



CITY OF INGLEWOOD
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL PLANNING COMMISSION
MEETING AGENDA



June 17, 2020 7:00 P.M.
City Council Chambers - Ninth Floor (Planning Commission & Staff)
1 West Manchester Boulevard

COVID-19 PUBLIC PARTICIPATION OPTIONS

Due to the existing COVID-19 health emergency and the social distancing measures currently in effect, and pursuant to the Governor's Executive Order N-29-20 (<https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>), please note that members of the public will only be allowed to observe and address the Special Planning Commission Meeting of June 17, 2020 at 7:00 P.M. by telephone, video and other electronic means, as follows:

Viewing and Listening to the Meeting without Making Public Comments:

- On Spectrum Cable Local Channel 35 with audio and limited video. Please check with your cable provider for details.
- Live on-line through Facebook Live, with audio and limited video, at <https://www.facebook.com/cityofinglewood/>
- The above access options provide the public with the opportunity to both observe and listen to the meeting.
- However, members of the public who wish to orally address the Planning Commission must use the public access options noted below:

Listening to the Meeting and Making Oral Public Comments:

Members of the public may listen and make oral public comments telephonically by dialing:

Dial-in: 1-877-369-5243
Access Code: 0227511##

Please observe the following tips when phoning in:

- When you call-in, the operator will provide further instructions on how you can make public comments via phone.
- If you are calling from a cell phone, please call from an area with good reception.
- If you are watching the meeting on Facebook or Channel 35 while also accessing the phone line, it is requested that you mute the sound of your video feed as it is offset by 3 seconds from the phone transmission. Additionally, when you are making public comments on the phone line you will be inaudible due to feedback.

Written Public Comments: Members of the public can submit comments for consideration by the Planning Commission by sending them to Mindy Wilcox, AICP, Planning Manager at mwilcox@cityofinglewood.org. To ensure distribution to the members of the Planning Commission prior to consideration of the agenda, comments must be received prior to 12:00 P.M. on June 17, 2020, the day of the meeting. Correspondence should indicate the meeting date and agenda item. Comments received after 12:00 P.M. and prior to close of the public hearing will be made part of the official public record of the meeting.

[Agenda Items and Additional Public Access Options Listed on Following Pages]

Accessibility: If you will require special accommodations, due to a disability, please contact the Planning Division at (310) 412-5230, One Manchester Boulevard, Fourth Floor, Inglewood City Hall, Inglewood, CA 90301. All requests for special accommodations must be received 48 hours prior to the day of the hearing(s).

Spanish: "Si no entiende esta noticia o si necesita más información, favor de llamar a este número (310) 412-5230."

In the event that the Planning Commission meeting of June 17, 2020 is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regular Planning Commission meeting.

1. Pledge of Allegiance.
2. Roll Call.
3. Communications from staff.
4. Public Comments Regarding Agenda Items. Persons wishing to address the Planning Commission on any item on the agenda other than a public hearing may do so at this time.
5. PUBLIC HEARING: A public hearing to consider the following actions related to the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association (NBA) games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the IBEC Project). The IBEC project will also include a limited-service hotel.:

A. Certification of the Project Environmental Impact Report No. EA-EIR-2020-045 (EA-EIR-2020-045), State Clearinghouse No.: SCH2018021056, for and adoption of a Mitigation Monitoring Reporting Program, and California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations.

- i. Preliminary Recommendation: Adopt a Resolution Recommending Certification of EA-EIR-2020-045, State Clearinghouse No.: SCH2018021056 and adoption of a Mitigation Monitoring Reporting Program, and CEQA Findings and Statement of Overriding Considerations.

B. General Plan Amendment No. 2020-003 (GPA-2020-003) to modify the Land Use Element, Circulation Element, and Safety Element of the Inglewood General Plan with

conforming map and text changes to reflect the plan for the IBEC Project , including:

- Re-designation of certain properties in the Land Use Element from Commercial to Industrial;
- Addition of specific reference to sports and entertainment facilities and related and ancillary uses on properties in the Industrial land use designation text;
- Updating Circulation Element maps and text to reflect vacation of portions of West 101st Street and West 102nd Street and to show the location of the IBEC Project; and
- Updating Safety Element map to reflect the relocation of the municipal water well and related infrastructure.

i. Preliminary Recommendation: Adopt a Resolution Recommending Approval of GPA-2020-003.

C. Specific Plan Amendment No. 2020-001 (SPA-2020-001) to amend the Inglewood International Business Park Specific Plan to exclude properties within the IBEC Project Site from the Specific Plan Area.

i. Preliminary Recommendation: Adopt a Resolution Recommending Approval of SPA-2020-001.

D. Zoning Code Amendment No. 2020-002 to Chapter 12 of the Inglewood Municipal Code to establish regulations for the Sports and Entertainment Overlay Zone for the IBEC Project , including text amendments to create an overlay zone establishing development standards including standards for height, setbacks, street frontage, and lot size, permitted uses, signage, parking and loading, public art, design review process under the Proposed Project SEC Development Guidelines, addressing parcel map procedures, and other land use controls; and,

Zone Change No. 2020-001 (ZC-2020-001) to apply the Sports and Entertainment (SE) Overlay Zone on the entire IBEC Project Site, and Rezone certain parcels in the Project Site to conform with the existing General Plan Land Use Designation.

i. Preliminary Recommendation: Adopt a Resolution Recommending Approval of ZCA-2020-002 and ZC-2020-001.

E. Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines), for the IBEC Project , including:

- Implementation and Administration;
- Design Guidelines; and
- Infrastructure Plan.
- The SEC Development Guidelines will address certain design elements, including building orientation, massing, design and materials, plaza treatments, landscaping and lighting design, parking and loading design, pedestrian circulation, signage and graphics, walls, fences and screening, sustainability features, and similar elements.

i. Preliminary Recommendation: Adopt a Resolution Recommending Approval of the SEC Development Guidelines.

- F. **Development Agreement between Murphy's Bowl LLC and the City** for the development of a Sports and Entertainment Complex, addressing community benefits and vesting entitlements for the Project.
- i. Preliminary Recommendation: Adopt a Resolution Recommending Approval of a Development Agreement between Murphy's Bowl LLC and the City.

6. Commission Initiatives.

7. Adjournment.

Pursuant to Government Code Section 65009, if you challenge the proposed environmental documents, Zoning actions, General Plan Amendment, Specific Plan Amendment, SEC Development Guidelines, or Development Agreement in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

In the event that the Planning Commission meeting of June 17, 2020 is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regular Planning Commission meeting or as otherwise determined by the Planning Commission.

Hearing materials are available at <https://www.cityofinglewood.org/AgendaCenter/Planning-Commission-4> and at City Hall, 1st Floor Lobby Information Desk during regular business hours. If any additional documents are distributed to the Planning Commission after publication of this Agenda, they will be made available for public inspection at the following webpage (<https://www.cityofinglewood.org/AgendaCenter/Planning-Commission-4>) Additional materials related to the IBEC Project are available at <http://ibecproject.com/>.

(Note: The above procedures are subject to change for future Commission meetings. Please refer to future Planning Commission agendas for public participation option procedures at that time.)

**NEXT REGULAR PLANNING COMMISSION MEETING:
WEDNESDAY, JULY 1, 2020, 7:00 P.M.
INGLEWOOD CITY HALL, COUNCIL CHAMBERS, NINTH FLOOR
ONE WEST MANCHESTER BOULEVARD
INGLEWOOD, CA 90301**

Refer to July 1 Agenda for public participation options at that meeting.



**CITY OF INGLEWOOD
PLANNING COMMISSION AGENDA REPORT**



Date: June 17, 2020	Agenda Item Number: 5A-F
Case Numbers: Environmental Impact Report EA-EIR-2020-045: General Plan Amendment No. 2020-003: Specific Plan Amendment No. 2020-001: Zoning Code Amendment No. 2020-002: Zone Change No. 2020-001: Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines): Development Agreement Between Murphy’s Bowl LLC and the City	
Type of Action: Public Hearing	
Description: Inglewood Basketball and Entertainment Center Environmental Impact Report, Land Use Entitlements and Development Agreement	
Project Location: Various Parcels in Vicinity of W. Century Boulevard, S. Prairie Avenue, S. Doty Avenue, W. 101 st Street, and 102 nd Street as Shown in Project Site Map and Attachment No. 1	

Project Description: The project before the Planning Commission is the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City’s residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association (NBA) games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the Project). The Project will also include a limited-service hotel. The Project Site is shown on the below map and in Attachment No. 1 (Project Site Aerial).

Public Notification: On June 4, 2020, notice of a public hearing was published in Inglewood Today newspaper, mailed to all interested parties, mailed to agencies required to receive notice under Government Code 65091, and mailed to property owners within the project area and within 500 feet of the project area, regarding the following:

- 1. Certification of the Project Environmental Impact Report No. EA-EIR-2020-045, State Clearinghouse No.: SCH2018021056, and adoption of a Mitigation Monitoring Reporting Program, and California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations.**

2. **General Plan Amendment No. 2020-003** to modify the Land Use Element, Circulation Element, and Safety Element of the Inglewood General Plan with conforming map and text changes to reflect the plan for the Project, including:
 - a. Re-designation of certain properties in the Land Use Element from Commercial to Industrial;
 - b. Addition of specific reference to sports and entertainment facilities and related and ancillary uses on properties in the Industrial land use designation text of the Land Use Element;
 - c. Updating Circulation Element maps and text to reflect vacation of portions of West 101st Street and West 102nd Street and to show the location of the Proposed Project; and
 - d. Updating Safety Element map to reflect the relocation of the municipal water well and related infrastructure.
3. **Specific Plan Amendment No. 2020-001** to amend the Inglewood International Business Park Specific Plan to exclude properties within the Project Site from the Specific Plan Area.
4. **Zoning Code Amendment No. 2020-002** to Chapter 12 of the Inglewood Municipal Code to establish regulations for the Sports and Entertainment Overlay Zone, including text amendments to create an overlay zone establishing development standards including standards for height, setbacks, street frontage, and lot size, permitted uses, signage, parking and loading, public art, design review process under the Proposed Project SEC Development Guidelines (discussed under #6, below), addressing parcel map procedures, and other land use controls.
5. **Zone Change No. 2020-001** to apply the Sports and Entertainment (SE) Overlay Zone on the Project Site, and Rezone certain parcels in the Project Site to conform with the existing General Plan Land Use Designation.
6. **Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines)**, including:
 - a. Implementation and Administration,
 - b. Design Guidelines, and
 - c. Infrastructure Plan.

2. **General Plan Amendment No. 2020-003** to modify the Land Use Element, Circulation Element, and Safety Element of the Inglewood General Plan with conforming map and text changes to reflect the plan for the Project, including:
 - a. Re-designation of certain properties in the Land Use Element from Commercial to Industrial;
 - b. Addition of specific reference to sports and entertainment facilities and related and ancillary uses on properties in the Industrial land use designation text of the Land Use Element;
 - c. Updating Circulation Element maps and text to reflect vacation of portions of West 101st Street and West 102nd Street and to show the location of the Proposed Project; and
 - d. Updating Safety Element map to reflect the relocation of the municipal water well and related infrastructure.
3. **Specific Plan Amendment No. 2020-001** to amend the Inglewood International Business Park Specific Plan to exclude properties within the Project Site from the Specific Plan Area.
4. **Zoning Code Amendment No. 2020-002** to Chapter 12 of the Inglewood Municipal Code to establish regulations for the Sports and Entertainment Overlay Zone, including text amendments to create an overlay zone establishing development standards including standards for height, setbacks, street frontage, and lot size, permitted uses, signage, parking and loading, public art, design review process under the Proposed Project SEC Development Guidelines (discussed under #6, below), addressing parcel map procedures, and other land use controls.
5. **Zone Change No. 2020-001** to apply the Sports and Entertainment (SE) Overlay Zone on the Project Site, and Rezone certain parcels in the Project Site to conform with the existing General Plan Land Use Designation.
6. **Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines)**, including:
 - a. Implementation and Administration,
 - b. Design Guidelines, and
 - c. Infrastructure Plan.

The SEC Development Guidelines will address certain design elements, including building orientation, massing, design and materials, plaza treatments, landscaping and lighting design, parking and loading design, pedestrian circulation, signage and graphics, walls, fences and screening, sustainability features, and similar elements.

7. **Development Agreement between Murphy's Bowl LLC and the City** for the development of a Sports and Entertainment Complex, addressing community benefits and vesting entitlements for the Project.

RECOMMENDATION:

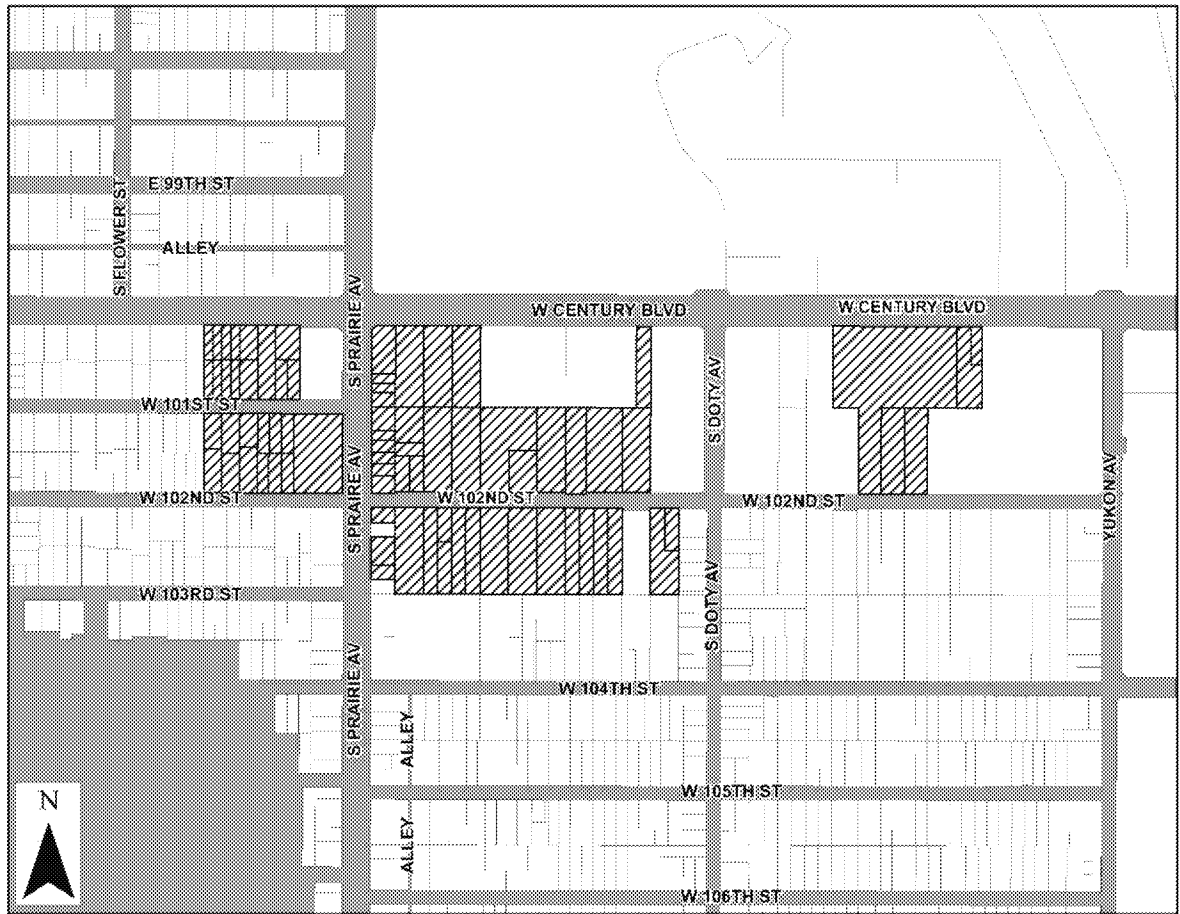
Consider the staff report and the public testimony and make a determination. If the Planning Commission determines to recommend to approve the following, it is recommended to:

1. **Adopt a Resolution recommending to City Council certification of the Project Environmental Impact Report No. EA-EIR-2020-045, State Clearinghouse No.: SCH2018021056, and adoption of a Mitigation Monitoring Reporting Program, and California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations.**
2. **Adopt a Resolution recommending City Council Adoption of General Plan Amendment No. 2020-003** to modify the Land Use Element, Circulation Element, and Safety Element of the Inglewood General Plan with conforming map and text changes to reflect the plan for the Proposed Project, including:
 - a. Re-designation of certain properties in the Land Use Element from Commercial to Industrial;
 - b. Addition of specific reference to sports and entertainment facilities and related and ancillary uses on properties in the Industrial land use designation text and Land Use Element;
 - c. Updating Circulation Element maps and text to reflect vacation of portions of West 101st Street and West 102nd Street and to show the location of the Proposed Project; and
 - d. Updating Safety Element map to reflect the relocation of the municipal water well and related infrastructure.

3. **Adopt a Resolution recommending City Council Adoption of Specific Plan Amendment No. 2020-001** to amend the Inglewood International Business Park Specific Plan to exclude properties within the Project Site from the Specific Plan Area.
4. **Adopt a Resolution recommending City Council Adoption of Zone Change No. 2020-001** to apply the Sports and Entertainment (SE) Overlay Zone on the Project Site, and Rezone certain parcels in the Project Site to conform with the existing General Plan Land Use Designation and **Zoning Code Amendment No. 2020-002** to Chapter 12 of the Inglewood Municipal Code to establish regulations for the Sports and Entertainment Overlay Zone, including text amendments to create an overlay zone establishing development standards including standards for height, setbacks, street frontage, and lot size, permitted uses, signage, parking and loading, public art, design review process under the Proposed Project SEC Development Guidelines (discussed under #5, below), addressing parcel map procedures, and other land use controls.
5. **Adopt a Resolution recommending City Council Adoption of Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines)**, including:
 - a. Implementation and Administration,
 - b. Design Guidelines, and
 - c. Infrastructure Plan.

The SEC Development Guidelines will address certain design elements, including building orientation, massing, design and materials, plaza treatments, landscaping and lighting design, parking and loading design, pedestrian circulation, signage and graphics, walls, fences and screening, sustainability features, and similar elements.

6. **Adopt a Resolution recommending City Council Adoption of Development Agreement between Murphy's Bowl LLC and the City** for the development of a Sports and Entertainment Complex, addressing community benefits and vesting entitlements for the Project.



BACKGROUND:

On August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, and the Inglewood Parking Authority (“City Entities”) approved an Amended and Restated Exclusive Negotiating Agreement (ENA) with Murphy’s Bowl LLC (Developer or Project Sponsor) for the proposed development of a premier and state-of-the-art National Basketball Association (“NBA”) professional basketball arena and other ancillary uses on the subject properties within a study area defined in the ENA. As contemplated by the ENA, the parties agreed to negotiate a Disposition and Development Agreement which would provide for the acquisition by the developer of the City-owned property and a process for potential acquisition of the privately-owned property within the study area. As part of the ENA obligations, the City was to facilitate the preparation of the environmental analysis required under the California Environmental Quality Act (CEQA).

In December 2017, the City retained a consultant (Environmental Science Associates-ESA) to begin preparation of an Environmental Impact Report (EIR) pursuant to CEQA regulations.

On February 20, 2018, a Notice of Preparation (NOP) of an EIR was released with a comment period that closed on March 22, 2018. During the comment period, a NOP Scoping Meeting was held on March 12, 2018, to gather additional comments on the scope of analysis for the EIR. The City received 76 written comments in response to the NOP, as well as comments at the NOP scoping meeting, advising on recommended scope of the EIR as well as general comments on the proposed project. Since that time, ESA and their sub-consultants, in close coordination with City staff, has worked to address the NOP comments and prepare the environmental analysis.

On September 30, 2018, Assembly Bill 987 was signed by the Governor. The bill added section 21168.6.8 to the Public Resources Code, and provides for expedited judicial review in the event that the certification of this EIR or the granting of project approvals are challenged, so long as certain requirements are met. In order to qualify for expedited judicial review under AB 987, the project must implement a transportation demand management program that will achieve a 15 percent reduction in vehicle trips, and must not result in any net additional greenhouse gas emissions. Additionally, as a condition of approval, the City must require the project applicant to implement measures that will achieve reductions of specified amounts of certain criteria and toxic air contaminants. In December 2019, the Governor certified the project as complying with the provisions of AB 987, and the joint Legislative Budget Committee concurred in that determination.

Throughout the process of drafting the EIR, staff has been in close coordination with the Developer to collect more detailed information on the proposed project, as needed and as it became available, in order to ensure that the analysis contained in the EIR is accurate, thorough, and meets or exceeds the environmental analysis requirements contained in state CEQA requirements. This has included (but not been limited to) collecting information such as detailed plans and renderings, shadow study exhibits based on the refined design, and anticipated equipment to be used in the construction of the Sports and Entertainment Complex. This type of detailed information was subsequently used to conduct the environmental analysis and prepare the Draft EIR.

At the time of preparing the NOP, staff identified the anticipated entitlements and approvals that the developer would need to construct the proposed IBEC. Using this information, the developer prepared for staff review, suggested text and maps pertaining to the above mentioned public hearing items:

- General Plan Amendment
- Inglewood International Business Park Specific Plan Amendment
- Zoning Code Amendment
- Zone Change

- Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines)

The developer consulted with the City to draft text and maps that would be compatible with their proposed design and submitted their suggestions for review in May 2020.

Since the City Entities' approval of the ENA in 2017 and throughout preparation of the EIR, the applicant has conducted multiple means of community outreach. This has included numerous presentations at block club meetings and other community events; information booths at community events; and outreach to public agencies.

DISCUSSION:

Site History and Description

The Project Site is located near the intersection of Prairie Avenue and Century Boulevard, is approximately 28 acres in size, and is comprised of four sub-area sites (Attachment No.1). The majority of the project site is located in the 65CNEL noise contour for the LAX flight path. Approximately 84 percent (%) of the project site is City or Successor Agency owned and the remainder is privately owned property. Additionally, approximately 25 of the 28 acres is vacant land.

Many of the vacant or undeveloped parcels on the project site were acquired and cleared by the City/Successor Agency between the mid-1980s and the early 2000s utilizing grants issued by the Federal Aviation Administration (FAA) as part of the Noise Control/Land Use Compatibility Program for Los Angeles Airport (LAX). These grants were aimed at removing residential land uses which were deemed incompatible with the flight path overhead.

Since 1979, a number of steps were taken by the City to situate the properties for land uses more compatible with the airport use of the flight path overhead. These steps included adoption of noise-compatible General Plan Amendment and Zone Change to change the General Plan and Zoning designations of a significant portion of the Project Site from Residential to Industrial and Commercial. Additionally, in 1993, the City adopted the Inglewood International Business Park Specific Plan which was aimed at facilitating an industrial office park development in a portion of the Industrial and Commercial zoned land. Though the City took these legislative actions and also considered multiple industrial/business park development proposals for City land in the project area, only a limited amount of development has transpired in the Specific Plan area over the past 40 years. Over the years, the City also entered into numerous negotiations regarding City Parcels on the Project Site, but such redevelopment efforts have never come to fruition and the City Parcels remain undeveloped. The City has continuously invested in the beautification of and redevelopment along Century Boulevard and desires to continue those efforts by providing access to entertainment to its residents in the form of spectator sports, including basketball.

The Project presents a unique economic development opportunity that allows the City to transform vacant and underdeveloped parcels on the Project Site into productive, compatible land use, following decades of prior efforts. Moreover, the Project provides the City with the unique redevelopment opportunity associated with National Basketball League (NBA) franchise. Opportunities to host such franchises are rare, and the current opportunity is presented in large part because the lease term at Staples Center is expiring, and team's ownership desires to build a new, state-of-the-art facility. The Project presents a significant economic development opportunity, and together with the adjacent SoFi Stadium and other uses, expands the City's presence as a major sports and entertainment center, and builds on the City's rich tradition in sports and entertainment.

Project Site Sub-Areas

The Project Site is comprised of the following four sub-areas:

Central Site ("Arena Site"): approximately 17 acres

Existing General Plan

Designations: Commercial and Industrial

Existing Specific Plan

(portions of site): Inglewood International Business Park Specific Plan

Existing Zoning

Designations: C-2A (Airport Commercial)
M-1L (Limited Manufacturing)

Existing land uses: Fast food restaurant, motel, warehouse, light manufacturing facility, catering business, a City groundwater well No. 6, four (4) freestanding billboards, and 14 acres of vacant land.

Right-of-Way Included: Site includes an approximately 900-foot segment of West 102nd Street.

Surrounding land uses: *North-* Hollywood Park (under construction), a hotel under renovations, and a self-storage facility

South- Multi-family residential, and a church with education and family services facility

East- Shipping facility and an industrial warehouse

West- Fast food/coffee drive thru, liquor store, laundromat, restaurant, auto body shop, single-family and multi-family residential, and vacant land

West Site (“West Parking Garage Site”): approximately 5 acres

Existing General Plan

Designations: Commercial and Industrial

Existing Zoning

Designations: C-2A (Airport Commercial)
P-1 (Parking)
R-2 (Limited Multi-Family)
R-3 (Residential Multi-Family)

Existing land uses: Vacant land

Right-of-Way Included: Site includes an approximately 300-foot segment of West 101st Street.

Surrounding land uses: *North-* Fast food with drive-thru, gas station, motel, auto repair and vacant land

South- Single-family residential and a religious facility

East- Fast food/coffee drive-thru, liquor store, laundromat, and vacant land

West- Motel and single-family residential

East Site (“East Transportation and Hotel Site”): approximately 5 acres

Existing General Plan

Designations: Industrial

Existing Zoning

Designations: M-1L (Limited Manufacturing)

Existing land uses: Vacant land

Surrounding land uses: *North-* Casino (Hollywood Park)

South- Multi-family residential and vacant land

East- Shipping facility

West- Industrial aquatics manufacturer and wholesale

Southeastern Site (“Well Relocation Site”): approximately 0.7 acres

Existing General Plan Designations:	Industrial
Existing Specific Plan:	Inglewood International Business Park Specific Plan
Existing Zoning Designations:	M-1L (Limited Manufacturing)
Existing land uses:	Vacant land
Surrounding land uses:	<i>North-</i> Shipping facility <i>South-</i> Vacant land and multi-family residential <i>East-</i> Single-family residential <i>West-</i> Vacant warehouse

Proposed Project

The proposed development of the Inglewood Basketball and Entertainment Center will entail demolition of all existing structures on the Project Site and construction of the following components, by sub-area (Attachment No. 2- Basic Site Plan Drawings and Attachment No. 3- Conceptual Renderings and Conceptual Landscape Plan):

Arena Site Proposed Development:

<i>Arena:</i>	up to 18,000 fixed seats and 500 additional temporary seats (proposed to be the home of the LA Clippers)
<i>Team Office Space:</i>	up to 71,000 s.f.
<i>Team Practice and Training Facility:</i>	up to 85,000 s.f.
<i>Sports Medicine Clinic:</i>	up to 25,000 s.f.
<i>Restaurant/Retail/Ancillary and Related Arena Uses:</i>	up to 63,000 s.f.
<i>Outdoor Gathering Space and Landscaping:</i>	approximately 80,000 s.f.
<i>Parking Structure (VIP/Team Personnel):</i>	approximately 650 spaces

On the Arena Site, the Event Center Structure will contain an approximately 915,000 sf Arena with a main performance and seating bowl, food service and retail space, and concourse areas. The Event Center Structure will also include an integrated team practice and training facility, a sports medicine clinic, and office space that would accommodate the LA Clippers team offices. On the south side of the Event Center Structure will be a 3-story, parking structure for premium ticket holders, VIPs, and some team personnel.

The Event Center Structure is proposed to be an iconic, ellipsoid structure with a maximum height of 150 feet above ground. The exterior of the building is designed to have a gridlike façade and roof. The exterior of the building will be comprised of a range

of textures and materials, including metal and glass, with integrated solar panels. At night, the structure will be accentuated by distinctive lighting and signage.

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.

It is projected that the proposed Arena will accommodate as many as 243 event days each year, on average. 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 up to 100 events having attendance of 2,000 or less.

The Event Center Structure will be situated to the south of an outdoor plaza with a main entrance on Century Boulevard that would both provide a pedestrian connection to adjacent public streets as well as serve as a gathering area for arena attendees. The plaza would be landscaped with a variety of vegetation such as trees and shrubs. Adjoining the plaza would be a number of 2-story structures that would provide commercial uses such as retail shops, food and drink establishments, as well as an outdoor stage and flexible programming space. The plaza and plaza structures would be connected to the West Parking Garage by an elevated pedestrian bridge that would span South Prairie Avenue.

West Garage Site Proposed Development:

Parking Structure: 3,110 spaces for arena employees and visitors

The West Parking Garage Site includes development of a 6-story, 3,110-space parking garage with entrances and exits on West Century Boulevard and South Prairie Avenue. This site is proposed to 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.

Dual purpose vehicular entrance/exits would be located on Prairie Avenue and Century Boulevard. Both entrances would be equipped with traffic signals that would primarily be used to streamline vehicles exiting the parking structure at the end of events.

East Transportation and Hotel Site Proposed Development:

Hotel: 100-150 guestrooms

Transportation Hub/Parking Structure: Taxis, shared ride services, charter bus pick-up/drop-off, 365 spaces for arena employees and visitors:

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 would

serve as a transportation hub, with bus staging for approximately 20 coach/buses, 23 mini buses, and 182 car spaces for shared ride services such as 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 on the east side of the site.

Well Relocation Site Proposed Development:

New City groundwater well No. 8

On this site, a new City owned and operated groundwater well (Water Well #8) would be constructed to replace Water Well #6 to be removed within the Project Site. The site would be enclosed with fencing and the majority of the pumping equipment will be located underground.

Land Use Entitlements Proposed

While the existing land use designations of the site are commercial and industrial, the land use and associated Zoning regulations do not currently permit all components of the proposed IBEC. The project sponsor proposes a number of modifications to the City's General Plan, Zoning, Specific Plan and Design Guideline documents in order to facilitate the proposed project with sensitivity towards the surrounding area. Below is a summary of the proposed modifications:

General Plan Amendment (Land Use, Circulation, and Safety Elements):

The existing General Plan designations within the Project Site are Commercial and Industrial. Most of the site is Industrial with a band of Commercial designation along Prairie Avenue of approximately 180 feet deep on the west side and approximately 100 feet deep on the east side.

As part of the IBEC proposal, the General Plan designation of the Commercial properties would be changed to Industrial so the entire site would have an Industrial designation. This would result in approximately 2.7 acres of land located along Prairie Avenue that would now have an Industrial land use designation instead of a Commercial designation.

In addition to the map changes, text changes would be made to the goals and purpose of the Industrial Land Use designation to expand the vision for that area to include Sports and Entertainment and associated facilities on underutilized Industrial land.

In addition to changes to the Land Use Element modifications, changes would be made in the Circulation Element to reflect the vacation of portions of 101st Street and 102nd Street as wells map updates to reflect the Sports and Entertainment Complex.

Lastly, in the Safety Element, map updates would be made to reflect the new water well location.

Inglewood International Business Park Specific Plan Amendments:

The Inglewood International Business Park Specific Plan (Specific Plan) was adopted in 1993 and encompasses a 2-block area between Prairie Avenue on the west, Yukon Avenue on the east, 102nd Street on the north and 104th Street on the south. The subject Project Site covers approximately one-fourth (1/4) of the Specific Plan Area. When the Specific Plan was adopted, it established development standards and design guidelines that were aimed at the development of an industrial office park. Since that time such development has not occurred, and the vision of the Specific Plan was never built out..

As proposed, language would be added to the Specific Plan that excludes the project site from the Specific Plan if the site is developed as the proposed Sports and Entertainment Complex.

Zoning Map and Zoning Code Text Changes:

As stated above, the Project approvals include Zoning Code Amendment (No. 2020-002) to establish regulation for the Sports and Entertainment Overlay Zone, including text amendments to create an overlay zone establishing development standards including standards for height, setbacks, street frontage and lot size, permitted use, signage, parking and loading, public art, design review process under the SEC Development Guidelines, addressing parcel map procedures, and other land use controls, and a Zone Change (No. 2020-001) to apply the Sports and Entertainment Overlay Zone on the entire Project Site, and to rezone certain parcels in the Project Site to confirm with the existing General Plan Land Use designation.

The Inglewood Municipal Code requires that the Planning Commission make a recommendation to the City Council on whether to approve a proposed Zone Change or Zoning Code Amendment. In so doing, the Planning Commission must make a determination to support the following Findings:

For Zone Changes:

- A. *A change of zone classification will be consistent with the land use designation and any other applicable designations of the general plan.*
- B. *A change of zone classification will be appropriate for the subject property in terms of the adequacy of the site to accommodate land uses permitted by the proposed zone.*
- C. *A change of zone classification 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.*

For Zoning Code Amendments:

- A. A change to the text of this Chapter, will be consistent with the land use designation and any other applicable designations of the general plan.*
- B. A change to the text of this Chapter 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 this Chapter or that may be detrimental to the general welfare of the community.*

Support for these Findings is attached in Attachment No. 4 (Zone Change and Zoning Code Amendment Findings)

Existing Zoning designations within the site include M-1L, C-2A, P-1, R-3, and R-2. While the Project Site has an existing Commercial/Industrial General Plan designation, the underlying zoning does not fully conform with these designations. Much of the Project Site is zoned C-2A and M-1L which conform but 13 parcels have zoning designations that do not conform with the underlying General Plan designations, which do not allow residential uses. These parcels include P-1, R-3, and R-2 zoning.

It is not unusual for zoning to fall out of conformance with the applicable General Plan land use designations over time as changes are made to the General Plan and not always made concurrently to the Zoning.

Typically, General Plan/Zoning inconsistencies that have occurred over time are addressed as part of a Comprehensive General Plan and Zoning update. Effective 2019, the State Legislature passed SB 1333 which, for the first time required that all charter cities resolve these inconsistencies within a reasonable time. Therefore, while a comprehensive, citywide clean-up of General Plan/Zoning inconsistencies will occur in the future with the City's next General Plan update, the limited inconsistencies discussed above are being resolved at this time, per SB 1333. As such, the zoning of the P-1, R-3, and R-2 sites (all vacant and City owned) are proposed to be changed to C-2A (Airport Commercial) in order to conform with the Industrial General Plan Designation. This would rezone approximately 2.5 acres to C-2A. For City-owned, vacant parcels acquired through FAA noise grants to the City of Inglewood as part of LAX Noise Control/Land Use Compatibility Program, the City must dispose of the land purchased under the grants at the earliest practicable time for fair market value, and use its best efforts to dispose of such land subject to the retention or reservation of any interest or right therein necessary to ensure that such land is used only for purposes which are compatible with the noise levels of operation of the airport.

The FAA has stated that the Project appears to be a compatible use of the properties acquired in compliance with the FAA grant program, that residential development of these noise-impacted properties is "inherently inconsistent with the intent of the City's land acquisition/noise mitigation program, approved and funded by the FAA," and that residential use of the properties "may be inconsistent with Grant Assurance #21,

Compatible Land Use, and Grant Assurance 31, Disposal of Land”, as further discussed in the letter to the City dated August 26, 2019, from Mr. David Cushing, manager of the FAA’s Los Angeles Airport District Office.

Under the proposed project, the existing zoning designations of all C-2A and M-1L properties within the Project Site would remain unchanged in order to allow for existing development options to be maintained.

Under the proposal, a new Sports and Entertainment Overlay Zone (SE Overlay) would be created for the entire proposed Project Site. The overlay would include new regulations pertaining specifically to the potential development of a basketball arena and ancillary facilities included in the developer’s proposal, while keeping the underlying zoning in place.

Development standards established by the Overlay would include the following topic areas as zoning regulations or would make reference to the applicable Design Guidelines:

Definitions and Permitted Uses: Key terms are defined such as “Arena” and “Sports and Entertainment Complex” (SEC) and permitted uses are described.

SE Overlay Review Process: Under the Overlay, SEC Design Review will be conducted by the Economic and Community Development Department Director or designee to confirm project conformance with the SEC Design Guidelines. The determination of the Director can be appealed to the City Council.

Setbacks: Setback requirements are contained in the SEC Design Guidelines and range from 0 feet to 35 feet.

Height limitations: Maximum height of 150 feet for the Arena/Event Center Structure and 100 feet for all other supporting structures and uses. The height limitation for the underlying base zoning is 200 feet for the M-1L portions and 75 feet for the C-2A portions.

Parking and loading requirements: The parking requirements proposed in the SEC Overlay for the arena, retail, restaurant, and office space are equivalent to or greater than the comparable parking requirements in the IMC. These parking requirements would result in the provision of 4,125 parking spaces. The proposed parking requirement for the hotel is one (1) space per room (1:1) for the first 90 rooms and above 90, the rate would be one (1) space per each two rooms (1:2). This is similar to the IMC hotel parking requirement which is 1:1 for the first 100 rooms and 1:2 thereafter. For a hotel with up to 150 rooms, it will reduce the parking provided by a maximum of five spaces.

For loading, the Event Center Structure is required to have a minimum of four spaces. Supporting structures would be required to provide loading spaces at a rate of 1 per 10,000 square feet of floor area.

Signage requirements: The SEC Overlay regulations would specify prohibited signs but the majority of regulations will be contained in the Design Guidelines.

SEC Design Guidelines

As mentioned above, the City has citywide Design Guidelines that were adopted in 1979 and the Downtown/Fairview Heights Transit Oriented Districts have Design Guidelines that were adopted in 2016. Those design guidelines were established by the City in an effort to maintain a consistent design approach within a specific area. In furtherance of high design standards, Project-specific Design Guidelines are proposed for the subject Sports and Entertainment Complex development. Additionally, the proposed Design Guidelines serve to facilitate compliance with Project Design Features determined to be required as part of the environmental review and AB 987 related Conditions of Approval. The SEC Design Guidelines (DG) include the following topic areas:

Site Design and Features: Requirements and guidelines related to setbacks, size limitations for specific uses, walls and fences, and grading and drainage.

Design Elements: Requirements and guidelines related to building massing, façade design, rooflines, exterior building materials, screening, and pedestrian bridge aesthetic requirements.

Landscape Elements: Landscaping requirements and guidelines related to design, plant materials, and irrigation.

Signage and Graphics: Requirements and guidelines related to sign type, function, and location.

Lighting and Acoustics: Requirements and guidelines related to decorative and security lighting, sound walls and other sound attenuation features.

Circulation: Requirements and guidelines to incorporate safe and efficient vehicular access amenities as well as guidelines for designing the SEC to include accessible, inviting, and safe pedestrian features.

Parking: These include requirements and guidelines related to parking facility access design, and layout; shared ride (Uber, Lyft, etc.) facilities; and Transportation Demand Requirements.

Loading: Requirements and guidelines regarding loading space(s) location, design and screening.

Sustainability and Environmental Sensitivity: Requirements and guidelines related to reducing building energy consumption, waste diversion, alternative transportation modes, electric vehicles, water efficiency, storm water retention, and bird collision deterrence.

Design Considerations for Specific Uses: The DG include requirements and design guidelines for the following: on-site alcohol sales, outdoor dining, communications facilities, and public art.

The Design Guidelines are part of a larger document called the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines). The SEC Development Guidelines include procedures related to the implementation and administration of the SEC Development Guidelines. The overarching review processes under the Development Guidelines would be the SEC Design Review and SEC Infrastructure Review. These reviews would be conducted by the Economic and Community Development Director or Public Works Director or their designees.

SEC Infrastructure Plan

The Development Guidelines also include the SEC Infrastructure Plan. This component includes requirements and guidelines related to wet utilities, dry utilities, water well, and street improvements.

Development Agreement

Pursuant to Government Code Section 65867, the Planning Commission must hold a hearing on the Development Agreement (DA), and pursuant to Government Code Section 65867.5 the City Council must find that the DA is consistent with the General Plan and Specific Plan as amended. The proposed DA primarily includes a number of provisions related to community benefits and vesting entitlements for the Project. All land use considerations are contained within the General Plan Amendment, Specific Plan Amendment, SE Overlay and/or the SEC Development Guidelines.

Staff Analysis

Staff has determined that the proposed project and underlying entitlements are compatible with adjacent and surrounding development from both a land use perspective as well as in physical design. This determination of compatibility is based on staff's review of the anticipated site activity, Design Guidelines, design features and layout, and Mitigation Measures.

The Project Site is uniquely situated in the City, in that it is substantially surrounded by Industrial, Neighborhood Serving Commercial, Regional Serving Commercial/Entertainment and with a limited amount of Residential land use adjacent. Staff has determined that the IBEC project scope and design is planned to be compatible with this unique mix of land uses as well as the surrounding area land uses and will promote the

recreational enjoyment of the public. The IBEC is a commercial land use with specialized operations and patterns of activity as a result of the Event Center component. At the same time, regardless of the sports and entertainment events occurring, the facility will also contain commercial land uses which operate primarily during daytime business hours (e.g. office and medical clinic). Staff finds that when you consider both the Event Center operations as well as the integrated supporting uses proposed across the entire Project Site, the facility is fundamentally commercial in how it functions. As a commercial facility with a local and regional draw, this results in land use compatibility with both the neighborhood serving commercial found to the east and west on Century Boulevard and to the north and south on Prairie Avenue as well as the regional commercial/entertainment located to the north.

To the north of the arena site is Hollywood Park, home to SoFi stadium and other public recreational and entertainment facilities that are expected to draw patrons from the entire Los Angeles region once construction is complete. Further north of Hollywood Park is The Forum, one of the premier concert venues in Los Angeles County, and located one mile from the IBEC site. As a potential new sports and entertainment facility, also with a regional draw, IBEC will complement the Hollywood Park/Sofi Stadium site and The Forum by providing a third regional venue. This clustering of venues allows for more efficient use of parking and other transportation related facilities among the three venues. More consistent transit demand will make transit enhancements more viable and may improve transit access over time which will benefit the surrounding community.

While the land uses proposed at IBEC are compatible with these existing venues, the architectural and site design are also compatible. The architectural concept of IBEC is similar in style and material selection to the contemporary design of Sofi Stadium. Conversely, the architectural style of IBEC differs dramatically from The Forum. However, it is this difference in architectural styles along with the iconic nature of both facilities that foster's IBEC's design compatibility with The Forum.

The site circulation and design is planned to avoid conflict with existing surrounding uses. The site is adjacent to M1-L zoned land which allows for Limited Manufacturing and current development is characterized by one and two story buildings with an industrial motif. The operations of IBEC is not anticipated to interfere with the operations of the M1-L sites which currently contain primarily warehousing and freight logistics uses, as trucks travelling through the M-1L zoned area will be able to continue using Doty Avenue and 102nd Street to access such uses. The IBEC physical design will also be compatible with the existing physical massing of development. One of the most important ways in which this is accomplished is the arena site building envelope generally steps down around all edges to a similar scale of structure and wall.

In addition to adjacent commercial and industrial land uses, the site is also adjacent to or abuts limited numbers of both legal and legal-non conforming residential land uses. From a land use perspective, the IBEC is compatible with these residential uses in a few key ways including project layout and access points. Particular components of the project

have been sited either close to or away from residential uses, as appropriate based on activity intensity. For example, the plaza and outdoor stage is sited close to Century Boulevard, away from surrounding residential uses. Similarly, the site sub-areas closest to the highest concentrations of residential uses contain project components with the lowest levels of ongoing site activity (e.g. parking structures and the well). Furthermore, the proposed parking structures direct the majority of traffic onto the major thoroughfares as opposed to the streets with residential uses.

IBEC will also achieve compatibility with these adjacent and nearby residential uses through a number of design features including Mitigation Measures, AB 987 design requirements, and the Design Guidelines. While the Mitigation Measures address localized environmental issues such as sound and light transmission from the Sports and Entertainment Complex, they also address issues with a wider reach such as traffic conditions and air quality. AB 987 design requirements also further both localized and broader air quality and greenhouse gas compatibility. Lastly, the Design Guidelines further facilitate compatibility by ensuring the massing and aesthetics of IBEC are sensitive to surrounding residential through a number of guidelines that require consideration of proximity to surrounding uses with special consideration given to residential uses. In particular, the following Design Guidelines are some of those aimed at ensuring the final structures are carefully designed when adjacent to residential uses and public right-of-way:

- DG-2.1.1 Building design should incorporate physical transitions and/or setbacks from the Event Center structure to adjacent properties and to frontages along West Century Boulevard and South Prairie Avenue.*
- DG-2.1.6 Building design of Event Center Supporting Structures and Infrastructure and Ancillary Structures should incorporate variety in massing to create visual interest and textures of shadow, light and materials.*
- DG-2.1.7 All building elevations should be considered and integrated into the overall design, and the side and rear facades of a building should be treated with sensitivity to adjacent uses.*
- DG-2.3.7 Landscape buffers, screening walls, green screens, or other transition features shall be provided between Sports and Entertainment Complex structures and adjacent residential uses where feasible considering site conditions.*

Further supporting staff's determination is the project makes use of a site that while having had a number of businesses operate, it has also been substantially underutilized over the past 10+ years, as evidenced by the vacant buildings and vacant land. This underutilization has been largely a result of constraints on viable development options due to the Project Site's location under the flight path. While the City has made efforts in the past to plan for viable uses on the Project Site, that vision has not reached fruition. The proposed IBEC presents an opportunity to increase the utility of this land in a way

that is in keeping with the original vision for the area. In so doing, it creates amenity features including publicly accessible open space with retail/restaurant options, greening of the site and area, and iconic architecture for surrounding residents and businesses where once was underutilized property.

Based on consideration of the project's operational/land use characteristics in relation to adjacent and surrounding land uses as well as the physical form of the project in relation to the surrounding built environment, staff finds that the project will be compatible in the proposed location and as laid out.

General Plan Consistency Analysis

The Inglewood General Plan serves as a blueprint for the physical development of the City. It sets the long term physical economic, social and environmental goals for the City and identifies the type of development needed to achieve these goals. Over time, as individual General Plan elements are modified, the City must ensure that any modifications do not conflict with any other part of the general plan. The City has undertaken a comprehensive review and analysis of the Project and the approvals required for its implementation, for consistency with the City's General Plan, as it is proposed to be amended by the General Plan Amendment (No. 2020-003); this analysis is set forth in Attachment No. 5 (General Plan Consistency Findings). Based on this review, and as further described in the attachment the City concludes that the Project and the approvals are each, on balance, consistent with relevant applicable General Plan policies, goals and objectives of the General Plan, as proposed to be amended by the General Plan Amendment (No. 2020-003).

Public Comments

The following correspondence was received since the notice was published and mailed (Attachment No. 7):

1. Richard Garcia (June 8, 2020)
2. Veronica Lebron/Silverstein Law (June 8, 9, 11, and 12, 2020)
3. Naira Soghatyan/Silverstein Law (June 11, 2020)
4. Dev Bhalla (June 11, 2020)

Environmental Determination

As discussed above, an EIR (No. EA-EIR-2020-045, State Clearinghouse No.: SCH2018021056) has been prepared for the Project, in addition to a Mitigation Monitoring Reporting Program, and California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations. (See Planning Commission Resolution Recommending City Council Final EIR Certification Resolution).

The EIR found a total of 66 significant or potentially significant impacts in the following study areas:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural and Tribal Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise and Vibration
- Transportation and Circulation

Of these significant impacts, 25 can be mitigated to a Less than Significant Level. The mitigation measures proposed for the Project are set forth in the Mitigation Monitoring Reporting Program. The remaining 41 impacts cannot be mitigated to a Less than Significant Level. As such, the EIR concludes that implementation of the proposed project will result in 41 Significant and Unavoidable Impacts listed in Attachment No. 6. Pursuant to CEQA Guidelines section 15093(b), the City has prepared a Statement of Overriding Considerations, included in the Resolution Recommending City Council Final EIR Certification that sets forth the City's specific reasons for recommendation of approval of the Project.

The EIR evaluates a range of alternatives to the Project. These alternatives include a reduced amount of development at the Project Site, as well as different locations for the Project within and outside of the City of Inglewood. The City's proposed rejection of those alternatives is further described in the Resolution Recommending City Council Final EIR Certification.

Should the City decide to certify the EIR, it must make the findings set forth in CEQA Guidelines § 15090(a); that the EIR:

- Complies with CEQA;
- Reflects the lead agency's independent judgment and analysis; and
- Was presented to the decision-making body, which reviewed and considered the information in the EIR before approving or approving with modifications any component of the proposed project.

A copy of the Final Environmental Impact Report (FEIR) remains available for public review in the First Floor lobby of City Hall, on the City's webpage and via email at ibecproject@cityofinglewood.org.

Attachments:

- Attachment No. 1 Project Site Aerial
- Attachment No. 2 Basic Site Plan Drawings
- Attachment No. 3 Conceptual Renderings and Conceptual Landscape Plan
- Attachment No. 4 Zone Change and Zoning Code Amendment Findings
- Attachment No. 5 General Plan Consistency Findings
- Attachment No. 6 Significant and Unavoidable Impacts
- Attachment No. 7 Public Comments Received

Prepared by,

Fred Jackson
Senior Planner

Prepared by,

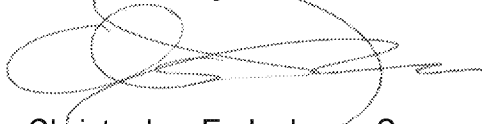
Eddy Ikemefuna
Senior Planner

Prepared by,



Mindy Wilcox, AICP
Planning Manager

Submitted by,



Christopher E. Jackson, Sr.
Department Director

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RESOLUTION NO. ____

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF INGLEWOOD, CALIFORNIA,
RECOMMENDING TO THE CITY COUNCIL FOR
APPROVAL AMENDMENTS TO THE LAND USE,
CIRCULATION, AND SAFETY ELEMENTS OF THE
INGLEWOOD GENERAL PLAN FOR THE
INGLEWOOD BASKETBALL AND ENTERTAINMENT
CENTER PROJECT.**

(Case No. GPA-2020-003)

SECTION 1.

WHEREAS, Section 65302, subdivision (a) of the California Government Code requires certain elements to be included in the City of Inglewood General Plan (General Plan);

WHEREAS, Murphy’s Bowl, LLC (Project Sponsor), seeks the development of the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City’s residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the Project). The Project will also include a limited-service hotel. The area of the IBEC Project is shown in Exhibit A;

1 WHEREAS, the majority of the Project Site is designated as Industrial
2 in the General Plan Land Use Element; a small approximately 2.7-acre area of
3 the Project Site is designated as Commercial that is adjacent to S. Prairie
4 Avenue, just south of W. Century Boulevard, comprised of Parcels with
5 Assessor Identification Numbers:

6 4032-001-005	4032-001-904	4032-008-001
7 4032-001-006	4032-001-906	4032-008-035
8 4032-001-039	4032-001-907	4032-008-903
4032-001-900	4032-001-908	4034-005-900
4032-001-901	4032-001-910	

9
10 WHEREAS, implementation of the Project necessitates text and map
11 amendments to the General Plan, including certain text and map amendments
12 to the General Plan Land Use, Circulation, and Safety Elements attached to
13 this Resolution as Exhibits B, C-1, C-2, and C-3 which are incorporated herein
14 by this reference (collectively, the General Plan Amendments);

15 WHEREAS, on May 1, 2020, the Economic and Community
16 Development Department Director of the City of Inglewood directed Planning
17 Division staff to prepare various Project approval materials, including the
18 General Plan Amendments, and schedule a public hearing before the Planning
19 Commission;

20 WHEREAS, the proposal was set for a duly-noticed public hearing
21 before the Planning Commission in the City Council Chambers, Ninth Floor,
22 of the Inglewood City Hall, on the 17th day of June 2020, beginning at the hour
23 of 7:00 p.m.;

24 WHEREAS, on June 17, 2020, the Planning Commission conducted the
25 hearing at the time and place stated above and afforded all persons interested
26 in the matter of the General Plan Amendments, GPA-2020-003, or in any
27 matter or subject related thereto, an opportunity to be heard by the Planning
28

1 Commission and to submit any testimony or evidence in favor of or against the
2 proposed General Plan Amendments;

3 WHEREAS, after taking public testimony and fully considering all the
4 issues, the Planning Commission determined that the proposed General Plan
5 Amendments should be recommended for approval to the City Council as set
6 forth herein; and

7 WHEREAS, pursuant to the California Environmental Quality Act,
8 Public Resources Code section 21000, et seq. (CEQA), the City prepared an
9 Environmental Impact Report (EA-EIR-2020-45) for the Project (EIR), which
10 analyzes potential environmental impacts of the Project, including the General
11 Plan Amendments. Prior to making a recommendation on the General Plan
12 Amendments, the Planning Commission reviewed and considered the EIR and
13 recommended that the City Council certify the EIR, make certain
14 environmental Findings, adopt a Statement of Overriding Considerations
15 (together, the CEQA Findings), and adopt a Mitigation Monitoring and
16 Reporting Program (MMRP) for the Project.

17 **SECTION 2.**

18 NOW, THEREFORE, BE IT RESOLVED by the Inglewood Planning
19 Commission, based on the entirety of the materials before the Planning
20 Commission, including without limitation, agenda reports to the Planning
21 Commission; the EIR and all appendices thereto and supporting information;
22 Resolution No. __ (EIR Certification Resolution) including the CEQA Findings
23 and MMRP attached as Exhibits B and C, respectively, thereto; all plans,
24 drawings, and other materials submitted by the Project Sponsor; minutes,
25 reports, and public testimony and evidence submitted as part of the City
26 Council's duly-noticed meetings regarding the IBEC Project; the record of
27 proceedings prepared in connection with AB 987 pursuant to Public Resources
28 Code section 21168.6.8; and all other information contained in the City's

1 administrative record concerning the Project (collectively, the Record), which
2 it has carefully reviewed and considered, the Planning Commission finds as
3 follows:

4 1. That the foregoing Recitals are true and correct and made a part
5 of this Resolution.

6 2. That all procedural requirements for the Planning Commission to
7 recommend to the City Council approval of the General Plan Amendments
8 have been followed.

9 3. The General Plan Amendments substantially comply with
10 applicable requirements of state law and will ensure internal consistency of
11 the General Plan as required by California Government Code Section 65300.5.

12 4. As described in Exhibit D (General Plan Consistency Findings),
13 which is incorporated by reference as though fully set forth herein, the General
14 Plan Amendments are in general conformity with the General Plan, as it is
15 proposed to be amended, and the Project and the approvals required for
16 implementation of the Project, are, on balance, consistent with the General
17 Plan, as it is proposed to be amended.

18 5. The General Plan Amendments establish appropriate land uses
19 and development standards for the efficient and orderly development of the
20 Project and the adoption of the Amendments is reasonably related to the
21 protection of the public health, safety, and welfare, as further described in the
22 Planning Commission Agenda Report and Planning Commission Resolution
23 No. __ (EIR Certification Resolution), which includes a Statement of
24 Overriding Considerations.

25 6. An EIR has been prepared for the IBEC Project, including the
26 proposed General Plan Amendments, and must be certified by the City Council
27 prior to final approval of these General Plan Amendments, GPA 2020-003. The
28 Planning Commission has recommended that the City Council certify the EIR

1 and adopt CEQA Findings including a Statement of Overriding Considerations
2 for significant and unavoidable impacts of the Project that would remain
3 significant even with the implementation of all feasible mitigation measures
4 specified in the EIR, and adopt an MMRP for the Project in accordance with
5 CEQA as provided in Planning Commission Resolution No. ___ (EIR
6 Certification Resolution).

7
8 **SECTION 3.**

9
10 BE IT FURTHER RESOLVED, that pursuant to the foregoing
11 recitations and findings the Planning Commission of the City of Inglewood,
12 California, hereby recommends that the City Council approve and adopt the
13 General Plan Amendments in the form attached to this Resolution as Exhibits
14 B, C-1, C-2, and C-3.

15 BE IT FURTHER RESOLVED, that the Secretary of the Planning
16 Commission is hereby instructed to forward a certified copy of this Resolution
17 to the Project Sponsor and to the City Council as a report, with the findings
18 and recommendations of the Planning Commission pertaining to the General
19 Plan Amendments attached hereto as Exhibits B, C-1, C-2, and C-3 and to
20 forward a certified copy of all related files, data and instruments.

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BE IT FURTHER RESOLVED, this Resolution, a recommendation to the City Council to approve General Plan Amendment No. 2020-003 (GPA-2020-003) attached hereto as Exhibits B, C-1, C-2, and C-3, is passed, approved and adopted, this 17th day of June 2020.

**Larry Springs, Chairman
City Planning Commission
Inglewood, California**

Attest:

**Evangeline Lane, Secretary
City Planning Commission
Inglewood, California**

Exhibit A
Subject Site

Exhibit A

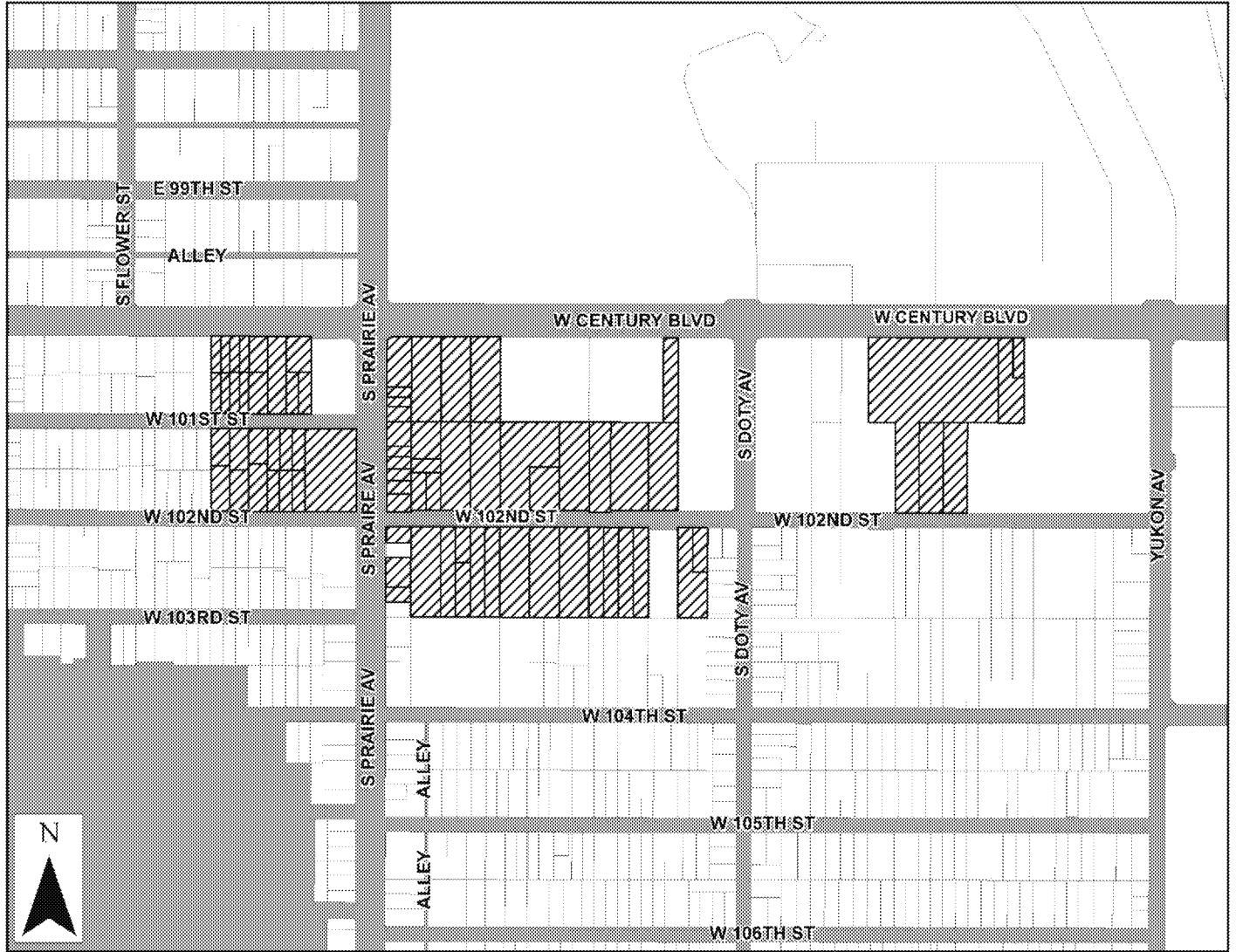


Exhibit B
Text Amendments to the Inglewood General Plan

TEXT AMENDMENTS TO
THE INGLEWOOD GENERAL PLAN

Added text is shown in **bold underline**; removed text is shown in ~~**bold strikethrough**~~.

Section 1.

Land Use Element “Section II – Statement of Objectives” for “Industrial” in Subsection D on pages 7 through 8 is amended to read as follows:

D. Industrial

- Provide a diversified industrial base for the City. Continue to improve the existing industrial districts by upgrading the necessary infrastructure and by eliminating incompatible and/or blighted uses through the redevelopment process.

- Continue the redevelopment of Inglewood by promoting the expansion of existing industrial firms and actively seek the addition of new firms that are environmentally non-polluting.

- Increase the industrial employment opportunities for the city’s residents.

- **Promote the development of sports and entertainment facilities and related uses on underutilized land, in appropriate locations, creating economic development and employment opportunities for the City’s residents.**

Land Use Element “Section VI – Future Land Uses” for “Industrial Land Use” in Subsection C on pages 71 through 74 is amended to read as follows:

C. Industrial Land Use

Usually there are three factors involved in the location of industrial land: infrastructure, compatibility of use, and proximity to an adequate labor force.

[intervening text intentionally omitted]

Industry should be compatible with surrounding land uses. Compact

industrial locations such as an "industrial park" place industries adjacent to other industries, thereby minimizing conflict with residential and commercial areas. In some cases, industrial uses may be placed where residential or commercial land uses are not desirable, such as the area which is under the eastern end of the flight path of Los Angeles International Airport. The Element proposes that the area in the City of Inglewood generally bounded by Crenshaw on the east, La Cienega on the west, Century on the north and 104th Street on the south be designated as industrial from the present residential and commercial. This area is an extremely undesirable location for residential usage because it is severely impacted by jet aircraft noise. The area should be developed with industrial park, commercial, **and/or office park uses, and/or sports and entertainment facilities, and related uses**, utilizing planned assembly district guidelines, **or, in the case of sports and entertainment facilities and related uses, project-specific design guidelines in lieu of the planned assembly district guidelines**, to insure both the quality of the development and **to encourage** its compatibility with surrounding uses.

[intervening text intentionally omitted]

Those industrial areas which front along major arterials such as La Cienega, Florence, or Century will likely be developed for industrial/commercial/office uses, **or sports and entertainment facilities and related uses**.

[intervening text intentionally omitted]

As the construction of the Century Freeway along the City's southern boundary progresses, the highly noise impacted area between Century and 104th which is west of Crenshaw should be recycled from its present residential uses to more appropriate industrial/commercial/office uses, **or sports and entertainment facilities and related uses**. Irrespective of market forces, the City must promote and assist in upgrading of existing industrial uses.

Section 2.

Circulation Element Section on “Street Classification Collectors” (within “Part Two – Circulation Plan” in Subpart 4 on pages 20 through 21) is amended to read as follows:

4. COLLECTORS.

~~35. 102nd Street (east of Prairie Avenue)~~

~~36~~ 35. 104th Street

~~37~~ 36. 108th Street (Prairie Avenue to Crenshaw Boulevard)

Circulation Element Section on “Traffic Generators” within “Part Two – Circulation Plan” on page 22 is amended to read as follows:

Certain facilities or areas in and near Inglewood can be identified as being the destination of significant numbers of vehicles:

[Nos. 1 – 7 intentionally omitted]

8. Inglewood Basketball and Entertainment Center. The sports and entertainment arena can accommodate approximately 18,500 patrons, and includes parking to serve the arena and related uses for approximately 4,125 vehicles, in addition to complementary transportation and circulation facilities.

Circulation Element Section on “Truck Routes” within “Part Two – Circulation Plan” on page 28 is amended to read as follows:

The purpose of designated truck routes is to restrict heavy weight vehicles to streets constructed to carry such weight, in addition to keeping large vehicles--with their potentially annoying levels of noise, vibration and fumes--from residential

neighborhoods. With the exception of two routes, all designated truck routes are along arterial streets. One exception is East Hyde Park Boulevard and Hyde Park Place which have street widths too narrow to be classified an arterial route but which serve various small light manufacturing and heavy commercial businesses located in northeast Inglewood. The second exception is 102nd Street (between 325 feet west of the centerline of ~~Prairie Doty~~ Avenue and Yukon Avenue) which serves the new manufacturing and air freight businesses being developed in the Century Redevelopment Project area.

Exhibit C-1
Map Amendment to the Land Use Element of the Inglewood General Plan

EXHIBIT C-1

MAP AMENDMENT TO THE LAND USE ELEMENT OF THE INGLEWOOD GENERAL PLAN

Land Use Element “Land Use Map” is amended (as depicted below) to show that certain approximately 2.7-acre area located adjacent to S. Prairie Avenue, just south of W. Century Boulevard, comprised of Parcels

4032-001-005	4032-001-906	4032-008-903
4032-001-006	4032-001-907	4034-005-900
4032-001-039	4032-001-908	
4032-001-900	4032-001-910	
4032-001-901	4032-008-001	
4032-001-904	4032-008-035	

to be designated as “Industrial”.



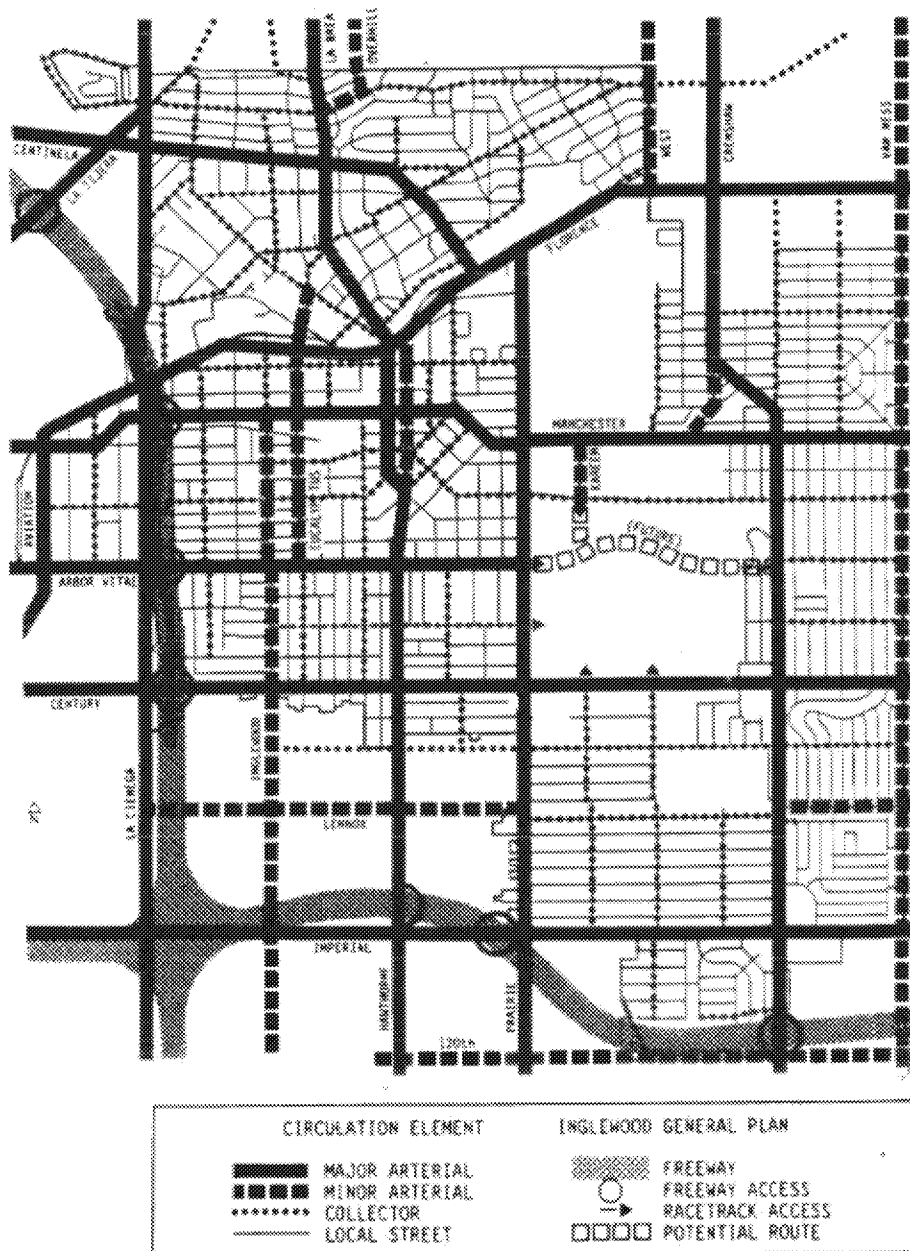
Exhibit C-2
Map Amendments to the Circulation Element of the Inglewood General Plan

EXHIBIT C-2

MAP AMENDMENTS TO THE CIRCULATION ELEMENT OF THE INGLEWOOD GENERAL PLAN

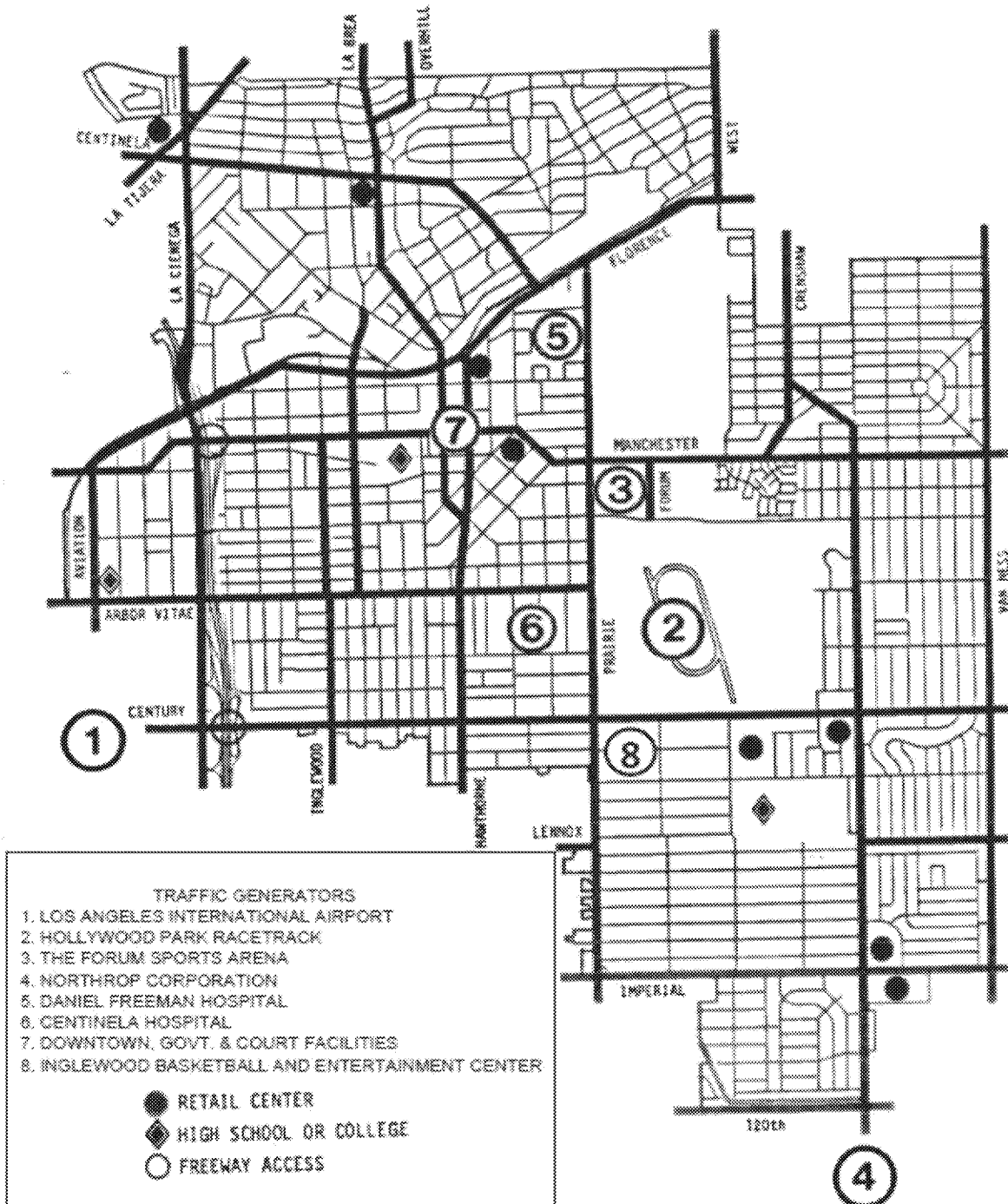
Section 1.

The Circulation Element "Street Classification" Map on page 17 is amended in its entirety (as depicted below) to remove the vacated portions of 101st and 102nd Streets as follows:



Section 2.

The Circulation Element "Traffic Generators" Map on page 23 is amended in its entirety (as depicted below) to add the location of the Project site as follows:



Section 3.

The Circulation Element “Designated Truck Routes” Map on page 29 is amended in its entirety (as depicted below) to remove the vacated portion of 102nd Street as follows:

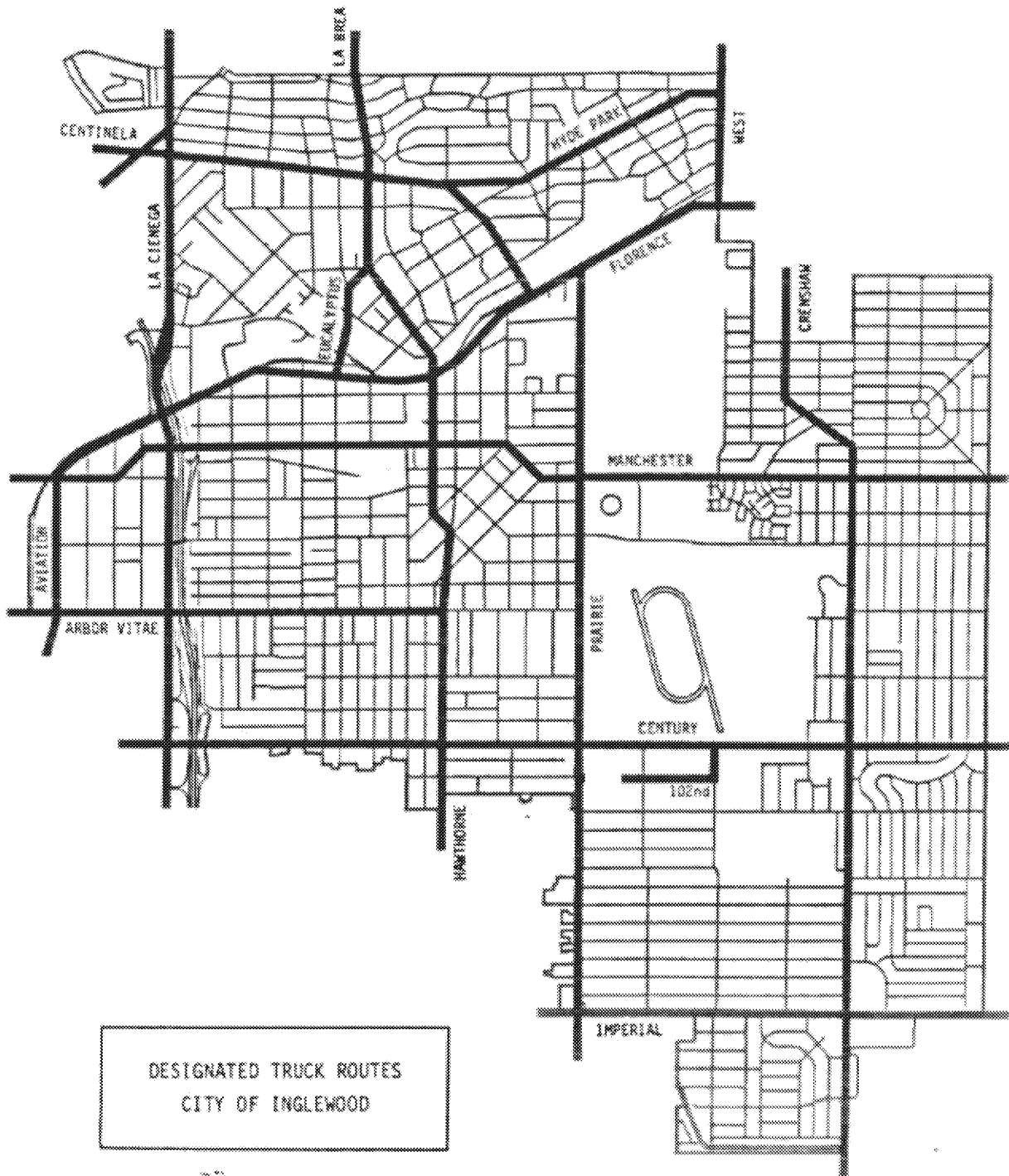


Exhibit C-3
Map Amendments to the Safety Element of the Inglewood General Plan

EXHIBIT C-3

MAP AMENDMENT TO THE SAFETY ELEMENT OF THE INGLEWOOD GENERAL PLAN

Safety Element Water Distribution System Map on page 37 is supplemented (as depicted below) to show the relocation of a water well and accompanying pipelines as follows:

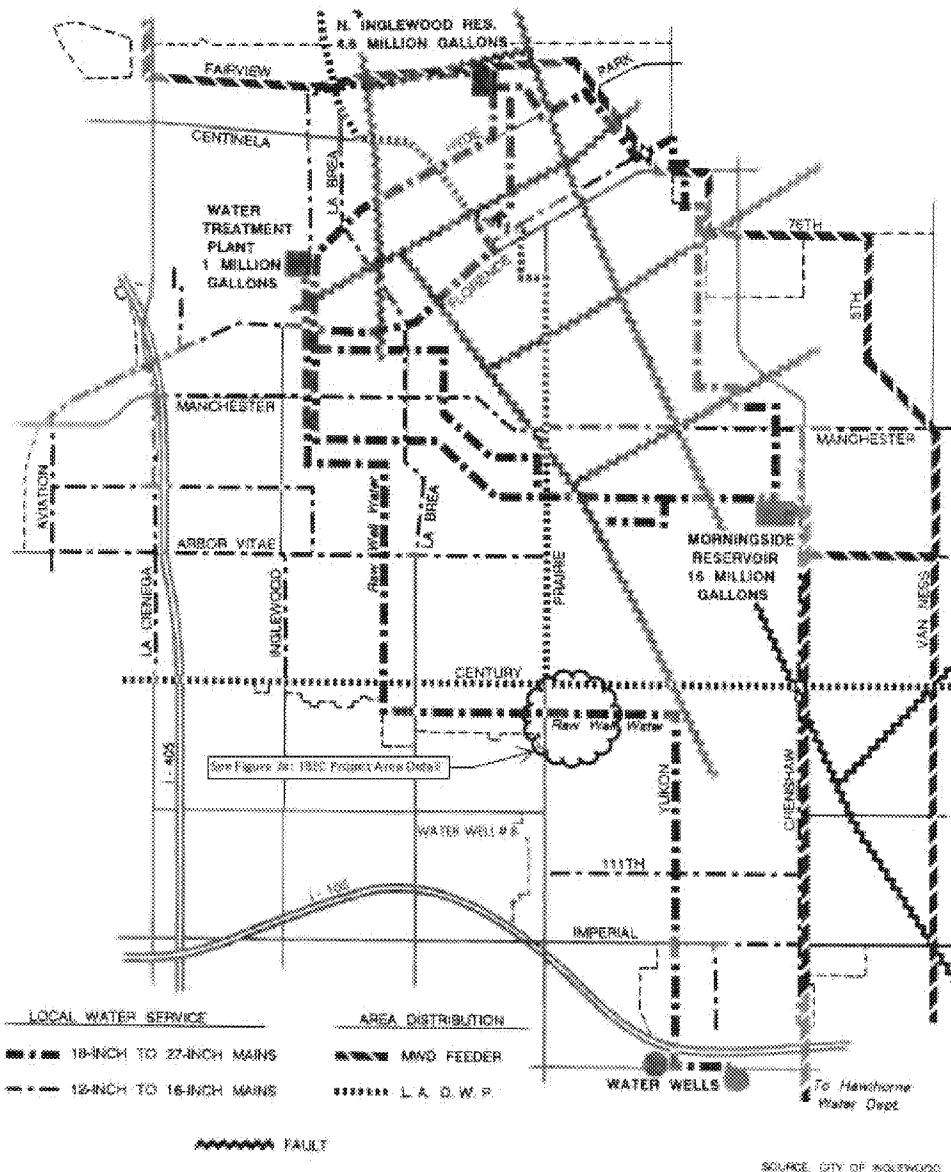


FIGURE 7. WATER DISTRIBUTION SYSTEM

SOURCE: CITY OF INGLEWOOD

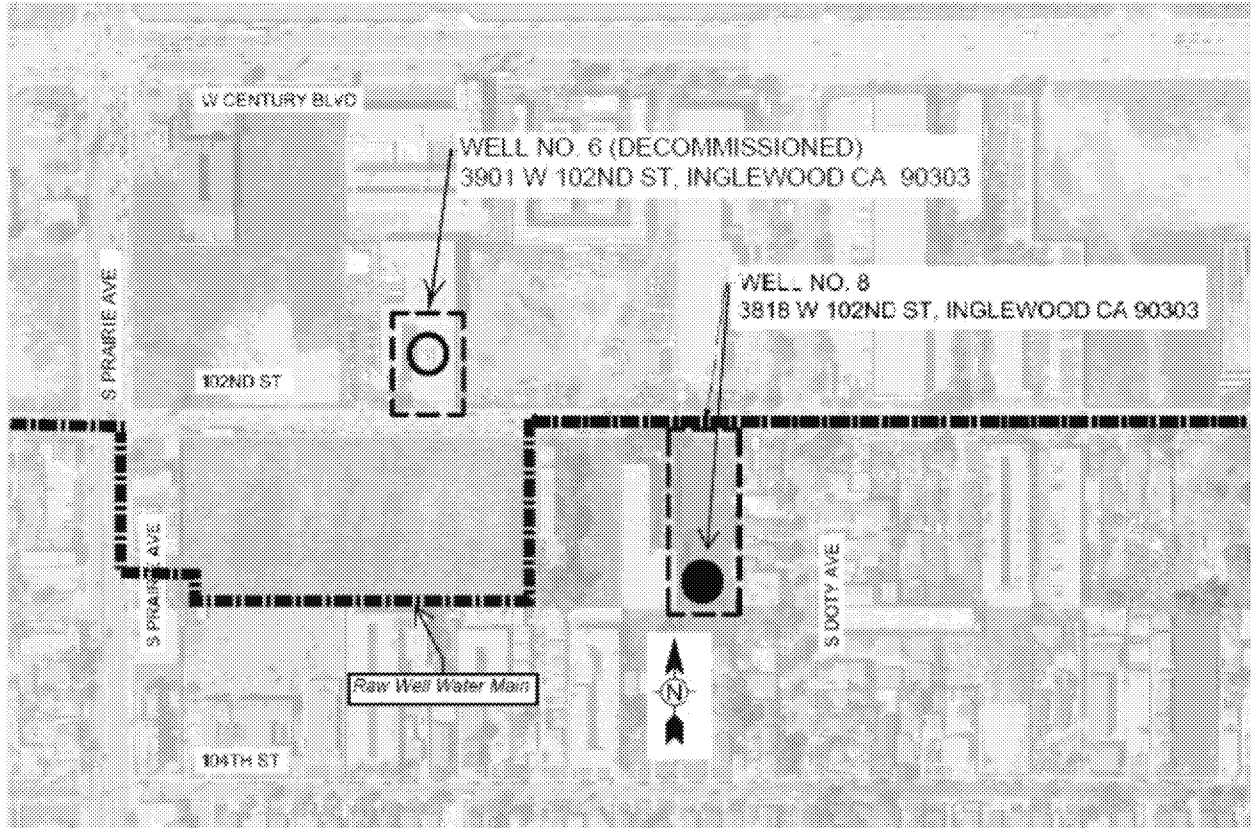


Figure 7a: IBEC Project Area Detail

Exhibit D
General Plan Consistency Analysis

GENERAL PLAN CONSISTENCY ANALYSIS

Murphy's Bowl, LLC (Project Sponsor), seeks the development of the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association (NBA) games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the Project). The Project also includes a limited-service hotel.

Implementation of the Project requires various approvals from the City, including certain text and map amendments to the General Plan, as more particularly described in Planning Commission Resolution No. _____ (General Plan Amendments). The City has reviewed the Project, which includes the Approval Actions required for its implementation, as set forth in the CEQA Findings, for consistency with the City's General Plan, as it is proposed to be amended by the General Plan Amendments. Based on this review, and as further described below, the City concludes that the Project and the Approval Actions¹ are each, on balance, consistent with the relevant applicable General Plan policies, goals and objectives of the General Plan, as proposed to be amended. Text proposed by the General Plan Amendments is shown in **bold underline**. Additional detail regarding much of the underlying analysis and evidence is contained in the agenda report to the Planning Commission, the EIR and all appendices thereto; Planning Commission Resolution No. ____ (Recommending Certification of the EIR and Adoption of MMRP and CEQA Findings and Statement of Overriding Considerations) including the CEQA Findings and MMRP attached as Exhibit B and C thereto; all plans, drawings, and other materials submitted by the Project Sponsor; minutes, reports, and public testimony and evidence submitted as part of the City Council's duly noticed meeting(s) regarding the IBEC Project; the record of proceedings prepared in connection with AB 987 pursuant to Public Resources Code § 21168.6.8; and all other information contained in the City's administrative record concerning the Project (collectively, the Record). Information in this analysis regarding fiscal and economic data is sourced from the HR&A Report prepared for the Project, which has been peer reviewed by a report prepared by Keyser Marston Associates ("KMA") on behalf of the City.

I. LAND USE ELEMENT

The Land Use Element presents a long-range plan for the distribution and future use of land within the City. Relevant policies, goals and objectives applicable to the Project are as follows:

¹ These consistency findings do not include any Approval Actions related to the potential exercise by the City of its eminent domain authority, which is at the City's sole discretion under the terms of the proposed Disposition and Development Agreement for the Project.

General:

- Provide for the orderly development and redevelopment of the City while preserving a measure of diversity among its parts.
- Help promote sound economic development and increase employment opportunities for the City's residents by responding to changing economic conditions.
- Promote Inglewood's image identity as an independent community within the Los Angeles metropolitan area.

The majority of the Project is designated in the General Plan as Industrial, with a small portion of the site adjacent to S. Prairie Avenue, just south of W. Century Boulevard, designated as Commercial. To implement the Project, amendments are proposed to the Land Use Element to provide a uniform land use designation for the Project site that reflects its proposed uses. This principally involves expressly referencing sports and entertainment facilities and related uses on properties in the Industrial land use designation (see below) and amending the Land Use Map to designate the entire Project site as Industrial. These amendments are further described in the Planning Commission Agenda Report. Additional amendments are proposed to the Circulation Element and Safety Element, which are discussed in Sections II and VII below.

Historically, the Project site has been challenging to develop and utilize due to its location under the Los Angeles International Airport ("LAX") flight path. Most of the currently vacant parcels comprising the Project site were previously developed, but were purchased by the City and the former Inglewood Redevelopment Agency using FAA-issued noise grants to the City of Inglewood as part of the LAX Noise Control/Land Use Compatibility Program, with the objective of recycling incompatible residential land use to other land uses compatible with the noise levels of airport operations. These parcels were specifically acquired in order to eliminate incompatible residential use in the near term and stimulate economic development in the long term by converting the parcels in this area to noise-compatible commercial, industrial, or other revenue-generating uses. The City has worked for many years to market the property for redevelopment with noise-compatible uses, but these efforts have never come to fruition, other than a portion of the Project site used as a private parking lot from 2013-2017.

The Project provides for the orderly development and redevelopment of the City while preserving a measure of diversity among its parts because as established above, the Project is part of a concerted and longstanding effort to redevelop parcels in the LAX flight path with noise-compatible, productive uses suitable for the recreational enjoyment of the public. The Project's sports and entertainment, retail and restaurants, parking structure and other uses diversify the City's land use and are compatible with and complement other commercial and industrial land uses in the area and the City.

The Project would help promote sound economic development and increase employment opportunities for the City's residents by responding to changing economic conditions because it would redevelop the site into a state-of-the-art sports and entertainment facility with related uses that promote economic development and increases employment opportunities for the City's residents. In addition to redevelopment of vacant and underutilized parcels, the economic

development and employment opportunities include but are not limited to the following during the construction period and during subsequent Project operations. The Project will generate approximately \$12.9 million in one-time tax revenues related to construction of the Project. Approximately 67% is related to the City's nonresidential construction tax, followed by 25% related to sales tax on construction materials, and 8% related to business tax on contractor earnings. Construction of the Project will also generate about \$10.3 million from the Project's Art Fee and School fee, which are non-general fund revenues.

Upon stabilized Project operation in 2025, the Project is expected to produce (calculated in 2019 dollars) approximately \$4.5 million in annual net tax revenues, plus \$2.3 million in annual property tax revenue for the Inglewood Unified School District.² Cumulatively, it will produce approximately \$70.0 million in net fiscal impact (or \$149.1 million in nominal dollars) plus approximately \$72.4 million in normal property tax revenues.

The fiscal analysis for the Project also included a sensitivity analysis for a reduced ancillary retail program and third-party events scenario to provide a more conservative analysis. As compared to the base Project scenario, the construction period analysis is substantially the same, with only a slight decrease of approximately 2% for one-time tax and City fee revenues. For operations, the net annual fiscal impacts are reduced but would continue to be substantial at approximately \$4,000,000, or \$132,000,000 cumulatively in nominal dollars. For operations, the net annual economic impacts are reduced but would continue to be substantial at approximately \$210 million in annual net economic output and 1,190 jobs at stabilized operations.

During construction, approximately 7,269 total headcount (direct on-site plus multiplier effect) jobs will be created, of which approximately 7,020 will be full-time and part-time construction jobs at the Project site. Approximately \$466.7 million in compensation will be paid to workers directly and indirectly associated with construction, and the construction period will generate approximately \$1.06 billion in total economic output. On an annual basis once operations stabilize, approximately 1,557 total headcount jobs will be created, of which approximately 1,476 will be full-time and part-time operations jobs at the Project site. Approximately \$139.3 million in annual compensation will be paid to workers directly and indirectly associated with Project operations, and approximately \$267.9 million in total economic output will be generated.

In addition, the Project would provide extraordinary public benefits contained in Exhibit C, attached to the Development Agreement, including creation of local jobs and equity, commitments to affordable housing and renter support, rehabilitation of Morningside Park Library and creation of a community center, support for Inglewood youth, education, support for Inglewood seniors, improving Inglewood parks, and sustainable construction practices and eco-friendly building operations.

² KMA estimates that net revenue to the City would be approximately \$4.4 million. The difference is due to slightly different assumptions and methodologies employed by the consultants. Under either scenario, however, the Project will generate substantial revenue for the City, even accounting for City costs associated with providing public services to the Project.

The Project promotes the City's image and identity as an independent community within the Los Angeles metropolitan area by facilitating the return of an NBA franchise to the City known as the "City of Champions." The Project promotes the City's image and identity as a premier regional sports and entertainment center at the regional, national, and international level and complements the adjacent new development at Hollywood Park, including its National Football League stadium, creating a world-class sports and entertainment district for the recreational enjoyment of the public.

Residential:

- Foster the revitalization or, if necessary, the recycling of residential areas which cannot provide a decent living environment because of jet noise impact.

The Project site does not include parcels with a residential land use designation under the General Plan, and no residential uses are proposed in connection with the Project. However, because the General Plan includes policies, such as the above residential policy, that are not explicitly limited to development within the residential land use designation, analysis of this policy has been included for completeness. The General Plan and Los Angeles County Airport Land Use Compatibility Plan both establish that the area in which the Project site is located is not appropriate for the development or redevelopment of residential uses given its location under the Los Angeles International Airport Flight Path. The Project does not include residential uses, nor does it directly impact housing stock. Rather, the Project facilitates development of sports and entertainment facilities and related uses, which are compatible land uses within the noise impacted area, and are consistent with the FAA-issued noise grants, as further discussed in the letter to the City dated August 26, 2019, from Mr. David Cushing, Manager of the FAA's Los Angeles Airport District Office.

As noted above, the majority of parcels comprising the Project site were purchased by the City and the former Inglewood Redevelopment Agency utilizing FAA-issued noise grants for the specific purpose of recycling incompatible residential land use to land uses which are compatible with the noise levels of LAX airport operations. These parcels were specifically acquired in order to eliminate incompatible residential uses in the near term and stimulate economic development in the long term by converting the parcels in this area to noise-compatible commercial, industrial, or other revenue-generating uses. The Project meets these objectives by developing sports and entertainment facilities and related uses that are consistent with the FAA-issued noise grants.

Commercial:

- Create and maintain a healthy economic condition within the present business community and assist new business to locate within the city.
- Continue to promote the development of high quality commercial/office space at appropriate locations within the city through the redevelopment process.
- Promote the development of commercial/recreational uses which will complement those which already are located in Inglewood.

As discussed above, the majority of the Project site is designated under the General Plan as Industrial, with a small portion of the site designated as Commercial. The General Plan Amendments propose to apply a uniform Industrial land use designation for the Project site. Because the General Plan includes policies, such as the above commercial policies, that are not explicitly limited to development within the commercial land use designation, analysis of these policies has been included for completeness.

The Project would maintain a healthy economic condition within the present business community and assist new business to locate within the City as follows. The Project supports the City's economic growth by contributing to the City's financial base and overall fiscal stability based on increased City revenue (including property, construction, sales, and admissions taxes) generated by the Project. The Project would stimulate new businesses and create new employment opportunities for the City's residents, including but not limited to new construction jobs and permanent jobs for annual Project operations (including non-event jobs and full-time equivalent event-related jobs), all as discussed in the HR&A Report and summarized above.

The Project would redevelop a largely vacant and underutilized area with high-quality commercial uses, including an arena, retail, and office space, in a transit-accessible area appropriate for those uses, which would complement existing commercial/recreational uses already located in Inglewood, including the adjacent mixed-use Hollywood Park development. The Project would improve the existing visual appearance of the Project site, including its frontage along West Century Boulevard and South Prairie Avenue, which currently is characterized by underutilized and largely vacant parcels. The Project would be required to comply with project-specific design guidelines, and would comply with a plan review process to ensure that the Project's new development is visually compatible with and complementary to its site and surroundings. As further described below, the Project will provide transportation infrastructure and utility improvements required to serve the Project.

Industrial:

- Provide a diversified industrial base for the City. Continue to improve the existing industrial districts by upgrading the necessary infrastructure and by eliminating incompatible and/or blighted uses through the redevelopment process.
- Continue the redevelopment of Inglewood by promoting the expansion of existing industrial firms and actively seek addition of new firms that are environmentally non-polluting.
- Increase the industrial employment opportunities for the City's residents.
- **[As Proposed to Be Amended] Promote the development of sports and entertainment facilities and related uses on underutilized land, in appropriate locations, creating economic development and employment opportunities for the City's residents.**

With adoption of the proposed General Plan amendments, the entire Project site is designed as Industrial under the General Plan Land Use map. (Prior to adoption of the proposed General Plan amendments, the majority of the Project site was designated Industrial and a small

portion of the Project site along the South Prairie Avenue corridor was designated as Commercial.) The General Plan amendments would allow for development of sports and entertainment facilities and related uses within the Industrial land use designation on land that is currently underutilized and historically has been challenging to develop, thereby assisting in eliminating incompatible uses, as discussed above and, further diversifying the industrial and employment base, as discussed above. In addition, it would improve existing and create new infrastructure for water, wastewater, drainage, electricity, natural gas and telecommunication services. It would also include many improvements to transportation infrastructure such as restriping, converting medians to turn lanes, widening of freeway off-ramps, and signal timing improvements through the Citywide ITS program, that serve the broader area, all as reflected in the MMRP. The Project incorporates new uses that support the economic development and employment goals of the General Plan and adds employment opportunities for the City's residents, as discussed above.

The Project is consistent with the General Plan's policy of promoting the addition of new uses that are environmentally non-polluting. The Project will be designed and constructed to meet the US Green Building Council's Leadership in Energy and Environmental Design (LEED®) Gold Certification requirements. The Project will also implement a wide range of mitigation measures intended to reduce or eliminate environmental impacts associated with Project construction and operation, including commitments to a comprehensive Transportation Demand Management program and meeting a net-zero greenhouse gas standard, as reflected in the MMRP.

On May 6, 2020, the Planning Commission recommended certain General Plan Amendments (GPA 2020-002) to amend the Land Use Element to clarify existing population density and building intensity allowances for all land use designations. These amendments are scheduled to be considered by the City Council in a public hearing on June 30, 2020. In anticipation of the adoption of the amendments by City Council, and to provide for a conservative analysis, this section includes analysis regarding the Project's consistency with the proposed building intensity allowances that would be applicable to the Industrial designation in the form recommended by the Planning Commission for adoption. The Project is consistent with the current Land Use Element as adopted, and is also consistent with the proposed Land Use Element policies regarding building intensity allowance applicable to the Industrial designation. Building intensity, also expressed as "Building Area Ratio" under the proposed General Plan Amendments (GPA 2020-002), refers to the total building floor area divided by the site area and is the standard utilized for commercial, industrial and public/quasi-public uses. The proposed Building Area Ratio applicable to areas designated as Industrial under the General Plan is 13.18:1 or otherwise stated as 1380 percent. The Project would comply with this proposed permitted Building Area Ratio as it would include development of approximately 2,789,000 square feet on the approximately 28.1 acre Project site, which includes approximate Building Area Ratios of 196 percent on the Arena site; 468 percent on the West Parking site; 104 percent on the East Transportation and Hotel site; and zero percent on the Well Relocation site.

Circulation:

- Ensure that proposed new uses can be accommodated by adequate and safe streets.
- Promote and support adequate public transportation within the city and the region.
- Develop modified traffic systems that will discourage through traffic from utilizing neighborhood streets.
- Develop a safe and adequate pedestrian circulation system which is barrier free for the handicapped.

The Project would be located at the intersection of South Prairie Avenue and West Century Boulevard, which are both designated as major arterials in the General Plan. South Prairie Avenue runs north/south along the project frontage, and provides two travel lanes in each direction north of Manchester Boulevard, and three travel lanes in each direction south of Manchester Boulevard. West Century Boulevard runs east/west adjacent to the Project site, providing three travel lanes in each direction with a center turn lane. Other major arterials in the vicinity that would serve the Project are La Brea Avenue, Hawthorne Boulevard, Crenshaw Boulevard, and Manchester Boulevard. The EIR includes a comprehensive transportation analysis that considers net new traffic projected to be generated by the Project under a large number of scenarios at various times of the day and days of the week, both with and without special events, and including concurrent event scenarios with the Forum and Hollywood Park.

The EIR also identifies various measures that will be implemented to reduce or avoid Project impacts related to transportation and circulation, which have been included in the MMRP adopted with Project approval. These include implementation of an Event Transportation Management Plan, a management and operating plan intended to manage high levels of traffic on streets in the vicinity of the Project, and other area parking garages and key travel corridors in order to facilitate adequate and safe street access to and from the Project site. The Event TMP includes a Neighborhood Traffic Management Plan that includes goals and requirements for reducing traffic volumes on local and collector street segments, and discouraging and reducing event-related cut-through traffic while maintaining access for residents, adequate and safe streets, and discouraging through traffic from utilizing neighborhood streets.

Physical improvements include restriping, converting medians to turn lanes, widening of streets and freeway off-ramps, and signal timing improvements. The Project would also include implementation of several transportation management plans, including: a Construction Traffic Management Plan to ensure that acceptable operating conditions on local roadways are maintained during Project construction; a comprehensive TDM program that includes strategies to reduce vehicle trips and encourage other modes of travel; and a Local Hospital Access Plan to ensure that safe and timely routes to the hospital are provided in all pre- and post-event scenarios, all as reflected in the MMRP.

The Project includes various strategies to promote and support the use of public transportation as a means of travel to and from the Project through several measures, including a transportation hub at the East Transportation and Hotel site, shuttle stops on South Prairie Avenue, and a shuttle system for large events that would connect the Project to nearby Metro Crenshaw and Green Line Rail Stations. There are currently eight bus stops located on streets

and sidewalks adjacent to the Project site. The TDM programs will include bus stop facilities improvements, such as providing on-site and/or off-site improvements such as lighting, new benches and overhead canopies, adding bench capacity if needed, and real-time arrival information. The Project would exceed the requirements of the City of Inglewood Municipal Code for the provision of short- and long-term bicycle parking.

As reflected in the MMRP, the TDM Program will also implement an extensive range of programs intended to encourage use of alternate modes of transportation including public transit, shuttles, ridesharing, walking, and biking, including but not limited to: programs to encourage use of alternative modes of transportation, such as integrated event and transit tickets, bus facility improvements, employee transit or vanpool subsidies; event-day dedicated shuttle services to provide connections with short wait-times from the Project to existing and future LA Metro Green Line and Crenshaw Line stations; programs to encourage use of carpools and vanpools, including incentives like preferential parking, reduced parking cost, and variable parking pricing based on vehicle occupancy; programs to encourage active transportation, such as biking and walking, including bicycle parking, showers and lockers for employees, bike valet, and improved sidewalks and pathways to create safe routes throughout the Project site; a Park-n-Ride program that would use chartered buses to connect the Project to park-n-ride parking lots at key locations around the region; information services to inform the public about alternative ways to travel to and from the Project site; and event-day local microtransit service for a limited number of employees and attendees that would provide a microbus with a service range of 6 miles around the Project site.

The Project also includes streetscape and pedestrian circulation system improvements that will increase walkability and improve the pedestrian and bicyclist experience and accessibility on adjacent public rights-of-way near the Project site. The Project will include illumination to highlight circulation path and landscape features, and to create a safe pedestrian experience. To reduce impacts related to new sources of substantial light or glare, the Project is required to implement a Lighting Design Plan approved by the City, as reflected in the MMRP. These improvements would all be constructed to current accessibility standards.

The Project's consistency with the goals and policies of the General Plan related to circulation is further discussed in EIR Section 3.14, Transportation and Circulation. The analysis identifies a required amendment to the map on page 17 of the Circulation Element and the text on page 21 of the Circulation Element (proposed as part of the Project; see Section II CIRCULATION ELEMENT discussion below), and otherwise does not identify any inconsistencies with General Plan policies related to circulation.

Community Facilities:

- Maintain the present high level of police and fire services to the extent it is fiscally prudent.
- Expand opportunities for cultural and social growth for the City's residents.

Analysis in Chapter 3.13 of the EIR establishes that the City will be able to maintain the present high level of police and fire services with the Project. As discussed in greater detail in the

EIR, fire protection would be provided by the Los Angeles County Fire Department (LACFD) which provides protection services on a regional basis from a multitude of fire stations, the closest of which are Stations 170, 18, and 173, located within 1.5 miles of the Project site, and four additional fire stations located within 2.5 miles of the Project site. While the Project will increase call volumes to the LACFD, sufficient capacity exists among the stations in the vicinity to meet the increased demand. According to the LACFD, the estimated average response time to the Project site from Fire Station 170, the first due-in station, is five minutes, which meets the response time guidelines of the LACFD. Further, the Project will generate revenue for the City's general fund that could be used to fund LACFD expenditures as necessary to offset incremental Project effects on fire protection manpower or equipment.

The City of Inglewood Police Department will provide police protection at the Project site. As explained in the EIR, according to the Inglewood Police Department, because of the Department's long history of providing service to major entertainment and sports events in Inglewood, no new facilities or personnel would be required to provide service to the Project.

As further discussed in Section I above regarding general policies under the Land Use Element, the Project would expand opportunities for cultural and social growth for the City's residents by developing a premier regional sports and entertainment center in an area that is currently underutilized and historically has been challenging to develop. The Project complements the adjacent new development at Hollywood Park, including its National Football League stadium, creating a world-class sports and entertainment district. In addition to sporting activities, it is anticipated that the Project may be utilized to host other events such as family shows, concerts, corporate and community events, and other sporting events, all of which would provide cultural and social opportunities for the City's residents.

The Project's consistency with the goals and policies of the General Plan related to community facilities is further discussed in EIR Section 3.13, Public Services. The analysis does not identify any inconsistencies with the policies related to public services in either the Land Use Element or Safety Element (discussed below).

Summary Regarding Land Use Element Consistency

In addition to the foregoing, EIR Section 3.10, Land Use and Planning, identified potentially applicable General Plan Policies, and concluded that the Project would be consistent with the Land Use Element goals and objectives of the General Plan, as proposed to be amended.

For the foregoing reasons, the Project is consistent with the Land Use Element, as proposed to be amended.

II. CIRCULATION ELEMENT

The Circulation Element is designed to require that adequate street access and traffic capacity is considered for current and future land use needs. There are three broad themes running throughout the Circulation Element: (1) presenting and analyzing the existing circulation plan, (2) disclosing additional modes of transportation, and (3) evaluating Inglewood's existing street environment and its possible enhancements (such as street widening and intersection

alignments). The Circulation Element states that the circulation program presented therein is “not intended to be exhaustive or inflexible; it should be continually evaluated to determine its currentness and potential for addressing the circulation and transportation needs of this community.” Certain policies related to circulation are provided in the Land Use Element, as set forth above; the consistency analysis below pertains to the content in the Circulation Element itself.

In order to implement the Project, minor amendments to the Circulation Element are proposed to revise certain maps and corresponding text to reflect the Project. The conforming amendments to the Circulation Element include minor text amendments to the “Street Classification” Map, “Traffic Generators” Map, and “Designated Truck Routes” Map to account for the Project, including to reflect the vacated portion of 101st and 102nd streets. These amendments are further described in the Planning Commission Agenda Report. On balance, the Project is consistent with the policies, goals and objectives of the Circulation Element, as it is proposed to be amended.

As described under the analysis in Section I above related to circulation, the Project would generate additional traffic, particularly during pre- and post-event scenarios hosted at the Project site. To address potential impacts from this additional traffic, the Project would incorporate various circulation improvements around the Project site vicinity and would also include implementation of several transportation management plans, including: a comprehensive TDM program, Event Transportation Management Plan, a Construction Transportation Management Plan, and a Local Hospital Access Plan, all as reflected in the MMRP.

As discussed in Section 2.5.6 of the EIR, the Project proposes to vacate: (i) a portion of West 101st Street west of South Prairie Avenue, and (ii) a portion of West 102nd Street between South Prairie Avenue and South Doty Avenue, which would become part of the Project site. These street vacation proceedings would be carried out at the City’s sole discretion, and would require a determination that the proposed street vacation segments are not necessary for present or prospective public use. This vacation would be subject to various conditions including construction of new or relocated facilities that would replace in-place utilities that serve off-site properties. To allow for Project site circulation, new site access roads would be developed. The proposed street vacation required for implementation of the Project would not adversely impact the City’s circulation pattern. All other properties that are immediately adjacent to the street vacation areas would continue to have alternative, convenient pedestrian and vehicle access, including access to and from the non-vacated portions of the vacated street segments. While pedestrians and drivers would no longer have access to these vacated street segments, they could use convenient alternate routes, and these street vacations would not disrupt the City’s overall circulation pattern because numerous alternative routes in the nearby vicinity are available. (See EIR p. 3.14-65 to 66, and 3.14-250)

Additionally, development of the West Parking Garage site portion of the Project site would require removal of the existing crosswalk on the north side of the South Prairie Avenue and West 102nd Street intersection, which would be relocated with a replacement crosswalk immediately south of the garage entrance/exit. Removal of this crosswalk would not create a physical barrier

or obstacle to circulation that would restrict existing patterns of movement between the Project site and the surrounding neighborhoods because pedestrians could use the relocated crosswalk to cross South Prairie Avenue, walk two blocks south to the crosswalk at the South Prairie Avenue 104th Street intersections, or walk one block north to use the crosswalk located at the South Prairie Avenue and West Century Boulevard intersection. The proposed relocation of the crosswalk across South Prairie Avenue would not adversely impact the City's pedestrian circulation given the availability of nearby alternative routes. The Project also proposes to construct pedestrian bridges from certain portions of the Project site crossing (i) South Prairie Avenue and (ii) Century Boulevard to enhance public pedestrian circulation and safety.

The EIR analyzes the transportation and circulation impacts related to any potential street vacations, crosswalk relocations, pedestrian bridges, and implementation of various circulation improvements. The conforming amendments to the various Circulation Element Maps account for these modifications to the extent necessary; the Project is consistent with the circulation patterns reflected in the Circulation Element, as proposed to be amended.

The Project's consistency with the Circulation Element and Land Use Element Policies related to circulation is further discussed in EIR section 3.14, Transportation and Circulation. The analysis concludes that the Project would not be inconsistent with the Circulation Element, as proposed to be amended.

For the foregoing reasons, the Project is consistent with the Circulation Element, as proposed to be amended.

III. CONSERVATION ELEMENT

The Conservation Element address the plan for conservation, development and utilization of natural resources found within the jurisdiction of the City. Relevant policies, goals and objectives applicable to the proposed Project are as follows:

- Protect aquifers and water sources (which includes prevention of contamination of ground water by surface contaminations leaching into the soil).
- Reduce the ever-increasing demand being placed on the aquifers and on the statewide water sources.
- Implement National Pollutant Discharge Elimination System (NPDES) requirements applicable to the City.
- Require periodic sweeping to remove oil, grease and debris from parking lots of 25 spaces or more.

As discussed in EIR Chapter 3.9, the Project is required to comply with federal, state, and local regulations and will implement Best Management Practices (BMPs) to reduce erosion and runoff to protect aquifer and water resources. The Project is also required to comply with the NPDES General Construction Permit and related Inglewood Municipal Code regulations, which prevent the substantial degradation of water quality during construction of the Project.

The Project is also required to comply with various regulations protecting water quality, including the MS4 permit, the County's LID Standards Manual, and the City's LID Requirements during operations, all of which implement BMPs and stormwater quality control measures to reduce pollutants in stormwater discharges and improve water quality, preventing the contamination of groundwater. As reflected in the MMRP, the Project is required to prepare a Project-specific LID Report to reduce the volume of stormwater runoff and potential pollutants in stormwater runoff at the Project site. The Project will protect groundwater quality through implementation of site design, source control and treatment control design features prior to discharge of runoff into the groundwater. The Project would incorporate a bio-filtration system in landscaped areas throughout the Project site to capture site runoff from roof drains, treat the runoff through biological reactions within the planter soil media, and discharge at a rate intended to mimic pre-developed conditions.

The Project will not interfere with groundwater recharge or demand being placed on aquifers. Due to the development associated with the Project, it is estimated that approximately 90 percent of the Project site would be covered by impervious surfaces. However, because the existing condition of the Project site is developed with impervious surfaces that have a low infiltration and groundwater recharge or are impervious surfaces, the net change of groundwater recharge at the Project site would be negligible.

The Project will include a number of indoor and outdoor enhanced water conservation and water reuse measures based on the requirements established for the LEED® Gold Certification. The Project is designed to include other water conservation measures such as installation of low-water landscaping materials; use of recycled water for landscaping purposes; use of water efficient fixtures and equipment; and installation of a specialized cooling tower system that is equipped with water-efficient technologies.

As discussed in EIR Chapter 3.15, with respect to access to water supply for the Project, as reported in the Golden State Water Company's (GSWC) 2015 Urban Water Management Plan, water usage per capita within its Southwest System service area in which the Project is located has declined notably over the last decade due to a combination of factors including tiered water pricing, increasing water conservation regulations, the extended drought, and the recession. This documented reduction in per capita water use, combined with GSWC's commitment to continued water conservation efforts and compliance with relevant State requirements, as well as efforts by West Basin Municipal Water District to increase recycled water use, further reinforce that both the Project and water service within GSWC's Southwest System are in alignment with the City's policy regarding water demand management and that the Project will not increase demand being placed on the aquifer and on statewide water sources in a manner inconsistent with the General Plan.

As part of the Project, the existing Inglewood Water Well #6 will be decommissioned in compliance with federal, state, and local standards and replaced with a new Water Well #8 within the Well Relocation site, which consists of two parcels south of West 102nd Street and west of South Doty Avenue, within the Project site. While the new Water Well #8 would have increased capacity as compared to Water Well #6, because the net change in groundwater

recharge would be negligible with implementation of the Project, use of new Water Well #8 will not result in substantial depletion of groundwater supplies.

Lastly, the Project will implement periodic sweeping of parking lots to remove oil, grease, and debris from parking lots of 25 spaces or more, as reflected in the MMRP.

The Project's consistency with the goals and policies of the Conservation Element is discussed in various sections of the EIR, including Section 3.2, Air Quality; 3.3, Biological Resources; 3.9, Hydrology and Water Quality; and 3.15, Utilities and Service Systems. The EIR concludes that the Project is not inconsistent with these goals and Policies.

For the Foregoing reasons, the Project is consistent with the Conservation Element.

IV. HOUSING ELEMENT

The General Plan Housing Element 2013-2021, adopted on January 28, 2014, presents a framework for City implementation of a comprehensive housing program from 2013 to 2021 to facilitate decent and affordable housing for its residents. The Housing Element establishes policies to create or preserve quality residential neighborhoods. The Housing Element identifies current and future housing needs and establishes policies and programs to mitigate or correct housing deficiencies.

As further discussed in Section I above, the Project site currently does not include any housing, and does not include any sites identified in the Housing Element for housing. The General Plan Land Use Element states that the area in the City generally bounded by Crenshaw Boulevard on the east, La Cienega Boulevard on the west, Century Boulevard on the north and 104th Street on the south, in which the Project site is located, is "an extremely undesirable location for residential usage because it is severely impacted by jet aircraft noise." As described above, most of the currently vacant parcels comprising the Project site were purchased by the City and the former Inglewood Redevelopment Agency using FAA-issued noise grants to the City of Inglewood as part of the LAX Noise Control/Land Use Compatibility Program, with the objective of recycling incompatible residential land use to other commercial land use compatible with the noise levels of airport operations. As further discussed in the letter to the City dated August 26, 2019, from Mr. Davis Cushing, Manager of the FAA's Los Angeles Airport District Office, the FAA does not support the reintroduction of residential uses on these type of noise-impacted parcels.

The Project does not propose the development of housing, and would not impact existing housing stock. The Project includes a number of community benefit commitments designed to further general goals of the City regarding housing, including funding for affordable housing, first time homebuyers assistance, support for rental and anti-eviction services, and capacity building for housing-focused non-profits.

The goals and policies of the Housing Element are further discussed in EIR Section 3.12, Population, Employment, and Housing. The analysis concludes that because the Project site does

not include housing and is not identified as a site for housing within the Housing Element, the goals and policies identified in the Housing Element are not applicable to the Project.

For the foregoing reasons, the Project is consistent with the Housing Element.

V. NOISE ELEMENT

The Noise Element is designed to manage noise within the City and to protect sensitive uses from excessive noise-related impacts. Relevant policies, goals and objectives applicable to the proposed Project are as follows:

- Goal 1: Provide for the reduction of noise where the noise environment represents a threat to public health and welfare.
- Goal 2: Reduce noise impacts in degraded areas.
- Goal 3: Protect and maintain those areas having acceptable noise environments.
- Goal 4: Provide sufficient information concerning the community noise levels so that noise can be objectively considered in land use planning decisions.
- Policy 4.1: Provide for measures to reduce noise impacts from traffic noise sources
 - Construct barriers to mitigate sound emissions where necessary or where feasible.
 - Reduce transportation noise through proper design and coordination of routing.
- Policy 4.2: Incorporate noise considerations into land use planning decisions.
 - Ensure acceptable noise levels near schools, hospitals, convalescent homes, and other noise sensitive areas.
 - Encourage acoustical design in new construction.
- Policy 4.3: Develop measures to control non-transportation noise impacts.
 - Evaluate noise generated by construction activities.
- Policy 4.4: Reduce Noise Conflicts at the Source.
 - Actively support the FAR Part 150 Noise Compatibility Program as described in the “Noise Control and Land Use Compatibility Study, Los Angeles International Airport.” (March 1984).
 - Provide quick response to complaints and rapid abatement of noise nuisance within the scope of the City’s police powers.
- Policy 4.5: Reduce noise conflicts at the receiver.
 - Encourage a long term development pattern which minimizes noise conflicts through planning and zoning.
 - Use redevelopment powers where appropriate and feasible to convert most seriously noise-impacted areas to less noise sensitive uses, as identified in the Noise Compatibility Program.
- Policy 4.6: Protect those who live and work in the City from dangerous on-the-job noise exposure.

Chapter 3.11 of the EIR contains a comprehensive analysis of the existing noise setting, and the Project’s potential impacts from both construction and operational noise, including from Project-related traffic, including various objective standards and measures of measurement to

allow consideration of community noise levels as part of the deliberation regarding Project approvals. While the Project will generate temporary noise related to construction and permanent intermittent traffic and operational noise that would increase ambient noise levels in the Project vicinity, in some cases resulting in significant, unavoidable impacts, operation of the Project would not result in inconsistencies with the goal and policies of the Noise Element.

With respect to Goal 1 and Goal 2, the General Plan indicates that the area generally bounded by Crenshaw Boulevard on the east, La Cienega Boulevard on the west, Century Boulevard on the north, and 104th Street on the south should be designated as Industrial from the present residential and commercial, and that the site on which the Project is located should be utilized for industrial uses given the impact of airport related noise on that area. (See General Plan, Land Use Element, p;72.) The Project includes land uses that would be appropriate given the surrounding ambient noise environment consistent with the General Plan. As discussed above in Section I, the City and the former Inglewood Redevelopment Agency used FAA and Los Angeles World Airports grant funding as part of a noise-mitigation program to acquire approximately 60 of the 65 City- and former Inglewood Redevelopment Agency (now replaced by the “City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency”)-owned parcels within the Project site in order to eliminate incompatible residential uses in the near term by converting this area to noise-compatible commercial, industrial, or other revenue-generating uses. The Project is consistent with this goal because it would develop noise-compatible uses consistent with the purpose of FAA and Los Angeles World Airport grant funding. As further described in the EIR, the Project will comply with all standard building construction practices and will comply with applicable building codes for the commercial structures that would typically reduce interior noise levels to acceptable levels. Among other applicable standards, the California Green Building Standards Code (Title 24) sets forth specific noise reducing transmission standards for non-residential structures. Implementation and compliance with these requirements will be accomplished through the design process and verified in the building inspection process.

The policy initiatives expressed in Goals 1 and 2, in addition to addressing the siting of new facilities, also focus on the reduction of noise levels. In response to these policy initiatives, the Project incorporates a comprehensive program of noise reduction features that consist of Project elements and mitigation measures that would reduce potential temporary noise impacts related to construction and intermittent operational noise, particularly to sensitive receptors. Further, these Projects elements and mitigation measures have been designed to address noise near the on-site sources, which is the most effective way of reducing Project-related off-site noise levels. Accordingly, the Project implements the policy initiatives of Goal 1 and 2, and is therefore consistent with Goals 1 and 2, by reducing potential Project-related noise impacts that would otherwise occur without implementation of the Project’s comprehensive noise reduction program.

As to Goal 3, as further described in detail below, the Project is consistent with Goal 3 as it would incorporate a number of project-design features and mitigation measures that would

reduce potential temporary noise impacts related to construction and intermittent operational noise, particularly to sensitive receptors.

With respect to Goal 4, the EIR incorporates robust analysis of the existing ambient community noise levels and evaluates the estimated future noise and vibrations levels at surrounding noise- and vibration-sensitive land use resulting from construction and operation of the Project to identify the potential for significant impacts and associated mitigation measures, if required. This information has been presented to and will be taken into consideration by decisionmakers.

As reflected in the MMRP, the Project will implement measures to reduce noise impacts from traffic noise sources, including a comprehensive TDM program that would reduce Project-related traffic, resulting in a reduction in traffic noise. The Project will also implement a Construction Traffic Management Plan that would address construction traffic noise impacts in areas surrounding the Project site, by: prohibiting construction trucks from traveling on local streets; restricting the time of day of truck arrivals and departures; and restricting the size and type of trucks permitted.

The Project incorporates a range of design elements and mitigation measures, reflected in the MMRP, to control non-transportation noise impacts. These design elements and mitigation measures, as components of the Project's comprehensive noise reduction program, address both Project construction and operation. With respect to construction noise, construction noise levels generally vary considerably over the Project's short-term construction period and would cease to occur once Project construction is completed. As such, Project construction would affect noise sensitive receptors for varying durations and at varying levels over the course of Project construction (i.e., not every noise receptor would be impacted equally and would not be impacted for the entirety of Project construction). A key component of the Project's construction noise reduction program is the use of sound barriers that reduce off-site noise levels during Project construction and operation. Sound barriers would reduce construction noise in the following three ways. First, the Project includes the utilization of temporary noise walls at various locations on the Project site during construction. Second, the Project includes the placement of buildings that would be located between the arena building, by far the largest proposed on-site structure, and off-site noise receptors. As a result, these buildings would act as a sound barrier for off-site noise between an on-site construction area and off-site noise receptor. Third, the outer shell of each building once completed would act as a sound barrier for all construction that would occur inside of the buildings' outer shell. Project construction, in addition to the use of sound barriers to reduce Project construction noise levels, would include the use of "quiet" pile driving technology (such as auger displacement installation) rather than the use of driven piles for foundation support. To further manage construction noise, the Project will implement a Construction Noise Reduction Plan to minimize daytime and nighttime construction noise at nearby noise sensitive receptors. During construction activities, the Project will include designation of a Community Affairs Liaison who will be responsible for promptly responding to any local complaints about construction activities. The Project will also implement a Construction Traffic Management Plan that will address construction traffic noise impacts in

areas surrounding the Project site by: prohibiting construction trucks from traveling on local streets; restricting the time of day of truck arrivals and departures; and restricting the size and type of trucks permitted.

With respect to non-transportation operational noise, the Project incorporates several strategies and mitigation measures to reduce noise from Project operations. For example, the Project operational noise levels would be reduced through the use of permanent sound barriers at various locations on the Project site, as well as the placement of buildings along the perimeter of the Project site that would be located between certain on-site noise sources and off-site noise receptors resulting in a sound barrier effect for those off-site noise receptors within line-of-site of an on-site activity area. (See EIR pages 3.11-70 and 3.11-143). To further reduce Project operational noise levels, the Project also will implement an Operations Noise Reduction Plan for major event pre- and post-event conditions.

The EIR for the Project analyzes the 14 CFR Part 150 noise contours and evaluates the compatibility of the Project's proposed land use with those noise contour. The Airport Land Use Plan Land Use Compatibility Chart is depicted in EIR Section 3.10, Land Use and Planning (Figure 3.10-3). Commercial land uses are identified as compatible with 65 70 dBA CNEL noise levels. The CFR Part 150 Land Use Compatibility Guidelines categorizes hotel uses as a transient lodging form of residential. Separately, as noted above, as a means of responding to noise complaints associated with Project construction, the Project will include designation of a Community Affairs Liaison who will be responsible for responding within 24 hours to any local complaints about construction activity.

The Project's consistency with the goals and policies of the Noise Element is further discussed in EIR Section 3.11, Noise and Vibrations. The analysis concludes that the Project is not inconsistent with the relevant Noise Element goals and policies.

For the foregoing reasons, the Project is consistent with the Noise Element.

VI. OPEN SPACE ELEMENT

The Open Space Element is a plan to address the current and future recreation needs of the City for parkland and recreational facilities and for the conservation of open space. The primary goal of the Open Space Element is to provide recreational park facilities for all residents in the City. The second goal of the Open Space Element is to provide additional types of open space and to preserve existing open space resources. Relevant policies, goals and objectives applicable to the proposed Project are as follows:

- Additional municipal park land shall be acquired to provide a minimum city-wide total of one acre per 1000 residents.
- The City of Inglewood in reviewing and approving development plans, shall require the provision of landscaped plazas and gardens when possible, and the provision of landscaping within building setbacks and parking lots.
- The City of Inglewood shall implement public works projects to improve streetscapes including the planting of parkway trees, the provision of landscaped street medians and

the undergrounding of utility lines. The City shall also implement regulations and programs to reduce visual clutter along city streets resulting from obsolete signs, billboards, poor property maintenance, graffiti, etc.

The Project does not include residential use and therefore will not increase the residential population of the City, nor impact the one acre of park land per 1,000 residents ratios.

Consistent with the second goal, the Project includes a landscaped outdoor plaza with community gathering space, new pedestrian networks, landscaping and edge treatment, other sidewalks and pavement improvements that would be designated to facilitate pedestrian movement and activities, as well as extensive perimeter and interior landscaping. Specifically, the outdoor plaza will include community gathering spaces, with landscaping, seating areas, public art, and outdoor stage. The Project will also pay the applicable park development fees under Inglewood Municipal Code Chapter 12.

The Project will improve streetscapes including the planting of new trees, the provisions of landscaped street medians, and the undergrounding of utility lines. The Project will also increase walkability and improve the pedestrian experience on adjacent public rights of way near the Project site, and enhance the streetscape appearance by providing perimeter and interior landscaping.

The Project's consistency with the goals and policies of the Open Space Element is further discussed in EIR Section 3.13, Public Services. The Analysis concludes that the Project will not be inconsistent with the applicable Open Space element goals and policies.

For the foregoing reasons, the Project is consistent with the Open Space Element.

VII. SAFETY ELEMENT

The Safety Element contains goals, objectives and policies that are designed to ensure that the citizens of Inglewood can be protected from unreasonable risks caused by natural and manmade disasters. Relevant policies, goals and objectives applicable to the Project are as follows:

- Provide measures to reduce seismic impacts.
- Restrict new structures for human occupancy from being constructed across active faults.
- Ensure that hazardous material is located at safe distances from residences, schools, hospitals and large assemblages of people; and that they are located in zones that are appropriate for their use.
- Public safety personnel provide improved response and services to the community.
- Provide sufficient manpower and equipment to respond adequately to fire emergencies and civil disturbance.

In order to implement the Project, certain minor amendments to the Safety Element Water Distribution System Map to show the decommissioning of the existing Inglewood Water

Well #6 and replacement with a new Water Well #8 and accompanying pipelines are proposed. No other amendments to the Safety Element are proposed.

As discussed in Chapter 3.6 of the EIR with respect to reduction of seismic impacts, no known active, sufficiently active, or well-defined faults have been recognized as crossing or being immediately adjacent to the Project site and the Project is not expected to expose people or structures to adverse effects from seismic-induced settlement or liquefaction as it is not located within a liquefaction Hazard Zone.

The Project will adhere to the California Building Code, established in City of Inglewood Municipal Code Chapter 11, Article 2, and enforced through plan check and building inspection services administered by the City and imposed on the Project, including seismic safety requirements in order to avoid impacts from seismic activity. The structural elements of the Project would be required to undergo appropriate design-level geotechnical evaluations prior to final design and construction in accordance with Chapter 18 of the California Building Code. The Project engineers and City building officials will implement the regulatory requirements of the California Building Code, County and City ordinances, and the California Geological Survey Guidelines for Evaluating and Mitigating Seismic Hazards in California, to ensure all buildings and structures are constructed in compliance with the law, as also detailed in California Building Code, Chapter 18.

With respect to hazardous material, the EIR analyzed the hazardous material impacts of the Project, including on nearby sensitive receptors, and concluded that the Project would not have any significant, unavoidable hazardous material impact. The Project will comply with all federal, state and local regulations regarding the handling, use, storage, transportation, and disposal of hazardous material, including in the event that hazardous material is discovered during the excavation and construction of the Project.

Construction activities would also likely require the use of limited quantities of hazardous material such as fuels, oils, and lubrications for construction equipment; paints and thinners; and solvents and cleaners. These hazardous materials are typically packaged in consumer quantities and used in accordance with manufacture recommendations, and would be transported to and from the Project site. All hazardous materials are required to be stored and handled according to manufacturer's directions and local, State, and federal regulations including the Hazardous Waste Control Act (California Health and Safety Code section 25100 et seq.) Compliance with these requirements will ensure that the storage, handling, and disposal of hazardous materials is done in accordance with practices that minimize exposure and inadvertent releases.

The use of common hazardous materials will occur as part of the operation of the Project, primarily associated with maintenance activities as well as storage of diesel for the backup generator and biomedical supplies for the sports medicine clinic. Because hazardous material associated with the types of uses included in the Project are typically handled and transported in small quantities, and because the health effects associated with them are generally not as serious as industrial uses, operation of a majority of the new uses at the Project site would not cause an

adverse effect on the environment with respect to the routine transportation, use, or disposal of general office and household hazardous material.

The sports medicine clinic included in the Project will likely include relatively small quantities of bio-hazards and other chemicals that are typically found in medical settings, such as medical supplies, oxygen tanks and other treatment supplies that fit the classification of a hazardous material waste. In addition, any administration of medication hypodermically would produce bio-hazard waste. As part of adhering to local CUPA requirements, the clinic would be required to prepare and submit a Hazardous Materials Management Plan and Hazardous Materials Business Plan to the County.

With respect to public services, the Project is located in close proximity to fire and police services and emergency responders are not expected to be substantially affected by the Project. (see discussion under Land Use Element, Community Facilities, above.)

The Project's consistency with the goals and policies of the Safety Element is discussed in the EIR Section 3.8, Hazards and Hazardous Materials, and 3.13, Public Services. The Analysis concludes that the Project will not be inconsistent with these goals and policies.

For the foregoing reasons, the Project is consistent with the Safety Element, as proposed to be amended.

VIII. DRAFT ENVIRONMENTAL JUSTICE ELEMENT

Senate Bill 1000 ("SB 1000"), the Planning for Healthy Communities Act, requires cities and counties to adopt an environmental justice element or integrate environmental justice goals, objectives, and polies into other element of their general plans. In 2018, the City began the process of conducting outreach and preparing an Environmental Justice Element. On May 6, 2020, the Planning Commission recommended the Draft Environmental Justice Element for adoption (GPA 2020-001). It is scheduled to be considered by the City Council in a public hearing on June 30, 2020. The Draft Environmental Justice Element sets forth goals and policies related to supporting environmental justice in the City. In anticipation of the adoption of the final Environmental Justice Element by City Council, and to provide for a conservative analysis, this section includes analysis regarding the Project's consistency with the relevant policies, goals and objectives applicable to the Project as set forth in the Draft Environmental Justice Element in the form recommended for adoption by the Planning Commission. Relevant draft Goals and Policies applicable to the Project are as follows:

- **Meaningful Public Engagement:** Residents and stakeholders who are aware of, and effectively participate in, decisions that affect their environment and quality of life
- **Land Use and the Environment:** The community's exposure to pollution in the environment is minimized through sound planning and public decision making.
- **Mobility and Active Living:** A Community that promotes physical activity and opportunities for active living.
- **Healthy and Affordable Housing:** A City with safe and sanitary housing conditions and affordable housing options.

- Public Facilities: Adequate and equitably distributed public facilities are available in the community.

With respect to the goal and related policies regarding meaningful public engagement, the Project is subject to a public review and approval process that allows for public participation and submission of comments to City staff and decisionmakers regarding the Project. Public notice of hearings related to the Project must comply with all applicable state and local public notice requirements. The Project was studied under a robust environmental review process in compliance with CEQA that allowed for meaningful public participation. The environmental review process included a number of opportunities for meaningful public engagement, including a public Scoping Meeting on March 12, 2018, at Inglewood City Hall to provide information about the Project and the anticipated CEQA process; and a public review and comment period on the Draft EIR of 89 days, significantly exceeding the 45-day public review period required under CEQA. During the public comment period, an electronic copy of the Draft EIR and all related appendices were made available for public review on the City's website and at the Project website (www.IBECProject.com), and printed and/or electronic copies were made available at the following locations: City of Inglewood Economic and Community Development Department; City of Inglewood Main Library; and the Inglewood Crenshaw-Imperial Branch Library. Following the public review and comment period for the Draft EIR, the City prepared responses to address the comments received on the Draft EIR within the specified public review period. These responses are provided in the Final EIR.

While the Project with respect to the goal and related policies regarding community exposure to environmental pollution, as described under the Land Use Element, Noise Elements, and Safety Element analyses above, which are incorporated herein by reference, will generate certain environmental impacts related to construction and operations, it is consistent with the General Plan's policy of promoting new, non-environmentally polluting uses. The Project will be designed and constructed to meet the US Green Building Council's Leadership in Energy and Environmental Design (LEED®) Gold certification requirements. The Project will also implement a wide-range of mitigation measures intended to reduce or eliminate environmental impacts associated with Project construction and operation, including commitments to a comprehensive Transportation Demand Management program to reduce both vehicle trips and vehicle miles traveled, encourage public transit use, comply with a net-zero greenhouse gas standard, and implement all feasible mitigation measures for air quality and noise impacts, all as reflected in the MMRP. The Project is required to comply with all applicable federal and state environment regulations.

With respect to the goal and related policies regarding promotion of physical activity and opportunities for active living, the Project will include streetscape and pedestrian circulation system improvements that will increase walkability and improve the pedestrian and bicyclist experience and accessibility on adjacent public rights of way near the Project site. The Project will include illumination to highlight circulation paths and landscape features, and to create a safe pedestrian experience. The Project includes a landscaped outdoor plaza with community gathering space, new pedestrian networks, landscaping and edge treatment, other sidewalk and

pavement improvements designed to facilitate pedestrian movement and activities, as well as extensive perimeter and interior landscaping. Specifically, the outdoor plaza will include community gathering spaces, with landscaping, seating areas, public art, and an outdoor stage. In addition, the Project would provide extraordinary public benefits contained in Exhibit C, attached to the Development Agreement, including improving Inglewood parks.

With respect to the goal and related policies regarding healthy and affordable housing, as described under the Housing Element analysis above, which is incorporated herein by reference, the Project does not propose the development of housing, and will not impact existing housing stock. The Project includes a number of community benefits commitments designed to further general goals of the City regarding housing, including funding for affordable housing, first time homebuyers assistance, support for rental and anti-eviction services, and capacity building for housing-focused non-profits, as described in more detail in the public benefits contained in Exhibit C, attached to the Development Agreement.

With respect to the goal and related policies regarding adequate and equitable distribution of public facilities (such as street and roads, government buildings, schools, and public open space), the Project does not propose development of such facilities. However, the Project would include an outdoor plaza with community gathering space, and would provide the public benefits related to public facilities as contained in Exhibit C, attached to the Development Agreement.

For the foregoing reasons, the Project is consistent with the Draft Environmental Justice Element.

IX. CONCLUSION

Based on the above analysis provided in this document and as further detailed in the record, including but not limited to the CEQA Findings, Agenda Report and other documents referenced herein, the Project, on balance, is consistent with the General Plan, as proposed to be amended.

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RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INGLEWOOD, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF SPECIFIC PLAN AMENDMENT NO. 2020-001 (SPA 2020-001) TO AMEND THE INGLEWOOD INTERNATIONAL BUSINESS PARK SPECIFIC PLAN (ADOPTED DECEMBER 21, 1993) FOR THE INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER.

(SPA 2020-001)

SECTION 1.

WHEREAS, Murphy's Bowl LLC (Project Sponsor) seeks the development of the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure and other ancillary uses (the Project). The Project will

1 also include a limited-service hotel. The area of the IBEC Project is shown in
2 Exhibit A; and

3 WHEREAS, a portion of the Project site shown in Exhibit A is located
4 within the area subject to the Inglewood International Business Park Specific
5 Plan; and

6 WHEREAS, implementation of the Project necessitates an amendment to
7 the Inglewood International Business Park Specific Plan (Specific Plan
8 Amendment) attached to this Resolution as Exhibit B, which is incorporated
9 herein by this reference; and

10 WHEREAS, on May 1, 2020, the Economic and Community Development
11 Department Director directed Planning Division staff to prepare various Project
12 approval materials, including the Specific Plan Amendment, and schedule a public
13 hearing before the Planning Commission; and

14 WHEREAS, the proposal was set for a duly-noticed public hearing before
15 the Planning Commission in the City Council Chambers, Ninth Floor, of the
16 Inglewood City Hall, on the 17th day of June 2020, beginning at the hour of 7:00
17 p.m.; and

18 WHEREAS, on June 17, 2020, the Planning Commission conducted the
19 duly noticed hearing at the time and place stated in the notice and afforded all
20 persons interested in the matter of the proposed Specific Plan Amendment to the
21 Inglewood International Business Park Specific Plan SPA-2020-001, or in any
22 matter or subject related thereto, an opportunity to be heard by the Planning
23 Commission and to submit any testimony or evidence in favor or against the
24 proposed Specific Plan Amendment; and

25 WHEREAS, after taking public testimony and fully considering all the
26 issues, the Planning Commission determined that Specific Plan Amendment SPA-
27 2020-001 should be recommended for approval to the City Council as set forth
28 herein; and

1 WHEREAS, pursuant to the California Environmental Quality Act, Public
2 Resources Code section 21000 et seq. (CEQA), the City prepared an
3 Environmental Impact Report (EA-EIR-2020-45) for the Project (EIR), which
4 analyzes potential environmental impacts of the Project, including the Specific
5 Plan Amendment. Prior to making a recommendation on the Specific Plan
6 Amendment, the Planning Commission reviewed and considered the EIR and
7 recommended that the City Council certify the EIR, make certain environmental
8 Findings, adopt a Statement of Overriding Considerations (together, the CEQA
9 Findings), and adopt a Mitigation Monitoring and Reporting Program (MMRP) for
10 the Project.

11 **SECTION 2.**

12 NOW, THEREFORE, BE IT RESOLVED, by the Inglewood Planning
13 Commission based on the entirety of the materials before the Planning
14 Commission, including without limitation, agenda reports to the Planning
15 Commission; the EIR and all appendices thereto and supporting information;
16 Resolution No. ____ (EIR Certification Resolution) including the CEQA
17 Findings and MMRP attached as Exhibit B and C thereto; all plans,
18 drawings, and other materials submitted by the Project Sponsor; minutes,
19 reports, and public testimony and evidence submitted as part of the City
20 Council's duly-noticed meetings regarding the IBEC Project; the record of
21 proceedings prepared in connection with AB 987 pursuant to Public
22 Resources Code section 21168.6.8; and all other information contained in the
23 City's administrative record concerning the Project (collectively, the Record),
24 which it has carefully reviewed and considered, the Planning Commission
25 finds as follows:

26 1. That the foregoing Recitals are true and correct and made part of this
27 Resolution.

28

1 2. That all procedural requirements for the Planning Commission to
2 recommend approval of Specific Plan Amendment SPA-2020-001 have been
3 followed.

4 3. That the Specific Plan Amendment SPA-2020-001 substantially
5 complies with applicable requirements of state law, including requirements under
6 Government Code Section 65450 et seq.

7 4. That as described in Exhibit D (General Plan Consistency Analysis)
8 to Planning Commission Resolution ____ (General Plan Amendment Resolution),
9 which is incorporated by reference as though fully set forth herein, the Specific
10 Plan Amendment SPA-2020-001 is consistent with the Inglewood General Plan as
11 it is proposed to be amended.

12 5. That the Specific Plan Amendment SPA-2020-001 establishes
13 appropriate land uses and development standards for the efficient and orderly
14 development of the Project and the adoption of the Specific Plan Amendment is
15 reasonably related to protection of the public health, safety, and welfare, as
16 further described in the Planning Commission Agenda Report and Planning
17 Commission Resolution No. ____ (EIR Certification Resolution), which includes a
18 Statement of Overriding Considerations.

19 6. That an EIR has been prepared for the IBEC Project, including the
20 proposed Specific Plan Amendment, and must be certified by the City Council
21 prior to approval of the Specific Plan Amendment SPA-2020-001. The Planning
22 Commission has recommended that the City Council certify the EIR and adopt
23 CEQA Findings including a Statement of Overriding Considerations for
24 significant and unavoidable impacts of the Project that would remain significant
25 even with the implementation of all feasible mitigation measures specified in the
26 EIR, and adopt an MMRP for the Project in accordance with CEQA as provided in
27 Planning Commission Resolution No. ____ (EIR Certification Resolution).

28

1 **SECTION 3.**

2 BE IT FURTHER RESOLVED, that pursuant to the foregoing recitations
3 and findings, the Planning Commission of the City of Inglewood, California,
4 hereby recommends that the City Council approve and adopt Specific Plan
5 Amendment SPA 2020-001 to the Inglewood International Business Park Specific
6 Plan in the form attached to this Resolution as Exhibit B.

7 BE IT FURTHER RESOLVED, that the Secretary of the Planning
8 Commission is hereby instructed to forward a certified copy of this Resolution to
9 the Project Sponsor and to the City Council as a report, with findings, and
10 recommendations of the Planning Commission pertaining to Specific Plan
11 Amendment SPA-2020-001 attached hereto as Exhibit B and to forward a certified
12 copy of all related files, data, and instruments.

13 BE IT FURTHER RESOLVED, this Resolution, a recommendation to the
14 City Council to approve Specific Plan Amendment SPA-2020-001 as Exhibit B is
15 passed, approved and adopted this 17th day of June 2020.

16
17
18
19

Larry Springs, Chairperson
20 **City Planning Commission**
Inglewood, California

21 **ATTEST:**

22
23
24

Evangeline Lane, Secretary
25 **City Planning Commission**
26 **Inglewood, California**

Exhibit A
Subject Site

Exhibit A

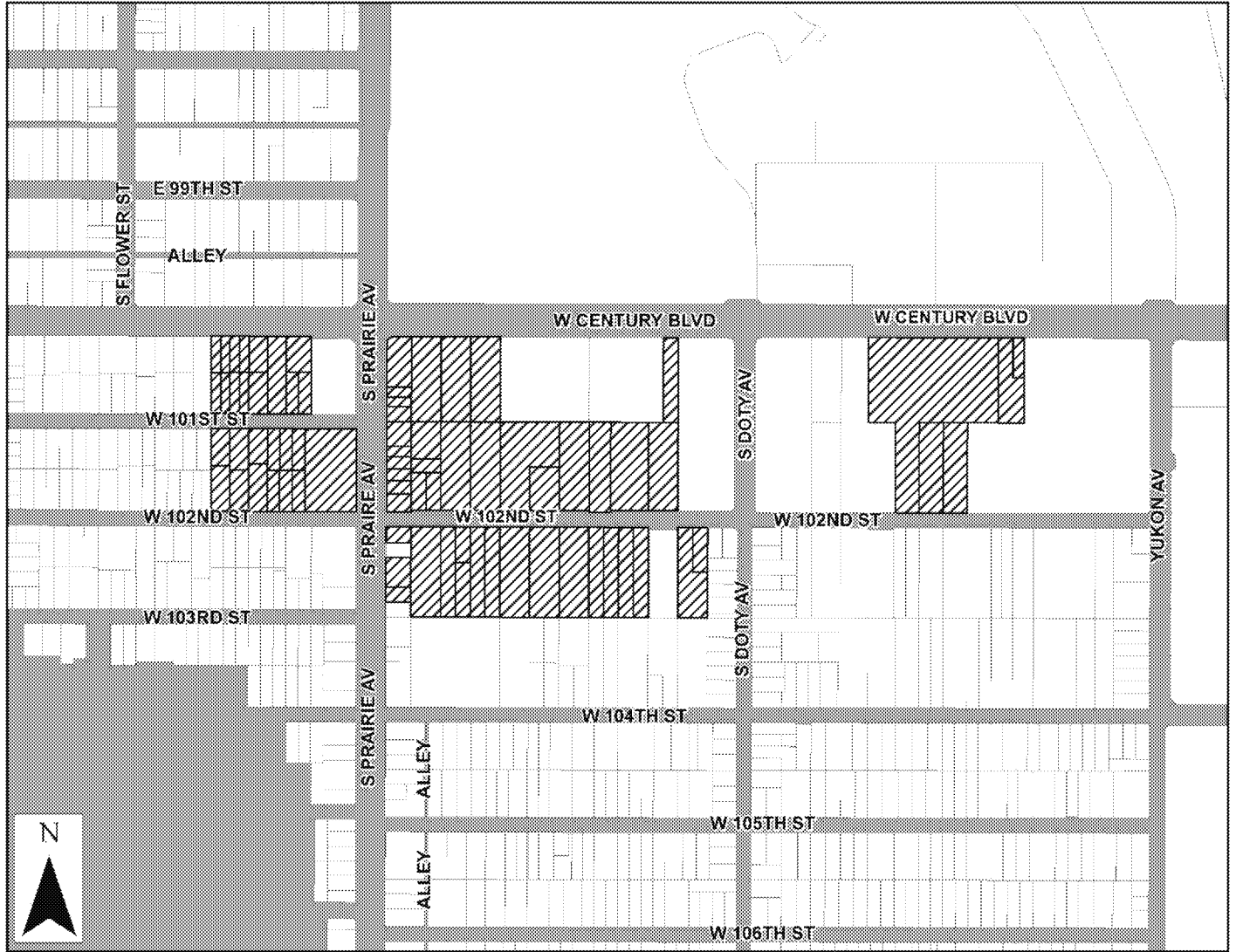


Exhibit B
Text Amendments to the Inglewood International Business Park Specific Plan

EXHIBIT B

TEXT AMENDMENTS TO THE INGLEWOOD INTERNATIONAL BUSINESS PARK SPECIFIC PLAN

Added text is shown in **bold underline**.

Section 1.

The “Relationship to Other Plans” subsection on pages 2 and 3 of Section I (“INTRODUCTION”) of the Inglewood International Business Park Specific Plan is amended to add a new Section C, to read as follows:

C. Relationship to IBEC Project and Sports and Entertainment Overlay Zone

In furtherance of the General Plan amendment adopted by Resolution No. _____ regarding sports and entertainment facilities, the City on _____, 2020, adopted Ordinance No. _____, creating the Sports and Entertainment Overlay Zone, and undertook several other actions to approve and facilitate the development of a sports and entertainment facility project referred to as the Inglewood Basketball and Entertainment Center project (the “IBEC Project”), the boundaries of which include certain parcels within the IIBP Specific Plan area, Parcels 4032007900, 4032007901, 4032007902, 4032007903, 4032007904, 4032007905, 4032007035, 4032008900, 4032008901, 4032008902, 4032008903, 4032008904, 4032008905, 4032008907, 4032008908, 4032008001, 4032008034, and 4032008035 (the “IBEC Project Related Parcels”). By doing so the City intends, as provided below, that if developed in connection with the IBEC Project the IBEC Project Related Parcels shall be excluded from the IIBP Specific Plan, but otherwise the provisions of the IIBP Specific Plan shall apply.

Section 2.

The “Description of the Inglewood International Business Park” subsection on page 3 of Section I (“INTRODUCTION”) of the Inglewood International Business Park Specific Plan is amended to read as follows:

[...]

The IIBP is located in the southern portion of the City of Inglewood. The area boundaries are 102nd Street to the north, Yukon Avenue to the east, 104th Street to the south, and Prairie Avenue to the west. The area is bisected by the north-south running Doty Avenue (Figure 2). **Provided, however, if applicable in connection with the development of the IBEC Project, the IBEC Project Related Parcels shall be excluded from the IIBP Specific Plan.**

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE PLANNING COMMISSION OF
3 THE CITY OF INGLEWOOD, CALIFORNIA,
4 RECOMMENDING TO THE CITY COUNCIL FOR
5 APPROVAL, ZONE CHANGE ZC-2020-001 TO ESTABLISH A
6 SPORTS AND ENTERTAINMENT OVERLAY ZONE AND
7 REZONE CERTAIN PARCELS, AND ZONING CODE
8 AMENDMENT ZCA-2020-002 TO CHAPTER 12 (PLANNING
9 AND ZONING) OF THE INGLEWOOD MUNICIPAL CODE
10 TO ESTABLISH REGULATIONS FOR THE SPORTS AND
11 ENTERTAINMENT OVERLAY ZONE AND ADJUST OTHER
12 LAND USE CONTROLS.

13 (Zone Change ZC-2020-001 and Zoning Code Amendment ZCA-2020-002)

14 SECTION 1.

15 WHEREAS, Murphy's Bowl, LLC (Project Sponsor) seeks the development
16 of the Inglewood Basketball and Entertainment Center (IBEC) that includes an
17 arena calculated to promote the enjoyment and recreation of the public by
18 providing access to the City's residents in the form of spectator sports,
19 specifically basketball, with up to 18,000 fixed seats to host National Basketball
20 Association (NBA) games, and with up to 500 additional temporary seats for
21 other events such as family shows, concerts, corporate and community events,
22 and other sporting events; an up to 85,000-square foot team practice and athletic
23 training facility; up to 71,000 square feet of LA Clippers office space; an up to
24 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary
25 and related arena uses including retail and dining; an outdoor plaza adjacent to
26 the arena; parking facilities; relocation of a City of Inglewood groundwater well;
27 and various circulation, infrastructure, and other ancillary uses (the Project).
28 The Project will also include a limited-service hotel. The area of the IBEC
Project is shown in Exhibit A;

WHEREAS, the California Government Code section 65860 requires that
the City's zoning ordinances shall be consistent with the General Plan.

1 WHEREAS, the City has determined that implementation of the Project
2 necessitates text amendments to Chapter 12 (Planning and Zoning) of the
3 Inglewood Municipal Code (IMC) and adjustments to and waivers to limited
4 provisions under IMC Chapter 12, and zone changes, as fully set forth in
5 Exhibits B and C (collectively, the “Zone Change ZC-2020-001” and the “Zoning
6 Code Amendment ZCA-2020-002”)

7 WHEREAS, on May 1, 2020, the Economic and Community Development
8 Department Director of the City of Inglewood directed Planning Division staff to
9 prepare various Project approval materials, including the Zone Change ZC-2020-
10 001 and Zoning Code Amendment ZCA-2020-002, and schedule a public hearing
11 before the Planning Commission.

12 WHEREAS, the proposal was set for a duly-noticed public hearing before
13 the Planning Commission in the City Council Chambers, Ninth Floor, of the
14 Inglewood City Hall, on the 17th day of June 2020, beginning at the hour of 7:00
15 p.m.

16 WHEREAS, on June 17, 2020, the Planning Commission conducted the
17 hearing at the time and place stated in the notice and afforded all persons
18 interested in the matter of the Zone Change ZC-2020-001 and Zoning Code
19 Amendment ZCA-2020-002 to the IMC, or in any matter or subject related
20 thereto, an opportunity to be heard by the Planning Commission and to submit
21 any testimony or evidence in favor or against the proposed Zone Change ZC-
22 2020-001 and Zoning Code Amendment ZCA-2020-002; and

23 WHEREAS, after taking public testimony and fully considering all the
24 issues, the Planning Commission determined that Zone Change ZC-2020-001
25 and Zoning Code Amendment ZCA-2020-002 should be recommended for
26 approval to the City Council as set forth herein.

27 WHEREAS, pursuant to the California Environmental Quality Act, Public
28 Resources Code section 21000, et seq. (CEQA), the City prepared an

1 Environmental Impact Report (EA-EIR-2020-45) for the Project (EIR), which
2 analyzes potential environmental impacts of the Project, including Zone Change
3 ZC-2020-001 and Zoning Code Amendment ZCA-2020-002. Prior to making a
4 recommendation on the Zone Change and Zoning Code Amendment, the
5 Planning Commission reviewed and considered the EIR and recommended that
6 the City Council certify the EIR, make certain environmental Findings, adopt a
7 Statement of Overriding Considerations (together, the CEQA Findings), and
8 adopt a Mitigation Monitoring and Reporting Program (MMRP) for the Project.

9
10 **SECTION 2.**

11 NOW, THEREFORE, BE IT RESOLVED by the Inglewood Planning
12 Commission, based on the entirety of the materials before the Planning
13 Commission, including without limitation, agenda reports to the Planning
14 Commission; the EIR and all appendices thereto and supporting information;
15 Resolution No. __ (EIR Certification Resolution) including the CEQA Findings
16 and MMRP attached as Exhibits B and C thereto; all plans, drawings, and other
17 materials submitted by the Project Sponsor; minutes, reports, and public
18 testimony and evidence submitted as part of the City Council's duly-noticed
19 meetings regarding the IBEC Project; the record of proceedings prepared in
20 connection with AB 987 pursuant to Public Resources Code section 21168.6.8;
21 and all other information contained in the City's administrative record
22 concerning the Project (collectively, the Record), which it has carefully reviewed
23 and considered, the Planning Commission finds as follows:

24
25 1. That the foregoing Recitals are true and correct and made a part of
26 this Resolution.

1 2. That all procedural requirements for the Planning Commission to
2 recommend to the City Council approval of the Zone Change ZC-2020-001 and
3 Zoning Code Amendment ZCA-2020-002 have been followed.

4 3. That the proposed Zone Change and Zoning Code Amendment will
5 be consistent with the Inglewood General Plan, the Industrial land use
6 designation, and the Inglewood International Business Park Specific Plan, as
7 each is proposed to be amended, for the reasons set forth in Exhibit D (General
8 Plan Consistency Analysis) to Planning Commission Resolution No. ____ (General
9 Plan Amendment Resolution), which are incorporated herein by reference, and
10 will support, among others, the following objectives:

11 a. Provide for the orderly development and redevelopment of
12 the City while preserving a measure of diversity among its parts.

13 b. Help promote sound economic development and increase
14 employment opportunities for the City's residents by responding to
15 changing economic conditions.

16 c. Help promote Inglewood's image and identity as an
17 independent community within the Los Angeles metropolitan area.

18 4. That the proposed Zone Change will not constitute the granting
19 of a special privilege to a property owner inconsistent with the current or
20 designated uses or limitations of other properties in the vicinity. The addition
21 of the SE Overlay Zone to the base underlying zoning will facilitate the
22 development of a Sports and Entertainment Complex and a hotel, consistent
23 with and complementary to other major event venues and related commercial
24 development in the vicinity. The properties within the Project site that would
25 be designated as C-2A form a group of contiguous properties adjacent to other
26 properties with existing C-2A zoning classifications, are located within the
27 CNEL 65 dB noise contour for the LAX Airport, and would permit
28 commercial uses compatible with the CNEL 65 dB noise contour. Other

1 properties in the immediate vicinity are also located in the CNEL 65 dB noise
2 contour and are subject to similar limitations regarding compatible uses.

3 5. That the proposed Zone Change will be appropriate for the
4 subject property in terms of the adequacy of the site to accommodate land
5 uses permitted by the proposed zone. The Project site is of sufficient size to
6 accommodate the development permitted under the proposed SE Overlay
7 Zone and allow it to function efficiently, and it is well-served by existing
8 transportation infrastructure. Furthermore, the proposed regulations of the
9 SE Overlay Zone, along with the SEC Development Guidelines, as further
10 described in Planning Commission Resolution No. ____ (SEC Development
11 Guidelines Resolution), provide standards and guidelines to ensure that
12 permitted development is accommodated within the Project site and
13 compatible with adjacent uses, including standards to establish setbacks,
14 maximum height, parking and loading requirements, vehicular and
15 pedestrian access, lighting and signage, building massing, and other aspects
16 of the Project.

17 6. That the proposed Zoning Code Amendment will not constitute
18 the establishment of unique standards, offering special privilege to a
19 particular individual or group of individuals that is inconsistent with the
20 general intent of the provisions of this Chapter or that may be detrimental to
21 the general welfare of the community. The standards to be established in the
22 SE Overlay Zone and SEC Development Guidelines are consistent with the
23 general intent of the Planning and Zoning Code and will facilitate the
24 orderly, well-planned development of the previously underdeveloped Project
25 site with a state-of-the-art entertainment facility and related uses and will
26 enhance the social, cultural, and recreational vitality of the community,
27 promote economic development, and increase employment opportunities for
28 the City's residents. Such facilities and uses are specialty uses with unique

1 characteristics such as venue capacity, anticipated event activity and
2 operations, related or supporting ancillary development, and adjacent uses,
3 which require specialized, specific land use planning considerations. In
4 addition to the standards and regulations to be established in the proposed
5 SE Overlay Zone and SEC Design Guidelines, the Project includes an
6 extensive set of project design features, mitigation measures, and conditions
7 of approval pursuant to AB 987 to ensure that development of the Project will
8 enhance, and not be detrimental to, the general welfare of the community, as
9 further described in the Resolution No. __ (EIR Certification Resolution)
10 including the CEQA Findings and MMRP attached as Exhibits B and C
11 thereto.

12 7. That the proposed Zone Change and Zoning Code Amendment
13 establish appropriate land uses and development standards for the efficient
14 and orderly development of the Project and the adoption of the Zone Change
15 and Zoning Code Amendment is reasonably related to protection of the public
16 health, safety, and welfare, for the reasons described in paragraphs 4, 5, and
17 6 above, and as further described in the Planning Commission Agenda Report
18 and Planning Commission Resolution No. ____ (EIR Certification Resolution),
19 which includes a statement of overriding considerations.

20 8. That an EIR has been prepared for the IBEC Project, including
21 the proposed Zone Change and Zoning Code Amendment, and must be
22 certified by the City Council prior to approval of Zone Change ZC-2020-001
23 and Zoning Code Amendment ZCA-2020-002. The Planning Commission has
24 recommended that the City Council certify the EIR and adopt CEQA
25 Findings including a Statement of Overriding Considerations for significant
26 and unavoidable impacts of the Project that would remain significant even
27 with the implementation of all feasible mitigation measures specified in the
28 EIR, and adopt an MMRP for the Project in accordance with CEQA as

1 provided in Planning Commission Resolution No. ____ (EIR Certification
2 Resolution).

3 **SECTION 3.**

4 BE IT FURTHER RESOLVED, that pursuant to the foregoing recitations
5 and findings, the Planning Commission of the City of Inglewood, California,
6 hereby recommends that the City Council approve and adopt Zone Change ZC-
7 2020-001 and Zoning Code Amendment ZCA-2020-002 in the form attached to
8 this Resolution as Exhibit B and Exhibit C.

9 BE IT FURTHER RESOLVED, that the Secretary of the Planning
10 Commission is hereby instructed to forward a certified copy of this Resolution
11 to the Project Sponsor and to the City Council as a report, with the findings,
12 and recommendations of the Planning Commission pertaining to the Zone
13 Change ZC-2020-001 and Zoning Code Amendment ZCA-2020-002 attached
14 hereto as Exhibit B and Exhibit C and to forward a certified copy of all
15 related files, data and instruments.

16 BE IT FURTHER RESOLVED, this Resolution, a recommendation to City
17 Council to approve Zone Change ZC-2020-001 and Zoning Code Amendment
18 ZCA-2020-002 to the Inglewood Municipal Code attached hereto as Exhibit B
19 and Exhibit C is passed, approved and adopted this 17th day of June 2020.
20

21
22 _____
23 **Larry Springs, Chairperson**
City Planning Commission
Inglewood, California

24 **ATTEST:**
25
26

27 _____
28 **Evangeline Lane, Secretary**
City Planning Commission
Inglewood, California

Exhibit A
Subject Site

Exhibit A

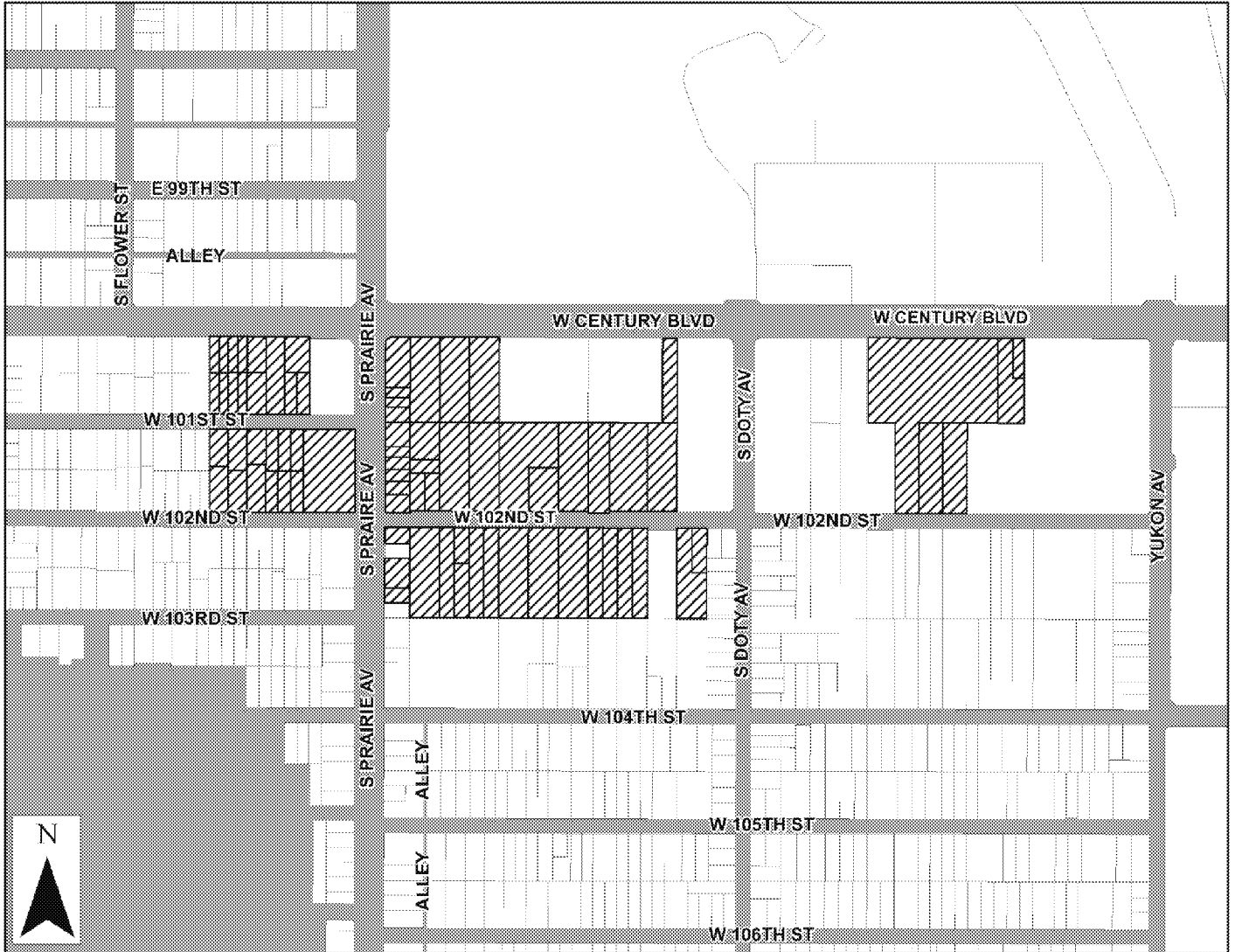


Exhibit B
Zone Change Ordinance

Exhibit B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, APPROVING ZONE CHANGE ZC-2020-001 TO ESTABLISH A SPORTS AND ENTERTAINMENT OVERLAY ZONE IN CHAPTER 12 (PLANNING AND ZONING) OF THE INGLEWOOD MUNICIPAL CODE AND TO REZONE CERTAIN PARCELS IN THE PROJECT SITE TO CONFORM WITH THE EXISTING GENERAL PLAN LAND USE DESIGNATION.

ZC-2020-001

WHEREAS, Murphy's Bowl, LLC (Project Sponsor), seeks the development of the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the Project). The Project will also include a limited-service hotel. The area of the IBEC Project is shown in Exhibit A; and

WHEREAS, a City initiated proposal was made to establish a Sports and Entertainment Overlay Zone in one (1) area of the City which includes the following properties as listed by Assessor Identification Numbers:

Exhibit B

1				
2	4032001048	4032001913	4032008900	4034004911
3	4032001005	4032002913	4032008901	4034004912
4	4032001006	4032002914	4032008902	4034004913
5	4032001033	4032002915	4032008903	4034005900
6	4032001039	4032002916	4032008904	4034005901
7	4032001049	4032002917	4032008905	4034005902
8	4032001900	4032003912	4032008907	4034005903
9	4032001901	4032003914	4032008908	4034005904
10	4032001902	4032003915	4034004900	4034005905
11	4032001903	4032004913	4034004901	4034005906
12	4032001904	4032004914	4034004902	4034005907
13	4032001905	4032007035	4034004903	4034005908
14	4032001906	4032007901	4034004904	4034005909
15	4032001907	4032007902	4034004905	4034005910
16	4032001908	4032007903	4034004906	4034005911
17	4032001909	4032007905	4034004907	4034005912
18	4032001910	4032008001	4034004908	
19	4032001911	4032008034	4034004909	
20	4032001912	4032008035	4034004910	

21 ; and

22 **WHEREAS**, the State Legislature passed SB 1333 (2018) which
23 requires that all charter cities resolve inconsistencies between Zoning
24 designations and General Plan Land Use designations within a reasonable
25 time; and

26 **WHEREAS**, the Zoning designations of thirteen (13) of the site parcels
27 are inconsistent with the existing Commercial/Industrial General Plan Land
28 Use designations whereby they have Zoning designations of P-1 (Automobile

Exhibit B

1 Parking), R-3 (Multiple-Family), and R-2 (Limited Multiple-Family), which
2 includes the following properties as listed by Assessor Identification Numbers

3				
4	4034005900	4034005904	4034005908	4034005912
5	4034005901	4034005905	4034005909	
6	4034005902	4034005906	4034005910	
7	4034005903	4034005907	4034005911	

8
9 ; and,

10 **WHEREAS**, until such time that the City comprehensively updates the
11 General Plan and associated Zoning designations, which would resolve any
12 inconsistencies citywide, the Project entitlements present an opportunity to
13 resolve such inconsistencies on the site; and

14 **WHEREAS**, the attached Exhibit B depicts the existing Zoning
15 designations with the location of the Sports and Entertainment Overlay Zone
16 (Overlay) and Exhibit C depicts the proposed C-2A (Airport Commercial)
17 Zoning designations along with the Overlay; and

18 **WHEREAS**, on June 17, 2020, the Planning Commission conducted a
19 public hearing for this matter and approved Resolution No. ____ entitled:

20
21 **A RESOLUTION OF THE PLANNING COMMISSION OF THE**
22 **CITY OF INGLEWOOD, CALIFORNIA, RECOMMENDING TO**
23 **THE CITY COUNCIL FOR APPROVAL, ZONE CHANGE ZC-**
24 **2020-001 TO ESTABLISH A SPORTS AND ENTERTAINMENT**
25 **OVERLAY ZONE AND REZONE CERTAIN PARCELS, AND**
26 **ZONING CODE AMENDMENT ZCA-2020-002 TO CHAPTER 12**
27 **(PLANNING AND ZONING) OF THE INGLEWOOD**
28 **MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR**
THE SPORTS AND ENTERTAINMENT OVERLAY ZONE AND
ADJUST OTHER LAND USE CONTROLS.

Exhibit B

1 **WHEREAS**, the matter of proposed Zone Change ZCA-2020-001 was
2 presented to the City Council on June _____, 2020, who then scheduled a
3 public hearing for July _____, 2020, and,

4 **WHEREAS**, notice of the time and place of the hearing was given as
5 required by law; and,

6 **WHEREAS**, the City Council conducted the hearing at the time and place
7 stated in the notice and afforded all persons interested in the matter of the
8 proposed Zone Change, or in any matter or subject related thereto, an
9 opportunity to be heard by the City Council and to submit any testimony or
10 evidence in favor or against the proposed Zone Change; and,

11 **WHEREAS**, after taking public testimony and considering the issues, the
12 City Council determined that the Sports and Entertainment Overlay Zone
13 should be established; and,

14 **WHEREAS**, the City Council has carefully considered all testimony and
15 evidence presented in this matter, and being advised finds as follows:

16 **SECTION 1**

17 Pursuant to the California Environmental Quality Act, Public Resources
18 Code, Section 21000, et seq. (CEQA), the City prepared an Environmental
19 Impact Report (EIR) for the Inglewood Basketball and Entertainment Center
20 (State Clearinghouse No. 2018021056), which analyzed environmental impacts
21 of the proposed project and the associated entitlements. Prior to making a
22 decision on the Zone Change, the City Council reviewed and considered the EIR
23 and pursuant to Resolution No. _____ (City Council EIR Certification
24 Resolution) certified the EIR, made certain environmental findings, adopted a
25 Mitigation Monitoring and Reporting Program, and adopted a Statement of
26 Overriding Considerations for significant and unavoidable impacts of the
27 Project that would remain even with the implementation of necessary
28 mitigation measures specified in the EIR.

Exhibit B

1 **SECTION 2.**

2 Based on the entirety of the materials before the City Council, including
3 without limitation, agenda reports to the City Council and Planning
4 Commission; the EIR and all appendices thereto and supporting information;
5 Resolution No. __ (EIR Certification Resolution) including the CEQA Findings
6 and MMRP attached as Exhibits B and C thereto; all plans, drawings, and other
7 materials submitted by the Project Sponsor; minutes, reports, and public
8 testimony and evidence submitted as part of the Planning Commission's and
9 City Council's duly-noticed meetings regarding the IBEC Project; the record of
10 proceedings prepared in connection with AB 987 pursuant to Public Resources
11 Code section 21168.6.8; and all other information contained in the City's
12 administrative record concerning the Project (collectively, the Record), which it
13 has carefully reviewed and considered, the City Council finds as follows:

14 1. The proposed Zone Change to establish the SE Overlay Zone and
15 rezoning of certain properties to make them consistent with the land use
16 designation will be consistent with the Inglewood General Plan, the
17 Industrial land use designation, and the Inglewood International
18 Business Park Specific Plan, as each is amended, for the reasons set forth
19 in Exhibit D to Planning Commission Resolution No.____ (Planning
20 Commission General Plan Amendment Resolution), which are
21 incorporated herein by reference, will bring zoned properties that did not
22 conform with the General Plan land use designation into conformance,
23 and will support, among others, the following objectives:

- 24 a. Promote the development of sports and entertainment facilities
25 and related uses on underutilized land, in appropriate locations,
26 creating economic development and employment opportunities for
27 the City's residents.

Exhibit B

- b. Provide for the orderly development and redevelopment of the City while preserving a measure of diversity among its parts.
- c. Helps promote sound economic development and increase employment opportunities for the City's residents by responding to changing economic conditions.
- d. Helps promote Inglewood's image and identity as an independent community within the Los Angeles metropolitan area.

- 2. That the rezoning of certain properties to make them consistent with the General Plan land use designation is necessary to ensure the site is consistent with the General Plan; and
- 3. That the establishment of the SE Overlay Zone will not constitute the granting of a special privilege to a property owner inconsistent with the current or designated uses or limitations of other properties in the vicinity for the reasons set forth in Planning Commission Resolution No ___ (Zone Change and Zoning Code Amendment Resolution), which are incorporated herein by reference.
- 4. That the consistency zone changes will not constitute the granting of a special privilege to a property owner inconsistent with the current or designated uses or limitations of other properties in the vicinity for the reasons set forth in Planning Commission Resolution No. ___ (Zone Change and Zoning Code Amendment Resolution), which are incorporated herein by reference.
- 5. That the establishment of the SE Overlay Zone will be appropriate for the subject property in terms of the adequacy of the site to accommodate land uses permitted by the proposed zone for the reasons set forth in Planning Commission Resolution No ___ (Zone Change and Zoning Code Amendment Resolution), which are incorporated herein by reference.

Exhibit B

1 6. That the rezoning of properties that are inconsistent with the General
2 Plan land use designation is appropriate for the site because pursuant to
3 SB 1333, charter cities are required to resolve such inconsistencies within
4 a reasonable time.

5 7. That an EIR has been prepared for the IBEC Project, including the
6 proposed Zone Change, and was certified by the City Council prior to
7 approval of Zone Change ZC-2020-001 and Zoning Code Amendment
8 ZCA-2020-002. The City Council adopted CEQA Findings including a
9 Statement of Overriding Considerations for significant and unavoidable
10 impacts of the Project that would remain significant even with the
11 implementation of all feasible mitigation measures specified in the EIR,
12 and adopted an MMRP for the Project in accordance with CEQA as
13 provided in City Council Resolution No. ____ (EIR Certification
14 Resolution).

15 **SECTION 2.**

16 WHEREAS, at the conclusion of the public hearing, the City Council
17 determined that the Zone Change specified herein should be approved.

18 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD,**
19 **CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

20 The City Council concurs with the Planning Commission
21 recommendation and does hereby approve Zone Change No. ZC-2020-001, to
22 establish a Sports and Entertainment Overlay Zone and rezone certain other
23 parcels, under the provisions of Chapter 12, Article 27 of the Inglewood
24 Municipal Code.

25 The City Clerk shall certify to the passage and adoption of this ordinance
26 and to its approval by the City Council and shall cause the same to be published
27 in accordance with the City Charter and thirty days from the final passage and
28 adoption, this ordinance shall be in full force and effect.

Exhibit B

1 This ordinance to establish a Sports and Entertainment Overlay Zone
2 and to rezone certain other parcels, is passed, approved and adopted by the City
3 Council of the City of Inglewood this ____ day of _____ 2020.

4
5
6
7 _____
8 **JAMES T. BUTTS**
9 **MAYOR OF THE CITY OF**
10 **INGLEWOOD, CALIFORNIA**

11 **Attest:**

12
13 _____
14 **YVONNE HORTON**
15 **CITY CLERK**
16 **(SEAL)**

Exhibit A

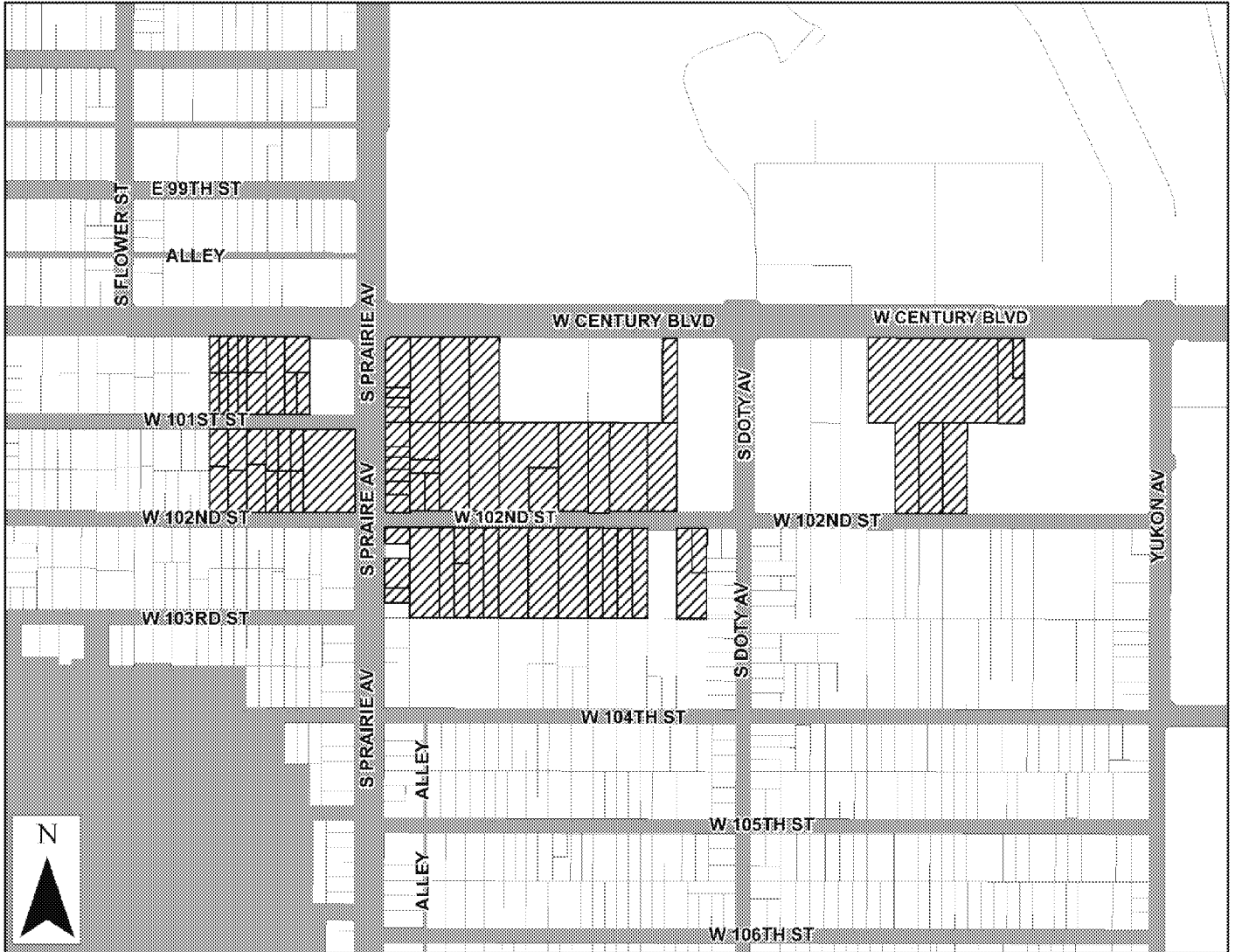


Exhibit B-Zone Change



Exhibit C-Zone Change



Exhibit C
Zone Code Amendment Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, APPROVING ZONING CODE AMENDMENT ZCA-2020-002 TO CHAPTER 12 (PLANNING AND ZONING) OF THE INGLEWOOD MUNICIPAL CODE (IMC) TO ESTABLISH REGULATIONS FOR THE SPORTS AND ENTERTAINMENT OVERLAY ZONE AND ADJUST OTHER LAND USE CONTROLS.

WHEREAS, Murphy's Bowl, LLC (Project Sponsor), seeks the development of the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the Project). The Project will also include a limited-service hotel. The area of the IBEC Project is shown in Exhibit A; and

WHEREAS, on June 17, 2020, the Planning Commission conducted a public hearing for this matter and approved Resolution No. _____ entitled:

Exhibit C

1 A RESOLUTION OF THE PLANNING COMMISSION OF THE
2 CITY OF INGLEWOOD, CALIFORNIA, RECOMMENDING TO
3 THE CITY COUNCIL FOR APPROVAL, ZONE CHANGE ZC-
4 2020-001 TO ESTABLISH A SPORTS AND ENTERTAINMENT
5 OVERLAY ZONE AND REZONE CERTAIN PARCELS, AND
6 ZONING CODE AMENDMENT ZCA-2020-002 TO CHAPTER 12
7 (PLANNING AND ZONING) OF THE INGLEWOOD
8 MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR
9 THE SPORTS AND ENTERTAINMENT OVERLAY ZONE AND
10 ADJUST OTHER LAND USE CONTROLS.

11
12 **WHEREAS**, the matter of proposed Zoning Code Amendment ZCA-2020-
13 002 was presented to the City Council on June __, 2020, who then scheduled a
14 public hearing for July __, 2020; and,

15 **WHEREAS**, notice of the time and place of the hearing was given as
16 required by law; and,

17 **WHEREAS**, the City Council conducted the hearing at the time and place
18 stated in the notice and afforded all persons interested in the matter of the
19 proposed amendment to the Inglewood Municipal Code, or in any matter or
20 subject related thereto, an opportunity to be heard by the City Council and to
21 submit any testimony or evidence in favor or against the proposed Zoning Code
22 Amendment; and,

23 **WHEREAS**, after taking public testimony and considering the issues, the
24 City Council determined that certain changes specified herein, should be made
25 to the text of Chapter 12 of the Inglewood Municipal Code; and,

26 **WHEREAS**, the City Council has carefully considered all testimony and
27 evidence presented in this matter, and being advised finds as follows:

28 **SECTION 1.**

Exhibit C

1 Pursuant to the California Environmental Quality Act, Public Resources
2 Code, Section 21000, et seq. (CEQA), the City prepared an Environmental
3 Impact Report (EIR) for the Inglewood Basketball and Entertainment Center
4 (State Clearinghouse No. 2018021056), which analyzed environmental impacts
5 of the proposed project and the associated entitlements, including this Zoning
6 Code Amendment. Prior to making a decision on the Zoning Code Amendment,
7 the City Council reviewed and considered the EIR and pursuant to Resolution
8 No. ____ (City Council EIR Certification Resolution) certified the EIR, made
9 certain environmental findings, adopted a Mitigation Monitoring and Reporting
10 Program, and adopted a Statement of Overriding Considerations for significant
11 and unavoidable impacts of the Project that would remain even with the
12 implementation of necessary mitigation measures specified in the EIR.

13
14 **SECTION 2.**

15 Based on the entirety of the materials before the City Council, including
16 without limitation, agenda reports to the City Council and Planning
17 Commission; the EIR and all appendices thereto and supporting information;
18 Resolution No. __ (EIR Certification Resolution) including the CEQA Findings
19 and MMRP attached as Exhibits B and C thereto; all plans, drawings, and other
20 materials submitted by the Project Sponsor; minutes, reports, and public
21 testimony and evidence submitted as part of the Planning Commission's and
22 City Council's duly-noticed meetings regarding the IBEC Project; the record of
23 proceedings prepared in connection with AB 987 pursuant to Public Resources
24 Code section 21168.6.8; and all other information contained in the City's
25 administrative record concerning the Project (collectively, the Record), which it
26 has carefully reviewed and considered, the City Council finds as follows:

- 27 1) That the proposed Zoning Code Amendment will be consistent with
28 the Inglewood General Plan, the Industrial land use designation, and

Exhibit C

1 the Inglewood International Business Park Specific Plan, as each is
2 amended, for the reasons set forth in Exhibit D to Planning
3 Commission Resolution No.____ (Planning Commission General Plan
4 Amendment Resolution), which are incorporated herein by reference,
5 and will support, among others, the following objectives:

- 6 a. Provide for the orderly development and redevelopment of the City
7 while preserving a measure of diversity among its parts.
- 8 b. Help promote sound economic development and increase
9 employment opportunities for the City's residents by responding to
10 changing economic conditions.
- 11 c. Promote Inglewood's image and identity as an independent
12 community within the Los Angeles metropolitan area.

13 2) A change to the text of Chapter 12 to establish regulations for the
14 Sports and Entertainment Overlay Zone will not constitute the
15 establishment of unique standards, offering special privilege to a
16 particular individual or group of individuals, that is inconsistent with
17 the general intent of the provisions of the Planning and Zoning Code
18 or that may be detrimental to the general welfare of the community,
19 for the reasons set forth in Planning Commission Resolution No ____
20 (Zone Change and Zoning Code Amendment Resolution), which are
21 incorporated herein by reference.

22 3) That an EIR has been prepared for the IBEC Project, including the
23 proposed Zoning Code Amendment, and was certified by the City
24 Council prior to approval of Zoning Code Amendment ZCA-2020-002.
25 The City Council certified the EIR and adopted CEQA Findings
26 including a Statement of Overriding Considerations for significant
27 and unavoidable impacts of the Project that would remain significant
28 even with the implementation of all feasible mitigation measures

Exhibit C

1 specified in the EIR, and adopted an MMRP for the Project in
2 accordance with CEQA as provided in City Council Resolution No.
3 ____ (EIR Certification Resolution).
4

5 **SECTION 3.**

6 WHEREAS, at the conclusion of the public hearing, the City Council
7 determined that the Zoning Code Amendment specified herein should be approved.

8 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD**
9 **DOES HEREBY ORDAIN AS FOLLOWS:**

10 The Inglewood Municipal Code, Chapter 12 (Planning and Zoning), is hereby
11 amended by adding Article 17.5, Sports and Entertainment Overlay Zone, to read
12 as follows:

13 **Article 17.5. Sports and Entertainment Overlay Zone**

14 **Section 12-38.90 Purpose**

15 The Sports and Entertainment Overlay Zone ("SE Overlay Zone") is
16 established to provide for the orderly development of a Sports and
17 Entertainment Complex in a comprehensively planned manner, along with a
18 hotel of no fewer than 100, and no greater than 150, guestrooms, within the
19 boundaries shown on the map adopted by the City Council by Ordinance _____,
20 as part of this SE Overlay Zone.

21 **Section 12-38.91 Definitions**

22 (A) "Arena" shall mean a sports, entertainment, and public gathering
23 facility with indoor seating capacity of no more than 18,500 attendees operated
24 to host events including, but not limited to, sporting events, concerts,
25 entertainment events, exhibitions, conventions, conferences, meetings,
26 banquets, civic and community events, social, recreation, or leisure events,
27 celebrations, and other similar events or activities, including the sale of food
28 and drink for consumption on-site or off-site and the sale of alcoholic beverages

Exhibit C

1 for consumption on-site, the sale of merchandise, souvenirs, and novelties and
2 similar items, and other uses, events, or activities as are customary and usual
3 in connection with the operation of such facility.

4 (B) “Event Center Structure” shall mean a multi-purpose facility that
5 includes an Arena and may include any of the following uses:

6 (1) Professional office;

7 (2) Athletic practice and training facilities;

8 (3) Medical office or outpatient clinic and accessory uses;

9 (4) Other non-Arena uses that support the Arena and are
10 located in the Event Center Structure.

11 (C) “Event Center Supporting Structure” shall mean a structure
12 located within the boundaries of the SE Overlay Zone but not within the Event
13 Center Structure, which may include any of the following uses:

14 (1) Retail uses, including, but not limited to, the sale or rental
15 of products or services;

16 (2) Dining uses, including restaurants, bars, cafes, catering
17 services, and outdoor eating areas, including the sale of food
18 and drink for consumption on-site or off-site and the sale of
19 alcoholic beverages for consumption on-site;

20 (3) Community-serving uses for cultural, exhibition,
21 recreational, or social purposes.

22 (D) “Infrastructure and Ancillary Structures and Uses” shall mean any
23 uses or structures, temporary or permanent, that are Accessory to, reasonably
24 related to, or maintained in connection with the operation and conduct of an
25 Event Center Structure or Event Center Supporting Structure, including,
26 without limitation, open space and plazas, pedestrian walkways and bridges,
27 transportation and circulation facilities, public or private parking facilities
28 (surface, subsurface, or structured), signage, outdoor theaters, broadcast,

Exhibit C

1 filming, recording, transmission, production and communications facilities and
2 equipment, and events and activities held or conducted outside of the Event
3 Center Structure that include, but are not limited to, any event or activity
4 otherwise permitted in the Event Center Structure.

5 (E) “Sports and Entertainment Complex” shall mean a development
6 that includes the following:

7 (1) Event Center Structure;

8 (2) Event Center Supporting Structures;

9 (3) Infrastructure and Ancillary Structures and Uses; and

10 (4) Any other uses that the Economic and Community

11 Development Department Director determines are similar,
12 related, or accessory to the aforementioned uses.

13 (F) "SEC Development Guidelines" shall have the meaning given in
14 Section 12-38.94.

15 **Section 12-38.92 Applicability**

16 (A) This Article is applicable to the development of a Sports and
17 Entertainment Complex and a hotel of no fewer than 100, and no greater than
18 150, guestrooms on properties located in the SE Overlay Zone. Except as
19 otherwise provided in this Article and/or in the SEC Development Guidelines,
20 the provisions of the Inglewood Municipal Code (IMC), Chapter 12 (Planning
21 and Zoning) shall apply. This Article and the SEC Development Guidelines
22 shall control in the event of a conflict with other provisions of IMC Chapter 12.
23 In the event of a conflict between this Article and the SEC Development
24 Guidelines, the SEC Development Guidelines shall control.

25 (B) All other development in the SE Overlay Zone shall be governed by
26 the applicable provisions of Chapter 12, including the provisions of the
27 applicable underlying zoning district.

28 **Section 12-38.93 Permitted Uses**

Exhibit C

1 The following uses shall be permitted in the SE Overlay Zone and shall
2 be exempt from the Special Use Permit provisions of Article 25 of this Chapter:

3 (A) A Sports and Entertainment Complex subject to specific
4 requirements for the following uses:

5 1. **Onsite Sales and Service of Alcoholic Beverages**

6 The onsite (including in the plaza area adjacent to the Event
7 Center Structure) sale, service, and consumption of alcoholic
8 beverages, including beer, wine, and distilled spirits, within the
9 Sports and Entertainment Complex is permitted, subject to
10 compliance with the following requirements:

- 11 a. Any establishment or operator within the Sports and
12 Entertainment Complex serving or selling alcoholic
13 beverages shall maintain the applicable license from the
14 California Department of Alcohol Beverage Control
15 ("ABC").
- 16 b. Alcoholic beverages may be purchased, served, or consumed
17 within any licensed establishment and its designated
18 outdoor areas and any additional licensed designated areas,
19 subject to compliance with all applicable ABC license
20 conditions.
- 21 c. Alcoholic beverages may be sold, served, or consumed from
22 the hours of 6:00 AM to 2:00 AM.
- 23 d. All persons engaged in the sale or service of alcoholic
24 beverages shall be at least 18 years old and must
25 successfully complete a certified training program in
26 responsible methods and skills for serving and selling
27 alcoholic beverages with recurrent training not less than
28 once every three years.

Exhibit C

1 e. Any areas where alcohol is sold, served or consumed shall
2 be monitored by security equipment, security personnel or
3 supervisory personnel.

4 2. **Outdoor Restaurants or Dining Areas**

5 Outdoor restaurants or dining areas shall be permitted within
6 the Sports and Entertainment Complex subject to compliance
7 with the following requirements:

8 a. The perimeter of outdoor dining areas of any establishment
9 selling or serving alcoholic beverages shall be defined by
10 physical barriers.

11 b. Vehicle drive-through service, or service windows or order
12 pick-up windows along any public right-of-way shall be
13 prohibited.

14 3. **Communications Facilities**

15 Communications systems, facilities, antennas, and any related
16 equipment for the following purposes may be installed, placed,
17 or used within the Sports and Entertainment Complex:

18 a. Broadcasts or transmissions from or related to the
19 Sports and Entertainment Complex;

20 b. Communications with or transmissions to attendees,
21 employees, or visitors of the Sports and Entertainment
22 Complex;

23 c. Reception and distribution or exhibition of broadcasts or
24 transmissions within the Sports and Entertainment
25 Complex;

26 d. Operation of on-site equipment, facilities, structures
27 or uses;

28

Exhibit C

- e. Communications related to events and operations within the Sports and Entertainment Complex;
- f. Emergency services and communications; and
- g. Communications services, including telecommunications services, for large-scale events hosted within the Sports and Entertainment Complex.

(B) One (1) hotel of no fewer than 100, and no greater than 150, guestrooms, subject to compliance with Section 12-16.1 except as provided under this Article.

Section 12-38.94 Sports and Entertainment Complex Development

Guidelines and Review

(A) SEC Development Guidelines. Development of a Sports and Entertainment Complex within the SE Overlay Zone shall be subject to the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (“SEC Development Guidelines”), adopted by the City Council by Resolution No. _____ as the SEC Development Guidelines as may be amended from time to time as provided therein.

(B) Standards, Requirements, and Process. The SEC Development Guidelines establish specific design standards for the development of a Sports and Entertainment Complex within the SE Overlay Zone, the requirements for on-site and off-site Infrastructure to be provided, and the review and permitting process for the Sports and Entertainment Complex and Infrastructure.

(C) SEC Design Guidelines. The SEC Design Guidelines portion of the SEC Development Guidelines, includes, without limitation, standards for site design, features and design elements for buildings and structures, landscaping, signage, and lighting, parking, loading and circulation and sustainability, and shall apply in lieu of any contrary provisions in the Inglewood Municipal Code.

Exhibit C

1 including without limitation the Site Plan Review process in Article 18.1 of this
2 Chapter.

3 (D) The SEC Infrastructure Plan portion of the SEC Development
4 Guidelines establishes the infrastructure improvements required to be provided
5 for the Sports and Entertainment Complex and includes, without limitation,
6 wet and dry utilities, streets and sidewalks, traffic signals, and City water well
7 relocation. The SEC Infrastructure Plan shall prevail in the event of any
8 conflict between it and any provisions in Article 22 (Subdivision Regulations) of
9 this Chapter. Within the SE Overlay Zone, (a) the provisions of Section 12-66
10 and Sections 12-66.1 through 12-66.5 are waived and any requirement that a
11 Tentative Parcel Map precede filing of a Parcel Map shall not apply; (b) Section
12 12-66.6 requiring a parcel map to be filed and recorded prior to specified
13 transactions and issuance of building permits is waived and shall not apply; (c)
14 Section 12-7.1 shall not be applied to require a parcel map prior to issuance of
15 building permits; and (d) Except as provided above, a parcel map shall be
16 reviewed and approved in accordance with Section 12-66.5.

17 (E) Review and Approval of SEC Design Drawings and SEC
18 Improvement Plans.

19 (1) Any application for SEC Design Review under the SEC
20 Design Guidelines shall be submitted for review and
21 approval to the Economic and Community Development
22 Department Director in accordance with the standards and
23 requirements established in the SEC Development
24 Guidelines. Such review and approval shall be required
25 prior to the issuance of any building permit(s) for the
26 development of a Sports and Entertainment Complex. SEC
27 Design Review shall not be required for the repair or
28 replacement with the same or comparable type of structural

Exhibit C

1 element or material to any portion of an existing building or
2 for interior improvements within an existing building
3 provided that there is no concurrent exterior alteration,
4 building enlargement or increase in parking needs.

5 (2) Any application for review and approval of SEC
6 Improvement Plans under the SEC Infrastructure Plan
7 shall be submitted to the Public Works Director for review
8 and approval of off-site improvements and to the Economic
9 and Community Development Department Director for
10 review and approval of on-site improvements, in accordance
11 with the standards and requirements established in the
12 SEC Development Guidelines.

13 (3) SEC Design Drawings and SEC Improvement Plans
14 submitted under the SEC Development Guidelines shall be
15 approved unless materially inconsistent with the applicable
16 standards established in this Article 17.5 and the SEC
17 Development Guidelines, as more particularly provided
18 therein.

19 **Section 12-38.95 Development Standards**

20 **Section 12-38.95.1 Setbacks**

21 Front yard, side yard, and rear yard for the Sports and Entertainment Complex
22 shall conform to the requirements of the SEC Design Guidelines.

23 **Section 12-38.95.2 Height**

24 (A) The Event Center Structure including any appurtenances thereon
25 shall not exceed one hundred fifty (150) feet in height.

26 (B) Any building or structure other than the Event Center Structure
27 shall not exceed one hundred (100) feet in height.

28 **Section 12-38.95.3 Street Frontage**

Exhibit C

1 Minimum street frontage requirements shall not apply to the
2 development of permitted uses within the SE Overlay Zone.

3 **Section 12-38.95.4 Lot Size**

4 Minimum lot size requirements shall not apply to the development of
5 permitted uses within the SE Overlay Zone.

6 **Section 12-38.95.5 Development Limitations**

7 Development of a Sports and Entertainment Complex shall be consistent
8 with the size standards established in the SEC Design Guidelines.

9 **Section 12-38.95.6 Walls and Fences**

10 (A) Walls and fences within the Sports and Entertainment Complex shall
11 be consistent with the standards established in the SEC Design
12 Guidelines.

13 (B) Review and Approval. SEC Design Review Approval of any fence or
14 wall pursuant to the SEC Design Guidelines shall constitute an
15 approval and permit from the Planning Division for the purposes of
16 compliance with Section 12-93.5, Article 24 of this Chapter.

17 **Section 12-38.96 Parking and Loading Requirements**

18 **Section 12-38.96.1 Parking Requirements**

19 The aggregate amount of off-street parking spaces provided and
20 maintained in connection with each of the following uses shall be not
21 less than the following, except as may be reduced through the
22 application of shared parking permitted by Section 12-38.96.2:

23 (A) Event Center Structure. One (1) parking space for each five (5)
24 seats in the Arena, inclusive of any temporary seating capacity, plus one
25 (1) space for each three hundred (300) square feet of gross floor area of
26 Professional office.

27 (B) Event Center Supporting Structures. Sixty (60) parking spaces,
28 plus one (1) additional parking space for each additional four hundred

Exhibit C

1 (400) square feet of gross floor area in excess of fourteen thousand
2 (14,000) square feet of gross floor area, based on the combined gross floor
3 area of all uses within the Event Center Supporting Structures.

4 (C) Hotel. Two (2) parking spaces, plus one (1) parking space for each
5 bedroom or other room that can be used for sleeping purposes up to
6 ninety (90) rooms, plus one (1) parking space for each additional two (2)
7 bedrooms or other rooms that can be used for sleeping purposes in excess
8 of ninety (90) rooms.

9 (D) No additional parking shall be required for any other uses within
10 the Event Center Structure described in Section 12-38.91(B) or any
11 Infrastructure and Ancillary Structures and Uses described in Section
12 12-38.91(D).

13 **Section 12-38.96.2 Shared Parking**

14 The parking requirements for any Event Center Supporting
15 Structure or use therein may be satisfied through shared parking of
16 spaces provided for the Arena use, provided that substantial evidence, as
17 determined by the Economic and Community Development Department
18 Director, demonstrates that the peak parking demand for such Event
19 Center Supporting Structure or use therein does not occur during the
20 same period as the peak parking demand for the Arena use, or that the
21 same parking spaces will be used for multiple Sports and Entertainment
22 Complex uses.

23 **Section 12-38.96.3 Location of Parking**

24 (A) Required parking for the Sports and Entertainment
25 Complex may be located on any lot or property within the SE Overlay
26 Zone.

Exhibit C

1 (B) The hotel use shall provide and maintain its required on-site
2 parking in a lot exclusively for the hotel use based on the calculation
3 described above in Section 12.38.96.1(C).

4 **Section 12-38.96.4 Parking Standards**

5 For the Sports and Entertainment Complex, the provisions of the
6 SEC Design Guidelines for Parking and Circulation shall apply in lieu
7 of the design standards and requirements for parking spaces and
8 facilities set forth in Sections 12-42.1, 12-53, 12-54.4, 12-55.4, and 12-
9 55.5 of Article 19 of this Chapter.

10 **Section 12-38.96.5 Loading Facilities**

11 (A) Event Center Structure. A minimum of four loading spaces
12 shall be provided for the Event Center Structure. Loading spaces may
13 be provided in a below grade structure.

14 (B) Event Center Supporting Structures. A minimum of one
15 loading space per 10,000 square feet of gross floor area, based on the
16 combined gross floor area of all Event Center Supporting Structures.

17 (C) For the Sports and Entertainment Complex, the provisions
18 of the SEC Design Guidelines for Loading shall apply in lieu of the
19 design standards and requirements for loading set forth in Article 19
20 of this Chapter.

21 **Section 12-38.97 Signs**

22 (A) In lieu of the standards and requirements regarding signs set forth
23 in Sections 12-75, 12-76, 12-77 (and subsections thereto), 12-80, and 12-
24 80.5 of Article 23 of this Chapter, signs for a Sports and Entertainment
25 Complex in the SE Overlay Zone shall be subject to this Article 17.5.

26 (B) Signs within the Sports and Entertainment Complex shall be
27 permitted or exempted from the permit requirement of Section 12-72 of
28 Article 23 of this Chapter, as set forth in the SEC Design Guidelines.

Exhibit C

1 (C) Prohibited Signs. Signs that create the following conditions shall
2 be prohibited:

3 (1) Traffic Safety Hazard. Any sign or device which by design or
4 location resembles or conflicts with any traffic control sign or device.
5 Any sign or device that creates a potential safety hazard by
6 obstructing views of pedestrian and vehicular traffic at street
7 intersections or driveways or by creating glare or other hazardous
8 distraction.

9 (2) Infrastructure Hazard. Any sign that is erected within six
10 (6) feet horizontally or twelve (12) feet vertically of any overhead
11 electric conductors exceeding seven hundred fifty (750) volts.

12 (D) Review and Approval. SEC Design Review Approval of any sign
13 pursuant to the SEC Design Guidelines shall constitute a sign approval
14 and permit from the Planning Division for the purposes of Section 12-72,
15 Article 23 of this Chapter.

16 An application for review of any sign pursuant to the SEC Design
17 Guidelines shall include the following information:

- 18
- 19 (1) Location and sign area of each sign;
20 (2) Total signage area;
21 (3) Illumination information including signage refresh rate, scrolling,
22 brightness, and hours of illumination, as applicable.
- 23

24 **Section 12-38.98 Public Art**

25 The provisions of Section 12-4.1 shall not apply to development of
26 the Sports and Entertainment Complex. The location of any public art to
27 be provided shall be determined through the SEC Design Review under
28 the SEC Development Guidelines.

Exhibit C

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SECTION 4: The Inglewood Municipal Code Chapter 12, Planning and Zoning, is hereby amended by adding Section 12-1.76.1, and Section 12-1.104.1, to read as follows:

Section 12-1.76.1. Sports and Entertainment Complex.

"Sports and Entertainment Complex" shall mean the same as defined in Section 12-38.91(E).

Section 12-1.104.1. SEC Development Guidelines.

"SEC Development Guidelines" shall mean the same as defined in Section 12-38.94(A).

SECTION 5: Parking Outside the SE Overlay Zone. A parking lot, public parking area, or facility, or any entity providing same, may provide off-street parking for the Sports and Entertainment Complex, outside the SE Overlay Zone, notwithstanding any contrary provisions in Inglewood Municipal Code Chapter 12, Planning and Zoning, Article 19 (Parking Regulations).

SECTION 6: Lot Line Adjustments. The lot lines of adjacent parcels within the SE Overlay Zone may be adjusted at the request of the property owners, or by City on its own initiative as to City owned property, in accordance with the provisions of Government Code Section 66412(d), and pursuant to the procedures in this Section. Such action shall be a ministerial approval made by the Economic and Community Development Department Director, or his or her designee, who shall approve a lot line adjustment if he or she finds that (i) the adjusted lot conforms with the general plan and zoning, and (ii) all owners of an interest in the subject real property have consented to the lot line adjustment. No conditions or exactions shall be imposed on the approval of the lot line adjustment except to conform to the general plan, zoning and building

Exhibit C

1 ordinances, to require the prepayment of real property taxes prior to the
2 approval of the lot line adjustment, or to facilitate the relocation of existing
3 utilities, infrastructure or easements. No tentative map, parcel map or final
4 map shall be required as a condition to the approval of a lot line adjustment.
5 The adjusted lot lines shall be shown in a recorded notice of merger of lot line
6 adjustment or a certificate of compliance.

7
8 **SECTION 7**

9 The City Council concurs with the Planning Commission
10 recommendation and does hereby approve Zoning Code Amendment No. ZCA-
11 2020-00, to establish regulations for the Sports and Entertainment Overlay
12 Zone and adjust other land use controls, under the provisions of Chapter 12,
13 Article 27 of the Inglewood Municipal Code.

14 The City Clerk shall certify to the passage and adoption of this ordinance
15 and to its approval by the City Council and shall cause the same to be published
16 in accordance with the City Charter and thirty days from the final passage and
17 adoption, this ordinance shall be in full force and effect.

18 //
19 //
20 //
21 //
22 //
23 //

24 This ordinance to amend Chapter 12 of the IMC, to establish regulations
25 for the Sports and Entertainment Overlay Zone and adjust other land use
26 controls is passed, approved and adopted by the City Council of the City of
27 Inglewood this __ day of July 2020.

Exhibit C

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JAMES T. BUTTS
MAYOR OF THE CITY OF
INGLEWOOD, CALIFORNIA

Attest:

YVONNE HORTON
CITY CLERK
(SEAL)

RESOLUTION NO. ____

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF INGLEWOOD, CALIFORNIA,
RECOMMENDING THAT THE CITY COUNCIL FOR
APPROVAL SPORTS AND ENTERTAINMENT COMPLEX
DESIGN GUIDELINES AND INFRASTRUCTURE PLAN
(SEC DEVELOPMENT GUIDELINES) FOR THE
INGLEWOOD BASKETBALL AND ENTERTAINMENT
CENTER.**

SECTION 1.

WHEREAS, Murphy's Bowl, LLC (Project Sponsor), seeks the development of the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the Project). The Project will also include a limited service hotel. The area of the IBEC Project is shown in Exhibit A; and

WHEREAS, implementation of the Project necessitates a Zone Change (No. 2020-001) and Zoning Code Amendment (No. 2020-002) including establishing a Sports and Entertainment Overlay Zone, rezoning certain parcels, and establishing regulations for the Sports and Entertainment Overlay Zone and

1 adjustment of other land use controls, as more particularly described in Planning
2 Commission Resolution No. ____ (Zone Change and Zoning Code Amendment
3 Resolution); and

4 WHEREAS, the City seeks to ensure consistent design approach, high
5 standards of design and that the Project's new development is visually compatible
6 with and complementary to its site and surroundings, and therefore Project-
7 specific design guidelines and a plan review process are proposed for the Project,
8 which are referred to as the Sports and Entertainment Complex Design
9 Guidelines and Infrastructure Plan (SEC Development Guidelines); and

10 WHEREAS, the Sports and Entertainment Complex Design Guidelines and
11 Infrastructure Plan (SEC Development Guidelines) will implement aspects of the
12 Sports and Entertainment Overlay Zone proposed for the Project site; and

13 WHEREAS, on May 1, 2020, the Economic and Community Development
14 Department Director of the City of Inglewood directed Planning Division staff to
15 prepare various Project approval materials, including the Sports and
16 Entertainment Complex Design Guidelines and Infrastructure Plan (SEC
17 Development Guidelines), and schedule a public hearing before the Planning
18 Commission; and

19 WHEREAS, the proposal was set for a duly-noticed public hearing
20 before the Planning Commission in the City Council Chambers, Ninth Floor,
21 of the Inglewood City Hall, on the 17th day of June 2020, beginning at the hour
22 of 7:00 p.m.; and

23 WHEREAS, on June 17, 2020, the Planning Commission conducted the
24 duly-noticed hearing at the time and place stated above and afforded all persons
25 interested in the matter of the Sports and Entertainment Complex Design
26 Guidelines and Infrastructure Plan (SEC Development Guidelines), or any matter
27 or subject related thereto, an opportunity to be heard by the Planning Commission
28 and to submit any testimony or evidence in favor or against the proposed Sports

1 and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC
2 Development Guidelines); and

3 WHEREAS, after taking public testimony and fully considering all the
4 issues, the Planning Commission determined that the proposed Sports and
5 Entertainment Complex Design Guidelines and Infrastructure Plan (SEC
6 Development Guidelines) should be recommended for approval to the City Council
7 as set forth herein; and

8 WHEREAS, pursuant to the California Environmental Quality Act, Public
9 Resources Code section 21000, et seq. (CEQA), the City prepared an
10 Environmental Impact Report (EA-EIR-2020-45) for the Project (EIR), which
11 analyzes potential environmental impacts of the Project, including the Sports and
12 Entertainment Complex Design Guidelines and Infrastructure Plan (SEC
13 Development Guidelines). Prior to making a decision on the Sports and
14 Entertainment Complex Design Guidelines and Infrastructure Plan (SEC
15 Development Guidelines), the Planning Commission reviewed and considered the
16 EIR and recommended that the City Council certify the EIR, make certain
17 environmental Findings, adopt a Statement of Overriding Considerations
18 (together, the CEQA Findings), and adopt a Mitigation Monitoring and Reporting
19 Program (MMRP) for the Project.

20 **SECTION 2.**

21 NOW, THEREFORE, BE IT RESOLVED by the Inglewood Planning
22 Commission based on the entirety of the materials before the Planning
23 Commission, including without limitation, agenda reports to the Planning
24 Commission; the EIR and all appendices thereto and supporting information;
25 Resolution No. __ (EIR Certification Resolution) including the CEQA Findings
26 and MMRP attached as Exhibit B and C thereto; all plans, drawings, and other
27 materials submitted by the Project Sponsor; minutes, reports, and public
28 testimony and evidence submitted as part of the City Council's duly-noticed

1 meetings regarding the IBEC Project; the record of proceedings prepared in
2 connection with AB 987 pursuant to Public Resources Code section 21168.6.8;
3 and all other information contained in the City's administrative record
4 concerning the Project (collectively, the Record), which it has carefully
5 reviewed and considered, the Planning Commission finds as follows:

6 1. That the foregoing Recitals are true and correct and made a part
7 of this Resolution.

8 2. That all procedural requirements for the Planning Commission to
9 recommend approval of the Sports and Entertainment Complex Design
10 Guidelines and Infrastructure Plan (SEC Development Guidelines) have been
11 followed.

12 3. That the Sports and Entertainment Complex Design Guidelines
13 and Infrastructure Plan (SEC Development Guidelines) establish appropriate
14 development standards for the efficient and orderly development of the Project
15 and adoption of the Sports and Entertainment Complex Design Guidelines and
16 Infrastructure Plan (SEC Development Guidelines) is reasonably related to
17 protection of the public health, safety and welfare, as further described in the
18 Planning Commission Agenda Report and Planning Commission Resolution
19 No. ____ (EIR Certification Resolution), which includes a Statement of
20 Overriding Considerations.

21 4. That as described in Exhibit D (General Plan Consistency
22 Findings) to Resolution ____ (General Plan Amendment Resolution), which is
23 incorporated by reference as though fully set forth herein, the Sports and
24 Entertainment Complex Design Guidelines and Infrastructure Plan (SEC
25 Development Guidelines) is consistent with the Inglewood General Plan, the
26 Industrial land use designation, and the Inglewood International Business
27 Park Specific Plan, as each is proposed to be amended.

28

1 5. An EIR has been prepared for the Project, including the proposed
2 Sports and Entertainment Complex Design Guidelines and Infrastructure
3 Plan (SEC Development Guidelines), and must be certified by the City Council
4 prior to final approval of these Sports and Entertainment Complex Design
5 Guidelines and Infrastructure Plan (SEC Development Guidelines). The
6 Planning Commission has recommended that the City Council certify the EIR
7 and adopt CEQA Findings including a Statement of Overriding Considerations
8 for significant and unavoidable impacts of the Project that would remain even
9 with implementation of feasible mitigation measures specified in the EIR, and
10 MMRP for the Project in accordance with CEQA as provided in Planning
11 Commission Resolution No. ____ (EIR Certification Resolution).

12 **SECTION 3.**

13 BE IT FURTHER RESOLVED, that pursuant to the foregoing recitations
14 and findings the Planning Commission of the City of Inglewood, California, hereby
15 recommends that the City Council approve and adopt the Sports and
16 Entertainment Complex Design Guidelines and Infrastructure Plan (SEC
17 Development Guidelines) in the form attached to this Resolution as Exhibit B.

18 BE IT FURTHER RESOLVED, that the Secretary of the Planning
19 Commission is hereby instructed to forward a certified copy of this Resolution to
20 the Project Sponsor and to the City Council as a report, with the findings and
21 recommendations of the Planning Commission pertaining to the Sports and
22 Entertainment Complex Design Guidelines and Infrastructure Plan (SEC
23 Development Guidelines) attached hereto as Exhibit B and to forward a certified
24 copy of all related files, data and instruments.

25 //

26 //

27 //

28 //

1 BE IT FURTHER RESOLVED, this Resolution, a recommendation to the
2 City Council to approve the Draft Sports and Entertainment Complex Design
3 Guidelines and Infrastructure Plan (SEC Development Guidelines) is passed,
4 approved and adopted this 17th day of June 2020.

5
6
7
8

Larry Springs, Chairperson
9 **City Planning Commission**
Inglewood, California

10 **ATTEST:**

11
12

Evangeline Lane, Secretary
13 **City Planning Commission**
14 **Inglewood, California**

Exhibit A
Subject Site

Exhibit A

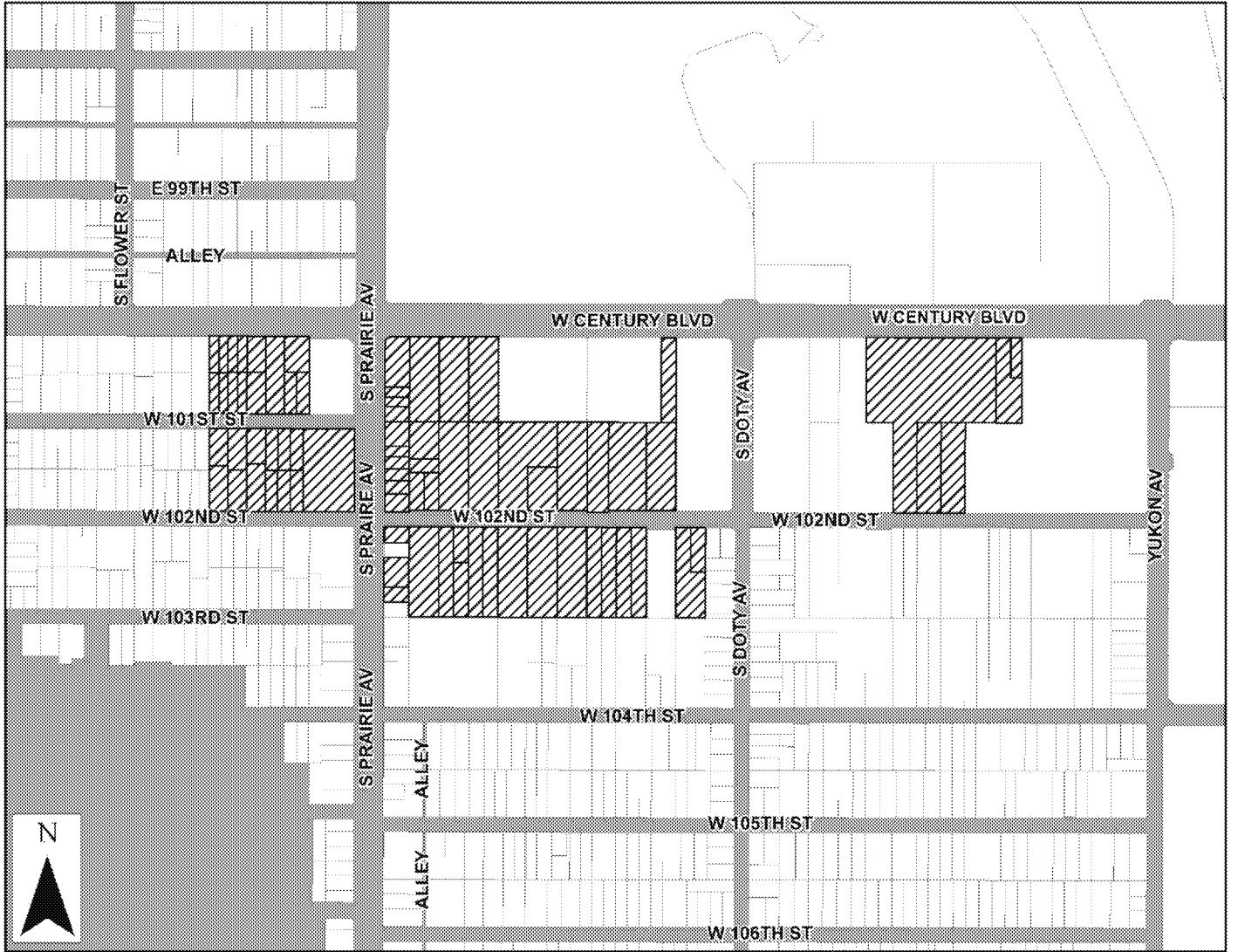


Exhibit B
Sports and Entertainment Complex Design Guidelines and Infrastructure Plan

Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines)

PART 1 IMPLEMENTATION AND ADMINISTRATION Section 1 Introduction

The Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (the "SEC Development Guidelines") provide the framework for design review for the development of the Sports and Entertainment Complex, as defined in the Sports and Entertainment Overlay Zone (the "SE Overlay Zone"), adopted by Ordinance No. _____, and as established in Article 17.5 of the Inglewood Municipal Code ("IMC"), and for review of the infrastructure improvements required to serve the Sports and Entertainment Complex ("Infrastructure"), within the SE Overlay Zone and right-of-way in the vicinity. The Sports and Entertainment Complex and associated Infrastructure shall be developed in accordance with and within the limitations established in these SEC Development Guidelines.

1.1 Organization and Content

The SEC Development Guidelines consists of three Parts.

Part I establishes the processes and procedures to implement the SEC Development Guidelines, including application requirements, review process, and modification processes, applicable to both the SEC Design Guidelines (Part II) and the SEC Infrastructure Plan (Part III).

Part II contains the SEC Design Guidelines. The SEC Design Guidelines establish both required development standards, and other design guidelines and design options for the development of a Sports and Entertainment Complex within the SE Overlay Zone.

Part III contains the SEC Infrastructure Plan. The SEC Infrastructure Plan describes the Infrastructure improvements (wet and dry utilities, fire safety and street right of way improvements required to serve the Sports and Entertainment Complex. No other Infrastructure is required except as described in the SEC Infrastructure Plan.

1.2 Applicability

The SE Overlay Zone establishes particular controls that apply to the Spots and Entertainment Complex (Project), in lieu of corresponding or conflicting provisions of the Planning and Zoning Code. The SEC Development Guidelines replace and supersede any corresponding or conflicting provisions of the IMC or City of Inglewood Development Standards and Guidelines or any other corresponding or conflicting design, development or infrastructure standards adopted by the City of Inglewood. In the case of a conflict between the applicable rules governing development in the Inglewood Municipal Code and the spirit, intent, or requirements of the SE Overlay Zone or the SEC Development Guidelines, the SE Overlay Zone and the SEC Development Guidelines shall control. In the event of a conflict between the SE

Overlay Zone and the SEC Development Guidelines, the SEC Development Guidelines shall control. In the case of regulations for which the Design Guidelines are silent, the IMC regulations shall apply.

The SEC Development Guidelines are to be read and applied in conjunction with and implement the Project Approvals (as defined in the Development Agreement By and Between The City of Inglewood and Murphy's Bowl LLC, adopted by Ordinance No. ____, the "Development Agreement"), including the SE Overlay Zone and the Basic Site Plan Drawings for the Sports and Entertainment Complex ("Basic Site Plan Drawings"), attached as Attachment 6 to the Disposition and Development Agreement ("DDA"), approved pursuant to Resolution No. _____. The Project Approvals, including the applicable provisions of the Mitigation Monitoring and Reporting Plan (the "IBEC MMRP"), adopted as part of the Project Approvals, control over conflicting provisions in the SEC Development Guidelines.

1.3 Interpretation

References herein to the Code or Planning and Zoning Code include the controls established under the SE Overlay Zone. The SEC Development Guidelines implement those controls with more detailed design standards and guidelines.

The Basic Site Plan Drawings were prepared by the Developer and approved by the City with the DDA. The City has determined that the Basic Site Plan Drawings conform to the requirements of the Project Approvals, including the SEC Development Guidelines.

Where noted, graphics, figures, and photographs provided in this document are conceptual and should be considered guidance to meet the intent of the SEC Development Guidelines. As the design process is iterative, changing and complex by nature, the guideline drawings leave room for necessary architectural creativity, flexibility and design evolution. This flexibility is structured, but not prescribed. Accordingly, actual design of the Sports and Entertainment Complex building/structures, and all supplementary treatments may be different from the images provided in the SEC Development Guidelines where not materially inconsistent with the Project Approvals, the Basic Site Plan Drawings, the SEC Development Guidelines or previously obtained Subsequent Approvals (as defined the Development Agreement). Variations of specific design conditions or features, where proposed by Developer, may be considered where they provide an equal or higher level of design quality as determined by the Economic and Community Development Director or Public Works Department Director, as applicable.

Required standards in the SEC Development Guidelines are preceded by the words such as "must" "shall" or identified as "prohibited". SEC Development that are more subjective, and set forth general design intent, design expectations, and are considered to be generally preferred, encouraged or discouraged features, are preceded by the words such as "should" "encouraged", "preferred", "recommended", or "appropriate". Inclusion in these elements in the design is considered voluntary. The design should consider such guidelines in good faith, recognizing that achieving consistency with many (though not all) such encouraged guidelines may be subjective or subject to external conditions or factors, or may be achieved through a variety of strategies. Items that include one or more criteria or elements that are qualified with the words "discouraged", "inappropriate" or "should not" be included, are acceptable if they are not materially inconsistent with the Project Approvals. Other design elements that are considered to be allowed, but not specifically encouraged or discouraged, are preceded by the word "may" or identified as "allowed" or "allowable". Accordingly, specific treatments, materials, or design details may vary from the SEC Development Guidelines where the standards of the SE Overlay Zone and

the intent of the SEC Development Guidelines are met. Design options have been provided to allow for a range of solutions that meet the larger vision of the Project and should be used as reference for the design intent specified in the caption or section.

1.4 Consultation

During the preparation of any materials to be submitted to the City under these SEC Development Guidelines as set forth below, the City and Developer shall, at the request of and as deemed necessary by the City, hold regular progress meetings to coordinate the preparation of, submission to, and review of the application by the City. The City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any application to the City can receive prompt and speedy consideration.

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Section 2 SEC Design Review

Compliance with Part II of the SEC Development Guidelines, the SEC Design Guidelines, shall be achieved through the SEC Design Review process set forth in this Section.

2.1 SEC Design Review

The SEC Design Review process shall assure that development of a Sports and Entertainment Complex within the SE Overlay Zone is not materially inconsistent with the intent, policies and requirements of, the Project Approvals, including the SE Overlay Zone, the SEC Design Guidelines and the Basic Site Plan Drawings, recognizing that the SEC Design Guidelines provide for the further evolution of the Project Design in accordance herewith.

2.1.1 Authority

SEC Design Review shall be conducted by the Director of the City of Inglewood Economic and Community Development Department (the "Director").

2.1.2 SEC Design Review Required

SEC Design Review and approval pursuant to the SEC Design Guidelines shall be required prior to the issuance of a building permit for the construction of any Sports and Entertainment Complex structure, facility, fence, wall, or installation of any sign.

SEC Design Review is not required for the repair or replacement with the same or comparable type of structure element or material to any portion of an existing building, or the installation of interior partition within an existing building provided that there is no concurrent exterior alternation, building enlargement, or increase in parking needs.

2.2 SEC Design Review Application

2.2.1 Application Requirements

(A) An application for SEC Design Review shall include the following SEC Design Drawings, as applicable:

- (i) Design drawings, which shall include: Architectural drawings, drawn to scale, including site plan, floor plans, all elevations of the proposed structures as they will appear upon completion, roof plan, sections, and landscape/hardscape plan. The drawings shall include a well-defined architectural concept, showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions), pedestrian circulation, and architectural character.

- (ii) Landscape plans, drawn to scale, showing the location and design of landscaped areas and the varieties and sizes of plant materials to be planted therein, and other landscape features.

- (iii) Scale drawings of all signs and graphic displays showing the sign type, size, location, material, colors, and illumination, if any, total signage area, and any other information necessary to demonstrate compliance with the SE Overlay Zone or the SEC Design Guidelines.
 - (iv) A completed SEC Design Review Checklist, in the format described in Section 2.2.2.
- (B) The Director may reasonably request additional information if necessary to determine that proposed development is not materially inconsistent with the SEC Design Guidelines and other Project Approvals or may authorize omission of any generally required materials if they are not necessary to the purpose or scope of the particular SEC Design Review.
- (C) All application materials shall be filed in duplicate, with an electronic copy provided in the format requested by the City.

2.2.2 SEC Design Review Checklists

The SEC Design Review Checklists for each section specify how the SEC Design Drawings respond to where applicable SEC Design Guidelines are identified as either required, encouraged, or where design options or considerations are permitted or allowed.

SEC Design Review Checklists for each section of the SEC Design Guidelines are attached to the SEC Development Guidelines as Appendix A. The items on the checklist may be modified, augmented, or omitted, or the format of the checklist may be modified, to improve the SEC Design Review process, on initiation of the Director in consultation with the Developer, or by Developer submitting proposed changes to the Director for review and approval.

2.3 SEC Design Review Process

2.3.1 Review

The Director, or designee, shall review any SEC Design Review request (or resubmitted request) and shall make a determination of whether the application is complete within ten (10) City business days after the date an application is submitted. If no determination of completeness or incompleteness is made within said 10-day period, the application shall be deemed complete.

2.3.2 Approval

The Director shall review and approve or approve with required modifications an application for SEC Design Review within fifteen (15) City business days of notice of submittal of a complete application, or the date the application is deemed complete as provided above.

The Director's review shall be limited to a determination that the SEC Design Drawings are not materially inconsistent with the Project Approvals, including the SE Overlay Zoning, the SEC Design Guidelines and Basic Site Plan Drawings, any Developer proposed and approved changes to the Project Approvals or SEC Design Guidelines, or previously approved SEC Design Drawings

or other previously approved Subsequent Approvals (as defined in the Development Agreement).

No other City of Inglewood permits or approvals shall be required other than final grading, building and improvement permits or as may be required under the IBEC MMRP.

2.3.3 Disapproval

Any design review disapproval of the SEC Design Drawings shall state in writing with specificity the reasons for disapproval and any changes which the Director requests to be made. Such reasons and such changes must be consistent with the Approvals (as defined in the Development Agreement), including the SE Overlay Zoning and these SEC Design Guidelines, and such approval shall not be withheld if such changes logically evolve from the Basic Site Plan Drawings or any previously approved SEC Design Drawings or previously approved Subsequent Approvals. Developer, upon receipt of a disapproval based upon powers reserved by the Director hereunder, shall revise and resubmit the SEC Design Drawings to the City consistent with the overall Schedule of Performance, Attachment 4 to the DDA.

2.3.4 Appeals

In the event the Developer does not concur with the disapproval of the SEC Design Drawings, or a condition imposed upon the approval of the SEC Design Drawings, the Developer may appeal the determination, interpretation or condition, by filing a written notification of appeal with the Director. The City Council shall consider the appeal at its next regular meeting held not less than thirty (30) calendar days after the filing of the appeal.

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Section 3 SEC Infrastructure Review

Compliance of Infrastructure improvement plans ("SEC Improvement Plans") with the SEC Infrastructure Plan, Part III of this SEC Development Guidelines, shall be achieved through the SEC Infrastructure Improvement Plans review process set forth in this Section.

3.1 Infrastructure Plan Review

The City shall approve the SEC Improvement Plans that are not materially inconsistent with the SEC Infrastructure Plan. No Infrastructure improvements shall be required in addition to or that are inconsistent with those described in the SEC Infrastructure Plan.

3.1.1 Authority

Review and approval of SEC Improvement Plans under the SEC Infrastructure Plan shall be conducted by the City of Inglewood Department of Public Works Director and/or the Director, as appropriate to their applicable jurisdiction.

3.2 SEC Infrastructure Plan Application

3.2.1 Application Requirements

An application for SEC Infrastructure Plan review shall include the following:

- (A) SEC Improvement Plans drawings.
- (B) The Department of Public Works Director (or the Director, if applicable) may reasonably request additional information if necessary to determine that proposed development is not materially inconsistent with the SEC Infrastructure Plan and Project Approvals, including previously approved SEC Improvement Plans or previously approved Subsequent Approvals, or may authorize omission of any generally required materials if they are not necessary.
- (C) All application materials shall be filed in duplicate, with an electronic copy provided in the format requested by the City.

3.3 SEC Infrastructure Plan Review Process

3.3.1 Application and Completeness

The Public Works Director (and/or the Director, if applicable) shall review any application or submittal for review of SEC Improvement Plans, submitted under the SEC Infrastructure Plan, and shall determine whether the application is complete within ten (10) City business days after the date an application is submitted. If no determination of completeness or incompleteness is made within said 10-day period the application shall be deemed complete.

3.3.2 Review and Approval

The Director of Public Works (and/or the Director, if applicable) shall review and approve submittals of SEC Improvement Plans within twenty (20) City business days of notice of submittal of a complete application, or the date the application is deemed complete as provided above unless the Director of Public Works (or the Director, if applicable) determines that the SEC Improvement Plans or other materials are materially inconsistent with the Project Approvals, including the SEC Infrastructure Plan and Basic Site Plan Drawings, proposed and approved changes to the Project Approvals, including to the SEC Infrastructure Plan, or previously approved SEC Improvement Plans or other Subsequent Approvals. No public hearing shall be required in connection with the Director of Public Works' review and determination.

3.3.3 Disapproval

Any disapproval shall state in writing with specificity the reasons for disapproval and any changes which the Director of Public Works (or Director, if applicable) requests to be made. Such reasons and such changes must be consistent with the Project Approvals, including the SEC Infrastructure Plan and shall not be withheld if such changes logically evolve from the Basic Site Plan Drawings or any previously approved SEC Improvement Plans or other previously approved Subsequent Approvals.

Section 4 Amendment and Modification

4.1 Revisions to SEC Design Drawings or SEC Improvement Plans

4.1.1 Revisions to approved SEC Design Drawings or SEC Improvement Plans

Revisions to the SEC Design Drawings or to SEC Improvement Plans may be requested by the Developer and shall be reviewed and approved in the same manner as the approved SEC Design Drawings and SEC Improvement Plans. Amendments to SEC Design Drawings and SEC Improvement Plans that are not materially inconsistent with the SEC Design Guidelines or SEC Infrastructure Plan, as applicable, or other Project Approvals, including any previously approved amendments thereto, shall not require an amendment to the SEC Development Guidelines.

4.1.2 Amendments to SEC Design Guidelines and SEC Infrastructure Plan

The Developer may desire to further specify, modify, or expand the plans described in the SEC Design Guidelines or SEC Infrastructure Plan, after their adoption, based upon more precise planning, changes in market demand, and other factors. In such event, the City shall cooperate with Developer to expeditiously review and take final action on such requested changes consistent with the Approvals as defined in the Development Agreement, including the SE Overlay Zone.

4.1.3 Substantive Amendment

A "Substantive Amendment" means any proposed change to the SEC Design Guidelines or SEC Infrastructure Plan that would substantially alter the rights, benefits or requirements of the Project Approvals or substantially alter the maximum height, intensity of use, bulk or size of the Sports and Entertainment Complex.

A Substantive Amendment to the SEC Design Guidelines shall be approved by the City Council after review and recommendation by the Director. The Director shall seek the review and recommendation of the Director of Public Works prior to submitting a SEC Infrastructure Plan amendment to the City Council.

4.1.4 Minor Amendment

A "Minor Amendment" is any amendment other than a Substantive Amendment, provided that the Director (or Director of Public Works as to a Minor Amendment to the SEC Infrastructure Plan) finds that, on the basis of substantial evidence, there are practical reasons or benefits of improved design which justify the prescribed changes, the changes, including any conditions to such amendment, are substantially equivalent to, more effective than, will provide substantially equal or greater benefit to the Project, or will expand on the intent of the SEC Development Guidelines, and will not cause harm or prejudice to adjacent properties, and is not otherwise in conflict with the objectives or intent of the SEC Design Guidelines or SEC Infrastructure Plan, as applicable.

A Minor Amendment to the SEC Design Guidelines shall be approved by the Director without a public hearing. A Minor Amendment to the SEC Infrastructure Plan shall be approved by the Director of Public Works, without a public hearing.

A proposed minor amendment to the SEC Design Guidelines, or proposed minor amendment to the SEC Infrastructure Plan shall be expeditiously reviewed and approved by the Director within ten (10) City business days of filing. A determination by the Director with respect to a proposed Minor Amendment may be appealed by the Developer to the City Council.

With regards to any change that is approved by City, the references in the SEC Development Guidelines shall be deemed to refer to the SEC Development Guidelines as so changed.

A Substantive Amendment to this Part I of the SEC Development Guidelines shall be approved by the City Council on recommendation of the Director. A Minor Amendment to this Part I may be approved by the Director without a public hearing.

4.2 Cooperation

If any revisions or corrections to the SEC Design Guidelines, or to SEC Design Drawings or to the SEC Infrastructure Plan or SEC Improvement Plans reviewed or approved by the City, shall be required to conform to the requirements of any other government official, agency, department, or bureau having jurisdiction over the development of the Sports and Entertainment Complex or required SEC Infrastructure, or portion thereof, Developer and the City shall cooperate in efforts to (i) revise or correct the SEC Design Guidelines or SEC Infrastructure Plan, or the applicable SEC Design Drawings or SEC Improvement Plans, in order to comply with the required revision or correction of such government official, agency, department, or bureau, (ii) obtain a waiver of such requirements, or (iii) to develop a mutually acceptable alternative. Any such changes shall not be materially inconsistent with the Project Approvals, including the SE Overlay Zone and Basic Site Plan Drawings, and previously approved Subsequent Approvals, unless Developer, in the exercise of its sole discretion, otherwise agrees.

PART 2
Section 1

SEC DESIGN GUIDELINES
Site Design and Features

1.1 Setbacks

- DG-1.1.1 The minimum building setbacks for Sports and Entertainment Complex buildings shall not be less than the setbacks shown in *Figure 1.1 Minimum Building Setbacks*. Setbacks shall be measured from the subject property line.
- DG-1.1.2 The following uses, structures, or facilities are allowed in any minimum building setback areas.
- (A) Driveways, alleyways, private streets, or similar vehicle circulation or access areas.
 - (B) Sidewalks and pedestrian circulation areas and facilities.
 - (C) Sound walls, privacy walls, security walls, screening, and similar features.
 - (D) Landscaping.
 - (E) Signage and graphic displays.
 - (F) Public art.

1.2 Development Limitations

- DG-1.2.1 A Sports and Entertainment Complex permitted pursuant to Ch. 12, Article 17.5 of the Inglewood Municipal Code shall not exceed the aggregate development for each use type set forth in *Table 1.2 SE Overlay Zone Development Limitations*.

Table 1.2 SE Overlay Zone Development Limitations	
Use Type	Maximum Aggregate Development
Sports and Entertainment Complex	
Event Center	
Arena	18,500 Seats (fixed or temporary)
Professional Office	71,000 SF
Medical Office or Clinic	25,000 SF
Athletic Practice and Training Facility	85,000 SF
Event Center Supporting	
Retail, Dining, and Community-Serving	63,000 SF

1.3 Walls and Fences

For the purposes of these SEC Design Guidelines, the term 'walls and fences' includes the following, other than temporary fencing or walls:

- Security walls or barriers
- Permanent sound walls or sound barriers
- Retaining walls
- Fences or fencing
- Bollards
- Security gates or fencing
- Permanent crowd management gating or barriers
- Other fences, gates, or gate-like security features
- Walls around parking facilities

A separate permit, other than SEC Design Review, shall not be required for the construction of any wall or fence that is in accordance with these SE Design Guidelines.

Any fences, walls, or gates associated with a pedestrian bridge and located within the Right-of-Way shall be considered an integral part of the bridge and shall not be subject to this section.

DG-1.3.1 Walls and fences may be included to buffer and enhance the appearance of development as well as provide security, privacy, sound reduction, or screening, as shown in *Figure 1.3 Fences and Walls*.

DG-1.3.2 The materials, colors, and appearance of walls or fences shall be consistent with or complementary to the architecture and overall design of adjacent structures. All walls and fences shall be treated with anti-graffiti coating. Chain link fencing is prohibited if located within twenty (20) feet of any public street or public space.

DG-1.3.3 Walls or fences viewable from the public right-of-way shall be enhanced with vegetation, public art, aesthetic or architectural treatments.

DG-1.3.4 The height of any wall or fence shall meet the following:

- (A) Walls and fences that provide security for the Event Center Structure shall not exceed 10 feet in height.
- (B) Walls and fences provided to screen equipment or other facilities may extend 2 feet higher than the equipment or other facility for which the wall provides screening, but shall not exceed 8 feet in height, except as provided in (C) below.
- (C) All walls and fences, other than sound walls or sound barriers or walls and fences that provide security for the Event Center Structure, shall not exceed 6 feet in height where located within 20 feet of West Century Boulevard or South Prairie Avenue and shall not exceed 8 feet in height where located more than 20 feet from West Century Boulevard or South Prairie Avenue.
- (D) The height of sound walls or sound barriers shall comply with Section 5.6 of these SEC Design Guidelines.

- (E) Open-work guard rail located on top of a wall shall not exceed 42 inches above the maximum height of the wall.
- DG-1.3.5 Security walls or fences should incorporate the following:
- (A) Security walls or fences should be constructed of sturdy materials, such as concrete masonry units (CMU) or bricks, treated wood or recycled plastic, or similar materials.
 - (B) Metal fences may be used if consistent with the design of adjacent buildings or in areas not primarily viewed from public gathering spaces or from West Century Boulevard or South Prairie Avenue.
 - (C) Bollards to provide a protective barrier and visual markers to enhance pedestrian safety should be constructed of sturdy materials including recycled plastic, steel, and concrete as well as stainless steel pipe guards, and should use highly visible colors.
 - (D) Security fences and gates may be comprised of independent free standing metallic construction that complements the design of adjacent architectural construction.
- DG-1.3.6 Temporary fencing (including chain link, wood, safety barricade, or other similar temporary fencing structure) may be used for temporary events, special events, crowd management, safety hazard, or construction provided such temporary fencing shall be removed following the related event or safety hazard. Temporary fencing shall not be subject to height limits.
- DG-1.3.7 No fence or wall shall incorporate barbed wire or other sharp or protruding objects.

1.4 Grading and Drainage

Building foundation grading or excavation is included with the building permit. Grading permits for the following shall not be not required if submitted in conjunction with a related building permit:

- Excavation, not for a building foundation, in excess of 2 feet in depth for the purpose of Low Impact Design or landscaping.
- Fill, in excess of three feet in depth, not for a building foundation for the purpose of Low Impact Design.

DG-1.4.1 The intent of shaping the ground plane and enabling slopes may include creating interest and variation and may be purely aesthetic, to screen views or create new land forms.

DG-1.4.2 Slopes should incorporate the following considerations:

- (A) Slopes under 1% do not drain well unless they are paved and carefully finished.
- (B) Slopes under 4% appear flat and are usable for all kinds of intense activity.
- (C) Slopes between 4 and 10% appear as easy grades and are suitable for practically any use.
- (D) Slopes over 8% are not suitable for handicapped access.

- (E) Slopes over 10% appear steep and require noticeable effort to climb or to descend and are a desirable maximum for service driveways and parking areas.
 - (F) Slopes over 25% are too steep for lawns and power mowing.
 - (G) Slopes over 50% cannot be protected from erosion from heavy rains except by terracing.
- DG-1.4.3 The resulting ground surface after grading shall have positive drainage throughout, without any isolated depressions. Paved areas shall not drain across public sidewalks.
- DG-1.4.4 All property should be graded to prevent surface water from draining onto neighboring properties.
- DG-1.4.5 No driveways or ramps shall have a grade greater than 15%, except as follows:
- (A) Grade may be increased to 25% if any portion having a grade greater than 20% does not exceed 25 feet in length.
 - (B) Any grade change in a driveway in excess of 15% shall have a minimum 10 feet transition section which divides the grade change into equal parts.

Section 2 Design Elements

2.1 Massing and Scale

- DG-2.1.1 Building design should incorporate physical transitions and/or setbacks from the Event Center structure to adjacent properties and to frontages along West Century Boulevard and South Prairie Avenue.
- DG-2.1.2 Building massing should reinforce the street wall with well-scaled elements or structures that are sensitive to the neighborhood context.
- DG-2.1.3 Building design should provide definition to a pedestrian scale environment through active frontages that provide transparency and physical connectivity to activities within the buildings and promote an attractive and lively environment for walking.
- DG-2.1.4 Structures should include pedestrian scale elements such as arcades, colonnades, awnings, or structural projections that reduce the perceived scale of the building.
- DG-2.1.5 Building design of Event Center Supporting Structures should break down large floor plates and vary a building's height through the creation of smaller facades or through sculptural and elegant forms that are attractive and compatible with the sports entertainment aspect of the site.
- DG-2.1.6 Building design of Event Center Supporting Structures and Infrastructure and Ancillary Structures should incorporate variety in massing to create visual interest and textures of shadow, light and materials.
- DG-2.1.7 All building elevations should be considered and integrated into the overall design, and the side and rear facades of a building should be treated with sensitivity to adjacent uses.

The conceptual site design shown in *Figure 2.1 Massing Concept* provides an illustrative example compatible with these design guidelines.

2.2 Height

- DG-2.2.1 The height of all Sports and Entertainment Complex structures shall conform to *Figure 2.2 Sports and Entertainment Complex Height*.

2.3 Frontage and Orientation

- DG-2.3.1 Building frontages that are adjacent to the public right-of-way or gathering spaces shall have active frontages that have physical and/or visual connectivity, as shown in *Figure 2.3 Frontages*. Active frontages may include architectural elements or treatments, lighting, signage that includes motion, and similar active features.
- DG-2.3.2 Building frontages should include aesthetic treatments, as shown in *Figure 2.3 Frontages*. Aesthetic treatments may include art, including public art, media, murals, static image signs, or other aesthetic or visually interesting treatments.

- DG-2.3.3 Primary public entrances and primary elevations should be oriented toward West Century Boulevard and/or South Prairie Avenue.
- DG-2.3.4 Secondary or supplemental access to pedestrian areas or structures may be provided.
- DG-2.3.5 Doors, windows, and other openings of Event Center Supporting Structures should be designed to support a dynamic, modern entertainment experience with a high ratio of glazing to wall area facing pedestrian walkways and plaza spaces.
- DG-2.3.6 Functional loading areas, storage areas, and mechanical equipment should be accessed from internal site access roads.
- DG-2.3.7 Landscape buffers, screening walls, green screens, or other transition features shall be provided between Sports and Entertainment Complex structures and adjacent residential uses where feasible considering site conditions.
- DG-2.3.8 Landscape buffers, screening walls, green screens, or other transition features should be provided between Sports and Entertainment Complex structures and all other non-residential adjacent uses where feasible considering site conditions.

2.4 Roofline and Profile

- DG-2.4.1 Roofs and upper level floors visible from West Century Boulevard should establish a coherent skyline that provides order, elegance and visual interest.
- DG-2.4.2 Roofline and profile design should reflect of the overall design aesthetic of the site.
- DG-2.4.3 Roofline elements including parapet walls should be developed along all elevations that can be viewed from a publicly accessible pedestrian sidewalk or walkway.
- DG-2.4.4 Roof elements may consider both solid as well as other forms such as creative structural frames, trellises, pergolas or other features that are well articulated and compatible with other building design elements.

Illustrative examples of roofline and profile design options compatible with these design guidelines are provided in *Figure 2.4 Roofline and Profile*.

2.5 Materials and Colors

- DG-2.5.1 The material palette for buildings should provide variety and reinforce massing and changes in the horizontal or vertical plane.
- DG-2.5.2 The color palette for buildings should reinforce project site identity and complement changes in the horizontal or vertical plane.
- DG-2.5.3 Exterior materials, textures and colors should be coordinated to express an intentional architectural theme.
- DG-2.5.4 All exterior materials and colors should be durable and should not readily deteriorate or fade from exposure to the elements.
- DG-2.5.5 Low-quality materials such as stucco, plaster, and exterior insulation and finish systems (EIFS) shall not be used at the ground-floor along any public streets, alleys, or public amenity spaces.

DG-2.5.6 Colors and materials utilized for paving and exterior building surfaces shall not produce excessive reflected glare from the sun (e.g., mirrored glass or surfaces).

Illustrative examples of materials and color design options compatible with these design guidelines are provided in *Figure 2.5.1 Building Materials and Treatments* and *Figure 2.5.2 Glass Facades*.

2.6 Equipment and Screening

DG-2.6.1 Screening may be accomplished through walls, landscaping, or a combination of walls and landscaping, using materials that relate to the overall design or elements of the Sports and Entertainment Complex.

DG-2.6.2 Utilities and service areas and equipment, mechanical equipment, ducting, meters or other appurtenances and storage areas at the ground level shall be screened from public right-of-way views and adjacent uses where feasible considering site conditions.

DG-2.6.3 Screening or higher parapet walls may be used to integrate mechanical equipment, ducting, meters, or other appurtenances above the ground level.

DG-2.6.4 Areas used for storage, sorting, or loading of refuse and recyclable materials and related equipment shall be enclosed and screened, and meet the following:

- (A) The height of refuse and recycling enclosures shall be no less than five feet and sufficient to conceal the contents of the enclosure, including containers, with gates equal to the enclosure height.
- (B) Enclosures shall be constructed of masonry, decorative block, or similar materials of a texture and color that blends with the overall design or adjacent building.
- (C) Enclosures shall be constructed with an impermeable floor sloped to drain and designed so that it can be washed out and kept in a sanitary condition.
- (D) The recycling and refuse enclosure or loading area shall be located in an area accessible to a collection vehicle.

DG-2.6.5 Use of chain link fencing for anti-scaling and withstanding wind may be appropriate, but avoided where visible from public spaces or within ten feet of the public right-of-way along West Century Boulevard or South Prairie Avenue.

Illustrative examples of screening design options compatible with these design guidelines are provided in *Figure 2.6 Screening*.

2.7 Pedestrian Bridges

DG-2.7.1 Pedestrian bridges over public right-of-way may be provided to enable pedestrian access the Sports and Entertainment Complex.

DG-2.7.2 Pedestrian bridges shall be designed to provide a minimum vertical clearance of 17 feet above the vehicular right of way from the lowest point of the bridge or meet the requirements identified by Section 309.2(2) of the Caltrans Highway Design Manual.

DG-2.7.3 Pedestrian bridges shall be designed to provide a minimum of 20 feet in width to accommodate the pedestrian flows and provide an ADA-compliant walkway.

- DG-2.7.4 Protective screening in the form of fence-type railings shall be installed on any pedestrian bridge.
- DG-2.7.5 Pedestrian bridges should be architecturally integrated with the design of the structures or elements at bridge termination points and provide visual connections to adjacent buildings and interesting visual terminations.
- DG-2.7.6 Lighting should be provided at the pedestrian level for safety and security, and exterior lighting should be provided under and adjacent to the pedestrian bridge for safety and visibility by all transportation modes.
- DG-2.7.7 Pedestrian bridges may incorporate streetscape enhancements where they meet public right-of-way, which could include sidewalk treatments, enhanced landscaping, and streetscape elements.

Illustrative examples of design options for pedestrian bridges compatible with these design guidelines are provided in *Figure 2.7 Pedestrian Bridges*.

Section 3 Landscape Elements

3.1 Landscape Design

- DG-3.1.1 All areas within the Sports and Entertainment Complex sites not covered by buildings or structures, enclosed for storage, or circulation elements such as driveways or parking or loading areas shall be incorporated into a holistic landscape design as Primary Landscape Areas or Secondary Landscape Areas as shown in *Figure 3.1 Landscape Design Areas*.
- DG-3.1.2 The landscape design should incorporate landscaped areas and plant materials, open space, and hardscape with exterior lighting, signage and graphics, walls and fences, and pedestrian pathways in a manner that complements adjacent building design and materials and the overall design of the Sports and Entertainment Complex.
- DG-3.1.3 The landscape design should use a combination of treatments, features and elements, such as raised landforms, hardscaping, trees, shrubs, planters, and groundcover to enhance the appearance and pedestrian experience of the site.

3.2 Primary Landscape Areas

- DG-3.2.1 Primary Landscape Areas should be composed of a mix of open space, landscaping, and hardscape elements that integrate with and compliment the architecture of structures and creates a sense of place that supports the overall design of the Sports and Entertainment Complex.
- DG-3.2.2 Primary Landscape Areas should incorporate open space areas for pedestrian circulation, seating, eating and dining, and public gathering, recreation, and entertainment.
- DG-3.2.3 The primary open space feature of the Primary Landscaped Area should be a central pedestrian plaza.

3.3 Plaza Design

- DG-3.3.1 Plaza design may include areas designed for public gathering, outdoor dining, recreation, and entertainment.
- DG-3.3.2 Plaza features may include seating, activity space, outdoor stage, amplified sound, public art and sculptural elements, interactive features, trellises and shade structures, and other architectural elements.
- DG-3.3.3 Plaza design should create a strong connection between building forms, public streets and pedestrian pathways. Plaza entrances from the public street should convey a welcoming and not fortress-like presence.
- DG-3.3.4 Plaza design should establish comfortable pedestrian zones highlighted by plazas and connections to the street, pedestrian bridges, and adjacent activity centers.
- DG-3.3.5 Plaza design should provide ample space to allow for free movement of pedestrians to and from the main pedestrian entrances of the Sports and Entertainment Complex site to the Event Center.

3.4 Secondary Landscape Areas

- DG-3.4.1 Secondary Landscape Areas not occupied by structures or equipment should be improved with landscaping or hardscaping consistent with the overall landscape design.
- DG-3.4.2 Secondary Landscape Areas should support the program of adjacent structures or areas, such as the parking structures, service and loading areas, and accessory areas that support the Sports and Entertainment Complex not accessible to the public.
- DG-3.4.3 Secondary Landscape Areas may also act as landscape buffers between parking, loading, and public spaces.
- DG-3.4.4 Secondary Landscape Areas surrounding parking facilities shall be planted with trees at a quantity equivalent to one for each thirty lineal feet of street frontage as well as suitable shrubs, groundcover, and berms.

3.5 Plant Materials and Irrigation

- DG-3.5.1 Species in planted landscaped areas shall incorporate the following considerations:
 - (A) Selected plant species shall reflect a preference for native, drought tolerant or drought resistant plants.
 - (B) All plant material shall be installed in a healthy, vigorous condition typical to the species.
 - (C) Selection of specific plant materials shall be informed by soil, water, and sun conditions and other factors.
- DG-3.5.2 The landscape design should incorporate the following size and spacing considerations:
 - (A) Trees should be planted proportional to the landscaped area and may be planted in groups.
 - (B) Minimum size of tree plantings shall be 24-inch box.
 - (C) Tree wells should be 4 feet by 4 feet unless conditions require alternative dimensions.
 - (D) Shrubs planted to serve as a hedge or screen should be minimum 5-gallon size and planted with 2 to 4 feet spacing, depending on the plant species.
 - (E) Shrubs planted to serve as groundcover should be minimum one-gallon and planted at 18 to 24 inches on center. Depending on the plant material, other plants serving as groundcover should be generally spaced at a maximum of 6 to 8 inches on center when smaller than one-gallon size plants are used.
 - (F) Trees should be planted at a quantity approximate to one tree for each 200 square feet of landscaped area when the site can accommodate such.
- DG-3.5.3 Street trees shall not be required or planted in areas where such trees would interfere with anticipated pedestrian flows.

- DG-3.5.4 All planted areas including parkways shall be watered by an irrigation system with automatic controls that meets the California Model Water Efficiency guidelines outlined by CalGreen.
- DG-3.5.5 Landscaping shall be maintained in a neat and healthy condition, including proper trimming or mowing, weeding, removal of litter, fertilizing, regular watering and replacement of diseased or dead plants.

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Section 4 Signage and Graphics

4.1 Definitions

The following definitions shall apply to signs within the Sports and Entertainment Complex:

DG-4.1.1 Sign Type

- (A) **Aerial View Sign.** A sign that is attached to, applied or erected on, or integrated into the roof surface of a structure, meaning any portion of a structure that is within 30 degrees of horizontal, intended to be viewed primarily from the sky.
- (B) **Façade Sign.** Any sign attached to, painted on, erected against, suspended from, or projected onto any façade or projection from a façade of a building or structure, which may project from or be parallel to the façade. A façade sign may include a Wall Sign, Projecting Sign, or Mural Wall Sign, as defined by Ch. 12, Article 23, Section 12-69.
- (C) **Free-standing Sign.** A sign that is not attached to, supported by, or projected onto a building or structure, which may include a Monument Sign or a Pole Sign as defined by Ch. 12, Article 23, Section 12-69 of the Inglewood Municipal Code, or signs integrated into sculptural elements, except a Tower Sign.
- (D) **Kiosk Sign.** A pedestrian-scale freestanding or façade sign that is intended to provide information to employees, patrons, and the public.
- (E) **Perimeter Sign.** A free-standing monument or pylon sign located near a site access point from the public right-of-way.
- (F) **Tower Sign.** A sign that is attached to, painted on, or projected onto a tower-like structure primarily erected for the display of signage.

DG-4.1.2 Display Type

- (A) **Channel Letter Sign.** A non-digital display comprised of multidimensional individual letters, numbers, figures, and/or an image or images that is attached to or suspended from a building or structure.
- (B) **Digital Display.** A display that exhibits still images or moving 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 may be changed remotely through electronic means.
- (C) **Interactive Display.** A Digital Display or Projected Image with which a human may interact to obtain information or entertainment, including but not limited to touch-screen, voice- or motion-activated technology, or electronic communication.
- (D) **Non-Digital Display.** Any display other than a Digital Display or Interactive Display.

- (E) Projected Image. An image projected onto a wall, façade, screen or other immovable and unchanging surface from a distant electronic device such that the image does not originate from the plane of the surface on which it appears.

DG-4.1.3 Sign Function

- (A) Building Identification Sign. A sign that displays the name or function of a building within the Sports and Entertainment Complex, including the Mark of any Team and/or Sponsor or affiliate.
- (B) Business Identification Sign. A sign that identifies or directs 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 within the Sports and Entertainment Complex.
- (C) Entertainment Sign. A sign that displays live, recorded, full-motion, or broadcast content or static images for purposes of directing attention to or related to an activity, event, business, product, service, profession, commodity, Sponsor, Team, person, institution or any other message. An Entertainment Sign may be an on-site or off-site sign as defined by Ch. 12, Article 23, Section 12-69 of the Inglewood Municipal Code.
- (D) Informational Sign. A sign that displays directional, wayfinding, safety and security, scheduling, and similar types of information to visitors, employees, patrons, or the public.
- (E) Message Sign. A sign that displays a static image or message for purposes of directing attention to an activity, event, business, product, service, profession, commodity, Sponsor, Team, person, institution or any other message. A Message Sign may be an on-site or off-site sign as defined by Ch. 12, Article 23, Section 12-69 of the Inglewood Municipal Code.

DG-4.1.4 Sign Orientation

- (A) Aerial. A sign oriented towards and intended to be viewed primarily from the sky, which may be incidentally viewed from adjacent streets, public rights-of-way, or properties.
- (B) External Primary. A sign oriented towards and intended to be viewed from West Century Boulevard or South Prairie Avenue and public rights-of way, which may be incidentally viewed from other adjacent streets or properties.
- (C) External Secondary. A sign oriented towards and intended to be viewed from a public street other than West Century Boulevard or South Prairie Avenue, which may be incidentally viewed from adjacent properties.
- (D) Internal. A sign oriented towards and intended to be viewed primarily from outdoor pedestrian circulation areas within the Sports and Entertainment Complex site or adjacent public rights-of-way, which may be incidentally viewed from adjoining streets or adjacent properties.

DG-4.1.5 General Definitions

- (A) Sign. Any display, wall, screen, projected image, object, or other material or medium or device primarily used to announce, declare, demonstrate, or display a message and attract the attention of the public on any surface other than the ground. Non-textual and graphic patterns or marks (except those protected by registered trademark) shall not be considered a Sign.
- (B) Mark. The trade name, trademark, service mark, logo, symbol of, and/or slogan or brand tag line synonymous or closely identified with, a Sponsor or Team.
- (C) Sponsor. Any owner, operator, or tenant of the Arena and its affiliates, together with any person or entity sponsoring or otherwise providing goods, services, or support to any owner, operator, event, or tenant of the Arena or its designee pursuant to a sponsorship marketing plan, contract, or agreement (as may be modified from time to time).
- (D) Team. Any professional sports team or franchise that plays the majority of its home games at the Sports and Entertainment Complex on an annual basis.

4.2 Building Identification Signs

- DG-4.2.1 Building identification may be permitted as shown in *Table 4.2 Building Identification Signs, Figure 4.1 Sports and Entertainment Complex Sign Zones*.
- DG-4.2.2 A building identification façade sign may break the plane of the roof of the building on which it appears but shall be exempt from the requirement for a Special Use Permit under 12-75(E).
- DG-4.2.3 The text of any slogan that appears on or is part of a building identification sign as a Mark of a Team or Sponsor shall be smaller in scale than other textual elements of the sign such that the slogan is not the primary focus of the sign.
- DG-4.2.4 There shall be no limit on the number or size of building identification signs within the Sports and Entertainment Complex that conform to *Table 4.2 Building Identification Signs, Figure 4.1 Sports and Entertainment Complex Sign Zones*, and these SEC Design Guidelines.

Table 4.2 Building Identification Signs			
Sign Type	Display Type	Sign Orientation	Location
Aerial View	Non-Digital	Aerial	Zone 1, 4, 5
Façade	Digital	External Primary Internal	Zone 1, 2
Façade	Channel Letter	External Primary External Secondary Internal	Zone 1, 2, 3, 4, 5
Freestanding	Digital	External Primary Internal	Zone 1, 2, 4
Freestanding	Non-Digital	External Primary External Secondary Internal	Zone 1, 2, 3, 4, 5
Tower	Digital Non-Digital	External Primary	Zone 2
Kiosk	Digital Interactive	External Primary External Secondary Internal	Zone 1, 2, 3, 4, 5, 6
Perimeter	Digital Non-Digital	External Primary	Zone 2, 4, 6

4.3 Business Identification Signs

- DG-4.3.1 Business identification signs may be permitted anywhere within the Sports and Entertainment Complex as shown in *Table 4.3 Business Identification Signs* and *Entertainment Signs* and *Figure 4.1 Sports and Entertainment Complex Sign Zones*.
- DG-4.3.2 There shall be no limit on the number or size of business identification signs within the Sports and Entertainment Complex that conform to *Table 4.3 Business Identification Signs*, *Figure 4.1 Sports and Entertainment Complex Sign Zones*, and these SEC Design Guidelines.

Sign Type	Display Type	Sign Orientation	Location
Façade	Digital	Internal	Zone 1, 2, 3
Façade	Non-Digital	External Primary External Secondary Internal	Zone 1, 2, 3
Freestanding	Digital	Internal	Zone 1, 2, 3
Freestanding	Non-Digital	External Primary External Secondary Internal	Zone 1, 2, 3, 4, 5
Kiosk	Digital Interactive	External Primary External Secondary Internal	Zone 1, 2, 3, 4, 5, 6,

4.4 Informational Signs

- DG-4.4.1 Informational signs shall be permitted anywhere within the Sports and Entertainment Complex as shown in *Table 4.4 Informational Signs* and *Figure 4.1 Sports and Entertainment Complex Sign Zones*.
- DG-4.4.2 Informational signs should be used to aid and guide the flow of vehicular and pedestrian traffic through the site and provide information to visitors, employees, and the public about the Sports and Entertainment Complex operations, amenities, safety measures, and similar information.
- DG-4.4.3 There shall be no limit on the number or size of informational signs within the Sports and Entertainment Complex that conform to *Table 4.4 Informational Signs*, *Figure 4.1 Sports and Entertainment Complex Sign Zones*, and these SEC Design Guidelines.

Table 4.4 Informational Signs			
Sign Type	Display Type	Sign Orientation	Location
Façade Freestanding	Non-Digital	External Primary External Secondary Internal	Zone 1, 2, 3, 4, 5, 6
Kiosk	Digital Interactive	External Primary External Secondary Internal	Zone 1, 2, 3, 4, 5, 6,
Perimeter	Digital Non-Digital	External Primary	Zone 2, 4, 6

4.5 Message and Entertainment Signs

- DG-4.5.1 Message Signs and Entertainment Signs may be permitted within the Sports and Entertainment Complex as shown in *Table 4.5 Message and Entertainment Signs* and *Figure 4.1 Sports and Entertainment Complex Sign Zones*.
- DG-4.5.2 There shall be no limit on the number or size of message and entertainment signs within the Sports and Entertainment Complex that conform to *Table 4.5 Message and Entertainment Signs*, *Figure 4.1 Sports and Entertainment Complex Sign Zones*, and these SEC Design Guidelines.

Table 4.5 Message and Entertainment Signs				
Sign Type	Display Type	Sign Function	Sign Orientation	Location
Façade	Digital	Entertainment	External Primary Internal	Zone 1, 2
Façade	Digital	Message	External Primary Internal	Zone 1, 2, 3
Façade	Non-Digital	Message	External Primary Internal	Zone 1, 2, 3, 4, 5
Freestanding	Digital	Entertainment	External Primary Internal	Zone 1, 2
Freestanding	Non-Digital	Message	External Primary Internal	Zone 1, 2, 3, 4, 5
Tower	Digital Non-Digital	Entertainment	External Primary Internal	Zone 2
Perimeter	Digital	Message	External Primary	Zone 2, 4, 6
Kiosk	Digital Interactive	Entertainment	External Primary External Secondary Internal	Zone 1, 2, 4, 5

4.6 Orientation

- DG-4.6.1 Business Identification Signs and Informational Signs should be oriented to be primarily viewed by the intended audience.
- DG-4.6.2 All exterior Digital Display Signs shall include louvers integrally cast into sign faces to improve visibility and direct the display to the intended audience and reduce visibility of the sign face and direct light away from overhead flight paths.
- DG-4.6.3 Conceptual examples of External Primary and External Secondary orientations are provided for illustrative purposes in *Figure 4.6 External Orientation*.

4.7 Projection

- DG-4.7.1 Façade signs may project no more than three feet into the public right-of-way. Any projection into the public right-of-way shall require an approval by the Department of Public Works...
- DG-4.7.2 A minimum of ten feet of vertical clearance shall be provided from the bottom of a façade sign projecting from a building or structure to the finished grade below the sign for any sign that projects into the public right-of-way.

4.8 Illumination and Brightness

- DG-4.8.1 Any Sign within the Sports and Entertainment Complex may be illuminated by internal or external means.
- DG-4.8.2 All Signs within the Sports and Entertainment Complex shall conform to an approved Lighting Design Plan, as defined and required by Mitigation Measure 3.1- 2(b) of the IBC MMRP.
- DG-4.8.3 All Digital Display Signs and Interactive Display Signs shall be controllable by the combination of a photocell that measures available daylight and remote adjustment capabilities that control the luminance levels of the Sign, and utilize automatic dimming technology, include a default mechanism that causes the Sign to revert immediately to a black screen if the Sign malfunctions in a way that causes the display to wholly or partly flash.
- DG-4.8.4 All Digital Display Signs and Interactive Display Signs shall comply with the relevant maximum daytime and nighttime luminance levels set forth in *Table 4.8 Digital Luminance Levels*.

Table 4.8 Digital Luminance Levels	
Period	Maximum Luminance Level
Daytime Luminance Level	8,000 candelas per square meter
Nighttime Luminance Level	800 candelas per square meter

- DG-4.8.5 The luminance of any Digital Display Sign shall transition smoothly at a consistent rate of speed from the Daytime Luminance Level to the Nighttime Luminance Level, beginning no less than 20 minutes prior to sunset and concluding the transition to nighttime intensity level no less than 20 minutes after sunset.
- DG-4.8.6 The luminance of any Digital Display Sign shall transition smoothly at a consistent rate of speed from the Nighttime Luminance Level to the Daytime Luminance Level, beginning no less than 20 minutes prior to sunrise and concluding the transition to daytime intensity level no less than 20 minutes after sunrise.

4.9 Presentation

- DG-4.9.1 Any image displayed on any External Primary-oriented Digital Display Message Sign shall be presented continuously for at least eight seconds following the completion of its transition from the previous message and including the transition time to the next message.
- (A) When an image is changed electronically, the transition between presentation of the previous image and presentation of the next image shall be accomplished in one-half second or less. The transition period shall be measured as that period between the time that the previous image is fully presented and the next image is fully presented.
- DG-4.9.2 Any Internal-oriented Digital Display or Interactive Display Entertainment Sign shall not be subject to a limitation on time between transition, display time, or motion.

4.10 Materials

- DG-4.10.1 All permanent signs should be constructed of materials that are durable and not likely to fade, corrode, or otherwise deteriorate.
- DG-4.10.2 Signs shall not use highly reflective materials such as mirrored glass.

4.11 Exempt Signs

- DG-4.11.1 The following permitted signs and/or sign structures are exempt from the permit requirement of Ch. 12, Article 23, Section 12-72 of the Inglewood Municipal Code:
- (A) Interior Signs. Signs located within a structure or a building.
- (B) 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.
- (C) Temporary Signs. Temporary graphics, decorations, and freestanding elements associated with special events, holidays, commemorations, or celebrations (e.g., concert event) or seasons (e.g., the NBA Basketball season).

- (D) String Pennants. 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.
- (E) 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.
- (F) Building Banner Graphics. A sign, consisting of a Projected Image 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.
- (G) Changeable Copy Signs. The changing of the copy or message on any permitted sign.

Section 5 Lighting and Acoustics

5.1 Exterior Lighted Areas

- DG-5.1.1 Exterior lighting should be integrated into the design of structures or relate to the overall design of the Sports and Entertainment Complex to encourage pedestrian activity and support a modern sports and entertainment environment.
- DG-5.1.2 Pedestrian entrances, walkways, and activity areas, vehicle entrances and driveways, parking areas, and service areas should be well-lit to provide security and safety.
- DG-5.1.3 Prominent exterior lighting features not required for security and safety lighting should be equipped to control the intensity of lighting and allow for dimming or color variation.

5.2 Architectural Lighting

- DG-5.2.1 Architectural lighting should accentuate major architectural features and relate to pedestrian scale.
- DG-5.2.2 Sports and Entertainment Complex structures may incorporate large-scale architectural lighting, which may include the following:
- (A) Large-scale architectural lighting elements placed on a building façade to highlight or accentuate elements of the architecture of the structure, which may be multi-hued or change hues in a slow, programmed manner.
 - (B) Integrated-large scale lighting that is attached directly to and made integral with architectural elements on the facade of a building, which may include individual light sources or pixels of a digital light source embedded into architectural components, low resolution digital mesh or netting, individual large scale pixels covering a building wall, light sources diffused behind translucent material, backlit panels, or horizontal or vertical LED banding integrated into architecture of a building, or similar treatments or features.
- DG-5.2.3 Large-scale architectural lighting shall not be considered signage for the purposes of the Inglewood Municipal Code or these SE Design Guidelines.

5.3 Exterior Luminaries and Fixtures

- DG-5.3.1 Luminaries and lighting fixtures should be coordinated on the basis of function and appearance to be architecturally compatible with the structures overall design of the Sports and Entertainment Complex.
- DG-5.3.2 All exterior lighting fixtures should be light-emitting diode (LED) fixtures or other similarly energy-efficient lighting technology.

- DG-5.3.3 Project outdoor security and architectural lighting may include low-level exterior lights mounted to the building and along pathways for security and wayfinding purposes.
- DG-5.3.5 The use of permanent fixtures with exposed bulbs for exterior lighting shall be prohibited.
- DG-5.3.6 The use of searchlights, spotlights, or other similar fixtures directed to the open sky or areas outside the Sports and Entertainment Complex site shall be prohibited.
- DG-5.3.7 Electrical service for all lighting should be placed underground or within structures unless determined to be physically infeasible.

5.4 Direction and Shielding

- DG-5.4.1 Exterior lighting should be installed, directed and shielded to direct the majority of artificial light to buildings, objects, or target areas within the boundaries of the Sports and Entertainment Complex and minimize light spill to adjacent properties.
- DG-5.4.2 Security and safety lighting should be recessed, hooded, and located to illuminate only the intended area.
- DG-5.4.3 Exterior lighting placement and direction should be designed to work with structural and/or vegetative screening to prevent light spill to adjacent properties.
- DG-5.4.4 Lighting for parking facilities should be designed to direct the majority of light into the parking facility and minimize light spill to adjacent properties.

Illustrative examples of lighting design options compatible with these Design Guidelines are provided in *Figure 5.1 Lighting*.

5.5 Lighting Design Plan

- DG-5.5.1 All Sports and Entertainment Complex exterior lighting shall conform to an approved Lighting Design Plan, as defined and required by Mitigation Measure 3.1-2(b) of the IBEC MMRP.
- DG-5.5.2 The Sports and Entertainment Complex shall include any lighting or marking requirements required by Mitigation Measure 3.8-5 of the IBEC MMRP.

5.6 Acoustic Facilities

- DG-5.6.1 Sound walls or barriers may be located in the areas shown in *Figure 1.3 Walls and Fences* or located in areas that serve a similar purpose and function.
- DG-5.6.2 Sound walls or barriers shall meet the following standards:
 - (A) Sound walls shall be solid with no gaps or cracks that might otherwise be considered acoustical "leaks."
 - (B) Sound walls shall have sufficient mass so as to provide a Sound Transmission Class (STC) rating of at least 27.

- (C) The Noise Reduction Coefficient (NRC) on the receiver-side face shall be NRC 0.85 or greater.
 - (D) Publicly visible faces of sound walls shall feature vegetation or other aesthetic treatments, as long as such treatments do not inhibit the required acoustical performance.
 - (E) Sound walls or barriers shall not exceed 15 feet or the height necessary to meet the performance standards established by Mitigation Measure 3.11-2(a) of the IBEC MMRP, whichever is higher.
- DG-5.6.3 Any outdoor sound amplification system, equipment, and related structures shall be designed to limit noise levels near noise-sensitive receptors through design considerations such as placement, distribution, directivity, orientation, number of speakers and/or volume controls.
- DG-5.6.4 Sound-absorbing materials should be included on the exterior of buildings surrounding gathering spaces where feasible and effective to reduce noise levels to sensitive receptors.
- DG-5.6.5 Sound-absorbing materials should be incorporated into the design of parking facilities where feasible and effective to reduce noise levels to sensitive receptors.
- DG-5.6.6 Any rooftop outdoor restaurant or dining area included in the Sports and Entertainment Complex shall include an enclosure such as glass to serve as a noise barrier.
- DG-5.6.7 Noise generating mechanical equipment shall be located the furthest feasible distance away from noise-sensitive receptors considering site conditions and function.
- DG-5.6.8 Noise generating mechanical equipment, such as emergency generators, transformers, and HVAC units, shall be designed and installed to limit noise to noise-sensitive receptors with acoustical enclosures, silencers, barriers, relocation, or other noise reducing approaches.
- DG-5.6.9 The Sports and Entertainment Complex shall conform to an approved Operational Noise Reduction Plan, as defined and required by Mitigation Measure 3.11-2(a) of the IBEC MMRP.

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Section 6 Circulation

6.1 Vehicular Circulation

- DG-6.1.1 Vehicular access to parking facilities may be provided from West Century Boulevard, South Prairie Avenue and/or West 102nd Street, as shown for illustrative purposes in *Figure 6.1 Circulation*.
- DG-6.1.2 Vehicular access points to the Sports and Entertainment Complex should be designed to be clearly visible and accommodate event-related traffic management and security measures.
- DG-6.1.3 A pick-up and drop-off area for shuttles to bus and rail public transit shall be provided at a designated section of South Prairie Avenue adjacent to the Sports and Entertainment Complex.
- DG-6.1.4 Parking and vehicle circulation facilities shall be designed to provide access to and manage the circulation of private automobiles, rideshare or transportation network company and taxi vehicles, coach buses and mini-buses, microtransit vehicles, and paratransit vehicles.
- DG-6.1.5 Truck access to loading areas within the Sports and Entertainment Complex shall be provided from West Century Boulevard or West 102nd Street.
- DG-6.1.6 Emergency vehicle access and onsite wayfinding signage to the Sports and Entertainment Complex shall be provided as required and approved by the Los Angeles County Fire Department. Such access may be provided from West Century Boulevard, South Prairie Avenue and/or West 102nd Street.

6.2 Pedestrian Circulation

Pedestrian circulation is a critical network for creating an engaging experience that is safe and efficient for the movement of people to and through the Arena. Consider alignment of walkways, the visual approach to buildings, and the spatial sequence along pedestrian routes to create a connected pathway system.

- DG-6.2.1 The pedestrian circulation network and facilities should facilitate walkability and connection to publicly-accessible areas throughout the Sports and Entertainment Complex and adjacent development.
- DG-6.2.2 Pedestrian pathways within the Sports and Entertainment Complex should be designed to accommodate pedestrian traffic and access patterns and security features and operations during all event conditions, including paving or other forms of visible pathway delineation to create clear paths of travel.
- DG-6.2.3 The Sports and Entertainment Complex should include well-marked, clearly-visible entrances, and all publicly-accessible entrances should include architectural or graphic treatments compatible with the overall design.
- DG-6.2.4 Pedestrian routes should direct pedestrians to the main circulation areas within the Sports and Entertainment Complex and the Arena in the manner shown in Figure 6.1.

- DG-6.2.5 All publicly-accessible pedestrian routes, gathering spaces, and buildings within the Sports and Entertainment Complex shall comply with relevant requirements of the Americans with Disabilities Act (ADA) including clear path of travel widths.

6.3 Pedestrian Features

- DG-6.3.2 The overall site design should include pedestrian scale elements and incorporate pedestrian-scale lighting, signage and wayfinding features to promote an attractive and lively environment for walking.
- DG-6.3.1 Pedestrian features such as stairs, walkways, pedestrian bridges, sidewalks, and seating areas should be sensitive to the human scale and integrated into the overall site design and architecture.
- DG-6.3.3 Pedestrian circulation areas may be supplemented with elements that create ground-level interest such as shade structures, landscape, or water features, art, kiosks, seating, alternative paving materials, or other features.
- DG-6.3.4 The landscape design may incorporate pedestrian amenities such as benches or seating, lights, railings and shading elements, and ornamental features or lighting.

Illustrative examples of pedestrian features, concepts, and options compatible with these SEC Design Guidelines are provided in *Figure 6.3 Pedestrian Features*.

6.4 Pedestrian Grades and Ramps

- DG-6.4.1 In compliance with the Americans with Disabilities Act (ADA), any ramps in pedestrian walkways shall have a maximum slope of 1:12, shall have a minimum clear width of 36 inches and landing lengths of 60 inches.
- DG-6.4.2 Ramps in pedestrian walkways shall contain a detectable warning device, such as a raised dome surface and contrasting color.
- DG-6.4.3 Curb ramps shall be installed wherever a sidewalk crosses a curb such as at street intersections.

Section 7 Parking

7.1 Parking and Transportation Facilities

- DG-7.1.1 Automobile parking spaces required for any Sports and Entertainment Complex use pursuant to Ch. 12, Article 19, Section 12-39.96.1 of the Inglewood Municipal Code may be provided within any parking facility within the Sports and Entertainment Complex.
- DG-7.1.2 The Sports and Entertainment Complex shall include parking for coach buses and microtransit, mini-bus, or paratransit vehicles. Parking for such transportation vehicles may be provided within the same facility as automobile parking.
- DG-7.1.3 The Sports and Entertainment Complex shall include areas to accommodate taxis, Transportation Network Company (“TNC”) vehicles, or vehicles providing similar ridesharing or ridehailing services, including a pick-up and drop-off area for passengers and a queuing area for such vehicles. Such transportation facilities may be provided within the same facility as automobile parking.
- DG-7.1.4 Additional parking in excess of the required parking or for specialized vehicles such as media broadcast trucks or other vehicles related to any use within the Sports and Entertainment Complex may be provided.
- DG-7.1.5 Valet parking may be provided within any parking facility.

7.2 TNC Facilities

- DG-7.2.1 Passenger pick-up and drop-off areas or facilities providing passenger access to TNC vehicles, or vehicles providing similar ridesharing or ridehailing services, shall be designed to provide safe pedestrian access between such vehicles and pedestrian circulation areas.
- DG-7.2.2 Transportation facilities shall include a vehicle queuing area to allow vehicles to access passenger pick-up and drop-off areas or facilities.
- DG-7.2.3 The minimum width of any lanes provided for queuing for taxi, TNC vehicles, or similar vehicles shall be 8 feet.
- DG-7.2.4 Pavement and drainage for any facility or portion of a facility providing passenger pick-up or drop-off or queuing areas for TNC vehicles located within a surface lot shall comply with Ch. 12, Article 19, Section 12-55.2 of the Inglewood Municipal Code.

7.3 Transportation Demand Management

- DG-7.3.1 Preferential parking for employee carpool or vanpool vehicles should be provided within parking facilities in locations that provide convenient access for employees and designated through clearly visible signage or space markings.
- DG-7.3.2 Information about alternative modes of transportation such as public transit, ridesharing, bicycling, and pedestrian modes and related available programs and facilities should be provided via information kiosk, bulletin board located, or similar feature within the Sports and Entertainment Complex.

- DG-7.3.3 The following bicycle parking spaces and facilities shall be provided within the Sports and Entertainment Complex:
- (A) A minimum of 60 bicycle parking spaces available for use by employees;
 - (B) A minimum of 23 bicycle parking spaces available for use by Sports and Entertainment Complex patrons;
 - (C) Shower and locker facilities available to employees who commute by bicycle;
 - (D) A bicycle repair station accessible to employees and patrons.
- DG-7.3.4 Bicycle parking and facilities shall be provided in areas within the Sports and Entertainment Complex that provides safe and convenient access to employees and patrons visitors traveling by bicycle, considering site conditions.

7.4 Vehicular Access to Parking and Transportation Facilities

- DG-7.4.1 Driveways providing vehicular access to a parking or transportation facility may provide dedicated ingress lanes or egress lanes, two-way lanes, or reversible ingress/egress lanes.
- DG-7.4.2 The width of any dedicated ingress lane or egress lane, or reversible ingress/egress lane providing access to a parking or transportation facility shall not be less than 10 feet.
- DG-7.4.3 The width of any two-way lane providing access to a parking or transportation facility shall not be less than 20 feet.
- DG-7.4.4 A driveway that provides ingress or egress to a parking or transportation facility may be closed or obstructed to prevent ingress or egress when such access is not required to provide parking for a use or event within the Sports and Entertainment Complex or as necessary to implement a transportation management plan or strategies, so long as access to the parking or transportation facility is adequately maintained to meet the parking requirements of uses in operation.
- DG-7.4.5 A gate, raisable arm, or other device or technology may be used to control or regulate vehicular ingress or egress to a parking or transportation facility.
- DG-7.4.6 The location and function of any device or technology used to control or regulate vehicular access to a parking or transportation facility should be designed to reduce the need for queuing on public streets to enter the facility, as feasible considering site conditions, event conditions, and vehicular circulation.
- DG-7.4.7 Any driveway providing ingress or egress to any parking or transportation facility shall be paved to standards not less than required per Ch. 12, Article 19, Section 12-55.2 of the Inglewood Municipal Code.

7.5 Parking Facility Design

- DG-7.5.1 Traffic circulation within any facility or portion of a facility providing required automobile parking shall comply with Ch. 12, Article 19, Section 12-55 of the Inglewood Municipal Code.

- DG-7.5.2 Access and turning radius for any facility or portion of a facility providing automobile parking required pursuant to IMC 12-38.96.1 shall comply with Ch. 12, Article 19, Section 12-54 of the Inglewood Municipal Code.
- DG-7.5.3 Driveway slopes and ramps for any facility or portion of a facility providing required automobile parking shall comply with Ch. 12, Article 19, Section 12-54.1 of the Inglewood Municipal Code.
- DG-7.5.4 Parking space striping for any facility or portion of a facility providing required automobile parking shall comply with Ch. 12, Article 19, Section 12-55.1 of the Inglewood Municipal Code.
- DG-7.5.5 Parking lot pavement and drainage for any facility or portion of a facility providing required automobile parking within a surface lot shall comply with Ch. 12, Article 19, Section 12-55.2 of the Inglewood Municipal Code.
- DG-7.5.6 Parking slope of any facility or portion of a facility providing required automobile parking shall comply with Ch. 12, Article 19, Section 12-55.3 of the Inglewood Municipal Code.
- DG-7.5.7 Within any portion of a parking structure provided for public automobile parking, continuous raised concrete curbs may be provided three feet from the end of a parking space as necessary to ensure that any parked vehicle will not touch any wall, building, or other object.
- DG-7.5.8 Wheel stops may be provided where necessary to protect landscaping, parking equipment, or other infrastructure and should be located to avoid tripping hazards.
- DG-7.5.9 The visual impact of parking or transportation facilities should be reduced by providing landscape buffer areas, screening, or natural topography or planned grading, consistent with these SEC Design Guidelines.

7.6 Parking Space Dimensions

- DG-7.6.1 Any automobile parking space provided to meet parking requirements for the Sports and Entertainment Complex per Ch. 12, Article 19, Section 12-38.96.1 of the Inglewood Municipal Code shall comply with Ch. 12, Article 19, Sections 12-51(A) and 12-51(B) of the Inglewood Municipal Code, as applicable, and as shown in *Table 7.6 Parking Space Dimensions*.
- DG-7.6.2 Parking spaces provided for coach buses, microtransit, mini-bus, or paratransit vehicles shall comply with *Table 7.6 Parking Space Dimensions*.

Table 7.6 Parking Space Dimensions			
Parking Space Type	Minimum Width	Minimum Length	Minimum Vertical Clearance
Standard Parking Space (no obstructions or not more than one column or post on one side of the space)	8'	18'	8'2"
Standard Parking Space (multiple columns or posts or obstructions on one side of the space)	9'	18'	
Standard Parking Space (multiple columns or posts or obstructions on more than one side of the space)	9'6"	18'	
Compact Parking Space	8'	16'	
Coach Bus Space	12'	39'	
Tandem Parking Space (2 vehicles)	9'	36'	
Microtransit, Mini-bus, or Paratransit Vehicle Space	12'	25'	

DG-7.6.3 Compact parking spaces may be provided to meet the parking requirements of any Sports and Entertainment Complex use, consistent with Ch. 12, Article 19, Section 12-49(A) of the Inglewood Municipal Code.

DG-7.6.4 Tandem parking shall not be utilized to satisfy the required number of parking spaces for any Sports and Entertainment Complex use. Areas provided for vehicle queueing or passenger pick-up and drop-off shall not be considered tandem parking.

7.7 Accessible Parking

DG-7.7.1 The Sports and Entertainment Complex shall provide accessible parking per the requirements of Ch. 12, Article 19, Section 12-57 of the Inglewood Municipal Code and any applicable State of California requirements.

DG-7.7.2 Required accessible parking spaces may be provided in any parking facility within the Sports and Entertainment Complex.

Section 8 Loading

8.1 Loading Space Location

- DG-8.1.1 Required loading spaces shall be accommodated entirely within the Sports and Entertainment Complex site.
- DG-8.1.2 Required loading spaces may be provided in subterranean structure in an area that can be readily driven upon or provides reasonable access to the loading spaces.
- DG-8.1.3 Any required loading space shall not encroach into any public right-of-way or otherwise obstruct any on-site drive aisle or parking space.

8.2 Loading Space Design

- DG-8.2.1 Any loading space required for the Event Center shall be a minimum width of ten feet wide and a minimum length of thirty feet.
- DG-8.2.2 Any loading space required for Event Center Supporting Uses shall be a minimum width of ten feet wide and minimum length of twenty feet.
- DG-8.2.3 Any required loading space shall have a minimum height clearance of fourteen feet.
- DG-8.2.4 The entire surface of a required loading space shall be paved with asphalt or concrete and shall comply with Ch. 12, Article 19, Section 12-55.2 of the Inglewood Municipal Code.
- DG-8.2.5 The design of any subterranean loading facility shall accommodate maneuvering delivery vehicles such as trucks or tractor-trailers into and out of loading positions at the docks, stalls and driveways.

8.3 Access and Screening

- DG-8.3.1 Access to required loading spaces shall be provided from interior site access roads or driveways accessed from West Century Boulevard or West 102nd Street.
- DG-8.3.2 Required loading spaces should be visibly separated from public entrances and parking areas within the Sports and Entertainment Complex and shall be screened with a combination of walls and landscaping to minimize views of the loading area from public views and adjacent residential uses.
- DG-8.3.3 Loading areas in excess of the required loading spaces may be provided in loading zones along South Prairie Avenue as approved or designated by the City of Inglewood Department of Public Works.

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Section 9 Sustainability and Environmental Sensitivity

9.1 Green Buildings

- DG-9.1.1 The Event Center Structure and the Event Center Supporting Structures shall be designed to meet the requirements for U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Gold certification for new construction.
- DG-9.1.2 The Sports and Entertainment Complex shall include project design features that enable the Arena to exceed the building energy efficiency standards set forth in Part 6 of Title 24 of the California Code of Regulations.

9.2 Solar Energy Generation

- DG-9.2.1 The Sports and Entertainment Center Complex shall implement an electrical supply strategy that incorporates a solar energy generation system and battery energy storage.
- DG-9.2.2 Solar photovoltaic panels may be incorporated into the design of any structure within the Sports and Entertainment Complex.

Illustrative examples of solar panel design options compatible with these design guidelines are provided in *Figure 9.2 Solar Panels*.

9.3 Recycling

- DG-9.3.1 The design of the Sports and Entertainment Complex should incorporate features and allocate space to support implementation of a comprehensive waste reduction and diversion program.

9.4 Alternative Transportation

- DG-9.4.1 The design of the Sports and Entertainment Complex should include circulation or access features or spaces to accommodate the use of rail transit by employees and attendees of events hosted at the Arena such as a shuttle service pick-up and drop-off area or pedestrian connections to nearby stations.
- DG-9.4.2 The design of the Sports and Entertainment Complex should include circulation and parking facilities to accommodate local microtransit service and park-n-ride service for employees and attendees of events hosted at the Arena.
- DG-9.4.3 The design of the Sports and Entertainment Complex should include facilities to support active transportation modes, such as bicycle parking, bicycle repair stations, and locker room and shower facilities for employees.

9.5 Parking Facilities

- DG-9.5.1 Any parking facility made available to the public for automobile parking shall include a vehicle circulation and parking availability system or features to help reduce vehicle circulation and idling time within the parking facility.
- DG-9.5.2 Any parking facilities made available to the public for automobile should include preferential parking for carpool vehicles.

9.6 Electric Vehicle Charging

- DG-9.6.1 Not less than eight percent (8%) of all required parking spaces for private automobile parking pursuant to Ch. 12, Article 19, Section 12-39.96.1 of the Inglewood Municipal Code shall be equipped with electric vehicle supply equipment (EVSE).
- DG-9.6.2 Truck loading spaces or docks provided within the Event Center should be equipped with EVSE to accommodate zero emission or near-zero emission delivery trucks.
- DG-9.6.3 All parking and loading spaces with EVSE shall be clearly identified and provide adequate access in accordance with the California Building Code.
- DG-9.6.4 All EVSE shall meet the following requirements:
 - (A) Provide Level II charging capacity (208 – 240 volts) or greater.
 - (B) Comply with the relevant regional or local standard for electrical connectors, such as SAE Surface Vehicle Recommended Practice J1772, SAE Electric Vehicle Conductive Charge Coupler.
 - (C) Be networked or internet addressable and capable of participating in a demand-response program or time-of-use pricing.

Illustrative examples of EVSE design options compatible with these design guidelines are provided in *Figure 9.3 Electric Vehicle Charging*.

9.7 Water and Stormwater

- DG-9.7.1 Outdoor water use should be reduced through best management practices such the use of water-efficient landscaping materials (emphasizing native or adapted plants), efficient irrigation systems, and the use of reclaimed water for irrigation, or similarly effective strategies or measures.
- DG-9.7.2 Indoor water usage should be reduced through installation of efficient flush and flow fixtures or similarly effective strategies or measures.
- DG-9.7.3 Site design shall comply with all applicable Regional Water Quality Control Board and County of Los Angeles regulations for water quality and quantity including preparation of a Low Impact Development (LID) Plan with Operation and Maintenance Guidelines.
- DG-9.7.4 Site design should employ low impact development (LID) strategies to minimize impervious areas through site design features, which may include but are not limited to:
 - (A) Bio-filtration and stormwater planters designed to capture site runoff from roof drains and/or surface flow, treat the runoff through biological reactions within

the planter soil media, and discharge at a rate intended to mimic pre-developed conditions.

- (B) Site specific BMPs designed and sized to properly manage the storm runoff prior to discharging from the site and into public storm drain lines.

9.8 Bird Collision Deterrence

DG-9.8.1 Exterior façade materials should be designed to achieve a maximum threat factor of 25 in accordance with the American Bird Conservancy Bird Collision Material Threat Factor Reference Standard.

DG-9.8.2 All externally visible transparent glass panels or façade surfaces should be designed with treatments to reduce bird collisions, such as fritting or similar patterns, etching, stained or frosted glass, or UV reflective or absorbing patterns, or similar treatments.

Illustrative examples of design options for bird collision deterrence features compatible with these design guidelines are provided in *Figure 9.8 Bird Collision Deterrence*.

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Section 10 Design Considerations for Specific Uses

10.1 Sale, Service, or Consumption of Alcoholic Beverages

- DG-10.1.1 Any areas in which alcoholic beverages are sold, served, or consumed shall be lighted and arranged to allow for observation of all such areas by supervisor or security personnel.
- DG-10.1.2 Designated areas for the permitted sale, service, or consumption of alcoholic beverages shall be defined by clearly visible physical features, boundary indications, and/or signage.
- DG-10.1.3 A sign stating "We ID everyone under 30 years of age for alcohol sales" shall be displayed at or near the point of sale of any alcoholic beverages in a manner easily readable by a patron purchasing an alcoholic beverage.
- DG-10.1.4 A kitchen or food menu shall not be a requirement for the sales or service of alcoholic beverages by any establishment or operator within the Sports and Entertainment Complex.
- DG-10.1.5 Establishments serving alcoholic beverages may include a bar or lounge area separate from the main food service area of the establishment.
- DG-10.1.6 Recommendations of the Los Angeles County Fire Department relative to fire safety shall be incorporated for areas within the Sports and Entertainment Complex in which alcohol may be sold, served, or consumed.
- DG-10.1.7 Recommendations of the Inglewood Police Department regarding security measures for the protection of visitors and employees appropriate to the design of the site shall be incorporated for areas within the Sports and Entertainment Complex in which alcohol may be sold, served, or consumed.

10.2 Outdoor Restaurants or Dining Areas

- DG-10.2.1 Outdoor dining areas or spaces shall be separated from parking lots, driveways and public sidewalks by location, temporary or permanent screening features, and/or landscaping.
- DG-10.2.2 Exterior lighting for any outdoor dining area shall not be directed onto any adjacent residential property.
- DG-10.2.3 The perimeter of any outdoor dining area where alcoholic beverages are served or consumed shall be defined by temporary or permanent physical barriers that form defined points of access to such area.

10.3 Communications Facilities

- DG-10.3.1 Communications facilities, antennas, or related equipment shall not be located in parking or loading spaces, vehicular or pedestrian circulation areas, or open space areas such that it would interfere or impair the intended function or utility of such area.

- DG-10.3.2 Communications facilities and related equipment should be integrated into a structure, architectural feature of a building, or public art or other element, or otherwise screened from public view in a manner that is compatible with the overall design of the Sports and Entertainment Complex.
- DG-10.3.3 The exterior finishes of communications facilities and related equipment should be non-reflective and blend with the materials and colors of surrounding buildings, structures, and/or landscaping.
- DG-10.3.4 Any permanently-installed communications facilities, antennas or related equipment shall not exceed the height limits established in Section 2 of these Design Guidelines.

10.4 Public Art

- DG-10.4.1 Public art may be provided within the Sports and Entertainment Complex to meet the requirements of Article 14 of Chapter 11, as amended by the Project Approvals. When provided on-site, public art shall be placed in areas that are publicly viewable or publicly accessible and do not require a fee for admission (such as ticketed events) as follows:
- (A) Attached to, applied or erected on, suspended from, or integrated into any structure within the Sports and Entertainment Complex structure;
 - (B) Within any Primary Landscape Area, as described in in Section 3 of these SEC Design Guidelines;
 - (C) Within any Secondary Landscape Area, as described in in Section 3 of these SEC Design Guidelines; or
 - (D) Any other publicly viewable or publicly accessible location identified in a development agreement between the developer of the Sports and Entertainment Complex and the City.
- DG-10.4.2 Public art placed within the Sports and Entertainment Complex should be located to maintain adequate vehicular and pedestrian access and circulation areas.
- DG-10.4.3 The location of public art should allow for viewing from a variety of vantage points from within the Sports and Entertainment Complex or the public right-of-way.

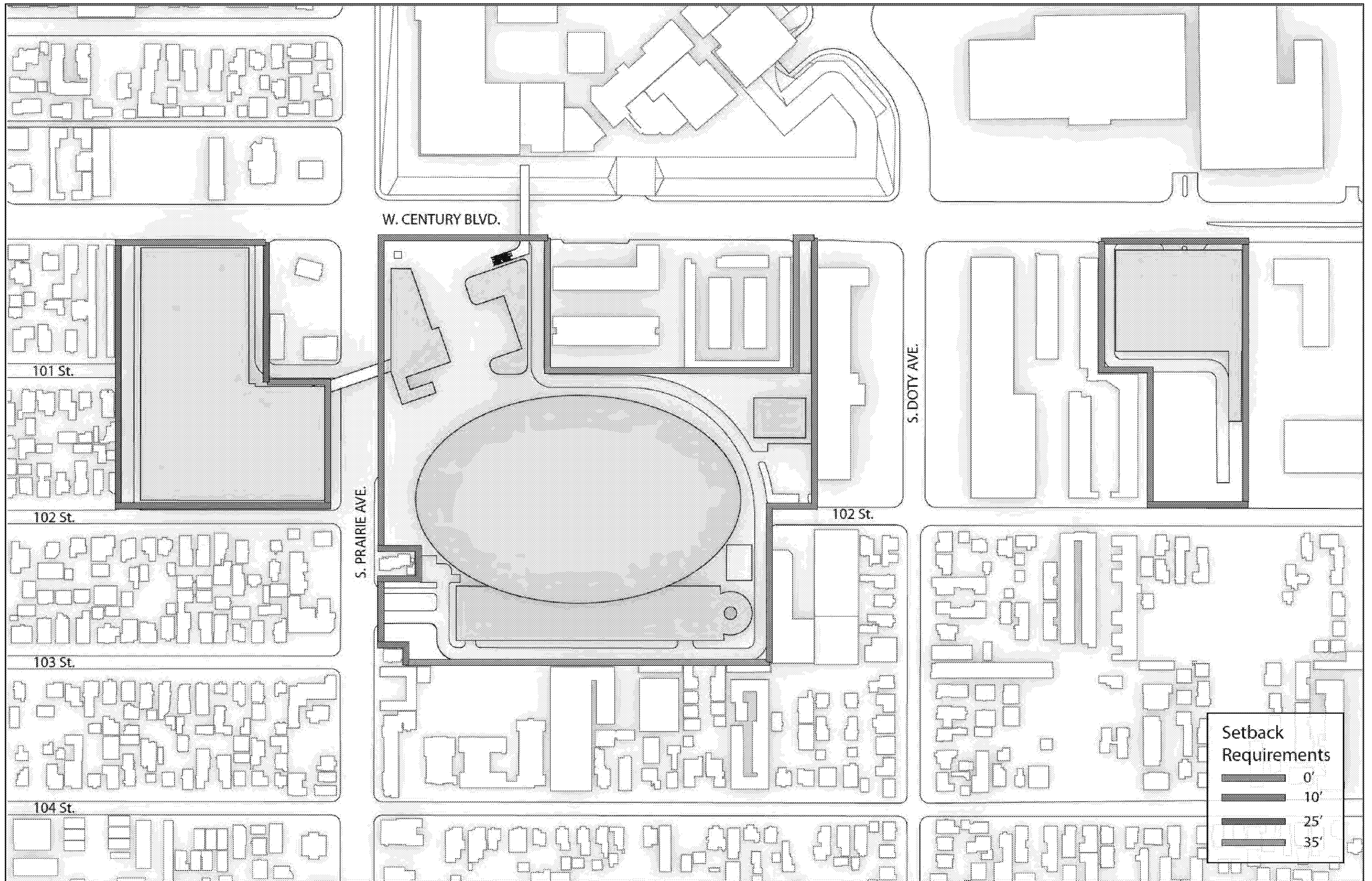


Figure 1.1 Minimum Building Setbacks

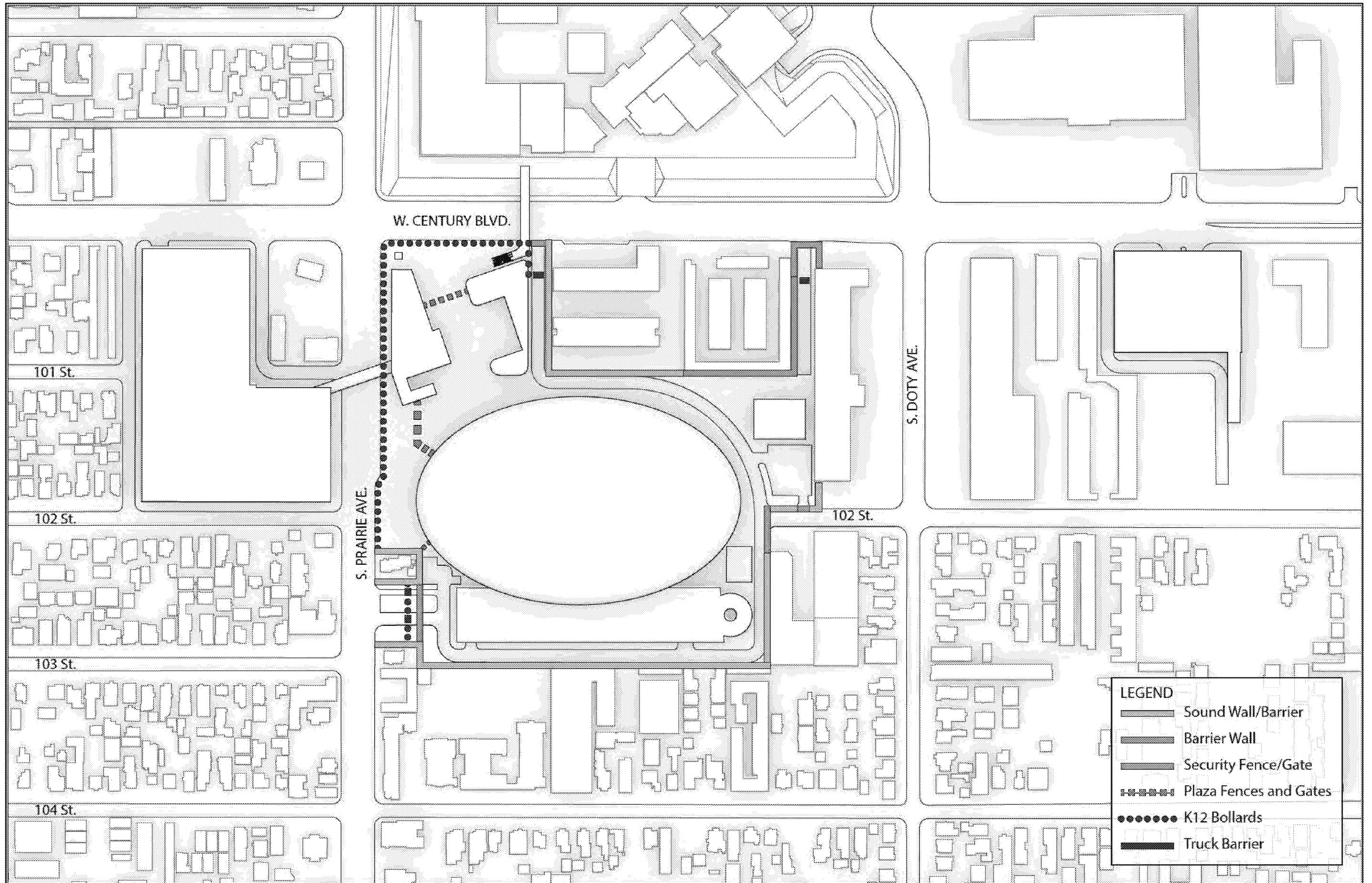


Figure 1.3 Fences and Walls

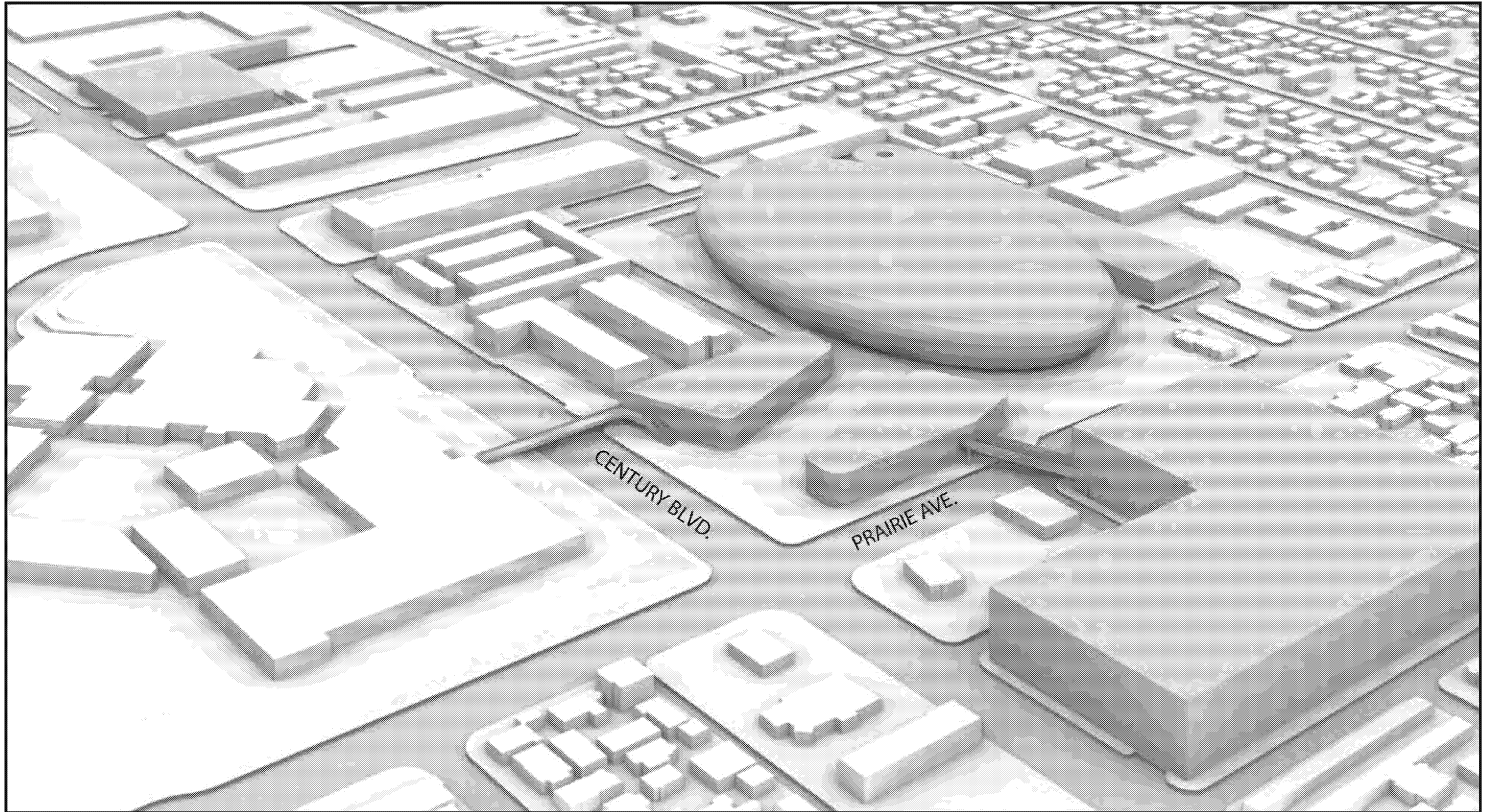


Figure 2.1 Massing Concept

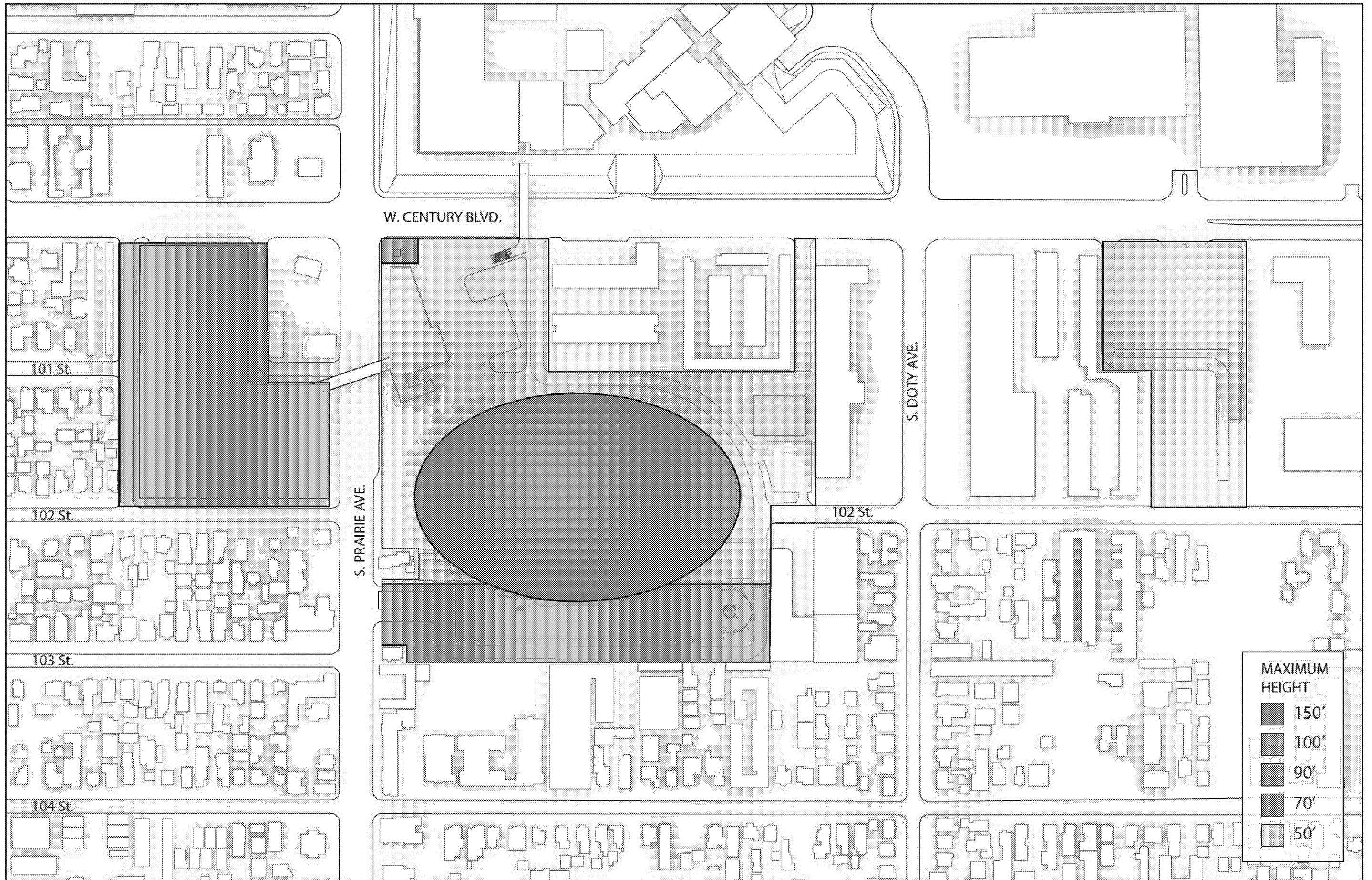


Figure 2.2 Sports and Entertainment Complex Height

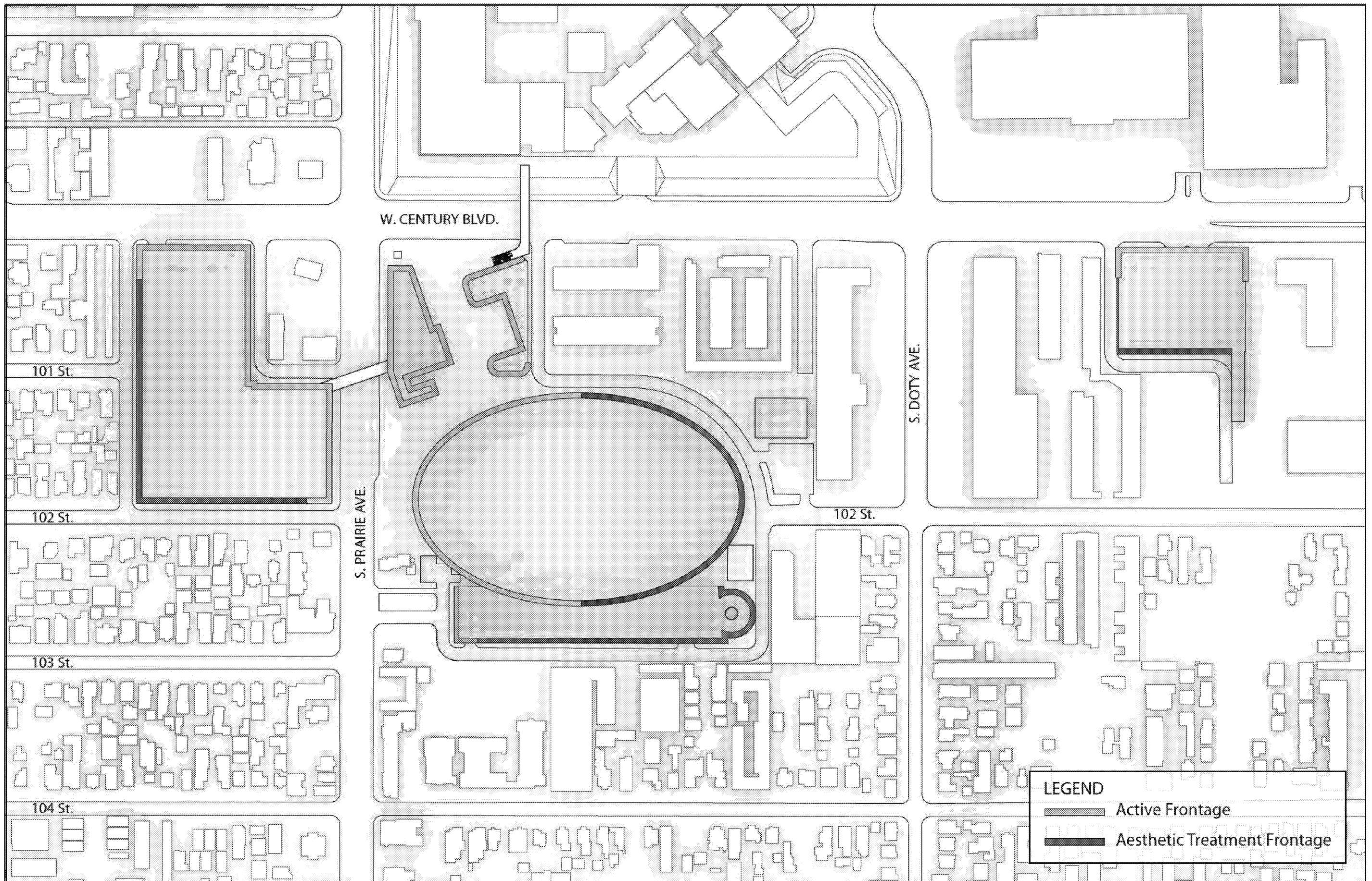
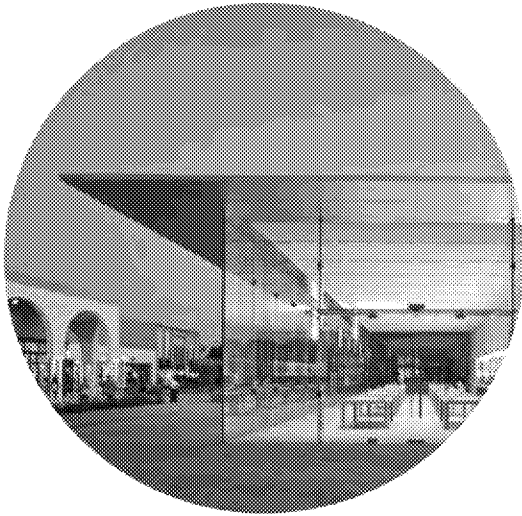
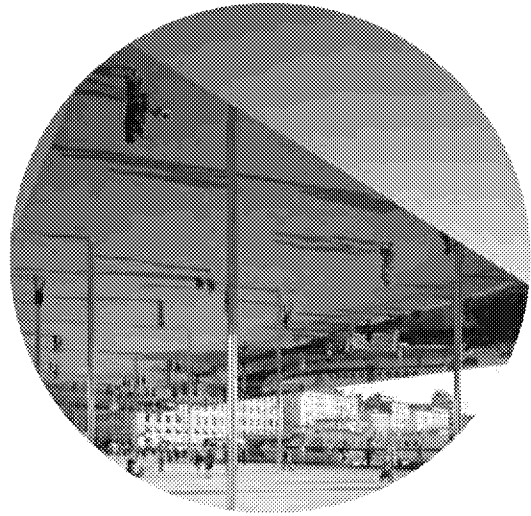


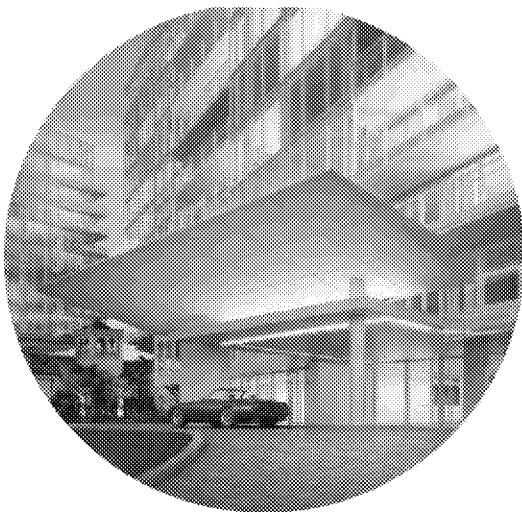
Figure 2.3 Frontages



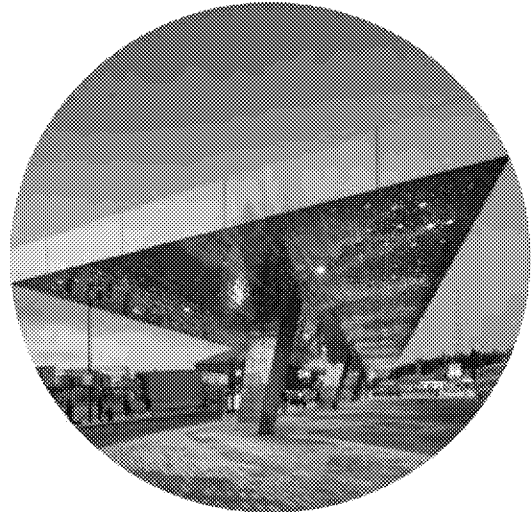
Suspended Canopy



Floating Canopy over Glass Facade

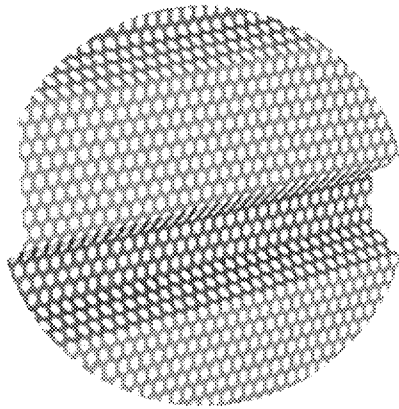


Architecturally Expressed Roofline

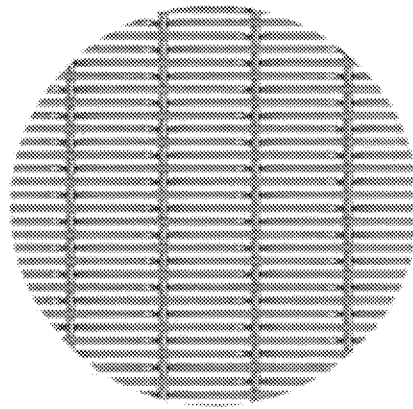


Suspended Roof Mass

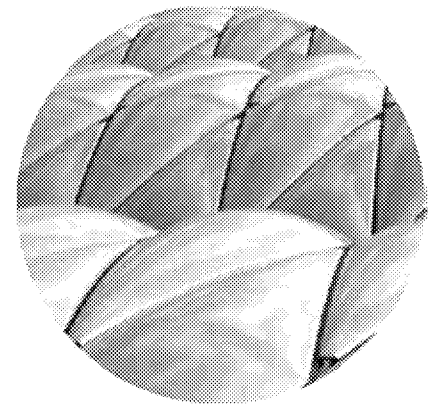
Figure 2.4 Roofline and Profile



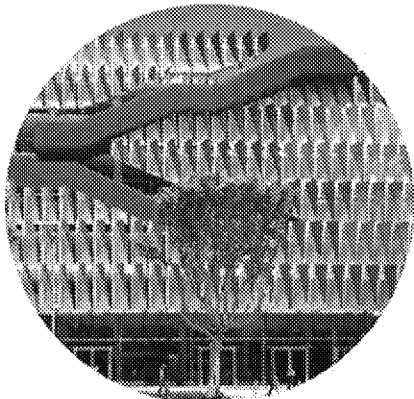
Perforated Screen



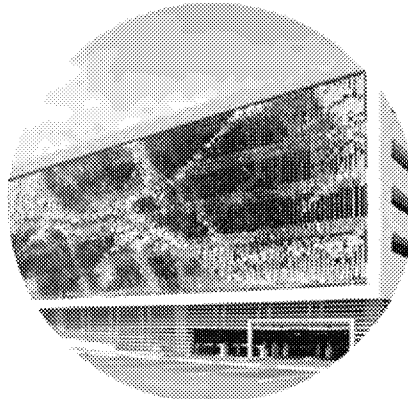
Woven Metal Mesh



ETFE



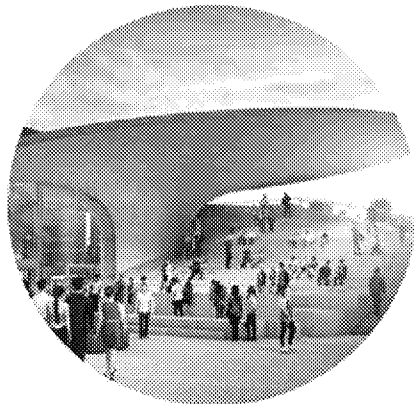
Varied Use of Colors



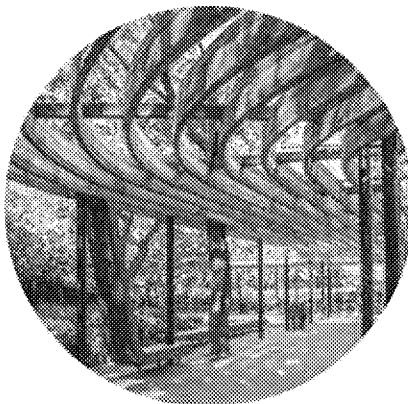
Dynamic Art



Green Screens



Express Unique Vocabulary



Durable metal/wood

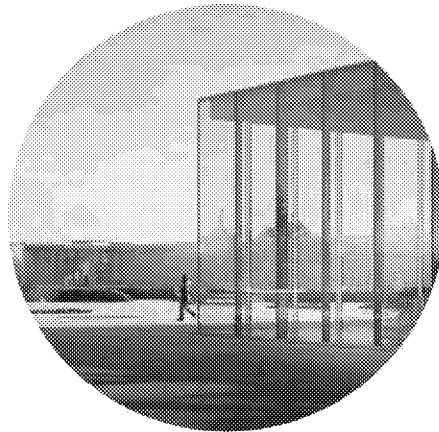


Creative use of metals

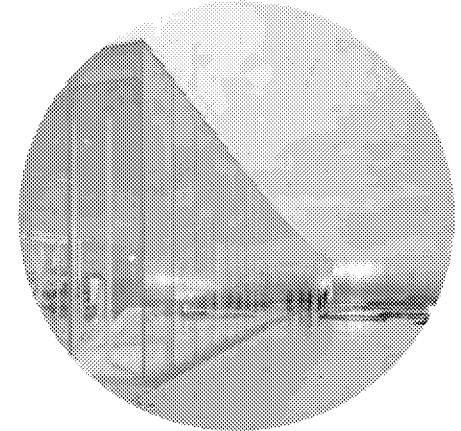
Figure 2.5.1 Building Materials and Treatments



Rectangular with Expressed Mullions



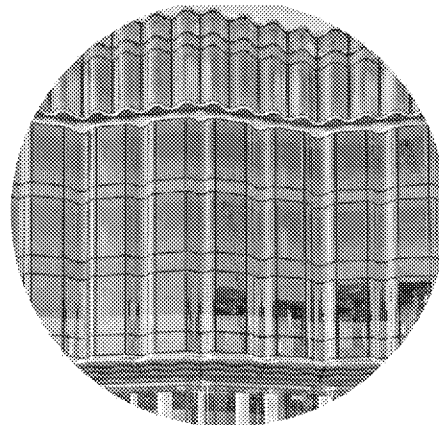
Rectangular with Understated Mullions



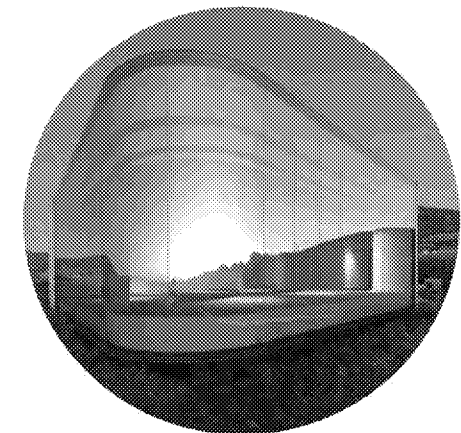
Rectangular with Hidden Mullions



Smooth Curved Facade With Glass Mullions



Articulated Curves with Expressed Mullions



Smooth Curves with Hidden Mullions

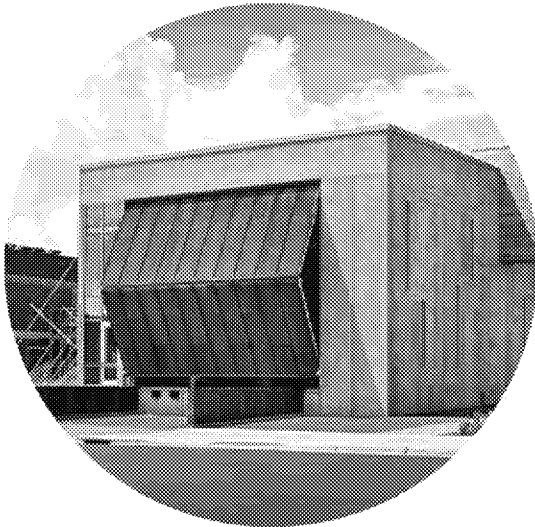
Figure 2.5.2 Glass Facades



Creative Use of Materials



Clean Design



Loading Gates

Figure 2.6 Screening

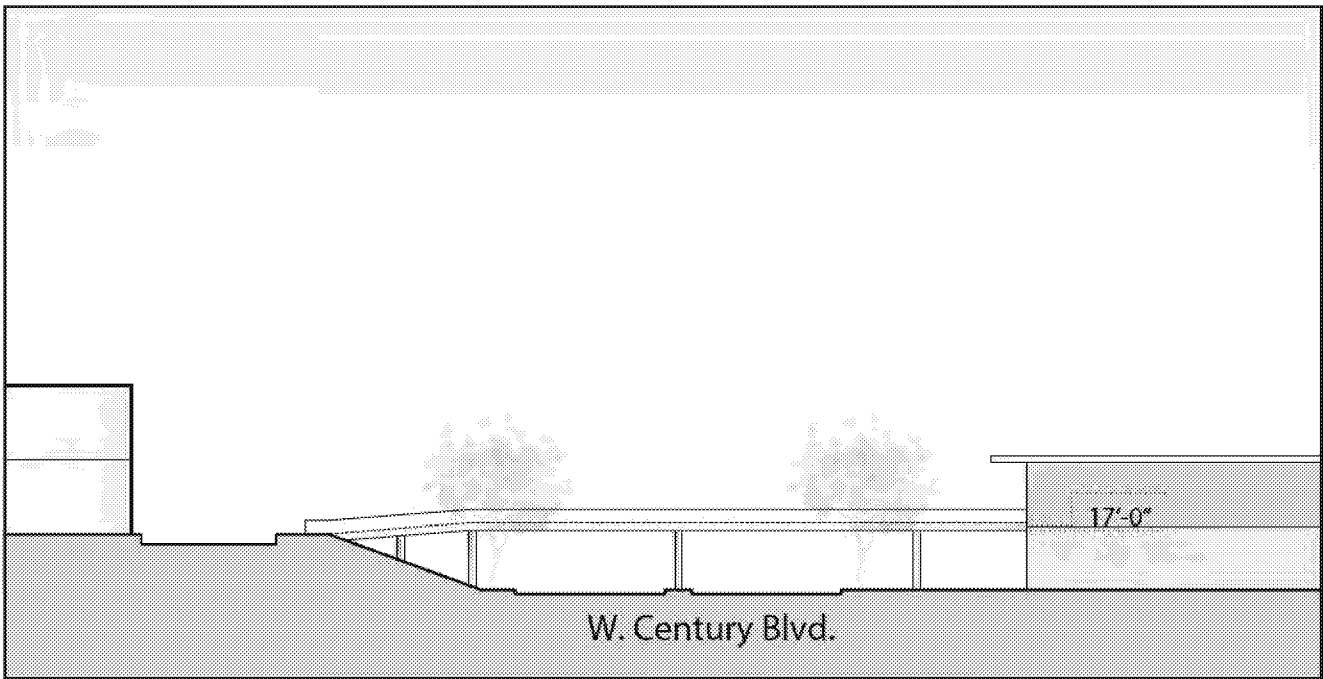
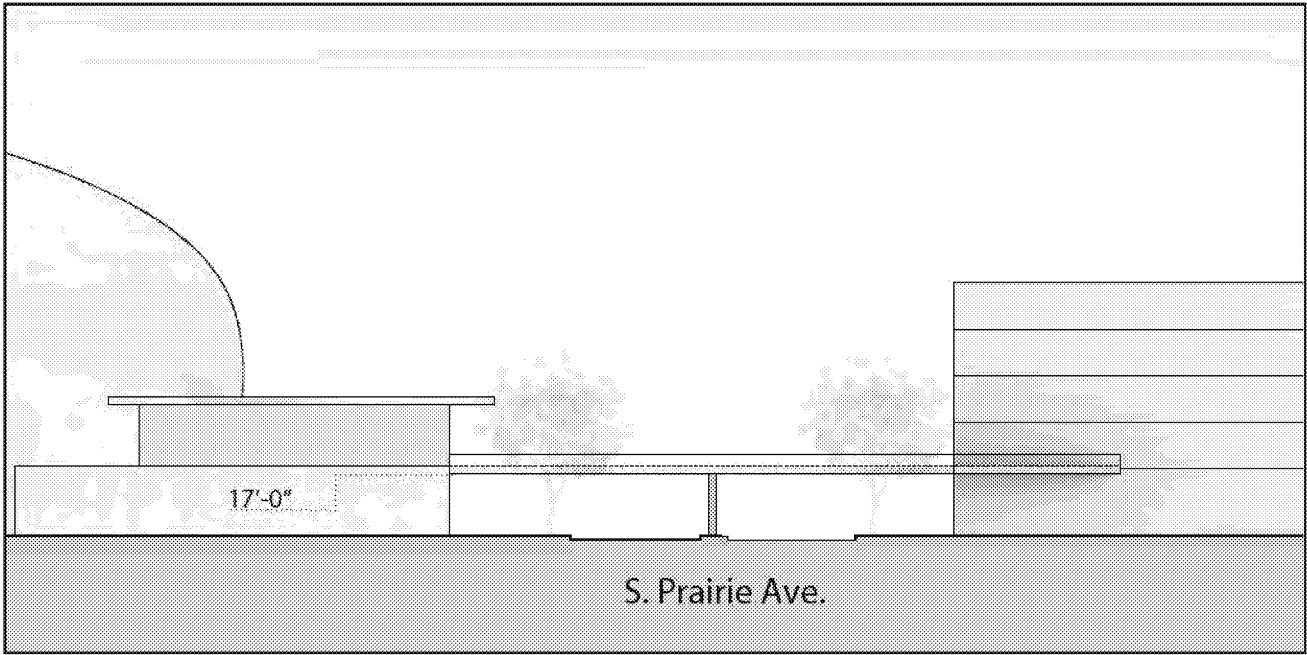


Figure 2.7 Pedestrian Bridges

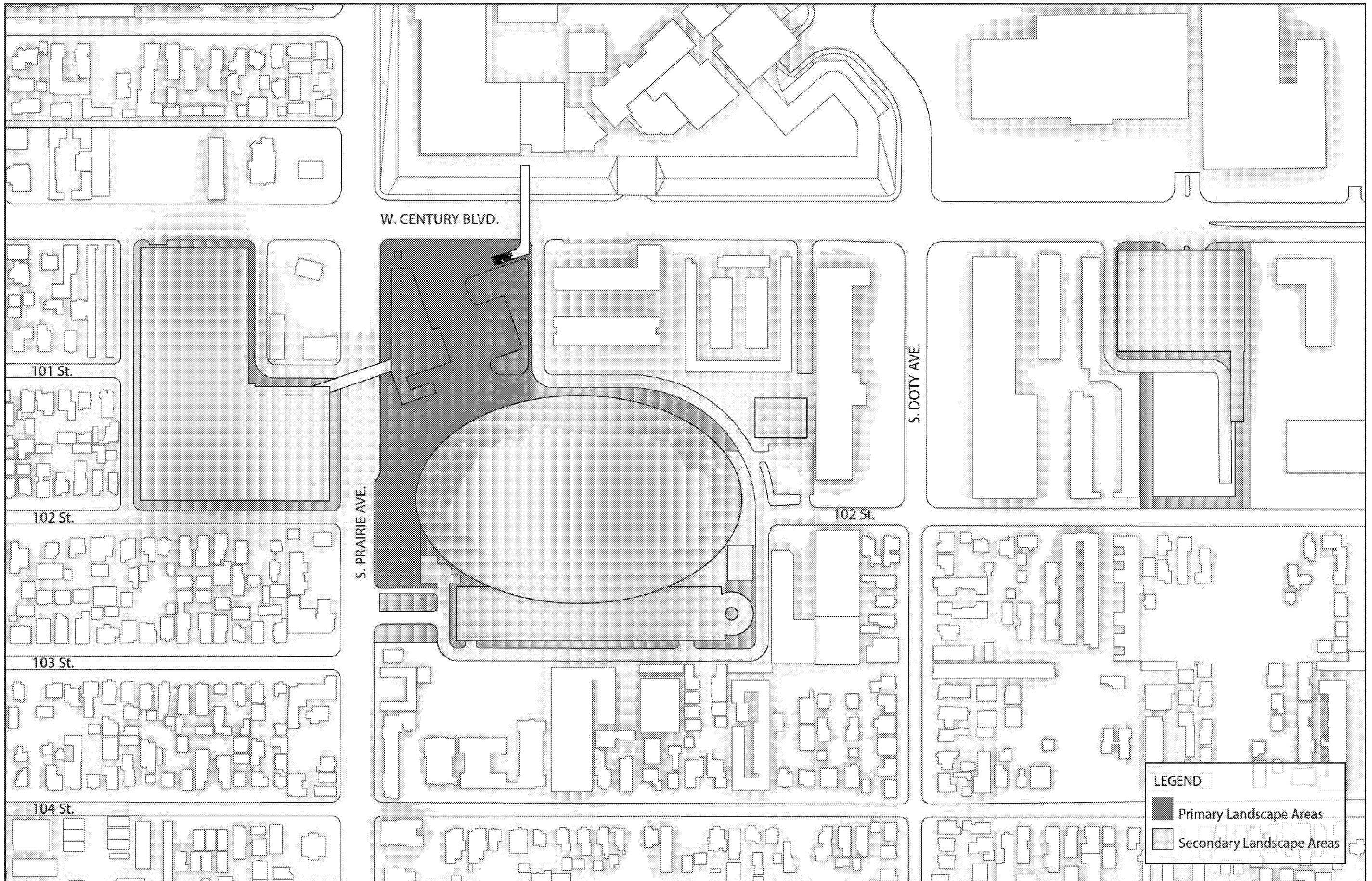


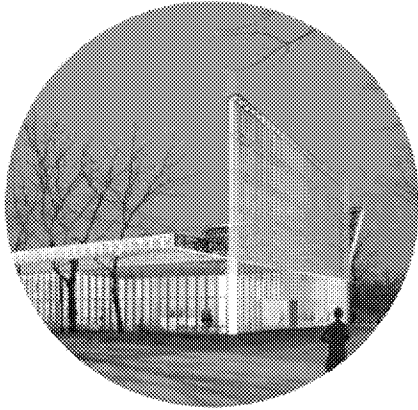
Figure 3.1 Landscape Design Areas



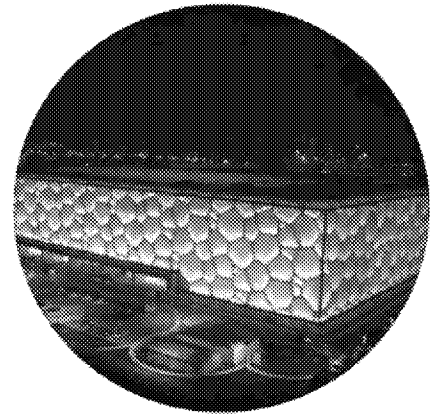
Figure 4.1 Sports and Entertainment Complex Sign Zones



Figure 4.6 External Orientation



Architectural Lighting



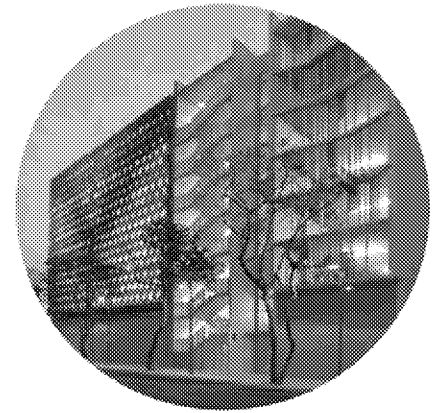
Facade Lighting



Well Lit Gathering Spaces



Architectural Element Highlighting



Shielded Interior Lighting



Architecturally Lit Steps



Shielded Path Lighting



Creative Wayfinding Lights

Figure 5.1 Lighting

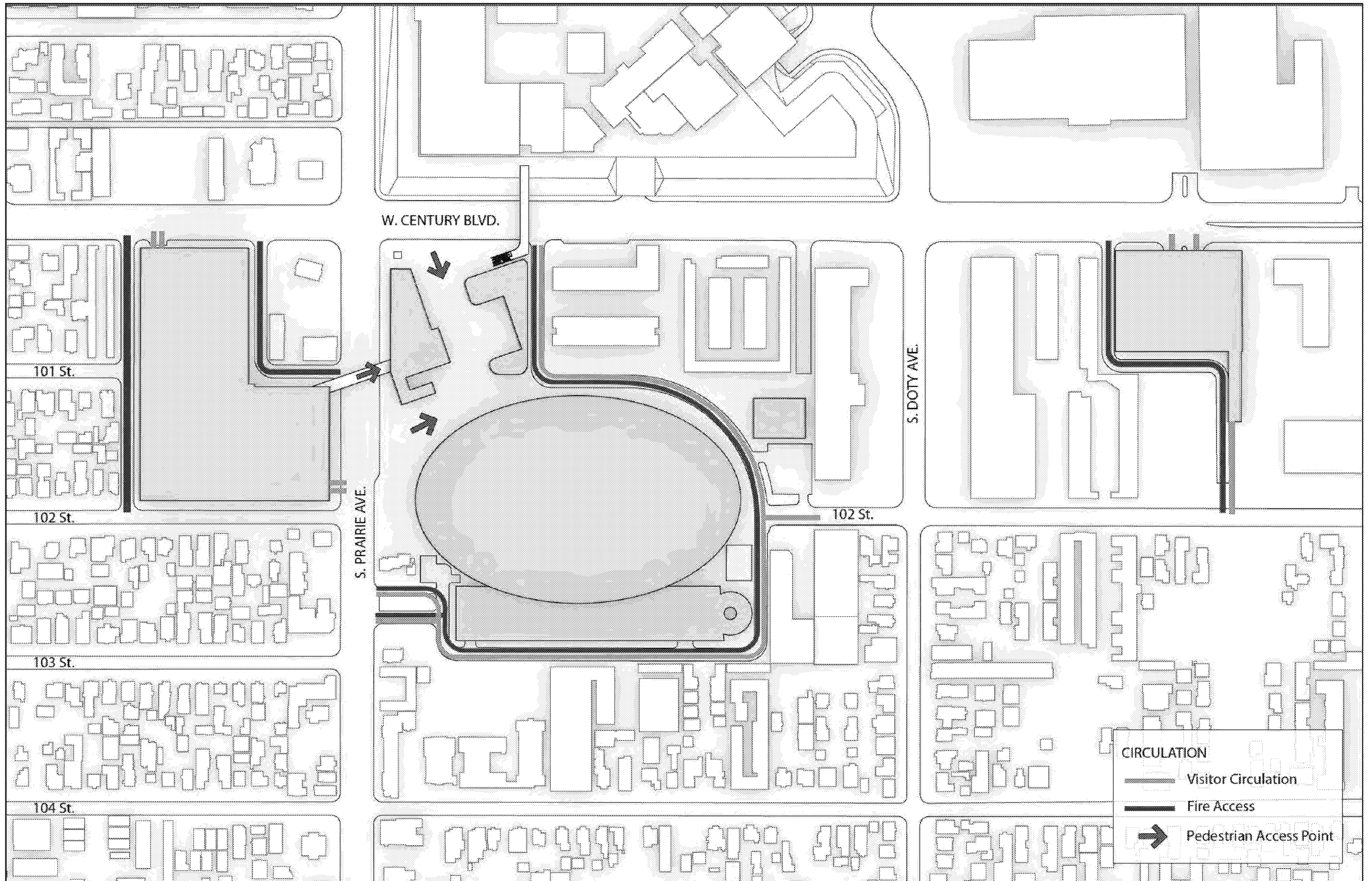
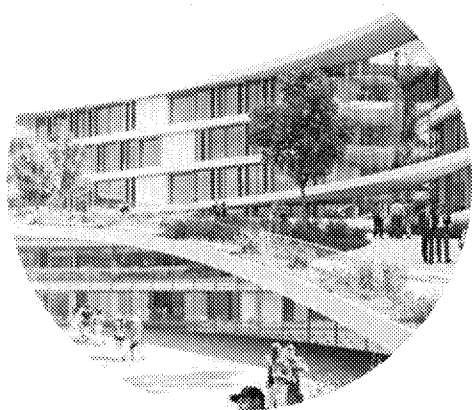


Figure 6.1 Circulation



Landscape Integration with Paths



Variety in Program Scales



Pedestrian Scale Frontage and Walks



Transparent Facades interacting with Exterior Spaces



Pedestrian Scale Lighting



Pedestrian Scale Steps/Seating

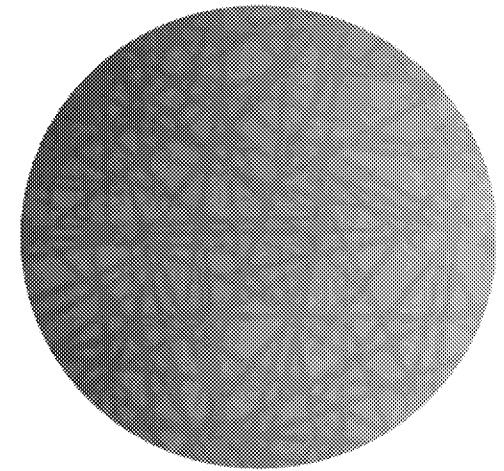
Figure 6.3 Pedestrian Features



Integrated Rooftop Solar Panels



Electric Vehicle Charging Station



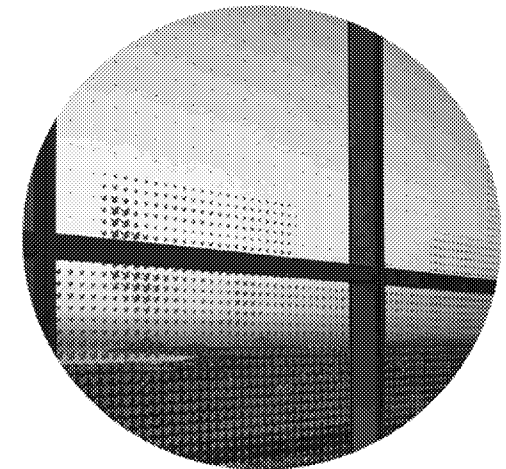
UV Patterned Glass



Roof Structure Solar Panels



Clearly Labeled EV Vehicle Parking



Glass with Frit Pattern

Figure 9.2 Solar Panels

Figure 9.3 Electric Vehicle Charging

Figure 9.8 Bird Collision Deterrence

PART 3: SEC INFRASTRUCTURE PLAN

Section 1 SEC Infrastructure Plan Overview

1.1 SEC Infrastructure Plan

This SEC Infrastructure Plan will govern the construction and development of infrastructure for the Project in accordance with the other Project Approvals, including the SEC Design Guidelines. Except as provided in the SEC Design Guidelines and as agreed to by the City and Developer, no on site or off site Infrastructure Improvements ("Infrastructure") beyond what is described herein, and such other Infrastructure as may be mutually agreed to by the City and Developer, will be required for development of the Project or will be constructed by the Developer.

This SEC Infrastructure Plan describes all Infrastructure improvements to be provided by Developer, at Developer's cost, in accordance herewith for the Project. While some Infrastructure improvements to be provided by City Agencies or other governmental agencies, may be described, their inclusion herein is not intended to be all inclusive of all Infrastructure improvements to be provided by City Agencies or other governmental agencies. A condition precedent to Developer's performance under this SEC Infrastructure Plan is the obtaining of all requisite approvals.

This SEC Infrastructure Plan establishes the design standards, construction standards, criteria and specifications of Infrastructure for the Project, including, without limitation, streets, and Infrastructure within the street right of way or easements including storm water, sanitary sewers, domestic water, reclaimed water, and all other Infrastructure. The precise location and final design of Infrastructure improvements consistent with this SEC Infrastructure Plan including intersection, street segment, wet and dry utilities, and other Infrastructure improvements will be determined during plan check and permit processing.

The dedication, acquisition and acceptance of streets and other Infrastructure improvements will occur through separate improvement plans and permits, parcel and tract maps, offers of dedication and easements. Other than as provided in the DDA, no real property is required to be acquired to construct the Infrastructure described in this SEC Infrastructure Plan.

The ability to construct and dedicate Infrastructure improvements for acquisition and acceptance by other regulatory agencies with jurisdiction such as, as applicable, Cal Trans, the City of Los Angeles, the County of Los Angeles or the City of Hawthorne, is contingent upon the review and approval of those other regulatory agencies. City will, in accordance with the Development Agreement, reasonably cooperate with requests by Developer to assist in obtaining such regulatory approvals, permits and actions from such other agencies that are necessary or desirable to effectuate and implement development of Project Infrastructure.

City will not require performance or payment bonds or other security for the completion of the Infrastructure improvements other than the typical general contractor bonds or contractor parent company guarantees.

1.2 Exhibits and Reference Documents

Exhibits

Exhibit 1	Sewer Infrastructure Plan
Exhibit 2	Storm Drain Infrastructure Plan
Exhibit 3	Fire Protection Infrastructure Plan
Exhibit 4	Domestic Water Infrastructure Plan
Exhibit 5	Well Water Transmission Infrastructure Plan
Exhibit 6	Reclaimed Water Infrastructure Plan
Exhibit 7	Dry Utility Infrastructure Plan
Exhibit 8	New Inglewood Well No. 8 Plan
Exhibit 9	Inglewood Well No. 6 Demolition Plan
Exhibit 10	Circulation Plan, Traffic Signal and Bus Stop Plan
Exhibit 11	Street Vacations, Widening and Dedications Plan
Exhibit 12a	Street Sections
Exhibit 12b	Street Sections
Exhibit 12c	Street Sections
Exhibit 13a	La Cienega Blvd/ W Century Blvd
Exhibit 13b	Hawthorne Blvd / La Brea Ave/ W Century Blvd
Exhibit 13c	Yukon Ave / 104 th St
Exhibit 13d	S Prairie Ave / I-105 Off Ramp
Exhibit 13e	Manchester Blvd / La Brea Ave
Exhibit 13f	Crenshaw Blvd / Manchester Blvd
Exhibit 13g	Crenshaw Blvd / I-105 Off Ramp
Exhibit 13h	S Prairie Ave / 120 th St
Exhibit 13i	Crenshaw Blvd / 120 th St
Exhibit 13j	La Brea Ave / S Centinela Ave
Exhibit 13k	I-405 Northbound Off-Ramp / W Century Blvd
Exhibit 13l	La Cienega Blvd / S Centinela Ave
Exhibit 13m	104 th St / S Prairie Ave
Exhibit 13n	W Century Blvd / Felton Ave

Section 2 Wet Utilities

Developer will install new storm drains, sanitary sewers, fire protection water main, domestic water mains, reclaimed water mains where needed and a well water transmission main. Construction will be done per approved plans and specifications prepared by the Developer's Project civil engineer and in a manner acceptable to the Developer and City and other Agencies having jurisdiction.

2.1 Sanitary Sewer

The Project's sanitary sewer system will be a combination of new public sewers to be installed in existing public right-of-way and new private on-site sewers as shown on [Exhibit 1](#) (Sewer Infrastructure Plan). Developer's Project civil engineer will prepare plans and specifications for the work that shall be reviewed and approved by the City. The Department of Public Works will plan check and inspect the Infrastructure work in the public right of way and the Building Safety Division will plan check and inspect the onsite private work. Developer will provide public right-of-way traffic control plans to the City for approval. After approval of the plans and specifications and the payment of standard City fees, the City of Inglewood will cooperate with the Developer to provide encroachment permits to allow the installation of the Project's sewer Infrastructure without restrictions based on the age of the existing pavement in the public streets. The City of Inglewood will provide adequate inspection services to allow the work to proceed without delay. Developer and its contractors shall comply with the NPDES General Construction Permit, City Laws including Public Works Department Requirements for Public Works Permit.

Where sewer mains and laterals will be installed in the public rights-of-way, existing asphalt pavement will be removed and replaced per City Standard DS-12, and sidewalks, as necessary, per City Standard DS-7. The Project's sanitary sewer Infrastructure will tie into existing public sewer lines at six points unless revisions are requested by the Developer and approved by the City. The West Parking garage will be connected to the sewer main in South Prairie Avenue at West 102nd Street. The Arena area will be connected to existing sewer mains at two points: (1) Freeman Avenue and West 103rd Street and (2) West 102nd Street and East Boundary of Arena area. The Plaza area will be connected at South Prairie Avenue and 102nd Street. The East Parking Garage will be connected to a main in West Century Boulevard. Connection shall be per approved sewer study, typical of all installations and connections.

The existing sewer mains in the portions of West 101st Street and West 102nd Street right-of-way to be vacated for the Project will be removed and new terminal manholes will be installed at the ends of the mains that will remain in service.

New offsite sewer mains will be installed in the existing public rights-of-way in locations shown on [Exhibit 1](#) (Sewer Infrastructure Plan) and will be owned, operated and maintained by the City of Inglewood. New onsite sewer mains and service laterals will be installed in locations shown on [Exhibit 1](#) (Sewer Infrastructure Plan) and will be owned, operated and maintained by the Developer. The sewer Infrastructure will consist of PVC sewer pipes ranging in diameter from 4" to 12" as well as precast manholes, and cleanouts, wyes, connections to existing mains and other appurtenances designed by the Project Civil Engineer in final plans to be approved by the City.

The sewer connection for the hotel to be relocated on West Century Boulevard east of the East Parking Garage site would have a new connection to the sewer main in West 102nd Street east of South Doty Avenue, and it will require an easement through the Developer's East Parking Garage site. This hotel

sewer will be installed by the hotel developer under separate sewer plans, traffic control plans and permits to be obtained provided by the hotel developer, and it is not part of this SEC Infrastructure Plan.

2.2 Storm Drainage

The Project's storm drain Infrastructure will consist of tying into existing public storm drain lines, removing and relocating storm drain lines, and construction of new drain lines and supporting structures as shown on Exhibit 2 (Storm Drain Infrastructure Plan). Developer's Project Civil Engineer will prepare plans and specifications for the work that shall be reviewed and approved by the City Department of Public Works and/or Building Department. Developer will provide traffic control plans to the City for approval of work in existing public right-of-way. After approval of the plans and specifications and the payment of standard City fees, the City will cooperate with the Developer to provide encroachment permits to allow the installation of the Project's storm drain Infrastructure without restrictions based on the age of the existing pavement in the public streets. The City of Inglewood will provide adequate inspection services to allow the work to proceed without delay. Developer and its contractors shall comply with the City Laws, the Public Works Department Requirements for Public Works Permit, MS4 permit regulations, and the NPDES General Construction Permit. A SWPPP shall be prepared to the satisfaction of the City and the Los Angeles Regional Water Quality Control Board ("RWQCB") to ensure the prevention of substantial water quality degradation during construction of the Proposed Project. These plans shall be approved by the City and the Los Angeles RWQCB to confirm that these permit and regulatory requirements have been satisfied before construction commences on the site. Where storm drain Infrastructure will be installed in the public rights-of-way, existing asphalt pavement will be removed and replaced per City Standard DS-12, and sidewalks, as necessary, per City Standard DS-7.

The Project's storm drain system will tie into existing public storm drain lines at six points, unless revisions are requested by the Developer and approved by the City. The West Parking Garage area will be connected to existing public storm drain lines at three points: (1) West 101st Street approximately 57' west of the project boundary, (2) an existing public catch basin at the northwest corner of South Prairie Avenue and West 101st Street, (3) an existing public catch basin at the northwest corner of South Prairie Avenue and West 102nd Street. The Arena and Plaza areas will be connected to an existing public storm drain at Prairie and the southern access road just north of West 103rd street. The City relocated well site will be connected to an existing public reinforced concrete box storm drain at the intersection of West 102nd Street and South Doty Avenue. The East Parking Garage site will be connected to an existing public storm drain that traverses West 102nd Street approximately 230' east of the centerline of South Doty Avenue.

New offsite 18" and 24" reinforced concrete storm drains and precast manholes will be installed in the existing public rights-of-way in locations shown on Exhibit 2 (Storm Drain Infrastructure Plan) and will be owned, operated and maintained by the City. With the exception of the new Well Site, new onsite storm drains ranging from 8" to 24" diameter shall be HDPE WT Pipe by ADS or approved equal and installed and tested per Public Works Green Book standard. The Well Site storm drain will be reinforced concrete and will be owned, operated, and maintained by the City. All other on-site storm drain mains, service laterals and appurtenances will be installed in locations shown on Exhibit 2 (Storm Drain Infrastructure Plan) and will be owned, operated and maintained by the Developer.

To meet City-wide NPDES and MS₄ permit requirements, Developer will install bio filtration systems in landscaped areas throughout the Project site. Bio filtration features will implement best management practices (BMPs) and will include features such as bio filtration planters and bio swales, and proprietary devices. The proposed bio filtration systems will be designed to capture site runoff from roof drains and surface runoff, treat the runoff through biological reactions within the planter soil media. Underground pre-cast detention basin pretreatment structures will be constructed in the West Parking area, Arena Site and Arena Site Parking Structure, East Parking Garage Site as shown on [Exhibit 2](#) (Storm Drain Infrastructure Plan) to lower peak flow rates to LA County approved allowable levels.

Storm Drain Improvements, bio filtration systems and detention basin pretreatment structures for the hotel to be relocated on West Century Boulevard east of the East Parking Garage Site would require an easement to be provided by Developer through the Developer's East Parking Garage Site. These improvements are not part of this SEC Infrastructure Plan. The hotel developer will be responsible for obtaining permits and constructing the storm drain improvements for the hotel site, including separate storm drain plans, traffic control plans and other permits.

2.3 Fire Protection Infrastructure

The Project's fire protection system will be a combination of new public water mains and fire hydrants to be installed in existing public right-of-way and new private on-site water mains and fire hydrants installed on site as shown on [Exhibit 3](#) (Fire Protection Infrastructure Plan). Developer's Project civil engineer will prepare plans and specifications for the work that shall be reviewed and approved by the Golden State Water Company and City Department of Public Works and/or Building Department. Developer will provide traffic control plans to the City for approval of work in existing public right-of-way. After approval of the plans and specifications and the payment of standard City fees, the City of Inglewood will cooperate with the Developer to provide encroachment permits to allow the installation of the Project's fire protection infrastructure without restrictions based on the age of the existing pavement in the public streets. The Golden State Water District, where applicable, will inspect the installation of the water mains and appurtenances in the public right-of-way including the water meters and the City will inspect pavement repairs. The Inglewood Building Safety Division will inspect on site work. Developer and their contractors shall comply with the NPDES General Construction Permit, Inglewood Municipal Code regulations, and the Public Works Department Requirements for Public Works Permit.

Where fire protection water mains and appurtenances will be installed in the public rights-of-way, existing asphalt pavement will be removed and replaced per the Standard Plans for Public Works Construction Standard Plan 133-3.

The Project's fire protection infrastructure will tie into existing public water mains at nine points. Two new fire hydrants will connect to the Golden State Water Company (GSWC) water main on the west site of Prairie Avenue and will be extended to the east side of the street. Two connections will be made to the GSWC water main at West 101st Street on the west side of the West Parking Garage Site and private mains will be extended north and south to new private fire hydrants. The southern main will extend to West 102nd Street and tie into an existing water main there. Two new fire water mains will connect to the GSWC water main on the west site of South Prairie Avenue and will be extended across the street. A new public fire hydrant will be installed on the east side of South Prairie Avenue just south of West 101st Street. Two private fire water mains will be extended into the Arena and Plaza areas to form a

loop around the new arena complex. This private main will feed private fire hydrants. A fire protection water main and private fire hydrant on the west side of the East Parking Garage will connect to the GSWC water main in West Century Boulevard.

The fire protection water main for the hotel to be relocated on West Century Boulevard east of the East Parking Garage Site will be installed by the hotel developer under separate sewer plans, traffic control plans and permits to be obtained provided by the hotel developer, and it is not part of this SEC Infrastructure Plan.

2.4 Domestic Water Infrastructure

The Project's domestic water system will be a combination of new public water mains and appurtenances to be installed in existing public right-of-way and new private on-site water mains and appurtenances installed on site as shown on Exhibit 4 (Domestic Water Infrastructure Plan). Developer's Project civil engineer will prepare plans and specifications for the work that shall be reviewed and approved by the Golden State Water Company (GSWC) and City of Inglewood Department of Public Works and/or Building Department. Developer will provide traffic control plans to the City for approval of work in existing public right-of-way. After approval of the plans and specifications and the payment of standard City fees, the City will cooperate with the Developer to provide encroachment permits to allow the installation of the Project's domestic water Infrastructure without restrictions based on the age of the existing pavement in the public streets. GSWD will inspect the installation of the water mains and appurtenances in public right-of-way to the meter and the City of Inglewood will inspect pavement repairs. The Inglewood Building Safety Division will inspect the on-site private water mains and appurtenances. Developer and their contractors shall comply with the NPDES General Construction Permit, Inglewood Municipal Code regulations, and the Public Works Department Requirements for Public Works Permit.

The existing domestic water mains in the portions of West 101st Street and West 102nd Street rights-of-way to be vacated for the Project will be removed and the remaining ends of the mains that will remain in service will be capped.

Where domestic water mains and appurtenances will be installed in the public rights-of-way, existing asphalt pavement will be removed and replaced per the Standard Plans for Public Works Construction Standard Plan 133-3.

The Project's domestic water infrastructure will tie into existing public water mains at seven points. The West Parking Garage Site will connect to the existing GSWC water main in West 101st Street with a 2-inch service with backflow preventer and meter. Three new domestic water mains will connect to the GSWC water main on the west side of South Prairie Avenue and will be extended across the street to backflow preventers. The two connections on the north side of Prairie Avenue will loop through the Plaza Area to service plaza buildings. The connection to the south will loop through the southern access road and connect to the existing main at West 102nd Street and the eastern Arena area boundary with a backflow preventer. This main will service the arena complex. The East Parking Garage Site will connect to an existing GSWC water main in West Century Boulevard with a domestic water service, back flow preventer, and meter on the west side of the site.

A domestic water service back flow preventer and meter for the hotel to be relocated on West Century Boulevard east of the East Parking Garage Site will be installed by the hotel developer under separate sewer plans, traffic control plans and permits to be obtained provided by the hotel developer, and it is not part of this SEC Infrastructure Plan.

2.5 Well Water Transmission Main Infrastructure

The City's 27" diameter water well transmission main in the portion of the West 102nd Street right-of-way to be vacated for the Project will be removed and a new pipeline will be installed in an on-site easement in the Arena southern access road and then northerly along South Prairie Avenue to the reconnect to the existing main in West 102nd Street as shown on [Exhibit 5](#) (Well Water Transmission Infrastructure Plan). The new main will be installed and connected with the least interruption to service as practical. The new main will be in operation prior to the demolition of the existing main.

Developer's Project civil engineer will prepare plans and specifications for the work that shall be reviewed and approved by the City Department of Public Works. Developer will provide traffic control plans to the City for approval of work in existing public right-of-way. After approval of the plans and specifications and the payment of standard City fees, the City of Inglewood will cooperate with the Developer to provide encroachment permits to allow the installation of the work without restrictions based on the age of the existing pavement in the public streets. Developer and their contractors shall comply with the NPDES General Construction Permit, City Laws, and the Public Works Department Requirements for Public Works Permit.

Where the well water transmission main will be installed in the public right-of-way, existing asphalt pavement will be removed and replaced per City Standard DS-12, and sidewalks, as necessary, per City Standard DS-7.

2.6 Reclaimed Water System

The Project's reclaimed water infrastructure shown on [Exhibit 6](#) (Reclaimed Water Infrastructure Plan) will consist of a 2" connection to the existing West Basin Municipal Water District (WBMWD) transmission main on the east side of South Prairie Avenue across from West 101st Street. The connection will be fitted with the required backflow preventer and meter. Onsite private reclaimed water mains will be installed in the Arena area and Plaza area and may be connected to the West Parking Garage Site area via the pedestrian bridge.

Developer's Project civil engineer will prepare plans and specifications for the work that shall be reviewed and approved by the WBMWD, City Public Works and/or Building Department, and the Los Angeles County Health Department. Developer will provide traffic control plans to the City for approval of work in existing public right-of-way. After approval of the plans and specifications and the payment of standard City fees, the City of Inglewood will cooperate with the Developer to provide encroachment permits to allow the installation of the Project's reclaimed water infrastructure without restrictions based on the age of the existing pavement in the public streets. WBMWD will inspect the installation of the water mains and appurtenances in public right-of-way to the meter and the City of Inglewood will inspect pavement repairs. The Inglewood Building Safety Division will inspect the on-site private water

mains and appurtenances. Developer and their contractors shall comply with the NPDES General Construction Permit, City Laws, and the Public Works Department Requirements for Public Works Permit.

Where reclaimed water mains and appurtenances will be installed in the public rights-of-way, existing asphalt pavement will be removed and replaced per City Standard DS-12, and sidewalks, as necessary, per City Standard DS-7.

Section 3 Dry Utilities

Dry Utility improvements including onsite and offsite electrical, natural gas, telephone, and cable T.V. utilities are identified on Exhibit 7 (Dry Utility Infrastructure Plan). Southern California Edison is the electricity provider, Southern California Gas Co provides natural gas, AT&T provide phone service and Spectrum Business is the primary cable provider. Work necessary to provide the joint trench for dry utilities (that lie in public streets and in the sidewalk area if at all possible) and onsite access roads, consists of trench excavation and installation of conduit ducts for telephone, cable, fiber optic, electrical, and gas (direct burial). Additionally, utility vaults, splice boxes, and backfill are included. The utility owner/franchisee (such as optic companies) will be responsible for installing facilities such as transformers and wire.

All necessary and properly authorized public utility improvements for which franchises are authorized by the City shall be designed and installed in the public right-of-way in accordance with City Laws in effect from time to time, and permits approved by City Public Works Department. Joint trenches or utility corridors will be utilized wherever feasible. The location and design of joint trenches/utility corridors in the right of way must be approved by City Public Works Department during the preparation of improvement plans.

3.1 Relocations to Maintain Existing Service

The dry utilities in the portions of West 101st Street and West 102nd Street Right-of-Way to be vacated for the Project will be removed. The dry utilities located in easements on the Project sites will be removed. Buildings to remain that take service from these utilities to be removed include:

- (A) Liquor Warehouse Market, 10025 S Prairie Ave, Inglewood, CA 90303: Electricity, Gas, Telephone, Cable T.V.
- (B) Sunshine Coin Laundry, 10023 S Prairie Ave, Inglewood, CA 90303: Electricity, Gas, Telephone, Cable T.V.
- (C) Single Family Detached Residence, 10226 S. Prairie Avenue, Inglewood, CA 90303: Telephone, Cable T.V.
- (D) Triplex Residence, 10204 S. Prairie Avenue, Inglewood, CA 90303: Telephone, Cable T.V.
- (E) Airport Inn Hotel, 3900 W. Century Boulevard, Inglewood, CA 90303: Telephone, Cable T.V.
- (F) Extra Space Storage, 3846 W. Century Boulevard, Inglewood, CA 90303: Telephone, Cable T.V.
- (G) Industrial Buildings, 3821 102nd Street, Inglewood, CA 90303 and properties to the east: Electricity.
- (H) Industrial Building, 10105 Doty Avenue, Inglewood, CA 90303: Telephone & Cable T.V.

Prior to disconnection of these active dry utilities to these users, new utilities to maintain service will be installed. Underground dry utilities will be installed in the public right-of-way in South Prairie Avenue, West 101st Street, West Century Boulevard, West 102nd Street, West 103rd Street, West 104th Street and the access road on the west side of the West Parking Garage Site. Above grade utilities will be installed on pole lines in West 104th Street, South Doty Avenue, and West 102nd Street. Underground dry utilities

will be installed in an easement on the Plaza area north access road to connect to the pole line at the southwest corner of the Airport Inn Hotel Property to utilities in West Century Boulevard. Underground dry utilities will be installed in an easement on the western north/south access road on the West Parking Garage Site to connect West 101st Street electrical service to West Century Boulevard. Plans will be submitted for City review prior to installation of utilities.

3.2 New Dry Utility Services

New dry utility electrical, telephone and cable TV service to the West Parking Garage Site will be taken from the existing overhead pole line on the north side of West 102nd Street.

New electrical service to the Arena Plaza areas will be from underground dry utilities that will be extended from the CE Lennox Substation on West 103rd Street, across South Prairie Avenue and extended in an easement on the Arena area south access road. A secondary electrical service will be extended from the Hawthorne Substation in a combination of above ground and underground facilities northerly along South Prairie Avenue to the easement on the Arena area south access road. New natural gas, telephone, and cable TV service to the Arena and Plaza areas will extend from existing facilities at South Prairie Avenue and will be extended in a joint trench along the southern access road. New onsite dry utility facilities would be terminated within a utility yard near the southeast corner of the Arena Site. Structures required to serve the Project site consist of switches, capacitor banks, multiple transformers, and metering equipment.

New dry utility service to the new relocated well site will be from the existing overhead pole line on West 102nd Street.

New dry utility service to the East Parking Garage will be from the existing overhead pole line on the north side of West 102nd Street and will require an underground service to be installed across West 102nd Street.

Dry utilities for the hotel to be relocated on West Century Boulevard east of the East Parking Garage site will be installed by the hotel developer under separate plans, traffic control plans and permits to be obtained by the hotel developer, and it is not part of this SEC Infrastructure Plan. Plans will be submitted to, reviewed by, and approved by the City.

Section 4 Inglewood Water Well Relocation

The City owned and operated Inglewood Water Well No. 6 will be properly destroyed or properly abandoned, and a new Water Well No. 8 will be constructed to replace it as detailed in the City of Inglewood Well No. 8 Preliminary Design Report prepared by Tetra Tech and dated April 2018 ("Well Relocation PDR"). The new City owned, and operated Water Well No. 8 will be located on the southern third of the two parcel Well Relocation Site at 3818 West 102nd Street in Inglewood. The site plan for Well No. 8 is shown on [Exhibit 8](#) (New Inglewood Well 8 Plan).

The well will include water pumps and associated infrastructure that would be visible above ground, similar to the existing Water Well No. 6. No buildings are proposed. The ground surface would be covered with gravel or crushed stone, with a 15-foot wide paved driveway adjacent to the eastern side of the proposed well location for vehicle access.

A 6-foot tall concrete masonry unit security fence with automated sliding access gate would enclose the well site, with additional security provided via security cameras connected to the City of Inglewood via the pump station telemetry system. The well site will not include a permanent onsite backup generator.

The well would be drilled approximately 750 feet below ground surface, with a submersible pump to reduce noise to nearby residences. The Well No. 8 raw water discharge piping would connect to the existing City of Inglewood raw water main, located immediately in front of the proposed site on West 102nd Street, as shown on [Exhibit 5](#) (Well Water Transmission Infrastructure Plan). An existing utility pole located 50 feet east of the Well Relocation Site on West 102nd Street is expected to be the connection location to provide the power for the new well facility.

An 18" diameter reinforced concrete well waste discharge line will connect to a LA County Flood Control District (LACFCD) reinforced concrete box located at the intersection of West 102nd Street and South Doty Avenue.

Inglewood Well No. 6 will be properly removed as described in the Well Relocation PDR. Existing site improvements will be demolished and removed as shown on [Exhibit 9](#) (Inglewood Well 6 Demolition Plan).

With the City of Inglewood's concurrence, Developer hired Tetra Tech as engineer of record for this well demolition and new well relocation project to provide services including project management, preliminary design, permitting, well design & equipping construction documents, bid phase assistance, and construction phase assistance for both removal of existing well and construction of a new replacement well.

The City of Inglewood will review and approve the plans and specifications and will bid out the work and hire the contractors to complete the Destruction of Well No. 6 and the construction of Well No. 8 and all required associated infrastructure and facilities. Developer will help coordinate plan reviews and permits and will pay for the construction work contracted for by the City subject to a separate reimbursement agreement to be negotiated. The City will destroy Well No. 6 per CA Water Well Standards Bulletins 74-81 and 74-90, end electric power service to the lot, and close the valve that cuts the well off from the well water transmission main. City may remove/salvage whatever Well No. 6 superstructure they deem appropriate.

Developer will contract for and complete the demolition of the facilities and infrastructure at Well No. 6 that remain after the City destroys the well. This demolition work by Developer can start as soon as Developer acquires the Well No. 6 site property from the City. City does not require new Well No. 8 to be complete prior to the destruction of Well No. 6.

Section 5 Street Improvements

Substantial street infrastructure already exists which will serve the Project. The existing and proposed street systems for the Project are shown in [Exhibit 10](#) (Circulation Plan, Traffic Signal and Bus Stop Plan) and in [Exhibit 11](#) (Street Vacation, Widening and Dedication Plan). Basic geometrics in the right of way such as numbers of lanes, their uses, and their widths are further shown in Street Section [Exhibits 12a, 12b, and 12c](#). The following Infrastructure descriptions apply generally to streets surrounding the Project. In general, new street structural sections consist of 6" asphalt concrete (AC) over 9" crushed aggregate base (AB) for a traffic index (TI) of 7-8 and 5" AC over 8" AB for a TI 6-7 per soils report recommendations, to meet and match existing streets. Crushed miscellaneous base (CAB) could be substituted if approved by the Soils Engineer of Record. All street structural sections shall meet City standards in effect from at the time of plan approval. All anticipated underground utility crossings will be installed prior to final street pavement. Street improvements will be designed to meet the current City of Inglewood standard plans and details. Existing fiber optic conduits will be avoided or relocated as necessary. Street trees and landscape improvements in the public right of way will be provided in accordance with the SEC Design Guidelines.

5.1 Local Public Street Right-Of-Way Surface Improvements

Public street surface improvements are not required except as specifically set forth in this Infrastructure Plan. Prior to the start of the Project, Developer will photograph the existing condition of the streets surrounding the Project site including West 102nd Street, West 101st Street, West Century Boulevard, South Prairie Avenue, and South Doty Avenue and will only be required to repair street improvements shown to be damaged by the development of the Project and Infrastructure. New street surface improvements to support the Project will consist of:

- (A) North side of 102nd Street west of South Prairie Avenue: Demolition and replacement of existing curbs, gutters, and sidewalks from Prairie Avenue to the western Project Boundary that is approximately 528 feet west of the intersections of the centerlines of West 102nd Street and South Prairie Avenue. Work includes adding a new concrete curb returns and asphalt surface improvements to join the new 28-foot-wide fire access road on the west side of the West Parking Garage to West 102nd Street. Slurry seal both sides of West 102nd Street from the western Project Boundary to the intersection of West 102nd Street and South Prairie Avenue. Install new parkway street trees and landscaping along the frontage of the project per Section A1 102nd Street West Parking Garage on [Exhibit 12b](#) (Street Sections).
- (B) West 101st Street 15 feet west of West Parking Garage Site western boundary: Demolition of existing curbs, gutters, and sidewalks and adding a new concrete curb returns and asphalt surface improvements to join the new 28-foot-wide fire access road on the west side of the West Parking Garage to West 101st Street.
- (C) West 101st Street from the intersection of the centerlines of West 101st Street and South Prairie Avenue west approximately 200 feet: On the south side of West 101st Street, demolish and replace existing curbs, gutters, and sidewalks and adding a new concrete curb returns and asphalt surface improvements to join the new 28-foot-wide fire access road on the east side of the West Parking Garage. Grind and overlay the north and

south sides of the remaining portion of West 101st Street in this area with asphalt. Restripe the stop sign and bar at the intersection with South Prairie Avenue.

- (D) South side of West Century Boulevard west of South Prairie Avenue: (1) Approximately 519 feet west of the intersection of the centerlines of West Century Boulevard and South Prairie Avenue, demolish 34 feet of existing curbs, gutters, and sidewalks and add a new concrete curb returns and asphalt surface improvements to join the new 28-foot-wide fire access road on the east and west sides of the West Parking Garage. Demolition of existing curbs, gutters, and sidewalks and installation of a new concrete driveway to access the West Parking Garage. (2) Approximately 220 feet west of the intersection of the centerlines of West Century Boulevard and South Prairie Avenue, demolish 34 feet of existing curbs, gutters, and sidewalk and add new concrete curb returns and asphalt surface improvements to join the new 28-foot-wide fire access road on the east side of the West Parking Garage. (3) Approximately 452 feet west of the intersection of the centerlines of West Century Boulevard and South Prairie Avenue, demolish 48 feet of existing curbs, gutters, and sidewalk and add a new concrete driveway to join the northwest entry and exit to the Western Parking Structure. Install a new traffic signal at the northwest access to the West Parking Garage including new electrical service from Southern California Edison. Install new signage and striping of West Century Boulevard at this new intersection where needed for new access points per final approved plans. Temporary relocation of existing a Metro bus stop sign, bench and trash can.
- (E) West side of South Prairie Avenue south of West 101st Street to the north side of West 102nd Street: Demolition of existing curbs, gutters, sidewalks and three streetlights. Add one new 12' wide AC right turn only lane and construction new concrete curbs, gutters and sidewalks as shown in Section P2 in [Exhibit 12b](#) (Street Sections). Install new signage and striping of the new lane per final approved plans. Tie into existing streetlight wiring conduits and reinstall the three streetlights with new foundations. Provide a concrete driveway access to the east side of the West Parking Garage. Install a new traffic signal at the West Parking Garage access including new electrical service from Southern California Edison. Install new signage on and striping of South Prairie Avenue at this new intersection per final approved plans. Replace existing City street trees in kind.
- (F) Northwest corner of South Prairie Avenue at West 102nd Street: Close off access west bound on West 102nd Street from south bound South Prairie Avenue as shown on the detail entitled Prairie Avenue and West 102nd Street West Parking Structure on [Exhibit 12c](#) (Street Sections). Demolish the existing traffic signal at this intersection. Install signage and striping of this intersection per final approved plans.
- (G) South Prairie Avenue between West 102nd Street and West 103rd Street: If the location of the reversible lane signal that crosses South Prairie Avenue overhead is in conflict with an access driveway to the Project, remove and, if feasible, relocate (or if damaged by Developer in the course of removal, replace), the existing reversible lane gantry to a nearby location within the existing City reversible lane system. Work would include new concrete foundations and tying into the existing reversible lane wiring system.

- (H) East side of South Prairie Avenue along the frontage of the Project south of West 102nd Street to the Project Boundary: Demolish existing and install new curbs, gutters, and sidewalks. Install new concrete curb returns and asphalt surface improvements to join the new 12-foot-wide access road to the South Parking Garage that will be approximately 167 feet south of the intersection of the centerlines of South Prairie Avenue and West 102nd Street. Install new concrete curb returns and asphalt surface improvements to join the new 28-foot-wide access road to the South Parking Garage that will be approximately 227 feet south of the intersection of the centerlines of South Prairie Avenue and West 102nd Street. Relocate one streetlight. Tie into existing streetlight wiring conduits and reinstall the existing streetlight with new foundations.
- (I) East side of South Prairie Avenue between West 102nd Street and West Century Boulevard: Demolition of existing curbs, gutters, sidewalks and three streetlights. Add one new 12' wide AC right turn only lane and construction new concrete curbs, gutters and sidewalks as shown in Section P2 in Exhibit 12b (Street Sections). Extend the south leg crosswalk striping across South Prairie Avenue to the new southeast corner. Tie into existing streetlight wiring conduits and reinstall three streetlights with new foundations. Modify the existing traffic signal at West Century Boulevard and South Prairie Avenue to implement a northbound right-turn signal overlap phase. Install new signage and striping of South Prairie Avenue per final approved plans. Remove the existing bus stop signs, benches, trash can and shelter. Adjust the east leg crosswalk across West Century Boulevard to the new southeast corner and widen it to 20'. Replace existing City street trees in kind.
- (J) East side of South Prairie Avenue north of West Century Boulevard: Remove existing parkway landscape, install sidewalk and reinstall the bus stop signs, benches, trash can and shelter from the south side of West Century Boulevard to the north side of the intersection as shown on Exhibit 10 (Circulation Plan, Traffic Signal and Bus Stop Plan). Remove the existing AC in the street and install a new concrete bus pad per City of Inglewood Standard Plan DS-14.
- (K) South side of West Century Boulevard between South Prairie Avenue to South Doty Avenue: (1) Relocate the existing bus stop sign, shelter, benches, and trash can east as shown on Exhibit 10 (Circulation Plan, Traffic Signal and Bus Stop Plan). Remove the existing AC in the street and install a new concrete bus pad per City of Inglewood Standard Plan DS-14. (2) Approximately 407 feet east of the intersection of the centerlines of West Century Boulevard and South Prairie Avenue, demolish approximately 41 feet of existing curbs, gutters, and sidewalks and add a new concrete curb returns and asphalt surface improvements to join the new 28-foot-wide fire access road to the east of the Plaza and to join the access ramp to the new Arena underground event floor level. Relocate one streetlight to create room for the new fire access road to the east of the Sports and Entertainment Complex plaza.
- (L) South side of West Century Boulevard along the East Parking Garage site frontage: (1) Demolish existing curbs, gutters, and sidewalks where needed and add a new concrete curb returns and asphalt surface improvements to join the new fire access road to the west side of the East Parking Garage. (2) Demolish existing curbs, gutters, and sidewalks and add new concrete curb returns and asphalt surface treatments to join the

new East Parking Garage ingress and egress points. Modify the traffic signal, median and striping at the entrance to the East Parking Garage to allow for eastbound and westbound turning movements.

- (M) North side of West 102nd Street along the East Parking Garage site frontage: Demolish and replace existing curbs, gutters, and sidewalks and add a new concrete curb return and asphalt surface improvements to join the new access road to the south side of the East Parking Garage. Install new parkway landscape and street trees along the frontage of the lot.
- (N) North side of West 102nd Street approximately 213 feet west of the intersection of South Doty Avenue and West 102nd Street: Install a LA County Fire Department approved hammer-head turn around. This will require removing curb, gutter and sidewalk and installing new curb returns, sidewalk and asphalt surface improvements.
- (O) Install a conduit and fiber optic cable to provide a direct connection from the City ITS hub at the northwest corner of the intersection of West Century Boulevard and South Prairie Avenue to the main distribution frame within the Sports and Entertainment Complex site for use by the City of Inglewood Public Works Department and the City of Inglewood Police Department.
- (P) The hotel to be constructed on West Century Boulevard east of the East Parking Garage site will require demolition of the existing curbs, gutters, and sidewalks where needed, and the addition of a new driveway to the hotel on West Century Boulevard. These improvements will be installed by the hotel developer under separate plans, traffic control plans and permits to be obtained provided by the hotel Developer, and it is not part of this SEC Infrastructure Plan.

5.2 Mitigation Measures Including Intersections, Traffic Signal Improvements and Freeway Improvements in the City of Inglewood and in Other Jurisdictions

The following specific intersection, traffic signal and freeway Infrastructure improvements shall, subject to obtaining consents of other regulatory agencies with jurisdiction, where applicable, such as the City of Los Angeles, City of Hawthorne or Caltrans, be provided by Developer in accordance with the Section 3.14 Transportation and Circulation Mitigation Measures as described of the IBEC MMRP, including the schedule and conditions for performance described in the MMRP. In the event of a conflict or omission between the description of the Infrastructure improvements described in this Section 5.2 and the IBEC MMRP the IBEC MMRP shall control.

- (A) As shown on [Exhibit 13a](#), work with the City of Inglewood and the City of Los Angeles to implement capacity-increasing improvements at the West Century Boulevard/South La Cienega Boulevard intersection. Recommended improvements include two elements: (i) Restripe the westbound approach and modify traffic signals to convert the outside through/right lane to a dedicated right-turn lane and operate it with an overlap phase consistent with the LAX Landside Modernization Program [LAMP] improvements planned for this location; and (ii) Remove median island on the west leg, restripe the

eastbound and westbound approaches, and modify traffic signals to add second left-turn lanes in each direction. . If infeasible work with the City of Inglewood and LADOT to identify a substitute measure or contribution in accordance with the IBEC MMRP for MM 3.14-2(c).

- (B) As shown on Exhibit 13b, construct (via restriping, and conversion of median) second left-turn lanes on the northbound and southbound approaches to the Century Boulevard/Hawthorne Boulevard/La Brea Boulevard intersection and operate the northbound right-turn with an overlap phase. [MM3.14-2(d)]
- (C) As shown on Exhibit 13c, restripe the westbound West 104th Street approach to Yukon Avenue from its current configuration consisting of a shared left/through/right lane to a revised configuration consisting of a left/through lane and a dedicated right-turn lane. [MM 3.14-2(f)]
- (D) As shown on Exhibit 13d, work with the City of Inglewood and Caltrans to widen the I-105 off-ramp approach to Prairie Avenue to consist of two lefts, a shared left/through/right, and a dedicated right-turn lane. This will require obtaining Caltrans approval and complying with the Caltrans project development process as a local agency-sponsored project. Depending on the complexity and cost of the improvement, this could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, project study report, project report, environmental and engineering studies, project design, construction, etc. [MM 3.14-2(g)]
- (E) As shown on Exhibit 13e, restripe the eastbound approach of Manchester Boulevard at La Brea Avenue to provide a separate right-turn lane, resulting in one left-turn lane, two through lanes and one right-turn lane. [MM3.14-2(h)]
- (F) As shown on Exhibit 13f, restripe the westbound approach of Manchester Boulevard at Crenshaw Boulevard to provide a second left-turn lane, resulting in two left-turn lanes, one through lane and one shared through/right-turn lane. [MM3.14-2(i)]
- (G) As shown on Exhibit 13g, work with the City of Inglewood, the City of Hawthorne and Caltrans to widen the I-105 westbound off-ramp at Crenshaw Boulevard to consist of one left, one left/through, and two right-turn lanes. Replace sign gantry. Modify Caltrans maintained traffic signals. This would require obtaining Caltrans approval and complying with the Caltrans project development process as a local agency-sponsored project. Depending on the complexity and cost of the improvement, this could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, project study report, project report, environmental and engineering studies, project design, construction, etc. [MM3.14-2(j)]
- (H) As shown on Exhibit 13h, work with the City of Hawthorne to remove the median island and restripe the southbound approach of Prairie Avenue at 120th Street to provide a second left-turn lane, resulting in two left-turn lanes, two through lanes and one shared through/right-turn lane. Work includes modification of traffic signals as necessary. [MM 3.14-2(k)]

- (I) As shown on Exhibit 13j, work with the City of Hawthorne to implement a southbound right-turn overlap signal phase at the intersection of Crenshaw Boulevard and 120th Street. [MM 3.14-2(l)]
- (J) As shown on Exhibit 13j, construct a second left-turn lane on southbound La Brea Avenue at Centinela Avenue and implement protected left turns for the northbound and southbound approaches. MM 3.14-2(n)]
- (K) As shown on Exhibit 13k, work with the City of Inglewood and Caltrans to restripe the center lane on the I-405 Northbound Off-Ramp at West Century Boulevard to permit both left and right-turn movements. This would require obtaining Caltrans approval and complying with the Caltrans project development process as a local agency-sponsored project. This could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, project study report, project report, environmental and engineering studies, project design, construction, etc. [MM 3.14-3(c)]
- (L) As shown on Exhibit 13l, work with the City of Inglewood and the City of Los Angeles to remove the median island on the north leg and construct a second left-turn lane on southbound La Cienega Boulevard at Centinela Avenue. If infeasible work to identify a substitute measure in accordance with MM 3.14-3(j), as described in the IBEC MMRP.
- (M) As shown on Exhibit 13m, implement protected or protected/permissive left-turn phasing on northbound and southbound South Prairie Avenue at West 104th Street. [MM 3.14-3(l)]
- (N) Work with the City of Inglewood, the City of Hawthorne and Caltrans to investigate the feasibility of adding a second eastbound left turn lane on 120th Street at the I-105 Eastbound On and Off Ramps within the existing pavement width, and if determined feasible within the existing pavement width, to implement the improvement. [MM 3.14-2(p)]
- (O) Work with the City of Inglewood and the Centinela Hospital Medical Center to develop and implement a local Hospital Access Plan, as described in MM 3.14-14 in the IBEC MMRP. This could include a wayfinding program that includes placement of signage (e.g., blank-out signs, changeable message signs, permanent hospital alternate route signs, etc.) on key arterials that may provide fixed alternate route guidance as well as real-time information regarding major events, or other elements. [MM 3.14-14]
- (P) As shown on Exhibit 13n, restripe the northbound approach of Felton Avenue at West Century Boulevard from a single left-through-right lane to one left/through lane and one right-turn lane. [MM 3.14-17(q)]
- (Q) Retain traffic engineer to work with the City to create traffic signal timing sheets to coordinate City traffic signals and optimize City traffic signal timings to accommodate major event traffic flows. See Fig. 3.14-17 in IBEC EIR for locations. [MM 3.14-3(o)]

- (R) Convert the signal control system at the intersection of South Prairie Avenue and Pincay Drive to provide protected or protected-permissive westbound and eastbound left turn phasing. [MM 3.14-3(e)].
- (S) Widen the east side of South Prairie Avenue to extend the proposed shuttle bus pull-out on the east of South Prairie Avenue to the intersection to serve as an exclusive right turn lane. Additionally, implement a northbound right-turn signal overlap phase. [MM 3.14-3(f)] [See Section 5.1(l) above]
- (T) Widen the east leg crosswalk across West Century Boulevard at South Prairie Avenue to 20 feet. [MM 3.14-13 [See Section 5.1(l) above]

SEC Infrastructure Plan Exhibits

Exhibit 1	Sewer Infrastructure Plan
Exhibit 2	Storm Drain Infrastructure Plan
Exhibit 3	Fire Protection Infrastructure Plan
Exhibit 4	Domestic Water Infrastructure Plan
Exhibit 5	Well Water Transmission Infrastructure Plan
Exhibit 6	Reclaimed Water Infrastructure Plan
Exhibit 7	Dry Utility Infrastructure Plan
Exhibit 8	New Inglewood Well No. 8 Plan
Exhibit 9	Inglewood Well No. 6 Demolition Plan
Exhibit 10	Circulation Plan, Traffic Signal and Bus Stop Plan
Exhibit 11	Street Vacations, Widening and Dedications Plan
Exhibit 12a	Street Sections
Exhibit 12b	Street Sections
Exhibit 12c	Street Sections
Exhibit 13a	La Cienega Blvd / W Century Blvd
Exhibit 13b	Hawthorne Blvd / La Brea Ave / W Century Blvd
Exhibit 13c	Yukon Ave / 104th St
Exhibit 13d	S Prairie Ave / I-105 Off Ramp
Exhibit 13e	Manchester Blvd / La Brea Ave
Exhibit 13f	Crenshaw Blvd / Manchester Blvd
Exhibit 13g	Crenshaw Blvd / I-105 Off Ramp
Exhibit 13h	S Prairie Ave / 120th St
Exhibit 13i	Crenshaw Blvd / 120 th St
Exhibit 13j	La Brea Ave / S Centinela Ave
Exhibit 13k	I-405 Northbound Off-Ramp / W Century Blvd
Exhibit 13l	La Cienega Blvd / S Centinela Ave
Exhibit 13m	104 th St / S Prairie Ave
Exhibit 13n	W Century Blvd / Felton Ave

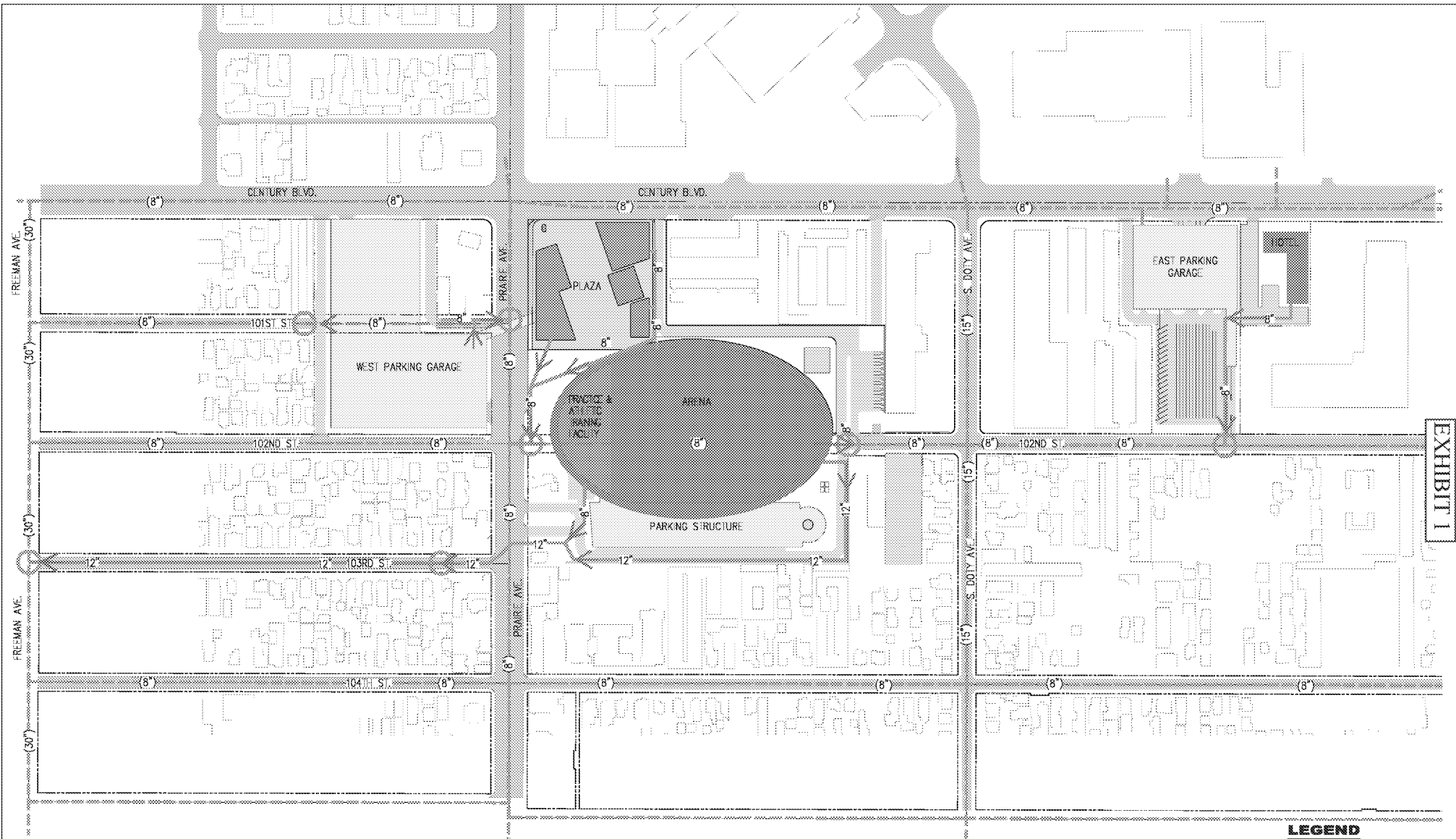
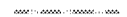




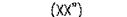
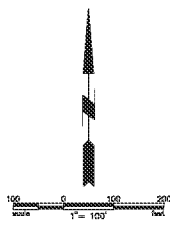


EXHIBIT 1

LEGEND

-  REMOVE EXISTING SEWER LINE
-  EXISTING SEWER LINE
-  PROPOSED SEWER LINE
-  CONNECT TO EXISTING LINE
-  EXISTING SEWER LINE TO UPSIZED EXISTING LINE SIZE
-  PROPOSED LINE SIZE



D & D ENGINEERING, INC.
 8801 S. LA CENIZA BLVD, SUITE 108
 PUEBLO, CO 81001
 Phone: 424-351-8800

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

CONCEPTUAL SEWER INFRASTRUCTURE

1" = 100'
 11/16/2019
 1 of 1

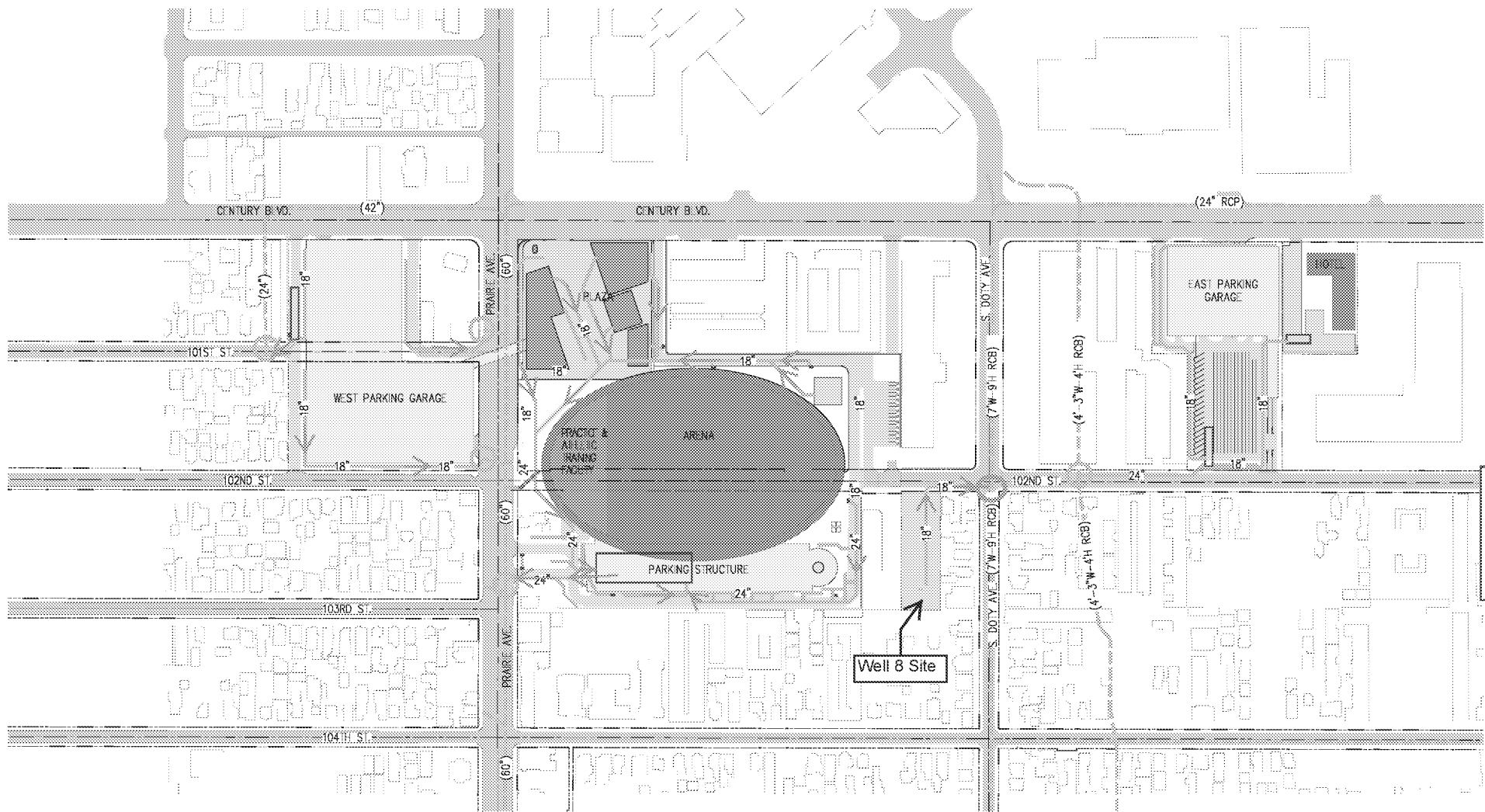
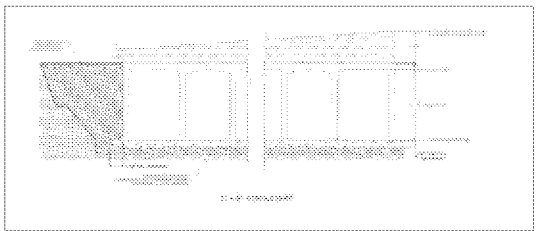


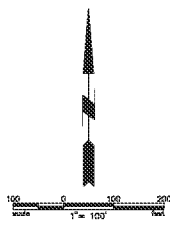
EXHIBIT 2

LEGEND

- EXISTING STORM DRAIN LINE
- REMOVE EXISTING STORM DRAIN LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED STORM DRAIN STRUCTURE
- CONNECT TO EXISTING LINE
- PROPOSED UNDERGROUND PRECAST DETENTION STRUCTURE
- (XX") EXISTING LINE SIZE
- XX" PROPOSED LINE SIZE



STORMTRAP UNDERGROUND PRECAST DETENTION STRUCTURE TYPICAL DETAIL



D & D ENGINEERING, INC.
 8801 S. LA CERRENA BLVD, SUITE 118
 FORT WORTH, TX 76101
 Phone: 424-351-8800

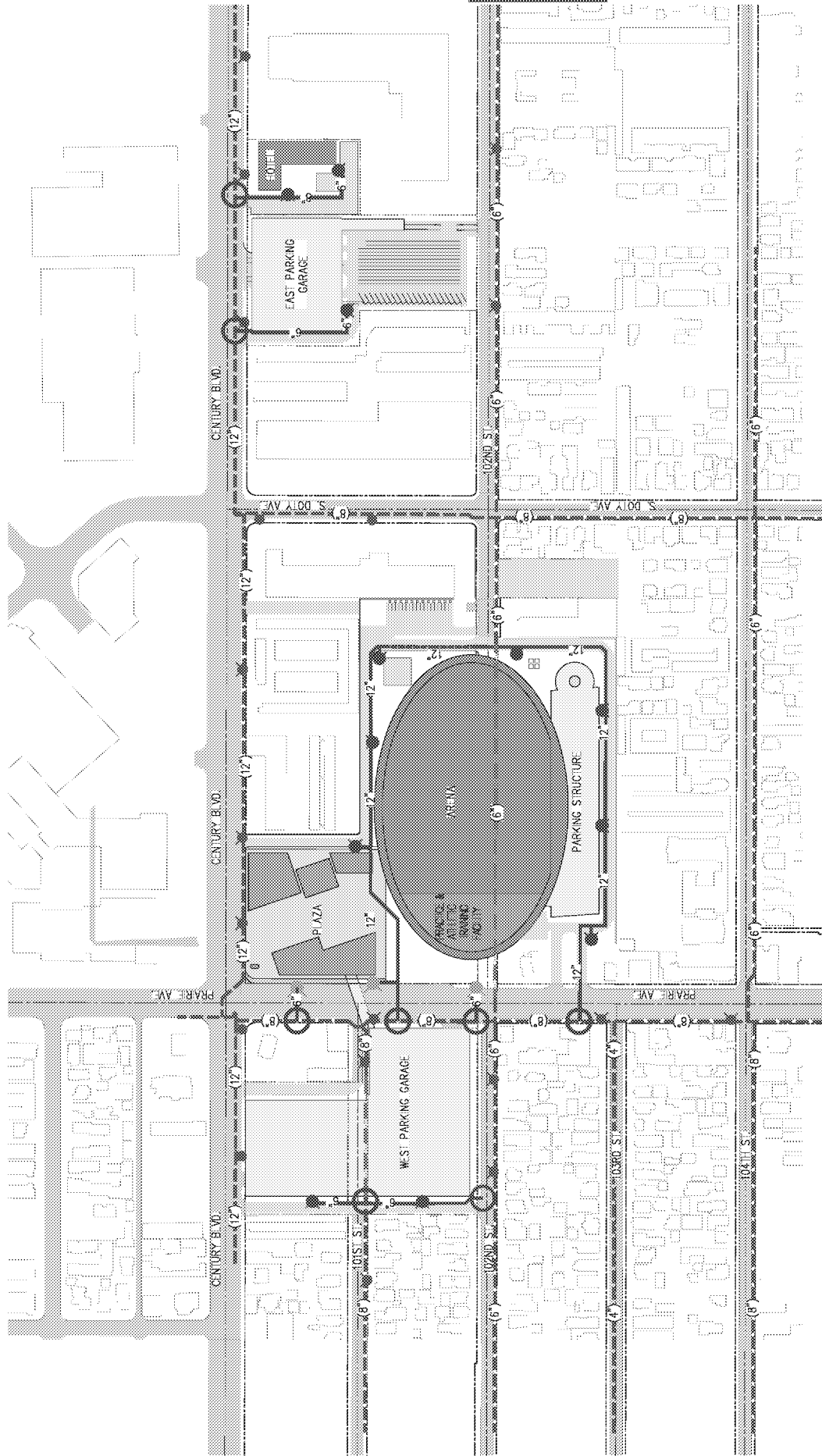
INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

CONCEPTUAL STORM DRAIN EXHIBIT

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 DATE: 11/16/2019
 SHEET: 01 OF 01

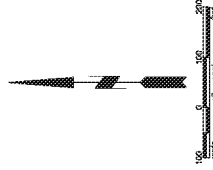
Project: Inglewood Basketball and Entertainment Center
 Date: 11/16/2019
 Sheet: 01 of 01
 Drawn by: [Name]
 Checked by: [Name]

EXHIBIT 3



LEGEND

- EXISTING CSWC WATER LINE
- PROPOSED FIRE WATER LINE
- PROPOSED FIRE WATER LINE PER BUILDING PLUMBING PLANS
- REMOVE CSWC WATER LINE
- EXISTING FIRE HYDRANT
- PROPOSED PUBLIC FIRE HYDRANT
- PROPOSED PRIVATE FIRE HYDRANT
- CONNECT TO EXISTING WATER LINE
- EXISTING LINE SIZE (XX")

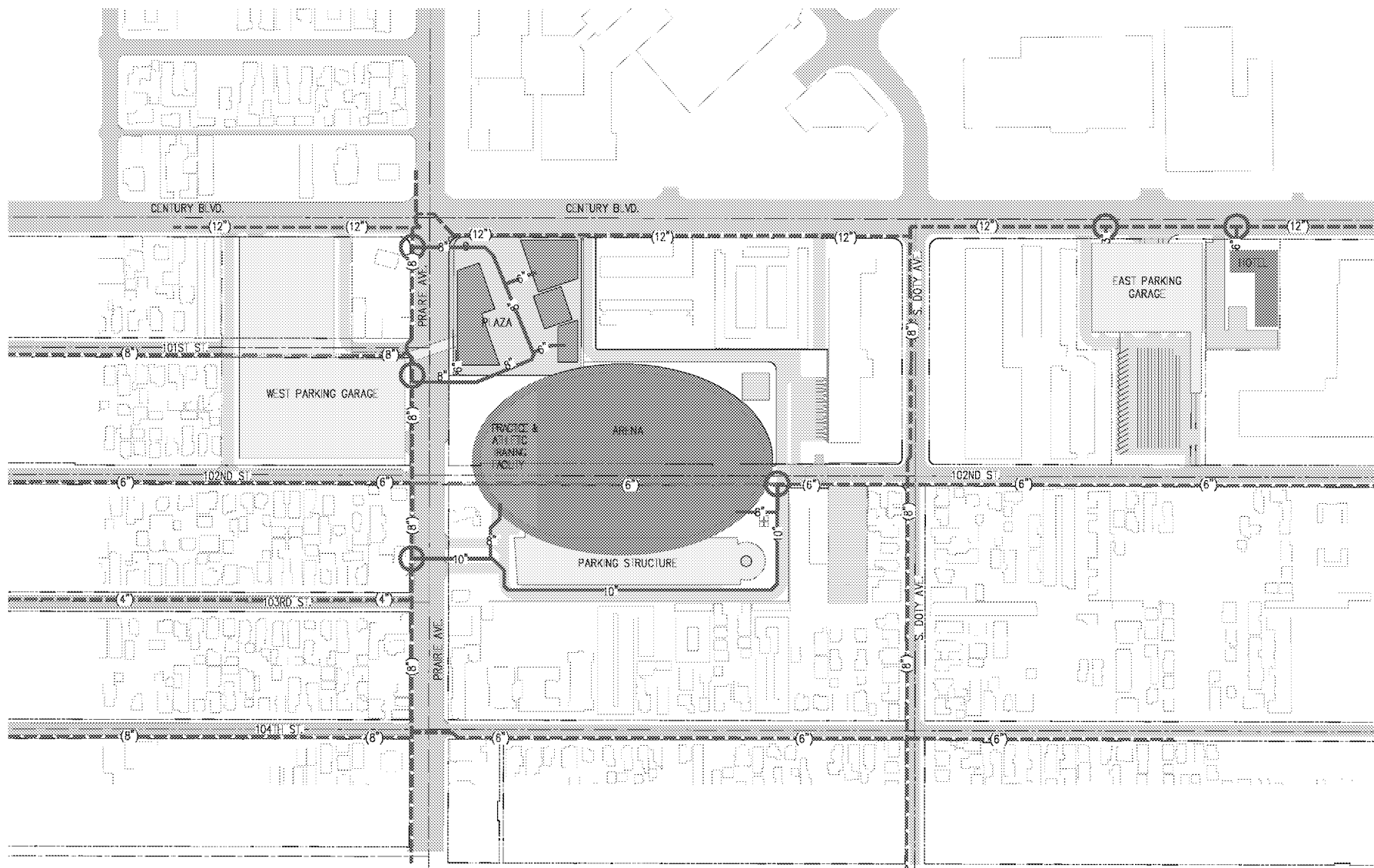


D & D ENGINEERING, INC.
 8815 S. HOLLAND ST. SUITE 118
 HALLAND, WA 98027
 Phone: 425-861-8802

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

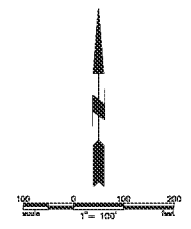
CONCEPTUAL FIRE PROTECTION INFRASTRUCTURE

1" = 100'
 1/16" = 200'
 1 OF 1



LEGEND

- EXISTING GSWC POTABLE WATER LINE
- PROPOSED GSWC POTABLE WATER LINE
- REMOVE GSWC POTABLE WATER LINE
- CONNECT TO EXISTING LINE
- (XX") EXISTING LINE SIZE
- XX" PROPOSED LINE SIZE



D & D ENGINEERING, INC.
 8801 S. LA CERRITOS BLVD, SUITE 108
 INGLEWOOD, CA 90301
 Phone: 424-351-8800

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER	
CONCEPTUAL POTABLE WATER INFRASTRUCTURE	11/16/2019
	1 of 1

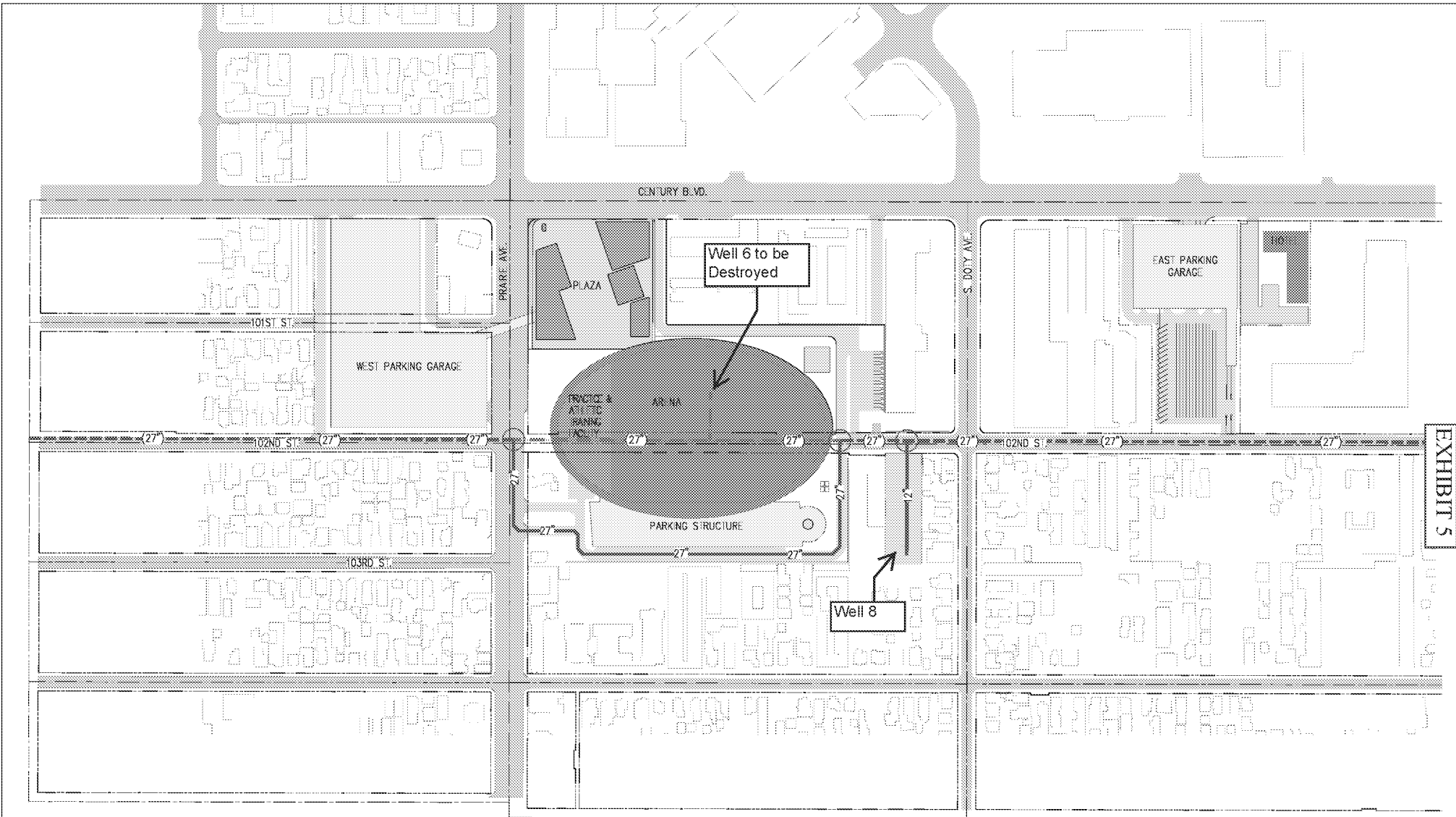
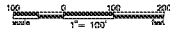


EXHIBIT 5

LEGEND

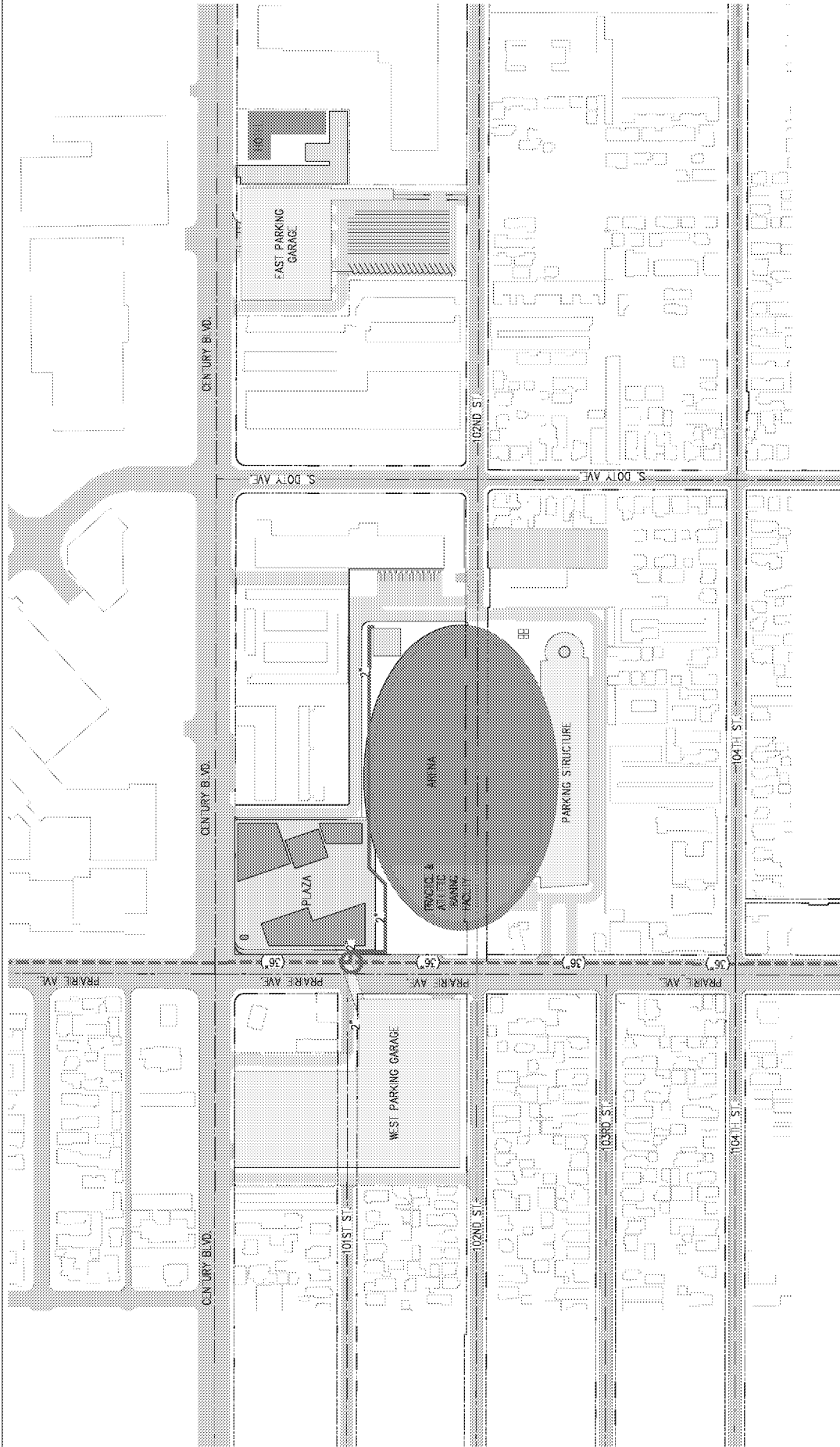
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- PROPOSED CITY OF INGLEWOOD TRANSMISSION POTABLE WATER LINE
- REMOVE EXISTING CITY OF INGLEWOOD TRANSMISSION POTABLE WATER LINE
- CONNECT TO EXISTING LINE
- (XX") EXISTING LINE SIZE
- XX" PROPOSED LINE SIZE



D & D ENGINEERING, INC.
 8801 S. LA CERRENA BLVD, SUITE 108
 INGLEWOOD, CA 90301
 Phone: 424-351-8800

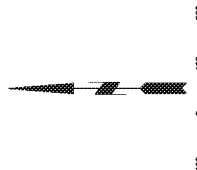
INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER	
CONCEPTUAL WELL TRANSMISSION EXHIBIT	1" = 100' 11/16/2019 1 of 1

EXHIBIT 6



LEGEND

- EXISTING RECLAIMED WATER LINE
- PROPOSED RECLAIMED WATER LINE
- (XX) CONNECT TO EXISTING LINE
- XX EXISTING LINE SIZE
- XX PROPOSED LINE SIZE

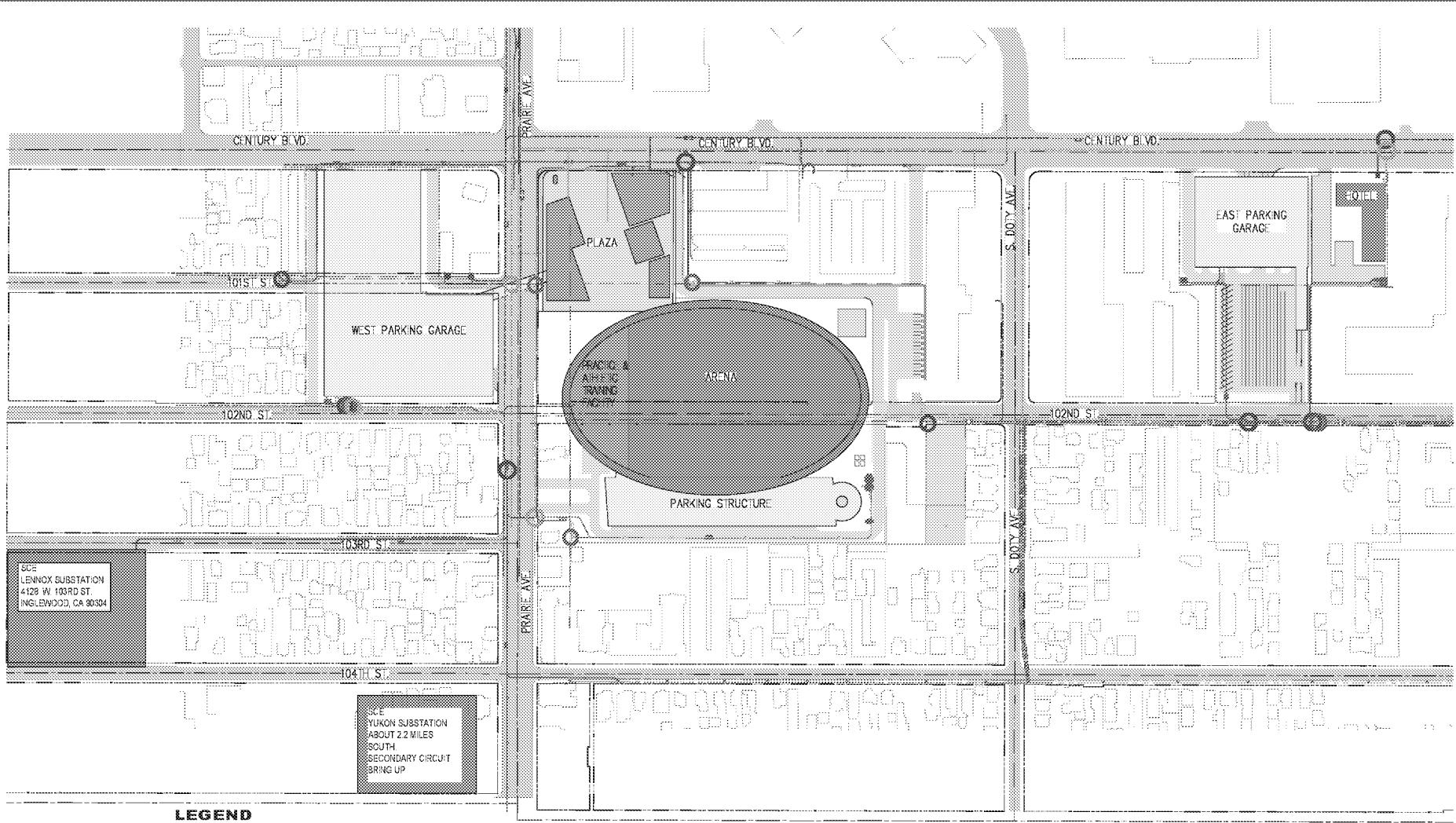


D & D ENGINEERING, INC.
 8815 S. GARDEN HWY. SUITE 118
 HOUSTON, TX 77061
 Phone: 281-961-8802

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

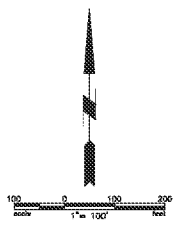
CONCEPTUAL RECLAIMED WATER INFRASTRUCTURE

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LEGEND

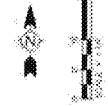
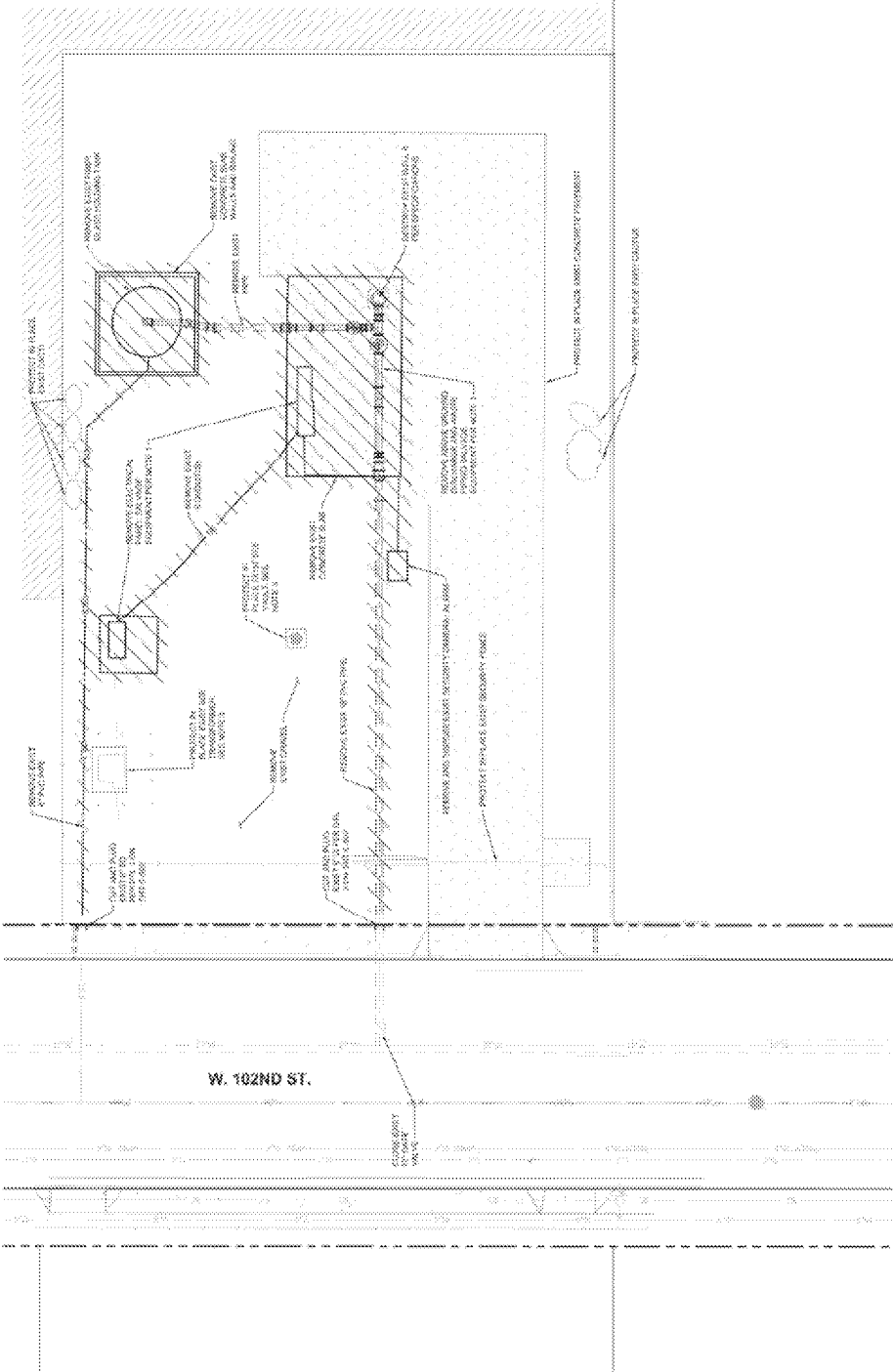
- EXISTING ELECTRICAL LINE
- EXISTING GAS LINE
- REMOVE EXISTING GAS LINE
- EXISTING OVERHEAD LINE
- REMOVE EXISTING OVERHEAD LINE
- PROPOSED ELECTRICAL TRENCH
- PROPOSED GAS TRENCH
- PROPOSED CATV TRENCH
- PROPOSED TELEPHONE TRENCH
- PROPOSED JOINT TRENCH (ELEC., GAS, CATV, TELE.)
- EXISTING ELECTRICAL VAULT/STRUCTURE
- PROPOSED ELECTRICAL VAULT/STRUCTURE
- CONNECT TO EXISTING ELEC. LINE
- CONNECT TO EXISTING GAS LINE
- CONNECT TO EXISTING LINE (CATV/TELEPHONE)



<p style="font-size: small;">P:\1001 Eng\100 West\shop\shop\infrastructure.dwg</p> <p style="font-size: x-small;">BU PALMER & ASSOCIATES, INC. One Ridgeway Drive, Suite 105 Torrance, CA 90505</p>	<p style="font-size: x-small;">D & D ENGINEERING, INC. 8801 S. LA CENIZA BLVD, SUITE 108 TORRANCE, CA 90501 Phone: 424-351-8800</p>	<p>INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER</p> <p>CONCEPTUAL DRY UTILITIES INFRASTRUCTURE</p>
		<p>1" = 100'</p> <p>05/13/2016</p> <p>01</p>

NOTE

- 1. DEMOLITION OF THIS PROJECT SHALL BE ACCORDING TO THE CITY OF INGLEWOOD, CALIFORNIA, LOCAL ORDINANCE 12.01.010, LOCAL ORDINANCE 12.01.020, LOCAL ORDINANCE 12.01.030, LOCAL ORDINANCE 12.01.040, LOCAL ORDINANCE 12.01.050, LOCAL ORDINANCE 12.01.060, LOCAL ORDINANCE 12.01.070, LOCAL ORDINANCE 12.01.080, LOCAL ORDINANCE 12.01.090, LOCAL ORDINANCE 12.01.100, LOCAL ORDINANCE 12.01.110, LOCAL ORDINANCE 12.01.120, LOCAL ORDINANCE 12.01.130, LOCAL ORDINANCE 12.01.140, LOCAL ORDINANCE 12.01.150, LOCAL ORDINANCE 12.01.160, LOCAL ORDINANCE 12.01.170, LOCAL ORDINANCE 12.01.180, LOCAL ORDINANCE 12.01.190, LOCAL ORDINANCE 12.01.200, LOCAL ORDINANCE 12.01.210, LOCAL ORDINANCE 12.01.220, LOCAL ORDINANCE 12.01.230, LOCAL ORDINANCE 12.01.240, LOCAL ORDINANCE 12.01.250, LOCAL ORDINANCE 12.01.260, LOCAL ORDINANCE 12.01.270, LOCAL ORDINANCE 12.01.280, LOCAL ORDINANCE 12.01.290, LOCAL ORDINANCE 12.01.300, LOCAL ORDINANCE 12.01.310, LOCAL ORDINANCE 12.01.320, LOCAL ORDINANCE 12.01.330, LOCAL ORDINANCE 12.01.340, LOCAL ORDINANCE 12.01.350, LOCAL ORDINANCE 12.01.360, LOCAL ORDINANCE 12.01.370, LOCAL ORDINANCE 12.01.380, LOCAL ORDINANCE 12.01.390, LOCAL ORDINANCE 12.01.400, LOCAL ORDINANCE 12.01.410, LOCAL ORDINANCE 12.01.420, LOCAL ORDINANCE 12.01.430, LOCAL ORDINANCE 12.01.440, LOCAL ORDINANCE 12.01.450, LOCAL ORDINANCE 12.01.460, LOCAL ORDINANCE 12.01.470, LOCAL ORDINANCE 12.01.480, LOCAL ORDINANCE 12.01.490, LOCAL ORDINANCE 12.01.500, LOCAL ORDINANCE 12.01.510, LOCAL ORDINANCE 12.01.520, LOCAL ORDINANCE 12.01.530, LOCAL ORDINANCE 12.01.540, LOCAL ORDINANCE 12.01.550, LOCAL ORDINANCE 12.01.560, LOCAL ORDINANCE 12.01.570, LOCAL ORDINANCE 12.01.580, LOCAL ORDINANCE 12.01.590, LOCAL ORDINANCE 12.01.600, LOCAL ORDINANCE 12.01.610, LOCAL ORDINANCE 12.01.620, LOCAL ORDINANCE 12.01.630, LOCAL ORDINANCE 12.01.640, LOCAL ORDINANCE 12.01.650, LOCAL ORDINANCE 12.01.660, LOCAL ORDINANCE 12.01.670, LOCAL ORDINANCE 12.01.680, LOCAL ORDINANCE 12.01.690, LOCAL ORDINANCE 12.01.700, LOCAL ORDINANCE 12.01.710, LOCAL ORDINANCE 12.01.720, LOCAL ORDINANCE 12.01.730, LOCAL ORDINANCE 12.01.740, LOCAL ORDINANCE 12.01.750, LOCAL ORDINANCE 12.01.760, LOCAL ORDINANCE 12.01.770, LOCAL ORDINANCE 12.01.780, LOCAL ORDINANCE 12.01.790, LOCAL ORDINANCE 12.01.800, LOCAL ORDINANCE 12.01.810, LOCAL ORDINANCE 12.01.820, LOCAL ORDINANCE 12.01.830, LOCAL ORDINANCE 12.01.840, LOCAL ORDINANCE 12.01.850, LOCAL ORDINANCE 12.01.860, LOCAL ORDINANCE 12.01.870, LOCAL ORDINANCE 12.01.880, LOCAL ORDINANCE 12.01.890, LOCAL ORDINANCE 12.01.900, LOCAL ORDINANCE 12.01.910, LOCAL ORDINANCE 12.01.920, LOCAL ORDINANCE 12.01.930, LOCAL ORDINANCE 12.01.940, LOCAL ORDINANCE 12.01.950, LOCAL ORDINANCE 12.01.960, LOCAL ORDINANCE 12.01.970, LOCAL ORDINANCE 12.01.980, LOCAL ORDINANCE 12.01.990, LOCAL ORDINANCE 12.01.1000.

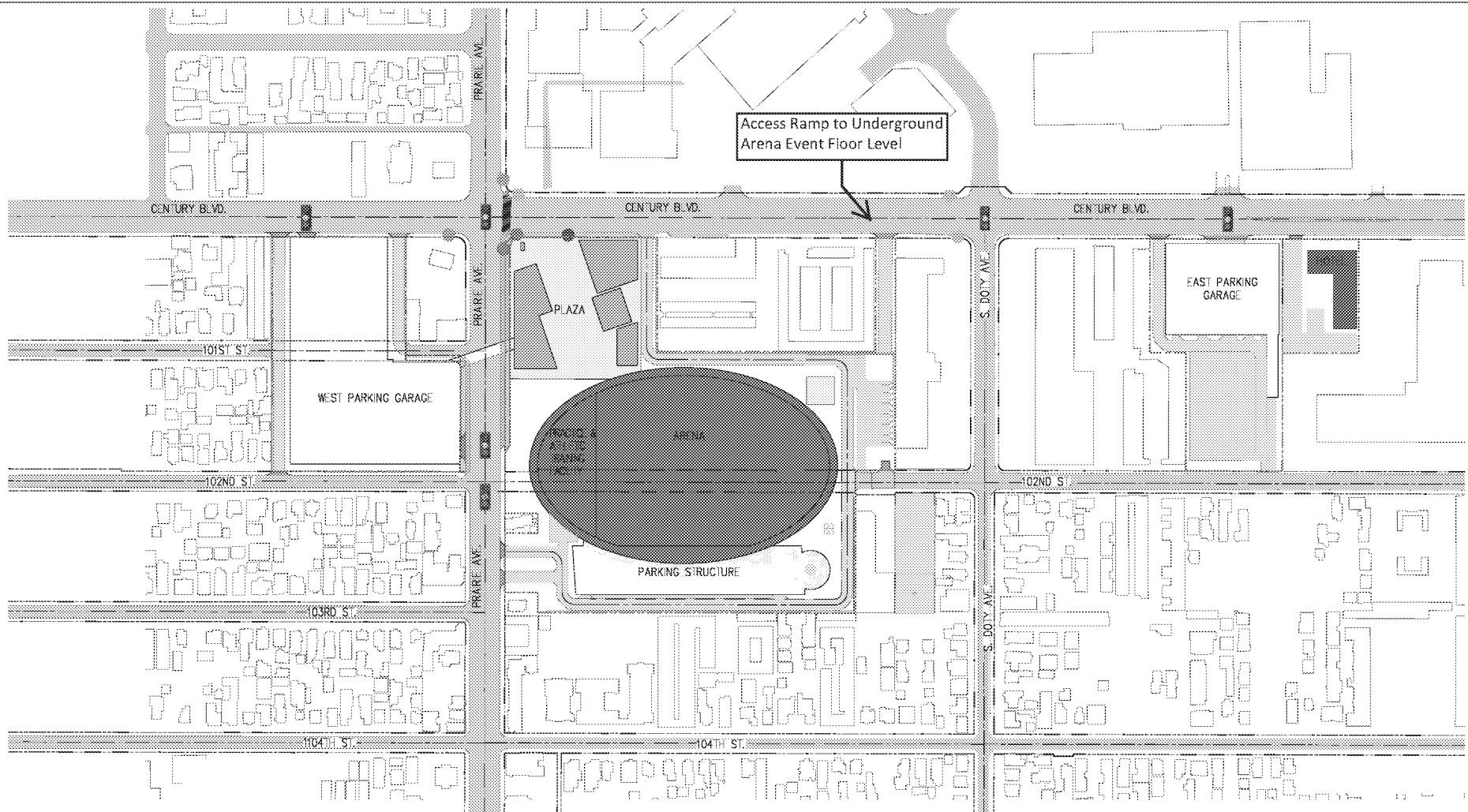


CITY OF INGLEWOOD
 INGLEWOOD HELL LOT 8
 3815 W. 102ND ST. INGLEWOOD, CA
 WELL 8
 DEMOLITION PLAN

<p>TETRA TECH 10000 W. 102ND ST. SUITE 100 INGLEWOOD, CA 90304 TEL: 310.606.1000 FAX: 310.606.1001</p>		<p>City of Inglewood 100 W. 102ND ST. SUITE 100 INGLEWOOD, CA 90304 TEL: 310.606.1000 FAX: 310.606.1001</p>
<p>DATE: 08/12/2023 TIME: 10:00 AM DRAWN BY: [Name]</p>	<p>DATE: 08/12/2023 TIME: 10:00 AM CHECKED BY: [Name]</p>	<p>DATE: 08/12/2023 TIME: 10:00 AM APPROVED BY: [Name]</p>

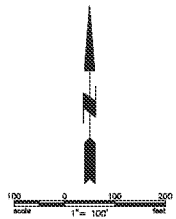
DIG ALERT

811
 CALL BEFORE YOU DIG
 1-800-485-5742
 www.digalert.com



LEGEND

- | | | | |
|--|--|--|--|
| | EXISTING BUS STOP | | NEW TRAFFIC SIGNAL |
| | EXISTING BUS STOP TO BE RELOCATED | | EXISTING TRAFFIC SIGNAL TO BE REMOVED |
| | PERMANENT RELOCATED BUS STOP | | EXISTING TRAFFIC SIGNAL TO REMAIN |
| | TEMPORARY RELOCATED BUS STOP | | EXISTING TRAFFIC SIGNAL TO BE MODIFIED |
| | TEMPORARY & PERMANENT RELOCATED BUS STOP | | EXISTING PROPERTY LINE |
| | PROPOSED DRIVEWAY | | PROPOSED PROPERTY LINE |
| | PROPOSED STREET WIDENING | | |
| | PROPOSED STREET DEDICATION | | |
| | PROPOSED 20' WIDE CROSSWALK | | |



<p>D & D ENGINEERING, INC. 8801 S. LA CERRITOS BLVD, SUITE 108 PUEBLO, CO 81001 Phone: 424-351-8800</p>	<p>INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER</p>
	<p>CONCEPTUAL CIRCULATION PLAN TRAFFIC SIGNAL AND BUS STOP</p>
<p>DATE: 08/28/18 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>SCALE: 1" = 100' 1 of 1</p>

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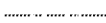
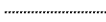

PRAIRIE AVENUE PEDESTRIAN BRIDGE
AIRSPACE VACATION. APPROXIMATELY
28' WIDE X 106' LONG
3,160 SQ. FT.

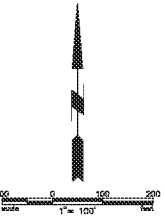
CENTURY BLVD PEDESTRIAN BRIDGE
AIRSPACE VACATION. APPROXIMATELY
24' WIDE X 100' LONG
2,400 SQ. FT.

101ST STREET VACATION
16,841 SQ. FT.

102ND STREET VACATION
48,955 SQ. FT.

LEGEND

-  PROPOSED STREET WIDENING
-  PROPOSED DEDICATION
-  PROPOSED VACATION
-  PROPOSED LACPD EASEMENT
-  BUILDING SETBACK- REFER TO BUILDING SETBACK EXHIBIT
-  EXISTING PROPERTY LINE
-  NEW PROPERTY LINE
-  STREET SECTION



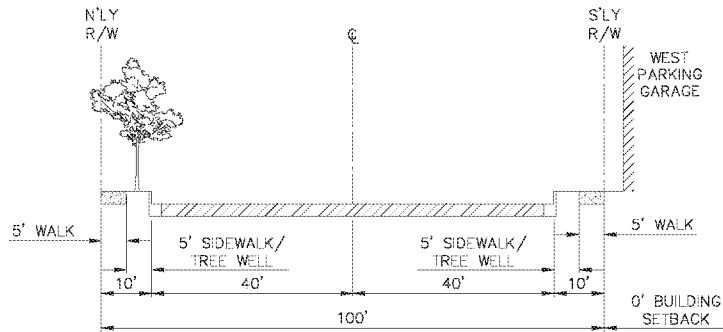
D & D ENGINEERING, INC.
8801 S. LA CENIZOSA BLVD, SUITE 108
PULVERWOOD, CA 95021
Phone: 424-351-8800

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

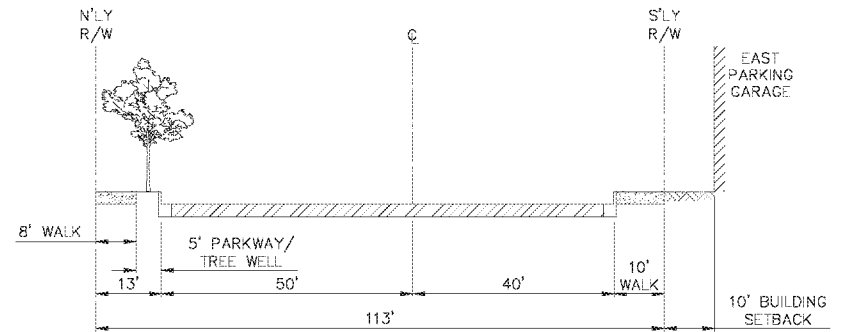
CONCEPTUAL STREET VACATION, WIDENING AND DEDICATION PLAN

1" = 100'
11/18/18
1 of 4

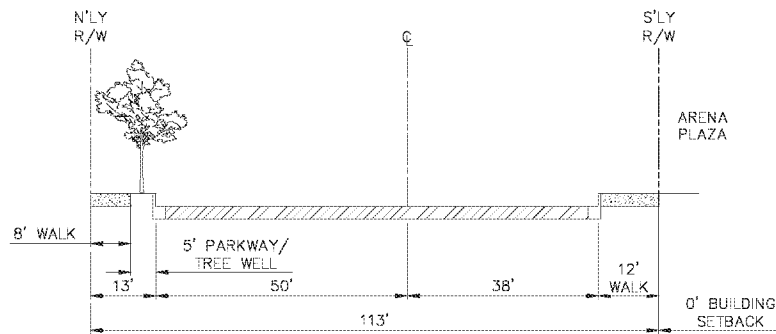
EXHIBIT 11



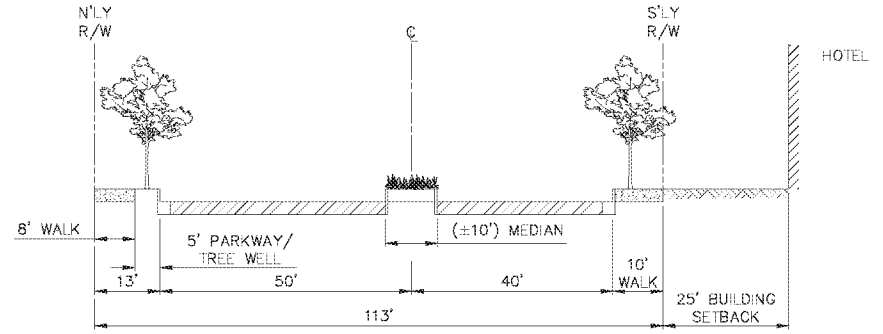
SECTION C1
CENTURY BOULEVARD
NOT TO SCALE



SECTION C3
CENTURY BOULEVARD
NOT TO SCALE



SECTION C2
CENTURY BOULEVARD
NOT TO SCALE



SECTION C4
CENTURY BOULEVARD
NOT TO SCALE

EXHIBIT 12a

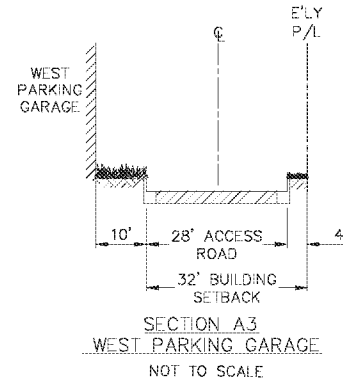
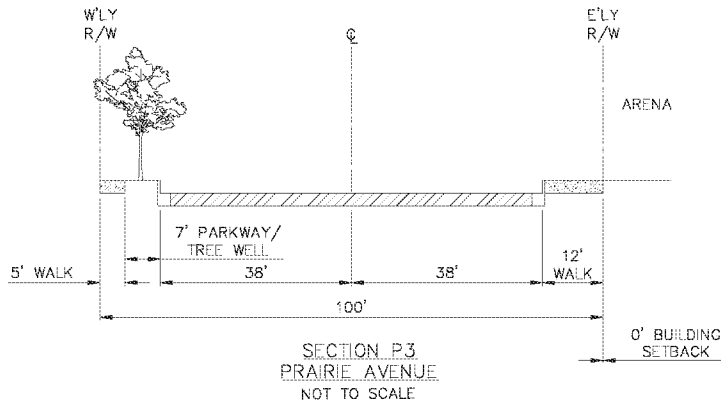
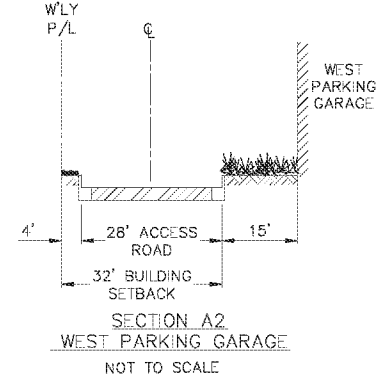
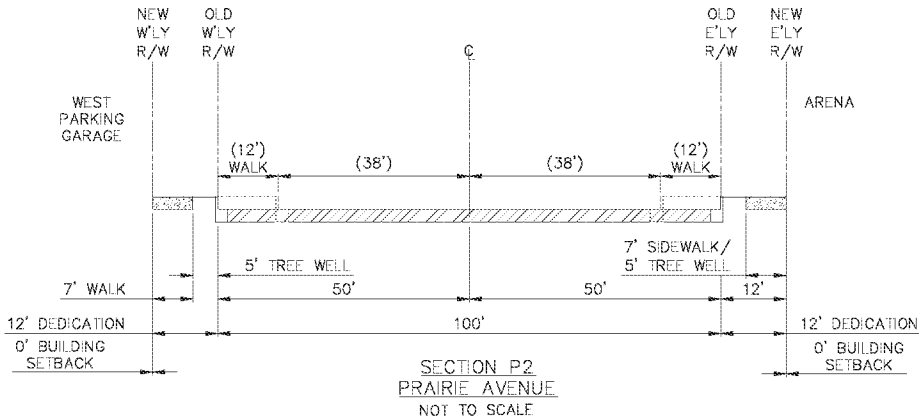
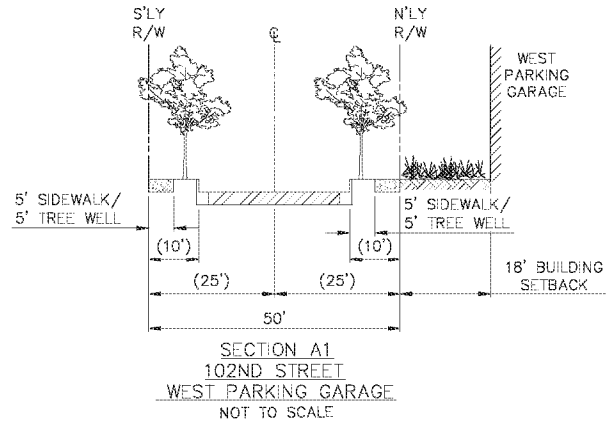
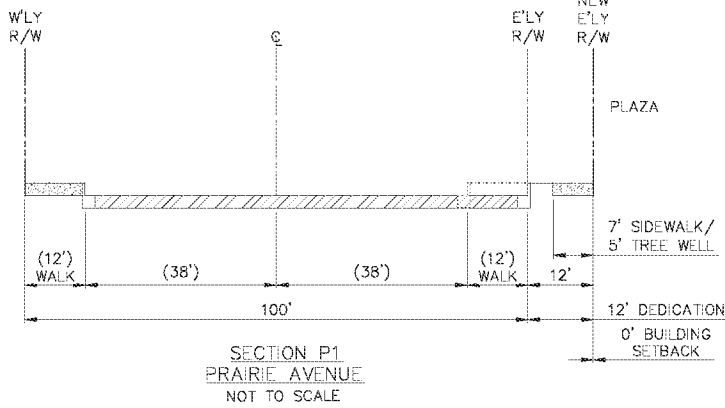
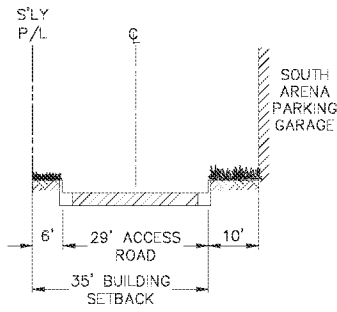
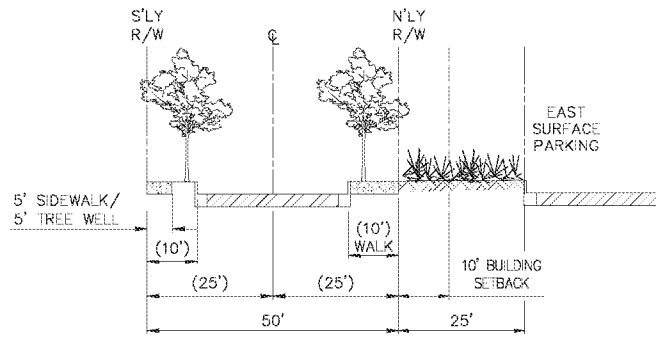


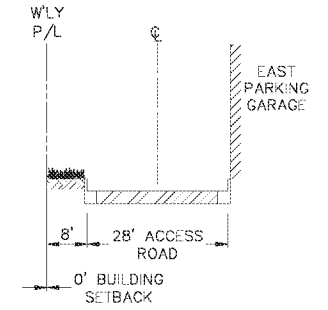
EXHIBIT 12b



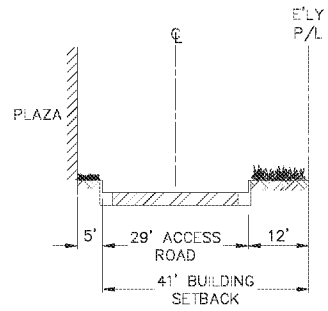
SECTION B1
SOUTH ARENA
PARKING GARAGE
NOT TO SCALE



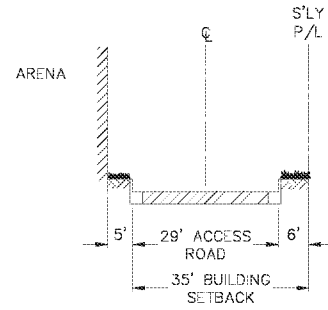
SECTION D1
102ND STREET
EAST PARKING GARAGE
NOT TO SCALE



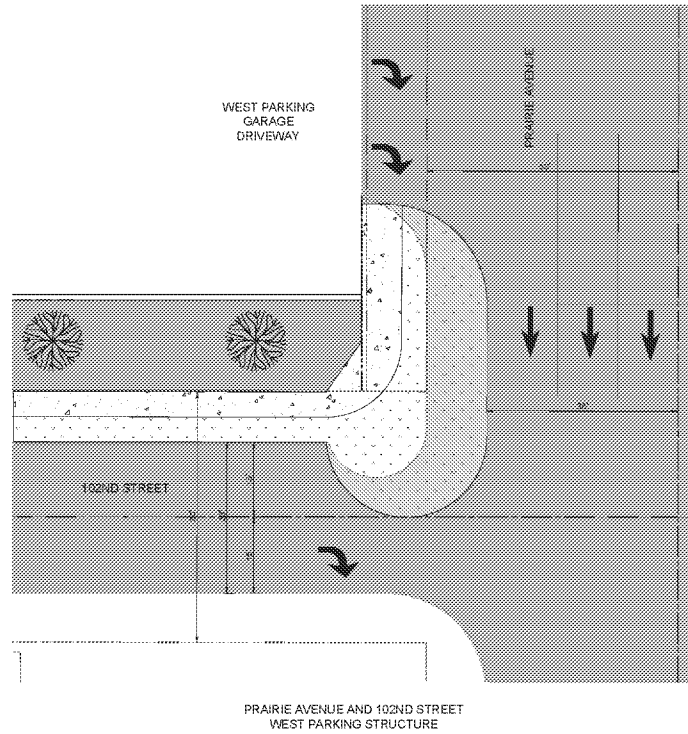
SECTION D2
EAST PARKING GARAGE
NOT TO SCALE



SECTION B2
PLAZA
NOT TO SCALE



SECTION B3
ARENA
NOT TO SCALE



PRAIRIE AVENUE AND 102ND STREET
WEST PARKING STRUCTURE

EXHIBIT 12c

TRAFFIC MITIGATION STREET IMPROVEMENTS

1. LA CIENEGA BOULEVARD / CENTURY BOULEVARD: If approved by the City of Inglewood and the City of Los Angeles Developer will implement capacity-increasing improvements at the Century Boulevard/La Cienega Boulevard intersection. Recommended improvements include two elements:
 - a. Restripe the westbound approach to convert the outside through/right lane to a dedicated right-turn lane and operate it with an overlap phase. This is consistent with the LAX LAMP improvements planned for this location.
 - b. Remove median island on the west leg and restripe the eastbound and westbound approaches to add second left-turn lanes in each direction.

Remove median island on the west leg and restripe the eastbound approach to add second left-turn lane.

Restripe the westbound approach to convert the outside through/right lane to a dedicated right-turn lane

Provide Right Turn Overlap Phase for WB dedicated right turn lane.

Restripe the westbound approach to add second left-turn lane.

Existing Conditions

Purpose

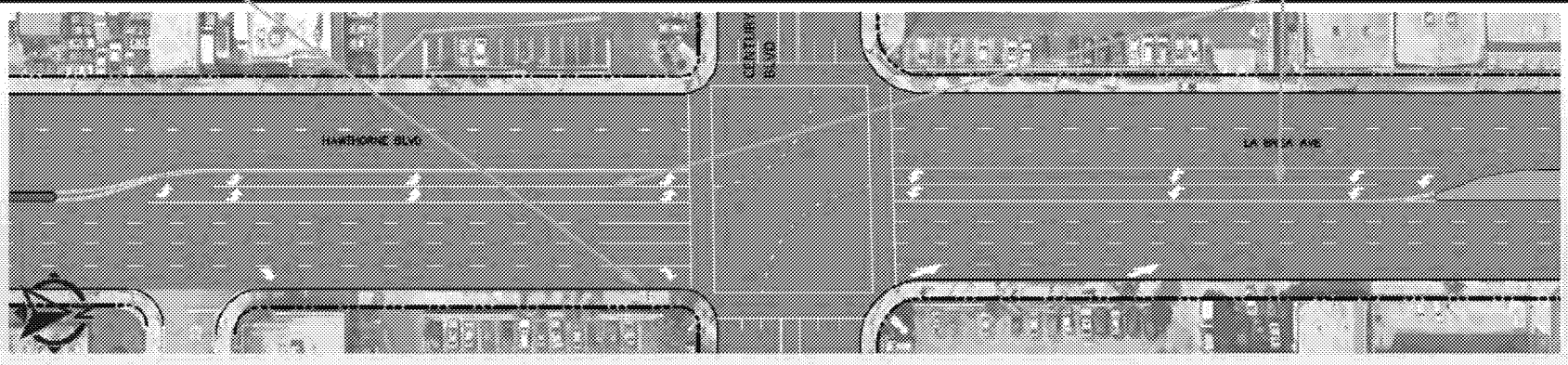
This improvement adds a second left-turn lane to both eastbound and westbound Century Boulevard at La Cienega Boulevard, which better accommodates left-turn traffic and allows for more traffic signal “green” time to be allocated to Century Boulevard. In addition, the new right-turn arrow for cars turning right from northbound La Cienega to eastbound Century more effectively accommodates prevent IBEC traffic exiting the I-405, limiting adverse effects to local street traffic

TRAFFIC MITIGATION STREET IMPROVEMENTS

- 2. HAWTHORNE BOULEVARD – LA BREA AVENUE / CENTURY BOULEVARD: Developer shall construct (via restriping, traffic signal modifications, and conversion of median) second left-turn lanes on the northbound and southbound approaches to the Century Boulevard/Hawthorne Boulevard/La Brea Boulevard intersection and operate the northbound right-turn with an overlap phase.

Operate the northbound right-turn with an overlap phase.

Construct (via restriping and conversion of median) second left-turn lanes on the northbound and southbound approaches to the Hawthorne Boulevard-La Brea Avenue/Century Boulevard intersection.



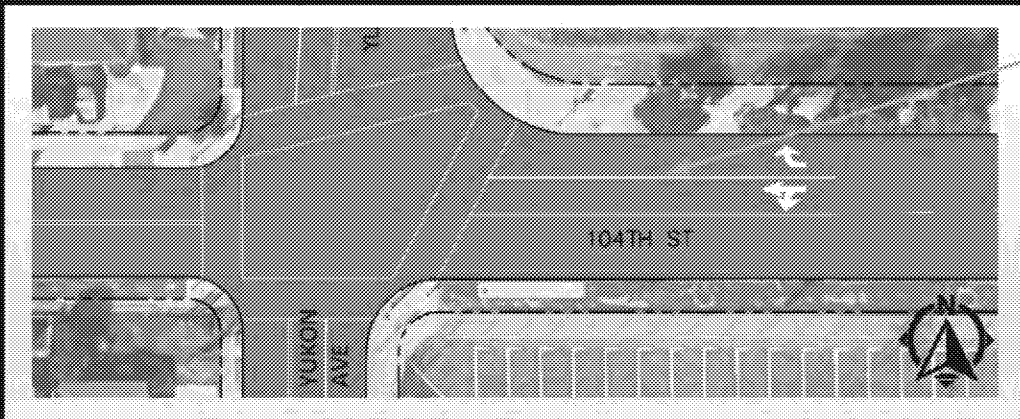
Existing Conditions

Purpose

This improvement adds a second left-turn lane to both northbound Hawthorne Boulevard and southbound La Brea Avenue at Century Boulevard, which better accommodates left-turn traffic and allows for more traffic signal "green" time to be allocated to Hawthorne Boulevard and La Brea Avenue. In addition, the new right-turn arrow for cars turning right from northbound Hawthorne to eastbound Century more effectively accommodates pre-event IBEC traffic exiting the I-105, limiting adverse effects to local street traffic

TRAFFIC MITIGATION STREET IMPROVEMENTS

- 3. YUKON AVENUE / 104TH STREET: Developer shall restripe the westbound 104th Street approach to Yukon Avenue from consisting of a shared left/through/right lane to consist of a left/through lane and a dedicated right-turn lane. Modify traffic signals and connect this intersection to the existing ITS at Century & Yukon.

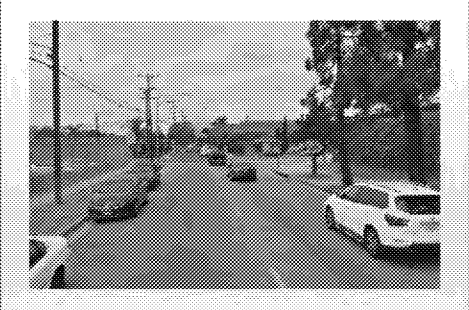
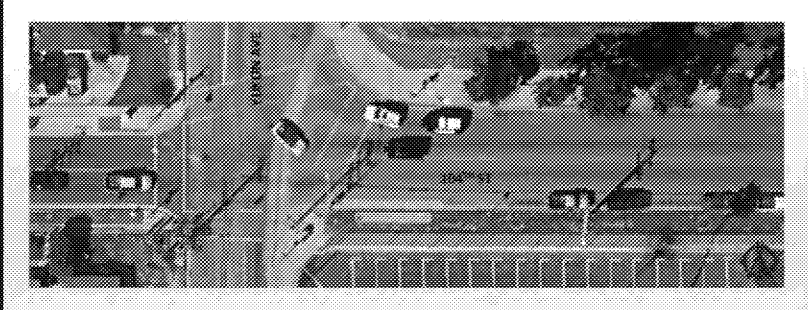


Existing Conditions

Restripe the westbound 104th Street approach to Yukon Avenue to add a dedicated right-turn lane.

Purpose

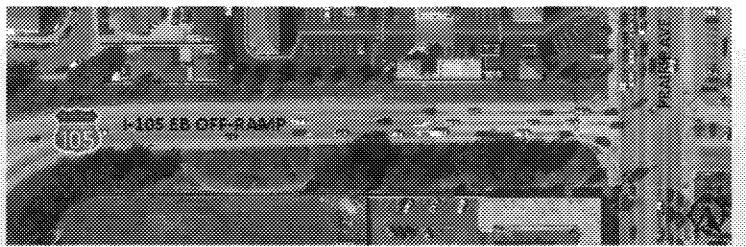
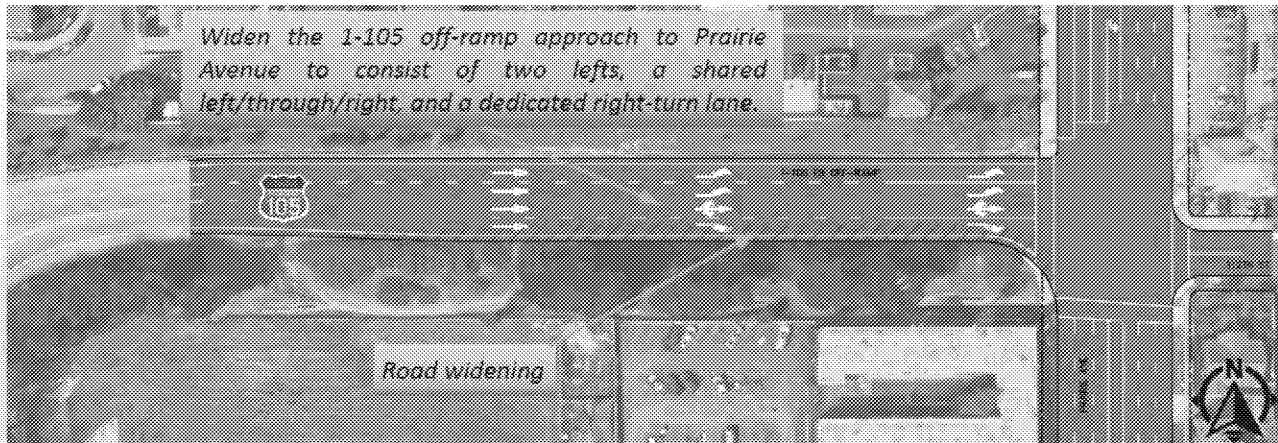
This improvement will aid in directing IBEC-related traffic north on Yukon Avenue and away from the nearby residential areas. In addition, the additional travel lane will improve traffic flow in the morning and afternoon peak traffic periods associated with the adjacent Morningside High School



TRAFFIC MITIGATION STREET IMPROVEMENTS

- 4. PRAIRIE AVENUE / I-105 OFF-RAMP: If approved by the City of Inglewood and Caltrans, Developer shall widen the I 105 off-ramp approach to Prairie Avenue to consist of two lefts, a shared left/through/right, and a dedicated right-turn lane. Replace sign gantry. Modify Caltrans maintained traffic signals. This will require complying with the Caltrans project development process as a local agency-sponsored project. Depending on the complexity and cost of the improvement, this could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, project study report, project report, environmental and engineering studies, project design, construction, etc.

This improvement will require going through the Caltrans project development process as a local agency-sponsored project. Depending on the complexity and cost of the improvement, this could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, project study report, project report, environmental and engineering studies, project design, construction, etc.



Existing Conditions

Purpose

This improvement provides a third lane for traffic turning left from the off-ramp towards the IBEC arena. This improvement will also benefit patrons attending events at the Forum and NFL stadium. The additional lane for the I-105 off-ramp ensures that traffic will not back-up onto the mainline I-105 freeway, and also allows for more traffic signal "green" time to be allocated to Prairie Avenue.

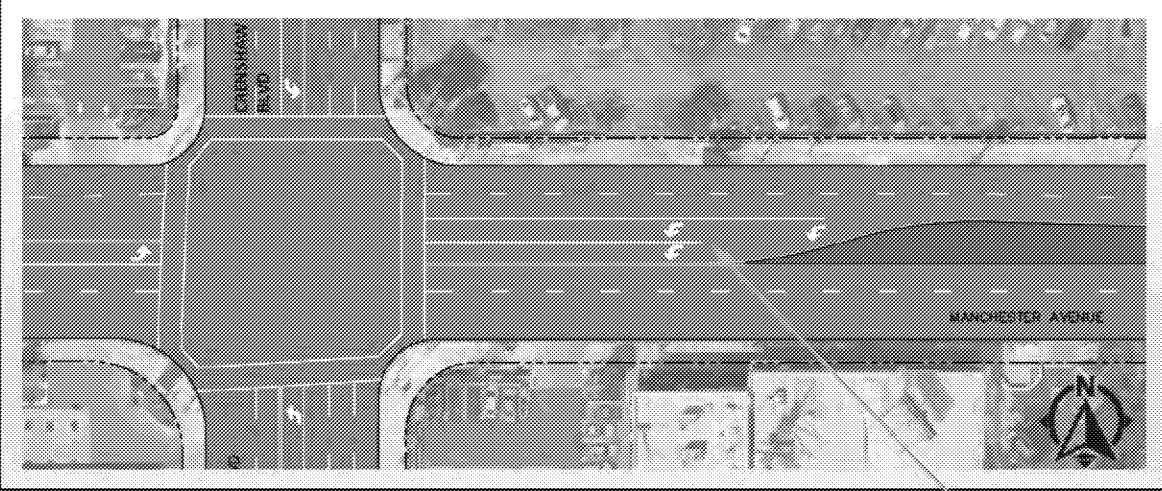
TRAFFIC MITIGATION STREET IMPROVEMENTS

- 5. Developer shall restripe the eastbound approach of Manchester Boulevard at La Brea Avenue to provide a separate right-turn lane, resulting in one left-turn lane, two through lanes and one right-turn lane. Work includes modification of traffic signals as necessary.

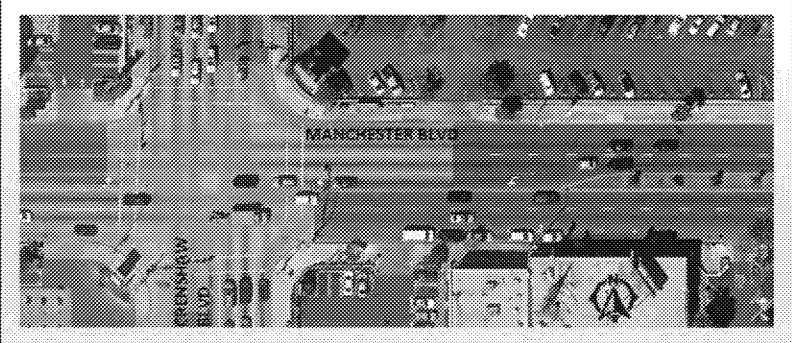


TRAFFIC MITIGATION STREET IMPROVEMENTS

- 6. CRENSHAW BOULEVARD / MANCHESTER AVENUE: Developer shall restripe the westbound approach of Manchester Boulevard at Crenshaw Boulevard to provide a second left-turn lane, resulting in two left-turn lanes, one through lane and one shared through/right-turn lane. Work includes striping, removing median, and modification of traffic signals as necessary.



Purpose
This improvement adds a second left-turn lane to westbound Manchester Boulevard at Crenshaw Boulevard, which better accommodates left-turn traffic and allows for more traffic signal "green" time to be allocated to Manchester.



Existing Conditions

Restripe the westbound approach of Crenshaw Boulevard/Manchester Avenue to provide a second left-turn lane, resulting in two left-turn lanes, one through lane and one shared through/right-turn lane.

TRAFFIC MITIGATION STREET IMPROVEMENTS

7. CRENSHAW BOULEVARD / I-105 OFF RAMP: If approved by the City of Inglewood, City of Hawthorne, and Caltrans, Developer shall widen the I-105 westbound off-ramp at Crenshaw Boulevard to consist of one left, one left/through, and two right-turn lanes. Replace sign gantry. Modify Caltrans maintained traffic signals. This would require complying with the Caltrans project development process as a local agency-sponsored project. Depending on the complexity and cost of the improvement, this could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, project study report, project report, environmental and engineering studies, project design, construction, etc.

<p><i>This will require going through the Caltrans project development process as a local agency-sponsored project. Depending on the complexity and cost of the improvement, this could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, project study report, project report, environmental and engineering studies, project design, construction, etc.</i></p>	<p>Road widening</p> <p>Widen the I-105 westbound off-ramp at Crenshaw Boulevard to consist of one left, one left/through, and two right-turn lanes.</p>
<p>Purpose</p> <p>This improvement allows for the designation of two full-time travel lanes for traffic turning right from the off-ramp towards the IBEC arena. This improvement will also benefit patrons attending events at the Forum and NFL stadium. The additional lane for the I-105 off-ramp ensures that traffic will not back-up onto the mainline I-105 freeway, and also allows for more traffic signal "green" time to be allocated to Crenshaw Boulevard.</p>	<p>I-105 Wb Off-Ramp</p> <p>Existing Conditions</p>

TRAFFIC MITIGATION STREET IMPROVEMENTS

- 8. PRAIRIE AVENUE / 120TH STREET: If approved by the City of Hawthorne, and if there is enough existing right-of-way, Developer shall remove the median island and restripe the southbound approach of Prairie Avenue at 120th Street to provide a second left-turn lane, resulting in two left-turn lanes, two through lanes and one shared through/right-turn lane. Work includes modification of traffic signals as necessary.



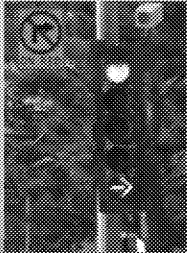
EXHIBIT 13h

TRAFFIC MITIGATION STREET IMPROVEMENTS

- 9. CRENSHAW BOULEVARD / 120TH STREET: If approved by the City of Hawthorne, Developer shall implement a southbound right-turn overlap signal phase at the intersection of Crenshaw Boulevard and 120th Street. Work includes modification of signage and traffic signals as necessary.




Implement a southbound right-turn overlap signal phase at the intersection of Crenshaw Boulevard and 120th Street.



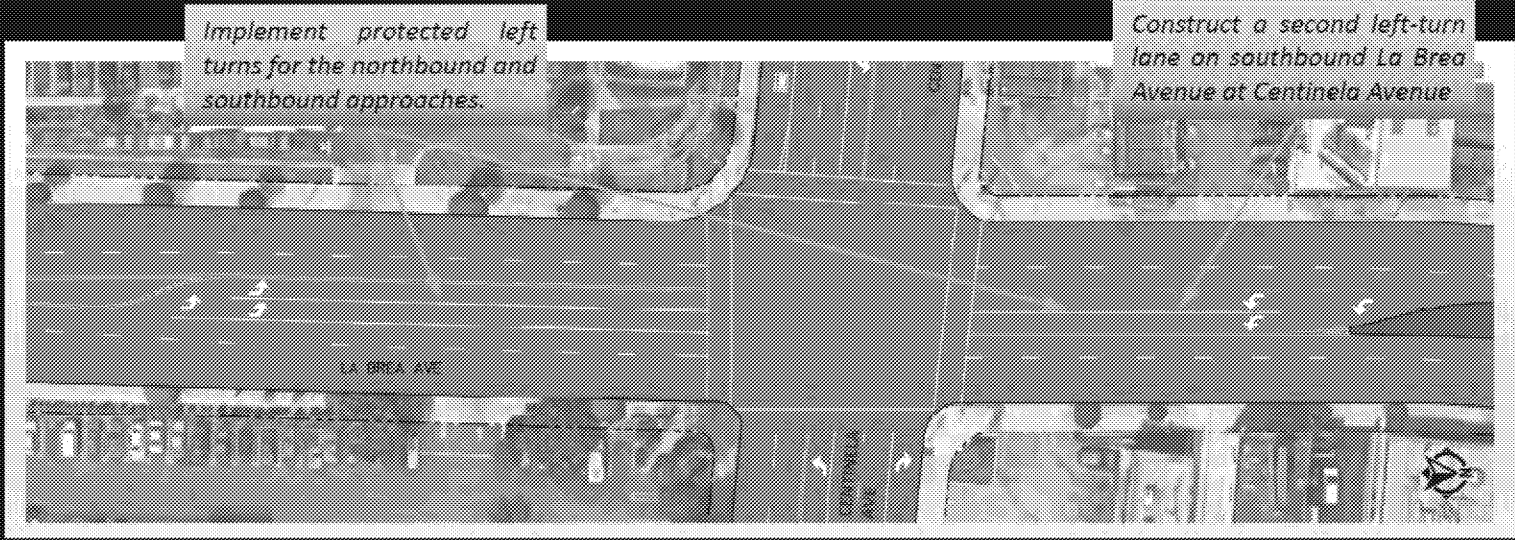
Purpose

The new right-turn arrow for cars turning right from southbound Crenshaw Boulevard to westbound 120th Street and towards the I-105 Freeway on-ramp more effectively accommodates post-event IBEC traffic destined to the I-105, limiting adverse effects to local street traffic.



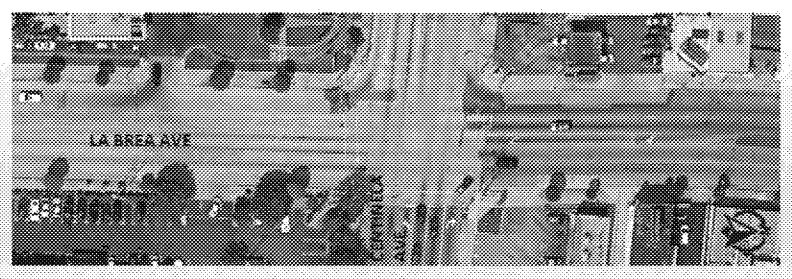
TRAFFIC MITIGATION STREET IMPROVEMENTS

- 10. LA BREA AVENUE / CENTINELA AVENUE: Developer shall construct a second left-turn lane on southbound La Brea Avenue at Centinela Avenue and implement protected left turns for the northbound and southbound approaches. Work requires reducing exiting lane widths and modification of signage and traffic signals as necessary.



Implement protected left turns for the northbound and southbound approaches.

Construct a second left-turn lane on southbound La Brea Avenue at Centinela Avenue



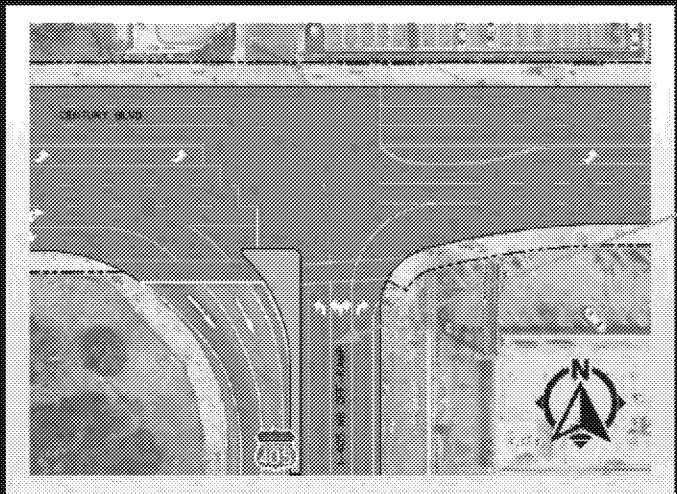
Existing Conditions

Purpose
This improvement adds a second left-turn lane to southbound La Brea Avenue at Century Boulevard, which better accommodates left-turn traffic and allows for more traffic signal "green" time to be allocated to La Brea Avenue.

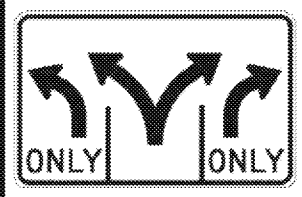
TRAFFIC MITIGATION STREET IMPROVEMENTS

- 11. I-405 NORTHBOUND OFF-RAMP / CENTURY BOULEVARD: If approved by the City of Inglewood and Caltrans, Developer shall restripe the center lane on the I-405 NB Off-Ramp at Century Boulevard to permit both left and right-turn movements. Modify signage and Caltrans maintained traffic signals. This would require complying with the Caltrans project development process as a local agency-sponsored project. This could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, encroachment permit, project design, construction, etc.

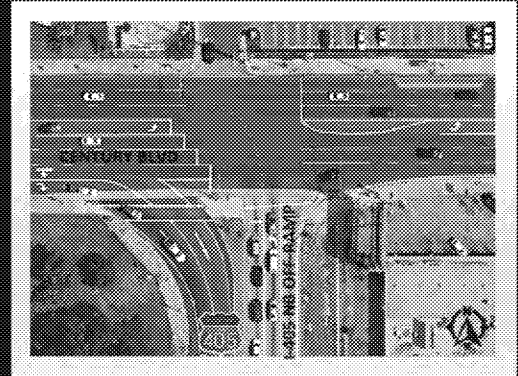
This improvement requires going through the Caltrans project development process as a local agency-sponsored project. This could include (but is not limited to) a cooperative agreement, permit engineering evaluation report, encroachment permit, project design, construction, etc.



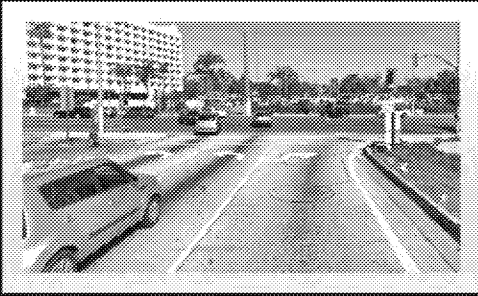
Restripe the center lane on the I-405 NB Off-Ramp at Century Boulevard to permit both left and right turn movements.



Purpose
 This improvement provides a second lane for traffic turning right from the off-ramp towards the IBEC arena. This improvement will also benefit patrons attending events at the Forum and NFL stadium. The improvement for the I-405 off-ramp ensures that traffic will not back-up onto the mainline I-405 freeway, and also allows for more traffic signal "green" time to be allocated to Century Boulevard."



Existing Conditions



TRAFFIC MITIGATION STREET IMPROVEMENTS

13. LA CIENEGA BOULEVARD / CENTINELA AVENUE: If approved by the City of Inglewood and the City of Los Angeles, Developer shall remove the median island on the north leg and construct a second left-turn lane on southbound La Cienega Boulevard at Centinela Avenue. Work includes modification of traffic signals as necessary.



Remove the median island on the north leg and construct a second left-turn lane on southbound La Cienega Boulevard at Centinela Avenue.

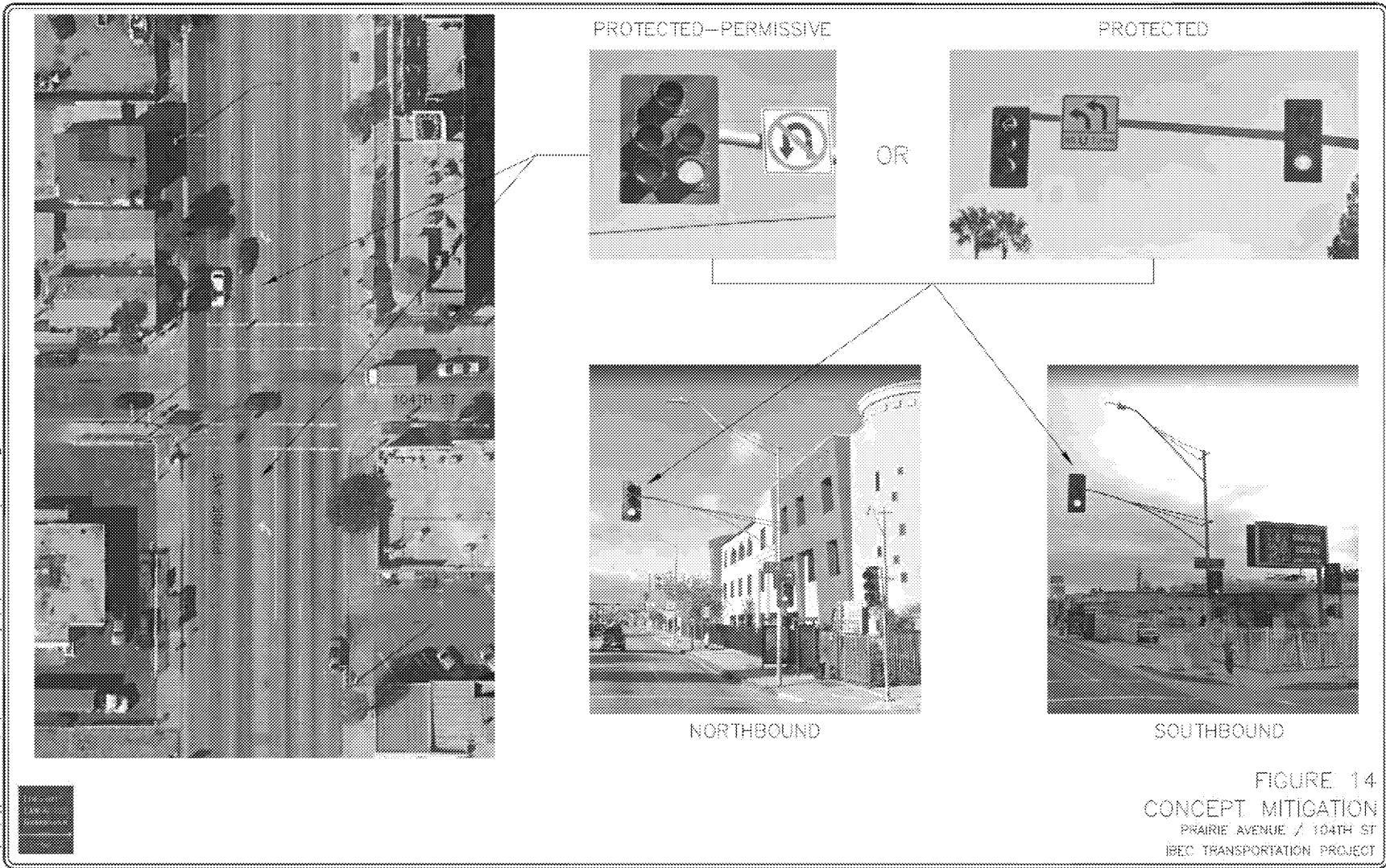


Existing Conditions

Purpose
This improvement adds a second left-turn lane to southbound La Cienega Boulevard at Century Boulevard, which better accommodates left-turn traffic and allows for more traffic signal "green" time to be allocated to La Cienega Boulevard.

TRAFFIC MITIGATION STREET IMPROVEMENTS

14. 104TH STREET / PRAIRIE AVENUE: Developer shall implement protected or protected/permissive left-turn phasing on northbound and southbound Prairie Avenue at 104th Street. Work includes modification of striping and traffic signals as necessary.



TRAFFIC MITIGATION STREET IMPROVEMENTS

- 18. Developer shall restripe the northbound approach of Felton Avenue at Century Boulevard from a single left-through-right lane to one left/through lane and one right-turn lane. Work includes removing on street parking, striping, and modification of traffic signals as necessary.



EXHIBIT 13n

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RESOLUTION NO. _____

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF INGLEWOOD, CALIFORNIA,
RECOMMENDING TO THE CITY COUNCIL THAT A
DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF INGLEWOOD AND MURPHY'S BOWL, LLC,
CONCERNING THE INGLEWOOD BASKETBALL AND
ENTERTAINMENT CENTER (IBEC) BE APPROVED**

**Development Agreement No. _
(DA-20-_)**

SECTION 1.

WHEREAS, Murphy's Bowl, LLC (Project Sponsor), seeks the development of the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena calculated to promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the Project). The Project will also include a limited-service hotel. The area of the IBEC Project is shown in Exhibit A.

WHEREAS, the California Government Code Section 65864 *et seq.* (the Development Agreement Statute) authorizes the City of Inglewood (City)

1 to enter into binding agreements with any person having a legal or equitable
2 interest in real property for the purposes of governing the development of
3 that property within the jurisdiction of the City.

4 WHEREAS, pursuant to the Development Agreement Statute, the
5 Project Sponsor seeks to enter into a development agreement with the City
6 for purposes of developing the Project, substantially in the form attached to
7 this Resolution as Exhibit B (the Development Agreement).

8 WHEREAS, it is proposed that the City take a number of actions in
9 furtherance of the Project and Development Agreement, including the
10 approval of a disposition and development agreement (DDA) between the
11 City and Project Sponsor, which provides for the City's conveyance of real
12 property (City Parcels) to Project Sponsor for purposes of developing the
13 Project. The DDA also provides a process pursuant to which certain private
14 property (the Private Parcels) not presently owned by the City or the Project
15 Sponsor may potentially be acquired by City, if the City determines, in its
16 sole discretion, to exercise its power of eminent domain.

17 WHEREAS, the proposed Development Agreement was set for a duly-
18 noticed public hearing before the Planning Commission in the City Council
19 Chambers, Ninth Floor, of the Inglewood City Hall, on the 17th day of June
20 2020, beginning at the hour of 7:00 p.m.

21 WHEREAS, on June 17, 2020, the Planning Commission conducted the
22 hearing at the time and place stated above and afforded all persons
23 interested in the matter of the Development Agreement DA-20-___, or in any
24 matter or subject related thereto, an opportunity to be heard by the Planning
25 Commission and to submit any testimony or evidence in favor of or against
26 the proposed Development Agreement.

27 WHEREAS, after taking public testimony and fully considering all the
28 issues, the Planning Commission determined that the proposed Development

1 Agreement should be recommended for approval to the City Council as set
2 forth herein.

3 WHEREAS, pursuant to the California Environmental Quality Act,
4 Public Resources Code section 21000 et seq. (CEQA), the City prepared an
5 Environmental Impact Report (EA-EIR-2020-45) for the Project (EIR), which
6 analyzes potential environmental impacts of the Project, including the
7 Development Agreement. Prior to making a recommendation on the
8 Development Agreement, the Planning Commission reviewed and considered
9 the EIR and recommended that the City Council certify the EIR, make
10 certain environmental Findings, adopt a Statement of Overriding
11 Considerations, (together, the CEQA Findings), and adopt a Mitigation
12 Monitoring and Reporting Program (MMRP) for the Project.

13 **SECTION 2.**

14 NOW, THEREFORE, BE IT RESOLVED, by the Inglewood Planning
15 Commission, based on the entirety of the materials before the Planning
16 Commission, including without limitation, agenda reports to the Planning
17 Commission; the EIR and all appendices thereto and supporting information;
18 Resolution No. ___ (EIR Certification Resolution) including the CEQA
19 Findings and MMRP attached as Exhibits B and C, respectively, thereto; all
20 plans, drawings, and other materials submitted by the Project Sponsor;
21 minutes, reports, and public testimony and evidence submitted as part of the
22 City Council's duly-noticed meetings regarding the IBEC Project; the record
23 of proceedings prepared in connection with the requirements of AB 987
24 pursuant to Public Resources Code section 21168.6.8; and all other
25 information contained in the City's administrative record concerning the
26 Project (collectively, the Record), which it has carefully reviewed and
27 considered, the Planning Commission finds as follows:

28

1 1. The foregoing Recitals are true and correct and made a part of
2 this Resolution.

3 2. All procedural requirements for the Planning Commission to
4 recommend to the City Council approval of the Development Agreement have
5 been followed.

6 3. The Development Agreement substantially complies with
7 applicable requirements of the Development Agreement Statute. Specifically,
8 the Project Sponsor would have a legal or equitable interest in the City
9 Parcels upon entry into the DDA, which City and Project Sponsor would
10 enter into concurrently with the Development Agreement. The Private
11 Parcels would not be subject to the Development Agreement unless and until
12 a legal or equitable interest in such properties is acquired by the Project
13 Sponsor.

14 4. The Development Agreement is consistent with the General
15 Plan, the Industrial land use designation, and the Inglewood International
16 Business Park Specific Plan (IIBP Specific Plan), as each is proposed to be
17 amended, and the Project and the approvals required for implementation of
18 the Project, are, on balance, consistent with the General Plan and IIBP
19 Specific Plan, as both are proposed to be amended as described in Exhibit D
20 (General Plan Consistency Analysis) to Planning Commission Resolution
21 No.____ (General Plan Amendment Resolution), which is incorporated by
22 reference as though fully set forth herein.

23 5. The Development Agreement will help ensure the efficient and
24 orderly development of the Project. The adoption of the Development
25 Agreement is reasonably related to protection of the public health, safety,
26 and welfare, as further described in the Planning Commission Agenda Report
27 and Planning Commission Resolution No. ____ (EIR Certification Resolution),
28 which includes a Statement of Overriding Considerations.

1 6. An EIR has been prepared for the IBEC Project, including the
2 proposed Development Agreement, and must be certified by the City Council
3 prior to final approval of the Development Agreement DA-20-___. The
4 Planning Commission has recommended that the City Council certify the EIR
5 and adopt the CEQA Findings, including a Statement of Overriding
6 Considerations for significant and unavoidable impacts of the Project that
7 would remain significant even with the implementation of all feasible
8 mitigation measures specified in the EIR, and adopt an MMRP for the Project
9 in accordance with CEQA as provided in Planning Commission Resolution
10 No. __ (EIR Certification Resolution).

11 **SECTION 3.**

12 BE IT FURTHER RESOLVED, that pursuant to the foregoing
13 recitations and findings, the Planning Commission of the City of Inglewood,
14 California, hereby recommends that the City Council approve and adopt the
15 Development Agreement DA-20-__ substantially in the form attached to this
16 Resolution as Exhibit B.

17 BE IT FURTHER RESOLVED, that the Secretary of the Planning
18 Commission is hereby instructed to forward a certified copy of this Resolution
19 to the Project Sponsor and the City Council as a report, with the findings and
20 recommendations of the Planning Commission pertaining to the Development
21 Agreement attached hereto as Exhibit B, and to forward such certified copy of
22 all related files, data, and instruments, to the City Council.

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BE IT FURTHER RESOLVED, this Resolution, a recommendation to the City Council to approve the Development Agreement No. DA-20-___ is passed, approved and adopted this 17th day of June 2020.

**Larry Springs, Chairperson
City Planning Commission
Inglewood, California**

ATTEST:

**Evangeline Lane, Secretary
City Planning Commission
Inglewood, California**

Exhibit B

DEVELOPMENT AGREEMENT

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Exhibit A
Subject Site

Exhibit A

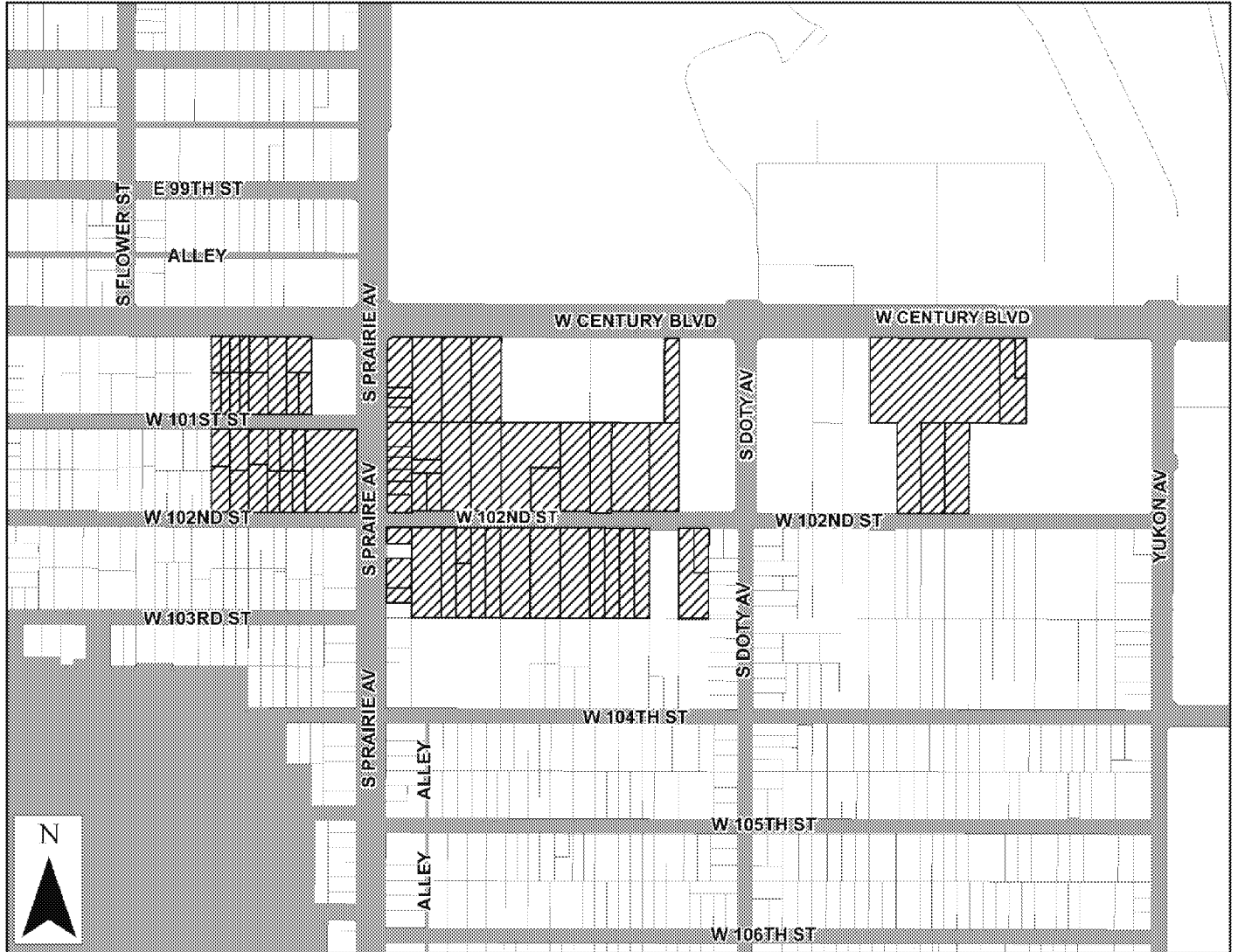


Exhibit B
Development Agreement

EXECUTION COPY

OFFICIAL BUSINESS

Document entitled to Free recording
Government Code Section 6103

RECORDING REQUIRED 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)

DEVELOPMENT AGREEMENT BY AND BETWEEN

THE CITY OF INGLEWOOD,

AND

MURPHY'S BOWL LLC

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DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into as of this ___ day of _____, by and between the CITY OF INGLEWOOD, a municipal corporation ("City"), and MURPHY'S BOWL LLC, a Delaware limited liability company ("Developer"). City and Developer and their respective Transferees and assigns are hereinafter collectively referred to as the "Parties" and singularly as "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 City and any person having a legal or equitable interest in 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. Developer. Developer is a limited liability company formed and in good standing under the laws of the State of Delaware and is qualified to do business in the State of California.

C. Project. The Developer, in cooperation with the City, proposes to develop on the Property, as defined below, a Sports and Entertainment Complex with an arena, providing access to recreation to the public in the form of spectator sports, that has up to approximately 18,000 fixed seats suitable for National Basketball Association ("NBA") games, with capacity to add approximately 500 additional temporary seats for additional sports, entertainment or other events, as well as ancillary and incidental arena uses which is expected to include: (1) up to an approximately 85,000 square-foot team practice and athletic training facility; (2) up to approximately 71,000 square feet of LA Clippers team office space; (3) up to an approximately 25,000 square-foot sports medical clinic for team and potential general public use; (4) an outdoor plaza adjacent to the Arena with circulation and gathering space and landscaping along with an outdoor stage and basketball court (collectively, the "Plaza"); (5) up to approximately 63,000 square feet of retail, food and beverage, back of house services, security, storage, bag check, rest rooms, and other uses adjacent to the Plaza; (6) parking facilities in three parking structures with parking spaces for vehicles and bicycles; (7) a transportation hub dedicated to bus, coach, and Transportation Network Company staging; (8) one or two pedestrian bridges across adjacent rights-of-way; (9) various signage, broadcast, filming, recording, transmission, production, and communications facilities and equipment; and (10) other associated public improvements (collectively, and as modified in accordance with this Agreement, the "Project"). The Project is also expected to include a limited service hotel. The Project includes implementation of a Transportation Demand Management Program with shuttle bus service connecting the Property to nearby Metro stations, including pick-up and drop-off locations along South Prairie Avenue, and other trip reduction measures as fully described in the MMRP and in this Agreement. The Project would also be designed to meet or exceed standards for LEED Gold certification.

D. Property. The Project is to be developed on those certain parcels of real property referred to in this Agreement as the "Property" and generally depicted in Exhibit A attached hereto. Together, the Property is comprised of the "City Parcels" more particularly identified and legally described in Exhibit A-1 and the "Potential Participating Parcels" more particularly identified and legally described in Exhibit A-2. In conjunction with entering into this Agreement, the Parties are concurrently entering into that certain Disposition and Development Agreement, dated _____, 2020 (the "DDA"). The DDA provides for the Developer's purchase from City of the City Parcels and, if acquired by the City, the Potential Participating Parcels.

E. Planning Commission Public Hearing. On June 17, 2020, 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 Agreement and thereafter, pursuant to Resolution No. _____, recommended that the City Council approve this Agreement.

F. Environmental Review. On _____, 2020, at a duly noticed public hearing, the City Council of the City of Inglewood, serving as the lead agency for purposes of CEQA, reviewed and considered the Inglewood Basketball and Entertainment Center Environmental Impact Report for the Project (the "FEIR") and the Planning Commission's recommendations related thereto. Thereafter, the City Council certified the FEIR as adequate and complete and made findings in connection therewith pursuant to Resolution No. _____.

G. Project Approvals. The approvals set forth in Exhibit B (the "Project Approvals") are necessary for the development, use, and operation of the Project, and such Project Approvals have been granted and are the subject of this Agreement.

H. Agreement Consistent with the General Plan and Applicable Specific Plans. Having duly examined and considered this Agreement and having properly noticed and held public hearings hereon, the City Council has found that this Agreement is consistent with the General Plan, as amended by the Project Approvals, and the International Business Park Specific Plan, as amended under the Project Approvals. As a result, this Agreement complies with the Government Code Section 65867.5 requirement of general plan and specific plan consistency.

I. City Determination. This Agreement is voluntarily entered into by the Parties in consideration of the benefits to and the rights created in favor of each of the Parties and in reliance upon the various representations and warranties contained herein. As such, City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will secure the appropriate commitments for the benefit of the public and eliminate uncertainty in City's land use planning and permitting process and assure that Developer may plan to develop, use, and operate the Property with certainty as to the installation of necessary improvements appropriate to the Project, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. In order to enable Developer to expend the necessary sums to prepare the plans referred to in this Agreement and to pursue other development work associated with the Project, both Developer and City desire to provide certainty through this Agreement with respect to the specific development, use, and

operational criteria applicable to the Property in order to provide for appropriate utilization of the Property in accordance with sound planning principles.

J. Public Use Pursuant to the Development Agreement. The City Council has determined that the development of the Project, at no cost to the City, will provide access to recreation to the residents of the City of Inglewood in the form of spectator sports, a public use (the "Public Use").

K. Public Benefits Provided Pursuant to the Development Agreement. In addition to the Public Use aspect of the Project, the City Council has also determined that the development of the Project will afford the City and its residents with numerous public benefits, including those identified in Section 14 and more particularly described in Exhibit C (the "Public Benefits"), which are in excess of those otherwise having a "nexus" to the Project and beyond the public benefits which could be expected from the Project in absence of the Agreement. In exchange for the Public Benefits to the City, Developer desires to receive assurances that the City will grant permits and approvals required for the development, use, and operation of the Project, over the term of this Agreement, in accordance with procedures provided by Applicable Law and in this Agreement, and that Developer may proceed with the development, use, and operation of the Project in accordance with the Existing City Laws consistent with the terms and conditions of this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

L. City Council Action. On _____, 2020, the City Council held a duly noticed public hearing on this Agreement and, after independent review and consideration, including the Planning Commission's recommendations related thereto, approved this Agreement pursuant to Ordinance No. _____ (the "Enacting Ordinance"), making the same findings and determinations as those made by the Planning Commission through its own independent conclusion and this Agreement.

NOW, THEREFORE, in consideration of the following mutual promises, conditions, and covenants, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS. The Preamble, the Recitals and all defined terms set forth in both are incorporated into this Agreement as if set forth herein in full. In addition, each of the exhibits attached hereto are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

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 if not otherwise defined below.

2.1 Adoption Date. The date the City Council adopted the Enacting Ordinance.

2.2 Affiliate. As to an individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization

(each, a "Person"), any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As to the definition of Affiliate, "control" shall mean, directly or indirectly, and either individually or in concert with any Immediate Family Members, (a) the ownership of more than 50% of the voting securities or other voting interests of any Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise; and "Immediate Family Members" shall mean, and be limited to, with respect to any individual, (a) such natural person's then-current spouse, children, grandchildren, and other lineal descendants of such natural person, (b) any trust or estate of which the primary beneficiaries include such natural person and/or one or more of the persons described in the foregoing clause (iv)(a), or (c) any corporation, partnership, limited liability company or other entity that is 100% owned by one or more of the Persons described in the foregoing clauses (iv)(a) and (iv)(b).

2.3 Agreement. Defined in the Preamble.

2.4 Annual Review Date. Defined in Section 19.1.

2.5 Applicable Exactions. Defined in Section 7.2.

2.6 Applicable Law. Collectively, (i) Existing City Laws, (ii) Subsequent Rules only if applicable to the development, use, or operation of the Project pursuant to Section 8 of this Agreement, and (iii) 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, thereunder.

2.7 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 granted or issued under the City Laws to confer the lawful right on Developer to develop, use, and operate the Project in accordance with this Agreement, including, but not limited to, the Project Approvals, any Subsequent Approvals, and other permits and approvals that are applicable to the Project in accordance with this Agreement.

2.8 Approved Event Configurations. Defined in Section 9.1.

2.9 Arena. A state-of-the-art basketball arena which has up to approximately 18,000 fixed seats suitable for NBA games, with capacity to add approximately 500 additional temporary seats for additional sports, entertainment or other events, and includes ancillary and incidental uses and spaces within the arena structure, such as restaurant food service, retail, and concourse areas.

2.10 CEQA. The California Environmental Quality Act (Public Resources Code §§ 21000 *et seq.* and the Guidelines thereunder (Title 14, Cal. Code Regs. § 15000 *et seq.*).

2.11 Certificate of Occupancy. The final certificate of occupancy issued by the City for the Project or any applicable portion thereof.

2.12 City. Defined in the Preamble.

2.13 City Fiscal Year. The twelve month period commencing October 1 of any calendar year through and including September 30 of the next calendar year.

2.14 City Law(s). The ordinances, resolutions, codes, rules, regulations, and official policies of the City, governing the permitted uses, density, parking requirements, design, operations, improvement and construction standards and specifications applicable to the development, use, or operation of the Property or the Public Improvements. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, Municipal Code, zoning ordinance, and subdivision regulations, as well as taxes related to ticket sales, gross receipts, and parking.

2.15 City Manager. The City Manager of Inglewood or his or her designee.

2.16 City Parcels. Defined in Recital D.

2.17 City-Wide Laws. Any City Laws generally applicable to a category of development, use, or operation 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 Constitution, Art. XIII C and D *et seq.*, otherwise known as Proposition 218; provided, however, that notwithstanding the foregoing, any ordinances, resolutions, codes, rules, regulations, taxes and official policies of City which only apply to, meaningfully impact, or uniquely and disproportionately impact the Project (whether explicitly, or as a practical matter) shall not be considered City-Wide Laws. For the purposes hereof, "City-Wide Laws" includes the variant "City-Wide."

2.18 Claims. Defined in Section 20.1.

2.19 Codes. Defined in Section 7.4.

2.20 Commercial Sign. Defined in Section 17.

2.21 Complaining Party. Defined in Section 24.

2.22 DDA. Defined in Recital D.

2.23 Default. Either an Event of City Default or an Event of Developer Default (as applicable).

2.24 Development Agreement Statute. Defined in Recital A.

2.25 Effective Date. The date this Agreement is entered into as set forth on the first page of this Agreement.

2.26 Enacting Ordinance. The ordinance pursuant to which the City approved this Agreement as defined in Recital L.

2.27 Environmental Law. Any federal, state or local law, ordinance, rule, or regulation, now or hereafter enacted, amended or modified, in each case to the extent applicable

to the Property including the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*); Sections 25117, 25281, 25316 or 25501 of the California Health & Safety Code; any so-called "Superfund" or "Superlien" law; the Toxic Substance Control Act of 1976 (15 U.S.C. Section 2601 *et seq.*); the Clean Water Act (33 U.S.C. Section 1251 *et seq.*); and the Clean Air Act (42 U.S.C. Section 7901 *et seq.*).

2.28 Event of City Default. Defined in Section 22.2.

2.29 Event of Developer Default. Defined in Section 22.1.

2.30 Exactions. All exactions, costs, fees, in-lieu fees or payments, charges, taxes, 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, operation or use of real property, including but not limited to transportation improvement fees, park fees, parking taxes, admissions taxes, child care in-lieu fees, art fees, affordable housing fees, infrastructure fees, dedication or reservation requirements, facility fees, sewer fees, water connection fees, obligations for on- or off-site improvements, or other conditions for approval called for in connection with the development, construction, or operation of the Project, whether such exactions constitute public improvements, Mitigation Measures, or taxes 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, such as building permit fees and plan check fees, Transient Occupancy Tax (IMC § 9-8 or as modified), Sewer Connection Fees (IMC § 10-91 or as modified), and Sewer Service Fees (IMC § 10-155 or as modified).

2.31 Existing City Laws. The City Laws in effect as of the Adoption Date, as amended by any amendments to City Laws enacted by the Project Approvals.

2.32 FEIR. Defined in Recital F.

2.33 Final Determination. A final, non-appealable resolution of any legal challenge or appeal.

2.34 General Plan. The General Plan for City, adopted by the City Council in January 1980, and subsequently amended, and in effect as of the Adoption Date, as amended by any applicable amendments to City Laws enacted by the Project Approvals.

2.35 Hazardous Materials. Any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California and/or the United States Government, including, but not limited to asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic substances or related materials; petroleum and petroleum product, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act,

42 U.S.C. 6901, *et seq.*; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste," as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste" or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 through 66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Property to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 *et seq.*; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or "transuranic waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 *et seq.*, the Nuclear Waste Policy Act, 42 U.S.C. 10101 *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 *et seq.*; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 *et seq.*; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 *et seq.* or pursuant to the California Clean Air Act, Sections 3900 *et seq.* of the California Health and Safety Code.

2.36 Indemnification Claim. Defined in Section 20.2.1.

2.37 Indemnified Parties. Defined in Section 20.1.

2.38 Developer. Defined in the Preamble.

2.39 Losses. Defined in Section 20.1.

2.40 Minor Amendment. Defined in Section 21.4.

2.41 Mitigation Measures. The mitigation measures applicable to the Project, the implementation of which is identified in the MMRP as the responsibility of Developer.

2.42 MMRP. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals, as it applies to the Project.

2.43 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.

2.44 Mortgagee. The holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

2.45 Party. City and Developer, and their respective assignees or Transferees, determined as of the time in question; collectively they shall be called the "Parties."

2.46 Party in Default. Defined in Section 24.

2.47 Performance Year. July 1 of any calendar year through and including June 30 of the next calendar year.

2.48 Permitted Delay. Defined in Section 30.

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

2.50 Plan Check Fees. Defined in Section 7.2.

2.51 Plaza. The pedestrian plaza to be developed as part of the Project and operated and maintained consistent with the requirements set forth in Exhibit F.

2.52 Potential Participating Parcels. Defined in Recital D.

2.53 Prevailing Party. Defined in Section 25.

2.54 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.

2.55 Project. Defined in Recital C.

2.56 Project Approvals. Defined in Recital G.

2.57 Property. Defined in Recital D.

2.58 Public Art Contribution. Defined in Section 7.3.3.

2.59 Public Benefits. Defined in Recital K.

2.60 Public Improvements. The facilities to be improved and constructed by Developer, and publicly dedicated or made available for public use, as provided by the Project Approvals and the SEC Infrastructure Plan. Public Improvements consist of all off-site right-of-way improvements; all off-site utilities (such as gas, electricity, water, sewer and storm drainage); and any other on-site or off-site improvements and facilities required by the Project Approvals and this Agreement to be constructed and dedicated by the Developer in connection with the development of the Project.

2.61 Public Use. Defined in Recital J.

2.62 Public Use Restriction. Covenants, conditions or restrictions as may be recorded in furtherance of Section 1245.245 of the California Code of Civil Procedure against those certain City Parcels and Potential Participating Parcels comprising the Arena.

2.63 SEC Design Guidelines. The SEC Design Guidelines, as part of the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan adopted by the City Council as part of the Project Approvals.

2.64 SEC Infrastructure Plan. The SEC Infrastructure Plan, as part of the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan adopted by the City Council as part of the Project Approvals.

2.65 Sports and Entertainment Complex. Defined in Section 12-38.91(E) of the Inglewood Municipal Code added as part of the Project Approvals.

2.66 Subsequent Approvals. Defined in Section 8.4.

2.67 Subsequent Rules. Defined in Section 8.1.

2.68 Substantive Amendment. Defined in Section 21.3.

2.69 Term. Defined in Section 6.2.

2.70 Termination. The expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision, including an uncured Default or other termination of this Agreement. For purposes hereof, "Termination" includes any grammatical variant thereof, including "Terminate," "Terminated," and "Terminating."

2.71 Transfer. Any sale, transfer, assignment, conveyance, gift, hypothecation, or the like of the Property or any portion thereof or any interest therein or of this Agreement; provided, however, that "Transfer" shall expressly exclude: (a) grants of leases, licenses or other occupancy rights for buildings or other improvements which will be part of the Project; (b) grants of easements or other similar rights granted in connection with the development or operation of the Project or Site; (c) the placement of mortgages or deeds of trust on the Property; (d) the exercise of any remedies of any lender holding a mortgage or deed of trust on the Property; or (e) the removal of a general partner or managing member by the exercise of remedies under any form of operating or partnership agreement.

- 2.72 Transferee. Defined in Section 15.
- 2.73 Transferred Property. Defined in Section 15.
- 2.74 Vested Rights. Defined in Section 7.1.

3. DESCRIPTION OF PROPERTY. The Property is described and depicted in Exhibits A, A-1, and A-2 attached hereto.

4. INTEREST OF DEVELOPER. The DDA provides for the conveyance of the City Parcels to Developer in accordance with the terms and conditions thereof. The DDA also provides a process pursuant to which any Potential Participating Parcels not owned or acquired by Developer may be acquired by City, including, if the City determines, in its sole and absolute discretion, to exercise its power of eminent domain for any such acquisition. This Agreement is binding on the Parties as of the Effective Date and shall be binding as to each portion of the Property on the later of the Effective Date or the date that the Developer acquires a legal or equitable interest in such portion of the Property.

5. RELATIONSHIP OF CITY AND DEVELOPER. Neither Party is acting as the agent of the other in any respect hereunder and 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 Developer, the municipal or governmental affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. City and Developer renounce the existence of any form of joint venture or partnership between them, and nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

6. EXECUTION AND TERM OF AGREEMENT.

6.1 Execution and Recording of Agreement. This Agreement has been entered into as of the Effective Date. Not later than ten (10) City-business days after the Effective Date, the City shall cause this Agreement, together with a notice indicating the Adoption Date, the Enacting Ordinance number, and the Effective Date, to be recorded against the City Parcels in the Official Records of the County of Los Angeles, State of California. Within ten (10) City-business days following the acquisition of any Potential Participating Parcel by the Developer, or any such acquisition by City and transfer to Developer, the City shall cause a recordable memorandum of this Agreement to be recorded against such Potential Participating Parcel.

6.2 Term. The term of this Agreement shall commence on the Effective Date and extend for 50 years ("Term"), unless said Term is terminated, modified, or extended by the terms of this Agreement. Notwithstanding the foregoing, this Agreement shall terminate if the DDA is terminated prior to the conveyance of the City Parcels to the Developer.

6.3 Extension of Approvals. Upon the granting of any Approval, the term of such Approval shall be extended automatically through the Term of this Agreement, notwithstanding any other City Law.

6.4 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, except as provided in this Section 6.4. Upon Termination of this Agreement, Developer shall continue to comply with the Public Use Restrictions and 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 before the Termination of this Agreement (absent this Agreement), or other rights arising from Approvals previously granted by City for development, use, or operation of all or any portion of the Project, including, but not limited to any approved operating permits, sign permits, valid building permits, or certificates of occupancy.

7. VESTED RIGHTS.

7.1 Permitted Uses. Except as expressly provided in Section 8, during the Term of this Agreement the permitted uses and rules applicable to the completion of the development, use, and operation of the Property, including but not limited to (i) event permitting, (ii) event parking, (iii) parking, ticket, and gross receipts taxes, (iv) the density and intensity of use, (v) the rate, timing, and sequencing of development, (vi) the maximum height (except as limited by the Federal Aviation Administration), design and size of proposed buildings, and (vii) parking standards shall be those set forth in this Agreement, the Existing City Laws, and Project Approvals as of the Adoption Date (the "Vested Rights").

7.2 Exactions. Except as provided in this Section 7 and Section 8, including all subsections therein, City shall not impose any further or additional Exactions on the development, use, or operation of the Project, 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 applicable to the Project as of the Adoption Date are listed in Exhibit D ("Applicable Exactions"). 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, except as specifically authorized in this Agreement. The provisions contained in this Section are intended to implement the intent of the Parties that Developer has the right to develop, use, and operate the Project pursuant to specified and known criteria and rules, and that City will receive the benefits conferred as a result of such development, use, and operation of the Project without abridging the right of City to act in accordance with its powers, duties, and obligations. To the extent that there are Exactions not listed on the Applicable Exactions that are first adopted or imposed by City after the Adoption Date, such new Exactions shall not be applicable to or imposed on the Project or the Property.

7.2.1 Admission Tax. Notwithstanding any future increases in the admissions tax listed under the Applicable Exactions, whether arising from increases pursuant to an amendment of Inglewood Municipal Code Section 9-6(2) or through an amendment of Inglewood Municipal Code Section 9-6(5) that (a) lowers the seating capacity threshold of venues specified therein, (b) increases the amount of the admissions tax levied on the per person admission price for each venue event, and/or (c) increases or eliminates the maximum aggregate amount of such admissions taxes payable annually to City, any such increased admissions tax payable by the Developer to City pursuant to Inglewood Municipal Code Section 9-6 shall not

exceed 2.5% of the face value of each sold admission for events conducted at the Arena, including, but not limited to, tickets or similar rights of sold admission. Under no circumstances and at no time shall the admissions tax applicable to events at the Arena exceed 2.5% of the face value of sold admissions. Admissions not sold but provided on a complimentary basis shall not be subject to the admissions tax. If admissions are offered in a combined package with food and beverage, the portion of the combined charge that is allocable to food and beverage will be excluded from the calculation of the admissions tax, but shall be subject to sales tax to the extent required under Applicable Law. The allocation between admission and food and beverage for admissions tax purposes shall be reported to the City in the same manner as reported to the applicable State taxing authority for sales tax purposes.

7.2.2 **Parking Tax Amount.** If, at any time after five Performance Years have concluded from when the Developer has received the Certificate of Occupancy for the Arena, the City provides notice to Developer that the City has reasonably determined that it faces a Projected Budget Deficit (as defined below), then on or before September 1 following such City notice, and continuing for a total of four City Fiscal Years (collectively, the "Affected Fiscal Years"), the total Parking Tax payable from parking on the Project or the Property during each Affected Fiscal Year shall be no less than \$652,000 (twice the total amount projected at Project approval). If, on or before September 1 of each Affected Fiscal Year, the Developer has not paid Parking Taxes at least equal to the minimum \$652,000 Parking Tax amount, the Developer shall pay to the City, an amount equal to the difference between (i) the minimum \$652,000 Parking Tax amount and (ii) the Parking Taxes otherwise payable during such Affected Fiscal Year. "Projected Budget Deficit" means the City anticipates a budget deficit without substantial cuts to current budget and staff levels. The City may not give notice to the Developer of a Projected Budget Deficit more often than once every six years. Any other increase in the Parking Tax will require the consent of the Developer, which shall not be unreasonably withheld; provided, however, Developer shall have the right to disapprove any such other increase that Developer reasonably determines could cause the Arena to be at any competitive disadvantage as compared with other venues in the Los Angeles metropolitan area that compete with the Arena.

7.2.3 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 on-site Project signage, sponsorship or naming rights, personal seat licenses, or similar use rights in connection with the Project.

7.2.4 **Plan Check Fees.** Developer shall pay any Processing Fees in effect at the time of the application for that permit or approval. Notwithstanding the foregoing, in lieu of any Processing Fees otherwise payable for building permit plan check ("Plan Check Fees"), Developer shall pay City the full costs of a contract planner or contract building plan check person if such services are mutually determined to be necessary by Developer and the City's Director of Economic and Community Development, or by Developer in order to achieve its desired timeframes for construction of the Project; provided, however, in such event Developer shall pay to City an amount equal to 15% of the contract planner costs to cover the City's administrative costs. Developer shall also pay all City fees and costs 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 Developer hereunder. However, this Agreement shall not limit the City's authority to charge Processing Fees that are in force on a

City-wide basis at the time an application is made for such permit or entitlements, to the extent such fees are not duplicative of Plan Check Fees and payments made by Developer pursuant to this Section 7.2 or the DDA.

7.2.5 Real Property Transfer Taxes. To the extent that there are increases in the Real Property Transfer Tax imposed by the City, as listed under the Applicable Exactions, the maximum tax transfer tax that may be imposed on the Property or Project shall not exceed \$1.50 for each \$500.00 or fractional part thereof, of the consideration or value of the interest or property conveyed on any deed or instrument or writing.

7.2.6 To the extent that there are Exactions not listed on the Applicable Exactions that are first adopted or imposed by City after the Adoption Date, such new Exactions shall not apply to the Project or the Property.

7.3 Confirmations.

7.3.1 Parking. For the purposes of determining the parking requirements applicable to the Property, the Project shall comply with the Project Approvals.

7.3.2 Alcohol. The sale, service, and consumption of alcohol (beer, wine and distilled spirits, including in the form of bottle service) inside the Arena and elsewhere within the Sports and Entertainment Complex is permitted, subject to compliance with applicable state law and the Project Approvals.

7.3.3 Public Art. In furtherance of Section 11-140 of the Inglewood Municipal Code, Developer's public art contributions shall be valued at 1% of the Project valuation, calculated by the Building and Safety Division (the "Public Art Contribution"), as further described in the Project Approvals. The Public Art Contribution obligations may be satisfied, at Developer's option, by either (i) the installation of public artwork, (ii) an in-lieu of fee payment, or (iii) a combination of on-site installation public artwork and an in-lieu fee payment. Advance payment of the Public Art Contribution, in whole or in part, by payment of an in-lieu fee, shall not be a condition of issuance of any building permit or certificate of occupancy. If the Developer has elected to satisfy the Public Art Contribution, in whole or in part, by payment of an in-lieu fee, the in-lieu fee shall be paid prior to the issuance of the Certificate of Occupancy for the Arena. If the Developer has elected to satisfy the Public Art Contribution, in whole or in part, by the installation of public art, the installation shall be completed prior to the issuance of the Certificate of Occupancy for the Arena or within a reasonable time thereafter as authorized by the City's Director of Parks, Recreation and Community Services Department and Director of Economic and Community Development Department. The City's Director of Parks, Recreation and Community Services Department and the Director Economic and Community Development Department, may, as appropriate, after consulting with the staff of the Arts Commission, authorize modification of the City's standards and guidelines for the installation and maintenance of on-site artwork.

7.4 Uniform Codes Applicable. The Project shall be constructed in accordance with the provisions of 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 (collectively, the "Codes"), taking into account (i) any equivalency determinations made in accordance with Existing City Laws and (ii) any provisions of the Codes that allow for the applicable building standards to be those in effect at the time of permit application.

7.5 City's Consideration and Approval of Requested Changes in the Project. Developer may desire to further specify, modify, or expand the plans for the proposed development, use, and operation of the Project after the Adoption Date based upon more precise planning, changes in market demand, changes in development occurring in the vicinity, and similar factors. In such event, the City shall cooperate with Developer to expeditiously review and take final action on such requested changes in accordance with City's Existing City Laws and the Approvals, and all applicable State and Federal laws. Any and all staff or consultant costs necessarily incurred by the City in providing such expeditious review and final action shall be paid by the Developer to the City subject to the provisions of Section 7.2. Any change to the Project so approved by City shall not require an amendment of this Agreement. With regards to any change that is approved by City, the references in this Agreement to the Project or applicable portion thereof shall be deemed to refer to the Project as so changed and the City's approval thereof shall constitute an Approval.

7.6 Effect of FEIR. The FEIR contains a thorough analysis of the Project and possible alternatives in compliance with CEQA. The Project Approvals include resolutions of the City Council adopting CEQA findings, including a statement of overriding considerations in accordance with CEQA Guidelines Section 15093 for those significant impacts that could not be mitigated to a less than significant level. Based on the scope of review in the FEIR, the City does not intend to conduct any further environmental review or require further mitigation under CEQA for any aspect of the Project that is vested under this Agreement. The City will rely on the FEIR to the greatest extent permissible under CEQA with respect to all Subsequent Approvals for the Project. Developer acknowledges that the City may conduct additional environmental review if required by CEQA due to any material changes to the Project, and may impose conditions on any Subsequent Approval of material changes to the Project that the City determines is to be required to address significant environmental impacts under CEQA.

7.7 Mitigation Measures.

7.7.1 Developer will comply with all Mitigation Measures identified in the MMRP as the responsibility of the "owner" or the "project sponsor," except for any Mitigation Measures that are expressly identified as the responsibility of a different Person in the MMRP. As part of these requirements, Developer shall comply with the Greenhouse Gas Emissions Conditions of Approval attached hereto as Exhibit H-1, the Air Pollutant Emissions Reduction Conditions of Approval attached hereto as Exhibit H-2, and the Transportation Demand Program Conditions of Approval attached hereto as Exhibit H-3.

7.7.2 Developer and City will cooperate, at no out-of-pocket cost to the City, in the implementation of the Mitigation Measures identified in the MMRP, and in the ongoing monitoring and reporting requirements of the Mitigation Measures. The Developer will reimburse the City for staff and consultant costs reasonably incurred by City in connection with

monitoring Developer's implementation of the Mitigation Measures. Without limiting the generality of the foregoing, City specifically acknowledges and agrees to its role and responsibilities under the Greenhouse Gas Emissions Conditions of Approval attached hereto as Exhibit H-1, the Air Pollutant Emissions Reduction Conditions of Approval attached hereto as Exhibit H-2, and the Transportation Demand Program Conditions of Approval attached hereto as Exhibit H-3.

7.8 Temporary Street Closures. The City shall reasonably cooperate with Developer to implement temporary street closures to vehicles for major events at the Arena 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 its designee, in consultation with the Inglewood Chief of Police or its designee.

7.9 Property Tax Reassessment. Commencing with the fiscal year as to which the Los Angeles County Assessor determines the new base year value for the completed Arena pursuant to California Revenue and Taxation Code section 71, and continuing for a period of three additional fiscal years thereafter, Developer agrees that it shall not initiate a proceeding under the California Revenue and Taxation Code so as to result in a reduction in the assessed value of the Project for property tax purposes below the amount of Nine Hundred Fifty-Nine Million Dollars (\$959,000,000) (the "Baseline Value"). If a proceeding initiated by Developer results in a reduction in the assessed value of the Project below the Baseline Value in violation of the preceding sentence, Developer will pay to the City the Assessment Shortfall on or before the date that the second installment of property taxes for such fiscal year is otherwise payable or, if the second installment was previously paid based on an assessed value in excess of the Baseline Value, within twenty (20) days of the Developer's receipt of a refund on account of the reduction in assessed value. "Assessment Shortfall" means, as to each fiscal year, any amount by which (i) the property tax revenue that would be received by the City for such fiscal year if the assessed value of the Project equaled the Baseline Value exceeds (ii) the property tax revenue received by the City for such fiscal years as a result of the reduction in the assessed value of the Project. Payment of the Assessment Shortfall will constitute a cure of any Event of Default with respect to any breach by Developer of the covenant set forth in the first sentence of this Section.

8. APPLICABLE LAW.

8.1 Subsequent Rules and Approvals. Except as provided in Section 7.2, during the Term of this Agreement, City shall not, without Developer's written consent, apply any City ordinances, resolutions, rules, regulations or official policies enacted after the Adoption Date ("Subsequent Rules") that would conflict with or impede the Vested Rights of Developer set forth in Section 7 and the subsections therein or otherwise conflict with this Agreement or Existing City Laws; *provided, however*, that nothing shall prevent City from enacting and applying Subsequent Rules necessary to protect persons or property from any threatened or actual serious physical risk to health and safety, in which case City shall treat Developer in a uniform, equitable, and proportionate manner as all other properties, public and private, which are impacted by that threatened or actual serious physical risk to health and safety.

8.2 Conflicting Laws. Without limitation on the generality of Section 8.1 above, any action or proceeding of City (whether enacted by the legislative body or the electorate)

undertaken without the consent of Developer that has any of the following effects on the Project shall be in conflict with the Vested Rights, this Agreement, and the Existing City Laws:

- (a) revising the Term of the Agreement;
- (b) limiting, reducing, or modifying:
 - (i) the permitted density, intensity, square footage, location, height or bulk of all or any part of the Project; or
 - (ii) the location of vehicular access or parking or the number and location of parking or loading spaces for the Project in a manner that is inconsistent with this Agreement or the Project Approvals;
- (c) limiting, changing, or controlling the availability of public utilities, services, or facilities or any privileges or rights to public utilities, services, or facilities for the Project or changing or adding additional requirements with respect to the provision of Public Improvements as contemplated by the Project Approvals;
- (d) limiting the processing of applications for or procuring of Subsequent Approvals as provided in this Agreement;
- (e) changing the event permitting requirements, parking requirements, alcohol permitting requirements, or signage provisions;
- (f) impeding or delaying the timely completion of the Project in accordance with the Project Approvals; or
- (g) changing Existing City Laws that causes an adverse impact on the use, operation, functionality, accessibility, or economic competitiveness of the Arena or Project.

8.3 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, provided that City agrees that, to the extent possible, such Subsequent Rules shall be implemented in a manner that does not conflict with Developer's Vested Rights.

8.4 Subsequent Approvals. Consistent with Existing City Law and the Project Approvals, the development of the Project is subject to certain future approvals and actions by City that will be approved after the Adoption Date. These future approvals include discretionary and ministerial actions by City (collectively referred to as "Subsequent Approvals"), which may include but are not limited to, demolition permits, SEC Design Review approvals under the SEC Design Guidelines, SEC Improvement Plans approvals under the SEC Infrastructure Plan, grading permits, building permits, final parcel and subdivision maps, lot line adjustments, and mergers. In reviewing and acting on applications for Subsequent Approvals, the City shall act expeditiously and endeavor to expedite processing, including in the manner and within the time

frames provided in the Project Approvals, and shall apply the Project Approvals and Existing City Laws when considering the application and may only attach such conditions consistent with the Project Approvals and Existing City Laws as permitted in Sections 7.1 through 7.7 and Sections 8 and 8.1. Each Subsequent Approval, once granted and final, shall be deemed to be an Approval that is automatically incorporated in, governed by, and vested under this Agreement.

9. MASTER EVENT PERMITTING.

9.1 Approved Event Configurations. Any and all events at the Property including, without limitation, NBA games and other sporting events, concerts, family shows, theatrical performances, trade shows, business conferences, special events, award shows, film shoots, circuses, ice shows, boxing matches, and other events are permitted uses for the Arena under Chapter 12 of the Inglewood Municipal Code. In accordance with Chapter 8, Article 3 of the Inglewood Municipal Code concerning permits, the City Council authorizes any and all events held at the Arena provided they are held in the configurations approved by the Los Angeles County Fire Department (collectively, the "Approved Event Configurations"). Pursuant to Section 8-28 of the Inglewood Municipal Code, City has determined that an event held in accordance with an Approved Event Configuration does not need to be subject to additional permit requirements. Developer shall not be required to receive any additional consent from the City or any committee thereof, except as otherwise provided herein, or be subject to any Exactions or other amounts to the City in connection with events held in Approved Event Configurations.

9.2 Costs of Services. Developer shall from time to time consult and meet with the City and Los Angeles County Fire Department regarding reasonable and appropriate police, fire, emergency technicians, and ambulance requirements for each Approved Event Configuration and associated costs, taking into account past practice with respect to other venues to the extent applicable. Developer shall pay the costs of reasonable and appropriate police, fire, emergency technicians, and ambulance presence for events on the Property which would not be needed, but for that specific event.

9.3 Coordination with Other Venues. If consistent with the Project Approvals and Section 7, the City establishes a process for coordination of event operations and scheduling among major event venues operating within the City, Developer agrees that it will periodically meet and confer with the City and with the operators of such other venues to share non-confidential information regarding past and future events; provided, however, that nothing in this Section 9.3 shall limit or restrict Developer's rights under Section 9.1.

10. OTHER GOVERNMENTAL PERMITS. Developer 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 or operation of the Project. City shall reasonably cooperate with Developer in its endeavors to obtain such permits and approvals.

11. EASEMENTS; IMPROVEMENTS; ABANDONMENTS. City shall reasonably cooperate with Developer and any state or federal agencies in connection with any arrangements for abandoning or vacating existing easements, right-of-ways, utilities, or facilities, including

groundwater wells and pipelines, and the relocation thereof or creation of any new easements, right-of-ways, utilities, or facilities within the City in connection with the development of the Project; and if any such easement, right-of-way, utility, or facility is owned by City or an agency of City, City or such agency shall, at the request of Developer, take such action and execute such documents as may be reasonably necessary to abandon that existing easement, right-of-way, utility, or facility and relocate them, as necessary or appropriate in connection with the development of the Project. The cost of abandonment and relocation of any such easement shall be the responsibility of Developer.

12. DESIGN OF ON-SITE AND OFF-SITE IMPROVEMENTS. Development of the Property shall be subject to City review as provided by the Project Approvals. The Project Approvals, and all improvement plans prepared in accordance with the Project Approvals, including but not limited to the SEC Infrastructure Plan, shall govern the design and scope of all on-site and off-site improvements to be constructed on or benefiting the Property. Once completed in accordance with Applicable Law, the City shall accept all Public Improvements.

13. SUBDIVISION AND MERGER. Developer shall have the right, from time to time or at any time, to apply for the subdivision of the Property, as may be necessary in order to develop, lease, or finance any portion of the Property consistent with the Existing City Laws. Any merger or lot line adjustments shall be considered a ministerial approval. It is the intent of the Parties that merger of parcels shall not be required prior to the issuance of building permits but shall be required prior to the issuance of a Certificate of Occupancy for the applicable portion of the Project.

14. PUBLIC USE AND BENEFITS TO BE PROVIDED BY DEVELOPER. In conjunction with and in furtherance of the Public Use, the Developer will provide the City, its residents, and the surrounding region with numerous public benefits, including the Public Benefits (that are public benefits in excess of those otherwise having a "nexus" to the Project, and beyond the public benefits that could be expected from the Project in absence of the Agreement) identified in Exhibit C. In exchange for the Public Benefits to the City, City shall grant the permits and approvals required for the development, use, and operation of the Project, over the Term of this Agreement in accordance with procedures provided by Applicable Law and in this Agreement, and agrees that Developer may proceed with the development, use, and operation of the Project in accordance with the Applicable Law.

15. TRANSFERS AND ASSIGNMENTS

15.1 Transfers Prior to Release of Construction Covenants. Prior to the City's issuance of a "Release of Construction Covenants" (as the term is defined under the DDA), Developer shall not Transfer all or any portion of the Property to which it has acquired title to a third party (a "Transferee") without the prior written approval of the City, which shall be given or reasonably withheld within five (5) City-business days; provided, however, such approval shall be given if such Transfer is permitted under the terms of the DDA or is approved by the City pursuant to the DDA.

15.2 Transfers After Release of Construction Covenants. Once the City issues a Release of Construction Covenants under the DDA, the Developer shall have the right, subject to

(i) the terms of this Section 15.2 and (ii) any covenants and conditions encumbering the Transferred Property, including any applicable Public Use Restriction, to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to Transferees acquiring an interest or estate in all or any portion of the Property (the "Transferred Property"), including, but not limited to, purchases or long term ground leases of individual lots, parcels, or any of the buildings located within the Property. Any Transfer shall comply with the California Subdivision Map Act and Applicable Law. Developer shall provide 30 days written notice to City prior to the effective date of any Transfer of its interest in all or any portion of the Property or any of its interests, rights and obligations under this Agreement; *provided, however*, that in the case of such a Transfer to an Affiliate, Developer shall only be required to provide 10 days written notice to City. Upon the effective date of Transfer for which notice is given as provided above, the Transferee shall be deemed a Party. Developer shall remain fully liable for all obligations and requirements under this Agreement after the effective date of the Transfer, unless Developer satisfies the following conditions: (i) prior to the effective date of the Transfer, Transferee executes and delivers to City an Assignment and Assumption Agreement (to be effective upon completion of the Transfer) in the form set forth in Exhibit G to this Agreement specifying the obligations and requirements to be assumed by Developer hereunder as to the Transferred Property; and (ii) Developer has not received a notice of an Event of Developer Default that remains uncured as of the effective date of the Transfer. If the foregoing conditions are satisfied, then the Transferor shall be released from any further liability or obligation under this Agreement and the Transferee shall be deemed to be the "Developer" 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, but subject to the terms of any applicable Public Use Restriction, if a Transferee Defaults under this Agreement, such Default shall not constitute a Default by Developer 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.

16. MORTGAGEE OBLIGATIONS AND PROTECTIONS.

16.1 Encumbrances on the Property. Upon obtaining title to the Property or any portion thereof, Developer may encumber the Property or any portion thereof as to which it holds title or any improvements thereon with any Mortgage securing financing with respect to the Property, whether it is before or after the recordation of the Release of Construction Covenants (as defined in the DDA); provided, however, that prior to the recordation of the Release of Construction Covenants, the proceeds of any such Mortgage shall be for the purpose of securing loans and funds to be used to develop or finance the acquisition of the Property or any portion thereof. A Mortgagee shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval (or deemed approval) without such Mortgagee giving its prior written consent.

16.2 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 Developer 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 the Property or to construct any improvements on the Property in accordance with the Approvals and this Agreement if Mortgagee fully complies with the terms of this Agreement.

16.3 Mortgage 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 or assignee of a Mortgagee that takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

16.4 Notice of Event of Developer Default to Mortgagee; Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of an Event of Developer Default given to Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that an Event of Developer Default has occurred or a Certificate of Non-Compliance has been issued to Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the Event of Developer Default or non-compliance as provided in this Agreement; *provided, however*, that if the Event of Developer 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 Event of Developer Default, noncompliance or Certificate of Non-Compliance within 90 days after obtaining possession. If any such Event of Developer Default, noncompliance or Certificate of Non-Compliance cannot, with diligence, be remedied or cured within such 90-day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Event of Developer Default, noncompliance or Certificate of Non-Compliance (including but not limited to proceeding to gain possession of the Property) if such Mortgagee commences a cure during such 90-day period, and thereafter diligently pursues completion of such cure to the extent reasonably possible.

16.5 Request for Notice of Default. Following the recordation of the Release of Construction Covenant, City shall have the right to record a request for notice of default in accordance with California Civil Code Section 2924b with respect to any Mortgage. If City has recorded a request for notice of default with respect to any Mortgage, City shall thereafter have the right to cure defaults under such Mortgage as provided in California Civil Code Section 2924c(a).

17. INTENTIONALLY OMITTED.

18. ESTOPPEL CERTIFICATE. Any Party (the "Requesting Party") may at any time deliver written notice to the other Party (the "Certifying Party") requesting that the Certifying

Party certify to the Requesting Party (and/or any proposed Transferee or Mortgagee of the Requesting Party) 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 Certifying Party receiving a request hereunder shall execute and return such certificate within 30 days following the receipt of such a request. The City Manager shall have the right, but not the obligation, to execute any certificate requested by Developer hereunder in the event he or she elects to not submit the certificate request to the City Council for its consideration. A certificate hereunder may be relied upon by the Requesting Party and any Transferee or Mortgagee to whom it has been issued.

19. ANNUAL REVIEW.

19.1 Review Date. The annual review date for this Agreement shall occur on October 1 of each full calendar year following the Effective Date of this Agreement ("Annual Review Date"). During each annual review, Developer shall be required to demonstrate good faith compliance with the terms of this Agreement, including, without limitation, compliance with the Greenhouse Gas Emissions Condition of Approval set forth in Exhibit H-1.

19.2 Required Information from Developer. By June 1 of each year prior to the Annual Review Date, Developer shall provide a letter to the City Manager containing evidence of good faith compliance with this Agreement. Upon the written request of City, which shall be made, if at all, within 60 days of the submission of Developer's letter, Developer shall also furnish such reasonable additional evidence and documentation of such good faith compliance as the City, in the exercise of its reasonable discretion, may require ("Additional Documentation").

19.3 City Report. Within 60 days after receipt by the City Manager of Developer's Additional Documentation, the City Manager shall review the Additional Documentation submitted by Developer and all other available evidence of Developer's compliance with this Agreement. Following such review, the City Manager shall timely notify Developer in writing whether Developer has complied with the terms of this Agreement and shall issue a Certificate of Compliance to Developer, if such is the case. If City Manager finds Developer is not in compliance, the City Manager shall timely issue a Certificate of Non-Compliance to Developer, together with any available evidence of such non-compliance, after complying with the procedures set forth in Section 19.4.

19.4 Non-Compliance with Agreement; Hearing. Prior to issuing a Certificate of Non-Compliance, if the City Manager finds that Developer has not complied with the terms of this Agreement, the City Manager shall indicate in writing to Developer, with reasonable specificity, any aspect in which Developer has failed to comply. The City Manager shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than 30 days, and shall be reasonably related to the time necessary for Developer 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 City Manager may require payment from Developer within 10 business days.

If Developer fails to adequately bring its performance into compliance as set forth above, then the City Manager shall issue a Certificate of Non-Compliance to Developer indicating (1) with reasonable specificity the reason(s) for the determination, in the manner prescribed in Section 19.3, and (ii) whether the City Manager is or is not recommending that the City Council modify or Terminate this Agreement. If the Certificate of Non-Compliance does not recommend modification or Termination of this Agreement, then the City Council, upon the receipt of a written request of Developer within 10 days of the City Manager's issuance of the Certificate of Non-Compliance, shall conduct a meeting within 45 days of City Council's receipt of Developer's request. Developer shall be given 10 days written notice of the meeting and copies of any additional evidence not previously provided to Developer upon which the City Manager made their determination that the Developer did not adequately bring its performance into compliance. If the City Manager issues a Certificate of Non-Compliance that includes a recommendation that the City Council modify or Terminate this Agreement, then the City Council shall conduct a noticed public hearing within 45 days in accordance with Applicable Law. Developer shall be given copies of any additional evidence not previously provided to Developer upon which the City Manager made their determination as to compliance. Developer shall have the opportunity to present evidence at any public hearing. If the City Council determines that Developer is not in compliance with this Agreement at such public hearing, it may Terminate this Agreement, or initiate proceedings to modify or otherwise enforce it.

19.5 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final, and any court action or proceeding to attack, review, set aside, void, or annul that decision shall be commenced within 30 days of the City Council's final decision.

19.6 Costs. Costs reasonably incurred by City in connection with the annual review conducted pursuant to Section 19.1 and related hearings shall be paid by Developer in accordance with City's schedule of fees and billing rates for staff time in effect at the time of review. Such costs shall also include the cost of consultants necessarily and reasonably incurred by City in carrying out its obligations pursuant to this Section 19.6.

19.7 Default. The rights and powers of the City Council under this Section 19 are in addition to, and shall not limit, the rights of City to Terminate or take other action under this Agreement on account of the commission by Developer of an Event of Developer Default.

20. INDEMNIFICATION.

20.1 Obligation to Indemnify. Developer agrees to indemnify, defend, and hold harmless City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, contractors, volunteers and representatives (collectively, the "Indemnified Parties") from any and all losses, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death and property damage) (collectively, "Losses") and from any and all claims, demands, and actions in law or equity (including reasonable attorneys' fees and litigation expenses) by any third party (collectively, "Claims") that are (a) directly or indirectly

arising or alleged to have arisen out of or in any way related to the approval of this Agreement or the Project Approvals or (b) incurred by an Indemnified Party as a result of Developer's failure to comply with any Environmental Law. Notwithstanding the foregoing, Developer shall have no indemnification obligation pursuant to clause (b), above, with respect to the gross negligence or willful misconduct of any Indemnified Party. The obligations under this Section 20 shall survive Termination of this Agreement.

20.2 Indemnification Procedures.

20.2.1 In order for an Indemnified Party to be entitled to indemnification provided under this Section 20 in respect of, arising out of, or involving a Loss or a Claim by any Person against the Indemnified Party (each, an "Indemnification Claim"), such Indemnified Party shall promptly give notice, in writing and in reasonable detail, to Developer thereof; provided, that failure to give reasonable prompt notification shall not affect the indemnification provided hereunder except to the extent Developer shall have been actually and materially prejudiced as a result of such failure to promptly notify.

20.2.2 Developer shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Indemnified Party, and to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against by it hereunder. If Developer elects to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against by it hereunder, it shall within 30 days (or sooner, if the nature of the Indemnification Claim so requires) notify the Indemnified Party in writing of its intent to do so. If Developer elects not to defend against, negotiate, settle, or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, the Indemnified Party may (at Developer's sole cost and expense) defend against, control, negotiate, settle, or otherwise deal with such Indemnification Claim. If Developer shall assume the defense of any Indemnification Claim, the Indemnified Party may participate, at its expense, in the defense of such Indemnification Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of Developer only if (a) so requested by Developer to participate or (b) the nature of the claim creates an ethical conflict for the same counsel to defend the Indemnified Party and Developer; and provided, further, that Developer shall not be required to pay for more than one such counsel for all Indemnified Parties in connection with any Indemnification Claim. The Parties shall cooperate fully with each other in connection with the defense, negotiation, or settlement of any such Indemnification Claim. Notwithstanding anything to the contrary herein, neither Developer nor the Indemnified Party shall, without the written consent of the other party (which shall not be unreasonably withheld, conditioned, or delayed), settle or compromise any Indemnification Claim or permit a default or consent to entry of any judgment unless (x) the claimant(s) and such party provide to such other party an unqualified release from all liability in respect of the Indemnification Claim and (y) in the case of any such settlement, compromise, consent to default, or to entry of any judgment by Developer, such settlement, compromise, or judgment otherwise provides solely for payment of monetary damages for which the Indemnified Party will be indemnified in full.

21. AMENDMENT, CANCELLATION, OR SUSPENSION.

21.1 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 the Approvals, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such law or regulation. Any such amendment to the Agreement that is agreed upon by the Parties shall be submitted for approval consideration by the City Council in accordance with California law, the City's Municipal Code, and this Agreement.

21.2 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties and in accordance with the procedures of California law and the City's Municipal Code, or as otherwise permitted by this Agreement.

21.3 Substantive Amendments. Any Substantive Amendment to the Agreement shall require the City's approval in accordance with Applicable Law. "Substantive Amendment" means any change to the term of this Agreement beyond the Term and provision(s) in this Agreement related to monetary contributions or payments by Developer.

21.4 Minor Amendment. A "Minor Amendment" is any amendment of this Agreement other than a Substantive Amendment, including waiver of conditions for the benefit of another party and modifications to the Project's Mitigation Measures or conditions to the Approvals, provided that the City Manager finds that, on the basis of substantial evidence, the changed measures or conditions are equivalent to or more effective. The City Manager and Developer may approve a Minor Amendment by written agreement without a public hearing to the extent permitted by Applicable Law, including without limitation Government Code Section 65868; provided however, the City Manager shall have the discretion to seek such approval by the City Council.

21.5 Cancellation/Termination. This Agreement may be Terminated in whole or in part by the mutual consent of City and Developer or their successors in interest, in accordance with Applicable Law. The City shall retain any fees or payments of any kind paid under this Agreement or any other agreement relating to this Agreement and made prior to the date of termination. In addition, notwithstanding any other provision of this Agreement, if the DDA is terminated prior to the conveyance of title and possession of the Property to the Developer, this Agreement shall also terminate.

22. DEFAULT.

22.1 Developer Default. Any of the actions referenced below shall constitute an event of default on the part of Developer ("Event of Developer Default"). Upon an Event of Developer Default (other than an event of default under subparagraph (a) below), the City shall give written notice of default to Developer, specifying the default at issue. City may not exercise any rights or remedies upon a default by Developer, unless and until such default continues beyond any applicable cure period set forth in this Section 21.1 after written notice thereof from City. Developer shall have the opportunity to appear before the City Council at a public hearing

prior to the exercise of any of City's rights or remedies under this Agreement with respect to an Event of Developer Default.

- (a) Developer is dissolved or terminated; or
- (b) Developer fails to keep, observe, or perform any of its covenants, duties or obligations under this Agreement in any material respect, and the default continues for a period of 10 days in the event of a monetary default or 30 days after written notice thereof from City to Developer, or in the case of a default which cannot with due diligence be cured within 30 days, Developer fails to commence to cure the default within 30 days of such notice and thereafter fails to pursue the curing of such default with due diligence and in good faith to completion.

22.2 **City Default.** An event of default on the part of City ("Event of City Default") shall arise if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of 10 days in the event of a monetary default or 30 days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within 30 days, City fails to commence to cure the default within 30 days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion. Developer shall give written notice of default to City, specifying the default at issue. Developer may not exercise any rights or remedies upon an Event of City Default, unless and until such default continues beyond any applicable cure period set forth in this Section 22.2 after written notice thereof from Developer.

23. **REMEDIES FOR DEFAULT.** Subject to the notice and cure provisions in Section 22, 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 22, 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. The City, any City agencies, and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively, for purposes of this Section 23, "City") shall not be liable for any monetary damages for an Event of City Default or any claims against City arising out of this Agreement. Developer waives any such monetary damages, including consequential, punitive, and special damages, against City. Similarly, Developer and its officers, directors, agents, employees, volunteers, and representatives (collectively, for purposes of this Section 23, "Developer") shall not be liable for any monetary damage for a Default by Developer or any claims against Developer arising out of this Agreement. City waives any such monetary damages, including consequential, punitive, and special damages against Developer. 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 24.

24. **PROCEDURE REGARDING DEFAULTS.** For purposes of this Agreement, a Party claiming another Party is in Default shall be referred to as the "Complaining Party," and the

Party alleged to be in Default shall be referred to as the “Party in Default.” A Complaining Party shall not exercise any of its remedies as the result of Default unless such Complaining Party first gives notice to the Party in Default as provided in this Section, and the Party in Default fails to cure such Default within the applicable cure period.

24.1 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.

24.2 Cure. Subject to Section 30, the Party in Default shall have 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 30-day period, the cure shall be deemed to have occurred within such 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 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 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).

24.3 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.

24.4 Procedure for Terminating Agreement upon Default. If City desires to Terminate this Agreement in the event of an Event of Developer 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 the City Council determines that an Event of Developer Default has occurred and has not been cured to City's reasonable satisfaction, or that the Event of Developer Default presents a serious risk to public health, safety, or welfare, the City Council may Terminate this Agreement.

24.5 No Cross Default. Notwithstanding anything to the contrary in this Agreement, if Developer 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.

25. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT. If any Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the 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 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 25 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.

26. 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 Approvals, the Parties shall fully cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and Developer shall reimburse City for all reasonable costs (including court costs) and reasonable attorneys' fees actually 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 Developer or defend the action itself. Upon a tender of defense to Developer by City, Developer shall defend through counsel approved by City, which approval shall not be unreasonably withheld, and Developer shall bear all reasonable attorneys' fees and costs from the date of tender.

27. BINDING ON SUCCESSORS; AGREEMENT RUNS WITH THE LAND. Except as otherwise expressly provided for in this Agreement, upon the Effective Date, 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. Upon recording of this Agreement with respect to each portion of the Property, all of the provisions of this Agreement shall be binding on all other Persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to Applicable Law, including Section 1468 of the California Civil Code.

28. BANKRUPTCY. The obligations of this Agreement shall not be dischargeable in bankruptcy.

29. INSURANCE.

29.1 Public Liability and Property Damage Insurance. At all times that Developer is constructing any improvements that are part of the Project ("Construction Work"), Developer shall maintain in effect a policy of comprehensive commercial general liability insurance with a per-occurrence single limit of not less than \$2,000,000, an additional \$25,000,000 in umbrella and excess liability coverage, and a self-insured retention of not more than \$250,000 per claim. This self-insured retention may be increased based on the availability of insurance with such self-insured retentions at commercially reasonable premiums. The policy so maintained by Developer shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

29.2 **Workers' Compensation Insurance.** At all times that Developer is undertaking the Construction Work, Developer shall maintain workers' compensation insurance as required by California law for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Developer shall indemnify City for any damage resulting from Developer's failure to maintain any such insurance.

29.3 **Evidence of Insurance.** Prior to commencement of the Construction Work, Developer shall furnish City satisfactory evidence of the insurance required in Sections 29.1 and 29.2 and evidence that Developer is required to give the City at least 15 days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, other City agencies, and their respective elective and appointive boards, commissions, officers, agents, employees, volunteers, and representatives as additional insureds with respect to this Agreement and to Developer performing work on the Project.

30. **EXCUSE FOR NONPERFORMANCE.** Notwithstanding any provision of this Agreement to the contrary, Developer and City shall be excused from performing any obligation or undertaking provided in this Agreement in the event of, and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by, a(n) 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, Applicable Law, 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").

31. **THIRD PARTY BENEFICIARIES.** This Agreement is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other Person shall have any right of action based upon any provision in this Agreement. There is no third party beneficiary to this Agreement and nothing contained herein shall be construed as giving any Person third party beneficiary status.

32. **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 of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to Terminate this entire Agreement (with respect to the portions of the Property in which such Party has an interest) from and after such determination.

33. **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. The Party for whose benefit a

covenant or commitment is provided may waive its rights pursuant to that commitment or covenant, provided that 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 time specified in such express waiver. Except as provided in Section 23, 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 available right or remedy.

34. 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. Any lawsuit or legal proceeding arising hereunder shall be heard in the United States District Court for the Central District if in federal court or, if in California Superior Court, the Los Angeles County Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058.

35. 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 Manager

with a copy to: Office of the City Attorney
One Manchester Boulevard
Inglewood, California 90301
Attention: City Attorney

with a copy to: Kane, Ballmer & Berkman
(and shall not constitute 515 S. Figueroa Street, Suite 780
notice to City) Los Angeles, California 90071
Attention: Royce K. Jones

Developer: Murphy's Bowl LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan

with a copy to: Wilson Meany
(and shall not constitute Four Embarcadero Center, Suite 3330
notice to Developer) San Francisco, CA 94111
Attention: Chris Meany

with a copy to: Helsell Fetterman, LLP
(and shall not constitute 1001 Fourth Avenue, Suite 4200
notice to Developer) Seattle, WA 98154
Attention: Mark Rising

with a copy to: Coblenz Patch Duffy & Bass LLP
(and shall not constitute One Montgomery Street , Suite 3000
notice to Developer) San Francisco, CA 94104
Attention: Matthew J. Bove

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 10 business days prior to the date such change is affected. 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.

36. FORM OF AGREEMENT; RECORDATION; EXHIBITS. City shall cause this Agreement, any amendment hereto, any notice of modification of a Project Approval and any Termination of any parts or provisions hereof, to be recorded, at Developer's expense, with the County Recorder within 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.

This Agreement consists of thirty-two (32) pages and _ Exhibits (Exhibits A- H-3), which constitute the entire understanding and agreement of the Parties.

37. 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.

38. 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, conditioned, 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 Manager may be appealed by Developer to the City Council.

39. ENTIRE AGREEMENT. This written Agreement, including the Exhibits attached hereto, together with the DDA, 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.

40. 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 the Developer 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.

41. NEXUS/REASONABLE RELATIONSHIP CHALLENGES. Developer consents to, and waives any and all rights it may have now or in the future to challenge the legal validity of, this Agreement or the Project Approvals (to the extent approved in the forms agreed with Developer), including any conditions, requirements, policies or programs imposed in this Agreement including, without limitation, any claim that any conditions, requirements, policies or programs may constitute an abuse of police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation or impose an unlawful tax or fee.

42. 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.

43. TIME. Time is of the essence of this Agreement and of each and every term and condition hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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. _____, adopted by the City Council of the City of Inglewood on the ____ day of _____, _____, and Developer has caused this Agreement to be executed.

" CITY "

" DEVELOPER "

CITY OF INGLEWOOD,
a municipal corporation

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____
James T. Butts, Jr.
Mayor

By: _____
Name:
Title:

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By: _____
Royce K. Jones

DEVELOPMENT AGREEMENT

EXHIBIT LIST

- Exhibit A - Depiction of Property
- Exhibit A-1 - City Parcels
- Exhibit A-2 - Potential Participating Parcels
- Exhibit B - List of Project Approvals
- Exhibit C - Public Benefits
- Exhibit D - Applicable Exactions
- Exhibit E - Intentionally Omitted
- Exhibit F - Conditions of Approval for Access and Maintenance of Plaza
- Exhibit G - Form of Assignment and Assumption Agreement
- Exhibit H-1 - Greenhouse Gas Emissions Condition of Approval
- Exhibit H-2 - Air Pollutant Emissions Reduction Condition of Approval
- Exhibit H-3 - TDM Program Condition of Approval

EXHIBIT A

Depiction of Property

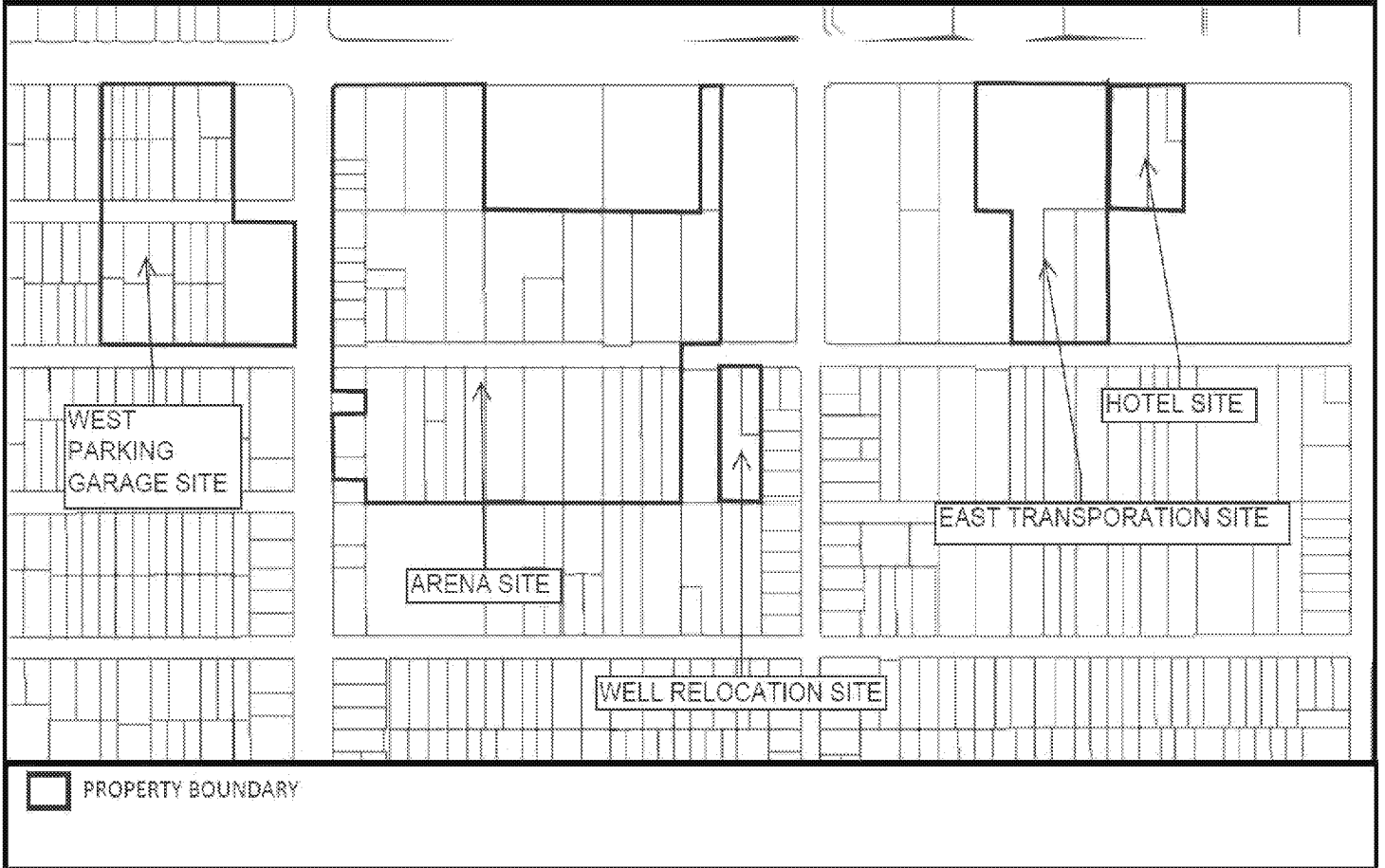


EXHIBIT A-1

City Parcels

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST ONE HALF OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 139.53 FEET THEREOF.

APN: 4034-004-911

PARCEL 2:

THE NORTH 139.53 FEET OF THE WEST HALF OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-004-909

PARCEL 3:

THE WESTERLY 42.25 FEET OF LOT 562 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 139 FEET THEREOF.

APN: 4034-004-902

PARCEL 4:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 564; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN SAID WESTERLY LINE THAT IS DISTANT NORTHERLY THEREON 163.04 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 31.56 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF SAID LOT 141.03 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE 31.56 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-907

PARCEL 5:

LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 564; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 163.04 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID 31.56 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 31.56 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-900

PARCEL 6:

ALL THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 564, RUNNING THENCE IN A SOUTHERLY DIRECTION A DISTANCE OF 139.535 FEET ALONG THE EASTERLY LINE OF SAID LOT 564; THENCE WESTERLY A DISTANCE OF 31.5625 FEET PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 564; THENCE NORTHERLY A DISTANCE OF 139.535 FEET PARALLEL WITH THE EASTERLY LINE OF SAID LOT 564; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 564 A DISTANCE OF 31.5625 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-910

PARCEL 7:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY OF SAID LOT 564 OF TRACT NO. 211, SAID POINT BEING 31.56 ¼ FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 564; RUNNING THENCE IN A NORTHERLY DIRECTION, A DISTANCE OF 164.535 FEET PARALLEL WITH THE EASTERLY LINE OF SAID LOT 564; THENCE WESTERLY A DISTANCE OF 31.56 ¼ FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE EAST HALF OF SAID LOT 564, A DISTANCE OF 164.535 FEET TO A POINT IN THE SOUTHERN BOUNDARY OF LOT 564; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF LOT 564, A DISTANCE OF 31.56 ¼ FEET TO THE POINT OF BEGINNING.

APN: 4034-004-903

PARCEL 8:

LOT 562, TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 139 FEET OF SAID LOT. ALSO EXCEPT THEREFROM THE WESTERLY 42.25 FEET OF SAID LOT. ALSO EXCEPT THEREFROM THE EASTERLY 42 FEET OF SAID LOT.

APN: 4034-004-904

PARCEL 9:

ALL THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 564, RUNNING THENCE IN A NORTHERLY DIRECTION A DISTANCE OF 164.535 FEET ALONG THE EASTERLY LINE OF SAID LOT 564; THENCE WEST A DISTANCE OF 31.564 FEET PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 564; THENCE SOUTHERLY A DISTANCE OF 164.535 FEET TO A POINT IN THE SOUTH BOUNDARY OF SAID LOT 564; THENCE

EASTERLY ALONG THE SOUTHERLY BOUNDARY OF LOT 564, A DISTANCE OF 31.564 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-901

PARCEL 10A:

THE EAST 31.56 FEET OF THE NORTH 139.57 FEET OF THE SOUTH 164.57 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10B:

THE WEST 31.56 FEET OF THE EAST 63.12 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 139.5 FEET THEREOF.

PARCEL 10C:

THE EAST 63.125 FEET OF THE NORTH 139.5 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 17 FEET THEREOF.

APN: 4034-004-913

PARCEL 11:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY OF SAID LOT, DISTANT 31.56 ¼ FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 139.535 FEET TO THE NORTH LINE OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5284, PAGE 134 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST 31.56 ¼ FEET TO THE EAST LINE OF

THE WEST HALF OF SAID LOT; THENCE NORTHERLY ALONG SAID EAST LINE 139.535 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 31.56 ¼ FEET TO THE POINT OF BEGINNING.

APN: 4034-004-905

PARCEL 12:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 564, DISTANT EASTERLY THEREON 31.56 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 31.61 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE WESTERLY HALF OF SAID LOT 564; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 31.61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 4034-004-906

PARCEL 13:

THE WESTERLY 84 FEET OF THE NORTHERLY 139 FEET OF LOT 562 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-004-912

PARCEL 14:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 564 THAT IS DISTANT EASTERLY

THEREON, 31.56 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN A LINE DRAWN PARALLEL WITH AND DISTANT NORTHERLY AT RIGHT ANGLES, 163.04 FEET FROM THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID PARALLEL LINE SO DRAWN, 31.61 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE WEST ONE-HALF OF SAID LOT 564; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 31.61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 4034-004-908

PARCEL 15:

THE NORTHERLY 33 1/3 FEET OF THE SOUTHERLY 116.67 FEET OF LOT 1 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-906

PARCEL 16:

THE EAST 96 FEET OF THE SOUTH 158 FEET OF LOT 19, LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 FEET OR MORE BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND AS RESERVED IN A DEED RECORDED OCTOBER 25, 1973 AS INSTRUMENT NO. 1764 OF OFFICIAL RECORDS.

APN: 4032-001-902

PARCEL 17:

LOT 3 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-913

PARCEL 18:

LOT 4 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-912

PARCEL 19:

THE NORTH 41.5 FEET OF THE SOUTH 186.08 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-907

PARCEL 20:

PARCEL A OF PARCEL MAP NO. 4672, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-909

PARCEL 21:

LOT 21 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE SOUTHERLY 600 FEET AS CONDEMNED FOR RIGHT-OF-WAY EASEMENTS AND PUBLIC STREET PURPOSES IN SUPERIOR COURT CASE NO. 506 432, RECORDED OCTOBER 23, 1985 AS INSTRUMENT NO. 85-1252150 OF OFFICIAL RECORDS.

APN: 4032-001-911

PARCEL 22:

THE NORTH 83 FEET OF THE NORTH 118 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-910

PARCEL 23:

THE SOUTH 35 FEET OF THE NORTH 118 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-908

PARCEL 24:

PARCEL B OF PARCEL MAP NO. 4672, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-905

PARCEL 25:

THE NORTH 40 FEET OF THE SOUTH 144.58 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-904

PARCEL 26A:

LOT 22 AND THE NORTH 125 FEET OF LOT 23 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-903

PARCEL 27:

LOT 31 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES OR OTHER USE OR RIGHTS IN AND TO ANY PORTION OF THE SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION, IN DEED RECORDED JUNE 23, 1975 AS INSTRUMENT NO. 3074 OF OFFICIAL RECORDS.

APN: 4032-007-905

PARCEL 28:

THE WEST 50 FEET OF LOT 32 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-902

PARCEL 29:

THE EAST 50 FEET OF THE NORTH 150 FEET OF LOT 35 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF

CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-904

PARCEL 30A:

THE EAST HALF OF LOT 33 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-903

PARCEL 31A:

THE WEST HALF OF LOT 33 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-901

PARCEL 32:

LOT 35 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE EASTERLY 50 FEET OF THE NORTHERLY 150 FEET OF SAID LOT. ALSO EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS OR OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER THE HEREIN DESCRIBED LAND, AS RESERVED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED IN BOOK 16106, PAGE 178 OF OFFICIAL RECORDS.

APN: 4032-007-900

PARCEL 33:

THE NORTH 50 FEET OF THE SOUTH 100 FEET OF LOT 25 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF

CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-903

[PARCEL 34: INTENTIONALLY DELETED]

PARCEL 35:

THE WEST 50 FEET OF LOT 27 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-908

PARCEL 36:

LOT 30 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-902

PARCEL 37:

THE EAST 50 FEET OF THE NORTH 120 FEET OF LOT 27 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-904

PARCEL 38:

LOT 26 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-907

PARCEL 39:

LOT 29 OF THE LOCKHAVEN TRACT, SHEET NO. 1, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, GAS, HYDROCARBONS, MINERALS AND FISSIONABLE SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID REAL PROPERTY TO EXTRACT SAID SUBSTANCES, AS RESERVED IN DOCUMENT RECORDED MARCH 31, 1976 AS INSTRUMENT NO. 2547 OF OFFICIAL RECORDS.

APN: 4032-008-900

PARCEL 40:

THE EAST 50 FEET OF LOT 28 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-905

PARCEL 41:

LOT 28 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE EASTERLY 50 FEET THEREOF. ALSO EXCEPT ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES OR OTHER USE OR RIGHTS IN AND TO ANY PORTION OF THE SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION, IN DEED RECORDED AUGUST 01, 1975 AS INSTRUMENT NO. 4617 OF OFFICIAL RECORDS.

APN: 4032-008-901

PARCEL 42:

THE EAST 23.125 FEET OF THE SOUTH 139.07 FEET OF LOT 558, AND THE WEST 21 FEET OF THE SOUTH 139.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-906

PARCEL 43:

THE WEST ONE-HALF OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 165 FEET THEREOF. ALSO EXCEPT THEREFROM THE WESTERLY 21 FEET THEREOF.

APN: 4034-005-908

PARCEL 44:

THE EASTERLY 21 FEET OF THE NORTHERLY 165 FEET OF LOT 558, AND THE WESTERLY 21 FEET OF THE NORTHERLY 165 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 25 FEET THEREOF.

APN: 4034-005-912

PARCEL 45:

THE NORTH 150 FEET OF THE WEST HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-910

PARCEL 46:

THE WEST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 150 FEET THEREOF.

APN: 4034-005-902

PARCEL 47:

THE WEST 42.125 FEET OF THE EAST 63.125 FEET OF THE NORTH 165 FEET OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 25 FEET THEREOF.

APN: 4034-005-911

PARCEL 48:

THE EAST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE SOUTHERLY 139.50 FEET THEREOF.

APN: 4034-005-909

PARCEL 49:

THE WEST 40 FEET OF THE EAST 83.125 FEET OF THE SOUTH 139.07 FEET OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-907

PARCEL 50:

THE NORTH 165 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN

BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE EASTERLY ONE-HALF THEREOF AND THE WESTERLY 21 FEET THEREOF.

APN: 4034-005-905

PARCEL 51:

THE WEST ONE-HALF OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY 144 FEET THEREOF.

APN: 4034-005-904

PARCEL 52:

THE SOUTH 139.50 FEET OF THE EAST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-903

PARCEL 53:

THE NORTH 144 FEET OF THE WEST HALF OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-901

PARCEL 54A:

THE EAST 63.125 FEET OF THE SOUTH 279.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 54B:

LOT 560 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-900

PARCEL 55:

LOT 15 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-002-917

PARCEL 56:

THE WEST 73 FEET OF LOT 17 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, NAPHTHA, GAS, PETROLEUM, AND OTHER MINERAL AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED, DEPOSITED IN, LYING UNDER, OR FLOWING THROUGH, OR THAT MAY BE PRODUCED FROM SAID LAND, TOGETHER WITH ALL RIGHTS TO EXPLORE FOR AND REMOVE THE SAME AND THE EXCLUSIVE RIGHT TO MAINTAIN SHAFTS, PIPES AND OTHER MEANS OF CONNECTION TO EXPLORE FOR AND REMOVE LIKE SUBSTANCES IN OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, PLUS THE EXCLUSIVE RIGHT TO REMOVE LIKE SUBSTANCES IN ANY MANNER FROM OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, INCLUDING BUT NOT BY WAY OF LIMITATION, THE SOLE AND EXCLUSIVE RIGHT TO SLANT DRILL WELLS, THE SURFACE OR MARBLEHEAD LOCATIONS OF WHICH ARE ON OTHER LANDS, IN AND THROUGH THE SUBSURFACE OF THE SAID LAND FOR THE PRODUCTION OF ANY OR ALL WATER, OIL, NAPHTHA, GAS, PETROLEUM AND OTHER MINERALS AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED FROM SAID LAND AND ANY OTHER PROPERTY, WHETHER ONE PRODUCING INTERVAL OF ANY SUCH WELL IS WITHIN OR OUTSIDE OF THE SUBSURFACE OF SAID LAND, AS RESERVED BY A. J. HEATHERINGTON, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED NOVEMBER 12, 1968 AS INSTRUMENT NO. 3048, IN BOOK D-4191, PAGE 694 OF OFFICIAL RECORDS.

APN: 4032-002-915

PARCEL 57:

LOT 18 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID LANDS BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DOCUMENT RECORDED APRIL 21, 1992 AS INSTRUMENT NO. 92-699236 OF OFFICIAL RECORDS.

APN: 4032-002-916

PARCEL 58:

LOT 16 AND THE EAST 27 FEET OF LOT 17 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DEED RECORDED MAY 16, 1991 AS INSTRUMENT NO. 91-715443 OF OFFICIAL RECORDS.

APN: 4032-002-914

PARCEL 59:

LOT 28 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY DESCRIBED HEREIN, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, BY FINAL CONDEMNATION, CASE NO. BC 002 446, RECORDED SEPTEMBER 27, 1993 AS INSTRUMENT NO. 93-1880751 OF OFFICIAL RECORDS.

APN: 4032-003-915

PARCEL 60A:

LOTS 5, 6 AND 29 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 60B:

LOTS 7 AND 8 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 60C:

LOT 9 AND THE WESTERLY 22 FEET OF LOT 10 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-003-914

PARCEL 61:

LOT 27 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-003-912

PARCEL 62:

THE SOUTH 104.58 FEET OF LOT 24 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY FREDERICK W. STOOPS AND GERTRUDE M. STOOPS IN DEED RECORDED MARCH 30, 1984 AS INSTRUMENT NO. 84-386190 OF OFFICIAL RECORDS.

APN: 4032-001-900; 4032-001-901

PARCEL []:

THE EAST HALF, FRONT AND REAR, OF LOT 10 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-002-913

PARCEL []:

THE EAST 50 FEET OF LOT 10 AND THE SOUTHERLY 152.04 FEET OF LOT 11, BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE SOUTHERLY 152.04 FEET OF LOT 11 BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS OF SAID COUNTY. ALSO EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON, SUBSTANCES AND MINERALS OF EVERY KIND AS RESERVED IN DEED RECORDED FEBRUARY 28, 1985 AS INSTRUMENT NO. 85-229983, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-913

PARCEL []:

THE NORTH HALF OF LOT 11 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PE MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE NORTHERLY 152.04 FEET OF SAID LAND BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS. ALSO EXCEPT THEREFROM ALL OIL GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AS RESERVED IN DEED RECORDED FEBRUARY 28, 1985, AS INSTRUMENT NO. 85-229983, OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-914

EXHIBIT A-2

Potential Participating Parcels

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF THE LOCKHAVEN TRACT IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE SOUTHERLY 116.67 FEET THEREOF.

APN: 4032-001-039

PARCEL 2:

LOT 2 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT ANY RIGHT OF SURFACE ENTRY, AS RESERVED BY ROBERT KING SMIGEL AND SUZAN K. SMIGEL, HUSBAND AND WIFE, AS TO AN UNDIVIDED FOUR-FIFTHS INTEREST; ALVIN WEINSTEIN, AN UNMARRIED MAN, AS TO AN UNDIVIDED ONE-FIFTH INTEREST, BY DEED RECORDED MARCH 5, 1974 AS INSTRUMENT NO. 901 IN BOOK D6190, PAGE 241 OF OFFICIAL RECORDS.

APN: 4032-001-049

PARCEL 3:

THE NORTH 33 1/3 FEET OF THE SOUTH 83 1/3 FEET OF LOT 1 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-005

PARCEL 4:

THE SOUTH FIFTY (50) FEET OF LOT 1 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-006

PARCEL 5:

THE SOUTH 46 FEET OF THE NORTH 171 FEET OF LOT 23 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER MAP RECORDED IN BOOK 17 PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-033

PARCEL 6:

PARCEL 1 OF PARCEL MA NO. 21391, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 226 PAGE(S) 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-048

PARCEL 7:

THE NORTH 54.04 FEET OF LOT 25 OF TRACT LOCKHAVEN, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE(S) 87, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-001

PARCEL 8:

PARCEL A:

THE NORTH 50 FEET OF THE SOUTH 200 FEET OF LOT 25 OF LOCKHAVEN TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THE NORTH 50 FEET OF THE SOUTH 150 FEET OF LOT 25 OF LOCKHAVEN TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN(s): 4032-008-035

PARCEL 9:

THE SOUTHERLY 184.09 FEET OF THE EAST ONE HALF OF LOT 27 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-034

PARCEL 10:

THE EAST 50 FEET OF LOT 32, LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE L.A. COUNTY RECORDER.

APN(s): 4032-007-035

EXHIBIT B

List of Project Approvals

- A. Resolution No. _____, certifying the FEIR;
- B. Resolution No. _____, adopting findings and a statement of overriding considerations for significant and unavoidable impacts of the Project;
- C. Resolution No. _____, amending the General Plan's Land Use, Circulation (Transportation) and Safety Elements;
- D. Resolution No. _____, amending the Inglewood International Business Park Specific Plan (IIBPSP) to exclude the Property from IIBPSP requirements if developed in connection with the Project;
- E. Ordinance No. _____, establishing the Sports and Entertainment Overlay Zone over a portion of the Property;
- F. Ordinance No. _____, revising the zoning classification of a portion of the Property;
- F. Resolution No. _____, establishing the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan;
- G. Ordinance No. _____, adopting certain waivers and amendments to the Inglewood Municipal Code;
- H. Ordinance No. _____, approving the Development Agreement between the City of Inglewood and Murphy's Bowl LLC; and
- I. This Development Agreement.

EXHIBIT C

Public Benefits

Subject to the terms of the Agreement, the development of the Project will provide the City, its residents, and the surrounding region with the Public Benefits listed in Section 1 through Section 22 below. These Public Benefits are public benefits in excess of those otherwise having a nexus to the Project and beyond what could be expected from the Project in absence of the Agreement. Capitalized terms used in this Exhibit C and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

Creation of Local Jobs & Workforce Equity

1. **Minority/Disadvantaged Business Enterprises Participation Goals.** In the development of the Project, Developer shall require that all construction contractors have a goal to achieve participation by minority/disadvantaged business enterprises (the "MBE/DBEs") of at least 30% of the total value of funds awarded for contracts and subcontracts related to construction activities during the Project, with a goal of at least 50% of that 30% goal being awarded to local qualified businesses located in Inglewood, as more fully set forth in the DDA.

2. **Local Employment Opportunities.** Events at the Arena will result in additional employment opportunities for Inglewood residents and businesses. Developer, as the owner of the Arena, shall engage in the following steps with the goal of hiring qualified Inglewood residents for no less than 35% of the employment positions needed in connection with event operations at the Arena, including employment positions with Developer's contractors, subcontractors, and vendors providing services in connection with events held inside the Arena, such as food and beverage service, hospitality, and event security ("Event Operations Providers"): (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 3 weeks (unless the job is filled sooner), and (ii) utilization of the resources and networks of the WOCP (as defined in Section 4 of this Exhibit) to identify and solicit qualified Inglewood residents. The obligations of Developer and its Event Operations Providers 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 South Bay Workforce Investment Board, to identify and solicit qualified Inglewood residents; and (iii) funding (by Developer only) and participation in job fairs as provided in Section 3 of this Exhibit. This paragraph does not apply to Developer's contractors, subcontractors, and vendors providing services other than in connection with events held inside the Arena.

3. **Job Fairs.** Developer shall contribute a maximum of \$150,000 over the lifetime of the Project in order to fund at least 4 job fairs and related advertising and promotion for those job fairs. At least one job fair shall take place 3 months prior to the commencement of construction of the Project, with the second job fair to take place no later than six months prior to the first ticketed event held after the opening of the Arena. All job fairs shall be open to the general public and include information about available employment opportunities, as well as opportunities to submit resumes and applications. Developer shall publish notice of each jobs

fair once each week in a newspaper of general circulation in Inglewood for 3 weeks prior to that job fair.

4. Workforce Outreach Coordination Program. In consultation with the City, Developer shall fund a Workforce Outreach Coordination Program (the "WOCP") in the aggregate amount of \$600,000, over a period of 4 years, starting from the Effective Date. Funding for the WOCP shall include the costs of outreach and marketing, and the retention of a qualified Workforce Outreach Coordinator. Developer shall hire a local qualified Workforce Outreach Coordinator for the construction period, and shall designate a Workforce Outreach Coordinator on the Arena operations staff following completion of construction, whose job responsibilities shall include marshaling and coordinating workforce outreach, and training and placement programs for the following types of positions: (i) construction jobs, including pre-apprentice programs; (ii) employees working for Event Operations Providers; and (iii) employees working for Developer-owned and other retail operations at or around the Arena. The Workforce Outreach Coordinator shall also marshal and coordinate workforce outreach and training and placement programs by engaging in the following community outreach activities: (i) advertising available workforce programs; (ii) establishing a community resources list that includes the Inglewood Chamber of Commerce, 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 this Exhibit C. The overall objectives and goals of the WOCP shall include: (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 contractors to estimate the number of employment opportunities and required skills; and (v) monitoring efforts by contractors as required in this Section 4. In furtherance of these objectives, the Workforce Outreach Coordinator shall also coordinate with existing organizations, which offer employment and training programs for Inglewood residents, such as the South Bay Workforce Investment Board and other similar organizations so that the expertise of that organization is matched with the particular Project need, it being recognized that the needs of the Project and the available organizations will change over time.

5. Job Training for Inglewood Residents. Developer shall contribute \$250,000, over a period of 5 years commencing on the Effective Date, to fund programs, managed by the South Bay Workforce Investment Board or similar organization(s) selected by Developer, that will provide job skills to Inglewood residents entering the job market.

6. Construction Opportunities for the Formerly Incarcerated. Developer shall contribute a total of \$150,000, over a period of 3 years commencing on the Effective Date, to fund job placement programs for formerly incarcerated individuals in the building and construction trades. Funds shall be contributed to one or more community based nonprofit organizations ("CBOs"), shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

7. Project Labor Agreement for Project Construction. A large labor pool will be required to execute the work involved in the development of the Project. Towards that end,

Developer's general contractor for the Project has entered into a Project Labor Agreement (“PLA”) with the Los Angeles/Orange County Building and Construction Trades, on behalf of its affiliate local unions and district councils. The PLA is intended to ensure that a sufficient supply of skilled craft workers are available to work throughout the Project, and that such work will proceed in a safe and efficient manner with due consideration for the protection of labor standards, wages, and working conditions.

8. Leased Space to Inglewood Restaurant. Developer shall make good faith efforts to lease at least one restaurant space in the Project to a qualified Inglewood business for at least one year on market terms. If the restaurant space has not been leased to a qualified Inglewood business within one year of its availability, after good faith efforts to do so, the restaurant space shall be made available for lease to the general market.

Commitments to Affordable Housing & Renter Support

9. Funding for Affordable Housing. Developer shall contribute, over the period from the Effective Date to the date 10 years following the issuance of the Certificate of Occupancy for the Arena, up to \$75,000,000 to a fund or program, managed by a Community Development Financial Institution or a similar organization selected by Developer (a “CDFI”), to provide low-interest loans for the acquisition, preservation, and development of affordable and mixed-income housing in the City, and/or to acquire land for the future development of affordable and mixed-income housing. The term “affordable housing” shall mean housing deemed affordable to persons or families whose household incomes are either at or below the median household income for Los Angeles County. The CDFI shall establish guidelines for the administration of the fund or program, subject to the approval of the Developer. Developer's obligations with respect to this paragraph shall be satisfied by contributing each year amounts required for affordable housing projects meeting the guidelines and project criteria established for the program, up to a maximum of \$45,000,000 in any particular year and to a maximum of \$75,000,000 in total. Amounts received from loan repayments may, at the option of Developer, be reinvested in the program or returned to Developer.

10. First-Time Homeowners Assistance. Developer shall contribute a total of \$2,500,000, over a period of 5 years commencing one year prior to the estimated issuance of the Certificate of Occupancy for the Arena, towards one or more first-time homebuyer programs (which may include down-payment assistance, homebuyer education, and credit coaching) for Inglewood residents with household incomes at or below the median income for Los Angeles County. Down-payment assistance may be structured as a recoverable grant to be repaid and recycled when a property is resold. Funds shall be contributed to one or more CBOs, government agencies, or similar organizations, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

11. Emergency Support to Inglewood Renters and Anti-Eviction Services. Developer shall contribute a total of \$3,000,000, over a period of 5 years commencing with the issuance of the Certificate of Occupancy for the Arena, for purposes of preventing homelessness and providing legal support for families facing evictions in Inglewood. Funds shall be contributed to one or more non-profits, government agencies, or similar organizations, shall be

restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

12. Capacity Building for Housing-Focused Non-Profits. Developer shall contribute \$250,000 in grants to help local and regional community development corporations, community development financial institutions, land banks, and other non-profits focused on housing to expand their respective operations and services for development of affordable housing in the City (e.g. hire new staff, expand office space, etc.). Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

Rehabilitation of Morningside Park Library & Creation of Community Center

13. Rehabilitation of Library and Creation of Community Center. Developer shall contribute to the City a total of \$6,000,000 to rehabilitate the City's Public Library as a library and community center, where members of the community can gather for group activities, social support, public information, and other purposes. Such funds shall be contributed within 60 days following the later of (i) issuance of the Certificate of Occupancy for the Arena, (ii) City approval of a plan for such rehabilitation, or (iii) demonstration by the City, to the reasonable satisfaction of Developer, that other funds are available to complete the rehabilitation. If the foregoing conditions have not been met after 3 years following the issuance of the Certificate of Occupancy for the Arena, the City may propose an alternative project for receipt and expenditure of such funding, subject to Developer's reasonable approval, to further similar purposes.

Support for Inglewood Youth and Education

14. After School Tutoring for Inglewood Students. Developer shall contribute a total of \$4,000,000, over a period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for after school tutoring programs for Inglewood students. Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

15. Youth Innovation and Design Camps. Developer shall contribute a minimum of \$500,000, over the period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for purposes of developing and operating coding, science, technology, and engineering camps and programs for Inglewood students. Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

16. Keeping Inglewood Students in School. Developer shall contribute a minimum of \$2,750,000, over the period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for purposes of discouraging Inglewood high school students from dropping out of school. Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

17. Opening Pathways to College for Inglewood Students. Developer shall contribute up to \$1,000,000, over a period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for purposes of expanding counseling services and support for students seeking a post-secondary education. Funds shall be contributed to one or more CBOs shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

18. College Scholarships for Inglewood Students. Developer shall contribute a minimum of \$4,500,000, over the period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, for purposes of providing scholarships to eligible low-income students in the Inglewood United School District that are accepted to either a 2-year or 4-year colleges. Funds shall be contributed to one or more CBOs or similar organizations, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

Support for Inglewood Seniors

19. Resources for Inglewood Seniors. Developer shall contribute a total of at least \$500,000, over a period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, to fund social and educational programs at the Inglewood Senior Center. Funds shall be contributed to one or more CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

Improving Inglewood Parks

20. Renovating Public Basketball Courts. Developer shall contribute \$300,000, over a period from the Effective Date to the date 5 years following the issuance of the Certificate of Occupancy for the Arena, to renovate public basketball courts in Inglewood. Funds shall be contributed to one or more government agencies or CBOs, shall be restricted to the purposes set forth in this paragraph, and shall be subject to administrative and program guidelines approved by Developer.

Community Engagement & Collaboration

21. Use of Arena for Charitable Causes. Upon the City's issuance of the Certificate of Occupancy for the Arena, Developer shall provide City, local schools, youth athletic programs, or a local community-based charitable organization designated by the City (each a "Community Group") use of the Arena for up to 10 days per calendar year (each a "Community Event"), on days that the Arena or surrounding facilities are available. Any use of the Arena that is not a major sporting event typically held in an arena or stadium shall be subject Developer's approval. Community Events shall not exceed a one-day period unless otherwise approved in writing by Developer, which shall not 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 Arena as determined by Developer in its sole discretion. There shall be no more than 2 Community Events in each calendar month. The purpose of this provision is to allow the community reasonable access to the Arena and

surrounding facilities. Developer shall provide such use of the Arena and surrounding facilities at no cost to the Community Group; *provided, however*, that each such Community Group shall procure event insurance, indemnify Developer for liability arising out of the Community Group's use of the Arena and bear the actual out-of-pocket expenses as reasonably required and incurred by Developer in connection with the usage of the Arena or surrounding facilities, 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"). The Community Group shall not charge an admittance fee or set ticket prices or secure sponsorship or grants in excess of the good faith estimated amounts necessary for the Community Group to recoup the Event Expenses; *provided, however*, that notwithstanding the foregoing, a Community Group will not be in violation of this section if actual ticket sales exceed the estimated amount of ticket sales. The Community Group and Developer shall enter into a rental agreement that shall govern the Community Event. Developer shall provide an estimate of the expected Event Expenses for the Community Group's review and approval prior to entering into any rental agreement. Developer shall also consult with the City regularly regarding any changes to such estimate. The rental agreement shall contain the Developer's then-current standard terms and conditions that the Arena requires of all users, including but not limited to the material terms that are listed on Exhibit C-1. The obligation of Developer under this paragraph shall not apply during any times a Permitted Delay is in effect, during any times that the Arena is closed for material renovations or repairs, or if, subject to the provisions of the Public Use Restriction, the Arena is no longer being operated as contemplated in this Agreement.

22. Access to NBA Games for Community Groups. Following the City's issuance of the Certificate of Occupancy for the Arena, Developer shall dedicate an average of 100 general admission tickets to every Los Angeles Clippers basketball home game at the Arena during the regular season for use by a Community Group at no charge.

EXHIBIT C-1

FORM OF COMMUNITY EVENT RENTAL AGREEMENT

TICKETING: Developer or Developer's ticketing agent will make all ticket sales for a Community Event, and such ticket sales will be subject to facility fee and convenience charges.

RENT: Developer will not charge Community Group any fee for the use of the Arena or surrounding facilities (collectively, the "Arena") for any Community Event.

EXPENSES AND SETTLEMENT:

- Developer and Community Group shall agree in advance and in writing as to the requirements and the budget for any Community Event (the "Budget"). Community Group will be responsible for reimbursing Developer for all expenses and costs incurred in connection with the Community Event for such personnel, services, equipment, and/or materials that Developer deems to be reasonably required based on the Community Event requirements described in the Budget (the "Community Event Expenses"). Community Event Expenses for labor will be subject to any applicable union minimum requirements and will include full reimbursement for Developer's wage, fringe benefit, payroll tax, and other labor-related expenses associated with the Community Event (and Community Event Expenses for goods or services rented or purchased from a third party will be at the actual costs incurred by Developer). Community Event Expenses will be paid by Community Group to Developer at the conclusion of each Community Event, unless Developer requests Community Group to pay reasonably estimated Community Event Expenses prior to the Community Event.
- During the end of any Community Event or at another mutually agreed time, the parties will conduct a financial accounting and settlement of the Community Event Expenses where the amounts owed to each party in respect of the Community Event will be reconciled and paid, if applicable.

INDEMNITY: The rental agreement will include indemnification provisions consistent with the following:

- Community Group will indemnify, defend, and hold harmless Developer, and their owners and partners and all of their respective parent and affiliated entities, whether direct or indirect, and all directors, officers, employees, agents, licensees, contractors, and successors and assigns of any of the foregoing (collectively, the "Affiliates"), as well as any parties appearing in the Community Event (collectively the "Indemnified Parties"), from and against any and all claims, liabilities, losses, damages, judgments, settlement expenses, costs and expenses whatsoever, including court costs, attorneys' fees and related disbursements, whether incurred by Developer in actions involving third parties or in actions against Community Group for claims (individually, a "Loss" and collectively, the "Losses") arising out of or in connection with: (i) the breach by Community Group of any of its agreements or covenants under the rental agreement; (ii) the truthfulness of its representations and warranties under the rental agreement; (iii) the conduct and

presentation of the Community Event; and (iv) the use of the Arena, or any part thereof, in connection with the conduct/presentation of the Community Event, or any preparation for or move-in or move-out of the Community Event, including areas utilized by guests attending the Community Event, escalators, elevators, stairs, seating areas, lavatories, restaurant and concession areas and all areas and facilities utilized for ingress and egress of guests. Without limiting the foregoing, Community Group will defend, indemnify, and hold harmless the Indemnified Parties for any damage to the Arena, whether caused by Community Event participants, production personnel, patrons or otherwise. All repairs to the damaged property of Developer will be made by firm(s) designated by Developer. The charges for such services will not exceed the charges generally prevailing for comparable services.

INSURANCE: Community Group will maintain at its expense insurance in connection with any Community Event acceptable to Developer (and consistent with Developer's requirements under its standard rental agreements for the Arena). As requested by Developer, Community Group will deliver to Developer certificates satisfactory to Developer evidencing such insurance and naming Developer and its Affiliates and such other parties reasonably requested by Developer as additional insureds.

OTHER: The parties will enter into a rental agreement for each Community Event consistent with these terms and conditions and including such other representations, warranties, covenants, terms and conditions contained in Developer's standard rental agreements for the Arena.

Moreover, the rental agreement shall contain Developer's then-current standard terms and conditions that the Arena offers to third party users; provided however, all such terms and conditions, including any indemnity or insurance obligations of the Community Group, shall be consistent with and subject to the principles of this Exhibit and California law.

EXHIBIT D

Applicable Exactions

1. Public Art For New Construction (Inglewood Municipal Code ("IMC") § 11-141), as set forth in Section 7.3.3 of this Agreement
2. Parking Tax (IMC § 9-19), as set forth in Section 7.2.2 of this Agreement
3. Admissions Tax (IMC § 9-6), as set forth in Section 7.2.1 of this Agreement
4. Gross Receipts Tax (IMC § 8-23)
5. Utility Users Tax (IMC § 9-69)
6. Nonresidential Construction Tax (IMC § 9-123)
7. Real Property Transfer Tax (IMC § 9-42), as set forth in Section 7.2.5 of this Agreement

EXHIBIT E

Intentionally Omitted

EXHIBIT F

Conditions of Approval for Access and Maintenance of Plaza

1. **Commitments for Plazas.** Developer shall record a covenant specifying the area of a publicly accessible plaza and that such area is for the use, enjoyment, and benefit of the public, which shall be operated in accordance with the conditions set forth herein for the life of the Arena. The building permit application for the Plaza shall show where the Plaza may be located. Subject to approval of a revised building permit application, the area and configuration of the Plaza may be modified from time to time consistent with the requirements of the SEC Design Guidelines. The Plaza 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), and a recreational basketball court. Designated portions of the Plaza may be used for outdoor restaurants or food and beverage areas in accordance with the Project Approvals.

2. **Maintenance Standard.** The Plaza shall be operated, managed, and maintained in a neat, clean, attractive and safe condition in accordance with the intended use thereof.

3. **Hours of Operation.** The Plaza shall be open and accessible to the public, at a minimum, between 9:00 a.m. and sunset, 7 days per week, except as provided herein or as approved in writing by the City. Developer, in its sole discretion, may close or restrict access to the Plaza as required to accommodate any Special Events (as defined below) or temporary closing in the event of an emergency or to undertake repairs or maintenance, as further described below. The Plaza may be open for employees, invitees, or guests at times when it is closed to the general public. No Person shall enter, remain, stay or loiter on the Plaza when it is closed to the public, except Persons authorized in conjunction with Special Events, or temporary closures as permitted or authorized service and maintenance personnel.

4. **No Discrimination.** Developer 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 Plaza.

5. **Temporary Closure and Special Events.**

(a) **Emergencies and Repairs.** Developer shall have the right, without obtaining the consent of the City or any other Person, to temporarily close the Plaza, or to limit access to specifically authorized 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), Developer may temporarily close the Plaza (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) Developer may temporarily close the Plaza (or applicable portion thereof) to repair or maintain the Plaza, as Developer may deem necessary or desirable, and during such times as may be necessary to perform such repairs or maintenance.

(b) Special Events. Developer shall have the right, without obtaining the consent of the City or any other Person, to temporarily close all or portions of the Plaza to the public for a period of up to 24 consecutive hours (or such longer period as may be required in order to comply with security standards and best practices, including without limitation those adopted by the NBA) in connection with ticketed events at the Arena or the use of the Plaza for private events, such as promotional events, private parties, weddings, celebrations, receptions, and assemblies (collectively, "Special Events"). The City acknowledges that before, during, and after Special Events, including all NBA games, access to the Plaza may be restricted to ticketed attendees of the event. Security screening for Special Events is planned to take place at the perimeter of the Plaza, or at other locations as Developer deems desirable, such that access to the Plaza may be limited to ticketed attendees of the event and personal property may be restricted in accordance with security standards and best practices, including without limitation those adopted by the NBA.

(c) Public Events. Developer may establish reasonable content-neutral rules and regulations for the use of the Plaza, including uses in connection with parades, gatherings, and assemblies that do not require the closure of the Plaza to the public (collectively, "Public Events").

6. Arrest or Removal of Persons. Developer 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 Plaza.

7. Removal of Obstructions. Developer 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 Plaza deemed to be an obstruction, interference, or restriction of use of the Plaza for the purposes set forth in this Exhibit, including, but not limited to, personal belongings or equipment abandoned on the Plaza during hours when public access is not allowed consistent with this Exhibit.

8. Project Security During Periods of Non-Access. Developer shall have the right to block off the Plaza 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 consistent with this Exhibit.

9. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be used on any portion of the Plaza at any time, either temporarily or permanently, unless such structure is approved by Developer, provided that

Developer may permit the use of temporary tents, booths, and the like in connection with Public Events or Special Events.

10. Signs. Developer shall post on-site Project signs at the major public entrances of the Plaza setting forth applicable regulations permitted by this Exhibit, hours of operation, and a telephone number to call regarding security, management, or other inquiries.

11. Limitation on Other Uses. The use of any portion of the Plaza by the public or any Person for any purpose or period of time shall not be construed, interpreted, or deemed to create any rights or interests to or in the Plaza. The ability of the public or any Person to use the Plaza or any portion thereof shall not be an implied dedication or create any third party rights or interests. The Developer expressly reserves the right to control the manner, extent and duration of any such use consistent with the terms hereof.

EXHIBIT G

Form of Assignment and Assumption Agreement

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

(Space Above for Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("Assignment") is made as of [____], by and between MURPHY'S BOWL LLC, a Delaware limited liability company ("Assignor"), and [____], a [____] ("Assignee"), with reference to the following facts:

A. Assignor owns certain real property and certain improvements located thereon, known as [____], located at [____] in the City of Inglewood, California (the "Property"), more particularly described in Exhibit G-1 attached hereto and incorporated herein by this reference.

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

C. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated [____] (the "Purchase Agreement") whereby a portion of the Property will be sold to Assignee (the "Assigned Property") as identified and described in Exhibit G-2 attached hereto and incorporated herein by this reference.

D. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume, all of Assignor's right, title, and interest as the Developer under the DA with respect to the Assigned Property subject to the terms and conditions of this Assignment.

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

1. Assignor assigns and transfers to Assignee, all of Assignor's right, title and interest accruing to the Developer under the DA as to the Assigned Property, subject to the terms, covenants and restrictions set forth in the DA.

2. Assignee shall assume all of the obligations under the DA as to the Assigned Property and observe and fully perform all of the duties and obligations of Assignor under the DA as to the Assigned Property, and to be subject to the terms and conditions thereof, it being the express intention of both Assignor and Assignee that, upon execution of this Assignment and conveyance of the Property to the Assignee, Assignee shall become substituted for Assignor as "Developer" and "Party" under the DA as to the Assigned Property and the Assignor shall be unconditionally and irrevocably released therefrom as to the Assigned Property from and after the date hereof consistent with the terms and conditions of this Assignment.

3. Assignor warrants and represents to Assignee that Assignor has full right and authority to make this Assignment and vest in Assignee the rights, interests, powers, and benefits hereby assigned.

4. Assignee warrants and represents to Assignor that Assignee has full right and authority to execute this Assignment.

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

6. This Assignment is not intended as a mortgage or security device of any kind.

7. Notwithstanding anything to the contrary contained herein, the assumption by Assignee of any obligations pursuant to this Assignment is not, and shall not be construed to be, for the benefit of Assignor, and under no circumstances shall Assignor or any affiliate of Assignor have any liability to Assignee with respect to such assumed obligations or otherwise.

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

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

10. Assignor and Assignee 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.

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

[SIGNATURE PAGES TO FOLLOW]

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

" ASSIGNOR "

MURPHY'S BOWL LLC,
a Delaware Limited liability company

By: _____
Name:
Title:

" ASSIGNEE "

[_____]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:
"CITY" [IF REQUIRED]

CITY OF INGLEWOOD,
a municipal corporation

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED:

By: _____
City Special Counsel

EXHIBIT G-1
TO
ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY

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

EXHIBIT G-2
TO
ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF THE ASSIGNED PROPERTY

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

EXHIBIT H-1

Greenhouse Gas Emissions Condition of Approval

In accordance with California Public Resources Code Section 21168.6.8(j), Mitigation Measures 3.7-1(a) and 3.7-1(b) as set forth in the MMRP, and in addition to otherwise being provided for in the Agreement, the Project shall comply with the following condition of approval:

Developer shall comply with Mitigation Measure 3.7-1(a), as set forth in the MMRP, including the preparation of a GHG Reduction Plan. The GHG Reduction Plan shall include implementation of all measures set forth under Section 2.A of Mitigation Measure 3.7-1(a), Project Design Features 3.2-1 and 3.2-2 as identified in the FEIR, and Mitigation Measures 3.2-2(b) and 3.14-2(b) as set forth in the MMRP.

The GHG Reduction Plan shall also include implementation, by the end of the first NBA regular season or June of the first NBA regular season, whichever is later, during which an NBA team has played at the Arena, of all Mitigation Measures set forth in the MMRP that are specific to the operation of the Arena, and of the following on-site measures:

- *Solar Photovoltaic System.* Installation of a 700-kilowatt (kW) solar photovoltaic system, generating approximately 1,085,000 kW-hours of energy annually.
- *IBEC Smart Parking System.* Installation of systems in the on-site parking structures serving the Project to reduce vehicle circulation and idle time within the structures by more efficiently directing vehicles to available parking spaces.
- *IBEC On-Site Electric Vehicle Charging Stations.* Installation of a minimum of 330 electric vehicle charging stations (EVCS) within the 3 on-site parking structures serving the Project for use by employees, visitors, event attendees, and the public.
- *IBEC Zero Waste Program.* Implementation of a waste and diversion program for operations of the Project, with the exception of the hotel, with a goal of reducing landfill waste to zero. Effectiveness of the program shall be monitored annually through the U.S. Environmental Protection Agency's WasteWise program or a similar reporting system.
- *Renewable Energy.* Reduction of GHG emissions associated with energy demand of the Project Arena that exceeds on-site energy generation capacity by using renewable energy consisting of purchase of electricity for onsite consumption through the Southern California Edison (SCE) Green Rate, SCE's Community Renewables Program, similar opportunities for renewable electricity that could emerge in the future and/or, if available after approval by applicable regulatory agencies, on-site use of renewable natural gas. Such renewable energy shall be used during Project operations for a period sufficient to achieve no less than 7,617 MT CO₂e.

The GHG Reduction Plan shall also include implementation, prior to issuance of grading permits, of the following off-site measures:

- *City Municipal Fleet Vehicles ZEV Replacement.* Entry into an agreement with the City to cover 100% of the cost of replacement of 10 municipal fleet vehicles that produced

GHG emissions with Zero-Emissions Vehicles (ZEVs) and related infrastructure (e.g., EVCS) for those vehicles.

- *ZEV Replacement of Transit Vehicles Operation Within the City.* Entry into an agreement with the City to cover 100% of the cost of replacement of 2 transit vehicles that operate within the City that produce GHG emissions with ZEVs and related infrastructure (e.g., EVCS) for those vehicles.
- *Local Electric Vehicle Charging Stations in the City.* Entry into agreements to install 20 EVCS at locations in the City available for public use for charging electric vehicles.
- *City Tree Planting Program.* Develop or enter into partnerships with existing organizations to develop a program to plant 1,000 trees within the City.
- *Local Residential EV Charging Units.* Implement a program to cover 100% of the cost of purchasing and installing 1,000 electric vehicle charging units for residential use in local communities near the Project site. Residents in the City and surrounding communities who purchase a new or used battery electric vehicle shall be eligible to participate in the program. City residents shall be given priority for participation in the program. Eligibility requirements and administration of the program shall ensure that only households that do not already own an electric vehicle participate in the program.

Developer shall submit documentation that the on- and off-site measures identified above have been implemented to the City, with copies provided to the California Air Resources Board.

Developer shall achieve any remaining GHG emissions reductions necessary, as estimated in the GHG Reduction Plan, through GHG reduction co-benefits of NO_x and PM_{2.5} emissions reductions measures required by Condition of Approval H-2, co-benefits of Project Design Features 3.2-1 and 3.2-2 and Mitigation Measures 3.2-2(b) and 3.14-2(b), and the purchase of carbon offset credits issued by an accredited carbon registry, such as the American Carbon Registry, Climate Action Reserve, or Verra. All carbon offset credits shall be permanent, additional, quantifiable, and enforceable. Contracts to purchase carbon offset credits for construction emissions shall be entered into prior to the issuance of grading permits, and contracts to purchase carbon offset credits for operational emissions shall be entered into prior to the issuance of the final certificate of occupancy for the Project. Copies of the contracts will promptly be provided to the California Air Resources Board, the Governor's Office, and the City.

Developer shall comply with Mitigation Measure 3.7-1(b), as set forth in the MMRP, including the preparation of an Annual GHG Verification Report, which may be submitted to the City concurrently with the annual review of compliance with the Development Agreement and/or with the submittal of the annual Transportation Demand Management Program monitoring report to the City Traffic Engineer. The annual Development Agreement review shall include a review of compliance with Public Resources Code Section 21168.6.8(a)(3)(B).

EXHIBIT H-2

Air Pollutant Emissions Reduction Condition of Approval

The Project shall comply with the following condition of approval, with respect to which City staff have consulted with the South Coast Air Quality Management District ("SCAQMD"):

Developer shall implement measures that will achieve criteria pollutant and toxic air contaminant reductions over and above any emission reductions required by other laws or regulations in communities surrounding the Project consistent with emission reduction measures that may be identified for those communities pursuant to Section 44391.2 of the Health and Safety Code.

These measures shall achieve reductions of a minimum of 400 tons of oxides of nitrogen ("NOx") and 10 tons of PM2.5, as defined in Section 39047.2 of the Health and Safety Code, over 10 years following the commencement of construction of the Project. Of these amounts, reductions of a minimum of 130 tons of NOx and 3 tons of PM2.5 shall be achieved within the first year following commencement of construction of the Project. The reductions required pursuant to this paragraph are in addition to any other requirements imposed by other laws.

If Developer can demonstrate and verify to SCAQMD that it has invested at least \$30,000,000 to achieve the requirements of this condition of approval, the requirements of this condition shall be deemed met, so long as one-half of the reductions set forth above (i.e., reductions of 200 tons of NOx and 5 tons of PM2.5 over ten years following the commencement of Project construction, of which reductions a minimum of 65 tons of NOx and 1.5 tons of PM2.5 shall be achieved within the first year following commencement of Project construction) are met.

Greenhouse gas emissions reductions achieved under this condition of approval shall count toward Developer's obligations set forth under Exhibit H-1, Greenhouse Gas Emissions Condition of Approval.

EXHIBIT H-3

TDM Program Conditions of Approval

Developer shall comply with Mitigation Measures 3.7.1(a) and 3.14-2(b), as set forth in the MMRP, providing for the preparation and implementation of a Transportation Demand Management Program (TDM Program) that would include strategies, incentives, and tools to provide opportunities for non-event employees and patrons as well as event attendees and employees to reduce single-occupancy vehicle trips and to use other modes of transportation besides automobile to travel to basketball games and other events hosted at the Project.

Mitigation Measures 3.7.1(a) and 3.14-2(b) require that the TDM Program include certain requirements identified in the Measures as TDM 1 through TDM 9 (the "TDM Program Elements"). For example, TDM 2 requires that the TDM Program provide for connectivity to the existing and future Metro Rail Stations and take advantage of the transportation resources in the area. Initially, this is contemplated to be achieved by implementation of a dedicated shuttle service the "IBEC Shuttle Service"), using an estimated 27 shuttles with a capacity of 45 persons per shuttle, from the Green Line at Hawthorne Station, Crenshaw/LAX Line at AMC/96th Station, and Crenshaw/ LAX Line at Downtown Inglewood station.

The Mitigation Measures also require the TDM Program to include an ongoing program to monitor each of the TDM Program Elements. The monitoring program shall collect data on the implementation of each specific TDM strategy, and shall assess the extent to which the TDM Program is meeting demand for alternative forms of transportation, and reducing vehicle trips and reliance on private automobiles. A monitoring report shall be prepared not less than once each year. The report shall evaluate the extent to which the TDM Program encourages employees to reduce single occupancy vehicle trips and to use other modes of transportation besides automobile to travel to basketball games and other events hosted at the Project. The monitoring report may be submitted to the City Traffic Engineer concurrently with the annual review of compliance with the Development Agreement and shall also be provided to the State of California Office of Planning and Research (through 2030).

In addition, in accordance with California Public Resources Code Section 21168.6.8(k), the TDM Program will meet certain minimum requirements (the "AB987 TDM Requirements"), generally described as follows:

- (i) upon full implementation, the TDM Program will achieve and maintain a 15% reduction in the number of vehicle trips, collectively, by attendees, employees, visitors, and customers as compared to operations absent the TDM Program;

- (ii) to accelerate and maximize vehicle trip reduction, each measure in the TDM Program shall be implemented as soon as feasible, so that no less than a 7.5% reduction in vehicle trips is achieved and maintained by the end of the first NBA season during which an NBA team has played at the Arena;

(iii) a 15% reduction in vehicle trips shall be achieved and maintained as soon as possible, but not later than January 1, 2030. The applicant shall verify achievement to the lead agency and the Office of Planning and Research; and

(iv) if the applicant fails to verify achievement of the reduction require by clause (iii), the TDM Program shall be revised to include additional feasible measures to reduce vehicle trips by 17%, or, if there is a rail transit line with a stop within 0.25 miles of the arena, 20%, by January 1, 2035.

The TDM Program is expected to be revised and refined as monitoring is performed, experience is gained, additional information is obtained regarding the Project transportation characteristics, and advances in technology or infrastructure become available. Changes to the TDM Program are subject to review and approval by the City Traffic Engineer to ensure that the TDM Program, as revised, is equally or more effective in addressing the TDM Program Elements.

With the annual monitoring report, or within 60 days following the submission of the monitoring report, either the Developer or the City Traffic Engineer may also, in consultation with the other, propose revisions or refinements to the TDM Program. Any such revisions or refinements to the TDM Program shall (i) take into account the monitoring results as well as advances in technology or infrastructure, including any expanded public transit capacity, that may become available, (ii) be equally or more effective in addressing the TDM Program Elements and the AB 987 TDM Requirements in a cost efficient manner. Revisions and refinements of the TDM Program proposed by the Developer shall be subject to the approval of the City Traffic Engineer consistent with the foregoing standards. Revisions and refinements of the TDM Program proposed by the City Traffic Engineer shall be subject to the approval of the Developer consistent with the same standards. Developer and City specifically acknowledge that in the future there may be an effort to expand public transit in the vicinity of the Project site, including increased connectivity between the Project and Metro Stations. Should that occur, the City and Developer specifically acknowledge that it may be appropriate, to the extent consistent with the standards for revision and refinement of the TDM Program set forth above, to shift TDM resources, such as resources that would otherwise be devoted to operation of the IBEC Shuttle Service, estimated in the amount of \$1.5 to \$2.5 million annually, to support operation of expanded public transit providing equally, or more effective connectivity between the Project and Metro Stations. At the request of the City, Developer agrees to negotiate in good faith with respect to the terms of a separate agreement that would shift TDM resources, to the extent consistent with the standards set forth above for revisions and refinements of the TDP Program, so as to provide a reliable source of funding for the operation of such expanded public transit capacity.