

## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this “**DDA**”) is entered into as of January 29, 2002 (“**Effective Date**”), by and among THE CARSON REDEVELOPMENT AGENCY (“**Agency**”), THE CITY OF CARSON, California (“**City**”) and ANSCHUTZ SOUTHERN CALIFORNIA SPORTS COMPLEX, LLC, a Delaware limited liability company (“**Developer**”) (individually a “**Party**,” or collectively, the “**Parties**”). This DDA is made and entered into with reference to the following facts:

### RECITALS

WHEREAS, City, by Ordinance No. 71-205, as amended by later adopted ordinances, originally adopted the Redevelopment Plan for the Redevelopment Project Area No. 1 (“**Redevelopment Plan**”) on December 20, 1971; and

WHEREAS, City’s goals and objectives stated in the Redevelopment Plan include, without limitation, elimination and prevention of the spread of blight and deterioration, and the conservation, rehabilitation and redevelopment of Redevelopment Project Area No. 1 (the “**Redevelopment Project Area**”), the encouragement, cooperation and participation of business persons and public agencies in revitalizing the Redevelopment Project Area and the promotion of economic well being of the Redevelopment Project Area while creating desirable uses and jobs for local residents; and

WHEREAS, Developer will develop (a) a substantial new state-of-the-art sports complex and national training center, on the campus of California State University, Dominguez Hills (“**CSUDH**”) adjacent to the Redevelopment Project Area that will further the goals and objectives of the Redevelopment Plan, which complex will include: a soccer stadium, a track and field facility, a new competitive-standard velodrome to replace the existing velodrome, a national sports academy for numerous sports, upgraded campus athletic facilities and gymnasium, a jogging trail/par course fitness facility and on-site parking areas and potentially, a tennis stadium (“**National Training Center**” or “**NTC**”), and (b) the Signage Improvements (defined in Section 1.3) to be located on two Sites (defined in Section 1.2) within the Redevelopment Project Area as more particularly described herein (“**Signage Project**”), all of the foregoing, including the NTC and the Signage Project, being collectively referred to as the “**NTC Project**”; and

WHEREAS, to promote the viability of, and attract patrons to, the NTC, Developer desires to construct on each of the two selected Sites an electronic message center marquee sign as more fully described in Section 1.3 and in the Conceptual/Schematic Design Drawings attached hereto as Exhibit 9; and

WHEREAS, Agency and City agree that this DDA, by facilitating and encouraging appropriate new private investment and development adjacent to the Redevelopment Project

Area, will enhance the employment and tax base of City and implement the goals and objectives of the Redevelopment Plan and City's General Plan; and

WHEREAS, Developer, in consideration of the benefits and opportunities provided by the NTC and the Signage Improvements and the cooperation and assistance of Agency and City in connection therewith, will provide assurances to Agency and City that Developer will implement the Public Benefit Initiatives (defined in Section 4.5) providing for local employment opportunities, community programs, increased tax revenues, public services, safety and traffic programs, and coordination for future business and development opportunities around the NTC; and

WHEREAS, in order to provide certainty and render the development of the Signage Improvements more viable in light of the significant amount of capital investment necessary to develop the Signage Improvements, and the importance of the Signage Improvements to the success of the NTC, Developer requires the cooperation of Agency and City to assure (to the extent herein provided) that the Signage Improvements will be legally permissible under the applicable zoning and building codes in effect at the time construction of the Signage Improvements begins; and

WHEREAS, to maintain the viability of the Signage Improvements and the NTC, Developer requires the cooperation of Agency and City to assure (to the extent herein provided) that the Signage Improvements will be and will remain open to view from the adjacent freeways and other lands as further described herein; and

WHEREAS, the Parties agree that the best method for providing the desired cooperation and assurances, is for the Parties to enter into this DDA, and for Agency and City simultaneously to enter into a cooperation agreement ("**Cooperation Agreement**"), under the authority of California Health and Safety Code Section 33220, whereby (to the extent provided in such Cooperation Agreement) Agency and City will agree to cooperate to amend the Carson Zoning Ordinance and to undertake such other reasonable and appropriate actions as are necessary to allow the construction, use, operation, maintenance, repair and replacement of the Signage Improvements on the Sites as further described herein; and

WHEREAS, to effectuate the purposes of this DDA and the Cooperation Agreement as more particularly provided below, Agency shall agree to acquire ownership or leasehold control of certain of the Sites and then to enter into a lease or sublease of the ground for each acquired Site with Developer or to otherwise assist Developer in entitlement and development of the Signage Improvements, allowing Developer to construct, use, maintain, repair and replace the Signage Improvements on each such Site; and

WHEREAS, all initially capitalized terms used and not defined in this DDA shall have the meaning ascribed to them in the Glossary of Defined Terms attached hereto as Exhibit 1.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and agreements set forth in this DDA and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. SUBJECT OF DDA

1.1 Purpose of DDA. The purpose of this DDA, as described in the Recitals hereto, is to further the Redevelopment Plan by providing for the disposition to Developer of certain real property interests in the Redevelopment Project Area, referred to herein as the "Sites," and for provision by Agency and City of other assistance to Developer in connection with the entitlement and development of the Signage Improvements, all as more particularly provided below. In general, Agency (to the extent herein provided) will acquire an ownership or leasehold interest in, or Developer will acquire an ownership or leasehold interest in, certain Sites more fully described in Section 1.2, Agency shall obtain Entitlements for such Sites, and Developer shall construct the Signage Improvements thereon. With respect to Sites in which Agency acquires or has a fee interest, Agency (to the extent herein provided) will ground lease such Site directly to Developer pursuant to a Ground Lease. With respect to Sites in which Agency acquires a leasehold interest pursuant to a Primary Ground Lease with the property owner, Agency will enter into a Ground Sublease with Developer for such Site, in each case subject to approval by Agency Board by resolution following a public hearing or hearings, in accordance with California Health and Safety Code Sections 33431 and 33433. The further purpose of this DDA is to enable the controlled development of the Signage Project.

1.2 The Sites. There shall be two pieces of real property (collectively, the "Sites" or each individually, a "Site") determined as set forth below, which are to be located within the Redevelopment Project Area. One Site will be located near the intersection of Avalon Boulevard and the 91 Freeway in City ("**91 Site**"), and the other Site will be located near the intersection of Avalon Boulevard and the 405 Freeway in City ("**405 Site**").

1.2.1 91 Site. The 91 Site shall be determined as follows, subject to the terms and conditions of this DDA, including, without limitation, Sections 3.1.3 and 3.10:

1.2.1.1 The primary proposed location of the 91 Site is on a portion of a larger parcel owned by Carson Property, LLC and currently in escrow to be purchased by Carson-91, LLC ("**Carson LLC**"). This Site (the "**Carson 91 Property**") is illustrated on the site map attached hereto as Exhibit 2 and is more particularly described on the legal description attached hereto as Exhibit 3. Prior to the execution of this DDA, Developer, in cooperation with Agency staff, has negotiated with Carson LLC a form of ground lease for the Carson 91 Property which is acceptable to each of the foregoing parties. This form of Primary Ground Lease (the "**Carson 91 Primary Ground Lease**") has been memorialized in that certain Lease Option Agreement entered into by and between Developer and Carson LLC (the "**Carson LLC-ASC**").

**Lease Option**”). Concurrently with its review and approval of this DDA, Agency shall review and shall approve or disapprove, in accordance with the provisions of this DDA, including, but not limited to Section 3.10, the form and substance of the Carson 91 Primary Ground Lease. If so approved by Agency, then as soon as is reasonably practicable following close of escrow by Carson LLC with respect to the Carson 91 Property: (a) Developer shall assign and Agency shall assume Developer’s interest in the Carson LLC-ASC Lease Option and (b) Agency shall exercise such option and shall enter into the Carson 91 Primary Ground Lease with Carson LLC for the Carson 91 Property, with the execution of the Carson 91 Primary Ground Lease to occur on or prior to the date provided therefor in the Schedule of Performance. Promptly upon execution of the Carson 91 Primary Ground Lease, City shall issue, without condition, a Certificate of Compliance for the premises described in the Primary Ground Lease, and Agency shall assign its interest in the Primary Ground Lease to Developer within the time period set forth therefor in the Schedule of Performance. If a Certificate of Compliance cannot be issued by City within 30 days of the execution of the Primary Ground Lease, then Agency shall promptly enter into a Ground Sublease with Developer for the Carson 91 Property upon the same terms and conditions, including, without limitation, economic terms as those set forth in the Carson 91 Primary Ground Lease, as modified by the provisions of Section 4 of this DDA, including the indemnity provisions set forth in Section 4.6.

1.2.1.2 Simultaneously with the negotiation of the Carson 91 Primary Ground Lease, Agency and Carson LLC have been in negotiation concerning the possible put by Carson LLC of the Carson 91 Property and certain additional properties to Agency, upon terms and conditions to be agreed between such parties. With respect to the Carson 91 Property, in the event that (a) prior to (i) the execution of the Carson 91 Primary Ground Lease by Carson LLC and Agency and (ii) the assignment of a Primary Ground Lease by Agency to Developer or the execution of the Ground Sublease by Agency and Developer, Agency acquires a fee interest in the Carson 91 Property and (b) Agency has approved the form of the Carson 91 Primary Ground Lease, then Agency shall enter into a Ground Lease of the Carson 91 Property with Developer within the time period set forth therefor in the Schedule of Performance, upon the same terms and conditions including, without limitation, economic terms, as those set forth in the Carson LLC/ASC Lease Option. In the event that Agency is unable timely to acquire a ground leasehold interest or fee interest in the Carson 91 Property pursuant to the provisions of this Section, then the Parties shall comply with the provisions of Section 1.2.1.3.

1.2.1.3 If Agency is unable to acquire a ground leasehold interest or fee interest in the Carson 91 Property as described in Sections 1.2.1.1 or 1.2.1.2, Agency, as determined in its sole and absolute discretion pursuant to Section 3.1.3, shall endeavor to acquire a fee interest in the Carson 91 Property through the exercise of its powers of eminent domain, which, if exercised, must be completed within the time period provided therefor in the Schedule of Performance. Upon acquisition of the Carson 91 Property and approval of the form of the Carson 91 Primary Ground Lease, Agency shall enter into a Ground Lease of this Site with Developer within the time period provided therefor in the Schedule of Performance and on the same terms and conditions, including, without limitation, economic terms, set forth in the Carson 91 Primary Ground Lease. Notwithstanding adoption by Agency of a resolution of necessity with respect to condemnation (or negotiation in advance of condemnation) of the Carson 91

Property, Agency shall not be obligated to proceed with such negotiation or acquisition until such time as Developer has posted security as set forth in Section 3.1.4 of this DDA.

1.2.1.4 If Agency declines to exercise its powers of eminent domain with respect to the Carson 91 Property, Agency shall utilize as the 91 Site a portion of that property owned by Agency shown on the site map attached hereto as Exhibit 4. Agency shall endeavor to enter into a Ground Lease of this Site with Developer within the time period provided therefor in the Schedule of Performance.

1.2.2 **405 Site.** The 405 Site shall be determined as follows, subject to the terms and conditions of this DDA including, without limitation, Sections 3.1.3 and 3.10:

1.2.2.1 The primary proposed location of the 405 Site is that certain parcel (the "**Cohen Trust Property**") owned one-half by the Abraham and Goldie Cohen Trust and one-half by the Samuel and Ruth Cohen Family Trust (collectively, the "**405 Site Owners**"), and is shown on the site map attached hereto as Exhibit 5 and is more particularly described on the legal description attached hereto as Exhibit 6. Developer shall promptly endeavor to acquire a Ground Lease interest in the Cohen Trust Property through negotiation with the 405 Site Owners, with such Ground Lease to be entered into within the time period provided therefor in the Schedule of Performance. In the event that Developer is unable to timely to acquire a Ground Lease interest in the Cohen Trust Property, then the Parties shall comply with the provisions of Section 1.2.2.2.

1.2.2.2 If Developer is unable to acquire a Ground Lease interest in the Cohen Trust Property on terms acceptable to it in its sole discretion, Agency will seek to acquire a Primary Ground Lease interest, on terms acceptable to it and to Developer, each in its sole discretion, in a portion of the property owned by the Department of Water and Power of City of Los Angeles ("**DWP**"), shown on the site map attached hereto as Exhibit 7 (the "**DWP Property**"). Agency shall promptly endeavor to acquire a Primary Ground Lease interest in this Site through negotiation with DWP, with such Primary Ground Lease to be entered into within the time period provided therefor in the Schedule of Performance, subject to the provisions of this DDA, including but not limited to Section 3.10. Upon execution of such Primary Ground Lease, Agency shall promptly enter into a Ground Sublease with Developer upon the same terms and conditions including, without limitation, economic terms, as those set forth in the Primary Ground Lease. In the event that Developer and Agency are unable timely to acquire a Primary Ground Lease interest in this Site, then the provisions of Section 1.2.2.3 shall apply.

1.2.2.3 If Agency or Developer is unable to acquire a possessory interest in the Cohen Trust Property or the DWP Property through negotiation, Agency, as determined in its sole and absolute discretion pursuant to Section 3.1.3, shall endeavor to acquire possession of the Cohen Trust Property through the exercise of its powers of eminent domain, which, if exercised, must be completed within the time period provided therefor in the Schedule of Performance. Upon acquisition of the Cohen Trust Property, Agency shall endeavor to enter into a Ground Lease of this Site with Developer within the time period provided therefor in the Schedule of Performance on terms and conditions acceptable to Developer and Agency each in

its sole discretion (but in no event at a total return to Agency in excess of its cost to acquire such Site.)

1.2.3 **Alternate Sites.** If possession of any property constituting the 91 Site or the 405 Site is not obtained within the time period set forth therefor in the Schedule of Performance and failure of possession has not occurred due to default of any Party, then Agency, City and Developer shall meet and confer to consider other suitable Sites for acquisition and the method of acquisition of an alternate Site. The Parties (a) will use reasonable commercial efforts to identify one or more suitable alternate Sites, as needed, to enable the necessary acquisition(s) to be completed within the time requirements of this DDA and (b) if such Site or Sites are identified, will amend this DDA, the Cooperation Agreement, the Entitlements and all other relevant documents and agreements to reflect such change in Site selection. Agency, City and Developer shall each have the right, in its sole and absolute discretion, to approve or disapprove of any such alternative Site. By mutual agreement, Agency and Developer may delete from consideration any or all of the foregoing Sites. Notwithstanding the provisions of Section 8.5.2, if the NTC Project Commencement Date shall have occurred or if possession of either the 405 Site or the 91 Site has been acquired by the Agency or by Developer, the failure to obtain possession of any Site shall not be grounds for termination of this DDA by Agency and the Parties shall continue to use reasonable commercial efforts to find and acquire possession of and, if acquired, to provide Entitlements for an alternate Site or Sites.

1.3 **The Signage Improvements.** The Parties hereby agree that Developer shall have the right to construct, on each of the two Sites, certain signage improvements consisting of a commercial electronic message center marquee sign with an electronic message board and two trivision advertising panels (the "**Signage Improvements**"). The Signage Improvements will provide off-site advertising signage for the NTC (a) to direct patrons to the NTC for events including, without limitation, City-sponsored events at the NTC; (b) to display names of sponsors of the NTC or events, including, without limitation, City-sponsored events at the NTC and (c) to display advertising relating to such sponsors, events, facilities or sports teams. The Signage Improvements may also be used to display information for events, including sponsors of such events, at other facilities and/or with respect to other sports teams owned or managed by Developer or any of its Affiliates. The Signage Improvements will include the name of City and will reach approximately one hundred five feet (105') in height above freeway grade, as more particularly described in the Conceptual/Schematic Design Drawings attached hereto as Exhibit 9 and incorporated herein by this reference, and more specifically shown in the Final Construction Drawings to be prepared pursuant to Section 6.2.

1.4 **Schedule of Performance.** The Schedule of Performance, attached hereto and incorporated herein as Exhibit 8, describes the time for performance of certain events under this DDA. If there is any conflict between the Schedule of Performance and the text of this DDA, the text of the DDA shall govern. If no specific time is expressed in the DDA or Schedule of Performance for the performance of any obligation under this DDA, a reasonable time for performance shall apply. Agency, City and Developer shall perform all of their respective obligations under this DDA within the times specified in the Schedule of Performance. The

Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing by and between Developer, Agency and City.

1.5 **Parties to this DDA.** The Parties to this DDA are as follows:

1.5.1 **Agency.** Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 2 of the California Community Redevelopment Law. The principal office of Agency is located at 701 East Carson Street, Carson, California, 90745. As used in this DDA, Agency includes any assignee of or successor to its rights, powers and responsibilities.

1.5.2 **Developer.** Developer is Anschutz Southern California Sports Complex, LLC, a Delaware limited liability company. The principal office of Developer for purposes of this DDA is 1100 South Flower Street, Suite 3100, Los Angeles, California 90015. As used in this DDA, Developer includes Developer as of the time of execution hereof, and any assignee of or successor to its rights, powers and responsibilities permitted by this DDA.

1.5.3 **City.** City is the City of Carson, California. The principal office of City is located at 701 East Carson Street, California 90745. As used in this DDA, City includes any assignee or successor to its rights, powers and responsibilities.

1.6 **No Intended Third Party Beneficiaries.** There shall be no intended third party beneficiaries to this DDA, except as otherwise expressly stated herein. Without limiting the generality of the foregoing, City's public constituency, who will incidentally benefit from this DDA, the Cooperation Agreement, the NTC and/or the Signage Project, are not intended third party beneficiaries to this DDA.

## 2. **CONDITIONS PRECEDENT TO EXECUTING EACH GROUND LEASE OR GROUND SUBLEASE.**

2.1 **Developer's Conditions Precedent.** The Parties expressly acknowledge and agree that Developer's obligation (a) to enter into any Ground Lease or Ground Sublease or (b) if any Lease is entered into prior to the satisfaction of the conditions set forth below, to trigger the commencement date thereunder (upon which date payment of rent shall commence) shall be subject to the satisfaction of the conditions precedent set forth in this Section 2.1 ("**Developer's Conditions Precedent**"). If Developer's Conditions Precedent are not satisfied or are not waived by Developer on or before the date set forth therefor in the Schedule of Performance, Developer shall have the right to terminate this DDA and any Ground Lease, Primary Ground Lease or Ground Sublease to which it is then a party. Developer's Conditions Precedent are as follows:

2.1.1 **Cooperation Agreement.** Agency and City shall have approved and executed the Cooperation Agreement, under the authority granted Agency and City in California Health and Safety Code Section 33220, whereby City will agree to amend the Carson Zoning Ordinance and Agency and City will agree to take such other actions as are or may be required to provide Entitlements for the Sites and to permit Developer to construct, use, operate, maintain,

repair and replace the Signage Improvements on the Sites. The Cooperation Agreement shall be substantially in the form and content of that attached hereto as Exhibit 10.

2.1.2 **CEQA Review and Approval.** Agency and City, each a “Responsible Agency” under the California Environmental Quality Act (“**CEQA**”) in connection with the National Training Center Environmental Impact Report (State Clearinghouse Number 2000101041) dated April 2001, which was certified on June 4, 2001, by the Board of Trustees of the California State University and College System, together with any additional documents prepared in connection therewith (collectively, the “**NTC EIR**”), shall have, prior to the adoption of this DDA and the Cooperation Agreement: (a) considered the NTC EIR and the environmental effects of the Signage Project described therein as required by CEQA; (b) made findings as required by the CEQA Guidelines for each significant effect of the Signage Project; and (c) approved those mitigation measures set forth on the Mitigation Monitoring Plan as sufficient for the Signage Project. Nothing in this DDA is intended to limit the independent judgment of Agency and City as governmental agencies in reviewing the NTC EIR.

2.1.3 **Entitlement Approvals.** City shall have, pursuant to the Cooperation Agreement and as a Responsible Agency under CEQA, (a) adopted the requisite Carson Zoning Ordinance amendments, zone map amendments, licenses and permit applications and other necessary entitlement actions to allow approval of the Signage Project on the Sites (collectively, the “**Entitlements**”), (b) acted upon Agency’s or Developer’s, as the case may be, application for the necessary Entitlements to develop the Signage Improvements on the Sites, and (c) if required under the Carson Zoning Ordinance approved such discretionary measures as conditional use permits, variances and other measures as are or may be required, if at all, to develop the Signage Improvements, in each case without exaction. fee, dedication, charge, condition or mitigation measure unless applicable under non-discriminatory (i.e. applicable to all City development approvals) City procedures, rules and regulations then in effect.

2.1.4 **Design Review and Approval.** Pursuant to this DDA and the Cooperation Agreement, City’s and Agency’s design review processes shall have been completed, resulting in City and Agency approval of the Final Construction Drawings, and City shall have taken all steps necessary to approve, and shall have approved, the design permit application for the Signage Improvements.

2.1.5 **Vested Rights for Signage Project.** Pursuant to the Cooperation Agreement, City shall have approved Developer’s application for building permits, and Developer’s right to construct the Signage Project shall have vested with respect to Entitlements.

2.1.6 **Acquisition of Sites.** Agency shall have acquired fee ownership of or a Primary Ground Lease interest in the 91 Site and Developer and/or Agency shall have acquired a Primary Ground Lease interest in the 405 Site, together with, if requested by Developer, temporary easements in adjoining land for construction purposes (including but not limited to placement and storage of vehicles, tools, equipment and construction materials). Subject to the provisions of Section 1.2, each acquisition of ownership or ground leasehold interest and



associated easements shall be on terms and conditions acceptable to Agency and Developer, each in its sole and absolute discretion.

2.1.7 **Leases**. Developer and Agency shall have agreed on the terms, conditions, form and content of a Ground Lease or Ground Sublease, as the case may be, for each of the acquired Sites as described in Section 1.2. Subject to the provisions of Sections 1.2 and 3.10, each Ground Lease or Ground Sublease shall contain terms and conditions acceptable to Agency and Developer, each in its sole and absolute discretion. Any Ground Sublease shall be on the same economic terms and otherwise substantially on the same terms and conditions as those contained in the applicable Primary Ground Lease, subject only to such modifications as may be agreed by Developer and Agency, each in its sole and absolute discretion.

2.1.8 **Caltrans Approval**. Because the Sites and Signage Improvements will be located immediately adjacent to major freeways and roadways, City shall have used reasonable efforts to obtain, and shall have received, any necessary approvals or permits from the California Department of Transportation (“**Caltrans**”) for the Signage Project.

2.1.9 **Challenge Period Expired**. The statute of limitations period shall have expired for legal challenges to any of the administrative, discretionary, adjudicative, legislative or quasi-legislative acts contemplated under this DDA, the Cooperation Agreement, any and all Leases and the NTC EIR. In addition, there shall be no legal decision then in effect, or legal challenge then pending raising claims or challenges, which Developer determines, in its sole and absolute discretion, are substantial enough to destroy the economic benefits to Developer with respect to all or any portion of the NTC Project or under this DDA, any agreement between Developer and CSUDH or any Lease.

2.1.10 **Eminent Domain**. Agency shall have acquired one or more of the Sites through the exercise of its powers of eminent domain, if such action is made necessary because prior alternatives set forth in Section 1.2 were not successful on a timely basis.

2.1.11 **Site Inspection**. Developer shall have been provided with access to the Sites for purposes of inspection, and Developer shall have, in its sole and absolute discretion, approved of the Condition of the Sites following the inspection provided for in Section 3.7.

2.1.12 **Subdivision Map Act**. All necessary steps shall have been taken by Agency and City (each as appropriate) to ensure that the Sites are legal lots or parcels in full compliance with the Subdivision Map Act, including but not limited to the issuance by City of either a Certificate of Compliance or a parcel map under the Subdivision Map Act with respect to each such Site as well as with respect to any remainder parcels created thereby, to facilitate any future private party transactions involving such a Site or remainder parcel. Action to comply with the Subdivision Map Act will not be required, however, if future private party transactions involving either of the Sites or any remainder parcels would be exempt from the Subdivision Map Act.

2.1.13 **Leasehold Title Insurance.** Agency and Developer shall have approved a preliminary title report for each Site issued by the Title Company and the Permitted Exceptions shown in such report, and the Title Company shall have issued a binder or commitment to issue a leasehold policy or owner's policy of title insurance, as applicable, to Developer and Agency with respect to their respective interests in each Site (including the right to use the associated easements, if any) upon the recordation of the Memorandum of Ground Lease or Memorandum of Primary Ground Lease and Ground Sublease as applicable to such Site, subject only to the Permitted Exceptions.

2.1.14 **Approval of Leases by Agency.** Agency shall have held a public hearing or hearings, as required by California Health and Safety Code Sections 33431 and 33433, and shall have adopted a resolution approving execution by Agency of the Leases for each of the Sites.

2.2 **Agency's Conditions Precedent.** The Parties expressly acknowledge and agree that any obligation of Agency under this DDA to enter into any Primary Ground Lease, Ground Lease or into any Ground Sublease shall be subject to the satisfaction of the conditions precedent set forth in this Section 2.2 ("**Agency's Conditions Precedent**").

2.2.1 **Acquisition of Sites.** Agency shall have successfully acquired ownership of, or a Primary Ground Lease in, each of the Sites selected as described in Section 1.2. Any Primary Ground Lease shall contain terms and conditions acceptable to Agency and Developer, each in its sole and absolute discretion.

2.2.2 **CEQA Review and Approval.** Agency and City, each a "Responsible Agency" under CEQA in connection with the NTC EIR, shall have, prior to the adoption of this DDA and the Cooperation Agreement: (a) considered the NTC EIR and the environmental effects of the Signage Project described therein as required by CEQA; (b) made findings as required by the CEQA Guidelines for each significant effect of the Signage Project; and (c) approved those mitigation measures set forth on the Mitigation Monitoring Plan as sufficient for the Signage Project. Nothing in this DDA is intended to limit the independent judgment of Agency and City as governmental agencies in reviewing the NTC EIR.

2.2.3 **Cooperation Agreement.** Agency and City shall have approved and entered into the Cooperation Agreement.

2.2.4 **Approval of Leases by Agency.** Agency shall have held a public hearing or hearings, as required by California Health and Safety Code Sections 33431 and 33433 and shall have adopted a resolution approving execution by Agency of the Leases for each of the Sites.

2.2.5 **Approval of Leases by Developer.** Developer shall have approved the Leases for each of the Sites and shall have the authorization and power to execute all such Leases.

2.2.6 **Leasehold Title Insurance.** Agency and Developer shall have approved a preliminary title report for each Site issued by the Title Company and the Permitted Exceptions shown in such report, and the Title Company shall have issued a binder or commitment to issue a leasehold policy or owner's policy of title insurance, as applicable, to Developer and Agency with respect to their respective interests in each Site (including the right to use the associated easements, if any) upon the recordation of the Memorandum of Ground Lease or Memorandum of Primary Ground Lease and Ground Sublease as applicable to each Site, subject only to the Permitted Exceptions.

### 3. **ACQUISITION, DISPOSITION AND ENTITLING OF THE SITES.**

#### 3.1 **Acquisition of Sites.**

3.1.1 **Voluntary Acquisition.** Subject to the terms and conditions of this DDA, including, without limitation Sections 1.2 and 3.10, Agency agrees to use good faith efforts to acquire ownership of, or a Primary Ground Lease interest in, each of the two Sites selected as described in Section 1.2, and, if requested by Developer, to obtain temporary construction easements, on terms and conditions acceptable to Agency and Developer, each in its sole and absolute discretion.

3.1.2 **Procedures for Exercise of Powers of Eminent Domain.** Agency hereby agrees that if Agency or Developer has not acquired a fee or leasehold interest with respect to either the 405 Site or the 91 Site on or prior to the date set forth as the deadline for such acquisition pursuant to the Schedule of Performance, then, within the time period set forth therefor in the Schedule of Performance, Agency shall make a formal determination as to whether or not to approve a resolution of necessity with regard to the exercise of its powers of eminent domain with respect to such Site(s). Notwithstanding the foregoing, Agency shall not make any offer to purchase nor shall it exercise its powers of condemnation pursuant to the California Code of Civil Procedure unless and until (a) Developer has determined that it will proceed with construction of the NTC and has provided evidence of such determination to Agency in a form reasonably acceptable to Agency; and (b) Developer has posted security for the cost of such acquisition in accordance with Section 3.1.4.

3.1.3 **Resolution of Necessity.** With respect to consideration of the adoption of a resolution of necessity for the applicable Sites by Agency pursuant to Article 21 (commencing with Section 1245.210) of Chapter 4 of Title 7 of the California Code of Civil Procedure, it is expressly understood that Agency has reserved its discretion to approve or disapprove any such resolution of necessity and that Developer's exclusive remedy for the failure of Agency to adopt a resolution of necessity shall be the termination of this DDA. Developer expressly acknowledges that this DDA in no way binds Agency to acquire any of the Sites pursuant to its exercise of the power of eminent domain. If Agency approves a resolution of necessity for the acquisition of one or more of the Sites, it shall, as soon as is reasonably practicable thereafter, file a condemnation action, and shall exercise good faith efforts to obtain an Order of Prejudgment Possession from the court having condemnation jurisdiction over the applicable Site(s) within the time period set forth therefor in the Schedule of Performance.

3.1.4 **Developer to Pay All Costs.** Agency shall have no obligation to commence any condemnation proceedings with respect to any Site unless Developer agrees to pay all costs and expenses associated therewith and secures such payment with a cash bond, a letter of credit or a parent company guaranty (acceptable as to form and amount by Developer and by Agency, each in its reasonable discretion) as Developer may elect in its sole and absolute discretion.

3.2 **Ground Lease or Ground Sublease of Sites.** Subject to the terms and conditions of this DDA, including, without limitation, Sections 1.2 and 3.10, Agency agrees to lease or sublease the Sites to Developer and Developer agrees to rent and hire each of the Sites from Agency under a Ground Lease or a Ground Sublease, as applicable. Subject to Section 1.2, the terms and conditions of any acquisition of ownership of, or leasehold interest in, a Site by Agency pursuant to this DDA shall be subject to the approval of Agency in its sole and absolute discretion and the terms and conditions of each Ground Lease or Ground Sublease between Agency and Developer shall be subject to the approval of Agency and Developer, each in its sole and absolute discretion; provided however, that (a) any Ground Sublease shall be on the same terms and conditions as those contained in the Primary Ground Lease and (b) if, pursuant to the terms of a Ground Sublease, Developer unconditionally assumes all obligations of Agency under the Primary Ground Lease, and Agency is provided with an indemnification (in form and substance as set forth in Section 4.6) against any action or claim arising from Developer's failure to perform such assumed obligation, Agency shall be obligated to enter into the Ground Lease and the Ground Sublease. In case of any conflict between the terms and conditions of any such Ground Lease or Ground Sublease and the terms and conditions of this DDA, the terms and conditions of the Ground Lease or Ground Sublease shall prevail. Acknowledging that time is of the essence concerning this DDA and the development of the Signage Improvements, Developer and Agency shall cooperate in negotiating the acquisition of ownership or leasehold interests in the Sites as soon as possible.

3.3 **Delivery of Leasehold Interest and Possession.** Subject to the terms and conditions of this DDA, including, without limitation, Sections 1.2 and 3.10, Agency shall execute and deliver each Ground Lease or Ground Sublease, together with the right to use the associated temporary easements, to Developer within the period of time specified on the Schedule of Performance. Possession of the Sites pursuant to each Ground Lease or Ground Sublease and associated easements shall be delivered to Developer free and clear of all liens, easements, licenses, encumbrances, covenants, agreements, leases, taxes and assessments except for the Permitted Exceptions. Developer and Agency agree to execute in recordable form a Memorandum of Ground Lease or Memorandum of Ground Sublease, as applicable, in mutually acceptable form and content as to each Site, and either of them shall be authorized to record each such Memorandum in the Official Records of Los Angeles County (the "**Official Records**"), at any time after each Ground Lease or Ground Sublease has been executed and delivered between Agency and Developer. Among other things, Agency and Developer shall recite in each such Memorandum the date of commencement and duration of the Lease Term. Agency and Developer agree to perform all acts necessary to delivery of possession in sufficient time for possession to be delivered in accordance with the foregoing provisions.

3.4 **Taxes and Assessments.** Unless otherwise agreed in a Primary Ground Lease, Ground Lease or Ground Sublease, ad valorem taxes and assessments, if any, on the Sites and the Signage Project, and taxes upon this DDA or any rights thereunder, levied, assessed, or imposed for any period after the commencement of the term under each Ground Lease or Ground Sublease shall be paid by Developer as more particularly provided in Section 4.7 and in each Ground Lease or Ground Sublease.

3.5 **Occupants of Property.** Possession of the Sites under each Ground Lease or Ground Sublease shall be delivered by Agency free of any possession or right of possession except that of Developer, and the areas affected by any temporary construction easements shall be delivered free of obstructions or inconsistent rights of others.

3.6 **Cooperation Agreement.**

3.6.1 **Agency Cooperation.** Agency hereby covenants that it shall enter into the Cooperation Agreement with City and, in cooperation with City and within the time set forth therefor in the Schedule of Performance, shall perform all actions necessary or reasonably required so that the Sites will be properly zoned and otherwise entitled at the time of delivery of possession thereof to permit the development and use of the Sites for the Signage Improvements as set forth in this DDA. As part of its responsibility under the preceding sentence, Agency shall make and submit all applications as necessary or reasonably requested by City or Developer to obtain Entitlements for the Signage Improvements on the Sites and shall diligently process such applications with City in order to seek to obtain Entitlements for the Sites within the time period set forth therefor in the Schedule of Performance. In addition, Agency shall not execute any amendment, modification or termination of the Cooperation Agreement without the prior written consent of City and Developer.

3.6.2 **City Cooperation.** City hereby covenants that it shall enter into the Cooperation Agreement with Agency and, within the time set forth therefor in the Schedule of Performance, shall perform all actions necessary or reasonably required so that the Sites will be properly zoned and otherwise entitled to permit the development and use of the Sites for the Signage Improvements as set forth in this DDA. As part of its responsibility under the preceding sentence, City shall diligently process all Entitlement applications of Agency or Developer in accordance with the time periods set forth in the Schedule of Performance. In addition, City shall not execute any amendment, modification or termination of the Cooperation Agreement without the prior written consent of Agency and Developer.

3.7 **Condition of Sites; Entry for Inspection.** The Sites shall be leased to Developer in an "as is" condition with no warranty or liability, express or implied, on the part of Agency as to the Conditions. Prior to the time provided in this DDA for entry into each Ground Lease or Ground Sublease, Agency shall ensure that Developer is afforded the opportunity to enter onto the Sites (including, as needed, the alternative locations for each Site) for, among other purposes, the performance of environmental site assessment and other investigations, soils testing and analysis to ascertain the Condition of each Site. Developer may perform at its expense such soils testing and analysis and other inspection and investigation as it may deem to be sufficient to

determine whether the Conditions will result in a substantial adverse impact on the feasibility of developing the Sites as provided in this DDA or in exposure or potential exposure to any liability for any Conditions as a result of acquiring an interest in a Site. If the Condition of a Site is not in all respects entirely suitable for the use or uses to which the Site will be put, or if any Condition of the Site would expose Developer to any liability or potential liability should it acquire an interest in the Site, and if Developer nevertheless approves of the Site for acquisition and the Site is therefore acquired pursuant to this DDA, then it will be the sole and absolute responsibility and obligation of Developer to take such action as may be necessary to place such Site that is acquired in all respects in a condition entirely suitable for the development and use thereof as contemplated by this DDA, and any liability arising from the Condition of the Site will be, as between Agency and City, on the one hand, and Developer, on the other hand, borne sole and absolutely by Developer; provided, however, that the foregoing provision as to liability shall not apply with respect to any selected Site that is already owned by Agency or City or with respect to which Agency or City already has exposure to liability or responsibility as a result of any Pre-Existing Condition or other circumstances or events pre-existing the date of acquisition of such Site. Alternatively, if Developer determines that it is not feasible to cure any such substantial adverse impact at one or more of the Sites, and if Developer also determines that any exposure or potential exposure to liability due to the Condition of a Site is not acceptable and that an alternative Site is not suitable, then Developer may reject such Site and require that an alternate Site be selected pursuant to Section 1.2 or Developer may terminate this DDA pursuant to Section 8.6. Developer shall indemnify and hold harmless Agency, City and the owner of the applicable Site from any injury or damage resulting from of any assessment activity pursuant to this Section 3.7.

3.8 **Hazardous Substances**. The term “**Hazardous Substances**,” as used in this DDA, shall mean and include, without limitation, any flammable explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, hazardous or toxic substances or related materials. Developer agrees that, during the term of each Ground Lease or Ground Sublease, Developer shall use each Site in such a manner so that:

3.8.1 The Site is not, due to any act of Developer, in violation of any federal, state or local law, ordinance or regulation relating to the storage, treatment, disposal or release of Hazardous Substances on or under the Site, including but not limited to soil and groundwater conditions.

3.8.2 Neither Developer, nor any third party under the control of Developer, uses, generates, manufactures, refines, produces, processes, stores or disposes of, on or under the Site, or transports to or from the Site, any Hazardous Substances, except in accordance with all applicable environmental laws and regulations.

### 3.9 **Signage Views**

3.9.1 **Real Property Owned or Controlled by Agency**. Agency shall neither construct or maintain nor allow any other person or entity to construct or maintain on real

property owned or controlled by Agency as of the Effective Date or at any time during the term of this DDA any structures or signage that would interfere with the view of the Signage Improvements from the adjacent freeways and other lands, as determined by Agency and Developer each in its reasonable discretion.

3.9.2 **Real Property Owned or Controlled by City.** City shall neither construct or maintain nor allow any other person or entity to construct or maintain on real property owned or controlled by City as of the Effective Date or at any time during the term of this DDA any structures or signage that would interfere with the view of the Signage Improvements from the adjacent freeways and other lands, as determined by City and Developer each in its reasonable discretion.

3.10 **Condition Precedent to Acquisition by Agency.** Developer acknowledges and agrees that Agency's obligation to execute any Lease is subject to compliance by Agency with California Health and Safety Code Sections 33431 and 33433 and approval by Agency Board in accordance therewith. Agency agrees that it shall provide notice and shall schedule a public hearing or hearings pursuant to such Section within the time period provided therefor in the Schedule of Performance.

4. **DEVELOPER'S OBLIGATIONS UNDER EACH GROUND LEASE OR GROUND SUBLEASE.** In the event that Agency and Developer enter into a Ground Lease or Ground Sublease for each of the selected Sites, Developer hereby agrees to include in each Ground Lease or Ground Sublease certain covenants creating the affirmative obligations set forth in this Section 4.

4.1 **No Obligation to Construct Signage Improvements; Relationship to NTC Construction.** The Parties acknowledge and agree that Leases for the 91 Site and the 405 Site will not obligate Developer to construct improvements at any time and will not obligate Developer to make rental payments **until such time as Developer provides written notice of its intent to proceed with the NTC Project ("Notice of Rent Commencement")**. If (a) all of Developer's Conditions Precedent have been satisfied as determined by Developer in its sole discretion, (b) neither Agency nor City is in default under this DDA or the Cooperation Agreement and (c) Developer has neither issued a Notice of Rent Commencement nor commenced construction of the NTC or of the Signage Improvements on any Site on or before the date set forth as the outside date therefor in the Schedule of Performance (subject to extension agreed to by Agency and Developer and/or for force majeure), then Agency or Developer may terminate all Leases affecting such Site to which it is then a party and the Leases shall provide for such termination at no cost or expense to Agency or to Developer. If all then executed Leases are terminated pursuant to the provisions of the preceding sentences, the Parties shall also terminate this DDA. Notwithstanding any other provision of this DDA or of any Lease, Developer shall not be obligated by this DDA or by any Ground Lease or Ground Sublease to construct the Signage Improvements; provided, however, that if Developer has

issued the Notice of Rent Commencement with respect to any Lease, Developer shall be responsible for payment of all rental payments due under said Lease.

4.2 **Rental Payments.** Developer shall agree to pay a monthly, quarterly or annual rental payment under each Ground Lease or Ground Sublease in consideration of Agency's leasing or subleasing each Site to Developer. The rental amount under a Ground Sublease will be commensurate with the rental payments that Agency shall be obligated to pay under the Primary Ground Lease. The rental under such Primary Ground Lease shall be consistent with the Fair Market Rental Value of the Site at the time the Primary Ground Lease is entered into. The rental amount under any Ground Lease shall also be consistent with the Fair Market Rental Value of the applicable Site at the time the Ground Lease is entered into. The Fair Market Rental Value of each Site shall be determined by mutual agreement of the Site owner, Agency and Developer, or, if necessary, by appraisal by an independent appraiser who is a Member of the Appraisal Institute with at least ten (10) years of experience appraising commercial properties in the Los Angeles metropolitan area and who is approved for the task by the Site owner, Agency and Developer.

4.3 **Maintenance of the Sites.** Developer shall agree to maintain the Sites, including the Signage Improvements, the landscaping, and the grounds surrounding the Signage Improvements included within each leasehold interest in a neat and desirable manner, subject to landscaping, lighting improvements and grounds plans approved by City as shown in the Schematic Design Plans. Developer shall not be obligated to maintain grounds surrounding or adjacent to the Sites that are not subject to, or included in, the leasehold interests conferred under each Ground Lease or Ground Sublease.

4.4 **NTC Environmental Mitigation.** Developer hereby agrees for the benefit of Agency and City that Developer shall implement those environmental mitigation measures described on the Mitigation Monitoring Plan for the approved NTC EIR, a copy of which is attached hereto and made a part hereof as Exhibit 11, which are marked to indicate Developer (ASC) responsibility.

4.5 **Public Benefit Initiatives.** Agency, City and Developer agree that in consideration for Developer's right and ability to construct, develop and operate Signage Improvements upon two Sites within the City for the uses specified in this DDA and for the granting of Entitlements and execution of Leases for such purposes as set forth in this DDA and the Cooperation Agreement, Developer shall provide the Public Benefit Initiatives described below for the term specified in this Section 4.5. Accordingly, from the later of (a) the Rent Commencement Date for the 91 Site or (b) the Rent Commencement Date for the 405 Site until the earlier of (i) the date which is fifty-five (55) years from the Effective Date, (ii) the expiration or earlier termination of this DDA, or (iii) the expiration or earlier termination of the NTC Ground Lease by and between Developer and CSUDH, Developer shall, in connection with construction and operation of the NTC, comply, implement or provide funding for the following public benefit initiative programs (the "**Public Benefit Initiatives**") with respect to the NTC Project; provided, however, that if (x) Agency and City have provided Entitlements for the Sites, have entered into a Ground Lease or Primary Ground Lease and Ground Sublease for the 91 Site,



and if appropriate, for the 405 Site and are not in default under this DDA or the Cooperation Agreement, (y) the Rent Commencement Date for any Site (the “**First Site**”) has occurred and (z) Developer elects not to construct Signage Improvements upon the other Site (the “**Second Site**”), and therefore either does not enter into a Ground Lease or Ground Sublease for the Second Site or does not trigger the Rent Commencement Date for the Second Site, then the obligation of Developer to provide the Public Benefit Initiatives shall commence as of the Rent Commencement Date for the First Site.

4.5.1 **Local Employment Opportunities.** Developer shall implement programs focusing on (a) local hiring providing priority hiring status for City residents for operation of NTC; (b) job training, including a one-time commitment of \$100,000 to City or its designated agent(s) to train and present qualified Carson residents for job openings, and including encouragement of the building trades and union halls to use a Carson-based labor force for construction to the extent legally feasible; and (c) a goal of awarding a total of twenty-five percent (25%) of NTC construction contracts to Disadvantaged Business Enterprise (DBE), with Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) businesses, and (d) using its best reasonable commercial efforts to include the aforesaid minority owned businesses as concessionaires, material vendors and suppliers for the NTC, all to the extent legally feasible.

4.5.2 **Community Programs.** Developer shall implement community programs including: (a) establishing youth training camps and clinics that will include athletes, trainers and coaches outside the NTC but within City at parks and recreation facilities; (b) subject to scheduling and priority use of NTC and CSUDH events, opening NTC facilities to community use, with good faith efforts working with City to achieve goals of an aggregate of ten percent (10%) of use time of NTC facilities and, subject to agreements with CSUDH, an aggregate of twenty (20%) of use time of shared University facilities; (c) establishing or augmenting a locally-based foundation in order to secure funds for the development of a “youth facility” in City, including a gala grand opening event and recurrent fundraisers at the NTC, with proceeds directed to the locally-based foundation, with a view toward generating between \$50,000 to \$100,000 annually during the life of the NTC, and including Developer’s commitment to make, or cause to be made, \$250,000 in donations to the foundation for the youth facility within five (5) years of the groundbreaking of the new stadium(s); (d) opening the major stadium facilities at the NTC for City use, with rental fees in an amount sufficient to cover operational costs only, for up to two public benefit events annually; and (e) using reasonable commercial efforts, in cooperation with City, CSUDH and Carson High School, to determine whether the upgraded NTC track and field and tennis facilities can be used for (i) large home or playoff football games of the Carson High School football program, (ii) up to two annual meets or invitationals for the Carson High School track and field program, and (iii) an annual tennis event for the Carson High School tennis program.

4.5.3 **Increased Tax Revenues.** Developer shall use reasonable commercial efforts in conjunction with City’s General Manager of Administrative Services to identify City as the point of sale for taxable transactions related to the development and operation of the NTC, and Developer shall work with CSUDH, the State of California and the County Board of

Supervisors to seek one hundred percent (100%) recovery of possessory use taxes with respect to the NTC Project to City.

4.5.4 **Public Services Assurances.** Developer shall provide financial assurances for up to \$50,000 to ensure performance of repair of documented damage to City streets in excess of ordinary wear and tear attributable to the construction and/or operation of the NTC occurring within a radius of a quarter (1/4) mile from the primary entrance to the NTC soccer stadium entrance. Such financial assurances shall be in the form of a cash bond, a letter of credit or a parent company guaranty (acceptable as to form and amount to City and Developer, each in its reasonable discretion), as Developer may elect in its sole and absolute discretion. City shall notify Developer of an outstanding complaint and allow a twenty-four (24) hour period for Developer to assume responsibility and commence cure (which shall be diligently pursued to completion) before City shall be entitled, due to the failure of timely commencement or completion of cure by Developer, to draw on the financial assurance and perform the cure itself. Developer shall also provide offsite wayfinding signage to direct event patrons to entrances and parking areas of the NTC.

4.5.5 **Public Safety, Traffic and Parking Management Programs.** Developer shall coordinate with the CSUDH Chief of Police and the Los Angeles County Sheriff to develop a public safety enforcement and mitigation plan. Developer, in conjunction with City, CSUDH and the Los Angeles County Sheriff shall create an events management plan that will provide the basis of deploying “off site” safety and traffic control officers, in addition to event staff, including an “event level” parking management program and neighborhood protection program in compliance with NTC EIR mitigation requirements.

4.5.6 **New Business and Development Opportunities.** The Parties agree to meet and confer to assess the desirability and feasibility of other economic and business development opportunities in the Redevelopment Project Area, such as hotels, conference centers, retail/restaurants, offices, housing for NTC tenants/users and others at non-CSUDH locations, that would complement regional utilization of the NTC and would support City’s economic development objectives.

4.6 **Indemnification.** There shall be inserted in each Ground Lease or Ground Sublease executed by and between Developer and Agency, the following indemnification provision:

“From and after the commencement date, Developer hereby agrees to indemnify, defend and hold harmless Agency and its respective members, officers, directors, employees, agents and representatives (the “**Indemnified Parties**”) from and against any and all liability, loss, damage, costs, or expenses (including reasonable attorneys’ fees and court costs) (“**Claims**”) to the extent (a) arising from Developer’s use, occupancy, disuse or condition of the Site or any Signage Improvements thereon; (b) caused by any act, error or omission of Developer and its officers, agents, employees and contractors with

respect to the Site, the Signage Improvements or this Lease or (c) any breach of this Lease by Developer, in each case to the extent Agency is determined to have liability for same pursuant to [select one: **the Primary Ground Lease or the Ground Lease**]; provided, however, that the foregoing indemnity obligations of Developer shall not apply to the extent that any Claim is the result of: (x) Pre-existing Conditions, (y) the negligence or willful misconduct of any of the Indemnified Parties; or (z) a breach by, or misrepresentation of Agency under this Lease, [select one: **the Primary Ground Lease or the Ground Lease**], the DDA or the Cooperation Agreement. Developer shall not be liable for, and Agency agrees to indemnify and hold harmless Developer from and against any and all Claims arising out of any act or omission by Agency relating to the Site or out of Agency's breach or default under any provision of this Lease, including, without limitation, any activity or work by Agency in or about the Site caused by or arising from any act or omission of Agency or its officers, agents, employees and contractors."

4.7 **Taxes, Assessments, Encumbrances, and Liens.** Throughout the Lease Term under each Ground Lease or Ground Sublease with Agency, Developer shall pay directly to the appropriate taxing authorities, without abatement, deduction or offset, all real property taxes and assessments, possessory interest taxes, general and special taxes and assessments, including without limitation Parks and Recreation Taxes and street improvement liens, all property taxes on personal property located on the Site, and other charges of every description levied on or assessed against the Site or any portion thereof, the Signage Improvements located on the Site, personal property located on or in the land or Signage Improvements, any leasehold estate or sub-leasehold estate, or against Developer (collectively, "**Taxes**"). The term "real property taxes and assessments" includes all ad valorem taxes and all taxes or charges levied in lieu of ad valorem taxes or in addition thereto as a result of California Constitution Article XIII-A adopted June 6, 1978 (the Jarvis-Gann Initiative), that are attributable to the Site. Such Taxes shall be paid at least ten (10) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their non-payment, and Developer shall promptly upon request furnish to Agency satisfactory evidence establishing such payment. Developer hereby agrees to indemnify, defend and hold harmless Agency and all Agency and City representatives against any and all losses and liabilities arising from Developer's failure timely to pay such taxes and assessments. However, nothing contained herein shall be deemed to prohibit Developer from contesting the validity or amounts of any assessment of Taxes, or limit the remedies available to Developer with respect thereto. Developer at its sole and absolute cost and expense shall have the right, at any time, to contest any Taxes that are to be paid by Developer. If Developer contests the Taxes, the failure on Developer's part to pay the Taxes shall not constitute a default hereunder as long as Developer complies with the provisions of this Section 4.7. Developer shall not take any steps or continue any protests or appeals if the effect of such would be to expose the Site for sale. Agency shall not be required to join in any proceeding or contest brought by Developer unless the provisions of any law require that the proceeding or contest be brought by or in the name of Agency or any owner of the Site. In that

case, Agency shall join in the proceeding or contest or permit it to be brought in Agency's name only so long as Agency is not required to bear any cost. Developer, upon final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest, and penalties incidental to the decision or judgment. If Developer does not pay the Taxes when due and Developer contests them as provided in this Section 4.7, before the commencement of the contest Developer shall furnish to Agency a surety bond issued by an insurance company qualified to do business in California, in form and substance acceptable to Agency and City in the exercise of their reasonable discretion. The amount of the bond shall equal one hundred fifty percent (150%) of the total amount of Taxes in dispute. The bond shall hold Agency, City and the Site harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered.

4.8 **Insurance.** Upon entering into each Ground Lease or Ground Sublease with Agency, Developer shall furnish or cause to be furnished to Agency evidence of the insurance required by each Ground Lease or Ground Sublease, naming Developer as insured and Agency and City as additional insureds. The insurance shall be kept in force throughout the Lease Term as provided for in the applicable Ground Lease or Ground Sublease.

## 5. **REPRESENTATIONS AND WARRANTIES**

5.1 **Developer's Representations.** In addition to any representations contained in other sections of this DDA, Developer hereby makes the following representations and warranties to Agency and City (which representations and warranties shall survive the execution and delivery of each Ground Lease or Ground Sublease to Agency), each of which is true in all respects as of the Effective Date and shall be true in all respects upon execution and delivery of each Ground Lease or Ground Sublease:

5.1.1 **Organization.** Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, authorized to do business in California, with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this DDA and each Ground Lease or Ground Sublease.

5.1.2 **Authorization.** Developer has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this DDA, performance of the DDA. Upon the Effective Date, this DDA shall constitute a legal, valid and binding obligation of Developer, enforceable against it in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

5.1.3 **No Conflict.** The execution, delivery and performance of this DDA and each Ground Lease or Ground Sublease by Developer does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (a) the charter or incorporation documents of Developer, (b) any applicable law, rule or regulation binding upon or applicable to Developer, or (c) any material agreements to which Developer is a party.

5.1.4 **No Litigation.** Except as disclosed in Exhibit 12, there is no existing or, to Developer's knowledge, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting Developer or a Site that would, if adversely determined, adversely affect Developer or a Site or Developer's ability to perform its obligations under this DDA or each Ground Lease or Ground Sublease or to develop and operate the NTC Project.

5.2 **Agency's Representations.** In addition to the representations contained in other sections of this DDA, Agency hereby makes the following representations and warranties to Developer (which representations and warranties shall survive the execution and delivery of each Ground Lease or Ground Sublease to Developer) and City, each of which is true in all respects as of the Effective Date and shall be true in all respects upon execution and delivery of each Ground Lease or Ground Sublease:

5.2.1 **Organization.** Agency is a redevelopment agency, duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this DDA, the Cooperation Agreement, and each Primary Ground Lease, Ground Lease and Ground Sublease.

5.2.2 **Authorization.** Agency has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this DDA, performance of this DDA and the Cooperation Agreement. Upon the Effective Date, this DDA and the Cooperation Agreement shall constitute legal, valid and binding obligations of Agency, each enforceable against it in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

5.2.3 **No Conflict.** The execution, delivery and performance of this DDA and the Cooperation Agreement by Agency does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (a) the charter documents of Agency, (b) any applicable law, rule or regulation binding upon or applicable to Agency, or (c) any material agreements to which Agency is a party.

5.2.4 **No Litigation.** Except as disclosed in Exhibit 12, there is no existing or, to Agency's knowledge, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting Agency or a Site that would, if adversely determined, adversely affect Agency, a Site or Agency's ability to acquire the selected Sites or otherwise perform its obligations under this DDA, the Cooperation Agreement, or each Primary Ground Lease, Ground Lease or Ground Sublease.

5.2.5 **CEQA Review and Approval.** Agency as a Responsible Agency under CEQA in connection with the NTC EIR, which was certified by the Board of Trustees of the California State University, has determined that the certification of the NTC EIR and the mitigation measures set forth in the NTC EIR are sufficient for the Signage Project, and that no additional mitigation measures are required for the Signage Project.

5.2.6 **No Additional Obligations.** This DDA sets forth all of the approvals required from Agency to permit lawful construction, operation, maintenance and use of the Signage Improvements as described in this DDA and upon approval of the Leases as described in Section 3.10 and of the Final Construction Drawings pursuant to Section 6.3.2, there are no further Agency approvals required to permit such lawful construction, operation, maintenance and/or use.

5.2.7 **Environmental Condition.** Agency has no knowledge of any Hazardous Substances located on the 91 Site owned by it and it has not waived or released any prior fee simple owner of all or any portion of such property from any liability which any such prior owner may have concerning or in connection with the presence on any portion of such property of any Hazardous Substance.

5.3 **City's Representations.** In addition to the representations contained in other sections of this DDA, City hereby makes the following representations and warranties to Developer and Agency, each of which is true in all respects as of the Effective Date and shall be true in all respects upon execution and delivery of each Ground Lease or Ground Sublease:

5.3.1 **Organization.** City is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this DDA and the Cooperation Agreement.

5.3.2 **Authorization.** City has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this DDA, performance of this DDA and the Cooperation Agreement. Upon the Effective Date, this DDA and the Cooperation Agreement shall constitute legal, valid and binding obligations of City, enforceable against it in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

5.3.3 **No Conflict.** The execution, delivery and performance of this DDA and the Cooperation Agreement by City does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (a) the charter documents of City, (b) any applicable law, rule or regulation binding upon or applicable to City, or (c) any material agreements to which City is a party.

5.3.4 **No Litigation.** Except as disclosed in Exhibit 12, there is no existing or, to City's knowledge, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting City or a Site that would, if adversely determined, adversely affect City, a Site or City's ability to perform its obligations under this DDA or the Cooperation Agreement.

5.3.5 **CEQA Review and Approval.** City as a Responsible Agency under CEQA in connection with the NTC EIR, which was certified by the Board of Trustees of the California State University, has determined that the certification of the NTC EIR and the

mitigation measures set forth in the NTC EIR are sufficient for the Signage Project, and that no additional mitigation measures are required for the Signage Project.

5.3.6 **No Additional Obligations.** The Cooperation Agreement sets forth all of the approvals required from City to permit lawful construction, operation, maintenance and use of the Signage Improvements as described in this DDA and upon approval of the Entitlements described in Sections 2.1.1, 2.1.2 and 2.1.3 of the Cooperation Agreement there are no further Entitlements or City approvals required to permit such lawful construction, operation, maintenance and/or use.

## 6. **DEVELOPMENT AND USE OF THE SITES; ASSIGNMENT**

6.1 **Construction Drawings.** Developer shall construct the Signage Improvements, if at all, in accordance with the Construction Drawings to be prepared and approved in accordance with this DDA. For purposes of this DDA, the terms “construct,” “develop,” “construction,” or “development,” shall mean and refer to the construction of the Signage Improvements as provided in the Construction Drawings, including all on- and off-Site improvements and utilities described therein, as applicable. City’s only review and approval rights with respect to the Construction Drawings shall be as set forth in the Electronic Marquee Signage Overlay District amendment to the Carson Zoning Ordinance attached to the Cooperation Agreement or as otherwise required by non-discriminatory (i.e. applicable to all City development approvals) City permit requirements then in effect.

6.2 **Construction Drawings.** The Construction Drawings shall consist of the following:

6.2.1 **Conceptual/Schematic Design Drawings.** The Construction Drawings shall include the Conceptual/Schematic Design Drawings that are attached hereto as Exhibit 9, which clearly define the development, elevations, and features of the Signage Improvements and indicate general construction techniques and major building materials under consideration including potential exterior materials, colors and textures to be used.

6.2.2 **Final Construction Drawings.** The Construction Drawings shall also include any Final Construction Drawings, which shall be a continuation of the approved Conceptual/Schematic Design Drawings, providing all the detailed information necessary to obtain a building permit to construct the Signage Improvements. Approximately eighty percent (80%) complete Construction Drawings may also be prepared and submitted for building permit approval in order to obtain an Excavation and Foundation Only Permit to facilitate “fast track” construction; provided, however, that Developer shall commence construction at its own risk until Final Construction Drawings are approved.

### 6.3 **Approval of Construction Drawings and Related Documents.**

6.3.1 **Conceptual/Schematic Design Drawings.** By approval of this DDA, Agency hereby approves the Conceptual/Schematic Design Drawings that are attached hereto as Exhibit 9.

6.3.2 **Final Construction Drawings.** Agency approval shall be promptly granted as a ministerial act for progressively more detailed drawings and specifications constituting the Final Construction Drawings if they are a logical evolution of and not in conflict with the Conceptual/Schematic Design Drawings and specifications theretofore approved by Agency. If any drawings or specifications are not a logical progression from or not consistent with the Conceptual/Schematic Design Drawings or with previously approved drawings or specifications, and if Agency does not approve, Agency must promptly provide Developer with comments as to the discrepancy or grounds for disapproval, which shall not be unreasonable, and Developer shall have the right to cure the matters raised by Agency and submit revised drawings or specifications for approval.

6.3.3 **Agency Approval.** For purposes of this DDA, “**Agency approval**” shall mean, with respect to Conceptual/Schematic Design Drawings, approval by Agency Board and, with respect to the Final Construction Drawings, approval by Agency’s Executive Director, as applicable. Any items so submitted and approved in writing by Agency shall not be subject to subsequent disapproval so long as Developer does not thereafter materially change or alter any Construction Drawings as approved by Agency, and Developer shall comply with all reasonable conditions of approval to such Construction Drawings or plans that are established by Agency. In either event, Agency agrees to use its best efforts to provide such approval expeditiously.

6.3.4 **Revisions or Corrections.** If any material revisions or corrections of approved plans affecting the architectural, urban design or planning requirements of this DDA shall be required by a government official, agency, department or bureau having jurisdiction over the Sites, Developer and Agency shall cooperate in efforts to obtain waivers of such requirements, or to develop a mutually acceptable alternative, or revise the plans, as they deem appropriate.

6.3.5 **City Approval.** City’s sole approval rights with respect to Construction Drawings shall be pursuant to the Section 9172.23 of the Carson Zoning Ordinance as the same may be amended by action of the City Council in adopting the Electronic Marquee Signage Overlay District as further described in the Cooperation Agreement.

6.4 **Cost of Construction.** The cost of design and construction of the Signage Improvements shall be the sole responsibility of Developer.

6.5 **Certificate of Completion.** Upon completion by Developer of the Signage Improvements, City shall issue a Certificate of Completion within thirty (30) days after receipt of written request therefor by Developer. City shall not unreasonably withhold, condition or delay the issuance of any requested Certificate of Completion. The Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of all of the construction obligations required by this DDA. The Certificate of Completion shall be in such form as to permit it to be recorded in the Official Records. The Certificate of Completion shall describe those provisions of this DDA which Agency, City and Developer agree shall remain in effect following completion of the Signage Improvements, including, without limitation, the Public Benefit Initiatives not fully performed as of the date of issuance of such certificate, and shall



specify that upon recordation thereof, the DDA shall terminate and be of no further force and effect.

**6.6 Local, State, and Federal Laws; Environmental Mitigation Measures.**

Developer shall carry out the construction of the Signage Improvements in conformity with all applicable laws, including all applicable federal and state labor standards, including but not limited to laws regarding prevailing wage rates. Developer shall be responsible for complying with all applicable City, County and State building codes, planning and zoning requirements, as amended under the Cooperation Agreement, and shall take all necessary steps so that the development of the Sites and the construction, use, operation, and maintenance of the Signage Improvements thereon in accordance with the provisions of this DDA shall be in conformity with applicable zoning and General Plan requirements, and that all applicable environmental mitigation measures and other requirements shall have been complied with. It shall be the responsibility of Developer to ensure that all of the mitigation measures described on the Mitigation Monitoring Plan as the responsibility of Developer (ASC) are implemented. Agency and City shall provide all appropriate assistance to Developer in securing all necessary permits, zoning amendments and certificates.

**6.7 City and Other Governmental Agency Permits.** Before commencement of any work or improvement upon the Sites, Developer shall secure or shall cause to be secured, any permits which may be required by City or any other governmental agency affected by such construction, development or work. Agency shall cooperate with Developer and City in securing these permits and certificates. Developer shall pay such fees as may be required in connection therewith under non-discriminatory (i.e. applicable to all City development approvals) City procedures, rules and regulations then in effect.

**6.8 Rights of Access.** Representatives of Agency shall have the reasonable right of access to the Sites without charges or fees, at normal construction hours during the period of construction for the purposes of this DDA, including, but not limited to, the inspection of the work being performed in constructing the Signage Improvements as provided in this DDA. The representatives of Agency shall be those who are so identified by Agency's Executive Director and such representatives shall report to the on-Site construction manager prior to any such inspections. Agency hereby agrees to indemnify, defend and hold Developer harmless from and against any injury, liability, claim or damages arising out of or related to any activity of any such representatives performed and conducted on either of the Sites pursuant to this Section 6.8.

**6.9 Refurbishment of Signage Improvements.** For so long as a Lease is in effect with respect to a Site, Developer shall have the right to modify, refurbish, update or replace the Signage Improvements located upon such Site. In the event that such modification, refurbishment, update or replacement of the Signage Improvements requires approval of Agency or City, such changes shall be reviewed and approved on behalf of Agency by the Executive Director of Agency and on behalf of City, by City Manager.

**6.10 Assignment and Transfer.**

6.10.1 **Transfer of NTC Project.** Developer shall have the right, without prior approval of any other Party, to sell, convey, lease, sublease, pledge, encumber, hypothecate, assign and otherwise transfer the NTC Project as a whole.

6.10.2 **Transfer of Signage Project.** Developer shall have the right, without prior approval of any other Party, to sell, convey, lease, sublease, assign and otherwise transfer the Signage Improvements and Developer's interest in each Ground Lease or Ground Sublease separately from the balance of the NTC Project, to an Affiliate. If Developer proposes to effectuate such a transfer to a person or entity that is not an Affiliate, then the prior written approval of Agency (but not City) shall be required, which approval shall not be unreasonably withheld. Any transferee shall own, operate and maintain the Signage Improvements in accordance with the provisions of this DDA, including, without limitation, Section 1.3, and such Ground Lease or Ground Sublease.

6.10.3 **Collateral Assignment of Signage Project.** Developer shall have the right, without prior approval of any other Party, to pledge, encumber, hypothecate, assign or otherwise transfer the Signage Improvements and Developer's interest in each Ground Lease or Ground Sublease, separately from the balance of the NTC Project, for purposes of providing a security interest therein to an institutional lender with assets of at least Fifty Million Dollars (\$50,000,000) or to investors in the event such security interest is securitized or syndicated. In the event that Developer proposes to effectuate a collateral assignment to a lender that does not satisfy the requirements of the preceding sentence, then the prior written approval of Agency (but not City) shall be required, which approval shall not be unreasonably withheld.

6.10.4 **Notice and Release.** In the event of any transfer that does not require the prior approval of any other Party, Developer or Developer's successor or successor-in-interest shall notify Agency of any such transfer within a reasonable time after the completion of the transfer. In the event of any sale, conveyance, assignment or other transfer (other than for purposes of providing a security interest) of the NTC Project or the Signage Project wherein the transferee assumes the obligations of Developer (or its successor or successor-in-interest) in connection with the NTC Project or the Signage Project, then Developer (or its successor or successor-in-interest), as transferor, shall be deemed released from any obligation or liability in connection therewith.

6.10.5 **Assignment of Primary Ground Lease to Developer.** If, following execution by Carson LLC and Agency of a Primary Ground Lease for the Carson 91 Property and execution by Agency and Developer of a Ground Sublease for such property, Carson LLC or any successor thereof is successful in obtaining a parcel map or other subdivision of the Carson 91 Property, such that the Carson 91 Property constitutes a separate legal parcel pursuant to the Subdivision Map Act, then Developer, at its sole option, may require that Agency assign its interest in the Primary Ground Lease to Developer. In order to effectuate such assignment, Developer shall provide to Agency and to the landlord under the Primary Ground Lease written notice specifying its intent to require assignment of the Primary Ground Lease by Agency. Within 30 days after receipt of such notice, Agency shall execute an assignment of the Primary

Ground Lease to Developer and Agency and Developer shall thereupon each execute an agreement terminating the Ground Sublease.

## 7. USE OF THE SITES

7.1 Uses. Developer covenants and agrees for itself, its successors and assigns and every successor in interest to the Sites or any part thereof, that Developer and such successors and such assigns shall use the Sites for the uses described in this DDA, and for no other use or purpose whatsoever without the prior written consent of the Executive Director of Agency. Agency and City covenant and agree that upon approval of the Entitlements for the Signage Improvements, Developer may use the Sites for the purposes described in Section 1.3. The covenants of Developer, Agency and City set forth in this Section 7.1 shall be effective as to each of the 405 Site and the 91 Site from the effective date of the Ground Lease or Primary Ground Lease for such Site, as the case may be, until the termination of the Ground Lease or of the Primary Ground Lease and the Ground Sublease as applicable for such Site (“**Lease Termination Date**”). Following the Lease Termination Date, the rights and limitation of uses set forth in Section 1.3 shall terminate with respect to the Site for which the Lease Termination Date has occurred unless the Agency Board shall otherwise determine. Upon termination of the use rights and limitations set forth in Section 1.3 with respect to a Site, the Site may be utilized for all uses permitted therefor in the Carson Zoning Code other than those granted by virtue of the Electronic Marquee Signage Overlay District.

7.2 Obligation to Refrain from Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Sites, or any part thereof, nor shall Developer himself or any person claiming under or through him 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, subtenants, sublessees, or vendees of the Sites.

7.3 Form of Nondiscrimination and Nonsegregation Clauses. Developer shall refrain from restricting the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Sites on the basis of race, color, creed, religion, sex, marital status, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: “The grantee herein covenants by and for himself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry 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 such 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.”

2. 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 race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself, 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.”

3. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall the transferee 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, subtenants, sublessees, or vendees of such premises. The foregoing covenants shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the contract.”

7.4 **Effect and Duration of Covenants**. Each Ground Lease, Primary Ground Lease and Ground Sublease shall include the covenants set forth in Sections 7.1, 7.2 and 7.3. The covenants established in this DDA shall, without regard to technical classification and designation, be binding for the benefit and in favor of Agency, its successors and assigns, and City. The covenants contained in Section 7.1 shall remain in effect during the Lease Term of each Ground Lease or Ground Sublease, and the covenants contained in Sections 7.2 and 7.3 shall remain in effect and run with the land in perpetuity. As to any Site in which a leasehold interest is acquired by Agency under a Primary Ground Lease, the duration of any such covenants contained in Section 7.1 beyond the term of this DDA and the applicable Ground Sublease will be subject to the agreement of the property owner in the Primary Ground Lease or in other recorded covenants, conditions and restrictions.

7.5 **Effect of Violation of the Terms and Provisions of this DDA**. Agency and City are deemed beneficiaries of the terms and provisions of Section 7 of this DDA, both for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this DDA and any covenants running with the land have been provided. Agency and City shall have the right, if the covenants against discrimination are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this DDA are entitled.

## 8. **DEFAULTS, REMEDIES AND TERMINATION**

8.1 **Defaults.** The failure or delay by any Party to perform any term or provision of this DDA, a Ground Lease or a Ground Sublease, or by Agency or City to perform any term or provision of the Cooperation Agreement or a Primary Ground Lease, constitutes a default under this DDA.

8.1.1 The injured Party (“**Non-Defaulting Party**”) shall give written notice of default (“**Notice of Default**”) to another Party (“**Defaulting Party**”), specifying the default complained of by the Non-Defaulting Party and the actions required to cure the default. Delay in providing the Notice of Default shall not constitute a waiver of any default.

8.1.2 No action may be taken against a Defaulting Party so long as (a) with respect to any monetary default, it cures such default within fifteen (15) business days from the date of its receipt of a Notice of Default or (b) with respect to any non-monetary default, it commences to cure such default within twenty (20) business days from the date of its receipt of a Notice of Default and thereafter diligently pursues such cure to completion. Action against a Defaulting Party may only be taken by a Party which has provided a Notice of Default.

8.1.3 Any failures or delays by any Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and remedies shall not deprive any Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

8.2 **Institution of Legal Actions; Specific Performance.** If, following provision of a Notice of Default by any Party to a Defaulting Party, the Defaulting Party fails to cure the default within the time periods set forth therefor in Section 8.1.2, the Non-Defaulting Party, at its option, may institute legal action to cure, correct, or remedy any default by specific performance or injunction or to obtain any other remedy specifically permitted by the terms of this DDA. The Parties expressly agree that the damage which would be suffered by them if the terms of this DDA are breached are uncertain and cannot be measured and, accordingly, that damages are an inadequate remedy for any breach of the covenants and agreements contained herein, and that specific performance (or termination of this DDA where specifically provided herein) is the only appropriate remedy for breach by any Party of this DDA. Accordingly, except as otherwise set forth in this DDA, no Party shall be entitled to assert a claim for damages (other than for attorney’s fees to the extent otherwise permitted by law) with respect to a breach of this DDA. All legal actions instituted hereunder must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that County, or in the Federal District Court for the Central District of California.

8.3 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this DDA.

8.4 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this DDA, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies permitted

by this DDA shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other Party.

8.5 **Remedies and Rights of Termination.** The requirements of this Section 8.5 shall apply prior to the issuance of a Certificate of Completion. From and after the issuance of a Certificate of Completion as to the Sites, the Parties' remedies and rights of termination shall be those set forth in the applicable Ground Lease or Ground Sublease.

8.5.1 **Termination by Developer.** Notwithstanding the provisions of Section 1.2.3, Developer may terminate this DDA (and any Ground Lease then in effect) at no cost to Developer in any of the following circumstances:

8.5.1.1 **Termination for Agency or City Default.** Developer, at its option, may terminate this DDA in the event Agency or City is in default or breach of any of its or their obligations set forth in this DDA, and such default or breach is not cured within sixty (60) days after delivery of written notice by Developer to the defaulting Party, or with respect to non-monetary defaults if the default of Agency or City cannot reasonably be cured within sixty (60) days, then within such longer period as is reasonably necessary to cure the default with exercise of diligent efforts to cure by Agency or City, as applicable.

8.5.1.2 **Termination for Failure of Condition Precedent.** If, by the outside date set forth therefor in the Schedule of Performance (a) Developer's Conditions Precedent are not satisfied, or (b) a 91 Site and a 405 Site approved by Developer have not been acquired and each necessary Primary Ground Lease, Ground Lease and Ground Sublease entered into, Developer, at its option, may terminate this DDA by provision of thirty (30) days written notice to Agency and City.

8.5.1.3 **Termination after Cessation of NTC.** If, at any time, Developer determines that it shall not proceed with construction of the NTC, Developer, at its option, may terminate this DDA upon provision of ten (10) days written notice to Agency and City of same.

8.5.2 **Termination by Agency.** Agency may terminate this DDA (and any Ground Lease then in effect) at no cost to Agency in any of the following circumstances; provided however, that if the NTC Project Commencement Date shall have occurred or if possession of either the 405 Site or the 91 Site has been acquired by the Agency or by Developer the Agency shall not be permitted to terminate this DDA.

8.5.2.1 **Termination for Developer Default.** Agency, at its option, may terminate this DDA in the event that Developer is in default or breach of any of its obligations set forth in this DDA, and such default or breach is not cured within sixty (60) days after delivery of written notice by Agency to the Developer, or with respect to non-monetary defaults if the default of Developer cannot reasonably be cured within sixty (60) days, then within such longer period as is reasonably necessary to cure the default with exercise of diligent efforts to cure by Developer.

8.5.2.2 **Termination for Failure of Condition Precedent.** If, by the outside date set forth therefor in the Schedule of Performance (a) Agency's Conditions Precedent are not satisfied, or (b) (i) the NTC Construction Commencement Date has not occurred, (ii) without default by any Party, possession of neither a 405 Site nor a 91 Site has been acquired by the Agency or by Developer and (iii) an alternate Site or Sites has not been agreed upon after good faith efforts by the Parties, Agency may, at its option, terminate this DDA by provision of thirty (30) days written notice to Developer and City.

8.5.3 **No Termination by City.** City's sole and absolute remedy with respect to any default by Developer shall be specific performance of any obligations of Developer under this DDA.

8.5.4 **Expiration.** If not sooner terminated under any other provision hereof, this DDA shall automatically expire and terminate upon the date of expiration or termination of the Lease Term of the last Ground Lease or Ground Sublease to expire or terminate.

## 9. **GENERAL PROVISIONS**

9.1 **Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Developer as designated herein. Such written notices, demands, and communications may be sent in the same manner addressed as any Party may from time to time designate by mail as provided in this Section 9.1. When any notice is given, it shall also be given to the following additional Parties but the failure to give the additional notice shall not invalidate the notice given to a Party.

Agency: Carson Redevelopment Agency  
701 East Carson Street  
Carson, California 90745  
Attn: Executive Director  
Telephone: (310) 830-7600  
Facsimile: (310) 835-5749

with a copy to: Richards, Watson & Gershon  
A Professional Corporation  
355 South Grand Avenue, 40th Floor  
Los Angeles, California 90071  
Attention: General Counsel,  
Carson Redevelopment Agency  
Telephone: (213) 626-8484  
Facsimile: (213) 626-0078

City: City of Carson  
701 East Carson Street  
Carson, California 90745  
Attn: City Manager  
Telephone: (310) 952-1729  
Facsimile: (310) 835-7261

with a copy to: Richards, Watson & Gershon  
A Professional Corporation  
355 South Grand Avenue, 40th Floor  
Los Angeles, California 90071  
Attention: Peter M. Thorson, Esq.  
Telephone: (213) 626-8484  
Facsimile: (213) 626-0078

Developer: Anschutz Southern California Sports Complex LLC  
c/o Anschutz Entertainment Group  
1100 South Figueroa Street, Suite 3100  
Los Angeles, CA 90015  
Attn: Ted Tanner, Senior VP, Real Estate  
Telephone: (213) 742-7850  
Facsimile: (213) 742-7872

with a copy to: Holmes Roberts & Owen  
1700 Lincoln, Suite 4100  
Denver, CO 80203  
Attn: G. Kevin Conwick, Esq.  
Telephone: (303) 861-7000  
Facsimile: (303) 866-0200

and to: Gilchrist & Rutter, Professional Corporation  
1299 Ocean Avenue, Suite 900  
Santa Monica, CA 90401  
Attn: Amy Freilich, Esq.  
Telephone: (310) 393-4000  
Facsimile: (310) 394-4700

9.2 **Conflict of Interests.** No member, official or employee of Agency shall have any personal interest, direct or indirect, in this DDA nor shall any such member, official or employee participate in any decision relating to the DDA which affects his or her personal interests or the interests of any corporation, partnership or association in which he, or she is, directly or indirectly, interested.

9.3 **Memorandum for Recordation.** As to each Site, concurrently with the execution of a Ground Lease or a Primary Ground Lease for that Site, the Parties shall, and shall



use best efforts to cause the fee owner of the Site to, execute, acknowledge and deliver for recordation in the Official Records, a Memorandum of Disposition and Development Agreement in the form and substance of the Memorandum attached to this DDA as Exhibit 13. This DDA shall be senior to and shall govern all future covenants, conditions, restrictions, encumbrances and liens affecting the acquired Sites. In addition, concurrently with execution thereof, the parties to each Lease and sublease for a Site shall execute in recordable form and cause to be recorded in the Official Records, a Memorandum of such Lease or sublease, in form and content reasonably acceptable to Agency and Developer.

9.4 **Nonliability of Agency or City Officials and Employees.** No member, official, or employee of Agency or City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by Agency or City or for any amount which may become due to Developer or to its successor, or on any obligations under the terms of this DDA.

9.5 **Interpretation, Recitals, Exhibits.** This DDA shall be interpreted in accordance with its fair meaning and shall not be interpreted in favor of, or against, any particular Party. The Recitals set forth at the beginning of this DDA and the Exhibits attached to this DDA are hereby incorporated into this DDA by this reference as though fully set forth in this Section. All section and exhibit references herein, unless otherwise indicated, refer to the sections of this DDA and the exhibits attached to this DDA.

9.6 **Amendments and Waivers.** This DDA may only be amended in a writing signed by all Parties. Any provision of this DDA may only be waived in a writing signed by the Party against whom the waiver is to be effective.

9.7 **Confidentiality.** Each Party shall treat as confidential all confidential information provided by the other Parties to this DDA which does not otherwise become available to others, unless disclosure thereof is required by law. Determinations as to whether Agency or City is required to disclose information may be made by Agency or City in its sole and absolute discretion.

9.8 **Approvals.** Except as otherwise expressly provided, approvals required of City, Agency or Developer shall not be unreasonably withheld, conditioned or delayed, and approval or disapproval shall be given within the time set forth in the Schedule of Performance or, if no time is given, within a reasonable time.

9.9 **Attorneys' Fees.** If any Party hereto should retain legal counsel for the purpose of enforcing any term or condition of this DDA, the prevailing Party shall be entitled to recover costs and expenses, including but not limited to reasonable attorneys' fees.

9.10 **Severability.** If any term, provision, covenant or restriction of this DDA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this DDA shall remain in full force and effect and shall in no way be affected, impaired or invalidated to the extent the essential purposes of the Parties can be satisfied.

9.11 **Entire Agreement.** This DDA shall be executed in six (6) duplicate originals, each of which is deemed to be an original. This DDA integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Sites, with the exception of the Cooperation Agreement and each Primary Ground Lease, Ground Lease and Ground Sublease.

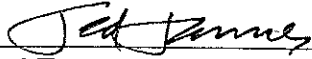
9.12 **Counterparts.** This DDA may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

9.13 **Further Assurances.** Each Party agrees to execute and deliver such further documents, and to perform such further acts, as may be reasonably necessary to achieve the intent of the Parties with respect to this DDA.

IN WITNESS WHEREOF, the Parties have caused this Disposition and Development Agreement to be duly executed and delivered by their respective authorized officers as of the Effective Date.

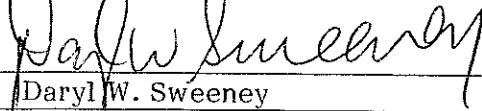
**“DEVELOPER”:**

ANSCHUTZ SOUTHERN CALIFORNIA SPORTS COMPLEX, LLC,  
a Delaware limited liability company

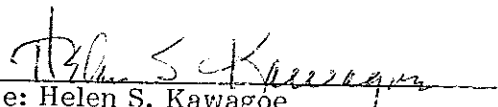
By:   
Ted Tanner  
Senior Vice President of Real Estate  
and Development

**“AGENCY”:**

THE CARSON REDEVELOPMENT AGENCY

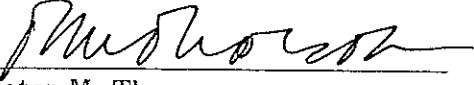
By:   
Name: Daryl W. Sweeney  
Title: Chairman

**ATTEST:**

By:   
Name: Helen S. Kawagoe  
Title: Agency Secretary

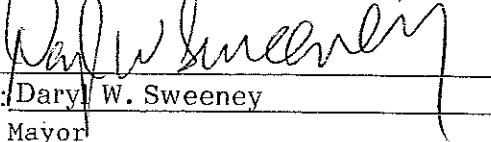
**APPROVED AS TO FORM:**

Richards, Watson & Gershon

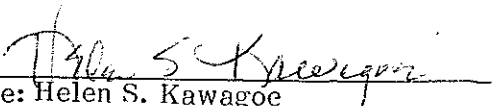
By:   
Name: Peter M. Thorson  
Title: Agency General Counsel

**“CITY”:**

CITY OF CARSON, CALIFORNIA,

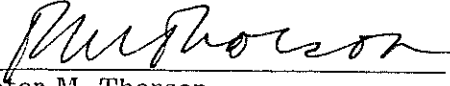
By:   
Name: Daryl W. Sweeney  
Title: Mayor

**ATTEST:**

By:   
Name: Helen S. Kawagoe  
Title: City Clerk

**APPROVED AS TO FORM:**

Richards, Watson & Gershon

By:   
Name: Peter M. Thorson  
Title: City Attorney

## EXHIBIT LIST

Exhibit 1	Glossary of Defined Terms
Exhibit 2	Site Map of Carson 91 Property
Exhibit 3	Legal Description of Carson 91 Property
Exhibit 4	Site Map of Agency-Owned 91 Site
Exhibit 5	Site Map of Cohen Trust Property
Exhibit 6	Legal Description of Cohen Trust Property
Exhibit 7	Site Map of DWP Property
Exhibit 8	Schedule of Performance
Exhibit 9	Conceptual/Schematic Design Drawings
Exhibit 10	Cooperation Agreement
Exhibit 11	NTC EIR Mitigation Monitoring Plan
Exhibit 12	Litigation Disclosure
Exhibit 13	Memorandum of DDA

## Exhibit 1

### Glossary of Defined Terms

In addition to other terms defined in the DDA, the following definitions apply where those capitalized terms are utilized in the DDA:

“**91 Site**” is defined in Section 1.2.

“**405 Site**” is defined in Section 1.2.

“**405 Site Owners**” is defined in Section 1.2.2.1.

“**Affiliate**” means any person or entity controlling, controlled by or under common control with Developer.

“**Agency**” means The Carson Redevelopment Agency, a public body, corporate and politic, as further described in Section 1.5.1.

“**Agency Board**” means the Board of Commissioners of the Agency.

“**California Community Redevelopment Law**” means Division 24, Part 1 of the Health and Safety Code of the State of California, beginning at Section 33000.

“**Caltrans**” is defined in Section 2.1.8.

“**Carson 91 Primary Ground Lease**” is defined in Section 1.2.1.1.

“**Carson 91 Property**” is defined in Section 1.2.1.1.

“**Carson LLC**” is defined in Section 1.2.1.1.

“**Carson LLC-ASC Lease Option**” means that certain Option to Lease with respect to the Carson 91 Property entered into by and between Carson-91, LLC and Developer dated as of January 7, 2002.

“**Carson Zoning Ordinance**” means the zoning ordinance for the City of Carson codified as Article IX of the Municipal Code of the City.

“**CEQA**” is defined in Section 2.1.2.

“**CEQA Guidelines**” means those certain regulatory guidelines set forth at 14 California Code of Regulations Sections 15000 et seq.

“**Certificate of Completion**” means such certificate as shall be issued by Agency following completion of the Signage Improvements pursuant to Section 6.5.

**“Certificate of Compliance”** means a certificate of compliance issued in accordance with the provisions of the Subdivision Map Act.

**“Certificate of Occupancy”** means such certificate as shall be issued to Developer by City following completion of the Signage Improvements pursuant to the Carson Municipal Code.

**“City”** means City of Carson, State of California, as further described in Section 1.5.3.

**“Claims”** is defined in Section 4.6.

**“Cohen Trust Property”** is defined in Section 1.2.2.1.

**“Condition(s)”** means, with respect to the Sites, the condition of the soil, geology, hydrogeology, the presence of known or unknown faults or defects, or Hazardous Substances, the suitability of the Sites for their intended uses, or the condition of any related improvements.

**“Conceptual/Schematic Design Drawings”** means those certain conceptual/schematic Construction Drawings for the Signage Improvements attached to the DDA as Exhibit 9. The Conceptual/Schematic Design Drawings with respect to the Signage Project shall constitute the “development plan” referred to in Section 9172.23 of the Carson Zoning Ordinance.

**“Construction Drawings”** means those plans, drawings and specifications for the Signage Improvements prepared by an architect on behalf of Developer, in accordance with Section 6 hereof, including but not limited to Conceptual/Schematic Design Drawings and Final Construction Drawings.

**“Cooperation Agreement”** shall have the meaning set forth therefor in the Recitals.

**“CSUDH”** shall mean California State University, Dominguez Hills.

**“DDA”** means this Disposition and Development Agreement.

**“Defaulting Party”** is defined in Section 8.1.1.

**“Developer”** means Anschutz Southern California Sports Complex, LLC, a Delaware limited liability company, as further described in Section 1.5.2.

**“Developer’s Conditions Precedent”** is defined in Section 2.1.

**“DWP”** is defined in Section 1.2.2.2.

**“DWP Site”** is defined in Section 1.2.2.2.

**“Effective Date”** means the date first set forth above in the DDA, which shall be the date of due and complete execution and delivery of the DDA.

**“Entitlements”** is defined in Section 2.1.3.

**“Fair Market Rental Value”** means the rental amount that would be agreed at the time that a lease or sublease is entered into between a willing lessor or sublessor and a willing lessee or sublessee in an arms-length transaction without compulsion on either side.

**“Final Construction Drawings”** means the final Construction Drawings for the Signage Improvements provided by Developer to the Agency and the City and approved by each in accordance with the provisions of this DDA.

**“First Site”** is defined in Section 4.5.1.

**“Ground Lease”** means the instrument by which the fee owner of a Site, including either a private property owner or Agency conveys a ground leasehold interest in and to a Site to Developer.

**“Ground Sublease”** means the instrument by which Agency conveys a ground subleasehold interest in and to a Site to Developer.

**“Hazardous Substances”** is defined in Section 3.8.

**“Indemnified Parties”** is defined in Section 4.6.

**“Lease”** means any of the Primary Ground Leases, Ground Leases or Ground Subleases, individually.

**“Lease Termination Date”** is defined in Section 7.1.

**“Leases”** means all of the Primary Ground Leases, Ground Leases and Ground Subleases, collectively.

**“Mitigation Monitoring Plan”** means that certain mitigation monitoring plan adopted by the Board of Trustees of the California State University and College System in connection with its certification of the NTC EIR. The mitigation monitoring plan so adopted is attached as Exhibit 11.

**“National Training Center”** or **“NTC”** shall have the meaning set forth therefor in the Recitals.

**“Non-Defaulting Party”** is defined in Section 8.1.1.

**“Notice of Rent Commencement”** is defined in Section 4.1.

**“NTC EIR”** is defined in Section 2.1.2.

**“NTC Project”** shall have the meaning set forth therefor in the Recitals.

**“NTC Project Commencement Date”** means the earlier of the date upon which Developer commences grading for the NTC on the CSUDH campus or grading for the Signage Improvements on any Site.

**“Official Records”** is defined in Section 3.3.

**“Party”** or **“Parties”** is defined in the Preamble to this DDA.

**“Permitted Exceptions”** means those encumbrances, liens, taxes, assessments, easements, rights of way, leases, covenants, agreements or other exceptions affecting title to each Site as of the date of recordation of the Memorandum of Leases for the Site and which are approved in writing by Developer and Agency, or which may be set forth in any policy of title insurance accepted by Developer.

**“Pre-existing Condition”** means any Condition which existed on or before the date of delivery of possession of the Sites to Developer pursuant to a Lease for such Site.

**“Primary Ground Lease”** means the instrument by which Agency obtains a ground leasehold interest in and to a Site from the Owner.

**“Public Benefit Initiatives”** is defined in Section 4.5.

**“Redevelopment Plan”** shall have the meaning set forth therefor in the Recitals.

**“Redevelopment Project Area”** shall have the meaning set forth therefor in the Recitals.

**“Rent”** means the rent payable to Agency pursuant to a Ground Lease or Ground Sublease.

**“Schedule of Performance”** shall refer specifically to Exhibit 8 hereof.

**“Second Site”** is defined in Section 4.5.1.

**“Signage Improvements”** is defined in Section 1.3.

**“Signage Project”** shall have the meaning set forth therefor in the Recitals.

**“Site”** or **“Sites”** is defined in Section 1.2.

**“Subdivision Map Act”** means the Subdivision Map Act, codified at California Government Code Sections 66410 *et seq.*

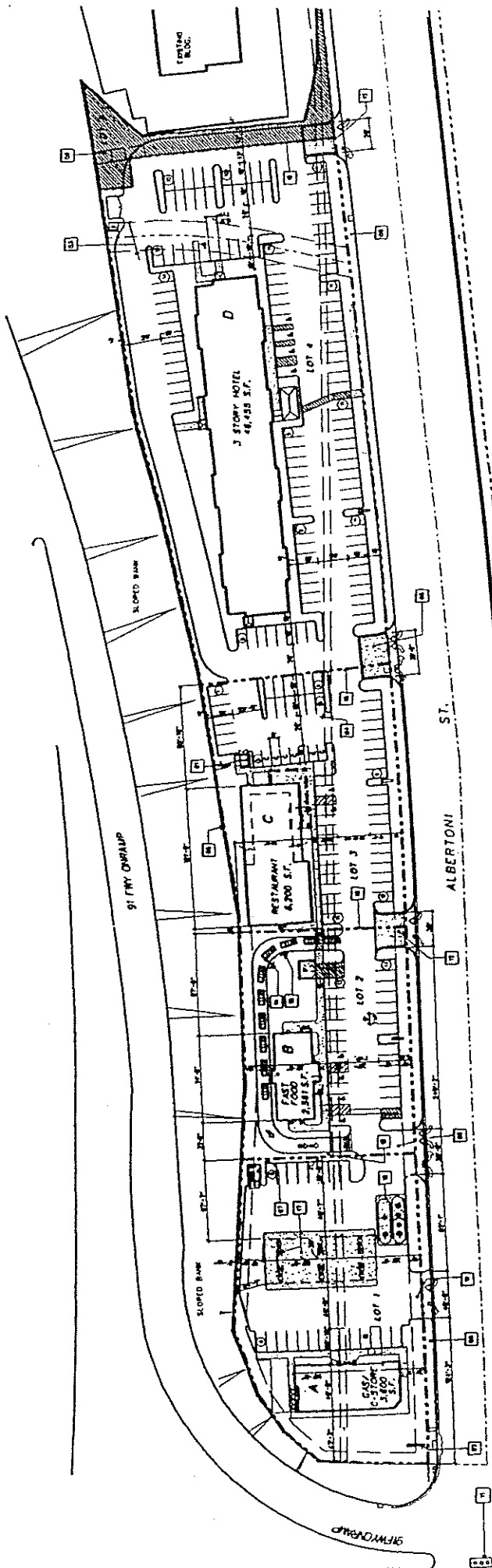
**“Taxes”** is defined in Section 4.7.

**“Title Company”** means Stewart Title of California, Inc., a California corporation and Stewart Title Guaranty Company, a Texas corporation.



**Exhibit 2**

**Site Map of Carson 91 Property**



PARCEL DATA	ADJACENT LAND USES	EXISTING BLDG.	EXISTING BLDG. AREA	EXISTING BLDG. USE	EXISTING BLDG. AREA	EXISTING BLDG. USE	EXISTING BLDG. AREA	EXISTING BLDG. USE
PARCEL: PARTIAL OF LOT A OF TRACT 3481	ARTERIA Fwy (E)	EXISTING BLDG.	12,000 S.F. (1.00 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
ZONE: CG	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
ADJACENT LAND USES:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
NORTH:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
EAST:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
SOUTH:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
WEST:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
SITE AREA:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
LOT 1:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
LOT 2:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
LOT 3:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
LOT 4:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT
LOT 5:	EXISTING BLDG.	EXISTING BLDG.	17,000 S.F. (1.55 AC)	RESTAURANT	4,700 S.F.	RESTAURANT	4,700 S.F.	RESTAURANT

- 1 PROPOSED HOISTING 10,000 FOR 4 LOTS
- 2 GAS PUMPING STATION
- 3 30' WIDE STORM DRAIN EASEMENT
- 4 FENCE BEHIND EASEMENT
- 5 2' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 6 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 7 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 8 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 9 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 10 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 11 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 12 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 13 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 14 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 15 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 16 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 17 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 18 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 19 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 20 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 21 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 22 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 23 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 24 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 25 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 26 1' HIGH CURB LOW FENCE AT FREEWAY SIDE
- 27 1' HIGH CURB LOW FENCE AT FREEWAY SIDE

# Albertoni Center

Albertoni St. & 91 Fwy / Carson, California  
 Developed by: Carson - 91 LLC

Schematic Overall Site Plan - G

**Exhibit 3**

**Legal Description of Carson 91 Property**

## LEGAL DESCRIPTION OF THE CENTER

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

THAT PORTION OF LOT A OF TRACT 3461, IN THE CITY OF CARSON, AS SHOWN ON MAP RECORDED IN BOOK 38 PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ACQUIRED BY THE STATE OF CALIFORNIA BY PARCEL 1 (A4541) OF DEED (STATE PARCEL A4541) RECORDED MARCH 28, 1972 IN BOOK D5406 PAGE 282 OF OFFICIAL RECORDS IN SAID OFFICE AND THAT PORTION OF THE 504.19 ACRE TRACT IN RANCHO SAN PEDRO ALLOTTED TO J.G. DOWNEY BY THE DECREE OF PARTITION OF A PORTION OF SAID RANCHO IN CASE NO. 939 OF THE SUPERIOR COURT IN SAID COUNTY, IN THE CITY OF CARSON, INCLUDED WITHIN PARCEL 2 AS SHOWN ON MAP FILED IN BOOK 82 PAGES 31 AND 32 OF RECORD OF SURVEYS, IN SAID OFFICE, ACQUIRED BY THE STATE OF CALIFORNIA BY PARCEL 2 (45337-A) OF DEED (STATE PARCEL 45337) RECORDED DECEMBER 29, 1967 IN BOOK D3872 PAGE 421 OF SAID OFFICIAL RECORDS, DESCRIBED AS FOLLOWS AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE GENERAL NORTHERLY LINE OF PARCEL 1 OF STATE HIGHWAY RELINQUISHMENT NO. 991, RECORDED MAY 8, 1980 AS INSTRUMENT NO. 80-466862 AND AS SHOWN ON MAP RECORDED IN BOOK 14 PAGES 84 AND 85 OF STATE HIGHWAY MAPS IN SAID OFFICE, DISTANT ALONG SAID GENERAL NORTHERLY LINE SOUTH 87° 01' 14" WEST, 467.46 FEET FROM THE EASTERLY TERMINUS OF THAT COURSE SHOWN AS NORTH 87° 01' 14" EAST, 775.55 FEET IN SAID GENERAL NORTHERLY LINE, THENCE NORTH 00° 42' 56" EAST, 93.93 FEET; THENCE NORTH 38° 59' 02" EAST, 39.23 FEET; THENCE NORTH 53° 20' 44" EAST 38.36 FEET; THENCE NORTH 68° 11' 51" EAST, 59.01 FEET; THENCE SOUTH 87° 36' 47" EAST, 206.87 FEET; THENCE NORTH 87° 05' 54" EAST 145.92 FEET; THENCE NORTH 79° 33' 50" EAST 213.67 FEET; THENCE NORTH 75° 09' 07" EAST, 232.01 FEET; THENCE NORTH 80° 09' 40" EAST, 277.04 FEET TO A POINT IN THAT COURSE DESCRIBED AS SOUTH 40° 39' 52" WEST, 145.51 FEET IN THE GENERAL EASTERLY LINE OF SAID PARCEL 2 (45337-A), DISTANT LONG SAID COURSE NORTH 40° 39' 52" EAST 67.69 FEET FROM THE SOUTHWESTERLY TERMINUS OF SAID COURSE, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF THE LAND ACQUIRED BY THE STATE OF CALIFORNIA BY PARCEL 62406-1 (AMENDED) OF FINAL ORDER OF CONDEMNATION, FILED IN SUPERIOR COURT CASE NO. C52401, IN AND FOR SAID COUNTY, A CERTIFIED COPY OF SAID FINAL ORDER BEING RECORDED AUGUST 20, 1975 IN BOOK D6768 PAGE 964, OFFICIAL RECORDS; THENCE ALONG SAID COURSE SOUTH 40° 39' 52" WEST, 67.69 FEET TO SAID SOUTHWESTERLY TERMINUS; THENCE ALONG SAID GENERAL EASTERLY LINE THE FOLLOWING TWO COURSES; SOUTH 06° 17' 41" EAST 136.24 FEET AND SOUTH 77° 14' 55" EAST, 49.54 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2 (45337-A), SAID SOUTHEASTERLY CORNER BEING A POINT IN THE SOUTHERLY LINE OF ABOVE MENTIONED PARCEL 2, AS SHOWN ON MAP FILED IN BOOK 82 PAGES 31 AND 32 OF SAID RECORD OF SURVEYS; THENCE ALONG LAST MENTIONED SOUTHERLY LINE NORTH 87° 58' 54" EAST, 95.31 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL 1 OF SAID STATE HIGHWAY RELINQUISHMENT NO. 991; THENCE ALONG SAID GENERAL NORTHERLY LINE THE FOLLOWING THREE

COURSES; SOUTH 82° 43' 03" WEST, 566.10 FEET, WESTERLY ALONG A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 3,440.00 FEET, THROUGH AN ANGLE OF 04° 18' 11", AN ARC DISTANCE OF 258.35 FEET AND SOUTH 87° 01' 14" WEST, 467.46 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS, OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 100 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LAND, AS RESERVED IN DEED RECORDED MARCH 28, 1972 AS INSTRUMENT NO. 547 AND ALSO RESERVED IN DEED RECORDED OCTOBER 9, 1973 AS INSTRUMENT NO. 365

**Exhibit 4**

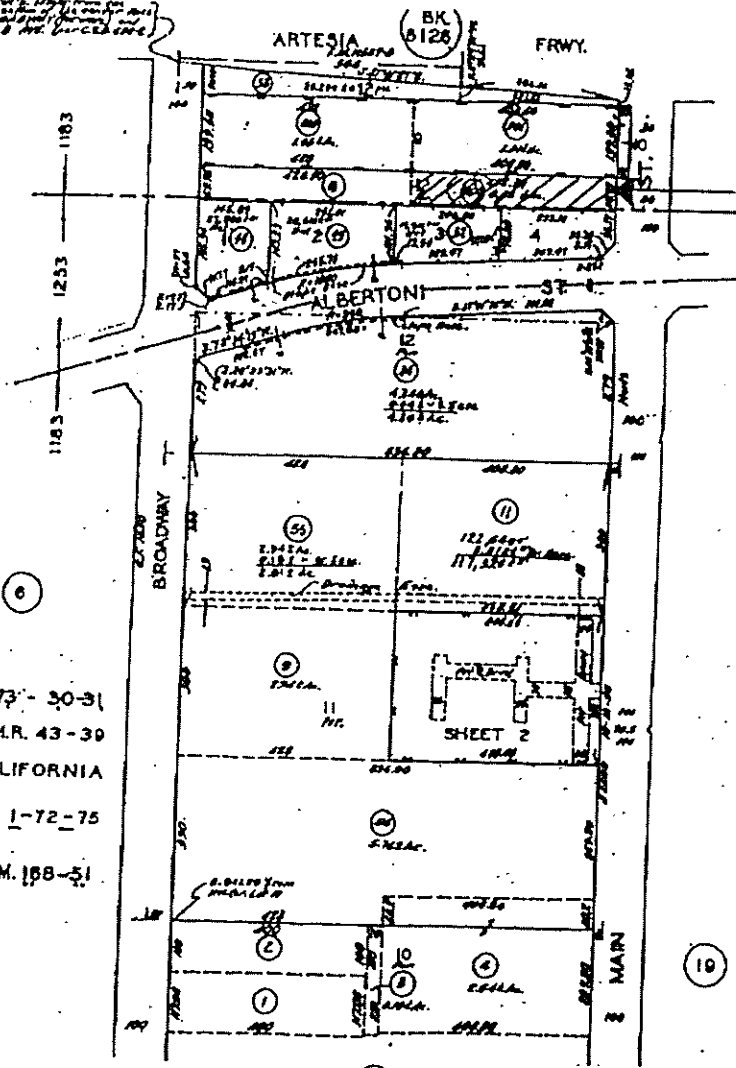
**Site Map of Agency-Owned 91 Site**

3  
SCALE  
200'

2002

NOT TO SCALE  
PROPERTY OF THE COUNTY OF LOS ANGELES  
COULD BE UNDEVELOPED

RECORDS SECTION  
COUNTY OF LOS ANGELES  
200181007004001-10



Carson Redevelopment Agency  
 Owned parcel at 17505 S. Main St.  
 APN: 7339-003-900

PARCEL MAP . . . . . P.M. 173-30-31  
 SOUTH GARDENA TRACT . . . . . M.R. 43-39  
 PROPERTY OF SOUTHERN CALIFORNIA  
 EDISON CO. LTD. MAP NO. 8  
 . . . . . O.M. 1-72-75  
 CONDOMINIUM  
 PARCEL MAP . . . . . P.M. 168-51

CODE  
 1183  
 1253

FOR PREV. ASSMT SEE:  
 624-1183

All 908 series parcels on this page are  
 assessed to Carson Redevelopment Agency  
 unless otherwise noted.

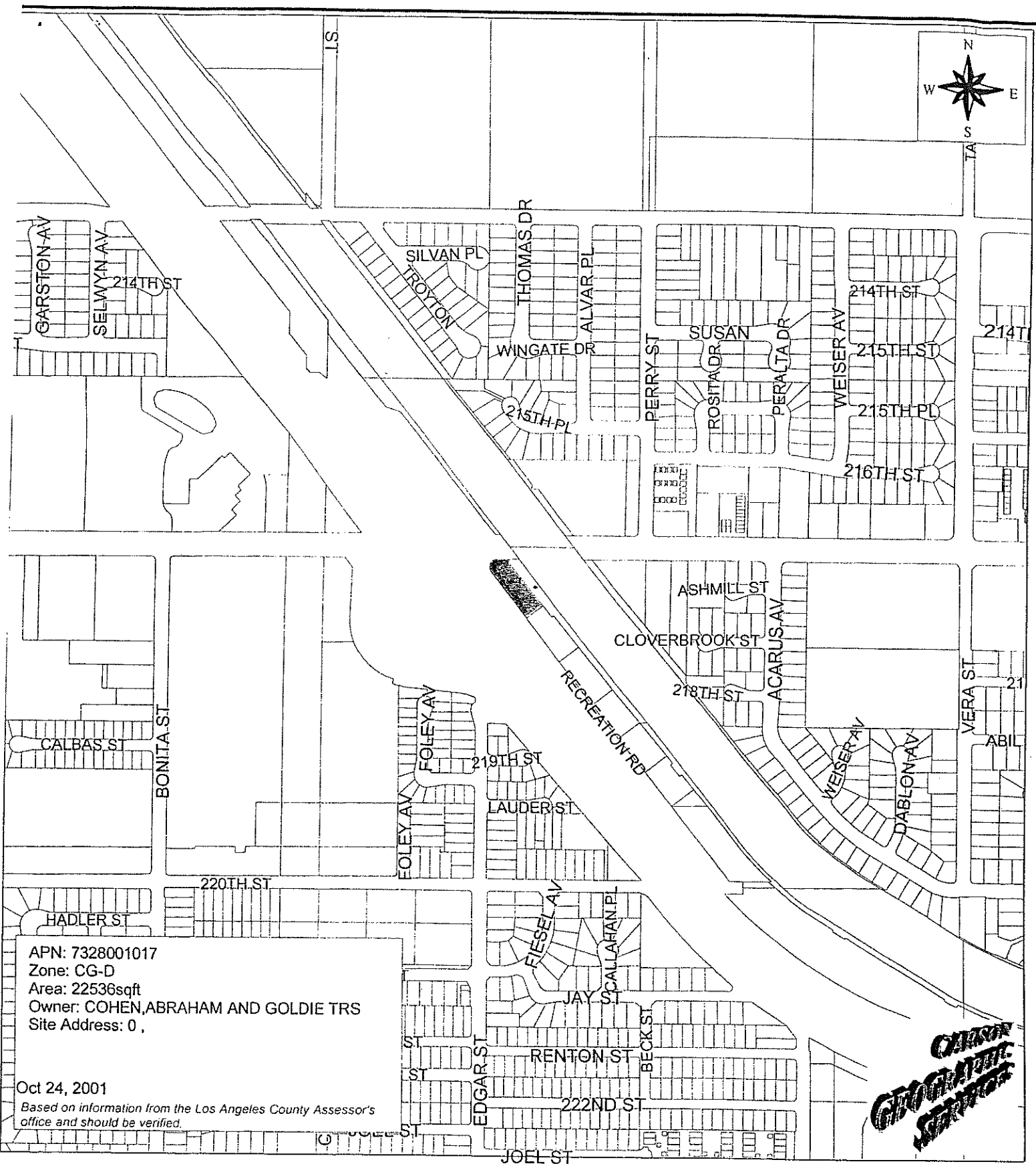
Street lines per M.R. 43-39 are considered the  
 lot lines in this tract, although the divisions  
 of some lots are measured from the centerlines  
 of the streets.

ASSESSOR'S MAP  
 COUNTY OF LOS ANGELES, CALIF

**Exhibit 5**

**Site Map of Cohen Trust Property**





APN: 7328001017  
 Zone: CG-D  
 Area: 22536sqft  
 Owner: COHEN, ABRAHAM AND GOLDIE TRS  
 Site Address: 0,

Oct 24, 2001  
 Based on information from the Los Angeles County Assessor's  
 office and should be verified.



# City of Carson

## NONE

**Exhibit 6**

**Legal Description of Cohen Trust Property**

**LEGAL DESCRIPTION**

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

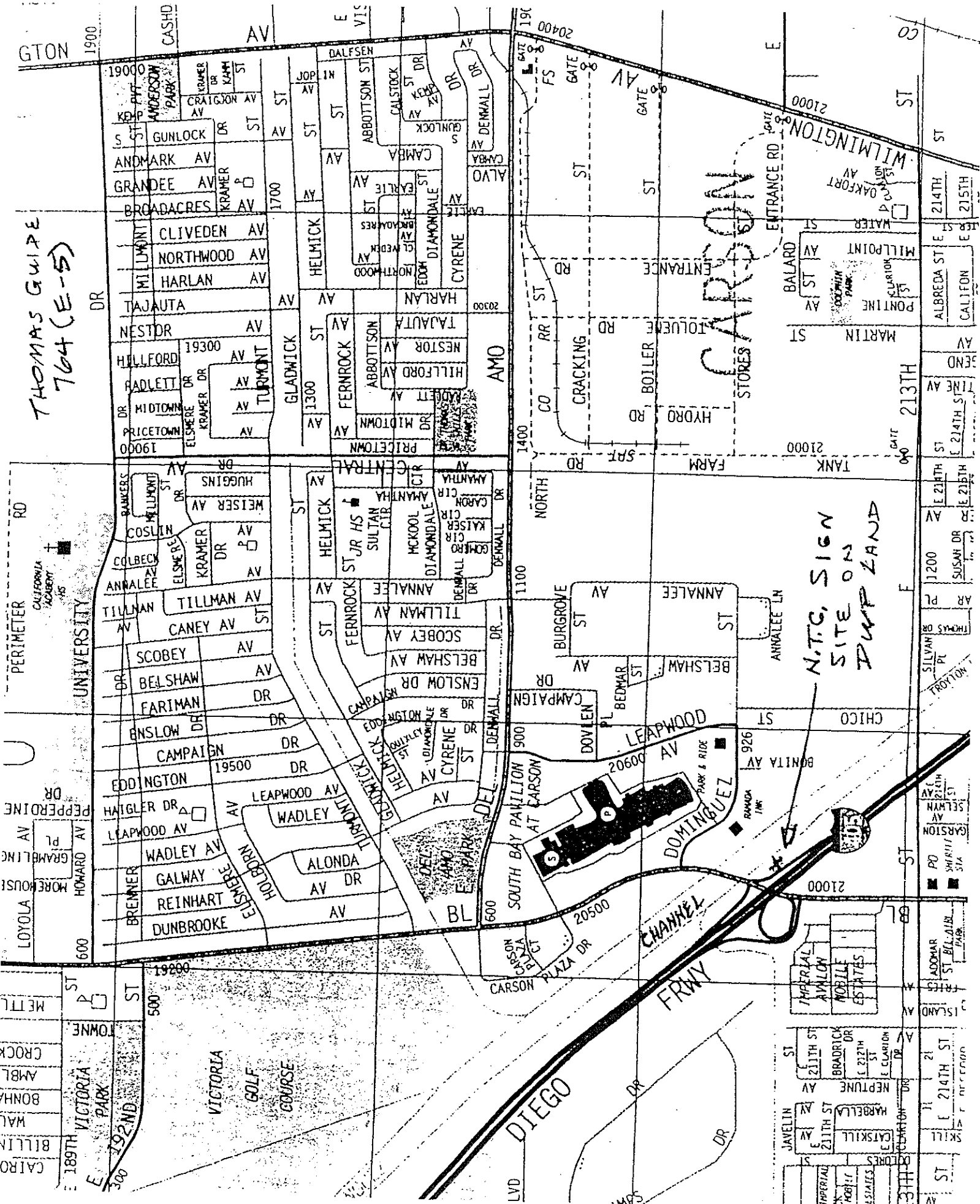
LOT 6 OF TRACT NO. 43751, IN THE CITY OF CARSON, COUNTY OF LOS  
ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1107  
PAGES 93 TO 95 INCLUSIVE OF MAPS, IN THE OFFICE OF RECORDER OF  
SAID COUNTY.

END OF LEGAL DESCRIPTION

**Exhibit 7**

**Site Map of DWP Property**

THOMAS GUIPE  
764 (E-5)



N.T.G. SIGN  
SITE ON  
PUMP LAND

JOB NO.  
LA-D.W.P.

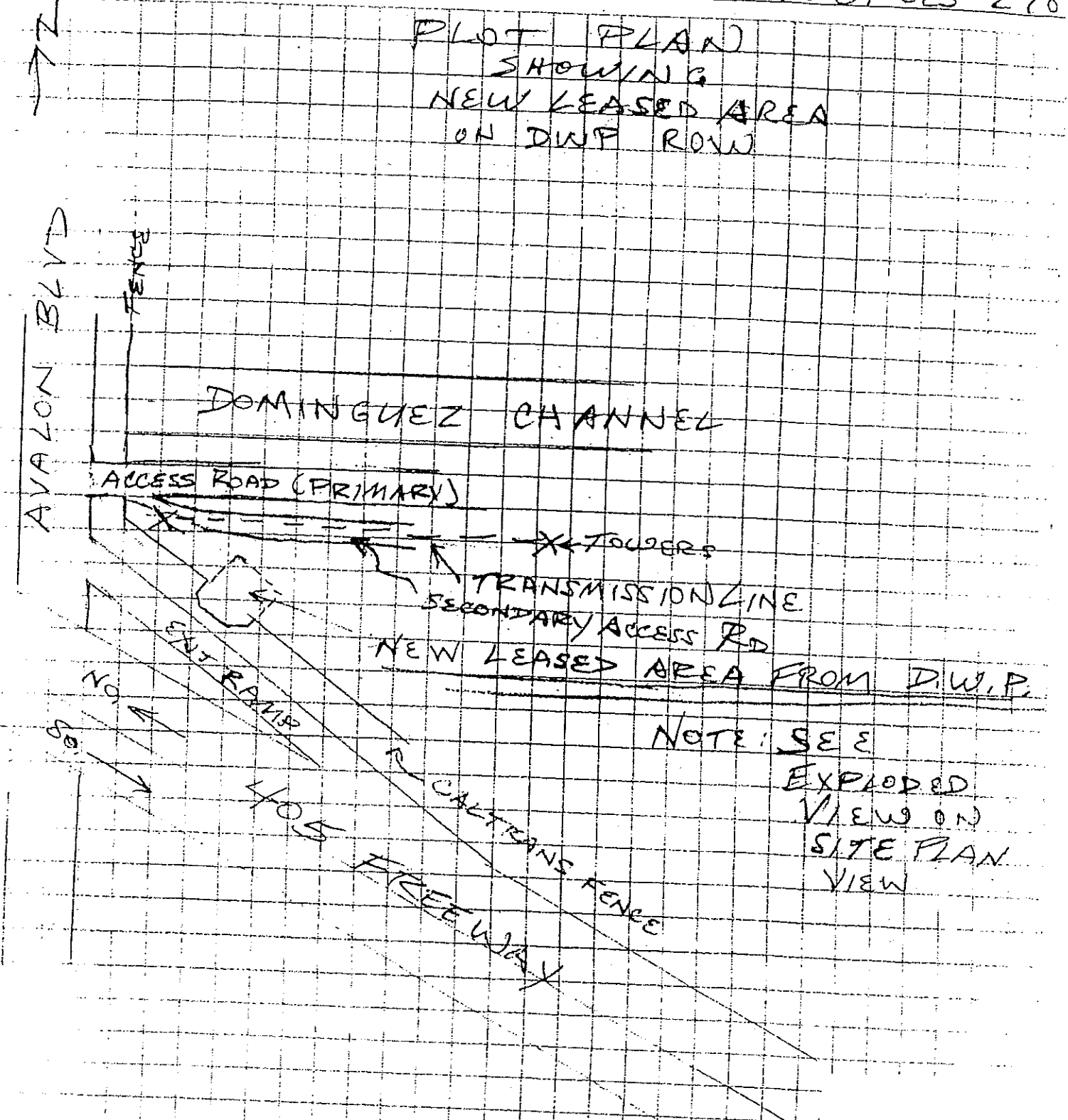
NATIONAL TRAINING CENTER  
NAME ANSCHUTZ SO. CALIF. SPORTS COMPLEX  
ADDRESS AVALON BLVD & 405 FWY  
(N.E. SIDE)  
LOCATION CARSON CA

SHEET	OF
1	2

CIRCUITS AVAILABLE

ARE POWER LINES CLEAR? yes LOC. OF PROP. LINE APN 7381-025-270

PLOT PLAN  
SHOWING  
NEW LEASED AREA  
ON DWP ROW



JOB NO.  
**LA-DWP**

NATIONAL TRAINING CENTER  
 NAME MARQUEE FREEWAY SIGN

ADDRESS AVALON BLVD & 405 FWY (NE SIDE)

LOCATION NEAR TOWER # WIL-GRAM 1023

SHEET 2 OF

CIRCUITS AVAILABLE

ARE POWER LINES CLEAR? YES LOC. OF PROP. LINE

3/20/01

**SITE PLAN VIEW**

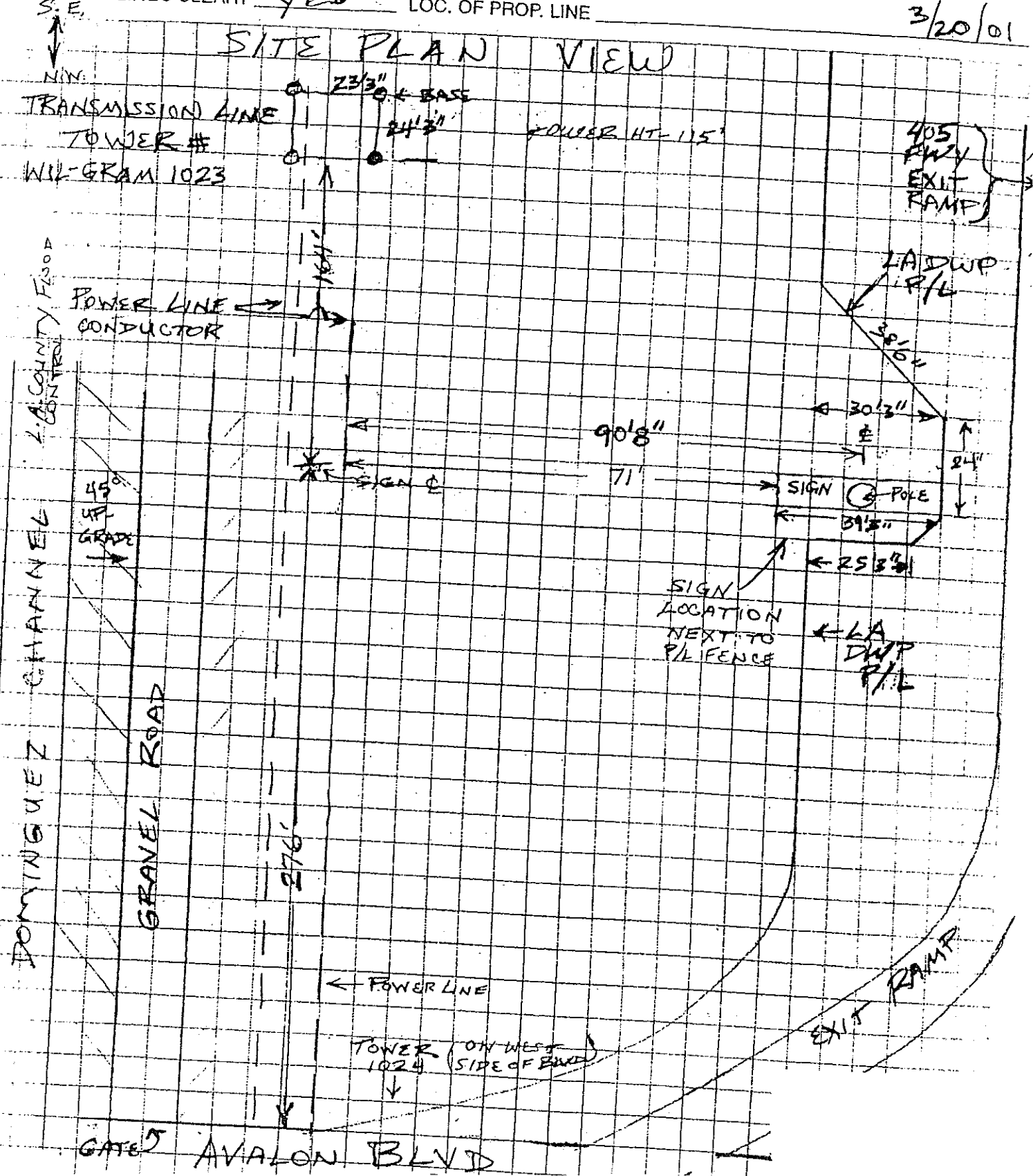


Exhibit 8

Schedule of Performance

<u>FINAL DATE FOR ACTION/APPROVAL</u>	<u>ACTION/APPROVAL</u>
January 30, 2002	Public Hearing; Agency Review and Approval of DDA (including Conceptual/Schematic Design for Signage Improvements), Cooperation Agreement and Form of 91 Site Ground Lease.
January 30, 2002	Public Hearing; City Council Review and Approval of DDA and Cooperation Agreement.
February 4, 2002	Last date for execution of DDA by Agency, City and Developer; Last date for execution of Cooperation Agreement by Agency and City.
February 5, 2002	Public Hearing; Planning Commission Adoption of Zoning Ordinance Amendment for Electronic Marquee Signage Overlay District (" <b>Signage Overlay District</b> "); Planning Commission Application of Signage Overlay District to Carson 91 Property and Cohen Trust Property; Review and Approval of Conceptual/Schematic Design for Signage Improvements.
February 12, 2002	Public Hearing; City Council Adoption of Zoning Ordinance Amendment for Electronic Marquee Signage Overlay District; Application of Signage Overlay District to Carson 91 Property and Cohen Trust Property; Review and Approval of Conceptual/Schematic Design for Signage Improvements.
February 19, 2002	Second Reading of Carson Zoning Ordinance Amendment.
March 1, 2002	Last date for execution of Primary Ground Lease for Carson 91 Property by Agency and Carson LLC.
March 1, 2002	Last date for execution of Ground Lease for Cohen Trust Property by Developer and 405 Site Owners.



**FINAL DATE FOR  
ACTION/APPROVAL**

**ACTION/APPROVAL**

March 21, 2002	Carson Zoning Ordinance Amendment Effective Date.
March 31, 2002	Last date for issuance by City of Certificate of Compliance with respect to Carson 91 Property.
March 31, 2002	Last date for (a) execution of Ground Sublease by and between Agency and Developer or (b) Assignment of Ground Lease by and between Agency and Developer, as applicable, for Carson 91 Property.
May 1, 2002	If not then subject to Primary Ground Lease and Assignment of Lease or Ground Sublease, last date for acquisition by Agency of Carson 91 Property in fee by means other than eminent domain, or for formal consideration of acquisition of Carson 91 Property through Agency's power of eminent domain.
May 1, 2002	If Cohen Trust Property not then subject to Ground Lease, last date for execution by Agency and DWP of Primary Ground Lease for DWP site or for formal consideration of acquisition of Cohen Trust Property through Agency's power of eminent domain.
May 15, 2002	Last date for execution by Agency and Developer of Ground Lease for alternate site described in <u>Section 1.2.1.4</u> (assumes Agency determines not to pursue eminent domain with respect to Carson 91 Property and failure to obtain leasehold or fee interest in Carson 91 Property.)
May 15, 2002	Last date for execution of Ground Lease by Agency and Developer for Carson 91 Property (assumes acquisition of fee title by Agency by means other than eminent domain on or before May 1, 2002).
May 15, 2002	Last date for selection of alternate site(s), if required, pursuant to DDA <u>Section 1.2.3</u> .
September 1, 2002	Last date for acquisition by Agency of Carson 91 Property and/or Cohen Trust Property through powers of eminent domain (i.e. last date for possession pursuant to Order of

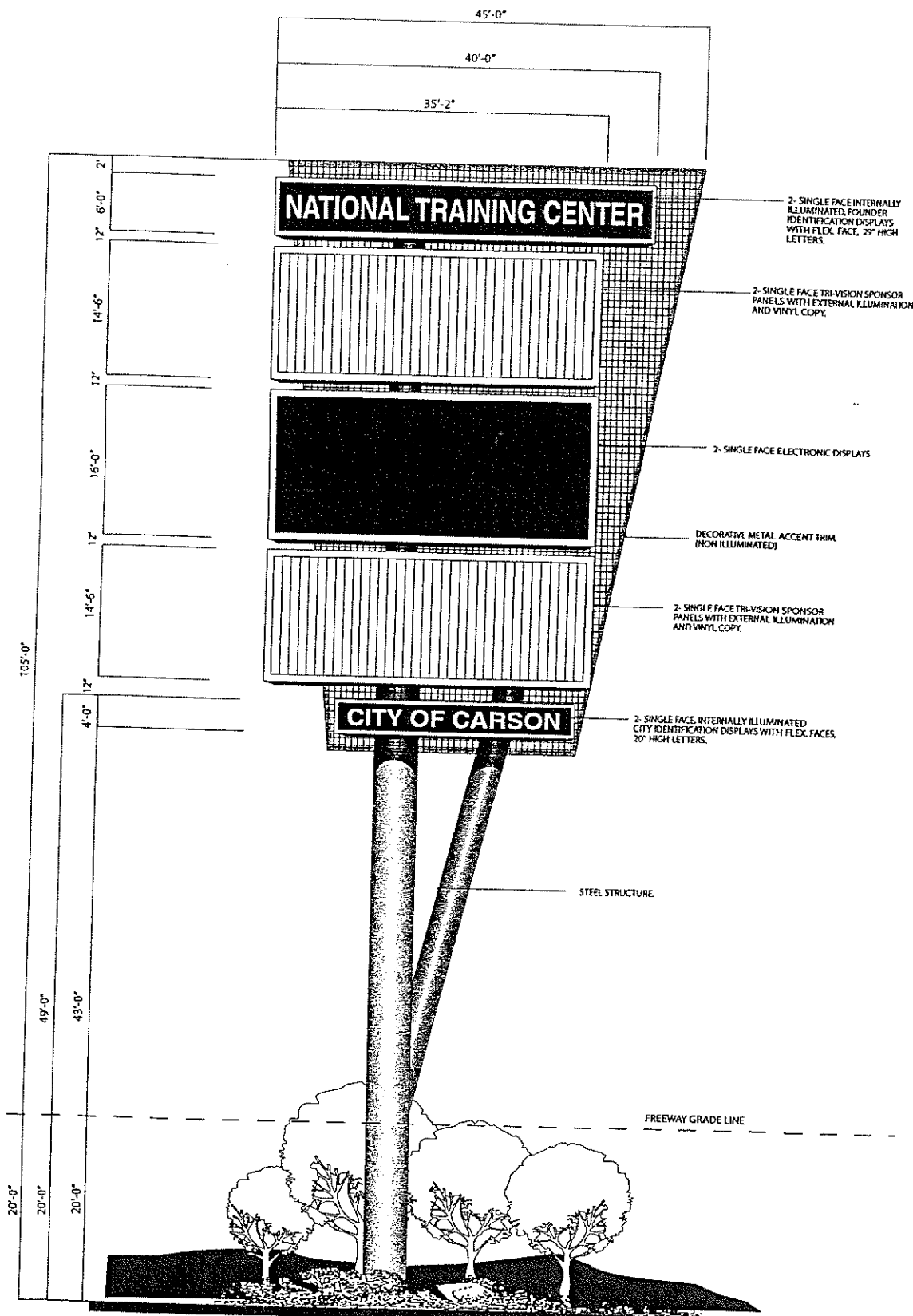
**FINAL DATE FOR  
ACTION/APPROVAL**

**ACTION/APPROVAL**

	Prejudgment Possession).
September 15, 2002	Last date for execution of Ground Lease by Agency and Developer for (a) Cohen Trust Property and/or Carson 91 Property (assumes possession acquired pursuant to Order of Prejudgment Possession) or (b) alternate site(s) selected by Agency, City and Developer pursuant to DDA <u>Section 1.2.3.</u>
October 1, 2002	Last date for satisfaction of Developer's Conditions Precedent (following such date, if conditions are not satisfied, Developer may terminate DDA).
December 31, 2002	Last date for Notice of Rent Commencement
December 31, 2002	Last date for satisfaction of conditions set forth in <u>Section 8.5.1.2.</u>
30 days following submittal of building permit application	Approval of Building Permit for Signage Improvements.
30 days following receipt of written request from Developer for issuance	Certificate of Completion of Signage Improvements.

**Exhibit 9**

**Conceptual/Schematic Design Drawings**



**EMI**  
**ELECTRA-MEDIA, INC.**  
 LAWNSDALE - CALIFORNIA  
 Phone number: (310) 725-0816

PROJ: NATIONAL TRAINING CENTER - CARSON - CALIFORNIA

TITLE: IDENTIFICATION AND ELECTRONIC FREEWAY DISPLAY

DESIGN #:

SCALE 3/32" = 1'-0"

Exhibit 10

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2002 (the “**Effective Date**”), by and among THE CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic (the “**Agency**”) and THE CITY OF CARSON, a California municipal corporation (the “**City**”). Agency and City are sometimes referred to herein individually as a “**Party**” or collectively as the “**Parties**.” This Agreement is made and entered into with reference to the following facts:

**RECITALS**

WHEREAS, the City, by Ordinance No. 71-205, as amended by later adopted ordinances, originally adopted the Redevelopment Plan for Redevelopment Project Area No. 1 (the “**Redevelopment Plan**”) on December 20, 1971; and

WHEREAS, the City’s goals and objectives stated in the Redevelopment Plan include, without limitation, elimination and prevention of the spread of blight and deterioration, and the conservation, rehabilitation and redevelopment of Redevelopment Project Area No. 1 (“**the Redevelopment Project Area**”), the encouragement, cooperation and participation of business persons and public agencies in revitalizing the Redevelopment Project Area and the promotion of economic well being of the Redevelopment Project Area while creating desirable uses and jobs for local residents; and

WHEREAS, Anschutz Southern California Sports Complex, LLC, a California limited liability company (“**Developer**”) will develop (a) a substantial new state-of-the-art sports complex and national training center on the California State University at Dominguez Hills (“**CSUDH**”) campus, adjacent to the Redevelopment Project Area that will further the goals and objectives of the Redevelopment Plan, which complex will include a soccer stadium, a track and field facility, a new competitive-standard velodrome to replace the existing velodrome, a national sports academy for numerous sports, upgraded campus athletic facilities and gymnasium, a jogging trail/par course fitness facility and on-site parking areas and potentially, a tennis stadium, (“**National Training Center**” or “**NTC**”), and (b) the Signage Improvements (defined in Section 3) to be located on two Sites (defined in Section 1.2) within the Redevelopment Project Area as more particularly described herein (“**Signage Project**”), all of the foregoing, including the NTC and the Signage Project, being collectively referred to as the “**NTC Project**”; and

WHEREAS, the NTC has been approved by the Board of Trustees of California State University (the “**Board of Trustees**”) and legislative and discretionary authority for the NTC, except for the Signage Project, lies solely within the purview of the Board of Trustees; and

WHEREAS, to promote the viability of, and attract patrons to, the NTC, Developer desires to construct on each of two selected Sites an electronic message center marquee sign as more fully described in Section 3; and

WHEREAS, Developer, in consideration of the benefits and opportunities provided by the NTC and the Signage Improvements, and the cooperation and assistance of Agency and City in connection therewith, has entered into, or will enter into, a Disposition and Development Agreement (the “**DDA**”) to be executed by and among Agency, City and Developer, providing assurances to Agency and City that in exchange for the granting of entitlements by City and the execution by Agency of certain Ground Leases and or Ground Subleases as further set forth therein, Developer will implement certain public benefit initiatives providing for local employment opportunities, community programs, increased tax revenues, public services, safety and traffic programs, and coordination for future business and development opportunities around the NTC as further described in the DDA (the “**Public Benefit Initiatives**”); and

WHEREAS, (a) in order to provide certainty and render the development of the Signage Improvements more viable in light of the significant amount of capital investment necessary to develop the Signage Improvements and the importance of the Signage Improvements to the success of the NTC and (b) in consideration of the Public Benefit Initiatives, Agency has agreed to seek application for Carson Zoning Ordinance and Zoning Map amendments such that the Signage Improvements will be legally permissible uses on the Sites, subject to Developer’s having obtained site plan and design review approval from the City pursuant to Carson Zoning Ordinance Section 9172.23 as modified by the design review requirements set forth in the Overlay Zone Ordinance (defined in Section 2.1.1) (“**Site Plan and Design Review**”), prior to commencing construction of the Signage Improvements; and

WHEREAS, Agency requires the cooperation and assurances from City that the Entitlements will be granted, and City and Agency agree that the best method of providing the desired cooperation and assurances, while furthering the goals and objectives of Agency and City, is for Developer, City and Agency to enter into the DDA, and for Agency and City simultaneously to enter into this Agreement, under the authority of California Health and Safety Code Section 33220, whereby City agrees to cooperate with Agency and to amend the Carson Zoning Ordinance and undertake such other actions as may be required or reasonably necessary to allow the design, construction, use, operation, maintenance, repair and replacement of the Signage Improvements on the selected Sites; and

WHEREAS, Agency and City agree that this Agreement, by facilitating and encouraging appropriate new private investment and development within the Redevelopment Project Area, will enhance the employment and tax base of the City and implement the goals and objectives of the Redevelopment Plan and the City’s General Plan; and

WHEREAS, Agency and City, prior to entering into this Agreement each held a public hearing at which time the contents and approvals requested of Agency and City pursuant to this Agreement were fully and openly discussed; and

WHEREAS, Agency and City agree that the actions of City undertaken pursuant to and in furtherance of its obligations under this Agreement shall be carried out administratively in

light of the intent of the DDA and this Agreement and in furtherance of the previously approved Redevelopment Plan.

WHEREAS, all initially capitalized terms used and not defined in this Agreement shall have the meanings ascribed to them in the DDA, including the Glossary of Defined Terms attached thereto as Exhibit "1".

## AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and agreements set forth in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Subject of Agreement.

#### 1.1 Purpose of the Agreement.

1.1.1 The purpose of this Agreement, as described in the Recitals hereto, is to further the Redevelopment Plan by providing for the necessary cooperation between Agency and City in connection with the rezoning of certain real property in the Redevelopment Project Area, referred to herein as the Sites (as defined below) and the approval by City of the design of the Signage Improvements pursuant to the Site Plan and Design Review process, all as more particularly described in the DDA.

1.1.2 The cooperation provided for by this Agreement, the acquisition, entitlement, disposition and development of the Sites pursuant to the DDA and this Agreement, and the fulfillment generally of the DDA and this Agreement, are in the vital and best interests of City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

1.1.3 Agency and City enter into this Agreement under the powers set forth in the California Community Redevelopment Law, Section 33220 of the California Health and Safety Code (the "Law"). Under the Law, Agency and City are authorized to aid and cooperate in undertaking redevelopment projects, by, among other things, (1) rezoning and making legal exceptions from building regulations and ordinances; and (2) entering into agreements respecting actions to be taken pursuant to any of their legal powers.

1.1.4 The Parties agree that they each shall take all steps legally required of and available to them to permit each of them to perform their respective obligations pursuant to the DDA and this Agreement in a timely manner. The Parties also agree that they shall cooperate to achieve the objectives set forth in the DDA within the time periods set forth in the Schedule of Performance attached thereto.

1.2 The Sites. The "Sites" which are the subject of this Agreement consist of the Sites described in Section 1.2 of the DDA, provided however, that if by mutual written agreement of Agency and Developer, a Site or an alternate Site described in the DDA is removed from consideration for development of Signage Improvements by Agency and Developer pursuant to the DDA, then such Site shall no longer constitute a "Site" for purposes of this Agreement. This

Agreement contemplates that Entitlements will be granted for one 91 Site and one 405 Site which shall be selected by Agency and Developer in accordance with the procedures set forth in the DDA.

1.3 **Developer-Intended Third Party Beneficiary.** In consideration of Developer's willingness to undertake the NTC Project and enter into the DDA, supporting the purpose and intent of this Agreement, the Parties hereby designate Developer as a third party beneficiary to this Agreement, with all rights normally accorded "intended third party beneficiaries" in California and accord Developer the right to enforce the obligations of City contained herein; provided, however, that for so long as Agency is expeditiously and diligently pursuing the enforcement of its rights hereunder, Developer shall refrain from taking any action with respect thereto.

## 2. **Entitlement of the Sites to Permit Signage Improvements**

2.1 **Entitlement Approvals.** As used herein, "Entitlements" collectively means those zoning and land use entitlements for development that are necessary for the development of the Signage Improvements on the Sites, including Site Plan and Design Review. Subject to compliance with the notice and public hearing requirements of the Planning and Zoning Law and the Carson Zoning Ordinance, the Entitlements shall be granted by City as follows:

2.1.1 **Electronic Marquee Signage Overlay District.** On or before the date set forth in the Schedule of Performance attached to the DDA, City shall consider and, subject to public hearing on the matter and deliberation in accordance with law with respect thereto, shall approve and adopt an amendment to the Carson Zoning Ordinance in order to create an Electronic Marquee Signage Overlay District within the City, in substantially the form and content of that set forth as Schedule 1 to this Agreement (the "Overlay Zone Ordinance"). The Electronic Marquee Signage Overlay District shall permit the construction, operation, maintenance, use, repair and replacement of the Signage Improvements for the uses specified in the DDA. The Electronic Marquee Signage Overlay District shall not be subject to any dedications, exactions, fees, charges, conditions or mitigation measures other than those expressly permitted by the DDA.

2.1.2 **Application of Electronic Marquee Overlay District to Sites.** Following adoption of the Electronic Marquee Signage Overlay District and subject to public hearing on the matter and deliberation in accordance with law with respect thereto, City shall consider and shall approve the application of Agency with respect to rezoning of the Sites, by adopting such Carson Zoning Ordinance and Zoning Map amendments as are reasonably necessary or required to change the zoning for the Sites to include the Electronic Marquee Signage Overlay District, without further restriction or limitation thereon and without any dedication, exaction, fee, charge, condition or mitigation measure other than as expressly permitted by the DDA. Upon approval thereof, the zoning of each Site shall permit, with no further action or requirement on the part of Agency or Developer, as applicant, or City as entitling entity, (a) the lawful development of the Sites and construction of the Signage Improvements thereon in accordance with the provisions of the DDA and this Agreement and (b) construction, use, operation, maintenance, repair and



replacement of the Signage Improvements on the Sites in accordance with the DDA and this Agreement.

2.1.3 Site Plan and Design Review. On or before the date set forth therefor in the Schedule of Performance, City shall consider and, subject to public hearing on the matter and deliberation in accordance with law with respect thereto, shall approve Developer's application for Site Plan and Design Review approval of the Signage Improvements on the Sites provided such application is consistent with the Conceptual Drawings and Schematic Design Drawings attached to the DDA as Exhibit 9.

2.1.4 Conditions Precedent to Entitlement Approvals. The Parties expressly acknowledge and agree that City's obligations under this Agreement, including its obligations to approve the Entitlements, shall be subject to satisfaction of the following condition precedent: Agency, Developer and City shall have executed the DDA.

2.2 Site Plan and Design Review Approval. Agency and City shall promptly review and approve Developer's design permit application and the Conceptual Drawings and Schematic Design Drawings for the Signage Improvements in accordance with the policies, procedures and regulations established in the DDA.

2.3 Issuance of Building Permits. City shall timely review and approve Developer's application for building permits to construct the Signage Improvements on the Sites in accordance with non-discriminatory (i.e. applicable to all City development approvals) City policies, procedures and regulations then in effect.

2.4 CEQA Review and Approval. Agency and City, each a "Responsible Agency" under the California Environmental Quality Act ("CEQA") in connection with the National Training Center Environmental Impact Report (State Clearinghouse Number 2000101041) dated April 2001, which was certified on June 4, 2001, by the Board of Trustees of the California State University and College System, together with any additional documents prepared in connection therewith (collectively, the "NTC EIR"), shall have, prior to the adoption of the DDA and this Agreement: (a) considered the NTC EIR and the environmental effects of the Signage Project described therein as required by CEQA; (b) made findings as required by the CEQA Guidelines for each significant effect of the Signage Project; and (c) approved those mitigation measures set forth on the Mitigation Monitoring Plan as sufficient for the Signage Project. Nothing in this Agreement is intended to limit the independent judgment of Agency and City as governmental agencies in reviewing the NTC EIR.

2.5 Caltrans Approval. City shall promptly cooperate with and assist Agency and Developer in ascertaining the necessity for, and, if necessary, in obtaining any necessary approvals or permits from the California Department of Transportation ("Caltrans") for the Signage Project and Signage Improvements.

3. Uses of the Sites. The Parties hereby agree that Developer shall have the right to construct, on each of the two Sites, certain signage improvements consisting of a commercial electronic message center marquee sign with an electronic message board and two trivision advertising panels (the "Signage Improvements"). The Signage Improvements will provide off-site

advertising signage for the NTC (a) to direct patrons to the NTC for events including, without limitation, City-sponsored events at the NTC; (b) to display names of sponsors of the NTC or events, including, without limitation, City-sponsored events at the NTC and (c) to display advertising relating to such sponsors, events, facilities or sports teams. The Signage Improvements may also be used to display information for events, including sponsors of such events, at other facilities and/or with respect to other sports teams owned or managed by Developer or any of its Affiliates. The Signage Improvements will include the name of the City and will reach approximately one hundred five feet (105') in height above freeway grade, as more particularly described in the Conceptual/Schematic Design Drawings attached to the DDA as Exhibit 9 and incorporated herein by this reference.

#### 4. Approval of Construction Drawings

4.1 Conceptual/Schematic Design Drawings. Agency has approved the Conceptual/Schematic Design Drawings attached to the DDA as Exhibit 9 (the “**Schematic Design Drawings**”). Promptly following the approval of the Entitlements described in Sections 2.1.1 and 2.1.2 above, and in accordance with such Entitlements and the Schedule of Performance attached to the DDA, City shall cause the Planning Commission to schedule for review and to approve the Schematic Design Drawings pursuant to the Site Plan and Design Review process and to conduct such public hearings as may be required in connection therewith. If the Planning Commission does not approve, Agency shall timely file an appeal with City Council. Promptly after determination with respect thereto by the Planning Commission and in accordance with the Schedule of Performance, City Council shall schedule for review and thereafter approve the Schematic Design Drawings pursuant to the Site Plan and Design Review process and shall conduct such public hearings as may be required in connection therewith.

4.2 Final Construction Drawings. Agency approval and City approval shall be promptly granted as a ministerial act for progressively more detailed drawings and specifications constituting the Final Construction Drawings if they are a logical evolution of and not in conflict with the Conceptual/Schematic Design Drawings and specifications theretofore approved by Agency and City. If any drawings or specifications are not in logical progression or not consistent with the Conceptual/Schematic Design Drawings or with previously approved drawings or specifications, and if Agency or City does not approve, Agency or City, as applicable, must promptly provide Developer with comments as to the discrepancy or grounds for disapproval, which shall not be unreasonable, and Developer shall have the right to cure the matters raised by Agency or City and submit revised drawings or specifications for approval.

4.3 Agency or City Approval. For purposes of this Agreement, “**Agency approval**” shall mean, with respect to Schematic Design Drawings, approval by the Agency Board of Commissioners, and, with respect to the Final Construction Drawings, approval by Agency’s Executive Director. Similarly, for purposes of this DDA, “**City approval**” shall mean, with respect to Schematic Design Drawings, approval by the Planning Commission and City Council, as applicable; and, with respect to the Final Construction Drawings, approval by City Manager. Any items so submitted and approved in writing by Agency or City shall not be subject to subsequent disapproval so long as Developer does not thereafter materially change or alter any Construction Drawings as approved by Agency and City, and Developer shall comply with all reasonable conditions of approval to such Construction Drawings or plans that are established by

Agency and City. In either event, Agency and City each agrees to use its best efforts to provide such approval expeditiously.

4.4 **Revisions or Corrections.** If any material revisions or corrections of approved plans affecting the architectural, urban design or planning requirements of this DDA shall be required by a government official, agency, department or bureau having jurisdiction over the Sites, Agency and City hereby agree to cooperate and to assist Agency and Developer in their efforts to obtain waivers of such requirements, or to develop a mutually acceptable alternative, or revise the plans, as they deem appropriate.

## 5. **Defaults and Remedies.**

5.1 **Defaults.** The failure or delay by either Party to perform any term or provision of this Agreement within the time period set forth herein or in the Schedule of Performance attached to the DDA constitutes a default under this Agreement.

5.1.1 The injured Party (the “**Non-Defaulting Party**”) shall give written notice of default (“**Notice of Default**”) to the Party in default (the “**Defaulting Party**”), specifying the default complained of by the Non-Defaulting Party and the actions required to cure the default. Delay in giving a Notice of Default shall not constitute a waiver of any default.

5.1.2 No action may be taken against the Defaulting Party so long as it endeavors to cure, correct or remedy the default with reasonable diligence, provided such cure, correction or remedy is completed within thirty (30) days from receipt from the Non-Defaulting Party of Notice of Default or if such default cannot reasonably be cured within 30 days, such longer period as is necessary to cure such default provided the Defaulting Party is diligently pursuing such cure.

5.1.3 Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which are permitted hereunder.

5.2 **Specific Performance Only.** If, following provision of a Notice of Default by a Non-Defaulting Party to a Defaulting Party, the Defaulting Party fails to cure the default within the time periods set forth therefor in Section 5.1.2, the Non-Defaulting Party, at its option, may institute legal action to cure, correct, or remedy any default by specific performance or injunction or to obtain any other remedy specifically permitted by the terms of this Agreement. The parties hereto expressly agree that the damage which would be suffered by each if the terms of this Agreement are breached by the other are uncertain and cannot be measured and, accordingly, that damages are an inadequate remedy for any breach of the covenants and agreements contained herein, and that specific performance is the only appropriate remedy for breach by any party of this Agreement. Accordingly except as otherwise set forth in this Agreement, no Party shall be entitled to assert a claim for damages (other than for attorney’s fees to the extent otherwise permitted by law) with respect to a breach of this Agreement.

5.3 **Applicable Law; Venue.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement. All legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that County, or in the Federal District Court for the Central District of California.

5.4 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

## 6. **General Provisions.**

6.1 **Notices, Demands and Communications Between the Parties.** Formal notices, demands, and communications between Agency and City shall be sufficiently given if in writing and personally delivered or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and City as designated herein. When any notice is given, it shall also be given to the following additional parties but the failure to give the additional notice shall not invalidate the notice given to a Party.

Agency: Carson Redevelopment Agency  
701 East Carson Street  
Carson, California 90745  
Attn: Executive Director  
Telephone: (310) 830-7600  
Facsimile: (310) 835-5749

with a copy to : Richards, Watson & Gershon  
A Professional Corporation  
355 South Grand Avenue, 40th Floor  
Los Angeles, California 90071  
Attention: General Counsel,  
Carson Redevelopment Agency  
Telephone: (213) 626-8484  
Facsimile: (213) 626-0078

City: City of Carson  
701 East Carson Street  
Carson, California 90745  
Attn: City Manager  
Telephone: (310) 952-1729  
Facsimile: (310) 835-7261

with a copy to: Richards, Watson & Gershon  
A Professional Corporation  
355 South Grand Avenue, 40th Floor

Los Angeles, California 90071  
Attention: Peter M. Thorson, Esq.  
Telephone: (213) 626-8484  
Facsimile: (213) 626-0078

6.2 **Conflict of Interest**. No member, Council Member, official or employee of Agency or City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, Council Member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, limited liability company, partnership or association in which he or she is, directly or indirectly, interested.

6.3 **Nonliability of Officials and Employees**. No member, Council Member, official or employee of Agency or City shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach by Agency or City, or for any amount which may become due to City or Agency, or successor, or on any obligations under the terms of this Agreement.

6.4 **Waivers and Amendments**. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authority of the waiving Party or Parties, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties, with the written consent of Developer.

6.5 **Interpretation**. This Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted in favor of, or against, any particular Party. The Recitals set forth at the beginning of this Agreement and the Schedules attached to this Agreement are hereby incorporated as though fully set forth in this Section. All section and schedule references herein, unless otherwise indicated, refer to the sections of this Agreement and the schedules attached to this Agreement.

6.6 **Attorneys' Fees**. If either Party hereto or Developer should retain legal counsel for the purpose of enforcing any term or condition of this Agreement or the DDA, the prevailing party shall be entitled to recover costs and expenses, including but not limited to reasonable attorneys' fees.

6.7 **Severability**. If any term, provision, covenant or restriction of this Agreement or the DDA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the DDA shall remain in full force and effect and shall in no way be affected, impaired or invalidated to the extent the essential purposes of the Parties or Developer can be satisfied.

6.8 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the date first written above.

**“AGENCY”:**

THE CARSON REDEVELOPMENT AGENCY

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency General Counsel

**“CITY”:**

THE CITY OF CARSON, CALIFORNIA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Schedule 1

Overlay Zone Ordinance

ORDINANCE NO. 02-1245

**AN ORDINANCE OF THE CITY OF CARSON CREATING AN ELECTRONIC MARQUEE SIGNAGE OVERLAY DISTRICT, ESTABLISHING DEVELOPMENT REGULATIONS FOR OUTDOOR ADVERTISING SIGNS IN THE DISTRICT AND AMENDING THE CARSON MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF CARSON DOES ORDAIN AS FOLLOWS:

**Section 1. Code Amendment.** Section 9113.2 ("Overlay Districts") of Division 3 ("Zoning Classifications") of Part 1 ("Introduction") of Chapter 1 ("Zoning") of Article IX ("Planning and Zoning") of the Carson Municipal Code is hereby amended to read as follows:

**" 9113.2 Overlay Districts.**

The following special designations are hereby created and may be combined by notation on the Zoning Map with any of the zoning districts listed in CMC 9113.1 in order to accomplish additional purposes within such designated areas:

**D – Design Overlay.** This designation is created primarily to provide for Site Plan and Design Review of future development within the designated areas in order to achieve special standards of design, architectural quality, style and compatibility, landscape treatment, and functional integration of neighboring developments.

**EMS – Electronic Marquee Signage.** This designation is created to provide for the development and operation of two freeway-oriented electronic marquee signs for outdoor advertising purposes, one on a 91 freeway-adjacent commercial zone parcel and one on a 405 freeway-adjacent commercial zone parcel. The only parcels eligible for this designation shall be those four parcels identified and considered in connection with the April 2001 National Training Center Environmental Impact Report (State Clearinghouse Number 2000101041) certified by the Board of Trustees of the California State University and College System.

**MUR – Mixed-Use Residential.** This designation is created to provide for pedestrian-oriented, mixed-use (commercial/residential) development, and high density residential development which may include market rate, affordable or senior housing, within designated areas in commercial zones.

**ORL – Organic Refuse Landfill.** This designation is created to provide for the public health, safety and general welfare by regulating uses of organic refuse landfill sites and ensuring that proper mitigation measures are taken to eliminate or minimize hazards to persons and property and environmental risks associated with such sites

including, but not limited to, toxicity, fire, explosion and subsidence.”

**Section 2. Code Amendment.** Section 9131.1 (“Uses Permitted”) of Division 1 (“Uses Permitted”) of Part 3 (“Commercial Zones”) of Chapter 1 (“Zoning”) of Article IX (“Planning and Zoning”) of the Carson Municipal Code is hereby amended by adding a new table entry to read as follows:

“Outdoor Advertising:	Zones		
	CN	CR	CG
Outdoor advertising sign in the Electronic Marquee Signage (EMS) Overlay District, subject to the requirements of CMC 9138.71			L”

**Section 3. Code Amendment.** Division 8 (“Special Requirements for Certain Uses”) of Part 3 (“Commercial Zones”) of Chapter 1 (“Zoning”) of Article IX (“Planning and Zoning”) of the Carson Municipal Code is hereby amended by adding a new Section 9138.71 to read as follows:

**“ 9138.71 Outdoor Advertising Signs in an Electronic Marquee Signage (EMS) Overlay District.**

A. Purpose. The Electronic Marquee Signage (EMS) Overlay District is intended to provide for the off-site advertisement, by means of electronic message center signs, of extraordinary attractions benefiting the City and of the sponsors of such attractions. To the extent the provisions of this section conflict with any other provision of this Code, the provisions of this section shall be controlling.

B. Permitted Use. Outdoor advertising signs that are permitted in the Electronic Marquee Signage (EMS) Overlay District.

C. Development Standards. The following development standards shall be applicable to outdoor advertising signs in the Electronic Marquee Signage (EMS) Overlay District:

1. Such sign shall be an electronic message center sign.
2. Such sign shall not exceed the following dimensions: a height of one hundred five (105) feet above freeway grade; a width of forty (40) feet; and a depth of six (6) feet.
3. A development plan for such sign shall be submitted and approved in accordance with paragraph D below and the Site Plan and Design Review procedure as provided in Section 9172.23.



D. Development Plan Approval. The provisions of this paragraph shall supersede the provisions of Section 9172.23 to the extent of any inconsistency. The Commission shall be an advisory agency and the Council shall be the approval authority for a development plan application for an outdoor advertising sign in the Electronic Marquee Signage (EMS) Overlay District.

The Commission shall hold a public hearing on the application and shall, by resolution, render its decision in the form of a recommendation to the Council. Failure of the Commission to render a decision within forty (40) days of the date the matter first appears on a Commission agenda for public hearing shall be deemed approval of the application. The Council shall hold a public hearing following the Commission's decision and shall, by resolution, render its decision on the application. The decision of the Council shall be final.

E. Outdoor advertising signs established or permitted pursuant to this Section 9138.71 shall be subject to Section 9167.6, except that the display on such signage of the names of companies which sell beer products, or the subsidiaries or divisions of such companies which sell beer products, shall be permitted on such outdoor advertising signage.

**Section 4. Code Amendment.** Paragraph A of Section 9136.7 ("Signs") of Division 6 ("Other Site Development Standards") of Part 3 ("Commercial Zones") of Chapter 1 ("Zoning") of Article IX ("Planning and Zoning") of the Carson Municipal Code is hereby amended by as follows:

"Section 9136.7 Signs

A. Outdoor advertising signs are not permitted in commercial zones except as authorized pursuant to Section 9138.71"

PASSED, APPROVED AND ADOPTED this \_ day of \_\_\_\_\_, 2002.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**Exhibit 11**

**NTC EIR Mitigation Monitoring Plan**

## MITIGATION MONITORING AND REPORTING PROGRAM MATRIX

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
<b>TRAFFIC, PARKING, AND CIRCULATION</b>			
<p>Mitigation measures in this category are categorized as follows:</p> <p><b>Permanent Measures:</b> Measures that will be implemented on a permanent basis to address day-to-day regular activities (training, camps, clinics) at the Proposed Project in the p.m. peak hour. These measures may also mitigate impacts during other time/event scenarios.</p> <p><b>Level 1 Event Measures:</b> Measures implemented for events of approximately 12,500 in attendance.</p> <p><b>Level 2 Event Measures:</b> Measures implemented for events in the 12,501 to 20,000 attendance range.</p> <p><b>Level 3 Event Measures:</b> Measures implemented for events in the 20,001 to 27,000 attendance range.</p>			
<p><b>TPC1.*</b> Avalon Boulevard and Albertoni Street. Re-stripe the eastbound approach on Albertoni Street from the existing configuration of one exclusive left turn lane, two through lanes and a shared through/right turn lane, to provide one exclusive left turn lane, one through lane, one shared through/right turn lane and one exclusive right turn lane. Modify traffic signal equipment accordingly and provide appropriate signage for the eastbound approach to the intersection. Add protected left turn phasing to the eastbound and westbound approaches on Albertoni Street. This improvement can be accomplished within the existing curb-to-curb roadway section.</p>	<p>Prior to opening of tennis or soccer stadium whichever occurs first</p>	<p>Anschutz Southern California Sports Complex, LLC (ASC)</p>	<p>California State University, Dominguez Hills Office of Facilities Planning &amp; Construction Management (CSUDH Project Monitor)</p>
<p><b>TPC2.*</b> Avalon Boulevard and Victoria Street. Re-stripe the eastbound and westbound approaches on Victoria Street to add an exclusive right turn lane on each approach. This can be accomplished within the existing roadway curb-to-curb section, and would modify the future configuration (after implementation of mitigation measures by the Dominguez Hills Village project) of two exclusive left turn lanes, one through lane, and a shared through/right lane each to provide two exclusive left turn lanes, two through lanes, and an exclusive right turn lane on each approach. Modify traffic signal equipment accordingly and provide appropriate signage for each approach.</p>	<p>Prior to opening of tennis or soccer stadium whichever occurs first</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<p><b>TPC3.*</b> Avalon Boulevard and University Drive. Re-stripe the northbound approach to provide an exclusive right turn lane. The northbound approach would be modified from the current configuration of three through lanes, to provide three through lanes and one exclusive right turn lane. The right turn lane will be shared with the bike lane on the approach to the intersection. This improvement can be implemented within the existing roadway curb-to-curb sections.</p>	<p>Prior to opening of tennis or soccer stadium whichever occurs first</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<p><b>TPC4.</b> Avalon Boulevard and 184th Street/Drive A. Install a new traffic signal at the intersection. Provide a new southbound left turn lane in the existing median. Re-stripe the northbound approach to add an exclusive right turn lane, and remove on-street parking for this distance. This will reconfigure the northbound approach from one exclusive left turn lane and three through lanes, to one left turn lane, three through lanes, and one exclusive right turn lane. Stripe the westbound project driveway and eastbound 184th Street to both provide one left turn lane and one right turn lane, in order to prevent east-west through traffic. No secondary parking impacts are expected from removal of on-street parking spaces because these spaces are rarely utilized.</p>	<p>Prior to opening of tennis or soccer stadium whichever occurs first</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
TPC5. Avalon Boulevard and 182nd Street/Drive B. Provide two new southbound left turn lanes in the existing median. Both lanes would be open only during major events at the Project Site. Otherwise, one turn lane would be closed by traffic posts/bollards, such that typically only one southbound left turn lane would be functional. Re-stripe the northbound approach to add an exclusive right turn, and remove on-street parking for this distance. This will reconfigure the northbound approach from one exclusive left turn lane and three through lanes, to one left turn lane, three through lanes, and one exclusive right turn lane. Stripe the westbound project driveway and eastbound 182nd Street to provide one left turn lane and one right turn lane, in order to prevent east-west through traffic. No secondary parking impacts are expected from removal of on-street parking spaces because these spaces are rarely utilized.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
TPC6. Victoria Street and Drive C. Stripe a westbound left turn lane in the existing painted median on Victoria Street. Re-stripe the eastbound approach to add an exclusive right turn lane, and remove on-street parking for this distance. This will reconfigure the eastbound approach from the existing configuration of two through lanes, to two through lanes and one right turn lane.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
TPC7. Victoria Street and Drive D. Stripe a westbound left turn lane in the existing painted median on the Victoria Street. Re-stripe the eastbound approach to add an exclusive right turn lane, and remove on-street parking for this distance. This will reconfigure the eastbound approach from the existing configuration of two through lanes, to two through lanes and one right turn lane.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
TPC8. Victoria Street and Birchknoll Drive. Lengthen the westbound left turn lane.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
TPC9. Victoria Street, Avalon Boulevard to Drive D. Remove on-street parking to provide eastbound right turn lanes on project driveways, to provide additional roadway space to emergency vehicle access/egress to Fire Station #116, and to improve overall safety by preventing event attendees parking on-street and crossing Victoria Street at uncontrolled mid-block locations. Most of this on-street parking is currently unutilized, so no secondary impacts are expected from its removal.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
TPC10. Carson Harbor Village Albertoni Street Access. Provide a new driveway access to Albertoni Street from Carson Harbor Village. This will utilize the existing emergency access location, which will be upgraded for vehicular access, with key card control equipment. It is not anticipated that this driveway will need to be signalized. While not needed as mitigation for traffic impacts, this new driveway will provide an alternate access to the current single access point at Avalon Boulevard/Carson Harbor Village. The implementation of this measure will be subject to approval by the ownership and the majority of residents of the Carson Harbor Village Mobile Home Park, and the City of Carson. It is proposed that this new access driveway be open only during Project events, although it could be open at other times if such an arrangement is satisfactory with the mobile home park ownership and residents, and the City of Carson.	After receiving required approvals from ownership, residents and City of Carson	ASC	CSUDH Project Monitor

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
<p>TPC11. Carson Harbor Village Victoria Street Access. Provide a new driveway exit to Victoria Street from Carson Harbor Village. This will utilize the existing emergency access location, which will be upgraded for vehicular egress. It is not anticipated that this driveway will need to be signalized. While not needed as mitigation for traffic impacts, this new driveway will provide an alternate egress to the current single access point at Avalon Boulevard/Carson Harbor Village. The implementation of this measure will be subject to approval by the ownership and the majority of residents of the Carson Harbor Village Mobile Home Park, and the City of Carson. It is proposed that this new exit driveway be open only during Project events, although it could be open at other times if such an arrangement is satisfactory with the mobile home park ownership and residents, and the City of Carson.</p>	<p>After receiving required approvals from ownership, residents and City of Carson</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<p>TPC12(a). Colony Cove Estates Albertoni Street Access. Provide a new driveway access to Albertoni Street from Colony Cove Estates, if feasible. It is anticipated that this driveway will be located at the northeast corner of the Colony Cove Estates, will access Albertoni Street via an existing storage area, and will be a right turn in/right turn out only driveway. It is not anticipated that this driveway will need to be signalized. While not needed as mitigation for traffic impacts, this new driveway will provide an alternate access to the current single access point at Avalon Boulevard/Colony Cove Estates. The implementation of this measure will be subject to approval by the ownership and the majority of residents of the Colony Cove Estates, and the City of Carson. It is proposed that this new access driveway be open only during Project events.</p>	<p>After receiving required approvals from ownership, residents and City of Carson</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<p>TPC12(b). Fund the cost of a guard at this gate for the pre-event hour for all Level 2 and Level 3 events. As this is not a required mitigation measure, the driveway could also be open at other times if such an arrangement is satisfactory with the Colony Cove Estates ownership and residents, and the City of Carson, and if the cost of operation is borne by the Colony Cove Estates.</p>	<p>During Level 2 and Level 3 events</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<p>TPC13. Avalon Boulevard and Carson Harbor Village/Colony Cove Estates. Add "Do Not Block Intersection" signage and roadway markings at this intersection. This measure will help prevent queuing of traffic across the intersection.</p>	<p>Prior to opening of tennis or soccer stadium whichever occurs first</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<p>TPC14.* Fixed Signage Program. Provide directional signage to parking areas by specific lot designation on approach corridors to the Proposed Project, subject to City of Carson Design Review. The signage program will help motorists find designated and available parking areas and will serve to disperse arriving vehicles to all available parking locations and will avoid focusing vehicles on a single parking location. These directional signs (which will serve the CSUDH campus as well as the Proposed Project) should be posted at the following general locations: Avalon Boulevard, north of Victoria Street; Victoria Street, west of Wall and west of Avalon Boulevard; Avalon Boulevard, south of 184th Street and south of University Drive; Victoria Street, east of Tarncliff Avenue and west of Central Avenue.</p> <p>In addition, "No Event Parking" and "No Event Traffic" signs will be posted in the following locations, to indicate to event attendees that parking in and traveling through the adjacent neighborhoods is prohibited: West side of Avalon Boulevard, between Victoria Street and 192nd Street; on entry streets to Victoria Park neighborhood, Stevenson Park neighborhood, University Heights neighborhood, and Dominguez Hills neighborhood (see also subsequent discussion of neighborhood traffic/parking control programs).</p>	<p>Prior to opening of tennis or soccer stadium whichever occurs first</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
TPC15. Parking Direction Information. Provide information on locations of and directions to on-site parking lots with all pre-paid ticket mailings.	Ongoing during operation of facilities	ASC	CSUDH Project Monitor
TPC16. Implement, subject to conformance with appropriate City of Carson procedures and approval by the City of Carson, an on-street permit parking program, on the west side of Avalon Boulevard between Albertoni Street and Victoria Street and the north side of Victoria Street between Avalon Boulevard and the west limit of the Carson Harbor Village Mobile Home Park. Although no parking impacts have been identified for this area in the EIR, this measure will facilitate the use of on-street parking for residents/visitors of the Carson Harbor Village Mobile Home Park by prohibiting on-street parking by project event attendees at these locations.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
TPC17. Design project entry points/driveways to place parking control points well inside the project site, to allow for on-site queuing of vehicles and avoid backups onto City streets.	During construction	ASC	CSUDH Project Monitor
TPC18.* Finalize & Implement an Off-Site Traffic Management Plan. An Off-Site Traffic Management Plan will be finalized prior to opening of the tennis stadium or soccer stadium, whichever occurs first. The lead agency responsible for the development and implementation of this plan will be CSUDH Police Department, in conjunction with ASC, the Los Angeles County Sheriff's Department, and the City of Carson. The plan shall include, at a minimum, the items specified in the draft outline plan contained in Appendix K of the Final EIR.	Prior to opening of tennis or soccer stadium whichever occurs first	CSUDH Police Department in collaboration with ASC, the LA County Sheriff's Dept and the City of Carson	CSUDH Project Monitor
TPC19.* Finalize & Implement a Neighborhood Traffic & Parking Management Plan. A Neighborhood Traffic & Parking Management Plan will be finalized prior to opening of the tennis stadium or soccer stadium, whichever occurs first. The lead agency responsible for the development and implementation of this Plan will be the CSUDH Police Department, in conjunction with ASC, the City of Carson, and the neighborhoods. The plan shall include, at a minimum, the items specified in the draft outline plan contained in Appendix L of the Final EIR.	Prior to opening of tennis or soccer stadium whichever occurs first	CSUDH Police Department in collaboration with ASC, the City of Carson and neighborhoods	CSUDH Project Monitor
TPC20. Level 1 Event Intersection Traffic Control. Provide a Traffic Control Officer as defined in the Off-Site Traffic Management Plan (see Appendix K of the Final EIR), at the intersection of Avalon Boulevard and 182nd Street/Drive B. This will facilitate the southbound left turns from Avalon Boulevard to Drive B.	During Level 1 events	CSUDH Police Department in accord with the Off-Site Traffic Management Plan	CSUDH Project Monitor
TPC21.* Level 1 Event Neighborhood Traffic Control. Traffic and parking controls will be implemented for the Victoria Park, Stevenson Park and University Heights neighborhoods for this event level, as described in the Neighborhood Traffic & Parking Management Plan (see Appendix L of the Final EIR).	During Level 1 events	CSUDH Police Department in accord with the Neighborhood Traffic & Parking Management Plan	CSUDH Project Monitor
TPC22. Level 2 Event Intersection Traffic Control. Provide a Traffic Control Officer as defined in the Off-Site Traffic Management Plan (see Appendix K of the Final EIR), at the intersection of Avalon Boulevard and 182nd Street/Drive B.	During Level 2 events	CSUDH Police Department in accord with the Off-Site Traffic Management Plan	CSUDH Project Monitor
TPC23.* Level 2 Event Neighborhood Traffic Control. Traffic and parking controls will be implemented for the Victoria Park, Stevenson Park and University Heights neighborhoods for this event level, as described in the Neighborhood Traffic & Parking Management Plan (see Appendix L of the Final EIR).	During Level 2 events	CSUDH Police Department in accord with the Neighborhood Traffic & Parking Management Plan	CSUDH Project Monitor

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
TPC24. Provide an On-Call Tow Truck. Provide a tow truck at/or near the Project site, to be used exclusively for "on-call" service if needed, prior to and after a Level 2 event. This tow truck will be able to rapidly remove any vehicle breakdown(s) that could otherwise cause traffic delays.	During Level 2 events	ASC	CSUDH Project Monitor
TPC25.* Level 3 Event Intersection Traffic Control. Provide Traffic Control Officers as defined in the Off-Site Traffic Management Plan (see Appendix K of the Final EIR), at the following intersections: Avalon Boulevard and Victoria Street; Central Avenue and Victoria Street; Avalon Boulevard and Del Amo Boulevard; Avalon Boulevard and 182nd Street/Drive B; and Victoria Street and Drive D. Although not required to mitigate a significant impact identified in the EIR, the Traffic Control Officers at the Drive B Project driveway and the Drive D project driveway would enhance the efficient flow of traffic and the entry of traffic turning into these Project driveways. Traffic Control Officers are proposed as mitigation measures at the intersections of Avalon Boulevard and Victoria Street, Avalon Boulevard and Del Amo Boulevard, and at Central Avenue and Victoria Street. They would direct traffic more efficiently than the traffic signals at peak event times by responding to peak traffic movements and by allowing temporary re-allocation of traffic lanes to the heaviest turning movements.	During Level 3 events	CSUDH Police Department in accord with the Off-Site Traffic Management Plan	CSUDH Project Monitor
TPC25.* cont'd. Avalon Boulevard and Victoria Street. A Traffic Control Officer would be located at the intersection of Avalon Boulevard and Victoria Street. The Officer could respond more effectively to peak traffic movements in order to better balance traffic flows and increase the operations effectiveness of the intersection.  Avalon Boulevard and Del Amo Boulevard. A Traffic Control Officer would be stationed at the intersection of Avalon Boulevard and Del Amo Boulevard. The use of a Traffic Control Officer, along with temporary adjacent roadway signage, would temporarily enhance the capacity for westbound right turn movements, by allowing right turns from two lanes rather than one lane.  Central Avenue and Victoria Street. A Traffic Control Officer would be stationed at the intersection of Central Avenue and Victoria Street. The use of a Traffic Control Officer, along with temporary adjacent roadway signage, would temporarily enhance the capacity for the southbound approach on Central Avenue for right turns by allowing right turns from two lanes rather than from one lane.			
TPC26.* Level 3 Event Neighborhood Traffic Control. Traffic and parking controls will be implemented for the Victoria Park, Stevenson Park, University Heights, and Dominguez Hills neighborhoods for this event level, as described in the Neighborhood Traffic & Parking Management Plan (see Appendix L of the Final EIR).	During Level 3 events	CSUDH Police Department in accord with the Neighborhood Traffic & Parking Management Plan	CSUDH Project Monitor
TPC27.* New CSUDH "Event" Driveway to Central Avenue. The significant impact at the intersection of Central Avenue and Victoria Street would be caused primarily by a heavy southbound right turn movement from Central Avenue to Victoria Street. The provision of a new "event only" driveway to the CSUDH campus from Central Avenue (Drive G) would fully mitigate this impact. This two lane driveway would access Central Avenue opposite Charles Willard Street (currently being constructed by the Dominguez Tech Center), and would run westerly onto the campus to connect with the existing campus circulation road that runs south of Lots 1 and 2. This new driveway would provide an alternate access to parking in the north-east corner of the campus (Lots 1 and 2, and the overflow parking area to the south). It would reduce the volume of traffic accessing this parking via Birchknoll Drive, and provide for a better, more balanced, distribution of traffic through the intersection of Central Avenue and Victoria Street. This driveway is required mitigation for Level 3 events, but not for Level 1 or Level 2 events.	Construction of driveway: prior to opening of soccer or tennis stadium whichever occurs first. Opening of driveway: mandatory during Level 3 events	ASC	CSUDH Project Monitor

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
<p>TPC28. Provide an On-Call Tow Truck. Provide a tow truck at/or near the Project site, to be used exclusively for "on-call" service if needed, prior to and after a Level 3 event. This tow truck will be able to rapidly remove any vehicle breakdowns that could otherwise cause traffic delays.</p>	<p>During Level 3 events</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>



Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
<p>TPC29.* On-Site Stacked Parking or Off-Site Parking. Two options are available to mitigate the significant impact of a shortfall of 867 on-site parking spaces for a Saturday evening event of 27,000 attendance. The first option is to provide stacked parking in some of the on-site parking lots. This would provide an additional 1,045 to 1,555 on-site spaces depending on the type of stacking used. The second option is to provide approximately 870 off-site parking spaces for use for 27,000 attendance events.</p> <p>While off-site parking locations cannot be specifically determined at this time, potential off-site parking locations include use of Dominguez Technology Center parking during the evening, although other locations could include the park-and-ride lot at the Artesia Transit Center, as well as possible use of parking at the existing Carson Mall. Use of any of these locations would need to be agreed upon by the owners of those properties. These will be very largely used for event employee parking (approximately 675 spaces). Off-site shuttle bus service to off-site parking sites, as well as to the Artesia Transit Center and the Artesia Blue Line Station will be provided. One or the other, or a combination of these measures will be implemented.</p>	During Level 3 events	ASC	CSUDH Project Monitor
<p>TPC30.* Occasional Weeknight 20,000 Attendance Event. Analysis identified that for the very few occurrences of a weeknight Galaxy game with 20,000 attendance when school is operating at much reduced levels in the summer, it is anticipated that there would be no significant traffic impacts beyond those already identified for other scenarios, and no significant parking impacts. However, the Level 3 mitigation program shall be implemented.</p> <p>For the potential Galaxy playoff games that might occur in the fall when school is in session, it is likely that there would be significant traffic impacts and significant parking impacts. In these instances, the above-described Level 3 mitigation program would be implemented, including provisions for Traffic Control Officers (including additional locations as necessary), and off-site parking, as described above. This would mitigate the significant parking impacts, but may not fully mitigate traffic impacts, which would remain at a significant level for these rare occurrences.</p>	During Level 3 events	CSUDH Police Department in accordance with Level 3 mitigation measures	CSUDH Project Monitor
<b>AESTHETICS, LIGHT, AND GLARE</b>			
<p>ALG1. The perimeter of the Project Site shall be landscaped, such that once trees and shrubs mature, views of the interior of the Project Site from sensitive areas will be predominantly screened by trees and shrubs. The locations and dimensions of the perimeter to be landscaped, as well as the types of trees and shrubs that will be planted shall conform to the Project Landscaping Plan as detailed in Figure 4.4-4 of the Final EIR.</p>	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
ALG2. Certain perimeter areas of the stadium shall be landscaped with trees and shrubs – particularly areas along the east side facing major structures of the campus – to screen the stadium structures from the view of nearby campus structures. The locations and dimensions of the stadium perimeter to be landscaped, as well as the types of trees and shrubs that will be planted shall conform to the Project Landscaping Plan as detailed in Figure 4.4-4 of the Final EIR.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
ALG3. To act as a screen to diffuse glare and spillover light, trees and shrubs shall be planted along the landscape buffer on the southern perimeter of the Project Site. Trees planted shall be evergreen, and shall be selected to reach a minimum height of 20 feet at maturity, and to have sufficient height and density to intercept the line of sight between the light fixtures and adjacent residences. The locations and dimensions of the perimeter to be landscaped shall conform to the Project Landscaping Plan as detailed in Figure 4.4-4 of the Final EIR.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
ALG4.* All National Training Center marquee signs shall be oriented perpendicular to the freeway. These signs shall be equipped with directional louvers to direct light parallel to the freeway, and reduce spillover onto adjacent areas. Marquee signs announcing the National Training Center shall be located on a site designated for commercial or industrial use. A conditional use permit will be required by the City of Carson for the proposed marquee signs. The City may, at its discretion, require site-specific mitigation measures to ensure orientation, sizing, and screening of the marquee signs.	During design phase of marquees	ASC	City of Carson
<b>AIR QUALITY</b>			
AQ1.* Fugitive Dust Abatement. The Proposed Project is subject to the provisions of SCAQMD Rule 403 - Fugitive Dust. The requirements of Rule 403, which are applicable to the Proposed Project and shall be mandated in construction contracts, are as follows: (1) A person shall not cause or allow the emissions of fugitive dust from any active operation, open storage pile, or disturbed surface area such that the presence of such dust remains visible in the atmosphere beyond the property line of the emission source; (2) A person conducting active operations within the boundaries of the South Coast Air Basin shall utilize one or more of the applicable best available control measures to minimize fugitive dust emissions from each fugitive dust source type which is part of the active operation; and	When drafting and executing construction contracts	ASC	ASC

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
AQ1.* cont'd. (3) Any person in the South Coast Air Basin shall: (A) prevent or remove within one hour the track-out of bulk material onto public paved roadways as a result of their operations; or B) take at least one of the actions listed in Table 3 (see Appendix E of the Final EIR for the complete text of Rule 403, including the above referenced Table 3) and: (i) prevent the track-out of bulk material onto public paved roadways as a result of their operations and remove such material at anytime track-out extends for a cumulative distance of greater than 50 feet on to any paved public road during active operations; and (ii) remove all visible roadway dust tracked-out upon public paved roadways as a result of active operations at the conclusion of each work day when active operations cease.			
AQ2.* The Child Development Center (CDC) shall be temporarily relocated to another part of the CSUDH campus prior to the commencement of grading activities within 1,000 feet of the existing CDC location. The new location shall be no closer than 1,000 feet from any location where grading or excavation activities are scheduled to occur.	Prior to grading activities within 1,000 feet of existing CDC	ASC	CSUDH Project Monitor
AQ3.* Construction contracts shall require that grading operations shall be suspended during first and second stage smog alerts, and during periods of sustained winds in excess of 25 miles per hour.	When drafting and executing construction contracts	ASC	ASC
AQ4.* Construction contracts shall require that periodic wetting of exposed earth areas shall occur at least twice daily and often enough to maintain a ten percent surface soil moisture content throughout any site grading or excavation activity. All unpaved parking or staging areas shall likewise be wetted at least twice daily, and all on-site stockpiles of debris, dirt, or dusty material shall be covered or wetted at least twice daily.	When drafting and executing construction contracts	ASC	ASC
AQ5.* Construction contracts shall require that all trucks hauling dirt, sand, soil, or other loose substances shall be covered with a tarp.	When drafting and executing construction contracts	ASC	ASC
AQ6.* Construction contracts shall require that all diesel powered equipment be properly tuned and maintained.	When drafting and executing construction contracts	ASC	ASC

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
AQ7.* Construction contracts shall require that construction equipment shall be shut off when not in use to reduce idling emissions.	When drafting and executing construction contracts	ASC	ASC
AQ8.* Construction contracts shall require that haul truck staging areas shall be located as far away from residential areas, and CSUDH campus buildings, as possible.	When drafting and executing construction contracts	ASC	ASC
AQ9.* Construction contracts shall require that in wet weather, wheel washers or other systems shall be provided where vehicles exit the project site during grading and construction phases. The wheel washers shall be identified so as to be easily recognized by trucks exiting the project site. All truck wheels or other systems shall be washed before they exit the site. Truck drivers who do not comply with the wheel washing requirement, tarp requirements and related regulations shall be given one formal, written warning by the CSUDH Project Monitor indicating that a second failure to comply will cause that driver to be ineligible for continued access to the project site. In dry weather, a dry method of removing soil from trucks will be employed, consistent with mitigation measure AQ1.	When drafting and executing construction contracts	ASC	ASC
AQ10.* All haul trucks exiting the project site shall be visually inspected by a trained dust control monitor stationed at the site's entrance(s), to check for residual dirt in order to ensure compliance with AQ1 or AQ9, depending on weather conditions. The monitor shall also ensure that tarps are adequately fastened to trucks hauling dirt, sand, soil, or other loose substances and building materials, as required by AQ5.	During construction	ASC	CSUDH Project Monitor
AQ11.* Work with the original Extended Education facility architect to provide more frequent maintenance and replacement of existing HVAC air filters and consider additional filter installation where feasible.	During construction	ASC	CSUDH Project Monitor
<b>NOISE</b>			
N1.* Construction contracts shall specify that the allowable time period for exterior construction be from 7:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 5:00 p.m. on Saturdays. No exterior construction shall be allowed on Sundays and City of Carson recognized holidays.	When drafting and executing construction contracts	ASC	ASC for inclusion of provision in contract; CSUDH Project Monitor for compliance with provision

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
N2.* Construction contracts shall specify that all internal combustion engine equipment shall be equipped with mufflers and other noise attenuation devices.	When drafting and executing construction contracts	ASC	ASC for inclusion of provision in contract; CSUDH Project Monitor for compliance with provision
N3.* Construction contracts shall specify that any construction activity using pneumatic or heavy impact equipment within 200 feet of a residence or noise sensitive campus use shall use a temporary noise barrier or enclosure composed of wood or other materials with a similar Sound Transmission Class (STC) rating. If a barrier is used, it shall be a minimum height of eight feet.	When drafting and executing construction contracts	ASC	ASC for inclusion of provision in contract; CSUDH Project Monitor for compliance with provision
N4.* Construction contracts shall specify that spoil and staging areas shall be located no closer than 500 feet from adjacent residential or noise sensitive campus uses.	When drafting and executing construction contracts	ASC	ASC for inclusion of provision in contract; CSUDH Project Monitor for compliance with provision
N5.* Identify the haul routes and delivery routes, consistent with the City of Carson's policies and designated routes, that will be used to avoid noise-sensitive residential streets and residential areas. This plan will require approval by the City of Carson.	Prior to construction	ASC	ASC
N6.* Construction contracts shall specify that rubber tire rather than metal track vehicles be used during earthmoving phases of the Proposed Project. Exceptions shall only be made when site conditions will only allow metal track vehicles. In such instances, a minimum of two days notice shall be given to the City of Carson's Planning Division and to local homeowners associations' officers as directed by the City. In no event will metal track vehicles be permitted to operate for more than five consecutive workdays on the project site.	When drafting and executing construction contracts	ASC	ASC for inclusion of provision in contract; CSUDH Project Monitor for compliance with provision
N7.* Signs shall be posted in visible locations along the Project Site perimeter and along local roadways (including, but not limited to, Victoria Street, Carson Street, University Drive, and Central Avenue). Signs shall indicate the approximate beginning and ending dates of the general construction phases of the Proposed Project and include a name and phone number that can be called for residents, students or faculty to direct and resolve complaints or concerns regarding the construction practices taking place. In addition, CSUDH shall provide notification of general construction phases through publication in a newspaper of general circulation in the area and direct mailing to the local homeowners associations' officers at the direction of the City of Carson.	Prior to start of grading	ASC	CSUDH Project Monitor
N8.* The public address system shall be designed and operated to minimize sound being directed to areas outside of the stadium perimeter. Specifically the public address system shall be limited to a performance level of 130 decibels at a distance of 3 feet. Automatic limiters shall be included in the system to achieve this purpose.	During design phase of public address system and prior to opening of soccer or tennis stadium whichever occurs first	ASC	CSUDH Project Monitor

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
<p><b>N9.*</b> Noise levels from soccer stadium events at adjacent sensitive residential or campus receptors shall be limited to a 5 dBA increase over the ambient noise equivalent levels (Leq) for either day or evening periods. This level of noise abatement shall be achieved by developing a berm on the north side of the stadium and/or by installing acoustical panels to the proposed media wall surrounding portions of the stadium. The extent to which the north side berm is built, as well as, the number, location, design, dimensions, sound transmission class rating of the media wall panels or other barrier type structures shall be based on limiting Leq increases to 5 dBA at the sensitive receptors adjacent to the Project Site.</p>	<p>Development of berm: prior to opening of tennis or soccer stadium whichever occurs first. Noise level compliance: periodically during operation of tennis and soccer stadium</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<p><b>N10.*</b> The public address system speaker cluster structure shall include a sound attenuation panel on the rear side of the speaker cluster to eliminate sound propagation in an eastward direction. The included rear panel enclosure shall at a minimum have a sound transmission class (STC) rating of 30.</p>	<p>During design phase of public address system and prior to opening of soccer or tennis stadium whichever occurs first</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
N11.* An interior sound level evaluation shall be conducted within CSUDH buildings that are adjacent to the proposed stadium, including the Extended Education Center and the University Theater. This evaluation shall determine the extent of additional sound walls, insulation, or glazing necessary to reduce public address and crowd noise to an acceptable interior level consistent with State guidelines. Recommendations of the evaluation shall be implemented in coordination with the CSUDH Administration.	During operation of the soccer stadium	ASC	CSUDH Project Monitor
N12.* Event contracts shall require that the speaker system used during a concert cannot exceed 130 decibels at 3 feet (equivalent to 100 decibels at 100 feet from the stage speaker cluster). The musical performance contracts shall also specify that speakers cannot exceed 20 feet in height when measured from the stadium playing field level.	When drafting and executing event contracts	ASC or CSUDH	CSUDH Project Monitor for CSUDH sponsored events. ASC for ASC sponsored events.
N13.* Event contracts shall specify that concerts and sporting events must be terminated by 10:00 p.m. Sunday through Thursday and by 11:00 p.m. on Friday, Saturday, and on the night before a City of Carson recognized holiday.	When drafting and executing event contracts	ASC or CSUDH	CSUDH Project Monitor for CSUDH sponsored events. ASC for ASC sponsored events.
N14.* Event contracts shall specify that system testing and scaffolding assembly activities must be conducted between the hours of 9:00 a.m. and 8:00 p.m. Monday through Thursday; 9:00 a.m. and 10:00 p.m. on Fridays and Saturdays; and 12:00 Noon and 6:00 p.m. on Sundays. Sunday hours may be extended between 9:00 a.m. and 8:00 p.m. when a City of Carson recognized holiday occurs the following day (Monday).	When drafting and executing event contracts	ASC or CSUDH	CSUDH Project Monitor for CSUDH sponsored events. ASC for ASC sponsored events.
N15.* Contracts for events at the velodrome or in the track and field area shall require that speakers be oriented in a north and/or east direction away from residences in University Heights and in Del Amo/Dominguez.	When drafting and executing event contracts	ASC or CSUDH	CSUDH Project Monitor for CSUDH sponsored events. ASC for ASC sponsored events.
N16.* Contracts for events at the velodrome or in the track and field area shall require that these events terminate no later than 10:00 p.m. Sunday through Thursday and by 11:00 p.m. on Friday, Saturday, and on the night before a City of Carson recognized holiday.	When drafting and executing event contracts	ASC & CSUDH	CSUDH Project Monitor for CSUDH sponsored events. ASC for ASC sponsored events.
N17.* Event management shall prohibit the use of compressed air horns and signs shall be posted within and outside of the stadium indicating this restriction.	During events in soccer stadium	ASC or CSUDH	CSUDH Project Monitor for CSUDH sponsored events. ASC for ASC sponsored events.

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
N18.* Signs shall be posted in all parking areas indicating that there are nearby residences or school activities and that lot users are expected to refrain from making intrusive loud noise.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
N19.* A noise complaint tracking and response procedure shall be established. A toll-free telephone hotline shall be established and manned by an on-site operations monitor, who has authority to respond immediately to noise complaints received during an event to ensure compliance.	Prior to opening of tennis or soccer stadium whichever occurs first	CSUDH	CSUDH Project Monitor
N20.* The developer shall construct an eight foot masonry wall along the westerly border of the Extended Education facility area and shall incorporate soundproofing elements to the roof and window areas of the Extended Education administration building as deemed appropriate consistent with mitigation measure N11.	During construction	ASC	CSUDH Project Monitor
<b>EARTH, WATER, AND GEOLOGICAL RESOURCES</b>			
EWGR1.* A peak flow detention basin shall be required for the Proposed Project in order to avoid overburdening the County Storm Drain System. The exact location, configuration, and capacity for the detention basin shall be engineered during the design phase of the Project.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
EWGR2.* In the event that significant paleontological resources are exposed, all activities in the vicinity of the find shall be halted in that area and a qualified paleontologist shall be retained and given ample time to remove the resources in a professional, but timely, manner or otherwise develop appropriate follow-up measures.	During construction	ASC	CSUDH Project Monitor



Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
EWGR3. CSUDH shall designate a Project Monitor who will be responsible for assuring and documenting compliance with all mitigation measures and coordinating with permit-granting authorities. The Project Monitor will be required to: (a) monitor all construction and construction-related activities on the project site on a periodic basis, but not less than once every week; (b) maintain written records which shall be open for public inspection; and (c) file monthly reports with the City of Carson Development Services Department and with appropriate permit granting authorities. CSUDH shall require the developer to comply with the Mitigation Monitoring and Reporting Program and to include language requiring compliance in all contracts related to construction and operation of the project.	Prior to start of construction	CSUDH Administration	CSUDH Project Monitor
EWGR4. File a Notice of Intent, obtain a permit from the State Regional Water Quality Control Board, and develop a Storm Water Pollution Prevention Program and Monitoring Program consistent with the State General Stormwater Permit.	Prior to opening of tennis or soccer stadium whichever occurs first	CSUDH	CSUDH Project Monitor
EWGR5. Conform with National Pollutant Discharge Elimination System (NPDES) requirements issued by the Regional Water Quality Control Board to the County of Los Angeles and all cities within the County.	Prior to opening of tennis or soccer stadium whichever occurs first	CSUDH	CSUDH Project Monitor
<b>FIRE, POLICE, AND SECURITY</b>			
FPS1.* Prepare emergency access routes and fire lane plans subject to the approval of the Los Angeles County Fire Department. Such plans shall include methods to ensure that the ingress/egress of Fire Station #116 is kept clear at all times and that fire lanes and emergency routes are likewise kept clear. This plan will help to ensure that response times to both the CSUDH campus and the surrounding community are not significantly increased.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
FPS2.* Develop a comprehensive public security plan prior to project opening. This plan shall be a collaborative effort among the developer, CSUDH Campus Police, Carson Sheriff's Station, and the City of Carson, and shall detail the required number of personnel to be off-site and on-site for concert and sporting events and shall address items such as emergency response procedures, remote traffic signal controllers, the command and control center, communications, and responsibility and coordination between agencies and parties.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC in collaboration with CSUDH Police Dept, Carson Sheriff's Station and City of Carson	CSUDH Project Monitor
FPS3.* An ambulance, fully staffed and equipped to County of Los Angeles Fire Department requirements, shall be on-site for all major sporting and concert events.	During events specified in mitigation measure	ASC or CSUDH	CSUDH Project Monitor for CSUDH sponsored events. ASC for ASC sponsored events.
FPS4.* Prohibit any tailgating parties in the campus parking lots for all concert and sporting events.	During all concerts and sporting events	ASC or CSUDH	CSUDH Project Monitor for CSUDH sponsored events. ASC for ASC sponsored events.
FPS5.* Provide an approximately 400 square-foot security command post on-site. The on-site command post shall be equipped with video-monitors to permit security personnel to monitor the stadium entry areas and seating areas to ensure public safety and security.	Prior to opening of tennis or soccer stadium whichever occurs first	ASC	CSUDH Project Monitor
FPS6.* CSUDH campus police shall be required to participate in security services at concerts and sporting events in addition to event security staff.	During events	CSUDH in accord with Security Plan developed under FPS2	CSUDH Project Monitor
<b>HAZARDS</b>			
H1.* During the earthwork phase of construction, the five known abandoned oil wells located beneath the Project Site shall be exposed to allow the Division of Oil, Gas, and Geothermal Resources (DOG) to examine the well heads, assess any potential for methane, and determine if reabandonment of any wells will be required. Additionally, any "wildcat" wells encountered during earthwork shall also be subject to investigation and potential reabandonment requirements of DOG.	During earthwork phase of construction	ASC	CSUDH Project Monitor

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
<p>H2.* The development of any enclosed structures over an abandoned oil well may require any or all of the following measures, as determined by the Division of Oil, Gas, and Geothermal Resources (DOG): passive venting systems (horizontal piping designed to collect vapors and vent them to the surface or above the structure) installed under new enclosed structures; vapor barriers installed under new enclosed structures; and active venting systems (horizontal piping or vertical wells attached to a blower, designed to capture vapors within a specified radius of soil and vent them to the surface or above the structure) installed under new enclosed structures.</p>	<p>During earthwork phase of construction</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<b>CULTURAL AND HISTORIC RESOURCES</b>			
<p>CR1.* A Register of Professional Archaeologist (RPA) certified archaeologist and a Native American Heritage Commission (NAHC) recognized representative of the Gabrielino Native American group shall be retained to monitor ground disturbing activities in the northwest quarter of the Project Site. A monitoring schedule (maximum of 10 man-hours per week during earthwork on the northwest corner of the Project Area) and "on-call" program shall be established by the Proposed Project applicant in coordination with the Lead Agency to ensure adequate oversight of earth disturbance.</p> <p>Consistent with the recommendations of the archaeological survey prepared for the Proposed Project, the monitoring schedule shall be subject to revisions in the event that significant new information is brought to light or significant archaeological resources are unearthed on-site. In the event that significant artifacts and/or features are exposed, all activities in the vicinity of the find shall be halted in that area and the monitors given ample time to remove the cultural remains in a professional, but timely, manner or otherwise develop appropriate follow-up measures.</p>	<p>Prior to start of construction</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>
<p>CR2.* Consistent with CEQA Guidelines (Sections 15064.5(d) and (e)): If during construction, the existence of, or the probable likelihood, of Native American human remains are identified within the Project Area, the lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in Public Resources Code SS5097.98.</p> <p>The applicant may develop an agreement for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American burials with the appropriate Native Americans as identified by the Native American Heritage Commission. In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the steps identified in Section 15064.5(e) of the CEQA Guidelines shall be taken.</p>	<p>During construction</p>	<p>ASC</p>	<p>CSUDH Project Monitor</p>

Mitigation Measure	Timing/Phase	Responsible Implementing Party	Responsible Monitoring Party
CR3.* All construction contracts related to the earthwork phases of construction shall indicate the potential for uncovering archaeological resources. Should archaeological resources be discovered, all activities in the vicinity of the find shall be halted and an RPA-certified archaeologist retained to assess the importance of the find and develop appropriate follow-up measures.	When drafting and executing construction contracts	ASC	ASC
<b>AGRICULTURAL AND BIOLOGICAL RESOURCES</b>			
ABR1. Should there be a delay in the Project such that construction is initiated during the period when raptors would be most likely to commence nesting (February through April), a qualified raptor biologist shall be retained to inspect the eucalyptus trees on-site for active raptor nests and develop follow-up measures as appropriate to protect any active nests that are discovered.	Curing construction if necessary	ASC	CSUDH Project Monitor

\* Measure required to mitigate or reduce a significant impact identified in the final EIR. Those measures not marked with an "\*" are not required to mitigate a significant impact in the final EIR, but rather are included voluntarily by the Project Applicant to further reduce impacts identified as less than significant in the final EIR.

**Exhibit 12**

**Litigation Disclosure**

**1.** CONCERNED RESIDENTS OF CARSON COMMITTEE, an unincorporated association, RITA BOGGS, an individual, and ROBERT LESLEY, an individual, Petitioners/Plaintiffs, vs. BOARD OF THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY and DOES 1 through 30, Respondents/Defendants ANSCHUTZ SOUTHERN CALIFORNIA SPORTS COMPLEX, LLC, a Delaware Corporation, and DOES 1 through 50, Real Parties-In-Interest/Respondents/Defendants; Case No. BC 253 610; Superior Court of the State of California County of Los Angeles.

Exhibit 13

**Memorandum of DDA**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

The Carson Redevelopment Agency  
701 East Carson Street  
Carson, CA 90745  
Attn: Executive Director

No fee for recording pursuant  
to Government Code Section 27383

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MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

[SELECT: 91 SITE OR 405 SITE]

THIS MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT (the "**Memorandum of DDA**") is made as of \_\_\_\_\_, 2002, by and among the Carson Redevelopment Agency, a public body, corporate and politic ("**Agency**"), the City of Carson, a municipal corporation ("**City**"), Anschutz Southern California Sports Complex, LLC, a Delaware limited liability company ("**Developer**"), and \_\_\_\_\_ [owner] ("**Property Owner**"), to confirm that Agency, City and Developer have entered into that certain Disposition and Development Agreement dated as of \_\_\_\_\_, 2002 (the "**DDA**") affecting the property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"). Initially capitalized terms used herein and not otherwise defined shall have the meanings set forth therefor in the DDA. The DDA incorporates the following:

1. Developer intends to lease the Property from [**Property Owner/Agency**] pursuant to a ground lease (the "**Lease**") for the purpose of constructing and operating certain Signage Improvements on the Property in connection with Developer's development of the National Training Center on the campus of California State University Dominguez Hills, which is adjacent to Redevelopment Project Area No. 1 (the "**Redevelopment Project Area**") in the City of Carson. [**ADD FURTHER EXPLANATION OF LEASE RELATIONSHIPS**].
2. The Property is located within the Redevelopment Project Area and City and Agency have agreed, for the consideration described in the DDA, to assist Developer in the entitlement, leasing and development of the Signage Improvements on the Property as and to the extent set forth in the DDA.
3. The DDA imposes certain restrictions on the Sites, which includes the Property, permitting use only for purposes of the Signage Improvements set forth in Section 1.3 of the

DDA and restricting other uses unless the consent of the Executive Director of Agency is obtained, as further described in Section 7.1 of the DDA.

(a) Section 1.3 of the DDA provides as follows:

**“1.3 The Signage Improvements.**

The Parties hereby agree that Developer shall have the right to construct, on each of the two Sites, certain signage improvements consisting of a commercial electronic message center marquee sign with an electronic message board and two trivision advertising panels (the “**Signage Improvements**”). The Signage Improvements will provide off-site advertising signage for the NTC (a) to direct patrons to the NTC for events including, without limitation, City-sponsored events at the NTC; (b) to display names of sponsors of the NTC or events, including, without limitation, City-sponsored events at the NTC and (c) to display advertising relating to such sponsors, events, facilities or sports teams. The Signage Improvements may also be used to display information for events, including sponsors of such events, at other facilities and/or with respect to other sports teams owned or managed by Developer or any of its Affiliates. The Signage Improvements will include the name of City and will reach approximately one hundred five feet (105’) in height above freeway grade, as more particularly described in the Conceptual/Schematic Design Drawings attached hereto as Exhibit 9 and incorporated herein by this reference, and more specifically shown in the Final Construction Drawings to be prepared pursuant to Section 6.2.

(b) Section 7.1 of the DDA provides as follows:

**“7.1 Uses.** Developer covenants and agrees for itself, its successors and assigns and every successor in interest to the Sites or any part thereof, that Developer and such successors and such assigns shall use the Sites for the uses described in this DDA, and for no other use or purpose whatsoever without the prior written consent of the Executive Director of Agency. Agency and City covenant and agree that upon approval of the Entitlements for the Signage Improvements, Developer may use the Sites for the purposes described in Section 1.3. The covenants of Developer, Agency and City set forth in this Section 7.1 shall be effective as to each of the 405 Site and the 91 Site from the effective date of the Ground Lease or Primary Ground Lease for such Site, as the case may be, until the termination of the Ground Lease or of the Primary Ground Lease and the Ground Sublease, as applicable, for such Site (“**Lease Termination Date**”). Following the Lease Termination Date, the rights and limitation of uses set forth in Section 1.3 shall terminate with respect to the Site for which the Lease Termination Date has occurred unless the Board of Commissioners of the Agency shall otherwise determine. Upon termination of the use rights and limitations set forth in Section 1.3 with respect to a Site, the Site may be utilized for all uses permitted therefor in the Carson Zoning Code other than those granted by virtue of the Electronic Marquee Signage Overlay District.”

4. The DDA mandates compliance with certain non-discrimination and non-segregation provisions (set forth in Sections 7.2 and 7.3 of the DDA) which shall apply in perpetuity with respect to the Property and which provide as follows:

**“7.2 Obligation to Refrain from Discrimination.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Sites, or any part thereof, nor shall Developer himself or any person claiming under or through him 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, subtenants, sublessees, or vendees of the Sites.”

**“7.3 Form of Nondiscrimination and Nonsegregation Clauses.** Developer shall refrain from restricting the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Sites on the basis of race, color, creed, religion, sex, marital status, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: “The grantee herein covenants by and for himself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry 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 such 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.”

2. 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 race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself, 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.”



3. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall the transferee 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, subtenants, sublessees, or vendees of such premises. The foregoing covenants shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the contract.”

5. The non-discrimination and non-segregation provisions set forth in Paragraph 4 above shall apply to the Property and shall run with the land, and shall be binding upon, and as applicable, inure to the benefit of, successors and assigns of the Property Owner in perpetuity and shall survive the expiration or earlier termination of the DDA.

6. Upon agreement by Agency and Developer that the DDA has expired or been terminated, Agency and Developer shall execute in recordable form and Agency shall record against the Property a Notice of Termination which Notice shall be binding upon the parties to this Memorandum of DDA and shall officially notice the termination of the DDA.

7. The documents constituting the DDA are public documents and may be reviewed at the principal office of Agency.

IN WITNESS WHEREOF, the parties have caused this Memorandum of DDA to be duly executed by their officers duly authorized as of the date first above written.

**AGENCY:** CARSON REDEVELOPMENT AGENCY,  
a public body, corporate and politic

By: \_\_\_\_\_  
Jerome Groomes  
Executive Director

APPROVED AS TO FORM:  
Richards, Watson & Gershon

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Agency General Counsel

**CITY:** THE CITY OF CARSON, CALIFORNIA,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Richards, Watson & Gershon

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

**Developer:** ANSCHUTZ SOUTHERN CALIFORNIA  
SPORTS COMPLEX, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This Memorandum of DDA is executed below by Property Owner to evidence Property Owner's acknowledgement that the DDA is binding upon the Property.

**OWNER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_