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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 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 Los Angeles at its meeting of <u>SEP_2</u>	as passed by the Council of the City of 2.8.2012.
	JUNE LAGMAY, City Clerk
	Ву
OCT 0 3 2012	Deputy ALL Deputy
	Mayor
Approved as to Form and Legality	
CARMEN A. TRUTANICH, City Attorney By Laura Cadesan Herd	Pursuant to Charter Section 559, I approve this ordinance on behalf of the City Planning Commission and recommend that it be adopted
LAURA CADOGAN HURD Deputy City Attorney	September 28, 2012 See attached report.
Date 9-28-12	Mil. 7
File No(s). <u>CF 11-0023</u>	Michael LoGrande Director of Planning

M:\RP-E\Laura Cadogan\Ordinances\2ndAmend

toSTAPLESOrdinance.DOC

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. 182270 - Authorizing the execution of a Second Amendment to Development

Agreement (Second Amendment) by and among the City of Los Angeles, 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 - 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

Space Above This Line For Recorder's Use

AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT

	This Amendment No.	2 to Develop:	ment Agreemen	t ("Second Amendment"	") is executed
this	day of	20	("Effective Da	te") by and between TH	E CITY OF
LOS	ANGELES, a municipal	corporation (the "City") and	L.A. ARENA LAND C	OMPANY,
LLC,	a Delaware corporation	(as successor	in interest to L.	A. Arena Land Compan	y, Inc.)
pursu	ant to California Govern	nment Code S	ection 65868 an	d the implementing proc	edures of the
City.	The City and L.A. Area	na Land Com	any, LLC are to	ogether sometimes referr	ed 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. <u>Legal Description</u>. 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. <u>Convention and Event Center Specific Plan Definition</u>. 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 3. <u>Arena Ground Lease Definition</u>. 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:
- Section 4. <u>Applicable Rules Definition</u>. 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 5. <u>Second Amendment Definition</u>. 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 6. <u>Project Approvals</u>. Exhibit "C" to the Original Development Agreement, entitled Project Approvals, is replaced with Attachment "2" to this Second Amendment.
 - Section 7. City Procedures and Actions.
- (a) <u>Planning Commission Action</u>. The Planning Commission held a duly noticed public hearing on September 13, 2012, and recommended approval of this Second Amendment on the same date.

- (b) <u>City Council Action</u>. 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 8. <u>Effectiveness of Second Amendment</u>. 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 9. <u>Counterparts</u>. 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 10. <u>No Other Changes, Consistency</u>. 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 11. <u>Severability</u>. 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:
	ATTEST: June Lagmay, City Clerk
	By: Deput
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:	By: Name: William F. Delvac of Armbruster Goldsmith & Delvac LLP
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 appeare	ed	
	Nε	ame(s) of Signer(s)
subscribed to the v in his/her/their auth the person(s), or th I certify under PEN	within instrument and acknowled the horized capacity(ies), and the entity upon behalf of whomal NALTY OF PERJURY under the behalf and correct.	y evidence to be the person(s) whose name(s) is/are sowledged to me that he/she/they executed the same that by his/her/their signature(s) on the instrument nich the person(s) acted, executed the instrument. Ider the laws of the State of California that the
Signature:Sign	nature of Notary Public	Place Notary Seal and/or Stamp above

ATTACHMENT "1"

PROJECT APPROVALS

Case No. CPC 97-0120 (CUB) Ordinance No. 172465

CPC-2012-0849-GPA-VZC-SP-SN; CPC-2012-2311-DA; CPC-2012-2398-DA; ENV-2011-585-EIR Conditional Use Permit for on-site alcohol sales and service. Ordinance establishing signage provisions for the Property.

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. _____) and conforming zoning map change (Ordinance No. _____); Convention and Event Center Specific Plan to regulate development within the Convention and Event Center Specific Plan area (Ordinance No. _____); Convention and Event Center 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.
- Second Amendment (Ordinance No._____)

ATTACHMENT "2" EXCLUDED PROPERTY

ATTACHMENT "2" EXCLUDED PROPERTY

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LEGAL DESCRIPTION

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SWAP PARCEL

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STAPLES ARENA TO EVENT CENTER

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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:

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Beginning at a point on the northwesterly line of said Lot 1, distant thereon South 28°31'52" West 800.07 feet from the northwesterly terminus of said line shown as "North 28°21'02" East 927.28 feet" on said Tract No. 28165; thence South 61°21'58" East 777.22 feet; thence North 28°38'02" East 261.42 feet; thence North 61°21'58" West 7.10 feet; thence North 28°38'02" East 121.16 feet to the True Point of Beginning; thence continuing, North 28°38'02" East 1.98 feet; thence South 61°21'58" East 15.97 feet; thence North 28°38'02" East 355.54 feet; thence North 61°27'12" West 73.04 feet; thence North 28°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°49'44" West; thence northwesterly along said curved northeasterly boundary of Lot 1, 28.42 feet, through a central angle of 2°30'05"; thence continuing along said northeasterly line of Lot 1, North 61°40'12" West 13.66 feet to a point distant thereon South 61°40'12" East 652.41 feet from the northwesterly terminus of said line shown as "South 61°51'43" East 666.02 feet" on said Tract No. 28165; thence South 28°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°18'41"; thence North 76°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°31'13"; thence on a non-tangent line South 61°21'38" East 162.17 feet; thence North 28°38'22" East 31.50 feet; thence South 61°21'38" East 34.73 feet; thence South 28°38'22" West 31.50 feet; thence South 61°21'38" East 32.62 feet; thence South 28°36'56" West 269.35 feet to a line which bears North 61°37'17" West and

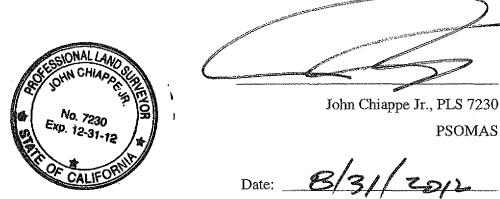
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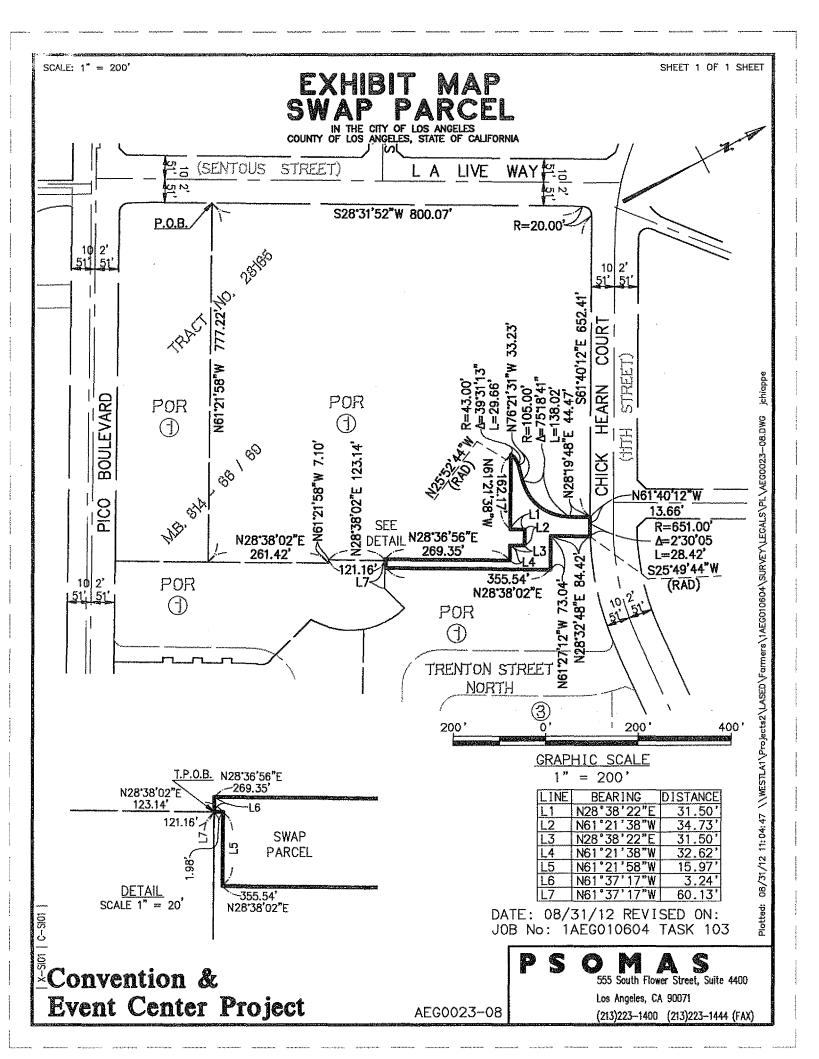
passes through the True Point of Beginning; thence South 61°37'17" East 3.24 feet to the True Point of Beginning.

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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.

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ATTACHMENT "3" MAP AND LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

REVISED STAPLES ARENA

Lots 2 and 3, 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, and Trenton Street North, 82.00 feet and 97.00 feet wide, as shown on said Tract No. 28165 and now vacated by (Council File No. 82-1136 of said City) Resolution No. 90-01558 of said City, on file in the Office of the City Clerk of said City, and recorded August 16, 1990 as Instrument No. 90-1426183, Official Records of said County, lying easterly and northeasterly of the following described line:

Beginning at a point on the northeasterly line of said Lot 1, distant thereon South

 61°40'12" East 652.41 feet from the northwesterly terminus of said line shown as "South 61°51'43" East 666.02 feet" on said Tract No. 28165; thence South 28°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°18'41"; thence North 76°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°31'13"; thence on a non-tangent line South 61°21'38" East 162.17 feet; thence North 28°38'22" East 31.50 feet; thence South 61°21'38" East 34.73 feet; thence South 28°38'22" West 31.50 feet; thence South 61°37'17" East 63.37 feet; thence South 28°36'56" West 269.35 feet; thence South 61°37'17" East 63.37 feet; thence North 73°42'51" East 60.45 feet, to the beginning of a non-tangent curve concave westerly, having a radius of 161.60 feet and to which beginning a radial line bears North 72°48'41" East; thence southwesterly along said curve 100.58 feet through a central angle of 35°39'46"; thence on a non-tangent line,

South 61°26'10" East 377.61 feet to the northwesterly right-of-way line of Figueroa

Street, 112.00 feet wide, as shown on said Tract.

PSOMAS

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

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

This Legal Description is described on the accompanying exhibit "Exhibit Map Revised

Staples Arena", is made a part hereof for reference purposes and was prepared as a

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No. 7230

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.

John Chiappe Jr., PLS 7230

PSOMAS

8/20/2012

