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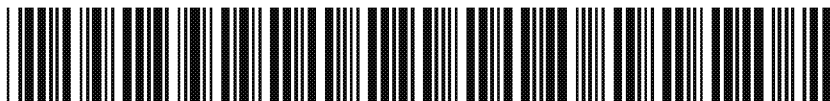
Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

06/05/14 AT 09:45AM

FEES:	48.00
TAXES:	0.00
OTHER:	0.00
PAID:	48.00



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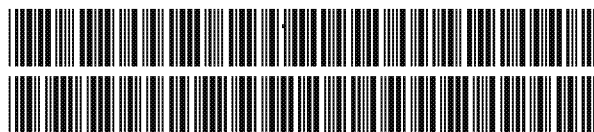
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DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY, AND  
AFTER RECORDING RETURN TO:

Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue, Ste. 4900  
Los Angeles, California 90071  
Attention: Amy R. Forbes, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION OF  
RESERVED EASEMENTS (CIVIC SITE)**

This ASSIGNMENT AND ASSUMPTION OF RESERVED EASEMENTS (CIVIC SITE) ("**Assignment**") is dated this 4th day of June, 2014 (the "**Effective Date**"), by and among HOLLYWOOD PARK LAND COMPANY, LLC, a Delaware limited liability company ("**Assignor**"), and HOLLYWOOD PARK RESIDENTIAL INVESTORS, LLC, a Delaware limited liability company and HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC, a Delaware limited liability company (individually and collectively, as the context may require, "**Assignee**").

**RECITALS**

A. Assignor and the City of Inglewood, a municipal corporation (the "**City**") are parties to that certain Grant Deed and Irrevocable Offer of Dedication, dated January 20, 2010 and recorded on June 23, 2010 in the Official Records of Los Angeles County, California as Instrument No. 20100858621 (the "**Grant Deed**"), whereby Assignor reserved for itself nine (9) certain easements in gross and easements appurtenant for the benefit of the property more particularly described in Exhibit D of the Grant Deed (the "**Property**"), consisting of the Construction and Slope Easement, the Monitoring Well Easement, the Rough Grading and Street Improvement Easement, the Landscape Easement, the Potable Waterline Easement, the Reclaimed Waterline Easement, the BP Pipeline Easement, the Traffic Signal Equipment Easement, and the Monument Sign Easement (collectively, the "**Easements**").

B. Assignor has transferred its right, title, and interest in the Property to Assignee. Pursuant to Section 7 of the Grant Deed, Assignor desires to assign to Assignee all of Assignor's right, title and interest in the Easements, and Assignee desires to accept the foregoing and assume Assignor's obligations under the Grant Deed to the extent arising out of the period commencing on, or accruing from or after, the Effective Date.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

101734574.4

DOCUMENTARY TRANSFER TAX \$	0
— COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	
— OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX. FIRM NAME	

*This is a conveyance of an easement and the consideration and value is less than \$100.00, R & T 11911.*

1. Assignment and Assumption of Easements. Effective from and after the Effective Date, (i) Assignor hereby transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in the Easements, and (ii) Assignee hereby assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Grant Deed with respect to the Easements to the extent arising out of the period commencing on, or accruing from or after, the Effective Date. In addition, Assignor transfers, assigns and delivers to Assignee any and all additional rights Assignor has under the Grant Deed in relation to the Easements, including its right under Section 7 of the Grant Deed to use during construction such areas adjacent to the Easements as may be reasonably necessary for the performance of the work and for access to the work during construction.

2. Governing Law. This Assignment shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of California, without regard to its conflicts of law principles. Assignor and Assignee submit to venue and jurisdiction in Los Angeles County, California Superior Court, and hereby waive the right to be sued in any other place.

3. Binding Effect. This Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

4. Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Reserved Easements (Civic Site) as of the Effective Date.

**ASSIGNOR:**

**HOLLYWOOD PARK LAND COMPANY, LLC,**  
a Delaware limited liability company

By: *[Signature]*  
Name: TERRENCE E. FANCHER  
Title: PRESIDENT

State of California )  
County of Los Angeles )

On June 3, 2014, before me, Hannah H. Kim,  
(insert name of notary)

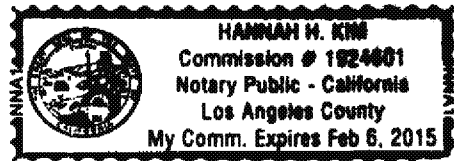
Notary Public, personally appeared Terrence E. Fancher,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same  
in his/~~her/their~~ authorized capacity(ies), 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 *[Signature]*

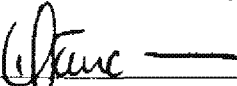
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**ASSIGNEE:**

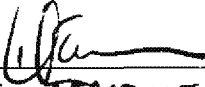
**HOLLYWOOD PARK RESIDENTIAL INVESTORS,  
LLC,**

a Delaware limited liability company

By:   
Name: TERRENCE B. FAUCHER  
Title: PRESIDENT

**HOLLYWOOD PARK RETAIL/COMMERCIAL  
INVESTORS, LLC,**

a Delaware limited liability company

By:   
Name: TERRENCE B. FAUCHER  
Title: PRESIDENT

State of California  
County of Los Angeles }

On June 3, 2014, before me, Hannah H. Kim,

(insert name of notary)

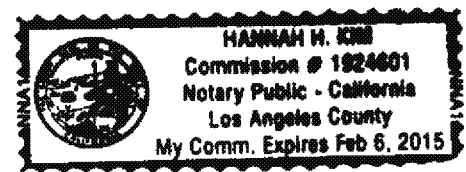
Notary Public, personally appeared Terrence E. Faucher  
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in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hannah H. Kim

(Seal)



State of California  
County of Los Angeles }

On June 3, 2014, before me, Hannah H. Kim,

(insert name of notary)

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Signature Hannah H. Kim

(Seal)

