tract Map No. 69906 approved by the City Council on July 8, 2009, by Resolution 09-7373, and as subsequently amended by the City Council on November 25, 2014, by Resolution 15-19 and as may be further amended or replaced by the City from time to time, that subdivides the Property into parcels consistent with the land use plan described in the Specific Plan. Such map shall be called the "Master Map."

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

~~2.31.2.32. 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.

~~2.34.2.36.~~ **Notice of Start of Development.** Written notice from ~~Landowner~~ Landowners' 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.

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

~~2.35.2.39.~~ **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."

~~2.36.2.40.~~ **Permitted Delay.** Defined in Section 36.

~~2.37.2.41.~~ **Person.** An individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

~~2.37A.~~ **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 Storm Drain lines 1805 between Century Boulevard and Arber Vitae; partial construction of Los Angeles County Storm 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.

~~2.38.2.42.~~ **Plot Plan Review.** Site plan, architectural review and other review of Plot Plans by City as set forth in the Hollywood Park Specific Plan.

~~2.39.2.43.~~ **Processing Fee.** A City-Wide fee payable upon the submission of an application for a permit or approval, which covers only the estimated actual costs to City of processing that application, and is not an Exaction.

~~2.40.2.44.~~ **Project.** ~~Defined~~ As defined in Recital H.

~~2.41.2.45.~~ **Project Approvals.** As defined in Recital H.

~~2.42.2.46.~~ **Property.** As defined in Recital C.

~~2.43.2.47.~~ **Public Improvements.** The lands and facilities, both on- and off-site, to be improved and constructed and maintained by Landowner, and publicly dedicated or made available for public use, as provided by the Project Approvals and this Agreement, all as listed on Exhibits C or C-1, as applicable. Public Improvements consist of all right-of-way improvements, designated public streets and roads within the Property; all utilities (such as gas, electricity, cable television, water, sewer and storm drainage); pedestrian and bicycle paths and trails; parks and open space (including maintenance); the off-site public improvements; the fair share Mitigation Measures; and all other improvements and facilities required or called for by the Mitigation Measures and this Agreement to be implemented by Landowner, ~~as listed on Exhibit C.~~

~~2.44.~~ **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.

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

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

~~2.45.2.50.~~ **Specific Plan.** As defined in Recital H.

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

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

~~2.46.2.53.~~ **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.~~ **Transferee.** 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 Cafe or Il Fornaio.

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

4. **Interest of Landowner.** ~~The~~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 it holds~~ legal or equitable interests in the Property and shall be bound by the Agreement.

5. **Relationship of City and Landowner.** The Parties specifically acknowledge that the Project is a private development, that ~~neither~~no Party is acting as the agent of ~~the any~~any other Party in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Landowner, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

6. **Effective Date and Term.**

6.1 **Effective Date.** The original effective date of ~~this~~the Original Development Agreement ~~is~~was August 7, 2009, ~~2009~~ (the "Original Effective Date"), which ~~is~~was the effective date of City Ordinance No. 09-14 adopting ~~this~~the Original Development Agreement. The effective date of this Agreement is the Effective Date. Not later than ten (10) days after the Adoption Date, City and Landowner shall execute and acknowledge this Agreement. Not later than 40 days after the Adoption Date, the City Clerk shall cause this Agreement to be recorded in the Official Records of the County of Los Angeles, State of California, provided that a referendum applicable to the Enacting Ordinance has not been timely submitted to the City.

6.2 **Term.** The term of this Agreement shall commence on the Effective Date and extend for an initial term of ~~fifteen~~twenty-five (~~15~~25) years ("Initial Term"), unless said Initial Term is terminated, modified or extended by the terms of this Agreement.

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

The City Administrator shall, within 60 days of receipt of a complete application for Term Extension, determine in writing whether the requirements ((a) through (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 (d) above have not been satisfied, the City Administrator shall deny the Term Extension. The determination of the City Administrator regarding the Term Extension may be appealed to the Planning Commission and the determination of the Planning Commission may be appealed to the City Council, who shall make a final determination on the Term Extension.~~

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

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

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

6.5 **Automatic Termination Only Upon Completion and Sale of Residential Lot.** ~~This Agreement shall automatically be terminated Notwithstanding the final build-out of any commercial improvements on the Property (including, if the~~

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

6.6 Rights and Obligations Upon Expiration of the Term. Following Termination of this Agreement all of the rights, duties and obligations of the Parties hereunder shall terminate and be of no further force and effect. Upon Termination of this Agreement, Landowner shall thereafter comply with the provisions of all City Laws then in effect or subsequently adopted with respect to the Property and/or the Project, except that any Termination shall not affect any right vested (absent this Agreement), or other rights arising from Approvals granted by City for development of all or any portion of the Project, including, but not limited to any approved Plot Plan Review, valid building permit, or certificate of occupancy. Termination of the Agreement shall not affect the validity of any building or improvement within the Property which is completed as of the date of Termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no Termination shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to an approved Plot Plan Review, valid building permit previously issued by the City or certificate of occupancy provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

7. Vested Rights.

7.1. Permitted Uses. Except as set forth in Sections 7.2, 7.3, 7.4 and 8 (including all subsections therein) below, during the Initial Term of this Agreement and the Term Extension, if granted, the permitted uses of the Property, the density and intensity of use, the rate, timing and sequencing of development, the maximum height (except as limited by the Federal Aviation Administration) and design and size of proposed buildings, the parking standards, and provisions for reservation and dedication of land, shall be those set forth in this Agreement, the Approvals including but not limited to the Specific Plan, and (a) the City's ordinances, resolutions, codes, rules, regulations and official policies in force and effect on the Original Effective Date and (b) the Project Approvals in effect as of the Adoption Date of this Agreement (collectively, the "Vested Rights").

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

7.1.2 Costs of Services. If the Stadium Alternative Project is elected, then the Landowner responsible for the Stadium shall regularly consult and meet with City and the Los Angeles County Fire Department regarding reasonable and appropriate police, fire, emergency technicians and ambulance requirements for events at the Property taking into account past practice to the extent applicable. Landowner shall pay the costs of reasonable and appropriate police, fire, emergency technicians and ambulance presence at the events.

7.2 Fees, Taxes and Exactions. Except as provided in Sections 7 and 8 including all subsections therein, City shall not impose any further or additional Exactions on the development of the Project, or increase any existing Exactions above the CPI Factor, whether through the exercise of the police power, the taxing power, design review or any other means, other than those set forth in the Project Approvals, the Mitigation Measures, and this Agreement. The 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 or renegotiated by City in connection with the granting of any amendment to the Project Approvals, or the granting of any Approval, 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 purpose, use and operation of the Stadium as a venue as contemplated by this Agreement (if the Stadium Alternative Project has been elected). Notwithstanding the foregoing, nothing in this Agreement shall restrict the City's ability to impose feasible mitigation measures in connection with any CEQA review of the future Specific Plan amendment contemplated for the Northern Parcel. The Parties acknowledge that the provisions contained in this Section 7.2 are intended to implement the intent of the Parties that Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that City receive the benefits which will be conferred as a result of such development without abridging the right of City to act in accordance with its powers, duties and obligations. To that end, any Exactions adopted by the City after the Adoption Date (or in the case of an existing Exaction, 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 signage, sponsorship or naming rights, or any personal seat licenses or similar use rights in connection with the Project. If the Stadium Alternative Project is elected, to the extent that there are increases in the Parking Tax and Admissions Tax listed on the Applicable Fees and Taxes that would apply to the Project or the Property under then-applicable law, such increases shall not be imposed on the Project or the Property for the first two years after receipt of the Certificate of Occupancy for the Stadium and thereafter shall be limited to annual increases of the lesser of the CPI Factor or two percent (2%) per annum, provided that no more than once every five years the City may propose to increase the Parking Tax and/or the Admissions Tax applicable to the Project in excess of the lesser of the CPI Factor or 2% per annum if other venues in the Los Angeles area that compete with the Stadium are generally paying higher exactions and fees related to parking and admissions than the Stadium, at which point the Parties shall meet and confer on such proposed increases to determine whether any proposed increase will cause a competitive disadvantage to the Stadium as compared to other venues in the market (assuming for that purpose that any such increase will be passed along to purchasers of tickets or parking privileges for the Stadium), in which case such increase shall not be implemented. Any such increase will require the consent of the Landowner of the property containing the Stadium (which shall not be unreasonably withheld).

To the extent that there are Exactions that are first adopted or imposed by the City after the Adoption Date, such Exactions shall not be imposed on the Project. Landowner shall pay those application, processing, ~~inspection~~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 timeframes for construction of the Project; provided, however, in such event there shall be no Plan Check Fees paid by Landowner to the City shall apply as 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 monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder. This Agreement shall not limit the City's right and power to impose taxes on the Property or Project provided that any taxes imposed are adopted pursuant to all applicable laws and that said tax qualifies as a City-Wide Law.

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

7.4 Uniform Codes Applicable. The Project shall be constructed in accordance with the provisions of the Specific Plan and the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project.

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

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

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

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

8. Subsequent Rules and Approvals. Except as set forth in Sections 7.2, 7.3, 7.4 above and 8.1 through and including 8.3 below, during the Term of this Agreement, City shall not apply any City ordinances, resolutions, rules, regulations or official policies enacted after the Adoption Date ("Subsequent Rule") that would conflict with or impede the Vested Rights of Landowner set forth in Section 7.1 above or otherwise conflict with this Agreement or the Existing City Laws, without Landowner's written consent; *provided, however, that nothing herein shall prevent City from applying Subsequent Rules necessary to protect persons or property from an actual and serious risk to health and safety arising solely from one of the following: (i) inability to obtain required water supply for the Project; provided, however, that City must use water rights conveyed to the City pursuant to Section 16.8 in the amount of 282 acre feet per year for the Project rather than using said water rights for other portions of the City; or (ii) changes mandated and required by state or federal laws or regulations regarding sewer, storm water or climate change.*

8.1. Conflicting Laws. For purposes of Section 8 above, any action or proceeding of the City (whether enacted by the legislative body or the electorate) undertaken without the consent of Landowner, that has any of the following effects on the Project shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws:

- (a) limiting, reducing or modifying the density or intensity of all or any part of the Project, or otherwise requiring any reduction in the square footage or total number of buildings, residential units or other improvements;
- (b) limiting the phasing or increasing the timing for completion of the Project in any manner inconsistent with this Agreement; or

(c) limiting the location or sites, grading, or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement or the Project Approvals.

8.2. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of Subsequent Rules mandated and required by changes in state or federal laws or regulations.

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

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

8.5. Subsequent Environmental Review. The provisions of CEQA, as they may be amended from time to time, ~~shall~~would apply to any ~~Subsequent Approvals~~subsequent discretionary approvals for the Project ~~that are not exempt from CEQA~~. The Parties acknowledge, however, that the EIR contains a thorough analysis of the Original Development Project and Project alternatives and specifies the feasible Mitigation Measures necessary to eliminate or reduce to an acceptable level adverse environmental impacts of the Project, and acknowledge that the City Council issued a statement of overriding considerations in connection with the Project Approvals, pursuant to 14 California Code of Regulations (CEQA Guidelines) Section 15093 for those significant impacts which could not be mitigated. Moreover, the Stadium Alternative Project was approved by the Initiative and is therefore not subject to CEQA. For these reasons, no further review or mitigation under CEQA shall be required by City for any Subsequent Approvals ~~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 Section 21467 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~~Casino. The City agrees to cooperate with ~~the Landowner of the Casino Property~~, and in accordance with Inglewood Municipal Code Section 12.81 to achieve appropriate signage adjacent to the 105 and 405 freeways.

10. Other Governmental Permits. Landowner shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. Such permits and approvals are considered part of the Project being approved by the Initiative. City shall reasonably cooperate with Landowner in its endeavors to obtain such permits and approvals and, from time to time at the request of Landowner, shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. To the extent allowed by Law, Landowner shall be a party or third party beneficiary to any such agreement entitled to enforce the rights of Landowner or City ~~there under~~thereunder or the duties and obligations of the Parties thereto.

11. Easements; Improvements; Abandonments. City shall reasonably cooperate with Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project; and if any such easement is owned by City or an agency of City, City or such agency shall, at the request of Landowner, take such action and execute such documents as may be reasonably necessary to abandon existing easements and relocate them, as necessary or appropriate in connection with the approved development of the Project.

12. Design of On-Site and Off-Site Improvements. Development of the Property shall be subject to the Plot Plan Review process in the Specific Plan (if required) and other future City review as provided by the Project Approvals. The Project Approvals, and all improvement plans prepared in accordance with the Project Approvals, shall govern the design and scope of all on-site and off-site improvements to be constructed on or benefiting the Property, including all street widths and dedications. Once completed in accordance with City Law, the City will accept all Public Improvements.

13. Subdivision of Property - Future Tentative Maps. Consistent with this Agreement, Landowner shall have the right to break the Property into a maximum of four (4) financing parcels (not counting the Casino Property, any parking parcels associated with the Casino Property as provided for in Section 16.6 of this Agreement, or the remainder parcel) pursuant to the City's parcel map procedures. Such financing maps shall not be subject to any requirements for improvements or bonding, ~~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 and any required Plot Plan Review for such building 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 developable parcels, as may be necessary in order to develop, lease or finance any portion of the Property in connection with development of the Project consistent with the density and Land Use Plan set forth in the Specific Plan. All final Individual Maps may be approved on a phased basis. As the Property is developed, subsequent Individual Maps further parcelizing the Property or individual buildings may be submitted to the City for approval. Lot line adjustments shall be considered ministerial approvals.

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

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

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

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

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

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

15.2.2 **Fire Service Cost as Part of Community Facilities District.** Landowner acknowledges that projected fire service costs for the Project may exceed the amount estimated in the Fiscal Impact Assessment for the Original Development Project prepared by Keyser Marston Associates dated February 2009 (the "2009 Fiscal Analysis") and that such fire service is beneficial to and necessary for the Project. At the time of formation of the CFD, Landowner shall also include in the CFD and vote in favor of a CFD which includes the maximum fire services costs as set forth in this paragraph. In the event that as of January 1, 2025 certificates of occupancy have been issued for at least 1,500 residential units within the Project and that the cost to the City of fire service (either as provided by the City or through contract) exceeds \$1,455,000 per year, the CFD shall include an obligation that each residential unit be obligated to pay a maximum amount of \$92.00 per year for fire service costs. This \$92.00 amount shall be payable each year from 2025 through 2029. In the event that as of January 1, 2030 certificates of occupancy have been issued for at least 2,000 residential units within the Project and that the cost to the City of fire service (either as provided by the City or through contract) exceeds \$1,687,000 per year, the CFD shall include an obligation that each residential unit be obligated to pay a maximum of \$192 per year for fire service costs. This \$192 amount shall be payable each year from 2030 through 2033. In the event that as of January 1, 2033 certificates of occupancy have been issued for at least 2,500 residential units within the Project and that the cost to the City of fire service (either as provided by the City or through contract) exceeds \$1,898,000 per year, the CFD shall include an obligation that each residential unit be obligated to pay a maximum of \$303 per year for fire service costs. This \$303 amount shall be payable beginning 2034 and continuing each year thereafter as long as residential units exist on the Property. The actual amount allocated to each residential unit shall be calculated based on the cost of service in year 2024 for the amount payable between 2025 and 2029, in year

2029 for the amount payable between 2030 and 2033, and in year 2033 for the amount payable beginning in 2034. If the Stadium Alternative Project has been elected in accordance with the terms of this Agreement, then the provisions of this Section 15.2.2 shall not apply from and after the date that the Stadium Alternative Project achieves the City Revenue Hurdle (as defined below).

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

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

16. Public Benefits to be provided by Landowner.

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

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

16.2.1 Workforce Outreach Coordination Program. Landowner shall initiate and fund a Workforce Outreach Coordination Program (the "WOCP") at a maximum amount of \$150,000 per year, for a maximum of five (5) years, starting from the date Landowner reasonably estimates to be one year prior to the anticipated start of construction of Phase A January 1, 2014; provided however, that in order to ensure that the goals of the WOCP are met, the WOCP will continue until at least 6 months after the opening of the Stadium (if the Stadium Alternative Project is elected). The WOCP shall include the costs of outreach and publicity, and retention of a qualified Workforce Outreach Coordinator whose job responsibilities shall include marshaling and coordinating workforce outreach, training and placement programs for the following types of positions: (i) construction jobs, including pre-apprentice programs, (ii) if the Stadium Alternative Project is selected, employees working for and during events at the Stadium (e.g., Stadium staff members, security, ticket takers, parking attendants, food service employees, etc.), (iii) employees working for retail tenants at the Hybrid Retail Center and (iiii) employees working at the Hybrid Retail Center in operations (e.g., security or

landscaping). The Workforce Outreach Coordinator shall also marshal and coordinate workforce outreach, training and placement programs in order to engage in the following community outreach activities: (i) notification and advertising of available workforce programs; (ii) establishing a community resources list that will include the ~~Inglewood Contractors Association~~ organizations such as the Inglewood Chamber of Commerce, the Inglewood Area Ministerial Alliance, service organizations, block clubs, community town hall meetings, and religious organizations; and (iii) notification and advertising of upcoming job opportunities and job fairs as described in Subsections 16.2.2, 16.2.4 and ~~46.2.5-16.2.6~~. The overall objectives and goals of the WOCP shall include the following: (i) establishing strategic community outreach partners with existing organizations such as community organizations, churches, and state and local resources; (ii) partnering with community organizations to facilitate intake and assess potential job training candidates; (iii) building working relationships with contractors, religious organizations, local political leaders and other local organizations; (iv) working with existing workforce training organizations to identify and apply for state and federal grants; (v) working with contractors to estimate the number of employment opportunities and required skills; and (vi) monitoring efforts by contractors as required in this Section. In furtherance of the aforementioned objectives, the Workforce Outreach Coordinator shall also coordinate with existing organizations, which offer employment and training programs for Inglewood residents, ~~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: (1) upon commencement of job search, publication of job availability of the Senior Management Positions published once each week in a newspaper of general circulation in Inglewood for at least three weeks, and (2) utilization of the resources and networks of the WOCP to identify and solicit qualified Inglewood residents. This obligation shall exist for the duration of this Agreement. The City and Landowner agree that the job specifications and duties for the Senior Management Positions shall be similar to those generally applicable for on-site general managers, leasing coordinators, marketing coordinators and community outreach/relations officers at similar mixed use developments within California.

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

16.2.4 MBE/DBE Businesses. Landowner shall require that all construction contractors shall have a goal to achieve participation by minority/~~disadvantaged~~ 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~~ contractor obligations with respect to this goal ~~these goals~~ are satisfied by engaging in the following activities: (i) utilization of the WOCP to identify and solicit MBE/DBEs; (ii) coordination with organizations such as the Inglewood Contractor's Association Chamber of Commerce, the Urban League, and the South Bay Workforce Investment Board to identify and solicit MBE/DBEs; and (iii) funding (by Landowner only) and participation in job fairs as further provided in Subsection 16.2.5. ~~The WOCP shall also identify and solicit MBE/DBEs regarding opportunities related to ongoing operations at the Hybrid Retail Center.~~ 16.2.6

16.2.5 Local Employment Opportunities for Stadium Jobs. if the Stadium Alternative Project is selected, Landowner shall also engage in the following process with the goal of hiring qualified Inglewood residents for no less than 35% of the employment positions needed in connection with Landowner's post-construction operation of the Stadium and by Landowner's contractors, subcontractors and vendors with respect to events, following completion of construction: (i) upon commencement of a job search, publication of employment opportunities once each week in a newspaper of general circulation in Inglewood for at least three weeks (unless the job is filled sooner), and (ii) utilization of the resources and networks of the WOCP to identify and solicit qualified Inglewood residents. Landowner and its contractors, subcontractors and vendors' obligations with respect to this goal shall be satisfied by engaging in the following activities: (i) utilization of the WOCP to identify and solicit qualified Inglewood residents; (ii) coordination with organizations such as the Inglewood Chamber of Commerce, the Urban League, and the South Bay Workforce Investment Board, to identify and solicit qualified Inglewood residents; and (iii) funding (by Landowner only) and participation in job fairs as further provided in Subsection 16.2.6.

16.2.6 Job Fairs. Landowner shall contribute a maximum of \$250,000 over the lifetime of the Project in order to fund at least ~~four~~ five (45) 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 commencing construction activities on the Project Site, at least one job fair shall take place at least ninety (90) days prior to the opening of the Stadium, and at least one job fair shall take place at least ninety (90) days prior to the opening of the Hybrid Retail Center, with the other job fairs to take place at intervals during the construction on the Project Site. The jobs fair shall be open to the general public and include information about available employment opportunities as well as opportunities to submit resumes and applications. Landowner shall publish notice of the jobs fair once each week in a newspaper of general circulation in Inglewood for three weeks prior to the jobs fair. Landowners shall coordinate and consult with the WOCP in the development and presentation of the job fairs.

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

16.4 Police Store Front Facility. The Landowner shall pay for and construct a police storefront facility and related improvements located within the area ~~designated in Exhibit H~~ and shall include the following improvements and fixtures, subject to the limitations and conditions contained in this Section 16.4: 2,000 net useable square feet; ~~adjacent to or in close proximity to the theater and the Hybrid Retail Center's private security office~~; reception area for walk in traffic and customer service; private office area for one lead officer; open area with desk or cubicles for officers; storage area for bikes and other equipment; holding area designed in

accordance with State law; male bathroom and locker area; female bathroom and locker area; one shower facility; Internet connections for desktop computers; onsite furnishings required for police storefront (i.e., desks, chairs, tables, counter); installation of electrical outlets, lighting, and HVAC; charging system for three-wheeled and two-wheeled electrical personal transporter (e.g., T-3) located in storage or parking area. The police storefront facility may, if determined appropriate by the Chief of Police, be used for I-COP activities. Landowner shall complete design for the police storefront facility as part of the design 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 final certificate of occupancy for any of the building(s) within the Hybrid Retail Center. Landowner shall lease the police storefront facility to the City for so long as the 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) will pay all utility costs, association fees and common area maintenance costs applicable to the police storefront facility during the term of the lease. In consideration for the Landowner's obligations to provide the police storefront facility as described herein, the City shall commit to utilize the police storefront as appropriate and as determined by the Police Chief in her/his sole discretion. Landowner shall have the right to relocate the police storefront facility to another area of the Hybrid Retail Center Project that otherwise satisfies the requirements herein provided that Landowner (1) provides the Chief of Police and the City Administrator a written notice of the intent to relocate the police storefront facility and the proposed new location at least 120 days prior to date the relocation will occur, (2) Landowner pays for and constructs the new police storefront facility and obtains a certificate of occupancy for the police storefront facility at least 15 days before relocation of the police storefront facility, and (3) Landowner pays the City's actual moving costs for transferring equipment and materials to the new location. If the Stadium Alternative Project has been elected in accordance with the terms of this Agreement, then from and after the date that the Stadium Alternative Project achieves the City Revenue Hurdle, the City, and not Landowner, shall be responsible for the payment of all utility costs, association fees and common area maintenance costs applicable to the police storefront facility during the term of the lease.

16.5 Reserved.

16.6 Casino Property Final Subdivision Map, Required Parking, and Operation During Renovation. To facilitate the renovation of the existing casino/gambling facility on the Property, the final subdivision map for the casino parcel and the three (3) associated parking parcels shall not be subject to any improvement conditions so that the final maps may be recorded immediately after approval of the tentative map. During the renovation of the casino, there shall be a minimum of 858 parking spaces available to the casino operators for guests and employees. Prior to the start of the casino renovation, Landowner shall provide the City with a phasing plan indicating the temporary location of the required parking spaces and showing compliance with City parking standards, during the casino renovation, which locations may change as construction progresses. During the renovation and construction of the parking structure, if the Director of Planning, based on substantial evidence, determines that additional parking spaces are necessary, Landowner and City will meet and confer as to the appropriate number of additional spaces that must be provided. If the Parties are unable to mutually agree on an increased amount of spaces, the Chief Planner may increase the number of required parking spaces to ~~4400~~ 1,100.

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

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

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

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

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

Agreement, the payments made by the Retail Property Landowner pursuant to this Section shall not exceed the amount of the funds paid to the Retail Property Landowner pursuant to Section 2.4 of the Owner Participation Agreement.

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

The Landowner shall lease to the City at no cost, the rights to 282 acre feet per year starting as of the Effective Date; provided, however, that if the water rights are leased to an entity other than the City on the Effective Date then Landowner shall only be required to lease said water rights to the City starting on the next July 1-st 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 I (the "Civic Site"). The deed shall expressly reserve reserved temporary access and construction easements in favor of Landowner, and its successors, in order to allow for the construction of street and other Public Improvements adjacent to the Civic Site and to provide Landowner, or its successors, an access easement to access the monitoring well to collect samples. To the extent the potable waterline easement, reclaimed waterline or gas pipeline easement shown on the attached Exhibit I interfere with the City's chosen Civic use, upon the City's written request to the Landowner, the Landowner shall remove the potable waterline reclaimed waterline or pipeline easement within the later to occur of three years after the Effective Date or the date that the City has secured the building permits for the Civic use and is ready to commence construction. If Landowner has not otherwise removed the potable waterline, reclaimed waterline or pipeline easement within the aforementioned time frame, then Landowner shall reimburse the City for the costs to remove and relocate the subject water and gas lines. The City shall take the Civic Site subject to the existing monitoring well and Landowner shall have no obligation to remove the associated monitoring well.~~

City may select and approve a civic use that is consistent with the uses analyzed in the EIR for the Project and permissible on the Civic Site pursuant to the Specific Plan; *provided, however*, that notwithstanding anything to the contrary contained in this Agreement or the Specific Plan, the City may not select the following uses for the Civic Site: market-rate housing, retail, commercial or office unless the commercial or office use is accessory to an otherwise permissible civic use, and provided further, however, that if the Stadium Alternative Project is selected, the City may only select uses for the Civic Site that are compatible with the adjacent Stadium, such as a transit center, public parking facility, or public park. If the Civic Site is transferred to a Landowner or an Affiliate of a Landowner of any other property encumbered by this Agreement, then the use restrictions set forth in the foregoing sentence shall be of no further force and effect. City may also select, as a proposed civic use, affordable housing or affordable senior housing use of up to 200 residential units provided that the standards and design are consistent with the Specific Plan and compatible with the Project. The City shall be responsible for preparing any additional environmental review that may be necessary for the proposed use of the Civic Site to the extent such additional review is necessary. ~~The EIR for the Specific Plan anticipates a base entitlement of 2,995 units and a maximum of 3,500 housing units on site 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 505 residential units. To accommodate the utilization of the Civic Site for affordable housing, Landowner agrees that to the extent the City shall select and approve the affordable housing/senior housing use not later than the earlier of three (3) years from the giving of the Notice of Start of Development or six years after the Effective Date, Landowner shall forego the ability to convert to an equal number of units under the Equivalency Program. To the extent that the City selects affordable/senior residential uses for the Civic Site within the aforementioned time period, the maximum amount of additional housing units that may be created by Landowner through the Equivalency Program shall be an aggregate 505 units, less the number of units approved by the City (up to a maximum of 200), it being understood that none/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 505 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 3,500 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 sustainability principals, Landowner shall recycle demolition material to the extent reasonably possible. Materials generated during demolition that will not be reused on site shall be exported as soon as is practical within 3 months/months of the demolition that generated the subject materials.~~

16.11.2 Materials to be Reused On-Site: A portable crushing plant will be set up on site to crush concrete and asphalt ("Aggregate") and to allow the Aggregate to be recycled and reused on site for road base and other miscellaneous uses. During the initial phases of construction the portable crushing plant shall be located no closer than 900 feet to the Century Boulevard

or Prairie Avenue property line. The Parties recognize that as the construction proceeds the plant location will change, but in no event shall the portable crushing plant be located less than 300 feet from adjacent existing residential uses. In addition, the portable crushing plant shall be located and operated in such a manner that noise generated from the plant is consistent with the City's noise ordinance. Aggregate and other materials that will be reused on-site shall be stored within a fenced area in a location that limits to the greatest extent possible their visibility from Century Boulevard and Prairie Avenue and from adjacent residential properties. If onsite construction of Public Improvements ceases for a period of 24 months and the Aggregate piles cannot be adequately screened from public view, then the Aggregate piles shall be relocated at the request of the City.

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

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

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

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

16.15 Use of Stadium for Charitable Causes. Subject to the requirements of this Section 16.15, if the Stadium Alternative Project is elected by the Landowner, then from and after the date that the Stadium or ancillary performance venue, as applicable, is open for business to the public, Landowner shall provide City or a City-recognized local community-based charitable organization with the use of the Stadium for up to two (2) days per calendar year and with the use of the ancillary performance venue for up to eight (8) days per calendar year (each a "Community Event"), on days that the Stadium or ancillary performance venue is available. Any use of the Stadium that is not a major sporting event typically held in a stadium shall be subject to Landowner's approval. Community Events may be booked a maximum of six weeks in advance for events between Wednesday and Saturday, and a maximum of seven weeks in advance for events between Sunday and Tuesday. Community Events shall not take place over more than a one-day period unless otherwise approved in writing by Landowner, such approval not to be unreasonably withheld, conditioned or delayed. Community Events shall not be designed to earn a profit or otherwise compete with the operations or booking opportunities of the Stadium or the ancillary performance venue as determined by Landowner in its sole discretion. There shall be no more than two Community Events in each calendar month. Landowner shall provide such use of the Stadium and/or ancillary performance venue at no cost to City; provided, however, that City shall procure event insurance and indemnify Landowner for liability arising out of City's use of the Stadium and/or ancillary performance venue and City shall bear the actual out-of-pocket expenses incurred by Landowner in connection with the usage of the Stadium and/or ancillary performance venue, including but not limited to security, food and beverage (if utilized), insurance, clean-up and trash removal, ushers, ticket-takers and stagehands (the "Event Expenses"). City shall not charge an admittance fee or set ticket prices or secure sponsorships or grants in excess of the good faith estimated amounts necessary for City to recoup the Event Expenses; provided, however, that notwithstanding the foregoing, the City will not be in violation of this Section 16.15 in the event that actual ticket sales exceed the estimated amount of ticket sales. City and Landowner shall enter into a rental agreement that shall govern City's use for Community Events. Landowner shall provide an estimate of the expected Event Expenses for City review and approval prior to entering into any rental agreement. Landowner shall also consult with the City regularly regarding any changes to such estimate. The rental agreement shall contain the Landowner's then-current standard terms and conditions that the Stadium and/or ancillary performance venue requires of all users; provided, however, all such terms, including but not limited to, any indemnity and/or insurance obligations of the City shall be consistent with and subject to applicable California law. The obligation of Landowner under this Section 16.15 shall not apply during any times that the Stadium and/or ancillary performance venue is closed for material renovations and/or repairs or if the Stadium and/or ancillary performance venue is no longer being operated as contemplated in this Agreement.

16.16 Use of Primary Project Signage for Community Messages. If the Stadium Alternative Project is elected by the Landowner, then upon written request to Landowner, City shall receive at least one (1) rotation every five (5) minutes on project

identity signage facing onto public streets at the perimeter of the Project, except during the period during, and two (2) hours before and after, any scheduled event at the Stadium. Such rotation may be used for general public announcements and promotion of civic events and services.

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

17. Phasing. The Parties acknowledge that presently Landowner cannot predict the exact timing or sequence of the Phasing of the Project. Landowner therefore shall have the right to develop the Project in phases in such order and at such times as Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement. Public Improvements shall be incorporated as specified in the Phasing Plan as set forth in Exhibit J, and the First Phase shall include: (i) a minimum of 500,000 gross square feet of Hybrid Retail Center as defined in Section 2, which will include (a) at least two anchor tenants one of which shall be a theater with a minimum of 12 screens and (b) a minimum of ten thousand square feet of Upscale Table-Service Restaurant space as defined in Section 2.49, (ii) a police storefront facility 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) residential units if the Stadium Alternative Project is elected (iv) a Stadium (collectively the "First Phase"). A minimum of 340,000 gross square feet of the Hybrid Retail Center shall be completed as a condition to the issuance of the 1,584th building permit for a residential unit in the Project. It is understood that development on the casino renovation project may precede the commencement of the parcel may proceed independently from the remainder of the new development, including the First Phase, and is considered "Phase A." The casino renovation phase includes 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 obligated to develop the Property, provided that any development commenced on the Property must be consistent with the requirements of this Agreement. In addition, notwithstanding anything to the contrary contained in this Agreement, Landowner's obligation to provide a Hybrid Retail Center 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 lease to particular retail tenants or otherwise interfere with Landowner's leasing of the Hybrid Retail Center; provided, however, Landowner shall not lease or convey any portion of the Hybrid Retail center for the following uses: (a) membership warehouse stores; (b) liquidation retailers such as "99 Cent Only" stores and "\$1 Only" stores; (c) drive-through fast food; or (d) stand-alone pads on which fast-food restaurants are located; or (e) a large-format retail discount store of 100,000 square feet or more, or a retail discount store of less than 100,000 square feet that devotes more than ten percent (10%) of its sales floor to groceries, unless otherwise approved by City Council.

18. Transfers and Assignments. Subject to the terms of this Section 18, Landowner shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to third Persons (the "Transferee") acquiring an interest or estate in all or a portion of the Property (the "Transferred Property"), including, but not limited to, purchasers or long term ground lessees of individual lots, parcels, or of any of the buildings located within the Property. Notwithstanding the foregoing, each Landowner also shall have the right to assign or transfer specific rights granted to it under this Agreement (e.g., the right to deliver notices to the City or the right to receive reimbursements pursuant to Section 15.3) without a transfer of an interest or estate in all or a portion of the Property, and if such transfer of a right is to Affiliate of Landowner such transfer or assignment may be made without the City's prior written consent. If there is more than one Landowner, Landowners may allocate responsibility for the construction, operation, and/or maintenance of any Public Improvements amongst themselves without City's prior written consent, provided that the affected Landowners deliver notice of same to City promptly following such allocation. Any sale, transfer or conveyance of the Property, or portion thereof, shall comply with the state Subdivision Map Act and Existing City Subdivision Ordinance laws. Landowner shall provide thirty (30) days written notice to City prior to the effective date of any sale, transfer or assignment (collectively, "Transfer") of its interest in all or any portion of the Property or any of its interests, rights and obligations under this Agreement, and upon giving of such notice Transferee shall be deemed a Party. Landowner shall remain fully liable for all obligations and requirements under this Agreement after the effective date of the Transfer unless Landowner satisfies the following conditions: (1) prior to the effective date of the Transfer, Transferee executes and delivers to City an Assignment and Assumption Agreement in the form set forth in Exhibit K to this Agreement specifying the obligations and requirements to be assumed by the Transferee; (2) Landowner has not received a notice of a Default under this Agreement that remains uncured as of the effective date of the Transfer; and (3) Landowner has received the applicable consent to the Assignment and Assumption Agreement as follows: (a) if Transferee is to assume any of the obligations or requirements to construct Public Improvements in the First Phase and is not an Affiliate of Landowner, then prior written consent of the City shall be required, which consent shall not be unreasonably withheld, and (b) if Transferee is to assume any of the obligations or requirements to construct Public Improvements in phases subsequent to the First Phase and is not an Affiliate of Landowner, then prior written consent of the City Administrator on behalf of the City shall be required, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, if (a) Transferee is to assume only the site-specific obligations, conditions or requirements that are related to the development of the Transferred Property (i.e., the Mitigation Measures, the Stadium Alternative Mitigation Measures, or Plot Plan Review conditions of approval, but not any obligation to construct Public Improvements) or (b) Transferee is an Affiliate of any Landowner as of the date this Agreement is adopted by the Initiative, then no consent shall be required. If conditions (1) and (2) are satisfied, and any consent (to the extent consent is required herein) is given, then Landowner shall be released from any further liability or obligation under this Agreement related to the Transferred Property as specified in the Assignment and Assumption Agreement, and the Transferee shall be deemed to be the "Landowner" under this Agreement with all rights and obligations related thereto, with respect to such Transferred Property. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee Defaults under this Agreement, such Default shall not constitute a Default by Landowner with respect to any other portion of the Property hereunder and shall not entitle City to Terminate or modify this Agreement with respect to such other portion of the Property.

19. Lender Obligations and Protections.

19.1 Encumbrances on the Property. The Parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, from encumbering the Property (except that subject to Section 46.9-16.9 the Civic Site shall be dedicated to the City free of any mortgages or encumbrances) or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use, or operation of the Property.

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

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

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

20. Estoppel Certificate. ~~Either~~Any Party may, at any time, and from time to time, deliver written notice to ~~the~~any other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Default; and (d) such other information as may reasonably be requested. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The City Administrator shall have the right to execute any certificate requested by Landowner hereunder. City acknowledges that a certificate hereunder may be relied upon by Transferees, Lenders and Mortgagees.

21. Annual Review.

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

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

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

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

21.5 Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the City Council shall be commenced within thirty (30) days of the final decision by the City Council.

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

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

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

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

23. Amendment. Cancellation or Suspension.

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

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

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

23.4. Minor Amendment. A "Minor Amendment" is any amendment of this Agreement other than a Substantive Amendment. A Minor Amendment may be approved by written agreement ~~approved, without a public hearing~~, by the City Administrator. A Minor Amendment shall include modifications to the Stadium Alternative Mitigation Measures, provided that the City Administrator finds that, on the basis of substantial evidence, the changed measures are equivalent to or more effective than the original Stadium Alternative Mitigation Measures.

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

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

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

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

25. Remedies for Default. Subject to the notice and opportunity to cure provisions in Section 26 below, the sole and exclusive judicial remedy for any Party in the event of a Default by the other Party shall be an action in mandamus, specific performance, or other injunctive or declaratory relief. In addition, upon the occurrence of a Default and subsequent to the procedures described in Section 26, the non-defaulting Party shall have the right to Terminate this Agreement, but any such Termination shall not affect such Party's right to seek a remedy on account of the Default for which this Agreement has been Terminated, and shall be subject to the procedures specified in this Agreement. Landowner expressly agrees that the City, Redevelopment Agency, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively, for purposes of this Section 25, "City") shall not be liable for any monetary damage for a Default by the City or any claims against City arising out of this Agreement. Landowner hereby expressly waives any such monetary damages against the City. City expressly agrees that the Landowner and its officers, agents, employees, volunteers and representatives (collectively, for purposes of this Section 25, "Landowner") shall not be liable for any monetary damage for a Default by the Landowner or any claims against Landowner arising out of this Agreement. City hereby expressly waives any such monetary damages against Landowner. Any legal action by a Party alleging a Default must be filed within 180 days from the end of the default procedure described in Section 26.

26. Procedure Regarding Defaults. For purposes of this Agreement, a Party claiming another Party is in Default shall be referred to as the "Complaining Party," and the Party alleged to be in Default shall be referred to as the "Party in Default."² A Complaining Party shall not exercise any of its remedies as the result of Default unless such Complaining Party first gives notice to the Party in Default as provided in this Section, and the Party in Default fails to cure such Default within the applicable cure period.

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

26.2. Cure. Subject to Section 36, the Party in Default shall have thirty (30) days from receipt of the notice of Default to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged Default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing Party's receipt of the notice), the curing Party provides written notice to the other Party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be agreed to by the Complaining Party to be reasonably necessary to correct the matter).

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

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

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

27. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. If ~~either any~~ Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against ~~the any~~ other Party by reason of a Default, or otherwise arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees (including, without limitation, costs and expenses), which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this Section 27 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

28. Attorneys' Fees and Costs in Legal Actions by Third Parties to the Agreement. If any Person or entity not a Party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City for all costs (including, court costs) and attorneys' fees incurred by City in defense of any such action or other proceeding. In its sole discretion, City may tender its defense of such action to Landowner or defend the action itself. Upon a tender of defense to Landowner by City, Landowner shall defend through counsel approved by City, which approval shall not be unreasonably withheld, and Landowner shall bear all attorneys' fees and costs from the date of tender.

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

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

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

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

33. **Agreement Runs with the Land.** Except as otherwise provided for in this Agreement, all of the provisions, agreements, rights, terms, powers, standards, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other Persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California, and the burdens and benefits shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, and lessees.

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

35. **Insurance.**

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

35.2. **Workers' Compensation Insurance.** At all times that Landowner is constructing any improvements that will become Public Improvements, Landowner shall maintain workers' compensation insurance as required by California law for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

35.3. **Evidence of Insurance.** Prior to commencement of construction of any improvements which will become Public Improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 35.1 and 35.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, the Former Redevelopment Agency, other City agencies and their respective elective and appointive boards, commissions, officers, agents, employees, volunteers and representatives and to Landowner performing work on the Project.

36. **Excuse for Nonperformance.** Notwithstanding anything to the contrary in this Agreement, Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, laws, litigation, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform (a "Permitted Delay"); *provided, however*, that any failure by the Former Redevelopment Agency to make required payments or reimbursements under the OPA shall excuse the Landowner from making any payments or reimbursements under this Agreement that were the subject of the reimbursement or payment obligation, including (1) General Fund Stabilization Payments pursuant to Section 16.7; (2) Exactions that are first adopted or imposed by the City on the Project after the Adoption Date; and (3) Exactions that are increased by an amount in excess of any CPI Factor increase applied to the base fee as of the Adoption Date. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

37. **Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other Person shall have any right of action based upon any provision in this Agreement. City and Landowner hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any Person third party beneficiary status.

38. **Severability.** Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any Person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to Persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; *provided, however*, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to Terminate this entire Agreement from and after such determination.

39. **Waiver: Remedies Cumulative.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver. Except as provided in Section 25, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

40. **Applicable Law and Venue.** This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. The parties agree that any lawsuit or legal proceeding arising hereunder shall be heard in the ~~Federal~~United States District Court ~~infor~~ the Central District ~~of California~~ (Downtown Branch) if in federal court or the ~~Torrance~~Los Angeles County Superior Court ~~for the Southwest District (Torrance Courthouse)~~ if in California Superior Court, except that any writ of mandamus shall be filed in the Los Angeles County Superior Court for the Central District (Stanley Mosk Courthouse) or as otherwise required by the Court.

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

City:	City of Inglewood One Manchester Boulevard Inglewood, California 90301 Attention: City Administrator
with a copy to:	Office of the City Attorney of Inglewood One Manchester Boulevard Inglewood, California 90301 <u>Attention: City Attorney</u>
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 940 Santa Monica, California 90401 Attention: Douglas Moreland
with a copy to <u>Landowner</u> :	Gibson, Dunn & Crutcher LLP 333 S <u>Notice address for each Landowner</u> <u>and its legal counsel to be provided to City upon execution of this</u> <u>Agreement.</u> Grand Avenue Suite 4900 Los Angeles, California 90071 Attention: Amy R. Forbes

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

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

HOLLYWOOD PARK AMENDED AND RESTATED DEVELOPMENT AGREEMENT

EXHIBIT LIST

Exhibit A-1: ~~Legal description~~Description of the Entire Site

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

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

Exhibit A-3: Legal Description of Northern Parcel

Exhibit A-4: Legal Description of Residential Property

Exhibit A-5: Legal Description of Retail Property

Exhibit B: ~~General Plan Amendment~~Summary of Applicable Fees and Taxes

Exhibit C: Public Improvements

Exhibit C-1: Public Improvements (Stadium Alternative Project)

Exhibit D: Reserved

Exhibit E: CFD Parameters

Exhibit F: Park Maintenance Standards and Security Plan

Exhibit G: Conditions of Approval re Access and Maintenance of Lands for Public Use (Park Easements and Commitments for Retail Plazas)

Exhibit H: ~~Police Storefront Locations~~Reserved

Exhibit I: Civic Site Encumbrances

Exhibit J: Phasing Plan

Exhibit K: Assignment & Assumption Agreement

Exhibit L: Residential Disclosures

Exhibit M: Stadium Alternative Mitigation Measures

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Exhibit A

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Title No. 07-259807920-4MR
Locate No. CAPRT0925-0925-0199-0259-07920

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL 1:

PARCEL "C" OF PARCEL MAP NO. 25640, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 289, PAGES 53 TO 61 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. 00-0993688 OF OFFICIAL RECORDS.

EXCEPT THEREFROM 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 HYDROCARBONACEOUS SUBSTANCES TOGETHER WITH THE RIGHT TO MINE, EXTRACT, RECOVER AND REMOVE THE SAME, SUBJECT, HOWEVER TO THE PROVISIO AND COVENANTS THERETO CONTAINED.

ALSO EXCEPT THEREFROM UNTO MANCHESTER AVENUE COMPANY, A CALIFORNIA CORPORATION, BY DEED RECORDED AUGUST 31, 1956 IN BOOK 52174 PAGE 412, OFFICIAL RECORDS, AN UNDIVIDED 28/100 OF ONE PERCENT OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OR THE PROCEEDS THEREFROM IN AND UNDER OR THAT MAY BE PRODUCED OR MINED FROM THAT PORTION OF SAID LAND LYING NORTHERLY OF LINE PARALLEL WITH AND 1320 FEET MEASURED SOUTHERLY AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID SECTION 34.

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

ALSO EXCEPT THEREFROM UNTO MASON LETTEAN, F.T. HILTON AND JOHN R. MAC FADEN CONSTITUTING THE BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETERY ASSOCIATION, IN DEED RECORDED MARCH 18, 1964 IN BOOK 102398 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 OF 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.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY: THE EASTERLY 40.00 FEET OF PARCEL B AS SHOWN ON MAP OF PARCEL MAP 25640, IN THE CITY OF INGLEWOOD, AS PER MAP FILED IN BOOK 289 PAGES 53 TO 61 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4025-011-028 & 029

Exhibit A-1: Legal Description of Entire Site

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

PARCEL 1 ("NORTHERN PARCEL"):

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

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

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

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

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

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

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

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

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

PARCEL 2:

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

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

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

PARCEL 3:

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

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

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

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

PARCEL 4:

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

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

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

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

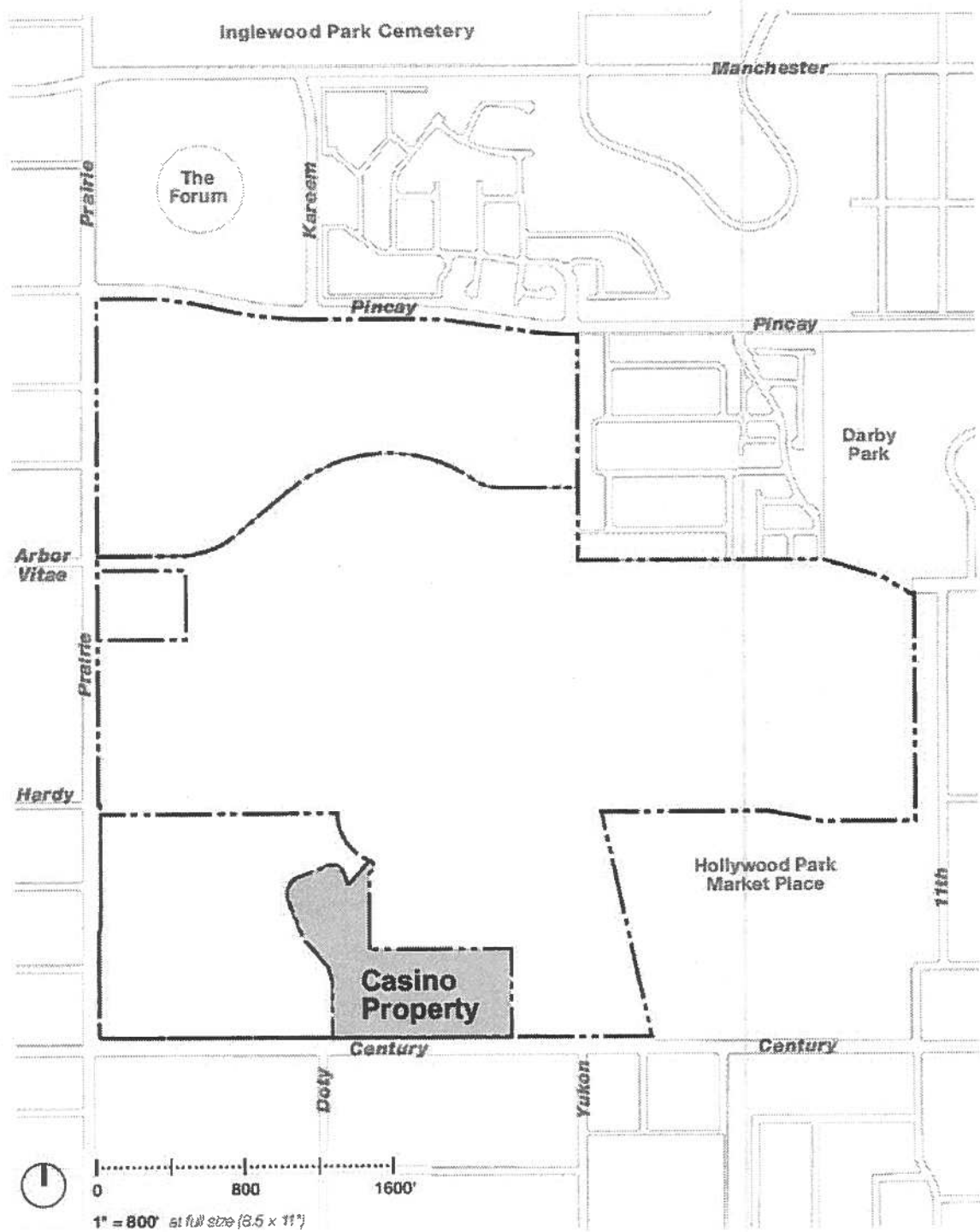


Exhibit A-2-2: Depiction of Casino Property (Post-LLA)

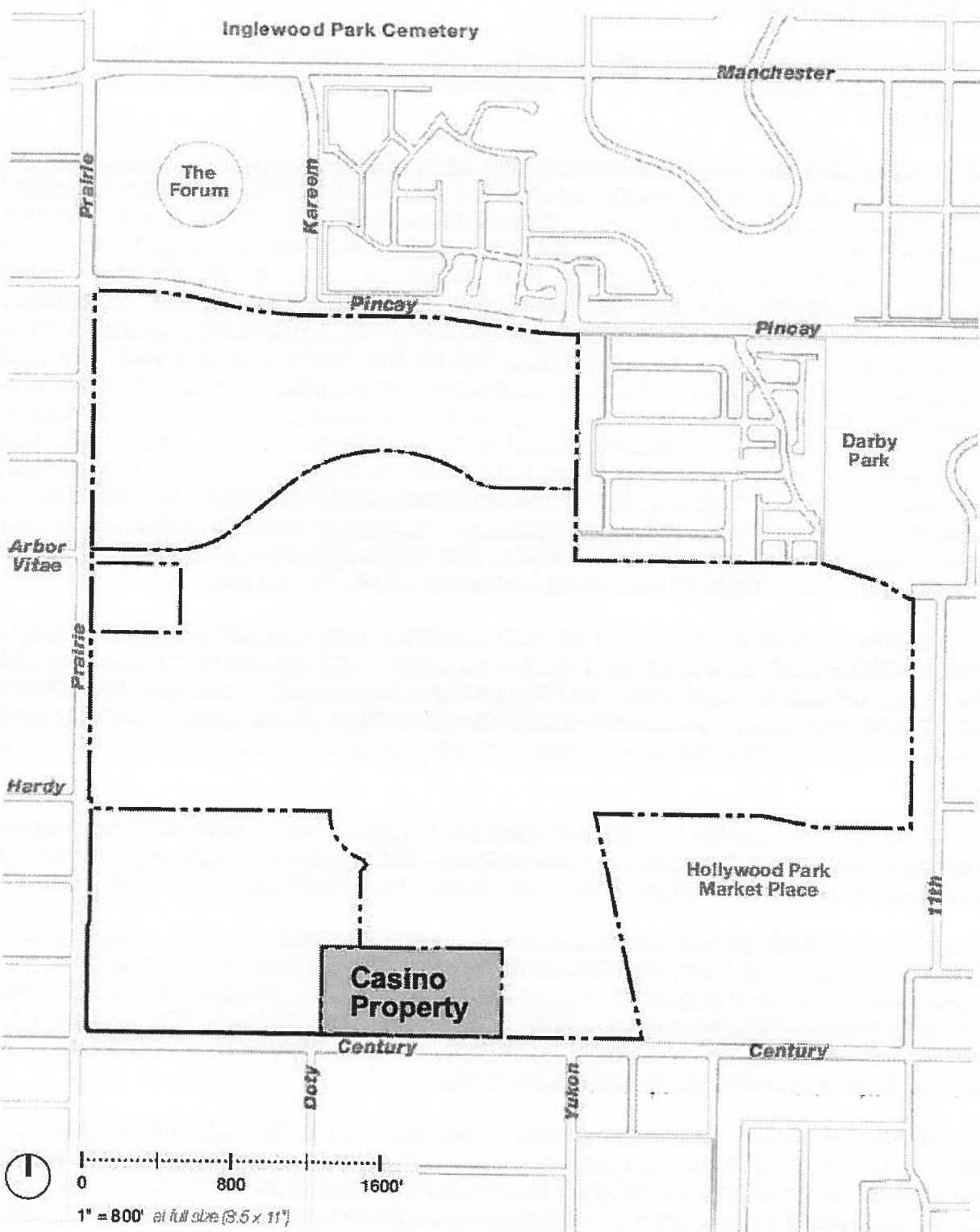


Exhibit A-3: Legal Description of Northern Parcel

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

PARCEL 1 ("NORTHERN PARCEL"):

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

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

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

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

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

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

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

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

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

Exhibit A-4: Legal Description of Residential Property

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

PARCEL 1:

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

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

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

PARCEL 2:

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

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

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

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

Exhibit A-5: Legal Description of Retail Property

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

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

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

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

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Exhibit B

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

"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, restaurants, 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 Inglewood's residents to live close to businesses and employment, respect the site characteristics, and are well-designed reflecting the traditions of the City.

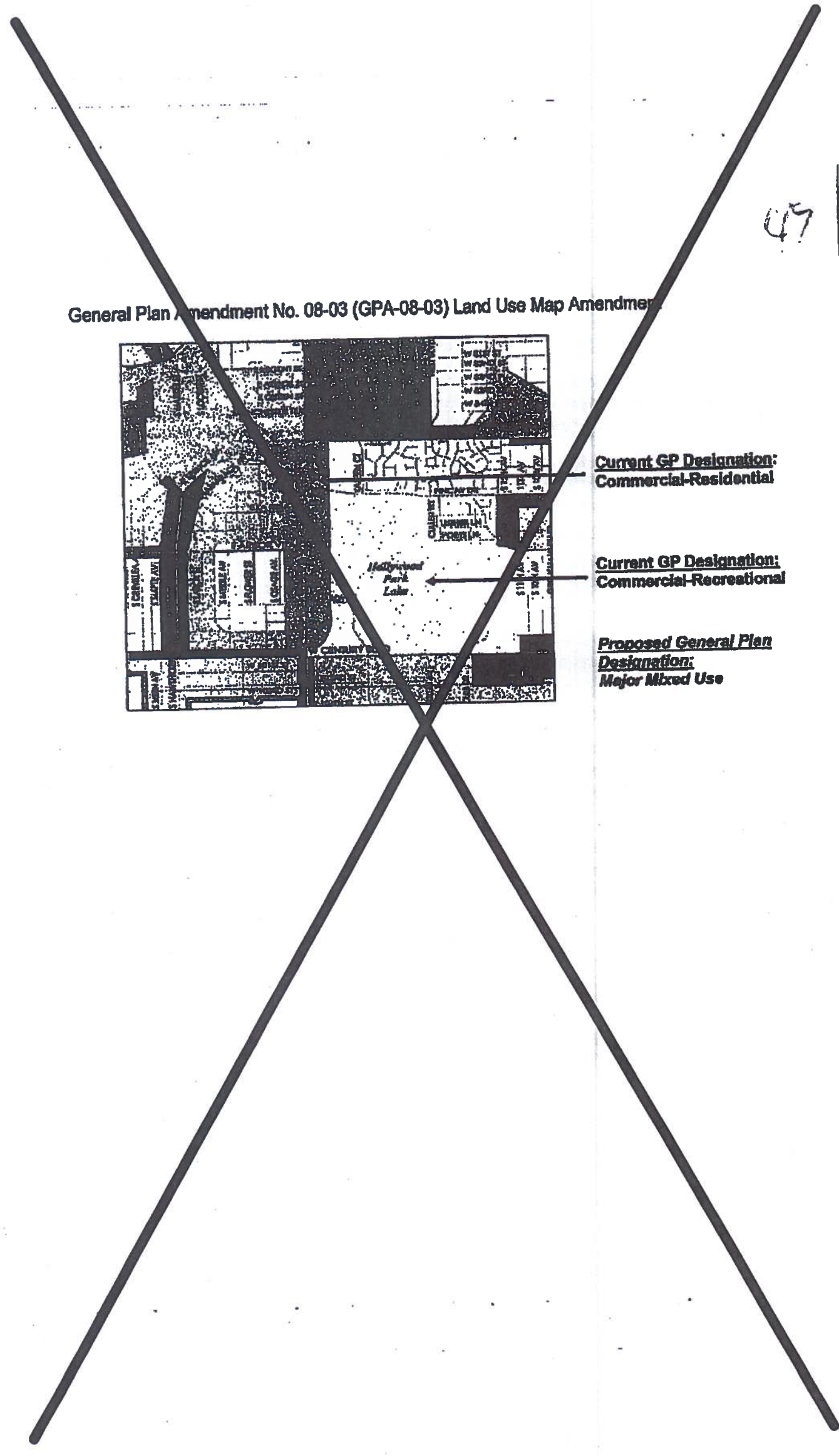
Policies

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.

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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.

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**Proposed General Plan
Designation:**
Major Mixed Use

Exhibit B: Summary of Applicable Fees and Taxes

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

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Exhibit C

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EXHIBIT C

HOLLYWOOD PARK – SCHEDULE OF PUBLIC IMPROVEMENTS

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

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

Phase 1:

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

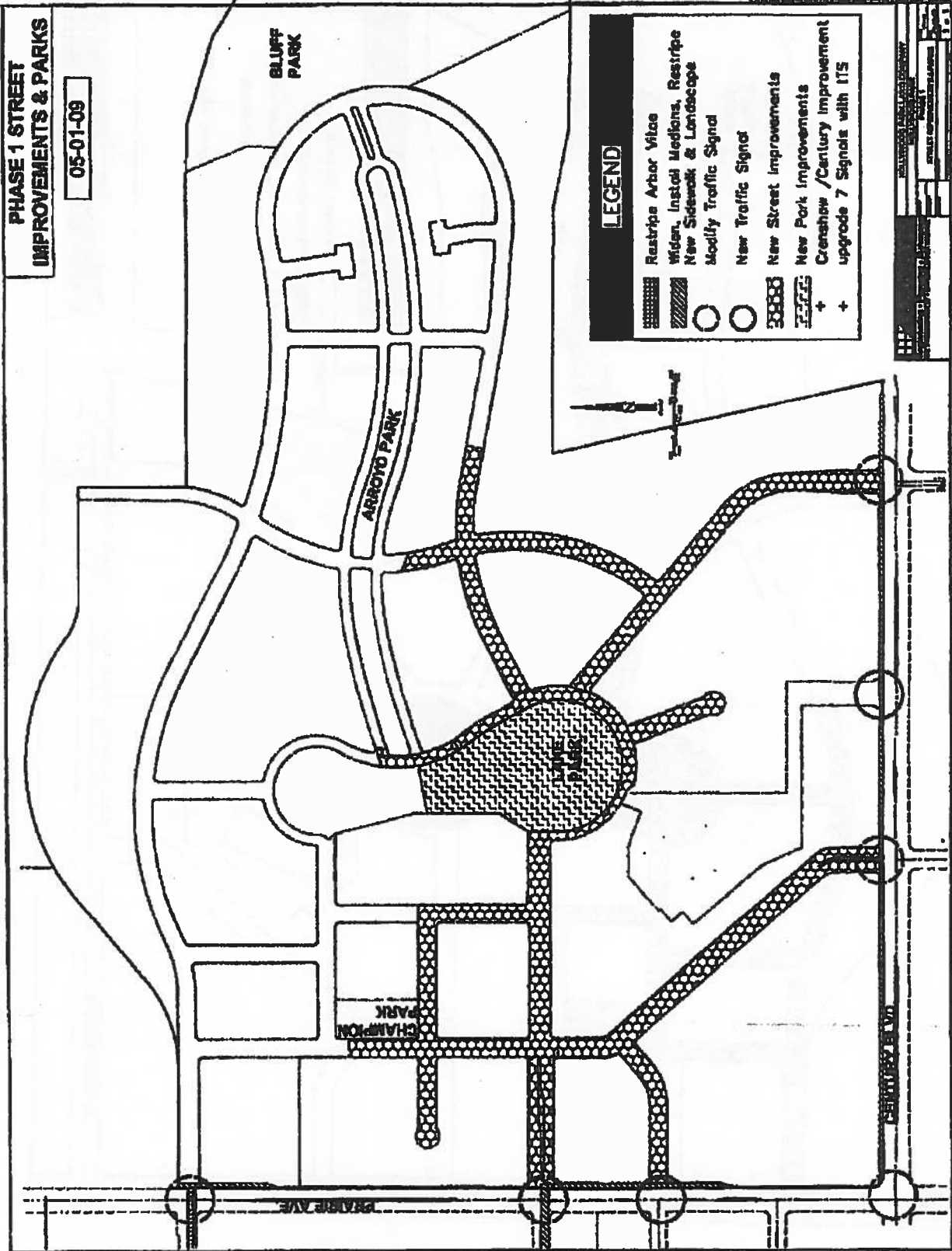
- Modify traffic signal improvements at Arbor Vitae/Prairie, Hardy/Prairie, Prairie/Century, Doty/Century and Yukon/Century. Add traffic signal improvements at 97th/Prairie, and the new casino entrance/Century.
- Widen west side of Crenshaw Blvd. north of Century.
- Upgrade 7 intersections with ITS traffic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

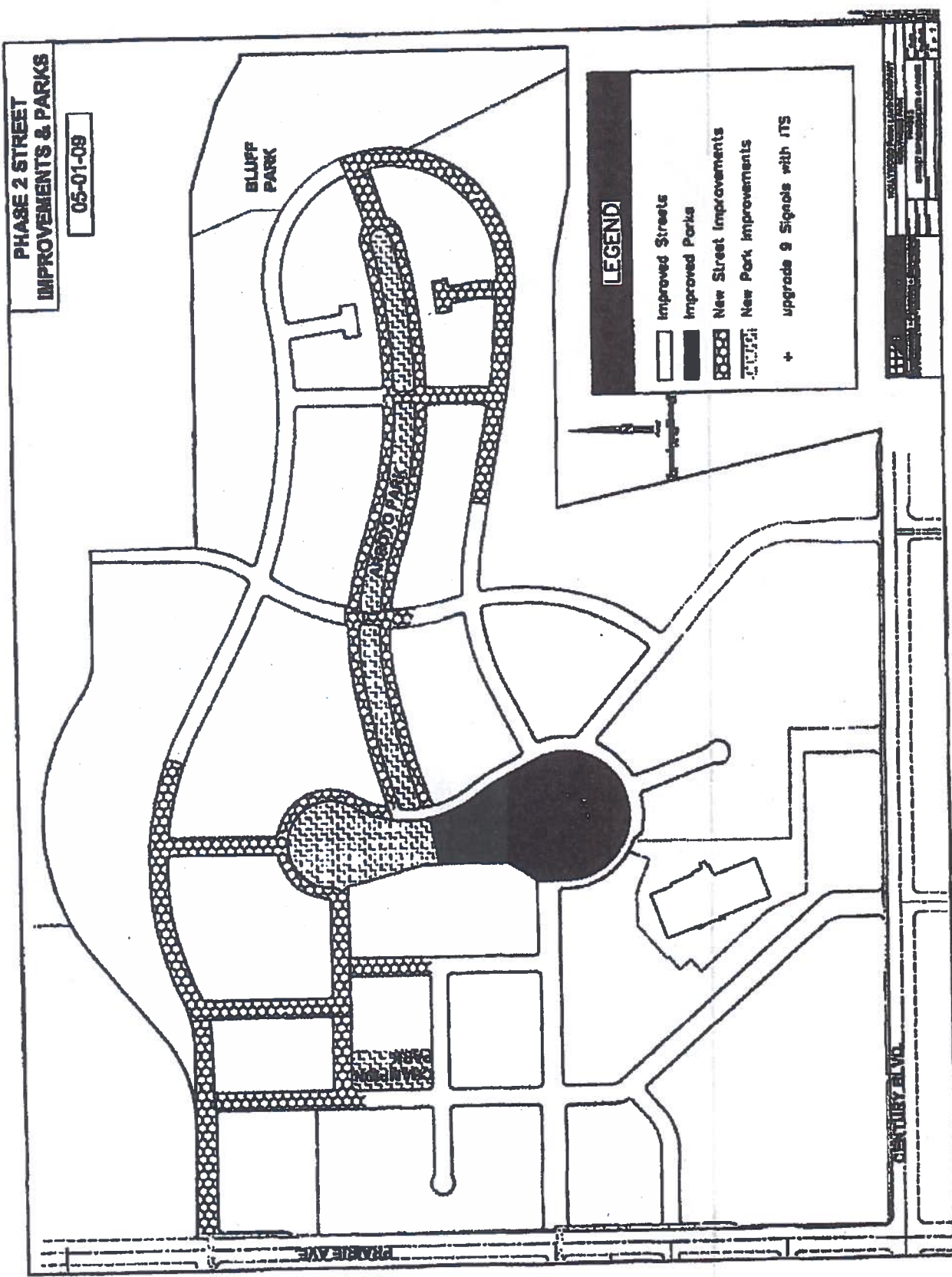
Phase 2:

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

Phase 3:

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

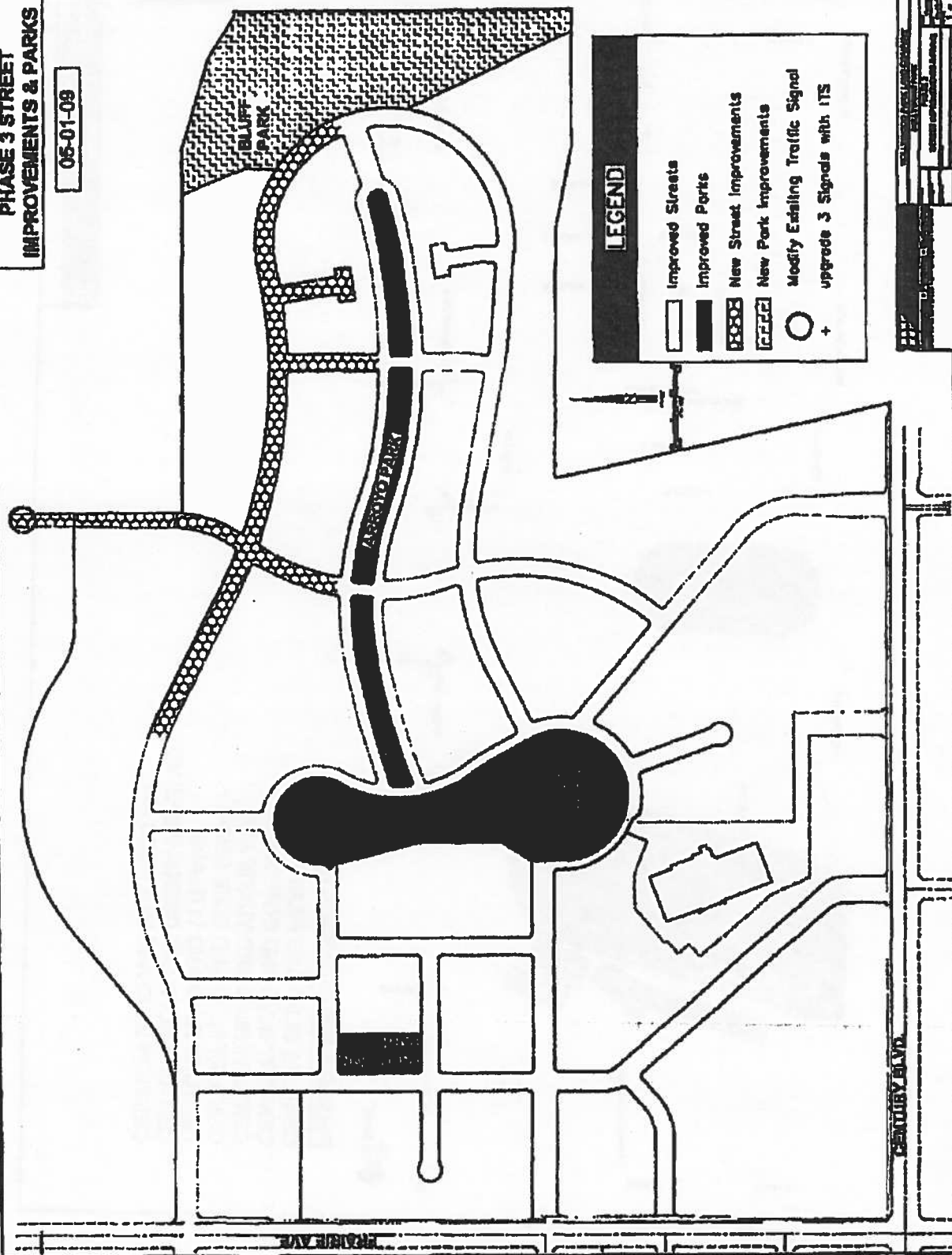




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**PHASE 3 STREET
IMPROVEMENTS & PARKS**

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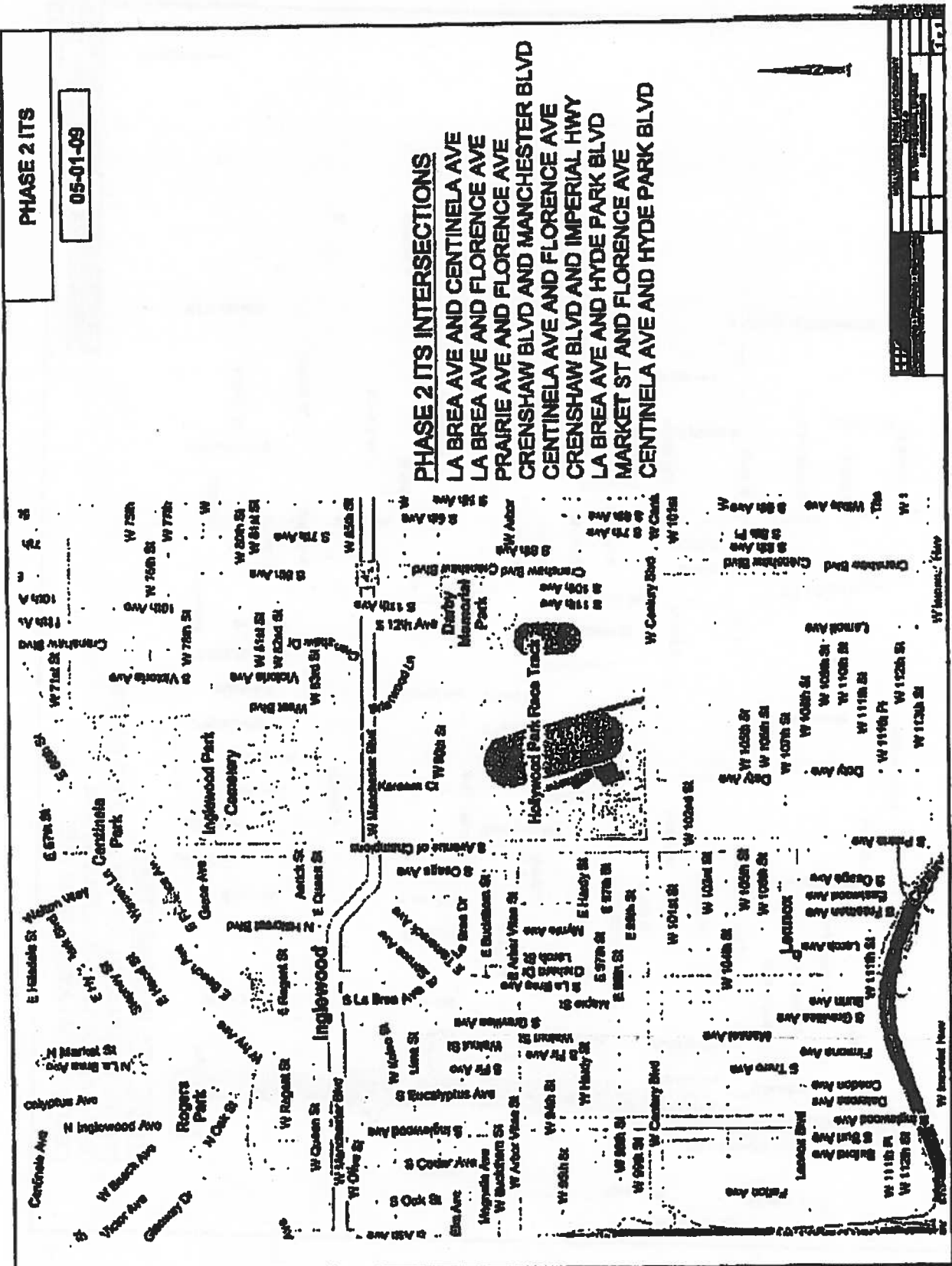
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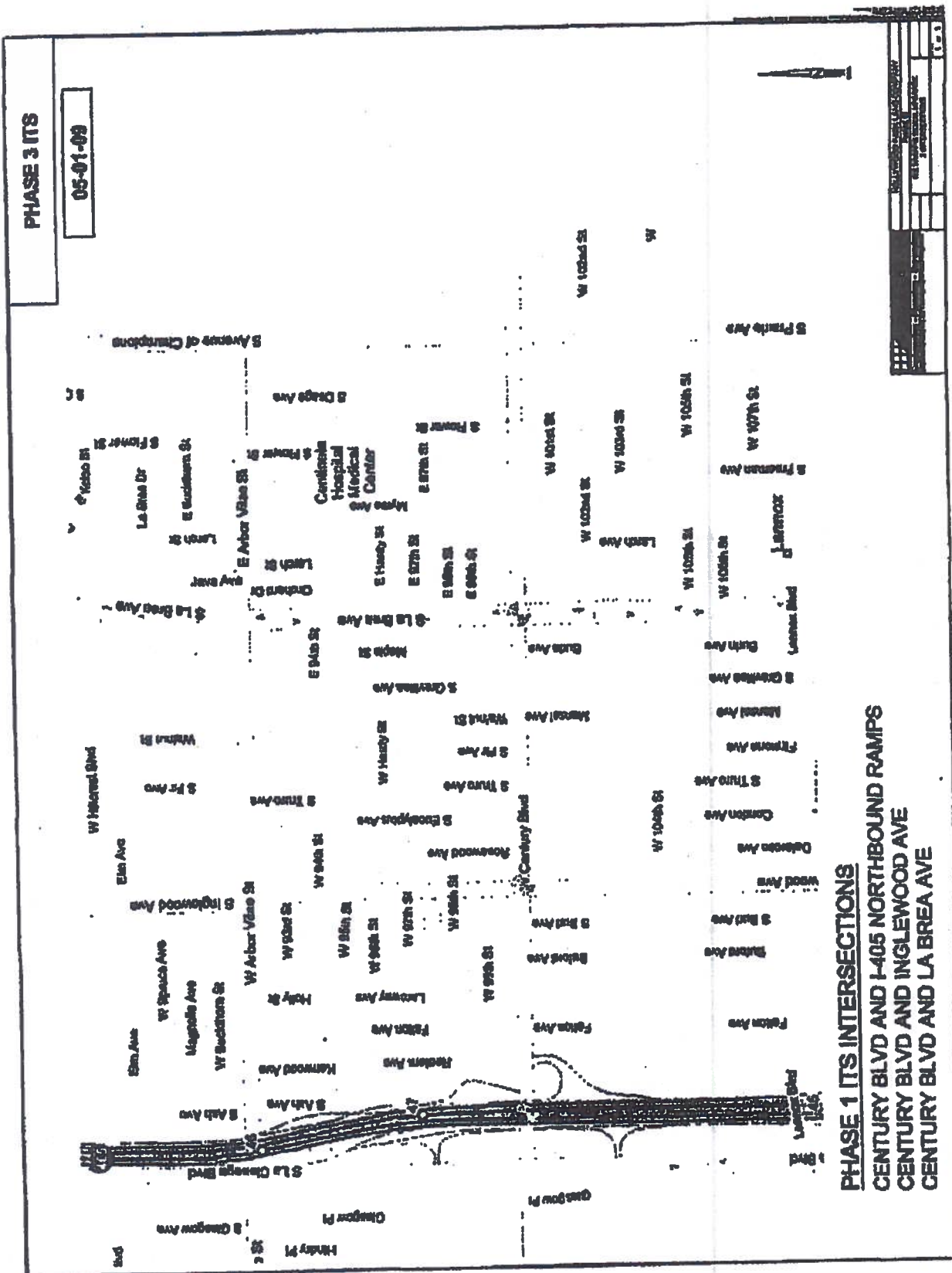
PHASE 1 ITS INTERSECTIONS
CENTURY BLVD AND PRAIRIE AVE
CENTURY BLVD AND DOTY AVE
CENTURY BLVD AND YUKON AVE
CENTURY BLVD AND CLUB DRIVE
CENTURY BLVD AND 11TH AVE
CENTURY BLVD AND CRENSHAW BLVD
CENTURY BLVD AND VAN NESS AVE

PHASE 2 ITS

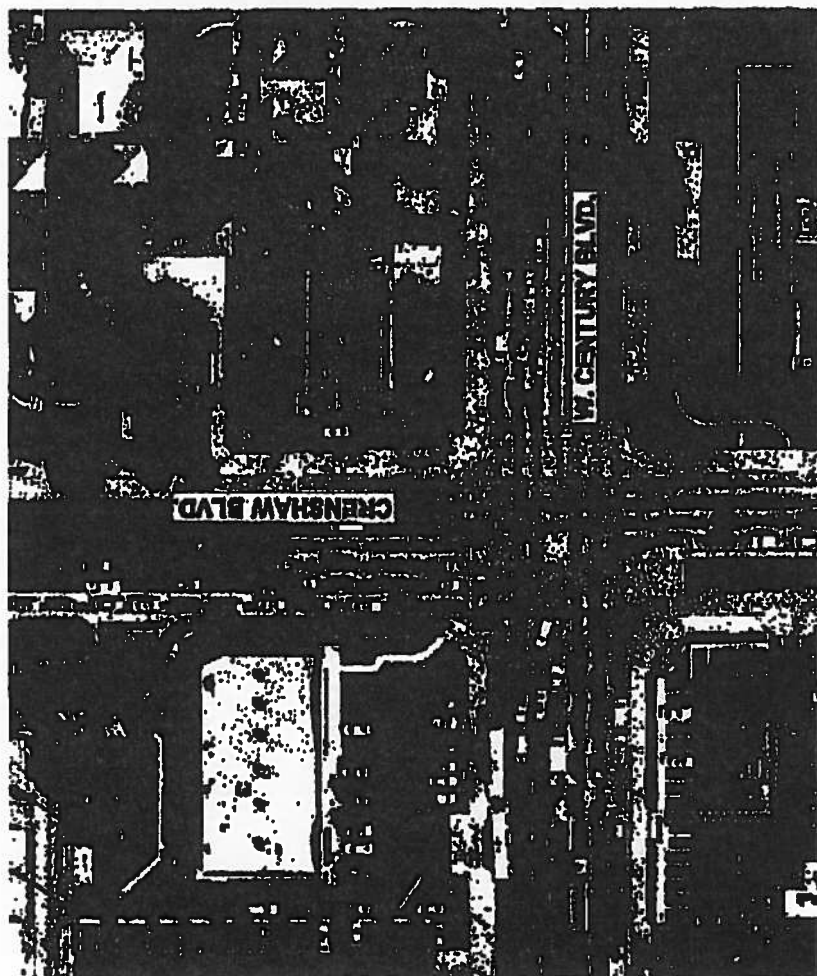
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PHASE 2 ITS INTERSECTIONS
 LA BREA AVE AND CENTINELA AVE
 LA BREA AVE AND FLORENCE AVE
 PRAIRIE AVE AND FLORENCE AVE
 CRENSHAW BLVD AND MANCHESTER BLVD
 CENTINELA AVE AND FLORENCE AVE
 CRENSHAW BLVD AND IMPERIAL HWY
 LA BREA AVE AND HYDE PARK BLVD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





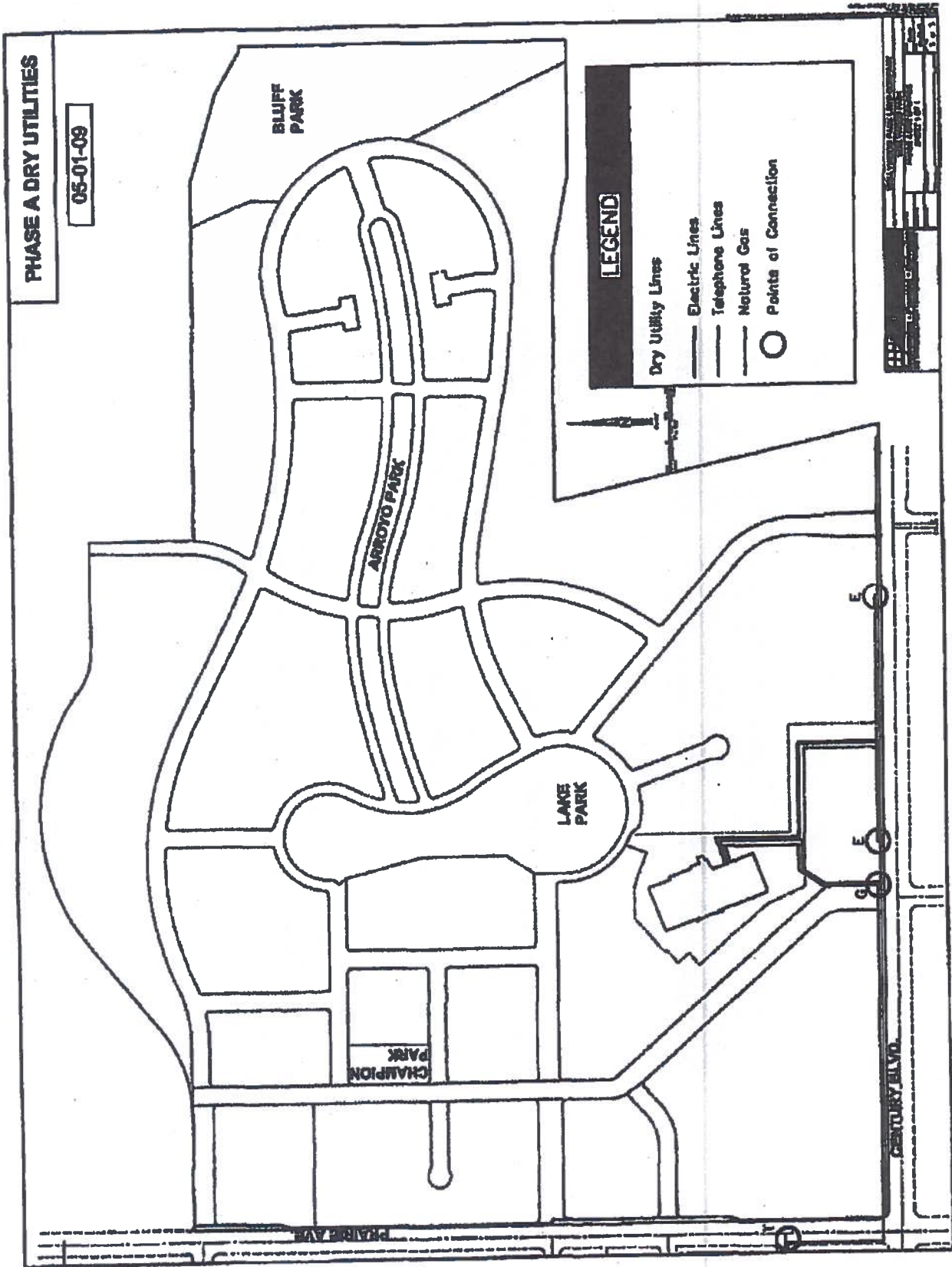
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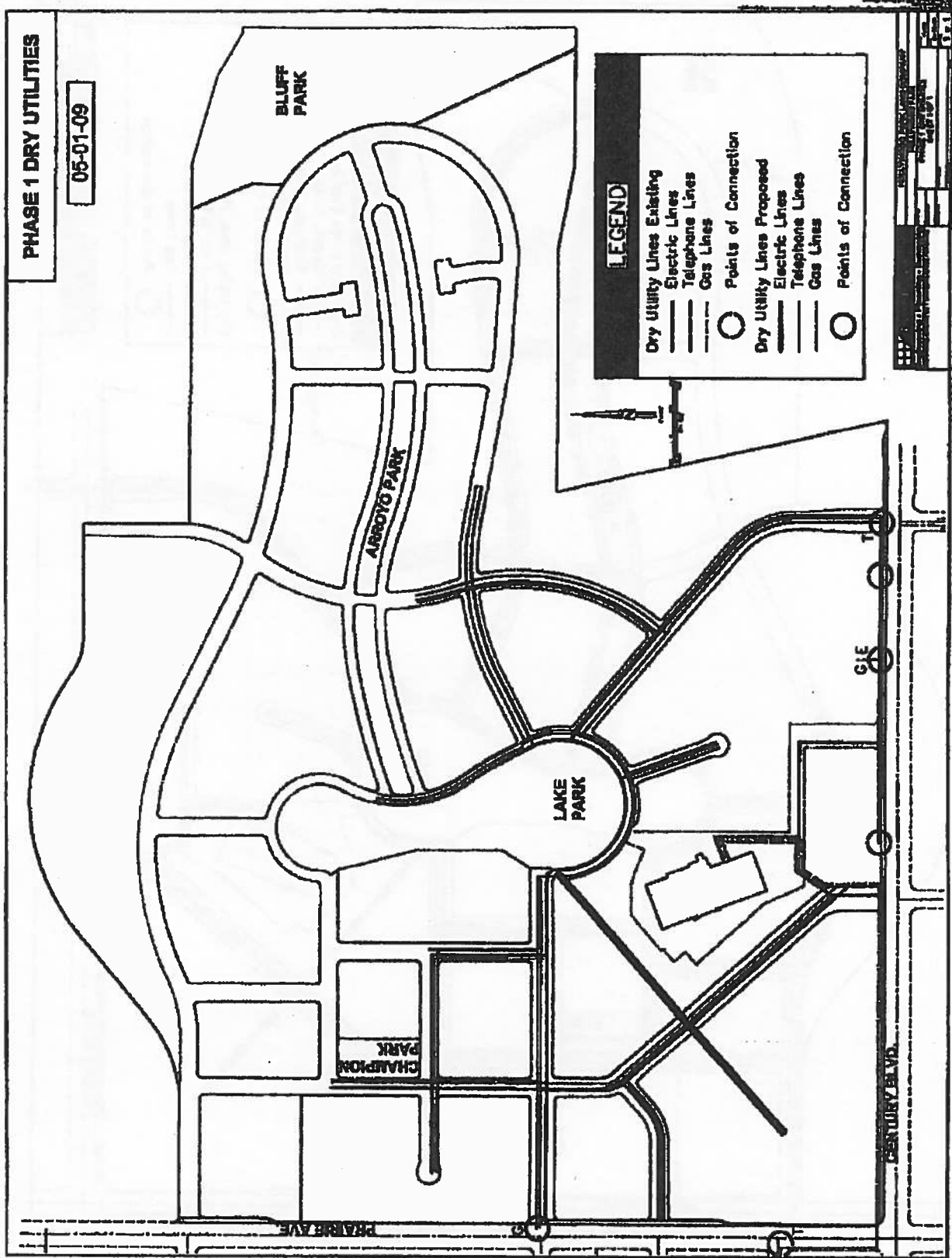
LEGEND

STREET MODENING

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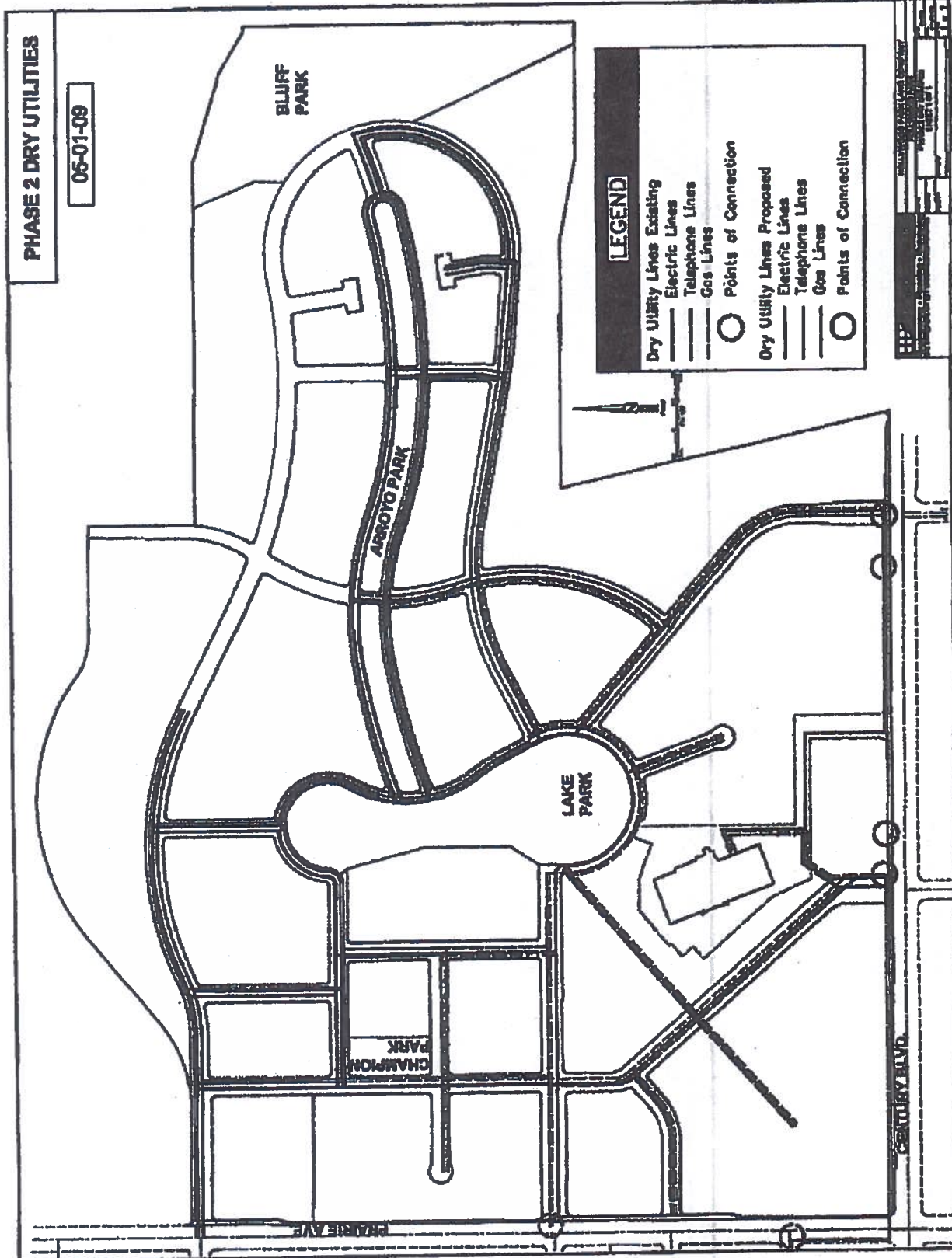
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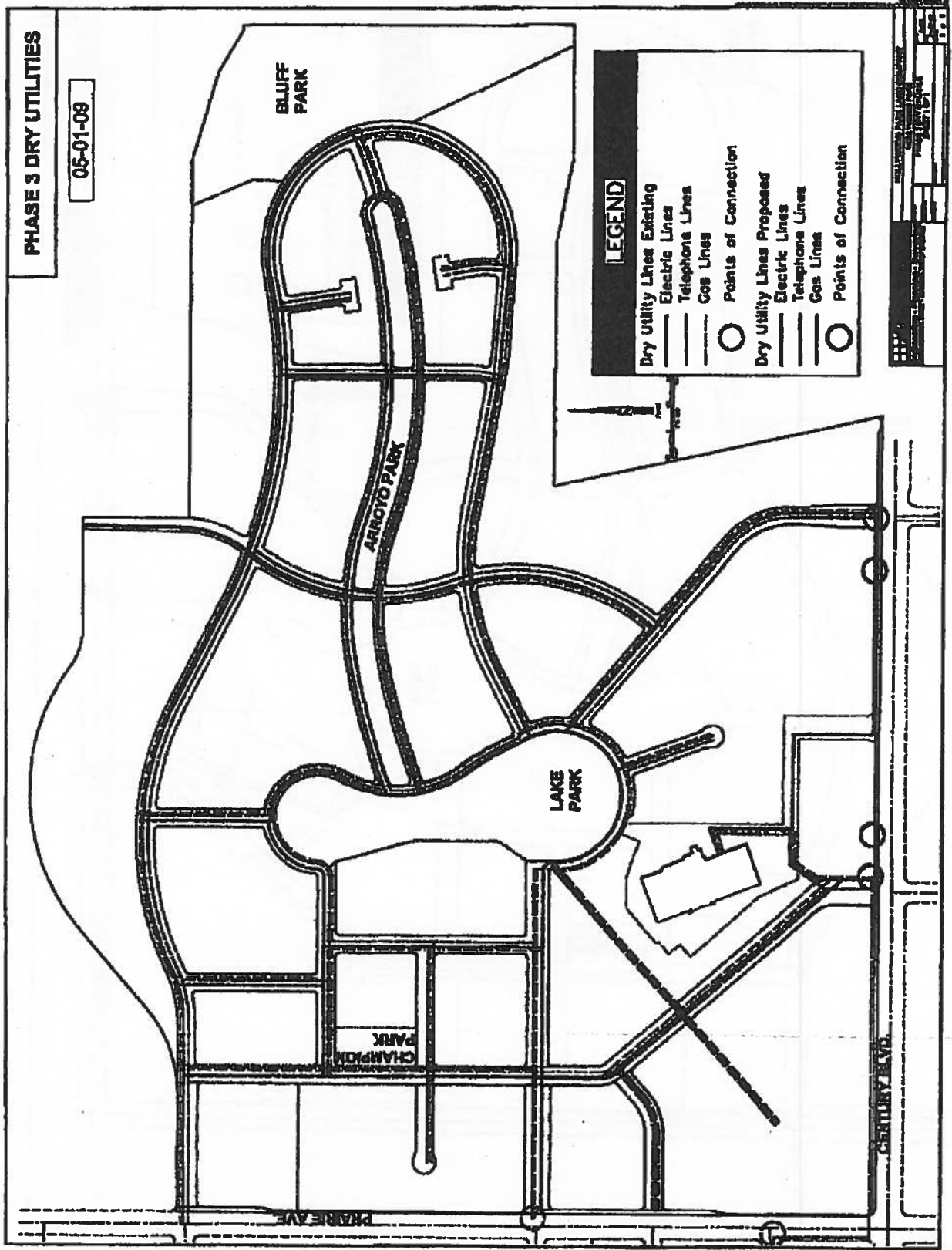
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PHASE 2 DRY UTILITIES

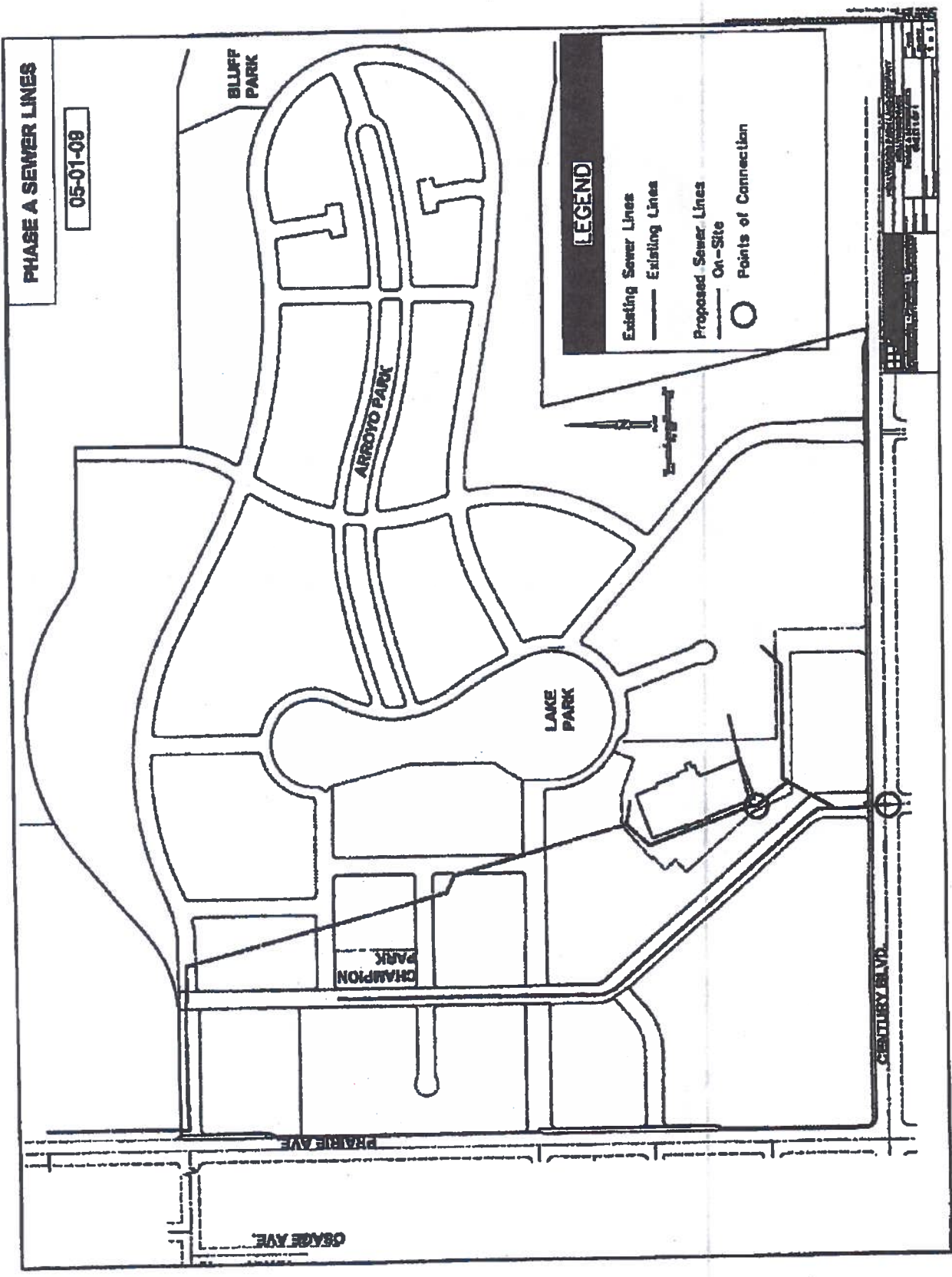
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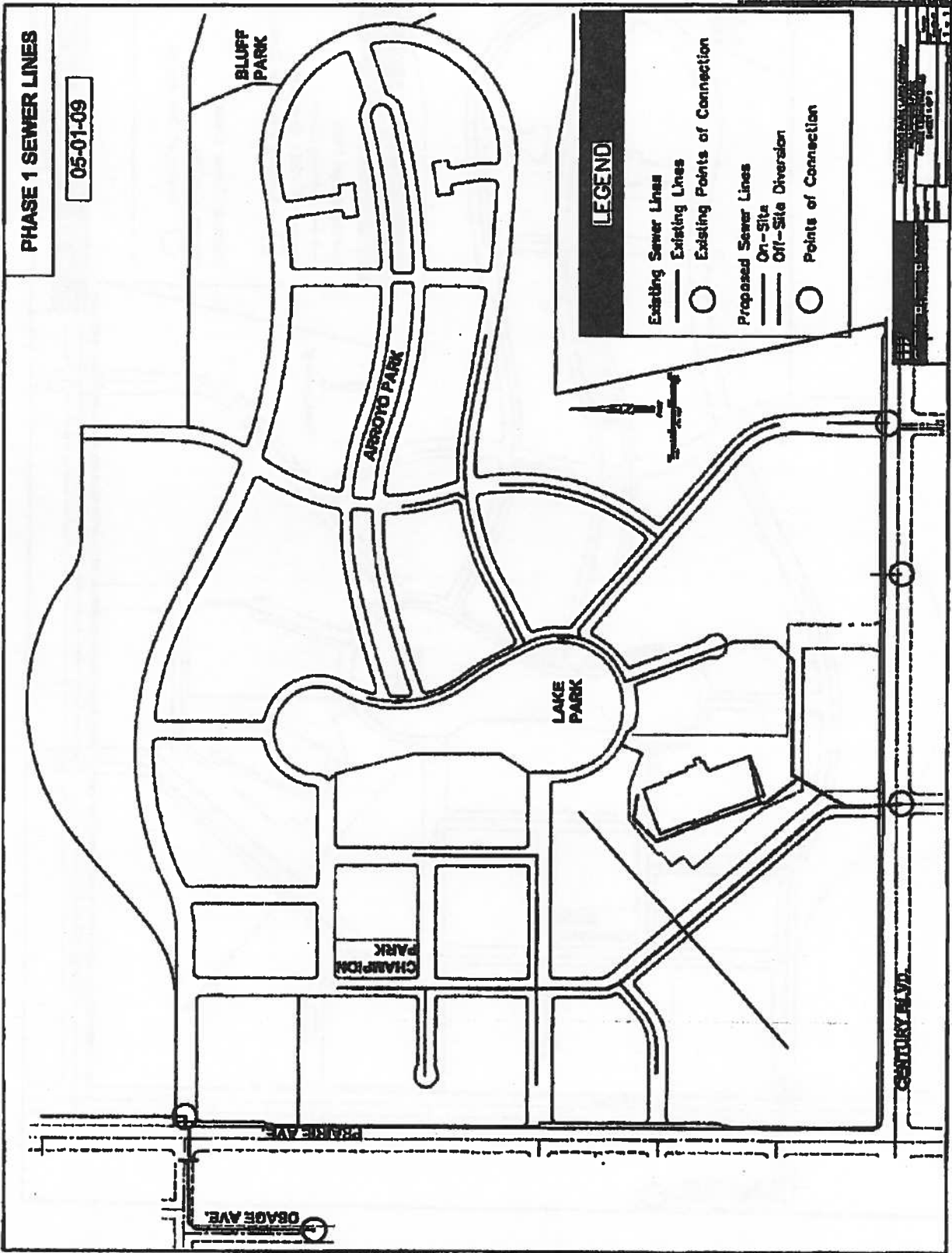
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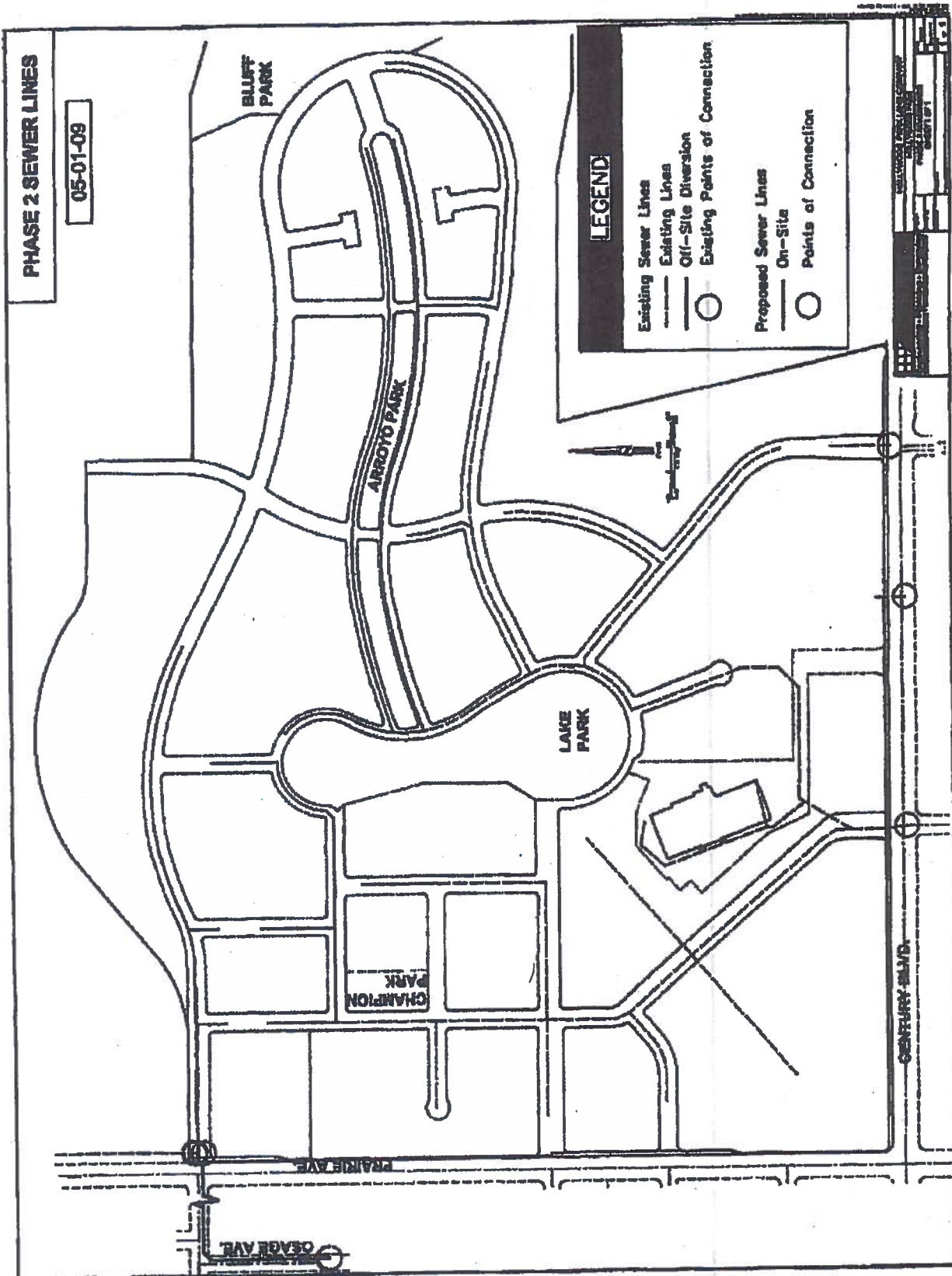
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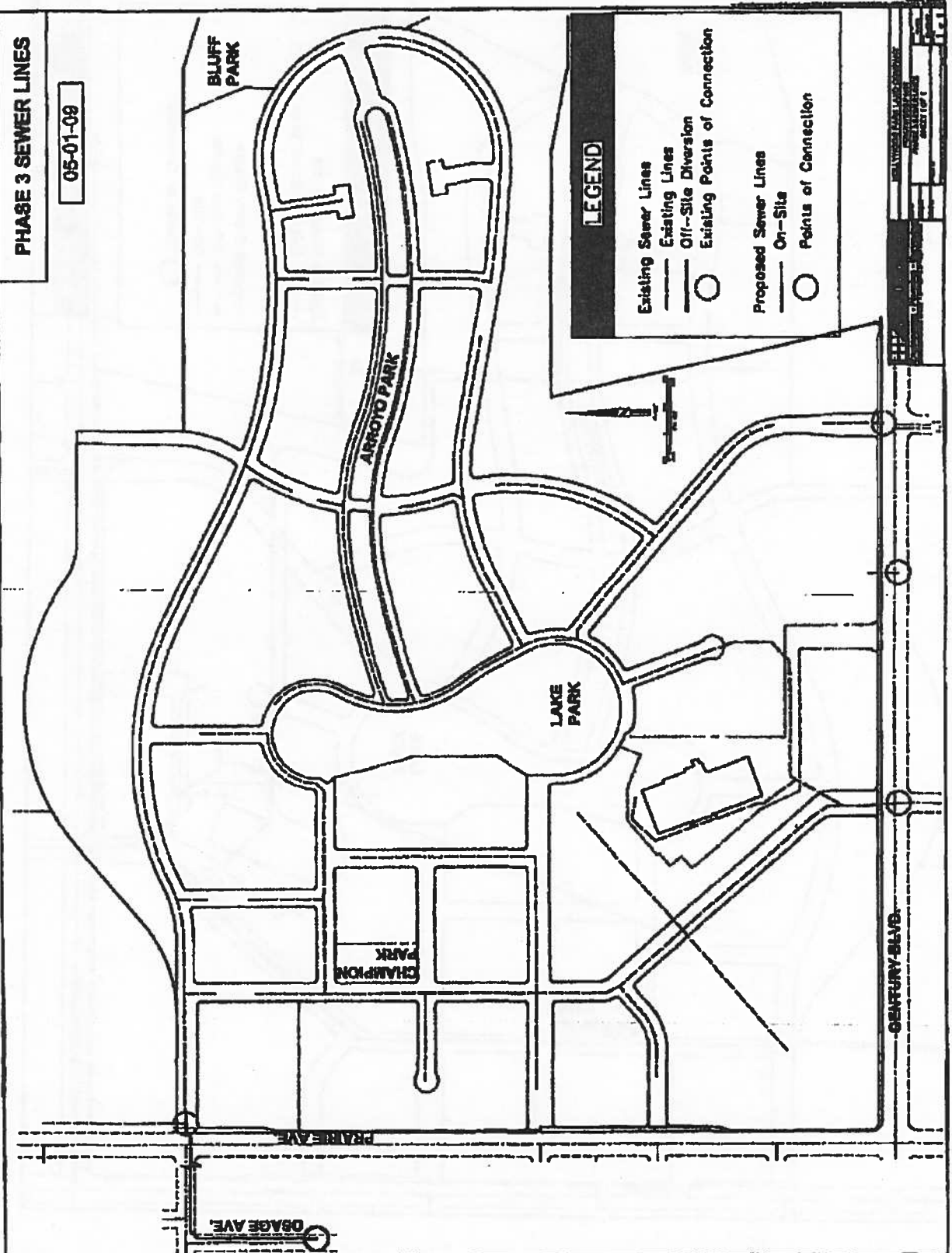
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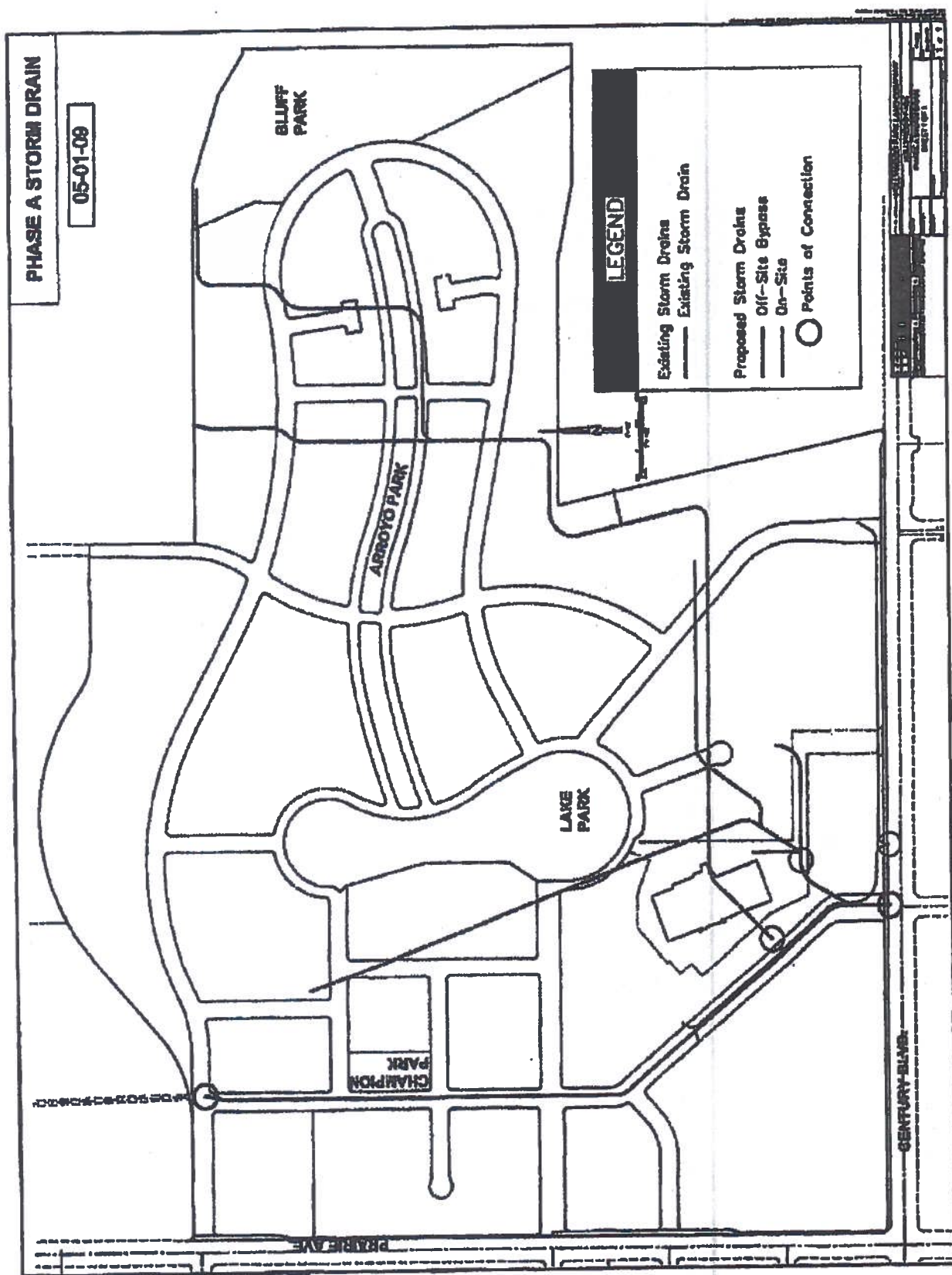


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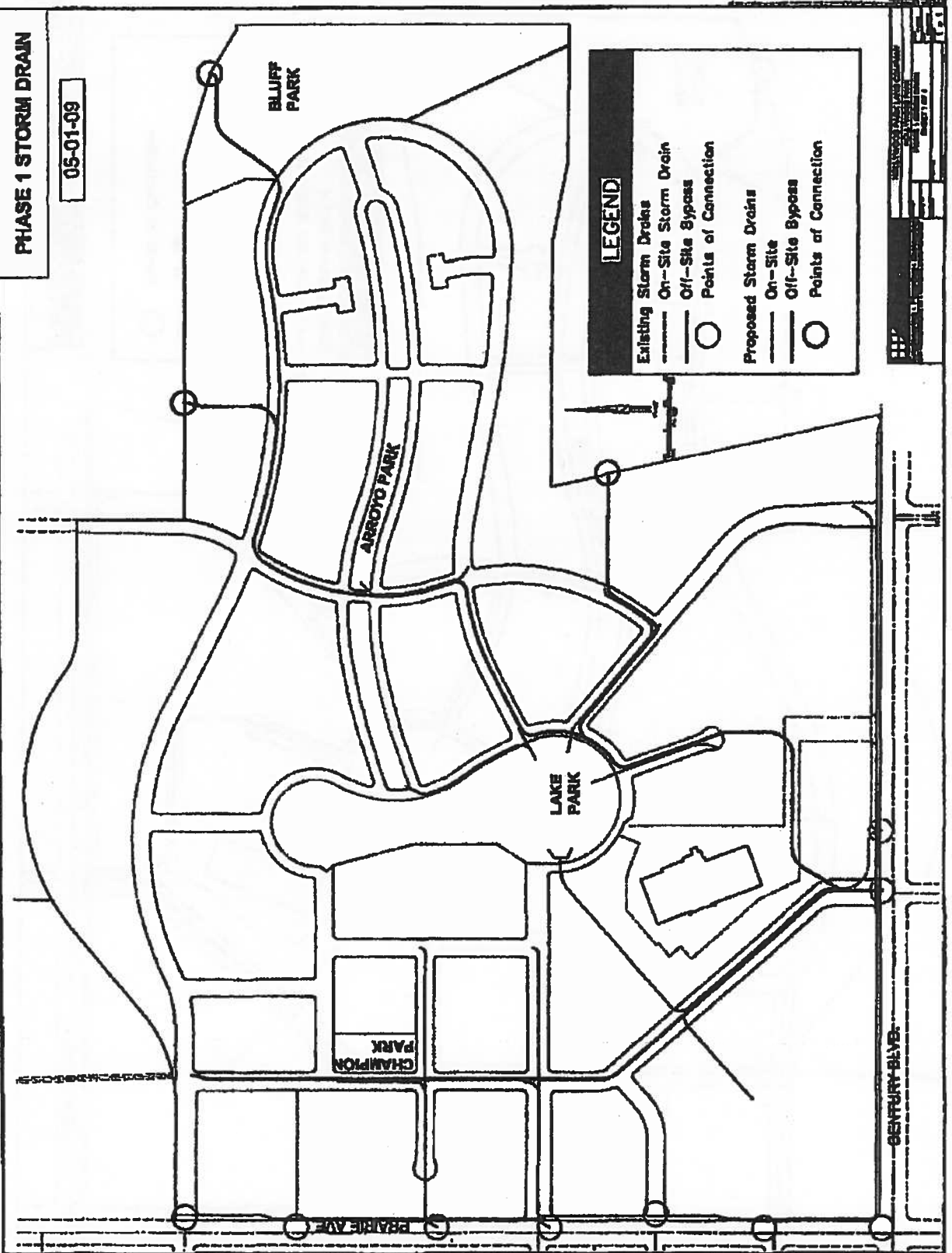


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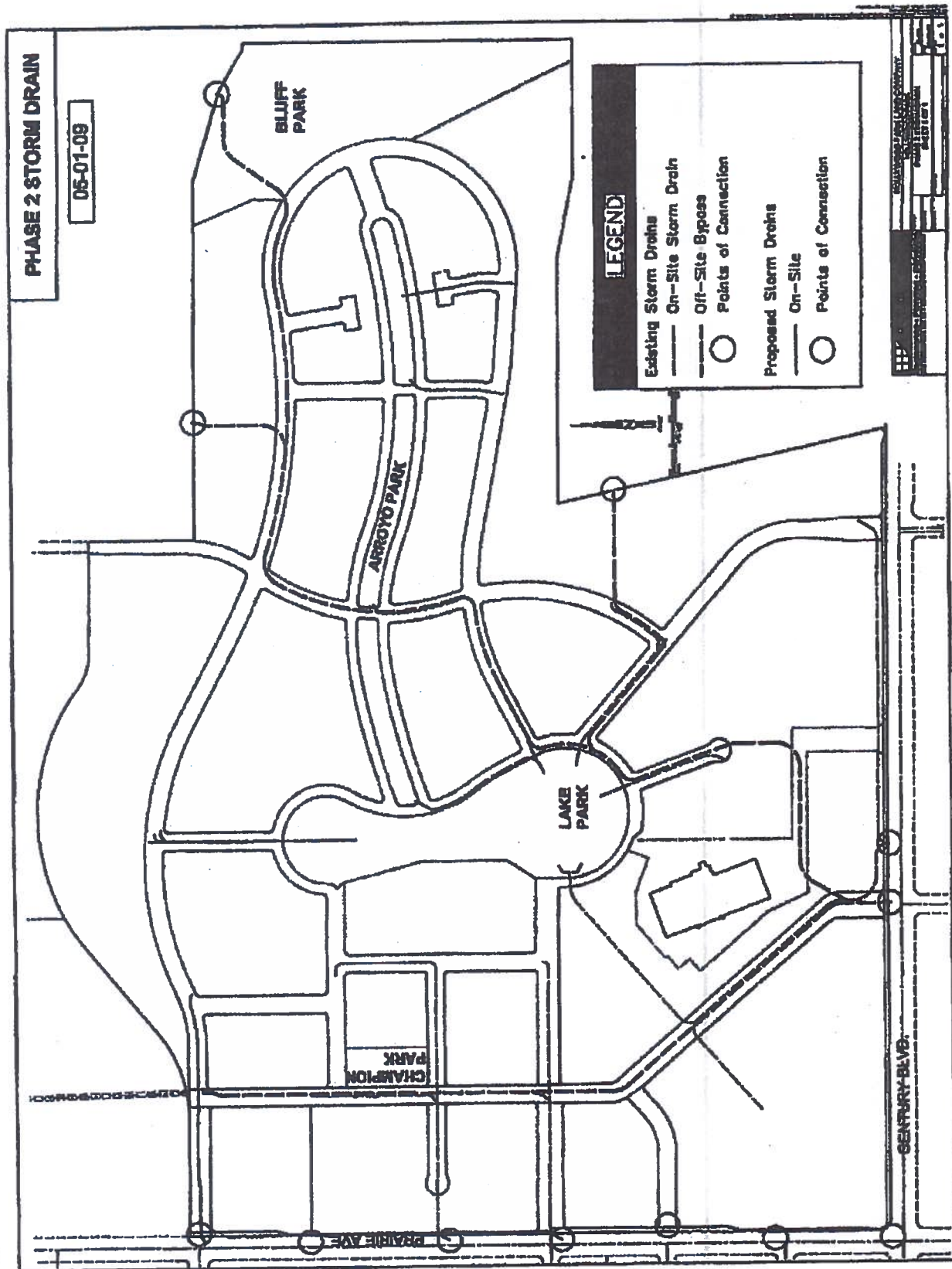


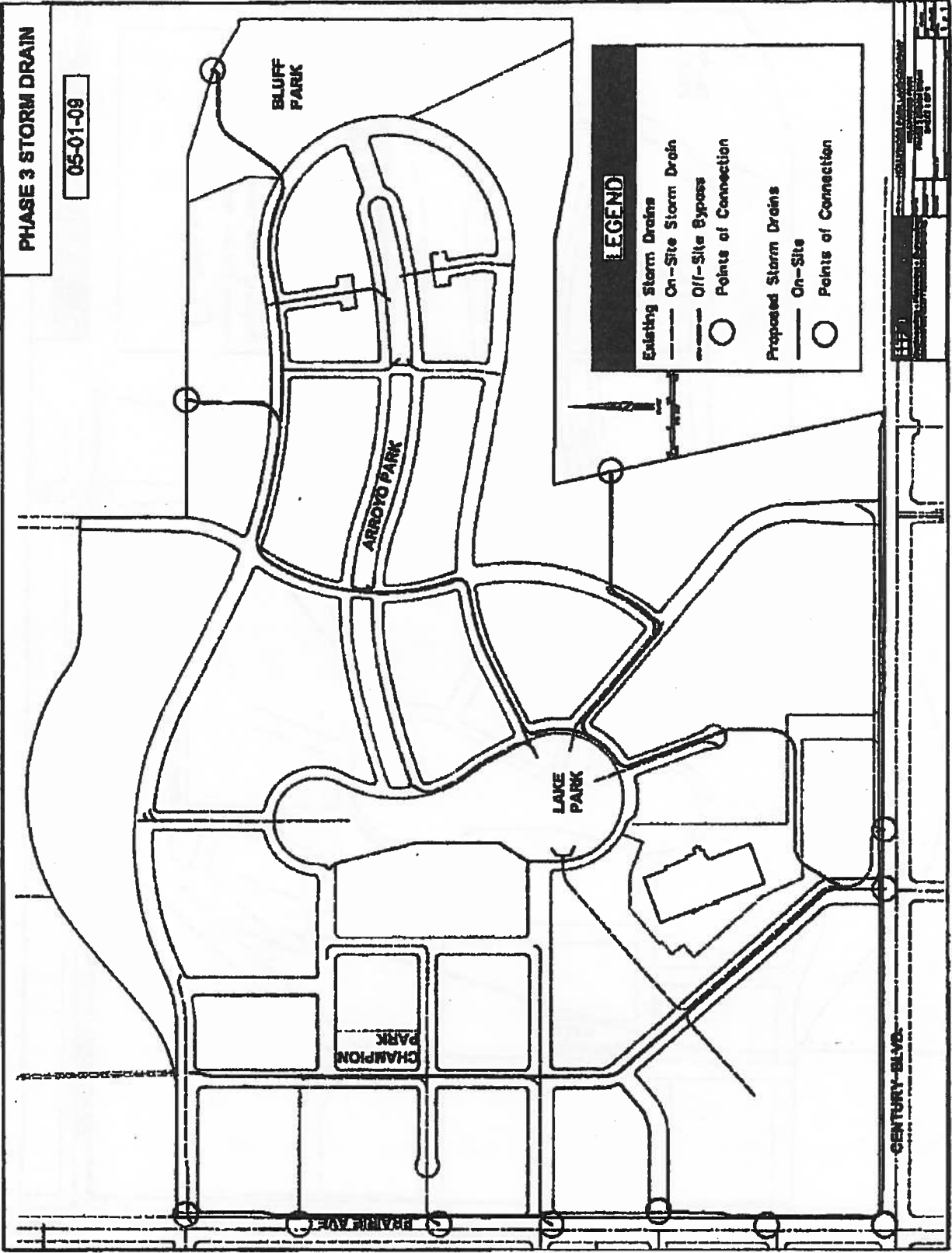


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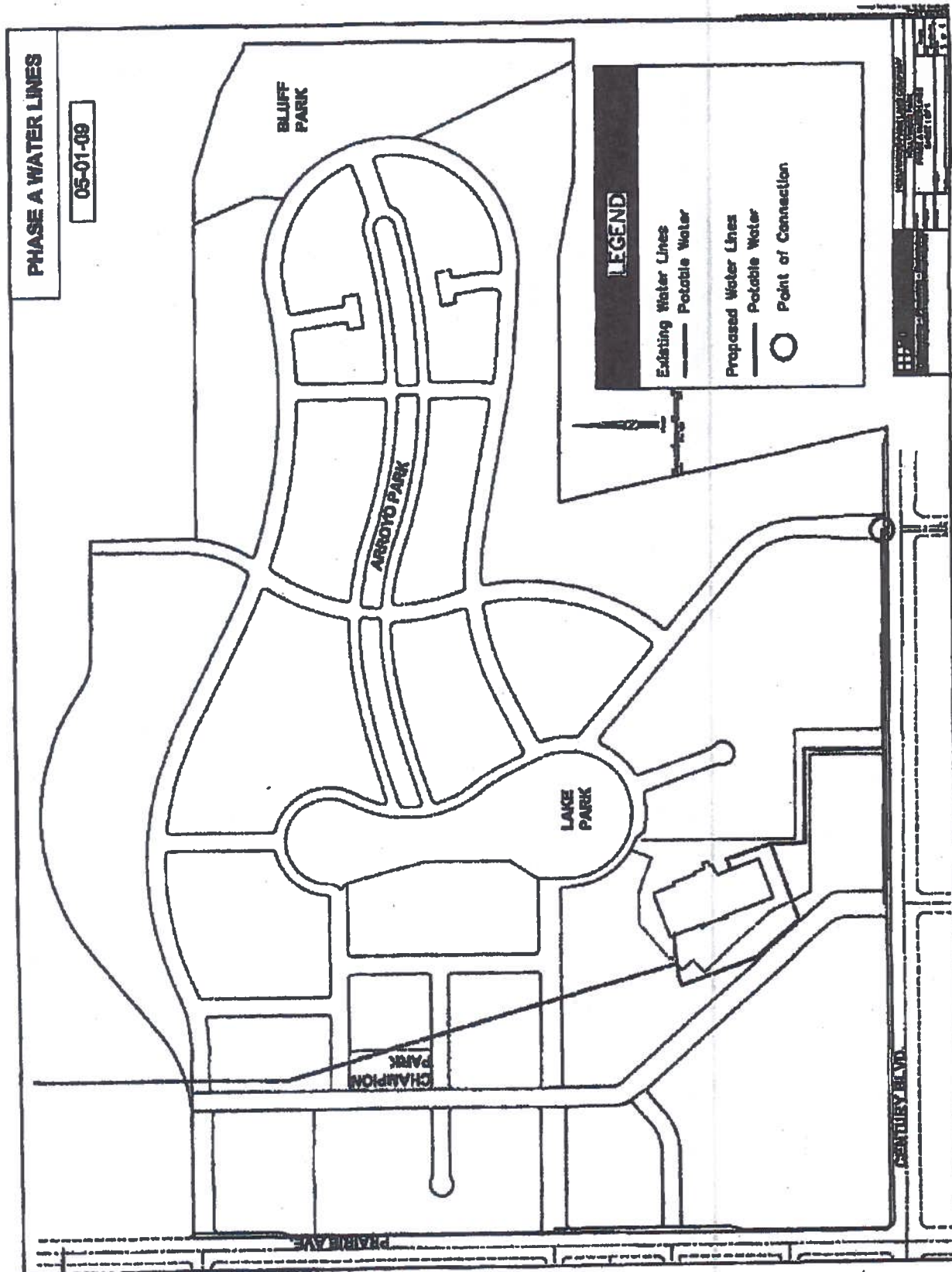


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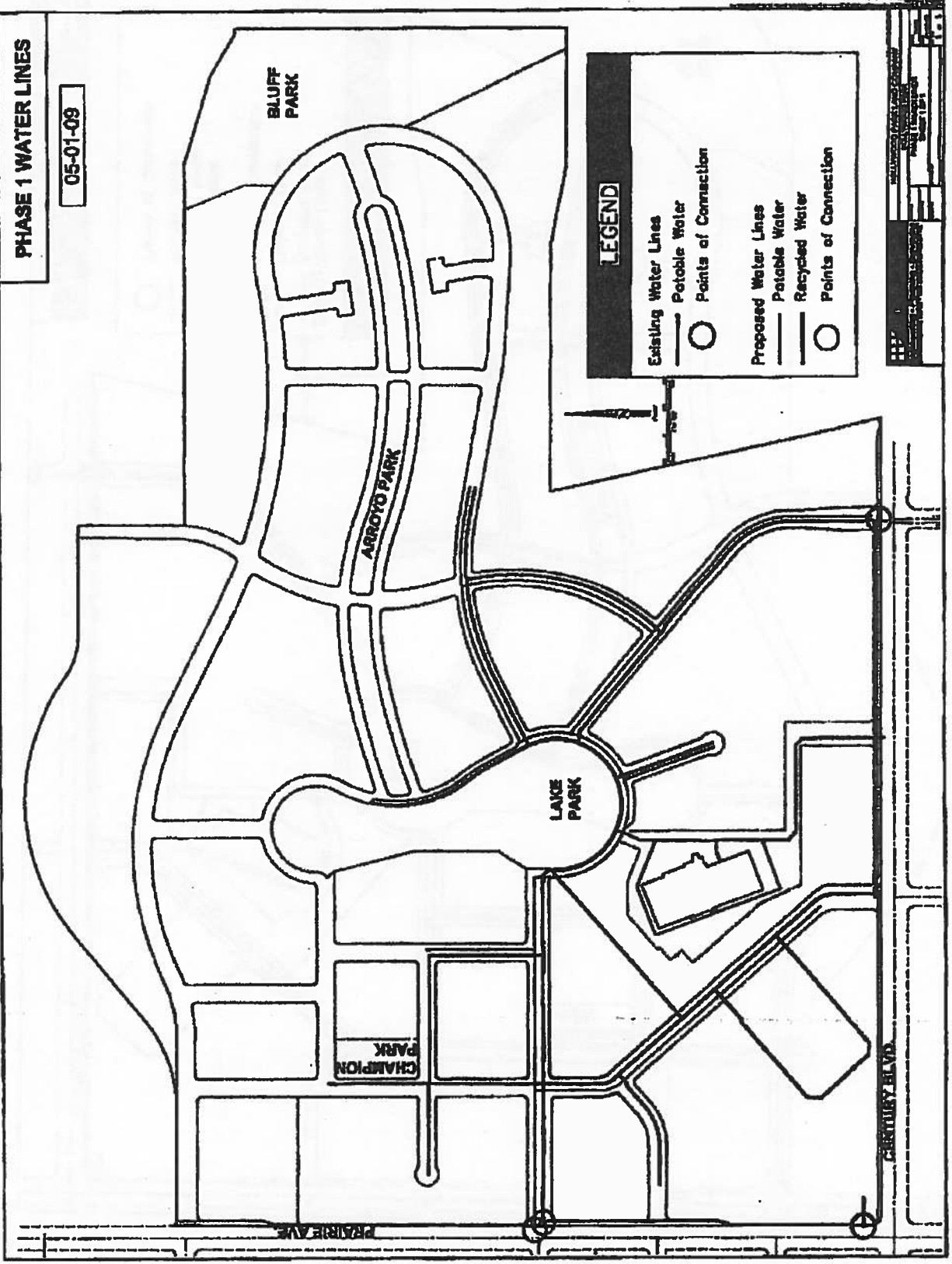




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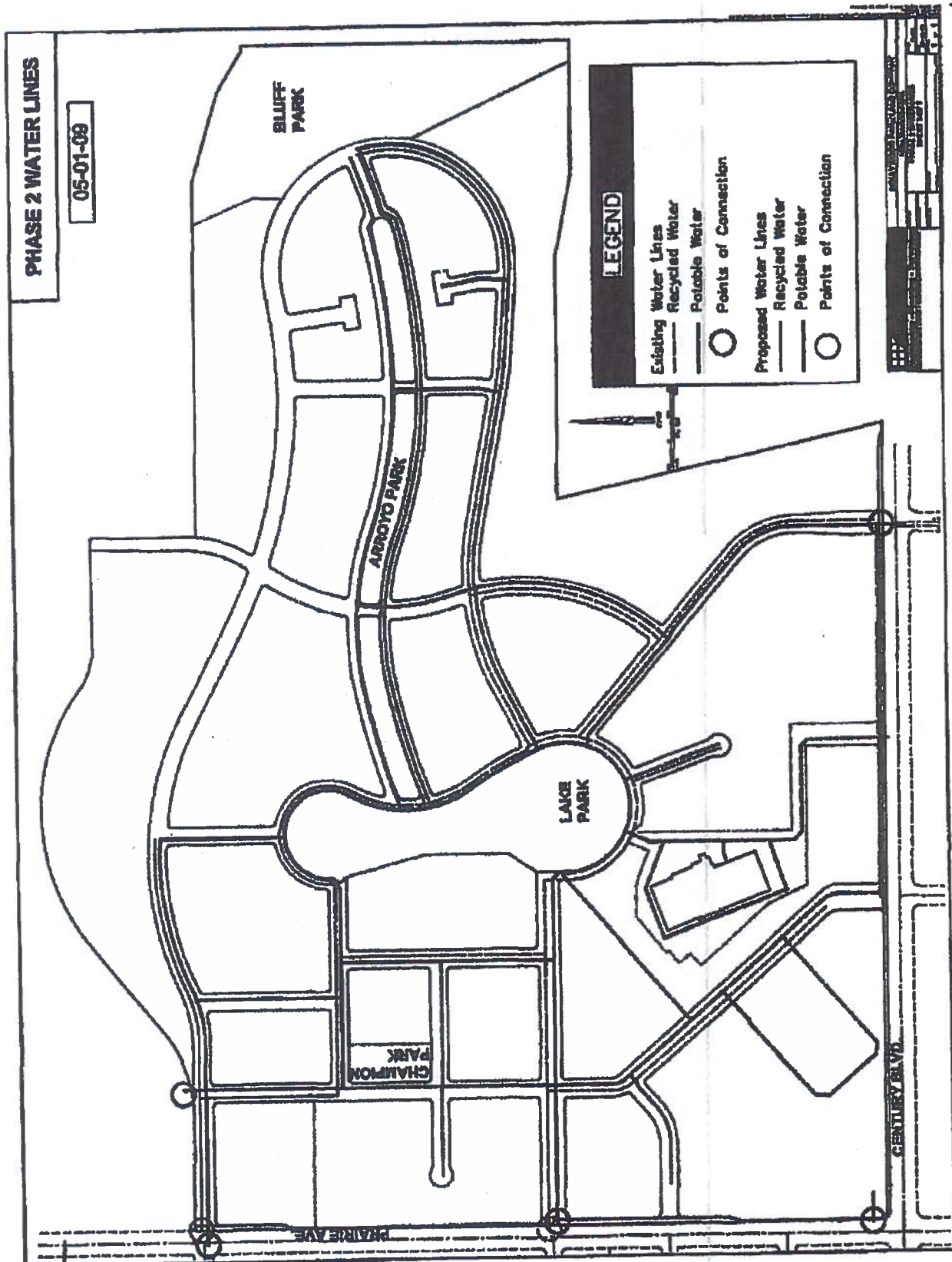


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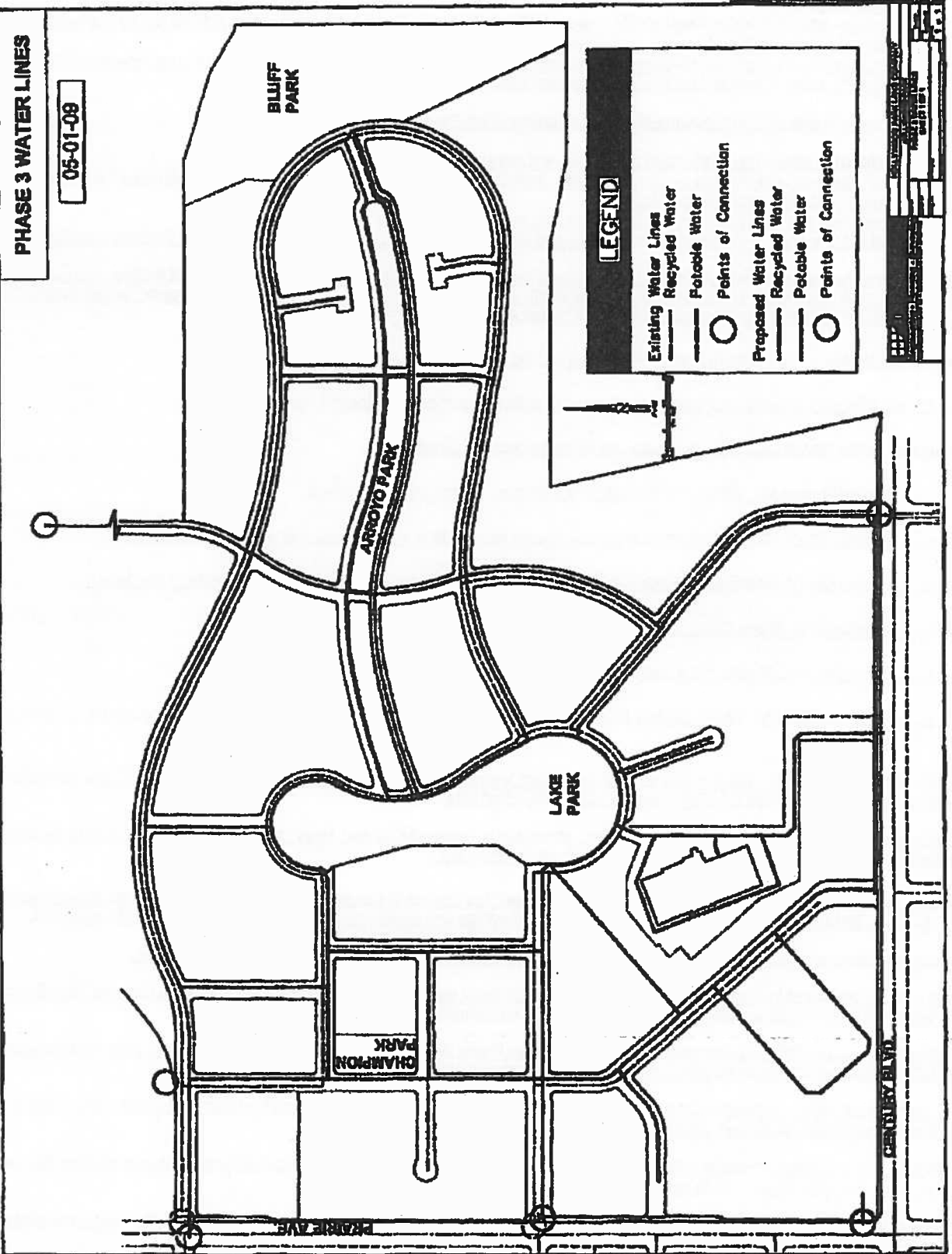
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PHASE 3 WATER LINES

05-01-08



LEGEND

- | | |
|----------------------|----------------------|
| Existing Water Lines | Recycled Water |
| Existing Water Lines | Potable Water |
| Proposed Water Lines | Recycled Water |
| Proposed Water Lines | Potable Water |
| Points of Connection | Points of Connection |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit D

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Exhibit E

Exhibit E

CFD PARAMETERS

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

A. CFD Structure

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

B. Rate and Method of Apportionment of Special Taxes

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

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

C. Bonds

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

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

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

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

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

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Exhibit F

Exhibit F - Park Maintenance Standards and Security Plan

SECURITY:

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

MAINTENANCE SERVICES:

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

control growth in this open area. Avoid frequent soil cultivation that destroys shallow roots and breaks the seal of pre-emergent herbicides. Great care must be employed when using systematic herbicides not to damage plantings. Any plantings destroyed must be replaced with material of the same specific type and size as the dead plantings within a four week period or when (seasonally) recommended by accepted horticultural methods and practices. Weeds with spreading underground rootstocks, must be hand dug to remove all invading roots.

7. Fertilization and Spraying

- a. Apply fertilizer for shrubs and ground cover with no less than 18-8-4 two times yearly between early Spring and early Fall at rate of 10 lbs. per 1,000 sq. ft. Lawns shall be fertilized every 90 days at rate of 8 lbs. per 1,000 sq. ft. with 16-6-8 or approved equivalent. Slow release materials may also be used per manufacturer's specifications if a good, healthy vigorous growth and good color are maintained.
- b. Apply insecticides as needed to protect all plant materials from damage, including slug and snail, control.
- c. Apply the proper fungicide, herbicide and pesticides for the control of pests, weeds and plant diseases. Also treat cuts and breaks on exposed surfaces of trees.
- d. Chemicals and insecticides used shall conform to applicable laws and standards.

E. Ground Cover Care:

1. Control weeds with pre-emergent weed herbicides and hand weeding. Do not damage plantings.
2. Apply four pounds of actual nitrogen per 1000 square foot per year in two to four applications during the first year of a new planting or if ground cover is nitrogen starved. One application should be in early Spring when growth begins. Reduce to three pounds actual nitrogen in following years or as needed to maintain vigorous growth and good color. Complete fertilizers are not desired unless soil test shows specific nutrient deficiencies.
3. Water enough that moisture penetrates throughout root zone, and only as frequently as necessary to maintain healthy growth.
4. A cleared circle 18" to 24" in diameter, should be maintained at the base of trees to reduce competition for nutrients by ground cover. A cleared strip 12" to 18" in width should be maintained at base of the palms.
5. Edge ground cover to yep in bounds and trim tip growth as necessary to achieve an overall even appearance. Great care should be taken not to damage adjacent plantings when mowing.
6. Control rodents, insects and diseases as necessary, using legally approved materials.
7. Replace dead and missing plants. Plantings should be replaced with a time period of four weeks. All materials shall be of the same specific types and sizes as the ones destroyed.

F. Lawn Care:

1. The lawns will be kept weed free at all times.
2. Mowing and edging: Mow, edge and trim lawns weekly or as required to maintain an even, well groomed appearance.
3. Renovation: Renovate lawns by verticuting and aerating as required.

G. Vine Care:

1. Pruning
 - a. vines and espalier plants shall be checked and re-tied as required.
 - b. Do not use nails to secure vines.
 - c. Prune all vines on an annual basis using accepted horticultural practices.
 - d. Vines shall be pruned and maintained so as not to obstruct fixtures, signs, windows, etc.
2. Fertilize all vines with 1/4 lb. of 10-10-5, a minimum of two times per year.
3. Water as necessary to provide optimum growth.

H. Irrigation Systems:

1. Check and adjust sprinkle valves and heads as necessary.
2. Program or reprogram irrigation controller as necessary.

3. The irrigation system shall be kept in good working order and condition at all times. Any damages to the system caused by any contractor's operation shall be repaired without charge by that contractor. Repairs shall be made within one watering period.
 4. Faulty electrical controllers should be replaced as soon as possible.
 5. In late Winter, all systems should be checked for proper operations. Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads are to be adjusted as necessary for unimpeded covered.
 6. Set and program automatic controllers for seasonal water requirements. Watering schedule shall be arranged so as not to interfere with the public's use of the Park.
 7. An accurate up-to-date log must be maintained of all irrigation repairs, starting date of repairs, specific location, and nature of repair.
- I. Paving:
1. Keep all paved areas free from foreign matter, wastes and trash on a daily basis. Concrete walk and unit paver areas should be steam cleaned as necessary, but in no event less than twice a year.
 2. All paved areas should be cleaned of debris caused by maintenance operations or silting.
 3. All plant growth should be prevented in cracks in walks or along paved areas within limits of service area.
 4. Drains: All subsurface drains should be periodically flushed with clean water to avoid building of silt and debris. Keep all inlets to subsurface drains clear of leaves, paper, and other debris to ensure unimpeded passage of water.
 5. Patch, repair or replace damaged paving as necessary to keep the area safe and suitable for children at play.
- J. Lake and Fountains:
1. Daily regulation of lake and fountain systems.
 2. Routine maintenance of lake and fountain mechanical and electrical systems as well as lighting associated with lake and fountains.
 3. Maintain water quality as specified in the Final Environmental Impact Report for Hollywood Park Specific Plan.
 4. Periodically inspect mechanical and electrical systems. Repair and replace equipment as necessary.
 5. Leaves and loose trash shall be removed from the lake and fountains at least once a day.
- K. Trash Pick-up:
1. Pick-up litter throughout the park and empty trash containers at least once a day.
- L. Site Lighting:
1. Maintain site lighting.
 2. Replace lamps as necessary.
 3. Repair and replace damaged poles and luminaries.
- M. Site Furnishing:
1. Clean and wipe benches as often as necessary to keep clean and tidy, but no less than once a week. Maintain all site furnishings including but not limited to drinking fountains, play equipment, seating, bollards, pergolas, gateways, trash containers in a clean condition. Replace damaged furnishings as necessary. Replace furnishings on a schedule consistent with generally accepted park maintenance standards for parks within Inglewood.
- N. Debris Removal:
1. All debris accumulated as a result of maintenance operations should be removed from the site.
 2. All leaves, branches, paper and litter shall be removed from the premises on a daily basis.
- O. Graffiti Removal and Vandalism: All graffiti shall be removed from the Park within twenty-four (24) hours. Vandalism shall be repaired as quickly as is practicable.
- P. Corrective Action:

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

Q. Other Equipment:

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

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Exhibit G

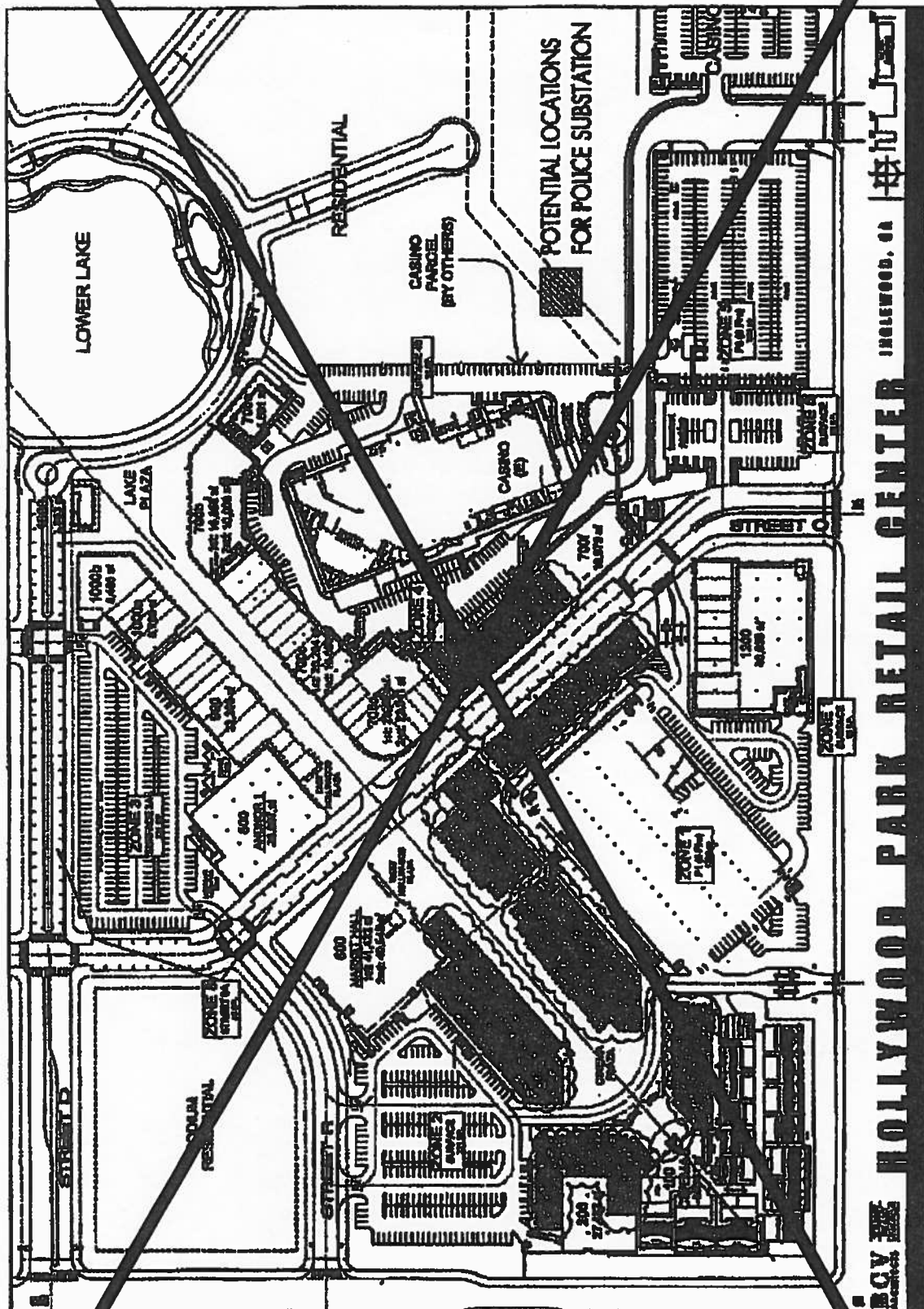
Exhibit G - Conditions of Approval Re Access and Maintenance of Lands for Public Use (Park Easements and Commitments for Retail Plazas)

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 property owners regarding the public use and maintenance of parks, paths and other public use areas covered by that final map. The agreements shall be recorded in a manner approved by the City Attorney and referenced on the applicable final map. With respect to the Retail Plazas, as part of the Plot Plan Review process in the Specific Plan, Landowner shall covenant that the required aggregate amount of Retail Plazas will be provided in permissible areas depicted on an approved Plot Plan. With respect to the Stadium Plazas, as part of the Building Permit Application process for the Stadium, Landowner shall covenant that the required aggregate amount of Stadium Plazas will be provided in permissible areas depicted on an approved Building Permit application.
2. Park Easements for Public Access: As specified in the Phasing Plan attached to the Development Agreement, Landowner shall offer to dedicate a public access easement to the City over and across the subject park area for the use, enjoyment and benefit of the public for park purposes. Upon acceptance of the easement by the City, the use of the Parks and Plazas shall be limited to park and recreation purposes only, including, without limitation, leisure, social activities, tailgating, picnics and barbecues, plazas and pavilions, playgrounds, sports courts, weddings, day care and open space; provided, however, that interim construction staging related to adjacent development is permissible on the Parks and Plazas sites (even after acceptance of the easement by the City) to the extent that it is not detrimental to the park improvements and in accordance with the Project Approvals. The Parks and Plazas shall be developed in accordance with the terms and conditions of the Project Approvals approved by the City.
3. Maintenance Standard: All of the Parks and Plazas shall be operated, managed and maintained in a neat, clean, attractive and safe condition in accordance with the anticipated and foreseeable use thereof.
4. Hours of Operation: The Parks and Plazas shall be open and accessible to the public, at a minimum, 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 6:00 p.m., seven (7) 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, if any, may provide for a later closing time for portions of the Parks and Plazas in its sole discretion or an earlier closing time for portions of the Parks and Plazas for any Special Event. Parks and Plazas may be open for adjacent residents, employees, invitees or guests, at times when Parks and Plazas are closed to the general public. No Person shall enter, remain, stay or loiter on the Parks and Plazas when the Parks and Plazas are closed to the public, except Persons authorized in conjunction with Special Events, or temporary closures as permitted or authorized service and maintenance personnel.
5. No Discrimination: Landowner covenants that there shall be no discrimination against, or segregation of, any Person, or group of Persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure or enjoyment of the Parks and Plazas.
6. Temporary Closure and Special Events:
 - (a) Emergencies and Repairs: Landowner, until such time as the subject Park Land is transferred to the Home Owner's Association and thereafter the Home Owner's Association, if any, shall have the right, without obtaining the consent of the City or any other Person or entity (except as specifically set forth herein), to temporarily close the Parks and Plazas to unauthorized Persons, at any time and from time to time for any one or more of the following:
 - (i) In the event of an emergency, or danger to the public health or safety created from whatever cause (e.g., flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest or unlawful assembly), Landowner, until such time as the subject Park Land is transferred to the Home Owner's Association and thereafter the Home Owner's Association, may temporarily close the subject Park (or affected portions thereof) for the duration thereof, in any manner deemed necessary or desirable to promote public safety, security and the protection of Persons and property.
 - (ii) Landowner, until such time as the subject Park Land is transferred to the Home Owner's Association and thereafter the Home Owner's Association, if any, may temporarily close the subject Park or Plaza (or applicable portion thereof) as is necessary to make such repair, maintenance and operation to the Park that Landowner, until such time as the subject Park Land is transferred to the Home Owner's Association and thereafter the Home Owner's Association, if any, may deem necessary or desirable, and for such time as may be necessary to make such repairs and maintenance.
 - (b) Special Events: Landowner, until such time as the Landowner no longer has any interest in any Lot and thereafter the 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 private special events including weddings, 4th of July celebrations, receptions, and assemblies (collectively, "Special Events"), and in addition nothing herein limits right of members of public or Permittees to reserve portions of a Park for private events. Prior to closing any Park for a Special Event, a notice of the impending closure at the major entrances to the subject Park shall be posted for forty-eight (48) hours in advance of the Special Event. Landowner, until such time as Landowner no longer has any interest in any Lot and thereafter the Home Owner's 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 Owner's~~ 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 Owner's~~ 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 Owner's~~ Association, and thereafter the ~~Home Owner's~~ 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 Owner's~~ Association and thereafter the ~~Home Owner's~~ applicable Association, provided that 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, may permit the use of temporary tents, booths and the like in connection with Public Events or Special Events. Nothing herein shall prevent Landowner from giving Home Owner's Association authority to approve or deny subject temporary structures prior to the time when subject Park Land is transferred to ~~Home Owner's~~ Association.
11. Signs: Landowner, until such time as the subject Park Land is transferred to the Home Owner's Association and thereafter the ~~Home Owner's~~ 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 Owner's~~ Association authority to post subject signage prior to the time when subject Park- Land is transferred to ~~Home Owner's~~ the Association.
12. Prohibited and Restricted Activities; Rules and Regulations: 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, 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 the ~~Home Owner's~~ Association is formed and takes title to the Park or Plaza, and thereafter by the Home Owner's 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 Owner's~~ any applicable Association expressly reserve the right to control the manner, extent and duration of any such use.
14. Commitments for Retail Plazas: Landowner shall record a covenant as part of the CC&Rs for the Hybrid Retail Center, requiring specifying the provision of 3-5 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 Plot Plan Review, the area and configuration of the Retail Plazas may be modified from time to time provided, however, that a the minimum number of 3-5 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, hardscape, benches and other seating areas, retail tenant and directional signage, passive recreation (e.g. water fountains, kiosks with items for sale, stages for entertainment, other seasonal entertainment, seating areas for restaurant dining and service of alcohol in specified areas). The Retail Plazas shall be open and accessible to the public, at a minimum, during the hours of operation of Hybrid Retail Center. However, Landowner may provide for a later closing time for the Retail Plazas in its sole discretion, an earlier closing time for any special events, promotional events or private events, or temporary closing in the event of an emergency or to undertake repairs or maintenance.
15. Commitments for Stadium Plazas: With respect to the Stadium Plazas, Landowner shall record a covenant specifying the total acres of publicly accessible plazas and open space areas, for the use enjoyment and benefit of the public. The Building Permit application for the Stadium Plazas shall show where the Stadium Plazas may be located. Subject to approval of a revised building permit application, the area and configuration of the Stadium Plazas may be modified from time to time provided, however, that the minimum number of acres of publicly accessible plazas and open space must be provided in accordance with the requirements of the Specific Plan. The Stadium Plazas shall include a variety of amenities which may include landscape, hardscape, benches and other seating areas, architectural and directional signage, passive recreation (e.g. water fountains, kiosks with items for sale, stages for entertainment, other seasonal entertainment, seating areas for restaurant dining and service of alcohol in specified areas). The Stadium Plazas shall be open and accessible to the public, at a minimum, from sunrise to sunset. However, Landowner 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.

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Exhibit H



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Exhibit I

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Exhibit J

Exhibit J - Phasing

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

Phase A: Casino.

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

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

Demolition of most buildings (except the Casino) will take place as part of Phase 1. In addition to residential uses, Phase 1 of the Development will also include the Hybrid Retail Center as defined in Section 2.24 of the Development Agreement and, if the Stadium Alternative is elected, a Stadium. Phase 1 may be built in any number of sub-phases ~~each of which would encompass a portion of the Phase 1 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 stockpiled for later phases for use for on-site road construction.

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

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

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.

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

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

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

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

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

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

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

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

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

Re-stripe eastbound Arbor Vitae approach.

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

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

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

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

Install southbound right turn lane at Crenshaw and Century.

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

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

Utilities

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

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

required under the Stadium Alternative Mitigation Measures.

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

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

Other Phases.

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

Phase 2 Public Feature

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

Circulation

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

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

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

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

Utilities

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

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

Phase 3 Public Features

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

Circulation

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

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

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

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

Utilities

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

To be determined as part of the first Plot Plan Approval for Phase 3.3 or as otherwise required under the Stadium Alternative Mitigation Measures.

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

General Requirements.

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

Parks and Open Space.

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

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

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

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

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

Residential Unit Phases:

Residential Units	Estimated Number of Units	Cumulative Units
Phase 1	1,583	1,583
Phase 2	932	2,515
Phase 3	480	2,995
	2,995	

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Exhibit K

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EXHIBIT K

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

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

(Space Above For Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

1. Assignor hereby assigns and transfers to Assignee, the Assigned Obligations under the Development Agreement with respect to the Assigned Parcel(s). Assignor retains all obligations under the Development Agreement with respect to all other portions of the Property that do not include the Assigned Parcel(s) that Assignor continues to own.
2. Assignee hereby assumes all of the Assigned Obligations under the Development Agreement with respect to the Assigned Parcels, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both Assignor and Assignee that, upon execution of this Assignment Agreement and conveyance of the Assigned Parcels to the Assignee, Assignee shall become substituted for Assignor as "Landowner" and "Party" under the Development Agreement with respect to the Assigned Parcel(s) and the Assignor shall be unconditionally and irrevocably released therefrom from and after the date hereof.
3. Assignor warrants and represents to Assignee that Assignor has full right and authority to make this Assignment Agreement and vest in Assignee the rights, interests, powers and benefits hereby assigned.
4. This Assignment is an absolute conveyance of title in effect as well as in form and is intended to include and unconditionally convey any equitable or redemptive rights of Assignor and is not intended as a mortgage or security device of any kind.
5. Notwithstanding anything to the contrary contained herein, this Assignment Agreement is not intended to, and shall not, merge the equitable and legal titles in any of the rights and interests assigned herein, nor shall this Assignment release any liens or security interests securing any indebtedness encumbering any of the rights and interests assigned herein,

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

1/23

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

"ASSIGNOR"

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

By: _____
Name _____
Title: _____

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"ASSIGNEE"

[_____] ,
a [_____]

By: _____
Name _____
Title: _____

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

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

"CITY" OR "CITY ADMINISTRATOR"

CITY OF INGLEWOOD,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

APPROVED AS TO FORM FOR CITY:

Name: _____
Title: _____

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EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION Hollywood Park

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

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EXHIBIT B

TO

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF TRANSFERRED PROPERTY

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

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

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

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Exhibit L

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EXHIBIT L

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

A. Residential Proximity to Restaurant Uses and Other Retail Uses

1. CC&Rs for parcels or lots with residential uses that are located in the Mixed-Use Area or within 500 feet of the Mixed-Use Area, or Within 500 feet of the Casino shall include the following text:
 - 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, pests and other effects not typically experienced in an exclusively residential neighborhood. Each Owner recognizes and accepts that these uses involve (1) all manner of delivery, receipt, preparation, processing, cleaning, presentation, merchandising, administering and offering for sale of all manner of food and food products, beverages (including, without limitation, alcoholic beverages), and other products and services associated with the operation of restaurant and other retail uses (now or in the future), as well as liquor sales; (2) cinema uses, which involve gathering of large numbers of persons for films, screenings and other related events (including public gatherings) at all times of the day (including but not limited to early in the morning and late at night seven days a week); (3) card club activities, table games, electronic gaming, casino-style gambling, betting, wagering and gaming activities (including but not limited to card tables, slot machines, off-track betting, parimutual betting, bingo, keno, pachinko, video poker, fixed-odds gambling and lottery ticket sales); and (4) parking and parking-related matters associated with the operation of the restaurant, retail, liquor sales, cinema uses and gaming uses (collectively, the "Mixed-Use Operations"). The potential effects of the Mixed-Use Operations on Owners and their residential units include, but are not limited to, the following:
 - (i). Noise: Noise will emanate as a result of the Mixed-Use Operations, including, but not limited to, equipment and machinery, vent hoods,

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

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

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

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B. Parking and Garage Restrictions

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

- a. **Authorized Vehicles:** The following vehicles are "Authorized Vehicles:" (a) standard passenger vehicles, including automobiles, vehicles designed to accommodate ten (10) or fewer people, (b) motorcycles and (c) pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles that belong to Residents may be parked in any portion of the Covered Property intended for parking of motorized vehicles, subject to the restrictions in the Home Owner's Association Governing Documents; provided however, no Owner may park a vehicle in a manner which the Home Owner's Association determines either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks in the Covered Property. The Home Owner's Association has the power to identify additional vehicles as Authorized Vehicles in the Rules and Regulations to adapt this restriction to new types of vehicles produced by manufacturers.
- b. **Prohibited Vehicles:** The following vehicles are "Prohibited Vehicles": (a) recreational vehicles (including motorhomes, travel trailers, camper vans, jet skis, motor boats and other motorized vehicles designed for travel over water), (b) commercial-type vehicles (including pick-up trucks having a payload capacity in excess of one (1) ton, stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, vehicles with commercial signage and other commercial purpose vehicles) or vehicles with advertisements, placards or other writing on the vehicle or any equipment on a vehicle used for any commercial purpose, (c) vehicles designed to accommodate more than ten (10) people (unless pursuant to a carpool or vanpool program), (d) vehicles having more than two (2) axles, (e) trailers, inoperable vehicles or parts of vehicles, (f) other similar vehicles, or (g) any vehicle or vehicular equipment deemed a nuisance by the Home Owner Association's Board. Prohibited Vehicles may not be parked, stored or kept on any public or Private Street in, adjacent to or visible from the Covered Property or any other Common Area parking area unless (i) they are owned and used by the Home Owner's Association or a Neighborhood Association in connection with management or maintenance of a part of the Covered Property, (ii) they are parked for brief periods as may be defined in the Rules and Regulations (such as loading, unloading, making deliveries or emergency repairs), or (iii) they are parked in an Owner's fully enclosed garage with the door closed. Prohibited Vehicles may be parked in an Owner's garage only if, and to the extent that, an Owner has fewer Authorized Vehicles than the number of vehicles the garage was designed to hold. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle, unless the vehicle is expressly

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

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

(i) **Garage Restrictions.**

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

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

- The Home Owner's Association shall have the right, but not the obligation, to establish procedures in the Rules and Regulations to enforce and verify adherence to the parking and garage restrictions and requirements in this Section in the event a violation is discovered.

- (ii) **Motor Courts/Private Driveways.** When present in the motor courts or private driveways, vehicles must not interfere with the normal use of the motor court and private driveways by other Owners or visitors. Parking is allowed on private driveways where designated by parking space stripping. No parking of any kind is allowed on shared driveways (if applicable).
- (iii) **No Parking Zones and Fire Lanes.** Vehicles may not be parked in "no parking zones." Such no parking zones may be identified by signs, with red-painted curbs, or in the Supplemental Declarations. Further, vehicles may not be parked in fire lanes. The fire lanes in the Covered Property shall be marked and signed as a fire lane. Vehicles parked in these no parking zones and fire lanes may be towed immediately without advance notice to vehicle owners.
- (iv) **Fire Protection Access Easement.** No one is allowed to obstruct the fire protection access easements identified on the Recorded tract maps for the Covered Property or in any Supplemental Declaration or as may be designated by the Home Owner's Association with the approval of the City. The approval of the City is required for any modifications such as speed bumps, control gates or other changes in the fire protection access easement areas.

- d. **Repair, Maintenance and Restoration:** No Person may repair, maintain or restore any vehicle in the Covered Property, unless the work is conducted in the garage with the garage door closed. Such an activity may be prohibited entirely by the Home Owner Association's Board if the Home Owner Association's Board determines that it constitutes a nuisance. However, no Person may carry on in any portion of the Covered Property any vehicle repair or maintenance (except in an emergency) or restoration business. e. **Enforcement:** The Home Owner Association's Board has the power, but not the duty, to enforce all parking and vehicle use regulations applicable to the Covered Property, including the removal of violating vehicles from alleys, motor courts, streets and other portions of

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

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

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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.

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

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

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

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

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

	enclosed storage areas.		
F-13	All trash containers will be covered to prevent contact with stormwater.	OPS	ECD
F-14	The property owner or a Landscape Maintenance District will be responsible for operations and maintenance of the Arroyo, Lake Park, vegetated BMPs, and catch basin media filtration BMPs. Maintenance will be in accordance with a maintenance manual approved by the Economic and Community Development Director.	OPS	ECD
F-15	Stormwater treatment facilities will be designed to meet or exceed the sizing requirements of the 2014 LA County LID Standards Manual.	GP	PW
F-16	Volume-based treatment control BMPs for the Project (i.e., Lake Park, vegetated volume-based BMPs) will be designed to capture the required portion of the overall Stormwater Quality Design volume pursuant to the 2014 LA County LID Standards Manual.	GP	PW
F-17	Flow-based BMPs (e.g., the Arroyo, vegetated flow-based BMPs) will be sized to handle the Stormwater Quality Design volume pursuant to the 2014 LA County LID Standards Manual.	GP	PW
F-18	As portions of the site are designed, the size of the facilities will be finalized during the design stage for that portion of the Project by the Project engineer through the submission of a final hydrology study, which will be approved by the City of Inglewood prior to issuing the grading permit(s) to confirm compliance with the 2014 LA County LID Standards Manual.	GP	PW
F-19	The structural BMPs in the stormwater treatment system will be configured to achieve treatment in multiple BMP facilities for the majority of the developed areas. This "treatment train" approach provides more reliable and consistent pollutant removal.	GP	PW
F-20	Loading dock areas will be covered or designed to minimize runoff and will include catch basin inserts or other appropriate treatment control BMPs, as determined by a licensed engineer, for treating the Stormwater Quality Design volume prior to discharging to the storm drain system.	BP	ECD
F-21	Direct connections to storm drains from depressed loading docks (truck wells) will be prohibited.	BP	ECD
F-22	Loading docks shall be kept in a clean and orderly condition through weekly sweeping and litter control at a minimum, and immediate cleanup of spills and broken containers without the use of water.	OPS	ECD
F-23	Commercial areas will not have repair/maintenance bays, or the bays will comply with design requirements to minimize potential of adverse water quality impacts.	BP	ECD
F-24	Areas for washing/steam cleaning of vehicles will be self-contained or covered with a roof or overhang; will be equipped with wash racks and with the prior approval of the sewerage agency will be equipped with a clarifier or other pretreatment facility; and will be properly connected to a sanitary sewer.	BP	ECD
F-25	Retail gasoline outlets or fueling areas will not be included in the Hollywood Park redevelopment.	PP	ECD
F-26	Automotive repair shops will not be included in the Hollywood Park redevelopment.	PP	ECD
F-27	Where technically and commercially feasible, commercial and multifamily parking lots will incorporate vegetated swales or bioretention facilities located in islands or perimeter landscaped areas to promote filtration and infiltration of runoff.	GP	ECD
F-28	Catch basin inserts or media filter vaults will be used to treat parking lot runoff from all areas not treated by vegetated BMPs.	C of O	ECD
F-29	Treatment of runoff in bioretention (or vegetated swales) and catch basin inserts will be used to address oil and petroleum hydrocarbons from high-use parking lots.	C of O	ECD
F-30	Mosquito fish will be introduced into the pond to naturally control the population of mosquitoes and midges.	OPS	ECD
F-31	The Project shall be implemented in compliance with the RWQCB's General Waste Discharge Requirements (WDRs) under Order No. R4-2014-0141, NPDES No. CAG9994004 governing construction-related dewatering discharges within the Project site.	GP	ECD
F-32	The Project will prohibit the use of building materials, such as roofing/gutter materials, that are high in copper and zinc.	BP	ECD
F-33	The Project operator shall remove all trash and debris associated with Stadium events. Cleanup shall commence within 24 hours of an event at the Stadium and shall include all areas where patrons are directed to park and where tailgating is authorized by the Hollywood Park Specific Plan. Cleanup shall be conducted to the satisfaction of the Inglewood Public Works Department.	OPS	PW
F-34	All waste shall be disposed of properly. Appropriately labeled recycling bins shall be used to recycle construction materials including: solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and vegetation. Non-recyclable materials/wastes shall be taken to an appropriate landfill. Toxic wastes shall be discarded at a licensed regulated disposal site.	C, OPS	ECD
F-35	Leaks, drips and spills shall be cleaned immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.	C	ECD
F-36	Hosing down of pavement at material spills shall be prohibited. Dry cleanup methods shall be used whenever possible.	C	ECD
F-37	Dumpsters shall be covered and maintained. Uncovered dumpsters shall be placed under a roof or covered with tarps or plastic sheeting.	C	ECD
F-38	Gravel approaches shall be used where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.	C	ECD
F-39	All vehicle/equipment maintenance, repair, and washing shall be conducted away from storm drains. All major repairs shall be conducted off-site. Drip pans or drop clothes shall be used to catch drips and spills.	C	ECD
F-40	Prior to issuance of any grading or building permit, a SWPPP shall be prepared for the Project. The SWPPP shall identify BMPs to be implemented in accordance with the General Construction Permit issued by the RWQCB.	GP, BP	ECD
F-41	At a minimum, the Project shall meet the requirements for retention and treatment of stormwater runoff pursuant to the 2014 LA County LID Standards Manual. A signed certificate from a California licensed civil engineer or licensed architect that the proposed BMPs meet this numerical threshold standard shall be required.	E-I	PW
F-42	The Project shall be designed such that overall post-development peak stormwater runoff discharge rates shall not exceed the estimated pre-development rate for developments where the increased peak stormwater discharge rate will result in increased potential for downstream erosion. A signed certificate from a California licensed civil engineer to confirm that the Project is designed in such a manner shall be required.	E-I	PW

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

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

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

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

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

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

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

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

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

Timing of Required Action

BP – Building Permit (prior to commencement of construction)

C – During Construction

C of O – Final Certificate of Occupancy

DP – Demolition Permit

FM – Final Map

GP – Grading Permit

OPS – Project Operations

PP – Plot Plan

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

Agency

ECD – Economic & Community Development

FD – Fire Department

IPD – Inglewood Police Department

PR – Parks, Recreation & Library Services

PW – Public Works

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:

BALLOT TITLE:

Initiative Measure Regarding the Proposed Development of a Sports and Entertainment Zone, including a Stadium, within the Previously Approved Hollywood Park Mixed-Use Development.

BALLOT SUMMARY:

The proposed initiative measure indicates that the project would authorize the owners of the property at the former Hollywood Park Race Track to incorporate a multi-purpose stadium with fixed seating capacity of up to 80,000 for professional sports, including football and soccer, as well as concerts, and other entertainment uses into the previously approved Hollywood Park mixed-use project. The initiative would also authorize the construction of an approximately 6,000 seat in-door entertainment venue, and additional retail, and business uses, if the stadium is developed.

The proposed multi-use development would be located on approximately 298 acres that encompass the site of the former Hollywood Park Race Track including 60 acres of surface parking north of the former track. The stadium itself would be centrally located on the site, near the corner of Prairie Avenue and Pincay Drive.

The initiative provides for the payment of specified fees, taxes, and exactions to the City and reimbursement of certain city costs, including police and fire services, if City revenue levels are met. The initiative would provide for a local hiring goal, job training programs, new jobs, funding for after-school programs, increased tax revenue to the City of Inglewood, new residential units and dedication and improvement of approximately 25 acres of public park, open space, pedestrian and bicycle access. The initiative requires the developer to implement a number of specified environmental mitigation measures in connection with the construction of the stadium and related development, and to fund construction of all necessary infrastructures for the project. The initiative places a cap on the existing admission ticket tax applicable to venues with 22,000 seats or more.

The initiative would amend the City’s General Plan; amend the Inglewood Zoning and Municipal Codes; add a chapter to the Hollywood Park Specific Plan, previously approved by the City in 2009 (Ordinance Numbers 2009-12 and 2014-01); and propose to amend and restate the Development Agreement adopted by the City in 2009 (Ordinance No. 2009-14) in connection with the prior Hollywood Park Specific Plan, all in a manner to permit the new development.

NOTICE TO THE PUBLIC. THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK.

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The proposed multi-use development would be located on approximately 298 acres that encompass the site of the former Hollywood Park Race Track including 60 acres of surface parking north of the former track. The stadium itself would be centrally located on the site, near the corner of Prairie Avenue and Pincay Drive.

The initiative provides for the payment of specified fees, taxes, and exactions to the City and reimbursement of certain city costs, including police and fire services, if City revenue levels are met. The initiative would provide for a local hiring goal, job training programs, new jobs, funding for after-school programs, increased tax revenue to the City of Inglewood, new residential units and dedication and improvement of approximately 25 acres of public park, open space, pedestrian and bicycle access. The initiative requires the developer to implement a number of specified environmental mitigation measures in connection with the construction of the stadium and related development, and to fund construction of all necessary infrastructures for the project. The initiative places a cap on the existing admission ticket tax applicable to venues with 22,000 seats or more.

The initiative would amend the City's General Plan; amend the Inglewood Zoning and Municipal Codes; add a chapter to the Hollywood Park Specific Plan, previously approved by the City in 2009 (Ordinance Numbers 2009-12 and 2014-01); and propose to amend and restate the Development Agreement adopted by the City in 2009 (Ordinance No. 2009-14) in connection with the prior Hollywood Park Specific Plan, all in a manner to permit the new development.

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Initiative Measure Regarding the Proposed Development of a Sports and Entertainment Zone, including a Stadium, within the Previously Approved Hollywood Park Mixed-Use Development.

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The proposed initiative measure indicates that the project would authorize the owners of the property at the former Hollywood Park Race Track to incorporate a multi-purpose stadium with fixed seating capacity of up to 80,000 for professional sports, including football and soccer, as well as concerts, and other entertainment uses into the previously approved Hollywood Park mixed-use project. The initiative would also authorize the construction of an approximately 6,000 seat in-door entertainment venue, and additional retail, and business uses, if the stadium is developed.

The proposed multi-use development would be located on approximately 298 acres that encompass the site of the former Hollywood Park Race Track including 60 acres of surface parking north of the former track. The stadium itself would be centrally located on the site, near the corner of Prairie Avenue and Pincay Drive.

The initiative provides for the payment of specified fees, taxes, and exactions to the City and reimbursement of certain city costs, including police and fire services, if City revenue levels are met. The initiative would provide for a local hiring goal, job training programs, new jobs, funding for after-school programs, increased tax revenue to the City of Inglewood, new residential units and dedication and improvement of approximately 25 acres of public park, open space, pedestrian and bicycle access. The initiative requires the developer to implement a number of specified environmental mitigation measures in connection with the construction of the stadium and related development, and to fund construction of all necessary infrastructures for the project. The initiative places a cap on the existing admission ticket tax applicable to venues with 22,000 seats or more.

The initiative would amend the City’s General Plan; amend the Inglewood Zoning and Municipal Codes; add a chapter to the Hollywood Park Specific Plan, previously approved by the City in 2009 (Ordinance Numbers 2009-12 and 2014-01); and propose to amend and restate the Development Agreement adopted by the City in 2009 (Ordinance No. 2009-14) in connection with the prior Hollywood Park Specific Plan, all in a manner to permit the new development.

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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:

BALLOT TITLE:

Initiative Measure Regarding the Proposed Development of a Sports and Entertainment Zone, including a Stadium, within the Previously Approved Hollywood Park Mixed-Use Development.

BALLOT SUMMARY:

The proposed initiative measure indicates that the project would authorize the owners of the property at the former Hollywood Park Race Track to incorporate a multi-purpose stadium with fixed seating capacity of up to 80,000 for professional sports, including football and soccer, as well as concerts, and other entertainment uses into the previously approved Hollywood Park mixed-use project. The initiative would also authorize the construction of an approximately 6,000 seat in-door entertainment venue, and additional retail, and business uses, if the stadium is developed.

The proposed multi-use development would be located on approximately 298 acres that encompass the site of the former Hollywood Park Race Track including 60 acres of surface parking north of the former track. The stadium itself would be centrally located on the site, near the corner of Prairie Avenue and Pincay Drive.

The initiative provides for the payment of specified fees, taxes, and exactions to the City and reimbursement of certain city costs, including police and fire services, if City revenue levels are met. The initiative would provide for a local hiring goal, job training programs, new jobs, funding for after-school programs, increased tax revenue to the City of Inglewood, new residential units and dedication and improvement of approximately 25 acres of public park, open space, pedestrian and bicycle access. The initiative requires the developer to implement a number of specified environmental mitigation measures in connection with the construction of the stadium and related development, and to fund construction of all necessary infrastructures for the project. The initiative places a cap on the existing admission ticket tax applicable to venues with 22,000 seats or more.

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DECLARATION OF CIRCULATOR: (To be handwritten by the circulator after above signatures have been obtained)

I, _____, am 18 years of age or older. I reside at the following address:

(printed name)

(residence address, including street and number)

I circulated this section of the petition and witnessed each of the appended signatures being written. Each signature on this petition section is, to the best of my information and belief, the genuine signature of the person whose name it purports to be. All signatures on this document were obtained between the dates of _____ and _____.

(month, day, year) (month, day, year)

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

Signed this _____ day of _____, at _____, California. SIGNATURE: _____

(date) (month, year) (city)