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CARMEN A. TRUTANICH
City Attorney

REPORT NO. R 1 2 - 0 2 9 2
SEP 1 4 2012

REPORT RE:

**DRAFT ORDINANCE AUTHORIZING THE ADOPTION OF
AN AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF LOS ANGELES AND L.A. ARENA LAND COMPANY, LLC**

The Honorable City Council
of the City of Los Angeles
Room 395, City Hall
200 North Spring Street
Los Angeles, California 90012

Council File No. 11-0023
CPC-2012-0849-GPA-VZC-SP-SN-DA

Honorable Members:

On September 13, 2012, the City Planning Commission recommended that the City Council adopt an ordinance authorizing the execution of an Amendment No.2 to Development Agreement (the Amendment) by and between L.A. Arena Land Company, LLC (Developer) and the City.

As requested, this Office has prepared and now transmits for your consideration the enclosed draft ordinance, approved as to form and legality, and the Amendment in a form we can also approve.

Background

Previously, as part of the development of the STAPLES Center, the City and Developer's predecessor in interest entered into a Development Agreement on March 26, 1998. The Development Agreement was amended by that certain Amendment No. 1 by and among the City of Los Angeles, L.A. Arena Land Company, Inc., and L.A.

Arena Funding, LLC (as partial successor in interest to L.A. Arena Land Company, Inc.), dated June 7, 2003 (as so amended, the Arena Development Agreement).

Also, as part of the STAPLES Center development, the City and L.A. Arena Land Company, Inc., entered into an Arena Ground Lease dated March 26, 1998 (the Arena Ground Lease).

Now, as part of the proposed Convention and Event Center project, the City and Developer will be entering into an amendment to the Arena Ground Lease (the First Amendment to Arena Ground Lease). Therefore Developer has requested that the City consider an amendment to the existing Arena Development Agreement in order to amend the legal description of the Arena Development Agreement property to remove those portions of the property that will be released from the Arena Ground Lease pursuant to the First Amendment to Arena Ground Lease.

Further, Developer is requesting that the definition of "Project Approvals" in the Arena Development Agreement be amended to be consistent with the Convention and Event Center Approval.

The Amendment will not be executed until the Event Center Ground Lease between the City and L.A. Event Center, LLC, is executed.

City Planning Commission Action

As indicated above, on September 13, 2012, the City Planning Commission recommended that the City Council approve the Amendment. It adopted the required Charter and Government Code findings prepared by the Department of City Planning that are contained in the Planning Department staff report to the City Planning Commission, at pages F-52 through F-55.

Findings

Pursuant to Charter Section 558, on September 13, 2012, the Planning Commission approved the draft ordinance and the Amendment and recommended that the City Council adopt it. Should the City Council adopt this ordinance, it may comply with the provisions of Charter Section 558 and the Government Code either by adopting the findings prepared by the Planning Department and adopted by the Planning Commission, or by making its own findings.

California Environmental Quality Act (CEQA)

Pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq. (CEQA), the City's Department of Planning, acting as lead agency, determined that preparation of an environmental impact report (EIR), in

accordance with CEQA Guidelines Section 15081, would be the appropriate approach for the analysis of the project proposed by L.A Convention Hall, LLC, and L.A Event Center, LLC.

In 2011, the California Legislature approved Senate Bill 292 (SB 292) pertaining specifically to the proposed project. The statute added Section 21168.6.5 to the California Public Resources Code, which established specific CEQA procedures for the proposed project. The City's CEQA process has implemented the requirements of SB 292.

A Notice of Preparation for the Draft EIR (NOP) was circulated for a 30-day review period starting on March 17, 2011, and ending on April 18, 2011. In addition, a public scoping meeting was conducted on March 30, 2011. Appendix A of the Draft EIR includes copies of written comments submitted to the Planning Department in response to the NOP and at the public scoping meeting.

On April 5, 2012, the City released the Draft EIR for the project for public comment. The Draft EIR was circulated for 47 calendar days, to May 21, 2012.

The lead agency received 105 written comments on the Draft EIR from public agencies, groups and individuals, and responses to these comments are included in Environmental Impact Report No. ENV-2011-0585-EIR (State Clearinghouse No. 2011031049) dated August 2012 (the Final EIR). Responses to comments in the Final EIR include both specific responses and topical responses to issues or topics repeated in several comments.

With regard to public comments and responses to comments, and in accordance with the express requirements of SB 292, the following notice was included in the Draft EIR and the Final EIR:

THE EIR FOR THE PROPOSED PROJECT IS SUBJECT TO SECTION 21168.6.5 OF THE PUBLIC RESOURCES CODE, WHICH PROVIDES, AMONG OTHER THINGS, THAT THE CITY OF LOS ANGELES NEED NOT CONSIDER CERTAIN COMMENTS FILED AFTER THE CLOSE OF THE PUBLIC COMMENT PERIOD FOR THE DRAFT EIR. ANY JUDICIAL ACTION CHALLENGING THE CERTIFICATION OF THE EIR OR THE APPROVAL OF THE PROJECT DESCRIBED IN THE DRAFT EIR IS SUBJECT TO THE PROCEDURES SET FORTH IN SECTION 21168.6.5 OF THE PUBLIC RESOURCES CODE AND MUST BE FILED WITH THE SECOND DISTRICT COURT OF APPEAL. A COPY OF SECTION 21168.6.5 OF THE PUBLIC RESOURCES CODE IS INCLUDED IN APPENDIX C OF THE DRAFT EIR.

The Final EIR has been completed in compliance with CEQA and SB 292, in connection with the approval by the City of the entitlements and other approvals required for development of the Project.

If the City Council wishes to adopt the ordinance and the Amendment, it must first comply with CEQA. It may do so by certifying the Environmental Impact Report and making its own findings or by adopting by reference the September 13, 2012, findings of the City Planning Commission.

Council Rule 38 Referral

Pursuant to Council Rule 38, copies of the draft ordinance and the Amendment were sent to the Department of Building and Safety and Department of Transportation and they were requested to provide any comments they have directly to your Honorable Body or your Committees at the time this matter is considered.

Government Code Requirements for Notice and Hearing

Before action may be taken on either the draft ordinance or the Amendment, the City must comply with the provisions of Government Code Sections 65867, 65090 and 65091. Those Sections require, among other things, notice and a public hearing. In addition, the City's development agreement procedures state that the City Council shall not take any action on any development agreement prior to the expiration of a 24-day notice. However, in this instance, the City Council previously acted to waive the notice requirements found in the City's development agreement procedures with respect to this Amendment.

Recommended Actions

If the City Council wishes to approve the proposed Amendment as recommended by the City Planning Commission, it must:

(1) Recommend that the City Council certify that it has reviewed and considered the Environmental Impact Report, ENV-2011-0585-EIR (SCH No. 2011031049), including the accompanying mitigation measures, the Mitigation Monitoring and Reporting Program, and Adopt the Statement of Overriding Considerations as the environmental clearance for the proposed project and find that:

a) The Environmental Impact Report (EIR) for the Convention and Event Center Project, which includes the Draft EIR and the Final EIR, has been completed in compliance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, *et seq.*, and the State and City of Los Angeles CEQA Guidelines; and

b) The project's EIR was presented to the City Council and the City Council reviewed and considered the information contained in the EIR prior to approving the Project, as well as all other information in the record of proceedings on this matter; and

c) The project's EIR represents the independent judgment and analysis of the lead agency.

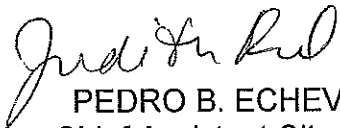
(2) Adopt each and every Finding, the Mitigation and Monitoring and Reporting Program and the Statement of Overriding Considerations, all as set forth in the Department of City Planning Staff report re Case No. CPC-2012-0849-GPA-VZC-SP-SN-DA, prepared in connection with the September 13, 2012, City Planning Commission meeting, including any subsequent modifications thereto; and

(3) Approve the enclosed draft ordinance authorizing the execution of the Amendment.

If you have any questions regarding this matter, please contact Deputy City Attorney Laura Cadogan Hurd at (213) 978-8177. She or another member of this Office will be present when you consider this matter to answer any questions you may have.

Very truly yours,

CARMEN A. TRUTANICH, City Attorney

By 
PEDRO B. ECHEVERRIA
Chief Assistant City Attorney

PBE/LCH:mrc
Transmittal

ORDINANCE NO. _____

An ordinance authorizing the execution of a Second Amendment to Development Agreement (Second Amendment) by and among the City of Los Angeles (City), L.A. Arena Land Company, LLC, successor in interest to L.A. Arena Land Company, Inc. and L.A. Arena Funding, LLC, as partial successor in interest to L.A. Arena Land Company, Inc., relating to real property in the Central City Community Plan and the Convention and Event Center Specific Plan areas, which is hereby incorporated by reference.

WHEREAS, the City and L.A. Arena Land Company, Inc. entered into that certain Development Agreement dated March 26, 1998, and recorded on March 27, 1998, in the official records of Los Angeles County, California, as Instrument No. 98-501503 (the Original Development Agreement) after adoption by the City Council as Ordinance No. 171764 on October 28, 1997, for property legally described in Exhibit B of the Development Agreement (the Property);

WHEREAS, the City, L.A. Arena Land Company, LLC, and L.A. Arena Funding entered into that certain Amendment No. 1 to Development Agreement dated June 7, 2003 (the First Amendment). The Original Development Agreement as amended by the First Amendment is referred to herein as the Development Agreement;

WHEREAS, the City and L.A. Arena Land Company, Inc. entered into that certain Arena Ground Lease dated March 26, 1998, for which a Memorandum of Lease was recorded in the official records of Los Angeles County, California, as Instrument No. 98-501505 (the Arena Ground Lease). Concurrently with the execution of the Second Amendment, the City and L.A. Arena Land Company, LLC will enter into an amendment to the Arena Ground Lease. The Arena Ground Lease, as so amended, is referred to herein as the Amended Arena Ground Lease;

WHEREAS, immediately prior to the adoption of this ordinance, the Los Angeles City Council adopted approvals for CPC Case No. 2012-849-GPA-VZC-SP-SN-DA (Convention and Event Center Approvals), as further described in the Second Amendment, which among other things, changed the zoning for the Property and authorized development of a multi-purpose event center under the Convention and Event Center Specific Plan and signage pursuant to the Convention and Event Center Sign District;

WHEREAS, pursuant to the Second Amendment, City and L.A. Arena Land Company, LLC desire to amend the legal description of the Property and definition of Project Approvals in the Development Agreement to be consistent with the Convention and Event Center Approvals and the Amended Arena Ground Lease, and such Second Amendment does not otherwise affect the parties' obligations under the Development Agreement;

WHEREAS, after due notice the City Planning Commission and the City Council did conduct public hearings on this matter;

WHEREAS, pursuant to California Government Code Sections 65864, *et seq.*, the City Planning Commission has transmitted its findings and recommendations;

WHEREAS, the Second Amendment is in the public interest and is consistent with the City's General Plan including the Central City Community Plan and the Convention and Event Center Specific Plan; and

WHEREAS, the City Council has reviewed and considered the Second Amendment and the findings and recommendations of the City Planning Commission;

NOW, THEREFORE,

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. The City Council finds, with respect to the Second Amendment that:

(a) It is consistent with the objectives, policies and programs specified in the General Plan, including the Central City Community Plan, and Convention and Event Center Specific Plan, and is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the Property is located.

(b) The intensity, building height and uses set forth in the Development Agreement as amended by the Second Amendment are permitted by and consistent with the Central City Community Plan and the Convention and Event Center Specific Plan.

(c) The Second Amendment will not be detrimental to the public health, safety and general welfare. The Second Amendment clarifies provisions in the Development Agreement regarding its term, the legal description of the Property and City approvals governing the Property. These amendments do not otherwise affect the Applicant's obligations under the Development Agreement. Furthermore, the Second Amendment does not modify those provisions of the Development Agreement which specifically permit application to the project of rules and regulations under Los Angeles Municipal Code Sections 98.0605 to 91.101.1 relating to public health and safety;

(d) The Second Amendment complies with all applicable City and State regulations governing development agreements;

(e) The Second Amendment is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Sec. 2. The City Council hereby approves this ordinance and authorizes and directs the Mayor to execute the Second Amendment described by this ordinance in the name of the City of Los Angeles concurrently with or after the full execution of the First Amendment to Arena Ground Lease.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles at its meeting of _____.

JUNE LAGMAY, City Clerk

By _____ Deputy

Approved _____

Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By Laura Cadogan Hurd
LAURA CADOGAN HURD
Deputy City Attorney

Date 9-14-12

File No(s). CF 11-0023

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Space Above This Line For Recorder's Use

AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT

This Amendment No. 2 to Development Agreement ("Second Amendment") is executed this _____ day of _____ 20__ ("Effective Date") by and between THE CITY OF LOS ANGELES, a municipal corporation (the "City") and L.A. ARENA LAND COMPANY, LLC, a Delaware corporation (as successor in interest to L.A. Arena Land Company, Inc.) pursuant to California Government Code Section 65868 and the implementing procedures of the City. The City and L.A. Arena Land Company, LLC are together sometimes referred to herein as the "Parties".

RECITALS

A. The City and L.A. Arena Land Company, Inc. entered into that certain Development Agreement dated March 26, 1998, and recorded on March 27, 1998 in the official records of Los Angeles County, California, as Instrument No. 98-501503 (the "Development Agreement") after adoption by the City Council as Ordinance No. 171764 on October 28, 1997 for property legally described in Exhibit "B" of the Development Agreement (the "Property"), which Property is as of the Effective Date the site of an arena commonly known as STAPLES Center.

B. The City, L.A. Arena Land Company, Inc. and L.A. Arena Funding, LLC (as partial successor in interest to L.A. Arena Land Company, Inc.) entered into that certain Amendment No. 1 to Development Agreement dated June 7, 2003 which was unrecorded. The Development Agreement, as so amended, is referred to herein as the "Original Development Agreement". Initially capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Original Development Agreement.

C. The City and L.A. Arena Land Company, Inc. entered into that certain Arena Ground Lease dated March 26, 1998 for which a Memorandum of Lease was recorded in the official records of Los Angeles County, California as Instrument No. 98-501505 (the "Arena Ground Lease"). Concurrently with the execution of this Second Amendment, the City and L.A. Arena Land Company, LLC have entered into an amendment to the Arena Ground Lease (the "First Amendment to Arena Ground Lease"). The Arena Ground Lease, as so amended, is referred to herein as the "Amended Arena Ground Lease".

D. Immediately prior to its adoption of Ordinance No. _____ authorizing the execution of this Second Amendment, the Los Angeles City Council approved Ordinance No. _____ adopting CPC Case No. 2012-849-GPA-VZC-SP-SN-DA ("Convention and Event Center Approval"), more fully described in Attachment "1" to this Second Amendment, which among other things, changed the zoning for the Property and authorized development of a multi-purpose event center under the Convention and Event Center Specific Plan and signage pursuant to the Convention and Event Center Sign District.

E. The Parties desire to enter into this Second Amendment, pursuant to Section 6.8 of the Original Development Agreement, in order to: (1) amend the legal description of the Property to remove therefrom those portions of the Property that have been released from the Arena Ground Lease pursuant to the First Amendment to Arena Ground Lease; and (2) amend the definition of "Project Approvals" to be consistent with the Convention and Event Center Approval.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and conditions herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Original Development Agreement as follows:

Section 1. Legal Description. Upon execution of the First Amendment to the Arena Ground Lease, and without further action of the Parties hereto, certain property as described in Attachment "2" to this Second Amendment shall automatically be deemed excluded as part of the Property as though such property were excluded from the legal description of the Property as of the Effective Date. To reflect these changes, upon execution of the First Amendment to the Arena Ground Lease, the Parties shall record the modified legal description attached as Attachment "3" to this Second Amendment as a correction to the legal description set forth in Exhibit "B" to the Original Development Agreement. Any reference to Exhibit "B" in the Original Development Agreement shall be deemed a reference to Attachment "3".

Section 2. Convention and Event Center Specific Plan Definition. The following definition for "Convention and Event Center Specific Plan" is added to Exhibit "A" Glossary of Defined Terms of the Original Development Agreement in alphabetical order:

“Convention and Event Center Specific Plan” means the Convention and Event Center Specific Plan, as adopted by the Los Angeles City Council on _____, 2012, and as subsequently amended.

Section 4. Arena Ground Lease Definition. The definition for “Arena Ground Lease” in Exhibit “A” – Glossary of Defined Terms of the Original Development Agreement is deleted and replaced with the following language:

“Arena Ground Lease” means that certain Ground Lease by and between the City of Los Angeles and L.A. Event Center, Inc. dated March 26, 1998, for which a Memorandum of Lease was recorded in the official records of Los Angeles County, California as Instrument No. 98-501505, as amended by that certain First Amendment to Arena Ground Lease dated _____ and recorded on _____, in the official records of Los Angeles County, California as Instrument No. _____ with respect to property generally referred to as the Property in the First Amendment to Arena Ground Lease, as the same may be amended from time to time.

Section 5. Applicable Rules Definition. The first sentence of the definition for “Applicable Rules” in Exhibit “A” – Glossary of Defined Terms of the Original Development Agreement is deleted and replaced with the following language:

“Applicable Rules” means the rules, regulations, ordinances and officially adopted policies of the City in force as of the effective date of the ordinance authorizing this Agreement; provided, however, that the Project Approvals (as amended by the Second Amendment) shall be included within the Applicable Rules as if such Project Approvals were in effect as of the Effective Date.

Section 7. Second Amendment Definition. The following definition for “Second Amendment” is added to Exhibit “A” Glossary of Defined Terms of the Original Development Agreement in alphabetical order:

“Second Amendment” means that certain document entitled Amendment No. 2 to Development Agreement and amending this Agreement.

Section 8. Project Approvals. Exhibit “C” to the Original Development Agreement, entitled Project Approvals, is replaced with Attachment “2” to this Second Amendment.

Section 9. City Procedures and Actions.

(a) Planning Commission Action. The Planning Commission held a duly noticed public hearing on _____, and recommended approval of this Second Amendment on the same date.

(b) City Council Action. The City Council on _____, after conducting a duly noticed public hearing, adopted Ordinance No. _____, to become effective on the thirty-first day after publication, or on the forty-first day after posting, approving this Second Amendment, found that its provisions are consistent with the City's General Plan, the Central City Community Plan, the Convention and Event Center Specific Plan, and the Municipal Code, and authorized the execution of this Second Amendment.

Section 10. Effectiveness of Second Amendment. This Second Amendment is dated for convenience only and shall only become effective on the date which is the latest of (i) the date this Second Amendment is executed by L.A. Arena Land Company, LLC and (ii) the date this Second Amendment is approved and executed by the City.

Section 11. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 12. No Other Changes, Consistency. Notwithstanding any changes and deletions contained herein, all other provisions of the Original Development Agreement remain the same. In the event of any conflict between the terms of the Original Development Agreement and this Second Amendment, the terms of this Second Amendment shall govern.

Section 13. Severability. If any provision of this Second Amendment should be determined by a court to be invalid or unenforceable, the remaining provisions of this Second Amendment shall remain in full force and effect and continue to be binding on the Parties.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date first written above.

CITY OF LOS ANGELES, a municipal corporation of the State of California

APPROVED AS TO FORM:
Carmen Trutanich,
City Attorney

By: _____
Antonio Villaraigosa, Mayor
DATE:

By: _____
Laura Cadogan Hurd
Deputy City Attorney
DATE:

ATTEST:
June Lagmay, City Clerk

By: _____ Deputy
DATE:

L.A. Arena Land Company, LLC
A Delaware limited liability company

APPROVED AS TO FORM:

By: _____
Name: William F. Delvac
of Armbruster Goldsmith & Delvac
LLP

By: _____
Name: Ted Fikre
Title:

Counsel for L.A. Arena Land Company, LLC

L.A. ARENA FUNDING, LLC
A Delaware limited liability company

APPROVED AS TO FORM:

By: _____
Name: William F. Delvac
of Armbruster Goldsmith & Delvac
LLP

By: _____
Name:
Title:

Counsel for L.A. ARENA FUNDING, LLC

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California }
County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal and/or Stamp above

ATTACHMENT "1"

PROJECT APPROVALS

Case No. CPC 97-0120 (CUB)

Conditional Use Permit for on-site alcohol sales and service.

Ordinance No. 172465

Ordinance establishing signage provisions for the Property.

Case No. CPC 2012-849
(GPA)(VZC)(SP)(SN)(DA)

- General Plan map amendment to: (a) change the Regional Commercial land use designation of portions of STAPLES Center to Public Facilities; (b) amend the General Plan Land Use Map for the Central City Community Plan area to include a footnote establishing the Specific Plan as the land use regulatory document for the Project Site and to designate the Convention and Event Center Specific Plan area on the Community Plan Specific Plan Area Map and provide for correspondence of Public Facilities designation with the CEC (Convention and Event Center Specific Plan) zone; and (c) reclassify a segment of 12th Street from "collector street" to "local" street (Resolution No. _____);

- Vesting zone change for the Specific Plan area from PF-4D-O (Public Facilities) and C2-4D-O (Commercial) to CEC (Convention and Event Center Specific Plan) and corresponding modification to the Municipal Code to add the CEC Zone (Ordinance No. _____);

- Convention and Event Center Specific Plan to regulate development within the Convention and Event Center Specific Plan area (Ordinance No. _____);

- Sign District (Ordinance No. _____);

- Development Agreement (Ordinance No. _____);

- Vacation of air space, surface and subsurface portions of Pico Boulevard and L.A. Live Way, vacation of air space over 12th Street, and vacation of portions of Bond Street (Ordinance No. _____);

- Approval of Modified Street designations to the Downtown Street Standards;

- Design Review approval by the City's Cultural Affairs Commission;
- Haul Route Approval.

ATTACHMENT "2"

EXCLUDED PROPERTY

LEGAL DESCRIPTIONSWAP PARCELSTAPLES ARENA TO EVENT CENTER

A portion of Lot 1 of Tract No. 28165, in the City of Los Angeles, County of Los Angeles, State of California as shown on the map filed in Map Book 814, Pages 66 through 69, inclusive, Records of said County described as follows:

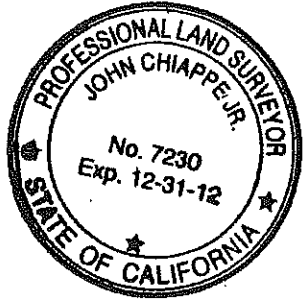
Beginning at a point on the northwesterly line of said Lot 1, distant thereon South $28^{\circ}31'52''$ West 800.07 feet from the northwesterly terminus of said line shown as "North $28^{\circ}21'02''$ East 927.28 feet" on said Tract No. 28165; thence South $61^{\circ}21'58''$ East 777.22 feet; thence North $28^{\circ}38'02''$ East 261.42 feet; thence North $61^{\circ}21'58''$ West 7.10 feet; thence North $28^{\circ}38'02''$ East 121.16 feet to the True Point of Beginning; thence continuing, North $28^{\circ}38'02''$ East 1.98 feet; thence South $61^{\circ}21'58''$ East 15.97 feet; thence North $28^{\circ}38'02''$ East 355.54 feet; thence North $61^{\circ}27'12''$ West 73.04 feet; thence North $28^{\circ}32'48''$ East 84.42 feet to the northeasterly line of said Lot 1 and the beginning on a non-tangent curve, concave northeasterly, having a radius of 651.00 feet and to which a radial line bears South $25^{\circ}49'44''$ West; thence northwesterly along said curved northeasterly boundary of Lot 1, 28.42 feet, through a central angle of $2^{\circ}30'05''$; thence continuing along said northeasterly line of Lot 1, North $61^{\circ}40'12''$ West 13.66 feet to a point distant thereon South $61^{\circ}40'12''$ East 652.41 feet from the northwesterly terminus of said line shown as "South $61^{\circ}51'43''$ East 666.02 feet" on said Tract No. 28165; thence South $28^{\circ}19'48''$ West 44.47 feet to the beginning of a curve concave northerly and having a radius of 105.00 feet; thence southwesterly, westerly and northwesterly 138.02 feet along said curve through a central angle of $75^{\circ}18'41''$; thence North $76^{\circ}21'31''$ West 33.23 feet to the beginning of a curve concave southerly and having a radius of 43.00 feet; thence westerly 29.66 feet along said curve through a central angle of $39^{\circ}31'13''$; thence on a non-tangent line South $61^{\circ}21'38''$ East 162.17 feet; thence North $28^{\circ}38'22''$ East 31.50 feet; thence South $61^{\circ}21'38''$ East 34.73 feet; thence South $28^{\circ}38'22''$ West 31.50 feet; thence South $61^{\circ}21'38''$ East 32.62 feet; thence South $28^{\circ}36'56''$ West 269.35 feet to a line which bears North $61^{\circ}37'17''$ West and

PSOMAS

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passes through the True Point of Beginning; thence South 61°37'17" East 3.24 feet to the True Point of Beginning.

This Legal Description is described on the accompanying exhibit "Exhibit Map Swap Parcel", is made a part hereof for reference purposes and was prepared as a convenience and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.



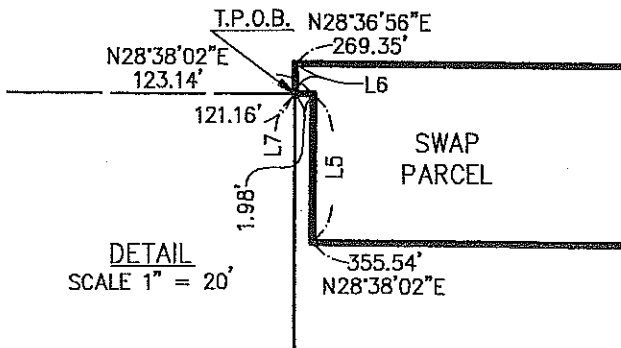
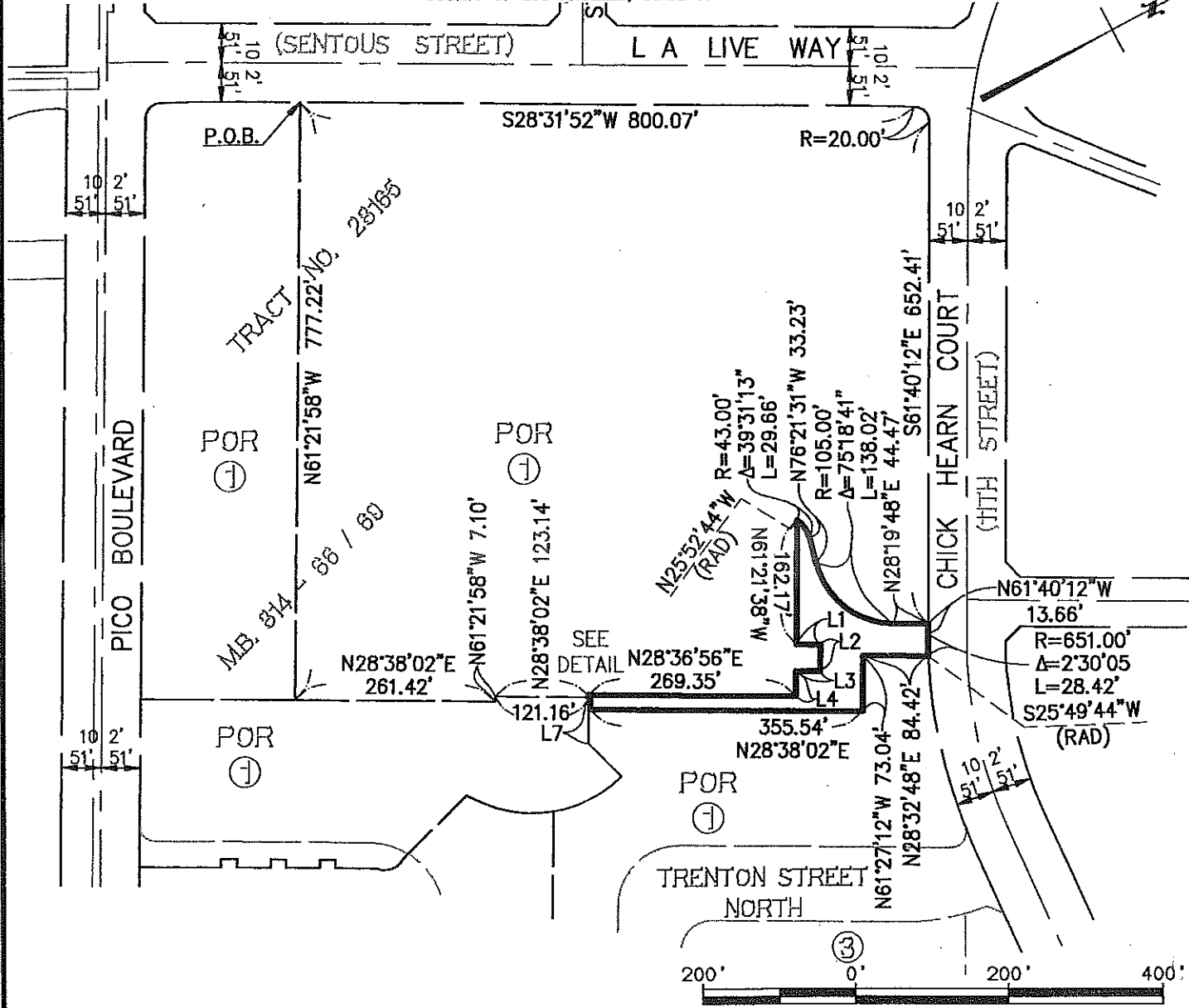
A large, stylized handwritten signature in black ink, appearing to read "John Chiappe Jr.", written over a horizontal line.

John Chiappe Jr., PLS 7230
PSOMAS

Date: 8/31/2012

EXHIBIT MAP SWAP PARCEL

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



GRAPHIC SCALE
1" = 200'

LINE	BEARING	DISTANCE
L1	N28°38'22"E	31.50'
L2	N61°21'38"W	34.73'
L3	N28°38'22"E	31.50'
L4	N61°21'38"W	32.62'
L5	N61°21'58"W	15.97'
L6	N61°37'17"W	3.24'
L7	N61°37'17"W	60.13'

DATE: 08/31/12 REVISED ON:
JOB No: 1AEG010604 TASK 103

X-S101 | C-S101

Convention & Event Center Project

AEG0023-08

PSOMAS

555 South Flower Street, Suite 4400
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

Plotted: 08/31/12 11:04:47 \\WESTLA1\Projects2\LAEG010604\SURVEY\LEGALS\PL\AEG0023-08.DWG jchilappe

ATTACHMENT "3"

MAP AND LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

REVISED STAPLES ARENA

1
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4 Lots 2 and 3, a portion of Lot 1 of Tract No. 28165, in the City of Los Angeles, County
5 of Los Angeles, State of California as shown on the map filed in Map Book 814, Pages
6 66 through 69, inclusive, Records of said County, and Trenton Street North, 82.00 feet
7 and 97.00 feet wide, as shown on said Tract No. 28165 and now vacated by (Council File
8 No. 82-1136 of said City) Resolution No. 90-01558 of said City, on file in the Office of
9 the City Clerk of said City, and recorded August 16, 1990 as Instrument No. 90-
10 1426183, Official Records of said County, lying easterly and northeasterly of the
11 following described line:

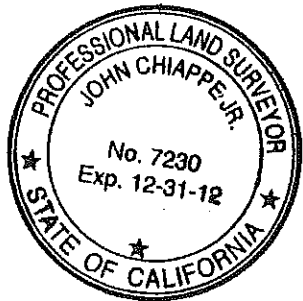
12
13 Beginning at a point on the northeasterly line of said Lot 1, distant thereon South
14 $61^{\circ}40'12''$ East 652.41 feet from the northwesterly terminus of said line shown as "South
15 $61^{\circ}51'43''$ East 666.02 feet" on said Tract No. 28165; thence South $28^{\circ}19'48''$ West
16 44.47 feet to the beginning of a curve concave northerly and having a radius of 105.00
17 feet; thence southwesterly, westerly and northwesterly 138.02 feet along said curve
18 through a central angle of $75^{\circ}18'41''$; thence North $76^{\circ}21'31''$ West 33.23 feet to the
19 beginning of a curve concave southerly and having a radius of 43.00 feet; thence westerly
20 29.66 feet along said curve through a central angle of $39^{\circ}31'13''$; thence on a non-tangent
21 line South $61^{\circ}21'38''$ East 162.17 feet; thence North $28^{\circ}38'22''$ East 31.50 feet; thence
22 South $61^{\circ}21'38''$ East 34.73 feet; thence South $28^{\circ}38'22''$ West 31.50 feet; thence South
23 $61^{\circ}21'38''$ East 32.62 feet; thence South $28^{\circ}36'56''$ West 269.35 feet; thence South
24 $61^{\circ}37'17''$ East 63.37 feet; thence North $73^{\circ}42'51''$ East 60.45 feet, to the beginning of a
25 non-tangent curve concave westerly, having a radius of 161.60 feet and to which
26 beginning a radial line bears North $72^{\circ}48'41''$ East; thence southwesterly along said
27 curve 100.58 feet through a central angle of $35^{\circ}39'46''$; thence on a non-tangent line,
28 South $61^{\circ}26'10''$ East 377.61 feet to the northwesterly right-of-way line of Figueroa
29 Street, 112.00 feet wide, as shown on said Tract.

PSOMAS

1 Excepting therefrom that portion of said Lot 1 lying northwesterly of the following
2 described line:

3
4 Beginning at a point on the northwesterly line of said Lot 1, distant thereon South
5 28°31'52" West 800.07 feet from the northwesterly terminus of said line shown as
6 "North 28°21'02" East 927.28 feet" on said Tract No. 28165; thence South 61°21'58"
7 East 777.22 feet; thence North 28°38'02" East 261.42 feet; thence North 61°21'58" West
8 7.10 feet; thence North 28°38'02" East 123.14 feet; thence South 61°21'58" East 15.97
9 feet; thence North 28°38'02" East 355.54 feet; thence North 61°27'12" West 73.04 feet;
10 thence North 28°32'48" East 84.42 feet to the northeasterly line of said Lot 1.

11
12
13 This Legal Description is described on the accompanying exhibit "Exhibit Map Revised
14 Staples Arena", is made a part hereof for reference purposes and was prepared as a
15 convenience and is not intended for the use in the division and/or conveyance of land in
16 violation of the Subdivision Map Act of the State of California.



A handwritten signature in black ink, appearing to read "John Chiappe Jr.", written over a horizontal line.

John Chiappe Jr., PLS 7230

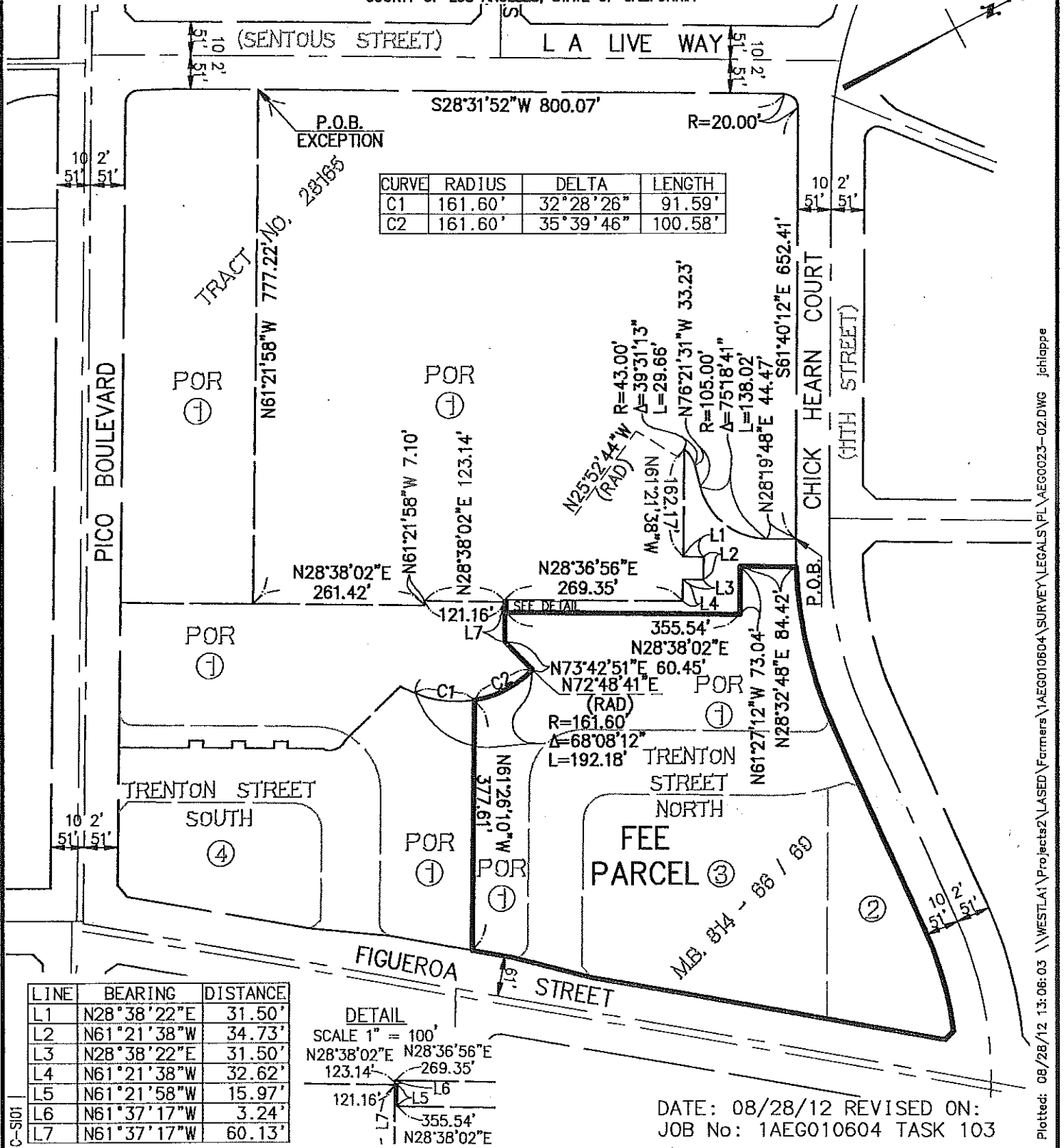
PSOMAS

Date: 8/28/2012

31

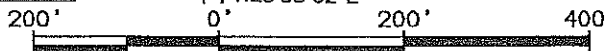
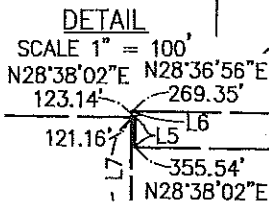
EXHIBIT MAP REVISED STAPLES ARENA

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



CURVE	RADIUS	DELTA	LENGTH
C1	161.60'	32°28'26"	91.59'
C2	161.60'	35°39'46"	100.58'

LINE	BEARING	DISTANCE
L1	N28°38'22"E	31.50'
L2	N61°21'38"W	34.73'
L3	N28°38'22"E	31.50'
L4	N61°21'38"W	32.62'
L5	N61°21'58"W	15.97'
L6	N61°37'17"W	3.24'
L7	N61°37'17"W	60.13'



GRAPHIC SCALE
1" = 200'

DATE: 08/28/12 REVISED ON:
JOB No: 1AEG010604 TASK 103

X-5101 | C-5101

**Convention &
Event Center Project**

AEG0023-02

PSOMAS

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(213)223-1400 (213)223-1444 (FAX)