

## ORDINANCE NO. \_\_\_\_\_

An ordinance authorizing the execution of a Second Amendment to the Third Amended and Restated Development Agreement by and among the City of Los Angeles (the City), L.A. Arena Land Company, LLC (LandCo), Flower Holdings, LLC (Flower Holdings), Olympic and Georgia Partners, LLC (OGP), LA Live Theatre, LLC (LA Live Theatre), LA Live Properties, LLC (LA Live Properties), FIDM Residential, Inc. (FIDM) and Fig Central Fee Owner, LLC (Figueroa Central Owner), relating to real property in the Central City Community Plan area and within and adjacent to the Los Angeles Sports and Entertainment District Specific Plan area (Second Amendment), which is hereby incorporated by reference.

**WHEREAS**, a Development Agreement between the City, LandCo and Flower Holdings was entered into on December 11, 2001, and recorded on December 18, 2001, in the Official Records of Los Angeles County, California, as Instrument No. 01-2421128 after adoption by the City Council as Ordinance No. 174227 on September 4, 2001 (the Development Agreement);

**WHEREAS**, City, LandCo, and Flower Holdings entered into that certain amendment to Development Agreement dated December 10, 2003, and recorded on January 14, 2004, in the official records of Los Angeles County, California, as Instrument No. 04-0100217 after adoption by the City Council as Ordinance No. 175591 on October 14, 2003;

**WHEREAS**, an Amended and Restated Development Agreement between the City, LandCo, Flower Holdings, FIDM, and Figueroa South Land was entered into on December 14, 2005, and recorded on December 19, 2005, in the official Records of Los Angeles County, California, as Instrument No. 2005-3119740 after adoption by the City Council as Ordinance No. 177,020 on September 21, 2005;

**WHEREAS**, a Second Amended and Restated Development Agreement between the City, LandCo, Flower Holdings, FIDM, and Figueroa South Land was entered into on May 22, 2007, and recorded on May 29, 2007, in the official Records of Los Angeles County, California, as Instrument No. 2007-1291167 after adoption by the City Council as Ordinance No. 178,136 on December 12, 2006;

**WHEREAS**, a Third Amended and Restated Development Agreement between the City, LandCo, Flower Holdings, OGP, LA Live Theatre, LA Live Properties, FIDM, Figueroa South Land and Figueroa Central Owner was entered into on April 2, 2008, and recorded on April 10, 2008, as Instrument No. 2008-0625541 after adoption by the City Council as Ordinance No. 179,414 on November 30, 2007;

**WHEREAS**, an Amendment to Third Amended and Restated Development Agreement among the City, LandCo, Flower Holdings, OGP, LA Live Theatre, LA Live Properties, FIDM and Figueroa Central Owner was entered into on December 21, 2010, and recorded on January 21, 2011, in the official records of Los Angeles County, California, as Instrument No. 2011-01200808 after adoption by the City Council as

Ordinance No. 181, 335, on September 2, 2010 (the Third Amended and Restated Development Agreement, as amended by the Amendment to Third Amended and Restated Development Agreement, is referred to herein as the Amended and Restated Development Agreement);

**WHEREAS**, pursuant to the Second Amendment, City, LandCo, Flower Holdings, OGP, LA Live Theater, LA Live Properties, FIDM and Figueroa Central Owner, each parties to the Amended and Restated Development Agreement, wish to further amend such agreement to provide for the possibility of an earlier release of the restrictions pertaining to a future Los Angeles Convention Center expansion parcel upon completion of an expansion of the Los Angeles Convention Center, and such Second Amendment does not otherwise affect the parties' obligations under the Development Agreement;

**WHEREAS**, City, as ground lessor, and L.A. Event Center, LLC, as ground lessee, propose to enter into a ground lease for portions of the Los Angeles Convention Center property (the Event Center Ground Lease);

**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**, this Second Amendment is in the public interest and is consistent with the City's General Plan including the Central City Community Plan and the Los Angeles Sports and Entertainment District Specific Plan; and

**WHEREAS**, the City Council has reviewed and considered this 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 this 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 the Los Angeles Sports and Entertainment District Specific Plan, and is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located;

(b) The intensity, building height and uses set forth in the Amended and Restated Development Agreement as amended by the Second Amendment are permitted by and consistent with the Central City Community Plan and the Los Angeles Sports and Entertainment District Specific Plan;

(c) The Second Amendment will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project which is desirable and beneficial to the public. The Second Amendment modifies provisions in the Amended and Restated Development Agreement regarding release of restrictions on the "Convention Expansion Parcel" (defined in the Amended and Restated Development Agreement) and does not otherwise affect the parties' obligations under the Amended and Restated Development Agreement. Furthermore, the Second Amendment does not modify those provisions of the Amended and Restated 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;

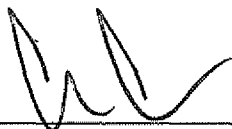
(e) The Second Amendment is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Sec. 2. The City Council hereby approves the Second Amendment and authorizes and directs the Mayor to execute the Second Amendment in the name of the City of Los Angeles concurrently with, or after the full execution of, the Event Center 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 SEP 28 2012.

JUNE LAGMAY, City Clerk


By  Deputy

Approved OCT 03 2012

 Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By   
LAURA CADOGAN HURD  
Deputy City Attorney

Date 9-14-12

File No. CF 11-0023

## DECLARATION OF POSTING ORDINANCE


I, MARIA VIZCARRA, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

Ordinance No. 182269 – Authorizing the execution of a Second Amendment to the Third Amended and Restated Development Agreement by and among the City of Los Angeles, L.A. Arena Land Company, LLC, Flower Holdings, LLC, Olympic and Georgia Partners, LLC, LA Live Theatre, LLC, LA Live Properties, LLC, FIDM Residential, Inc and Fig Central Fee Owner, LLC - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on September 28, 2012, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on October 4, 2012 I posted a true copy of said ordinance at each of the three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Copies of said ordinance were posted conspicuously beginning on October 4, 2012 and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 4th day of October, 2012 at Los Angeles, California.

  
\_\_\_\_\_  
Maria Vizcarra, Deputy City Clerk

Ordinance Effective Date: November 13, 2012

Council File No. 11-0023

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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**Space Above This Line For Recorder's Use**

**SECOND AMENDMENT TO THIRD AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT**

This Second Amendment to the Third Amended and Restated Development Agreement ("Second Amendment") is executed \_\_\_\_ day of \_\_\_\_\_ 20\_\_ ("Effective Date"), by and among the CITY OF LOS ANGELES, a municipal corporation ("City"), L.A. ARENA LAND COMPANY, LLC, a Delaware limited liability company ("LandCo"), FLOWER HOLDINGS, LLC, a Delaware limited liability company ("Flower Holdings"), OLYMPIC AND GEORGIA PARTNERS, LLC, a Delaware limited liability company ("OGP"), LA LIVE THEATRE, LLC a Delaware limited liability company ("LA Live Theatre"), LA LIVE PROPERTIES, LLC, a Delaware limited liability company ("LA Live Properties"), FIDM RESIDENTIAL, INC., a California corporation ("FIDM"), and FIG CENTRAL FEE OWNER, LLC a Delaware limited liability company ("Figueroa Central Owner") and collectively with City; LandCo, Flower Holdings, OGP, LA Live Theatre, LA Live Properties, FIDM and Figueroa Central Owner (the "Parties") pursuant to California Government Code Section 65868, and the implementing procedures of the City.

**RECITALS**

A. City, LandCo and Flower Holdings entered into that certain Development Agreement dated December 11, 2001 and recorded on December 18, 2001 in the official records of Los Angeles County, California, as Instrument No. 01-2421128 (the "Development Agreement") after adoption by the City Council as Ordinance No. 174227 on September 4, 2001, as amended by Amendment to Development Agreement dated December 10, 2003, by and among City, LandCo and Flower Holdings and recorded in the official records of Los Angeles County, California as Instrument No. 04-0100217 (as amended, the "Original Development Agreement"). Initially capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Original Development Agreement.

B. The Original Development Agreement was amended and restated in its entirety by that Amended and Restated Development Agreement dated December 14, 2005 by and among the City, LandCo, Flower Holdings, FIDM and Figueroa South Land and recorded on December 19, 2005 in the official records of Los Angeles County, California, as Instrument No. 053119740. The Original Development Agreement was further amended and restated in its entirety by that Second Amended and Restated Development Agreement dated May 22, 2007 by and among the City, LandCo, Flower Holdings, FIDM, and Figueroa South Land and recorded on May 29, 2007 in the official records of Los Angeles County, California as Instrument No. 2007-1291167. The Original Development Agreement was further amended and restated in its entirety by that Third Amended and Restated Development Agreement dated April 2, 2008 by and among the City, LandCo, Flower Holdings, OGP, LA Live Theatre, LA Live Properties, FIDM, Figueroa South Land and Figueroa Central Owner and recorded on April 10, 2008 in the official records of Los Angeles County, California as Instrument No. 2008-0625541. The Original Development Agreement was further amended by that Amendment to Third Amended and Restated Development Agreement dated December 21, 2010 by and among the City, LandCo, Flower Holdings, OGP, LA Live Theatre, LA Live Properties, FIDM and Figueroa Central Owner. The Original Development Agreement as so amended and restated shall be hereinafter referred to as the “Amended and Restated Development Agreement.”

C. As part of a separate and distinct project, the City of Los Angeles and L.A. Event Center, LLC are proposing to modernize the existing Los Angeles Convention Center (“Convention Center”) and create a multi-purpose event center (“Event Center”) adjacent to the Convention Center (“Convention and Event Center Project”). The Convention and Event Center Project would include the demolition of the existing Convention Center West Hall building, the construction of a replacement hall (“New Hall”) and construction of the Event Center on the former West Hall site. The New Hall would be configured to retain similar square footage to the West Hall in exhibition and meeting room space and maximize contiguous space between Convention Center buildings.

D. The Amended and Restated Development Agreement restricts the use of an airspace lot covering the southern portion of “Olympic West Properties” of the Los Angeles Sports and Entertainment District (the “Convention Center Expansion Parcel,” defined in Section 1.10 of the Amended and Restated Development Agreement) for purposes of expanding the Los Angeles Convention and Exhibition Center. Because the construction of the New Hall and the Event Center would obviate the need for the Convention Center Expansion Parcel, the Parties desire to enter into this Second Amendment, pursuant to Section 6.8 of the Amended and Restated Development Agreement, to modify the existing use restriction on the Convention Center Expansion Parcel to provide that the Convention Center Expansion Parcel may be used for any uses permitted in the Los Angeles Sports and Entertainment District (“LASED”) Specific Plan upon completion of the New Hall.

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 Amended and Restated Development Agreement as follows:

Section 1. Definition of New Hall. The Amended and Restated Development Agreement is amended to add a new Section 1.37 with the following language:

*“New Hall” means a new convention and exhibition structure as further defined in the Convention and Event Center Specific Plan, adopted by the City pursuant to Ordinance No. \_\_\_\_\_.”*

Section 2. Definition of Project. The second sentence of Section 1.30 of the Amended and Restated Development Agreement is amended to add the following language after phrase “Director of Planning”:

*“, except as provided in Section 3.1.3 of this Agreement;”*

Section 3. Convention Center Expansion. The second sentence of Section 3.1.3.2 of the Amended and Restated Development Agreement is amended to add the following language:

*“; provided, however, that on the earlier of the issuance of a Temporary Certificate of Occupancy for the New Hall or October 21, 2021, the Convention Center Expansion Parcel may be used for any other uses permitted by the LASED Specific Plan.”*

Section 4. 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 Amendment, found that its provisions are consistent with the City’s General Plan, the Central City Community Plan, the LASED Specific Plan, and the Los Angeles Municipal Code, and authorized the execution of this Second Amendment.

Section. 5. Effectiveness of Amendment. This Second Amendment is dated for convenience only and shall only become effective on the date this Second Amendment is attested by the City Clerk of the City of Los Angeles after execution by the Mayor of the City of



Los Angeles and LandCo, Flower Holdings, OGP, LA Live Theatre, LA Live Properties, FIDM, and Figueroa Central Owner.

Section 6. 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 7. No Other Changes, Consistency. Notwithstanding any changes and deletions contained herein, all other provisions of the Amended and Restated Development Agreement remain the same. In the event of any conflict between the terms of the Amended and Restated Development Agreement and this Second Amendment, the terms of this Second Amendment shall govern.

Section 8. 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 all Parties.

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 Tanner  
Title: Vice President

Counsel for L.A. Arena Land Company, LLC

Flower Holdings, LLC  
A Delaware limited liability company

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Name: Ted Tanner  
Title: Vice President

Counsel for Flower Holdings, LLC

Olympic and Georgia Partners, LLC  
A Delaware limited liability company

By: \_\_\_\_\_  
Name: Ted Tanner  
Title: Vice President

LA Live Theatre, LLC  
A Delaware limited liability company

By: \_\_\_\_\_  
Name: Ted Tanner  
Title: Vice President

LA Live Properties, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: Ted Tanner  
Title: Vice President

FIDM Residential, Inc.

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

Fig Central Fee Owner LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: Oskar Brecher  
Title: Authorized Signatory

APPROVED AS TO FORM

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

Counsel for Olympic and Georgia Partners,  
LLC

APPROVED AS TO FORM:

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

Counsel for L.A. Live Properties, LLC

APPROVED AS TO FORM:

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

Counsel for L.A. Live Properties, LLC

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Counsel for FIDM Residential, Inc.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: John W. Whitaker  
of DLA Piper US LLP  
Counsel for Fig Central Fee Owner 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