

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "**Agreement**") is entered into as of January 29, 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

EXHIBIT NO. 6

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: Paul W. Sweeney
Chairman

ATTEST:

Heidi S. Kuehn
Agency Secretary

APPROVED AS TO FORM:

By: M. J. Johnson
Agency General Counsel

"CITY":

THE CITY OF CARSON, CALIFORNIA

By: Paul W. Sweeney
Mayor

ATTEST:

Heidi S. Kuehn
City Clerk

APPROVED AS TO FORM:

By: M. J. Johnson
City Attorney