

Late Backup

→ The City is not agreeing to any terms w/ regard to ancillary development.

Real Estate Development on Site

- The Site shall be used by StadiumCo exclusively for the development of the Stadium Project and related surface parking (except as described below).
- Air rights over and subsurface rights under the Site will be addressed in the Stadium Lease and Development Agreement.
- Ancillary Development by StadiumCo.

○ StadiumCo shall submit any proposal for Ancillary Development to the City for approval. Any Ancillary Development must be by mutual agreement of the parties, with each party having discretion and final approval of the City Council. StadiumCo shall be responsible for the payment of any and all applicable taxes for the Ancillary Development, including property taxes.

StadiumCo

○ Ancillary Development includes commercial, retail and residential development and associated parking, to be built within the Site.

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○ If StadiumCo does not present plans to redevelop areas of the Site not incorporated into the Stadium Project within 10 years of the opening of the Stadium, the City will have the right, in its reasonable discretion, subject to reasonable input and review by StadiumCo, and subject to the Stadium Lease and Development Agreement, to redevelop such areas of the Site ("City Redevelopment Right").

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○ The City agrees that if it exercises the City Redevelopment Right, (i) such redevelopment will not interfere with the Club's use of the Stadium or any activities typically conducted at or around the Stadium in connection with the Club's home games, and (ii) it will provide to StadiumCo replacement parking spaces onsite equal to the amount of parking spaces lost as a result of the City exercising such right for all StadiumCo events (which spaces shall be approved by StadiumCo and provided without incremental rent or other charges, and with respect to which StadiumCo shall be entitled to retain revenues).

keep including it in case of new proposals

○ StadiumCo will cooperate and provide, upon finalization of the Base Stadium Plan, up to one acre to allow a third party affordable housing expert to develop up to 130 affordable housing units on the southeast portion of the Site or other mutually agreed location. StadiumCo will discuss, in good faith, contributing

	financially to the development of such affordable housing through its community benefits commitment on affordable housing outlined in the Stadium Lease and Development Agreement.
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