

Staff Report: Part 2 - IBEC DDA - City Final

Phoebe Allen

Tue 9/8/2020 10:46 AM

To: Michael H. Tate <mtate@cityofinglewood.org>;

Importance: High

 2 attachments

PH - IBEC DDA - City Final (2) 09.08.20.pdf; PH - IBEC DDA - City Final (3) 09.08.20.pdf;

Michael,

Due to the limited email size the first email wouldn't let me send these attachments. This is the remaining pages that are part of the DDA.

Thank you,

***Phoebe Allen**, Management Assistant: City of Inglewood*

Economic & Community Development Department

Planning Division: One W. Manchester Boulevard, 4th Floor, Inglewood, CA 90301

V (310) 412-5672 Email: psims@cityofinglewood.org

ATTACHMENT NO. 2-C

PEDESTRIAN BRIDGE AIRSPACE LEGAL DESCRIPTIONS

PEDESTRIAN BRIDGE AIRSPACE (SOUTH PRAIRIE AVENUE)

THAT PORTION OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

AN AERIAL EASEMENT FOR PEDESTRIAN BRIDGE PURPOSES 32.00 FEET IN WIDTH OVER AND ABOVE THAT PORTION OF WEST 101ST STREET AND SOUTH PRAIRIE AVENUE AS SHOWN ON TRACT MAP NO. 211, RECORDED IN BOOK 15, PAGES 50 TO 51 OF MAPS, INCLUSIVE, AND THE LOCKHAVEN TRACT RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAID WEST 101ST STREET AND SOUTH PRAIRIE AVENUE;

THENCE SOUTH 00°06'07" WEST ALONG THE CENTERLINE OF SAID SOUTH PRAIRIE AVENUE 10.82 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE CENTERLINE OF SAID 32 FEET WIDE EASEMENT;

THENCE NORTH 71°00'00" EAST ALONG SAID CENTERLINE 52.91 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PRAIRIE AVENUE, 100 FEET WIDE;

THENCE REVERSING COURSE SOUTH 71°00'00" WEST ALONG SAID CENTERLINE 105.82 FEET, MORE OR LESS, TO THE CORNER CUTBACK OF THE WESTERLY RIGHT OF WAY OF SAID SOUTH PRAIRIE AVENUE AND SOUTHERLY RIGHT OF WAY LINE OF WEST 101ST STREET.

THE SIDELINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE RIGHT OF WAY LINES OF SAID SOUTH PRAIRIE AVENUE AND WEST 101ST STREET.

THE BOTTOM PLANE OF THE VERTICAL SPACE CONTAINED WITHIN SAID EASEMENT SHALL BE AT ELEVATION 104.40 FEET;
AND THE TOP PLANE OF THE VERTICAL SPACE OF SAID EASEMENT SHALL BE AT ELEVATION 124.40 FEET.

THE BASIS OF ELEVATIONS CONTAINED HEREIN IS: COUNTY OF LOS ANGELES BENCH MARK NO. Y-6853, BEING A COUNTY SURVEYOR BENCH MARK MONUMENT IN WELL, 300MM WEST OF CURB FACE, 6.7M SOUTH OF BCR AT THE

SOUTHWEST CORNER OF CRENSHAW BOULEVARD AND MANCHESTER BOULEVARD, AND BEING 31.7M SOUTH AND 12.2M WEST OF THE CENTERLINE INTERSECTION AND MARKED "BM 27-66, 1953, RE 63", AND BEING WATTS QUAD ELEVATION = 216.591 FEET, NAVD88, QUAD YEAR 1995, 2000 ADJUSTMENT.

PEDESTRIAN BRIDGE AIRSPACE (WEST CENTURY BOULEVARD)

THAT PORTION OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

AN AERIAL EASEMENT FOR PEDESTRIAN BRIDGE PURPOSES 32.00 FEET IN WIDTH OVER AND ABOVE THAT PORTION OF WEST CENTURY BOULEVARD AS SHOWN ON THE LOCKHAVEN TRACT RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, THE WESTERLY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF WEST CENTURY BOULEVARD AND SOUTH PRAIRIE AVENUE;

THENCE SOUTH $89^{\circ}51'16''$ EAST ALONG THE CENTERLINE OF SAID WEST CENTURY BOULEVARD 274.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LINE OF SAID 32 FEET WIDE EASEMENT;

THENCE EXTENDING SAID WESTERLY LINE NORTHERLY AND SOUTHERLY AT RIGHT ANGLES TO SAID CENTERLINE OF WEST CENTURY BOULEVARD TO THE NORTHERLY AND SOUTHERLY RIGHT OF WAY LINES OF SAID WEST CENTURY BOULEVARD.

THE BOTTOM PLANE OF THE VERTICAL SPACE CONTAINED WITHIN SAID EASEMENT SHALL BE AT ELEVATION 106.50 FEET;
AND THE TOP PLANE OF THE VERTICAL SPACE OF SAID EASEMENT SHALL BE AT ELEVATION 126.50 FEET.

THE BASIS OF ELEVATIONS CONTAINED HEREIN IS: COUNTY OF LOS ANGELES BENCH MARK NO. Y-6853, BEING A COUNTY SURVEYOR BENCH MARK MONUMENT IN WELL, 300MM WEST OF CURB FACE, 6.7M SOUTH OF BCR AT THE SOUTHWEST CORNER OF CRENSHAW BOULEVARD AND MANCHESTER BOULEVARD, AND BEING 31.7M SOUTH AND 12.2M WEST OF THE CENTERLINE INTERSECTION AND MARKED "BM 27-66, 1953, RE 63", AND BEING WATTS QUAD ELEVATION = 216.591 FEET, NAVD88, QUAD YEAR 1995, 2000 ADJUSTMENT.

ATTACHMENT NO. 2-D

PRIVATE PARCELS LEGAL DESCRIPTION

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:

PARCEL A:

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.

PARCEL B:

AN EASEMENT FOR DRIVEWAY PURPOSES OVER THE EASTERLY 12 INCHES 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.

EXCEPT THE NORTH 171 FEET THEREOF.

APN: 4032-001-033

PARCEL 6:

PARCEL 1 OF PARCEL MAP 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 LOCKHAVEN TRACT, 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: 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: 4032-007-035

ATTACHMENT NO. 2-E

HOTEL SITE LEGAL DESCRIPTION

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

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 B:

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 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 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

PARCEL C:

LOT 9 AND THE WESTERLY 22 FEET OF LOT 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.

PORTION APN: 4032-003-914

ATTACHMENT NO. 3

PROJECT BUDGET

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER
 PROJECT BUDGET
 08/24/2020

A. FEASIBILITY, CONCEPTUAL DESIGN, & ENTITLEMENTS		
A.1	DUE DILIGENCE, FINANCIAL MODEL, CEQA STREAMLINING	\$ 9,725,000
A.2	MASTER PLANNING & CONCEPTUAL DESIGN	\$ 4,289,000
A.3	ENVIRONMENTAL REVIEW, LEGAL, & ENTITLEMENT COSTS	\$ 56,828,000
A.4	COMMUNITY ENGAGEMENT	\$ 6,946,000
A.5	DEVELOPMENT MANAGEMENT, LAND APPRAISALS, & CONTINGENCY	\$ 10,057,000
TOTAL FEASIBILITY, CONCEPTUAL DESIGN, & ENTITLEMENTS COSTS =		\$ 87,845,000
B. LAND ACQUISITION		
B.1	CITY & AGENCY LAND ACQUISITION	\$ 66,250,000
B.2	CREDIT FOR SOIL REMEDIATION COSTS	\$ (4,721,000)
B.3	PRIVATE PARCEL ACQUISITION	TBD
B.4	CLOSING COSTS	\$ 536,000
B.5	LEGAL FEES	TBD
B.6	OTHER ACQUISITION COSTS	\$ 998,000
TOTAL LAND ACQUISITION COSTS =		\$ 63,063,000
C. OTHER COSTS		
C.1 DESIGN AND PROFESSIONAL SERVICES		
a.	Architectural fees	\$ 46,134,000
b.	Other Owner Consultants	\$ 9,021,000
c.	Reimbursable Expenses	\$ 2,381,000
B.1 TOTAL DESIGN AND PROFESSIONAL SERVICES =		\$ 57,536,000
C.2 PROJECT MANAGEMENT & ADMINISTRATION		
a.	Developer / Project Management Fee & Reimbursables	\$ 23,281,000
b.	FP&E Administration	\$ 1,563,000
c.	Project Office	\$ 560,000
d.	Workforce Outreach / Public Relations	\$ 1,586,000
e.	Parking / Shuttles	\$ 720,000
f.	NBA Costs	\$ 85,000
B.2 TOTAL PROJECT MANAGEMENT & ADMINISTRATION =		\$ 27,795,000

C.3 LEGAL, ACCOUNTING AND AUDIT		
a.	Legal	\$ 6,880,000
c.	Accounting & Audit	\$ 1,752,000
		B.3 TOTAL LEGAL, ACCOUNTING AND AUDIT = \$ 8,632,000
C.4 PERMITTING & FEES		
a.	Plan Check & Permitting Fees	\$ 19,074,000
b.	Testing & Inspections	\$ 11,359,000
c.	Art Program	\$ 8,798,000
d.	City Non-Residential Construction Tax	\$ 8,798,000
e.	Utilities / Fees	\$ 7,397,000
f.	Impact Fees	\$ 52,053,000
		B.4 TOTAL PERMITTING & FEES = \$ 87,469,000
C.5 INSURANCE & PROPERTY TAX		
a.	Insurance	\$ 31,300,000
b.	Taxes	\$ 21,258,000
		B.5 TOTAL INSURANCE & PROPERTY TAX = \$ 52,558,000
C.6 SALES & MARKETING		
a.	Sales Center / Sponsor Integration	\$ 9,250,000
		B.6 TOTAL SALES & MARKETING = \$ 9,250,000
		TOTAL PERMITS = \$ 248,240,000
D. HARD GOODS		
D.1 PRECONSTRUCTION		
a.	Preconstruction Fees	\$ 1,845,000
b.	Preconstruction Expenses	\$ 298,000
		C.1 TOTAL PRECONSTRUCTION = \$ 2,143,000
D.2 ENVIRONMENTAL REMEDIATION		
a.	Soil Management Plan and Consulting	\$ 600,000
b.	Remediation	\$ 5,000,000
		C.2 TOTAL ENVIRONMENTAL REMEDIATION = \$ 5,600,000
D.3 FF&E		
a.	FF&E	\$ 40,000,000
		C.3 TOTAL FF&E \$ 40,000,000
D.4 CONSTRUCTION		
a.	Site Development, Arena, Plaza, & Ancillary Buildings	\$ 1,095,826,000
b.	Parking Garages	\$ 102,153,000
c.	Transpiration Mitigation	\$ 13,979,000
		C.4 TOTAL CONSTRUCTION = \$ 1,211,958,000
		TOTAL HARD GOODS = \$ 1,669,741,000

E. CONTINGENCY		
E.1 CONTINGENCY		
a. Owner Contingency	\$	54,257,000
TOTAL CONTINGENCY COSTS =		\$ 54,257,000
F. EXTRAORDINARY PUBLIC BENEFITS		
F.1 CREATION OF LOCAL JOBS & WORKFORCE EQUITY		
a. Minority/Disadvantaged Business Enterprise Participation Goals		Included Above
b. Local Employment Opportunities		Included Above
c. Job Fairs	\$	150,000
d. Workforce Outreach Coordination Program	\$	600,000
e. Job Training for Inglewood Residents	\$	250,000
f. Construction Opportunities for the Formerly Incarcerated	\$	150,000
g. Project Labor Agreement for Project Construction		Included Above
h. Leased Space to Inglewood Restaurant	\$	-
F.1 CREATION OF LOCAL JOBS & WORKFORCE EQUITY =		\$ 1,150,000
F.2 COMMITMENTS TO AFFORDABLE HOUSING & RENTER SUPPORT		
a. Funding for Affordable Housing & Renter Support	\$	75,000,000
b. First-Time Homeowners Assistance	\$	2,500,000
c. Emergency Support to Inglewood Residents	\$	3,000,000
d. Capacity Building for Housing-Focused Non-Profits	\$	250,000
F.2 COMMITMENTS TO AFFORDABLE HOUSING & RENTER SUPPORT =		\$ 80,750,000
F.3 REHABILITATION OF LIBRARY AND CREATION OF COMMUNITY CENTER		
		\$ 6,000,000
F.4 SUPPORT FOR YOUTH AND EDUCATION		
a. After School Tutoring for Inglewood Students	\$	4,000,000
b. Youth Innovation and Design Campus	\$	500,000
c. Keeping Inglewood Students in School	\$	2,750,000
d. Opening Pathways to College for Inglewood Students	\$	1,000,000
e. College Scholarships for Inglewood Students	\$	4,500,000
F.4 SUPPORT FOR YOUTH AND EDUCATION =		\$ 12,750,000
F.5 IMPROVING INGLEWOOD PARKS		\$ 300,000
F.6 USE OF ARENA FOR CHARITABLE CAUSES		TBD
F.7 ACCESS TO NBA GAMES FOR COMMUNITY GROUPS		TBD
TOTAL EXTRAORDINARY PUBLIC BENEFITS COSTS =		\$ 100,350,000
TOTAL PROJECT BUDGET =		\$ 1,409,057,000

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

This Schedule of Performance sets forth outside dates for the performance of certain obligations of Developer and the City under the Agreement. The provision of any outside date shall not imply the waiver or satisfaction of any condition precedent required by the Agreement for the performance of the obligation involved. All outside dates may be extended by delays due to force majeure events or as otherwise provided for in the Agreement. All capitalized terms used but not defined in this Schedule of Performance shall have the meanings given such terms in the Agreement. In the event of an inconsistency between this Schedule of Performance and the Agreement, the Agreement shall prevail.

- | | |
|---|--|
| 1) Submit Application for SEC Design Drawing Review (§ 304) | Six (6) months prior to the Target Closing Date. |
| 2) Submit Application for SEC Improvement Plan Drawing Review (§ 304) | Six (6) months prior to the Target Closing Date. |
| 3) Finalize FAA Restrictions (§ 214) | Six (6) months prior to the Target Closing Date. |
| 4) Submit application to City for Hotel Site Lot Line Adjustment and Lot Merger (§ 212) | Six (6) months prior to Target Closing Date. |
| 5) Decommission and Destroy Existing Well Site (§ 702) | Ninety (90) days prior to the Target Closing Date. The City shall terminate all agreements relating to the Existing Well Site ninety (90) days prior to the Target Closing Date. |
| 6) Submit Evidence of Financing (§ 226) | Sixty (60) days prior to the Target Closing Date. |
| 7) City's Completion of Restoration Work (§§ 223, 313) | Sixty (60) days prior to the Target Closing Date. |
| 8) Acquisition of, and/or any Order(s) for Pre-Judgment Possession for, the Private Parcels (as applicable) | Target Acquisition/Possession Date: June 3, 2021, subject to the requirements of Part II, Section 200 through 228 of the Agreement. |

- 9) City's review and approval-consideration of Hotel Site Lot Line Adjustment and Lot Merger (§ 212) Thirty (30) days prior to the Target Closing Date.
- 10) Opening of Escrow (§ 210) Thirty (30) days prior to the Target Closing Date.
- 11) Developer investigation and determination of the soil and water conditions of the Project Site (§ 223) Thirty (30) days prior to the Target Closing Date.
- 12) Delivery of Grant Deeds (§ 217) Seven (7) days prior to the scheduled Closing Date, subject to the requirements of Part II, Section 200 through 228 of the Agreement.
- 13) Closing Date (§§ 201, 211) Target Closing Date: On or before August 3, 2021.
- 14) Commencement of Construction (§ 307) Arena Site Target Commencement Date: One (1) business day after the Closing Date, for the Improvements on the Arena Site.
Arena Site Outside Commencement Date: Four (4) months after the Closing Date, for the Improvements on the Arena Site.
West Parking Garage Site Outside Commencement Date: Sixteen (16) months after the Closing Date, for the Improvements on the West Parking Garage Site.
East Transportation Site Outside Commencement Date: Twenty-Seven (27) months after the Closing Date, for the Improvements on the East Transportation Site.
- 15) City Completion of Construction of New Well Site Improvements (§ 702) Eighteen (18) months after the Closing Date.

16) Completion of Construction
(§ 307)

Arena Site Target Completion Date: Thirty-Six (36) months after commencement of construction of the Improvements on the Arena Site.

Arena Site Outside Completion Date: Forty-Eight (48) months after commencement of construction of the Improvements on the Arena Site.

West Parking Garage Site Outside Completion Date: Forty-Eight (48) months after commencement of construction of the Improvements on the Arena Site.

East Transportation Site Outside Completion Date: Forty-Eight (48) months after commencement of construction of the Improvements on the Arena Site.

ATTACHMENT NO. 5

SCOPE OF DEVELOPMENT

1. General

The Project to be developed pursuant to this Agreement¹ generally consists of the components set forth in Section 2 below.

The Project, including its architectural design, landscape features, signage, lighting and the on and off-site Public Infrastructure improvements required to serve the Project, shall be developed as part of an integrated development project in accordance with the Project Approvals, including the SE Overlay Zone, the SEC Development Guidelines, the applicable provisions of the MMRP, and generally consistent with the Basic Site Plan Drawings attached as Attachment No. 6 to this Agreement. The SEC Development Guidelines establish specific design and review standards and SEC Design Review and SEC Improvement Plan Review for the Project and define the Public Infrastructure required to be provided to serve the Project.

2. Project

The Project will be designed and constructed to meet, and is anticipated to receive, the US Green Building Council's Leadership in Energy and Environmental Design (LEED) Gold certification.² The Project will provide onsite renewable energy generation including solar panels on the roofs of the Arena and West Parking Garage. All construction will be in accordance with applicable requirements of this Agreement and the Development Agreement, including compliance with mitigation measures applicable to the Project, the implementation of which is identified in the MMRP as the responsibility of Developer, and measures identified in the Development Agreement conditions of approval, including the Air Pollutant Emissions Conditions of Approval and the Transportation Demand Program Conditions of Approval.

a. Arena Site

The Arena Site (approximately 17 acres) will include the following Project components:

(i) Arena

The arena will include up to approximately 18,000 fixed seats suitable for National Basketball Association ("NBA") games, with capacity to add approximately 500 additional temporary seats for special events (as may be modified in accordance with the Project Approvals, the "Arena"). The Arena will be comprised of up to approximately 915,000 square feet of space

¹ All capitalized terms used but not defined in this Scope of Development shall have the meanings given such terms in this Agreement, as such documents may be permitted to be amended from time-to-time.

² The Project will adopt a LEED campus approach in order to capture site-wide strategies such as those related to stormwater management and provision of open space.

including the main performance and seating bowl, as well as ancillary and incidental uses such as restaurant food service and retail space, and concourse areas.

The Arena would be a multi-faceted, ellipsoid structure that would rise no higher than 150 feet above ground level. In accordance with the SEC Development Guidelines, the exterior of the building would be comprised of a grid-like façade and roof that would be highly visible, distinctive, and instantly recognizable due to a design unique in the City and the region. The façade and roof may be comprised of a range of textures and materials, which may include metal and glass.

(ii) Arena Facilities

The Arena Site is also expected to include the following arena related facilities: (A) up to an approximately 85,000 square-foot team practice and athletic training facility; (B) up to approximately 71,000 square feet of LA Clippers team office space; (C) up to an approximately 25,000 square-foot sports medicine clinic for team and potential general public use; and (D) up to approximately 650-space parking garage contiguous to the Arena for premium ticket holders, VIPs, and certain team personnel.

(iii) Plaza

The Arena Site will include an outdoor pedestrian plaza adjacent to the Arena with approximately 80,000 square feet of gathering space and landscaping, including circulation, securable entry points, gathering spaces, a special use basketball court, and an outdoor stage (collectively, the "Plaza"). The Plaza will be designed with specialized paving, landscaping, seating areas, and public art and will be subject to conditions requiring public access as provided in the Development Agreement.

(iv) Retail, Dining and Other Uses

The Arena Site will also include up to a total of approximately 63,000 square feet of structures outside the Arena building on the Plaza for retail and dining, back of house services, security, storage, bag check, rest rooms and other uses adjacent to the Plaza³. These structures would be no higher than two stories.

b. West Parking Garage Site

The West Parking Garage Site will include a six-story, approximately 3,110 space parking structure (the "**West Parking Garage**") with entrances and exits on West Century Boulevard and South Prairie Avenue. There will be a new publicly accessible north/south access road that connects West 102nd Street to West Century Boulevard and intersects with West 101st Street on the western property boundary of the West Parking Garage Site. The West Parking Garage circulation, ingress and egress are more particularly described in the SEC Development Guidelines.

³ These may include indoor, outdoor, patio and/or rooftop restaurant, bar or lounge space.

c. East Transportation Site

The East Transportation Site will include a three-story structure (the "**East Transportation Structure**") on the south side of West Century Boulevard, east of the Arena Site. The first level of the East Transportation Structure will serve as a transportation hub, with staging for approximately 20 coach/buses and 25 mini-buses, micro-transit, and paratransit vehicles, and approximately 180 car spaces for transportation network company drop-off/pick-up and queuing. The second and third levels of the East Transportation Structure will provide approximately 365 parking spaces for arena and retail visitors and employees. The East Transportation Structure circulation, ingress and egress are more particularly described in the SEC Development Guidelines.

d. Hotel Site

The Hotel Site is expected to be separately developed. It will be developed as a limited service hotel of no fewer than 100, and no more than 150, guestrooms, and associated parking. The hotel will be approximately six stories, with a maximum height of approximately 100 feet.

e. Pedestrian Bridge(s)

(i) Prairie Avenue Bridge

The Project will include a pedestrian bridge connecting the Plaza to the West Parking Garage (the "**Prairie Avenue Bridge**"). The Prairie Avenue Bridge walkway will be up to 24 feet wide. The bottom of the bridge structure will have a minimum clearance of 17 feet above the centerline of South Prairie Avenue. The top of the bridge will be about 15 feet above the bottom plane.

(ii) Century Boulevard Bridge

The Project may also, at the option of Developer, and subject to obtaining necessary third party property rights and authorizations on the north side of West Century Boulevard, include a pedestrian bridge crossing above West Century Boulevard (a "**Century Boulevard Bridge**"), which would provide pedestrian access between the Plaza and the Hollywood Park property. A Century Boulevard Bridge walkway would be up to 24 feet wide. The bottom of the bridge structure would have a minimum clearance of 17 feet above the centerline of West Century Boulevard. The top of the bridge will be about 15 feet above the bottom plane.

f. Infrastructure Improvements

Public Infrastructure improvements will be installed in accordance with the SEC Infrastructure Plan, Part III of the SEC Development Guidelines and the Project Approvals. The SEC Infrastructure Plan identifies the on-site and off-site Public Infrastructure improvements required to serve the Project. These include wet and dry utilities, fire safety improvements and street right of way and streetscape improvements. The Project will obtain all permits required to conform to the Schedule of Performance.

The SEC Infrastructure Plan provides for the demolition and removal of existing Inglewood Water Well No. 6, to accommodate the development of the Arena Site. The existing well will be replaced with a new Water Well No. 8, based on plans prepared by Developer and approved by the City. City will destroy Well No. 6, remove/salvage whatever portions of the superstructure City deems appropriate, end the electric service to the lot, and close the water connection to the existing well water transmission main. Developer will complete the removal/demolition work of the remaining superstructure and utilities on-site. City will construct, own and operate replacement Water Well No. 8, to be located on a separate parcel further to the east of the exiting well site, along the south side of West 102nd Street.

g. Project Site Preparation and Demolition

Construction activities for the Project will include demolition of any existing structures or improvements on site and site preparation. Site clearance and preparation will also include utility line relocations as described in the SEC Infrastructure Plan.

3. Miscellaneous

As generally contemplated in the Project Approvals, including the SEC Development Guidelines and SEC Design Review, the Project will include: (i) shuttle bus service, as further described in the MMRP, connecting the Property to nearby Metro stations, including pick-up and drop-off locations along South Prairie Avenue; and other trip reduction measures as set forth in the MMRP; (ii) various on-site signage; and (iii) broadcast, filming, recording, transmission, production, and communication facilities and equipment. In addition to applicable construction requirements of applicable and permitted City Code, the Project will also include construction design features described in the MMRP.

4. Merger and Parcelization

Developer will have the right, from time to time or at any time, to apply for the subdivision, including the merger and resubdivision of the Property, or lot line adjustments, as may be necessary in order to develop, lease, or finance any portion of the Property consistent with the ordinances, resolutions, codes, rules, regulations, and official policies of the City applicable to the development of the Property that exist as of the date of this Agreement, as amended by any amendments enacted by the Project Approvals. Merger of parcels will not be required prior to the issuance of building permits for the Project.

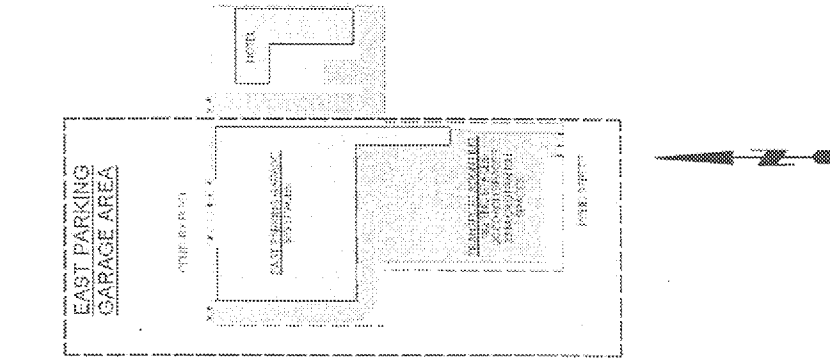
ATTACHMENT NO. 6
BASIC SITE PLAN DRAWINGS

[see attached Basic Site Plan Drawings dated June 4, 2020]

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

JUNE 04, 2020



LEGEND:

AREA DESIGNATION
PROJECT BOUNDARY

UNASSIGNED AREAS

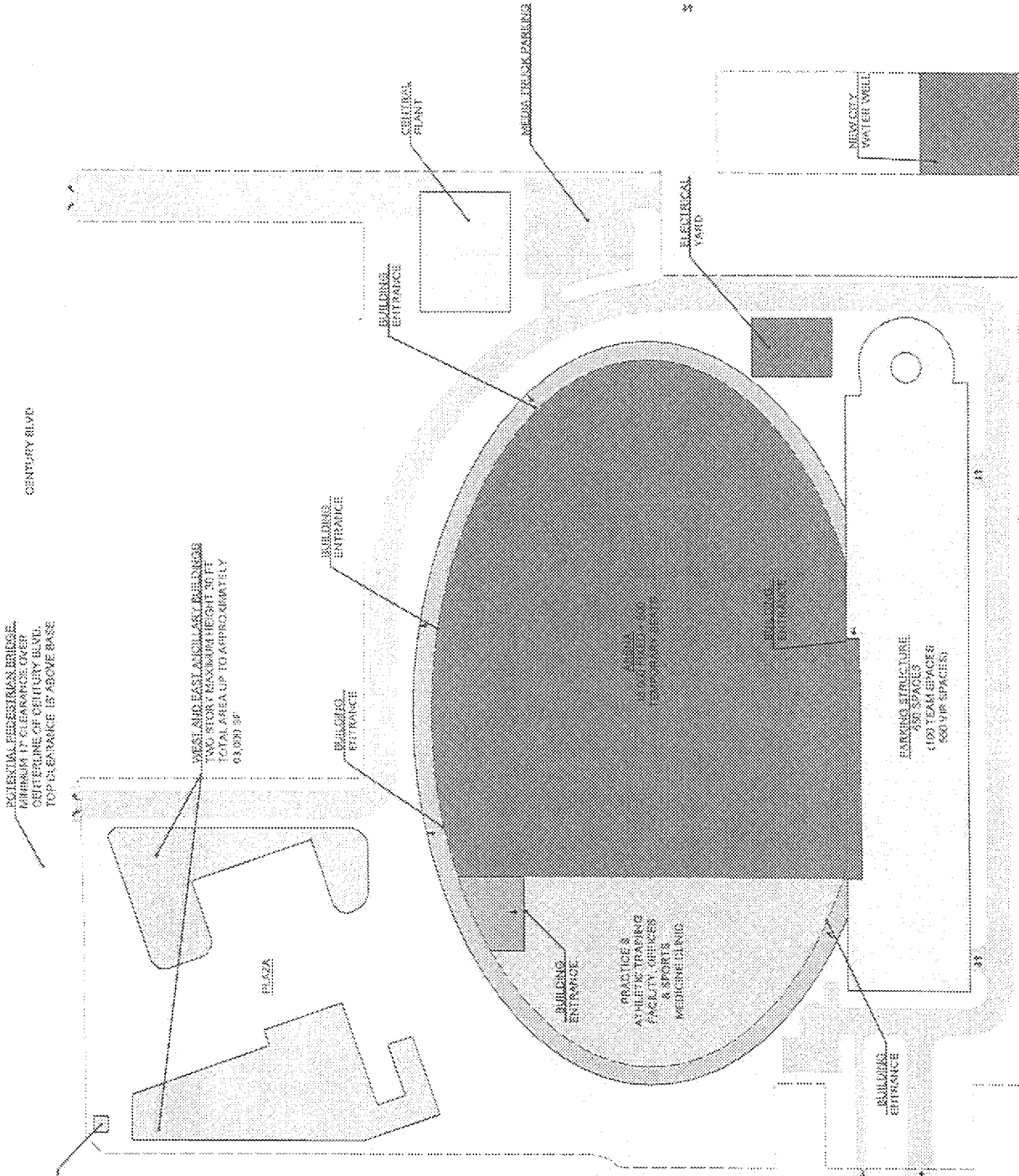
UNASSIGNED AREAS

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

ARENA AND PLAZA AREA

JUNE 04, 2020

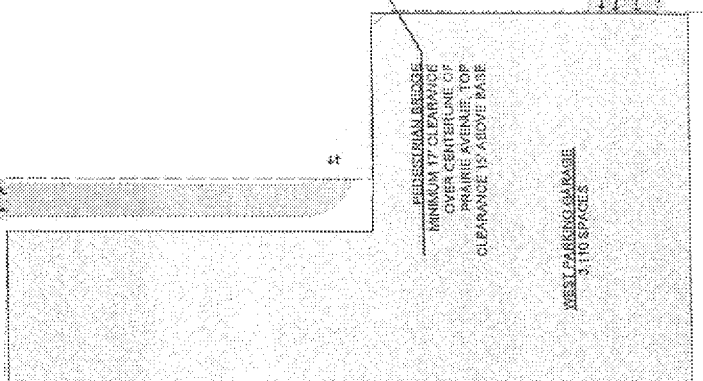


CELEBRITY BLVD

SIGN LOCATION
MAXIMUM HEIGHT 100 FT

PRAIRIE AVENUE

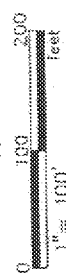
PRAIRIE AVENUE



102ND STREET

PROJECT BOUNDARY

LEGEND



102ND STREET



PROPOSED WORK: ...

DATE: ...

PROJECT NO.: ...

SCALE: ...

DESIGNED BY: ...

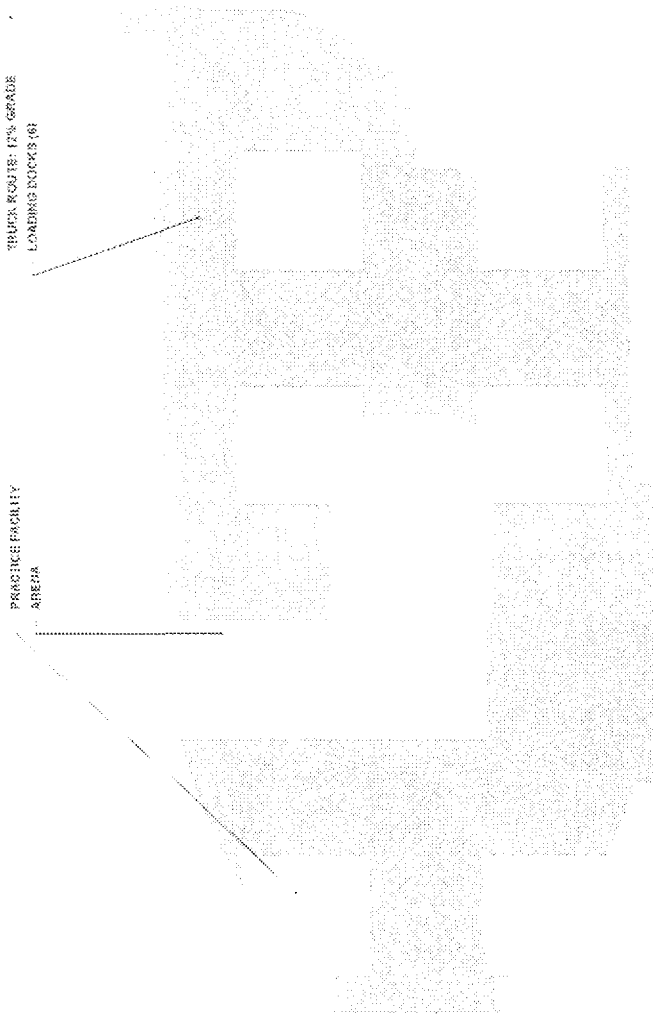
CHECKED BY: ...

DATE: ...

TRUCK ROUTE: 12% GRADE
LOADING DOCKS (R)

PRACKICE FACILITY
AREA

TRUCK ROUTE: 12% GRADE
LOADING DOCKS (R)



ATTORNEYS

DATE: ...

PROJECT NO.

SCALE: ...

Table with 2 columns: Description, Quantity



PROJECT NO.

DATE: ...

1-A-101



Registration Number: 1177
Professional Engineer
Mechanical Engineering
Virginia License No. 1177

DATE: 01/15/2014
PROJECT: [Illegible]
DRAWING: [Illegible]

SCALE: AS SHOWN
DATE: 01/15/2014
PROJECT: [Illegible]

DATE: 01/15/2014
PROJECT: [Illegible]

DATE: 01/15/2014
PROJECT: [Illegible]

DATE: 01/15/2014
PROJECT: [Illegible]

DATE: 01/15/2014
PROJECT: [Illegible]

REVISIONS

NO. DESCRIPTION
1.00 [Illegible]

DESIGNER'S DRAFT

DATE: 01/15/2014

PROJECT: [Illegible]

DRAWING: [Illegible]

SCALE: AS SHOWN

DATE: 01/15/2014

PROJECT: [Illegible]

DRAWING: [Illegible]

SCALE: AS SHOWN

DATE: 01/15/2014

PROJECT: [Illegible]

DRAWING: [Illegible]

SCALE: AS SHOWN

DATE: 01/15/2014

PROJECT: [Illegible]

DRAWING: [Illegible]

SCALE: AS SHOWN

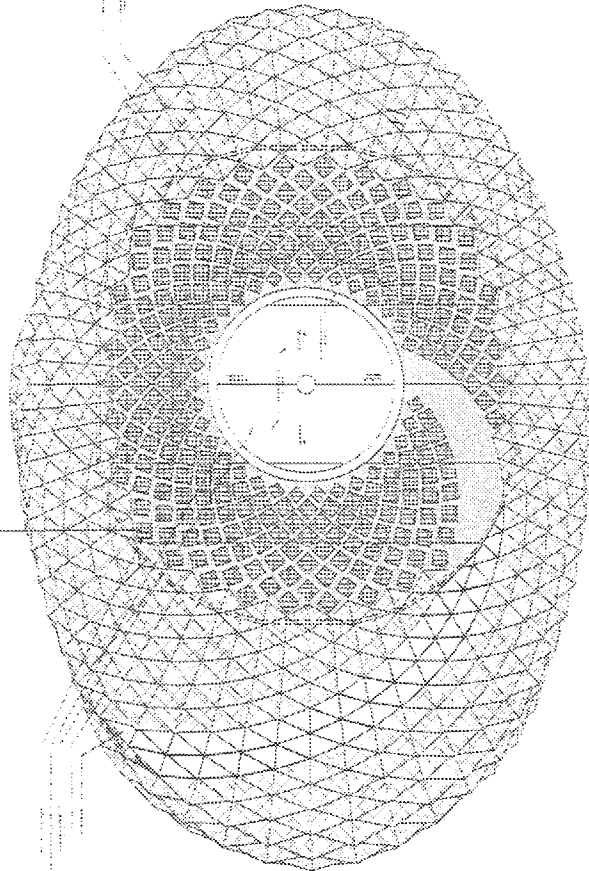
DATE: 01/15/2014

PROJECT: [Illegible]

DRAWING: [Illegible]

SCALE: AS SHOWN

PHOTOGRAPH PANEL - TYP.



AECOM

PROJECT:
1000 UNIVERSITY AVENUE, SUITE 1000
ANN ARBOR, MI 48106



UNIVERSITY MICROFILMS
300 N ZEEB ROAD
ANN ARBOR, MI 48106
TEL: 734 769 0000
WWW.UMI.COM

ALL WORK
IS TO BE DONE IN ACCORDANCE WITH THE
LATEST EDITIONS OF THE
CONSOLIDATED ENGINEERING PROFESSIONAL ACT
AND THE RULES AND REGULATIONS THEREOF

DESIGNER'S LIABILITY
IS LIMITED TO THE SCOPE OF THE
SERVICES PROVIDED BY THE
DESIGNER AND DOES NOT
INCLUDE THE COST OF
REPAIRS TO OR REPLACEMENT OF
EXISTING WORK

PROFESSIONAL ENGINEER
STATE OF MICHIGAN
NO. 26012
DATE: 12/15/00

UNIVERSITY MICROFILMS
300 N ZEEB ROAD
ANN ARBOR, MI 48106
TEL: 734 769 0000
WWW.UMI.COM

DESIGNER'S LIABILITY
IS LIMITED TO THE SCOPE OF THE
SERVICES PROVIDED BY THE
DESIGNER AND DOES NOT
INCLUDE THE COST OF
REPAIRS TO OR REPLACEMENT OF
EXISTING WORK

UNIVERSITY MICROFILMS
300 N ZEEB ROAD
ANN ARBOR, MI 48106
TEL: 734 769 0000
WWW.UMI.COM

PROJECT:
1000 UNIVERSITY AVENUE, SUITE 1000
ANN ARBOR, MI 48106

UNIVERSITY MICROFILMS
300 N ZEEB ROAD
ANN ARBOR, MI 48106
TEL: 734 769 0000
WWW.UMI.COM

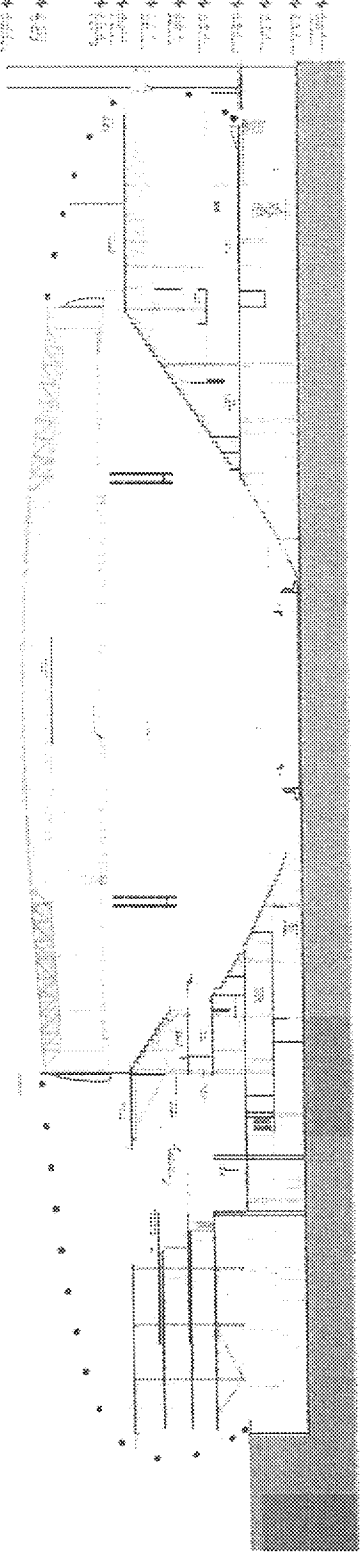
DESIGNER'S LIABILITY
IS LIMITED TO THE SCOPE OF THE
SERVICES PROVIDED BY THE
DESIGNER AND DOES NOT
INCLUDE THE COST OF
REPAIRS TO OR REPLACEMENT OF
EXISTING WORK

UNIVERSITY MICROFILMS
300 N ZEEB ROAD
ANN ARBOR, MI 48106
TEL: 734 769 0000
WWW.UMI.COM

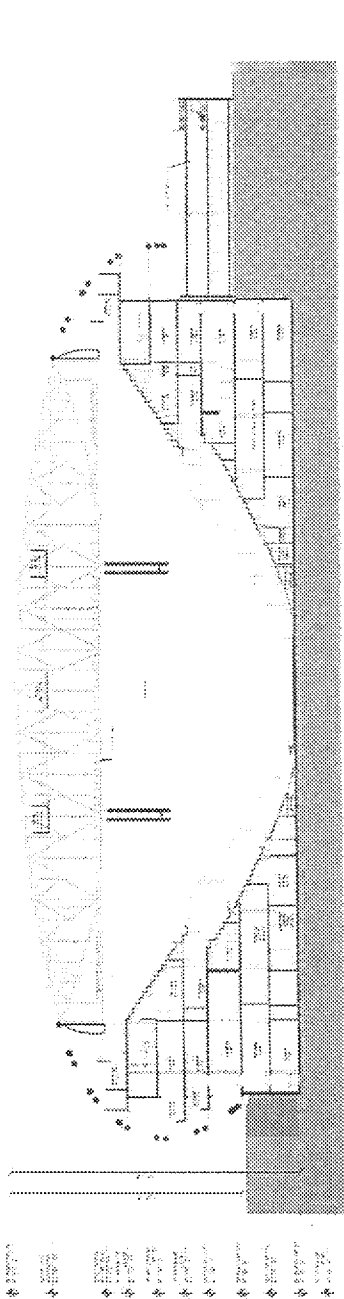
UNIVERSITY MICROFILMS
300 N ZEEB ROAD
ANN ARBOR, MI 48106
TEL: 734 769 0000
WWW.UMI.COM

UNIVERSITY MICROFILMS
300 N ZEEB ROAD
ANN ARBOR, MI 48106
TEL: 734 769 0000
WWW.UMI.COM

1-A301-1



SECTION 1-1



SECTION 2-2



PROJECT NO. 1517
PROJECT NAME
PROJECT LOCATION

DATE
SCALE
DRAWN BY

CHECKED BY
APPROVED BY

PROJECT LOCATION

PROJECT NO.

PROJECT NAME

PROJECT LOCATION

DESCRIPTION

DISTRICT/PROJECT

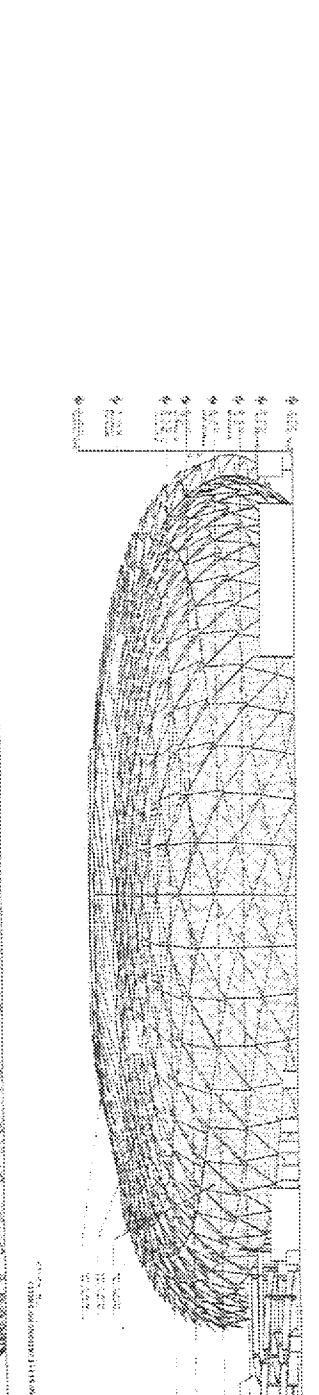
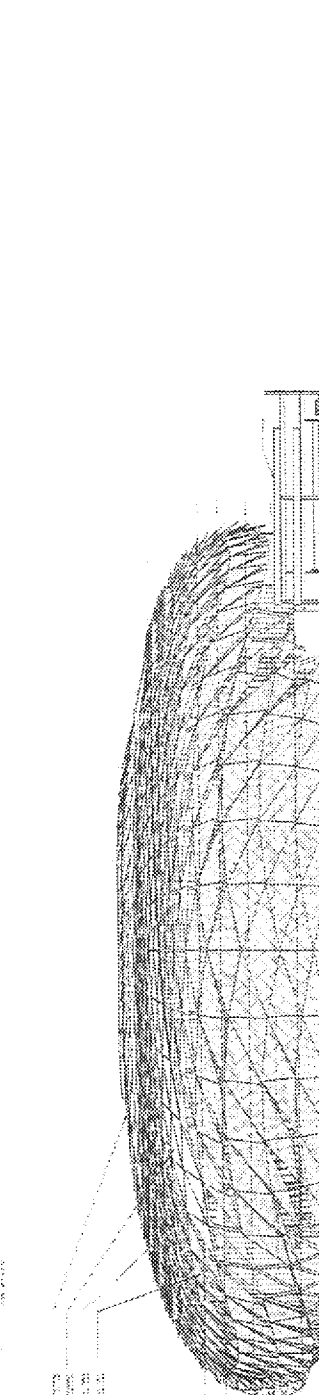
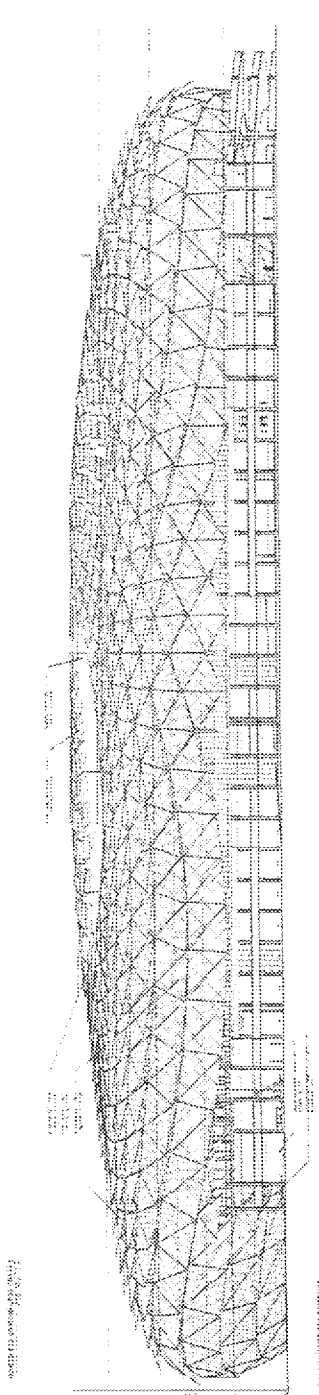
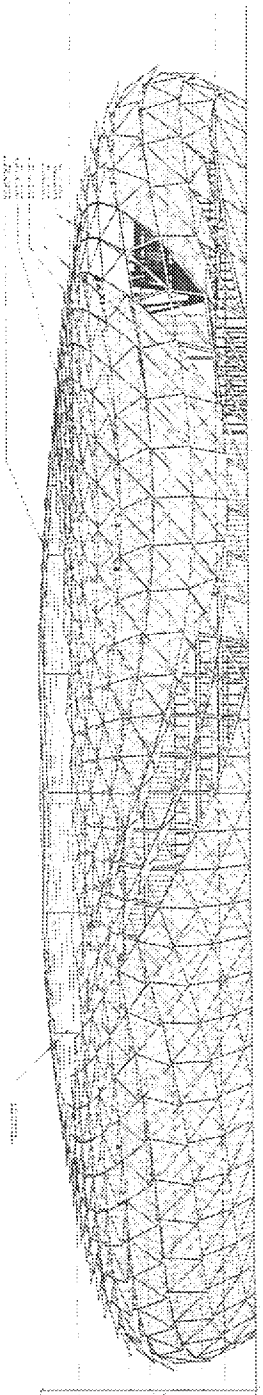
DATE

SCALE



PROJECT NUMBER
DATE
SCALE

1-A311



INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

CENTRAL PLAN

JUNE 04, 2020



Michael S. Smith, P.E.
Professional Engineer
License No. 44527
State of California
Mechanical

DATE: 08/14/2013
PROJECT: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

THIS DRAWING IS THE PROPERTY OF AECOM. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AECOM.

ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT.

CONSTRUCTION NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT.

PROJECT NO.: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DATE: 08/14/2013
PROJECT: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

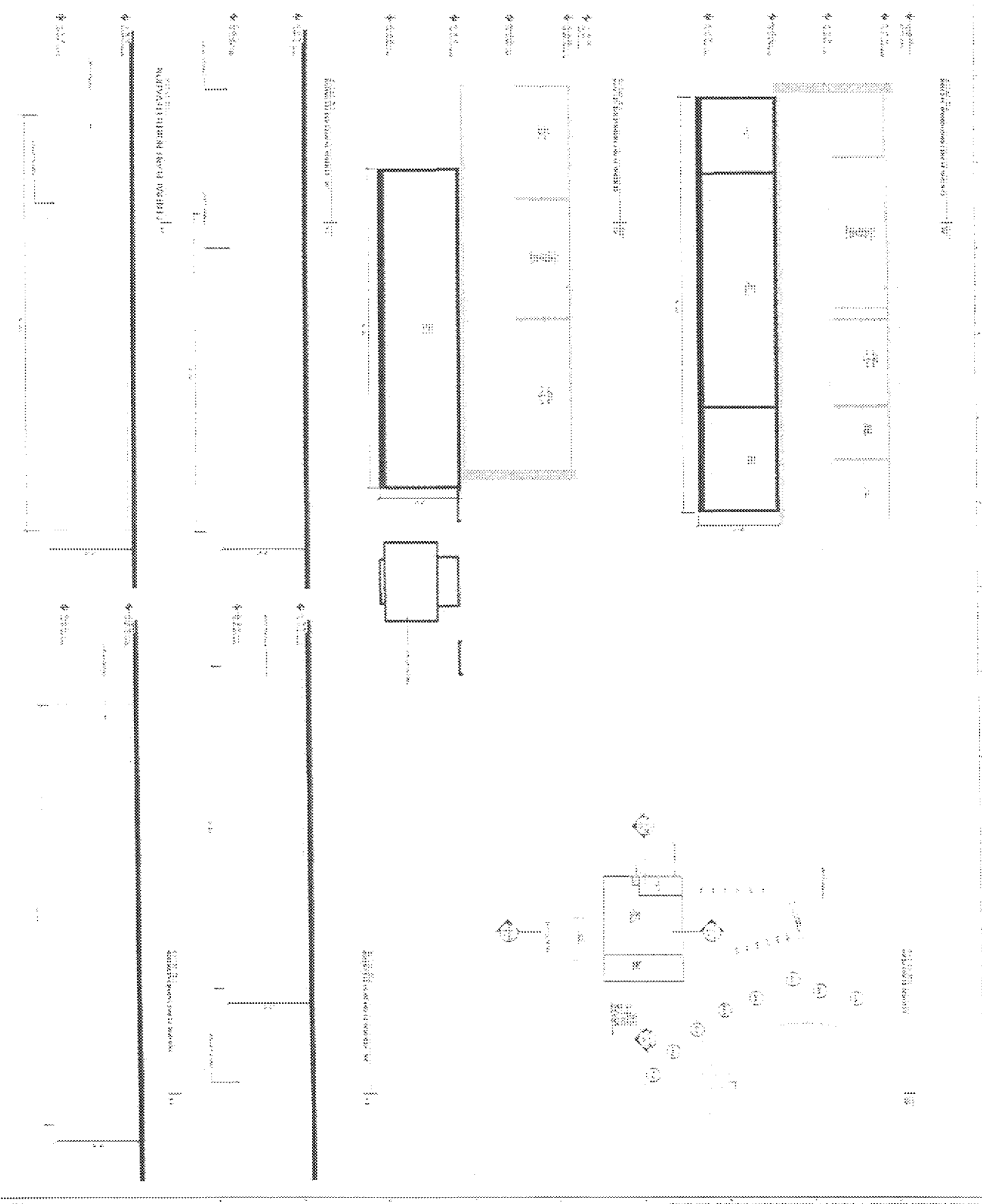
PROJECT NO.: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DATE: 08/14/2013
PROJECT: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

PROJECT NO.: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DATE: 08/14/2013
PROJECT: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000



Michael S. Smith, P.E.
Professional Engineer
License No. 44527
State of California
Mechanical

DATE: 08/14/2013
PROJECT: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

THIS DRAWING IS THE PROPERTY OF AECOM. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AECOM.

ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT.

CONSTRUCTION NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT.

PROJECT NO.: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DATE: 08/14/2013
PROJECT: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

PROJECT NO.: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DATE: 08/14/2013
PROJECT: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

PROJECT NO.: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

DATE: 08/14/2013
PROJECT: 13-00000000-0000-0000
SHEET NO.: 13-00000000-0000-0000-0000
SHEET TITLE: 13-00000000-0000-0000-0000

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

WEST PARKING GARAGE

JUNE 04, 2020



PROJECT NO. 100-00000000-0000
 SHEET NO. 100-00000000-0000-0000

DATE: 10/15/2010
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT: [Project Name]
 LOCATION: [Location]
 SCALE: [Scale]

REVISIONS:
 NO. DESCRIPTION
 1. [Revision 1]
 2. [Revision 2]

DATE: 10/15/2010
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

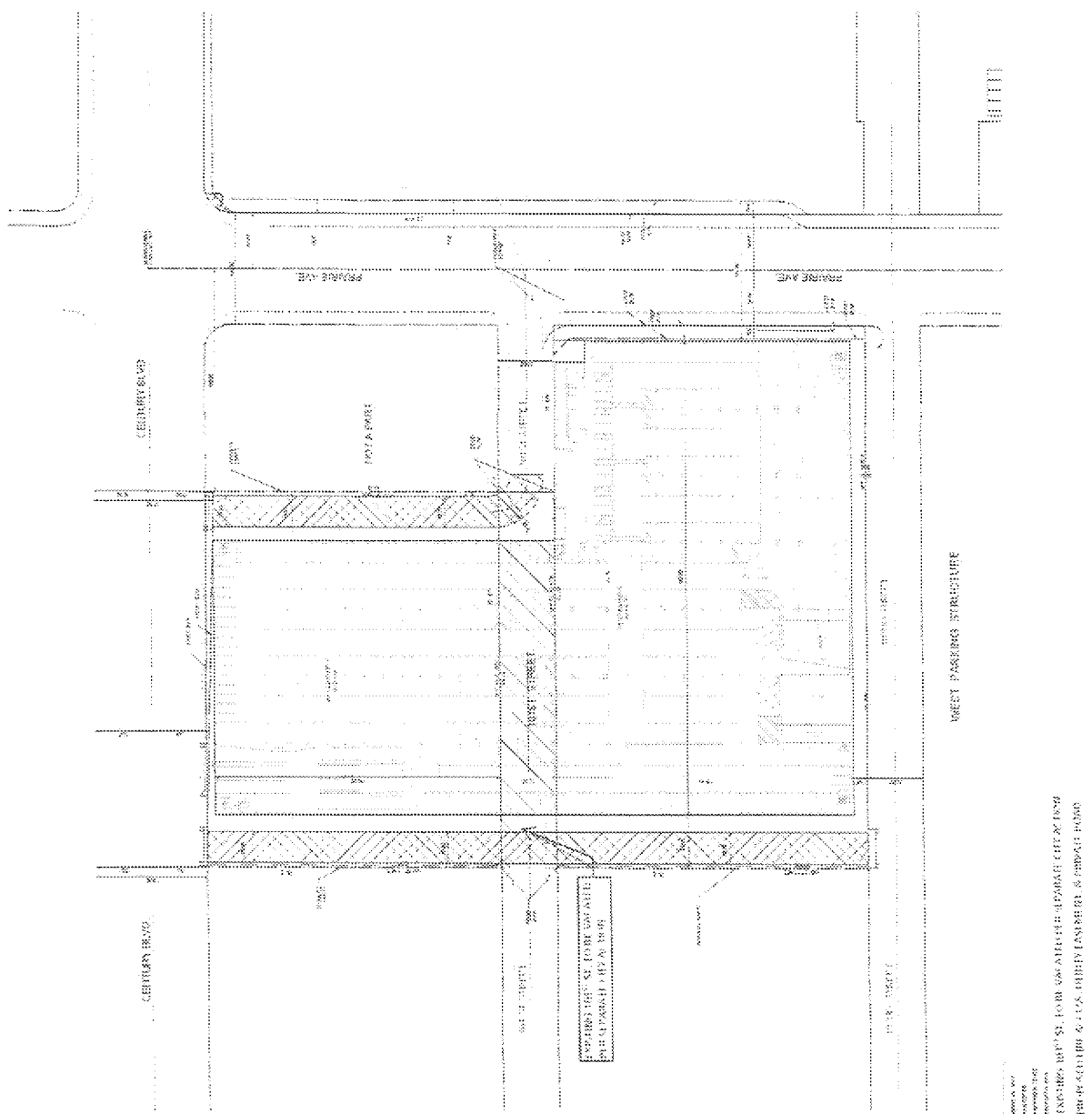
PROJECT NO. 100-00000000-0000
 SHEET NO. 100-00000000-0000-0000

DATE: 10/15/2010
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

NO.	DESCRIPTION	DATE
1	[Revision 1]	10/15/2010
2	[Revision 2]	10/15/2010



DATE: 10/15/2010
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



LEGEND:
 [Symbol] [Description]
 [Symbol] [Description]
 [Symbol] [Description]

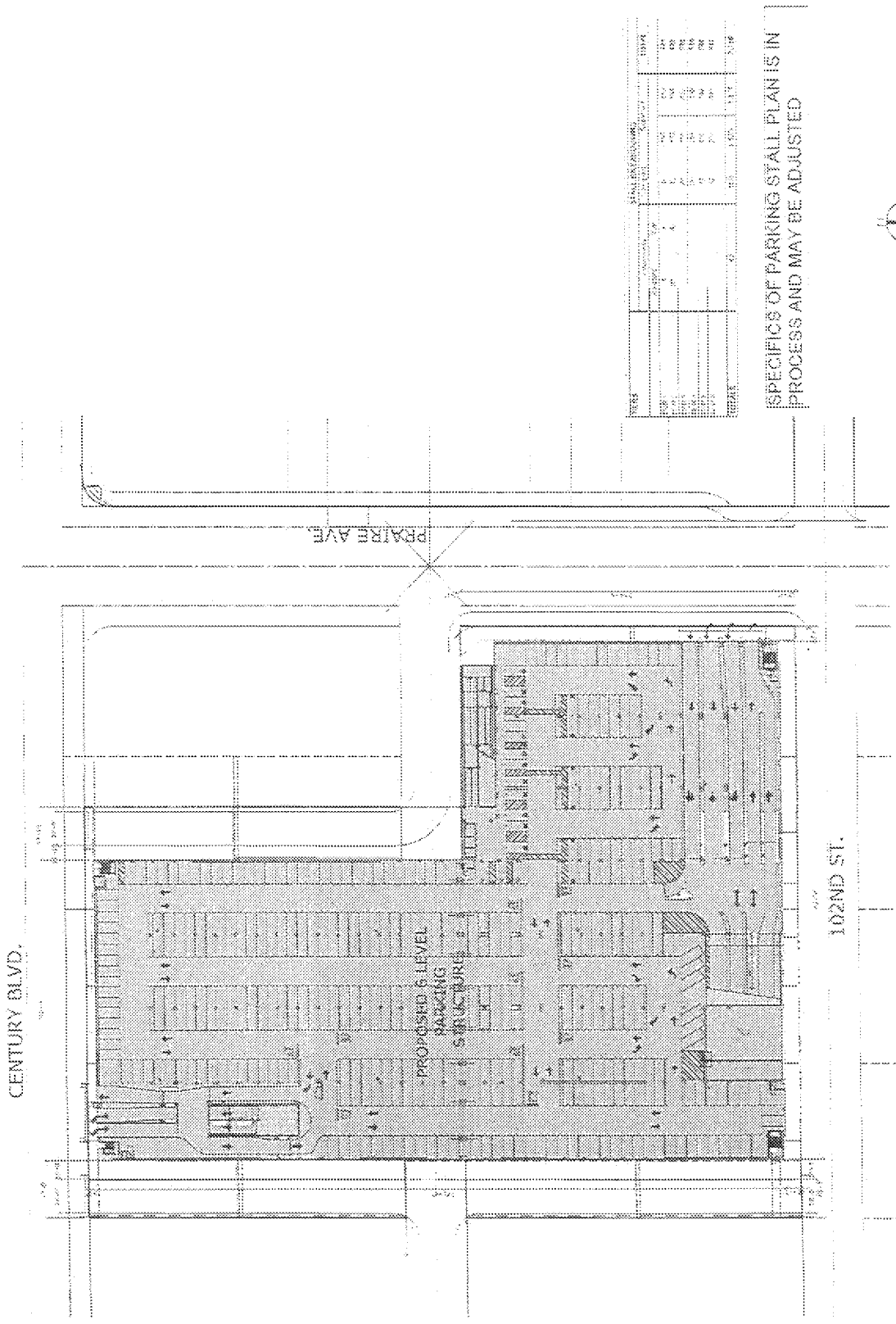
DATE: 10/15/2010
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



INGLWOOD BASKETBALL & ENTERTAINMENT CENTER WEST PARKING STRUCTURE
 NATIONAL EXHIBITION

NO. OF SHEETS	1
SHEET NO.	1
DATE	11/11/11
PROJECT	INGLWOOD BASKETBALL & ENTERTAINMENT CENTER WEST PARKING STRUCTURE
SCALE	AS SHOWN

DATE: 11/11/11
 PROJECT: INGLWOOD BASKETBALL & ENTERTAINMENT CENTER WEST PARKING STRUCTURE
 SCALE: AS SHOWN
 SHEET NO.: 1
 NO. OF SHEETS: 1



NO.	DESCRIPTION	DATE
1	PROPOSED 5-LEVEL PARKING STRUCTURE	11/11/11
2	REVISION	11/11/11
3	REVISION	11/11/11
4	REVISION	11/11/11
5	REVISION	11/11/11
6	REVISION	11/11/11
7	REVISION	11/11/11
8	REVISION	11/11/11
9	REVISION	11/11/11
10	REVISION	11/11/11
11	REVISION	11/11/11
12	REVISION	11/11/11
13	REVISION	11/11/11
14	REVISION	11/11/11
15	REVISION	11/11/11
16	REVISION	11/11/11
17	REVISION	11/11/11
18	REVISION	11/11/11
19	REVISION	11/11/11
20	REVISION	11/11/11
21	REVISION	11/11/11
22	REVISION	11/11/11
23	REVISION	11/11/11
24	REVISION	11/11/11
25	REVISION	11/11/11
26	REVISION	11/11/11
27	REVISION	11/11/11
28	REVISION	11/11/11
29	REVISION	11/11/11
30	REVISION	11/11/11
31	REVISION	11/11/11
32	REVISION	11/11/11
33	REVISION	11/11/11
34	REVISION	11/11/11
35	REVISION	11/11/11
36	REVISION	11/11/11
37	REVISION	11/11/11
38	REVISION	11/11/11
39	REVISION	11/11/11
40	REVISION	11/11/11
41	REVISION	11/11/11
42	REVISION	11/11/11
43	REVISION	11/11/11
44	REVISION	11/11/11
45	REVISION	11/11/11
46	REVISION	11/11/11
47	REVISION	11/11/11
48	REVISION	11/11/11
49	REVISION	11/11/11
50	REVISION	11/11/11
51	REVISION	11/11/11
52	REVISION	11/11/11
53	REVISION	11/11/11
54	REVISION	11/11/11
55	REVISION	11/11/11
56	REVISION	11/11/11
57	REVISION	11/11/11
58	REVISION	11/11/11
59	REVISION	11/11/11
60	REVISION	11/11/11
61	REVISION	11/11/11
62	REVISION	11/11/11
63	REVISION	11/11/11
64	REVISION	11/11/11
65	REVISION	11/11/11
66	REVISION	11/11/11
67	REVISION	11/11/11
68	REVISION	11/11/11
69	REVISION	11/11/11
70	REVISION	11/11/11
71	REVISION	11/11/11
72	REVISION	11/11/11
73	REVISION	11/11/11
74	REVISION	11/11/11
75	REVISION	11/11/11
76	REVISION	11/11/11
77	REVISION	11/11/11
78	REVISION	11/11/11
79	REVISION	11/11/11
80	REVISION	11/11/11
81	REVISION	11/11/11
82	REVISION	11/11/11
83	REVISION	11/11/11
84	REVISION	11/11/11
85	REVISION	11/11/11
86	REVISION	11/11/11
87	REVISION	11/11/11
88	REVISION	11/11/11
89	REVISION	11/11/11
90	REVISION	11/11/11
91	REVISION	11/11/11
92	REVISION	11/11/11
93	REVISION	11/11/11
94	REVISION	11/11/11
95	REVISION	11/11/11
96	REVISION	11/11/11
97	REVISION	11/11/11
98	REVISION	11/11/11
99	REVISION	11/11/11
100	REVISION	11/11/11

SPECIFICS OF PARKING STALL PLAN IS IN PROCESS AND MAY BE ADJUSTED



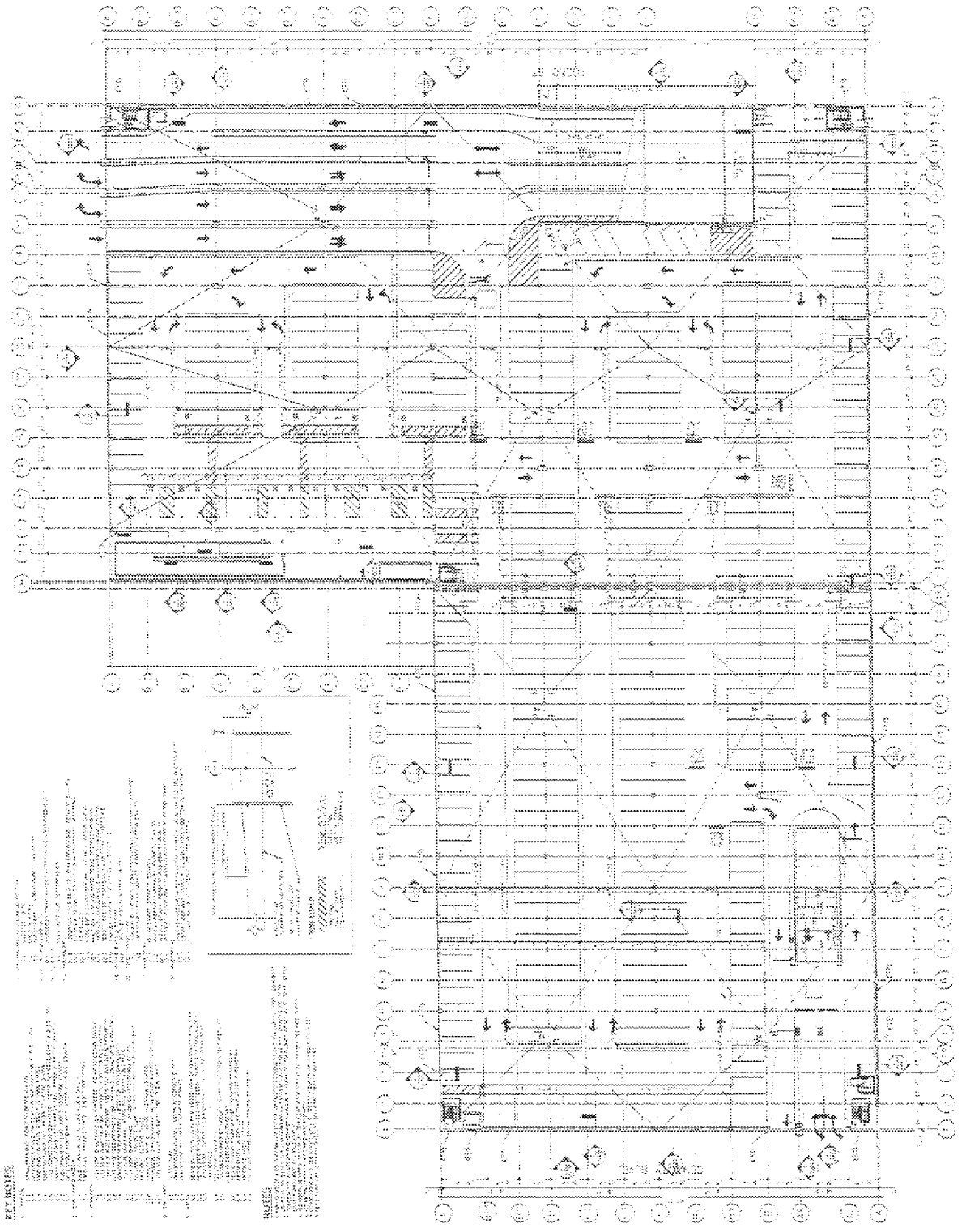
REVISIONED SITE PLAN

A102



INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE

DATE:	
PROJECT:	
ARCHITECT:	
SCALE:	
NO.:	
A201	



FIRST FLOOR PLAN

SPECIFICS OF MATERIALS SHALL BE IN PROGRESS AND MAY BE AGGRAVATED

NOTES:

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC).
- 2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE CITY OF RALEIGH.
- 3. ALL DIMENSIONS SHALL BE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
- 4. ALL FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
- 5. ALL STRUCTURAL ELEMENTS SHALL BE CONCRETE UNLESS OTHERWISE SPECIFIED.
- 6. ALL MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IMC AND THE NATIONAL ELECTRICAL CODE (NEC).
- 7. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
- 8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 9. ALL COSTS SHALL BE THE RESPONSIBILITY OF THE OWNER.
- 10. ALL CHANGES SHALL BE APPROVED BY THE ARCHITECT IN WRITING.

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	10/15/2023
2	REVISED PER CITY OF RALEIGH COMMENTS	10/25/2023
3	REVISED PER ARCHITECT COMMENTS	11/05/2023

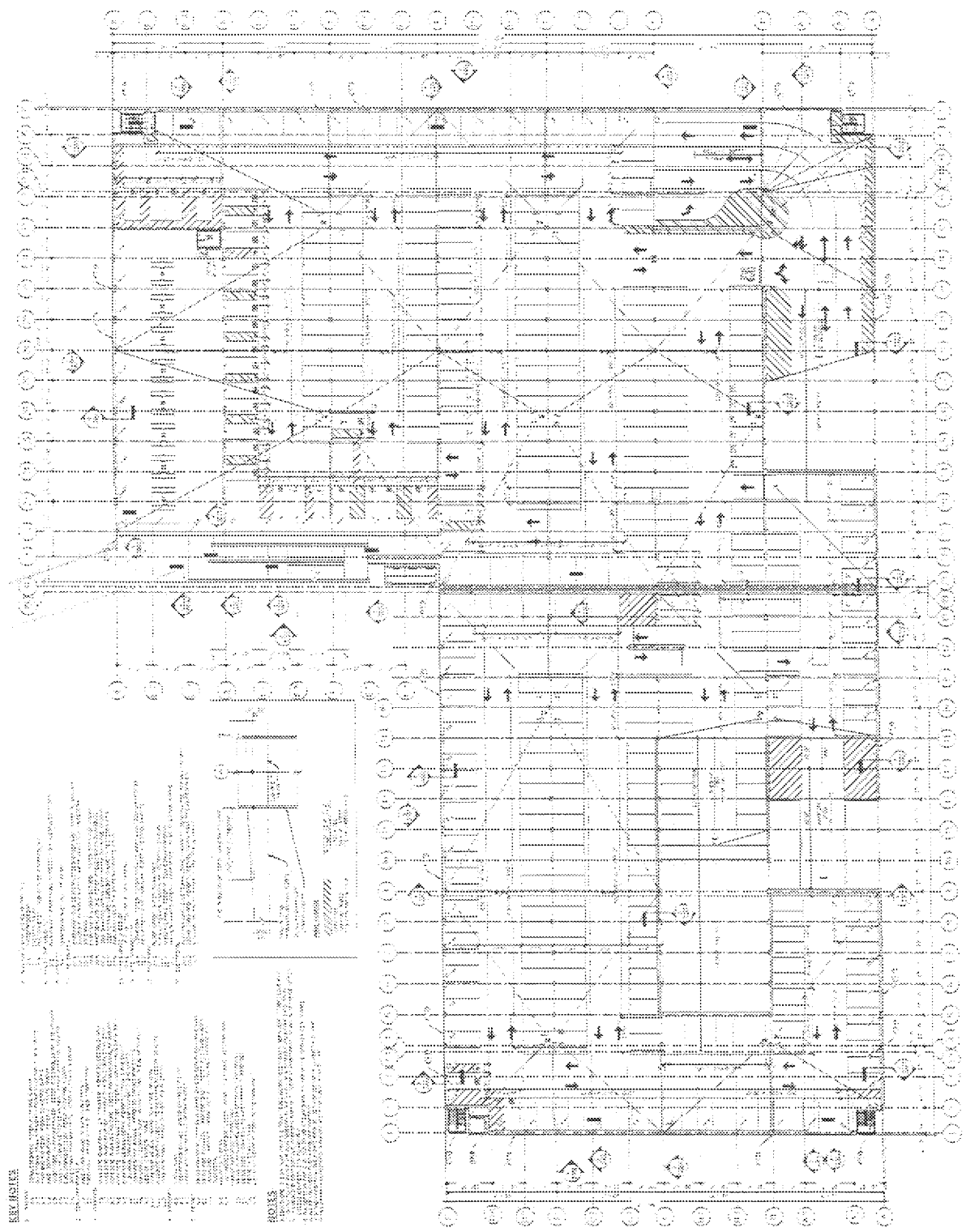


INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 GENERAL NOTES

DATE	NO.	DESCRIPTION

A202

DATE PLOTTED: 11/11/11



STEEL FLOOR IN ARENA

REVISIONS

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUE FOR PERMIT
2	11/11/11	ISSUE FOR PERMIT
3	11/11/11	ISSUE FOR PERMIT
4	11/11/11	ISSUE FOR PERMIT
5	11/11/11	ISSUE FOR PERMIT
6	11/11/11	ISSUE FOR PERMIT
7	11/11/11	ISSUE FOR PERMIT
8	11/11/11	ISSUE FOR PERMIT
9	11/11/11	ISSUE FOR PERMIT
10	11/11/11	ISSUE FOR PERMIT
11	11/11/11	ISSUE FOR PERMIT
12	11/11/11	ISSUE FOR PERMIT
13	11/11/11	ISSUE FOR PERMIT
14	11/11/11	ISSUE FOR PERMIT
15	11/11/11	ISSUE FOR PERMIT
16	11/11/11	ISSUE FOR PERMIT
17	11/11/11	ISSUE FOR PERMIT
18	11/11/11	ISSUE FOR PERMIT
19	11/11/11	ISSUE FOR PERMIT
20	11/11/11	ISSUE FOR PERMIT
21	11/11/11	ISSUE FOR PERMIT
22	11/11/11	ISSUE FOR PERMIT
23	11/11/11	ISSUE FOR PERMIT
24	11/11/11	ISSUE FOR PERMIT
25	11/11/11	ISSUE FOR PERMIT
26	11/11/11	ISSUE FOR PERMIT
27	11/11/11	ISSUE FOR PERMIT
28	11/11/11	ISSUE FOR PERMIT
29	11/11/11	ISSUE FOR PERMIT
30	11/11/11	ISSUE FOR PERMIT
31	11/11/11	ISSUE FOR PERMIT
32	11/11/11	ISSUE FOR PERMIT
33	11/11/11	ISSUE FOR PERMIT
34	11/11/11	ISSUE FOR PERMIT
35	11/11/11	ISSUE FOR PERMIT
36	11/11/11	ISSUE FOR PERMIT
37	11/11/11	ISSUE FOR PERMIT
38	11/11/11	ISSUE FOR PERMIT
39	11/11/11	ISSUE FOR PERMIT
40	11/11/11	ISSUE FOR PERMIT
41	11/11/11	ISSUE FOR PERMIT
42	11/11/11	ISSUE FOR PERMIT
43	11/11/11	ISSUE FOR PERMIT
44	11/11/11	ISSUE FOR PERMIT
45	11/11/11	ISSUE FOR PERMIT
46	11/11/11	ISSUE FOR PERMIT
47	11/11/11	ISSUE FOR PERMIT
48	11/11/11	ISSUE FOR PERMIT
49	11/11/11	ISSUE FOR PERMIT
50	11/11/11	ISSUE FOR PERMIT
51	11/11/11	ISSUE FOR PERMIT
52	11/11/11	ISSUE FOR PERMIT
53	11/11/11	ISSUE FOR PERMIT
54	11/11/11	ISSUE FOR PERMIT
55	11/11/11	ISSUE FOR PERMIT
56	11/11/11	ISSUE FOR PERMIT
57	11/11/11	ISSUE FOR PERMIT
58	11/11/11	ISSUE FOR PERMIT
59	11/11/11	ISSUE FOR PERMIT
60	11/11/11	ISSUE FOR PERMIT
61	11/11/11	ISSUE FOR PERMIT
62	11/11/11	ISSUE FOR PERMIT
63	11/11/11	ISSUE FOR PERMIT
64	11/11/11	ISSUE FOR PERMIT
65	11/11/11	ISSUE FOR PERMIT
66	11/11/11	ISSUE FOR PERMIT
67	11/11/11	ISSUE FOR PERMIT
68	11/11/11	ISSUE FOR PERMIT
69	11/11/11	ISSUE FOR PERMIT
70	11/11/11	ISSUE FOR PERMIT
71	11/11/11	ISSUE FOR PERMIT
72	11/11/11	ISSUE FOR PERMIT
73	11/11/11	ISSUE FOR PERMIT
74	11/11/11	ISSUE FOR PERMIT
75	11/11/11	ISSUE FOR PERMIT
76	11/11/11	ISSUE FOR PERMIT
77	11/11/11	ISSUE FOR PERMIT
78	11/11/11	ISSUE FOR PERMIT
79	11/11/11	ISSUE FOR PERMIT
80	11/11/11	ISSUE FOR PERMIT
81	11/11/11	ISSUE FOR PERMIT
82	11/11/11	ISSUE FOR PERMIT
83	11/11/11	ISSUE FOR PERMIT
84	11/11/11	ISSUE FOR PERMIT
85	11/11/11	ISSUE FOR PERMIT
86	11/11/11	ISSUE FOR PERMIT
87	11/11/11	ISSUE FOR PERMIT
88	11/11/11	ISSUE FOR PERMIT
89	11/11/11	ISSUE FOR PERMIT
90	11/11/11	ISSUE FOR PERMIT
91	11/11/11	ISSUE FOR PERMIT
92	11/11/11	ISSUE FOR PERMIT
93	11/11/11	ISSUE FOR PERMIT
94	11/11/11	ISSUE FOR PERMIT
95	11/11/11	ISSUE FOR PERMIT
96	11/11/11	ISSUE FOR PERMIT
97	11/11/11	ISSUE FOR PERMIT
98	11/11/11	ISSUE FOR PERMIT
99	11/11/11	ISSUE FOR PERMIT
100	11/11/11	ISSUE FOR PERMIT

SPECIFICS OF PARKING STALL PLAN IS IN PROCESS AND MAY BE ADJUSTED

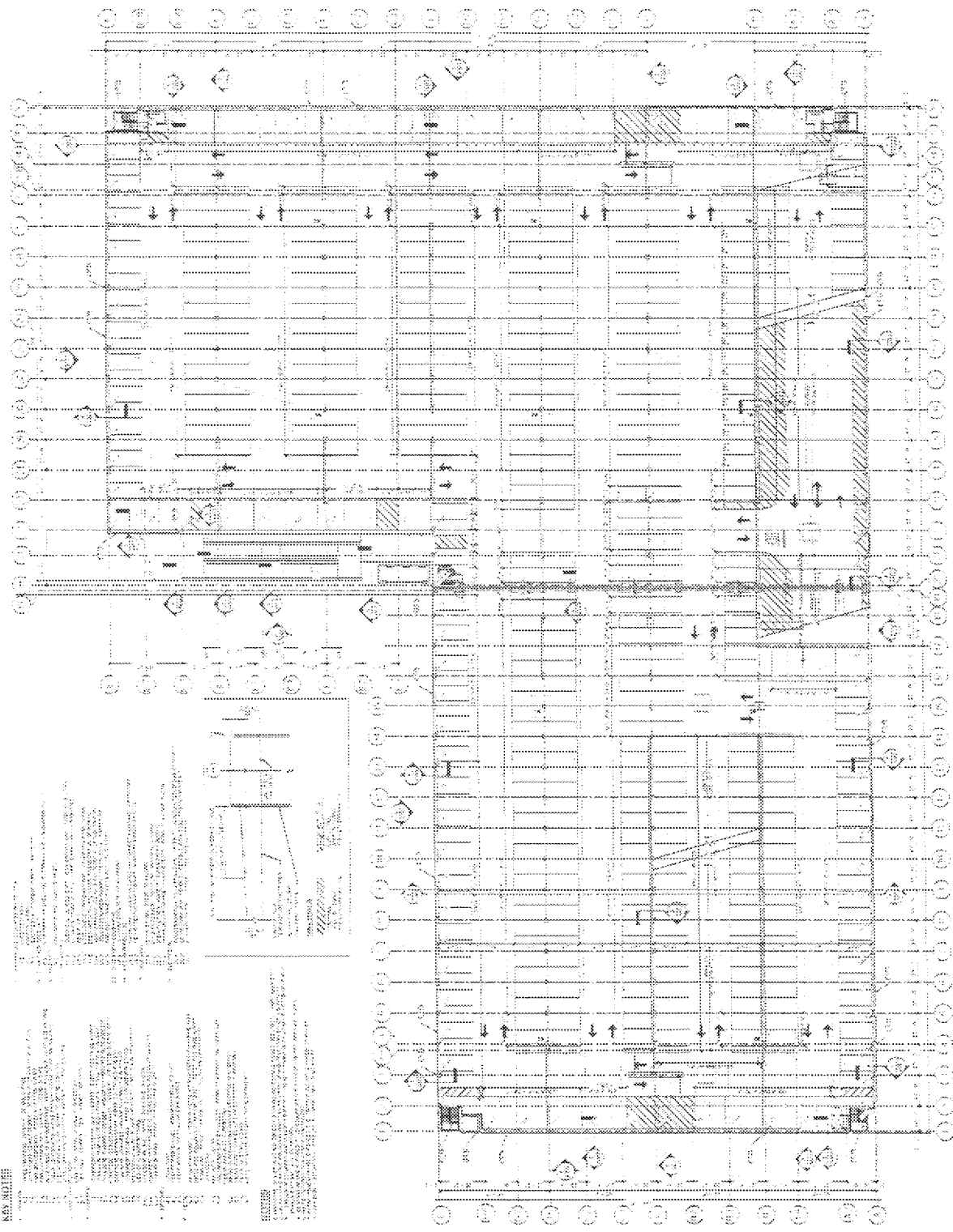


INLEWOOD BASKETBALL & ENTERTAINMENT
CENTER PARKING STRUCTURE
INLEWOOD, ILLINOIS

DATE	
PROJECT NO.	
SCALE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
APPROVED BY	

A203

PROJECT SHEET 01 OF 11



TIER 03 FLOOR PLAN

SUPPLEMENT OF PARKING SHALL EXIST IN ALL OTHER PROGRESS AND DRAWINGS
ADJUSTED

NOTES:

1. REFER TO ARCHITECTURAL DRAWINGS FOR ALL OTHER NOTES.
2. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
4. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE LOCAL BUILDING DEPARTMENT.
5. ALL CONCRETE SHALL BE 4000 PSI COMPRESSIVE STRENGTH.
6. ALL STEEL SHALL BE A36 STEEL UNLESS OTHERWISE NOTED.
7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
8. ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE (IMC).
9. ALL FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

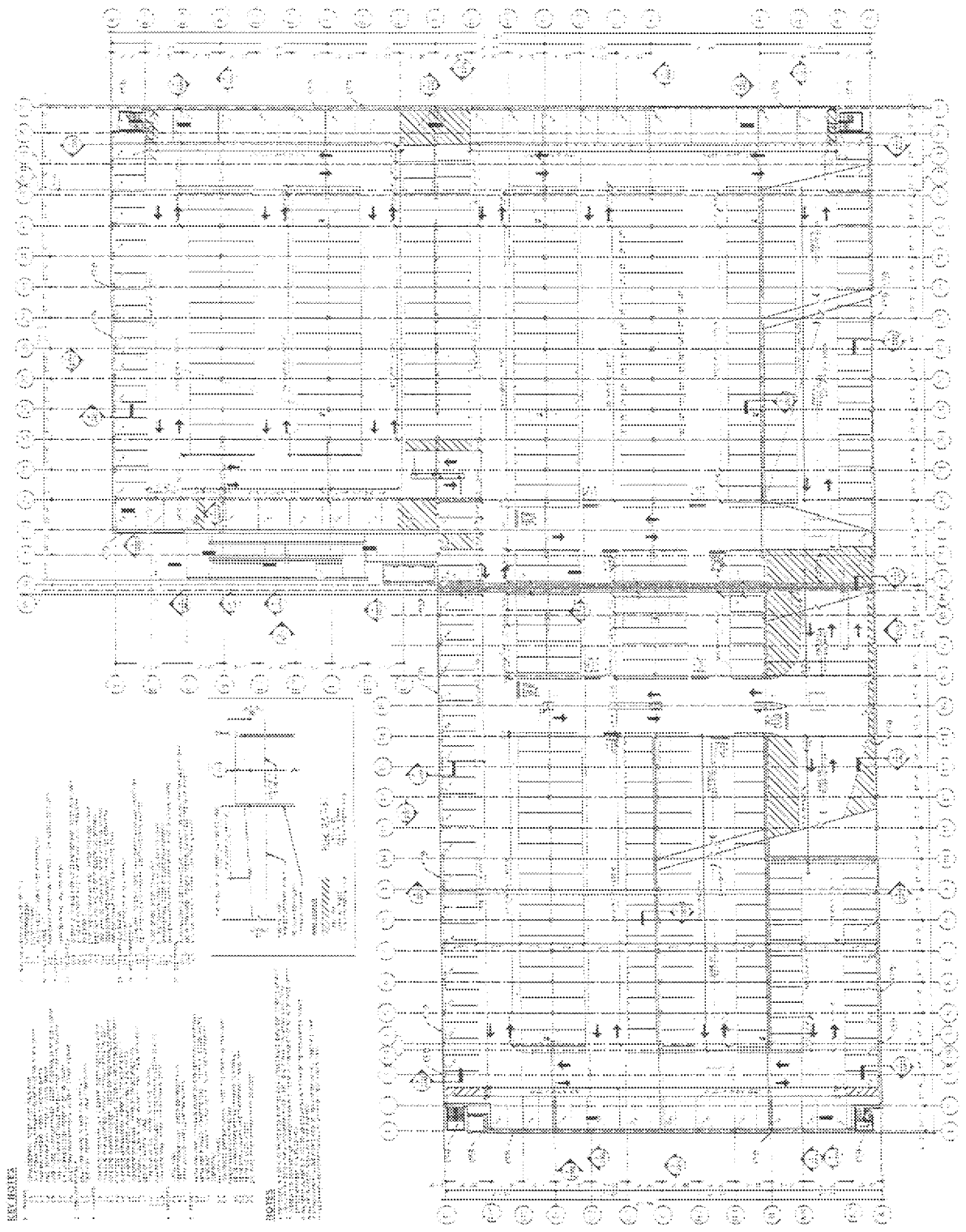


INGLWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 2800 W. UNIVERSITY BLVD. MIAMI, FL 33135

DATE	DESCRIPTION

TIER 1M FLOOR PLAN
 PROJECT NO. 13-1001
 SHEET NO. A204
 DATE 06/24/13

REVISIONS: SEE SCHEDULE



TIER 1M FLOOR PLAN

SPECIFICS OF PARKING STALL FURNISH & FINISHES SHOULD BE
 REQUESTED

REVISIONS:

NO.	DATE	DESCRIPTION
1	06/24/13	ISSUED FOR PERMITS
2	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
3	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
4	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
5	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
6	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
7	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
8	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
9	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
10	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
11	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
12	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
13	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
14	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
15	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
16	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
17	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
18	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
19	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
20	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
21	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
22	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
23	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
24	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
25	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
26	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
27	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
28	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
29	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
30	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
31	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
32	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
33	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
34	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
35	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
36	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
37	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
38	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
39	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
40	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
41	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
42	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
43	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
44	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
45	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
46	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
47	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
48	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
49	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
50	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
51	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
52	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
53	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
54	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
55	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
56	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
57	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
58	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
59	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
60	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
61	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
62	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
63	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
64	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
65	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
66	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
67	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
68	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
69	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
70	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
71	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
72	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
73	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
74	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
75	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
76	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
77	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
78	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
79	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
80	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
81	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
82	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
83	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
84	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
85	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
86	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
87	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
88	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
89	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
90	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
91	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
92	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
93	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
94	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
95	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
96	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
97	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
98	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
99	06/24/13	REVISED TO REFLECT PERMITS COMMENTS
100	06/24/13	REVISED TO REFLECT PERMITS COMMENTS

NOTES:

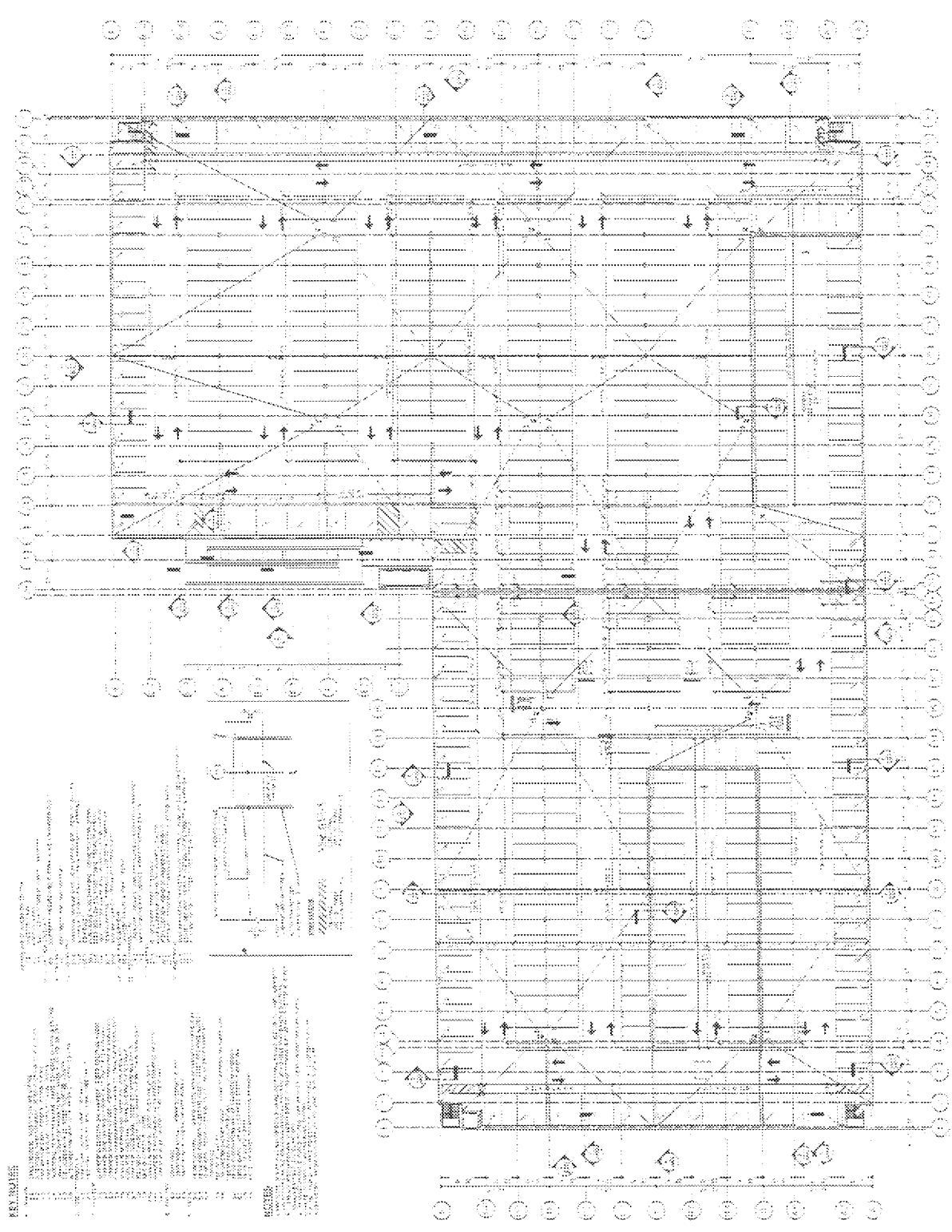
- ALL DIMENSIONS ARE IN FEET AND INCHES. UNLESS OTHERWISE NOTED, DIMENSIONS ARE TO FACE.
- REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
- REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR SYSTEMS AND EQUIPMENT.
- REFER TO PERMITS FOR ANY SPECIFIC REQUIREMENTS.
- REFER TO SCHEDULE FOR FINISHES AND MATERIALS.



UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
 INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE

Project No.	
Sheet No.	
Date	
Scale	
Author	
Checker	
Appr.	

TYPE III FLOOR PLAN
 A206
 REVISIONS: SEE PAGE 1112



1st FLOOR PLAN

REVISIONS

NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

SPECIFICS OF ENGINEER'S STATE PLANS IN PROCESS AND MAY BE ADJUSTED



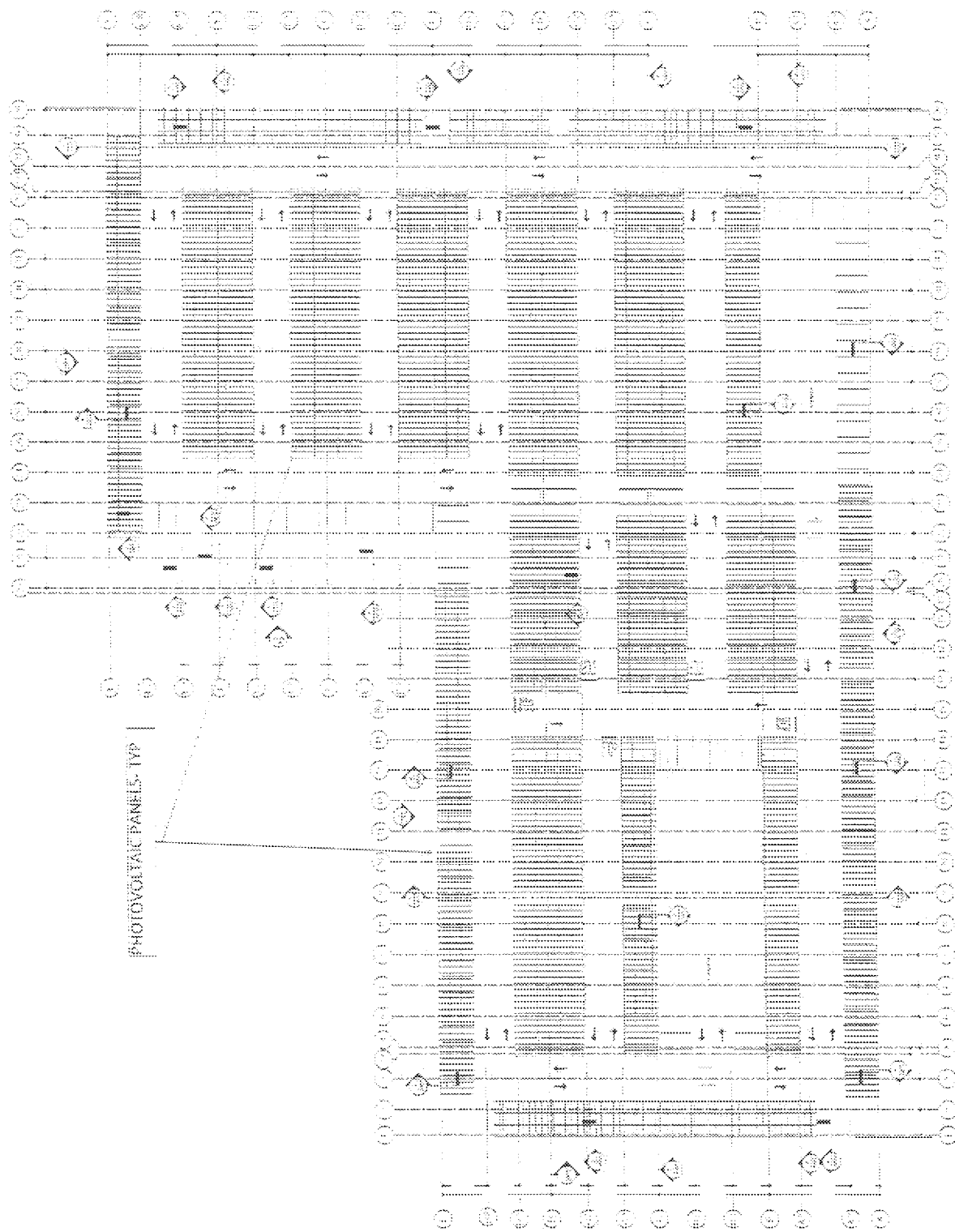
INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 1000 W. CALLETA AVENUE
 URBANA, ILLINOIS

THIS IS THE PARKING FLOOR PLAN

DATE:	10/11/11
PROJECT:	INCLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
SCALE:	AS SHOWN
DRAWN BY:	JRS
CHECKED BY:	JRS
DATE:	10/11/11

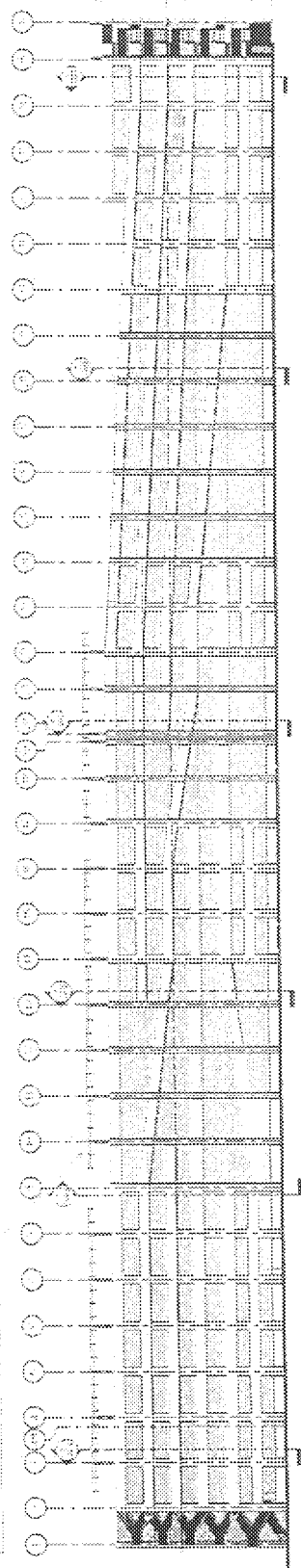
A207

PREPARED BY: JRS



THIS IS THE FLOOR PLAN

UNIVERSITY OF ILLINOIS
DEPARTMENT OF ARCHITECTURE



PHOTOVOLTAIC PANEL - TYP

(1) WEST ELEVATION

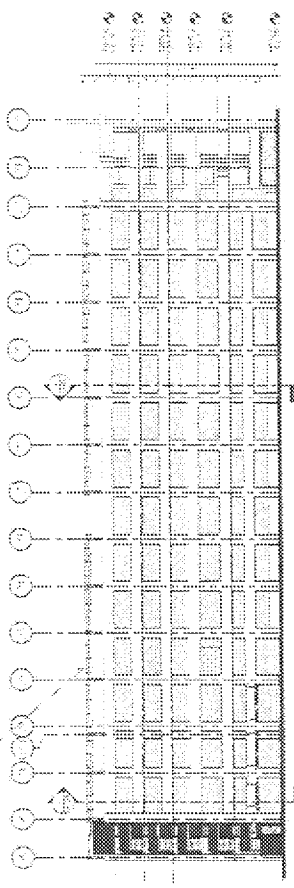
PHOTOVOLTAIC PANEL - TYP

SECTION

SECTION 1
 PHOTOVOLTAIC PANEL - TYP
 1. PANEL TYPE: MONOCRYSTALLINE SILICON
 2. PANEL SIZE: 1.65m x 1.0m
 3. PANEL WEIGHT: 22kg
 4. PANEL TILT: 15 DEGREES
 5. PANEL SPACING: 10mm
 6. PANEL MOUNTING: ALUMINUM RAILS
 7. PANEL CONNECTION: MC4 CONNECTORS
 8. PANEL PROTECTION: POLYMER LAMINATE
 9. PANEL FRAME: ALUMINUM ANODIZED
 10. PANEL GLASS: 3mm TINTED GLASS

SECTION 2
 PHOTOVOLTAIC PANEL - TYP
 1. PANEL TYPE: MONOCRYSTALLINE SILICON
 2. PANEL SIZE: 1.65m x 1.0m
 3. PANEL WEIGHT: 22kg
 4. PANEL TILT: 15 DEGREES
 5. PANEL SPACING: 10mm
 6. PANEL MOUNTING: ALUMINUM RAILS
 7. PANEL CONNECTION: MC4 CONNECTORS
 8. PANEL PROTECTION: POLYMER LAMINATE
 9. PANEL FRAME: ALUMINUM ANODIZED
 10. PANEL GLASS: 3mm TINTED GLASS

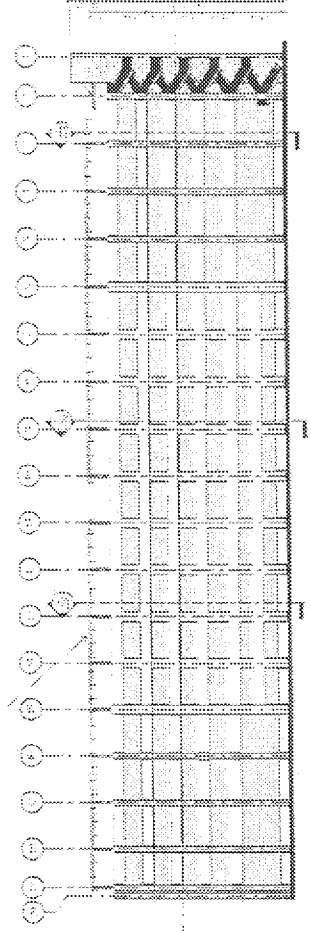
UNIVERSITY OF ILLINOIS
DEPARTMENT OF ARCHITECTURE
NAGLEWOOD BASEBALL & ENTERTAINMENT
CENTER PARKING STRUCTURE



(2) WEST ELEVATION

PHOTOVOLTAIC PANEL - TYP

UNIVERSITY OF ILLINOIS
DEPARTMENT OF ARCHITECTURE



(3) WEST ELEVATION

AS02
 PHOTOVOLTAIC PANEL - TYP

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

EAST PARKING GARAGE

JUNE 04, 2020

AECOM

PROJECT:
 CONSULTING ENGINEER &
 ARCHITECT



DATE: 01/20/2014

PROJECT NO.: 14-0000000000

PROJECT NAME: [illegible]

PROJECT LOCATION: [illegible]

PROJECT DESCRIPTION: [illegible]

PROJECT PHASE: [illegible]

PROJECT STATUS: [illegible]

PROJECT OWNER: [illegible]

PROJECT CONTACT: [illegible]

PROJECT ADDRESS: [illegible]

PROJECT PHONE: [illegible]

PROJECT FAX: [illegible]

PROJECT WEBSITE: [illegible]

PROJECT EMAIL: [illegible]

PROJECT URL: [illegible]

PROJECT MAP: [illegible]

PROJECT PLAN: [illegible]

PROJECT SHEET: [illegible]

PROJECT SCALE: [illegible]

PROJECT DATE: [illegible]

PROJECT TIME: [illegible]

PROJECT LOCATION: [illegible]

PROJECT STATUS: [illegible]

PROJECT OWNER: [illegible]

PROJECT CONTACT: [illegible]

PROJECT ADDRESS: [illegible]

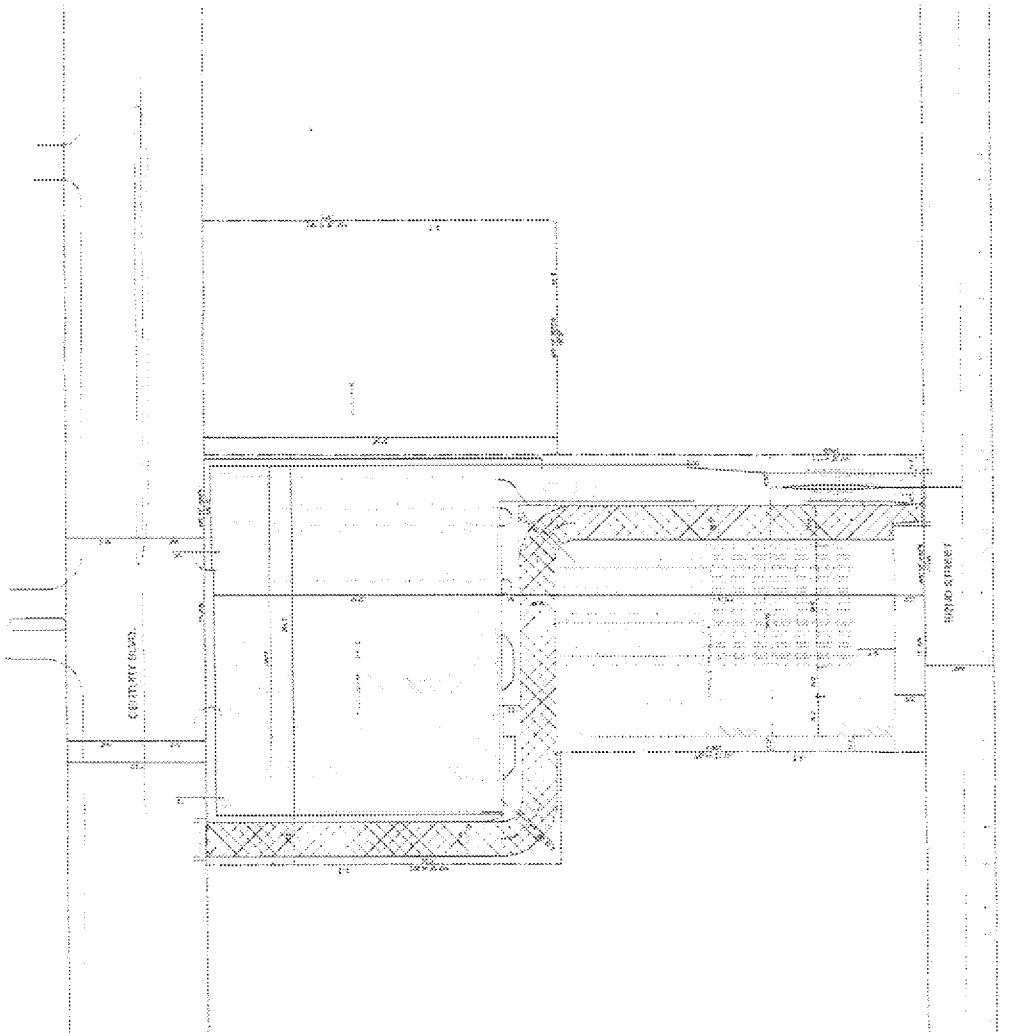
PROJECT PHONE: [illegible]

PROJECT FAX: [illegible]

PROJECT WEBSITE: [illegible]

PROJECT EMAIL: [illegible]

PROJECT URL: [illegible]



EAST PARKING STRUCTURE

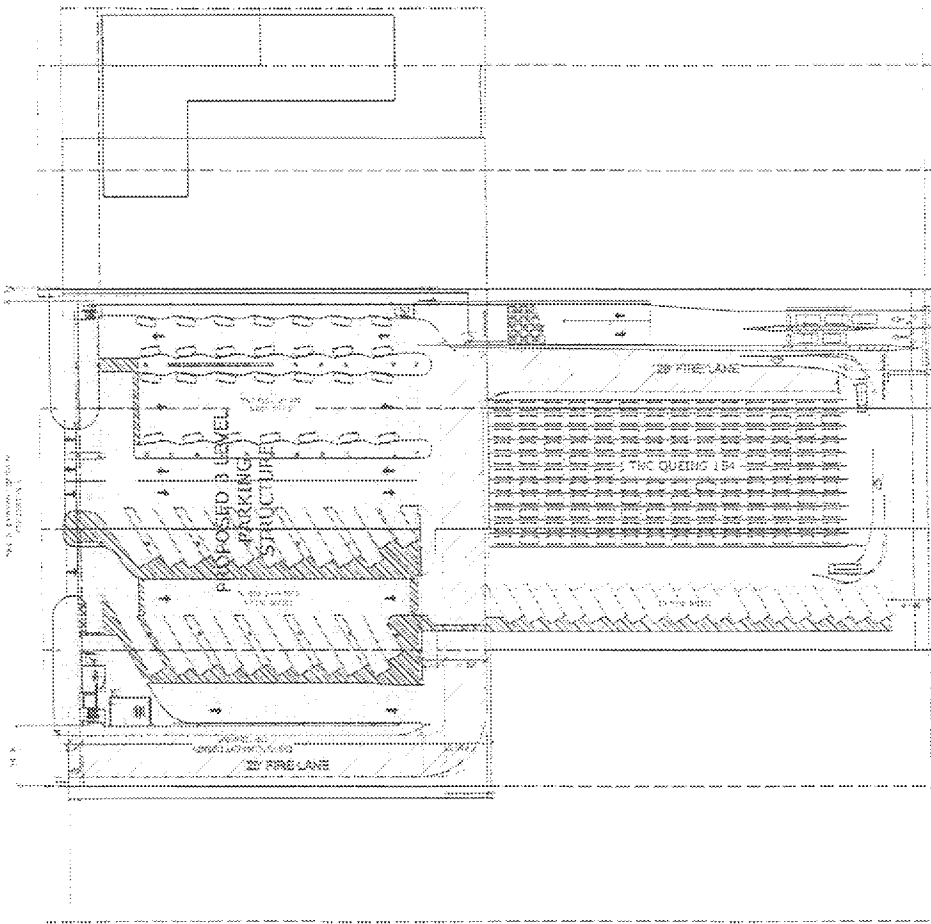


LEGEND

[Symbol]	Area to be paved
[Symbol]	Proposed parking lot
[Symbol]	Proposed parking spaces
[Symbol]	Proposed parking structure

1-C202

CENTURY BLVD.



TRANSPORTATION ST.

OVERALL SITE PLAN



NOLWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE

GENERAL NOTES

NO.	DESCRIPTION
1	SEE SHEET A101 FOR GENERAL NOTES
2	SEE SHEET A102 FOR GENERAL NOTES
3	SEE SHEET A103 FOR GENERAL NOTES
4	SEE SHEET A104 FOR GENERAL NOTES
5	SEE SHEET A105 FOR GENERAL NOTES
6	SEE SHEET A106 FOR GENERAL NOTES
7	SEE SHEET A107 FOR GENERAL NOTES
8	SEE SHEET A108 FOR GENERAL NOTES
9	SEE SHEET A109 FOR GENERAL NOTES
10	SEE SHEET A110 FOR GENERAL NOTES
11	SEE SHEET A111 FOR GENERAL NOTES
12	SEE SHEET A112 FOR GENERAL NOTES
13	SEE SHEET A113 FOR GENERAL NOTES
14	SEE SHEET A114 FOR GENERAL NOTES
15	SEE SHEET A115 FOR GENERAL NOTES
16	SEE SHEET A116 FOR GENERAL NOTES
17	SEE SHEET A117 FOR GENERAL NOTES
18	SEE SHEET A118 FOR GENERAL NOTES
19	SEE SHEET A119 FOR GENERAL NOTES
20	SEE SHEET A120 FOR GENERAL NOTES
21	SEE SHEET A121 FOR GENERAL NOTES
22	SEE SHEET A122 FOR GENERAL NOTES
23	SEE SHEET A123 FOR GENERAL NOTES
24	SEE SHEET A124 FOR GENERAL NOTES
25	SEE SHEET A125 FOR GENERAL NOTES
26	SEE SHEET A126 FOR GENERAL NOTES
27	SEE SHEET A127 FOR GENERAL NOTES
28	SEE SHEET A128 FOR GENERAL NOTES
29	SEE SHEET A129 FOR GENERAL NOTES
30	SEE SHEET A130 FOR GENERAL NOTES
31	SEE SHEET A131 FOR GENERAL NOTES
32	SEE SHEET A132 FOR GENERAL NOTES
33	SEE SHEET A133 FOR GENERAL NOTES
34	SEE SHEET A134 FOR GENERAL NOTES
35	SEE SHEET A135 FOR GENERAL NOTES
36	SEE SHEET A136 FOR GENERAL NOTES
37	SEE SHEET A137 FOR GENERAL NOTES
38	SEE SHEET A138 FOR GENERAL NOTES
39	SEE SHEET A139 FOR GENERAL NOTES
40	SEE SHEET A140 FOR GENERAL NOTES
41	SEE SHEET A141 FOR GENERAL NOTES
42	SEE SHEET A142 FOR GENERAL NOTES
43	SEE SHEET A143 FOR GENERAL NOTES
44	SEE SHEET A144 FOR GENERAL NOTES
45	SEE SHEET A145 FOR GENERAL NOTES
46	SEE SHEET A146 FOR GENERAL NOTES
47	SEE SHEET A147 FOR GENERAL NOTES
48	SEE SHEET A148 FOR GENERAL NOTES
49	SEE SHEET A149 FOR GENERAL NOTES
50	SEE SHEET A150 FOR GENERAL NOTES
51	SEE SHEET A151 FOR GENERAL NOTES
52	SEE SHEET A152 FOR GENERAL NOTES
53	SEE SHEET A153 FOR GENERAL NOTES
54	SEE SHEET A154 FOR GENERAL NOTES
55	SEE SHEET A155 FOR GENERAL NOTES
56	SEE SHEET A156 FOR GENERAL NOTES
57	SEE SHEET A157 FOR GENERAL NOTES
58	SEE SHEET A158 FOR GENERAL NOTES
59	SEE SHEET A159 FOR GENERAL NOTES
60	SEE SHEET A160 FOR GENERAL NOTES
61	SEE SHEET A161 FOR GENERAL NOTES
62	SEE SHEET A162 FOR GENERAL NOTES
63	SEE SHEET A163 FOR GENERAL NOTES
64	SEE SHEET A164 FOR GENERAL NOTES
65	SEE SHEET A165 FOR GENERAL NOTES
66	SEE SHEET A166 FOR GENERAL NOTES
67	SEE SHEET A167 FOR GENERAL NOTES
68	SEE SHEET A168 FOR GENERAL NOTES
69	SEE SHEET A169 FOR GENERAL NOTES
70	SEE SHEET A170 FOR GENERAL NOTES
71	SEE SHEET A171 FOR GENERAL NOTES
72	SEE SHEET A172 FOR GENERAL NOTES
73	SEE SHEET A173 FOR GENERAL NOTES
74	SEE SHEET A174 FOR GENERAL NOTES
75	SEE SHEET A175 FOR GENERAL NOTES
76	SEE SHEET A176 FOR GENERAL NOTES
77	SEE SHEET A177 FOR GENERAL NOTES
78	SEE SHEET A178 FOR GENERAL NOTES
79	SEE SHEET A179 FOR GENERAL NOTES
80	SEE SHEET A180 FOR GENERAL NOTES
81	SEE SHEET A181 FOR GENERAL NOTES
82	SEE SHEET A182 FOR GENERAL NOTES
83	SEE SHEET A183 FOR GENERAL NOTES
84	SEE SHEET A184 FOR GENERAL NOTES
85	SEE SHEET A185 FOR GENERAL NOTES
86	SEE SHEET A186 FOR GENERAL NOTES
87	SEE SHEET A187 FOR GENERAL NOTES
88	SEE SHEET A188 FOR GENERAL NOTES
89	SEE SHEET A189 FOR GENERAL NOTES
90	SEE SHEET A190 FOR GENERAL NOTES
91	SEE SHEET A191 FOR GENERAL NOTES
92	SEE SHEET A192 FOR GENERAL NOTES
93	SEE SHEET A193 FOR GENERAL NOTES
94	SEE SHEET A194 FOR GENERAL NOTES
95	SEE SHEET A195 FOR GENERAL NOTES
96	SEE SHEET A196 FOR GENERAL NOTES
97	SEE SHEET A197 FOR GENERAL NOTES
98	SEE SHEET A198 FOR GENERAL NOTES
99	SEE SHEET A199 FOR GENERAL NOTES
100	SEE SHEET A200 FOR GENERAL NOTES

SPECIFICS OF DIMENSIONS SHALL BE ADJUSTED AS NECESSARY



A101

DATE: 11/11/2011

TIME: 10:00 AM

PROJECT: NOLWOOD BASKETBALL & ENTERTAINMENT CENTER

SHEET: A101

SCALE: AS SHOWN

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

DATE: 11/11/2011

TIME: 10:00 AM

PROJECT: NOLWOOD BASKETBALL & ENTERTAINMENT CENTER

SHEET: A101

SCALE: AS SHOWN

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

DATE: 11/11/2011

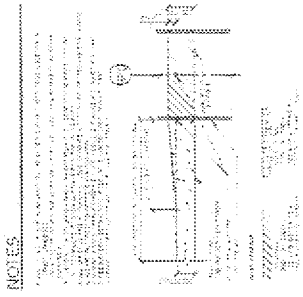
TIME: 10:00 AM



NOLANWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE

2008 P. FLOOR PLAN
A201

REV. NOTES
1. SEE SHEET A200 FOR GENERAL NOTES AND SPECIFICATIONS.
2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
4. VERIFY ALL FIELD CONDITIONS PRIOR TO CONSTRUCTION.
5. MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES.
6. PROTECT ALL ADJACENT AREAS AND STRUCTURES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORD DRAWINGS THROUGHOUT THE PROJECT.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING UTILITIES AND STRUCTURES.
12. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND LOCAL AUTHORITIES.
13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES.
14. PROTECT ALL ADJACENT AREAS AND STRUCTURES.
15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
17. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORD DRAWINGS THROUGHOUT THE PROJECT.
18. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING UTILITIES AND STRUCTURES.
20. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND LOCAL AUTHORITIES.

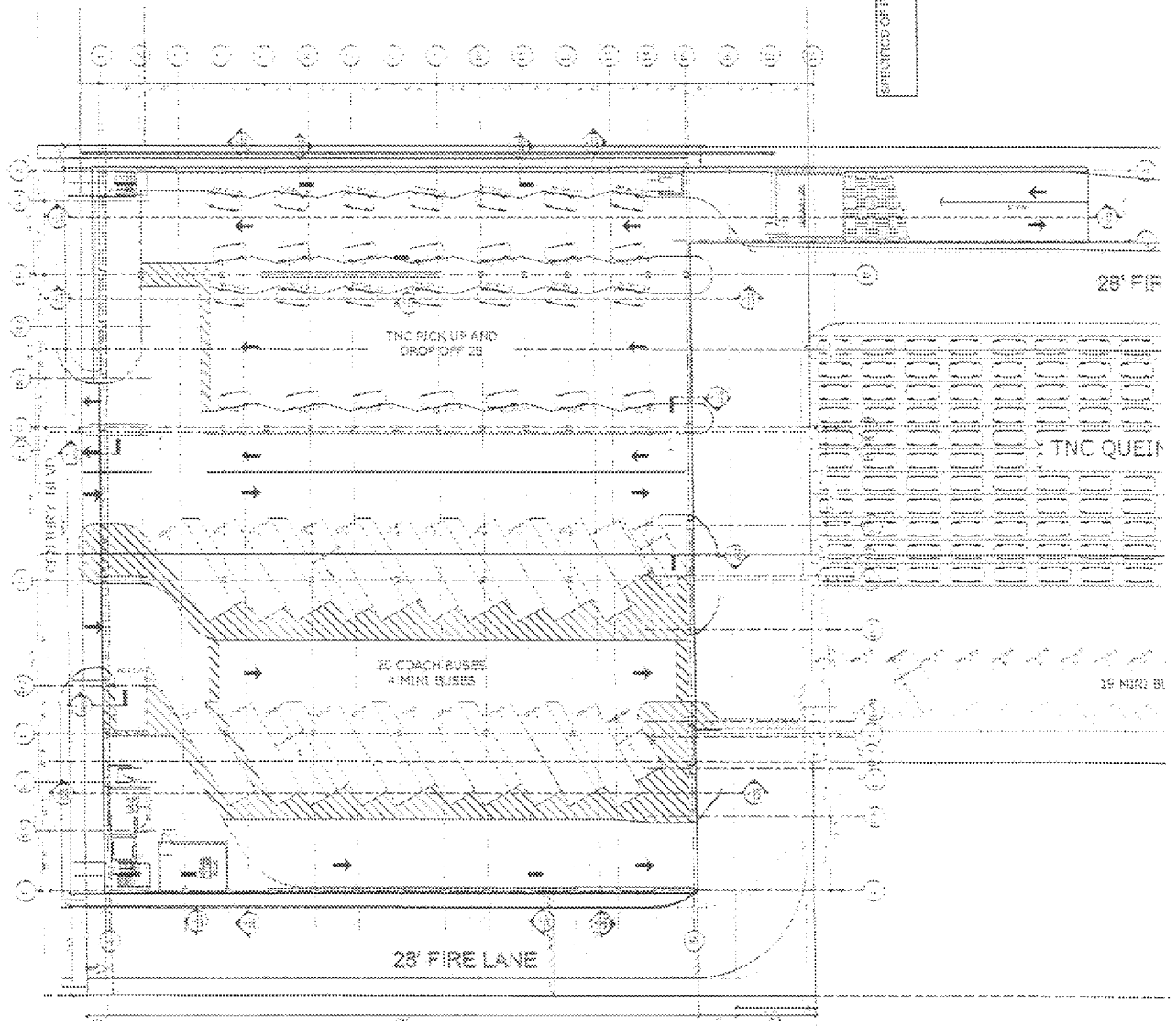


SPECIFICS OF PARKING STALL PLANS IN PROCESS AND MAY BE ADJUSTED



2008 P. FLOOR PLAN

REVISED: 01/2011





NORWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE

NO. 17	FLOOR PLAN
DATE	
SCALE	
DRAWN BY	
CHECKED BY	
PROJECT NO.	A202

KEY NOTES

- 1. REFER TO SHEET A201 FOR GENERAL NOTES AND SPECIFICATIONS.
- 2. REFER TO SHEET A202 FOR GENERAL NOTES AND SPECIFICATIONS.
- 3. REFER TO SHEET A203 FOR GENERAL NOTES AND SPECIFICATIONS.
- 4. REFER TO SHEET A204 FOR GENERAL NOTES AND SPECIFICATIONS.
- 5. REFER TO SHEET A205 FOR GENERAL NOTES AND SPECIFICATIONS.
- 6. REFER TO SHEET A206 FOR GENERAL NOTES AND SPECIFICATIONS.
- 7. REFER TO SHEET A207 FOR GENERAL NOTES AND SPECIFICATIONS.
- 8. REFER TO SHEET A208 FOR GENERAL NOTES AND SPECIFICATIONS.
- 9. REFER TO SHEET A209 FOR GENERAL NOTES AND SPECIFICATIONS.
- 10. REFER TO SHEET A210 FOR GENERAL NOTES AND SPECIFICATIONS.
- 11. REFER TO SHEET A211 FOR GENERAL NOTES AND SPECIFICATIONS.
- 12. REFER TO SHEET A212 FOR GENERAL NOTES AND SPECIFICATIONS.
- 13. REFER TO SHEET A213 FOR GENERAL NOTES AND SPECIFICATIONS.
- 14. REFER TO SHEET A214 FOR GENERAL NOTES AND SPECIFICATIONS.
- 15. REFER TO SHEET A215 FOR GENERAL NOTES AND SPECIFICATIONS.
- 16. REFER TO SHEET A216 FOR GENERAL NOTES AND SPECIFICATIONS.
- 17. REFER TO SHEET A217 FOR GENERAL NOTES AND SPECIFICATIONS.
- 18. REFER TO SHEET A218 FOR GENERAL NOTES AND SPECIFICATIONS.
- 19. REFER TO SHEET A219 FOR GENERAL NOTES AND SPECIFICATIONS.
- 20. REFER TO SHEET A220 FOR GENERAL NOTES AND SPECIFICATIONS.

NOTES

- 1. REFER TO SHEET A201 FOR GENERAL NOTES AND SPECIFICATIONS.
- 2. REFER TO SHEET A202 FOR GENERAL NOTES AND SPECIFICATIONS.
- 3. REFER TO SHEET A203 FOR GENERAL NOTES AND SPECIFICATIONS.
- 4. REFER TO SHEET A204 FOR GENERAL NOTES AND SPECIFICATIONS.
- 5. REFER TO SHEET A205 FOR GENERAL NOTES AND SPECIFICATIONS.
- 6. REFER TO SHEET A206 FOR GENERAL NOTES AND SPECIFICATIONS.
- 7. REFER TO SHEET A207 FOR GENERAL NOTES AND SPECIFICATIONS.
- 8. REFER TO SHEET A208 FOR GENERAL NOTES AND SPECIFICATIONS.
- 9. REFER TO SHEET A209 FOR GENERAL NOTES AND SPECIFICATIONS.
- 10. REFER TO SHEET A210 FOR GENERAL NOTES AND SPECIFICATIONS.
- 11. REFER TO SHEET A211 FOR GENERAL NOTES AND SPECIFICATIONS.
- 12. REFER TO SHEET A212 FOR GENERAL NOTES AND SPECIFICATIONS.
- 13. REFER TO SHEET A213 FOR GENERAL NOTES AND SPECIFICATIONS.
- 14. REFER TO SHEET A214 FOR GENERAL NOTES AND SPECIFICATIONS.
- 15. REFER TO SHEET A215 FOR GENERAL NOTES AND SPECIFICATIONS.
- 16. REFER TO SHEET A216 FOR GENERAL NOTES AND SPECIFICATIONS.
- 17. REFER TO SHEET A217 FOR GENERAL NOTES AND SPECIFICATIONS.
- 18. REFER TO SHEET A218 FOR GENERAL NOTES AND SPECIFICATIONS.
- 19. REFER TO SHEET A219 FOR GENERAL NOTES AND SPECIFICATIONS.
- 20. REFER TO SHEET A220 FOR GENERAL NOTES AND SPECIFICATIONS.

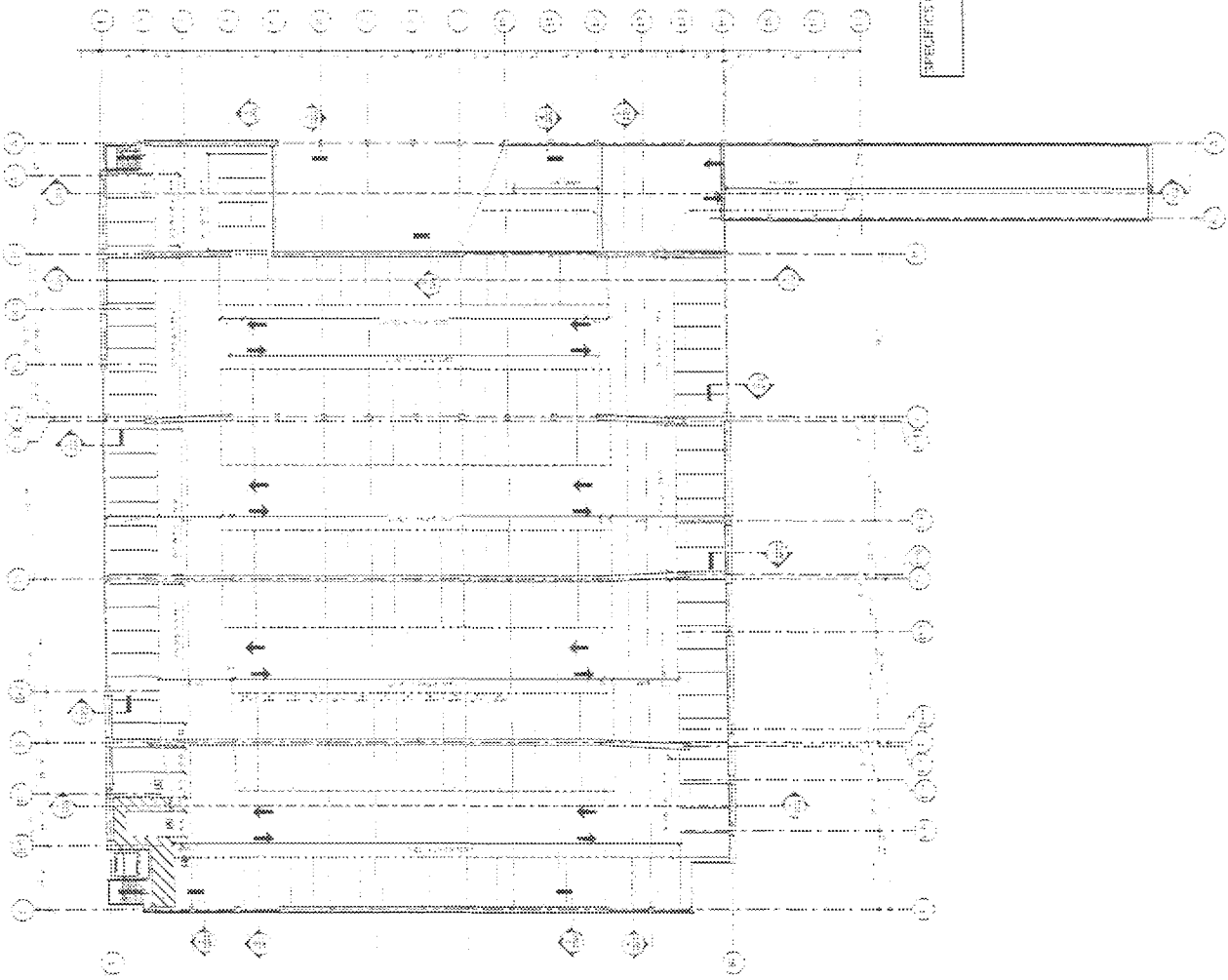


SPECIFICS OF PARKING STALL PLANS IN PROGRESS AND MAY BE ADJUSTED.



TIER 12 FLOOR PLAN

PLANSHEET A202 (1)





INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 GENERAL NOTES

DATE	DESCRIPTION

A203

PROJECT NO. 15-001

KEY NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES AND REGULATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.

5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

6. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

7. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CHANGES AND REVISIONS.

8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND UTILITIES.

10. ALL MATERIALS SHALL BE STORED AND HANDLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

11. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND SAFE WORK SITE AT ALL TIMES.

12. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND UTILITIES.

2. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

3. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CHANGES AND REVISIONS.

4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

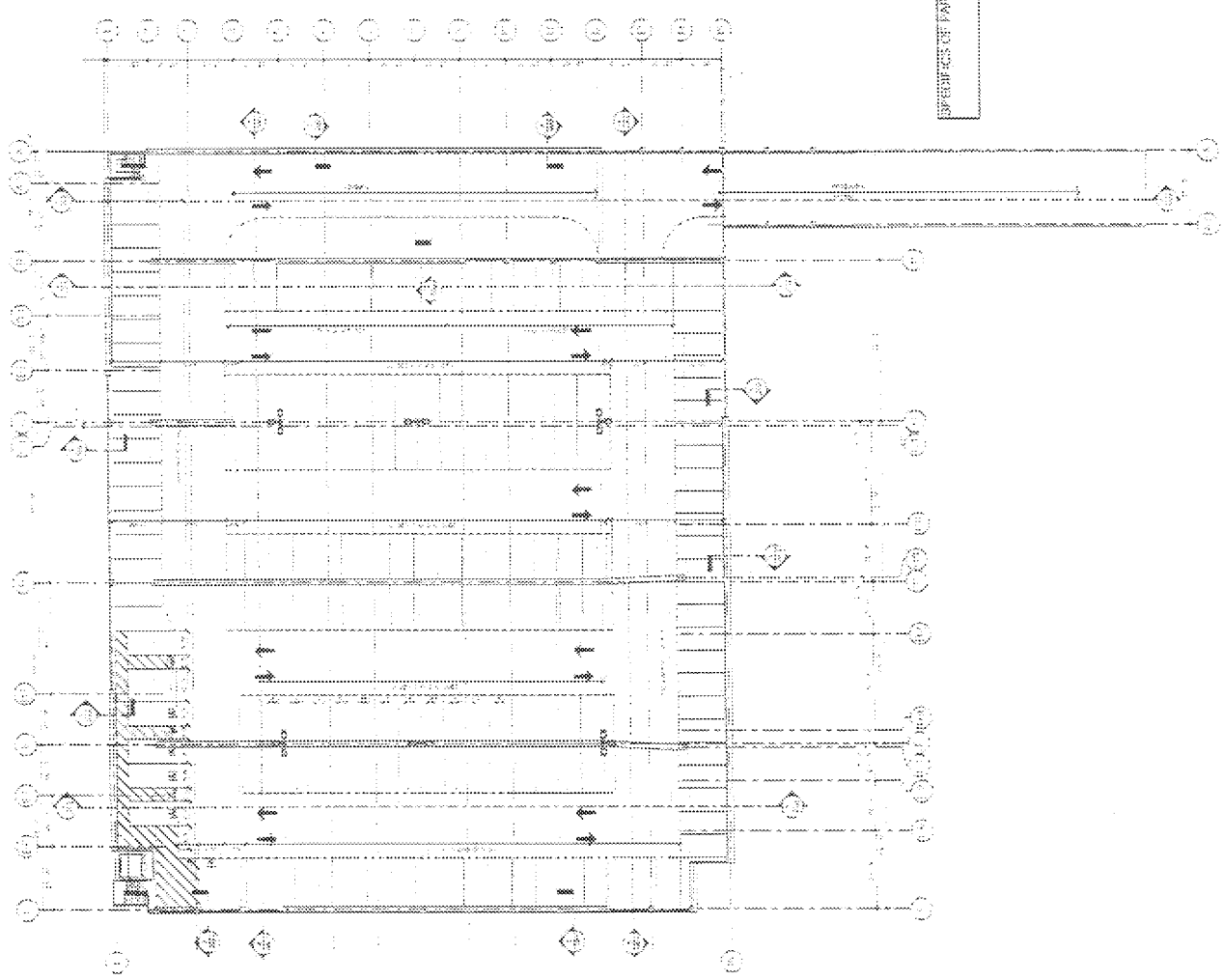
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND UTILITIES.



SPECIFICS OF PARKING STALL PLACES & PROCESSES ARE TO BE ADVISED



FLOOR PLAN



INLANDWOOD SAKS/STBALL & ENTERTAINMENT CENTER PARKING STRUCTURE

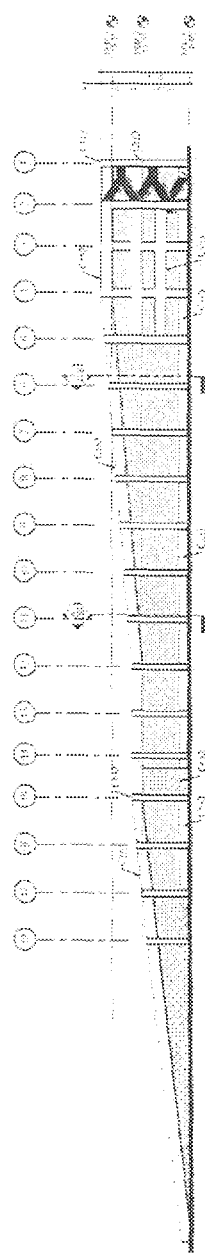
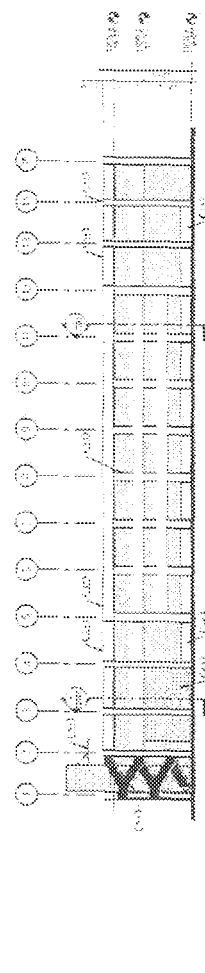
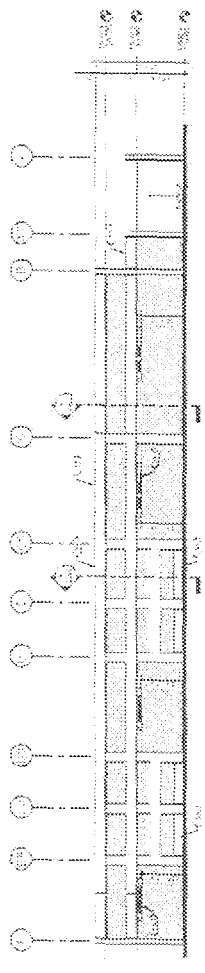
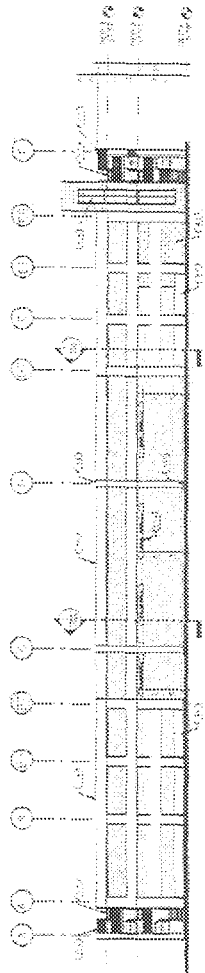


DATE	DESCRIPTION
10/15/11	ISSUE FOR PERMITTING
10/15/11	ISSUE FOR PERMITTING
10/15/11	ISSUE FOR PERMITTING
10/15/11	ISSUE FOR PERMITTING



NOTES

1. SEE ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
2. ALL CONCRETE SHALL BE 4000 PSI STRENGTH.
3. ALL STEEL SHALL BE A36.
4. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
5. REFER TO STRUCTURAL DRAWINGS FOR MEMBER SIZES AND CONNECTIONS.
6. ALL FOUNDATIONS SHALL BE ON FIRM GROUND UNLESS OTHERWISE NOTED.
7. ALL ELEVATIONS ARE TO FINISH SURFACE UNLESS OTHERWISE NOTED.
8. ALL WALLS SHALL BE 12" THICK UNLESS OTHERWISE NOTED.
9. ALL FLOORS SHALL BE 12" THICK UNLESS OTHERWISE NOTED.
10. ALL ROOFS SHALL BE 12" THICK UNLESS OTHERWISE NOTED.
11. ALL EXTERIOR WALLS SHALL BE FINISHED WITH CONCRETE FORMWORK UNLESS OTHERWISE NOTED.
12. ALL INTERIOR WALLS SHALL BE FINISHED WITH PLASTER UNLESS OTHERWISE NOTED.
13. ALL CEILING SHALL BE FINISHED WITH PLASTER UNLESS OTHERWISE NOTED.
14. ALL FLOORS SHALL BE FINISHED WITH POLISHED CONCRETE UNLESS OTHERWISE NOTED.
15. ALL ROOFS SHALL BE FINISHED WITH POLISHED CONCRETE UNLESS OTHERWISE NOTED.
16. ALL EXTERIOR DOORS SHALL BE 36" WIDE UNLESS OTHERWISE NOTED.
17. ALL INTERIOR DOORS SHALL BE 36" WIDE UNLESS OTHERWISE NOTED.
18. ALL WINDOWS SHALL BE 36" WIDE UNLESS OTHERWISE NOTED.
19. ALL VENTILATION SHALL BE THROUGH ROOF UNLESS OTHERWISE NOTED.
20. ALL ELECTRICAL SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
21. ALL MECHANICAL SHALL BE IN ACCORDANCE WITH THE NATIONAL MECHANICAL CODE.
22. ALL PLUMBING SHALL BE IN ACCORDANCE WITH THE NATIONAL PLUMBING CODE.
23. ALL FIRE PROTECTION SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION.
24. ALL SAFETY SHALL BE IN ACCORDANCE WITH THE NATIONAL SAFETY COUNCIL.
25. ALL ACCESSIBILITY SHALL BE IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT.
26. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE NATIONAL SIGNAGE ASSOCIATION.
27. ALL LIGHTING SHALL BE IN ACCORDANCE WITH THE NATIONAL LIGHTING ASSOCIATION.
28. ALL SOUND SHALL BE IN ACCORDANCE WITH THE NATIONAL SOUND ASSOCIATION.
29. ALL VIBRATION SHALL BE IN ACCORDANCE WITH THE NATIONAL VIBRATION ASSOCIATION.
30. ALL ENVIRONMENTAL SHALL BE IN ACCORDANCE WITH THE NATIONAL ENVIRONMENTAL ASSOCIATION.



ATTACHMENT NO. 7-A

FORM OF PUBLIC USE GRANT DEED FOR CITY PARCELS
WITHIN THE ARENA SITE

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD
Office of the City Manager
One Manchester Blvd., Ninth Floor
Inglewood, CA 90301
Attn: City Manager

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[MURPHY'S BOWL LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan]

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

PUBLIC USE GRANT DEED

[City Parcels – Arena Site]

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," or the "City" hereby grants to MURPHY'S BOWL LLC, a Delaware limited liability company, herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

(1) Said Property is certain real property that is a portion of the real property referred to as the "Project Site" as described in the Disposition and Development Agreement (the "DDA") entered into by and between Grantor and Grantee on _____, 2020. The "Project Site" is comprised of the "Arena Site", the "West Parking Garage Site", the "East Transportation Site" and the "Hotel Site." The DDA is a public document on file in the office of the Inglewood City Clerk. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(2) Said Property is being conveyed pursuant to this Public Use Grant Deed ("Grant Deed") subject to the Public Use Restrictions in Exhibit B, attached hereto, and fully incorporated herein by this reference.

(3) Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (a) construct the Improvements on the Property as required by the DDA; (b) conduct all activities undertaken pursuant to the DDA in conformity with all applicable provisions of the DDA including without limitation the provisions and the limitations of the Scope of Development, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (c) use the Property in conformity with and abide by the covenants and restrictions set forth in this Grant Deed including, but not limited to, the Public Use Restrictions as set forth in Exhibit B; and (d) maintain all buildings, signage, lighting, landscaping, irrigation, architectural elements identifying the Property and any and all other common area of the Improvements on the Property (including sidewalks, paths and other paved areas) in a neat, clean, attractive and safe condition, including removing graffiti within 24 hours from notification. Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the maintenance standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency (except for graffiti, which shall be removed within 24 hours from notification), unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that prior to the recordation of the Release of Construction Covenants as to the Property:

(a) The qualifications and identities of Grantee and its owner are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA with Grantee, and is imposing restrictions upon any Change of Control of Grantee and any Transfer until Grantor issues the Release of Construction Covenants as to the Property. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property, except as expressly set forth herein, or under the DDA, except as expressly set forth therein.

(i) Grantee shall not (i) Transfer the Property, or any portion thereof, or any interest therein, to a third party (a "Transferee") without the prior written approval of Grantor (except for Transfers duly executed and deemed approved by Grantor as provided in the DDA), which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the Grantor, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property, or (ii) effect any Change of Control by any method or means (except as the result of death or incapacity), without the prior written approval of Grantor, provided, however, such approval shall be given within five (5) business days if, in the reasonable

determination of Grantor, Grantee after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property. Grantee shall promptly notify Grantor of any proposed Change in Control.

- (ii) Any Transfer of the Property or any portion thereof or any interest therein, in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, shall entitle Grantor to the Excess Purchase Price resulting from such Transfer in accordance with the terms of the DDA.
 - (iii) Any Change of Control (voluntary or involuntary, except as the result of death or incapacity) of Grantor in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, Grantor will constitute a breach and entitle Grantor to terminate the DDA as to the Property.
 - (iv) The restrictions on a Transfer or Change of Control set forth herein shall terminate upon the recordation of the Release of Construction Covenants as to the Property.
- (b) Representatives of the City shall have a reasonable right of access to Property, upon two (2) business days' prior written notice to Grantee, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof. Representatives of the Grantor shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Grantee. All activities performed on the Property by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Grantee and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by the DDA.
- (c) Grantee shall pay when due all real estate taxes and assessments assessed and levied on or against the Property. Grantee shall not place, or allow to be placed on the Property, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to the DDA or Paragraph (4)(d) below or not otherwise authorized by the Grantor. Grantee shall remove, or shall have removed, any levy or attachment made on the Property, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Grantee from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Grantee in respect thereto.

- (d) Mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Property prior to the recordation of the Release of Construction Covenants as to the Property, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of the DDA. Grantee shall notify Grantor in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for Grantor written approval if Grantee proposes to enter into the same before the recordation of the Release of Construction Covenants as to the Property. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.
 - (e) Prior to the recordation of a Release of Construction Covenants as to the Property, if Grantee, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Property, the Grantor shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Paragraph (4)(e) or the DDA shall require Grantee to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Grantee in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.
 - (f) The covenants of Grantee set forth in this Paragraph (4) shall remain in effect only until a Release of Construction Covenants has been recorded as to the Property.
- (5) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:
- (a) Grantor shall have the right, at its option, which must be exercised, if at all, prior to the cure, to reenter and take possession of the Property hereby conveyed with all Improvements thereon, and to terminate and revert in Grantor the estate hereby conveyed to Grantee, if after conveyance of title and possession to the Property, and prior to the Release of Construction Covenants as to the Property, Grantee shall:
 - (i) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Property, by Grantee following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee, provided that Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or

- (ii) abandon or substantially suspend construction of the Improvements on the Property for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by Grantor to Grantee, provided Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
 - (iii) Transfer or attempt to Transfer the DDA, or any rights therein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Grantee Deed or the DDA, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee.
- (b) The right to reenter, repossess, terminate and revest, and the provisions below regarding the application of proceeds, shall not defeat, render invalid, or limit:
 - (i) any mortgage, deed of trust, or other security interest permitted by Paragraph (4)(d) of this Grant Deed or the DDA; or
 - (ii) any rights or interests provided in this Grant Deed or the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.
- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property on which any Improvements to be constructed thereon have been completed in accordance with the DDA and for which a Release of Construction Covenants has been recorded as provided in the DDA.
- (d) Subject to the rights of the holders of security interests as stated in subparagraphs (5)(b)(i) and (ii) above, upon the revesting in Grantor of title to the Property, as provided in this Paragraph (5), Grantor shall, subject to applicable law and to the extent legally permissible, promptly use commercially reasonable efforts to resell the Property as soon and in such manner as Grantor shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by Grantor in its reasonable discretion), who will develop the Property and not resell the Property prior to such development or hold the Property for speculation in land. Upon such resale of the Property, or any part thereof, and satisfaction of the obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the DDA, the proceeds thereof shall be applied:
 - (i) First, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor arising from such revesting in Grantor, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Property (but less any income derived by Grantor from the sale of the Property in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment

or such charges during the period of Grantor ownership, then such taxes, assessments, or charges, as would have been payable if the Property was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

- (ii) Second, with any available balance, to reimburse Grantee the amount equal to (1) the Purchase Price for the Property, and (2) the Development Costs for the Arena Site, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property, less (3) any gain or income withdrawn or made by Grantee therefrom or from the improvements thereon attributable to the Property; and
 - (iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.
- (e) For avoidance of doubt, the Grantor's exercise of its rights under this Paragraph (5) shall be its sole and exclusive remedy for the conditions described in the foregoing subparagraphs (5)(a)(i)-(iii) and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Paragraph (5) involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Paragraph (5) are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section

12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Grantee to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8 to the DDA) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Property and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Property."

(8) All conditions, covenants and restrictions contained in this Grant Deed (including the Public Use Restrictions in Exhibit B, attached hereto) shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or

otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The conditions, covenants and restrictions contained in Paragraphs (3)(a), (3)(b), (4) and (5) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenants issued by Grantor for the Property. The covenants concerning the Public Use Restrictions set forth in Paragraphs (2) and Exhibit B of this Grant Deed shall terminate and become null and void twenty (20) years after recordation of a Release of Construction Covenants for the Arena Site. The covenants concerning the maintenance standards and nondiscrimination in Paragraphs (3)(c), (3)(d), (6) and (7), and the covenant of Grantor in Paragraph 13, of this Grant Deed shall remain in perpetuity.

(10) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid the lien or charge of any mortgage or deed of trust or security interest permitted by Paragraph (4)(d) of this Grant Deed.

(11) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by Grantor is recorded for the Property conveyed hereby or such part thereof.

(12) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in Paragraphs (2), (4) and (5) of this Grant Deed.

(13) Grantor agrees to, from time to time, execute and deliver to any lender or prospective lender of Grantee, or other applicable third-party, within ten (10) City business days after a written request is received by the City, an estoppel certificate, in commercially reasonable form, certifying that Grantor is not aware of any default by Grantee of any of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed, or the occurrence of an event that with notice or the passage of time or both would be default by Grantee hereunder if not cured (or if there is a default, a description of the nature of such default), and such other reasonable matters as may be requested.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20_____.

GRANTOR:

CITY OF INGLEWOOD
a municipal corporation

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGALITY:**

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ACCEPTANCE OF CONVEYANCE

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth.

GRANTEE:

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF INGLEWOOD, STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

[To be inserted]

EXHIBIT B

Public Use Restrictions

For a period of twenty (20) years following the recordation of a Release of Construction Covenants for the Property (the "**Term**"), Grantee, on behalf of its successors, assigns, and each successor in interest to Grantee's interest in the Property or any part thereof, hereby covenants and agrees that Grantee shall not use the Property for any purpose other than:

- (i) to provide the public with access to amusement, enjoyment, and recreation in the form of spectator sports, including basketball, entertainment and other civic events and activities (collectively, the "**Arena Use**"); or
- (ii) such other uses reasonably related and incidental to the Arena Use, including, without limitation, restaurant, food service, retail and other public serving uses, philanthropic activities, ancillary and administrative office uses, plaza and concourse area uses, practice and training facilities, a sports medicine clinic and parking uses.

The foregoing shall individually, or collectively, as applicable, be referred to as the "**Public Use Restrictions**". The Public Use Restrictions as set forth in this Exhibit B shall terminate and become null and void upon the expiration of the Term. The Public Use Restrictions shall not be interpreted to prohibit or restrict the use of the Arena Site for paid ticketed events.

If Grantee violates the Public Use Restrictions as established above following recordation of the Release of Construction Covenants and prior to the expiration of the Term, Grantor shall serve written notice to the Grantee of such violation. If Grantee fails to cure said violation within thirty (30) days after receipt of notice from the Grantor ("**Cure Notice**"), then the Grantee shall promptly, but in no event later than three (3) months from receipt of the Cure Notice, take all necessary actions to revest title and possession of the Property (with all improvements thereon) in the Grantor and reimburse the Grantor for all reasonable costs incurred by the Grantor with respect to the revesting of title and possession.

In the event Grantee requests a change in the Public Use Restriction, Grantor, may, in its sole discretion, approve or disapprove such request within thirty (30) days following such request. Upon the approval of such request, Grantor shall take all necessary steps to authorize such alternative and acceptable public use and modify this Grant Deed to implement such authorization. However, in the event that a resolution has been adopted authorizing a different public use on the property described in that certain Public Use Grant Deed for Private Parcels within the Arena Site (in the form attached to DDA as Attachment No. 7-B), Grantor shall grant the same alternative public use on the Property.

Following Grantor's re-entry, repossession, termination, and revesting of title and possession of the Property, Grantor shall dispose of the Property in accordance with the requirements of applicable law, as soon as reasonably possible. Upon such disposition of the Property, any proceeds thereof shall be applied in the following order:

- (i) First, to repay any mortgage, deed of trust, or other security interest encumbering the Property;

(ii) Second, with any available balance, to reimburse Grantor for all reasonable costs and expenses incurred by Grantor in connection with such sale; all taxes, assessments and water and sewer charges with respect to the Property; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

(iii) Third, with any available balance, to reimburse Grantee the amount equal to (a) the Purchase Price paid for the Property; and (b) the Arena Development Costs, as set forth in the Release of Construction Covenants, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property; and

(iv) Finally, any balance remaining after such reimbursements shall be split between Grantor and Grantee, 10% and 90%, respectively.

The Grantor's exercise of its rights under this Exhibit B shall be its sole and exclusive remedy for the violation of the Public Use Restrictions and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Exhibit B involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. However, it is acknowledged by the Grantee that the rights established by this Exhibit B are to be interpreted in light of the fact that the Property is being conveyed by Grantor to Grantee for a public use as set forth hereinabove.

Notwithstanding any other provision of this Exhibit B, mortgages and deeds of trust, and any other reasonable method of security instruments are permitted to be placed upon the Property. Mortgages, deeds of trust, or other reasonable security instruments securing financing with respect to the Property are each referred to herein as a "**Security Interest**". The words "**mortgage**" and "**deed of trust**" as used in this Exhibit B shall include all other appropriate modes of financing real estate acquisition, construction and land development. No violation or breach of the Public Use Restrictions shall defeat or render invalid the lien or charge of any Security Interest, provided, however, that any subsequent owner of the Property shall be bound by the Public Use Restrictions for the Term, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. Grantor shall afford any holder of the beneficial interest under such Security Interest (the "**Mortgagee**") the mortgagee protections provided for in this Exhibit B.

A Mortgagee not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of Grantee under this Exhibit B. A Mortgagee in legal possession of the Property or portion thereof shall only be entitled to use the Property if Mortgagee fully complies with the Public Use Restrictions.

Whenever the Grantor delivers any notice or demand to Grantee with respect to the occurrence of any violation of the Public Use Restrictions, the Grantor shall at the same time deliver to each Mortgagee who has requested to receive notices or demands from the Grantor, a copy of such notice or demand. After receipt of such notice, each such Mortgagee shall (insofar as the rights of the Grantor are concerned) have the right, but not the obligation, at its option, within the same cure period afforded to Grantee hereunder plus thirty (30) days, to cure or remedy or commence to cure or remedy any such violation affecting the Property which is subject to the Security

Interest held by such Mortgagee and to add the cost thereof to the security interest debt and the lien on its security interest; provided, however, if cure cannot be accomplished within such 30-day period, such Mortgagee shall have the right to commence to cure such failure within such 30-day period and thereafter diligently prosecute such cure within a reasonable time. If such violation shall be a default which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property or other asset subject to the Security Interest, and such Mortgagee has elected to remedy or cure such default upon written notice to the Grantor confirming its intention, upon obtaining possession, to comply with the Public Use Restrictions, such Mortgagee shall seek to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect, and such Mortgagee, or such successor-in-interest to Grantee who acquires the Property by way of such foreclosure, deed in lieu of foreclosure or such other procedure, shall remedy or cure such default within ninety (90) days after obtaining possession; provided, however, if cure cannot be accomplished within such 90-day period, such Mortgagee or successor-in-interest shall have the right to commence to cure such failure within such 90-day period and thereafter diligently prosecute such cure within a reasonable time. In addition, in the event that, due to a default by Grantee under the applicable Security Interest, a Mortgagee seeks to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect at any time prior to the date that the Grantor has the right to exercise its remedies above, then the Grantor shall not have the right to exercise its remedies above until the date that is three (3) months following the date that the Mortgagee or such other successor-in-interest acquires possession or title to the Property.

However, notwithstanding anything contained above to the contrary, in the event the Mortgagee rights and protections are found by a court of law to be inconsistent with applicable legal requirements, such rights and protections shall be appropriately revised or eliminated to conform with such court order.

Notwithstanding any provision of this Exhibit B to the contrary, Grantee and Grantor shall be excused from performing any obligation or undertaking provided in this Exhibit B 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, epidemic, pandemic, 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.

ATTACHMENT NO. 7-B-1

FORM OF PUBLIC USE GRANT DEED FOR PRIVATE PARCELS
WITHIN THE ARENA SITE (POSSESSORY INTEREST)

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD
Office of the City Manager
One Manchester Blvd., Ninth Floor
Inglewood, CA 90301
Attn: City Manager

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[MURPHY'S BOWL LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan]

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

PUBLIC USE POSSESSORY GRANT DEED

[Private Parcels – Arena Site]

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," or the "City" hereby grants its entire possessory interest to MURPHY'S BOWL LLC, a Delaware limited liability company, herein called "Grantee," in that certain real property obtained by Grantor pursuant to Code of Civil Procedure Section 1255.410 by that certain Order for Prejudgment Possession entered in that certain eminent domain action entitled *City of Inglewood vs. [_____]* bearing Los Angeles Superior Court case number _____ hereinafter referred to as the "Property." The Property is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference.

(1) Said Property is certain real property that is a portion of the real property referred to as the "Project Site" as described in the Disposition and Development Agreement (the "DDA") entered into by and between Grantor and Grantee on _____, 2020. The "Project Site" is

comprised of the "Arena Site", the "West Parking Garage Site", the "East Transportation Site" and the "Hotel Site." The DDA is a public document on file in the office of the Inglewood City Clerk. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(2) Possession of said Property is being conveyed pursuant to this Public Use Possessory Grant Deed ("Grant Deed") subject to the Public Use Restrictions in Exhibit B, attached hereto, and fully incorporated herein by this reference.

(3) Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (a) construct the Improvements on the Property as required by the DDA; (b) conduct all activities undertaken pursuant to the DDA in conformity with all applicable provisions of the DDA including without limitation the provisions and the limitations of the Scope of Development, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (c) use the Property in conformity with and abide by the applicable covenants and restrictions set forth in this Grant Deed including, but not limited to, the Public Use Restrictions in Exhibit B; and (d) maintain all buildings, signage, lighting, landscaping, irrigation, architectural elements identifying the Property and any and all other common area of the Improvements on the Property (including sidewalks, paths and other paved areas) in a neat, clean, attractive and safe condition, including removing graffiti within 24 hours from notification. Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the maintenance standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency (except for graffiti which shall be removed within 24 hours from notification), unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that prior to the recordation of the Release of Construction Covenants as to the Property:

(a) The qualifications and identities of Grantee and its owner are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA with Grantee, and is imposing restrictions upon any Change of Control of Grantee and any Transfer until Grantor issues the Release of Construction Covenants as to the Property. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property, except as expressly set forth herein, or under the DDA, except as expressly set forth therein.

(i) Grantee shall not (i) Transfer its interest in the Property, or any portion thereof, to a third party (a "Transferee") without the prior written approval of Grantor (except for Transfers duly executed and deemed approved by Grantor as provided in the DDA), which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the

Grantor, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property, or (ii) effect any Change of Control by any method or means (except as the result of death or incapacity), without the prior written approval of Grantor, provided, however, such approval shall be given within five (5) business days if, in the reasonable determination of Grantor, Grantee after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property. Grantee shall promptly notify Grantor of any proposed Change in Control.

- (ii) Any Transfer of its interest in the Property or any portion thereof, in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, shall entitle Grantor to the Excess Purchase Price resulting from such Transfer in accordance with the terms of the DDA.
 - (iii) Any Change of Control (voluntary or involuntary, except as the result of death or incapacity) of Grantor in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, Grantor will constitute a breach and entitle Grantor to terminate the DDA as to the Property.
 - (iv) The restrictions on a Transfer or Change of Control set forth herein shall terminate upon the recordation of the Release of Construction Covenants as to the Property.
- (b) Representatives of the City shall have a reasonable right of access to Property, upon two (2) business days' prior written notice to Grantee, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof. Representatives of the Grantor shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Grantee. All activities performed on the Property by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Grantee and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by the DDA.
- (c) Grantee shall pay when due all real estate taxes and assessments assessed and levied on or against the Property. Grantee shall not place, or allow to be placed on the Property, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to the DDA or Paragraph (4)(d) below or not otherwise authorized by the Grantor. Grantee shall remove, or shall have removed, any levy or attachment made on the Property, or shall assure the satisfaction thereof within a reasonable

time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Grantee from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Grantee in respect thereto.

- (d) Mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Property prior to the recordation of the Release of Construction Covenants as to the Property, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of the DDA. Grantee shall notify Grantor in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for Grantor written approval if Grantee proposes to enter into the same before the recordation of the Release of Construction Covenants as to the Property. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.
 - (e) Prior to the recordation of a Release of Construction Covenants as to the Property, if Grantee, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Property, the Grantor shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Paragraph (4)(e) or the DDA shall require Grantee to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Grantee in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.
 - (f) The covenants of Grantee set forth in this Paragraph (4) shall remain in effect only until a Release of Construction Covenants has been recorded as to the Property.
- (5) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:
- (a) Grantor shall have the right, at its option, which must be exercised, if at all, prior to the cure, to reenter and take possession of the Property hereby conveyed with all Improvements thereon, and to terminate and revert in Grantor the estate hereby conveyed to Grantee, if after conveyance of possession to the Property, and prior to the Release of Construction Covenants as to the Property, Grantee shall:
 - (i) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Property, by Grantee following conveyance) in accordance with the Schedule of Performance and within

- thirty (30) days following delivery of written notice of such failure by Grantor to Grantee, provided that Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
- (ii) abandon or substantially suspend construction of the Improvements on the Property for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by Grantor to Grantee, provided Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
 - (iii) Transfer or attempt to Transfer the DDA, or any rights therein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Grantee Deed or the DDA, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee.
- (b) The right to reenter, repossess, terminate and revest shall not defeat or render invalid any payment obligations with respect to:
- (i) any mortgage, deed of trust, or other security interest permitted by Paragraph (4)(d) of this Grant Deed or the DDA; or
 - (ii) any rights or interests provided in this Grant Deed or the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.
- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property on which any Improvements to be constructed thereon have been completed in accordance with the DDA and for which a Release of Construction Covenants has been recorded as provided in the DDA.
- (d) Subject to the rights of the holders of security interests as stated in subparagraphs (5)(b)(i) and (ii) above, upon the revesting in Grantor of possession to the Property, as provided in this Paragraph (5), Grantor shall abandon any pending eminent domain action and return the Property pursuant to Code of Civil Procedure Section 1268.510 as soon as and in such manner as required by the court. Upon such abandonment, or disposition of the Property, as applicable, any proceeds returned or paid to the City shall be applied as follows:
- (i) First, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor arising from such abandonment, recapture, management, and disposition of the Property, as applicable, including but not limited to fees of consultants engaged in connection with the abandonment, recapture, management, and disposition of the Property (but less any income derived by Grantor from such abandonment of the Property); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges during

the period of Grantor ownership, then such taxes, assessments, or charges, as would have been payable if the Property was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

- (ii) Second, with any available balance, to reimburse Grantee the amount equal to (1) the Acquisition Costs for the Property, and (2) the Development Costs for the Arena Site, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property, less (3) any gain or income withdrawn or made by Grantee therefrom or from the improvements thereon attributable to the Property; and
 - (iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.
- (e) For avoidance of doubt, the Grantor's exercise of its rights under this Paragraph (5) shall be its sole and exclusive remedy for the conditions described in the foregoing subparagraphs (5)(a)(i)-(iii) and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Paragraph (5) involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Paragraph (5) are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section

12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (l) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (l) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Grantee to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8 to the DDA) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Property and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Property."

(8) All conditions, covenants and restrictions contained in this Grant Deed (including the Public Use Restrictions in Exhibit B, attached hereto) shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or

otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The conditions, covenants and restrictions contained in Paragraphs (3)(a), (3)(b), (4) and (5) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenants issued by Grantor for the Property. The covenants concerning the Public Use Restrictions set forth in Paragraphs (2) and Exhibit B of this Grant Deed and the covenants concerning the maintenance standards and nondiscrimination in Paragraphs (3)(c), (3)(d), (6) and (7), and the covenant of Grantor in Paragraph 13, of this Grant Deed shall remain in perpetuity.

(10) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid the lien or charge of any mortgage or deed of trust or security interest permitted by Paragraph (4)(d) of this Grant Deed.

(11) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by Grantor is recorded for the Property conveyed hereby or such part thereof.

(12) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in Paragraphs (2), (4) and (5) of this Grant Deed.

(13) Grantor agrees to, from time to time, execute and deliver to any lender or prospective lender of Grantee, or other applicable third-party, within ten (10) City business days after a written request is received by the City, an estoppel certificate, in commercially reasonable form, certifying that Grantor is not aware of any default by Grantee of any of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed, or the occurrence of an event that with notice or the passage of time or both would be default by Grantee hereunder if not cured (or if there is a default, a description of the nature of such default), and such other reasonable matters as may be requested.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20_____.

GRANTOR:

CITY OF INGLEWOOD
a municipal corporation

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGALITY:**

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ACCEPTANCE OF CONVEYANCE

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth.

GRANTEE:

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF INGLEWOOD, STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

[To be inserted]

EXHIBIT B

Public Use Restrictions

Grantee, on behalf of its successors, assigns, and each successor in interest to Grantee's interest in the Property or any part thereof, hereby covenants and agrees that Grantee shall not use the Property for any purpose other than:

- (i) to provide the public with access to amusement, enjoyment, and recreation in the form of spectator sports, including basketball, entertainment and other civic events and activities (collectively, the "Arena Use"); or
- (ii) such other uses reasonably related and incidental to the Arena Use, including, without limitation, restaurant, food service, retail and other public serving uses, philanthropic activities, ancillary and administrative office uses, plaza and concourse area uses, practice and training facilities, a sports medicine clinic and parking uses. **[Note: At execution, conform Public Use Restriction to public use stated in Resolution of Necessity, if any has been adopted.]**

The foregoing shall individually, or collectively, as applicable, be referred to as the "**Public Use Restrictions**". The Public Use Restrictions as set forth in this Exhibit B shall remain in effect in perpetuity. The Public Use Restrictions shall not be interpreted to prohibit or restrict the use of the Arena Site for paid ticketed events.

If Grantee violates the Public Use Restrictions as established above following recordation of the Release of Construction Covenants, Grantor shall serve written notice to the Grantee of such violation. If Grantee fails to cure said violation within thirty (30) days after receipt of notice from the Grantor ("**Cure Notice**"), or within said thirty-day period a Grantee requested authorization of an alternative and acceptable public use has not been approved by the Grantor, in Grantor's sole discretion, then the Grantee shall promptly, but in no event later than three (3) months from receipt of the Cure Notice, take all necessary actions to revest possession of the Property (with all improvements thereon) in the Grantor and reimburse the Grantor for all reasonable costs incurred by the Grantor with respect to the revesting of possession.

In the event that the violation is not cured by Grantee within the time period above, Grantor shall abandon any pending eminent domain action and return the Property pursuant to California Code of Civil Procedure Section 1268.510 as soon as and in such manner as required by the court. Upon such abandonment, as applicable any proceeds returned or paid to the City shall be applied as follows:

- (i) First, to pay all reasonable costs incurred by the Grantor attributable to such revesting to the extent not previously reimbursed by Grantee, including, but not limited to, all such costs incurred pursuant to California Code of Civil Procedure Section 1268.510;
- (ii) Second, with any available balance, to satisfy any mortgage, deed of trust, or other security interest encumbering Grantee's interest in the Property;

- (iii) Third, with any available balance, to reimburse Grantee the amount equal to (a) the Acquisition Costs paid for the Property; and (b) the Arena Development Costs, as set forth in the Release of Construction Covenants, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property; and
- (iv) Finally, any balance remaining after such reimbursements shall be retained by Grantor as its property.

The Grantor's exercise of its rights under this Exhibit B shall be its sole and exclusive remedy for the violation of the Public Use Restrictions and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Exhibit B involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. However, it is acknowledged by the Grantee that the rights established by this Exhibit B are to be interpreted in light of the fact that possession of the Property is being conveyed by Grantor to Grantee for a public use as set forth hereinabove. Notwithstanding any other provision of this Exhibit B, mortgages and deeds of trust, and any other reasonable method of security instruments are permitted to be placed upon the Property. Mortgages, deeds of trust, or other reasonable security instruments securing financing with respect to the Property are each referred to herein as a "Security Interest". The words "mortgage" and "deed of trust" as used in this Exhibit B shall include all other appropriate modes of financing real estate acquisition, construction and land development. No violation or breach of the Public Use Restrictions shall defeat or render invalid the lien or charge of any Security Interest, provided, however, that any subsequent owner of Grantee's possessory right to the Property shall be bound by the Public Use Restrictions, whether such owner's possession was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. Grantor shall afford any holder of the beneficial interest under such Security Interest (the "Mortgagee") the mortgagee protections provided for in this Exhibit B.

A Mortgagee not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of Grantee under this Exhibit B. A Mortgagee in legal possession of the Property or portion thereof shall only be entitled to use the Property if Mortgagee fully complies with the Public Use Restrictions.

Whenever the Grantor delivers any notice or demand to Grantee with respect to the occurrence of any violation of the Public Use Restrictions, the Grantor shall at the same time deliver to each Mortgagee who has requested to receive notices or demands from the Grantor, a copy of such notice or demand. After receipt of such notice, each such Mortgagee shall (insofar as the rights of the Grantor are concerned) have the right, but not the obligation, at its option, within the same cure period afforded to Grantee hereunder plus thirty (30) days, to cure or remedy or commence to cure or remedy any such violation affecting the Property which is subject to the Security Interest held by such Mortgagee and to add the cost thereof to the security interest debt and the lien on its security interest; provided, however, if cure cannot be accomplished within such 30-day period, such Mortgagee shall have the right to commence to cure such failure within such 30-day period and thereafter diligently prosecute such cure within a reasonable time. If such violation shall be a default which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property or other asset subject to the Security Interest, and such Mortgagee has elected to remedy or cure such default upon written notice to the Grantor

confirming its intention, upon obtaining possession, to comply with the Public Use Restrictions, such Mortgagee shall seek to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect, and such Mortgagee, or such successor-in-interest to Grantee who acquires the Property by way of such foreclosure, deed in lieu of foreclosure or such other procedure, shall remedy or cure such default within ninety (90) days after obtaining possession; provided, however, if cure cannot be accomplished within such 90-day period, such Mortgagee or successor-in-interest shall have the right to commence to cure such failure within such 90-day period and thereafter diligently prosecute such cure within a reasonable time. In addition, in the event that, due to a default by Grantee under the applicable Security Interest, a Mortgagee seeks to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect at any time prior to the date that the Grantor has the right to exercise its remedies above, then the Grantor shall not have the right to exercise its remedies above until the date that is three (3) months following the date that the Mortgagee or such other successor-in-interest acquires possession to the Property.

Notwithstanding any provision of this Exhibit B to the contrary, Grantee and Grantor shall be excused from performing any obligation or undertaking provided in this Exhibit B 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, epidemic, pandemic, 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.

However, notwithstanding anything contained above to the contrary, in the event the Mortgagee rights and protections are found by a court of law to be inconsistent with applicable eminent domain requirements, such rights and protections shall be appropriately revised or eliminated to conform with such court order.

Moreover and also notwithstanding anything contained above to the contrary, upon a court-ordered dismissal of the eminent domain action pursuant to Code of Civil Procedure Section 1268.620, Grantee shall return the Property, pay all costs related thereto, and take all such related actions required by the court.

ATTACHMENT NO. 7-B-2

FORM OF PUBLIC USE GRANT DEED FOR PRIVATE PARCELS
WITHIN THE ARENA SITE (FEE TITLE INTEREST)

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD
Office of the City Manager
One Manchester Blvd., Ninth Floor
Inglewood, CA 90301
Attn: City Manager

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[MURPHY'S BOWL LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan]

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

PUBLIC USE GRANT DEED

[Private Parcels – Arena Site]

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," or the "City" hereby grants to MURPHY'S BOWL LLC, a Delaware limited liability company, herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

(1) Said Property is certain real property that is a portion of the real property referred to as the "Project Site" as described in the Disposition and Development Agreement (the "DDA") entered into by and between Grantor and Grantee on _____, 2020. The "Project Site" is comprised of the "Arena Site", the "West Parking Garage Site", the "East Transportation Site" and the "Hotel Site." The DDA is a public document on file in the office of the Inglewood City Clerk. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(2) Said Property is being conveyed pursuant to this Public Use Grant Deed ("Grant Deed") subject to the Public Use Restrictions in Exhibit B, attached hereto, and fully incorporated herein by this reference.

(3) Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (a) construct the Improvements on the Property as required by the DDA; (b) conduct all activities undertaken pursuant to the DDA in conformity with all applicable provisions of the DDA including without limitation the provisions and the limitations of the Scope of Development, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (c) use the Property in conformity with and abide by the covenants and restrictions set forth in this Grant Deed including, but not limited to, the Public Use Restrictions; and (d) maintain all buildings, signage, lighting, landscaping, irrigation, architectural elements identifying the Property and any and all other common area of the Improvements on the Property (including sidewalks, paths and other paved areas) in a neat, clean, attractive and safe condition, including removing graffiti within 24 hours from notification. Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the maintenance standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency (except for graffiti, which shall be removed within 24 hours from notification), unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that prior to the recordation of the Release of Construction Covenants as to the Property:

(a) The qualifications and identities of Grantee and its owner are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA with Grantee, and is imposing restrictions upon any Change of Control of Grantee and any Transfer until Grantor issues the Release of Construction Covenants as to the Property. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property, except as expressly set forth herein, or under the DDA, except as expressly set forth therein.

(i) Grantee shall not (i) Transfer the Property, or any portion thereof, or any interest therein, to a third party (a "Transferee") without the prior written approval of Grantor (except for Transfers duly executed and deemed approved by Grantor as provided in the DDA), which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the Grantor, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property, or (ii) effect any Change of Control by any method or means (except as the result of death or incapacity), without the prior written approval of Grantor, provided, however, such approval shall be given within five (5) business days if, in the reasonable

determination of Grantor, Grantee after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property. Grantee shall promptly notify Grantor of any proposed Change in Control.

- (ii) Any Transfer of the Property or any portion thereof or any interest therein, in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, shall entitle Grantor to the Excess Purchase Price resulting from such Transfer in accordance with the terms of the DDA.
 - (iii) Any Change of Control (voluntary or involuntary, except as the result of death or incapacity) of Grantor in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, Grantor will constitute a breach and entitle Grantor to terminate the DDA as to the Property.
 - (iv) The restrictions on a Transfer or Change of Control set forth herein shall terminate upon the recordation of the Release of Construction Covenants as to the Property.
- (b) Representatives of the City shall have a reasonable right of access to Property, upon two (2) business days' prior written notice to Grantee, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof. Representatives of the Grantor shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Grantee. All activities performed on the Property by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Grantee and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by the DDA.
- (c) Grantee shall pay when due all real estate taxes and assessments assessed and levied on or against the Property. Grantee shall not place, or allow to be placed on the Property, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to the DDA or Paragraph (4)(d) below or not otherwise authorized by the Grantor. Grantee shall remove, or shall have removed, any levy or attachment made on the Property, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Grantee from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Grantee in respect thereto.

- (d) Mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Property prior to the recordation of the Release of Construction Covenants as to the Property, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of the DDA. Grantee shall notify Grantor in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for Grantor written approval if Grantee proposes to enter into the same before the recordation of the Release of Construction Covenants as to the Property. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.
 - (e) Prior to the recordation of a Release of Construction Covenants as to the Property, if Grantee, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Property, the Grantor shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Paragraph (4)(e) or the DDA shall require Grantee to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Grantee in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.
 - (f) The covenants of Grantee set forth in this Paragraph (4) shall remain in effect only until a Release of Construction Covenants has been recorded as to the Property.
- (5) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:
- (a) Grantor shall have the right, at its option, which must be exercised, if at all, prior to the cure, to reenter and take possession of the Property hereby conveyed with all Improvements thereon, and to terminate and revert in Grantor the estate hereby conveyed to Grantee, if after conveyance of title and possession to the Property, and prior to the Release of Construction Covenants as to the Property, Grantee shall:
 - (i) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Property, by Grantee following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee, provided that Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or

- (ii) abandon or substantially suspend construction of the Improvements on the Property for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by Grantor to Grantee, provided Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
 - (iii) Transfer or attempt to Transfer the DDA, or any rights therein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Grantee Deed or the DDA, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee.
- (b) The right to reenter, repossess, terminate and revest, shall not defeat or render invalid any payment obligations with respect to:
- (i) any mortgage, deed of trust, or other security interest permitted by Paragraph (4)(d) of this Grant Deed or the DDA; or
 - (ii) any rights or interests provided in this Grant Deed or the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.

either of which shall be subject to the requirements of Code of Civil Procedure Section 1245.245.

- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property on which any Improvements to be constructed thereon have been completed in accordance with the DDA and for which a Release of Construction Covenants has been recorded as provided in the DDA.
- (d) Subject to the rights of the holders of security interests as stated in subparagraphs (5)(b)(i) and (ii) above, upon the revesting in Grantor of title to the Property, as provided in this Paragraph (5), Grantor shall promptly comply with Code of Civil Procedure section 1245.245 and if, and to the extent legally permissible use commercially reasonable efforts to resell the Property as soon and in such manner as Grantor shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by Grantor in its reasonable discretion), who will develop the Property and not resell the Property prior to such development or hold the Property for speculation in land. Upon such resale of the Property, or any part thereof, and satisfaction of the obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the DDA, the proceeds thereof shall be applied:
- (i) First, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor arising from such revesting in Grantor, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Property (but less any income derived by

Grantor from the sale of the Property in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges during the period of Grantor ownership, then such taxes, assessments, or charges, as would have been payable if the Property was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

- (ii) Second, with any available balance, to reimburse Grantee the amount equal to (1) the Acquisition Costs for the Property, and (2) the Development Costs for the Arena Site, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property, less (3) any gain or income withdrawn or made by Grantee therefrom or from the improvements thereon attributable to the Property; and
 - (iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.
- (e) For avoidance of doubt, the Grantor's exercise of its rights under this Paragraph (5) shall be its sole and exclusive remedy for the conditions described in the foregoing subparagraphs (5)(a)(i)-(iii) and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Paragraph (5) involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Paragraph (5) are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any

person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Grantee to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8 to the DDA) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Property and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Property."

(8) All conditions, covenants and restrictions contained in this Grant Deed (including the Public Use Restrictions in Exhibit B, attached hereto) shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The conditions, covenants and restrictions contained in Paragraphs (3)(a), (3)(b), (4) and (5) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenants issued by Grantor for the Property. The covenants concerning the Public Use Restrictions set forth in Paragraphs (2) and Exhibit B of this Grant Deed and the covenants concerning the maintenance standards and nondiscrimination in Paragraphs (3)(c), (3)(d), (6) and (7), and the covenant of Grantor in Paragraph 13, of this Grant Deed shall remain in perpetuity.

(10) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid the lien or charge of any mortgage or deed of trust or security interest permitted by Paragraph (4)(d) of this Grant Deed.

(11) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by Grantor is recorded for the Property conveyed hereby or such part thereof.

(12) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in Paragraphs (2), (4) and (5) of this Grant Deed.

(13) Grantor agrees to, from time to time, execute and deliver to any lender or prospective lender of Grantee, or other applicable third-party, within ten (10) City business days after a written request is received by the City, an estoppel certificate, in commercially reasonable form, certifying that Grantor is not aware of any default by Grantee of any of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed, or the occurrence of an event that with notice or the passage of time or both would be default by Grantee hereunder if not cured (or if there is a default, a description of the nature of such default), and such other reasonable matters as may be requested.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20_____.

GRANTOR:

CITY OF INGLEWOOD
a municipal corporation

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ACCEPTANCE OF CONVEYANCE

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth.

GRANTEE:

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF INGLEWOOD, STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

[To be inserted]

EXHIBIT B

Public Use Restrictions

Grantee, on behalf of its successors, assigns, and each successor in interest to Grantee's interest in the Property or any part thereof, hereby covenants and agrees that Grantee shall not use the Property for any purpose other than:

- (i) to provide the public with access to amusement, enjoyment, and recreation in the form of spectator sports, including basketball, entertainment and other civic events and activities (collectively, the "Arena Use"); or
- (ii) such other uses reasonably related and incidental to the Arena Use, including, without limitation, restaurant, food service, retail and other public serving uses, philanthropic activities, ancillary and administrative office uses, plaza and concourse area uses, practice and training facilities, a sports medicine clinic and parking uses. [**Note: At execution, conform Public Use Restriction to public use stated in Resolution of Necessity, if any has been adopted.**]

The foregoing shall individually, or collectively, as applicable, be referred to as the "**Public Use Restrictions**". The Public Use Restrictions as set forth in this Exhibit B shall remain in effect in perpetuity. The Public Use Restrictions shall not be interpreted to prohibit or restrict the use of the Arena Site for paid ticketed events.

Grantee acknowledges that the Public Use Restriction is imposed pursuant to California Code of Civil Procedure Section 1245.245. If Grantee violates the Public Use Restrictions as established above following recordation of the Release of Construction Covenants, Grantor shall, except as otherwise permitted by California Code of Civil Procedure Section 1245.245, serve written notice to the Grantee of such violation. If Grantee fails to cure said violation within thirty (30) days after receipt of notice from the Grantor ("**Cure Notice**"), or within said thirty-day period a Grantee requested authorization of an alternative and acceptable public use has not been approved by the Grantor, in Grantor's sole discretion, then the Grantee shall promptly, but in no event later than three (3) months from receipt of the Cure Notice, take all necessary actions to revest title and possession of the Property (with all improvements thereon) in the Grantor and reimburse the Grantor for all reasonable costs incurred by the Grantor with respect to the revesting of title and possession.

Following Grantor's re-entry, repossession, termination, and revesting of title and possession of the Property, Grantor shall, in accordance with the requirements of California Code of Civil Procedure Section 1245.245, either adopt a resolution authorizing a different public use of the Property or sell the Property as surplus property.

If City does not, within a reasonable time, adopt a resolution authorizing a different public use of the Property, it shall sell the Property in accordance with applicable law, using good faith efforts, consistent with legal requirements, to maximize the value thereof, recognizing that applicable legal requirements may require that the Property be first offered for specified uses in accordance with the California Surplus Lands Act or other applicable legal requirements. Upon such resale of the Property, the proceeds thereof shall be applied in the following order:

MB Draft 8/20/20
Preliminary – For Negotiation Purposes

- (i) First, to repay any mortgage, deed of trust, or other security interest encumbering the Property;
- (ii) Second, with any available balance, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor in connection with such sale; all taxes, assessments and water and sewer charges with respect to the Property; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;
- (iii) Third, with any available balance, to reimburse Grantee the amount equal to (a) the Acquisition Costs paid for the Property; and (b) the Arena Development Costs, as set forth in the Release of Construction Covenants, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property; and
- (iv) Finally, any balance remaining after such reimbursements shall be retained by Grantor as its property.

If City retains the Property, the City shall pay to the Grantee the amount that would have been payable to Grantee under the preceding paragraph if the Property had been sold pursuant to the requirements of California Code of Civil Procedure Section 1245.245.

The Grantor's exercise of its rights under this Exhibit B shall be its sole and exclusive remedy for the violation of the Public Use Restrictions and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Exhibit B involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. However, it is acknowledged by the Grantee that the rights established by this Exhibit B are to be interpreted in light of the fact that the Property is being conveyed by Grantor to Grantee for a public use as set forth hereinabove.

Notwithstanding any other provision of this Exhibit B, mortgages and deeds of trust, and any other reasonable method of security instruments are permitted to be placed upon the Property. Mortgages, deeds of trust, or other reasonable security instruments securing financing with respect to the Property are each referred to herein as a "**Security Interest**". The words "**mortgage**" and "**deed of trust**" as used in this Exhibit B shall include all other appropriate modes of financing real estate acquisition, construction and land development. No violation or breach of the Public Use Restrictions shall defeat or render invalid the lien or charge of any Security Interest; provided, however, that any subsequent owner of the Property shall be bound by the Public Use Restrictions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. Grantor shall afford any holder of the beneficial interest under such Security Interest (the "**Mortgagee**") the mortgagee protections provided for in this Exhibit B.

A Mortgagee not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of Grantee under this Exhibit B. A Mortgagee in legal possession of the Property or portion thereof shall only be entitled to use the Property if Mortgagee fully complies with the Public Use Restrictions.

MB Draft 8/20/20
Preliminary – For Negotiation Purposes

Whenever the Grantor delivers any notice or demand to Grantee with respect to the occurrence of any violation of the Public Use Restrictions, the Grantor shall at the same time deliver to each Mortgagee who has requested to receive notices or demands from the Grantor, a copy of such notice or demand. After receipt of such notice, each such Mortgagee shall (insofar as the rights of the Grantor are concerned) have the right, but not the obligation, at its option, within the same cure period afforded to Grantee hereunder plus thirty (30) days, to cure or remedy or commence to cure or remedy any such violation affecting the Property which is subject to the Security Interest held by such Mortgagee and to add the cost thereof to the security interest debt and the lien on its security interest; provided, however, if cure cannot be accomplished within such 30-day period, such Mortgagee shall have the right to commence to cure such failure within such 30-day period and thereafter diligently prosecute such cure within a reasonable time. If such violation shall be a default which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property or other asset subject to the Security Interest, and such Mortgagee has elected to remedy or cure such default upon written notice to the Grantor confirming its intention, upon obtaining possession, to comply with the Public Use Restrictions, such Mortgagee shall seek to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect, and such Mortgagee, or such successor-in-interest to Grantee who acquires the Property by way of such foreclosure, deed in lieu of foreclosure or such other procedure, shall remedy or cure such default within ninety (90) days after obtaining possession; provided, however, if cure cannot be accomplished within such 90-day period, such Mortgagee or successor-in-interest shall have the right to commence to cure such failure within such 90-day period and thereafter diligently prosecute such cure within a reasonable time. In addition, in the event that, due to a default by Grantee under the applicable Security Interest, a Mortgagee seeks to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect at any time prior to the date that the Grantor has the right to exercise its remedies above, then the Grantor shall not have the right to exercise its remedies above until the date that is three (3) months following the date that the Mortgagee or such other successor-in-interest acquires possession or title to the Property.

However, notwithstanding anything contained above to the contrary, in the event the Mortgagee rights and protections are found by a court of law to be inconsistent with applicable eminent domain requirements, such rights and protections shall be appropriately revised or eliminated to conform with such court order.

Notwithstanding any provision of this Exhibit B to the contrary, Grantee and Grantor shall be excused from performing any obligation or undertaking provided in this Exhibit B 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, epidemic, pandemic, 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.

ATTACHMENT NO. 7-C

FORM OF GRANT DEED FOR EACH ANCILLARY DEVELOPMENT SITE

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD
Office of the City Manager
One Manchester Blvd., Ninth Floor
Inglewood, CA 90301
Attn: City Manager

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[MURPHY'S BOWL LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan]

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

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," or the "City" hereby grants to MURPHY'S BOWL LLC, a Delaware limited liability company, herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

(1) Said Property is certain real property that is a portion of the real property referred to as the "Project Site" as described in the Disposition and Development Agreement (the "DDA") entered into by and between Grantor and Grantee on _____, 2020. The "Project Site" is comprised of the "Arena Site", the "West Parking Garage Site", the "East Transportation Site" and the "Hotel Site." The Property is the referred to in the DDA as the ["West Parking Garage Site/East Transportation Site/Hotel Site."] The DDA is a public document on file in the office of the Inglewood City Clerk. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(2) Said Property is being conveyed pursuant to this Grant Deed ("Grant Deed") in accordance with the terms of the DDA. [Drafting note- revisions to form of Grant Deed for the Hotel Site may be required in connection with a Transfer of the Hotel Site to a third-party developer, as contemplated by Section 322 of the DDA]

(3) Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (a) construct the Improvements on the Property as required by the DDA; (b) conduct all activities undertaken pursuant to the DDA in conformity with all applicable provisions of the DDA including without limitation the provisions and the limitations of the Scope of Development, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (c) use the Property in conformity with and abide by the applicable covenants and restrictions set forth in this Grant Deed; and (d) maintain all buildings, signage, lighting, landscaping, irrigation, architectural elements identifying the Property and any and all other common area of the Improvements on the Property (including sidewalks, paths and other paved areas) in a neat, clean, attractive and safe condition, including removing graffiti within 24 hours from notification. Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the maintenance standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency (except for graffiti, which shall be removed within 24 hours from notification), unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that prior to the recordation of the Release of Construction Covenants as to the Property:

(a) The qualifications and identities of Grantee and its owner are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA with Grantee, and is imposing restrictions upon any Change of Control of Grantee and any Transfer until Grantor issues the Release of Construction Covenants as to the Property. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property, except as expressly set forth herein, or under the DDA, except as expressly set forth therein.

(i) Grantee shall not (i) Transfer the Property, or any portion thereof, or any interest therein, to a third party (a "Transferee") without the prior written approval of Grantor (except for Transfers duly executed and deemed approved by Grantor as provided in the DDA), which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the Grantor, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property, or (ii) effect any Change of Control by any method or means (except as the result of death or incapacity), without the prior written approval of Grantor, provided, however, such approval

shall be given within five (5) business days if, in the reasonable determination of Grantor, Grantee after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property. Grantee shall promptly notify Grantor of any proposed Change in Control.

- (ii) Any Transfer of the Property or any portion thereof or any interest therein, in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, shall entitle Grantor to the Excess Purchase Price resulting from such Transfer in accordance with the terms of the DDA.
 - (iii) Any Change of Control (voluntary or involuntary, except as the result of death or incapacity) of Grantor in violation hereof prior to the recordation of the issuance of the Release of Construction Covenants as to the Property, Grantor will constitute a breach and entitle Grantor to terminate the DDA as to the Property.
 - (iv) The restrictions on a Transfer or Change of Control set forth herein shall terminate upon the recordation of the Release of Construction Covenants as to the Property.
- (b) Representatives of the City shall have a reasonable right of access to Property, upon two (2) business days' prior written notice to Grantee, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof. Representatives of the Grantor shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Grantee. All activities performed on the Property by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Grantee and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by the DDA.
- (c) Grantee shall pay when due all real estate taxes and assessments assessed and levied on or against the Property. Grantee shall not place, or allow to be placed on the Property, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to the DDA or Paragraph (4)(d) below or not otherwise authorized by the Grantor. Grantee shall remove, or shall have removed, any levy or attachment made on the Property, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Grantee from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Grantee in respect thereto.

- (d) Mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Property prior to the recordation of the Release of Construction Covenants as to the Property, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of the DDA. Grantee shall notify Grantor in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for Grantor written approval if Grantee proposes to enter into the same before the recordation of the Release of Construction Covenants as to the Property. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.
 - (e) Prior to the recordation of a Release of Construction Covenants as to the Property, if Grantee, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Property, the Grantor shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Paragraph (4)(e) or the DDA shall require Grantee to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Grantee in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.
 - (f) The covenants of Grantee set forth in this Paragraph (4) shall remain in effect only until a Release of Construction Covenants has been recorded as to the Property.
- (5) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:
- (a) Grantor shall have the right, at its option, which must be exercised, if at all, prior to the cure, to reenter and take possession of the Property hereby conveyed with all Improvements thereon, and to terminate and revert in Grantor the estate hereby conveyed to Grantee, if after conveyance of title and possession to the Property, and prior to the Release of Construction Covenants as to the Property, Grantee shall:
 - (i) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Property, by Grantee following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee, provided that Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or

- (ii) abandon or substantially suspend construction of the Improvements on the Property for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by Grantor to Grantee, provided Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
 - (iii) Transfer or attempt to Transfer the DDA, or any rights therein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Grantee Deed or the DDA, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee.
- (b) The right to reenter, repossess, terminate and revest, and the provisions below regarding the application of proceeds, shall not defeat, render invalid, or limit:
 - (i) any mortgage, deed of trust, or other security interest permitted by Paragraph (4)(d) of this Grant Deed or the DDA; or
 - (ii) any rights or interests provided in this Grant Deed or the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.
- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property on which any Improvements to be constructed thereon have been completed in accordance with the DDA and for which a Release of Construction Covenants has been recorded as provided in the DDA.
- (d) Subject to the rights of the holders of security interests as stated in subparagraphs (5)(b)(i) and (ii) above, upon the revesting in Grantor of title to the Property, as provided in this Paragraph (5), Grantor shall, subject to applicable law and to the extent legally permissible, promptly use commercially reasonable efforts to resell the Property as soon and in such manner as Grantor shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by Grantor in its reasonable discretion), who will develop the Property and not resell the Property prior to such development or hold the Property for speculation in land. Upon such resale of the Property, or any part thereof, and satisfaction of the obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the DDA, the proceeds thereof shall be applied:
 - (i) First, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor arising from such revesting in Grantor, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Property (but less any income derived by Grantor from the sale of the Property in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment

or such charges during the period of Grantor ownership, then such taxes, assessments, or charges, as would have been payable if the Property was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

- (ii) Second, with any available balance, to reimburse Grantee the amount equal to (1) the Purchase Price for the Property, and (2) the Development Costs for the [West Parking Garage Site/East Transportation Site/Hotel Site], less (3) any gain or income withdrawn or made by Grantee therefrom or from the improvements thereon attributable to the Property; and
 - (iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.
- (e) For avoidance of doubt, the Grantor's exercise of its rights under this Paragraph (5) shall be its sole and exclusive remedy for the conditions described in the foregoing subparagraphs (5)(a)(i)-(iii) and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Paragraph (5) involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Paragraph (5) are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor

shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Grantee to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8 to the DDA) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Property and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Property."

(8) All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the

Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The conditions, covenants and restrictions contained in Paragraphs (3)(a), (3)(b), (4) and (5) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenants issued by Grantor for the Property. The covenants concerning the maintenance standards and nondiscrimination in Paragraphs (3)(c), (3)(d), (6) and (7), and the covenant of Grantor in Paragraph 13, of this Grant Deed shall remain in perpetuity.

(10) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid the lien or charge of any mortgage or deed of trust or security interest permitted by Paragraph (4)(d) of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed-in-lieu of foreclosure, trustee's sale or otherwise.

(11) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by Grantor is recorded for the Property conveyed hereby or such part thereof

(12) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in Paragraphs (4) and (5) of this Grant Deed.

(13) Grantor agrees to, from time to time, execute and deliver to any lender or prospective lender of Grantee, or other applicable third-party, within ten (10) City business days after a written request is received by the City, an estoppel certificate, in commercially reasonable form, certifying that Grantor is not aware of any default by Grantee of any of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed, or the occurrence of an event that with notice or the passage of time or both would be default by Grantee hereunder if not cured (or if there is a default, a description of the nature of such default), and such other reasonable matters as may be requested.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20_____.

GRANTOR:

CITY OF INGLEWOOD
a municipal corporation

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ACCEPTANCE OF CONVEYANCE

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth.

GRANTEE:

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF INGLEWOOD, STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

[To be inserted]

ATTACHMENT NO. 8

EMPLOYMENT AND TRAINING AGREEMENT

In cooperation with the City of Inglewood, the Developer shall aid in the creation and development of a job recruitment and training program in order to provide employment opportunities to Inglewood residents during construction of the Project. The program shall maximize the availability and accessibility of employment in connection with the construction of the improvements on the Property. As further provided below, it shall be the goal of the Developer to award at least 30% of the total value of funds awarded for contracts and subcontracts related to construction activities of the Project, to minority contractors (reflecting the makeup of the Inglewood Community) with at least 50% of the 30% being awarded to local qualified Inglewood businesses. Special emphasis shall be placed on the creation of a partnership between the Developer and the City of Inglewood as the principal resources to achieve the aforesaid goal.

The Developer's commitments set forth below are also included in Exhibit C to the Development Agreement, and compliance with the requirements of Exhibit C to the Development Agreement shall also constitute satisfaction of the requirements of this Employment and Training Agreement. Exhibit C to the Development Agreement also includes additional Developer's commitments regarding employment recruitment and training with respect to the operation of the Project.

The Developer shall initiate the following actions/activities:

- a) **Workforce Outreach.** 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, training and placement programs construction jobs as well as operations related jobs as provided in Exhibit C to the Development Agreement. 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 below. 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 Employment and Training Agreement. 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.

- b) **MBE/DBE Participation Goals.** Developer shall require that all construction contractors shall have a goal to achieve participation by MBE/DBEs of at least 30% of the total value of contracts and subcontracts awarded for construction activities during the Project, with a goal of at least 50% of such 30% goal being awarded to local qualified businesses located in Inglewood. Developer's and its contractors' obligations with respect to this goal shall be satisfied by engaging in the following activities: (i) utilization of the WOCP to identify and solicit MBE/DBEs; (ii) coordination with organizations such as the Inglewood Chamber of Commerce and other local service organizations to identify and solicit MBE/DBEs; and (iii) funding (by Developer only) and participation in job fairs as further provided in paragraph c) below.
- c) **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 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.
- d) **Planning Efforts.** The Developer shall participate in the ongoing local planning efforts of the State of California's Employment Development Department and Workforce Investment Act Program. This participation may take the form of membership in the South Bay Work Force Investment Board or other formal advisory bodies that assist in program design as seen fit by the Developer and the City.

The City shall initiate the following actions/activities:

- e) The City shall work with the Developer to develop training and recruitment materials which will be used to solicit participation on the part of the minority

business community in the development of the Project. The City shall provide its list of minority contractors to the Developer which, to the greatest extent possible, shall be used, in conjunction with other resources, to solicit qualified contractors to work on this project.

- f) The City, will cooperate in the implementation of job fairs and other recruitment efforts, in conjunction with the Developer, to make sure that every conceivable effort is generated to attract the required qualified labor pool to assist in the attainment of the goals of this Employment and Training Agreement.

AUDIT AND COMPLIANCE

The Developer shall annually review its compliance with the requirements of this Employment and Training Agreement. The Developer will keep such records as are necessary to determine compliance with the requirements of this Employment and Training Agreement. These records will be designed to indicate (1) the number of minority subcontractors working on the development and (2) the progress being made in securing the services of minority group subcontractors.