

REVISED SECTIONS 202, 203 AND 204 OF THE DDA
April 8, 2020

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[§ 202] Acquisition of Potentially Participating Private Parcels

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Prior to the Effective Date, Developer utilized reasonable good faith efforts to acquire the Private Parcels. Despite such efforts, Developer has been unable to either acquire the Private Parcels or to enter into a contract for the acquisition of the Private Parcels. City may in its sole and absolute discretion attempt to acquire the Private Parcels and shall comply with all statutory and legal requirements applicable to the acquisition of Private Properties for a Public Project.

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Upon City's voluntary acquisition of any of the Private Parcels, City shall promptly record its title to such parcel in the Los Angeles County Recorder's Office and, contingent upon Developer's satisfaction of the conditions precedent contained herein. The applicable Private Parcels shall be conveyed to Developer by Grant Deed, in the form attached to this Agreement, that shall include the conditions set forth in Code of Civil Procedure § 1245.245 and the provisions of this Agreement. The conveyance of the applicable Private Parcels shall take place at the same time and in the same manner as the City Parcels as set forth in this Agreement.

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[§ 203] Election to Acquire by Eminent Domain

~~Prior to the Effective Date, Developer utilized reasonable good faith efforts to negotiate with the Private Owners and occupants of the Potentially Participating Parcels within the Arena Site in order to acquire the Potentially Participating Parcels. Despite such efforts, Developer has been unable to either acquire the Potentially Participating Parcels or to enter into a contract for the acquisition of the Potentially Participating Parcels. In the City's sole and absolute discretion, the City may obtain appraisals of the Potentially Participating Parcels, attempt in good faith to negotiate the voluntary acquisition of the Potentially Participating Parcels pursuant to California Government Code Section 7260 et seq., and, if good faith negotiations are unsuccessful as to any of the Private Parcel, City such negotiations are unsuccessful, may in its sole and absolute discretion schedule, notice and hold a public hearing at which the City may consider the adoption of one or more resolutions of necessity to consider authorizing the acquisition of the Potentially Participating Private Parcels by eminent domain. Following such public hearing, the City will determine in the City's sole and absolute discretion whether or not to adopt resolutions of necessity and to proceed with eminent domain to acquire the Potentially Participating Private Parcels. Developer expressly acknowledges, understands and agrees that the City undertakes no obligation to adopt any resolution of necessity, and the City makes no commitment to Developer regarding any~~

findings and determinations the City may make in connection therewith. In the event that the City does not acquire all of the Potentially Participating Private Parcels by negotiated purchase and does not elect, in its sole discretion to acquire, any such un-acquired parcels by exercise of its power of eminent domain within the time period set forth in the Schedule of Performance, neither the City nor Developer shall be in default under this Agreement, but Developer shall have the right to terminate this Agreement pursuant to Section 510.

[§ 204]

Acquisition by Eminent Domain

If the City approves one or more resolutions of necessity and elects to exercise its power of eminent domain to acquire any Potentially Participating Private Parcels, any such eminent domain proceedings shall be filed within the time set forth in the Schedule of Performance [need reasonable period of time after adoption of necessity to file ED action], and the City shall diligently exercise reasonable efforts to prosecute any such eminent domain action(s) to completion and obtain fee simple absolute title to the applicable affected Potentially Participating Private Parcels within the time set forth in the Schedule of Performance.

—If the City exercises its power of eminent domain it shall: (to acquire, at the earliest practicable time, any Potentially Participating Private Parcel, the City shall (i) exercise reasonable efforts to apply for and obtain a judicial order or orders ~~(the "Orders of Prejudgment Possession")~~ authorizing the City, given the immediate need to commence construction of the Project and the potential hardship to the City if the Project were delayed, to take prejudgment possession of the Potentially Participating Private Parcels prior to entry of final judgments ~~(the "Order(s) of Prejudgment Possession")~~ and Final ~~Order(s) of condemnation (the "Final Order(s)");~~ (ii) comply with all applicable provisions of the California Relocation Assistance Law (California Government Code Section 7260 et seq.), all State and local regulations implementing such law, and all other applicable relocation laws and regulations (collectively "**Relocation Laws**"); ~~and (iii) to relocate or cause to be relocated, in accordance with such Relocation Laws any "displaced person", as defined in California Government Code Section 7260(e)(1), occupying the Potentially Participating Private Parcels.~~ Any and all eligible expenses incurred in accordance with California Government Code Section 7262, relating to the displacement and/or relocation of any "displaced persons" from the Potentially Participating Private Parcels, and any reasonable costs incurred by the City in retaining a relocation consultant, shall be paid by Developer.

— Upon obtaining any the Orders of Prejudgment Possession, the City shall, upon the written request of Developer, process and sign any required final parcel and subdivision maps, lot line adjustments, and/or mergers, in its capacity as deemed record title owner of the property pursuant to California Government Code Section 66465.

If City obtains possession of a Private Parcel(s) pursuant to an Order(s) for Prejudgment Possession, City agrees to grant Developer the right of entry on, and joint possession of, such Private Parcel(s) in accordance of the Schedule of Performance, and the conveyance shall be effective as of the date on which City obtains possession of the Private Parcel pursuant to such Orders for Prejudgment Possession. Notwithstanding any other provision of this Agreement to the contrary, Developer may elect, in its sole discretion upon written notice to the City, to accept from the City the conveyance of (a) the City's rights of possession under an Order of

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~~Prejudgment Possession prior to the City's acquisition of fee simple absolute title and the entry of a Final Order as to a Potentially Participating Parcel or (b) fee simple absolute title from the City after the filing of a Final Order. If Developer elects to accept conveyance of the City's rights of possession under an Order of Prejudgment Possession, the City shall deliver possession of such Potentially Participating Parcel to Developer on the Closing Date, the City shall diligently proceed with such eminent domain proceedings to obtain the Final Order, and upon the City's acquisition of fee simple absolute title and the recording of a Final Order as to a Potentially Participating Parcel, transfer fee simple absolute title of such Potentially Participating Parcel to Developer, which obligations shall survive closing. Developer agrees. The City shall deliver and the Developer shall accept possession of all such Private Parcels to Developer on the Closing Date. The City shall also diligently proceed with such eminent domain proceedings to obtain the applicable Final Order(s). Upon obtaining and recording the Final Order(s), the City shall transfer and the Developer shall accept fee simple absolute title to the subject Private Parcel(s), that the rights of entry and possession granted pursuant to this section shall be exercised at Developer's own risk and are limited to carrying out those activities necessary and appropriate to the timely and successful completion of the Project as described herein. In the event that, for whatever reason, the City, for whatever reason, is unable to does not eventually obtain a Final Order for any of the Private Parcels for which an Order of Prejudgment Possession has been issued, convey title to Developer as contemplated herein to any parcel as to which rights of entry and possession granted by City to Developer pursuant to this Section have become effective. Developer agrees to defend and indemnify and hold the City harmless for any and all damages and costs arising from such inability to obtain fee title, and shall release City from any and all claims relating to Developer's entry on and possession of such parcel and any improvements made by Developer thereto.~~

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