

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°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 COSTS		
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 COSTS =		\$ 1,265,701,000

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.

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| 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. |

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| 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

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

ARENA AND PLAZA AREA

JUNE 04, 2020

POTENTIAL OVERHANG BRIDGE.
MINIMUM 17' CLEARANCE OVER
CENTERLINE OF CENTURY BLVD.
TOP CLEARANCE IS ABOVE BASE.

CENTURY BLVD

METAL AND WOOD ENCLAVEMENTS
TWO STORY MAXIMUM HEIGHT 38 FT
TOTAL AREA UP TO APPROXIMATELY
93,000 SF

PLAZA

BUILDING
ENTRANCE

BUILDING
ENTRANCE

BUILDING
ENTRANCE

CENTRAL
PLANT

RECREATION PARKING

ELECTRICAL
YARD

METRO CITY
WATER WELL

1
BUILDING
ENTRANCE
PRACTICE &
ATHLETIC TRAINING
FACILITY, OFFICES
& SPORTS
MEDICINE CLINIC

2
BUILDING
ENTRANCE

3
BUILDING
ENTRANCE

4
BUILDING
ENTRANCE
PARKING STRUCTURE
350 SPACES
1997 YEAR SPACES
500 SPA SPACES

5
BUILDING
ENTRANCE

SIGN LOCATION
MAXIMUM HEIGHT 100 FT

PRAIRIE AVENUE

PRAIRIE AVENUE

6
BRIDGE
MINIMUM 17' CLEARANCE
OVER CENTERLINE OF
PRAIRIE AVENUE TOP
CLEARANCE IS ABOVE BASE

WEST PARKING GARAGE
310 SPACES

102ND STREET

LEGEND

PROJECT BOUNDARY



103RD STREET

DOTY AVENUE

DOTY AVENUE

44



Registration Number: 60000
Professional Engineer
Mechanical Engineering
State of Virginia
Expiration Date: 12/15/00

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

DESIGNED BY: [Illegible]
CHECKED BY: [Illegible]
DATE: 01/15/01

SCALE: [Illegible]
SHEET NO.: [Illegible]

PROJECT NO.: [Illegible]

DATE: 01/15/01

BY: [Illegible]

REVISIONS:
NO. DESCRIPTION
DATE

DATE: 01/15/01

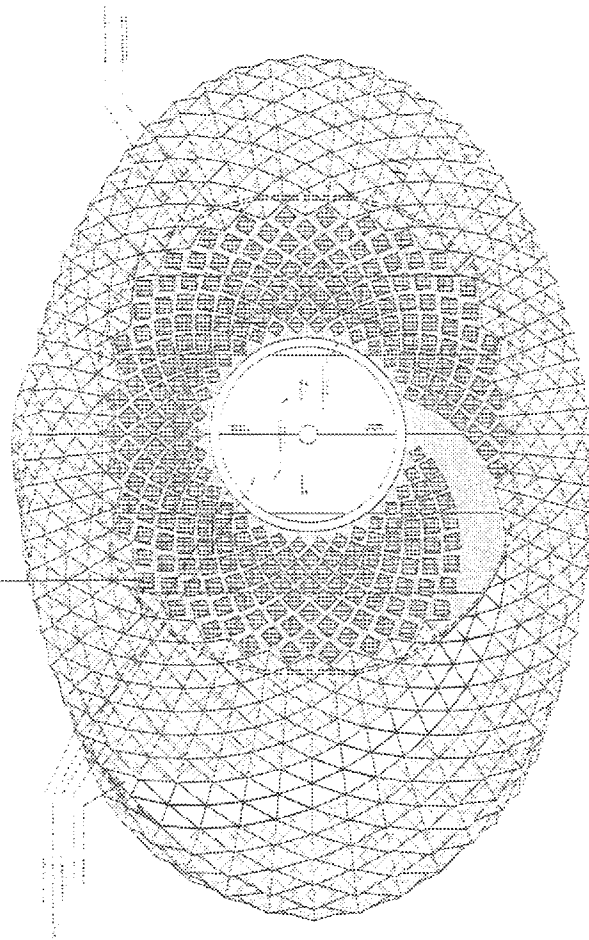
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SHEET NO.: [Illegible]

PHOTOVOLTAIC PANEL - TYP.



DATE: 01/15/01





STATE OF CALIFORNIA
DIVISION OF INDUSTRIAL SAFETY
REGISTERED PROFESSIONAL ENGINEER
NO. ...

PROJECT: ...
DATE: ...
DRAWN BY: ...
CHECKED BY: ...
APPROVED BY: ...

PROJECT: ...
DATE: ...
DRAWN BY: ...
CHECKED BY: ...
APPROVED BY: ...

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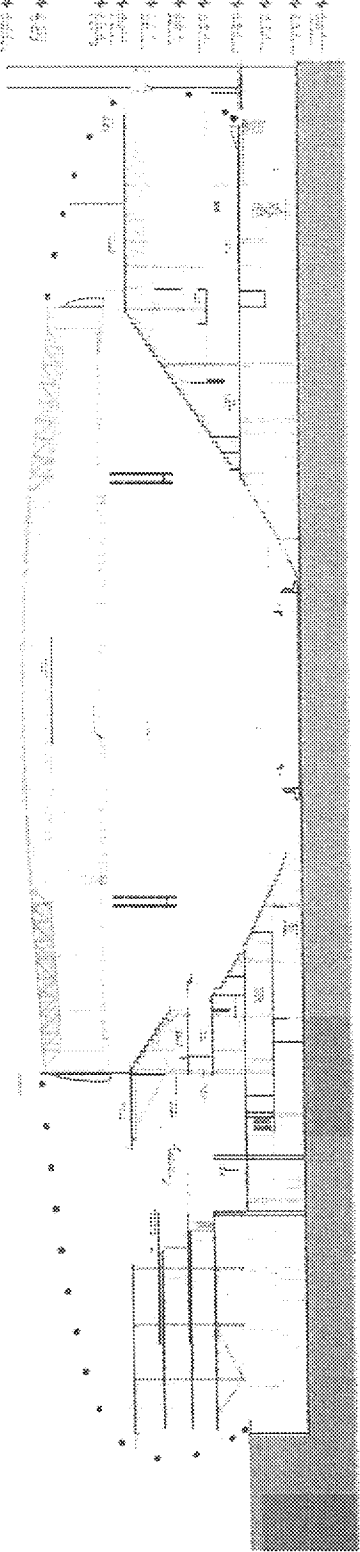
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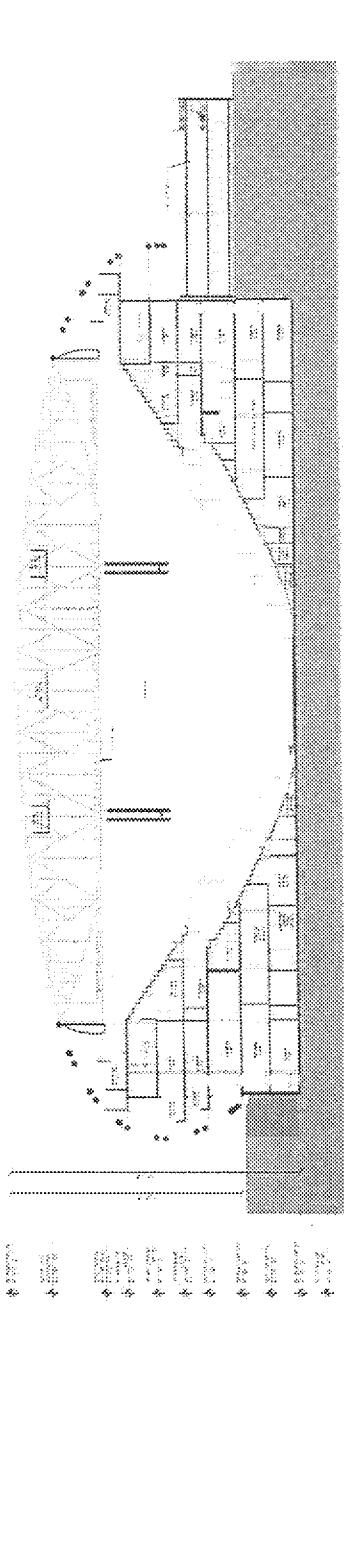
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T-A301-1



SECTION: ...



SECTION: ...

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

CENTRAL PLAN

JUNE 04, 2020



PROJECT NO. 11012
DATE: 08/09/06
SCALE: AS SHOWN
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

DESIGNED BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]
DATE: 08/09/06
SCALE: AS SHOWN

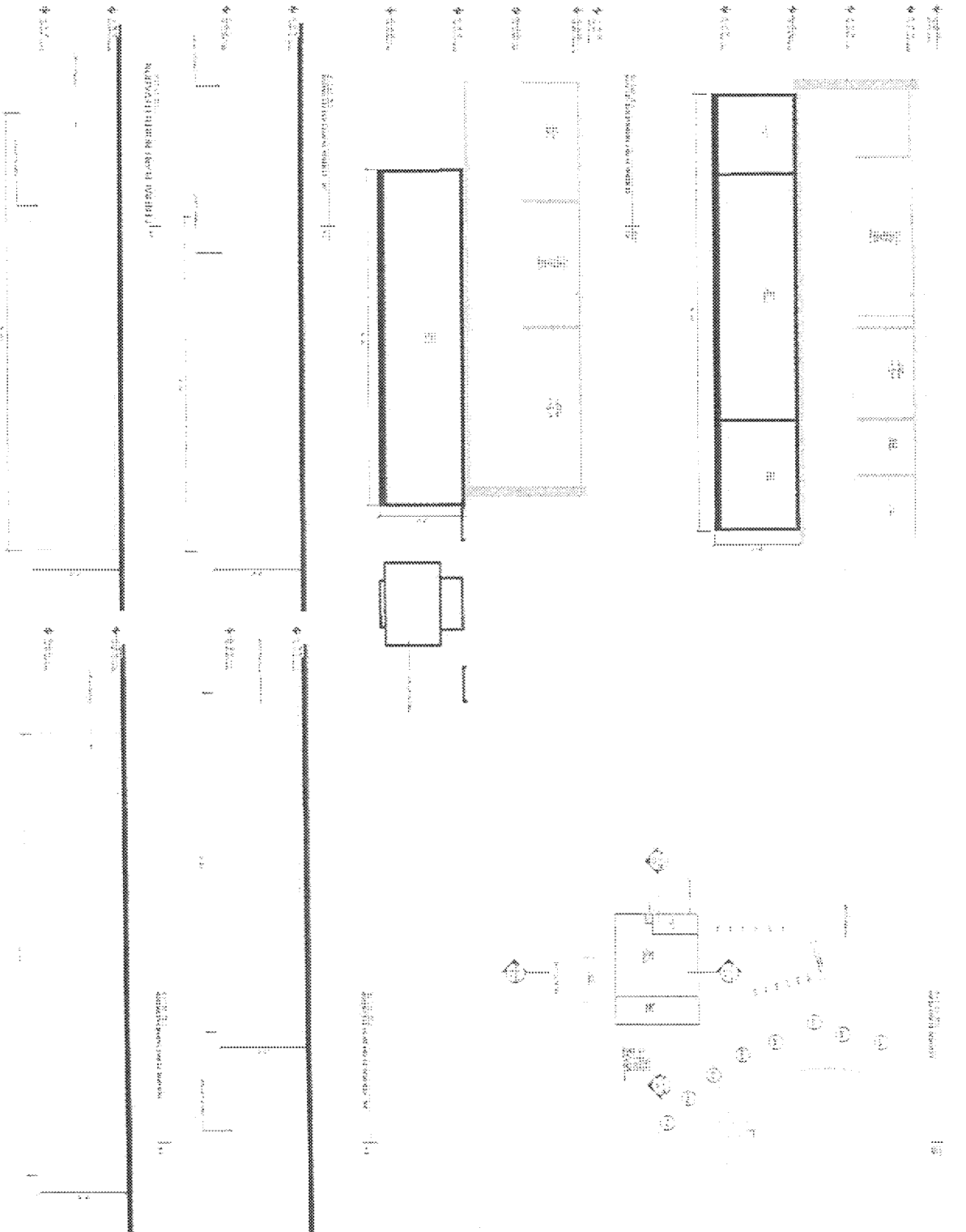
PROPOSED
110KV SUBSTATION
PROJECT NUMBER
11012
SCALE: AS SHOWN

PROPOSED
110KV SUBSTATION
PROJECT NUMBER
11012
SCALE: AS SHOWN

NO.	DESCRIPTION



PROJECT NO. 11012
DATE: 08/09/06
SCALE: AS SHOWN



NOT TO SCALE
DATE: 08/09/06
SCALE: AS SHOWN

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

WEST PARKING GARAGE

JUNE 04, 2020



PROJECT NO. 100-00000000
 SHEET NO. 1-C201

DATE: 08/14/2008
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 PROJECT: [Project Name]
 LOCATION: [Location]
 SCALE: [Scale]

REVISIONS:
 1. [Revision Description]
 2. [Revision Description]
 3. [Revision Description]

DATE: 08/14/2008
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]

PROJECT NO. 100-00000000
 SHEET NO. 1-C201

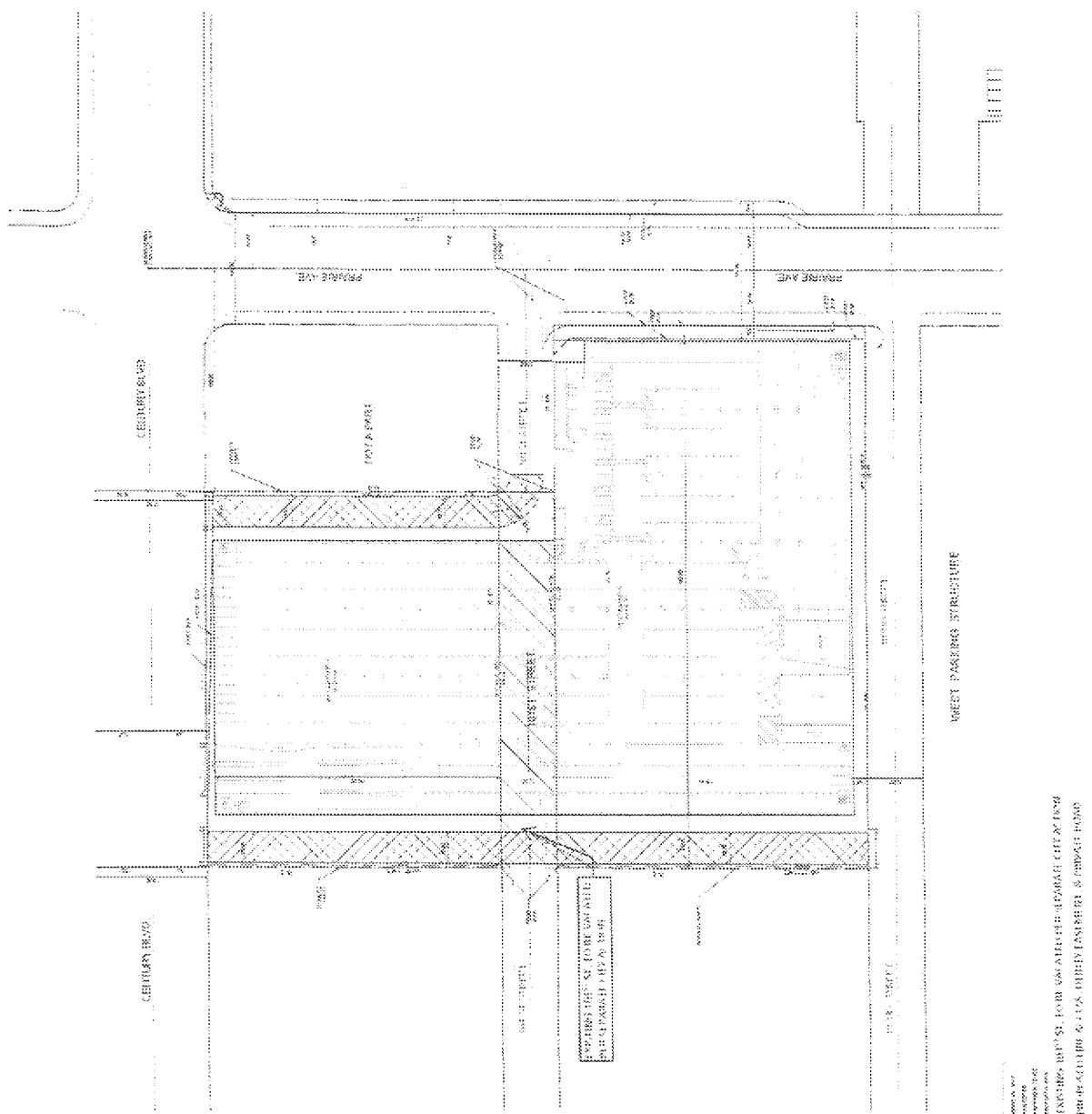
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 DRAWN BY: J. [Name]
 CHECKED BY: [Name]

NO.	DESCRIPTION	DATE
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DATE: 08/14/2008
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]

1-C201

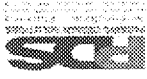


LEGEND

EXISTING BUILDING FOOTPRINT
 PROPOSED BUILDING FOOTPRINT
 PROPOSED PARKING STRUCTURE
 PROPOSED DRIVEWAY
 PROPOSED DRIVEWAY CURB

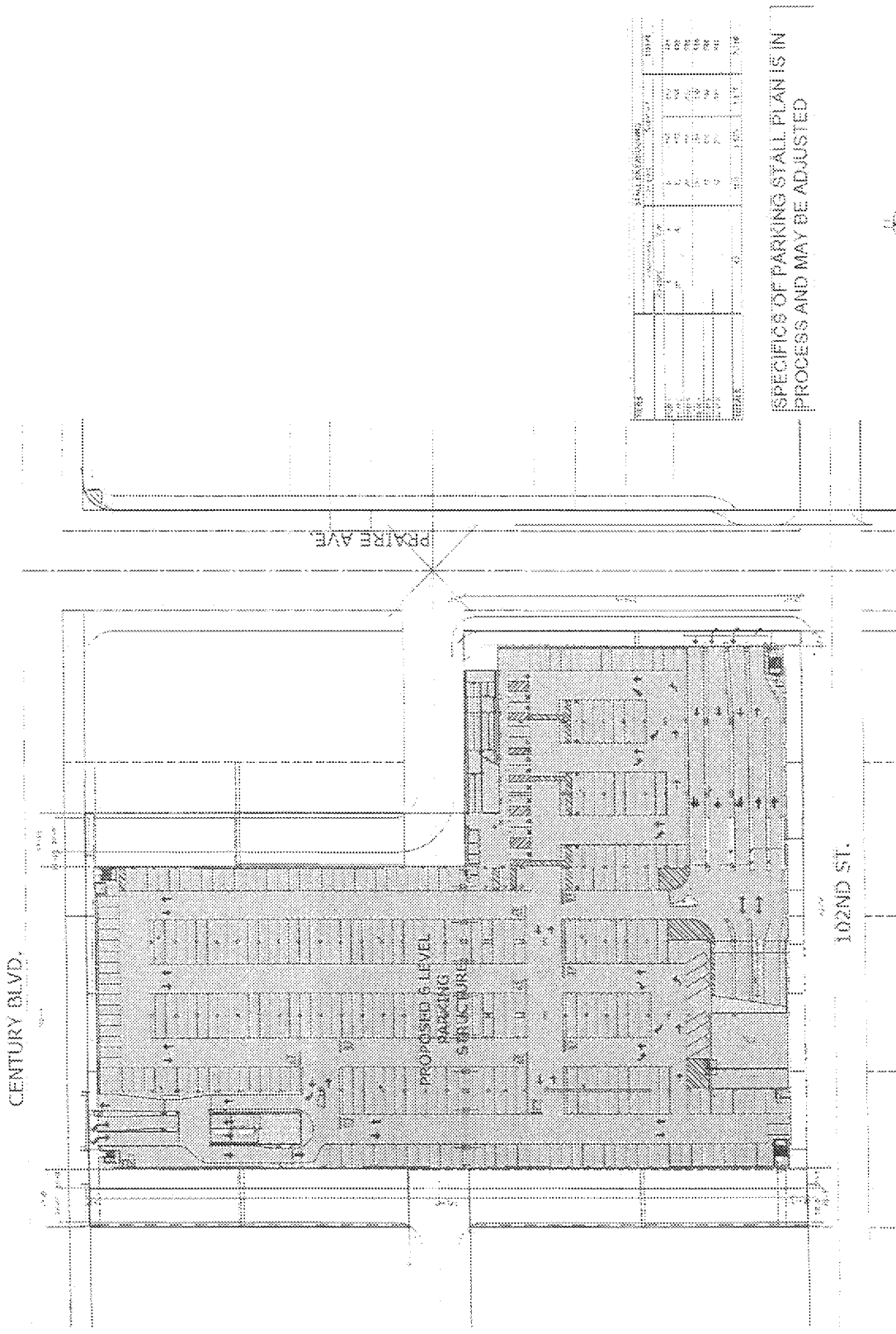
PROPOSED WEST PARKING STRUCTURE
 WEST PARKING STRUCTURE

DATE: 08/14/2008
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]



INGLWOOD BASKETBALL & ENTERTAINMENT
CENTER WEST PARKING STRUCTURE
NATIONAL FOOTBALL LEAGUE

DATE: 11/11/11
PROJECT: INGLEDWOOD BASKETBALL & ENTERTAINMENT CENTER WEST PARKING STRUCTURE
SHEET: A102



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100	ISSUED FOR PERMITTING	11/11/11

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



REVISIONS TO SITE PLAN

CENTURY BLVD.

PRAIRIE AVE.

102ND ST.

PROPOSED 5-LEVEL
PARKING
STRUCTURE



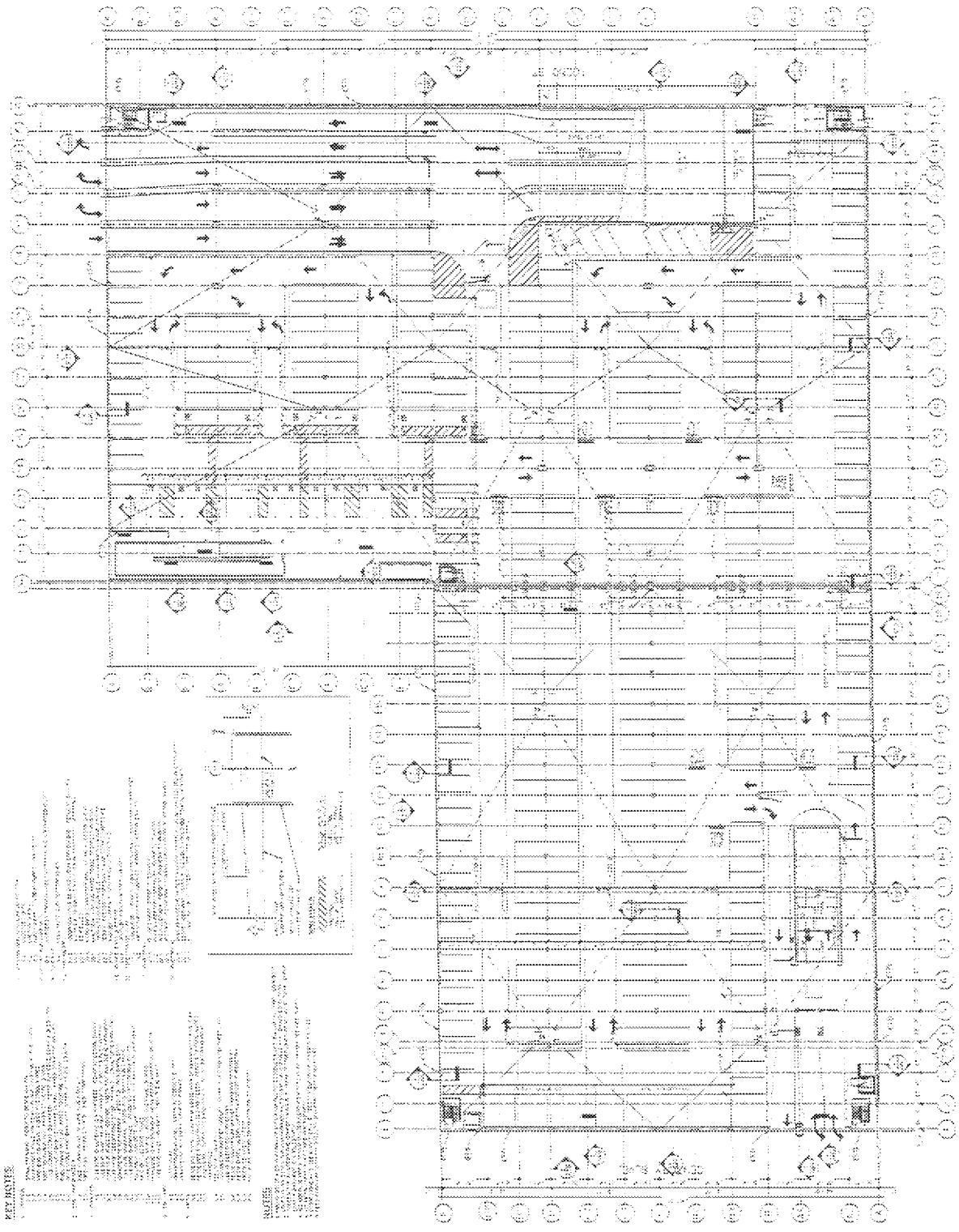
INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE

FOR GENERAL CONTRACTOR

DATE: 07/10/18
DRAWN BY: [Name]
CHECKED BY: [Name]

A201

PROJECT NO. 18-1133



FLOOR D1 FLOOR PLAN

STRENGTHS OF MATERIALS WILL BE IN FULL PROGRESS AND MAY BE VARYING

NOTES:

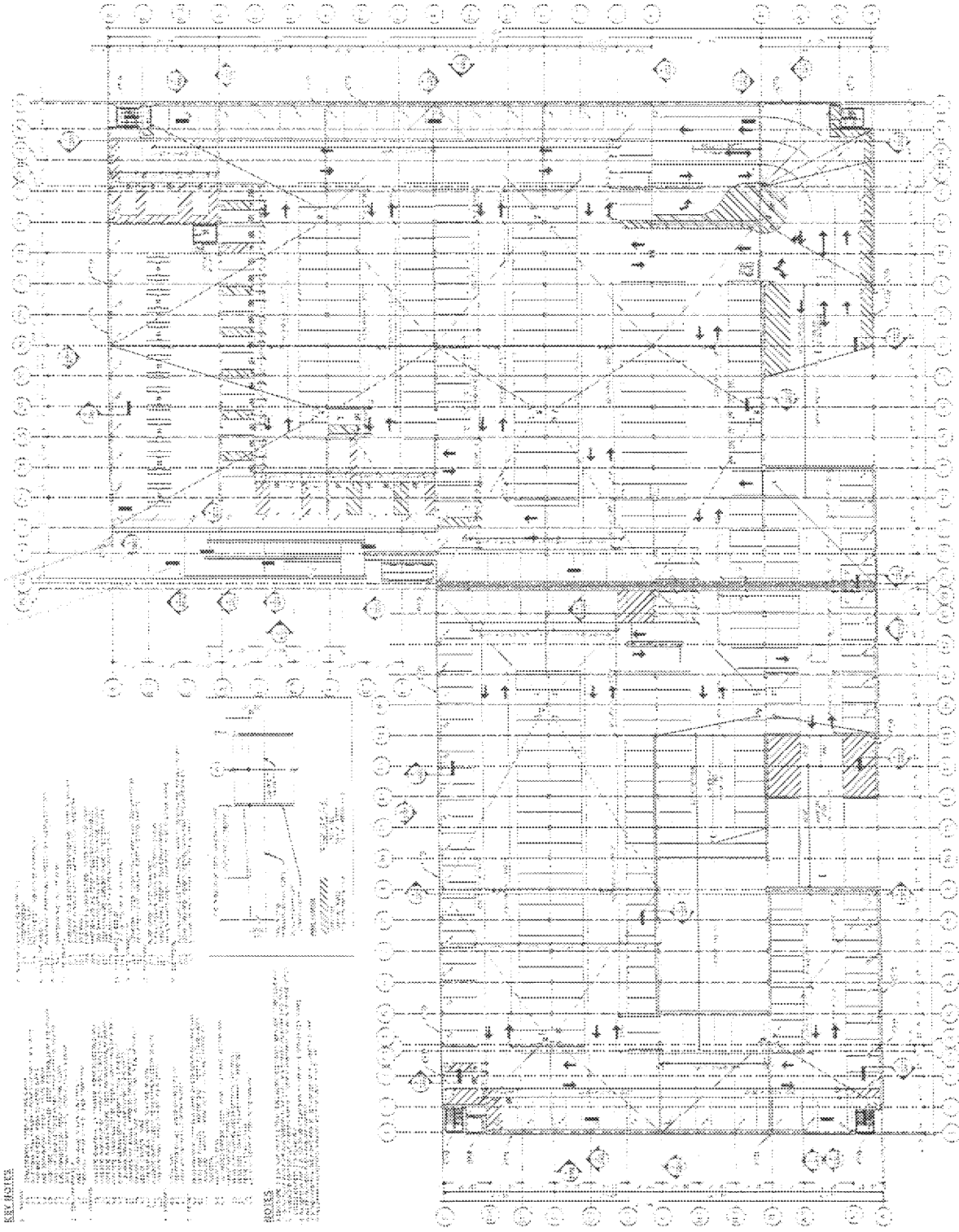
1. SEE ARCHITECTURAL DRAWINGS FOR GENERAL NOTES AND SPECIFICATIONS.
2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
3. REFER TO THE STRUCTURAL DRAWINGS FOR MEMBER SIZES AND REINFORCEMENT.
4. CONSTRUCTION METHODS SHALL BE AS PER THE LATEST EDITIONS OF THE ACI AND AIA STANDARDS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES.
7. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.
9. THE CONTRACTOR SHALL SUBMIT ALL MATERIALS AND METHODS FOR APPROVAL PRIOR TO INSTALLATION.
10. THE CONTRACTOR SHALL KEEP THE ARCHITECT ADVISED OF ANY CHANGES TO THE WORK.



INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 ARCHITECTURAL SERVICES

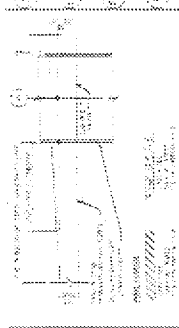
PROJECT NO.	
DATE	
SCALE	
DRAWN BY	
CHECKED BY	
APPROVED BY	

A202
 UNIVERSITY OF MISSISSIPPI



REVISIONS:

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STEEL FLOOR PLAN
 1" = 16'-0"

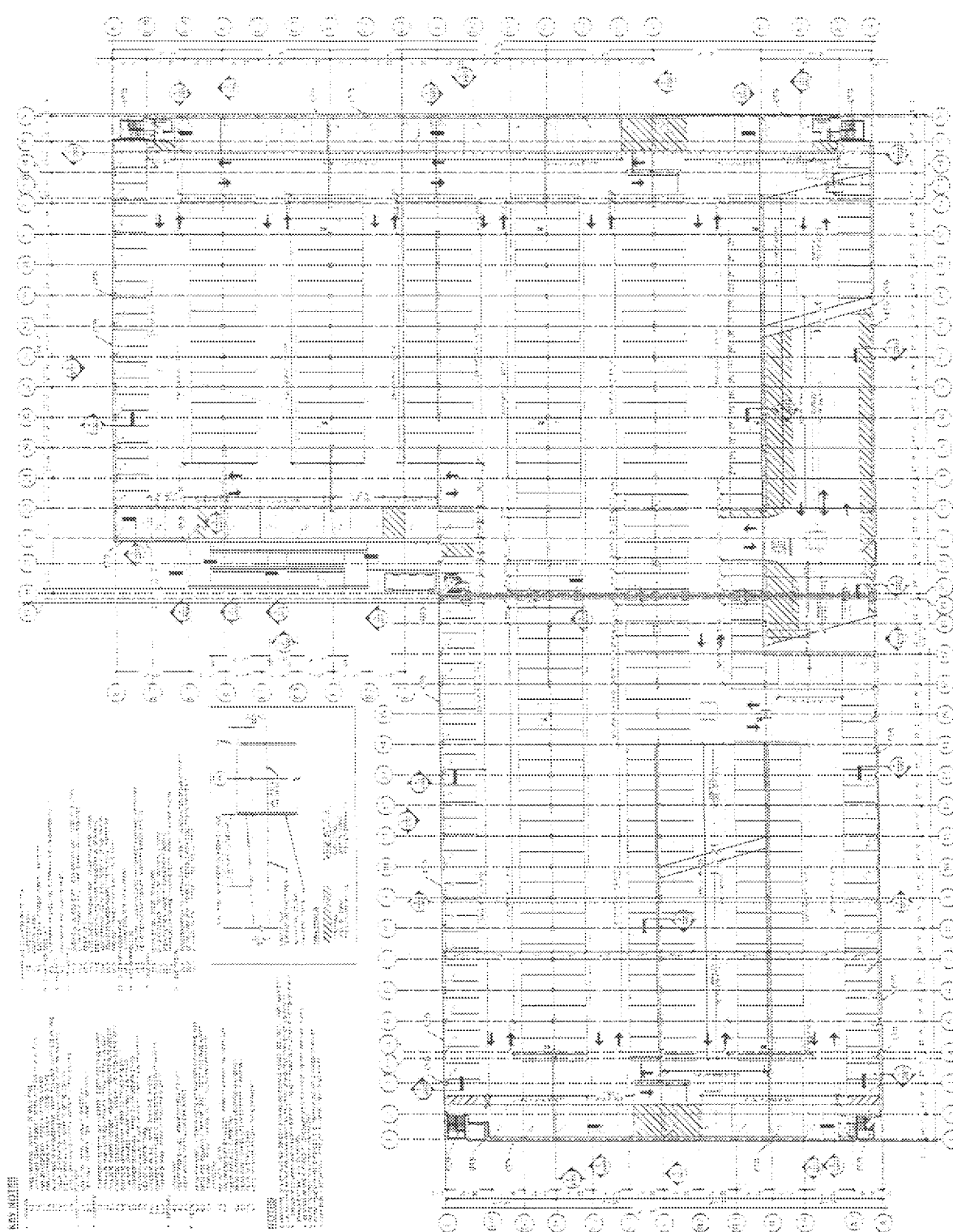
SPECIFICS OF PARKING STALL PLAN IS IN PROCESS AND MAY BE ADJUSTED



INLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 1000 WOODLAND AVENUE
 INLEWOOD, FLORIDA

DATE:	11/15/2018
PROJECT NO.:	1800100
DATE:	11/15/2018
PROJECT NO.:	1800100
DATE:	11/15/2018
PROJECT NO.:	1800100
DATE:	11/15/2018
PROJECT NO.:	1800100
DATE:	11/15/2018
PROJECT NO.:	1800100

A203
 REVISIONS SHEET



TIER 03 FLOOR PLAN
 1/8" = 1'-0"

REVISIONS

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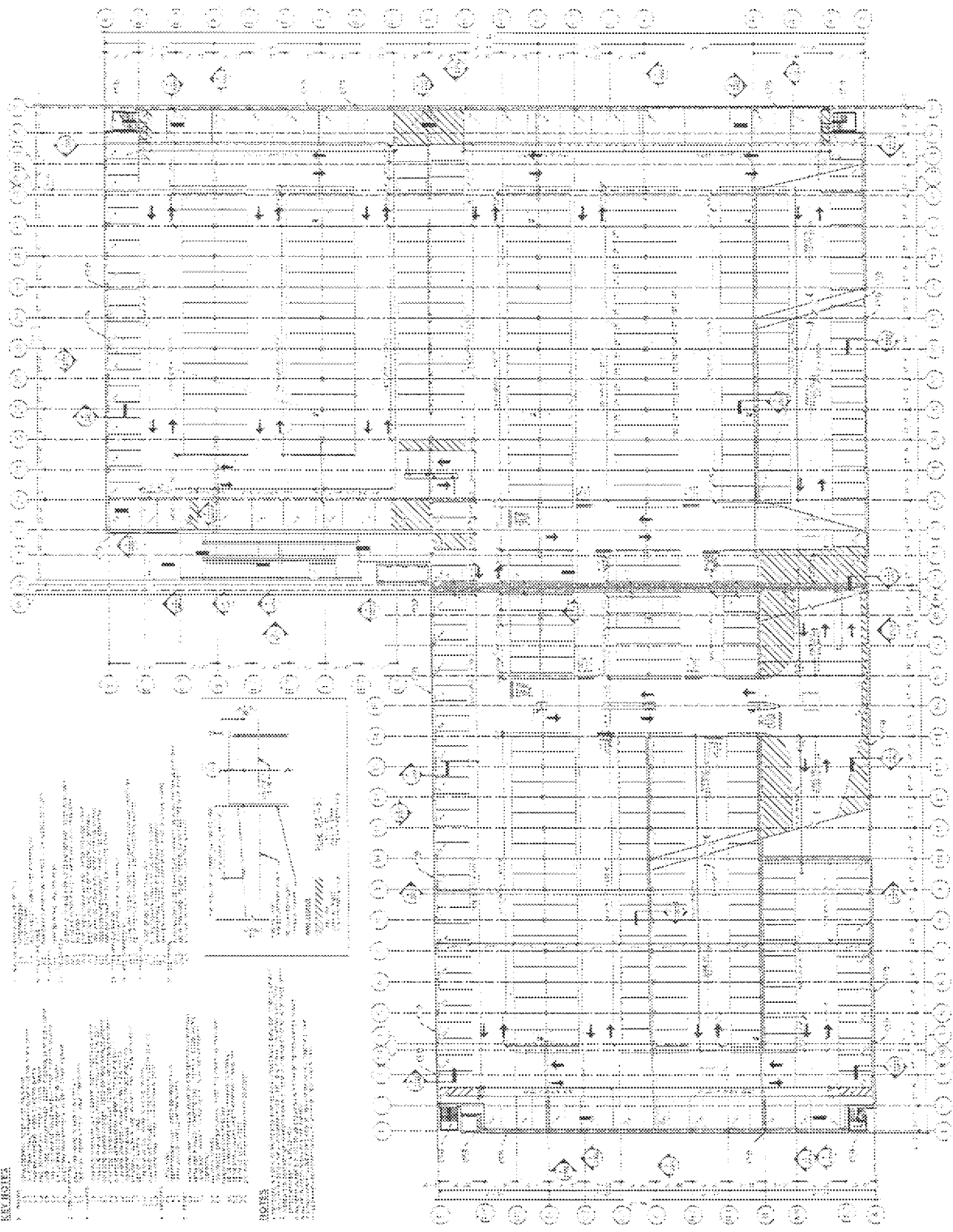
SUPPLEMENT OF PARKING SHALL BE EXHIBIT 'F' PROGRESS AND IMPROVE
 AND BOSTELL

REVISIONS:

- 1. REVISIONS TO BE MADE TO THE DRAWING SHALL BE INDICATED BY A CIRCLED NUMBER IN THE MARGINS OF THE DRAWING.
- 2. THE DRAWING SHALL BE CONSIDERED CORRECT AS SHOWN UNLESS OTHERWISE INDICATED.
- 3. THE DRAWING SHALL BE CONSIDERED CORRECT AS SHOWN UNLESS OTHERWISE INDICATED.
- 4. THE DRAWING SHALL BE CONSIDERED CORRECT AS SHOWN UNLESS OTHERWISE INDICATED.
- 5. THE DRAWING SHALL BE CONSIDERED CORRECT AS SHOWN UNLESS OTHERWISE INDICATED.
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- 9. THE DRAWING SHALL BE CONSIDERED CORRECT AS SHOWN UNLESS OTHERWISE INDICATED.
- 10. THE DRAWING SHALL BE CONSIDERED CORRECT AS SHOWN UNLESS OTHERWISE INDICATED.

NOTES:

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE CALIFORNIA BUILDING CODE (CBC).
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE CALIFORNIA BUILDING CODE (CBC).
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE CALIFORNIA BUILDING CODE (CBC).



SPECIFICS OF PARKING STALL FURNISHING SHALL BE AS REQUESTED

TIER 04 FLOOR PLAN

A204
 REVISIONS: SEE SHEETS

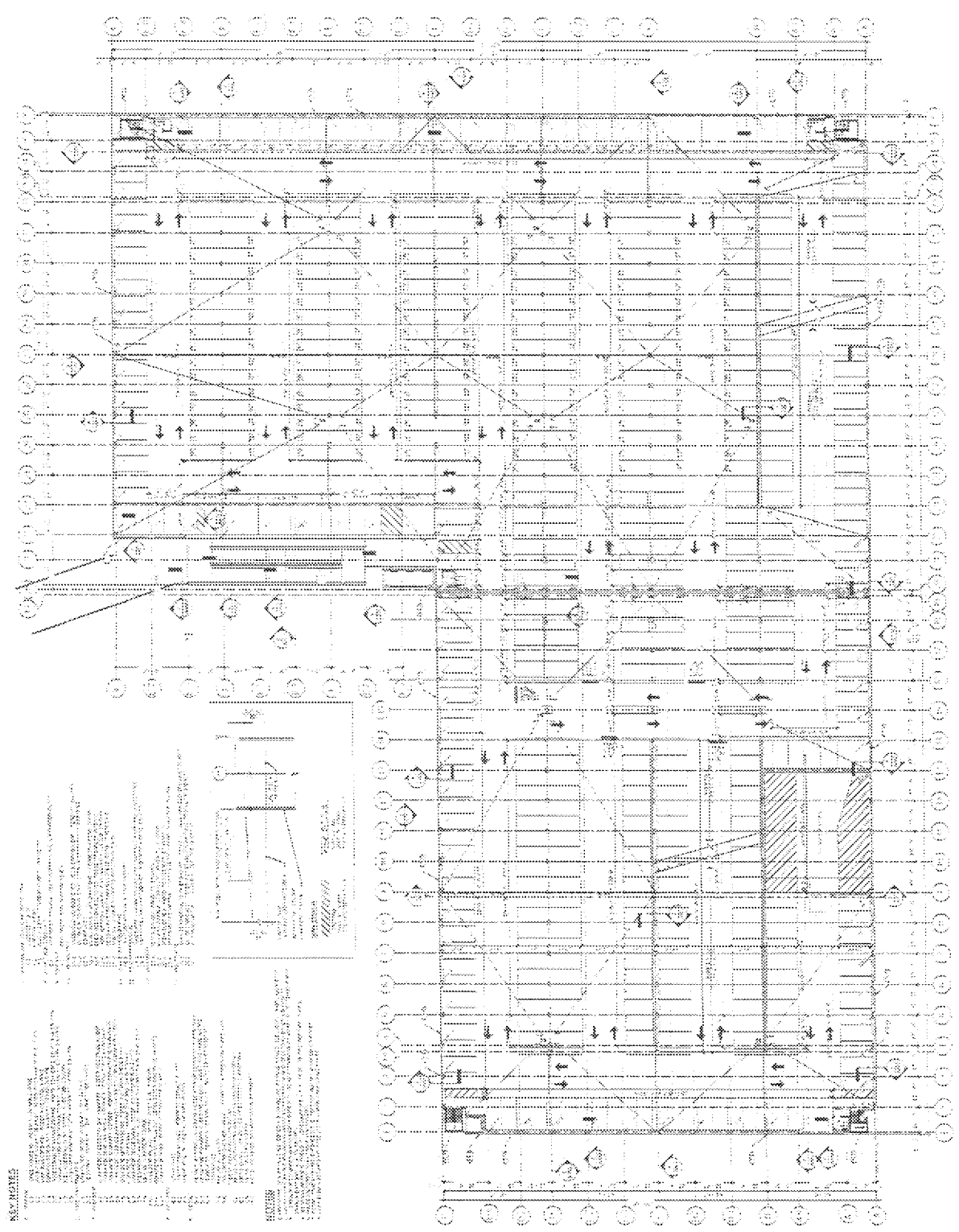
INGLESWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE



NO.	REVISION	DATE

NOTES:

- 1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
- 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
- 5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND UTILITIES.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND UTILITIES.



ALL DIMENSIONS OF FINISHES SHALL BE IN ACCORDANCE WITH THE LOCAL BUILDING CODES AND REGULATIONS. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.

1ST FLOOR PLAN

A205

PROJECT NO. 2024-001

INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE



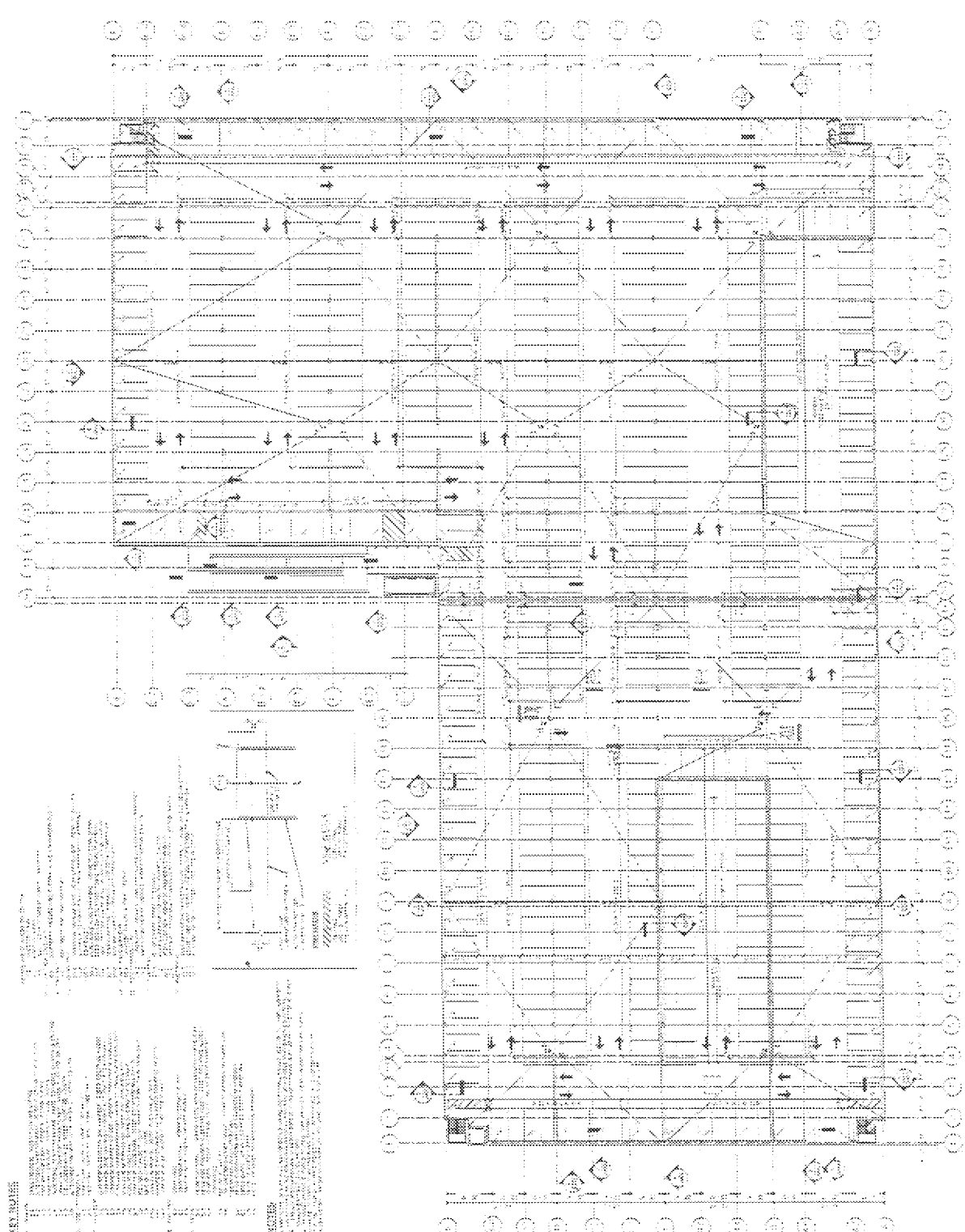


INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 (REVISION: 04/2016)

DATE	DESCRIPTION

A206
 SHEET TITLE
 PROJECT NO.
 DRAWING NO.

PROPOSED CONSTRUCTION



REVISIONS

NO.	DATE	DESCRIPTION
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TIER 25 FLOOR PLAN

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

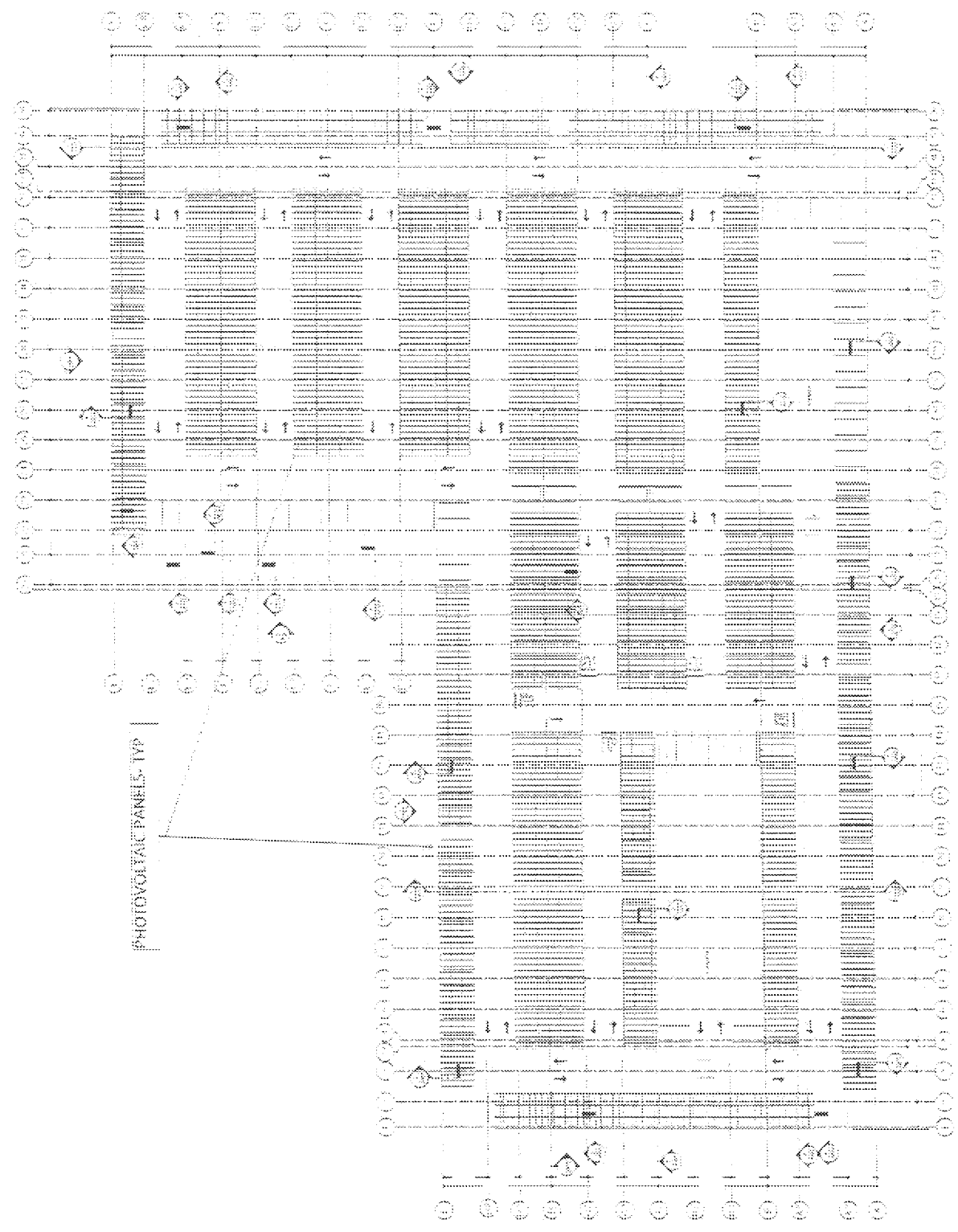


INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 10000 W. 104TH AVENUE
 WESTLAND, CALIFORNIA

THIS IS THE PARKING FLOOR PLAN

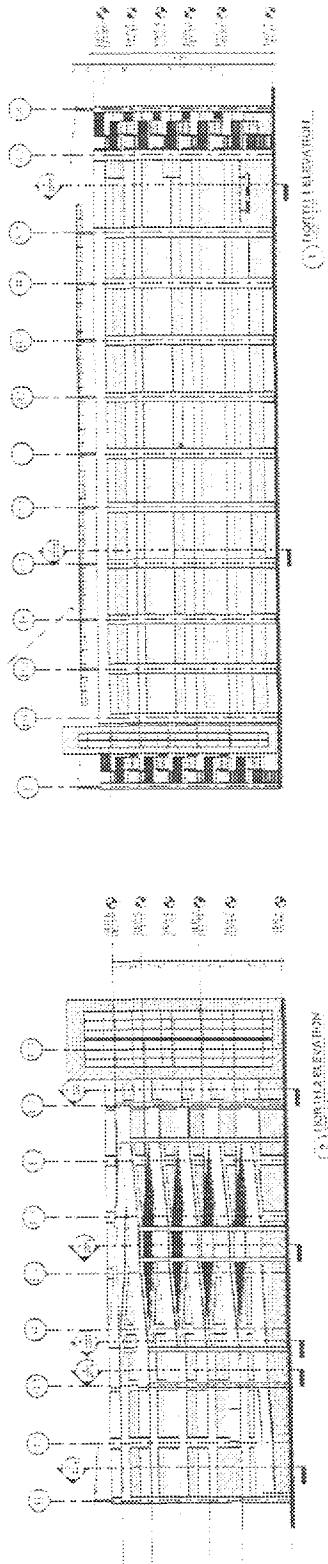
A207
 PROJECT NO. 10000 W. 104TH AVENUE
 SHEET NO. 10000 W. 104TH AVENUE
 DATE 10/10/10

PREPARED BY: [Name]

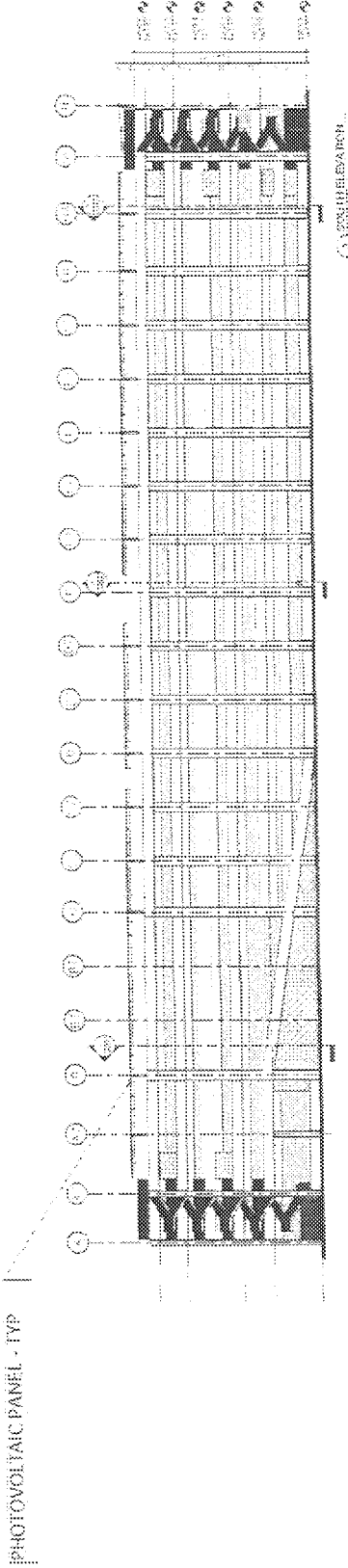


PHOTOVOLTAIC PANELS- TYP

THIS IS THE FLOOR PLAN



INLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE



NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	PHOTOVOLTAIC PANEL	100	SQ. FT.	100.00
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10/20/2010 10:00 AM

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

EAST PARKING GARAGE

JUNE 04, 2020



DATE: 12/31/2024

PROJECT: ...

LOCATION: ...

DATE: ...

PROJECT: ...

LOCATION: ...

DATE: ...

PROJECT: ...

LOCATION: ...

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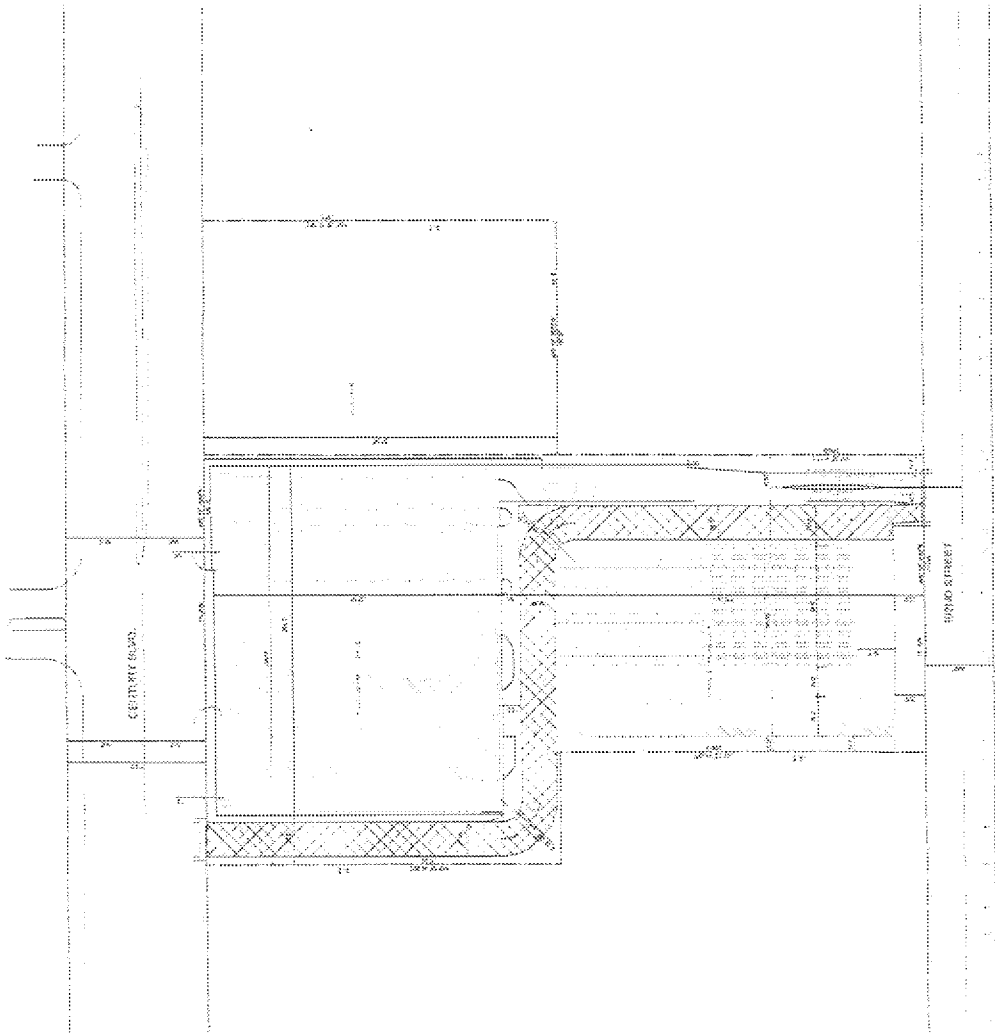
LOCATION: ...

DATE: ...

PROJECT: ...

LOCATION: ...

DATE: ...



EAST PARKING STRUCTURE



- LEGEND
- Area to be ...
- ...
- ...
- ...
- ...

DESCRIPTION:

...

DESIGNER'S NAME:

...

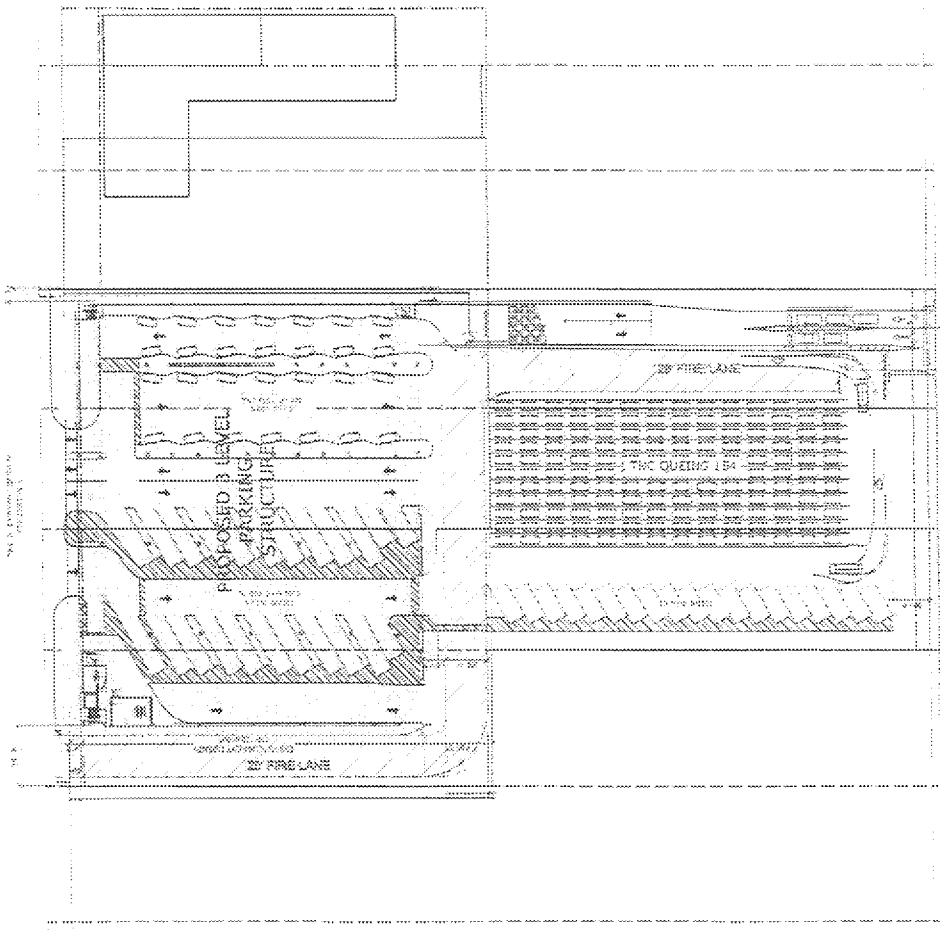
DATE	DESCRIPTION
...	...
...	...



PROJECT: ...
 LOCATION: ...
 DATE: ...

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
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18	SEE SHEET A118 FOR GENERAL NOTES
19	SEE SHEET A119 FOR GENERAL NOTES
20	SEE SHEET A120 FOR GENERAL NOTES

SPECIFICS OF DIMENSIONS SHALL BE IN ACCORDANCE WITH ANY CITY ORDINANCES



A101

DATE: 10/15/2011

SCALE: AS SHOWN

DRAWN BY: J. HARRIS

CHECKED BY: J. HARRIS

APPROVED BY: J. HARRIS

PROJECT NO.: 11-0000

SHEET NO.: 1 OF 1

CLIENT: NOLWOOD BASKETBALL & ENTERTAINMENT CENTER

LOCATION: 1000 CENTURY BLVD., NOLWOOD, MO 63121

DATE: 10/15/2011

SCALE: AS SHOWN

DRAWN BY: J. HARRIS

CHECKED BY: J. HARRIS

APPROVED BY: J. HARRIS

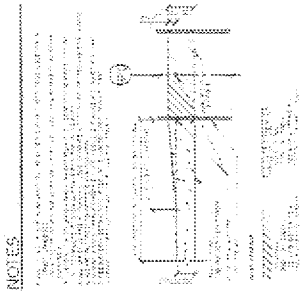
PROJECT NO.: 11-0000



MOLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE

TWO P. FLOOR PLAN
A201

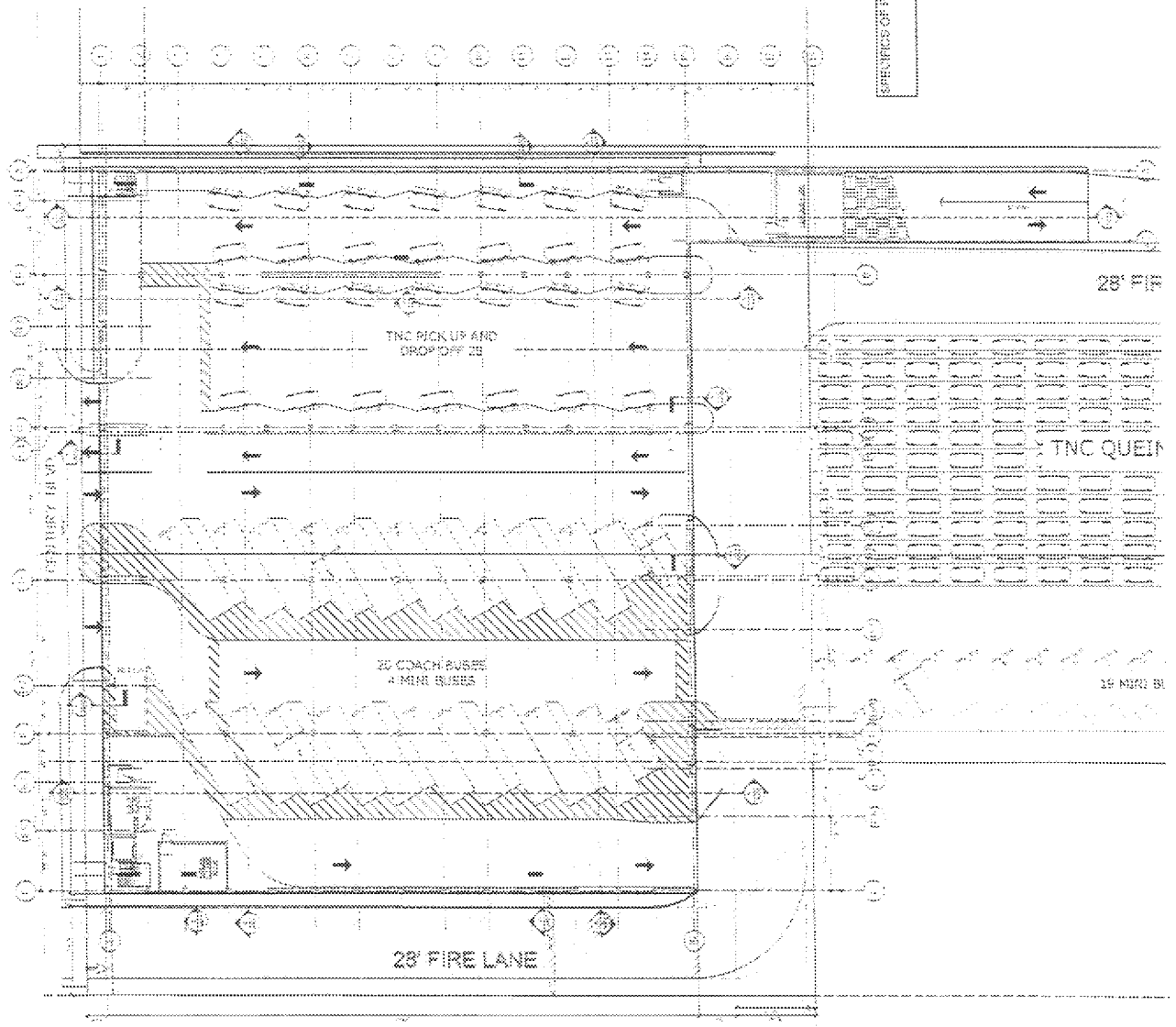
REV. NOTES
1. SEE SHEET A200 FOR GENERAL NOTES AND SPECIFICATIONS.
2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
4. VERIFY ALL FIELD CONDITIONS PRIOR TO CONSTRUCTION.
5. MAINTAIN PROPER CLEARANCES AS SHOWN.
6. PROVIDE SLOPED CURBS AS NOTED.
7. PROVIDE 28' FIRE LANE CLEARANCE AS SHOWN.
8. PROVIDE 15' MINIMUM CLEARANCE FOR TNC QUEUES.
9. PROVIDE 15' MINIMUM CLEARANCE FOR TNC RICK UP AND DROP OFF ZONE.
10. PROVIDE 20' COACH BUS AND 4' MINI BUS CLEARANCE AS SHOWN.
11. PROVIDE 28' FIRE LANE CLEARANCE AS SHOWN.
12. PROVIDE 15' MINIMUM CLEARANCE FOR TNC QUEUES.
13. PROVIDE 15' MINIMUM CLEARANCE FOR TNC RICK UP AND DROP OFF ZONE.
14. PROVIDE 20' COACH BUS AND 4' MINI BUS CLEARANCE AS SHOWN.
15. PROVIDE 28' FIRE LANE CLEARANCE AS SHOWN.



SPECIFICS OF PARKING STALL PLANS IN PROCESS AND MAY BE ADJUSTED



TWO P. FLOOR PLAN



STATE OF TENNESSEE



INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 GENERAL NOTES

DATE	NO.	DESCRIPTION

A203

PROJECT NO. 12345

KEY NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

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

5. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE EXISTING FINISH FLOOR.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

7. ALL CONCRETE SHALL BE CAST AND CURED IN ACCORDANCE WITH THE ACI 308.3R-02 SPECIFICATION.

8. ALL REINFORCING STEEL SHALL BE EPOXY COATED AND INSTALLED IN ACCORDANCE WITH THE ACI 308.3R-02 SPECIFICATION.

9. ALL WALLS SHALL BE CONCRETE ON MASONRY FOUNDATION.

10. ALL FLOORS SHALL BE CONCRETE ON MASONRY FOUNDATION.

11. ALL ROOFS SHALL BE CONCRETE ON MASONRY FOUNDATION.

12. ALL EXTERIOR WALLS SHALL BE FINISHED WITH CONCRETE FORM FINISH.

13. ALL INTERIOR WALLS SHALL BE FINISHED WITH PLASTER AND PAINT.

14. ALL CEILING SHALL BE FINISHED WITH PLASTER AND PAINT.

15. ALL FLOORS SHALL BE FINISHED WITH POLISHED CONCRETE.

16. ALL ROOFS SHALL BE FINISHED WITH BURNT CLAY TILE ON CONCRETE DECK.

17. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL, ELECTRICAL AND PLUMBING CODES.

18. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE AND THE NATIONAL PLUMBING CODE.

19. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE ALARM AND SIGNALING CODE.

20. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL SAFETY CODE.

NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

2. ALL CONCRETE SHALL BE CAST AND CURED IN ACCORDANCE WITH THE ACI 308.3R-02 SPECIFICATION.

3. ALL REINFORCING STEEL SHALL BE EPOXY COATED AND INSTALLED IN ACCORDANCE WITH THE ACI 308.3R-02 SPECIFICATION.

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8. ALL INTERIOR WALLS SHALL BE FINISHED WITH PLASTER AND PAINT.

9. ALL CEILING SHALL BE FINISHED WITH PLASTER AND PAINT.

10. ALL FLOORS SHALL BE FINISHED WITH POLISHED CONCRETE.

11. ALL ROOFS SHALL BE FINISHED WITH BURNT CLAY TILE ON CONCRETE DECK.

12. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL, ELECTRICAL AND PLUMBING CODES.

13. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE AND THE NATIONAL PLUMBING CODE.

14. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE ALARM AND SIGNALING CODE.

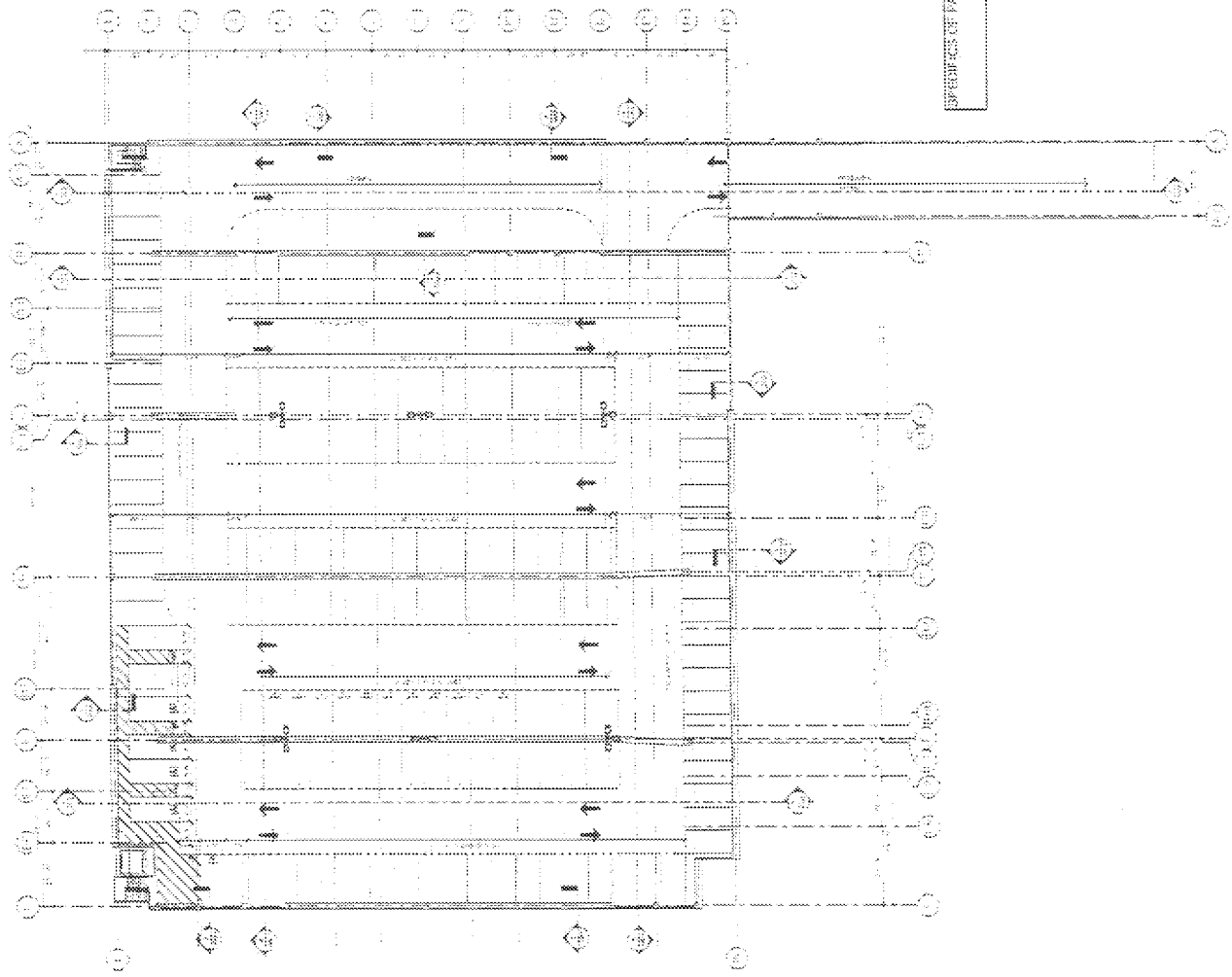
15. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL SAFETY CODE.



SPECIFICS OF PARKING STALL PLACES & PROCESSES ARE TO BE ADVISED



FLOOR PLAN





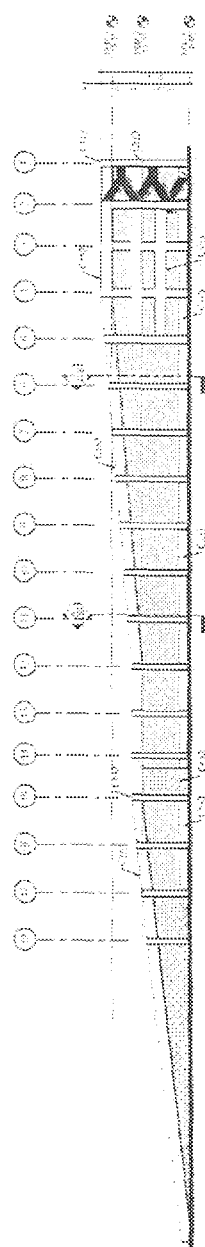
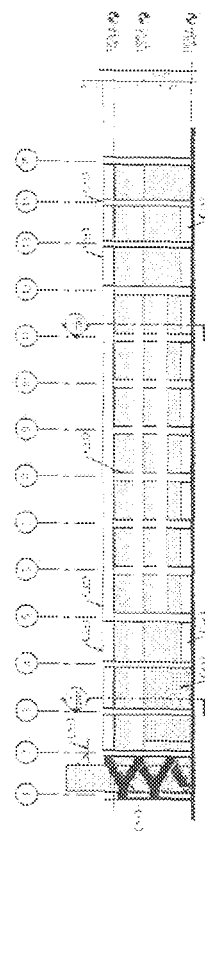
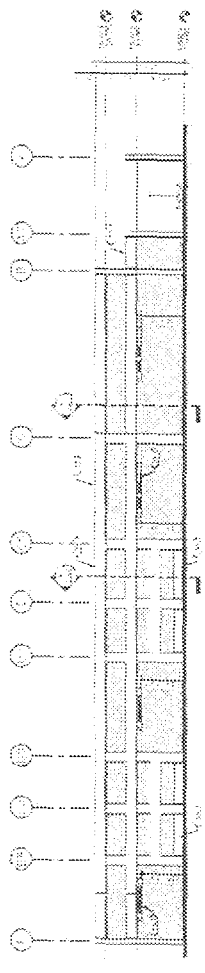
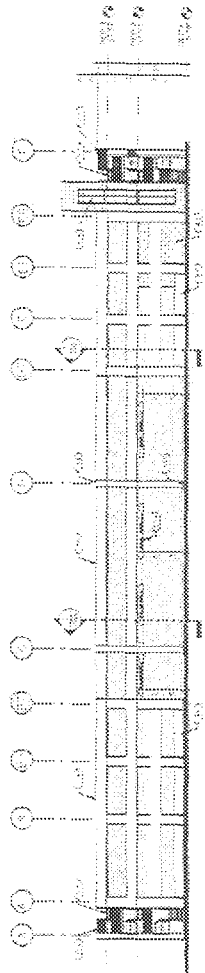
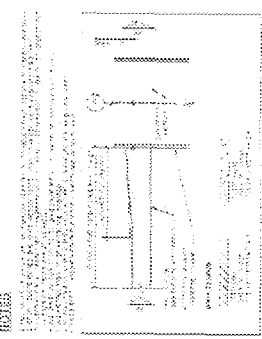
**INLANDWOOD SAKS/BALL & ENTERTAINMENT
CENTER PARKING STRUCTURE**

PROJECT NO.	1001
DATE	08/11/11
SCALE	AS SHOWN
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...

1001
08/11/11

REVISIONS

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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