

TRI-PARTY AGREEMENT

This Tri-Party Agreement (“Agreement”), is entered into by and among MSG Forum, LLC, a Delaware limited liability company (“MSG Forum”), MSG Sports & Entertainment, LLC, a Delaware limited liability company (“MSGSE”), Murphy’s Bowl LLC, a Delaware limited liability company (“Murphy’s Bowl”), and the City of Inglewood, a municipal corporation (“City”), effective as of March 24, 2020 (“Effective Date”). MSG Forum and MSGSE are collectively referred to in this Agreement as “MSG”. MSG, Murphy’s Bowl and City are each referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

A. MSG Forum operates a venue in the City of Inglewood commonly known as The Forum. MSGSE owns 100% of the membership interests of MSG Forum.

B. Murphy’s Bowl has proposed the development of the Inglewood Basketball and Entertainment Center project in the City of Inglewood (the “IBEC Project”). Attached at Exhibit “A” is a detailed description of the IBEC Project.

C. Pursuant to the California Environmental Quality Act, the City is the “Lead Agency” for the IBEC Project. On February 20, 2018, the City issued a Notice of Preparation of a Draft Environmental Impact Report and Public Scoping Meeting for the IBEC Project. As used herein, “CEQA” shall mean the California Environmental Quality Act (*Public Resources Code Section 21000-21189.57*) and the Guidelines for California Environmental Quality Act (*Title 14, California Code of Regulations, Sections 15000-15387*).

D. On December 27, 2019, the City issued a Notice of Availability (“NOA”) of a Draft Environmental Impact Report (“EIR”), State Clearing House Number 2018021056, for the IBEC Project, notifying that the Draft EIR for the IBEC Project was available for public review and comment pursuant to CEQA (“Public Comment Period”) through February 10, 2020. On February 5, 2020, the City issued a revised NOA notifying that the Public Comment Period was extended through March 10, 2020. On March 4, 2020, the City issued a further revised NOA notifying that the Public Comment Period was extended through March 17, 2020. On March 13, 2020 the City issued a further revised NOA notifying that the Public Comment Period was extended through March 24, 2020.

E. Under CEQA, including but not limited to Guidelines Section 15088, the City may respond to comments submitted after the close of the Public Comment Period.

F. The Parties are involved in various disputes related to the IBEC Project and the Parties are working toward a settlement of the disputes.

G. To facilitate discussions that could resolve issues among the Parties, including regarding potential impacts of the IBEC Project, and allow additional time for the negotiation

and potential final resolution of the Parties' disputes, including potential claims regarding CEQA compliance, the Parties now desire to enter into this Agreement to provide for the (i) submittal and consideration of EIR comments submitted by MSG and Inglewood Residents Against Takings ("IRATE") after the close of the Public Comment Period on March 24, 2020 and (ii) the deferral of the issuance of the Final EIR and noticing of public hearings with respect to any governmental approvals for the IBEC Project during the pendency of the settlement discussions as set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Whenever used in this Agreement, the following words or phrases shall have the following meanings:
 - a. "Standstill Period" shall mean the period from the Effective Date until the Close of Standstill Period.
 - b. "Close of Standstill Period" shall mean ten (10) days after a Standstill Period Event.
 - c. "Standstill Period Event" shall mean the earliest to occur of (i) receipt by the City and MSG of written notice duly executed by Murphy's Bowl terminating the Standstill Period and (ii) July 28, 2020, which date shall be extended to the date specified in any written notice of such extension signed by MSG and Murphy's Bowl and sent to the City pursuant to Paragraph 11 below.
2. Murphy's Bowl agrees that during the Standstill Period it shall not and shall direct its consultants, counsel, advisors, agents and representatives not to, directly or indirectly, request, encourage, or facilitate the City to take, or support or assist the City with taking, any actions or decisions contrary to the provisions of this Agreement. The foregoing notwithstanding, nothing in this Paragraph 2 shall prevent Murphy's Bowl from facilitating the preparation and/or posting of documents, technical materials and/or reports for the IBEC Project so long as any such documents, materials or reports are not finalized or approved by the City during the Standstill Period.
3. The City agrees that during the Standstill Period it shall not take any of the following actions or decisions regarding the IBEC Project: public release of the Final EIR; consideration of the Final EIR by any City decision-making body; consideration or adoption of a CEQA exemption for the IBEC Project; certification of the Final EIR; adoption or approval of any findings, including any "statement of overriding considerations" by any City decision-making body regarding the IBEC Project; adoption or approval of any discretionary actions required for development of the IBEC Project; filing of any "notice of determination" or "notice of exemption" under CEQA for the IBEC Project; or seeking or supporting any potential CEQA exemption for the IBEC Project. Notwithstanding the foregoing, nothing in this Paragraph 3 shall prevent the City

from performing any staff level activities prior to the public release of the Final EIR in order to continue the preparation of materials and draft documents related to consideration of the IBEC Project, and/or comply with CEQA Section 21168.6.8.

4. Prior to a Standstill Period Event, MSG and IRATE shall not submit to the City any comments on the Draft EIR ("Comments") and the City shall not be obligated to respond to any Comments received from MSG or IRATE during that period.
5. The Parties agree that following a Standstill Period Event and through the Close of Standstill Period, MSG and IRATE may submit Comments ("Timely Comments") to the City to the addressee provided for in the NOA.
6. As permitted by CEQA, including but not limited to Guidelines Section 15088, the City agrees that it shall accept and evaluate Timely Comments submitted in accordance with Paragraph 5, acknowledge in the Final EIR that it is obligated to respond to such Timely Comments, and prepare written responses to such Timely Comments, consistent with the requirements of CEQA, in the same manner as if the Timely Comments had been submitted prior to the close of the Public Comment Period, without regard to the fact that the Timely Comments were submitted and accepted after the close of the Public Comment Period, including without limitation: inclusion of the Timely Comments and the responses thereto in the Final EIR and inclusion of the Timely Comments in the record of proceedings prepared by the City pursuant to CEQA Section 21168.6.8.
7. City and Murphy's Bowl expressly agree that neither the City nor Murphy's Bowl shall, directly or indirectly, raise or object to, or support or join in any third party's objection to, and shall defend against any objection to, the timeliness of the Timely Comments submitted to the City by MSG and IRATE within the period between a Standstill Period Event and the Close of Standstill Period in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR. City and Murphy's Bowl expressly agree that neither the City nor Murphy's Bowl shall, directly or indirectly, claim or assert, or support or join in any third party's claim or assertion, and shall defend against any claim or assertion, that this Agreement is invalid or otherwise unenforceable in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR.
8. In the event that Murphy's Bowl or the City takes any action inconsistent with this Agreement, then immediately upon written notice from MSG the City shall cease processing (or rescind, as applicable) any approvals, adoptions, certifications or other actions for the IBEC Project taken or granted in violation of this Agreement, and bring its actions into compliance with this Agreement. Murphy's Bowl agrees that if the City (a) does not accept Timely Comments, (b) releases the Final EIR without including Timely Comments submitted by MSG or IRATE or responses to such Timely Comments, (c) certifies the Final EIR prior to the Close of Standstill Period, or (d) adopts or approves any discretionary actions required for development of the IBEC Project without certification of the Final EIR, then Murphy's Bowl shall withdraw its application for the IBEC Project within two (2) business days of MSG's notice. In the event that thereafter Murphy's Bowl files a new application for the IBEC Project, the City agrees that it shall

issue a new NOP based on the new application for the refiled IBEC Project and, after following all applicable CEQA procedures, issue a new NOA of a Draft EIR for the refiled IBEC Project for public review and comment. Notwithstanding the foregoing, if the City has accepted and responded to the Timely Comments in accordance with Paragraphs 5 and 6, to the extent that MSG and IRATE assert that responses provided by the City to the Timely Comments do not comply with the requirements of CEQA, those assertions shall be resolved in accordance with CEQA Section 21167, et seq., subject to the provisions of Paragraph 7.

9. The Parties understand and agree that following a Standstill Period Event nothing herein precludes or limits MSG or IRATE from submitting comments and/or providing testimony at or before any public meetings, hearings or proceedings that the City or any other governmental agency may hold regarding the IBEC Project. Nothing herein shall require the City to consider Comments submitted after the Close of Standstill Period or otherwise contrary to the provisions of this Agreement.
10. This Agreement shall terminate on the earlier of (i) the effective date of a written settlement agreement among the Parties in regard to all CEQA claims relative to the IBEC Project or (ii) thirty (30) days after the date that any and all litigation challenging the IBEC Project has been finally and unappealably resolved or, if no such litigation is commenced, thirty (30) days after the applicable statute of limitations period for such challenge.
11. All notices under this Agreement will be in writing and will be deemed duly given (a) on the date of delivery if delivered personally or by facsimile or email, receipt acknowledged, (b) on the first (1st) business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices under this Agreement will be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

1. if to City, to:

City of Inglewood
One Manchester Boulevard
Inglewood, California 90301
Attention: City Manager

City of Inglewood
One Manchester Boulevard
Inglewood, California
Attention: City Clerk

with a copy (which shall not constitute notice) to:

City Attorney
City of Inglewood
One Manchester Boulevard
Attention: Kenneth R. Campos, Esq.
Email: kcampos@cityofinglewood.org
Facsimile: (310) 412-5111

and

Kane, Ballmer & Berkman
515 S. Figueroa Street
Suite 780
Los Angeles, California 90071
Attention: Royce K. Jones, Esq.
Email: rkj@kbblaw.com
Facsimile: (213) 625-0931

2. if to MSG, to:

MSG Sports & Entertainment, LLC
2 Penn Plaza
New York, New York 10121
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 S. Grand Avenue
Los Angeles, California 90071
Attention: George Mhlsten, Esq.
Email: george.mhlsten@lw.com
Facsimile: (213) 891-8763

and

O'Melveny & Myers LLP
400 South Hope Street, 18th Floor
Los Angeles, California 90071
Attention: Greg Thorpe, Esq.
Email: gthorpe@omm.com
Facsimile: (213) 430-6407

3. if to Murphy's Bowl:

10400 NE 4th St.
Suite 3000
Bellevue, WA 98004

Attention: Brandt Vaughan
Email: brandt@ballergroup.com
Facsimile: (425) 642-0021

with a copy (which shall not constitute notice) to:

Hellsell Fetterman
1001 Fourth Avenue, Suite 4200
Seattle, WA 98154
Attention: Andrew Kinstler
Email: akinstler@hellsell.com
Facsimile: (206) 340-0902

12. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, including without limitation the obligation of Murphy's Bowl to withdraw its application for the IBEC Project in accordance with Paragraph 8, the Parties agree that the Party to this Agreement who is or is to be thereby aggrieved shall have the right to specific performance and injunctive relief, including without limitation a temporary restraining order, or other equitable relief, of its rights under this Agreement in addition to any and all other rights and remedies at law or in equity, other than monetary damages, (including without limitation the right to require withdrawal of the IBEC application as required by Paragraph 8), and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss (and therefore no monetary damages, whether direct or consequential, are allowed), and that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. Other than as expressly set forth herein, the City retains the absolute sole discretion to make decisions under CEQA with respect to the IBEC Project, which discretion includes: (i) deciding not to proceed with development of the IBEC Project, (ii) deciding to proceed with development of the IBEC Project, (iii) deciding to proceed with any alternative development of the IBEC Project, and (iv) deciding to modify the IBEC Project as may be necessary to comply with CEQA. There shall be no approval or commitment by the City regarding the IBEC Project unless and until the City undertakes environmental review as required in compliance with CEQA. MSG expressly agree that neither MSG nor IRATE shall, directly or indirectly, raise or object to, or support or join in any third party's objection to the existence of this Agreement as evidence of a pre-judgment of the merits of the IBEC Project, in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR. MSG expressly agree that neither MSG nor IRATE shall, directly or indirectly, claim or assert, or support or join in any third party's claim or assertion, that this Agreement is evidence of a post-hoc rationalization in any action or proceeding,

including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR.


15. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Photocopies and portable document format (PDF) copies of executed originals of this Agreement may be used as originals.
16. The City represents and warrants that it has taken all actions that may be required under law to approve and execute this Agreement and by executing this Agreement in the manner provided below the City is formally bound to the provisions of this Agreement. Each signatory to this Agreement represents and warrants that (a) he or she is authorized to sign and deliver this Agreement on behalf of the Party for which he or she is signing, and thereby to bind that Party fully to the terms of this Agreement, (b) entering into this Agreement does not violate any provision of any other agreement to which the Party is bound or, to the Party's knowledge, any provision of law, and (c) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.
17. No amendments or modifications to this Agreement shall be of any force, value or effect unless the amendment or modification is in writing and signed by the Parties to be bound thereto.
18. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Paragraph. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.
19. Any exhibits attached to this Agreement are incorporated herein by reference.
20. This Agreement shall not be construed more strictly against any Party merely by virtue of the fact that the same has been prepared by such Party or its counsel, it being recognized that each of the Parties have contributed substantially and materially to the preparation of this Agreement. "Including" means "including without limitation".

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF INGLEWOOD

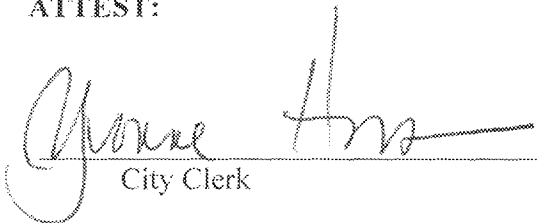
MSG FORUM, LLC,
a Delaware limited liability company

By: _____


James T. Butts, Jr.
Mayor
Date: _____

Name:
Title:
Date:

ATTEST:



City Clerk

MSG SPORTS & ENTERTAINMENT, LLC,
a Delaware limited liability company

Name:
Title:
Date:

APPROVED AS TO FORM:

MURPHY'S BOWL, LLC
a Delaware limited liability company

CITY ATTORNEY

By: _____



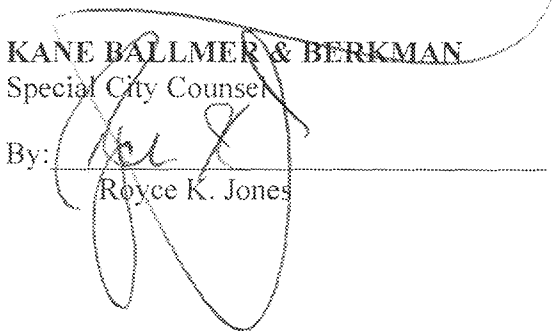
City Attorney

Name:
Title:
Date:

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By: _____



Royce K. Jones

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed.

CITY OF INGLEWOOD

By: _____
James T. Butts, Jr.
Mayor
Date:

MSG FORUM, LLC,
a Delaware limited liability company

DocuSigned by:

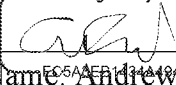
FC5A3EB1434A494
Name: Andrew Lustgarten
Title: President
Date:

DS
MS

ATTEST:

City Clerk

MSG SPORTS & ENTERTAINMENT, LLC,
a Delaware limited liability company

DocuSigned by:

FC5A3EB1434A494
Name: Andrew Lustgarten
Title: President
Date:

DS
MS

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

MURPHY'S BOWL, LLC
a Delaware limited liability company

Name:
Title:
Date:

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By: _____
Royce K. Jones

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CITY OF INGLEWOOD

MSG FORUM, LLC,
a Delaware limited liability company

By: _____
James T. Butts, Jr.
Mayor
Date:

Name: Andrew Lustgarten
Title: President
Date:

ATTEST:

MSG SPORTS & ENTERTAINMENT, LLC,
a Delaware limited liability company

City Clerk

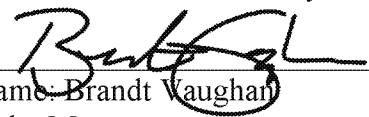
Name: Andrew Lustgarten
Title: President
Date:

APPROVED AS TO FORM:

MURPHY'S BOWL, LLC
a Delaware limited liability company

CITY ATTORNEY

By: _____



Name: Brandt Vaughan
Title: Manager
Date:

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By: _____
Royce K. Jones

EXHIBIT A

IBEC PROJECT DESCRIPTION

Project Description

As required under CEQA Guidelines section 15124, the Project Description (Chapter 2) presents information regarding the respective objectives established by the City and the project applicant for the Proposed Project, the site where the Proposed Project would be located (Project Site), the physical and operational components and characteristics of the Proposed Project, and the discretionary approvals from the City and other agencies that would be required for its implementation.

The Project Site is comprised of approximately 28.1 acres of land encompassing four distinct subareas (see **Figure S-1**):

- *Arena Site*: The approximately 17-acre Arena Site is the central part of the Project Site and is bounded by West Century Boulevard on the north, South Prairie Avenue on the west, South

Doty Avenue on the east, and an imaginary straight line extending east from West 103rd Street to South Doty Avenue to the south. The Arena Site includes an approximately 900-foot portion of West 102nd Street;

- *West Parking Garage Site:* The approximately 5-acre West Parking Garage Site is located across South Prairie Avenue from the Arena Site, bounded by West Century Boulevard to the north, hotel and residential uses to the west, South Prairie Avenue to the east, and West 102nd Street to the south. The West Parking Garage Site includes an approximately 300-foot portion of West 101st Street;
- *East Transportation and Hotel Site:* The approximately 5-acre East Transportation and Hotel Site is located 650 feet east of the Arena Site and is bounded by West Century Boulevard to the north, industrial and commercial uses to the east and west, and West 102nd Street to the south; and
- *Well Relocation Site:* The approximately 0.7-acre Well Relocation Site is located on the south side of West 102nd Street, approximately 100 feet east of the Arena Site, and is bounded by vacant land to the west and south and residential uses to the east.

All but six of the parcels (approximately 23 acres) that make up the Project Site are currently vacant or undeveloped. The vacant or undeveloped parcels were acquired and cleared by the City between the mid-1980s and the early 2000s with the support of grants issued by the Federal Aviation Administration (FAA) to the City of Inglewood as part of the Noise Control/Land Use Compatibility Program for Los Angeles Airport (LAX).

The six developed parcels, approximately 54,098 square feet (sf) (2.9 acres) all within the Arena Site, include a fast food restaurant (on a privately owned parcel), a motel (on a privately owned parcel), a warehouse and light manufacturing facilities (on two privately owned parcels), a commercial catering business (on a privately owned parcel), and a groundwater well and related facilities (on a City-owned parcel). Another 1.5 acres consists of street segments to be vacated and incorporated into the Project Site.

The Proposed Project would develop the following key elements (see **Table S-1** and **Figure S-2**):

- An 18,000-fixed-seat arena (Arena Structure or Arena) suitable for National Basketball Association (NBA) games, with up to 500 additional temporary seats for other sports or entertainment events, comprised of approximately 915,000 sf of space including the main performance and seating bowl, food service and retail space, and concourse areas. The Arena Structure would include an integrated approximately 85,000 sf team practice and training facility, an approximately 25,000 sf sports medicine clinic, and approximately 71,000 sf of space that would accommodate the Los Angeles (LA) Clippers team offices.

Contiguous to the Arena Structure would be a 650-space parking garage for premium ticket holders, VIPs, and certain team personnel.

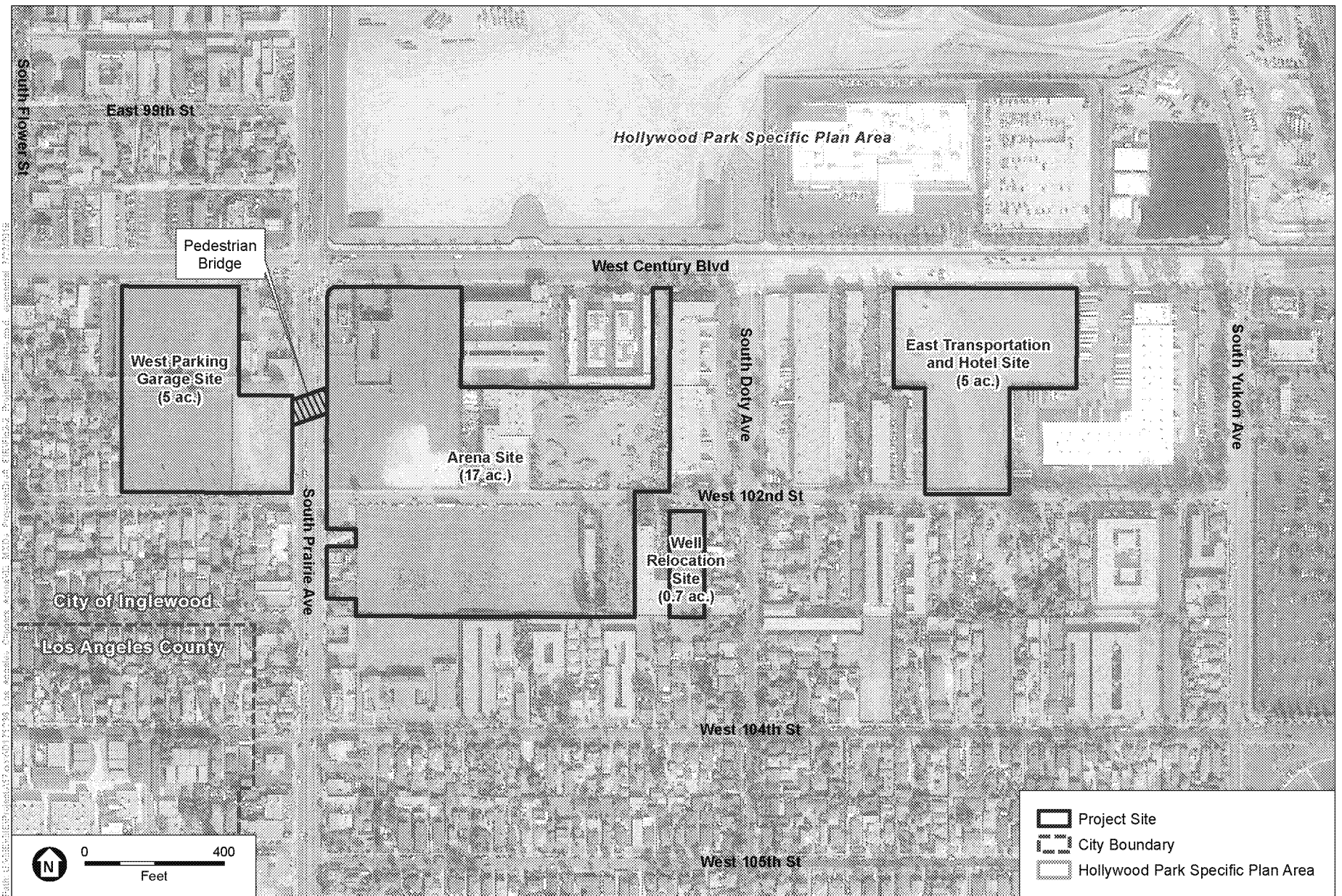
**TABLE S-1
IBEC PROPOSED USES**

Project Component	Proposed Uses	Size
Arena Site		
Arena	Premium and general seating, concessions	18,000 fixed seats with 500 temporary floor seats (approximately 915,000 square feet [sf])
LA Clippers Office Space	Offices, conference areas, kitchens, maintenance, and janitorial storage	71,000 sf
LA Clippers Team Practice and Training Facility	Team locker room, showers, and support spaces; video room; training and treatment; auxiliary locker rooms, basketball support and security, administrative offices	85,000 sf
Sports Medicine Clinic	Medical offices, medical treatment and rehabilitation areas, waiting areas, maintenance, and janitorial storage for team and potential general public use	25,000 sf
Community Space	Exhibition, educational, and event space for community and youth-oriented uses	up to 15,000 sf
Commercial Uses	Retail shops, full service and quick service restaurants, kitchens, bars, and food service	48,000 sf
	<i>Full-Service Restaurant/Bar^a</i>	<i>15,000 sf</i>
	<i>Coffee Shop</i>	<i>5,000 sf</i>
	<i>Quick Service Restaurant</i>	<i>4,000 sf</i>
	<i>LA Clippers Team Store</i>	<i>7,000 sf</i>
	<i>Other LA Clippers Experience/General Retail</i>	<i>17,000 sf</i>
Outdoor Plaza	Outdoor community gathering space and landscaping	80,000 sf (surface area)
Parking Garage	Parking for premium ticket holders, VIPs, and certain team personnel	650 spaces
West Parking Garage Site		
Parking Garage	Parking for arena and retail visitors and employees	3,110 spaces
East Transportation and Hotel Site		
Parking Garage	Parking for arena and retail visitors and employees	365 spaces
Bus Staging and Transportation Network Company Drop-Off	Private and charter bus staging, taxi queuing, and rideshare pick-up/drop off	182 car (TNC) spaces 20 coach/bus spaces 23 mini bus spaces
Hotel	Hotel rooms, lobby area, administration offices, support areas, and parking	Up to 150 guest rooms
Well Relocation Site		
Water Well	City of Inglewood Groundwater Well #8	n/a

NOTE:

^a This use may be developed as two or more spaces on the Arena Site. Uses could include indoor, outdoor, patio, and/or rooftop restaurant, bar, or lounge space, totaling not more than 15,000 sf.

SOURCE: Murphy's Bowl LLC, September 27, 2018.



SOURCE: TerraServer, 2018; ESA, 2019.

Inglewood Basketball and Entertainment Center

Figure S-1
Project Elements

The Arena Structure would be a multi-faceted, ellipsoid structure that would rise no higher than 150 feet above ground level. The exterior of the building would be comprised of a grid-like façade and roof that would be highly visible, distinctive, and instantly recognizable due to a design unique in the City and the region, especially at night when it would be accentuated by distinctive lighting and signage. The façade and roof would be comprised of a range of textures and materials, including metal and glass, with integrated solar panels that would reduce event day peak loads.

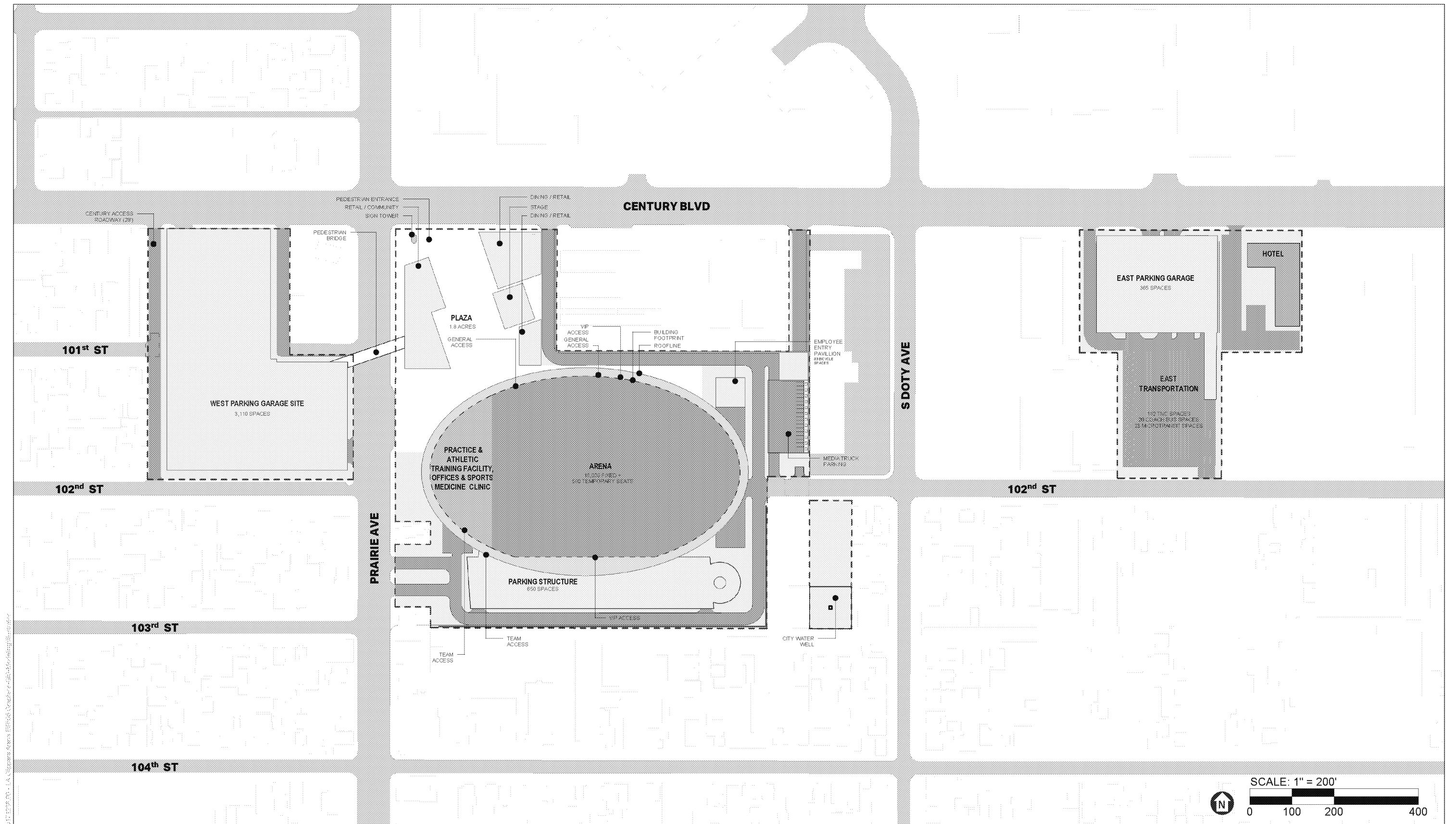
The Arena Structure would open onto an approximately 1.8-acre plaza that would serve as a gathering and pedestrian area for arena attendees. The plaza would include a number of two-story structures that would provide 48,000 sf of commercial uses including retail shops, and food and drink establishments, and up to 15,000 sf of flexible community space for educational and youth-oriented uses. The plaza and plaza structures would be directly connected to the West Parking Garage by an elevated pedestrian bridge that would span South Prairie Avenue at an elevation of approximately 17 feet from roadway surface to bottom of the pedestrian bridge.

- The West Parking Garage Site includes development of a six-story, 3,110-space parking garage with entrances and exits on West Century Boulevard and South Prairie Avenue. The West Parking Garage would include a new publicly accessible access road that would connect West 101st Street and West Century Boulevard on the western property boundary of the West Parking Garage Site.
- The East Transportation and Hotel Site includes development of a three-story structure on the south side of West Century Boulevard, east of the Arena Site. The first level of this structure would serve as a transportation hub, with bus staging for 20 coach/buses, 23 mini buses, and 182 car spaces for Transportation Network Company (TNC) drop-off/pick-up and queuing. The second and third levels of the structure would provide 365 parking spaces for arena and retail visitors and employees. An up to 150-room limited service hotel and associated parking would be developed east of the Parking and Transportation Hub Structure.¹
- The Well Relocation Site includes the existing Inglewood Water Well #6, which would be removed and replaced with a new Water Well #8 within the Project Site, on a separate parcel further to the east along the south side of West 102nd Street. A City-owned and -operated potable water well would be developed on this site and would replace the City-owned well that currently exists on the Arena Site and would be demolished in order to accommodate the development of the Arena Structure.

It is projected that the proposed Arena would accommodate as many as 243 event days each year. Of these events, it is estimated that 62 of them would attract 10,000 or more attendees, and the remainder would be smaller events, with 100 events with attendance of 2,000 or less.

The Proposed Project would be designed and constructed to meet the US Green Building Council's Leadership in Energy and Environmental Design (LEED®) Gold certification requirements. Some of the sustainable characteristics would be related to the Project Site, and others would be related to the project design and construction methods.

¹ The East Transportation and Hotel Site could accommodate pick-ups and drop-offs of employees and attendees using private buses, charter buses, microtransit, TNCs, taxis, or other private vehicles. It would not be used as a connection point for public transportation options such as Metro buses.



SOURCE: AECOM, 2019

Inglewood Basketball and Entertainment Center

Figure S-2
Conceptual Site Plan

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Adjusted Baseline

CEQA Guidelines section 15125 provides that an EIR must include a description of the physical environmental conditions in the project vicinity. It also allows for a lead agency to define existing conditions as those conditions expected when the project becomes operational, when supported by substantial evidence. The Proposed Project is expected to be complete and operational in mid-2024. As described in Section 3.0, Introduction to the Analysis, the City of Inglewood has approved construction plans or issued building permits for, and construction has commenced on, significant portions of the Hollywood Park Specific Plan (HPSP), referred to as the HPSP Adjusted Baseline projects, located immediately north of the Project Site. The HPSP Adjusted Baseline projects include the 70,000-seat NFL Stadium, a 6,000-seat performance venue, nearly 1 million sf of office and retail development, 314 residential units, and the approximately 12-acre Lake Park. According to the HPSP construction schedule, the HPSP Adjusted Baseline projects will be built and operational by 2021 when construction of the Proposed Project is expected to be initiated, and prior to 2024 when operation of the Proposed Project would start.

Construction and operation of the HPSP Adjusted Baseline projects will change the physical conditions that currently exist in the vicinity of the Proposed Project for many of the environmental topics addressed in this EIR. Because of current and anticipated construction schedules, the City is reasonably certain that the HPSP Adjusted Baseline projects will be built and operational between summer 2020 and September 2021 when construction of the Proposed Project is expected to be underway, and prior to 2024 when operation of the Proposed Project would start. Thus, the City has determined that assuming the HPSP Adjusted Baseline projects as part of the baseline conditions provides the most accurate picture of the Proposed Project's impacts, and that it would be misleading to disregard the HPSP Adjusted Baseline projects in the environmental baseline. Accordingly, the changes associated with HPSP Adjusted Baseline projects are considered as the baseline against which the Proposed Project's potential impacts are measured. How these changes affect the environmental setting is further described in each topical section under the heading Adjusted Baseline Environmental Setting.

Cumulative Conditions

As required under CEQA, the EIR evaluates the potential for the Proposed Project to contribute to significant cumulative impacts. The cumulative analysis varies for each impact depending on the relevant cumulative context for that impact. For cumulative impacts that are regional in nature, the cumulative analyses account for regional growth projections from the Southern California Association of Governments (SCAG), Metro, and other regional agencies. For cumulative impacts that are more local in nature, the City, in consultation with other surrounding jurisdictions, assembled a list of 145 known past, present, and reasonably foreseeable cumulative projects in the vicinity of the Project Site. Projects on the list consist of development projects within the City or other identified surrounding jurisdictions that have a pending development application, are approved, or are under construction, and transit and related infrastructure improvement projects that have been approved or proposed and under review. In total the 145

projects account for anticipated development of 1,903,815 sf of retail/commercial space, 8,675,487 sf of office space, 2,070,210 sf of industrial/warehouse/data center space, 9,315 residential units or beds, approximately 2,430 hotel rooms, and new or expanded schools to accommodate 6,401 students.

Project Variants

The Proposed Project includes two variants to circulation infrastructure; the West Century Boulevard Pedestrian Bridge Variant and the Alternate Prairie Access Variant. These Project Variants are proposed in order to provide flexibility to allow the City to approve them as part of the Proposed Project, if desired.

Each Project Variant would include the same land use program, parking/loading, mechanical equipment, vehicular circulation, streetscape improvements, and sustainability features as the Proposed Project. The variants are not mutually exclusive – the City potentially could approve either or both. The Project Variants are summarized below.

West Century Boulevard Pedestrian Bridge Variant

The West Century Boulevard Pedestrian Bridge Variant would result in the construction of a pedestrian bridge across West Century Boulevard, connecting a retail portion of the Arena Site to the HPSP area to the north. The pedestrian bridge would provide a vertical clearance of approximately 17 feet over West Century Boulevard. The pedestrian bridge would connect the retail building with retail uses on the north side of West Century Boulevard. The pedestrian bridge would be constructed of materials similar to the Proposed Project's retail building in the plaza or the Arena Structure. The West Century Boulevard Pedestrian Bridge Variant could be incorporated into the development of either the Proposed Project or the Alternate Prairie Access Variant.

Alternate Prairie Access Variant

The Alternate Prairie Access Variant would expand the boundary of the Arena Site portion of the Project Site by adding two additional properties to the Proposed Project: 10204 South Prairie Avenue and 10226 South Prairie Avenue. These two properties currently contain a residential triplex and a single-family home, respectively. Under this variant, the properties would be acquired through voluntary sales by the property owners to the project applicant. If this variant were implemented, the residential uses on these two properties would be acquired and removed, allowing for a different configuration of the access to the Arena Site from South Prairie Avenue. As part of the Alternate Prairie Access Variant, the vehicular access to/from South Prairie Avenue would be moved 75 feet to the south, and this shift would result in a straight east–west alignment for the southernmost access road with West 103rd Street. The pickup/drop-off area would be reconfigured, and two new driveways to/from South Prairie Avenue to the pickup/drop-off area would be provided. However, the overall circulation plan for the Project Site would not change.