

Master Lease for Digital Billboards
City of Sacramento and Sacramento Downtown Arena LLC

This lease ("Lease"), dated as of May 20, 2014, for purposes of identification, is between the **City of Sacramento** (the "City"), a California municipal corporation, and **Sacramento Downtown Arena LLC**, a Delaware limited liability company ("ArenaCo").

Background

Sacramento Basketball Holdings LLC ("HoldCo") is the parent company of ArenaCo and Sacramento Kings Limited Partnership, a California limited partnership ("TeamCo").

TeamCo owns the National Basketball Association franchise currently known as the Sacramento Kings (the "Team").

The City and HoldCo approved the non-binding Sacramento Entertainment and Sports Center Term Sheet dated March 23, 2013, (the "Term Sheet") as subsequently amended, setting forth the Parties' desires and intentions regarding (i) the development of a proposed entertainment and sports center (the "Arena") on the land located in downtown Sacramento between 3rd and 7th Streets and J and L Streets (the "Downtown Plaza") that will serve as the Team's home and be used to host the Team's home games, and will also host family shows, concerts, community-oriented events, and other sporting and entertainment events; (ii) the ownership, financing, design, development, construction, occupancy, use, maintenance, and operation of the Arena (the "Arena Project"); (iii) the redevelopment of the Downtown Plaza by HoldCo or its affiliates; and (iv) certain other matters.

Concurrently herewith, the Parties are entering into additional project agreements that will govern the ownership, financing, design, development, construction, occupancy, use, maintenance, and operation of the Arena ("Project Agreements"). The Project Agreements include, without limitation, that certain Arena Management, Operations, and Lease Agreement, between the City and ArenaCo, pursuant to which the City is leasing the Arena and Arena Land to ArenaCo and ArenaCo is agreeing to operate, maintain, and repair the Arena (the "Arena Agreement").

As of the Effective Date (defined below), the City, as lead agency for the Arena Project, has certified the Final Environmental Impact Report ("EIR") related to the selection of the Arena Project as the preferred alternative and has approved the Arena Project.

As contemplated by the Term Sheet, the Parties desire to enter into this Lease to memorialize certain of their rights and obligations regarding new digital billboards. City desires to permit ArenaCo to develop up to six new billboards in consideration for ArenaCo's contributions to the Arena Project consistent with the eligibility requirements set forth in section 15.148.965 of the Sacramento City Code. ArenaCo desires to lease up to six parcels from the City for the purpose of installing, operating, and maintaining digital billboards.

Accordingly, the City and ArenaCo desire to enter into this master lease for the City-owned parcels identified in Exhibit A to this lease. This lease concerns the digital billboards that ArenaCo will install, operate, and maintain on the City-owned parcels identified in Exhibit A.

With these background facts in mind, the City and ArenaCo agree as follows:

- 1. Definitions.** This section defines the terms “Business Day,” “Caltrans,” “Caltrans Permits,” “City Permits,” “Commencement Date,” “Digital Billboard,” “Effective Date,” “Hazardous Substances,” “Include,” “Lease Year,” “Message Center,” “Operational,” “Premises,” “Sign Structure,” and “Term.” Other terms are defined elsewhere in this lease.
 - (a) “Business Day” means any day the City’s main offices located at 915 I Street, Sacramento, California, are open to the public.
 - (b) “Caltrans” means the California Department of Transportation.
 - (c) “Caltrans Permits” means all permits and approvals that ArenaCo must obtain from Caltrans to install, operate, and maintain a Digital Billboard in accordance with this lease.
 - (d) “City Permits” means all building permits, zoning amendments, relocation agreements, and other permits, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for ArenaCo to install, operate, and maintain a Digital Billboard in accordance with this lease.
 - (e) “Commencement Date” means the date as of which both of the following have occurred: (1) the City has finally approved the Plans (defined in Section 6(a)), and (2) ArenaCo has received all necessary governmental permits and approvals for a Digital Billboard, including the Caltrans Permits and the City Permits.
 - (f) “Digital Billboard” means a single or two-sided outdoor-advertising sign that ArenaCo will install and operate on the Premises in accordance with the criteria set forth in Exhibit B to this lease. A Digital Billboard consists of a Message Center and a Sign Structure.
 - (g) “Effective Date” means the date as of which both the following events have occurred: (1) both the City and ArenaCo have signed this lease, as indicated by the dates in the signature blocks below; and (2) an ordinance adopted by the Sacramento City Council that authorizes the lease of the Digital Billboards by the City has taken effect.
 - (h) “Hazardous Substances” means any material or substance identified in Exhibit C to this lease.

- (i) "Include" and its variants are not restrictive. For example, "includes" means "includes but not limited to," and "including" means "including but not limited to."
- (j) "Lease Year" means one of the consecutive 12-month periods during the Term. The first Lease Year begins on the Effective Date.
- (k) "Message Center" means the portion of a Digital Billboard that consists of back-to-back digital (LED) display areas used for general commercial advertising, with each of the two areas measuring 14 feet high and 48 feet wide. The Message Center is more particularly described in Exhibit B.
- (l) "Operational" means a Digital Billboard is capable, legally and functionally, of displaying advertising on the Message Center.
- (m) "Premises" means the City-owned real property described and depicted in Exhibit A.
- (n) "Sign Structure" means the portion of a Digital Billboard other than the Message Center, and it includes all ancillary equipment and utilities installed on the Premises. The Sign Structure is more particularly described in Exhibit B.
- (o) "Term" shall be as defined in 3(a) below.

2. **Lease of Premises.** The City hereby leases the Premises to ArenaCo, and ArenaCo hereby leases the Premises from the City, on the terms and conditions set forth in this Lease.

3. **Term of Lease.**

- (a) **Term.** The "**Term**" of this Lease shall begin on the Effective Date and shall be coterminous with the Term (as defined in the Arena Agreement) set forth in the Arena Agreement, including all extensions thereof. Notwithstanding anything in this Lease to the contrary, the effectiveness of this Lease shall be conditioned upon the NBA's approval of the Team Agreement and the Arena Agreement (as defined in the Arena Agreement), which approval is required for the effectiveness of both such agreements pursuant to the terms thereof.
- (b) **Expiration of Lease and Holding Over.** This Lease expires automatically at the end of the Term. Any holding over after expiration will not constitute a renewal of this Lease but will be on a month-to-month tenancy on the same terms and conditions that applied at expiration.

4. **Consideration.** Pursuant to the Arena Finance, Escrow, and Disbursement Agreement, one of the Project Agreements, ArenaCo is contributing significant resources to the Arena Project. These contributions satisfy the eligibility requirements under City Code section

15.148.965 and such contribution shall replace in full any rents or other consideration the City would otherwise be entitled to for the rights and benefits ArenaCo enjoys under this Lease, including the use and occupancy of the Premises during the Term.

5. Use of Premises.

- (a) *Alternate Premises.* Subject to Section 6(a) below, should a Digital Billboard on the Premises be denied a permit by CalTrans or City pursuant to Section 6(b) or (c) below following application by ArenaCo, or should ArenaCo choose an alternate site, or be required to relocate any Digital Billboard pursuant to Section 5(c)(2) below, City staff shall attempt to locate alternative replacement City-owned premises acceptable to ArenaCo in its reasonable discretion. The Sacramento City Council shall maintain sole discretion to approve or deny the alternative City-owned premises. If approved by the City Council, Exhibit A shall be updated to include the alternative City-owned premises. Further, ArenaCo may from time to time request a relocation of any of the sites (prior to development thereof) listed in Exhibit A to other City-owned property, provided that any such voluntary relocation shall be subject to the City's approval.

Upon any such relocation, addition of a new site or selection of a new site, the parties shall update Exhibit A and Exhibit E (as applicable) by an amendment to this Lease if approved by the Sacramento City Council; provided that failure to do so shall not invalidate ArenaCo's right to up to six Digital Billboards hereunder. Notwithstanding anything in this lease to the contrary, ArenaCo may only request additional sites within five years of the Effective Date.

- (b) *Condition of Premises.* The City makes no representations or warranties of any kind, express or implied, written or oral, about any of the following: the physical condition of the Premises; the suitability of the Premises for ArenaCo's anticipated use; any limitations on ArenaCo's use of the Premises, including limitations arising from zoning laws, environmental laws, or other laws, regulations, or governmental requirements; the costs of conducting ArenaCo's business on the Premises; or the condition of the soils or ground waters of the Premises. By taking possession of the Premises, **ArenaCo accepts the Premises "as is"** and acknowledges that the Premises are satisfactory for ArenaCo's purposes. ArenaCo has ascertained the condition of the Premises through its own independent investigation and has relied solely on that independent investigation when entering into this Lease.

- (c) *Permitted Uses.* Except as otherwise provided in Section 6(k), ArenaCo has the exclusive right to display outdoor advertising on the Premises. The City shall not authorize any other off-site outdoor advertising on the Premises. In addition, the City shall not authorize any off-site outdoor advertising on any other City-owned or City-controlled property if the outdoor advertising would be within 1,000 feet of a Digital Billboard. ArenaCo's exclusive right to conduct outdoor advertising on the Premises includes the following:

- (1) Installing, operating, maintaining, repairing, improving, and (with the City's consent) repositioning a Digital Billboard during the Term, and removing a Digital Billboard on or from the Premises when this lease terminates.
- (2) All rights of ingress and egress over the Premises that ArenaCo needs to access a Digital Billboard.
- (3) Licensing the use of a Digital Billboard, or any portion of it, for any lawful purpose related to outdoor advertising, except that ArenaCo may not install non-digital signs on a Digital Billboard without the City's prior consent, which the City may withhold or condition in its sole discretion.

(d) Prohibited Uses.

- (1) Hazardous Substances. ArenaCo shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the Premises, except as follows: ArenaCo may use Hazardous Substances that ArenaCo needs to install, operate, maintain, repair, improve, reposition, or remove a Digital Billboard in accordance with this lease if the City has consented in writing before the Hazardous Substances are brought on the Premises. Within 10 days after receiving the City's written request, ArenaCo shall disclose in writing all Hazardous Substances then being used on the Premises, the purpose and duration of the use, and the manner of storage and disposal.
- (2) Unlawful Activities. ArenaCo shall not use or permit the Premises to be used in any way that violates this lease or any valid and applicable statute, ordinance, regulation, rule, or order of any federal, state, or local governmental entity (including the City). ArenaCo shall not maintain or commit, or permit the maintenance or commission of, any public or private nuisance as defined by any law applicable to the Premises on or after the Effective Date. ArenaCo hereby waives any rights to compensation it may have if a court finds that a Digital Billboard constitutes a public or private nuisance under any valid and applicable federal, state, or local law and for that reason orders ArenaCo to remove or modify a Digital Billboard or to limit the operation of the Message Center. This waiver will not apply if the court's finding of nuisance is in an action brought by the City under a City ordinance. If ArenaCo is required to remove a Digital Billboard as a result of a court's decision that any particular Digital Billboard is unlawful or a nuisance, ArenaCo shall be entitled to relocate such Digital Billboard as provided in Section 5(a) hereof.
- (3) Encumbrances. ArenaCo shall not encumber the Premises or any part of the Premises, for any purpose, without the City's prior written consent, which the City may withhold for any reason. ArenaCo shall keep the Premises free of all liens and other encumbrances other than those, if any, to which the City consents.

(e) *Unobstructed Use.*

- (1) The City shall not allow either of the following (each, an “**Obstruction**”):
 - (A) On the Premises: any structure, tree, or vegetation that obstructs the view of the Message Center from the freeway or highway adjacent to the Premises.
 - (B) On any City-owned or City-controlled real property in the immediate vicinity of the Premises: any structure, tree, or vegetation that is within 1,000 feet of a Digital Billboard and obstructs the view of the Message Center from the freeway or highway adjacent to the Premises.
- (2) If ArenaCo notifies the City in writing that an Obstruction exists, and if the City authorized or actively caused the Obstruction, then the City shall remove or remedy the Obstruction at its own cost within 15 days after receiving the notice. If the City fails to remove the Obstruction within 15 days after receiving the notice, then ArenaCo may remove the Obstruction at the City’s expense after coordinating with the appropriate department of the City.
- (3) If ArenaCo notifies the City in writing that an Obstruction exists, and if the City did not authorize or actively cause the Obstruction, then the City may remove or remedy the Obstruction at its own cost within 15 days after receiving the notice. If the City does not remove or remedy the Obstruction within the 15 days, then, at no cost to the City, and after coordinating with the appropriate department of the City, ArenaCo may remove the Obstruction described in the notice.
- (4) ArenaCo’s exercise of its rights under this Section 5(d) is in addition to any other remedies it may have under this Lease.

6. **Installation and Operation of Digital Billboard.** City acknowledges that ArenaCo has the right to develop up to six Digital Billboards, consisting of one Digital Billboard on each of the Premises, subject to all local, state, and federal requirements. ArenaCo may develop these signs at any time during the Term of this Lease. ArenaCo shall install and operate each Digital Billboard on the Premises in accordance with this Section 6 and consistent with Section 5, all at no cost to the City.

- (a) *Plans, Specifications and Location.* At no cost to the City, ArenaCo shall prepare complete plans and specifications for each Digital Billboard, working closely with the City to develop plans and specifications that are mutually acceptable (the “**Plans**”). ArenaCo shall also consult with the City to determine the precise portion of the Premises that will be used for each Digital Billboard. ArenaCo shall submit the Plans to the City for final approval, which the City shall not unreasonably withhold. ArenaCo may phase the timing of its applications and submission of Plans for any or all of up to six sites at its discretion,

provided, however, that ArenaCo may only request additional sites within five years of the Effective Date.

- (b) *Caltrans Permits.* As soon as practicable after the Effective Date, ArenaCo shall apply to Caltrans for all Caltrans Permits, and the City shall cooperate with ArenaCo in that effort, all at no cost to the City. All Caltrans Permits are to be obtained and secured for ArenaCo's sole benefit and are to be issued in ArenaCo's name or, if that is not possible, in the City's name on ArenaCo's behalf and for ArenaCo's sole benefit. ArenaCo shall perform all obligations under the Caltrans Permits at no cost to the City. To the extent CalTrans denies or prohibits a Digital Billboard location identified in Exhibit A, City shall work collaboratively with ArenaCo to process and approve alternative subsequent location(s), subject to City retaining its full discretion under subsection 6(c) of this Lease, and as otherwise required under the law.
- (c) *City Permits.* The City shall diligently process ArenaCo's applications for all City Permits and any subsequent applications to permit, develop, or erect any of up to six digital billboards following approval of this Lease and certification of the EIR, including but not limited to, any rezones, leases, ordinance changes, building permits, or other such entitlements, subject to the terms of this Lease. This Lease does not commit the City in advance to approve the City Permits or subsequent approvals; and this Lease does not constrain the City's discretion, acting as a government, with respect to the City Permits or subsequent approvals specifically or to a Digital Billboard generally.
- (d) *Installation.* Once ArenaCo begins installing a Digital Billboard, it shall diligently pursue installation to completion without unnecessary interruption. ArenaCo will be excused, however, for any delays in beginning or completing installation that are caused by a Force Majeure Event, as defined in Section 12(e)(1). ArenaCo shall use reasonable diligence to avoid such delays and to resume work as promptly as possible after such a delay.
- (e) *Ownership.* ArenaCo will be the owner of each Digital Billboard and all permits and authorizations that relate to it, including the City Permits and the Caltrans Permits.
- (f) *Security Fences.* Before beginning installation of a Digital Billboard, ArenaCo shall enclose with a temporary security fence the portion of the Premises ArenaCo needs to install, operate, maintain, and repair the Digital Billboard. ArenaCo shall maintain the temporary security fence until ArenaCo replaces it with a permanent security fence that circumscribes an area coextensive with the area the temporary fence circumscribed. ArenaCo shall install the permanent security fence around the Digital Billboard at the beginning of its operation and maintain that fence until the end of the Term. ArenaCo shall install and maintain the temporary and permanent fences at no cost to the City and shall consult with the City on each fence's location and design.

(g) *Maintenance.* At no cost to the City, ArenaCo shall maintain the Premises and shall maintain, repair, and improve each Digital Billboard in accordance with the highest standards of the outdoor-advertising industry. ArenaCo's maintenance obligation under this Section 6(g) includes the obligation to remove promptly any graffiti from the Premises and the Digital Billboard. ArenaCo's obligation to improve the Digital Billboard under this Section 6(g) includes the obligation to replace the entire Message Center every ten years. The City is not obligated to maintain the Premises or to maintain or repair the Digital Billboard. If, however, ArenaCo does not maintain the Premises, then the City may notify ArenaCo in accordance with Section 12(c) that the City will perform the maintenance described in the notice if ArenaCo does not begin to do so within 15 Business Days. If ArenaCo does not begin to perform the needed maintenance within 15 Business Days after the notice is given, then the City may perform the maintenance described in the notice, and ArenaCo shall reimburse the City's costs.

(h) *Insured Damage or Destruction.* This Lease will continue in full effect if a Digital Billboard is damaged or destroyed in whole or part by any cause covered by the fire-and-casualty insurance ArenaCo is required to maintain under Section 11(a)(3), subject to the following:

- (1) ArenaCo shall repair or replace the Digital Billboard at no cost to the City using the insurance proceeds ArenaCo receives or is entitled to receive under the fire-and-casualty policy. ArenaCo shall promptly apply for, and diligently pursue the issuance of, any permits or approvals it needs to repair or replace the Digital Billboard. Within 30 days after obtaining the necessary permits and approvals, ArenaCo shall begin work to repair or replace the Digital Billboard. ArenaCo shall complete the work within 180 days after the work begins and shall pay any costs that exceed the available insurance proceeds.
- (2) ArenaCo may elect not to repair or replace the Digital Billboard if—
 - (A) the cost to repair or replace it exceeds 60% of its fair-market value immediately before it is damaged or destroyed; and
 - (B) the damage or destruction occurs during the last three years of the Term.
- (3) If ArenaCo elects, under Section 6(h)(2), not to repair or replace the Digital Billboard, then ArenaCo shall—
 - (A) notify the City in writing of its election;
 - (B) use the insurance proceeds ArenaCo receives for the damage or destruction to remove the Digital Billboard and restore the Premises in accordance with Section 6(l); and

- (C) pay to the City half of the insurance proceeds that remain after ArenaCo has performed under Section 6(h)(3)(B), and this Lease will terminate with regard to the Premises for such Digital Billboard when those proceeds are so paid.
- (i) *Uninsured Damage.* If a Digital Billboard is damaged by any cause not covered by the fire-and-casualty insurance ArenaCo is required to maintain under Section 11(a)(3), then this Lease will continue in full effect only if:
- (1) ArenaCo shall promptly apply for, and diligently pursue the issuance of, any permits or approvals it needs to repair the damage to a Digital Billboard.
 - (2) As soon as reasonably practicable after obtaining the necessary permits and approvals, ArenaCo shall repair the damage at no cost to the City.
- (j) *Utilities.* At no cost to the City, ArenaCo shall provide and pay for all utility connections, utility equipment, and utility service required to install, operate, maintain, repair, improve, or reposition each Digital Billboard throughout the Term. ArenaCo shall coordinate with the City and the Sacramento Municipal Utility District (“SMUD”) for utility tie-ins and electrical power sources that ArenaCo may need to operate a Digital Billboard.
- (k) *Advertising Rights.* During the Term, ArenaCo will have the exclusive right to enter into agreements for advertising on each Digital Billboard, subject to the following:
- (1) *Operation of the Message Center.* In operating each Message Center, ArenaCo shall conform to all valid and applicable laws and regulations, including laws and regulations pertaining to outdoor advertising. ArenaCo shall not display any message that in the judgment of the City Manager or the City Manager’s designee—
 - (A) is false, misleading, or deceptive;
 - (B) promotes the sale or use of tobacco products, or medical marijuana, whether directly or indirectly; signs promoting the sale of alcoholic beverages shall be permitted to the extent permitted by law;
 - (C) depicts violence or anti-social behavior or relates to illegal activity;
 - (D) contains “obscene matter,” as that term is defined in California Penal Code section 311 on the Effective Date, or promotes adult entertainment;
 - (E) promotes or opposes a candidate for public office or promotes or opposes a ballot measure;

- (F) holds a person or group of persons up to public ridicule, derision, or embarrassment, or defames a person or group of persons; or
- (G) contains language that is obscene, vulgar, profane, or scatological, or that presents a clear-and-present danger of causing riot, disorder, or other imminent threat to public safety, peace, or order.
- (2) *Amber Alerts and Public-Service Messages.* ArenaCo shall make each Message Center available to Caltrans for the purpose of displaying “Amber Alert” messages in accordance with the Amber Alert Guidelines set forth in Exhibit D to this Lease. In addition, ArenaCo shall make the Message Center available to Caltrans, to the City, and to other government agencies without cost, on a time-available basis determined by ArenaCo, for the purpose of displaying public-service messages (e.g., reports of commute times, drunk-driving-awareness messages, reports of serious accidents, emergency-disaster communications).
- (3) *City Messages.* At the request of the City Manager or the City Manager’s designee, ArenaCo shall make the Message Center available to the City, on a time-available basis determined by ArenaCo. Priority for City messaging shall be focused first on the City Council districts in which the signs are located.
- (l) *Removal of Digital Billboard.* When the Term ends, whether it expires as scheduled or is terminated early, ArenaCo shall promptly apply for, and diligently pursue the issuance of, at no cost to the City, any permits or approvals it needs to remove the Digital Billboards. Within 120 days after obtaining the necessary permits and approvals, ArenaCo shall remove the Digital Billboards from the Premises and restore the Premises to their pre-lease condition, all at no cost to the City, except that ArenaCo is not obligated to remove the below-ground elements of the Sign Structures.
- (m) *Compliance with Laws; Waiver of Compensation.* During the Term and while removing a Digital Billboard after the Term in accordance with Section 6(l), ArenaCo shall do the following at no cost to the City: comply with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern the Premises or the Digital Billboards and are enacted or issued by any federal, state, or local governmental entity with jurisdiction over the Premises or the Digital Billboard (including the City) whether enacted or issued before, on, or after the Effective Date.
- (n) *Compliance with Mitigation-Monitoring Program.* During the Term and while removing each Digital Billboard after the Term in accordance with Section 6(l), ArenaCo shall comply with the Mitigation Monitoring Program set forth in the EIR and attached as Exhibit E to this Lease. ArenaCo’s compliance with the Mitigation Monitoring Program is a material term of this Lease. To the extent (pursuant to the rights set forth in this Lease) alternative sites are utilized which require subsequent environmental review, the City shall retain its full discretion to undertake such review under the law, and following any

such approval any subsequently adopted mitigation measures shall be attached to Exhibit E.

7. Early Termination.

- (a) *City's Termination Rights.* Without prejudice to its other remedies at law or in equity, the City may terminate this Lease, at any time and in its sole discretion, effective 30 Business Days after the City gives ArenaCo written notice of termination, if ArenaCo breaches its obligation to perform in accordance with any material provision of this Lease and (A) does not cure the breach within 30 Business Days after the City serves it with a written notice of breach or, if the breach cannot reasonably be cured within 30 Business Days; or (B) does not begin work on a cure within 30 Business Days after the City serves it with a written notice of breach and diligently pursue the cure to completion within 90 days after work begins. The express designation in this Lease of a provision as "material" does not imply that other provisions are not material. Notwithstanding the foregoing, a termination of ArenaCo's rights pursuant to a default pertaining to a particular Premises shall only terminate ArenaCo's rights with respect to such Premises and shall reduce ArenaCo's total number of permitted Digital Billboards by one.
- (b) *ArenaCo's Termination Rights.* Without prejudice to its other remedies at law or in equity, including the right to seek just compensation under the laws of eminent domain as described in Section 9, ArenaCo may terminate this Lease with respect to any Digital Billboard and its related Premises, at any time and in its sole discretion, effective 30 days after ArenaCo gives the City written notice of termination. Notwithstanding the foregoing, a termination of ArenaCo's rights pursuant to a default pertaining to a particular Premises shall only terminate ArenaCo's rights with respect to such Premises and shall reduce ArenaCo's total number of permitted Digital Billboards by one.
- (c) *City's and ArenaCo's Additional Termination Rights.* Without prejudice to their other remedies at law or in equity, either party may terminate this Lease if the other party (or, for ArenaCo, its parent company)—
 - (1) has an order for relief entered with respect to it, commences a voluntary case, or has an involuntary case filed against it under any applicable bankruptcy, insolvency, or other similar law then in effect, and the order or case is not stayed, withdrawn, or settled within 60 days after it is entered, commenced, or filed (11 U.S.C. § 365(e)(2)(A), as amended, or any successor statute); or
 - (2) files for reorganization, becomes insolvent, or has a receiver or other officer with similar powers appointed for its affairs in any court with jurisdiction, whether or not with its consent (unless dismissed, bonded, or discharged within 60 days after appointment).

8. **Taxes.** ArenaCo is responsible for and shall pay or otherwise discharge, without abatement or deduction, all taxes levied on, or related to, ArenaCo's outdoor-advertising activities on the Premises. This obligation includes payment of any—
- (a) sales or similar tax on ArenaCo's sale of advertising space on the Digital Billboards;
 - (b) possessory-interest tax related to this Lease or to ArenaCo's possession or use of the Premises; and
 - (c) real-property tax allocated to the Digital Billboards and personal-property tax levied on ArenaCo's personal property on the Premises.
 - (d) Notwithstanding anything to the contrary in this Lease, the transactions contemplated by this Lease shall be treated, for income tax purposes only, as provided in section 8 of the Comprehensive Agreement, which is one of the Project Agreements.
9. **Eminent Domain**
- (a) *Definitions.* The following definitions apply to this Section 9:
 - (1) “Condemning Entity” means any entity that by law may exercise the power of eminent domain to acquire possession of, and title to, any of the following: a Digital Billboard, the entire Premises, or an Essential Part of the Premises.
 - (2) “Essential Part of the Premises” means any portion of the Premises that is reasonably necessary for installing, operating, maintaining, repairing, or improving a Digital Billboard in accordance with this Lease.
 - (b) *Termination Events.* This Lease will terminate with respect to a Digital Billboard if a Condemning Entity acquires a Digital Billboard, the entire Premises related to such Digital Billboard, or an Essential Part of such Premises—
 - (1) by using the power of eminent domain; or
 - (2) through negotiations under the threat of using the power of eminent domain.
 - (c) *Termination Date; Rent Refund; Caltrans Permits.* Termination under this Section 9 will occur on the date the Condemning Entity obtains possession of, or title to, a Digital Billboard, the entire Premises relating to that Digital Billboard, or the Essential Part of the Premises, whichever occurs first. Within 15 Business Days after the termination date, the City shall relinquish any interest it may have in the applicable Caltrans Permits and execute any documents needed to confirm that ArenaCo is the sole owner of the applicable Caltrans Permits.

(d) *Compensation.* If termination occurs under this Section 9, then ArenaCo and the City may each independently seek to recover from the Condemning Entity all compensation and other remedies provided by law for the interests taken from them. But the City may not seek or recover compensation for ArenaCo's lost interests, and ArenaCo may not seek or recover compensation for the City's lost interests. Without limiting the preceding, ArenaCo may seek to recover some or all of the following from the Condemning Entity:

- (1) compensation for its lost advertising income, for the value of the Digital Billboard, for lost goodwill, and for its interest in this Lease; and
- (2) financial assistance for relocating the Digital Billboard.

10. **Indemnification.**

(a) *Definitions.* The following definitions apply to this Section 10:

- (1) "Person" is to be interpreted broadly. It includes not just third persons but also ArenaCo and ArenaCo's directors, officers, employees, contractors, and agents; and the City and the City's elected officials, officers, employees, contractors, and agents.
- (2) "Liabilities" means all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) that arise directly or indirectly from ArenaCo's possession or use of the Premises.
- (3) "Occurrence" means (A) the death of, or injury to, any Person; and (B) damage to, or destruction of, any real property, personal property (including intellectual property), or the environment (broadly interpreted to include the air, soil, soil vapor, surface water, groundwater, flora, and fauna on or about the Premises).
- (4) "Secured Area" means the portion of the Premises enclosed by the permanent security fence that ArenaCo erects around a Digital Billboard in accordance with Section 6(f).

(b) *General Indemnity.* ArenaCo shall indemnify, defend (with attorneys reasonably acceptable to the City), protect, and hold the City and the City's property (including the Premises) harmless from and against all Liabilities that arise directly or indirectly from ArenaCo's possession or use of the Premises. ArenaCo is obligated under this Section 10(b) even if the City or the City's elected officials, officers, employees, contractors, or agents reviewed, accepted, or approved the work, materials, or activities from which the Liabilities arise. But ArenaCo is not obligated under this Section 10(b) to the extent the

Liabilities are caused by the active negligence or willful misconduct of the City or the City's elected officials, officers, employees, contractors, or agents. ArenaCo's obligation under this Section 10(b) includes Liabilities arising from any of the following:

- (1) Any Occurrence on the Premises and outside a Secured Area, but only to the extent caused by ArenaCo's acts or omissions.
- (2) Any Occurrence inside a Secured Area.
- (3) Any Occurrence that is in any way connected with any of ArenaCo's personal property on the Premises.
- (4) Any Occurrence caused or allegedly caused by (A) any condition of the Premises created by ArenaCo or by any Person on the Premises with ArenaCo's permission; or (B) some act or omission on the Premises by ArenaCo or by any Person on the Premises with ArenaCo's permission.
- (5) Any Occurrence caused by, or related in any way to, work or activities performed on the Premises or materials furnished to the Premises at the request of ArenaCo or any person or entity acting for ArenaCo or with ArenaCo's permission.
- (6) Any Occurrence that is caused by, or related in any way to, a verbal or non-verbal display on the Message Center.
- (7) ArenaCo's failure to perform any provision of this Lease, to comply with any requirement of law applicable to ArenaCo, or to fulfill any requirement imposed by any governmental entity (including the City when acting as a government) on ArenaCo or on ArenaCo's use of the Premises.

(c) *Hazardous Substances.* ArenaCo shall indemnify, defend (with attorneys reasonably acceptable to the City), protect, and hold harmless the City; the City's elected officials, officers, employees, and agents; and the City's property (including the Premises) from and against all Liabilities that arise directly or indirectly from either of the following:

- (1) The possession, use, generation, transportation, release, threatened release, handling, storage, or disposal by ArenaCo or ArenaCo's contractors of any Hazardous Substance on or under the Premises during the Term or during ArenaCo's removal of a Digital Billboard in accordance with Section 6(l).
- (2) The possession, use, generation, transportation, release, threatened release, handling, storage, or disposal by anyone other than the City or the City's elected officials, officers, employees, contractors, or agents of any Hazardous Substance on or under the Secured Area during the Term or during ArenaCo's removal of a Digital Billboard in accordance with Section 6(l). ArenaCo is not obligated under this

Section 10(c) for any Hazardous Substance that existed on or under the Premises on or before the Effective Date unless ArenaCo's intentional, negligent, or willful misconduct causes or exacerbates a release of the Hazardous Substance.

- (d) *Legal Challenges.* ArenaCo shall indemnify, defend (with attorneys reasonably acceptable to the City), protect, and hold harmless the City and the City's elected officials, officers, and employees in any litigation (including litigation based on the California Environmental Quality Act) brought to challenge the validity of this Lease, the validity of the City Permits or the Caltrans Permits, or the validity of the City ordinances that authorize the installation and operation of the Digital Billboards on the Premises. ArenaCo's obligation to indemnify under this Section 10(d) includes liability for attorneys' fees awarded to a party who successfully challenges the validity of this Lease, of the City Permits or the Caltrans Permits, or of any authorizing ordinance.

- (e) *Survival.* ArenaCo's obligations under this Section 10 will survive this Lease.

11. Insurance.

- (a) *Types of Policies.* During the Term and during ArenaCo's removal of each Digital Billboard in accordance with Section 6(l), at no cost to the City, ArenaCo shall procure and maintain the following insurance policies covering ArenaCo's possession and use of the Premises:
- (1) A policy of comprehensive general-liability insurance providing coverage at least as broad as that provided by ISO Form CG 00 01. This policy must—
- (A) be issued on an occurrence basis;
 - (B) include coverage for premises, operations, products and completed operations, advertising injury, and contractual liability;
 - (C) have a combined single limit of at least \$1,000,000 for each occurrence;
 - (D) include a fire legal-liability limit of \$50,000 for each occurrence; and
 - (E) name the City and the City's elected officials, officers, employees, and agents as additional insureds with regard to general liability arising out of activities performed by ArenaCo or on ArenaCo's behalf, including coverage for products-and-completed operations and for property ArenaCo owns, leases, or uses (including the Premises and the Digital Billboards).
- (2) A policy of automobile-liability insurance providing coverage at least as broad as that provided by ISO Form CA 00 01. This policy must (A) have a combined single

limit of at least \$1,000,000 for each occurrence; and (B) cover owned, non-owned, and hired vehicles.

- (3) A policy of fire-and-casualty insurance that insures each Digital Billboard for its full replacement value against damage or destruction by fire or by any of the perils commonly covered under the standard extended-coverage endorsement to fire-insurance policies issued on real property in Sacramento County. In addition, during installation of a Digital Billboard, the policy must include coverage for course of construction, vandalism, and malicious mischief and must insure the Digital Billboard and all materials delivered to the Premises for their full insurable value. ArenaCo shall apply the insurance proceeds paid under this policy to the cost of repairing and restoring the Digital Billboard as required by, and except as otherwise provided in, Section 6(h).
 - (4) A policy of workers-compensation insurance with limits at least equal to those required by California law and including employer-liability insurance with a limit of at least \$1,000,000. This policy must include a waiver of subrogation against the City. As an alternative to this policy, and subject to approval by the City's Risk Management Department, ArenaCo may provide the City with a copy of ArenaCo's Certificate of Consent to Self Insure from the California Department of Industrial Relations and a certificate showing ArenaCo's excess-insurance limits and self-insured retentions.
- (b) *Insurer Qualifications.* Each policy must be issued by an insurer the California Department of Insurance has authorized to transact business in California in the relevant line of insurance, and the insurer must have a rating of at least "A" by A.M. Best Company or a rating the City's Risk Management Department determines to be substantially equivalent.
- (c) *Certificates of Insurance.* Within 10 days after the Effective Date, and afterward upon request, ArenaCo shall provide the City with certificates of insurance, signed by authorized representatives of the insurers, confirming that ArenaCo has procured and is maintaining the insurance policies required by this Section 11. Upon request at any time, ArenaCo shall provide the City with a copy of each policy, including all endorsements.
- (d) *Notice.* Each of the policies must obligate the insurer to give the City at least 30 days' advance written notice before the policy is cancelled or materially changed.
- (e) *Other Requirements.* The general-liability and automobile-liability policies must each—
- (1) provide that ArenaCo's insurance coverage is primary insurance with respect to the City and the City's elected officials, officers, employees, and agents;

(2) provide that ArenaCo's insurance applies separately to each insured against whom a claim is made or a suit brought, except with respect to the applicable policy limits; and

(3) provide that the City's insurance and self-insurance are in excess of ArenaCo's insurance and will not contribute with it.

(f) *Quinquennial Review.* The City may revise these insurance requirements every five years if the City reasonably determines that revision is needed to conform the policy terms, conditions, and limits with then-current insurance-industry standards for structures and real property comparable to the Digital Billboard and the Premises. A revision will take effect 30 days after the City gives ArenaCo notice in accordance with Section 12(c).

(g) *No Limit on Indemnification.* Nothing in this Section 11 limits ArenaCo's obligations under Section 10.

12. **Miscellaneous.**

(a) *Assignments and Subleases.* A party may not assign or otherwise transfer this Lease or any interest in it, and this Lease is not assignable by operation of law, without the other party's prior written consent, which the other party shall not withhold, delay, or condition unreasonably. An assignment or transfer of this Lease does not occur, for purposes of this Section 12(a), if ArenaCo merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, or if ArenaCo sells any of its assets or stock. ArenaCo may not sublease the Premises or any part of the Premises, or the Digital Billboards or any part of the Digital Billboards, without the City's prior written consent, which the City may withhold or condition in its sole discretion. An assignment, transfer, or sublease made contrary to this Section 12(a) is void. Notwithstanding the foregoing, ArenaCo may assign its rights and obligations hereunder to any Affiliate as defined in the Project Agreements, and may pledge, mortgage, grant a security interest in, encumber, or collaterally assign its interest in this Agreement or the equity interests in ArenaCo to secure indebtedness for borrowed money of ArenaCo. Further, (i) all affiliates of ArenaCo and (ii) the holder of any Leasehold Mortgage (as defined in the Arena Agreement) or any pledge of ArenaCo's equity are each intended direct third party beneficiaries of this Agreement with the right of direct enforcement of the provisions set forth herein. The Parties agree that the provisions of Section 16 of the Arena Agreement (authorizing Leasehold Mortgages and Mezzanine Lenders and granting certain rights and protections to Leasehold Mortgagees and Mezzanine Lenders) are hereby incorporated by reference. Each Leasehold Mortgagee (as defined in the Arena Agreement) shall be entitled to all of the rights and protections set forth in the Arena Agreement with respect to this Agreement, including specifically Section 16.7 (notice and cure rights), as if such provisions were included in this Agreement.

- (b) *Successors and Assigns.* This Lease binds and inures to the benefit of the successors and assigns of the parties. This Section 12(b) does not constitute the City's consent to any assignment of this Lease or any interest in the Lease, or to any sublease of the Premises or any part of the Premises, or to any sublease of a Digital Billboard or any part of the Digital Billboards.
- (c) *Notices.* Any notice or other communication under this Lease must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 12(c) to the persons identified below. A mailed notice or other communication will be effective or will be considered to have been given on the third day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 12(c).

If to the City:

City of Sacramento
Community Development Department
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811
Attention:
Joy Patterson
City Zoning Administrator

If to ArenaCo:

John Rinehart, CFO
Sacramento Basketball Holdings LLC
One Sports Parkway
Sacramento, CA 95834

With copies to:

Mark Friedman, Owner
1530 J Street, Suite 200
Sacramento, CA 95814

Jeffrey K. Dorso, Esq.
Pioneer Law Group, LLP
1122 S Street
Sacramento, CA 95811

Katten Muchin Rosenman LLP
525 W. Monroe, Suite 1900
Chicago, Illinois 60661
Attention: Adam R. Klein

- (d) *The City's Right to Enter and Inspect the Premises.* The City and the City's elected officials, officers, employees, and agents may enter upon and inspect the Premises at any time to determine ArenaCo's compliance with this Lease.

- (e) *Force Majeure.*

- (1) “**Force Majeure Event**” means a cause of delay that is not the fault of the party who is required to perform under this Lease and is beyond that party’s reasonable control, including the elements (including floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism (including the results of such acts), war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- (2) Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either the City or ArenaCo is prevented or delayed because of a Force Majeure Event, then the time for performance will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.
- (3) This Section 12(e) does not excuse either party’s obligation to perform an act when performance is rendered difficult or impossible solely because of that party’s financial condition.
- (f) *Waiver of Breach.* A party’s failure to insist on strict performance of this Lease or to exercise any right or remedy upon the other party’s breach of this Lease will not constitute a waiver of the performance, right, or remedy. A party’s waiver of the other party’s breach of any provision in this Lease will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (g) *Relationship of the Parties.* This Lease does not create any relationship or association between the City and ArenaCo other than that of landlord and tenant. For example, and without limiting the previous sentence, this Lease does not create between the City and ArenaCo the relationship of principal and agent, nor does it create a partnership or joint venture.
- (h) *Attorney’s Fees.* The party prevailing in any litigation concerning this Lease, the Premises, or any improvements to the Premises (including the Digital Billboards) will be entitled to an award by the court of reasonable attorneys’ fees and litigation costs through final resolution on appeal in addition to any other relief that may be granted in the litigation. If the City is the prevailing party, then this Section 12(h) will apply whether the City is represented in the litigation by the Office of the City Attorney or by outside counsel.

- (i) *Severability.* If a court with jurisdiction holds any nonmaterial provision of this Lease to be invalid, void, or unenforceable, then the remaining provisions will remain in full force.
- (j) *Counterparts.* The parties may execute this Lease in counterparts, each of which will be considered an original, but all of which will constitute the same lease.
- (k) *Memorandum of Lease.* Either the City or ArenaCo may record with the Sacramento County Clerk/Recorder, using the form set forth as Exhibit F, a memorandum summarizing this Lease.
- (l) *Further Assurances.* Each party shall execute all additional documents or instruments and take all necessary action that either party reasonably considers necessary to carry out the proper purposes of this Lease.
- (m) *Time of Essence.* Time is of the essence of this Lease.
- (n) *Interpretation.* This Lease is to be interpreted and applied in accordance with California law without regard to conflict-of-laws principles, except that the rule of interpretation in California Civil Code section 1654 will not apply. Schedules 1 and 2 and Exhibits A, B, C, D, E, and F are part of this Lease.
- (o) *Integration and Modification.* This Lease, together with the related provisions of the Project Agreements, set forth the parties' entire understanding regarding the matters addressed. It supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by another written agreement signed by both parties.

(Signature Page Follows)

CITY OF SACRAMENTO

By: _____
Name: _____
Its: _____

Date: _____

Approved as to Form
Sacramento City Attorney

By: _____
City Attorney

**SACRAMENTO DOWNTOWN ARENA LLC, a
Delaware limited liability company**

**By: Sacramento Basketball Holdings, LLC, a
Delaware limited liability company, its sole
member**

By: _____
Name: _____
Its: _____

Date: _____

Approved as to Form
Pioneer Law Group LLC

By: _____
Jeffrey K. Dorso
Attorneys for Sacramento Downtown
Arena LLC

Exhibit A
Property Description

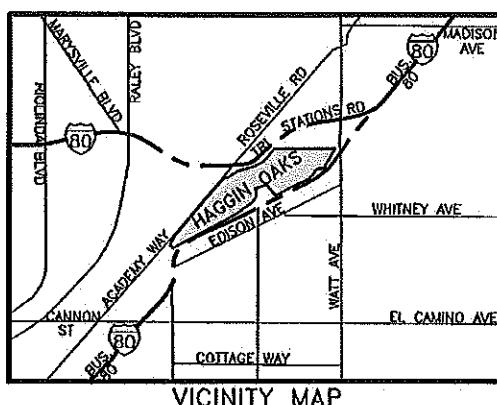


200' 100' 0 200'

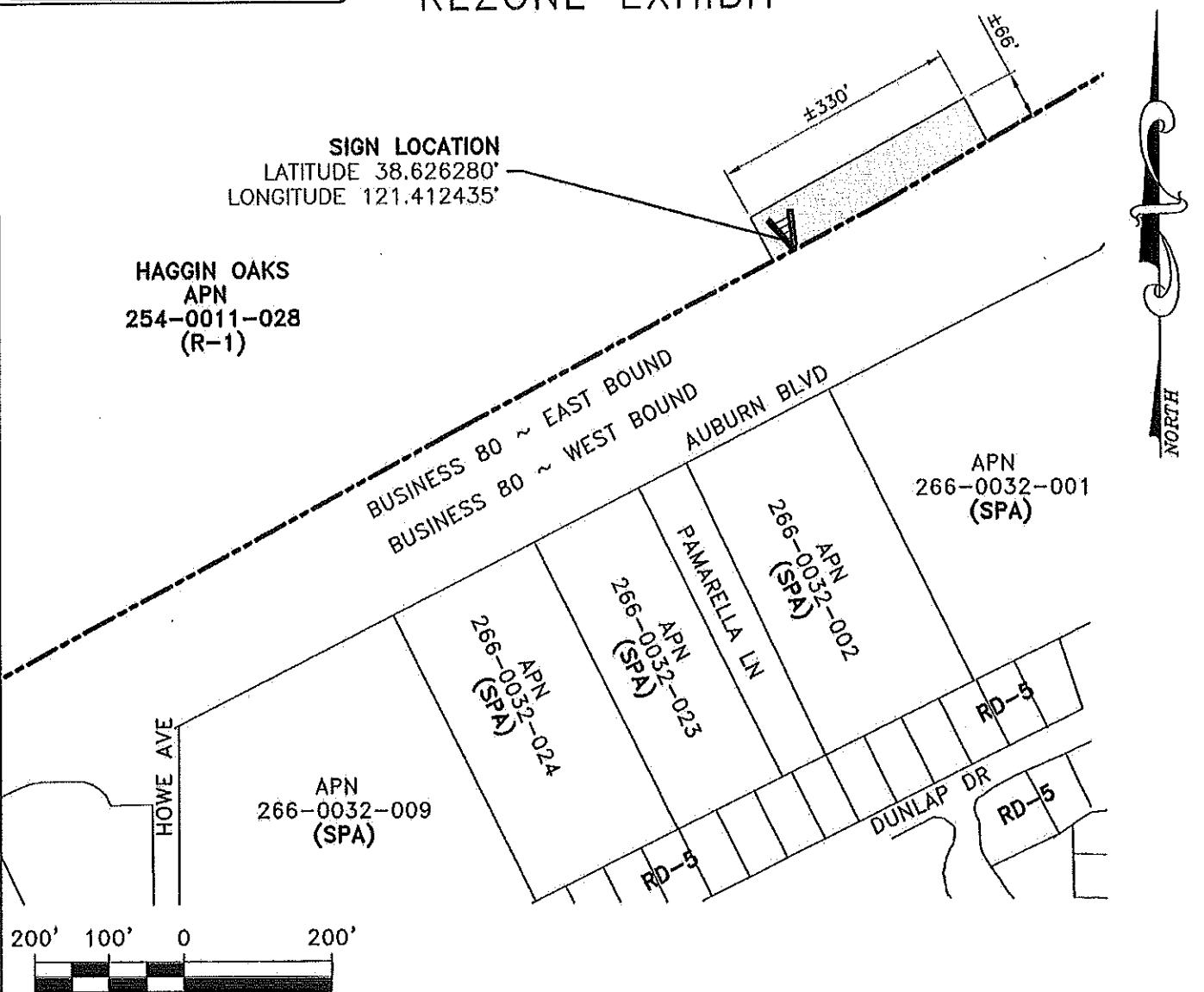
SITE DATA

ADDRESS: 3649 FULTON AVE, SACRAMENTO, CA.
 APN: 254-0011-028
 SIGN DESCRIPTION: DOUBLE FACE, 14' X 48',
 30' V

SITE PLAN



REZONE EXHIBIT



LEGEND

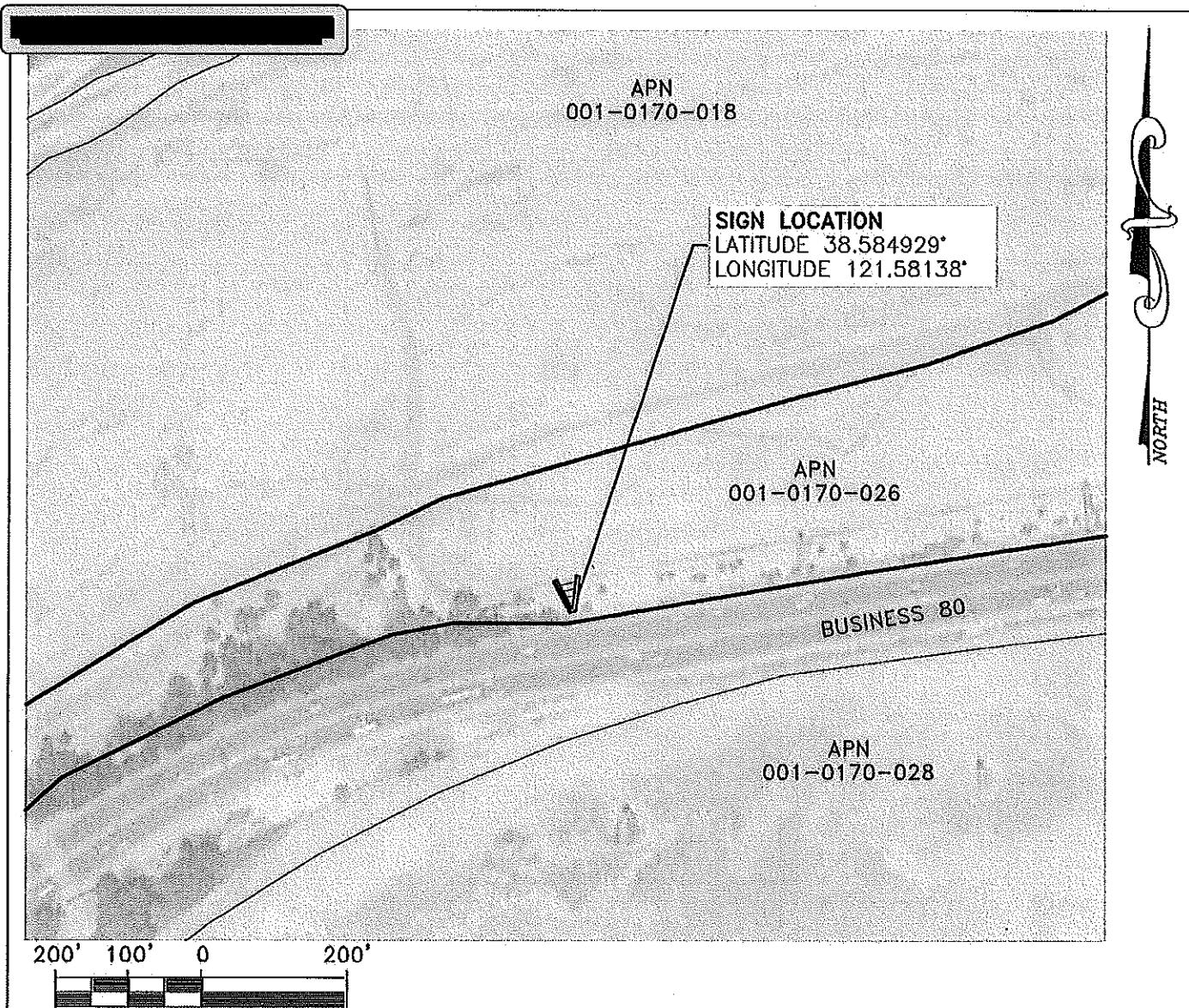
- () EXISTING ZONING DESIGNATION
- APPROXIMATE AREA OF ZONE CHANGE (± 0.1 ACRES)
- RD-5** RESIDENTIAL
- SPA** SPECIAL PLANNING AREA

SITE DATA

ADDRESS: 3649 FULTON AVE, SACRAMENTO, CA.
APN: 254-0011-028
SIGN DESCRIPTION: DOUBLE FACE, 14' X 48';
30' V

SUMMARY TABLE

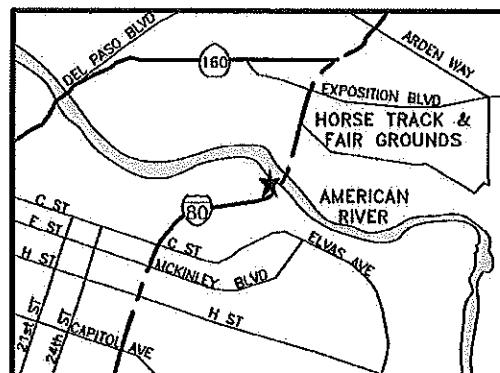
ZONING DESIGNATION	APN 254-0011-028		DIFFERENCE (ACRES)
	EXISTING	PROPOSED	
R-1	28.19	± 27.69	± 0.50
C-2	0	± 0.50	± 0.50
R-1 = SINGLE FAMILY C-2 = GENERAL COMMERCIAL			



SITE DATA

ADDRESS: 0 ELVAS FREEWAY, SACRAMENTO, CA.
 APN: 001-0170-026
 SIGN DESCRIPTION: DOUBLE FACE 14' X 48, 20' V
 40' OVERALL

SITE PLAN



REZONE EXHIBIT

APN
001-0170-018
(A-OS-PC)

SIGN LOCATION
LATITUDE 38.584929'
LONGITUDE 121.58138'

APN
001-0170-026
(A-OS-PC)

NORTH

BUSINESS 80

APN
001-0170-028
(M-2)

200' 100' 0 200'

LEGEND

- () EXISTING ZONING DESIGNATION
- APPROXIMATE AREA OF ZONE CHANGE (± 0.1 ACRES)
- M-2 HEAVY INDUSTRIAL

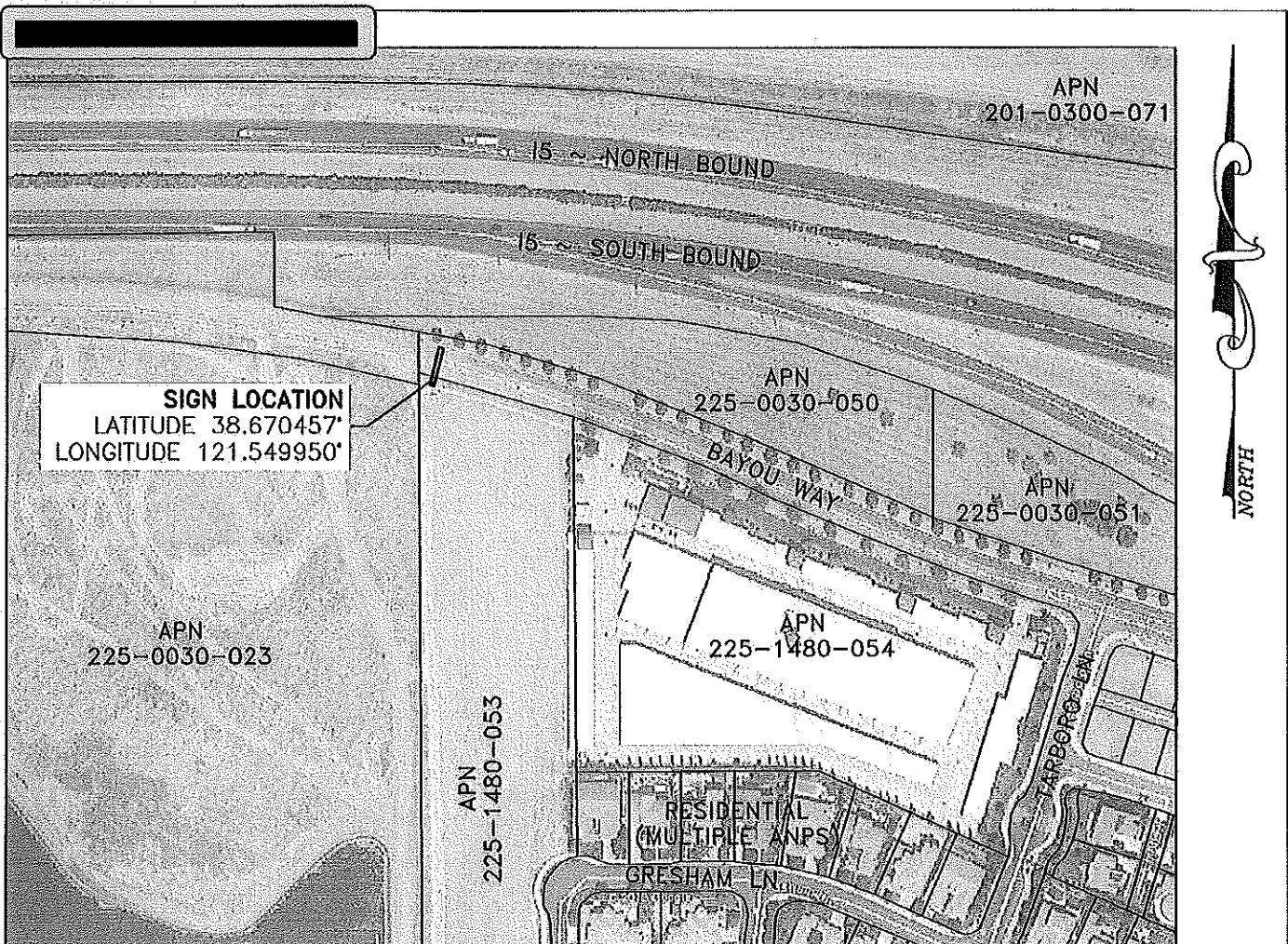
SITE DATA

ADDRESS: 0 ELVAS FREEWAY, SACRAMENTO, CA.
APN: 001-0170-026
SIGN DESCRIPTION: DOUBLE FACE 14' X 48, 20' V 40' OVERALL

SUMMARY TABLE

APN 001-0170-026			
ZONING DESIGNATION	ZONING AREA (ACRES) EXISTING	PROPOSED	DIFFERENCE (ACRES)
A-OS-PC	28.19	± 27.79	± 0.40
C2-PC	0	± 0.40	± 0.40

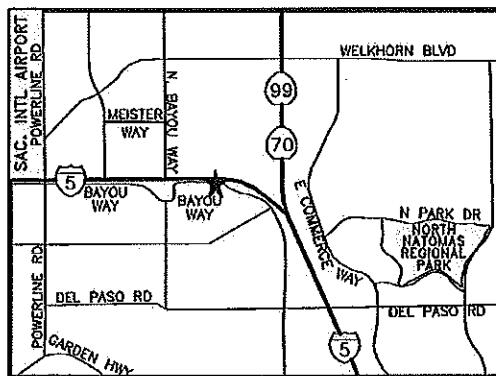
A-OS-PC = AGRICULTURAL OPEN SPACE PARKWAY CORRIDOR
C2-PC = GENERAL COMMERCIAL PARKWAY CORRIDOR



SITE DATA

ADDRESS: I-5 & BAYOUR RD, SACRAMENTO, CA.
APN 225-1480-053

SIGN DESCRIPTION: SINGLE FACE, 14' X 48', NO V
55' OVERALL



VICINITY MAP

SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & DIGI

I-5 AT BAYOU ROAD
SITE PLAN

REZONE EXHIBIT

APN
201-0300-071
(AG 80)

I5 ~ NORTH BOUND

I5 ~ SOUTH BOUND

SIGN LOCATION
LATITUDE 38.670457°
LONGITUDE 121.549950°

APN
225-0030-023
(AG 80)

APN
225-0030-050
(TC)

APN
225-0030-051
(TC)

APN
225-1480-054
(M-1S-PUD)

APN
225-1480-053
(A-OS-PUD)

(R-1A-PUD)

GRESHAM LN

TARBORO LN
(R-1A-PUD)

NORTH

200' 100' 0 200'

LEGEND

- () EXISTING ZONING DESIGNATION
- APPROXIMATE AREA OF ZONE CHANGE (± 0.1 ACRES)
- TC TRANSPORTATION CORRIDOR
- AG 80 AGRICULTURAL 80 ACRES
- (M-1S-PUD) LIGHT INDUSTRIAL - SITE IMPROVEMENTS/ PLANNED UNIT DEVELOPMENT
- (A-OS-PUD) AGRICULTURAL - OPEN SPACE/ PLANNED UNIT DEVELOPMENT
- (R-1A-PUD) SINGLE FAMILY ALTERNATIVE RESIDENTIAL 15 UNITS /ACRE/ PLANNED UNIT DEVELOPMENT

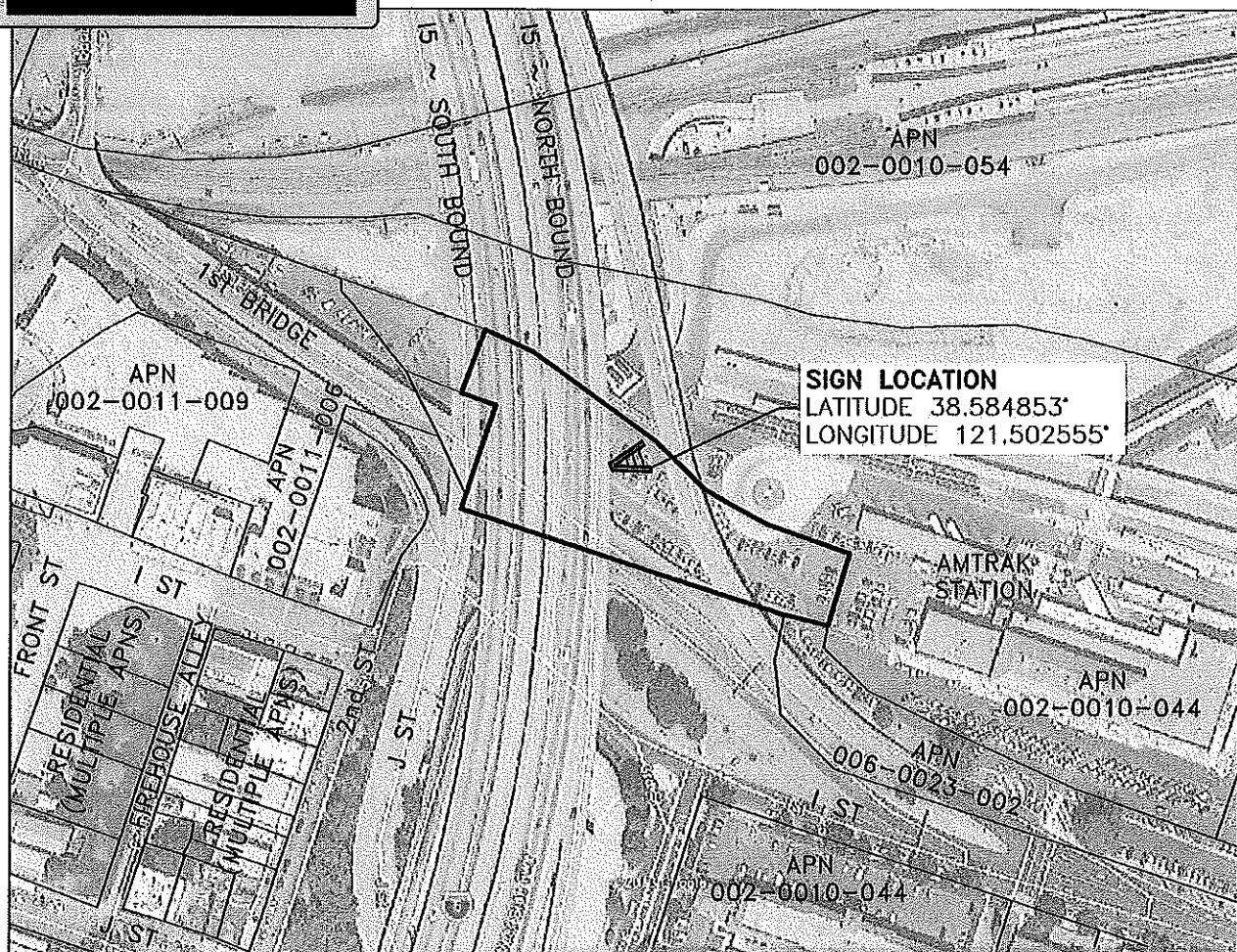
SITE DATA

ADDRESS: I-5 & BAYOUR RD, SACRAMENTO, CA.
APN 225-1480-053

SIGN DESCRIPTION: SINGLE FACE, 14' X 48', NO V
55' OVERALL

SUMMARY TABLE

ZONING DESIGNATION	APN 225-1480-053		DIFFERENCE (ACRES)
	EXISTING	PROPOSED	
A-OS-PUD	8.34	± 8.26	± 0.08
C2	0.00	± 0.08	± 0.08
A-OS-PUD = AGRICULTURAL - OPEN SPACE/ PLANNED UNIT DEVELOPMENT			
C2 = GENERAL COMMERCIAL			



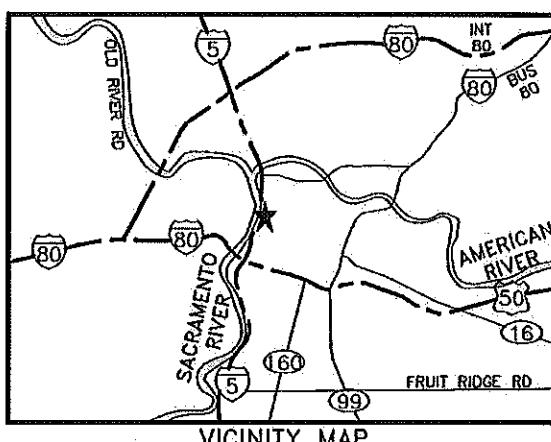
200' 100' 0 200'



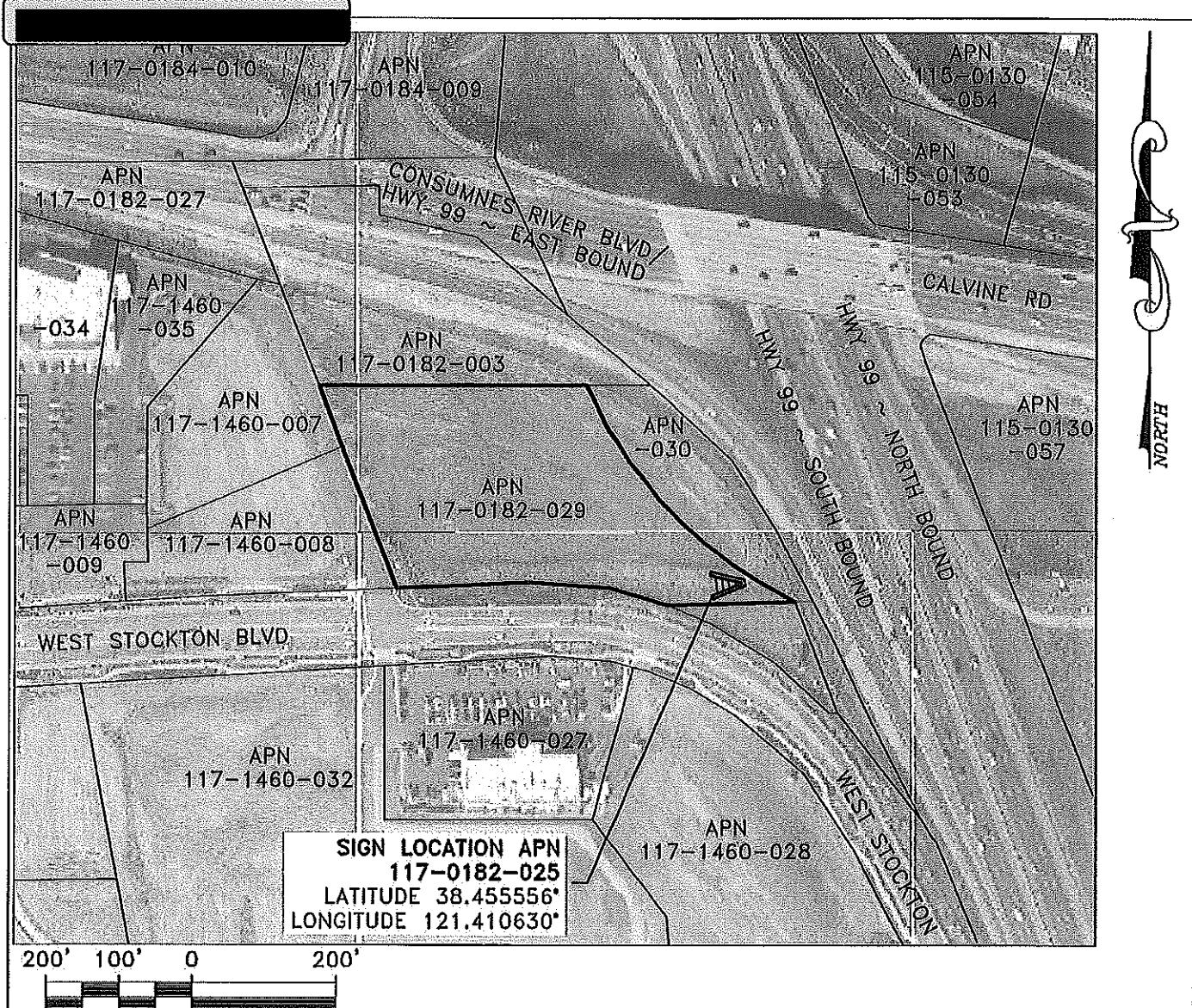
SITE DATA

ADDRESS: I-5 & SACRAMENTO RAILYARDS
SACRAMENTO, CA.
APN: 002-0010-027
SIGN DESCRIPTION: DOUBLE FACE, 14' X 48', 30' V
117' OVERALL

SITE PLAN

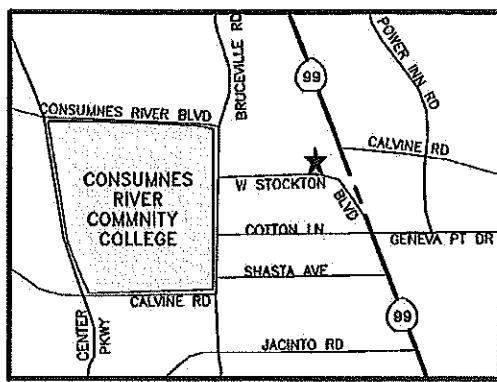


VICINITY MAP

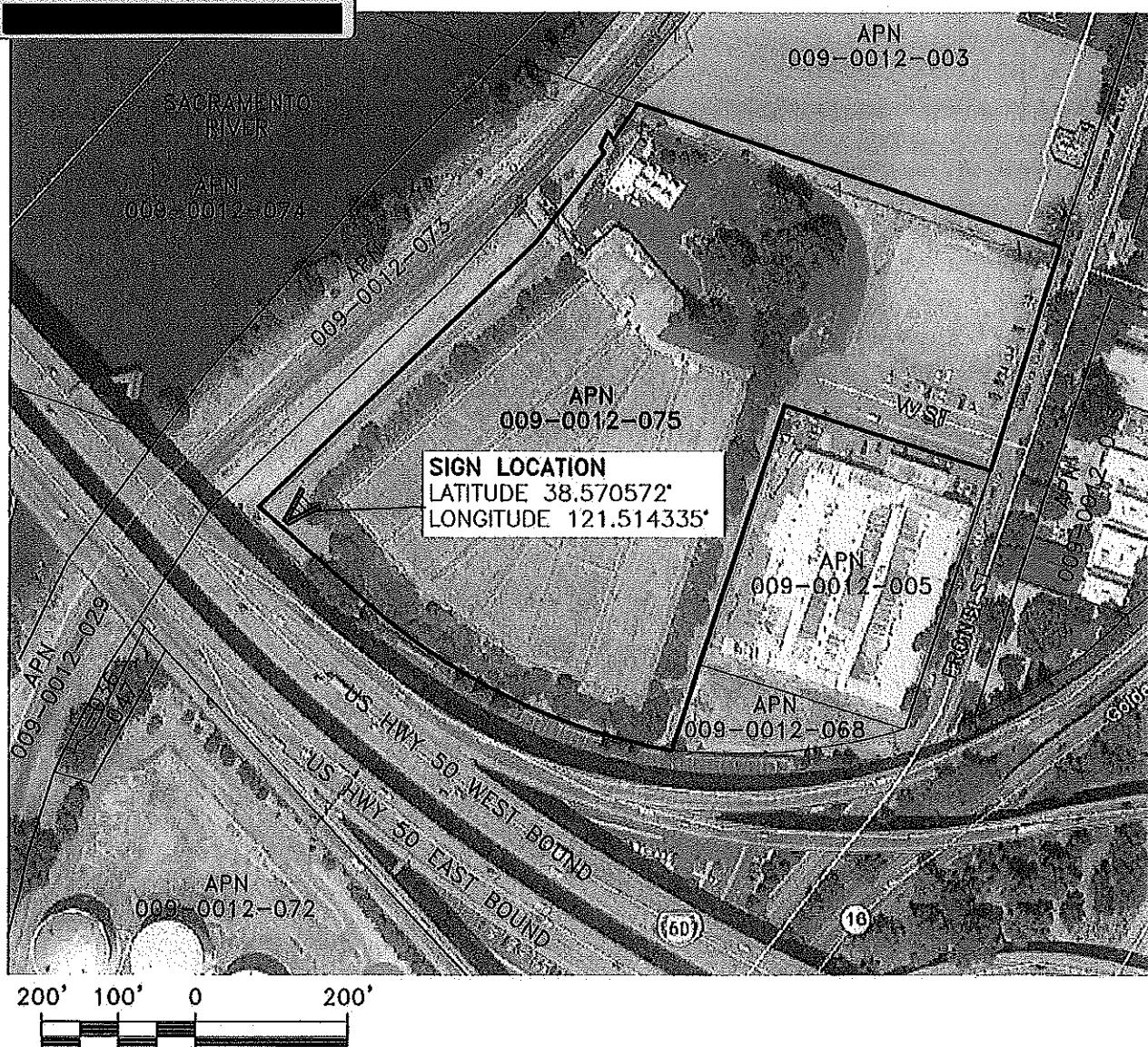


SITE DATA

ADDRESS: 0 STOCKTON BLVD, SACRAMENTO, CA.
 APN: 117-0182-029
 SIGN DESCRIPTION DOUBLE FACE, 14' X 48', 40'
 105' OVERALL



VICINITY MAP



SITE DATA

ADDRESS: 0 FRONT ST
 APN: 009-0012-075
 SIGN DESCRIPTION: DOUBLE FACE 14' X18', 30' V
 145' OVERALL

SITE PLAN

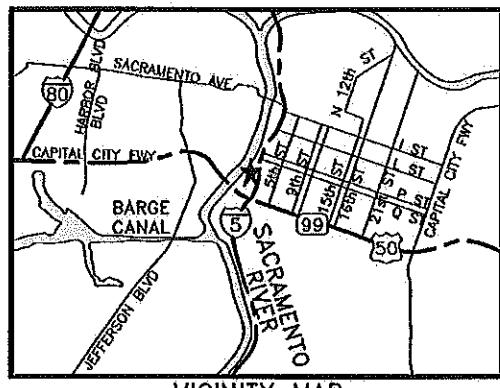
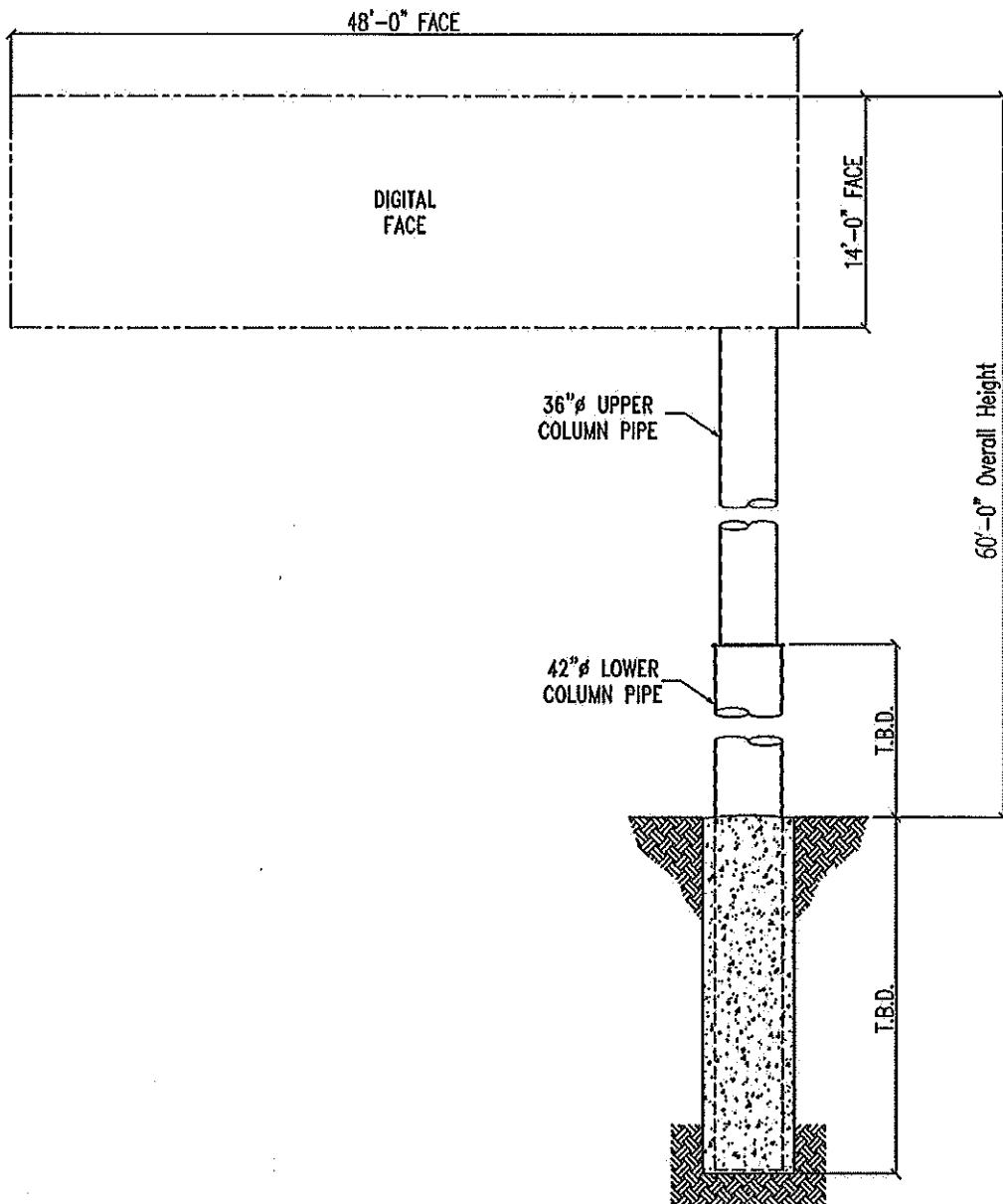


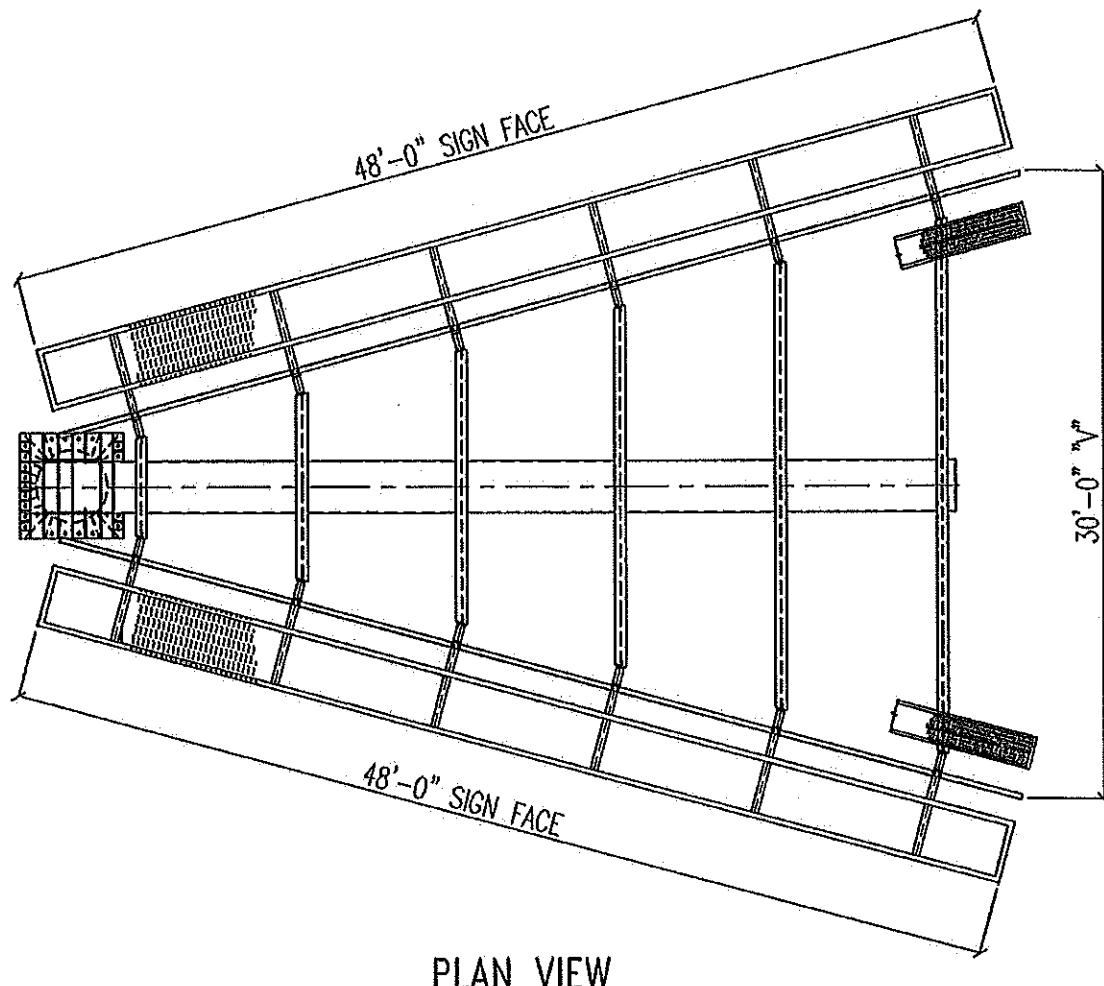
Exhibit B
Digital Billboard Description



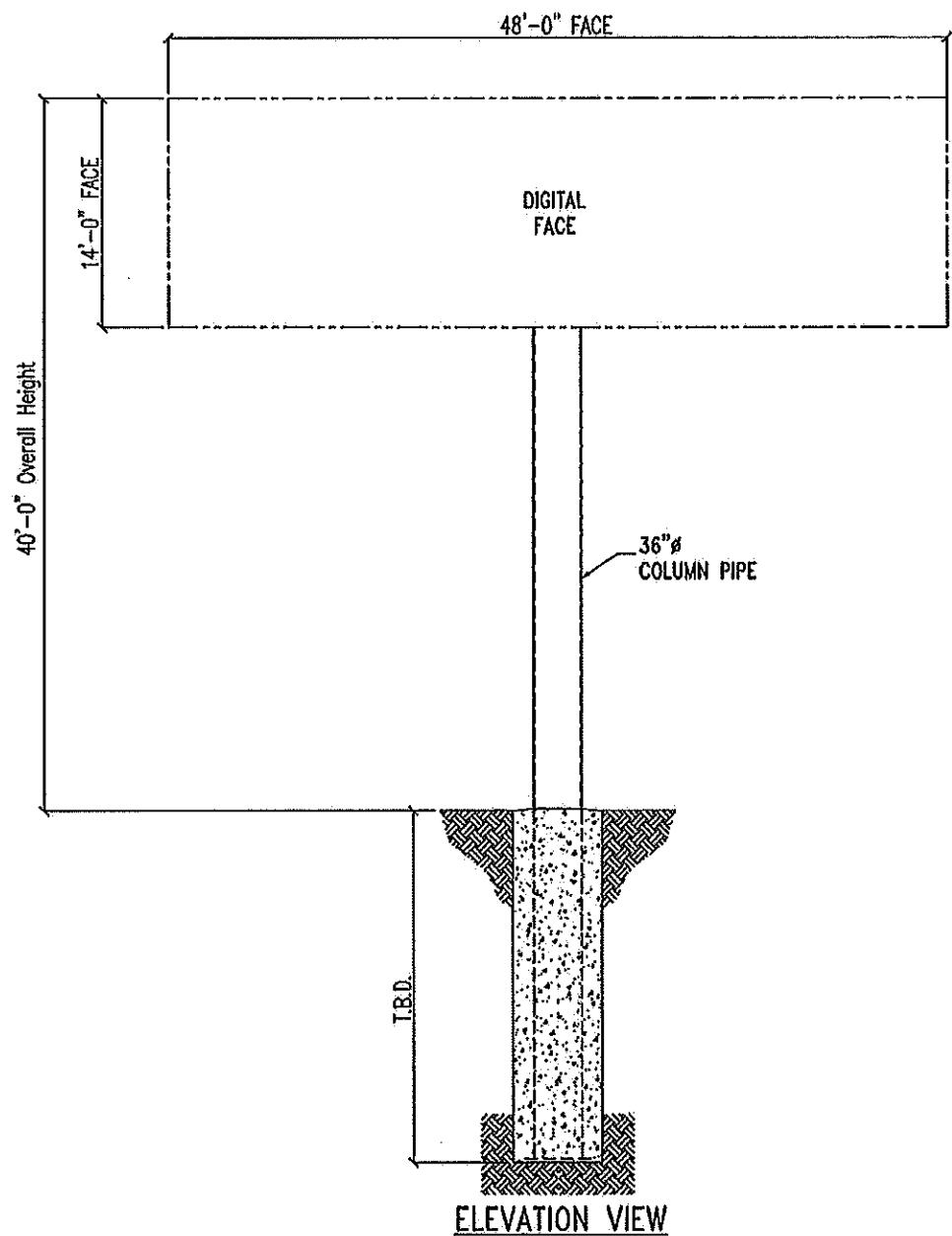
ELEVATION VIEW

1/8" = 10'

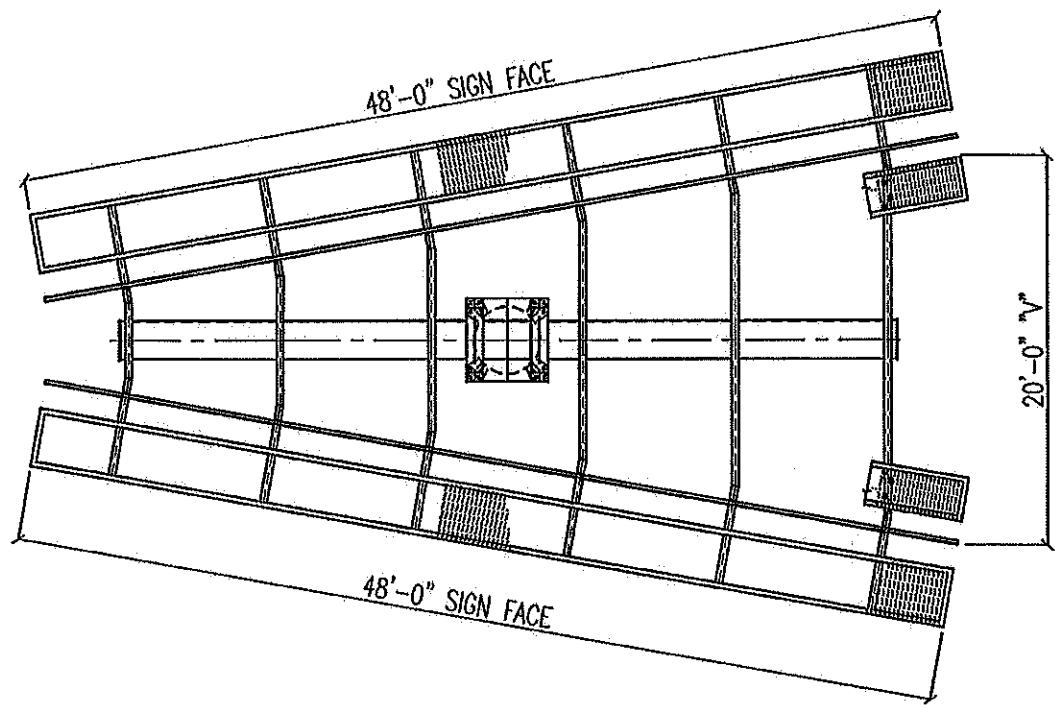
STRUCTURAL DRAWING



STRUCTURAL DRAWING

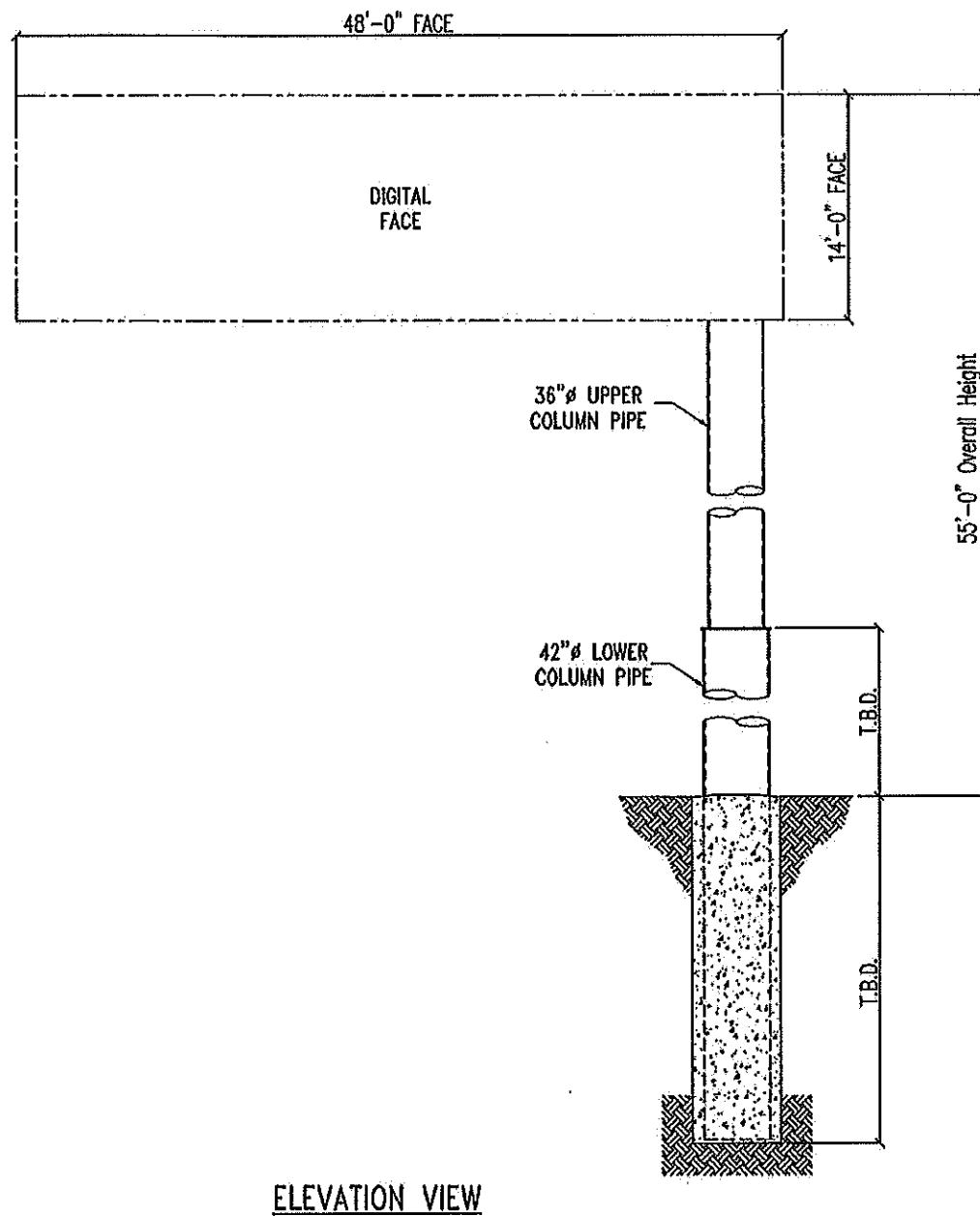


STRUCTURAL DRAWING

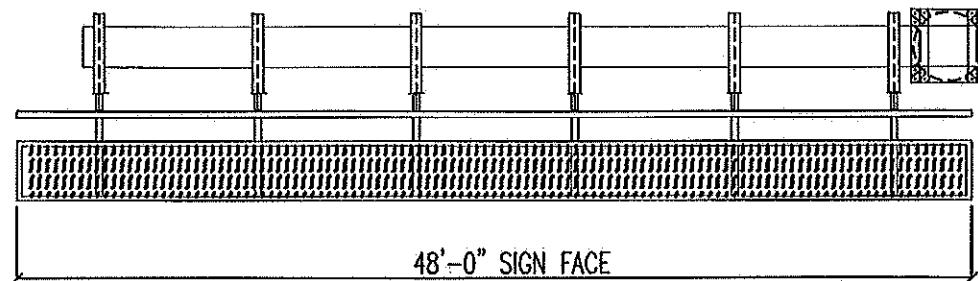


PLAN VIEW

STRUCTURAL DRAWING

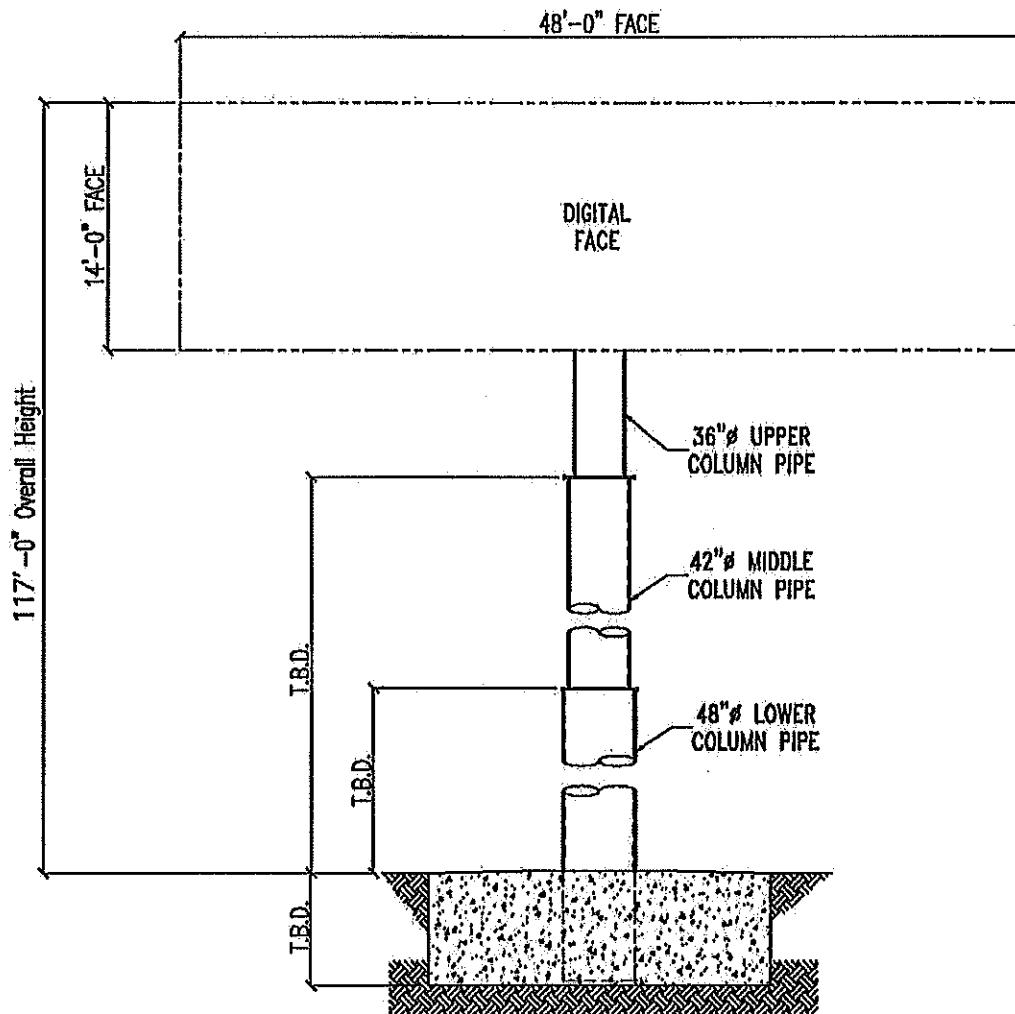


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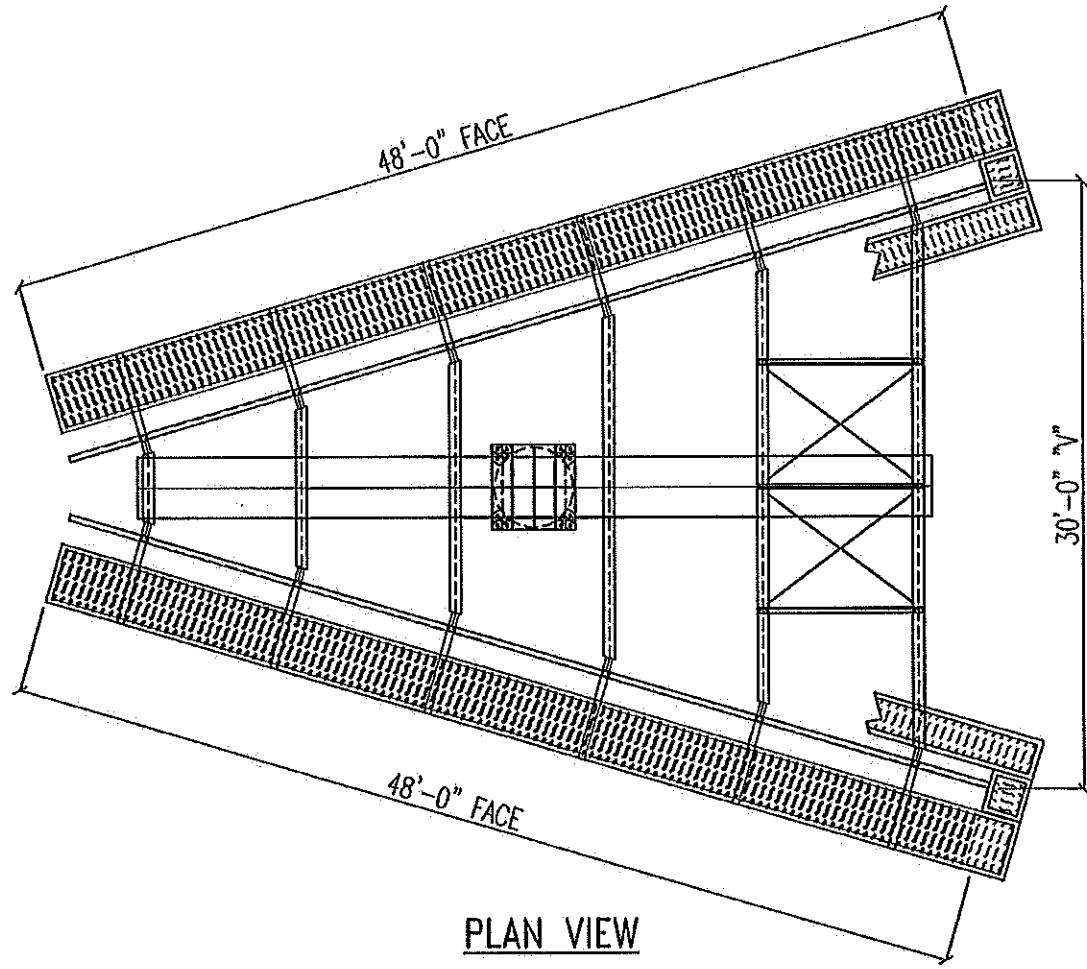
PLAN VIEW

STRUCTURAL DRAWING

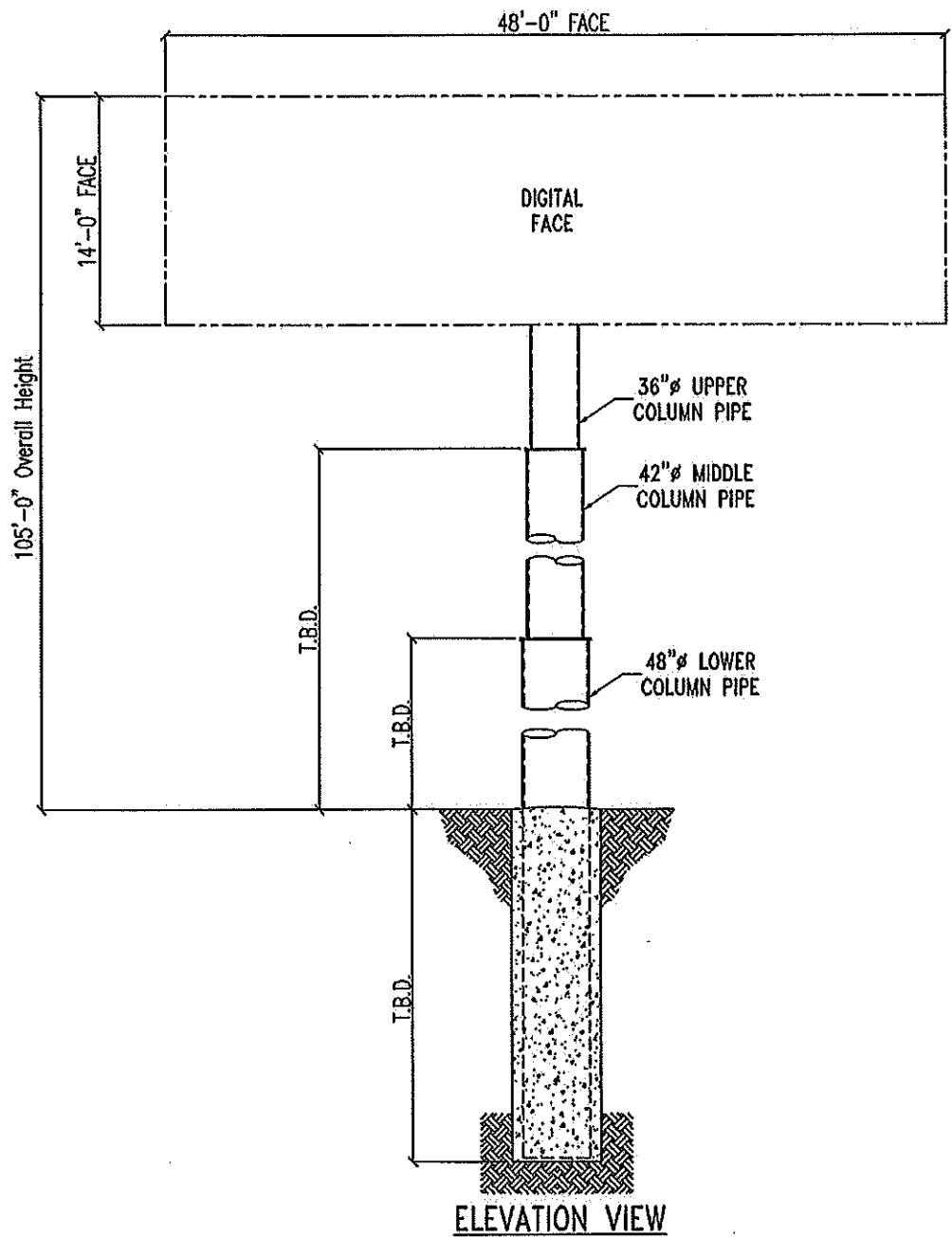


ELEVATION VIEW

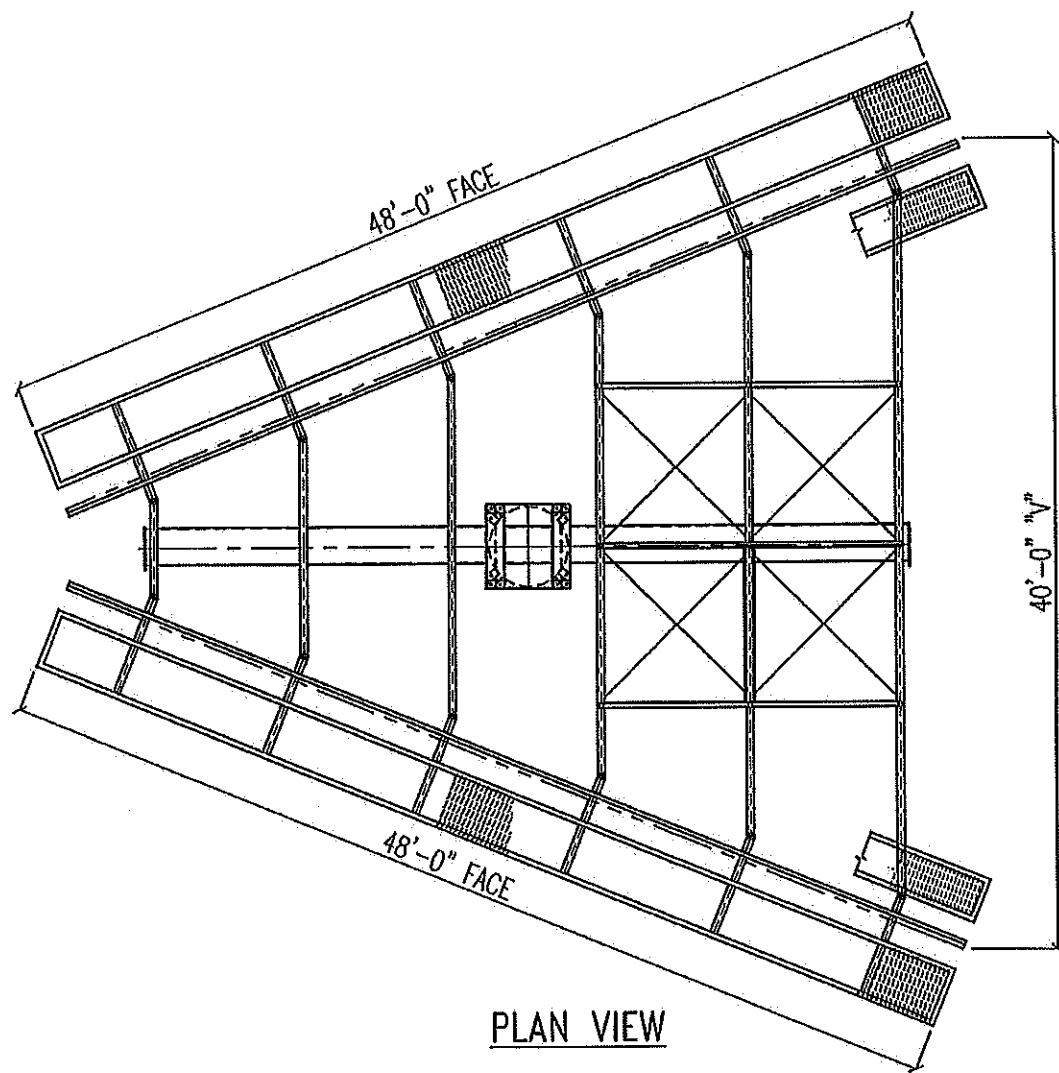
STRUCTURAL DRAWING



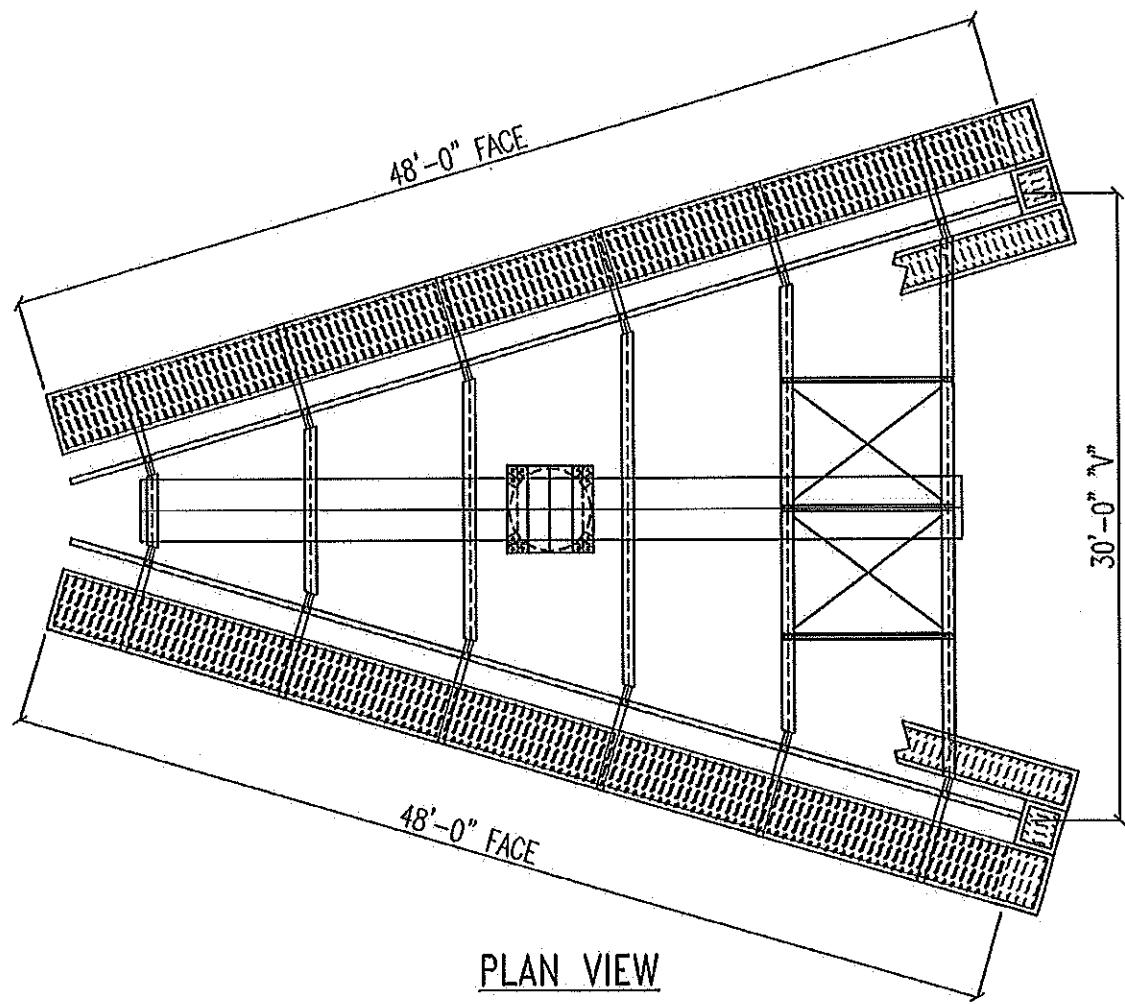
STRUCTURAL DRAWING



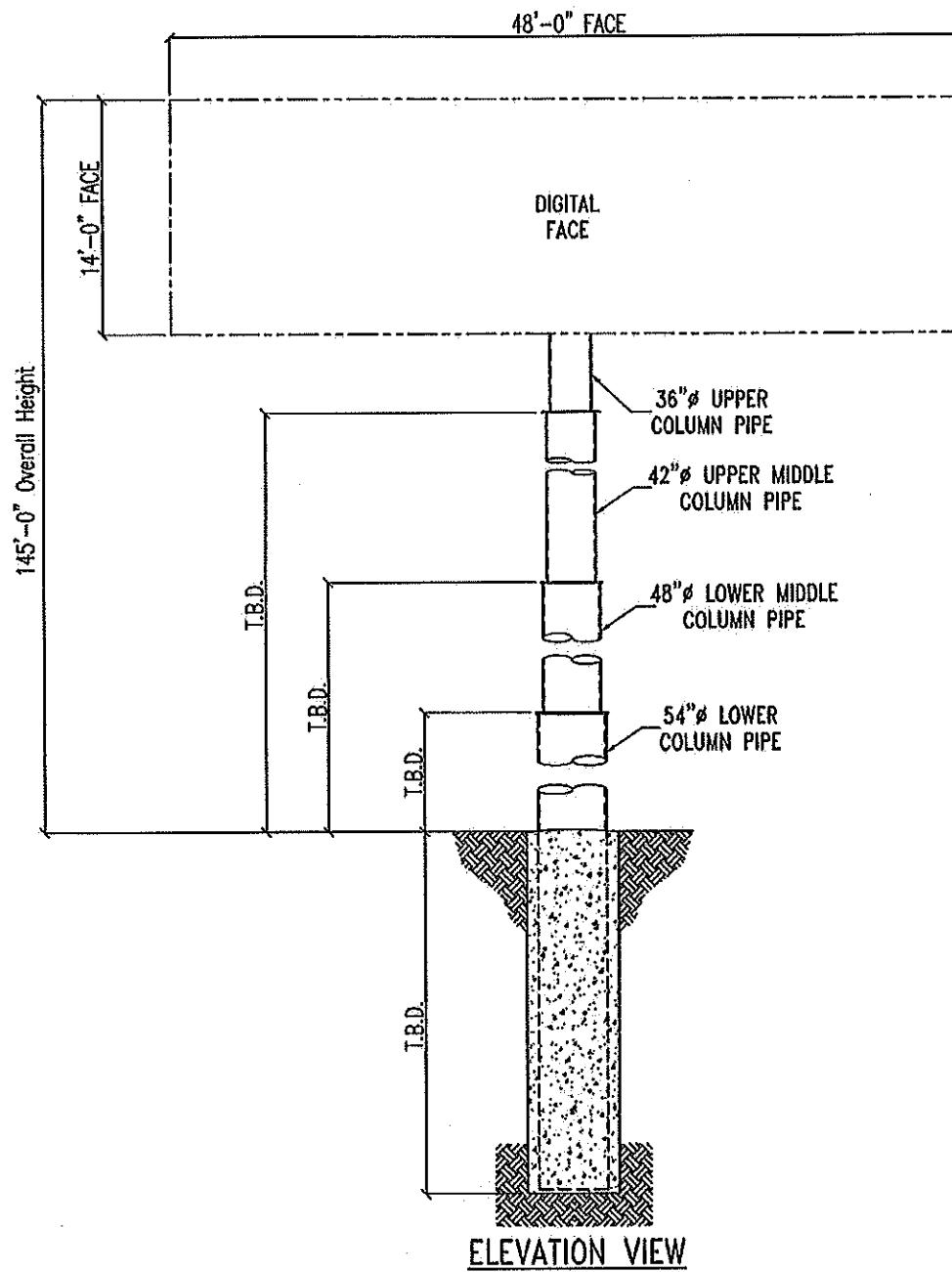
STRUCTURAL DRAWING



STRUCTURAL DRAWING



STRUCTURAL DRAWING



STRUCTURAL DRAWING

Exhibit C

Hazardous Substances

As used in this Exhibit C, “Environmental Laws” means any statute, ordinance, regulation, rule, order, decree, or other law or requirement that is enacted, promulgated, or issued by any federal, state, or local government entity (whether before, on, or after the Effective Date) and—

- regulates, relates to, or imposes liability or standards of conduct concerning any Hazardous Substance (defined below);
- regulates land use or regulates or protects the environment, including air, soil, soil vapor, surface water, groundwater, flora, or fauna; or
- pertains to occupational health or industrial hygiene or to occupational or environmental conditions on, under, or about the Premises.

Without limiting the generality of the foregoing, “Environmental Laws” includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9601 et seq.); the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. § 6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) (33 U.S.C. § 1251 et seq.); the Toxic Substances Control Act (TSCA) (15 U.S.C. § 2601 et seq.); the Hazardous Materials Transportation Act (HMTA) (49 U.S.C. § 1801 et seq.); the Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.); the Superfund Amendments and Reauthorization Act (SARA) (42 U.S.C. § 6901 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 et seq.); the Occupational Safety and Health Act (OSHA) (29 U.S.C. §§ 655 and 657); the California Underground Storage of Hazardous Substance Act (Cal. Health & Saf. Code, § 25280 et seq.); the California Hazardous Waste Control Act (Cal. Health & Saf. Code, § 25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (Cal. Health & Saf. Code, § 24249.5 et seq.); and the Porter-Cologne Water Quality Act (Cal. Water Code, § 13000 et seq.), together with any amendments of these statutes and regulations promulgated under them (whether enacted or promulgated before, on, or after the Effective Date).

For purposes of this lease, “Hazardous Substance” means—

- (1) any substance defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “toxic waste,” “solid waste,” “pollutant,” or “contaminant” under Environmental Laws (defined above);
- (2) any substance listed as hazardous substances in 49 C.F.R. § 172.101 or its successor by the U.S. Department of Transportation or in 40 C.F.R. Part 302 or its successor by the U.S. Environmental Protection Agency;

- (3) any other substance, material, or waste that is or becomes regulated or classified as hazardous or toxic under Environmental Laws (defined above);
- (4) any material, waste, or substance that is (a) a petroleum or refined petroleum product, (b) asbestos or asbestos-containing materials, (c) polychlorinated biphenyl, (d) designated as a hazardous substance under 33 U.S.C. § 1321 or its successor or listed under 33 U.S.C. § 1317 or its successor, (e) a flammable explosive, (f) a radioactive material, or (g) a lead-based paint;
- (5) any substance listed by the State of California under subdivision (a) of California Health and Safety Code section 25249.8, as amended, or under any successor to that statute, as a chemical known by the state to cause cancer or reproductive toxicity;
- (6) any material that, because of its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, threatens to damage health, safety, or the environment or is required by any law or public agency to be remediated;
- (7) any material that, if present, would require remediation under the guidelines set forth in California's Leaking Underground Fuel Tank Field Manual, regardless of whether the presence of the material resulted from a leaking underground fuel tank;
- (8) any pesticide regulated under the federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 et seq.) or its successor;
- (9) any material regulated under the federal Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) or California's Occupational Safety and Health Act (Health & Saf. Code, § 63000 et seq.), or their successors;
- (10) any material regulated under the federal Clean Air Act (42 U.S.C. 7401 et seq.) or under division 26 of the California Health and Safety Code, or their successors;
- (11) any material that qualifies as an "extremely hazardous waste," "hazardous waste," or "restricted hazardous waste" under section 25115, 25117, or 25122.7 of the California Health and Safety Code, or as "medical waste" under section 25281, 25316, 25501, 25501.1, 25023.2, or 39655 of the California Health and Safety Code, or their successors; and
- (12) any material listed or defined as a "hazardous waste," "extremely hazardous waste," or an "acutely hazardous waste" under chapter 11 of title 22 of the California Code of Regulations or any successor to that chapter.

Exhibit D

Guidelines for Issuing AMBER Alerts

Every successful AMBER plan contains clearly defined activation criteria. The following guidance is designed to achieve a uniform, interoperable network of plans across the country, and to minimize potentially deadly delays because of confusion among varying jurisdictions. The following are criteria **recommendations:**

Law Enforcement Confirms an Abduction

AMBER plans require law enforcement to confirm an abduction prior to issuing an alert. This is essential when determining the level of risk to the child. Clearly, stranger abductions are the most dangerous for children and thus are primary to the mission of an AMBER Alert. To allow activations in the absence of significant information that an abduction has occurred could lead to abuse of the system and ultimately weaken its effectiveness. At the same time, each case must be appraised on its own merits and a judgment call made quickly. Law enforcement must understand that a “best judgment” approach, based on the evidence, is appropriate and necessary.

Risk of Serious Bodily Injury or Death

Plans require a child be at risk for serious bodily harm or death before an alert can be issued. This element is clearly related to law enforcement’s recognition that stranger abductions represent the greatest danger to children. The need for timely, accurate information based on strict and clearly understood criteria is critical, again keeping in mind the “best judgment” approach.

Sufficient Descriptive Information

For an AMBER Alert to be effective in recovering a missing child, the law enforcement agency must have enough information to believe that an immediate broadcast to the public will enhance the efforts of law enforcement to locate the child and apprehend the suspect. This element requires as much descriptive information as possible about the abducted child and the abduction, as well as descriptive information about the suspect and the suspect’s vehicle. Issuing alerts in the absence of significant information that an abduction has occurred could lead to abuse of the system and ultimately weaken its effectiveness.

Age of Child

Every state adopt the “17 years of age or younger” standard; or, at a minimum, agree to honor the request of any other state to issue an AMBER Alert, even if the case does not meet the responding state’s age criterion, as long as it meets the age criterion of the requesting state. Most AMBER plans call for activation of the alert for children under a certain age. The problem is that age can vary---some plans specify 10, some 12, some 14, 15, and 16. Differences in age requirements create confusion when an activation requires multiple alerts across states and jurisdictions. Overuse of the AMBER Alert system will undermine its effectiveness as a tool for recovering abducted children.

NCIC Data Entry

Immediately enter AMBER Alert data into the National Crime Information Center (NCIC) system. Text information describing the circumstances surrounding the abduction of the child should be entered, and the case flagged as a Child Abduction. Many plans do not mandate entry of the data into NCIC, but this omission undermines the entire mission of the AMBER Alert initiative. The notation on the entry should be sufficient to explain the circumstances of the disappearance of the child. Entry of the alert data into NCIC expands the search for an abducted child from the local, state, or regional level to the national. This is a critical element of any effective AMBER Alert plan.

Summary of Department of Justice Recommended Criteria

- There is reasonable belief by law enforcement that an abduction has occurred.
- The law enforcement agency believes that the child is in imminent danger of serious bodily injury or death.
- There is enough descriptive information about the victim and the abduction for law enforcement to issue an AMBER Alert to assist in the recovery of the child.
- The abduction is of a child aged 17 years or younger.
- The child's name and other critical data elements, including the Child Abduction flag, have been entered into the National Crime Information Center (NCIC) system.

Lease for Digital Billboard

Exhibit E
Mitigation Monitoring Program

CHAPTER 4

Mitigation Monitoring Plan

4.1 Introduction

Section 15097 of the California Environmental Quality Act (CEQA) Guidelines requires public agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a “mitigated negative declaration” or specified environmental findings related to environmental impact reports.

The following is the Mitigation Monitoring Plan (MMP) for the Sacramento Entertainment and Sports Center & Related Development project. The intent of the MMP is to prescribe and enforce a means for properly and successfully implementing the mitigation measures identified within the Draft EIR for this project.

4.2 Mitigation Measures

The mitigation measures are taken from the Sacramento Entertainment and Sports Center & Related Development Draft EIR and are assigned the same number as in the Draft EIR. The MMP describes the actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

4.3 MMP Components

The components of the attached table, which contains applicable mitigation measures, are addressed briefly, below.

Impact: This column summarizes the impact stated in the Draft EIR.

Mitigation Measure: All mitigation measures that were identified in the Sacramento Entertainment and Sports Center & Related Development Draft EIR are presented, as revised in the Final EIR, and numbered accordingly.

Action(s): For every mitigation measure, one or more actions are described. The actions delineate the means by which the mitigation measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure.

Component: This column identifies the relevant component of the Proposed Project to which the mitigation measure applies. The mitigation measure may apply to the ESC, the SPD area, or one or more of the digital billboard sites. More than one project component may be identified.

Implementing Party: This item identifies the entity that will undertake the required action.

Timing: Implementation of the action must occur prior to or during some part of project approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

Monitoring Party: The City of Sacramento is primarily responsible for ensuring that mitigation measures are successfully implemented. Within the City, a number of departments and divisions would have responsibility for monitoring some aspect of the overall project. Other agencies, such as the Sacramento Metropolitan Air Quality Management District, may also be responsible for monitoring the implementation of mitigation measures. As a result, more than one monitoring party may be identified.

TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.1 Aesthetics, Light, and Glare						
4.1-1: The Proposed Project could substantially degrade the existing visual character or quality of the site and its surroundings.	4.1-1(a) <i>At the I-5 at Water Tank and I-5 at San Juan Road sites, the digital billboard shall be oriented and designed, including the addition of screening and shielding features, to minimize the visibility of the lighted northern billboard face to homes on El Morro Court and El Rito Way, and to minimize the visibility of the lighted southern billboard face to homes on San Juan Road, Almonetti Avenue, and Tice Creek Way. Once the precise location and design of the digital billboard at this location has been proposed, the visibility of the LED face from windows and backyards of nearby homes shall be assessed and screening of the billboard face from view at nearby homes and yards shall be confirmed through a visibility study prepared by the applicant to the satisfaction of the Planning Director.</i>	Prepare a visibility study that is to the satisfaction of the Planning Director demonstrating that the LED face is screened from view at nearby homes and yards on the streets identified in Mitigation Measure 4.1-1(a).	DB-1, DB-9	Project applicant	Prior to approval of design, review permit	City of Sacramento Community Development Department
4.1-2: The Proposed Project could create substantial new sources of light.	4.1-1(b) <i>At the Business 80 at Sutter's Landing Regional Park/American River site, the digital billboard pole shall be located to eliminate the visibility of the billboard from the Jedediah Smith Memorial Trail and from the level of the river. Once the precise location and design of the digital billboard at this location has been proposed, the visibility of the billboard shall be assessed and compliance with the requirements of Policy 7.24 of the American River Parkway Plan shall be confirmed through a visibility study prepared by the applicant to the satisfaction of the Planning Director.</i>	Prepare a visibility study that is to the satisfaction of the Planning Director demonstrating that the digital billboard at Business 80 at Sutter's Landing Regional Park/American River location will not be visible from the Jedediah Smith Memorial Trail or the river, and that demonstrates compliance with Policy 7.24.	DB-5	Project applicant	Prior to approval of design review permit	City of Sacramento Community Development Department
	4.1-2(a) <i>The project applicant shall require construction contractors to ensure that all lighting related to construction activities shall be shielded or directed to restrict any direct illumination onto property located outside of the Downtown project site boundaries that is improved with light-sensitive uses.</i>	Include light screening requirements on Construction Plans.	ESC, SPD	Project applicant	During construction	City of Sacramento Community Development Department
	4.1-2(b) <i>Exterior lighting included within the ESC or SPD area shall incorporate fixtures and light sources that focus light on-site to minimize spillover light.</i>	Identify light fixtures to be used on Construction Plans and demonstrate that the fixtures minimize spill over.	ESC, SPD	Project applicant	Prior to approval of design review permit	City of Sacramento Community Development Department
	4.1-2(c) <i>The project applicant shall submit a conceptual signage and lighting design plan for the ESC to the Department of City Planning to establish lighting design standards and guidelines.</i>	Submit a conceptual signage and lighting design plan for the ESC to the Department of City Planning to establish lighting design standards and guidelines.	ESC, SPD	Project applicant	Prior to issuance of building permit for the ESC	City of Sacramento Community Development Department

ESC = Entertainment and Sports Center; SPD = Special Planning District; DB-all = all proposed digital billboard sites; DB-1= I-5 at Water Tank; DB-2 = US 50 at Pioneer Reservoir; DB-3 = Business 80 at Sutter's Landing Regional Park; DB-4 = Business 80 at Del Paso Regional Park/Haggin Oaks; DB-5 = Business 80 at Sutter's Landing Regional Park/American River; DB-6 = I-80 at Roseville Road; DB-7 = SR 99 at Calvine Road; DB-8 = I-5 at Bayou Road; DB-9 = I-5 at San Juan Road; DB-10 = I-5 at Sacramento Railyards

TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.1-2(d)	<p><i>Prior to issuance of a building permit for the ESC signage displays, the project applicant shall retain a lighting design expert who shall develop plans and specifications for the proposed lighting displays, establish maximum luminance levels for the displays, and review and monitor the installation and testing of the displays, in order to insure compliance with all City lighting regulations and these mitigation measures.</i></p>	Retain a lighting design expert who shall develop plans and specifications for the proposed lighting displays, establish maximum luminance levels for the displays, and review and monitor the installation and testing of the displays, in order to insure compliance with all City lighting regulations and these mitigation measures.	ESC, SPD	Project applicant	Prior to issuance of building permit for the ESC signage displays	City of Sacramento Community Development Department
4.1-2(e)	<p><i>Project lighting shall not cause more than two foot-candles of lighting intensity or direct glare from the light source at any residential property. This would preclude substantial spillover light from bright lighting sources.</i></p>	Identify lighting fixtures to be used consistent of Mitigation Measure 4.1-2(e) Include light brightness specifications on Construction Plans.	ESC, SPD	Project applicant	Prior to design review permit	City of Sacramento Community Development Department
4.1-2(f)	<p><i>The project applicant shall comply with City Code Section 8.072.010, which establishes regulations regarding the use of searchlights.</i></p>	Demonstrate compliance with City Code Section 8.072.010, regarding the use of searchlights.	ESC, SPD	Project applicant	Prior to approval of special use or event permit involving the use of searchlights	Sacramento Police Department
4.1-2(g)	<p><i>At the Downtown project site, all light emitting diodes used within the integral electronic display shall have a horizontal beam spread of maximum 165 degrees wide and 65 degrees vertically, and shall be oriented downwards to the plaza/street, rather than upwards.</i></p>	Demonstrate that all light emitting diodes used at the Downtown project site have a horizontal beam spread of maximum 165 degrees wide and 65 degrees vertically, and are oriented downwards to the plaza/street, rather than upwards. Include light brightness and orientation specifications on Construction Plans.	ESC, SPD	Project applicant	Prior to design review permit	City of Sacramento Community Development Department
4.1-2(h)	<p><i>The maximum ambient light output level for any digital billboard shall be two (2) foot-candles at the closest residential property line from the billboard.</i></p>	Demonstrate that the maximum ambient light output level for any digital billboard at the San Juan Road location is no more than two (2) foot-candles at the closest residential property line from the billboard. Include light brightness specifications on appropriate Construction Plans.	DB-9	Project applicant	Prior to design review permit	City of Sacramento Community Development Department
4.1-3: The Proposed Project could create new sources of glare.	4.1-3 <i>In the SPD area, highly reflective mirrored glass walls shall not be used as a primary building material (no more than 35 percent) for building facades adjacent to J Street and 7th Street. Instead, low emission (Low-E) glass shall be used in order to reduce the reflective qualities of the buildings, while maintaining energy efficiency.</i>	Demonstrate that low emission will be used on building facades adjacent to J Street and 7 th Street. Include low emission (Low-E) glass specifications on Construction Plans.	SPD	Project applicant	Prior to design review permit	City of Sacramento Community Development Department
			SPD	Project applicant	Prior to construction	City of Sacramento Community Development Department

ESC = Entertainment and Sports Center; SPD = Special Planning District; DB-all = all proposed digital billboard sites; DB-1= I-5 at Water Tank; DB-2 = US 50 at Pioneer Reservoir; DB-3 = Business 80 at Sutter's Landing Regional Park; DB-4 = Business 80 at Del Paso Regional Park/Haggin Oaks; DB-5 = Business 80 at Sutter's Landing Regional Park/American River; DB-6 = I-80 at Roseville Road; DB-7 = SR 99 at Calvine Road; DB-8 = I-5 at Bayou Road; DB-9 = I-5 at San Juan Road; DB-10 = I-5 at Sacramento Railyards

TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.2 Air Quality						
4.2-2: Construction of the Proposed Project would result in short-term emissions of NOx.	4.2-2(a) <i>City approval of any grading or improvement plans shall include the following SMAQMD Basic Construction Emission Control Practices, including:</i>	Include construction site and equipment specifications identified in Mitigation Measure 4.2-2(a) on Grading and Construction Plans. <ul style="list-style-type: none"> <i>All exposed surfaces shall be watered two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.</i> <i>Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways shall be covered.</i> <i>Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.</i> <i>Limit vehicle speeds on unpaved roads to 15 miles per hour.</i> <i>All roadways, driveways, sidewalks, parking lots shall be paved as soon as possible. In addition, building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</i> <i>Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site.</i> <i>Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment shall be checked by a certified mechanic and determine to be running in proper condition before it is operated.</i> 	ESC, SPD, DB-all	Project applicant	Prior to issuance of demolition or grading permit	City of Sacramento Community Development Department, Sacramento Metropolitan Air Quality Management District (SMAQMD)
	4.2-2(b) <i>City approval of any grading or improvement plans shall include the following SMAQMD Enhanced Exhaust Control Practices, including:</i>	Include construction equipment specifications listed in Mitigation Measure 4.2-2(b) on Grading and Construction Plans. <ul style="list-style-type: none"> <i>Provide a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the Proposed Project to the City and the SMAQMD. The inventory shall include the horsepower rating, engine model year, and</i> 	ESC, SPD, DB-all	Project applicant	Prior to issuance of demolition permit or grading permit	City of Sacramento Community Development Department, Sacramento Metropolitan Air Quality Management District (SMAQMD)

ESC = Entertainment and Sports Center; SPD = Special Planning District; DB-all = all proposed digital billboard sites; DB-1= I-5 at Water Tank; DB-2 = US 50 at Pioneer Reservoir; DB-3 = Business 80 at Sutter's Landing Regional Park; DB-4 = Business 80 at Del Paso Regional Park/Haggin Oaks; DB-5 = Business 80 at Sutter's Landing Regional Park/American River; DB-6 = I-80 at Roseville Road; DB-7 = SR 99 at Calvine Road; DB-8 = I-5 at Bayou Road; DB-9 = I-5 at San Juan Road; DB-10 = I-5 at Sacramento Railyards

TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<p>projected hours of use for each piece of equipment. The construction contractor shall provide the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. This information shall be submitted at least 4 business days prior to the use of subject heavy-duty off-road equipment. The inventory shall be updated and submitted monthly throughout the duration of the Proposed Project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs.</p> <ul style="list-style-type: none"> Provide a plan in conjunction with the equipment inventory, approved by the SMAQMD, demonstrating that the heavy-duty (50 horsepower or more) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average 20% NOx reduction and 45% particulate reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. Emissions from all off-road diesel powered equipment used on the project site shall not exceed 40% opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the City and SMAQMD shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this measure shall supersede other SMAQMD or state rules or regulations. If at the time of granting of each building permit, the SMAQMD has adopted a regulation applicable to construction emissions, compliance with the regulation may completely or partially replace this mitigation. Consultation with the SMAQMD prior to construction will be necessary to make this determination. 					
4.2-2(c)	<p>The project applicant shall coordinate with SMAQMD to determine and ensure payment of off-site mitigation fees to offset the significant NOx emissions associated with the Proposed Project.</p>	Provide proof of payment of SMAQMD fees to the City of Sacramento Community Development Department.	ESC, SPD, DB-all	Project applicant, SMAQMD	Prior to issuance of demolition or grading permit	Sacramento Metropolitan Air Quality Management District (SMAQMD)

ESC = Entertainment and Sports Center; SPD = Special Planning District; DB-all = all proposed digital billboard sites; DB-1= I-5 at Water Tank; DB-2 = US 50 at Pioneer Reservoir; DB-3 = Business 80 at Sutter's Landing Regional Park; DB-4 = Business 80 at Del Paso Regional Park/Haggin Oaks; DB-5 = Business 80 at Sutter's Landing Regional Park/American River; DB-6 = I-80 at Roseville Road; DB-7 = SR 99 at Calvine Road; DB-8 = I-5 at Bayou Road; DB-9 = I-5 at San Juan Road; DB-10 = I-5 at Sacramento Railyards

TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.2-3: The Proposed Project would result in long-term (operational) emissions of NOx or ROG.	4.2-3 <i>The Proposed Project shall join and maintain membership in the Sacramento Transportation Management Association (TMA).</i>	Provide proof of membership to the City of Sacramento Community Development Department.	ESC, SPD	Project applicant	Prior issuance of certificate of occupancy	City of Sacramento Community Development Department
4.2-4: The Proposed Project would generate construction emissions of PM10.	4.2-4 <i>Implement Mitigation Measure 4.2-2(a).</i>	See Mitigation Measure 4.2-2(a).	ESC, SPD, DB-all	See Mitigation Measure 4.2-2(a).	See Mitigation Measure 4.2-2(a).	See Mitigation Measure 4.2-2(a).
4.2-8: The Proposed Project would contribute to cumulative increases in short-term (construction) emissions.	4.2-8 <i>Implement Mitigation Measures 4.2-2(a) through 4.2-2(c).</i>	See Mitigation Measures 4.2-2(a) through 4.2-2(c).	ESC, SPD, DB-all	See Mitigation Measures 4.2-2(a) through 4.2-2(c).	See Mitigation Measures 4.2-2(a) through 4.2-2(c).	See Mitigation Measures 4.2-2(a) through 4.2-2(c).
4.2-9: The Proposed Project would contribute to cumulative increases in long-term (operational) emissions of NOx or ROG.	4.2-9 <i>Implement Mitigation Measure 4.2-3.</i>	See Mitigation Measure 4.2-3.	ESC, SPD	See Mitigation Measure 4.2-3.	See Mitigation Measure 4.2-3.	See Mitigation Measure 4.2-3.
4.2-10: The Proposed Project would contribute to cumulative increases in PM10 concentrations.	4.2-10 <i>Implement Mitigation Measure 4.2-2(a).</i>	See Mitigation Measure 4.2-2(a).	ESC, SPD, DB-all	See Mitigation Measure 4.2-2(a).	See Mitigation Measure 4.2-2(a).	See Mitigation Measure 4.2-2(a).
4.3 Biological Resources						
4.3-1: Construction of the Proposed Project could disturb or harm listed wildlife species and/or destroy or degrade their habitat.	4.3-1(a) (1) <i>Prior to construction at the Business 80 at Sutter's Landing Regional Park digital billboard site, the site shall be surveyed for the presence of the valley elderberry longhorn beetle and its elderberry host plant by a qualified biologist in accordance with USFWS protocols. If elderberry plants with one or more stems measuring 1.0 inch or greater in diameter at ground level occur on or adjacent to the project site, or are otherwise located where they may be directly or indirectly affected by the Proposed Project, minimization and compensation measures, which include transplanting existing shrubs and planting replacement habitat (conservation plantings), are required (see below). Surveys are valid for a period of two years. Elderberry plants with no stems measuring 1.0 inch or greater in diameter at ground level are unlikely to be habitat for the beetle because of their small size and/or immaturity. Therefore, no minimization measures are required for removal of elderberry plants with all stems measuring 1.0 inch or less in diameter at ground level.</i> (2) <i>For shrubs with stems measuring 1.0 inch or greater, the City shall ensure that elderberry shrubs within 100 feet of proposed development be protected and/or compensated for in accordance with the "U.S. Fish and Wildlife Services' (USFWS) Conservation Guidelines for the Valley Elderberry Longhorn Beetle and the Programmatic Formal Consultation Permitting Projects with Relatively Small Effects on the Valley Elderberry Longhorn Beetle Within the Jurisdiction of the Sacramento Field Office."</i>	Conduct survey for VELB and elderberry shrubs as specified. If no stems over 1.0 inch are found, no further action is required. If stems over 1.0 inch are found, include elderberry plant protection requirements on Grading Plans.	DB-3 DB-3	Project applicant Project applicant	Prior to issuance of grading permit Prior to issuance of grading permit if stems over 1.0 inch are found	City of Sacramento Community Development Department and USFWS City of Sacramento Community Development Department and USFWS

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TABLE 4-1
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Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<p>4.3-1(b)</p> <p>(1) <i>No more than 24-hours prior to the commencement of construction activities at the I-5 at San Juan Road digital billboard site, a preconstruction survey shall be conducted to survey for giant garter snakes by a USFWS-approved biologist. The biologist shall provide the USFWS with a written report that adequately documents the monitoring efforts within 24-hours of commencement of construction activities. The project site shall be re-inspected by the monitoring biologist whenever a lapse in construction activity of two weeks or greater has occurred.</i></p> <p>(2) <i>Construction activity within giant garter snake habitat (e.g., riverine and fresh emergent wetland) shall be conducted between May 1 and September 30. This is the active period for the snake and direct mortality is lessened as snakes are expected to actively move and avoid danger. If it appears that construction activity may go beyond September 30, the City shall contact the USFWS as soon as possible, but not later than September 15 of the year in question, to determine if additional measures are necessary to minimize take. Construction activities within 200 feet from the banks of aquatic snake habitat will be avoided during the snake's inactive season. If this is not feasible, the City shall consult with USFWS to determine measures to avoid impacts to giant garter snake. If project activities are approved to continue into the inactive season, a USFWS-approved biologist shall inspect construction-related activities daily during this period for unauthorized take of federally listed species or destruction of their habitat. The biologist shall be available for monitoring throughout all phases of construction that may result in adverse effects to the giant garter snake.</i></p> <p>(3) <i>Any dewatered habitat shall remain dry for at least 15 consecutive days after April 15 and prior to excavating or filling the dewatered habitat.</i></p> <p>(4) <i>A Worker Environmental Awareness Training Program for construction personnel shall be conducted by the USFWS-approved biologist for all construction workers, including contractors, prior to the commencement of construction activities. The program shall provide workers with information on their responsibilities with regard to the snake, an overview of the life-history of this species, information on take prohibitions, protections afforded this animal under FESA, and an explanation of the relevant terms and conditions of project permits. Written documentation of the training shall be submitted to the Sacramento Fish and Wildlife Office within 30 days of the completion of training. As needed, training shall be conducted in Spanish for Spanish language speakers.</i></p> <p>(5) <i>Prior to the commencement of construction activities, high visibility fencing shall be erected around the habitats of giant garter snake to identify and protect</i></p>	To minimize impacts to giant garter snakes, follow the protocol described in Mitigation Measure 4.3-1(b) at the I-5 at San Juan Road digital billboard site.	DB-9	Project applicant	During construction per time frames described in Mitigation Measure 4.3-1(b)	City of Sacramento Community Development Department and USFWS

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TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<p><i>these designated areas from encroachment of personnel and equipment. These areas shall be avoided by all construction personnel. The fencing shall be inspected by the Contractor before the start of each work day and maintained by the Contractor until completion of the project. The fencing may be removed only when the construction of the project is completed. Fencing shall be established in upland habitat immediately adjacent to aquatic snake habitat and extending up to 200 feet from construction activities. Silt fencing, if properly installed and maintained, may serve as suitable snake exclusion fencing.</i></p> <p>(6) <i>Signs shall be posted by the Contractor every 50 feet along the edge of the GGS habitat, with the following information: "This area is habitat of federally-threatened and/or endangered species, and must not be disturbed. These species are protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs should be clearly readable from a distance of 20 feet, and shall be maintained by the Contractor for the duration of construction.</i></p> <p>(7) <i>The Contractor shall minimize the potential for harm, harassment, and direct mortality of the snake resulting from project-related activities by implementation of the project. The Contractor shall ensure that the temporary loss of giant garter snake habitat is confined to the Proposed Project site.</i></p> <p>(8) <i>Movement of heavy equipment to and from the project site shall be restricted to established roadways to minimize habitat disturbance.</i></p> <p>(9) <i>Temporary impacts shall be restored to pre-project conditions. Areas subject to temporary impacts shall be limited to one season (the calendar year period between May 1 and October 1) and be restored within two seasons. Permanent impacts to giant garter snake habitat shall be replaced at a 3:1 ratio which must include both upland and aquatic habitat components. A portion of the mitigation for permanent loss of wetlands at a ratio no less than 1:1 may fulfill a portion of the 3:1 mitigation obligation for permanent impacts to giant garter snake habitat. This mitigation may be fulfilled through in-kind, onsite or off-site, out-of-kind mitigation as approved by the U.S. Fish and Wildlife Service and the Corps.</i></p>					
4.3-2: Construction of the Proposed Project could disturb nesting raptors, migratory birds, and/or maternity roosts for special-status bat species.	<p>4.3-2(a)</p> <p><i>The project applicant shall conduct any tree removal activities required for project construction outside of the migratory bird and raptor breeding season (February 1 through August 31) where feasible. For any construction activities that will occur between February 1 and August 31,</i></p>	<p>Conduct any tree removal and construction activities according to the protocol described in Mitigation Measure 4.3-2(a).</p>	<p>ESC, SPD, DB-1, DB-3, DB-4, DB-5</p>	<p>Project applicant</p>	<p>During construction per the time frames described in Mitigation Measure 4.3-2(a) for tree removal and construction activities between February 1 and August 31.</p>	<p>City of Sacramento Community Development Department and CDFW</p>

ESC = Entertainment and Sports Center; SPD = Special Planning District; DB-all = all proposed digital billboard sites; DB-1= I-5 at Water Tank; DB-2 = US 50 at Pioneer Reservoir; DB-3 = Business 80 at Sutter's Landing Regional Park; DB-4 = Business 80 at Del Paso Regional Park/Haggin Oaks; DB-5 = Business 80 at Sutter's Landing Regional Park/American River; DB-6 = I-80 at Roseville Road; DB-7 = SR 99 at Calvine Road; DB-8 = I-5 at Bayou Road; DB-9 = I-5 at San Juan Road; DB-10 = I-5 at Sacramento Railyards

TABLE 4-1
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Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<p><i>the applicant shall conduct preconstruction surveys in suitable nesting habitat within 500 feet of the construction area for nesting raptors and migratory birds. Surveys shall be conducted by a qualified biologist. In addition, all trees slated for removal during the nesting season shall be surveyed by a qualified biologist no more than 48-hours before removal to ensure that no nesting birds are occupying the tree. For Swainson's hawk nesting habitat, surveys shall be conducted in accordance with the Swainson's Hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley).</i></p> <p><i>If active nests are found during the survey, the applicant shall implement appropriate mitigation measures to ensure that the species will not be adversely affected, which will include establishing a no-work buffer zone as, approved by CDFW, around the active nest.</i></p> <p><i>Measures may include, but would not be limited to:</i></p> <ul style="list-style-type: none"> (1) <i>Maintaining a 500-foot buffer around each active raptor nest. No construction activities shall be permitted within this buffer. For migratory birds, a no-work buffer zone shall be established, approved by CDFW, around the active nest. The no-work buffer may vary depending on species and site specific conditions as approved by CDFW.</i> (2) <i>Depending on conditions specific to each nest, and the relative location and rate of construction activities, it may be feasible for construction to occur as planned within the buffer without impacting the breeding effort. In this case (to be determined on an individual basis), the nest(s) shall be monitored by a qualified biologist during construction within the buffer. If, in the professional opinion of the monitor, the project would impact the nest, the biologist shall immediately inform the construction manager. The construction manager shall stop construction activities within the buffer until the nest is no longer active.</i> 	Include tree removal timing and/or tree protection requirements on Grading and Construction Plans.	ESC, SPD, DB-1, DB-3, DB-4, DB-5	Project applicant	Prior to construction	City of Sacramento Community Development Department and CDFW
4.3-2(b)	<p><i>Pre-construction surveys for burrowing owls shall be conducted by a qualified biologist (as approved by CDFW) within 30-days prior to the start of work activities at the Business 80 at Del Paso Regional Park/Haggin Oaks billboard site where land construction is planned in known or suitable habitat. If construction activities are delayed for more than 30 days after the initial preconstruction surveys, then a new preconstruction survey shall be required. All surveys shall be conducted in accordance with the Staff Report on Burrowing Owl Mitigation.</i></p> <p><i>(1) If burrowing owls are discovered in the Proposed Project site vicinity during construction, the CDFW-approved project biologist shall be notified immediately. Occupied burrows shall not be disturbed during the nesting season (February 1 through August</i></p>	Conduct pre-construction surveys for burrowing owls and construction activities according to the protocol described in Mitigation Measure 4.3-2(b).	DB-4	Project applicant	During construction per the time frames described in Mitigation Measure 4.3-2(b) (surveys within 30 days of site work)	City of Sacramento Community Development Department and CDFW

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TABLE 4-1
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	<p>31) unless a qualified biologist approved by the CDFW verifies through non-invasive methods that either: (1) the birds have not begun egg-laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.</p> <p>(2) Occupied burrows during the nesting season shall be avoided by establishment of a no-work buffer of 250-foot around the occupied/active burrow. Where maintenance of a 250-foot no-work buffer zone is not practical, the City shall consult with the CDFW to determine appropriate avoidance measures. Burrows occupied during the breeding season (February 1 to August 31) will be closely monitored by the biologist until the young fledge/leave the nest. The onsite biologist shall have the authority to stop work if it is determined that construction related activities are disturbing the owls.</p> <p>(3) If approved by CDFW, the biologist may undertake passive relocation techniques by installing one-way doors in active and suitable burrows (that currently do not support eggs or juveniles). This would allow burrowing owls to escape but not re-enter. Owls should be excluded from the immediate impact zone and within a 160-foot buffer zone by having one-way doors placed over the entrance to prevent owls from inhabiting those burrows.</p>					
4.3-2(c)	<p>Conduct tree removal activities according to the protocol described in Mitigation Measure 4.3-2(c).</p> <p>If tree removal activities commence on the project site during the breeding season of special-status bat species (April 1 to August 31), then a field survey shall be conducted by a qualified biologist to determine whether active roosts are present on site or within 50 feet of the project boundaries. Field surveys shall be conducted early in the breeding season before any construction activities begin, when bats are establishing maternity roosts but before pregnant females give birth (April through early May). If no roosting bats are found, then no further mitigation is required.</p> <p>If roosting bats are found, then disturbance of the maternity roosts shall be avoided by halting construction until the end of the breeding season or a qualified bat biologist excludes the roosting bats in consultation with CDFW.</p>	DB-3, DB-4	Project applicant	During construction per the time frames described in Mitigation Measure 4.3-2(c) (for any tree removal between April 1 and August 31)	City of Sacramento Community Development Department and CDFW	
4.3-3: The Proposed Project could remove, fill, interrupt or degrade protected wetlands.	<p>Follow the protocol described in Mitigation Measure 4.3-3 to minimize impacts to wetlands.</p> <p>(a) The City shall require that the applicant(s) for the I-5 at San Juan Road and SR 99 at Calvine Road proposed billboard site (if the project encroaches into the detention basin) conduct a formal wetland delineation of wetlands and other waters of the U.S. within those project sites. The wetland delineation shall be submitted to the Corps for verification. If jurisdictional wetlands or other waters of the U.S. are not present,</p>	DB-7, DB-9	Project applicant	Prior to issuance of grading permit	City of Sacramento Community Development Department, USACE, and CDFW	

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	<p><i>no further action is required.</i></p> <p>(b) <i>If jurisdictional wetlands or other waters of the U.S. are present, the applicant shall avoid them if feasible. The Proposed Project shall minimize disturbances and construction footprints near avoided wetlands and other waters of the U.S to the extent feasible.</i></p> <p>(c) <i>If avoidance is not feasible, then the applicant shall demonstrate that there is no net loss of wetlands through compensation. This measure may be satisfied by obtaining a Section 404 permit. To ensure that there is no net loss of wetland habitat and no significant impact to potential jurisdictional features, the project shall compensate for impacted wetlands at a ratio no less than 1:1. Compensation shall take the form of wetland preservation, enhancement or creation in accordance with Corps and CDFW mitigation requirements, as required under project permits. Preservation and creation may occur on-site (through a conservation agreement) or off-site (through purchasing credits at a Corps approved mitigation bank).</i></p> <p>(d) <i>At the I-5 at San Juan Road proposed billboard site, the project applicant shall compensate for loss of habitat in the Natomas Basin at a 0.5-to-1.0 ratio, per the requirements of the NBHCP.</i></p>					
4.3-4: The Proposed Project could require removal of Street Trees and/or Heritage Trees.	<p>4.3-4</p> <p><i>The applicant for any project within the Downtown project site that would remove street and/or heritage trees shall submit a tree removal permit application for the removal of protected trees, as defined by City Codes 12.56 and 12.64. The application shall include proposed mitigation measures to protect retained trees and proposed replacement measures to mitigate for the loss of tree resources (replacement measures may be determined in consultation with the City's Director of the Department of Public Works). Several standard tree protection measures for retained trees are listed below; these measures may be revised in consultation with the City's Director of the Department of Transportation as appropriate.</i></p> <ul style="list-style-type: none"> • <i>A Tree Protection Zone (TPZ) shall be established around any tree or group of trees to be retained. The formula typically used is defined as 1.5 times the radius of the dripline or 5 feet from the edge of any grading, whichever is greater. The TPZ may be adjusted on a case-by-case basis after consultation with a certified arborist.</i> • <i>The TPZ of any protected trees shall be marked with permanent fencing (e.g., post and wire or equivalent), which shall remain in place for the duration of construction activities in the area. Post "keep out" signs on all sides of fencing.</i> 	<p>Include tree removal requirements and/or tree protection requirements on Grading and Construction Plans. Include tree replacement requirements on Grading and Construction Plans.</p> <p>Remove street and/or heritage trees according to the protocol described in Mitigation Measure 4.3-4.</p>	ESC, SPD	Project applicant	Prior to grading permit issuance.	City of Sacramento Community Development Department and Department of Public Works
			ESC, SPD	Project applicant	During construction	City of Sacramento Community Development Department and Department of Public Works

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Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<ul style="list-style-type: none"> <i>Construction-related activities, including grading, trenching, construction, demolition, or other work shall be prohibited within the TPZ. No heavy equipment or machinery shall be operated within the TPZ. No construction materials, equipment, machinery, or other supplies shall be stored within a TPZ. No wires or signs shall be attached to any tree. Any modifications must be approved and monitored by a certified arborist.</i> <i>Prune selected trees to provide necessary clearance during construction and to remove any defective limbs or other parts that may pose a failure risk. All pruning shall be completed by a certified arborist or tree worker and adhere to the Tree Pruning Guidelines of the International Society of Arboriculture.</i> <i>The TPZs of protected trees shall be monitored on a weekly basis.</i> <i>A certified arborist shall monitor the health and condition of the protected trees and, if necessary, recommend additional mitigations and appropriate actions. This shall include the monitoring of trees adjacent to project facilities in order to determine if construction activities (including the removal of nearby trees) would affect protected trees in the future.</i> 					
4.3-5: The Proposed Project could install a digital billboard within a habitat mitigation area, resulting in a net loss in restorable area.	<p>4.3-5</p> <p><i>To mitigate for potential temporary and permanent impacts to Sutter's Landing Regional Park's "Triangle" mitigation area, the applicant shall restore all temporary project-related impacts immediately following the completion of installation of the digital billboard. The applicant shall implement additional site restoration and enhancement within the "Triangle" mitigation area to ensure no net loss of habitat values. Restoration and enhancement activities may include the planting of additional oak trees and other vegetation (native shrubs, vines, forbs, and/or grasses) consistent with the 28th Street Landfill Tree Removal Mitigation Committee Report.</i></p>	Follow the protocol described in Mitigation Measure 4.3-5 to mitigate for temporary and permanent impacts to Sutter's Landing Regional Park's "Triangle" mitigation area. Include project-related site restoration requirements on Construction Plans.	DB-5 DB-5	Project applicant Project applicant	Immediately following the completion of installation of the digital billboard Prior to construction	Sutter's Landing Regional Park and City of Sacramento Community Development Department City of Sacramento Community Development Department
4.3-6: The Proposed Project would contribute to the cumulative harm to special-status species or species of special concern and/or loss of degradation of their habitat.	<p>4.3-6</p> <p><i>Implement Mitigation Measures 4.3-1(a), 4.3-1(b), 4.3-2(a), 4.3-2(b), 4.3-2(c), and 4.3-5.</i></p>	See Mitigation Measure 4.3-1(a), Mitigation Measure 4.3-1(b), Mitigation Measure 4.3-2(a), Mitigation Measure 4.3-2(b), Mitigation Measure 4.3-2(c), and Mitigation Measure 4.3-5.	DB-3 DB-9 ESC, SPD, DB-1, DB-3, DB-4, DB-5 DB-4 DB-3, DB-4 DB-5	See Mitigation Measures 4.3-1(a), 4.3-1(b), 4.3-2(a), 4.3-2(b), 4.3-2(c), and 4.3-5.	See Mitigation Measures 4.3-1(a), 4.3-1(b), 4.3-2(a), 4.3-2(b), 4.3-2(c), and 4.3-5.	See Mitigation Measures 4.3-1(a), 4.3-1(b), 4.3-2(a), 4.3-2(b), 4.3-2(c), and 4.3-5.
4.3-7: The Proposed Project would contribute to the cumulative loss and degradation of wetlands.	<p>4.3-7</p> <p><i>Implement Mitigation Measure 4.3-3.</i></p>	See Mitigation Measure 4.3-3.	DB-7, DB-9	See Mitigation Measure 4.3-3.	See Mitigation Measure 4.3-3.	See Mitigation Measure 4.3-3.
4.3-8: The Proposed Project would contribute to the cumulative loss of street trees and heritage trees.	<p>4.3-8</p> <p><i>Implement Mitigation Measure 4.3-4.</i></p>	See Mitigation Measure 4.3-4.	ESC, SPD	See Mitigation Measure 4.3-4.	See Mitigation Measure 4.3-4.	See Mitigation Measure 4.3-4.

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Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.4 Cultural Resources						
4.4-1: The Proposed Project could damage, degrade and/or destroy historic resources.	4.4-1(a) <i>The Project applicant shall protect the Hotel Marshall from physical damage during demolition to ensure that the building's historic integrity of material is not significantly diminished and the Project Proponents will be responsible for repairs to the Hotel Marshall for damage caused by the demolition of the loading dock. If necessary, repairs shall be conducted in compliance with the "Treatment of Preservation" under the Secretary of Interior's Standards for the Treatment of Historic Properties (SOI Standards). The Project Proponents shall provide the City Preservation Director for review and approval of work plans for documenting the pre-construction condition of the Marshall Hotel, for protocols as to determining damage from demolition work, for the means and methods of protecting the Marshall Hotel during demolition, and for the means and methods of the demolition work itself alongside the Marshall Hotel, for the means and methods for making any of the repairs to be undertaken as a result of construction damage, and a completion report to ensure compliance with the SOI Standards. The Project Proponents shall be responsible for repairs related to project impacts and not for general rehabilitation or restoration activities on the Hotel Marshall.</i>	Protect the Hotel Marshall from physical damage during demolition by following the protocol described in Mitigation Measure 4.4-1(a). Include Hotel Marshall protection requirements on Demolition, Grading and Construction Plans.	ESC, SPD	Project applicant	During demolition Prior to construction	City of Sacramento Community Development Department City of Sacramento Community Development Department
	4.4-1(b) <i>Implement Mitigation Measure 4.8-3.</i>	See Mitigation Measure 4.8-3.	ESC, SPD	See Mitigation Measure 4.8-3.	See Mitigation Measure 4.8-3.	See Mitigation Measure 4.8-3.
4.4-2: Construction of the Proposed Project could damage or destroy archaeological resources.	4.4-2(a) <i>The project applicant shall retain a qualified archaeologist (i.e., defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology) to carry out all actions related to archaeological and historical resources. Prior to the start of any ground disturbing activities, the qualified archaeologist shall conduct a Cultural Resources Sensitivity Training for all construction personnel working on the project. The training shall include an overview of potential cultural resources that could be encountered during ground disturbing activities to facilitate worker recognition, avoidance, and subsequent immediate notification to the qualified archaeologist for further evaluation and action, as appropriate; and penalties for unauthorized artifact collecting or intentional disturbance of archaeological resources. The project applicant shall inform the City Preservation Director prior to ground disturbing activities. During ground disturbing activities, archaeological monitoring shall be undertaken by the qualified archaeologist and Native American monitor as approved by the City Preservation Director.</i>	Retain a qualified archaeologist to carry out all actions related to archaeological and historical resources according to the protocol described in Mitigation Measure 4.4-2(a). Obtain City Preservation Director approval. Include construction worker training requirements on Grading and Construction Plans.	ESC, SPD, DB-all	Project applicant, City Preservation Director	During construction Prior to construction	City of Sacramento Community Development Department City of Sacramento Community Development Department

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4.4-2(b)	<p><i>If items of historic or archaeological interest are discovered, the construction contractor shall immediately cease all work activities in the vicinity (within approximately 100 feet) of the discovery. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, baked clay fragments, or faunal food remains (bone and shell); stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and/or battered stone tools, such as hammerstones and pitted stones. Historic-period materials might include the remains of stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. After cessation of excavation the contractor shall immediately contact the City. The contractor shall not resume work until authorization is received from the City.</i></p> <p><i>Any inadvertent discovery of cultural resources during construction shall be evaluated by a qualified archaeologist. If deemed appropriate by the qualified archaeologist, an Archaeological Testing and Recovery Plan shall be prepared and implemented for the area subject to excavation. The qualified archaeologist shall determine whether monitoring is appropriate when construction activities resume.</i></p> <p><i>If it is determined that the project could damage a historical resource or a unique archaeological resource (as defined pursuant to the State CEQA Guidelines), mitigation shall be implemented in accordance with PRC Section 21083.2 and section 15126.4 of the CEQA Guidelines, with a preference for preservation in place. Consistent with State CEQA Guidelines section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance is not feasible, the archaeologist shall develop a treatment plan in consultation with the City and appropriate Native American representatives (if the find is of Native American origin).</i></p>	<p>Immediately cease all work activities within approximately 100 feet of any discovered items of historic or archaeological interest, contact the City of Sacramento, and follow the protocol described in Mitigation Measure 4.4-2(b).</p> <p>Include historic and archaeological resources discovery, identification, and notification guidelines on Grading and Construction Plans.</p>	ESC, SPD, DB-all	Project applicant and City of Sacramento Community Development Department	During construction	City of Sacramento Community Development Department
4.4-2(c)	<p><i>If a human bone or bone of unknown origin is found during construction, all work shall stop in the vicinity of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the contractor to develop a program for re-interment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.</i></p>	<p>Immediately stop work in the vicinity of discovered human bone or bone of unknown origin, notify the County Coroner, and follow the protocol described in Mitigation Measure 4.4-2(c).</p> <p>Include bone discovery, identification, and notification guidelines on Grading and Construction Plans.</p>	ESC, SPD, DB-all	Project applicant	During construction	City of Sacramento Community Development Department
			ESC, SPD, DB-all	Project applicant	Prior to construction	City of Sacramento Community Development Department

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4.4-2(d)	<p><i>Prior to project construction at the I-5 at Bayou Road digital billboard site, on-site construction personnel shall attend a mandatory pre-project training led by a Secretary of the Interior-qualified archaeologist. The training will outline the general archaeological sensitivity of the area (without providing site specifics) and the procedures to follow in the event an archaeological resource and/or human remains are inadvertently discovered.</i></p> <p><i>Prior to installation of the billboard, a Secretary of the Interior-qualified archaeologist shall establish an Archaeologically Sensitive Area (ASA) that shall remain in place during construction activities within and adjacent to the ASA. The ASA will include the electrical box and a 15-foot radius around the electrical box, as well as a 10-foot buffer around that radius. No personnel associated with project activities would be allowed access within the ASA without an archaeologist present. The archaeologist shall also monitor any activities within the ASA to ensure that ground disturbing activities do not adversely affect the known archaeologically-sensitive resources within the ASA.</i></p> <p><i>Monitoring shall be required during all earthmoving activities associated with the installation of the billboard including, but not limited to site preparation, excavation of the footing for the billboard, and utility trenching.</i></p> <p><i>If archaeological materials are encountered during billboard construction, all soil disturbing activities within 25 feet in all directions of the find shall cease until the resource is evaluated. The monitor shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological resource. If it is determined that the project could damage a historical resource or a unique archaeological resource (as defined pursuant to the State CEQA Guidelines section 15064.5), mitigation shall be implemented in accordance with PRC Section 21083.2 and section 15126.4 of the State CEQA Guidelines, with a preference for preservation in place. Consistent with State CEQA Guidelines section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance is not feasible, the archaeologist shall develop a treatment plan in consultation with the City. At the conclusion of construction activities, the archaeological monitor shall submit a memorandum to the City describing what, if any, archaeological resources were encountered during construction activities.</i></p>	Retain a qualified archaeological monitor to train construction personnel on the archaeological sensitivity of the area.	DB-8	Project applicant	Prior to construction	City of Sacramento Community Development Department
		Establish Archaeologically Sensitive Area (ASA) around area described. Monitor construction activities within and near the established ASA.	DB-8	Project applicant	During construction	City of Sacramento Community Development Department
		Monitor earthmoving activities to prevent damage to potential archaeological resources.	DB-8	Project applicant	During construction	City of Sacramento Community Development Department
		The archaeological monitor shall carry out all actions related to archaeological resources according to the protocol described in Mitigation Measure 4.4-3(a).	DB-8	Project applicant	During construction	City of Sacramento Community Development Department

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TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.4-3: Construction of the Proposed Project could damage and/or destroy paleontological resources.	4.4-3(a) <i>The project applicant shall retain a qualified paleontologist to carry out all actions related to paleontological resources. Prior to the start of any ground disturbing activities, the qualified paleontologist shall conduct a Paleontological Resources Sensitivity Training for all construction personnel working on the project. The training shall include an overview of potential paleontological resources that could be encountered during ground disturbing activities to facilitate worker recognition, avoidance, and subsequent immediate notification to the qualified paleontologist for further evaluation and action, as appropriate; and penalties for unauthorized artifact collecting or intentional disturbance of paleontological resources.</i>	Retain a qualified paleontologist to carry out all actions related to paleontological resources according to the protocol described in Mitigation Measure 4.4-3(a). Include paleontological resources training, discovery, identification, avoidance and notification guidelines on Grading and Construction Plans.	ESC, SPD, DB-all	Project applicant	During construction	City of Sacramento Community Development Department
	4.4-3(b) <i>If discovery is made of items of paleontological interest, the contractor shall immediately cease all work activities in the vicinity (within approximately 100 feet) of the discovery. After cessation of excavation the contractor shall immediately contact the City. The contractor shall not resume work until authorization is received from the City. Any inadvertent discovery of paleontological resources during construction shall be evaluated by a qualified paleontologist. If it is determined that the project could damage a unique paleontological resource (as defined pursuant to the CEQA Guidelines), mitigation shall be implemented in accordance with PRC Section 21083.2 and Section 15126.4 of the CEQA Guidelines. If avoidance is not feasible, the paleontologist shall develop a treatment plan in consultation with the City.</i>	Immediately cease all work activities within approximately 100 feet of discovered items of paleontological interest, contact the City of Sacramento, and follow the protocol described in Mitigation Measure 4.4-3(b). Include paleontological resources discovery, identification, and notification guidelines on Grading and Construction Plans.	ESC, SPD, DB-all	Project applicant and City of Sacramento Community Development Department	During construction	City of Sacramento Community Development Department
	4.4-4 <i>Implement Mitigation Measure 4.4-1.</i>	See Mitigation Measure 4.4-1.	ESC, SPD, DB-all	See Mitigation Measure 4.4-1.	See Mitigation Measure 4.4-1.	See Mitigation Measure 4.4-1.
4.4-5: The Proposed Project would contribute to cumulative losses of archaeological resources.	4.4-5 <i>Implement Mitigation Measure 4.4-2.</i>	See Mitigation Measure 4.4-2.	ESC, SPD, DB-all	See Mitigation Measure 4.4-2.	See Mitigation Measure 4.4-2.	See Mitigation Measure 4.4-2.
4.4-6: The Proposed Project would contribute to cumulative losses of paleontological resources.	4.4-6 <i>Implement Mitigation Measure 4.4-3.</i>	See Mitigation Measure 4.4-3.	ESC, SPD, DB-all	See Mitigation Measure 4.4-3.	See Mitigation Measure 4.4-3.	See Mitigation Measure 4.4-3.
4.6 Hazards and Hazardous Materials						
4.6-1: The Proposed Project could expose people to previously unidentified contaminated soil during construction activities.	4.6-1(a) <i>If unidentified or suspected contaminated soil or groundwater evidenced by stained soil, noxious odors, or other factors, is encountered during site preparation or construction activities</i>	Stop work if unidentified or suspected contaminated soil or groundwater is encountered and follow the protocol described in Mitigation Measure 4.6-1(a).	ESC, SPD, DB-all	Project applicant, Sacramento County Environmental Management Department, and California Department of Toxic Substances Control	During construction	City of Sacramento Community Development Department

ESC = Entertainment and Sports Center; SPD = Special Planning District; DB-all = all proposed digital billboard sites; DB-1= I-5 at Water Tank; DB-2 = US 50 at Pioneer Reservoir; DB-3 = Business 80 at Sutter's Landing Regional Park; DB-4 = Business 80 at Del Paso Regional Park/Haggin Oaks; DB-5 = Business 80 at Sutter's Landing Regional Park/American River; DB-6 = I-80 at Roseville Road; DB-7 = SR 99 at Calvine Road; DB-8 = I-5 at Bayou Road; DB-9 = I-5 at San Juan Road; DB-10 = I-5 at Sacramento Railyards

TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<p><i>at the Downtown project site and/or digital billboard site, work shall stop in the area of potential contamination, and the type and extent of contamination shall be identified by a Registered Environmental Assessor (REA) or qualified professional. The REA or qualified professional shall prepare a report that includes, but is not limited to, activities performed for the assessment, summary of anticipated contaminants and contaminant concentrations, and recommendations for appropriate handling and disposal. Site preparation or construction activities shall not recommence within the contaminated areas until remediation is complete and a "no further action" letter is obtained from the appropriate regulatory agency.</i></p>	Include listing of contaminated soil or groundwater indicators on Grading and Construction Plans. Include contaminated soil or groundwater discovery, identification, and notification guidelines on Grading and Construction Plans.	ESC, SPD, DB-all	Project applicant	Prior to construction	City of Sacramento Community Development Department
4.6-1(b)	<p><i>Prior to final project design and any earth disturbing activities at the US 50 at Pioneer Reservoir, I-80 at Roseville Road, and I-5 at Sacramento Railyards billboard sites, the City shall require that the applicant conduct a Phase I Environmental Site Assessment. The Phase I Site Assessment shall be prepared by a REA or other qualified professional to assess the potential for contaminated soil or groundwater conditions at the project site. The Phase I Site Assessment shall include a review of appropriate federal and State hazardous materials databases, as well as relevant local hazardous material site databases for hazardous waste on-site and off-site locations within a one-quarter mile radius of the subject project site. The Phase I Site Assessment shall also include a review of existing or past land uses and aerial photographs, summary of results of reconnaissance site visit(s), and review of other relevant existing information that could identify the potential existence of contaminated soil or groundwater. If no contaminated soil or groundwater is identified or the Phase I ESA does not recommend any further investigation than no further action is required.</i></p> <p><i>The Phase 1 ESA for the Sacramento Railyards shall include contacting DTSC to obtain information to identify any remediation infrastructure within the vicinity of the proposed billboard site. No remediation system, monitoring well network, extraction wells, associated conveyance piping or treatment systems shall be altered, disturbed or destroyed without prior approval by DTSC.</i></p> <p><i>No excavation and/or removal of soil at the Sacramento Railyards billboard site, except as allowed pursuant to section 3.01.C of the 1994 covenant, shall occur without prior written approval of DTSC. Excavated soil must be tested for those compounds noted in the preamble of the 1994 covenant and properly used, treated and/or disposed of as required by law and DTSC.</i></p>	<p>Conduct Phase I Environmental Site Assessments at the US 50 at Pioneer Reservoir, the I-80 at Roseville Road and/or I-5 at Sacramento Railyards billboard sites according to the requirements described in Mitigation Measure 4.6-1(b).</p> <p>Provide information on location of remediation facilities within the area to be disturbed to Contractor.</p> <p>Include prohibition on removal of remediation facilities on Grading and Construction Plans.</p>	DB-2, DB-6, DB-10 DB-10 DB-10	Project applicant DTSC, project applicant Project applicant	Prior to final project design Prior to construction Prior to construction	City of Sacramento Community Development Department City of Sacramento Community Development Department City of Sacramento Community Development Department
4.6-1(c)	<p><i>If existing soil or groundwater contamination is identified and the Phase I ESA recommends further review, the applicant shall retain a REA to conduct follow-up sampling to characterize the contamination and to identify any required</i></p>	<p>Retain a REA to conduct follow-up sampling to characterize any identified contamination and to identify any required remediation according to the protocol described in Mitigation Measure 4.6-1(c).</p> <p>Include specifications of follow up sampling, if any, in</p>	DB-2, DB-6, DB-10	Project applicant, Sacramento County Environmental Management Department, and California Department of Toxic Substances Control	Prior to construction, if additional analysis recommended in Phase I ESA	City of Sacramento Community Development Department

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Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<p><i>remediation that shall be conducted consistent with applicable regulations prior to any earth-disturbing activities. The environmental professional shall prepare a report that includes, but is not limited to, activities performed for the assessment, summary of anticipated contaminants and contaminant concentrations at the proposed construction site, and recommendations for appropriate handling of any contaminated materials during construction. These recommendations shall be implemented and the site shall be deemed remediated by the appropriate agency (e.g., DTSC, Sacramento County EMD) prior to earth disturbance continuing in the vicinity of the contamination.</i></p>	Construction and Grading Plans.				
4.6-3: The Proposed Project could expose people to existing contaminated groundwater during dewatering activities.	4.6-3 <i>Implement Mitigation Measure 4.6-1 (a) through (c).</i>	See Mitigation Measure 4.6-1(a), Mitigation Measure 4.6-1(b) and Mitigation Measure 4.6-1(c).	ESC, SPD, DB – all DB-2, DB-6, DB-10 DB-2, DB-6, DB-10	See Mitigation Measure 4.6-1(a) through (c).	See Mitigation Measure 4.6-1(a) through (c).	See Mitigation Measure 4.6-1(a) through (c).
4.6-4: Dewatering activities associated with the Proposed Project could interfere with remediation of the Railyards South Plume.	4.6-4 <i>Prior to initiating dewatering activities for the ESC and/or SPD development, the project applicant shall demonstrate that dewatering activities would adequately protect construction workers and minimize interference with remediation activities subject to approval from DTSC. If during project dewatering, monitoring data indicate that the remediation of the groundwater plume is being adversely affected, dewatering activities shall cease until measures are developed and implemented, subject to DTSC approval. Measures might include: (1) limiting the duration of pumping during periods of high groundwater flow; (2) relocating dewatering wells; or (3) equally effective measures to be developed in consultation with DTSC which eliminate demonstrated adverse effects to on-going remediation.</i>	Obtain approval from DTSC prior to initiating dewatering activities for the ESC and/or SPD development. If monitoring data indicate that remediation of the plume is being affected, contact DTSC and undertake appropriate actions. After approval from DTSC is obtained, include DTSC approval notice on Grading and Construction Plans.	ESC, SPD	Project applicant and City of Sacramento Community Development Department	Prior to initiating dewatering activities	City of Sacramento Community Development Department
4.6-6: The Proposed Project would contribute to cumulative dewatering activities that could interfere with remediation of the existing South Plume.	4.6-6 <i>Implement Mitigation Measure 4.6-4.</i>	See Mitigation Measure 4.6-4.	ESC, SPD	See Mitigation Measure 4.6-4.	See Mitigation Measure 4.6-4.	See Mitigation Measure 4.6-4.
4.7 Hydrology and Water Quality						
4.7-2: Implementation of the Proposed Project could increase the risk of flooding on- or off-site.	4.7-2 <i>Implement Mitigation Measure 4.11-5.</i>	See Mitigation Measure 4.11-5.	ESC, SPD	See Mitigation Measure 4.11-5.	See Mitigation Measure 4.11-5.	See Mitigation Measure 4.11-5.
4.7-5: The Proposed Project could contribute to cumulative increases in the risk of flooding.	4.7-5 <i>Implement Mitigation Measure 4.7-2.</i>	See Mitigation Measure 4.7-2.	ESC, SPD	See Mitigation Measure 4.7-2.	See Mitigation Measure 4.7-2.	See Mitigation Measure 4.7-2.

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Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.8 Noise						
4.8-1: The Proposed Project could result in a substantial permanent increase in ambient exterior noise levels in the project vicinity.	4.8-1(a) <i>On-site mechanical equipment (e.g., HVAC units, compressors, generators) and area-source operations (e.g., loading docks) shall be located as far as possible and/or shielded from nearby noise sensitive land uses to meet City noise standards.</i>	Include mechanical equipment location and noise specifications consistent with Mitigation Measure 4.8-1(a) on Construction Plans.	ESC, SPD	Project applicant	Prior to construction	City of Sacramento Community Development Department
	4.8-1(b) <i>The project applicant shall retain a qualified acoustical consultant to verify that the architectural and outdoor amplified sound system designs incorporate all acoustical features in order to comply with the City of Sacramento Noise Ordinance.</i>	Demonstrate that architectural and outdoor amplified sound system designs comply with City of Sacramento Noise Ordinance through implementation of all acoustical features.	ESC	Project applicant	Prior to design review approval permit	City of Sacramento Community Development Department
4.8-2: The Proposed Project could result in residential interior noise levels of 45 dBA Ldn or greater caused by noise level increases due to project operation.	4.8-2(a) <i>Prior to the issuance of building permits, the City shall require project applicants for residential development to submit a detailed noise study, prepared by a qualified acoustical consultant, to identify design measures necessary to achieve the City interior standard of 45 Ldn in the proposed new residences. The study shall be submitted to the City for review and approval. Design measures such as the following could be required, depending on the specific findings of the noise study: double-paned glass windows facing noise sources; solid-core doors; increased sound insulation of exterior walls (such as through staggered-or double-studs, multiple layers of gypsum board, and incorporation of resilient channels); weather-tight seals for doors and windows; or sealed windows with an air conditioning system installed for ventilation. This study can be a separate report, or included as part of the Noise and Vibration Reduction Plan for the SPD. The building plans submitted for building permit approval shall be accompanied by certification of a licensed engineer that the plans include the identified noise-attenuating design measures and satisfy the requirements of this mitigation measure.</i>	Demonstrate that the project does not result in interior noise levels of 45 dBA Ldn or greater at nearby residential uses by following the protocol described in Mitigation Measure 4.8-2(a).	SPD	Project applicant	Prior to issuance of building permits	City of Sacramento Community Development Department
	4.8-2(b) <i>Implement Mitigation Measure 4.8-1(b) to minimize noise from outdoor amplified sound systems.</i>	See Mitigation Measure 4.8-1(b).	ESC	See Mitigation Measure 4.8-1(b).	See Mitigation Measure 4.8-1(b).	See Mitigation Measure 4.8-1(b).

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Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.8-3: Construction of the Proposed Project could result in noise levels that temporarily exceed the City standards.	4.8-3 <i>Prior to the issuance of any building permit for each phase of project development, the project applicant shall develop a Noise and Vibration Reduction Plan in coordination with an acoustical consultant, geotechnical engineer, and construction contractor, and submit the Plan to the City Chief Building Official for approval. The Plan shall include the following elements:</i> <ul style="list-style-type: none"> • To mitigate noise, the Plan shall include measures such that off-road equipment will not exceed interior noise of 45 dBA Leq (between 10 p.m. and 7 a.m.) and 75 dBA Leq (between 7 a.m. and 10 p.m.) at nearby receptors. • To mitigate vibration, the Plan shall include measures such that surrounding buildings will be exposed to less than 80 VdB and 83 VdB where people sleep and work, respectively, and less than 0.2 PPV for historic buildings and 0.5 PPV for non-historic buildings to prevent building damage. <i>Measures and controls shall be identified based on project-specific final design plans, and may include, but are not limited to, some or all of the following:</i> <ul style="list-style-type: none"> • Buffer distances and types of equipment selected to minimize noise and vibration impacts during demolition/construction at nearby receptors in order to meet the specified standards. • Haul routes that affect the fewest number of people shall be selected and subject to preapproval by the City. • Construction contractors shall utilize equipment and trucks equipped with the best available noise control techniques, such as improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible. • Impact tools (i.e., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used to lower noise levels from the exhaust by up to about 10 dBA. External jackets shall be used on impact tools, where feasible, in order to achieve a further reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible. • Stationary noise sources shall be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, 	Develop a Noise and Vibration Reduction Plan according to the requirements described in Mitigation Measure 4.8-3. Include noise and vibration reduction requirements and maximum noise levels permitted on Demolition, Grading and Construction Plans. Include noise and vibration monitoring requirements on Demolition, Grading and Construction Plans. Include the requirement for an on-site disturbance coordinator on Demolition, Grading and Construction Plans.	ESC, SPD	Project applicant	Prior to the issuance of any building permit for each phase of project	City of Sacramento Community Development Department
			ESC, SPD	Project applicant	Prior to construction	City of Sacramento Community Development Department

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	<p><i>incorporate insulation barriers, or other measures to the extent feasible.</i></p> <ul style="list-style-type: none"> • <i>Erection of a six-foot or greater solid plywood construction/noise barrier, where feasible, around the outside perimeter of the project site where the demolition or construction activity area faces occupied uses (i.e., excluding parking garages). The barrier shall not contain any significant gaps at its base or face, except for site access and surveying openings.</i> • <i>Use of "quiet" pile driving technology (such as auger displacement installation), where feasible in consideration of geotechnical and structural requirements and conditions.</i> • <i>Erection of a scaffold with reinforced noise blankets to completely block the line of sight of the Jade Apartments and accessible faces of the Hotel Marshall prior to commencement of demolition, and shall extend the scaffold to screen the Hotel Marshall incrementally as access is provided by demolition of the adjacent Macy's building. Alternatively, residents of these two buildings could be temporarily relocated during demolition, excavation, and construction activities that could result in noise and vibration levels that exceed the above listed thresholds.</i> • <i>Implement a vibration, crack, and line and grade monitoring program at existing historic and non-historic buildings located within 20 feet and 10 feet of demolition/construction activities, respectively. The following elements shall be included in this program:</i> <ul style="list-style-type: none"> ○ <i>Pre-Demolition and Construction:</i> <ul style="list-style-type: none"> ▪ <i>To assist with measures regarding impacts to historical resources, the project applicant and construction contractor shall solicit input and review of plan components from a person(s) who meets the SOI Professional Qualification Standards for Architectural History, and, as appropriate, an architect that meets the SOI Professional Qualification Standard for Historic Architect. These qualification standards are defined in Title 36 Code of Federal Regulations Part 61.</i> ▪ <i>Photos of current conditions shall be included as part of the crack survey that the construction contractor will undertake. This includes photos of existing cracks and other material conditions present on or at the surveyed buildings. Images of interior conditions shall be included if possible. Photos in the report shall be labeled in detail and dated.</i> ▪ <i>The construction contractors shall install crack gauges on cracks in the walls of the</i> 					

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	<p><i>historical and non-historical buildings to measure changes in existing cracks during project activities. Crack gauges shall be installed on multiple representative cracks, particularly on sides of the building facing the project.</i></p> <ul style="list-style-type: none"> ▪ <i>The construction contractor shall determine the number and placement of vibration receptors at the affected historic and non-historic buildings in consultation with the consulting architectural historian and/or architect. The number of units and their locations shall take into account proposed demolition and construction activities so that adequate measurements can be taken illustrating vibration levels during the course of the project, and if/when levels exceed the established threshold.</i> ▪ <i>A line and grade pre-construction survey at the affected historic and non-historic buildings shall be conducted.</i> <ul style="list-style-type: none"> ○ <i>During Demolition and Construction:</i> <ul style="list-style-type: none"> ▪ <i>The construction contractor shall regularly inspect and photograph crack gauges, maintaining records of these inspections to be included in post-construction reporting. Gauges shall be inspected every two weeks, or more frequently during periods of active project actions in close proximity to crack monitors, such as during demolition of the Macy's Men's and Furniture Department Building near the Hotel Marshall.</i> ▪ <i>The construction contractor shall collect vibration data from receptors and report vibration levels to the City Chief Building Official on a monthly basis. The reports shall include annotations regarding project activities as necessary to explain changes in vibration levels, along with proposed corrective actions to avoid vibration levels approaching or exceeding the established threshold.</i> ▪ <i>With regards to historic structures, if vibration levels exceed the threshold and monitoring or inspection indicates that the project is damaging the building, the historic building shall be provided additional protection or stabilization. If necessary and with approval by the City Chief Building Official, the construction contractor shall install temporary shoring or stabilization to help avoid permanent impacts. Stabilization may involve structural reinforcement or corrections for deterioration that would</i> 					

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	<p><i>minimize or avoid potential structural failures or avoid accelerating damage to the historic structure. Stabilization shall be conducted following the Secretary of Interior Standards Treatment of Preservation. This treatment shall ensure retention of the historical resource's character-defining features. Stabilization may temporarily impair the historic integrity of the building's design, material, or setting, and as such, the stabilization must be conducted in a manner that will not permanently impair a building's ability to convey its significance. Measures to shore or stabilize the building shall be installed in a manner that when they are removed, the historic integrity of the building remains, including integrity of material.</i></p> <ul style="list-style-type: none"> ○ Post-Construction <ul style="list-style-type: none"> ▪ <i>The applicant (and its construction contractor) shall provide a report to the City Chief Building Official regarding crack and vibration monitoring conducted during demolition and construction. In addition to a narrative summary of the monitoring activities and their findings, this report shall include photographs illustrating the post-construction state of cracks and material conditions that were presented in the pre-construction assessment report, along with images of other relevant conditions showing the impact, or lack of impact, of project activities. The photographs shall sufficiently illustrate damage, if any, caused by the project and/or show how the project did not cause physical damage to the historic and non-historic buildings. The report shall include annotated analysis of vibration data related to project activities, as well as summarize efforts undertaken to avoid vibration impacts. Finally, a post-construction line and grade survey shall also be included in this report.</i> ▪ <i>The project applicant (and its construction contractor) shall be responsible for repairs from damage to historic and non-historic buildings if damage is caused by vibration or movement during the demolition and/or construction activities. Repairs may be necessary to address, for example, cracks that expanded as a result of the project, physical damage visible in post-construction assessment, or holes or connection points that were needed for shoring or stabilization. Repairs shall be directly related to project impacts and will not apply to general rehabilitation or restoration activities of the buildings. If necessary for historic structures,</i> 					

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	<p><i>repairs shall be conducted in compliance with the Secretary of Interior Standards Treatment of Preservation. The project applicant shall provide the City Chief Building Official and City Preservation Officer for review and comment both a work plan for the repairs and a completion report to ensure compliance with the SOI Standards.</i></p> <ul style="list-style-type: none"> • <i>Designate a disturbance coordinator and conspicuously post this person's number around the project site, in adjacent public spaces, and in construction notifications. The disturbance coordinator shall be responsible for responding to any local complaints about construction activities. This disturbance coordinator shall receive all public complaints about construction noise disturbances and be responsible for determining the cause of the complaint and implementation of feasible measures to be taken to alleviate the problem. The disturbance coordinator shall have the authority to halt noise- or vibration-generating activity if necessary to protect public health and safety.</i> • <i>Adjacent noise-sensitive residents and commercial uses (i.e., educational, religious, transient lodging) within 200 feet of demolition and pile driving activity shall be notified of the construction schedule, as well as the name and contact information of the project disturbance coordinator.</i> 					
4.8-4: Construction of the Proposed Project would expose existing and/or planned buildings, and persons within, to significant vibration that could disturb people and damage buildings.	4.8-4 <i>Implement Mitigation Measure 4.8-3.</i>	See Mitigation Measure 4.9-3.	ESC, SPD	See Mitigation Measure 4.9-3.	See Mitigation Measure 4.9-3.	See Mitigation Measure 4.9-3.
4.8-6: The Proposed Project would contribute to cumulative increases in ambient exterior noise levels in the project vicinity.	4.8-6 <i>Implement Mitigation Measures 4.8-1(a) and 4.8-1(b).</i>	See Mitigation Measure 4.8-1(a) and Mitigation Measure 4.8-1(b).	ESC, SPD ESC	See Mitigation Measures 4.8-1(a) and 4.8-1(b).	See Mitigation Measures 4.8-1(a) and 4.8-1(b).	See Mitigation Measures 4.8-1(a) and 4.8-1(b).
4.8-7: Implementation of the Proposed Project would contribute to cumulative increases in residential interior noise levels of 45 dBA Ldn or greater.	4.8-7 <i>Implement Mitigation Measures 4.8-2(a) and 4.8-2(b).</i>	See Mitigation Measures 4.8-2(a) and Mitigation Measure 4.8-2(b).	SPD ESC	See Mitigation Measures 4.8-2(a) and 4.8-2(b).	See Mitigation Measures 4.8-2(a) and 4.8-2(b).	See Mitigation Measures 4.8-2(a) and 4.8-2(b).
4.8-8: The Proposed Project would result in exposure of people to cumulative increases in construction noise levels.	4.8-8 <i>Implement Mitigation Measure 4.8-3.</i>	See Mitigation Measure 4.8-3.	ESC, SPD	See Mitigation Measure 4.8-3.	See Mitigation Measure 4.8-3.	See Mitigation Measure 4.8-3.

ESC = Entertainment and Sports Center; SPD = Special Planning District; DB-all = all proposed digital billboard sites; DB-1= I-5 at Water Tank; DB-2 = US 50 at Pioneer Reservoir; DB-3 = Business 80 at Sutter's Landing Regional Park; DB-4 = Business 80 at Del Paso Regional Park/Haggin Oaks; DB-5 = Business 80 at Sutter's Landing Regional Park/American River; DB-6 = I-80 at Roseville Road; DB-7 = SR 99 at Calvine Road; DB-8 = I-5 at Bayou Road; DB-9 = I-5 at San Juan Road; DB-10 = I-5 at Sacramento Railyards

TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.8-9: The Proposed Project would contribute to cumulative construction that could expose existing and/or planned buildings, and persons within, to significant vibration.	4.8-9 <i>Implement Mitigation Measure 4.8-3.</i>	See Mitigation Measure 4.8-3.	ESC, SPD	See Mitigation Measure 4.8-3.	See Mitigation Measure 4.8-3.	See Mitigation Measure 4.8-3.
4.10 Transportation						
4.10-1: The Proposed Project would worsen conditions at intersections in the City of Sacramento.	4.10-1 <i>The applicant shall be required to prepare and implement an Event Transportation Management Plan (TMP) that would provide a range of transportation management strategies designed to address the travel associated with various events at the ESC, and to improve operations in downtown before, during, and after ESC events. The TMP will be subject to review and approval of City of Sacramento Traffic Engineer, in consultation with affected agencies such as Caltrans and Regional Transit.</i>	Prepare and implement an Event Transportation Management Plan (TMP) according to the requirements described in Mitigation Measure 4.10-1.	ESC, SPD	Project applicant, Caltrans, and Regional Transit	TMP approved prior to issuance of certificate of occupancy; Implement during operation	City of Sacramento Community Development Department, Department of Public Works, City of Sacramento Fire and Police departments
4.10-2: The Proposed Project would worsen conditions on freeway facilities maintained by Caltrans.	4.10-2 <i>Prior to the issuance of each building permit for the project, the project applicant shall pay its fair-share contribution to fund planned transportation improvements which are included in the SACOG Metropolitan Transportation Plan (MTP) and are located within the I-5 freeway corridor in proximity to the project. The payment shall cover the fair-share portion allocable to the portion of the project subject to the building permit. This mitigation measure is required with each phase of development, regardless of whether it is the ESC or a non-ESC land use.</i>	Demonstrate payment of project fair-share contribution to fund planned transportation improvements which are included in the SACOG Metropolitan Transportation Plan (MTP) and are located within the I-5 freeway corridor in proximity to the project.	ESC, SPD	Project applicant	Prior to issuance of each building permit for the project	City of Sacramento Community Development Department and Department of Public Works
4.10-3: The Proposed Project would worsen queuing on the J Street freeway off-ramps from I-5.	4.10-3 <i>The City shall coordinate with Caltrans, as necessary, to implement the following measures to benefit operations at the J Street/3rd Street/I-5 off-ramps intersection:</i>	Coordinate with Caltrans, as necessary, to implement the measures listed in Mitigation Measure 4.10-3(a).	ESC, SPD	City of Sacramento Department of Public Works, Caltrans	Prior to issuance of the first building permit for the project	City of Sacramento Community Development Department and Department of Public Works
	a) <i><u>AM Peak Hour: Street/3rd Street/I-5 off-ramps</u></i> <i>Intersection – Revise the traffic signal green splits for the 3rd Street north-south, southbound off-ramp, and northbound off-ramp phases. The applicant shall be required to pay a fair share contribution to the City Traffic Operation Center (TOC) to revise the signal timing at this intersection.</i>					
	b) <i><u>Pre-Event Peak Hour (for large events): Implement Mitigation Measure 4.10-1 (Prepare/Implement TMP which includes potential traffic management strategies at the J Street/3rd Street/I-5 off-ramps intersection for pre-event conditions).</u></i>	Coordinate with Caltrans, as necessary, to implement the measures listed in Mitigation Measure 4.10-3(b).	ESC, SPD	City of Sacramento Department of Public Works, Caltrans	TMP approved prior to issuance of certificate of occupancy; Implement during operation	City of Sacramento Community Development Department and Department of Public Works
	c) <i><u>Pre-Event Peak Hour (for large events): The City shall coordinate with Caltrans to use existing changeable message signs (CMS) located on southbound I-5 (south of West El Camino Ave.), northbound I-5 (at</u></i>	Coordinate with Caltrans, as necessary, to implement the measures listed in Mitigation Measure 4.10-3(c).	ESC, SPD	City of Sacramento Department of Public Works, Caltrans	Coordination prior to issuance of certificate of occupancy; Implement during operation	City of Sacramento Community Development Department and Department of Public Works

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TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<p><i>Sutterville Road), and westbound Capital City Freeway (at 9th Street) to broadcast real-time information to travelers regarding preferred travel routes to access the ESC. These broadcasts would operate in conjunction with City, State, and ESC Traffic Management Centers.</i></p>					
4.10-5: The Proposed Project would cause inadequate access to bus transit.	<p>4.10-5</p> <p><i>The project applicant, in coordination with the City of Sacramento, Regional Transit, and other transit providers within the project vicinity, shall identify new bus stop locations and cause replacement bus stop facilities to be constructed. Service providers should then collaborate/agree on which bus routes should use which relocated stops. The proposed new bus stop would be located on the north side of Capitol Mall between 8th Street and 7th Street.</i></p>	Cause construction of replacement bus stop facilities according to the requirements described in Mitigation Measure 4.10-5.	ESC	Project applicant, City of Sacramento Department of Public Works, and Regional Transit	Prior to demolition	City of Sacramento Community Development Department and Department of Public Works
4.10-6: Access to light rail transit would be inadequate.	<p>4.10-6</p> <p><i>The project applicant, the City of Sacramento, and Regional Transit shall identify and implement feasible operational strategies to improve access to light rail transit before and after events at the ESC according to the requirements described in Mitigation Measure 4.10-6.</i></p> <p>a) <i>7th Street Closure (City/Applicant responsibility): Close 7th Street between J Street and L Street to vehicular traffic (buses and LRT trains would be permitted on 7th Street) prior to the completion of an evening event and extending for a certain period after the event ends (events warranting closure and duration of closures to be identified in the TMP).</i></p> <p>b) <i>Train Boarding/Queuing at 7th/K Station (City/RT responsibility): During post-event conditions, permit pedestrians to board trains at the 7th/K (St. Rose of Lima Park) stop from both the left and right sides of the train. This measure would increase pedestrian staging space, and provide improved access to trains. Also implement strategies (wayfinding, barriers, personnel) that would enable transit riders to “queue” (stand in line) while waiting for post-game trains.</i></p> <p>c) <i>Alternative Station Loading Strategies (City/RT/Applicant responsibility): To better distribute passenger loadings, consider loading the Gold line and Blue line (to Meadowview) from different stations (i.e., one would load only at 7th/K and the other would load only at 7th/Capitol). Also consider a mid-block loading location for the Gold line on the closed portion of 7th Street from J to K Streets.</i></p> <p>d) <i>Enhanced LRT Service (City/RT/Applicant responsibility): As warranted, operate the first post-event trains (i.e., after the game ends) in each direction with four cars (versus current two-car</i></p>	Identify and implement feasible operational strategies to improve access to light rail transit before and after events at the ESC according to the requirements described in Mitigation Measure 4.10-6.	ESC	Project applicant, City of Sacramento Department of Public Works, and Regional Transit	TMP approved prior to issuance of certificate of occupancy; Implement during operation	City of Sacramento Community Development Department and Department of Public Works

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TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<p>capacity) to provide a spike in transit system capacity in response to demand.</p> <p>e) <i>Enhanced LRT Ticket Purchasing (City/RT/Applicant responsibility): Consider approaches such as selling LRT passes inside the ESC, special passes (valid for use on trains until midnight) sold at the box office, smartphone applications, and/or special transit ticket provisions.</i></p>					
4.10-8: The Proposed Project would adversely affect existing or planned pedestrian facilities or fail to provide for access for pedestrians.	<p>4.10-8</p> <p><i>The project applicant, in coordination with the City and subject to the City's Traffic Engineer approval, shall implement pedestrian system enhancements consistent with the Project's TMP to accommodate pedestrian access before and after special events at the ESC. Potential improvements may include, but are not limited to, the following:</i></p> <p>a) <i>Upgrade traffic signals (if necessary) at the following locations to include pedestrian countdown heads (i.e., displays number of seconds remaining in "flashing don't walk" phase) and other required enhancements (e.g., special signage or signal control equipment for temporary closures) subject to the review and approval by the City Traffic Engineer:</i></p> <ul style="list-style-type: none"> • L Street/4th Street • J Street/5th Street • L Street/5th Street • J Street/6th Street • L Street/6th Street • J Street/7th Street • L Street/7th Street • K Street/7th Street • Capitol Mall/5th Street <p>b) <i>Increase the width of the following crosswalks from 10 to 15 feet:</i></p> <ul style="list-style-type: none"> • L Street/4th Street – crossing of L Street on the east side • J Street/5th Street Intersection - crossing of J Street on the east side • L Street/5th Street Intersection - crossing of L Street on the east side • J Street/6th Street Intersection - crossing of J Street on the west side • L Street/6th Street Intersection – crossing of L Street on the west side • L Street/7th Street Intersection – crossing of L Street on the west side 	<p>Implement pedestrian system enhancements consistent with the project TMP to accommodate pedestrian access before and after special events at the ESC according to the requirements described in Mitigation Measure 4.10-8.</p>	ESC	<p>Project applicant and City of Sacramento Department of Public Works</p>	<p>TMP approved prior to issuance of certificate of occupancy; Implement during operation; Signal improvements shall be implemented before issuance of a building permit</p>	<p>City of Sacramento Community Development Department and Department of Public Works</p>

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TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<ul style="list-style-type: none"> • <i>J Street/7th Street Intersection – all crossings of both J Street and 7th Street</i> • <i>Capitol Mall/5th Street Intersection - crossing of Capitol Mall on the east side</i> <p>c) <i>Position traffic control personnel, as determined in the TMP, at intersections on L Street, 7th Street, and J Street to monitor/assist with pedestrian travel during events that generate large pedestrian volumes (i.e. NBA games, concerts, major community events).</i></p> <p>d) <i>Modify traffic signal timings for the pre-event and post-event peak hours at each of the intersections listed in part a) above to provide longer WALK intervals for north-south travel, while maintaining signal coordination along each corridor.</i></p>					
4.10-10: The Proposed Project would cause construction-related traffic impacts.	<p>4.10-10</p> <p><i>The applicant shall be required to implement the following mitigation measures.</i></p> <p>a) <i>Before issuance of demolition permits for the project site, the project applicant shall prepare a detailed Construction Traffic Management Plan that will be subject to review and approval by the City Department of Public Works, in consultation with Caltrans, affected transit providers, and local emergency service providers including the City of Sacramento Fire and Police departments. The plan shall ensure that acceptable operating conditions on local roadways and freeway facilities are maintained. At a minimum, the plan shall include:</i></p> <ul style="list-style-type: none"> ▪ <i>The number of truck trips, time, and day of street closures</i> ▪ <i>Time of day of arrival and departure of trucks</i> ▪ <i>Limitations on the size and type of trucks, provision of a staging area with a limitation on the number of trucks that can be waiting</i> ▪ <i>Provision of a truck circulation pattern</i> ▪ <i>Identification of detour routes and signing plan for street closures</i> ▪ <i>Provision of driveway access plan so that safe vehicular, pedestrian, and bicycle movements are maintained (e.g., steel plates, minimum distances of open trenches, and private vehicle pick up and drop off areas)</i> ▪ <i>Maintain safe and efficient access routes for emergency vehicles</i> 	<p>Implement the measures listed in Mitigation Measure 4.10-10 to minimize construction-related traffic impacts.</p>	ESC, SPD	<p>Project applicant, City of Sacramento Department of Public Works, Caltrans, Regional Transit, City of Sacramento Fire and Police departments</p>	Prior to issuance of demolition permit	<p>City of Sacramento Community Development Department and Department of Public Works</p>

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TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
	<ul style="list-style-type: none"> ▪ Manual traffic control when necessary ▪ Proper advance warning and posted signage concerning street closures ▪ Provisions for pedestrian and bicycle safety <p>A copy of the construction traffic management plan shall be submitted to local emergency response agencies and transit providers, and these agencies shall be notified at least 30 days before the commencement of construction that would partially or fully obstruct roadways.</p> <p>b) The project applicant, in coordination with the City of Sacramento, Regional Transit, and other transit providers within the project vicinity and subject to their approval, shall identify temporary bus stop locations and cause ADA-compliant replacement bus stop facilities to be constructed. Potential bus stop locations include (but are not limited to): J Street to the west of 4th Street, J Street to the west of 5th Street, and J Street to the east of 6th Street. The relocation of bus stops may have a secondary impact related to the loss/relocation of a small number of on-street parking spaces and/or loading zones. This secondary impact would not be significant.</p> <p>c) The project applicant shall implement the planned conversion of 3rd Street, from Capitol Mall to L Street, from its current one-way (southbound-only) configuration to a two-way configuration prior to the closure of 5th Street. This project will provide an alternative travel route during the 5th Street closure. This shall include the installation of lane/intersection restriping, signing, and traffic signal modifications. It may include the elimination of on-street parking on the east side of 3rd Street. The improvements shall include the provision for eastbound buses on Capitol Mall to turn left on 3rd Street and travel along 3rd Street to J Street.</p>					
4.10-11: The Proposed Project would contribute to cumulatively unacceptable intersection operations in the City of Sacramento.	4.10-11 <i>Implement Mitigation Measure 4.10-1.</i>	See Mitigation Measure 4.10-1.	ESC, SPD	See Mitigation Measure 4.10-1.	See Mitigation Measure 4.10-1.	See Mitigation Measure 4.10-1.
4.10-13: The Proposed Project would contribute to cumulatively unacceptable operations on freeway facilities maintained by Caltrans.	4.10-13 <i>Implement Mitigation Measure 4.10-2.</i>	See Mitigation Measure 4.10-2.	ESC, SPD	See Mitigation Measure 4.10-2.	See Mitigation Measure 4.10-2.	See Mitigation Measure 4.10-2.
4.10-14: The Proposed Project would worsen cumulatively unacceptable queuing on the J Street freeway off-ramps from I-5.	4.10-14 <i>Implement Mitigation Measure 4.10-3.</i>	See Mitigation Measure 4.10-3.	ESC	See Mitigation Measure 4.10-3.	See Mitigation Measure 4.10-3.	See Mitigation Measure 4.10-3.

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TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.10-16: The Proposed Project would cause inadequate access to bus transit under cumulative conditions.	4.10-16 <i>Implement Mitigation Measure 4.10-5.</i>	See Mitigation Measure 4.10-5.	ESC	See Mitigation Measure 4.10-5.	See Mitigation Measure 4.10-5.	See Mitigation Measure 4.10-5.
4.10-17: Access to light rail transit would be inadequate under cumulative conditions.	4.10-17 <i>Implement Mitigation Measure 4.10-6.</i>	See Mitigation Measure 4.10-6.	ESC	See Mitigation Measure 4.10-6.	See Mitigation Measure 4.10-6.	See Mitigation Measure 4.10-6.
4.10-19: The Proposed Project would adversely affect existing or planned pedestrian facilities or fail to provide for access for pedestrians.	4.10-19 <i>Implement Mitigation Measure 4.10-8.</i>	See Mitigation Measure 4.10-8.	ESC	See Mitigation Measure 4.10-8.	See Mitigation Measure 4.10-8.	See Mitigation Measure 4.10-8.
4.10-21: The Proposed Project would cause construction-related traffic impacts.	4.10-21 <i>Implement Mitigation Measure 4.10-10.</i>	See Mitigation Measure 4.10-10.	ESC, SPD	See Mitigation Measure 4.10-10.	See Mitigation Measure 4.10-10.	See Mitigation Measure 4.10-10.
4.11 Utilities and Service Systems						
4.11-3: The Proposed Project would contribute to cumulative increases in demand for water supply.	4.11-3 <i>To ensure that sufficient capacity would be available to meet cumulative demands, the City shall implement, to the extent needed in order to secure sufficient supply, one or a combination of the following:</i> (a) <i>Maximize Water Conservation</i> (b) <i>Implement New Water Diversion and/or Treatment Infrastructure</i> (c) <i>Implement Additional Groundwater Pumping</i>	Implement, to the extent needed in order to secure sufficient water supply, one or a combination of the actions listed in Mitigation Measure 4.11-3.	ESC, SPD	City of Sacramento Department of Utilities	During operation	City of Sacramento Community Development and Utilities departments
4.11-5: The Proposed Project would discharge additional flows to the City's sewer and drainage systems, which could exceed existing infrastructure capacity.	4.11-5 <i>The project applicant shall manage wastewater, drainage and dewatered groundwater from the Proposed Project such that they shall not exceed existing CSS and Basin 52 system capacity by implementing one or more of the following or equally effective methods to be designed according to City standards and approved by the City Department of Utilities:</i> a. <i>Install one or more tanks to hold wastewater, stormwater and/or construction period groundwater dewatering flows for a period of time and incrementally release flows at a rate that would not exceed existing capacity;</i> b. <i>Suspend construction period dewatering activities during storm events; and/or</i> c. <i>Design and implement offsite improvements to increase capacity to accommodate project flows.</i>	Demonstrate that project is designed so that CSS and Basin 52 capacity will not be exceeded, per Mitigation Measure 4.11-5.	ESC, SPD	Project applicant	Prior to issuance of Building Permit	City of Sacramento Community Development and Utilities departments

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TABLE 4-1
SACRAMENTO ENTERTAINMENT AND SPORTS CENTER & RELATED DEVELOPMENT MITIGATION MONITORING PLAN

Impact	Mitigation Measure	Action(s)	Component	Implementing Party	Timing	Monitoring Party
4.11-7: The Proposed Project would contribute to cumulative increases in demand for wastewater and stormwater facilities.	4.11-7 <i>Implement Mitigation Measure 4.11-5.</i>	See Mitigation Measure 4.11-5.	ESC, SPD	See Mitigation Measure 4.11-5.	See Mitigation Measure 4.11-5.	See Mitigation Measure 4.11-5.
4.11-12: Project construction could interfere with a buried, existing 115-kV power line.	4.11-12 <i>Prior to the initiation of demolition, the project applicant shall work with SMUD to identify the location of the 115-kV, and shall implement measures to avoid the use of heavy machinery or the placement of heavy objects on or in the immediate vicinity (i.e., within 10 feet on either side of the line) of the line during construction. The applicant shall work with SMUD to identify maximum weight limits within the 10-foot buffer area prior to the initiation of construction activities on site.</i>	Work with SMUD to identify the location of the 115-kV power line according to the requirements described in Mitigation Measure 4.11-12. Include statement prohibiting heavy equipment on top of or within 10 feet of SMUD's 115-kV line on Demolition, Grading and Construction Plans.	ESC, SPD	Project applicant, Sacramento Municipal Utility District (SMUD)	Prior to the issuance of Demolition Permit	City of Sacramento Community Development and Utilities departments, Sacramento Municipal Utility District (SMUD)
				Project applicant	Prior to construction	City of Sacramento Community Development and Utilities departments, Sacramento Municipal Utility District (SMUD)

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Exhibit F
Form: Memorandum of Lease

Memorandum of Lease

This Memorandum of Lease, dated _____, 20__, for purposes of identification, is between the CITY OF SACRAMENTO (the "City"), a California municipal corporation; and Sacramento Downtown Arena LLC.

Background

The City and ArenaCo have entered into a *Master Lease for Digital Billboard* dated _____, 2014 (the "Lease"), by which the City leased to ArenaCo the real property described and depicted in Exhibit A to this Memorandum of Lease (the "Premises").

The City and ArenaCo entered into this Memorandum of Lease to give constructive notice to all third parties of ArenaCo's rights and obligations under the Lease.

With these background facts in mind, the City and ArenaCo agree as follows:

1. Initial Term. The City leases the Premises to ArenaCo for a "Term" that shall begin on the Effective Date and shall be coterminous with the Term (as defined in the Arena Agreement) set forth in the Arena Agreement, including all extensions thereof.

2. Other Provisions. ArenaCo's lease of the Premises from the City is subject to the terms and conditions of the Lease, which are incorporated by reference into this Memorandum of Lease.

3. Addresses. The addresses of the City and ArenaCo are as follows:

Community Development Department
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811
Attention:
Joy Patterson
City Zoning Administrator

John Rinehart, CFO
Sacramento Basketball Holdings LLC
One Sports Parkway
Sacramento, CA 95834

4. Assignment and Sublease. A party to the Lease may not assign its rights and obligations under the Lease without the other party's prior written consent except as set forth in Section 12(a) of the Lease. ArenaCo may not sublease the Premises or any part of the Premises except as set forth in the Lease.

5. Information Only. This Memorandum of Lease is for informational purposes only. It does not modify or otherwise affect the Lease in any way.

City of Sacramento

By: _____
Dated: _____, 20____

Approved as to Form
Sacramento City Attorney

By: _____
