

1990

10/18/90
Signed Original (Executed)
Copy

AGREEMENT FOR SETTLEMENT OF LITIGATION

This Agreement for Settlement of Litigation (the "Agreement") is made and entered into as of this 18th day of October, 1990 by and between Friends of the Ballona Wetlands, League for Coastal Protection, League of Women Voters of California and Mary Thomson (the "Petitioners") and Maguire Thomas Partners-Playa Vista ("MTP-PV"), with reference to the following facts:

RECITALS

A. On or about December 7, 1984, Petitioners filed a Petition for Writ of Mandate in Los Angeles Superior Court in the action entitled Friends of Ballona Wetlands, et al. v. the California Coastal Commission, Case No. C525-826 (the "Action"), challenging the California Coastal Commission's approval and certification of the County of Los Angeles' Marina del Rey/Ballona Land Use Plan.

B. As of February 14, 1989, MTP-PV became a real party in interest in the Action.

C. Petitioners and MTP-PV have been negotiating the terms and conditions of a settlement of the Action, which would facilitate restoration and management of the Ballona Wetlands in accordance with a to-be-developed Wetlands Restoration Plan and development of Playa Vista in accordance with a proposed Revised Playa Vista Plan, subject to obtaining all necessary Regulatory Approvals through the exercise of the complete and thorough discretionary review and authority of the Public Agencies.

D. The Revised Playa Vista Plan and the Wetlands Restoration Plan would together provide many public benefits, including: (i) deletion of the proposed extension of Falmouth Avenue; (ii) expansion of the Ballona Wetlands by approximately 60 acres to include all land located west of Lincoln Boulevard and south of Jefferson Boulevard; (iii) restoration of the Ballona Wetlands, including fresh water wetlands; (iv) reduction of commercial density through elimination of a regional shopping center and reduction of commercial retail and office development; (v) reduction of traffic impacts on regional roadways through the reconfiguration of development and the reduction in commercial density; and (vi) improvement of the jobs/housing balance.

E. The negotiations between Petitioners and MTP-PV, and concurrent discussions with the other Parties to the Action, have been memorialized in several drafts of a Stipulation for Entry of Judgment, the most recent draft of which is attached hereto as Exhibit A (the "Draft Stipulation").

F. Petitioners and MTP-PV have reached agreement on the terms and conditions upon which they are willing to settle the Action and desire to memorialize and bind one another through this

Agreement to such terms and conditions which will be incorporated into any final Stipulation for Entry of Judgment entered into by and among all of the Parties to the Action (the "Final Stipulation").

NOW, THEREFORE, Petitioners and MTP-PV agree as follows:

1.0 Definitions. Each of the definitions contained in the Draft Stipulation (as such definitions are to be modified in the Final Stipulation pursuant to this Section 1.0) as the Draft Stipulation may be amended or modified from time to time with the consent of Petitioners and MTP-PV, are hereby incorporated into this Agreement and shall have the same meaning when used in this Agreement unless otherwise stated in this Agreement. Certain of the definitions in the Draft Stipulation shall be modified and incorporated into or deleted from the Final Stipulation and new definitions shall be added to the Final Stipulation as follows:

- A. The definition of "Marina Plan" shall be revised in the Final Stipulation to mean a plan to be developed by the County, in conjunction with the other Parties, relating to the County's "Phase II" development within Marina del Rey (which development will not generate more than 2,400 P.M. peak hour trips) and which will address and accommodate the regional traffic impacts of such development.
- B. The definition of the "Marina By-Pass Alternative" shall be deleted and unused in the Final Stipulation.
- C. The definition of "Revised Playa Vista Plan" shall be revised in the Final Stipulation to mean the master plan of development for Playa Vista setting forth among other things the land uses, permitted density and intensity of uses, maximum height restrictions, permitted number of dwelling units, permitted square feet of commercial office and retail uses, location of Infrastructure Improvements, roads, and the timing, phasing, sequencing and rate of Development. The Revised Playa Vista Plan as currently proposed is attached hereto as Exhibit D-1. It is contemplated that the Revised Playa Vista Plan will change and evolve over time through the discretionary review process of the Public Agencies and Non-Party Agencies, provided, however, that the changes in the Revised Playa Vista Plan shall not violate the restrictions and limitations set forth in Exhibit D-2 and shall not adversely impact the Wetlands Restoration Plan.
- D. The definition of "CLIP" shall be added to the Final Stipulation which shall mean the Center for Law in the Public Interest and any successor organization.

2.0 Entry into Final Stipulation. Petitioners and MTP-PV will enter into the Final Stipulation if:

- A. Each of the other Parties to the Action enters into the Final Stipulation on terms and conditions acceptable to Petitioners and MTP-PV; and
- B. The Final Stipulation incorporates each of the terms and conditions of this Agreement (and the Draft Stipulation to the extent not inconsistent with this Agreement), subject to reasonable modifications and reasonable additional terms and conditions necessary to obtain the agreement of the other Parties to enter into the Final Stipulation, which modifications or additions shall not:
 - (1) materially delay or adversely impact the restoration of the Ballona Wetlands; or
 - (2) materially delay the obtaining of, or Development pursuant to, the Regulatory Approvals to an extent unacceptable to MTP-PV;
 - (3) materially reduce the exactions and mitigation measures imposed on the Project from those set forth in the Revised Playa Vista Plan (including, but not limited to, deletion of Falmouth Avenue) in a manner that as a result of such reduction there would be a material and adverse impact on the Ballona Wetlands; or
 - (4) materially reduce development entitlements for Playa Vista or materially increase the exactions and mitigation measures imposed on the Project from those set forth in the Revised Playa Vista Plan to an extent unacceptable to MTP-PV.

3.0 Term of Final Stipulation. The Final Stipulation shall be effective for a period of 15 years, unless terminated sooner in accordance with its terms.

4.0 Restoration of the Ballona Wetlands.

4.1 Ballona Wetlands Restoration and Management. The Final Stipulation shall provide that the Ballona Wetlands will be restored and managed in accordance with the Wetlands Guidelines and Policies set forth in Exhibit B. During the term of this Agreement and while the Final Stipulation may be in effect, MTP-PV and Petitioners agree that their representatives, together with representatives of the Council Office and the Controller, shall diligently proceed in good faith and consistent with the Wetlands Guidelines and Policies, this Agreement and the Final Stipulation to:

- A. Formulate a Wetlands Restoration Plan;
- B. Cause to be completed the necessary articles of incorporation, bylaws or other governing documents establishing the organizational structure for the Wetlands Foundation; and
- C. Cause the Wetlands Trustees to be appointed.

During the term of this Agreement and while the Final Stipulation may be in effect, the authority to manage the formulation and implementation of the Wetlands Restoration Plan, including interim Wetlands restoration measures set forth in Section 4.2 below, shall be vested in the Representatives (and ultimately in the Wetlands Foundation upon its formation). During the term of this Agreement and while the Final Stipulation may be in effect, MTP-PV shall provide quarterly accounting reports to the Representatives (and the Wetlands Foundation upon its formation) itemizing the activities and expenditures during the preceding quarter undertaken in connection with the formulation and implementation of the Wetlands Restoration Plan, including interim Wetlands restoration measures that may have been undertaken.

4.2 Interim Wetlands Restoration. The Final Stipulation shall provide that regardless of whether the Revised Playa Vista Plan is ultimately approved, MTP-PV will seek Regulatory Approvals for, and upon obtaining such approvals, expeditiously commence Development consistent with the Wetlands Guidelines and Policies of the following interim Ballona Wetlands restoration measures:

- A. Initiate and conduct a demonstration dunes restoration on approximately eight acres along the western edge of the Ballona Wetlands pursuant to the provisions of Coastal Development Permit No. _____;
- B. Plan and commence operation of a native plant and if approved by the Representatives, invertebrate species nursery within the northeasterly four acres of the Eight-Acre Parcel; and
- C. Commence restoration of the high salt marsh south of Jefferson and Culver Boulevards in order to reintroduce the growth of pickleweed and to establish a habitat for the Belding's savannah sparrow and other native species.

MTP-PV will expend up to \$750,000 to achieve the above interim Ballona Wetlands restoration, which amount will be part of MTP-PV's \$10 Million maximum obligation for the Wetlands Restoration Plan, as more fully set forth in the Wetlands Guidelines and Policies.

4.3 Eight Acre Parcel Near Ballona Wetlands. The Final Stipulation shall provide that the Eight-Acre Parcel may be

Developed by MTP-PV (subject to obtaining all necessary Regulatory Approvals) only for the uses and subject to the restrictions set forth in Exhibit C. Upon obtaining Final Regulatory Approval for the Revised Playa Vista Plan, MTP-PV will cause to be recorded against the Eight-Acre Parcel covenants, conditions, restrictions and equitable servitudes running with the land, providing that the use of the Eight-Acre Parcel will not change from four acres reserved for Wetlands-related activities and four acres for landscaped surface parking and other uses as set forth in Exhibit C.

5.0 Development of Playa Vista. The Final Stipulation shall provide that MTP-PV may seek approval for Development of Playa Vista, and thereafter may elect to Develop Playa Vista, only in accordance with the Revised Playa Vista Plan as set forth in Exhibit D.

5.1 Development Rights. The Final Stipulation shall provide that if and when a tentative map(s) is approved by a Local Public Agency for Development within Playa Vista, MTP-PV will have the right to Develop the portion of Playa Vista covered by such tentative map(s) (including the applicable phasing and rate of Development set forth in Exhibit D-1 attached hereto) subject to complying with all conditions of such tentative map(s). MTP-PV will have the right to invoke the Court's injunctive and equitable powers to enforce this right.

5.2 Infrastructure Improvements. The Final Stipulation shall provide that MTP-PV may Develop phases of the Revised Playa Vista Plan pursuant to final maps covering such phases only if it concurrently causes to be Developed (or provides for the Development of) those portions of the Infrastructure Improvements imposed as a condition to such final maps by the Local Public Agencies, provided, however, that MTP-PV may not complete Development of the final phase of the Revised Playa Vista Plan unless it has concurrently caused to be Developed (or provided for the Development of) all of the Infrastructure Improvements set forth in Exhibit E attached hereto or similar improvements. Nothing contained in the Final Stipulation shall require MTP-PV to Develop any infrastructure or similar improvements other than the Recycling Facilities (subject to Section 6.0 below) and the Infrastructure Improvements.

5.3 Permitted Interim Development. The Final Stipulation shall provide that prior to obtaining Regulatory Approvals for the Revised Playa Vista Plan, MTP-PV may Develop those portions of Playa Vista known as "Phase I" and identified in Exhibit F, subject to obtaining all necessary Regulatory Approvals for Phase I.

5.4 Development Exactions. The Final Stipulation shall not require MTP-PV to perform or pay any Unpermitted Development Exactions, except to the extent acceptable to MTP-PV.

5.5 Public Agencies' Discretionary Authority. The Final Stipulation shall provide that the Revised Playa Vista Plan and the Wetlands Restoration Plan are subject to the complete and thorough discretionary review and authority of the Public Agencies.

6.0 Recycling Facilities. The Final Stipulation shall provide the following:

- A. MTP-PV will use its "best faith efforts" to obtain the necessary Regulatory Approvals to Develop and publicly finance the Recycling Facilities in an economically viable manner taking into account MTP-PV's need to retain adequate bonding capacity to publicly finance the Development of Infrastructure Improvements as required by the Revised Playa Vista Plan, and other publicly financeable facilities, infrastructure and improvements. MTP-PV's "best faith efforts" will consist of assigning adequate personnel who will expeditiously file and diligently prosecute necessary Applications with the appropriate Public Agencies and Non-Party Agencies to obtain such approval of and such public financing for the Recycling Facilities.
- B. So long as MTP-PV has used its "best faith efforts" to obtain Regulatory Approvals and public financing for the Recycling Facilities, MTP-PV's rights to Develop portions or all of the Project shall not be impeded by reason of its failure to obtain such Regulatory Approvals or public financing for the Recycling Facilities.
- C. MTP-PV's Obligation to continue its "best faith efforts" to obtain the Regulatory Approvals and public financing for the Recycling Facilities shall terminate when:
 - (1) MTP-PV determines in its good faith reasonable judgment that Development within Playa Vista pursuant to the Revised Playa Vista Plan will be delayed or impeded by reason of the failure to obtain such Regulatory Approvals or public financing for the Recycling Facilities, and
 - (2) alternate systems to the Recycling Facilities, including on or off-site public or private systems, are planned and implemented in a manner that will minimize any substantial adverse impacts on the Wetlands.

7.0 Obligations of Petitioners and MTP-PV. The Final Stipulation shall, in addition to the other Obligations of Petitioners and MTP-PV set forth in this Agreement, provide that

Petitioners, MTP-PV, and the other Parties shall have the Obligations set forth in this Section 7.0.

7.1 Petitioners' Obligations. Petitioners' Obligations in the Final Stipulation shall include:

A. At MTP-PV's request, Petitioners shall provide a knowledgeable representative(s) to present written and/or oral communication and testimony to Public Agencies and Non-Party Agencies (including, without limitation, testimony at public hearings) on behalf of Petitioners and all of their directors and officers supporting:

(1) The Wetlands Restoration Plan, including, without limitation:

(a) Application for Section 404 permits and other Regulatory Approvals for Development of degraded and other wetlands and waters of the United States located within Playa Vista as permitted under the Revised Playa Vista Plan; and

(b) Deletion of the proposed Falmouth Avenue extension across the Ballona Wetlands;

(2) The Revised Playa Vista Plan, but such support need not be premised on any basis other than that it will not have an adverse impact on the restoration of the Ballona Wetlands; and

(3) The Marina Plan (including MTP-PV's development within Area A) so long as such plan does not have a material adverse impact on the Ballona Wetlands, but such support need not be premised on any basis other than Petitioners' belief that it will not have such an impact.

B. The Petitioners as organizations shall refrain from:

(1) Communicating written or oral statements with a Public Agency or Non-Party Agency (including, without limitation, testimony at public hearings) or with the print and broadcast media which oppose or attack the Revised Playa Vista Plan, the Wetlands Restoration Plan, the Marina Plan or the approval process for the same or which would have the effect of undermining the grant of any Regulatory Approval;

(2) Supporting any third party efforts to oppose the Revised Playa Vista Plan, the Wetlands

Restoration Plan, the Marina Plan or the approval process for the same; and

- (3) Organizing or assisting in the organization of any opposition to the Revised Playa Vista Plan, Wetlands Restoration Plan, and the Marina Plan.
- C. Directors and officers of Petitioners shall refrain from any written or oral communications with a Public Agency or Non-Party Agency (including, without limitation, testimony at public hearings) or with the print and broadcast media which state or imply that the Revised Playa Vista Plan or the Marina Plan would have an adverse impact on the restoration of the Ballona Wetlands.
- D. The Petitioners as organizations shall disavow in writing, and if requested by MTP-PV, shall disavow before a Public Agency or Non-Party Agency (including, without limitation, testimony at public hearings and statements to the print and broadcast media) any statement made by a member of Petitioners or a third party group comprised in whole or in part of members or former members of Petitioners, which statement criticizes the Wetlands Restoration Plan or states that the Revised Playa Vista Plan or the Marina Plan will have an adverse impact on the restoration of the Ballona Wetlands and shall at the same time unequivocally express that the Petitioners position is to the contrary.
- E. The Petitioners through their delegate to the Wetlands Trustees shall actively participate in the formulation of the Wetlands Restoration Plan.

Nothing in the Obligations set forth in this Section 7.1 shall preclude a member of the Petitioners, in such member's individual capacity and not as a representative or on behalf of Petitioners, from publicly opposing the Revised Playa Vista Plan or the Marina Plan. Moreover, notwithstanding the Obligations in this Section 7.1, Petitioners shall remain entitled to exercise their legal rights to comment (in good faith and not with a purpose, directly or indirectly, of avoiding these restrictions) upon the Public Agencies' compliance with legal requirements related to the approval process, including, without limitation, submitting comments to draft EIRs. Petitioners' Obligations in Section 7.1 A shall terminate at the earlier of either the termination of the Final Stipulation and Judgment or when the last Regulatory Approval in the Application Schedule has become final. Petitioners' Obligations in Sections 7.1 B, 7.1 C and 7.1 D shall terminate 7 years after the grant of the final Regulatory Approval.

7.2 Obligations of MTP-PV. MTP-PV's Obligations in the Final Stipulation shall include:

- A. Seeking approval to Develop Playa Vista only with the reduction of commercial densities from the existing zoning entitlements (including elimination of a regional shopping center) and development of the regional traffic improvements set forth in Section 5.2 above, all as set forth in the Revised Playa Vista Plan and the Final Stipulation.
- B. Submitting to the appropriate Public Agencies and Non-Party Agencies in a timely manner the Applications for Regulatory Approvals.
- C. Complying with reasonable governmental requirements for the processing of such Applications and provide such supporting data as may be customarily required by such agency for the processing of such Applications.
- D. Supporting the restoration of the Ballona Wetlands and funding the Wetlands Restoration Plan consistent with the Wetlands Guidelines and Policies.
- E. Applying for Coastal Development Permits pursuant to the California Coastal Act, Public Resources Code Sections 30000 et. seq. as required for interim Ballona Wetlands restoration and upon the formulation and approval of the Wetlands Restoration Plan commencing its implementation.
- F. Supporting the Marina Plan and the deletion of the proposed Falmouth Avenue extension across the Ballona Wetlands.

7.3 Public Agencies' Obligations. The Public Agencies' Obligations in the Final Stipulation shall include using their good faith efforts to process and review Applications completely and thoroughly within the time periods set forth in the Application Schedule.

7.4 County's Obligations. In addition to the Obligation set forth in Section 7.3 above, the Final Stipulation shall provide that the County shall timely submit all Applications to the appropriate Public Agencies and Non-Party Agencies for approval of the Marina Plan.

8.0 Conditions to Vacate Final Stipulation. The Final Stipulation shall provide rights to certain of the Parties to terminate the Final Stipulation and vacate the Judgment upon the occurrence of various conditions. Section 17 of the Draft Stipulation shall be revised to provide that these conditions are:

- A. Failure of the Public Agencies and Non-Party Agencies, in the exercise of their discretionary authority, to grant a Regulatory Approval within the time set forth in the Application Schedule.
- B. Failure of the Public Agencies and Non-Party Agencies, in the exercise of their discretionary authority, to grant a Regulatory Approval which directly relates to approval of the Wetlands Restoration Plan.
- C. Failure of the Public Agencies and Non-Party Agencies, in the exercise of their discretionary authority, to approve the Revised Playa Vista Plan with the deletion of proposed Falmouth Avenue.
- D. Failure of the Public Agencies and Non-Party Agencies, in the exercise of their discretionary authority, to approve the Wetlands Restoration Plan within the time set forth in the Application Schedule.
- E. Failure of the Public Agencies and Non-Party Agencies, in the exercise of their discretionary authority, to impose any one or more Permitted Development Exaction as a condition to approval of the Revised Playa Vista Plan the absence of which would significantly and adversely impact the Ballona Wetlands.
- F. Imposition of more than the Permitted Development Exactions.
- G. Failure of the Public Agencies or Non-Party Agencies to authorize and implement public financing mechanisms to finance Development of the Infrastructure Improvements and other publicly financeable infrastructure, facilities and improvements (including, without limitation, formation of community facilities districts or other special assessment districts for financing the Development of schools, public buildings, traffic improvements, public parks, recreational facilities or open space) in such a manner, taking into account any public financing of the Recycling Facilities, as to accommodate Development of Playa Vista in an economic and timely manner in accordance with the phasing of Development set forth in the Revised Playa Vista Plan.
- H. The existence of a final court order or judgment in any litigation (including as a result of any petition to the Court and/or the Referee in the Action) arising between the Parties, or brought by a

third-party challenging the interpretation or validity of any matters within the scope of the Final Stipulation, which order or judgment frustrates the operation of the Final Stipulation with respect to:

- (1) the approval or implementation of the Revised Playa Vista Plan;
 - (2) the approval or implementation of the Wetlands Restoration Plan; or
 - (3) the approval or implementation of the Marina Plan.
- I. Failure of the Public Agencies and Non-Party Agencies, in the exercise of their discretionary authority, to approve the Marina Plan within the time set forth in the Application Schedule.
- J. MTP-PV seeking approval from a Public Agency or Non-Party Agency for any Regulatory Approval which would violate the limitations and restrictions set forth in Exhibit C and Exhibit D attached hereto.

9.0 Remedies for Failure of Conditions. The Final Stipulation shall provide that the rights of certain of the Parties to terminate the Final Stipulation and vacate the Judgment due to the occurrence of one or more of the conditions will be as set forth below. The Final Stipulation shall further provide that any interested Party may seek a ruling from the Referee that the right of one or more of the other Parties to terminate the Final Stipulation and vacate the Judgment based upon the occurrence of one or more of the conditions set forth in Section 8 above is extinguished because such condition has not occurred and there exists no reasonably foreseeable likelihood that the condition will occur.

9.1 Petitioners' Remedies. The Final Stipulation shall provide that Petitioners shall have the right to vacate the Judgment upon the occurrence of the conditions set forth in Sections 8.0 B, 8.0 C, 8.0 D, 8.0 E, 8.0 H(2) and 8.0 J.

9.2 MTP-PV's Remedies. The Final Stipulation shall provide that MTP-PV shall have the right to terminate the Final Stipulation and vacate the Judgment upon the occurrence of any of the conditions set forth in Section 8.0, except for Section 8.0 E or earlier upon:

- A. The denial by a Public Agency or Non-Public Agency of a Regulatory Approval; or
- B. The existence of no reasonable probability that the condition(s) would become fulfilled in a timely manner.

Under the Final Stipulation, MTP-PV's right to vacate the Judgment shall terminate if all Parties have performed their Obligations and the final Regulatory Approvals necessary to effectuate the Revised Playa Vista Plan (as set forth in the Application Schedule) have been granted.

9.3 City's Remedies. The Final Stipulation shall provide that the City shall have the right to vacate the Judgment upon the occurrence (for reasons beyond the City's control) of the conditions set forth in Sections 8.0 D and 8.0 H(2), with respect to approval of the Wetlands Restoration Plan.

9.4 County's Remedies. The Final Stipulation shall provide that the County will have the right to vacate the Judgment upon the occurrence (for reasons beyond the County's control) of the conditions set forth in Sections 8.0 H(3) and 8.0 I.

9.5 Rights to Cure. The Final Stipulation shall provide that no Party may seek to vacate or assert any right based on a defect arising from the occurrence of a Condition or on the breach of this Stipulation by another Party, unless the vacating or asserting Party has first delivered a written notice to all of the other Parties specifying the nature of the defect. If the defect is of such a nature that it may be cured, any Party may within 30 days after service of such notice cure such defect or if the defect cannot be cured within 30 days, any Party may within such 30 day period commence and thereafter diligently pursue the cure of such defect until completed. If a defect is not cured within such time period, the rights to vacate or assert any right based on the defect may thereafter be fully exercised. Occurrence of the following conditions will be deemed to be incurable, unless the Party or Parties having the right to vacate or assert a right based on such occurrence under the Final Stipulation either waive the fulfillment of such condition(s) or consent to its cure:

A. Denial of an Application; and

B. The Imposition of more than the Permitted Development Exactions as set forth in Section 8.0 F above.

9.6 Effect of Remedies. The Final Stipulation shall provide that upon the exercise of a right to vacate the Judgment by a Party, all Parties will be discharged from their further respective rights and Obligations under the Final Stipulation, and the Parties will insofar as possible be fully restored to their respective positions in the Action without prejudice. If the Judgment or Final Stipulation are vacated because of the occurrence of a Condition set forth in the Final Stipulation (unless such vacation occurs as a result of a default of MTP-PV in the performance of one of its Obligations in the Final Stipulation):

A. All Regulatory Approvals granted through such date shall survive the vacation of the Final Stipulation,

10.1 Tolling of Statutes of Limitations. The Final Stipulation shall provide that the Parties agree to toll during the period the Final Stipulation is in effect:

- A. All statutes of limitations and local rules relating to the time limitations on actions or defenses applicable to this Action which have not already expired; and
- B. The statute requiring this Action to be brought to trial within five years of its commencement or any other similar statute or local rule relating to the timing for trial.

11.0 Appointment of Referee. Petitioners and MTP-PV agree to jointly request the immediate appointment by the Court of E. Clement Shute, Jr. to serve as the Referee with the authority set forth in Section 11.1 below (as such authority relates to MTP-PV and Petitioners) to expedite resolution of any issues or disputes that may arise from the implementation and interpretation of this Agreement and to further the pursuit of achieving Agreement by all of the other Parties to a Final Stipulation. Furthermore, Petitioners and MTP-PV agree that the Final Stipulation shall provide that the Parties request the Court to appoint E. Clement Shute, Jr. to serve as the Referee to facilitate the resolution of any issues or disputes that may arise from the implementation and interpretation of the Final Stipulation, provided that he is available to serve as Referee at such time and that no other Party objects to his selection as the Referee under the Final Stipulation. MTP-PV agrees that it shall pay the Referee's reasonable fees and costs related to the Referees' duties under any order entered by the Court pursuant to this Agreement or the Final Stipulation.

11.1 Authority of Referee. The Final Stipulation shall provide that the rights, duties and authority of the Referee will be as follows:

- A. To routinely obtain from each party as the Referee may request copies of correspondence, documents, plans, maps, Applications, notices, transcripts of public hearings, public notices, EIRs, reports, studies, and all other similar information and material transmitted by or between one or more of the Parties relating directly to the actions contemplated in the Final Stipulation, subject to privileges under the law, including, without limitation, the attorney-client privilege.
- B. To receive the following items prepared by Petitioners, MTP-PV and the Local Public Agencies:

- (1) a quarterly report stating that Party's actions, if any, taken in connection with the Final Stipulation during the preceding quarter; and
 - (2) a notice informing the Referee of the completion of each item listed in the Application Schedule.
- C. To order a Party that fails to discharge one or more of its Obligations on a timely basis to do so.
- D. Upon the request of one or more of the Parties or any third party having standing to do so, to rule upon the adequacy of procedures, notices and documents relating to the processing of Applications for Regulatory Approvals, including, without limitation:
- (1) a decision to require an EIR,
 - (2) the scope of an EIR,
 - (3) determination of the lead agency,
 - (4) circulation of a draft EIR,
 - (5) the contents of an EIR,
 - (6) the response to comments to the draft EIR,
 - (7) determination of mitigation measures and findings of overriding considerations,
 - (8) certifications of final EIR(s),
 - (9) notices for public hearings and comment,
 - (10) submittals for certification of local coastal programs, and
 - (11) local land use plans and local implementation plans and Coastal Development Permits.
- E. Upon the request of a Party or a third party having standing to do so, to rule on issues or questions of fact or law arising from the interpretation, administration, or implementation of the provisions of the Final Stipulation.
- F. Upon the request of a Party or a third party having standing to do so, to rule on issues relating to the formulation and completion of the Wetlands Restoration Plan and the organizational structure of the Wetlands Trustees and the management and

operation of the Ballona Wetlands consistent with the Wetlands Guidelines and Policies.

- G. Upon the request of one or more of the Parties, to rule upon whether a Development Exaction to be imposed on the Project is an Unpermitted or Permitted Development Exaction.
- H. Upon the request of a Party, to rule on issues relating to the award and payment of attorneys' fees and costs pursuant to the Final Stipulation.
- I. Upon the request of any party to the Purchase and Exchange Agreement to rule (to the extent provided therein) on certain issues arising under the Purchase and Exchange Agreement. (The Final Stipulation shall define the "Purchase and Exchange Agreement" as both the Agreement contemplated to be entered into by the Trustee, MTP-PV and an affiliate of MTP-PV and the Agreement contemplated to be entered into by the Controller, MTP-PV and an affiliate of MTP-PV, which together relate to the conveyance of Area C and a portion of Area B.)
- J. Upon the request of one or more of the interested Parties, to rule on whether the right of one or more of the other Parties to terminate the Final Stipulation and vacate the Judgment based upon the occurrence of one or more of the conditions set forth in Section 8.0 above is extinguished because such condition has not occurred and there exists no reasonably foreseeable likelihood that the condition will occur.
- K. To grant, upon a showing of "good cause" and consistent with the Parties intent to adhere to the Application Schedule, a request to accelerate or extend the time for a Party to perform an act required under the Final Stipulation.
- L. To impose orders, sanctions, and penalties against any Party as available to a court of competent jurisdiction for non-compliance with the Final Stipulation or any valid order of the Court or the Referee.

11.3 Replacement of Referee. Under this Agreement and the Final Stipulation, if the Referee is unable to continue as the Referee at anytime during the term of this Agreement or the Final Stipulation, the Parties shall attempt to reach unanimous agreement upon a successor. If the current Referee is available, he or she shall assist in resolving any conflicts between the Parties regarding selection of the new Referee. If the Parties are unable to agree upon the selection of the new Referee within 30 days from

the date of the Court's notice of the current Referee's inability to continue, the Court will appoint a successor Referee giving due consideration to the desires of the Parties and the similarity of the background and experience of the candidates to those of the current Referee.

12.0 MTP-PV's Right to Assign. The Final Stipulation shall provide that MTP-PV will have the right to assign and transfer its rights and duties under the Final Stipulation to a transferee of substantially all of Playa Vista owned by MTP-PV at the date of the entry of the Final Stipulation (or, after subdivision of any area of Playa Vista, to a transferee of substantially all of such area as such rights and duties relate to that area) and thereafter be released from any further Obligations under the Final Stipulation as to such area so transferred, provided that such transferee agrees to perform MTP-PV's Obligations under the Final Stipulation with respect to the area so transferred. MTP-PV shall, prior to the sale of any portion or all of Playa Vista to a third party, record covenants, conditions and restrictions running with the land establishing that Development of such portion of Playa Vista shall be consistent with the Revised Playa Vista Plan and the restrictions set forth in Exhibit D-2 attached hereto so long as the Final Stipulation and Judgment are still in effect.

13.0 Petitioners' Attorneys' Fees and Costs.

13.1 Past Attorneys' Fees and Costs. Pursuant to California Code of Civil Procedure Section 1021.5, MTP-PV agrees to pay Petitioners' attorneys' fees and costs incurred in this Action through and including September 12, 1990. MTP-PV shall negotiate in good faith with CLIPI, which has provided and paid for petitioners' attorneys' fees and costs to date, regarding the amount and timing of payments. All such fees and costs shall be payable to CLIPI. Should MTP-PV and CLIPI not reach final agreement within the following 30 days, CLIPI may apply to the Referee within 60 days for an award of fees and costs and an order setting the schedule of payment thereof. The Final Stipulation shall provide that CLIPI will join as a Party to the Final Stipulation solely for the purpose of becoming subject to the Court's continuing jurisdiction and the authority of the Referee to rule on any issues related to the payment or reimbursement of fees to CLIPI under this Section 13.1 and Sections 13.2 and 13.3 below.

13.2 Future Attorneys' Fees and Costs. Petitioners may apply to the Referee on a calendar year quarterly basis for payment of (or, if already paid, reimbursement for) all reasonable fees and costs incurred after September 12, 1990 for attorneys and consultants retained by Petitioners in monitoring the implementation of this Agreement or the Final Stipulation, and the Referee shall award such fees and costs against MTP-PV if:

- A. The attorneys' fees and costs arise in connection with representation (including, preparation for such

representation) of Petitioners in the discharge of Petitioners' Obligations and the protection of Petitioners' rights under this Agreement or the Final Stipulation, including, but not limited to:

- (1) appearances at hearings or meetings before Public Agencies in connection with the approval process for the Revised Playa Vista Plan and the Wetlands Restoration Plan; and
 - (2) appearances before the Referee and the Court relating to this Agreement or the Final Stipulation including, without limitation, preparation and submission of the reports and notices to the Referee pursuant to the Final Stipulation;
- B. The attorneys' fees and costs do not exceed the prevailing hourly rates in the Los Angeles metropolitan area for lawyers, paralegals and clerks of comparable experience in litigation matters; and
- C. The attorneys' fees and costs cover no more than the number of attorneys and paralegals reasonably necessary to provide effective representation.
- D. The consultants' fees and costs do not exceed prevailing rates in the Los Angeles metropolitan area for consultants of comparable experience in similar matters and are expended for consultants who have been approved by MTP-PV in writing, which approval may not be unreasonably withheld.

13.3 Attorneys' Fees and Costs to a Prevailing Party. The Final Stipulation shall provide that in the event of a dispute or action brought by one of the Parties arising out of the Final Stipulation or a ruling of the Referee, the Petitioners will not be required to pay the attorney's fees of any prevailing Party, unless the Referee or the Court determines that the Petitioners' action or defense was frivolous, undertaken in bad faith or without reasonable basis for any prospect of success.

14.0 Effective Date and Term. This Agreement will become effective upon its execution by Petitioners and MTP-PV or by their counsel. This Agreement shall terminate upon the earlier to occur of either the entry of a Final Stipulation executed by all of the other Parties or June 30, 1991 if a Final Stipulation has not been executed by all of the Parties and a Judgement has not been entered by the Court prior to such date, unless MTP-PV and Petitioners agree in writing to extend the term of this Agreement.

15.0 General Releases. Petitioners and MTP-PV agree to execute a conditional general release, concurrent with the execution of the Final Stipulation, releasing each other and each

of the other Parties from any liabilities arising from the allegations and causes of action advanced in the Action, subject to the sole condition that the release is revocable upon the vacation of the Judgment by any Party in accordance with the Final Stipulation.

16.0 List of Exhibits.

Exhibit A Draft Stipulation

Exhibit B Wetlands Guidelines and Policies

Exhibit C Restrictions on Eight Acre Parcel

Exhibit D-1 Revised Playa Vista Plan

Exhibit D-2 Restrictions and Limitations on the Revised Playa Vista Plan

Exhibit E Infrastructure Improvements

Exhibit F Permitted Interim Development

17.0 Counterparts. This Agreement may be executed in any number of Counterparts, and each of these executed counterparts shall have the same force and effect as an original instrument and as all of parties hereto had signed the same instrument.

17.1 Filed With Court. This Agreement shall be filed with the Court as a final settlement of the Action between Petitioners and MTP-PV, subject to the entry of the Final Stipulation by all of the Parties.

18.0 Depictions Are Approximate. The depiction of locations of roadways and uses in the Exhibits to this Agreement and the Final Stipulation are approximate and for illustrative purposes only, and may be changed subject to final engineering, design and the discretionary review process for Regulatory Approvals.

19.0 Consistency with this Agreement. If there exists any conflict or inconsistency between the terms of this Agreement and the terms of the Draft Stipulation, as between MTP-PV and Petitioners, the terms of this Agreement shall prevail and the Final Stipulation shall incorporate and be consistent with the terms of this Agreement, unless otherwise agreed in writing between the Petitioners and MTP-PV.

20.0 Timely Consents. The Final Stipulation shall provide that when a Party's consent is required under the Final Stipulation, unless otherwise provided, the consent shall not be unreasonably withheld, delayed or conditioned.

21.0 Estoppel Certificate. The Final Stipulation shall provide that any Party may, at any time, and from time to time,

- A. The Final Stipulation is in full force and effect and a binding obligation of the Parties;
- B. The Final Stipulation has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and
- C. The requesting Party is not in default of the performance of its obligations under the Final Stipulation, nor does there exist an event the occurrence of which would give rise to the termination of the Final Stipulation and vacation of the Judgment or, if such a default or event exists, describing the nature of any such default or event.

A Party receiving a request under such provision shall execute and return such Estoppel Certificate within 30 days following the receipt thereof. The Final Stipulation will further provide that each Party acknowledges that an Estoppel Certificate may be relied upon by transferees and mortgagees of the requesting Party; provided, however, that whether or not the Estoppel Certificate is relied upon, the certifying Party shall not be bound by an Estoppel Certificate if a default or event giving rise to termination of the Final Stipulation and vacation of the Judgment existed at the time the certifying Party provided the Estoppel Certificate but such default or event was concealed from or otherwise not known to the certifying Party.

MAGUIRE THOMAS PARTNERS-
PLAYA VISTA, a California
limited partnership:

By David H. Vena
David H. Vena
LATHAM & WATKINS
Attorneys for Real Party
in Interest Maguire Thomas
Partners-Playa Vista

Dated: October 18, 1990

FRIENDS OF BALLONA WETLANDS,
LEAGUE FOR COASTAL PROTECTION,
LEAGUE OF WOMEN VOTERS OF
CALIFORNIA and MARY THOMSON:

By Josephine Powe
Josephine Powe
HEDGES, POWE & CALDWELL,
A professional corporation,
Attorneys for Petitioners

Dated: October 18, 1990

By Carlyle Hall
Carlyle Hall
HALL & PHILLIPS
Attorneys for Petitioners

Dated: October 18, 1990



EXHIBIT A

Draft Stipulation

[To Be Provided By MTP-PV]

EXHIBIT B

EXHIBIT B

Wetlands Guidelines and Policies

The exhibit for the Wetlands Guidelines and Policies in the Final Stipulation will set forth and define the parameters for restoration and management of the Ballona Wetlands. It will serve as a charter of the intentions of the Parties with respect to the specific details that must be finalized in the Wetlands Restoration Plan, sufficient in detail to provide the Parties and the Referee a clear understanding of the intentions of the Parties as to purpose and objectives of the Wetlands Restoration Plan, including the following:

A. The ecological and design features for restoration and maintenance of the Ballona Wetlands;

B. The selection, powers and role of the Wetlands Trustees and the rules governing the Wetlands Trustees in the restoration, management and operation of the Ballona Wetlands;

C. A management plan for the Ballona Wetlands and costs associated with such management;

D. MTP-PV's intent to ultimately donate the Ballona Wetlands to a governmental or other public benefit entity; and

E. Location and use of an interpretive center.

To the extent such details are unavailable, the exhibit for the Wetlands Guidelines and Policies will establish a mechanism and procedures for orderly completion of the same.

Petitioners and MTP-PV agree that the statement of the goals and objectives (the "Goals and Objectives") attached hereto as Annex A to this Exhibit B, which have been adopted by representatives of Petitioners, MTP-PV, the Controller and the Council Office (the "Representatives") shall be incorporated into the Wetlands Guidelines and Policies in the Final Stipulation as the goals and objectives guiding the design and implementation of the Wetlands Restoration Plan.

In addition, Petitioners and MTP-PV agree that the Wetlands Guidelines and Policies in the Final Stipulation will also contain elaboration and detail as appropriate on the following agreed-upon matters.

1. Formulation of the Wetlands Restoration Plan.

(a) The Representatives, together with technical experts, will formulate the Wetlands Restoration Plan, establish the organizational structure of the Wetlands

Foundation and appoint their respective representative to the Wetlands Trustees. Decisions of the Representatives and the Wetlands Trustees shall be taken by majority vote. Any deadlock in voting or disputes among the Representatives shall be referred to the Referee for resolution. The functions of the Wetlands Trustees shall change over time, and, therefore, the Representatives will provide a structure for the Wetlands Foundation which segregates the functions of developing the Wetlands Restoration Plan from managing that plan and overseeing its financial aspects and which will permit an evolving composition of the Wetlands Trustees to perform those functions.

(b) The plan (the "Freshwater Plan") for a freshwater wetlands system (as described and delineated in that certain "Permit Application for Freshwater Wetlands System" dated August 15, 1990 and submitted by MTP-PV to the U.S. Army Corps of Engineers), as it may be modified in response to comments and requirements of the U.S. Army Corps of Engineers and the Public Agencies (so long as such modifications are consistent with the Goals and Objectives), constitutes an acceptable and desired plan for the freshwater wetlands component of the Wetlands Restoration Plan.

2. Funding of the Wetlands Restoration Plan.

(a) If no outside funding becomes available for the Wetlands Restoration Plan during the term of the Final Stipulation, including any funds from making mitigation credits available to others, MTP-PV shall be obligated to expend \$10,000,000, as set forth below, on the restoration of the Ballona Wetlands (the "Restoration Fund"), which will include the Interim Fund defined in Section 2(f) below. The Restoration Fund consists of \$8,000,000 for construction of physical improvements (including costs of designing and obtaining permits to proceed with the restoration) (the "Construction Fund") and \$2,000,000 to be held in trust for maintenance of the Ballona Wetlands (the "Maintenance Fund"). Any unexpended portion of the Restoration Fund shall be added to the Maintenance Fund.

(b) MTP-PV may not commence construction of any commercial or residential Development, other than the "Phase I" Permitted Interim Development, unless and until MTP-PV has funded or reasonably secured the availability of the unexpended portions of the Construction Fund, the proceeds of which may thereafter be expended upon demand by the Wetlands Foundation. Notwithstanding the foregoing, if any portion of the Construction Fund remains unexpended on the date which is one year from the date of the approval of the Local Coastal Program for the Revised Playa Vista Plan by the Coastal Commission (the "LCP Anniversary Date"), such unexpended portion shall be increased as expended by an amount proportionate to any increase in the Consumer Price Index from

and after the LCP Anniversary Date. The Maintenance Fund shall commence accruing interest upon the LCP Anniversary Date (at the rate of interest for 12-Month Treasury Bills) for the account of the Wetlands Foundation for the purpose of maintaining the Ballona Wetlands. For the purposes of this section 2(b), the Consumer Price Index shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index of Urban Wage Earners and Clerical Workers (Revised Series), Subgroup "all items," entitled "Consumer Price Index of Urban Wage Earners and Clerical Workers (Revised Series), Los Angeles-Anaheim-Riverside Average, (1982-1984=100)."

(c)

(1) MTP-PV has configured the Project in a manner intended to provide full compliance for mitigation required under federal and state law for the Project's proposed dredging/filling of isolated, degraded wetlands within the Project site. This compliance is intended to be achieved by creating an approximately 52 acre freshwater wetland system (as set forth in the Freshwater Plan), which would add approximately 44.1 acres of newly created wetlands to those previously designated by the U.S. Army Corps of Engineers.

(2) A primary purpose of the foregoing program is to eliminate the need to utilize any saltwater wetlands for Project mitigation. This program is intended to make available as mitigation credits to others, including potentially the Ports of Long Beach and Los Angeles, a quantity of saltwater wetlands values sufficient to assure funding for a full tidal restoration of the saltwater wetlands.

(3) In recognition of the foregoing, if outside funding becomes available for the Wetlands Restoration Plan during the term of the Final Stipulation, including any funds from mitigation credits made available to others, MTP-PV shall be obligated to expend only such amounts from the Restoration Fund, including the interim restoration funds, as may be necessary to fund the Wetlands Restoration Plan. MTP-PV shall be entitled to retain any unexpended portion of the Restoration Fund and any excess funds available from outside funding which are not necessary to fund the Wetlands Restoration Plan.

(d) The maximum amount of costs for the construction of a spillway between the fresh water system and the salt water system designed to maintain volumes of water generated by typical storm events within the freshwater system which will be chargeable against the Restoration Fund will be the lesser of 20% of such costs or \$210,000.

(e) The Restoration Fund will not be charged for any money that has been paid to date to the National Audubon Society ("Audubon") nor will it be charged for any costs attributable to the freshwater component of the Ballona Wetlands, including, but not limited to, both the freshwater wetlands located west of Lincoln Boulevard and the riparian stream which is proposed to be located east of Lincoln Boulevard. MTP-PV will also exclude from restoration costs all costs associated with border landscaping around those portions of the Ballona Wetlands which are adjacent to developed portions of Playa Vista - specifically, those portions of the border along Lincoln and Jefferson Boulevards and the portion of Culver Boulevard located northerly of its proposed future intersection with Jefferson Boulevard.

(f) MTP-PV will expend up to a maximum of \$1,000,000 (the "Interim Fund") for interim work toward restoration of the Ballona Wetlands. The Interim Fund will be applied against the Restoration Fund if the Revised Playa Vista Plan and the Wetlands Restoration Plan are approved. The Interim Fund consists of no more than \$250,000 to be expended on saltwater wetlands planning and design, \$50,000 of which may be expended to retain an employee or consultant to seek out additional potential sources of funding for a full-tidal restoration of the Ballona Wetlands. If the Revised Playa Vista Plan is approved, the \$50,000 portion of any such expenditures would be charged against the project contingency portion of the Restoration Fund. If the Revised Playa Vista Plan is not approved or the Final Stipulation is terminated earlier in accordance with its terms, MTP-PV will be entitled to recoup any unexpended portion of the \$250,000 amount. The other \$750,000 of the Interim Fund will be used (regardless of whether the Revised Playa Vista Plan is approved) for seeking Regulatory Approvals for, and upon obtaining such approvals, expeditiously commencing to:

(1) Initiate and conduct a demonstration dunes restoration on approximately eight acres along the western edge of the Ballona Wetlands;

(2) Plan and commence operation of a native plant nursery within the northeasterly four acres of the Eight-Acre Parcel; and

(3) Commence restoration of the high salt marsh south of Jefferson and Culver Boulevards in order to reintroduce the growth of pickleweed and to establish a habitat for the Belding's Savannah sparrow.

3. Interpretive/Educational Facilities.

(a) In addition to a small interpretive facility which is anticipated to be provided for in the Wetlands Restoration Plan and which would be located in the southeast

portion of the expanded wetlands in Area B, MTP-PV will commit to make available a site (the "Site") of not to exceed three acres for the purpose of accommodating such a facility, parking and supporting grounds. The Site would be located in the southwest portion of Area D and could be used for construction of an interpretive/educational center related to the Ballona Wetlands. Although the Site will be made available free of charge, MTP-PV shall have no obligation with respect to the construction or maintenance cost of any facilities to be constructed thereon or any site improvements such as landscaping, access roads, parking, or tunnel connections to Area B.

(b) The Site will be so located as to permit connection to Area B by means of a tunnel underneath Lincoln Boulevard. Neither the necessity nor feasibility of such a connection has been determined at present. MTP-PV shall have final design review of any uses of the proposed Site.

(c) The location of the Site may be changed subject to the approval of Petitioners, MTP-PV and all cognizant Public Agencies.

(d) At MTP-PV's discretion, the Site may also be used to accommodate other museum or educational facilities. MTP-PV expects shortly to enter into a contract with Audubon to support Audubon's launching of a wetlands educational outreach program. This program will include a permanent interpretive/educational facility if Audubon or others are able to raise the necessary funds. If within three years of the date on which the Wetlands Restoration Plan has received all necessary Regulatory Approvals financing is not available for the interpretive/educational facility, MTP-PV shall be free upon consultation with Petitioners to devote the Site to other uses which are not incompatible with the Wetlands Restoration Plan.

BALLONA WETLANDS RESTORATION GOALS AND OBJECTIVES

Adopted by Representatives of the Friends of Ballona Wetlands, League of Coastal Protection, City of Los Angeles acting through the 6th Council District, Maguire-Thomas Partners-Playa Vista, and State Lands Commission representing the Controller of the State of California.

Final - August 10, 1990

GOAL:

Overall Goal:

To restore a dynamic, self-sustaining tidal wetland ecosystem that results in a net gain in wetland functions and a net gain in wetland acreage south of Jefferson Boulevard and west of Lincoln Boulevard and that serves as an estuarine link between Santa Monica Bay and the freshwater tributaries to the Ballona Wetlands.

The restoration program should either be a full-tidal or a mid-tidal system. The creation of a full-tidal system is the preferred alternative. Should, however, full-tidal restoration not be achievable, a mid-tidal system will then be constructed.

Definitions:

Full Tidal: Tidal range and/or elevations will be comparable to that in the Ballona Flood Control Channel.

Mid Tidal: Tidal range will be approximately half the mean range (or approximately 3 feet) of a full-tidal system.

Estuarine: A coastal embayment where tidal salt water is measurably diluted by freshwater, at least seasonally.

Habitat: An area that provides appropriate shelter, food, and other factors necessary for the survival of a specific organism.

Objectives:

1. Biological

- a. To create a diverse, integrated salt marsh system that provides habitat for native coastal wetland-dependent fish (including invertebrates) and wildlife.
- b. To create a freshwater marsh that provides functions in water quality enhancement and habitat for fish and wildlife.
- c. To provide mix of habitat types for regional and coastal

dependent sensitive, rare, or endangered species that considers the needs of the species within the region.

- d. To contribute to the diversity and production of wetland-dependent fish (including invertebrates) and wildlife in Santa Monica Bay.
- e. To restore the natural plant diversity that had been present in the Ballona Wetlands.
- f. To create a system that can accommodate the natural succession of coastal wetland ecosystems.
- g. To develop a phasing program that protects, as feasible, existing native animal populations.
- h. To salvage native wetland plants at the site and to use them to recolonize the reconstructed wetlands during the restoration process.
- i. To allow for a brackish water ecotone between the salt marsh and freshwater marsh.
- j. To control populations of exotic, non-native plants and animals.
- k. To create, where feasible, sufficient and adequate native upland buffers that aid in maintaining and/or restoring wildlife resources and serving as a biological link to the adjacent wetlands.

2. Water Quantity

- a. To assure adequate salt water to maintain the salt marsh system.
- b. To assure freshwater for the freshwater wetland system.
- c. To allow seasonal freshwater flushing of the saltwater system that considers interannual variability.
- d. To provide sufficient capacity in water control structures to maintain tidal flushing as the wetland matures.
- e. To provide stormflow capacity for the 50-year storm event, both storage and outflow.
- f. To allow flexibility in design to modify flows in various systems.

3. Water Quality

- a. To maintain dissolved oxygen levels above 5 ppm (parts

per million) in all water areas.

- b. To assure seasonal fluctuations in salinities to promote salt marsh plant diversity.
- c. To minimize pollutant input from urban runoff into the salt marsh and Santa Monica Bay.
- d. To protect the wetland system from accidental spills in the Ballona Flood Control Channel and the adjacent ocean.

4. Soils and Sedimentation

- a. To accommodate natural sedimentation and erosion of the tidal channels within the design of the system.
- b. To allow natural accretion of sediment or create elevational contours within the wetland to accommodate sea-level changes.
- c. To maintain soil moisture and salinity at appropriate levels for the types of salt marsh vegetation desired.
- d. To remove contaminated or hazardous soil from the site, if present, prior to construction.

5. Public Access/Recreation

- a. To enhance the opportunity of observation and appreciation of coastal biological resources in Southern California consistent with protecting the biological values of the wetlands system.
- b. To provide public trails and viewing areas around the perimeter of the wetlands with interpretive displays, where feasible.
- c. To create passive recreational/public interpretive facilities off-site.

6. Education/Research

- a. To develop a docent program to aid in educating the public on the values of the wetlands and their role in maintaining the biological integrity of Santa Monica Bay.
- b. To use state-of-art wetland restoration research in implementing the restoration program.
- c. To initiate, when necessary and where feasible, pilot research programs prior to full scale implementation of

the restoration program to test proposed concepts of the proposal.

- d. To document the environmental baseline and changes in the system following restoration.
- e. To establish an organization or committee to advise on appropriate educational and/or research activities.

7. Infrastructure

- a. To develop cost-effort solutions to deal with modifications of existing infrastructure needed to meet biotic and hydrologic goals.
- b. To isolate incompatible facilities that cannot be moved.
- c. To develop cost-effect solutions to protect existing infrastructure that cannot be moved.

8. Long-Term Management

- a. To provide qualified staff to perform management of the wetland.
- b. To create a mechanism for adjustments to these objectives and to accommodate unforeseen problems.
- c. To allow changes to the restoration plan and/or management objectives to incorporate new technologies and/or knowledge of coastal wetlands or the Ballona system, consistent with budgetary limitations.
- d. To establish long-term maintenance or replacement schedules and responsibilities for such schedules.

EXHIBIT C

Uses and Restrictions on Eight-Acre Parcel

The Eight-Acre Parcel will be divided into two four-acre parcels with four acres (the "Wetlands Related Area") to be reserved for Ballona Wetlands related activities and ancillary related structures such as viewing platforms, nurseries for cultivation of native plants and other uses consistent with and complimentary to the Wetlands, while the remaining four acres (the "Parking Area") will be used solely for landscaped surface parking to serve businesses and multi-family residential buildings on Culver Boulevard. A 15 foot wide strip along the Southerly border of the Eight-Acre Parcel may be used for relocation of the existing alleyway and/or relocation of buildings presently located on Culver Boulevard if required in order to accommodate mitigation measures imposed by Public Agencies or Non-Party Agencies.

The Parking Area will be landscaped in a manner minimizing impacts to the Ballona Wetlands from lighting. The lighting within the Parking Area will be as close to the ground as feasible, will be designed to avoid shining into the Ballona Wetlands and will not have unscreened lamps.

MTP-PV will design the Parking Area to accommodate any requirements in the Wetlands Restoration Plan for a point of access to the Ballona Wetlands through the Parking Area for wetlands restoration and maintenance work. Such point of access will be available only to authorized personnel working within the Ballona Wetlands. At such time as MTP-PV constructs the Parking Area, it will designate fifteen reserved parking spaces within the Parking Area adjacent to or in close proximity to such point of access for vehicular parking by participants in and visitors to Wetlands-related activities provided, however, that MTP-PV shall have no obligations to enforce such reserved right and, therefore, does not guarantee that the spaces will always be available for such purpose.

MTP-PV will install and maintain lighting, fencing and such other reasonable security measures recommended by the Los Angeles Police Department as it believes to be reasonably necessary to protect the Parking Area from vandalism and crime.

At such time as the berm to be located within the Eight-Acre Parcel has been designed, the Parking Area and the Wetlands-Related Area will be reconfigured to reduce the size of the Parking Area by an area approximately equal to $\frac{1}{4}$ of the total area within the Eight-Acre Parcel which is occupied by the berm.

Covenants, conditions and restrictions ("CC&R's") running with the land covering the Eight-Acre Parcel to effect these uses and restrictions will be included in the Final Stipulation. The CC&R's will be recorded upon final approval of the Revised Playa Vista Plan.

EXHIBIT D-1

Revised Playa Vista Plan

The Revised Playa Vista plan as currently proposed is set forth in the graphic depiction attached hereto as Annex A to this Exhibit D-1. The graphic depictions, permitted uses, street alignments and open space area designations in Annex A to Exhibit D-2 are approximate and subject to modification as a result of further engineering and design of the Project through the Regulatory Approval process.

Phasing and rate of development. The phasing and rate of development within Playa Vista will be as follows:

Phase I:

Phase I will include 1,250,000 square feet of new office space, 2,759 market residential units, 487 affordable residential units, 50,000 of square feet retail, and 300 hotel rooms. Phase I construction would take approximately 3 years from the date of Regulatory Approval of the tentative map covering this phase.

Phase II:

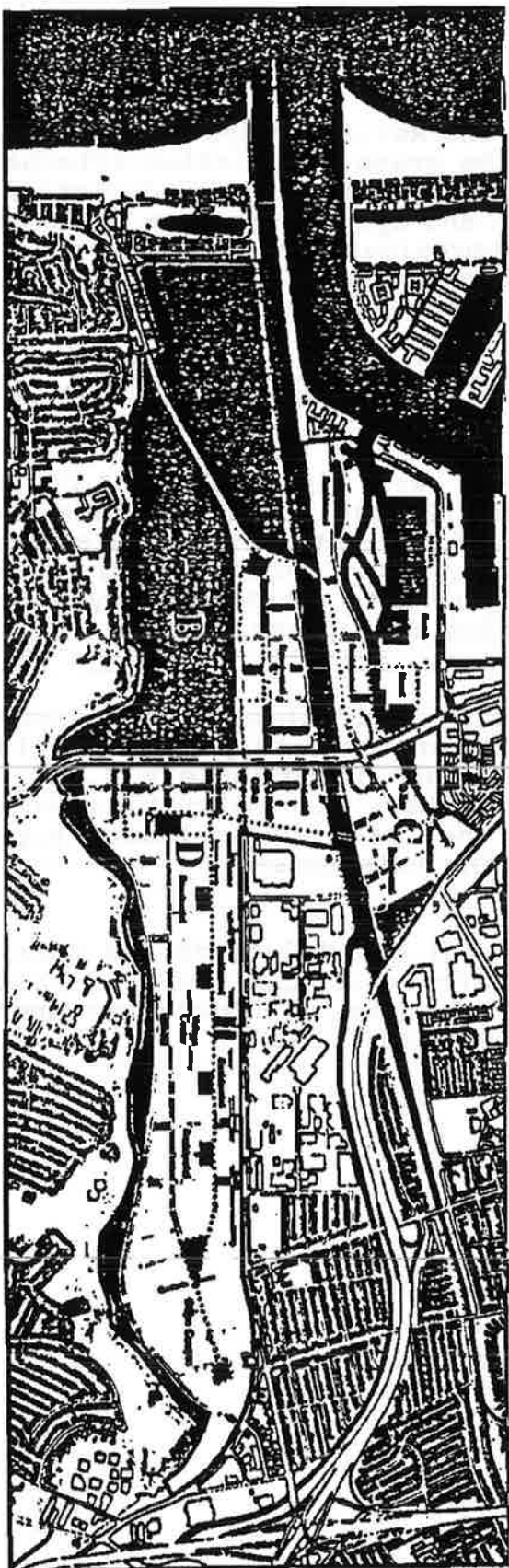
Phase II could involve approximately 300,000 square feet of retail, approximately 2,000 housing units, possibly 300 hotel rooms, and approximately 1,350,000 square feet of office space. Phase II construction would take approximately 3 years from the date of Regulatory Approval of the tentative map covering this phase.

Phase III:

Phase III would include the remainder of the proposed total plan. Phase III construction would take approximately 3 years from the date of Regulatory Approval of the tentative map covering this phase.

Area A - 139.1 acres
 Residential 1,226 dwelling units
 Retail 200,000 square feet
 Hotel 1,800 rooms
 Marina 40 acres

Area C - 69.7 acres
 Residential 2,012 dwelling units
 Office 900,000 square feet
 Retail 150,000 square feet



Area B - 336.1 acres
 Residential 1,800 dwelling units
 Retail 200,000 square feet

Area D - 412.3 acres
 Residential 6,677 dwelling units
 Office 4,600,000 square feet
 Retail 350,000 square feet
 Hotel 600 rooms

PLAYA VISTA - Revised Playa Vista Plan

EXHIBIT D-2

Restrictions and Limitations
on the Revised Playa Vista Plan

The Revised Playa Vista Plan shall at all times be subject to the following restrictions and limitations:

- I. Residential Neighborhood - Area B - Development in Area B will be limited to the parcel located north of Jefferson Boulevard, west of Lincoln Boulevard and east of re-aligned Culver Boulevard. Up to 1,800 residential units, and 20,000 square feet of neighborhood-serving retail shall comprise this portion of the plan.

This neighborhood will be characterized by low-rise residential dwellings, with heights limited to the Height Zones shown in Annex A to this Exhibit D-2, and will be organized around a series of internal streets and neighborhood parks. Most parking will be below-grade, and the internal transit system will link the neighborhood to the rest of the Playa Vista community. Vehicular access will occur from Jefferson Boulevard only.

- II. Changes in land uses - No modifications of the Revised Playa Vista Plan shall permit substitution of office, retail, hotel, or other commercial uses for residential uses.

- III. Setback from bluffs - The Revised Playa Vista Plan proposes that a linear park would extend the entire length of the bluffs along the southerly edge of Area D. This park is bounded to the north by the bluff parkway (a new east-west roadway), and to the south by the toe of the existing bluffs. This park will provide significant acreage dedicated to both wildlife habitat and recreational amenities. No structures will be built within the park area, with the possible exception of those relating to civic, cultural, educational or recreational uses (wildlife museum, police sub-station, schools, etc.)

Commercial and residential structures may be built only to the north of the bluff parkway. The natural, irregular configuration of the bluff toe results in a non-uniform dimension between the toe and the parkway, and the effective setback from the toe of the bluff to buildable residential or commercial lots will vary accordingly. In the Revised Playa Vista Plan configuration, this dimension varies from approximately 150' to 500'. If the governmental review process causes the Bluff Parkway to be substantially realigned from the configuration shown in the Revised Playa Vista Plan, the setback criteria will likewise be redefined.

- IV. Building height - Current zoning permits the construction of tall structures (20 floors or more) in Areas A, C, and D, and up to 10 floors in Area B. In response to community concern, MTP-PV has agreed to impose more restrictive building height limitations as follows:

Area A - no building to exceed 12 occupied floors, exclusive of below grade parking, mechanical penthouse and other rooftop equipment.

Area B - the buildable portion of Area B will be limited to the parcel north of Jefferson Boulevard, west of Lincoln Boulevard and east of reconfigured Culver Boulevard. Discussions with Petitioners have resulted in building height and building setback criteria as illustrated in Annex A to this Exhibit D-2 attached hereto.

Area C - Current zoning permits structures of up to 20 stories. Should MTP-PV acquire Parcel C, height limits will be proposed as follows: no building to exceed 12 occupied floors, exclusive of below-grade parking, mechanical penthouse and other rooftop equipment.

Area D - no building height to exceed the average elevation of the Westchester bluffs, as measured in feet above mean sea level. Discussions with the community may result in additional height limitations within specific portions of Area D. The precise definition of criteria (average bluff height, top of building, etc.) will be established during the course of discussion with the community and the environmental review process.

07/13/90 11:48

213 827 1073

MAGUIFF

N A

PROPOSED ROW

New Outer
Boulevard
alignment

New Bridge

Ballona Creek

ANNEX A TO EXHIBIT D-2

EXISTING ROW

BOULEVARD

Existing Outer Boulevard to be realigned

Height Zone 3

Height Zone 2

Height Zone 1

BOULEVARD

Wetlands Prescribe

General Notes:
• Floor heights exclusive of below-grade parking structures
• In all Height Zones except Height Zone 1, heights are exclusive of
unexcavated parking structures (underground parking, etc.).

Height Zone 1 - 25 ft. up to 25 ft. above-grade structures,
exclusive of landscaping
Height Zone 2 - up to two stories above-grade structures
Height Zone 3 - up to 45 ft. above-grade structures
Height Zone 4 - up to 75 ft. above-grade structures

Height
Zone 4

Lincoln Boulevard
alignment

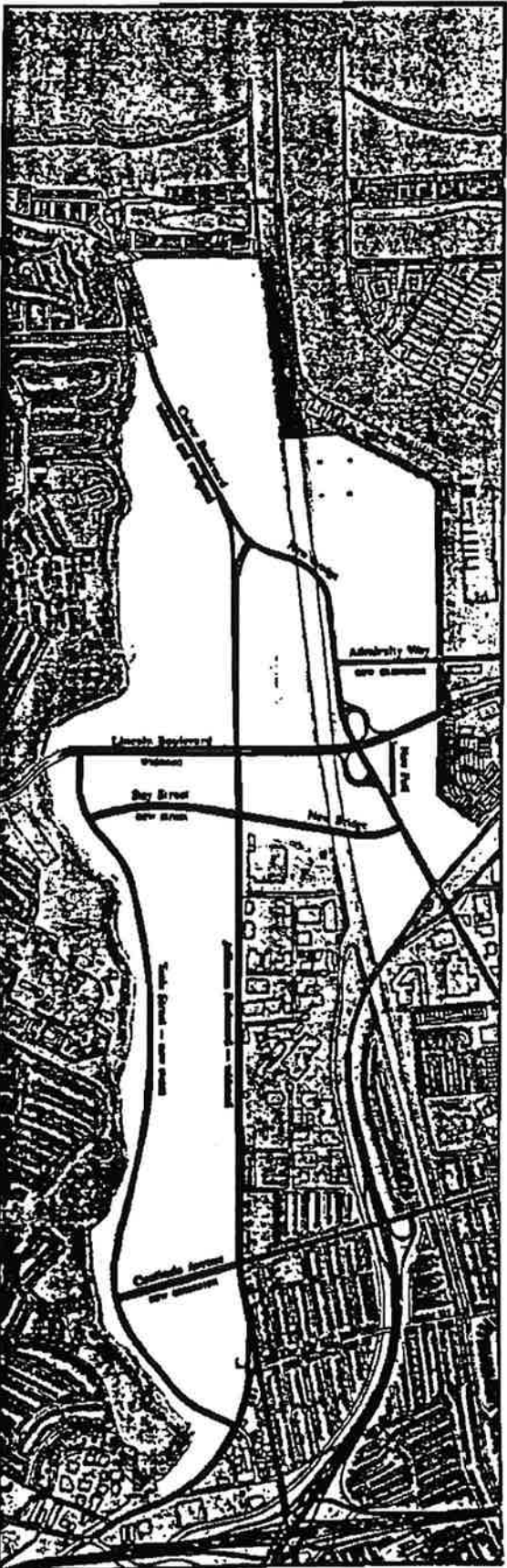
BOULEVARD

PLAYA VISTA AREA B

Scale 1" = 100'
March 1990

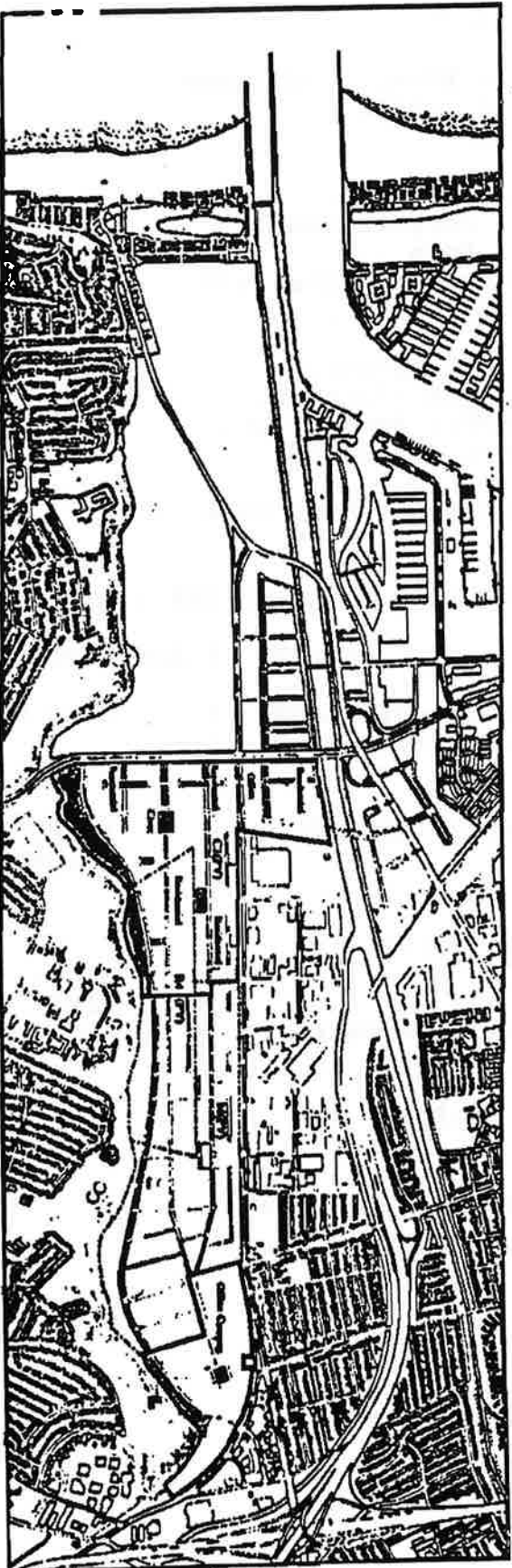
Development Parcel

Exhibit E



Infrastructure Improvements

Exhibit F



Area D - West End
Residential 3,246 dwelling units
Office 400,000 square feet
Retail 50,000 square feet

Area D - East End
Office 850,000 square feet
Hotel 300 rooms

Existing Zoning: C2(PV), R4(PV), M(PV) as shown

PLAYA VISTA - Interim Development

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DATE OF DRAFT: 5/4/90

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF LOS ANGELES

13 FRIENDS OF BALLONA WETLANDS,)
14 a non-profit corporation, et)
15 al.,)

Case No. C525 826

15 Petitioners/Plaintiffs,)

STIPULATION FOR ENTRY OF
JUDGMENT

16 v.)

17 THE CALIFORNIA COASTAL)
18 COMMISSION,)

DATE: _____
TIME: _____
DEPT: 81

19 Respondent/Defendant.)

20 COUNTY OF LOS ANGELES, et)
21 al.,)

22 Real Parties in Interest.)

23

24

25

26

27

28

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1 A. On or about December 7, 1984, Petitioners filed a
2 Petition for Writ of Mandate in the above-entitled action (the
3 "Action"), challenging the Coastal Commission's approval and
4 certification of the County's Marina del Rey/Ballona Land Use
5 Plan.

6 B. On or about February 14, 1989, MTP-PV became a
7 real party in interest in this Action.

8 C. MTP-PV has conferred with Petitioners, the City
9 [, the County] and other interested parties to formulate a
10 proposed Revised Playa Vista Plan, which will include the
11 following public benefits:

12 (1) Expansion of the Ballona Wetlands by
13 approximately 60 acres to include all land located west of
14 Lincoln Boulevard and south of Jefferson Boulevard;

15 (2) Restoration of the Ballona Wetlands;

16 (3) Elimination of the proposed extension of
17 Falmouth Avenue which would have traversed the Ballona Wetlands;

18 (4) Elimination from Playa Vista of a regional
19 shopping center and reduction of _____ square feet of retail
20 development;

21 (5) Elimination from Playa Vista of high rise
22 commercial office buildings and reduction of _____ square feet
23 of commercial office development;

24 (6) Reduction of traffic and impacts on regional
25 roadways through the reconfiguration of development within Playa
26 Vista and the reduction of commercial office and retail
27 development;
28

1 (7) Creation within Playa Vista of a
2 significantly improved jobs-housing balance; and

3 (8) Creation within Playa Vista of _____
4 additional affordable housing units.

5 D. Under Existing Development Approvals development
6 by the County of Phase II of Marina Del Rey is conditioned upon
7 development of the extension of Falmouth Avenue and the "Marina
8 By-Pass", which have been rendered infeasible as a result of
9 intervening development and the provisions of the Revised Playa
10 Vista Plan. Therefore, the County has proposed a revised plan
11 for the development of Phase II of Marina Del Rey and an
12 alternative to the Marina By-Pass.

13 E. To facilitate the expansion of the Ballona
14 Wetlands, the Controller is joining in this Stipulation for the
15 limited purpose of (i) effectuating a transfer of Area C to an
16 affiliate of MTP-PV in exchange for monetary consideration plus a
17 deferred exchange of title to portions of Area B in accordance
18 with a Purchase and Exchange Agreement between the Trustee,
19 Controller and MTP-PV; and (ii) obtaining a determination
20 regarding the discharge of the Controller's duty to receive fair
21 value for Area C.

22 F. Petitioners in this Action represent a group of
23 environmental and community interest associations which have been
24 and will continue to be intimately involved in seeking protection
25 and restoration of the Ballona Wetlands.

26 G. Petitioners and MTP-PV have determined that
27 Development of Playa Vista consistent with the Revised Playa
28 Vista Plan and restoration of the Ballona Wetlands consistent

1 with the Wetlands Guidelines and Policies (set forth below) will
2 achieve and implement their common goals of preserving and
3 maintaining the Ballona Wetlands. Petitioners and MTP-PV desire
4 to work together, along with representatives of the Controller
5 and the Council Office, to develop and implement the Wetlands
6 Restoration Plan consistent with the Wetlands Guidelines and
7 Policies.

8 H. Development of Playa Vista in accordance with the
9 Revised Playa Vista Plan and restoration of the Ballona Wetlands
10 will require modifications of and amendments to the Existing
11 Development Approvals. Petitioners and MTP-PV desire to work
12 together to achieve approval and implementation of the Revised
13 Playa Vista Plan and the Wetlands Restoration Plan in as timely a
14 manner as possible.

15 I. The Public Agencies are vested with legislative
16 and/or quasi-judicial discretionary authority to process and
17 review Applications and grant the Regulatory Approvals necessary
18 to approve Development of Playa Vista in accordance with the
19 Revised Playa Vista Plan and the Wetlands Restoration Plan.

20 J. In light of the public benefits contemplated under
21 the Revised Playa Vista Plan and the urgent need to restore the
22 deteriorating Ballona Wetlands, the Public Agencies have
23 determined to process and review all Applications for Regulatory
24 Approvals in as timely a manner as possible, while maintaining
25 their full legislative and/or quasi-judicial discretionary
26 authority to grant or deny portions or all of the Regulatory
27 Approvals.
28

1 K. Petitioners and the Local Public Agencies
2 recognize that Development of Playa Vista requires substantial
3 early and large capital expenditures and investments with respect
4 to the restoration and expansion of the Ballona Wetlands and the
5 construction and installation of major infrastructure and
6 facilities of sufficient capacity to serve Playa Vista.

7 L. To induce MTP-PV to provide the public benefits
8 contemplated under the Revised Playa Vista Plan and to accept
9 reduction of the size and intensity of Development permitted
10 under the Existing Development Approvals, the Petitioners and the
11 Local Public Agencies desire to provide that upon the grant of a
12 Regulatory Approval by a Local Public Agency, MTP-PV will have
13 the assured right to Develop Playa Vista in accordance with such
14 Regulatory Approval, notwithstanding further actions taken or
15 Laws enacted by the Local Public Agency.

16 M. To facilitate the implementation of this
17 Stipulation, the Parties desire that the Court retain continuing
18 jurisdiction in this Action and appoint a Referee to implement
19 this Stipulation and the Judgment to ensure that each of the
20 Parties performs its respective responsibilities in a timely
21 manner, and to rule upon any questions or issues that may arise
22 concerning implementation of the Stipulation and the Judgment.

23 IT IS HEREBY AGREED as follows:

24 1.0 Definitions. The following terms when used in this
25 Stipulation shall be defined as follows:

26 1.1 "Application(s)" means all applications, submittals and
27 requests to Public Agencies and Non-Party Agencies for Regulatory
28 Approvals, including all documents, reports, maps, plans,

1 studies, and other similar information submitted in seeking such
2 Regulatory Approvals.

3 1.2 The "Application Schedule" means that certain schedule,
4 attached hereto as Exhibit A, setting forth the time periods for
5 processing the Applications for certain Regulatory Approvals. If
6 completion of an action in the Application Schedule has been
7 achieved earlier than the date set in the Application Schedule
8 for such action, or if completion has been delayed as permitted
9 by this Stipulation, each of the dates for achieving completion
10 of the remaining events or actions shall be, to the extent
11 possible, accelerated a number of days equal to the days saved by
12 such early completion of the action or in the case of a delay,
13 each of the dates shall be adjusted to reflect the delay in a
14 manner which will maintain the original schedule of time periods
15 for processing the remaining Applications insofar as possible.

16 1.3 "Area A," "Area B," "Area C," and "Area D" shall each
17 refer to a respective area within Playa Vista as depicted on the
18 Site Map attached hereto as Exhibit B and as described in
19 Exhibit C.

20 1.4 "Ballona Wetlands" means the Property depicted on
21 Exhibit B-1.

22 1.5 "Building and Improvement Standards" means Laws, of
23 general application establishing requirements and standards for
24 the building, construction, and installation of structures and
25 associated improvements, such as and including, without
26 limitation, building, plumbing, mechanical, grading and fire
27 codes.
28

1 1.6 "CEQA" means the California Environmental Quality Act,
2 Public Resources Code Sections 21000, et seq.

3 1.7 "City" means the City of Los Angeles, a municipal
4 corporation organized and existing under the laws of the State of
5 California.

6 1.8 "City's LUP" means the _____ Land Use Plan
7 approved on May ___, 1987 covering Development of certain
8 portions of Playa Vista.

9 1.9 "Coastal Commission" means the California Coastal
10 Commission, a political subdivision of the State of California.

11 1.10 "Condition(s)" means those certain conditions or events
12 the non-occurrence or non-fulfillment of which will give rise to
13 certain rights, including the right of one or more of the Parties
14 to vacate the Judgment as set forth in Sections 16 and 17 of this
15 Stipulation.

16 1.11 "Controller" means Gray Davis as Controller and on
17 behalf of the State of California and his successors.

18 1.12 "Council Office" means the 6th Councilmanic District
19 office of the City of Los Angeles.

20 1.13 "County" means the County of Los Angeles, a political
21 subdivision of the State of California.

22 1.14 "County's LUP" means the Marina del Rey Land Use Plan
23 approved October 11, 1984 as amended and recertified on
24 December 9, 1986 covering Development of certain portions of
25 Playa Vista and Marina del Rey.

26 1.15 "Develop" or "Development" means the construction,
27 repair or replacement of structures, improvements and facilities
28 comprising the Project, including, without limitation, the

1 construction of both on and off-site infrastructure and public
2 facilities relating to the Project. "Develop" or "Development"
3 shall also mean the timing, phasing, sequencing and rate of such
4 improvement of the Project in accordance with the schedule of
5 Development set forth in Exhibit D.

6 1.16 "Development Exactions" means requirements or
7 prohibitions imposed by a Public Agency or Non-Party Agency as a
8 condition of Development in connection with any Regulatory
9 Approval for the dedication of land or property, the payment of
10 fees, or the improvement, construction, maintenance or
11 acquisition of any public infrastructure, facilities or property,
12 including, without limitation, mitigation measures imposed
13 pursuant to CEQA.

14 1.17 "Effective Approval Date" means that certain date for
15 each Regulatory Approval granted by a Local Public Agency in
16 connection with the Revised Playa Vista Plan and the Wetlands
17 Restoration Plan on which such Regulatory Approval becomes final
18 with no further right of administrative appeal. For example, if
19 a specific plan for Area D is approved for the Project, the date
20 on which administrative appeal rights to challenge the approval
21 of the specific plan have expired shall be the Effective Approval
22 Date for the specific plan, unless an appeal has been filed with
23 the City to challenge the specific plan, in which event the date
24 upon which that appeal has been determined without further right
25 of administrative appeal shall be the Effective Approval Date for
26 the specific plan.

1 1.18 "Eight-Acre Parcel" means that certain approximately
2 eight-acre parcel of land within Area B more specifically
3 depicted on Exhibit B-2 and described on Exhibit C-1.

4 1.19 "EIR(s)" means any and all environmental impact
5 reports, supplements to environmental impact reports, addenda to
6 environmental impact reports, subsequent environmental impact
7 reports, and all related documents and materials to the
8 foregoing prepared in connection with and made a part of the
9 public records for a Regulatory Approval pursuant to CEQA.

10 1.20 "Existing Development Approvals" means all land use
11 plans, site specific plans, maps, conditional and special use
12 permits, variances, grading, building and other permits and other
13 entitlements to use of every kind and nature presently approved
14 or granted by a Public Agency or Non-Party Agency in connection
15 with the Development of Playa Vista.

16 1.21 "Effective Land Use Regulations" means as to any
17 Regulatory Approval those Land Use Regulations in effect on its
18 Effective Approval Date.

19 1.22 "Infrastructure Improvements" means those certain on-
20 site and off-site traffic circulation improvements which are
21 expected to be required to be Developed with respect to the
22 Project and proposed ecological facilities and improvements, all
23 as set forth in Exhibit E.

24 1.23 "Judgment" means the judgment to be entered by the
25 Court pursuant to this Stipulation.

26 1.24 "Land Use Regulations" means Laws, which govern the
27 permitted uses of land, the density and intensity of use, and
28 the design, improvement, and construction standards and

1 specifications applicable to the Development of the Project,
2 including, without limitation: general plans, community plans,
3 specific plans, zoning ordinances, planned community district
4 ordinances, tentative, vesting tentative and final subdivision
5 maps, parcel maps, conditional and special use permits,
6 variances, elements of Local Coastal Programs, development
7 moratoria, growth management and phase development programs,
8 Laws, Development Exactions, subdivision and park codes and
9 Building and Improvement Standards. The term "Land Use
10 Regulations" does not include, however, Laws relating to the
11 conduct of business, professions and occupations generally, taxes
12 and assessments (other than Development Exactions), Laws for the
13 control and abatement of nuisances, and any exercisable power of
14 eminent domain.

15 1.25 "Laws" means all (i) statutes, ordinances, codes,
16 resolutions, initiatives, referenda, rules, regulations and
17 orders, (ii) approvals, denials and conditional approvals of
18 permits of every kind and character, (iii) programs, and official
19 policies and actions of a Public Agency or Non-Party Agency, and
20 (iv) amendments to the foregoing.

21 1.26 "Local Public Agency" or "Local Public Agencies" means
22 the City and/or the County.

23 [1.27 "Marina By-pass Alternative" means those certain
24 proposed roadway improvements designed to provide traffic
25 congestion relief for Marina Del Rey as depicted on Exhibit F
26 attached hereto.]

27 [1.28 "Marina del Rey" means that certain real property
28 depicted in the Site Map attached hereto as Exhibit B-3.]

1 [1.29 "Marina Plan" means the County's land use plan for
2 Marina del Rey, setting forth the future expansion and the kind,
3 location and intensity of land uses within Marina del Rey, land
4 use maps, and permitted densities for Marina del Rey, all as set
5 forth in Exhibit F attached hereto, including the Marina By-Pass
6 Alternative.]

7 1.30 "MTP-PV" means Maguire Thomas Partners-Playa Vista, a
8 California limited partnership, successor-in-interest to the
9 former real party in interest Summa Corporation.

10 1.31 "Nexus Test" means that certain set of criteria and
11 procedures defined and set forth in Exhibit G required to be
12 undertaken by a Local Public Agency to determine whether or not a
13 Development Exaction has a legally sufficient nexus to the
14 impacts of Development of the Project or the objective being
15 promoted or advanced by such Local Public Agency in applying the
16 Development Exaction to the Project.

17 1.32 "Non-Party Agency(ies)" means any federal, state or
18 local public entity, quasi-public entity, regulatory agency,
19 administrative, legislative or adjudicatory body or similar
20 entity, the governing body thereof and its members and any and
21 all respective subdivisions, instrumentalities, agencies,
22 departments, branches, officers, employees and agents which will
23 or may have authority to grant a Regulatory Approval with respect
24 to the Revised Playa Vista Plan or the Wetlands Restoration Plan
25 other than the Public Agencies.

26 1.33 "Obligation(s)" means acts required to be taken by a
27 Party pursuant to this Stipulation and the Judgment, the
28 non-performance or untimely performance of which will be a breach

1 of this Stipulation and a violation of the Judgment by that
2 Party.

3 1.34 "Party" or "Parties" means the parties to this Action.

4 1.35 "Permitted Development Exactions" means those certain
5 Development Exactions set forth and described in
6 Exhibit H.

7 1.36 "Permitted Interim Development" means certain
8 Development of the Project permitted under Section 3 of this
9 Stipulation during the period of time commencing with the entry
10 of the Judgment and prior to the time MTP-PV obtains the
11 Regulatory Approvals.

12 1.37 "Petitioners" means the petitioners in this Action.

13 1.38 "Playa Vista" means that certain real property
14 comprised of Area A, Area B, Area C and Area D as shown on
15 Exhibit B attached hereto.

16 1.39 "Project" means the development project contemplated by
17 the Revised Playa Vista Plan and Wetlands Restoration Plan with
18 respect to Playa Vista and including, without limitation, on-site
19 and off-site improvements.

20 1.40 "Public Agency(ies)" means the City, the County, and/or
21 the Coastal Commission, the governing bodies thereof and their
22 members and any and all of their respective subdivisions,
23 instrumentalities, agencies, departments, branches, officers,
24 employees and agents.

25 1.41 "Purchase and Exchange Agreement" means that certain
26 agreement by and among MTP-PV, the Trustee and the Controller in
27 substantially the form of Exhibit I attached hereto,
28

1 memorializing the parties' agreement for a land purchase and
2 exchange involving Area C and a portion of Area B.

3 1.42 "Recycling Facilities" means waste water and organic
4 recycling and material (solid waste) recycling facilities that
5 may be constructed within Playa Vista.

6 1.43 "Referee" means the individual selected by the Parties
7 and appointed by the Court to be a master and referee in the
8 furtherance of the implementation of this Stipulation and the
9 Judgment.

10 1.44 "Regulatory Approval(s)" means any and all amendments
11 to Existing Development Approvals, and adoption or amendment of
12 Land Use Regulations by the Public Agencies.

13 1.45 "Revised Playa Vista Plan" means the master plan of
14 development for Playa Vista as described in Exhibit D, attached
15 hereto, setting forth among other things the land uses, permitted
16 density and intensity of uses, maximum height restrictions,
17 permitted number of dwelling units, permitted square feet of
18 commercial office and retail uses, location of Infrastructure
19 Improvements, roads, and the timing, phasing, sequencing and rate
20 of Development. The graphic depictions, permitted uses, street
21 alignments and open space area designations in Exhibit D are
22 approximate and subject to modification as a result of further
23 engineering and design of the Project through the Regulatory
24 Approval process.

25 1.46 "Stipulation" means this Stipulation for Entry of
26 Judgment.

27 1.47 "Trustee" means First Nationwide Savings, a federal
28 savings and loan association.

1 1.48 "Unpermitted Development Exaction(s)" means (i) a
2 Development Exaction that does not meet the Nexus Test in
3 connection with a Development Exaction imposed by a Local Public
4 Agency and (ii) a Development Exaction that is not consistent
5 with constitutional, statutory or decisional law in connection
6 with a Development Exaction imposed by the Coastal Commission.

7 1.49 "Wetlands Foundation" means a non-profit foundation
8 governed by the Wetlands Trustees to be formed pursuant to the
9 Wetlands Guidelines and Policies, for the purpose of developing
10 and implementing the Wetlands Restoration Plan and the long term
11 management of the Ballona Wetlands consistent with the Wetlands
12 Guidelines and Policies.

13 1.50 "Wetlands Guidelines and Policies" means those certain
14 guidelines and policies set forth in Exhibit J attached hereto,
15 which define the intentions, objectives and policies of
16 Petitioners and MTP-PV with respect to:

17 (i) the scope and nature of the restoration and
18 management of the Wetlands;

19 (ii) the formulation and implementation of the Wetlands
20 Restoration Plan;

21 (iii) the formulation and implementation of interim
22 Ballona Wetlands restoration and related work;

23 (iv) the formulation of the organizational and
24 administrative structure of the Wetlands Trustees and the
25 appointment of the Wetlands Trustees;

26 (v) the mechanism for the financing of and the scope
27 of MTP-PV's funding commitment for the Wetlands Restoration Plan;
28 and

1 (vi) the interim authority of and planning efforts to
2 be undertaken by representatives of MTP-PV, Petitioners, the
3 Controller and the Council Office, prior to the appointment of
4 the Wetlands Trustees.

5 1.51 "Wetlands Restoration Plan" means that certain plan, as
6 it may evolve, be modified or amended from time to time, to
7 restore, and manage the Ballona Wetlands, consistent with the
8 Wetlands Guidelines and Policies, this Stipulation, the Judgment
9 and all applicable Regulatory Approvals authorizing the same.

10 1.52 "Wetlands Trustees" means the members of the governing
11 body of the Wetlands Foundation, who shall initially be composed
12 of representatives of Petitioners, MTP-PV, Controller and the
13 Council Office.

14 2.0 Purpose and Intent. This Stipulation sets forth
15 procedures and elements for settlement of this Action which have
16 resulted from negotiations and mutual compromise among the
17 Parties. The Parties believe that, unless the disputes involved
18 in this Action are so resolved, they will expend substantial
19 efforts and sums of money in litigation, the results of which are
20 uncertain, and that it is in the best interests of the Parties
21 and the general public that a settlement be reached. This
22 Stipulation is designed to serve the following purposes:

23 A. To provide assurances that Playa Vista will be
24 developed in a manner securing the public benefits
25 described in Section C and elsewhere above.

26 B. To maintain the Public Agencies' discretionary
27 authority as legislative and/or quasi-judicial
28 bodies in the processing of the Applications. It

is not the purpose of this Stipulation or the intent of the Parties: (1) to avoid or affect any applicable environmental or public hearing requirement or other requirement of law; or (ii) to prejudge or prejudice full and fair hearings on the merits of the various applications for discretionary Land Use Regulations and Regulatory Approvals necessary to effectuate this Stipulation.

C. To provide assurances that the Ballona Wetlands will be restored and managed in accordance with the Wetlands Restoration Plan, as the same may be approved by all cognizant Public Agencies and Non-Party Agencies.

D. If the Revised Playa Vista Plan is approved by all cognizant Public Agencies and Non-Party Agencies, to provide assurances that MTP-PV will be able to Develop Playa Vista in accordance with the Revised Playa Vista Plan (including the applicable timing and rate of Development), and that once a Regulatory Approval has been granted by a Local Public Agency, MTP-PV will have the assured right to Develop Playa Vista in accordance with such Regulatory Approval (subject to the obtaining of such other Regulatory Approvals as may be necessary), notwithstanding inconsistent action taken or Laws enacted by such granting Local Public Agency subsequent to the Effective Approval Date for that Regulatory Approval, and MTP-PV will have

- 1 the right to invoke this Court's injunctive and
2 equitable powers to enforce this assured right;
3 [E. To provide assurances to the County that denial of
4 the Application for Approval of the Marina Plan
5 will give rise to the termination of this
6 Stipulation.];
7 F. To provide assurances to MTP-PV and Petitioners
8 that the Applications necessary to obtain the
9 Regulatory Approvals for the Revised Playa Vista
10 Plan and the Wetlands Restoration Plan will be
11 processed in as timely a manner as possible by the
12 Public Agencies; and
13 G. To provide for appointment of a Referee to assist
14 in the administration and implementation of this
15 Stipulation and to resolve any conflicts that may
16 arise concerning interpretation or implementation
17 of this Stipulation.

18 3.0 Permitted Interim Development. It is in the common
19 interest of Petitioners and MTP-PV that certain portions of the
20 Project, interim restoration of the Ballona Wetlands and certain
21 Infrastructure Improvements be Developed as early as feasible.
22 Accordingly, during the period of time commencing with the entry
23 of the Judgment and prior to the time MTP-PV obtains all
24 Regulatory Approvals for the Revised Playa Vista Plan and the of
25 the Wetlands Restoration Plan, Petitioners and MTP-PV agree:

- 26 A. Whether or not the Revised Playa Vista Plan is
27 ultimately approved, MTP-PV will seek Regulatory
28 Approvals for, and upon obtaining such approvals

1 expeditiously commence Development of those
2 portions of the Ballona Wetlands restoration
3 identified in Exhibit K.

4 B. MTP-PV may in its sole discretion Develop those
5 portions of the Revised Playa Vista Plan identified
6 in Exhibit K subject to obtaining all necessary
7 Regulatory Approvals.

8 C. Prior to the commencement of any Development within
9 Playa Vista pursuant to section 3.1(B), MTP-PV will
10 provide for the Development of those portions of
11 the Infrastructure Improvements identified in
12 Exhibit K, subject to obtaining all necessary
13 Regulatory Approvals.

14 **4.0 Development and Financing of Infrastructure**
15 **Improvements.**

16 **4.1 MTP-PV's Obligation.** MTP-PV agrees to Develop the
17 Infrastructure Improvements subject to obtaining all necessary
18 Regulatory Approvals. Nothing in this Stipulation shall be
19 construed to require MTP-PV to Develop infrastructure or similar
20 improvements other than the Recycling Facilities in accordance
21 with Section 8.3 (J) below, the Infrastructure Improvements and
22 the Permitted Development Exactions.

23 **4.2 Public Financing Mechanism.** The Parties acknowledge
24 that to finance the cost of the Infrastructure Improvements and
25 the Recycling Facilities, MTP-PV intends to use certain public
26 financing mechanisms, including, without limitation, formation of
27 community facilities districts pursuant to the Mello-Roos
28 Community Facilities Act of 1982 (California Government Code

1 § 53311 et seq., as amended). The City and County will cooperate
2 with MTP-PV and use their best faith efforts, including, without
3 limitation, the entry into joint powers agreements to the extent
4 necessary to facilitate the formation of Mello-Roos community
5 facilities districts or other assessment districts to issue bonds
6 to finance portions or all of the Infrastructure Improvements.
7 Nothing in this Section 4(2) shall abridge the City and County's
8 discretion in evaluating the financial merits of any such bonds
9 to be issued, or the merits of entering into such joint powers
10 agreements.

11 **5.0 Formulation of Wetlands Restoration Plan.** MTP-PV and
12 Petitioners acknowledge that the formulation of the Wetlands
13 Restoration Plan is a complex undertaking which will evolve in
14 consultation with technical consultants including, without
15 limitation, the California Department of Fish and Game and other
16 interested entities. MTP-PV and Petitioners agree that their
17 representatives, together with representatives of the Council
18 Office and the Controller, shall use their best faith efforts to
19 diligently and expeditiously formulate a Wetlands Restoration
20 Plan and an organizational structure for the Wetlands Foundation
21 and thereafter appoint the Wetlands Trustees, consistent with the
22 Wetlands Guidelines and Policies, this Stipulation, and all
23 Regulatory Approvals authorizing the Wetlands Restoration Plan.

24 **6.0 Use of Eight-Acre Parcel.** MTP-PV and Petitioners
25 agree that the Eight-Acre Parcel shall be Developed by MTP-PV
26 only for the uses and subject to the restrictions set forth in
27 Exhibit L attached hereto. MTP-PV will cause covenants,
28 conditions, restrictions and equitable servitudes running with

1 the land substantially in the form of Exhibit L attached hereto
2 to be recorded against the Eight-Acre Parcel.

3 7.0 Rights to Develop, Reservations, Limitations and
4 Exceptions. Upon the grant of a Regulatory Approval by a Local
5 Public Agency, and regardless of any subsequent inconsistent Land
6 Use Regulations enacted by such granting Local Public Agency, the
7 only Land Use Regulations applicable to the Development of Playa
8 Vista and the issuance of permits pursuant to such granted
9 Regulatory Approval shall be the Effective Land Use Regulations,
10 together with the following:

11 A. Laws increasing or establishing new taxes, fees,
12 rates and charges imposed with respect to
13 processing of subsequent Applications for
14 Development within Playa Vista, or with respect to
15 utility hook-up or public capital improvement
16 projects or buy-ins, so long as such fees and
17 charges are:

- 18 (1) of general application within the
- 19 jurisdiction of the Local Public Agency,
- 20 (2) related directly to the actual cost of
- 21 application processing, and
- 22 (3) proportionate and limited to the portion of
- 23 the reasonable estimated cost of the capital
- 24 improvement which is of direct benefit to
- 25 MTP-PV.

26 B. Laws which are consistent with the Effective Land
27 Use Regulations and the intent and terms of this
28 Stipulation and which do not materially interfere

1 with or establish limitations upon the Development
2 of Playa Vista or the rate or phasing of such
3 Development.

4 C. Existing and future state and federal Laws,
5 together with any Land Use Regulations required
6 thereby to be undertaken to comply with such state
7 and federal Laws which are reasonable and
8 consistent with the assurances provided to MTP-PV
9 under this Stipulation. If any such state or
10 federal Laws or Land Use Regulations prevents
11 compliance with any provisions of this Stipulation,
12 such provisions will be modified or suspended as
13 may be necessary to comply with the state and
14 federal Laws, and the remaining provisions of this
15 Stipulation will remain in effect to the extent
16 that the performance of such remaining provisions
17 would be consistent with the intent of this
18 Stipulation.

19 D. Land Use Regulations of general application adopted
20 by Local Public Agencies that are reasonably
21 necessary to protect the public health and safety.

22 E. Present and future Building and Improvement
23 Standards, except those:

- 24 (1) significantly reducing the amount of land
25 within Playa Vista usable for structures and
26 improvements;
27
28

- 1 (2) limiting the density and intensity of
2 Development or the rate or phasing of
3 Development within Playa Vista; or
4 (3) significantly decreasing the amount of
5 Wetlands.

6 F. Processing fees and charges required by Local
7 Public Agencies under current or future Laws
8 covering the actual costs of a Local Public Agency
9 in:

- 10 (1) processing Applications, and
11 (2) monitoring compliance with any permits or
12 approvals granted or the performance of any
13 conditions imposed by the Local Public
14 Agency.

15 G. Discretionary authority and approvals vested in a
16 Local Public Agency which do not regulate, govern
17 or affect the land use designations, densities,
18 intensity, timing, sequencing, phasing or rate of
19 Development within Playa Vista, including building
20 permit review and plot plan review.

21 **8.0 Obligations of the Parties.**

22 8.1 [When ascertained, objectives within Marina del Rey and
23 the Marina Plan will be inserted, as appropriate.]

24 **8.2 Obligations of the Public Agencies.** The Parties
25 acknowledge that coordination of the processing of Applications
26 through the Public Agencies and Non-Party Agencies will be
27 complex, and that each Public Agency's actions with respect to
28 the Applications may be dependent on prior, concurrent or

1 subsequent actions of other Public Agencies and Non-Party
2 Agencies. Accordingly, to facilitate this complex process, the
3 Parties agree that the following will be the Obligations of the
4 Public Agencies:

- 5 A. Process Applications and review all documentation
6 related to the Applications in as timely a manner
7 as possible and use its good faith efforts to do so
8 within the time periods set forth in the
9 Application Schedule.
- 10 B. Timely notice and hold all public hearings required
11 for the review of the Applications consistent with
12 legal requirements and the Application Schedule.
- 13 C. Issue permits that may be granted by the Public
14 Agency at the earliest possible date consistent
15 with the legal authority of the Public Agency.
- 16 D. In processing the Applications, the Public Agency
17 will cooperate with all other Public Agencies and
18 Non-Party Agencies to advance review and processing
19 of the Applications in as timely a manner as
20 possible.
- 21 E. The City will support any Permitted Interim
22 Development consistent with the Revised Playa Vista
23 Plan by expeditiously processing MTP-PV's
24 application for approval of subdivision maps, plot
25 plans, and issuance of building permits pursuant to
26 Existing Development Approvals and intervening
27 Regulatory Approvals. [These sections will be
28 appropriately revised to reflect the City's

Obligations under any agreement reached by the City and MTP-PV regarding a procedure to meet the City's supplemental staffing needs for the processing of Applications for the Revised Playa Vista Plan]

F. The Coastal Commission will expeditiously process and exercise its discretionary authority to:

(1) review Applications for Regulatory Approvals necessary to modify or amend the City's LUP and local implementation programs to reflect the Revised Playa Vista Plan and Wetlands Restoration Plan and the County's LUP and local implementation programs with respect to redesignation of land uses in Areas A, B and C.

(2) review MTP-PV's Application for Coastal Development Permits for interim Ballona Wetlands restoration and interim Development of Infrastructure Improvements.

G. The County in as timely manner as possible will:

(1) submit to the appropriate Public Agencies and Non-Party Agencies all necessary applications and documentation for the approval of the [Marina Plan].

(2) support reallocation and redesignation of land uses in Areas A through D as set forth in the Revised Playa Vista Plan.

(3) cooperate with MTP-PV to find alternatives which would enable the deletion of the

1 proposed Falmouth Avenue extension across
2 the Wetlands, and

3 (4) support the Marina By-Pass Alternative.

4 H. To accommodate the Revised Playa Vista Plan, the
5 County and the City will exercise their cognizant
6 discretionary authority to support the expansion,
7 restoration and enhancement of the Ballona Wetlands
8 in accordance with the Wetlands Restoration Plan.

9 I. The City will cooperate with MTP-PV to find
10 alternatives which would enable the deletion of the
11 proposed extension of Falmouth Avenue across the
12 Wetlands and work with MTP-PV and the County in the
13 Development of the Marina By-Pass Alternative.

14 8.3 Obligations of MTP-PV. MTP-PV will timely undertake to:

15 A. Seek approval to develop Playa Vista only in
16 accordance with the Revised Playa Vista Plan.

17 B. Submit to the appropriate Public Agencies and
18 Non-Party Agencies in a timely manner the
19 Applications for Regulatory Approvals. [These
20 sections will be appropriately revised to reflect
21 MTP-PV's Obligations under any agreement reached by
22 the City and MTP-PV regarding a procedure to meet
23 the City's supplemental staffing needs for the
24 processing of Applications for the Revised Playa
25 Vista Plan]

26 C. Comply with reasonable governmental requirements
27 for the processing of such Applications and provide
28 such supporting data as may be customarily required

by such agency for the processing of such Applications.

D. Use its best efforts in good faith cooperation with representatives of Petitioners, the Controller and the Council Office to formulate in as timely a manner as possible the Wetlands Restoration Plan and the organizational structure of the Wetlands Foundation consistent with the Wetlands Guidelines and Policies.

E. Support the restoration of the Ballona Wetlands consistent with the Wetlands Guidelines and Policies.

F. Apply for Coastal Development Permits as required for interim Ballona Wetlands restoration and upon the formulation and approval of the Wetlands Restoration Plan commencement of its implementation.

G. Support the Marina By-Pass Alternative and the deletion of the proposed Falmouth Avenue extension across the Wetlands.

H. Pay for Petitioners' reasonable attorneys' fees in accordance with Section 34 below.

I. Pay for costs of the Referee in accordance with Section 25 below.

J. Use its "best faith efforts" to obtain the necessary Regulatory Approvals to develop and publicly finance the Recycling Facilities.

MTP-PV's "best faith efforts" will consist of

1 assigning adequate personnel who will expeditiously
2 file and diligently prosecute approval of necessary
3 Applications with the appropriate Public Agencies
4 and Non-Party Agencies to obtain approval of and
5 public financing for the Recycling Facilities. So
6 long as MTP-PV has used its "best faith efforts" to
7 obtain the necessary Regulatory Approvals for the
8 Recycling Facilities, MTP-PV's rights to Develop
9 portions or all of the Project shall not be impeded
10 by reason of its failure to obtain such Regulatory
11 Approvals. MTP-PV's obligation to use its "best
12 faith efforts" to obtain the Regulatory Approvals
13 for the Recycling Facilities shall terminate:

- 14 (1) when MTP-PV determines in its good faith
15 reasonable judgment that Development within
16 Playa Vista pursuant to the Revised Playa
17 Vista Plan will be delayed or impeded by
18 reason of the failure to obtain such
19 Regulatory Approvals, and
20 (2) alternate systems to the Recycling
21 Facilities, including on or off-site public
22 or private systems, are planned and
23 implemented in a manner that will not have
24 substantial adverse impacts on the Wetlands.

25 **8.4 Obligations of Petitioners.** Petitioners will timely
26 undertake to:

- 27 A. Use their best efforts in good faith cooperation
28 with representatives of MTP-PV, the Controller and

1 the Council Office expeditiously to formulate the
2 Wetlands Restoration Plan and the organizational
3 structure of the Wetlands Foundation consistent
4 with the Wetlands Guidelines and Policies.

5 B. Actively support the Revised Playa Vista Plan and
6 the Wetlands Restoration Plan, including, without
7 limitation:

8 (1) reallocation and redesignation of land uses
9 in Playa Vista consistent with the Revised
10 Playa Vista Plan;

11 (2) application for Section 404 permits and
12 other Regulatory Approvals for Development
13 of degraded and other wetlands and waters of
14 the United States located outside of the
15 Ballona Wetlands as permitted under the
16 Revised Playa Vista Plan;

17 (3) deletion of the proposed Falmouth Avenue
18 extension across the Wetlands; and

19 (4) Development of the Marina Plan and the
20 Marina By-Pass Alternative.

21 The obligation in Section 8.4(B) above is limited
22 to providing, at MTP-PV's request, a knowledgeable
23 representative of Petitioners to present written or
24 oral communication and testimony to Public Agencies
25 and Non-Party Agencies (including, without
26 limitation, testimony at public hearings) on behalf
27 of Petitioners. This Obligation shall terminate at
28 the earlier of either the termination of the

Judgment in accordance with this Stipulation or when the last Regulatory Approval in the Application Schedule has become final.

C. Refrain from opposing the Revised Playa Vista Plan or the approval process for it through the Public Agencies and Non-Party Agencies. This Obligation is limited to:

- (1) refraining from any communication with a Public Agency or Non-Party Agency (including, without limitation, testimony at public hearings) or with the print and broadcast media which opposes or attacks the Revised Playa Vista Plan, the Wetlands Restoration Plan or the approval process for the same or which would have the effect, directly or indirectly, of undermining the grant of one or more Regulatory Approval;
- (2) refraining from directly or indirectly supporting any third party efforts to oppose the Revised Playa Vista Plan, the Wetlands Restoration Plan or the approval process for the same.

So long as MTP-PV is not in breach of this Agreement, the Obligation in Section 8.4(C) above shall terminate after 7 years from the grant of the final Regulatory Approval. At all times however, Petitioners shall remain entitled to exercise their legal rights to comment, (in good faith and not with a purpose directly or indirectly in avoiding the

1 restrictions imposed on them by this Section 8.3,) upon the
2 Public Agencies' compliance with legal requirements related to
3 the approval process, including, without limitation, submitting
4 comments to draft EIRs.

5 **8.5 Obligations of Controller.** The Controller's only
6 Obligations under this stipulation will be to:

- 7 A. perform its obligations under the Purchase and
8 Exchange Agreement; and
9 B. designate a representative to work with
10 representatives of Petitioners, MTP-PV and the
11 Council Office to formulate a Wetlands Restoration
12 Plan and the organizational structure of the
13 Wetlands Foundation consistent with the Wetlands
14 Guidelines and Policies.

15 **9.0 Purchase and Exchange for Area C.** MTP-PV, and the
16 Controller will execute the Purchase and Exchange Agreement with
17 respect to the land purchase and/or exchange involving Area C and
18 Area B.

19 **10.0 Findings by the Court.** [This will probably be placed
20 into the Judgment only and the Stipulation will be revised
21 accordingly.] The Court has reviewed the pleadings, files and
22 relevant documents in this matter describing and providing for
23 the respective rights and responsibilities of the Parties hereto.
24 The Court hereby finds and determines that:

- 25 A. The settlement of this Action in the manner set
26 forth herein is in the best interests of the
27 Parties, the general public, and all other persons
28

1 and entities directly or indirectly affected by
2 this Action.

3 B. The successful implementation of this Stipulation
4 is essential to insuring that the best interests
5 and common objectives of the Parties and the
6 general public are protected and fulfilled.

7 C. An act or activity which constitutes a direct or
8 indirect interference with, impediment to, or delay
9 in the implementation of this Stipulation will be
10 contrary to the common objectives of the Parties
11 and shall include, without limitation, any of the
12 following:

13 (1) Any dispute, action, administrative
14 proceeding or litigation instituted by any
15 person or entity claiming, or alleging, that
16 such person or entity is aggrieved by reason
17 of this Stipulation; and

18 (2) Any claim, action, administrative proceeding
19 or litigation instituted by any person in,
20 or with, any administrative agency or court
21 other than this Court which will have the
22 effect, directly or indirectly, of impeding,
23 or delaying the full and prompt
24 implementation of this Stipulation.

25 D. This Court has jurisdiction to determine any matter
26 directly or indirectly relating to, arising out of,
27 or affecting implementation of this Stipulation.
28 This jurisdiction extends to any person or entity

1 instituting an action or proceeding that directly,
2 indirectly or collaterally attacks or affects the
3 successful implementation of this Stipulation.

4 E. This Stipulation shall not be construed to limit or
5 prejudice any statutory or legal rights and
6 remedies of third parties to challenge or in any
7 lawful manner assert those rights to attack this
8 Stipulation, or any action taken by any of the
9 Parties pursuant to this Stipulation, including,
10 without limitation, the processing of Applications.
11 However, to the full extent permitted by law, the
12 Court and the Referee will allow the joinder of any
13 third party actions with this Action, and
14 facilitate the continuing jurisdiction of this
15 Court over such third party actions.

16 **11.0 Court's Continuing Jurisdiction.** The Parties desire
17 to conclude in as timely a manner as possible any question or
18 issue that arises concerning the interpretation of this
19 Stipulation, or the approval and implementation of the Revised
20 Playa Vista Plan and Wetlands Restoration Plan. To that end, the
21 Parties request the Court to:

22 (1) retain continuing jurisdiction over this
23 matter through the term of this Stipulation
24 for the purpose of resolving disputes
25 concerning interpretation and implementation
26 of this Stipulation;

27 (2) appoint a Judge "for all purposes" to rule
28 on any matter raised. It is the intent of

1 the Parties subject only to the Court's
2 availability, to have the appeal of any
3 ruling of the Referee submitted to the Court
4 for prompt determination;

5 (3) provide in the Judgment that the appointed
6 Judge will overturn or modify a ruling of
7 the Referee only if he or she finds such
8 ruling is erroneous as a matter of law or is
9 unsupported by substantial evidence as that
10 standard of review is defined under Code of
11 Civil Procedure Section 1094.5 and
12 interpretive case law.

13 12.0 Referee. To expedite resolution of any issues or
14 disputes that may arise, the Parties desire to have a referee
15 appointed by the Court to serve as a facilitator for the Parties
16 in the implementation of this Stipulation.

17 12.1 Appointment of Referee. Accordingly, as a general
18 reference by agreement of the Parties, pursuant to Section 638 of
19 the California Code of Civil Procedure, the Parties hereby
20 request that the Court appoint [name] to serve as a Referee for
21 the Court to administer the implementation of and resolve any
22 disputes arising under this Stipulation. The Parties waive any
23 requirements that the Referee be a resident of Los Angeles
24 County.

25 12.2 Replacement of Referee. If the Referee is unable to
26 continue as the Referee at anytime during the term of this
27 Stipulation, the Parties shall attempt to reach unanimous
28 agreement upon a successor. If the Parties are unable to so

1 agree within 30 days from the date of the Court's notice of the
2 Referee's inability to continue, the Court will appoint a
3 successor Referee giving due consideration to the desires of the
4 Parties and the similarity of the background and experience of
5 the candidates to those of the previous Referee.

6 **12.3 Authority of Referee.** The Parties agree that the
7 rights, duties and authority of the Referee will be as follows:

8 A. To routinely obtain from each party as the Referee
9 may request copies of correspondence, documents,
10 plans, maps, Applications, notices, transcripts of
11 public hearings, public notices, EIRs, reports,
12 studies, and all other similar information and
13 material transmitted by or between one or more of
14 the Parties relating directly to the actions
15 contemplated in this Stipulation, subject to
16 privileges under the law, including, without
17 limitation, the attorney-client privilege.

18 B. To receive the following items prepared by
19 Petitioners, MTP-PV and the Local Public Agencies:

20 (1) a quarterly report stating that Party's
21 actions, if any, taken in connection with
22 this Stipulation during the preceding
23 quarter and anticipated to be taken in the
24 following quarter; and

25 (2) a notice informing the Referee of the
26 completion of each item listed in the
27 Application Schedule.
28

1 The Referee will have the right to expand or modify
2 the scope of the reports and notices required under
3 this Section 12.3(B) to better effectuate this
4 Stipulation, so long as it would not become unduly
5 burdensome on the Parties.

6 C. To order a Party that fails to discharge one or
7 more of its Obligations on a timely basis to do so
8 immediately upon penalty of contempt for the
9 disobedience of a lawful judgment pursuant to
10 California Code of Civil Procedure § 1209(a)(5).

11 D. Upon the request of one or more of the Parties [or
12 any third party having standing to do so,] to rule
13 upon the adequacy of procedures, notices and
14 documents relating to the processing of
15 Applications for Regulatory Approvals, including,
16 without limitation:

- 17 (1) a decision to require an EIR,
 - 18 (2) the scope of an EIR,
 - 19 (3) determination of the lead agency, (4)
20 circulation of a draft EIR,
 - 21 (5) the contents of an EIR,
 - 22 (6) the response to the comments to the draft
23 EIR,
 - 24 (7) determinations of mitigation measures and
25 findings of overriding considerations,
 - 26 (8) certifications of final EIR(s),
- 27
28

- 1 (9) notices for public hearings and comment,
2 (10) submittals for certification of local
3 coastal programs, and
4 (11) local land use plans and local
5 implementation plans and Coastal Development
6 Permits.

7 E. Upon the request of a Party [or a third party
8 having standing to do so], to rule on issues or
9 questions of fact or law arising from the
10 interpretation, administration, or implementation
11 of the provisions of this Stipulation.

12 F. Upon the request of the Petitioners or MTP-PV, to
13 rule on issues relating to the formulation and
14 completion of the Wetlands Restoration Plan and the
15 organizational structure of the Wetlands Trustees
16 and the management and operation of the Ballona
17 Wetlands consistent with the Wetlands Guidelines
18 and Policies.

19 G. Upon the request of a Party, to rule on issues
20 relating to the award and payment of attorneys'
21 fees and costs pursuant to this Stipulation.

22 H. [Upon the request of the Controller or MTP-PV, to
23 rule on issues raised with respect to the Purchase
24 and Exchange Agreement.]

25 I. To grant, upon a showing of "good cause" and
26 consistent with the Parties intent to adhere to the
27 Application Schedule, a request to accelerate or
28

1 extend the time for a Party to perform an act
2 required under this Stipulation.

3 J. Upon the request of one or more of the Parties, to
4 rule upon whether a Development Exaction to be
5 imposed on the Project is an Unpermitted
6 Development Exaction.

7 **12.4 Procedures for Referee.** The following will apply to
8 any matter submitted to the Referee:

- 9 A. The Referee will adhere to the rules of the Court
10 and the California Evidence Code concerning any
11 matter submitted before him/her.
- 12 B. The Referee will hear and issue a ruling on any
13 matter submitted to him/her by any Party or any
14 third party within 15 days from the submission of
15 the matter to the Referee. All rulings of the
16 Referee will be binding upon all of the Parties and
17 any third parties to whom the Court's continuing
18 jurisdiction may extend by operation of law or by
19 the consent of such third parties.
- 20 C. The Referee's ruling(s) affecting actions to be
21 undertaken by the Southern California Gas Company
22 will be subject to any approvals required by the
23 California Public Utilities Commission.
- 24 D. No ruling by the Referee shall have the effect of
25 interfering with the legislative and/or
26 quasi-judicial discretionary authority of the
27 Coastal Commission, except to the extent otherwise
28 vested in a Court of competent jurisdiction.

- 1 E. All proceedings before the Referee will be
2 transcribed by a court reporter unless waived by
3 all Parties.
- 4 F. No discovery will be permitted in any proceeding
5 before the Referee unless it is an action brought
6 by a third party otherwise having the right to
7 discovery, in which event all Parties to such
8 action will be entitled to discovery as permitted
9 by law.
- 10 G. Appeals of a ruling of the Referee will be
11 submitted solely to the Court retaining
12 jurisdiction of this Action.
- 13 H. If an appeal of a Referee's ruling is not filed
14 with the Court within ten days of notice of
15 issuance by the Referee, the ruling will be deemed
16 a final ruling of the Court.
- 17 I. Any ruling of the Referee will be without prejudice
18 to any third party to pursue remedies available at
19 law to review a decision of a Public Agency,
20 subject to this Court's continuing jurisdiction in
21 this Action and its authority to join third party
22 actions to this Action to the fullest extent
23 permitted under law.

24 **13.0 Permitted Delays.** Performance by any Party of its
25 responsibilities under this Stipulation and the satisfaction of
26 any Condition will be excused, and the time periods set forth in
27 the Application Schedule and the term of this Stipulation will be
28

1 extended only to the extent necessary upon notice by a Party to
2 all of the parties of the occurrence of:

3 A. Acts of God such as floods, earthquakes, or similar
4 catastrophes; or

5 B. The enactment of new laws or restrictions imposed
6 or mandated by Non-Party Agencies preventing this
7 Stipulation from being implemented; or

8 C. The entry by any court in which there is pending
9 litigation instituted by a third party of an order
10 which results in an enforceable injunction or other
11 order against any activity contemplated in this
12 Stipulation; or

13 D. The Referee's grant pursuant to § 12.3 I of an
14 extension of time to any Party for the performance
15 of an act required under this Stipulation.

16 **14.0 Subsequent Laws.**

17 **14.1 Suspension of Affected Provisions.** If any federal or
18 state Law (other than a law adopted by a Public Agency) made or
19 enacted after the Effective Date or an injunction or other order
20 is issued on behalf of any third party claim which prevents or
21 precludes compliance with one or more provisions of this
22 Stipulation, then the provisions of this Stipulation will, to the
23 extent feasible, be modified or suspended as may be necessary to
24 comply with such new Law or injunction.

25 **14.2 Parties to Meet and Confer.** Each of the Parties will
26 have the right to challenge any such new Law or injunction which
27 prevents compliance with the terms of this Stipulation and, if
28 such challenge is successful, this Stipulation will remain

unmodified and in full force and effect. Immediately after enactment or promulgation of any such new Law or issuance of any such injunction or other order, the Parties will meet and use their best efforts to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Stipulation.

14.3 Extension of Time. At the option of any of the Parties, the term of this Stipulation and the time periods set forth in the Application Schedule may be extended pursuant to this Section, but only to the extent and for the amount of time necessary because such new Law or injunction precludes compliance with the provisions of this Stipulation.

15.0 Processing During Third Party Litigation. The filing of third party lawsuits against a Party relating to this Stipulation or to other issues will not be a reason to delay or stop the processing of the Applications, Development of the Project, or the issuance of building and other permits, unless the third party obtains a court order preventing such activity. No Party hereto will stipulate to the issuance of any such court order. If any such court order issues, the term of this Stipulation and the dates set forth in the Application Schedule will be extended a number of days equal to the days of delay resulting from such court order.

16.0 Term of Stipulation. This Stipulation and the Judgment will terminate 15 years from the date hereof, unless terminated earlier or extended upon the written consent of the Parties.

1 17.0 Conditions. The Parties acknowledge that Petitioners,
2 MTP-PV, the City and the County have each entered into this
3 Stipulation for the purpose of achieving certain interests in the
4 Development of Playa Vista and Marina del Rey in the manner set
5 forth in the Revised Playa Vista Plan, the Wetlands Restoration
6 Plan and the Marina Plan. The Parties further acknowledge that
7 approval of and Development pursuant to these plans may not be
8 accomplished due to contingencies beyond their control.
9 Accordingly, the following shall constitute Conditions to the
10 validity of the Judgment:

11 A. The approval of the Revised Playa Vista Plan by the
12 Public Agencies and Non-Party Agencies within the
13 time set forth in the Application Schedule.

14 B. The formulation of a Wetlands Restoration Plan, the
15 organizational structure of the Wetlands Foundation
16 and the appointment of the Wetlands Trustees
17 consistent with the Wetlands Guidelines and
18 Policies.

19 C. Approval of the Wetlands Restoration Plan by the
20 Public Agencies and Non-Party Agencies within the
21 time set forth in the Application Schedule.

22 D. Imposition of less than the Permitted Development
23 Exactions.

24 E. Imposition of more than the Permitted Development
25 Exactions.

26 F. The establishment or creation of certain public
27 financing mechanisms to finance Infrastructure
28 Improvements including, without limitation,

formation of community facilities districts or other special assessment districts for financing the Development of the schools, public buildings, traffic improvements and public parks, recreational facilities or open space.

G. Performance of those certain obligations and fulfillment of those certain conditions under the Purchase and Exchange Agreement which provide MTP-PV its bargained-for consideration with respect to Area C pursuant to the Purchase and Exchange Agreement. [Arrangements between the State Lands Commission, the Controller and MTP-PV are currently being discussed and the matter will be resolved before finalization of this Stipulation.]

H. The absence of a final court order or judgment in any litigation (including as a result of any petition to this Court and/or the Referee) arising between the Parties, or brought by a third-party challenging the interpretation or validity of any matters within the scope of this Stipulation, which order or judgment frustrates the operation of this Stipulation, the approval of the Revised Playa Vista Plan, Development of the Project or the implementation of the Wetlands Restoration Plan.

I. The approval of the Marina Plan and the Marina By-Pass Alternative by each of the appropriate Public Agencies and Non-Party Agencies within the time set forth in the Application Schedule.

1 **18.0 Petitioners' Remedies.** Petitioners have the right to
2 vacate the Judgment upon the non-fulfillment of those certain
3 Conditions set forth in Sections 17(A) through 17(D), inclusive,
4 17(H) and 17(I) of this Stipulation. Petitioners right to vacate
5 the Judgment in accordance with this Section 18.0 shall expire
6 and be of no further effect at such time as:

7 **A.** The necessary approvals for the Wetlands
8 Restoration Plan have been obtained from the
9 appropriate Public Agencies; and

10 **B.** MTP-PV has established an irrevocable (only subject
11 to its right to revoke set forth in this Section
12 18.0) financing mechanism (which may include, at
13 MTP-PV's option, issuance of bonds, creation of
14 assessment districts or other public financing
15 mechanisms or the creation of an irrevocable trust
16 by MTP-PV) to fund the Wetlands Restoration Plan
17 consistent with the Wetlands Guidelines and
18 Policies.

19 Petitioners right to vacate the Judgment shall
20 continue beyond the events described above should MTP-PV seek
21 approval from a Public Agency or Non-Party Agency for any
22 Regulatory Approvals increasing the aggregate density and
23 intensity of Development within Playa Vista as set forth in the
24 Revised Playa Vista Plan in a manner that would adversely impact
25 the Wetlands.

26 **19.0 MTP-PV Remedies.**

27 **19.1 Vacate Judgment.** MTP-PV has the right to vacate the
28 Judgment upon the non-fulfillment of any of the Conditions set

1 forth in Section 17 of this Stipulation, except for Section
2 17(D), upon the earlier of:

3 A. Denial by a Public Agency or Non-Party Public
4 Agency of a Regulatory Approval set forth in the
5 Application Schedule; or

6 B. The existence of no reasonable probability that the
7 Condition(s) would become fulfilled in a timely
8 manner, unless MTP-PV elects to pursue the
9 fulfillment of the Condition(s) and diligently
10 prosecutes the same. MTP-PV's election to pursue
11 the fulfillment of a Condition, however, shall be
12 without prejudice to its right to subsequently
13 vacate the Judgment due to the non-fulfillment of
14 that or any other Condition thereafter.

15 MTP-PV's right to vacate the Judgment shall terminate
16 if all Parties have performed their Obligations and the final
17 Regulatory Approvals necessary to effectuate the Revised Playa
18 Vista Plan (as set forth in the Application Schedule) have been
19 granted.

20 **19.2 Remedies for Assured Rights.** If a Local Public Agency
21 fails to issue a permit, approval, order, or take other necessary
22 action to effectuate the Revised Playa Vista Plan pursuant to a
23 granted Regulatory Approval(s), MTP-PV will have the right to an
24 immediate entry of the Court's injunctive order directing such
25 Public Agency to do so. Notwithstanding the foregoing, this
26 Section 19.2 shall not be interpreted to preclude a Local Public
27 Agency's exercise of a subsequent discretionary action required
28 by law.

1 20.0 City's Remedies. The City has the right to vacate the
2 Judgment upon the non-fulfillment (for reasons beyond the City's
3 control) of the Conditions set forth in Sections 17(B), 17(C),
4 17(H), and 17(I) with respect to approval of the Wetlands
5 Restoration Plan.

6 21.0 County's Remedies. The County has the right to vacate
7 the Judgment upon the non-fulfillment (for reasons beyond the
8 County's control) of the Conditions set forth in Sections 17(A)
9 and 17(M).

10 22.0 Rights to Cure. No Party may seek to vacate or assert
11 any right based on a defect arising from the non-fulfillment of a
12 Condition or on the breach of this Stipulation by another Party,
13 unless the vacating Party has first delivered a written notice to
14 all of the other Parties specifying the nature of the defect. If
15 the defect is of such a nature that it may be cured, any Party
16 may within 30 days after service of such notice cure such defect
17 or if the defect cannot be cured within 30 days, any Party may
18 within such 30 day period commence and thereafter diligently
19 pursue the cure of such defect until completed. If a defect is
20 not cured within the time stated in this Section 22.0, the rights
21 to vacate or assert any right based on the defect may thereafter
22 be fully exercised. Non-fulfillment of the following Conditions
23 is deemed to be incurable, unless the Party or Parties having the
24 right to vacate or assert a right based on such non-fulfillment
25 either waive the fulfillment of such Condition(s) or consent to
26 its cure:

27 A. Denial of an Application; and
28

1 B. Imposition of more or less than the Permitted
2 Development Exactions

3 23.0 Effect of Remedies. Upon the exercise of a right to
4 vacate the Judgment by a Party, all Parties will be discharged
5 from their further respective rights and obligations under this
6 Stipulation, in which event the Parties will insofar as possible
7 be fully restored to their respective positions in this Action
8 without prejudice. If MTP-PV vacates this Judgment because of
9 the non-fulfillment of a Condition in accordance with this
10 Stipulation, MTP-PV shall be entitled to regain all of the funds
11 it has committed for the restoration of the Ballona Wetlands
12 (including any irrevocable funding for the Wetlands Restoration
13 Plan), except for the amount MTP-PV has committed or expended
14 toward interim Ballona Wetlands restoration and planning as set
15 forth in the Wetlands Guidelines and Policies. If a Party other
16 than MTP-PV vacates this Stipulation because of the
17 non-fulfillment of a Condition in accordance with this
18 Stipulation, all Regulatory Approvals granted shall survive the
19 vacation of this Stipulation.

20 24.0 General Releases. Each Party executing this
21 Stipulation hereby releases the other Parties in accordance with
22 the General Release attached hereto as Exhibit M.

23 25.0 Authorization. Each Party has expressly authorized
24 its attorney to execute this Stipulation on its behalf and bind
25 it and its respective heirs, executors, administrators, officers,
26 directors, shareholders, divisions, subsidiaries, agents,
27 employees, successors, assigns, principals, partners, joint
28

1 venturers, insurance carriers and any others who may claim
2 through it to this Stipulation.

3 **26.0 Additional Documents and Instruments.** Each Party
4 agrees to execute and deliver to the other Party, any and all
5 additional documents, instruments, and agreements required and to
6 take such additional actions as are required to implement this
7 Stipulation. Any Party may, at any time, and from time to time,
8 request a written statement from any other Parties certifying in
9 writing within 15 days that, to the knowledge of the certifying
10 Party:

11 A. This Stipulation and the Judgment is in full force
12 and effect and a binding obligation of the Parties;

13 B. This Stipulation and the Judgment have not been
14 amended, modified, terminated or vacated either
15 orally or in writing, and, if so amended,
16 identifying the amendments; and

17 C. the requesting Party is not in default in the
18 performance of its Obligations under this
19 Stipulation, or, if in default, to describe therein
20 the nature and amount of any such defaults.

21 **27.0 Cooperation of the Parties.** Each of the parties
22 agrees to cooperate with each and every other Party in doing all
23 acts contemplated or required under this Stipulation.

24 **28.0 Waiver; Remedies Cumulative.** Waivers of rights or
25 conditions under this Stipulation will be governed by the
26 following principles:

27 A. Failure by a Party to insist upon the strict
28 performance or object to the non-fulfillment of any

of the provisions or Conditions of this Stipulation by another Party, irrespective of the length of time for which such failure continues, will not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future.

B. No waiver by a Party of a default or breach of the other Party or the non-fulfillment of a Condition will be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such default, breach or non-fulfillment of a Condition.

C. No express waiver of any default, breach or non-fulfillment of a Condition shall affect any other default, breach or non-fulfillment of a Condition, or cover any other period of time, other than any default, breach or non-fulfillment of a Condition and/or period of time specified in such express waiver.

D. One or more written waivers of a default, breach or non-fulfillment of a Condition under any provision of this Stipulation shall not be deemed to be a waiver of any subsequent default, breach, or non-fulfillment of a Condition and the performance of the same or the non-fulfillment of another Condition or any other term or provision contained in this Stipulation.

1 E. All of the remedies permitted or available to a
2 Party under this Stipulation or at law or in
3 equity, shall be cumulative and alternative, and
4 invocation of any such right or remedy shall not
5 constitute a waiver or election of remedies with
6 respect to any other permitted or available right
7 or remedy.

8 **29.0 Transfers, Assignments and CC&Rs.**

9 **29.1 Right to Assign.** MTP-PV shall have the following
10 rights with respect to Playa Vista to be exercised within its
11 sole discretion:

12 A. MTP-PV may sell, assign or transfer all or portions
13 of its rights, duties and obligations under this
14 Stipulation and the Judgment to any person or
15 entity at any time during the term of this
16 Stipulation provided that such person or entity
17 agrees to perform all of MTP-PV's obligations and
18 duties thereunder; and

19 B. MTP-PV may cause to be established and recorded
20 covenants, conditions, restrictions and equitable
21 servitudes running with the land on all or a
22 portion of Playa Vista which will be enforceable by
23 MTP-PV or an association established by MTP-PV and
24 will govern, among other things, the uses of and
25 Development within the subject property. MTP-PV
26 agrees that during the term of this Stipulation any
27 such covenants, conditions, restrictions and
28 equitable servitudes will be consistent with the

1 Revised Playa Vista Plan and the terms of this
2 Stipulation.

3 **29.2 Release Upon Transfer.** Upon MTP-PV's delegation of
4 all its duties and obligations hereunder and the sale, transfer
5 or assignment of MTP-PV's rights and interests under this
6 Stipulation and the Judgment, MTP will be released from its
7 obligations under this Stipulation and the Judgment.

8 **30.0 Attorneys' Fees and Referees' Fees.**

9 **30.1 Costs of Settlement and Litigation.** Each Party is
10 responsible for its own costs, attorneys' fees, and any other
11 fees or expenses incurred in connection with the preparation,
12 execution and implementation of this Stipulation and the prior
13 litigation of this Action, except as set forth in Sections 30.0
14 through 30.4, inclusive.

15 **30.2 Petitioners' Fees.** The Petitioners are entitled to:

16 A. Receive the sum of \$ _____ as attorneys' fees
17 and costs incurred in this Action prior to the date
18 of this Stipulation, payable by MTP-PV in
19 accordance with the schedule of payments attached
20 hereto as Exhibit N;

21 B. Apply to the Referee for further reasonable
22 attorneys' fees and costs incurred in monitoring
23 the implementation of this Stipulation, and the
24 Referee may award further fees and costs against
25 MTP-PV if:

26 (1) the fees and costs arise from representation
27 of the Petitioners at hearings or meetings
28 before the appropriate Public Agencies in

1 connection with the approval process for the
2 Revised Playa Vista Plan and the Wetlands
3 Restoration Plan, and

4 (2) the fees and costs arise from appearances
5 before the Referee and the Court in
6 connection with this Stipulation and the
7 Judgment including, without limitation,
8 preparation and submission of the reports
9 and notices to the Referee pursuant to
10 Section 12.3(B) above;

11 (3) the fees and costs do not exceed an average
12 billing rate for an attorney's time of
13 \$_____ and for a paralegal's time of \$_____
14 in constant dollars as adjusted annually to
15 reflect changes in the Consumer Price Index
16 from the preceding year; and

17 (4) the fees and costs cover no more than the
18 minimum number of attorneys and paralegals
19 reasonably necessary to provide effective
20 representation.

21 **30.2 Payment to Prevailing Party.** If any Party brings an
22 action or proceeding (including, without limitation, any
23 cross-complaint, counterclaim, third-party claim or contested
24 matter before the Referee) against another Party by reason of
25 defaults or breach, or otherwise arising out of this Stipulation
26 or seeks the Referee's ruling on any contested matter, the
27 prevailing Party in such action or proceeding shall be entitled
28 to its costs and expenses of suit including, without limitation,

1 reasonable attorneys' fees and, in the case of MTP-PV, fees of
2 the Referee, with the following exceptions:

3 (1) Petitioners shall only be required to pay
4 the attorneys' fees (and Referee's fees) of
5 any of the other Parties if the Referee or
6 the Court determines that the Petitioners'
7 action was frivolous, undertaken in bad
8 faith or without basis for any reasonable
9 prospect of success;

10 (2) A Public Agency shall not be required to pay
11 the attorneys' fees (and Referee's fees) of
12 any other Public Agencies; and

13 (3) No attorneys' fees or costs shall be awarded
14 against the Coastal Commission unless
15 otherwise available by law.

16 **30.3 Payment of Referees' Fees.** MTP-PV shall pay the
17 Referee's reasonable fees and costs related to the Referees'
18 duties under this Stipulation.

19 **30.4 Scope of Fees.** Attorneys' fees under this Section
20 shall include reasonable attorneys' fees on any appeal, and in
21 addition, a Party entitled to attorneys' fees shall be entitled
22 to all other reasonable costs and expenses incurred in connection
23 with such action, including the Referees' fees and costs.

24 **31.0 Recordation of Stipulation.**

25 **31.1 MTP-PV to Record.** Upon the entry of the Judgment,
26 MTP-PV shall cause the recordation of this Stipulation and
27 Judgement in the official records of the Los Angeles County
28 Recorder's office.

1 31.2 To Run with the Land. This Stipulation and Judgement
2 shall run with the land, and be binding upon all successors,
3 heirs and assigns of the Parties. Upon the expiration or
4 termination of this Stipulation MTP-PV or its successors or
5 assigns may apply to the Referee to record a Notice of
6 Termination of this Stipulation in the official records of the
7 Los Angeles County Recorder's office.

8 31.3 Rights of Lienholders. Notwithstanding any other
9 provision of this Stipulation, no violation or amendment of this
10 Stipulation shall operate to defeat or render invalid the rights
11 of a beneficiary under any deed of trust secured by any or all
12 portions of Playa Vista.

13 32.0 Notices. An approval, disapproval, demand, document
14 or other notice or communication required or permitted
15 to be given under this stipulation shall be in writing, shall be
16 effective upon the earlier of 3 days after placement of the same
17 with the u.S. Postal service or other courier service or upon its
18 receipt by the receiving party, and may be served personally or
19 by registered or certified mail (return receipt requested,
20 postage prepaid), or be delivered by telegraph, telex,
21 telecopier, commercial delivery, or private courier service to
22 the parties at their respective addresses below.

23 To Petitioners:

25 Copies To:

26 Carlyle Hall, Esq.
27 Hall & Phillips
10951 West Pico Blvd., 3rd Fl.
28 Los Angeles, Ca 90064

Copies To: Josephine E. Powe, Esq.
Hedges, Powe & Caldwell
606 South Olive St., Ste. 1410
Los Angeles, Ca 90014

TO MTP-PV:

6 Copies To: David H. Vena, Esq.
Robert K. Break, Esq.
7 Daniel E. Corey, Esq.
Latham & Watkins
8 633 West Fifth Street
Suite 4000
9 Los Angeles, Ca 90071-2466

10 To the County of
Los Angeles: Dewitt W. Clinton
11 County Counsel
Charles F. Moore, Principal
12 Deputy County Counsel
648 Hall of Administration
13 500 W. Temple Street
Los Angeles, Ca 90012

14 Copies To: Darlene Fischer Phillips, Esq.
15 Dean E. Dennis, Esq.
16 Hill, Farrer & Burrill
445 S. Figueroa St., 34th Fl.
Los Angeles, Ca 90071

17 To the California
18 Coastal Commission
and the Controller

Copies To: John K. Van DeKamp, Esq.
N. Gregory Taylor, Esq.
Steven H. Kaufmann, Esq.
3580 Wilshire Blvd.
Los Angeles, CA 90010

22 To the City of
23 Los Angeles:

26 Copies To: Edward Dygert, Esq.
CITY OF LOS ANGELES
1700 City Hall East
27 200 North Main Street
Los Angeles, CA 90071

1 To Southern
2 California Gas Co.: _____
3 _____
4 _____

5 Copies To:

Randall R. Morrow, Esq.
SMITH, MORROW & PADLESCHAT
801 S. Grand Ave., Ste. 1000
Los Angeles, CA 90012

7 Notice of change of address shall be given by written
8 notice in the manner detailed in this section 36. Rejection or
9 other refusal to accept or the inability to deliver because of
10 changed address of which no notice was given shall be deemed to
11 constitute receipt of the notice.

12 33.0 Negation of Partnership. The Parties acknowledge that
13 the Project is a private development, that no Party is acting as
14 the agent of another Party in any respect hereunder, and that
15 each Party is an independent entity with respect to the terms and
16 provisions of this Stipulation. None of the terms or provisions
17 of this Stipulation shall be deemed to create a partnership
18 between or among the Parties, nor shall it cause them to be
19 considered joint venturers or members of any joint enterprise.

20 34.0 No Third Party Beneficiary. This Stipulation is not
21 intended, nor shall it be construed, to create any third party
22 beneficiary rights in any person who is not a Party, unless
23 expressly otherwise provided.

24 35.0 Severability. If any provision of this Stipulation is
25 held to be invalid, void, or unenforceable, the remaining
26 provisions shall nevertheless remain in full force and effect and
27 shall not be affected, impaired, or invalidated.
28

1 **36.0 Exhibits.** This Stipulation includes the following
2 Exhibits which are attached hereto and made a part hereof:

3 Exhibit "A" Application Schedule
4 Exhibits "B" Depiction of Areas A, B, C & D
5 Exhibits "B-1" Depiction of Ballona Wetlands
6 Exhibits "B-2" Depiction of Eight-Acre Parcel
7 Exhibits "B-3" [Depiction of Marina del Rey]
8 Exhibits "C" Description of Areas A, B, C & D
9 Exhibits "C-1" Description of Eight-Acre Parcel
10 Exhibit "D" Revised Playa Vista Plan
11 Exhibit "E" Infrastructure
12 Improvements-(Regional Circulation,
13 and Proposed Ecological
14 Infrastructure)
15 Exhibit "F" [Marina Plan] [Marina By-pass
16 alternative]
17 Exhibit "G" Nexus Test
18 Exhibit "H" Permitted Development Exactions
19 Exhibit "I" Purchase and Exchange Agreement
20 Exhibit "J" Wetlands Guidelines and Policies
21 Exhibit "K" Interim Development
22 Exhibit "L" Uses and Restrictions on Eight-Acre
23 Parcel
24 Exhibit "M" General Releases
25 Exhibit "N" Schedule of Attorneys' Fees Payments

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27
28 All defined terms herein shall have the same meanings in the
above exhibits unless otherwise provided therein.

FRIENDS OF BALLONA WETLANDS,
LEAGUE FOR COASTAL PROTECTION,
LEAGUE OF WOMEN VOTERS OF
CALIFORNIA and MARY THOMSON:

Dated: April __, 1990

By _____
Josephine E. Powe
HEDGES, POWE & CALDWELL
A professional corporation
Attorneys for Petitioners

Dated: April __, 1990

By _____
Carlyle Hall
HALL & PHILLIPS
Attorneys for Petitioners

STATE OF CALIFORNIA RESPONDING
PARTIES:

Dated: April __, 1990

By _____
Steven H. Kaufmann
Deputy Attorney General
Attorneys for Respondents

COUNTY OF LOS ANGELES:

Dated: April __, 1990

By _____
Darlene Fischer Phillips
HILL, FARRER, & BURRILL
Attorneys for Real Parties in
Interest the County of Los
Angeles and the Board of
Supervisors of the County of
Los Angeles

CITY OF LOS ANGELES:

Dated: April __, 1990

By _____
Edward Dygert
Assistant City Attorney
Attorneys for Real Party in
Interest the City of Los
Angeles

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SOUTHERN CALIFORNIA GAS
COMPANY:

Dated: April ___, 1990

By _____
Randall R. Morrow
SMITH, MORROW AND PADLESCHAT
Attorneys for Real Party in
Interest Southern California
Gas Company

MAGUIRE THOMAS PARTNERS-
PLAYA VISTA, a California
limited partnership:

Dated: April ___, 1990

By _____
Daniel E. Corey
LATHAM & WATKINS
Attorneys for Real Party in
Interest Maguire Thomas
Partners-Playa Vista

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EXHIBIT A

Application Schedule

[The Application Schedule will set forth (i) each item of the land use entitlements which must be processed by each of the Public Agencies; (ii) a timetable for the processing of each item; and (iii) required submittals by MTP-PV and others for each item.]

EXHIBIT B-1

Depiction of Ballona Wetlands

[To be provided]

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EXHIBIT B-2

Depiction of Eight-Acre Parcel

[To be provided]

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EXHIBIT B-3

Depiction of Marina del Rey

[To be provided by County]

EXHIBIT C

Legal Descriptions

[This exhibit will have the legal descriptions for
Areas A through D.]

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EXHIBIT C-1

Description of Eight-Acre Parcel

[To be provided]

EXHIBIT C

Uses and Restrictions on Eight-Acre Parcel

The Eight-Acre Parcel will be divided into two four-acre parcels with four acres (the "Wetlands Related Area") to be reserved for Ballona Wetlands related activities and ancillary related structures such as viewing platforms, nurseries for cultivation of native plants and other uses consistent with and complimentary to the Wetlands, while the remaining four acres (the "Parking Area") will be used solely for landscaped surface parking to serve businesses and multi-family residential buildings on Culver Boulevard. A 15 foot wide strip along the Southerly border of the Eight-Acre Parcel may be used for relocation of the existing alleyway and/or relocation of buildings presently located on Culver Boulevard if required in order to accommodate mitigation measures imposed by Public Agencies or Non-Party Agencies.

The Parking Area will be landscaped in a manner minimizing impacts to the Ballona Wetlands from lighting. The lighting within the Parking Area will be as close to the ground as feasible, will be designed to avoid shining into the Ballona Wetlands and will not have unscreened lamps.

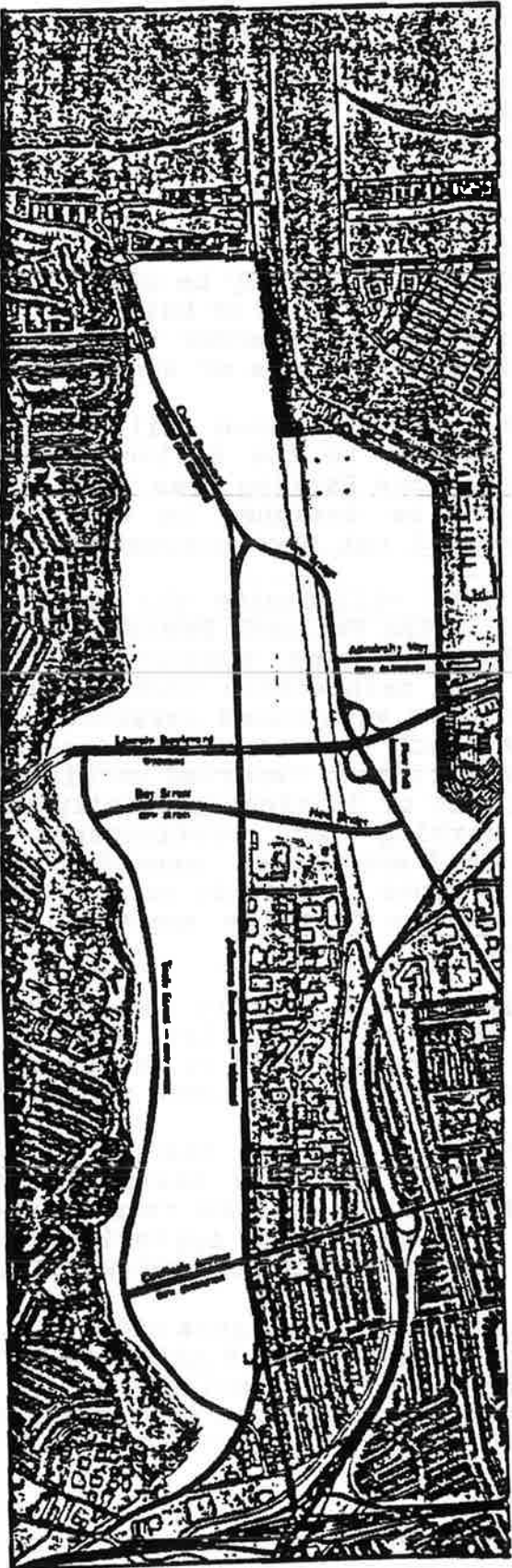
MTP-PV will design the Parking Area to accommodate any requirements in the Wetlands Restoration Plan for a point of access to the Ballona Wetlands through the Parking Area for wetlands restoration and maintenance work. Such point of access will be available only to authorized personnel working within the Ballona Wetlands. At such time as MTP-PV constructs the Parking Area, it will designate fifteen reserved parking spaces within the Parking Area adjacent to or in close proximity to such point of access for vehicular parking by participants in and visitors to Wetlands-related activities provided, however, that MTP-PV shall have no obligations to enforce such reserved right and, therefore, does not guarantee that the spaces will always be available for such purpose.

MTP-PV will install and maintain lighting, fencing and such other reasonable security measures recommended by the Los Angeles Police Department as it believes to be reasonably necessary to protect the Parking Area from vandalism and crime.

At such time as the berm to be located within the Eight-Acre Parcel has been designed, the Parking Area and the Wetlands-Related Area will be reconfigured to reduce the size of the Parking Area by an area approximately equal to $\frac{1}{4}$ of the total area within the Eight-Acre Parcel which is occupied by the berm.

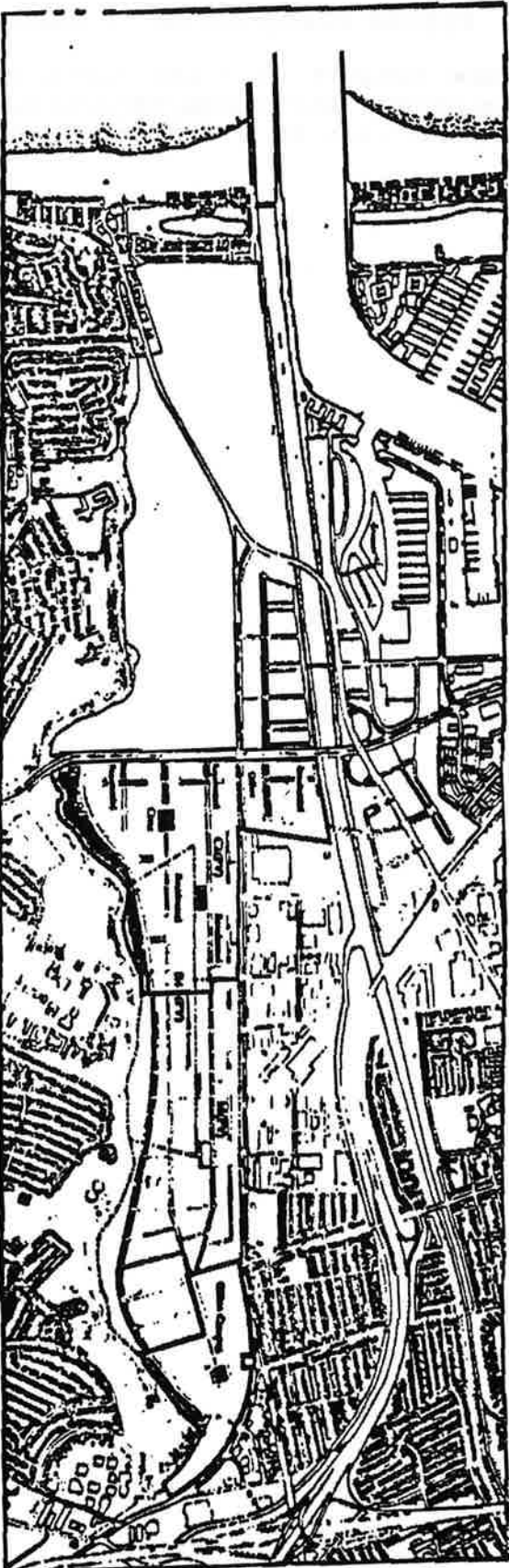
Covenants, conditions and restrictions ("CC&R's") running with the land covering the Eight-Acre Parcel to effect these uses and restrictions will be included in the Final Stipulation. The CC&R's will be recorded upon final approval of the Revised Playa Vista Plan.

Exhibit E



Infrastructure Improvements

Exhibit F



Area D - West End
 Residential 3,246 dwelling units
 Office 400,000 square feet
 Retail 50,000 square feet

Area D - East End
 Office 850,000 square feet
 Retail 300,000 square feet

Existing Zoning: C2(PV), R4(PV), M(PV) as shown

PLAYA VISTA - Interim Development

EXHIBIT F

Marina Plan/Marina By-Pass Alternative

[This exhibit will set forth the County's Land Use Plan or other development standards/objectives which the County and the Parties agree will be a Condition to the Stipulation.]

1 EXHIBIT G

2 Nexus Test

3 The Parties acknowledge and agree that California
4 Government Code Sections 66000 et. seq. set forth certain
5 procedures for and limitations upon the imposition of exactions
6 and conditions of approval for the development of property in
7 recognition of constitutional and decisional law holding both
8 individually and in the aggregate that there must exist a
9 reasonable relationship or "nexus" between the imposition of the
10 exaction or condition and the public interest being promoted by
11 such imposition. The Parties further acknowledge and agree that
12 the imposition of Development Exactions in the approval of the
13 Revised Playa Vista Plan and MTP-PV's Development of Playa Vista
14 by a Local Public Agency shall at all times adhere to these
15 statutory and constitutional mandates. Therefore, the Parties
16 agree that no Development Exaction shall be imposed in the
17 processing of Regulatory Approvals for the Revised Playa Vista
18 Plan by a Local Public Agency unless the Development Exaction has
19 met the requirements of the provisions of California Government
20 Code Sections 66000 et. seq. and the constitutional mandates,
21 set forth as follows:

22 Any Local Public Agency which establishes, increases
23 or imposes a Development Exaction as a condition of approval of
24 the Revised Playa Vista Plan will perform, as a "nexus test," all
25 of the following:

- 26 (1) Identify the purpose of the Development Exaction.
- 27 (2) Identify the use to which the Development Exaction
28 is to be put (e.g., public facilities must be
identified.)
- (3) Determine how there is a reasonable relationship
between the Development Exaction's use and the
Development within Playa Vista on which the
Development Exaction is imposed.
- (4) Determine how there is a reasonable relationship
between the need for the Development Exaction and
Development within Playa Vista on which the
Development Exaction is imposed.
- (5) If the Development Exaction is a fee, determine
whether there is a "reasonable relationship"
between the specific amount of the fee imposed as a
condition of approval to Development within Playa
Vista and the cost of the public facility or
portion of the public facility attributable to such
Development.
- (6) The Development Exaction, when taken together with
all Development Exactions that have been imposed on

1 the Project, would not result in total Development
2 Exactions for the Project which do not have a
3 reasonable relationship to the aggregate net
adverse impacts of the Project.

4 If the Local Public Agency imposes a fee as a condition
of Development within Playa Vista after meeting the Nexus Test,
5 the Local Public Agency will deposit, invest, account for, and
6 expend such fees collected; make findings once each fiscal year
regarding any portion of the fee remaining unexpended or
uncommitted; and refund fees unexpended or uncommitted after five
7 years of receipt of the fees, all pursuant to California
Government Code §§ 66001 through 66006, inclusive. Also, MTP-PV
8 shall have the right to request an audit to determine whether any
fee or charge levied by the Local Public Agency exceeds the
9 amount reasonably necessary to cover the cost of the service or
product for which the fee was imposed.

10 Notwithstanding the above, nothing contained herein
11 shall be construed to limit in any manner the application of the
provisions of California Government Code Sections 66000 et. seq.
12 and applicable constitutional and decisional laws.

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This exhibit will set forth the Mitigation Measures and Development Exactions that are contemplated to be imposed by Public Agencies and Non-Party Agencies to address any adverse environmental impacts of development, and which are acceptable to MTP-PV (and the County insofar as they affect Marina del Rey). This may include traffic improvements, architectural design features, land use configurations, ecological measures taken in connection with protection of the Wetlands, geological and anthropological mitigations, etc.

[This exhibit will also address the application to Playa Vista of the draft City ordinance revising the Coastal Transportation Specific Plan in light of the Infrastructure Improvements and other public benefits of the Project, after a full discussion and resolution among the Parties and Council Office.]

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EXHIBIT I

Purchase and Exchange Agreement

[To be provided]

EXHIBIT J

Wetlands Guidelines and Policies

[This exhibit will set forth and define the parameters of the restoration and management of the Wetlands. It will serve as a charter of the intentions of the Parties with respect to the specific details that must be finalized in the Wetlands Restoration Plan, sufficient in detail to provide the Parties and the Referee a clear understanding of the intentions of the Parties as to what the Wetlands Restoration Plan will look like, including the parameters for the ecological and design features for maintenance of the Wetlands; the selection, powers and role of the Wetlands Trustees and the rules governing the Wetlands Trustees in the management and operation of the Wetlands; a plan to manage the Ballona Wetlands and costs associated with such management; and location and use of an interpretive center. To the extent such details are unavailable, the exhibit will establish a mechanism and parameters for orderly completion of the same.]

1 EXHIBIT L

2 Uses and Restrictions on Eight-Acre Parcel

3
4 The Eight-Acre Parcel Land will be divided into two
5 four-acre parcels with four acres to be reserved for Ballona
6 Wetlands related activities (the "Wetlands Related Area") and
7 ancillary related structures such as viewing platforms, nurseries
8 for cultivation of native plants and other uses consistent with
9 and complimentary to the Wetlands, while the remaining four acres
10 will be used solely for landscaped surface parking (the "Parking
11 Area") to serve businesses and multi-family residential buildings
12 on Culver Boulevard. A ___ foot wide strip along the Southerly
13 border of the Eight-Acre Parcel may be used for relocation of the
14 existing alleyway and/or relocation of buildings presently
15 located on Culver Boulevard. The configuration of the Eight-Acre
16 Parcel is depicted in Schedule 1 attached hereto.

17
18 The Parking Area will be landscaped in a manner
19 minimizing impacts to the Ballona Wetlands from lighting. The
20 lighting within the Parking Area will be as close to the ground
21 as feasible, will be designed to avoid shining into the Ballona
22 Wetlands and will not have unscreened lamps.

23
24 At such time as MTP-PV constructs the Parking Area, it
25 will designate fifteen reserved parking spaces within the Parking
26 Area closest to the Ballona Wetlands for vehicular parking by
27 participants in and visitors to Wetlands-related activities
28 provided, however, that MTP-PV shall have no obligations to
enforce such reserved right and, therefore, does not guarantee
that the spaces will always be available for such purpose.
MTP-PV will install and maintain such lighting, fencing and other
reasonable security measures recommended by the Los Angeles
Police Department as it believes to be reasonably necessary to
protect the Parking Area from vandalism and crime.

At such time as the berm to be located within the
Eight-Acre Parcel has been designed, the Parking Area and the
Wetlands-Related Area will be reconfigured to reduce the size of
the Parking Area by an area approximately equal to $\frac{1}{4}$ of the total
area within the Eight-Acre Parcel which is occupied by the berm.

[CC&R language to be provided]

1 EXHIBIT M

2 General Releases

3 [This Exhibit will have further detailed as
4 appropriate]

5 Subject to the reservation that all conditions to the
6 Stipulation for Judgment entered into by the Parties to that
7 certain action entitled The Friends of Ballona Wetlands v.
8 California Coastal Commission, et al. in Los Angeles Superior
9 Court, Case No. C525-926, and the conditions of the Judgment
10 entered by the Court pursuant thereto, have been fulfilled, the
11 undersigned, for itself, and for its respective heirs, executors,
12 administrators, officers, directors, shareholders, divisions,
13 subsidiaries, agents, employees, successors, assigns, principals,
14 partners, joint venturers, insurance carriers and for any others
15 who may claim through it, will forever discharge and release the
16 other Parties and their heirs, executors, administrators,
17 officers, directors, shareholders, divisions, subsidiaries,
18 agents, employees, successors, assigns, principals, partners,
19 joint venturers and attorneys of and from all manner of action,
20 suit, lien, damage, claim or demand of whatsoever nature, kind or
21 description, whether known or unknown, suspected or unsuspected,
22 which any Party ever had, now has or hereinafter can, will or may
23 have against the other, arising out of any manner or thing or in
24 any way connected with, directly or indirectly, the matters set
25 forth in this Action.

26 Waiver of Civil Code Section 1542

27 The Parties to this Stipulation expressly, knowingly
28 and voluntarily waive all rights under Section 1542 of the Civil
Code of California which provides as follows:

"A general release does not extend to claims which the
creditor does not know or suspect to exist in his favor
at the time of executing of the release, which if known
by him must have materially affected his settlement
with the debtor."

24 _____
(Signature of Party)

EXHIBIT N

Schedule of Attorneys' Fees Payments

[This exhibit will set forth a schedule for the payment of petitioners' attorneys' fees and costs arising prior to the stipulation.]

BALLONA WETLANDS - WHAT WAS THE TIMELINE & IMPETUS FOR BULLDOZE AND BERM?

1959

Poland Report on Wetlands <https://pubs.usgs.gov/wsp/1461/report.pdf>

Geology, Hydrology, and Chemical Character of Ground Waters in the Torrance-Santa Monica Area, California
By J. F. POLAND, A. A. GARRETT, and ALLEN SINNOTT GEOLOGICAL SURVEY WATER-SUPPLY PAPER 1461
Prepared in cooperation with the Los Angeles County Flood Control District, in collaboration with the cities of Ingle-wood, Redondo Beach, Manhattan Beach, El Segundo, Hawthorne, Culver City, Gardena, Hermosa Beach, and Palos Verdes Estates, and with the West Basin Water Association
UNITED STATES GOVERNMENT PRINTING OFFICE, WASHINGTON : 1959

1988-89

Most people did not understand that West Coast Wetlands are predominantly Fresh Water Seasonal Wetlands while most East Coast Wetlands are Full Tidal Wetlands (Embayment).

1989-90


Patricia McPherson led the creation of the Sierra Club Angeles Chapter's "Clean Coastal Waters Task Force" and chaired the Sierra Club Wetlands 90. This event generated over 10,000 participants.

1989-91

Few people knew that the Ballona Wetlands have been Fresh Water Seasonal Wetlands For 4,000 years.
Even Peter Douglas Founding Executive Director of the California Coastal Commission, in a May 23, 1991 letter was said to be "in full support of a full tidal salt marsh at Ballona. (Opening Ballona to full tidal ocean access, *embayment*)"

1989-91

Settlement of Litigation Agreement between Friends of Ballona, etal (FOB) and the California Coastal Commission (CCC) Case No. C525-826 challenging the CCC approval and certification of the County of Los Angeles' Marina del Rey / Ballona Land Use Plan. (February 14, 1989, Maguire Thomas Partners-Playa Vista (MTP-PV) became a real party of interests in the Action.
Other interested parties were League for Coastal Protection, League of Women Voters of California and Mary Thomson, State Lands Commission, CD6 now CD11.


OTHER EXCERPTS: 7.1.Petitioners Obligations. ... A.(1) (a)The Wetlands Restoration Plan, including without limitation: (a) Application for Section 404 permits and other Regulatory Approvals for Development of degraded and other wetlands and waters of the United States located within Playa Vista as permitted in the Revised Playa Vista Plan; and ... B. The Petitioners as organizations shall refrain from: 1. Communicating written and oral statements with a Public Agency or Non-Party Agency...which would have the effect of undermining the grant of any regulatory approval; ...EXHIBIT B, PAGE 2, ITEM2(a) ... MTP-PV shall be obligated to expend \$10,000,000 as set forth below, on the restoration of Ballona Wetlands ... Also see EXHIBIT B, PAGE 3, ITEM (c) (1) (2) ... (d)

RECOMMENDED READING: ENTIRE Settlement of Litigation Agreements April 1990 and November 1990. The formation of the Ballona Wetlands Foundation by McGuire Thomas and Partners (Playa Vista) was initiated to manage the proposed Riparian Corridor below Loyola Marymount College and Fresh Water Marsh as a part of Playa Vista's Flood Control Mitigation.

1991

A 404 Permit Application was filed in June 1991 for a Freshwater Wetland System - 27-Acre Freshwater Marsh and a 25-Acre Riparian Corridor. This was prior to any Environmental Impact Report

1992

A CCC Coastal Development Permit Amendment Application No. 5-91-463-A2 DESCRIPTION OF PROJECT PREVIOUSLY APPROVED: 1) develop a 26.1 acre freshwater marsh restoration project; Exhibit 2) ...proposed riparian corridor 2) 3) ...adopt a recent delineation of wetland habitat in Area A... filed March 26, 1992.

1993

U.S. Army Corps of Engineers Permit No. 90-426-EV under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344) issued to Maguire Thomas Partners. See SPECIAL CONDITIONS.

- 1998 Transfer of approximately 60 acres of land by Playa Capital Company, LLC, the current owner of Playa Vista to State Lands Commission near the intersection of Jefferson and Lincoln Boulevards for preservation, management and maintenance of the parcel as freshwater wetlands.
- 2000 Ballona Wetlands Conservancy Articles of Incorporation November 27, 2000. Ballona Wetlands Conservancy BYLAWS December 4, 2000. Directors are Playa Capital, The Friends, The Secretary of Resources of the State of California, The Council District Office of the City of Los Angeles representing the district in which the Ballona Wetlands are located.
- 2003-04 Playa Capital, LLC (Playa Vista) sold 640 Acres of Ballona Wetlands to the public at the cost of \$140 million dollars. Acquisition & proposed restoration was to be funded in part with PROP 12 dollars
- 2003-04 Playa Vista installed two illegal drains in the Ballona Wetlands, one on the south side of Culver Boulevard and one on the north.
- 2004 Easement Deed (Freshwater Marsh) transfers Playa Capital Company, LLC interest to Ballona Wetlands Conservancy along with Coastal Development Permit issued by City of Los Angeles, the CCC (Permit No. 5-91-463), the U.S. Army Corps of Engineers (Permit No. 90-426-EV). See attachments A and B for legal description.
- 2008 Request to Extend Lake or Streambed Alteration Agreement by Playa Capital Company, LLC to State of California Department of Fish and Game.
- 2011-12 USC Travis Longcore, Ph.D., along with others at USC and Cal-State Northridge studied the Ballona Wetlands, Bolsa Chica Wetlands and California Coastal Wetlands in general. They studied the various stages of dynamic, natural opening and closing of the Ballona Wetlands and have identified Ballona's Fresh Water Seasonal Wetlands.
- Visit Dr. Travis Longcore's 2012 Presentation: Implications of Ballona Wetlands Restoration - 1 hour. <https://youtu.be/1vllaZaVhQY>
- Quotes from this YouTube "If you want to go back to full tidal, you need to go back 4,000 years." (See 26:23 minutes). "Bolsa Chica" costs \$3.5 million every year or two to keep it open (full tidal) since it was artificially created in 2007 (See 39:30 minutes). "Artificially jettying a wetland open to the ocean is not restoration." Travis Longcore (See 49:26 minutes).
- Read *Historical Ecology of the Ballona Creek Watershed*. (Dark, S., E.D. Bram, J. Osuna, J. Monteferrante, T. Longcore, R. Grossinger, and E. Beller. 2011. California Coastal Water Research Project Technical Publication No. 671. 75 pp.) http://www.urbanwildlands.org/Resources/TR_671_Ballona%20Historical%20Ecology.pdf
- 2016 Settlement Agreement: Grassroots Coalition v. California Department of Fish and Wildlife et al. regarding lack of enforcement of CCC requests on June 12, 2013, April 11, 2014 and July 16, 2015 for removal of two Illegal Storm Drains installed by Playa Vista between 1996 and 2001. A Coastal Development Permit was obtained from the City of Los Angeles. No Coastal Development Permit was applied for or received from the CCC. This is a Dual Jurisdictional Area. Therefore, Playa Vista must apply to the CCC.
- 2016 Dissolution of Ballona Wetlands Foundation Entity No. 2039590 created in 2000. Meeting of the Board of Directors called to order December 21, 2016. Participants, Friends of Ballona Wetlands: Catherine Tyrrell, City of Los Angeles Council District 11; Debbie Dynner Harris, Playa Capital Company, LLC; Marc Huffman, Absent, Controller of the State of California; Cindy Aronberg.
- 2016 California Department of Fish and Wildlife issued a Playa Vista Notice of Violation to their Streambed Agreement over an Illegal Roadway Creation, and Demolishing Wetland Habitat used by know endangered species (in the Fresh Water Marsh and Flood Control System.) ?
- 2017 Vector Control informed the Ballona Wetlands Conservancy of Violation of Mosquito Abatement.
- 2017 No update has been done on the status of Oilfield Gases in the Ballona Wetlands.



1990
Settlement
Agreement
etc.

Environmental Integrity & Public Policy

<http://saveballona.org/water/playa-del-rey-town-hall-get-fossil-fuels-saturday-june-17-2017-10-am-12-pm.html>

Since the early 1990's Patricia McPherson of Grassroots Coalition (GC) has been involved in assuring the disclosure of health and safety information related to the Playa del Rey / SoCalGas / Sempra Energy. This is a limited list of GC involvement to assist you in understanding the dangers at the PDR Underground Gas Storage Field.

Settlement Agreement May 11, 2000, Decision 07-12-035 December 20, 2007 Case before Public Utilities Commission of the State of California: Grassroots Coalition et al (GC) vs Southern California Gas Company (SoCalGas) Re: Litigation status of the Playa Del Rey (PDR) natural gas storage operations. CPUC found in favor of GC et al.

NOTE: SCROLL DOWN TO PAGE 15, SEE APPENDIX A, PAGES 1 THROUGH 6 FOR SPECIFIC TERMS OF SETTLEMENT AGREEMENT.

Santa Monica Observer newspaper May 22, 2017 article titled: Playa Del Rey Gas Storage Facility Called "An Accident Waiting to Happen"

OTHER GRASSROOTS COALITION DOCUMENTS:

URS CORPORATION SOIL VAPOR SAMPLING LOCATIONS AND CONCENTRATIONS SoCalGas Company, Playa del Rey, CA Storage Facility - August 2009 pdr soil vapor sampling.pdf

Exploration Technologies - Victor Jones - Re: Comments on Soil Gas Investigation Conducted by SoCalGas about Grassroots Coalition Settlement Agreement Dated December 20, 2007 C8 pages Doc.pdf

CPUC SOCALGAS BRIEF of Protestants to the Sale of the Lots 3.16.2001 20 pages EPSON001_0.pdf

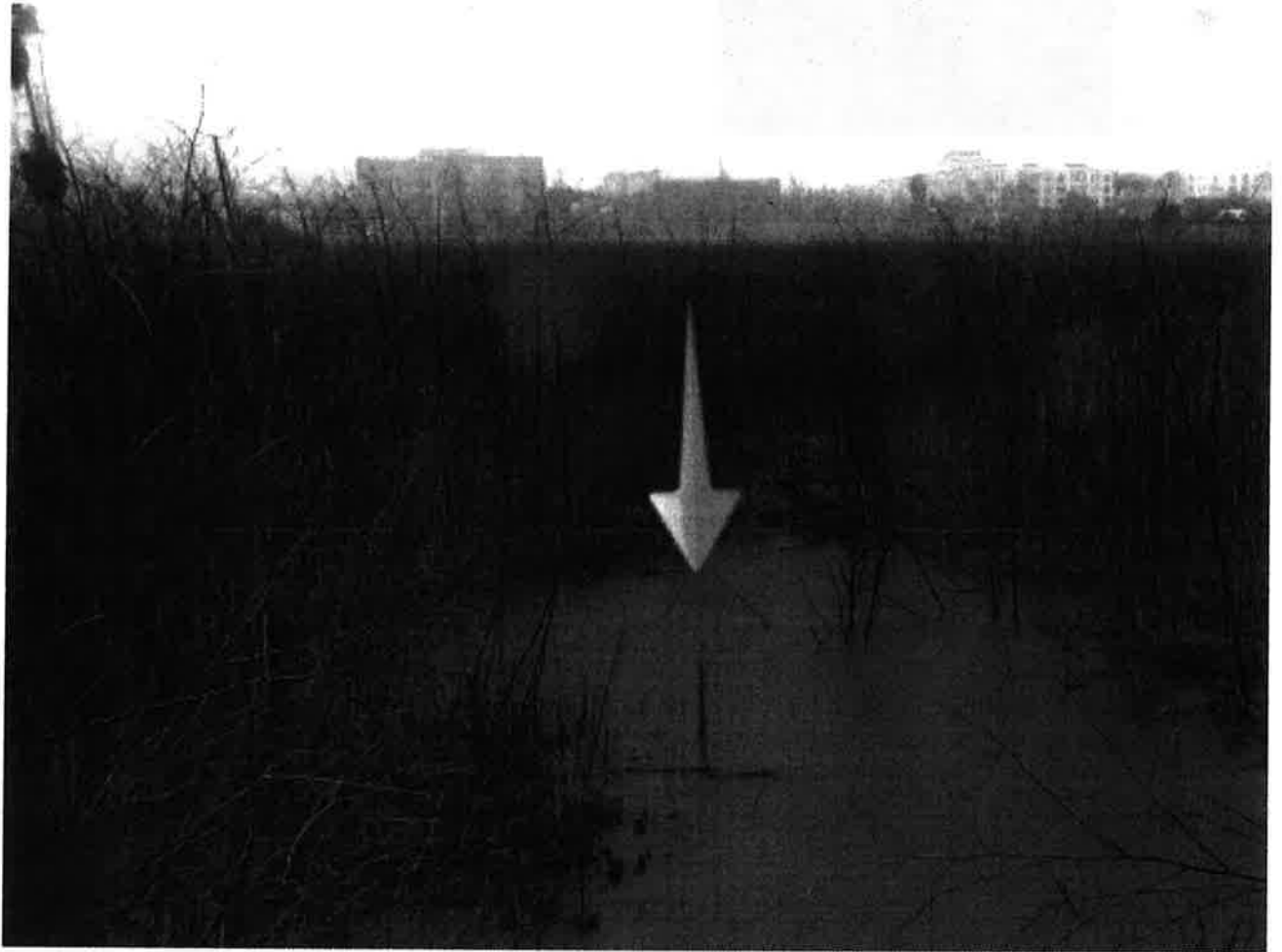
NATURAL GAS MIGRATION HAZARDS Associated with Underground Gas Storage Facilities Presented by Bernard L. Endres, Ph.D. and John O. Robertson Jr., Ph.D. February 5, 1993 EPSON001.pdf

SOCALGAS BRIEF of Protestants to the Sale of the Lots 3.16.2001 20 pages EPSON001.pdf Playa del Rey Monitoring Program by Rick Lorio, Associate Petroleum Engineer Underground Storage SoCalGas Co. April 24, 1985 32 pages.pdf

Playa del Rey Monitoring Program by Rick Lorio, Associate Petroleum Engineer Underground Storage SoCalGas Co. April 24, 1985 32 pages 1.pdf

Roberti Bill SB1458 1985 10 pages.pdf

**Grassroots Coalition Prevails in Settlement Agreement,
Supporting the California Coastal Commission's Findings That
Playa Capital's Unpermitted Water Drainage Devices Are
Destructive to Ballona Wetlands Ecological Reserve in Los
Angeles**



1-22-17 South Wetland Drain - Rains Submerge Illegal Playa Vista Drain. Approximately 1 foot tall, from soil to grill-peak. Multiple rain events submerged the drains. (Photo: Business Wire)



- (link is external)



Grassroots Coalition Prevails In Settlement Agreement, Supporting the California Coastal Commission's Findings That Playa Capital's Unpermitted Water Drainage Devices Are Destructive to Ballona Wetlands Ecological Reserve in Los Angeles

The California Department of Fish & Wildlife and Playa Capital LLC have agreed to stop draining freshwaters from Ballona Wetlands via the unpermitted drains. CDFW has applied for a Coastal Development permit to cease the drainage.

April 05, 2017 07:47 PM Pacific Daylight Time

LOS ANGELES--(BUSINESS WIRE

(link is external)

--Grassroots Coalition (GC), an organization that has long worked to protect the Ballona Wetlands, a predominantly freshwater seasonal wetlands on the Los Angeles coast, prevails in its lawsuit against the California Department of Fish & Wildlife (CDFW) and Playa Capital LLC.

"Water is the main requirement for a functional wetland.

...The Unpermitted Drains disrupt water supply through direct fill and draining of a wetland and habitat within the reserve."

Tweet this

(link is external)

Both CDFW and Playa Capital LLC (Playa Vista) have agreed to comply with demands from Grassroots Coalition and the California Coastal Commission (CCC) to cease draining the publicly owned wetlands. The former landowner of Ballona Wetlands, the developer of the massive Playa Vista Project, first installed the drains in the wetlands

(link is external)

in the California Coastal Zone without a Coastal Zone permit as required by the California Coastal Act.

The Ballona Wetlands were acquired by the State in 2004. Since public acquisition of Ballona as an Ecological Wetland Reserve in 2004, CDFW became the steward of the Reserve and has allowed the drainage

(link is external)

to continue. CDFW has submitted its Application for a Coastal Development permit to cap the drains. Capping the drains is an incomplete result but there will be a Coastal Commission hearing, expected to be in Los Angeles in

August, where the application will be evaluated. After expected, vigorous public testimony, the Commission will decide what remedies, fines and studies must be done to determine environmental harm caused by the drains and any further mitigation that will allow the wetlands to recover.

Recent rains

(link is external)

demonstrate the rapid dewatering function of the unpermitted drains that CDFW has wrongfully allowed to exist for the past 13 years since taking over stewardship.

Margot Griswold, one of California's leading wetland restoration ecologists said: *"I am relieved to know that the water in this area of the Ballona wetlands will be retained to allow plants and animals to flourish in one of the last remaining coastal wetlands in Los Angeles. It makes no ecological sense to drain any wetland, and especially one that has been preserved and protected by public money. Thank you to Grassroots Coalition for doggedly following up on this issue."*

The Coastal Commissioners sent letters

(link is external)

in 2013 and 2014 to both the CDFW and Playa Capital LLC, citing the drains as both unpermitted and a violation of the Coastal Act. The CCC's 2014 letter's detailed response emphasized ongoing harm to the wetlands:

... "the subject drains are located in the Ballona Ecological Reserve within natural habitat and a wetland that relies on water to function. Thus, the presence of the subject drains is clearly detrimental to natural habitat and the hydraulic functioning of the wetlands.

"Water is the main requirement for a functional wetland.

...The Unpermitted Drains disrupt water supply through direct fill and draining of a wetland and habitat within the reserve."

Lack of Onsite Hydrology Studies

Environmental restoration studies, undertaken since the CDFW takeover of Ballona, have not included hydrology studies pertaining to Ballona's freshwater aquifers or habitat, and significantly, the studies done have excluded any reference to the ongoing drainage of its freshwaters—both rainwater and groundwaters

(link is external)

. The California Coastal Conservancy is in charge of the approvals and purse strings for studies done and has failed to report on the drainage devices and fails in production of onsite freshwater hydrology studies. This is especially worrisome as Ballona has been caught up in years of California's infamous drought.

The State Lands Commission (SLC), since Ballona's acquisition, now owns, on behalf of the public, the portion of Ballona Wetlands that Playa Vista uses as its flood control element for further development. SLC has allowed Playa Vista, on the east side of Ballona Wetlands, to manage the flood control system to which the unpermitted drains

(link is external)

are attached in violation of the Coastal Act.

The protection of Ballona's rainwaters is vital because while its groundwaters are typically at or near the surface due to multiple underlying freshwater aquifers

(link is external)

, the Playa Vista development currently dewateres and diverts virtually all of Ballona's former ground and surface waters—sending them into the Santa Monica Bay or into the sanitary sewers.

Patricia McPherson, President of GC, cited, *"New issues of conflict of interest arise as it appears clear that the very agencies charged with the protection and restoration of Ballona's fragile freshwaters and seasonal wetland/upland ecosystems have instead degraded Ballona by allowing the throw away of Ballona's freshwaters*

(link is external)

.

TO VIEW BALLONA ECOLOGICAL RESERVE PHOTOS CLICK

HERE: <https://www.flickr.com/gp/stonebird/2B49Dz>

(link is external)

Follow the links below for more information:

Printable PDF: [California Coastal Commission Letter Dated 4/11/2014](#)

[to Playa Capital Company, LLC](#)

[and CDFW regarding Unpermitted drains in Ballona Ecological Reserve](#)

(link is external)

1-23-17 SOUTH UN-PERMITTED DRAIN VIDEO: Click here for

Video <https://www.flickr.com/gp/stonebird/7DeaEn>

(link is external)

Contacts

Grassroots Coalition (GC)

Jeanette Vosburg, Outreach Coordinator

310-721-3512

jeanette@saveballona.org

(link sends e-mail)



Attachments:

Printable PDF: [California Coastal Commission Letter Dated](#)

[4/11/2014 to Playa Capital Company, LLC](#)

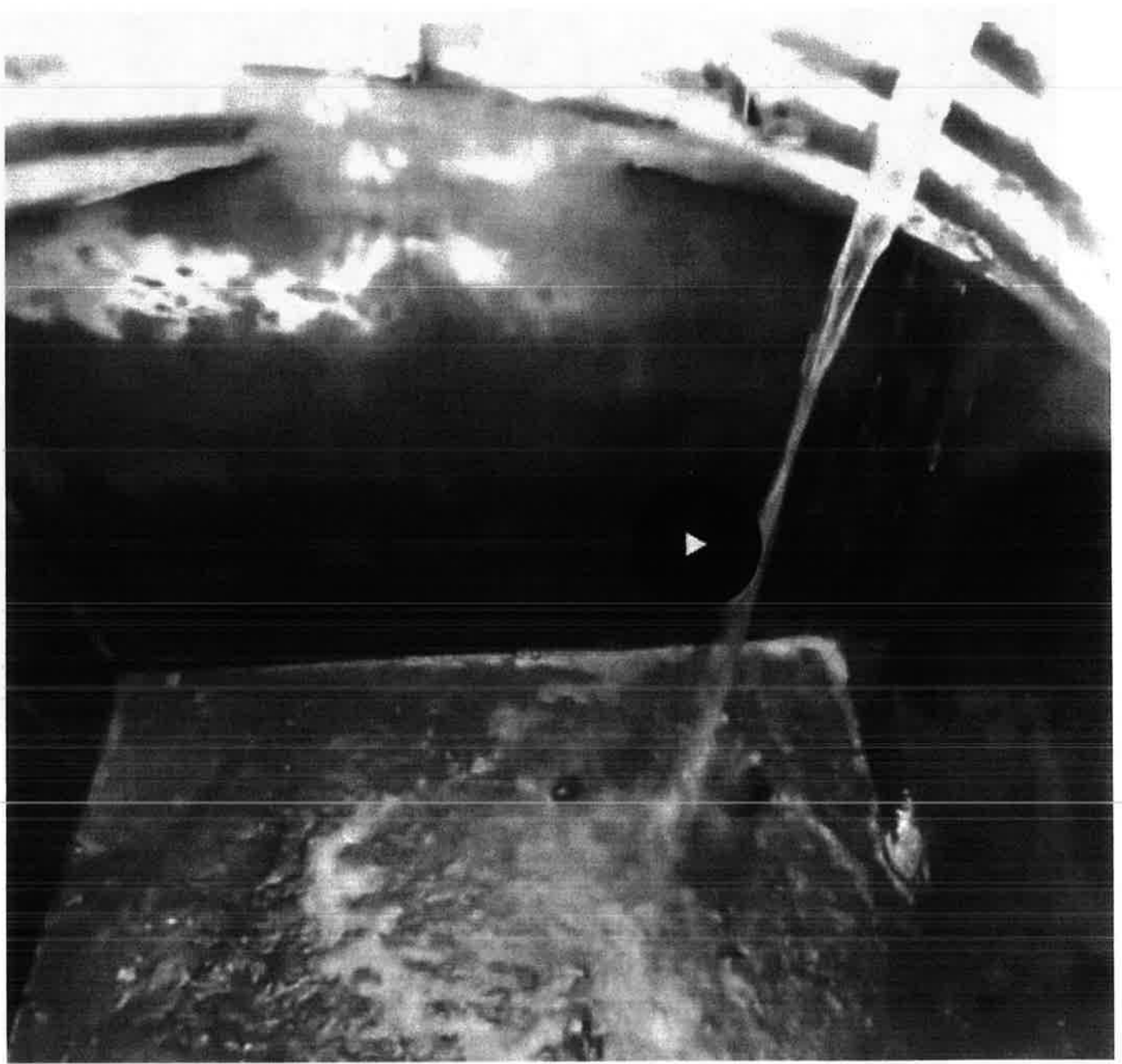
[and CDFW regarding Unpermitted drains in Ballona Ecological Reserve](#)

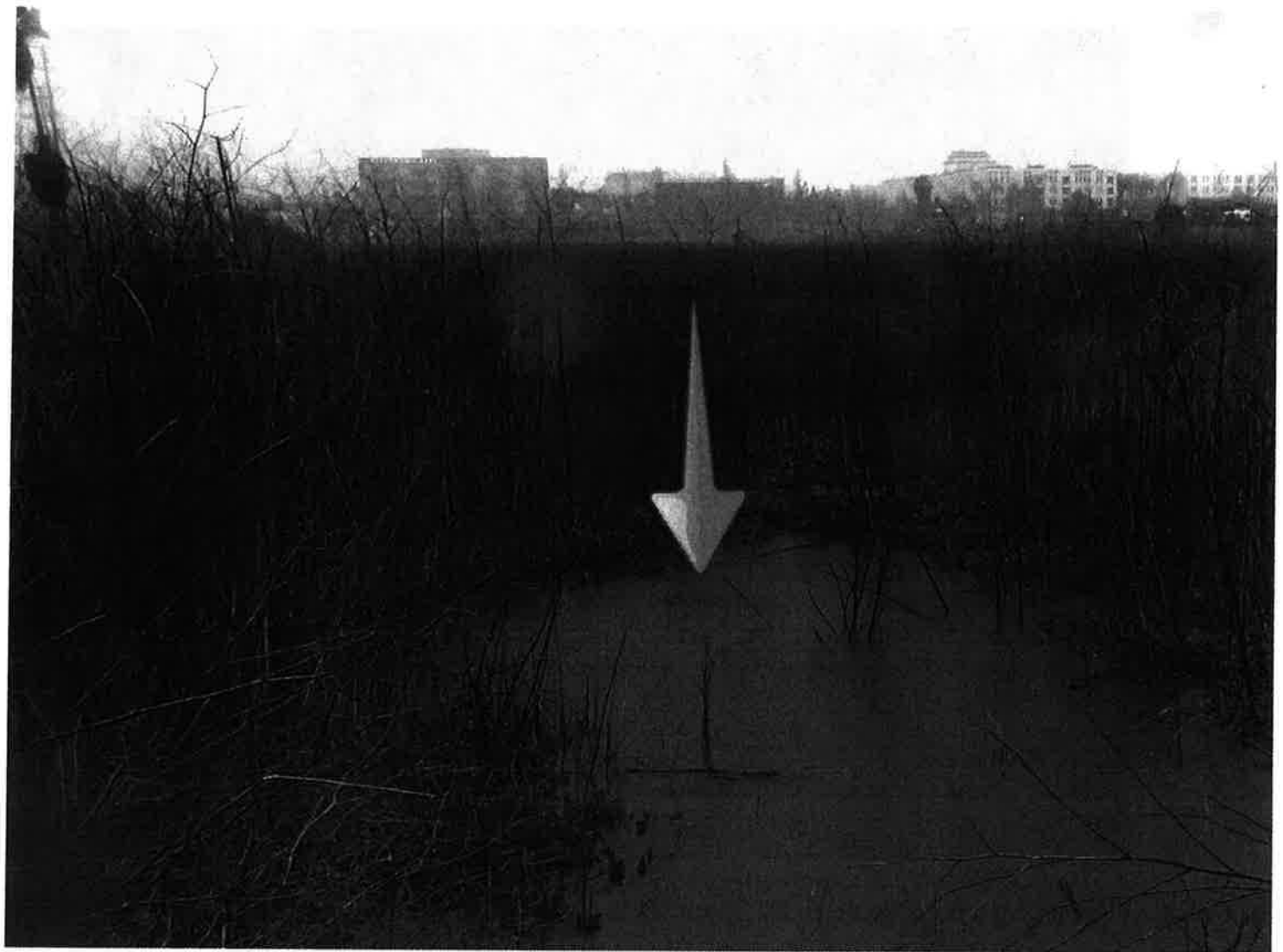
ve



Map of Two Illegal Playa Vista Drains

**1-23-17 SOUTH UN-PERMITTED
DRAIN VIDEO** Click here for
Video <https://www.flickr.com/gp/stonebird/7DeaEn>

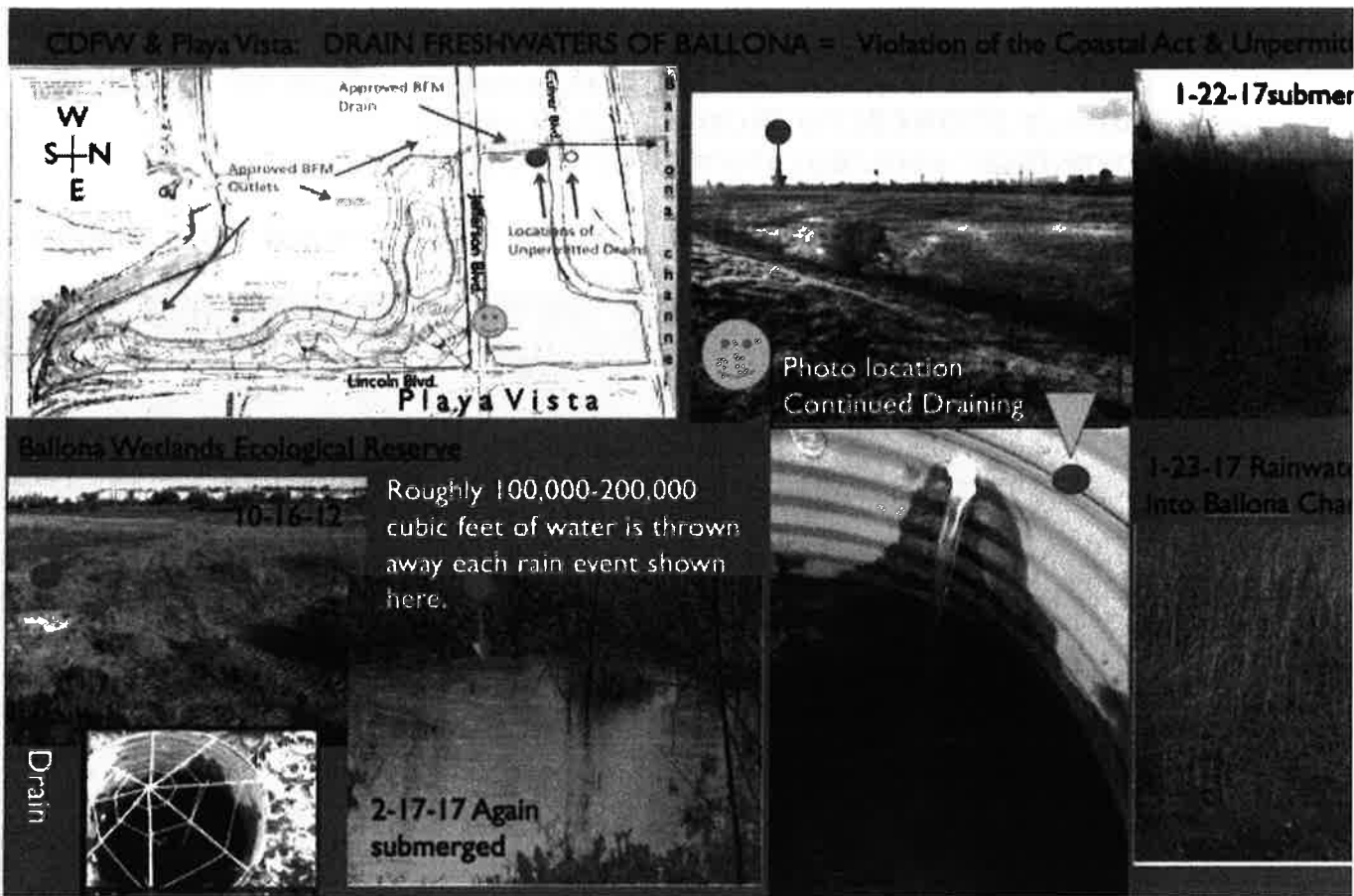




1-22-17 South Wetland Drain - Rains Submerge Illegal Playa Vista Drain Approximately 1 foot tall, from soil to grill-peak. Multiple rain events submerged the drains.



1-23-17 South Wetland Drain - Rainwater Has Been Drained Out of Wetlands into Ballona Flood Control Channel to Pacific Ocean throwing away roughly 100,000-200,000 cubic feet of water from this drainage area alone.



CDFW & Playa Vista - Drain Freshwaters of Ballona = Violation of the Coastal Act & Unpermitted Drains 2004-2017

Click to See: Ballona Wetlands Ecosystem Album on Jonathan Coffin's STONEBIRD flickr at 7,900 views
www.flickr.com/gp/stonebird/2B49Dz
(link is external)

*** Below is a preview of the hundreds of wild life and plant pictures Jonathan has taken over the years.



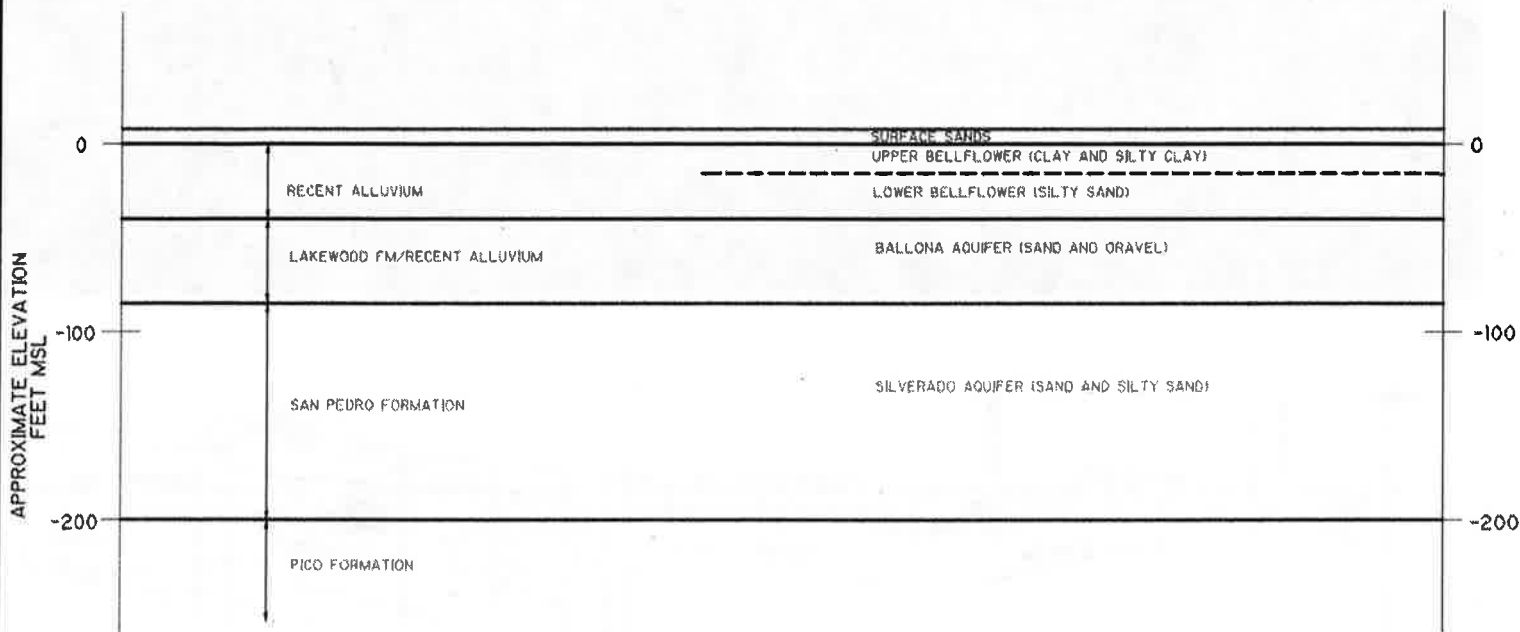


Figure 30
Generalized Aquifer
Cross-Section

CDM

Ballona Aquifers from CDM Playa Vista Draft Environmental Impact Report.

The Groundwaters of Ballona

The groundwaters of Ballona are historically at or near the surface, providing a freshwater Resource that is today classified as – Potential Drinking Water

The Siverado is at the base. The merged Bellflower/ Ballona aquifers lie atop and comingle.

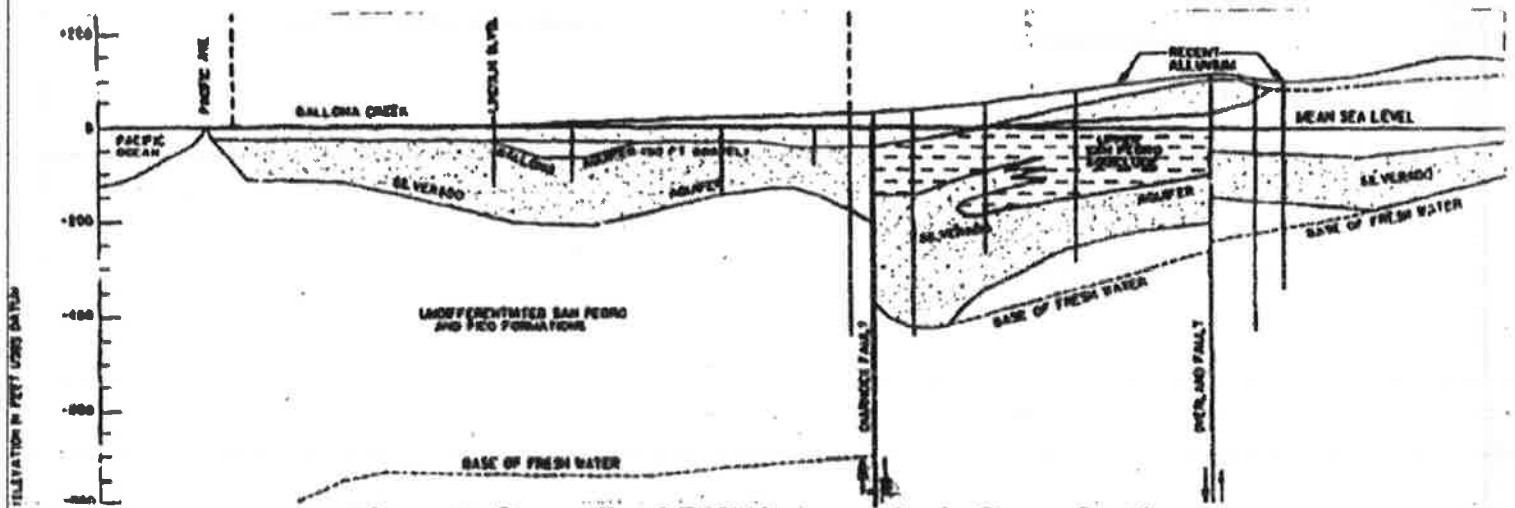


Figure 7. Generalized E-W Hydrogeologic Cross Section
(Modified after Cal. Dept. Wtr. Res., 1981 & CDM, 1998)

4

OBSERVATIONS AFTER READING SETTLEMENT AGREEMENT 1994

9.2017

This was at a time when Playa Vista intended to build on portions of A, B, C and D. This settlement agreement was reached by Friends of Ballona Wetlands, McQuire Thomas Partners-Playa Vista (MTP-PV), State Lands Commission, the State Controller and to a smaller extent others.

It was restricted to 62 Acres in Area B deeded by Playa Vista to State Lands Commission. See map page 213.

Questions on pages:

225 Storm drainage facility

227 Lincoln Blvd widening and realignment

230 maintain all freshwater and salt water wetlands and all storm drainage

232-3-4 4. Section 404 Permit and other Regulatory Approval Easement.

254 PLAYA VISTA (AREA A1) CONTAINS 136.24 ACRES MORE OR LESS

254 PLAYA VISTA (AREA A2) CONTAINS .0434 ACRES MORE OR LESS

254 STAMPED 6-30-91

277 SEPTEMBER 28, 1990 AGREEMENT BETWEEN THE CONTROLLER OF THE STATE OF CALIFORNIA AND MAQUIRE THOMAS PARTNERS - PLAYA VISTA EXHIBIT J - Wetlands Guidelines and Policies

318 Donation of wetlands to state and restoration

319 Mentions: saltwater wetlands, elevation of Culver Blvd, full-tidal or mid-tidal restoration, elevation of Culver Blvd

320 Mentions: National Audubahn Society

321 Full compliance for mitigation required under federal and state law for degraded wetlands within the project site. This compliance is intended to be achieved by creating and approximately 51.1 acre freshwater wetland system (are set forth in the Freshwater Plan), which would add approximately 43.2 acres of newly created wetlands to the previously designate by the U.S. Army Corps of Engineers.

322 (2) This program is intended to make available as mitigation credits to others, including potentially the Ports of Long Beach and Los Angeles, a quantity of saltwater wetlands values sufficient to assure funding for a full tidal restoration of the saltwater wetlands.

323 (1) demonstration dunes restoration

(2) native plant nursery

(3) restoration of high salt marsh south of Jefferson and Culver Boulevards - reintroduce pickle weed and establish habitat for Belding Savannah Sparrow.

323-4 3. (b) Interpretive/Educational Facilities

326 Ballona Wetlands Restoration Goals and Objectives

Adopted by Representatives of Friends of Ballona Wetlands, League of Coastal Protection, City of Los Angeles acting through 6th Council District, Maquire-Thomas Partners-Playa Vista and State Lands Commission representing the Controller of the State of California.

Final - August 10, 1990

SA
John
Tommy
9.5.17

Area C - 69.7 acres

Residential 2,032 dwelling units
Office 900,000 square feet
Retail 150,000 square feet

Area A - 139.1 acres

Residential 2,576 dwelling units
Retail 75,000 square feet
Office 125,000 square feet
Hotel 450 rooms



PLAYA VISTA MASTER PLAN PROJECT

Area B - 336.1 acres

Residential 1,800 dwelling units
Retail 20,000 square feet

Area D - 412.2 acres

Residential 6,677 dwelling units
Office 4,000,000 square feet
Retail 350,000 square feet
Hotel 600 rooms

LEGAL DESCRIPTION

That portion of the Rancho La Ballona allotted to the heirs of Augustina Machado as per map recorded in Book 3 Pages 204 to 209 of Miscellaneous Records, in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as follows:

Beginning at the most northerly corner of Block "E" of Playa Del Rey Townsite, as per map recorded in Book 2, Page 63 et seq., of maps of said County;

Thence, North 52° 20' 24" West 119.40 feet to the most easterly corner of Block 2 of said Townsite;

Thence, northerly along the easterly line of said Block 2 North 27° 34' 43" West 139.97 feet to a line parallel with and distant 313.66 feet northwesterly measured at right angles from the northwesterly line of Blocks 14 and 15 of said Townsite;

Thence, northeasterly along said parallel line North 45° 25' 21" East 1001.38 feet;

Thence, South 89° 14' 39" East 142.43 feet;

Thence, South 44° 14' 39" East 212.94 feet to the northwesterly line of said Blocks 14 and 15;

Thence, southwesterly along said northwesterly line South 45° 45' 21" West to the northeasterly line of said Block "E";

Thence, northwesterly along said northeasterly line North 44° 14' 46" West 61.35 feet to the point of beginning.

This Legal Description as described is delineated on the accompanying "Legal Description Sketch" and made a part hereof for reference purposes.

This Legal Description was prepared as a convenience only and is not intended for use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.

Matthew J. Rowe

Matthew J. Rowe, PLS 5810
Expiration date 9-30-96

3/30/94

Date



SM11-004.074.MR

1
2
3 EXHIBIT D-1

4 Revised Playa Vista Plan

5 The Revised Playa Vista plan as currently proposed by
6 MTP-PV and concurred with by Petitioners is set forth in the
7 graphic depiction attached hereto as Annex A to this Exhibit D-1.
8 The graphic depictions, permitted uses, street alignments and
9 open space area designations in Annex A to Exhibit D-2 are
10 approximate and subject to modification as a result of further
11 engineering and design of the Project through the Regulatory
12 Approval process.

13 Phasing and rate of development. The phasing and rate of
14 development within Playa Vista will be as follows:

15 Phase I:

16 Phase I will include 1,250,000 square feet of new office
17 space, 2,759 market residential units, 487 affordable
18 residential units, 35,000 square feet of retail area, and
19 300 hotel rooms. Phase I construction would take
20 approximately four years from the date of Regulatory
21 Approval of the tentative map covering that phase.

22 Phase II:

23 Phase II will include the remainder of the Revised Playa
24 Vista Plan as follows: 3,775,000 square feet of new office
25 space, 8,363 market residential units, 1,476 affordable
26 residential units, 860,000 square feet of retail area, 750
27 hotel rooms and 600-840 boat slips. Phase II construction
28 would take approximately 7 years from the date of Regulatory
Approval of the tentative map covering that phase.

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EXHIBIT D-2

Restrictions and Limitations
on the Revised Playa Vista Plan

Petitioners and MTP-PV agree that the Revised Playa Vista Plan shall at all times be subject to the following restrictions and limitations:

- I. Residential Neighborhood - Area B - Development in Area B will be limited to the parcel located north of Jefferson Boulevard, west of Lincoln Boulevard and east of re-aligned Culver Boulevard. Up to 1,800 residential units, and 20,000 square feet of neighborhood-serving retail shall comprise this portion of the plan.

This neighborhood will be characterized by mid-rise residential dwellings, with heights limited to the Height Zones shown in Annex A to this Exhibit D-2, and will be organized around a series of internal streets and neighborhood parks. Most parking will be below-grade, and the internal transit system will link the neighborhood to the rest of the Playa Vista community. Vehicular access will occur from Jefferson Boulevard only.

- II. Changes in land uses - No modifications of the Revised Playa Vista Plan shall permit substitution of office, retail, hotel, or other commercial uses for residential uses.

- III. Setback from bluffs - The Revised Playa Vista Plan proposes that a linear park would extend the entire length of the bluffs along the southerly edge of Area D. The park will be bounded to the north by the bluff parkway (a new east-west roadway), and to the south by the toe of the bluffs. The park will provide significant acreage dedicated to wildlife habitat, recreational amenities and community service uses. No structures will be built within the park area, with the possible exception of those relating to civic, cultural, educational or recreational uses (wildlife museum, police sub-station, schools, recreational facilities, etc.)

Commercial and residential structures may be built only to the north of the bluff parkway. The natural, irregular configuration of the bluff toe produces a non-uniform dimension between the toe and the parkway, and the effective setback from the toe of the bluff to buildable residential or commercial lots will vary accordingly. In the Revised Playa Vista Plan configuration, this dimension varies from approximately 150' to 500'. If the governmental review process causes the Bluff Parkway to be substantially realigned from the configuration shown in the Revised Playa Vista Plan, the setback criteria will likewise be redefined.

1 IV. Building height - Current zoning permits the construction of
2 tall structures (20 floors or more) in Areas A, C, and D,
3 and up to 10 floors in Area B. In response to community
4 concern, MTP-PV has agreed to impose more restrictive
5 building height limitations as follows:

6 Area A - no building to exceed 12 occupied floors, exclusive
7 of below grade parking, mechanical penthouse and other
8 rooftop equipment.

9 Area B - the buildable portion of Area B will be limited to
10 the parcel north of Jefferson Boulevard, west of Lincoln
11 Boulevard and east of reconfigured Culver Boulevard.
12 Discussions with Petitioners have resulted in building
13 height and building setback criteria as illustrated in Annex
14 A to this Exhibit D-2 attached hereto.

15 Area C - Current zoning permits structures of up to 20
16 stories. Should MTP-PV or any of its controlled affiliates
17 acquire Parcel C, height limits will be proposed as follows:
18 no building to exceed 12 occupied floors, exclusive of
19 below-grade parking, mechanical penthouse and other rooftop
20 equipment.

21 Area D - no building height to exceed the average elevation
22 of the Westchester bluffs, as measured in feet above mean
23 sea level. Discussions with the community may result in
24 additional height limitations within specific portions of
25 Area D. The precise definition of criteria (average bluff
26 height, top of building, etc.) will be established during
27 the course of the subdivision and specific plan amendment
28 process.

may be accelerated as provided in Sections 7.2 and 7.3. Subject to Section 7.8, on the Scheduled Closing Date, any portion of the Property which has not theretofore been conveyed to Buyer shall be conveyed to Buyer. The closing procedure for such conveyance of all or any portion of the Property on the Scheduled Closing Date is set forth in Section 7.2.

2.4 Scheduled Closing Purchase Price. The term "Scheduled Closing Purchase Price" means \$115,191,058. Notwithstanding the foregoing, immediately after a conveyance of a portion of the Property prior to the Scheduled Closing Date, the term "Scheduled Closing Purchase Price" shall mean the Scheduled Closing Purchase Price immediately prior to such partial conveyance less an amount equal to the product of the "Applicable Percentage" (as defined in Section 7.3(b)) with respect to such partial conveyance, multiplied by the Scheduled Closing Purchase Price immediately prior to such partial conveyance. After any such conveyance, the term "Scheduled Closing Purchase Price" shall refer to the Purchase Price payable for the entire remainder of the Property on the Scheduled Closing Date. Furthermore, after a condemnation of any portion of the Property, the term "Scheduled Closing Purchase Price" shall refer to the Purchase Price as it may be adjusted in accordance with Section 13.2.

2.5 Option Payments and Earnest Money Deposits.

(a) **Initial Option Payment.** Buyer shall pay to the Trustee \$3,000,000 as an option payment (the "Initial Option Payment") on the date determined as set forth in Section 3.2. The term "Initial Payment Date" means the date on which such Initial Option Payment is so paid.

(b) **Additional Option Payments; Earnest Money Deposits.** On each of the first four anniversaries of the Initial Payment Date, Buyer shall pay to the Trustee \$3,000,000, subject to Sections 7.2(a) and 7.3(c). Such payments shall constitute option payments, provided that any such payment made after the conveyance of any portion of the Property to Buyer shall constitute an earnest money deposit. Notwithstanding the foregoing, after the purchase of all of the Property hereunder, Buyer shall not be required to make any further payments under this Section 2.5(b).

(c) **Refund of Buyer's Credit Amount.** Upon any material breach by the Trustee of any of its obligations hereunder or upon any material breach by the Controller of any of its obligations under the Controller's Agreement, Buyer shall be entitled, at Buyer's election, without limiting any other legal or equitable remedies available to Buyer except as set forth in this Section 2.5(c), either: (i) to a prompt refund of the Buyer's Credit Amount (as defined in Section 2.6(a)) calculated as of the date of such refund, provided that after receipt of such refund, Buyer shall not be entitled to sue the Trustee or the Controller

there is a foreclosure of the Deed of Trust, Buyer: (x) shall assign to the Controller by an Assignment of Security Agreement substantially in the form of Exhibit A to the Controller's Agreement, the rights of Buyer under the Security Agreement with respect to the Terminated Property which were theretofore assigned to Buyer by the Controller on such form; and (y) shall assign to the Trustee by an Assignment of Easement Agreement substantially in the form of Exhibit L to this Agreement, any rights of Buyer under the Easement Agreement described therein which were theretofore assigned to Buyer by the Trustee on such form.

ARTICLE 5 - Representations, Warranties and Covenants

5.1 Representations, Warranties and Covenants of the Trustee. The matters set forth in this Section 5.1 constitute representations, warranties and covenants of the Trustee. If, during the period between the Date of this Agreement and each and every Closing Date, the Trustee learns, or has reason to believe, that any of the following representations and warranties may cease to be true or that any of the following covenants may not be satisfied with respect to any portion of the Property not yet conveyed to Buyer, the Trustee hereby covenants to immediately give notice thereof to Buyer and MTP-PV. The Trustee hereby represents and warrants as of the Date of this Agreement and as of the Initial Payment Date and each Closing Date, and covenants from the Date of this Agreement to the Final Closing Date, as applicable, that:

(a) The Trustee has the legal power, right and authority to enter into this Agreement and the documents to be entered into pursuant to this Agreement and to consummate the transactions contemplated hereby and thereby.

(b) This Agreement has been duly and validly executed and delivered by the Trustee, and all documents to be entered into pursuant to this Agreement will have been duly and validly executed and delivered by the Trustee as of each Closing Date.

(c) The Declaration of Trust is in full force and effect and the Trustee is the currently serving trustee thereunder.

(d) Except for the Friends Litigation, the Trustee has no knowledge of any actions, suits, claims, legal proceedings or any other proceedings affecting the Property, or any portion thereof, at law or in equity, pending or threatened before any court or governmental agency, domestic or foreign.

(e) The Trustee has not received any notice from any governmental agency pertaining to the violation of any law

or regulation affecting the Property, and the Trustee has no knowledge of any facts which might be a basis for any such notice.

(f) Except as described in the Settlement Agreement, the Trustee has no knowledge of any pending or threatened governmental proceedings in eminent domain, for rezoning or otherwise, which would affect the Property or any portion thereof, nor does the Trustee know of the existence of any facts which might give rise to any such action or proceeding.

(g) Except for the use of the little league baseball facilities on the Property by certain community groups, the Trustee has no knowledge of any leases, subleases, occupancies or tenancies in effect relating to the Property.

(h) The Trustee has no knowledge of any material adverse facts or conditions relating to the Property or any portion thereof other than such as have been disclosed in writing to Buyer.

(i) The Trustee has not, and to the best of the Trustee's knowledge, no third party ever has, used, stored, treated, released, or disposed of Hazardous Substances on, in, or under the Property. To the best of the Trustee's knowledge: no Hazardous Substances are present on the Property; no enforcement, cleanup, removal or other governmental or regulatory actions have, at any time, been instituted, completed or threatened with respect to the Property; no violation or noncompliance with any Environmental Law has occurred with respect to the Property; and no claims have, at any time, been made or threatened by any third party against the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or related to any Hazardous Substance. To the best of Trustee's knowledge, Hazardous Substances are not currently, and never have been, present, used, stored, treated, released, or disposed of on, in or under any property adjacent to the Property. The term "Hazardous Substances" means collectively, any substance, material or waste, regulated or listed pursuant to any Environmental Law. The term "Environmental Law" means any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Safe Drinking Water Act, the Occupational Safety and Health Act and the California Safe Drinking Water and Toxic Enforcement Act of 1986.

(j) Until each Closing Date, the Trustee shall maintain all portions of the Property not yet conveyed

the subject of such representation without regard to the knowledge of the Trustee or the Controller.

(b) The Trustee shall have performed and satisfied in all material respects all covenants, conditions and agreements required or contemplated by this Agreement to be performed and satisfied by the Trustee at or prior to such Closing Date.

(c) There shall exist no uncured breach by the Controller of its obligations under the Controller's Agreement.

(d) The Title Company shall be unconditionally obligated to deliver the Owner's Title Policy as of such Closing Date, in the form required by Section 7.4 hereof.

ARTICLE 7 - Closing

7.1 Conveyance of the Property. Pursuant to Section 7.3, Buyer may from time to time purchase a portion or portions of the Property prior to the Scheduled Closing Date. Pursuant to Section 7.2, if Buyer exercises Buyer's option to purchase the Property, the entire Property (or, if there have been one or more prior purchases of portions of the Property by Buyer, then the entire balance of the Property not yet purchased by Buyer) shall be purchased by Buyer on the Scheduled Closing Date or (as set forth in Section 7.2) such earlier date as Buyer may elect. Therefore, the provisions of Section 7.3 are applicable if Buyer is acquiring less than all of the Property remaining to be conveyed, and the provisions of Section 7.2 are applicable if Buyer is acquiring all of the Property that has not yet been conveyed to Buyer. The term "Final Closing Date" means the Closing Date after which no Property remains to be conveyed and the term "Partial Closing Date" means the Closing Date for each other conveyance of the Property.

7.2 Final Closing Date.

(a) Procedure. Unless Buyer notifies the Trustee in writing prior to the first Partial Closing Date hereunder that Buyer does not desire to purchase the Property, the Final Closing Date shall occur on the Scheduled Closing Date, provided, however, Buyer shall have the right to elect at any time to purchase all of the Property (or the entire portion thereof remaining to be conveyed) prior to the Scheduled Closing Date. Such election shall be exercised by Buyer giving Trustee written notice of any such election. If Buyer gives such notice, within 30 days of the Trustee's receipt thereof, all of the Property (or the entire portion thereof remaining to be conveyed) shall be conveyed to Buyer. If Buyer elects to purchase the Property (or the entire portion thereof remaining to be conveyed) prior to

the Scheduled Closing Date, the Purchase Price payable for such conveyance shall be determined by discounting the Scheduled Closing Purchase Price back to the date of such conveyance from the Scheduled Closing Date at the rate of 6.2% per annum, compounded annually. An example of the calculation of the Purchase Price, the Buyer's Credit Amount and the face amount of the Promissory Note if the entire Property is conveyed on February 14, 1995 and the Initial Payment Date is February 15, 1991 is set forth in Exhibit I. On the Final Closing Date, Buyer's obligation to make any further payments set forth in Section 2.5(b) shall terminate.

(b) Deliveries by the Trustee. On the Final Closing Date, the Trustee shall deliver to Buyer the following:

(i) a grant deed ("Grant Deed"), duly executed and acknowledged by the Trustee and any other person necessary to convey title as provided herein, on Title Company's standard form, conveying the Property (or the portion of the Property to be conveyed to Buyer on such Closing Date) to Buyer. Fee title to the Property (or such portion thereof) shall be conveyed by the Trustee to Buyer subject only to the encumbrances and other matters described in Section 7.4;

(ii) an affidavit in the form attached hereto as Exhibit J, duly executed under penalty of perjury by the Trustee and any other person who signs the Grant Deed, to the effect that the signatory is not a "foreign person" in the sense of Internal Revenue Code Section 1445;

(iii) all items required by Title Company in order to issue the Owner's Title Policy in the form required by Section 7.4; and

(iv) the Assignment of Easement Agreement in the form attached hereto as Exhibit K, duly executed by the Trustee.

(c) Deliveries by Buyer. On the Final Closing Date, Buyer shall deliver to the Trustee each of the following:

(i) the Cash Closing Payment;

(ii) the Promissory Note duly executed by Buyer in a face amount equal to the Scheduled Closing Purchase Price (or in the event the Final Closing Date occurs prior to the Scheduled Closing Date, the Purchase Price as of such Final Closing Date calculated as set forth in Section 7.2(a)), less the Buyer's Credit Amount as of the Final Closing Date and less the Cash Closing Payment;

ARTICLE 9 - Expanded Wetlands

9.1 Conveyance of the Expanded Wetlands. MTP-PV will convey the Expanded Wetlands to the State Lands Commission (or, if the State Lands Commission declines, to the City of Los Angeles) conditioned upon and concurrently with the last to occur of (a) the conveyance pursuant to this Agreement of all of the Property (or all remaining portions thereof) on the Final Closing Date, and (b) the execution, acknowledgement and recordation of the covenants, conditions, restrictions and easements contemplated by Section 9.2; provided, however, that such date of conveyance may, at MTP-PV's sole election, be postponed until all mitigation credits (both fresh water and salt water) pertaining to the wetlands restoration project have been obtained and all Regulatory Approvals necessary for the implementation of the Revised Playa Vista Plan and development of the Infrastructure Systems have been obtained and fully vested; provided, however, the conveyance of the Expanded Wetlands shall in no event be postponed beyond 10 years after the Initial Payment Date. The Trustee shall cooperate with MTP-PV and Buyer in connection with the following actions to be taken by MTP-PV and Buyer with respect to all or any portion of Playa Vista: (a) the adoption of a final Wetlands Restoration Plan, (b) the obtaining of all Section 404 permits and other Regulatory Approvals, and (c) the obtaining and sale of mitigation credits.

9.2 Restrictions Affecting the Expanded Wetlands. Immediately prior to or concurrent with its conveyance to the State Lands Commission or the City of Los Angeles (or, if the State Lands Commission or the City of Los Angeles, as applicable, elects not to take title to the Expanded Wetlands, upon the later to occur of such election or the date as of which MTP-PV would have been obligated to convey the Expanded Wetlands pursuant to Section 9.1), the Expanded Wetlands shall be subject to recorded covenants, conditions, restrictions and easements. Such recorded covenants, conditions, restrictions and easements shall be in the form attached hereto as Exhibit M, provided that: (a) prior to the recording thereof, MTP-PV may from time to time amend such form of covenants, conditions, restrictions and easements with the prior written consent of the Trustee, which consent shall not be unreasonably withheld, so long as such amendment does not affect the ultimate utilization of the Expanded Wetlands for wetlands as contemplated by the Wetlands Restoration Plan and the Revised Playa Vista Plan; and (b) in order to ensure the enforceability of such covenants, conditions, restrictions or easements, Buyer may elect to incorporate such covenants, conditions, restrictions and easements into the deed pursuant to which MTP-PV conveys title to the Expanded Wetlands to the State Lands Commission or the City of Los Angeles.

9.3 Condition of Title.

(a) Title to the Expanded Wetlands shall be conveyed to the State Lands Commission or the City of Los Angeles, subject only to all current exceptions and any other exceptions hereafter created by MTP-PV in connection with the development of Playa Vista pursuant to the Revised Playa Vista Plan, provided, however, MTP-PV shall not hereafter use or encumber the Expanded Wetlands in a manner which is inconsistent with the ultimate utilization of such area for wetlands as contemplated by the Wetlands Restoration Plan, the Revised Playa Vista Plan and the recorded restrictions contemplated by Section 9.2.

(b) Within ten days after the Date of this Agreement, Buyer shall deliver to the Trustee, at Buyer's sole cost and expense, (i) a preliminary title report on the Expanded Wetlands prepared by the Title Company, (ii) copies of the documents referred to therein as exceptions, and (iii) a plat map showing the locations of all easements.

(c) During the 30 day period following the later to occur of the Date of this Agreement or the date on which the Trustee has received all of the items to be delivered pursuant to Section 9.3(b), the Trustee shall have the right to notify Buyer in writing of the Trustee's disapproval of any of the current monetary encumbrances or any encumbrances which would prevent the use of the Expanded Wetlands as wetlands as contemplated by the Wetlands Restoration Plan, the Revised Playa Vista Plan and the recorded restrictions contemplated by Section 9.2. All such exceptions not disapproved within such 30 day period shall be deemed approved. The Trustee shall have the right to conduct an environmental assessment prior to MTP-PV's conveyance of title to the Expanded Wetlands. If the environmental assessment is not satisfactory to the Trustee or there are any monetary encumbrances (other than those that arise pursuant to any Financing District) or any encumbrances which would prevent the use of the Expanded Wetlands as wetlands as contemplated by the Wetlands Restoration Plan, the Revised Playa Vista Plan and the recorded restrictions contemplated by Section 9.2, the State Lands Commission or the City of Los Angeles, as applicable, shall not be required to consummate the acquisition of the Expanded Wetlands, but the failure of the State Lands Commission or the City of Los Angeles, as applicable, to consummate such acquisition shall have no effect on the conveyance of the Property or result in any adjustment to the Purchase Price. No later than immediately prior to the conveyance of the Expanded Wetlands to the State Lands Commission or the City of Los Angeles, as applicable, MTP-PV shall remove any and all monetary

encumbrances on the Expanded Wetlands other than those that arise pursuant to any Financing District.

9.4 Closing Costs. MTP-PV shall pay for a CLTA owner's title insurance policy on the Expanded Wetlands in the amount of its fair market value immediately following its conveyance to the State Lands Commission or the City of Los Angeles, as applicable. All other closing costs related to the conveyance of the Expanded Wetlands, which closing costs shall include, but not be limited to, documentary transfer taxes, recording fees, escrow fees and all other settlement charges imposed by Title Company, shall be apportioned between MTP-PV and the Trustee in a manner consistent with normal commercial practice in Southern California.

9.5 Wetlands Restoration and Port Mitigation Credits.

Salt Water
(a) Wetlands Restoration Costs. All costs incurred by MTP-PV or assessed against any portion of Playa Vista in connection with effecting salt water wetlands restoration at Playa Vista, whether pursuant to the Wetlands Restoration Plan or otherwise, including, without limitation, all costs (including interest and other charges) incurred in connection with any financing of such costs, are herein referred to as the "Wetlands Restoration Costs". It is understood and agreed that the Trustee shall have no obligation whatsoever with respect to any Wetlands Restoration Costs. In addition, any costs incurred in connection with perimeter landscaping of those portions of the Expanded Wetlands which are adjacent to other portions of Playa Vista shall be borne by MTP-PV, shall not be included as part of the Wetlands Restoration Costs, and the Trustee shall have no responsibility for such costs.

(b) Mitigation Credit Proceeds. Any proceeds from the sale of mitigation credits by MTP-PV obtained as the result of the performance by MTP-PV of salt water wetlands restoration ("Mitigation Credit Proceeds") shall be allocated in the following manner: (1) the Mitigation Credit Proceeds shall be equitably apportioned between the Expanded Wetlands and the balance of Playa Vista based on the extent to which such areas contributed to the generation of mitigation credits, (2) MTP-PV shall be entitled to receive the Mitigation Credit Proceeds until MTP-PV shall have been reimbursed for all Wetlands Restoration Costs for which MTP-PV has not already been reimbursed by public funds obtained other than as a result of any Financing District, and (3) the balance, if any, of the Mitigation Credit Proceeds, to the extent allocable to the Expanded Wetlands, shall be placed in trust for the maintenance of the entire Ballona wetlands. *CCC*

9.6 Further Conveyances. The State Lands Commission or the City of Los Angeles, as applicable, may accept further conveyances of any properties located along the base of the

PLAYA VISTA

EXPANDED WETLANDS PARCEL

QUAD III (AREA B)

THAT PORTION OF THE 34.85 ACRE TRACT OF THE LAND ALLOTTED TO RAMONA S. DE MACHADO BY THE DECREE OF PARTITION OF A PORTION OF THE RANCHO LA BALLONA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN CASE NO. 2722, OF THE DISTRICT COURT OF SAID COUNTY, BEING ALSO SHOWN ON THE MAP RECORDED IN BOOK 3 PAGE 204 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THOSE PORTIONS OF THE RANCHO LA BALLONA AND THE RANCHO SAUSAL REDONDO, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT STA NO. 15 (L.B.13) ON SOUTHERLY LINE OF RANCHO LA BALLONA (STA 15 BALLONA ON NORTHERLY LINE OF BLOCK 44 IN THE TOWN OF PORT BALLONA M.R. 16-47/30). THENCE NORTH 73°04'35" EAST, 30.88 FEET ALONG SAID SOUTHERLY LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF THE HASTINGS AVENUE (60 FEET WIDE). SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LOT 1, BLOCK 12 OF TRACT NO. 9809, IN THE CITY OF LOS ANGELES, AS SHOWN ON A MAP RECORDED IN BOOK 145 PAGES 91 TO 96 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY; THENCE PROCEEDING SOUTH 30°36'58" EAST 167.86 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 42.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°22'01" TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID GABORA DRIVE; THENCE NORTH 57°01'01" EAST, 268.20 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 240.00 FEET; THENCE EASTERLY 9.61 FEET ALONG SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 10°17'35" TO THE SOUTH- EASTERLY CORNER OF LOT 6; THENCE NORTH 00°08'16" WEST, 84.42 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 6 TO THE NORTHEASTERLY CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID RANCHO LA BALLONA; THENCE NORTH 73°04'35" EAST, 140.22 FEET ALONG SAID SOUTHERLY LINE TO STA NO. 14 (L.B.14); THENCE SOUTH 52°39'57" EAST, 1120.77 FEET ALONG SAID SOUTHERLY LINE TO STA NO. 13 (L.B.13); THENCE SOUTH 80°08'12" EAST, 395.72 FEET ALONG SAID SOUTHERLY LINE TO STA NO. 12 (L.B.12); THENCE NORTH 52°53'47" EAST, 225.21 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF LINCOLN BOULEVARD ALSO BEING THE SOUTHWESTERLY LINE OF LAND DESCRIBED IN BOOK 7448 AT PAGE 77 AND TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 849.22 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 51°26'20" WEST; THENCE NORTHWESTERLY 447.66 FEET ALONG SAID RIGHT-OF-WAY CURVE THROUGH A CENTRAL ANGLE OF 9°47'54"; THENCE NORTH 28°45'46" WEST, 1848.18 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 61°34'14" WEST, 6.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY LINE OF LAND DESCRIBED AS PARCEL 4A IN A DEED RECORDED IN BOOK 1869 AT PAGE 349 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 28°45'46" WEST, 336.00 FEET ALONG SAID LINE; THENCE NORTH 73°35'40" WEST, 49.86 FEET ALONG SAID LINE TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF JEFFERSON BOULEVARD (100 FEET WIDE) ALSO BEING THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN A DEED RECORDED IN BOOK 5662 AT PAGE 124 AND THE SOUTHEASTERLY LINE OF LAND DESCRIBED AS PARCEL 1430 IN A DEED IN BOOK 3367 AT PAGE 860 BOTH OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 61°14'37" WEST, 1352.20 FEET ALONG SAID SOUTHEASTERLY LINE; THENCE SOUTH 28°45'46" EAST 1294.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.214 ACRES, 62.21 ACRES MORE OR LESS

THIS LEGAL DESCRIPTION AS DESCRIBED IS DELINEATED ON ACCOMPANYING "LEGAL DESCRIPTION MAP" AND MADE A PART HEREOF FOR REFERENCE PURPOSES.

THIS LEGAL DESCRIPTION IS NOT INTENDED FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED UNDER THE SUPERVISION OF:

Edward J. Stewart
EDWARD J. STEWART, LS 5192
LICENSE EXPIRES: 6-30-91



SM/M004.035

TATTN AUTH

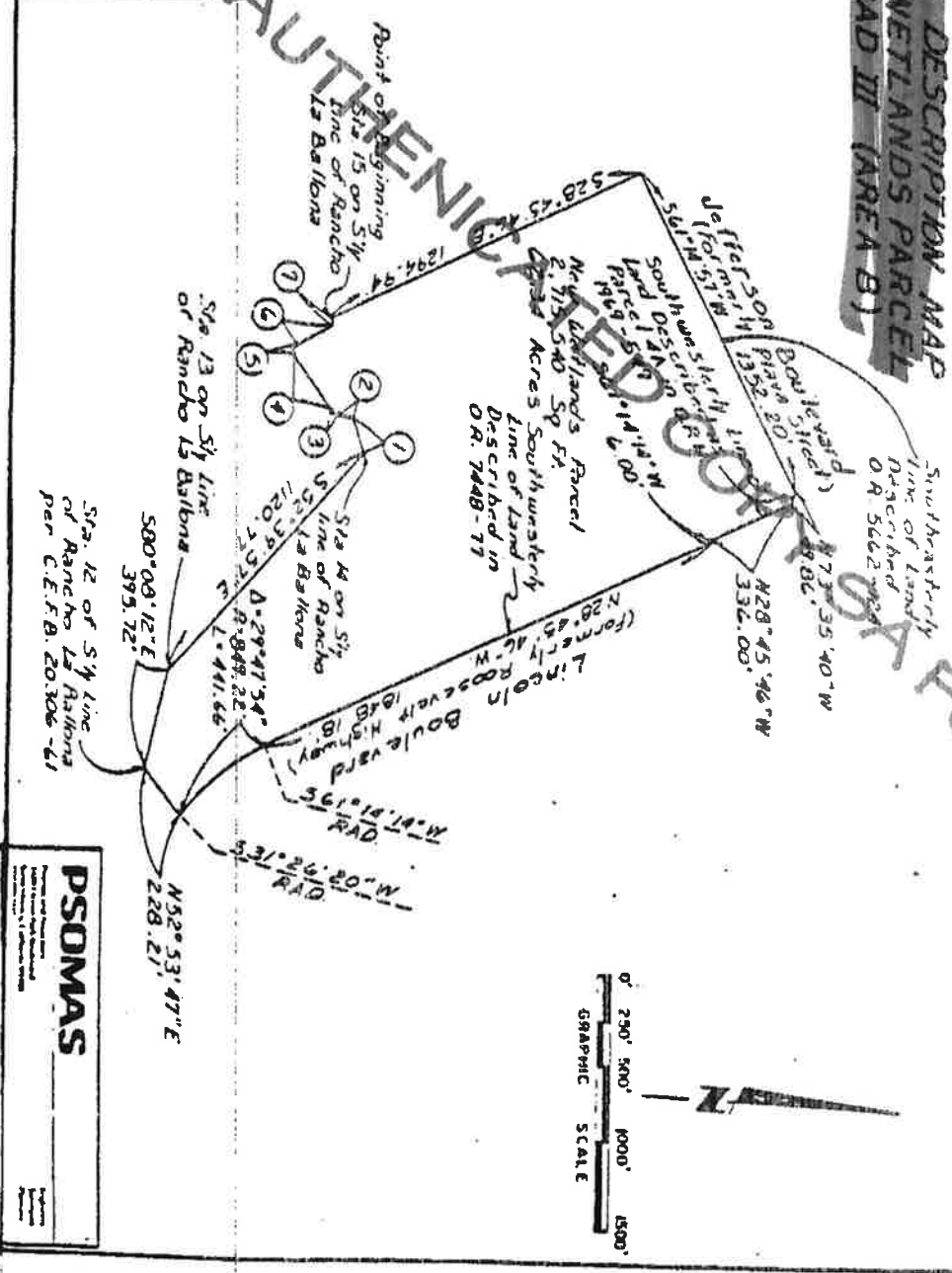
62 Acres
Area B

6.30.91

LS CCC

**LEGAL DESCRIPTION MAP
NEW WETLANDS PARCEL
QUAD III (AREA B)**

DELTA	RADIUS	LENGTH
N73°04'35"E	140.22'	04.42'
N100°08'16"W	240.20'	9.61'
02°17'35"	248.20'	268.20'
N52°01'01"E	250.00'	42.48'
97°22'01"	250.00'	42.48'



PSOMAS
Professional Surveying and Mapping
1000 West 10th Street
Suite 100
Bismarck, ND 58102
701.223.1111

which is not inconsistent with the Restoration Requirements (as defined below), and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, MTP-PV establishes and agrees with Area C Owner that the Burdened Property shall be subject to the following conditions, covenants, restrictions and easements, upon and subject to which the Burdened Property, and each and every portion thereof, shall be held, improved and conveyed.

I. GENERAL PROVISIONS

A. Definitions.

1. "Benefited Owner(s)" shall mean each and every owner, from time to time, of the Benefited Property, or any portion thereof or interest therein, during the term of its ownership.
2. "Burdened Owner(s)" shall mean each and every owner, from time to time, of the Burdened Property, or any portion thereof or interest therein, during the term of its ownership.
3. "Drainage Improvement" shall mean any facility constructed on the Burdened Property pursuant to the Restoration Requirements that is a storm drainage facility.
4. "Playa Vista" shall mean the real property described on Exhibits A and B.
5. "Primary Benefited Owner" initially shall mean MTP-PV, provided that pursuant to the provisions of Section IV, another entity hereafter may become Primary Benefited Owner with respect to any or all of the rights of Primary Benefited Owner

8. "Roadway Improvements" shall mean all improvements to or widening or realignment of Lincoln Boulevard on the Burdened Property which are contemplated by the Revised Playa Vista Plan, provided that such widening of Lincoln Boulevard shall in no material respect be more extensive or intrusive on the Burdened Property than as outlined in Exhibit D.

9. "Stipulated Judgment" shall mean the Judgment entered pursuant to the Stipulation; it being understood that if no Stipulated Judgment exists or if the Stipulated Judgment is rescinded or otherwise rendered void, the validity and enforceability of any provision of this Agreement shall not be affected thereby.

10. "Stipulation" shall mean that certain Stipulation for Entry of Judgment dated _____ respecting that certain litigation brought by Friends of Ballona Wetlands, inter alia, in the Superior Court of the State of California, County of Los Angeles, Case No. C525 826, as executed by all parties to such litigation; it being understood that if no Stipulation exists or if the Stipulation is rescinded or otherwise rendered void, the validity and enforceability of any provision of this Agreement shall not be affected thereby.

11. "Wetlands Trustees" shall mean the trustees of the Ballona Wetlands, as more particularly defined in the Stipulation.

B. Nature of Covenants, Conditions, Restrictions and Easements. Burdened Owner hereby establishes and agrees with Area C Owner that the Burdened Property, and each and every

in furtherance of the development of the Burdened Property shall be performed (a) in a good, professional and workmanlike manner in accordance with prevailing industry standards with respect to such work, and (b) in full compliance with all laws, ordinances and regulations applicable to the Burdened Property.

III. EASEMENTS

A. Grant of Easements.

1. General Easement. Subject to the applicable terms and conditions contained herein, Burdened Owner hereby establishes, reserves and grants to Primary Benefited Owner, a perpetual, irrevocable, non-exclusive easement in gross, with the right to grant and transfer the same pursuant to the terms hereof, over and right at any time to enter upon, pass over and along, and otherwise alter, improve, use, repair and maintain all or any portion of the Burdened Property, all to the extent reasonably necessary for purposes of planning, processing, installing, maintaining, repairing, restoring and replacing perimeter landscaping, freshwater wetlands, saltwater wetlands and all storm drainage and ancillary facilities on the Burdened Property and for any or all other purposes which are consistent with the purposes and objectives of the Restoration Requirements, whether or not specifically set forth therein or expressly contemplated thereby, as Primary Benefited Owner may reasonably require, whether in connection with the development of all or any portion of Playa Vista or otherwise.

2. Roadway Improvement and Widening Easements.

Subject to the applicable terms and conditions contained herein,

Burdened Owner hereby establishes, reserves and grants to Primary Benefited Owner, a perpetual, irrevocable, non-exclusive easement in gross, with the right to grant and transfer the same pursuant to the terms hereof, over and right at any time to enter upon, pass over and along, and otherwise alter, improve, use, repair and maintain: (a) all or any portion of the Burdened Property, to the extent reasonably necessary for purposes of planning and processing each Roadway Improvement, provided that such easement shall remain effective only until the precise location of each Roadway Improvement has been determined; and (b) that portion of the Burdened Property which constitutes the precise location of each Roadway Improvement (after the precise location of such Roadway Improvement has been determined), to the extent reasonably necessary for purposes of the planning, processing, construction, installation, repair, maintenance and use of such Roadway Improvement. After the precise location of a Roadway Improvement has been determined, Burdened Owner and Primary Benefited Owner shall execute, acknowledge and record against the Burdened Property an amendment to this Agreement which shall set forth the precise description of the location of the easement for such Roadway Improvement. Subject to the applicable terms and conditions contained herein, Burdened Owner hereby establishes, reserves and grants to Primary Benefited Owner a perpetual, irrevocable, non-exclusive easement in gross, with the right to grant and transfer the same pursuant to the terms hereof, over and right to enter upon, pass over and along, and otherwise alter, improve, use, repair and maintain the Burdened Property,

at any time after the precise location of a Roadway Improvement has been determined, to the extent reasonably necessary for the purposes set forth in Section III.A.2.(b), including, without limitation, for purposes of using portions of the Burdened Property temporarily for roadways and storing of equipment and materials so long as such temporary uses do not permanently impair the implementation of the Restoration Requirements.

3. Easement Appurtenant. Subject to the applicable terms and conditions contained herein, Burdened Owner hereby establishes, reserves and grants to Benefited Owners, for the benefit of the Benefited Property, a perpetual, irrevocable, non-exclusive appurtenant easement over and right to enter upon and pass over and along the precise location of each improvement to the Burdened Property at any time after the construction of such improvement has been completed, for vehicular access, ingress and egress with respect to each Roadway Improvement, and for the use of, and, if necessary, for the restoration, repair and maintenance of, each improvement (including, without limitation, each Roadway Improvement) to the Burdened Property.

4. Section 404 Permit and Other Regulatory Approval Easement. Subject to the applicable terms and conditions contained herein, Burdened Owner hereby establishes, reserves and grants to Primary Benefited Owner, a perpetual, irrevocable, non-exclusive easement in gross, with the right to grant and transfer the same pursuant to the terms hereof, over and right at any time to enter upon, pass over and along, and otherwise alter, improve, use, repair and maintain all or any portion of the Burdened

Property, all to the extent reasonably necessary (a) in order to comply with any permit conditions which may be imposed upon any Benefited Owner by the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, as amended (33 U.S.C. § 1344), or (b) in order to comply with any other conditions imposed upon any Benefited Owner in connection with any other Regulatory Approvals (as defined in Exhibit F to the Trustee's Agreement).

5. Post-Dedication Easement. As provided in Section III.B., any easement or right to enter (collectively, "Easements") granted by Section III.A.1. (to the extent related solely to the Drainage Improvements), Section III.A.2. or Section III.A.3. shall automatically terminate with respect to any Drainage Improvement or Roadway Improvement upon the dedication of such Drainage Improvement or Roadway Improvement to any entity described in Section III.B., provided that (a) to the extent any Drainage Improvement thereafter requires any modification, alteration or realignment, the Easements set forth in Section III.A.1. shall remain in full force and effect with respect to such Drainage Improvement; (b) to the extent any Roadway Improvement or Drainage Improvement is dedicated but any landscaping or other improvements incidental thereto are not, Primary Benefited Owner shall continue to have a perpetual, irrevocable, non-exclusive easement in gross, with the right to grant and transfer the same pursuant to the terms hereof, over and right at any time to enter upon and pass over and along that portion of the Burdened Property which constitutes the precise

location of such Roadway Improvement or Drainage Improvement, all to the extent reasonably necessary for purposes of the replacement, restoration, repair and maintenance of such incidental landscaping and other improvements and all at the expense of Primary Benefited Owner; and (c) to the extent the governmental or public agency or other entity which is accepting the dedication does not assume all obligations with respect to the Drainage Improvement or Roadway Improvement being dedicated, Primary Benefited Owner shall continue to have a perpetual, irrevocable, non-exclusive easement in gross, with the right to grant and transfer the same pursuant to the terms hereof, over and right at any time to enter upon and pass over and along that portion of the Burdened Property which constitutes the precise location of such Drainage Improvement or Roadway Improvement, all to the extent reasonably necessary for purposes of fulfilling any obligation which is not so assumed or fulfilled and all at the expense of Primary Benefited Owner.

B. Public Dedication. Upon the request of Primary Benefited Owner, Burdened Owners shall join with Primary Benefited Owner in any irrevocable offer to dedicate to the City of Los Angeles or other appropriate governmental or public agency, any public or private utility, any community association, any quasi-public organization or any mutual benefit corporation, their interest in any or all Drainage Improvements or any or all Roadway Improvements (including, without limitation, all rights-of-way therefor), provided that in each such instance: (1) the City of Los Angeles or such other entity, upon acceptance of such

PLAYA VISTA

(AREA A)

THOSE PORTIONS OF THE RANCHO LA BALLONA IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 3 AT PAGES 204 TO 207 INCLUSIVE OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A1

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 2 AS SHOWN ON A MAP OF TRACT NO. 25165, RECORDED IN BOOK 674, PAGES 30 TO 34 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING ALSO ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LINCOLN BOULEVARD AT WHICH POINT SAID RIGHT-OF-WAY IS 110 FEET IN WIDTH, 50 FEET TO THE NORTHEAST AND 60 FEET TO THE SOUTHWEST AS SHOWN ON SAID MAP OF TRACT NO. 25165, THENCE SOUTH $51^{\circ}11'19''$ EAST, 544.25 FEET; THENCE NORTH $26^{\circ}48'41''$ EAST 10.00 FEET AT WHICH POINT THE RIGHT-OF-WAY OF LINCOLN BOULEVARD NARROWS TO 100 FEET IN WIDTH LYING 50 FEET ON EACH SIDE OF THE CENTERLINE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH $51^{\circ}11'19''$ EAST, 205.31 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 1950.00 FEET AND CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID CURVE 348.09 FEET, THROUGH A CENTRAL ANGLE OF $10^{\circ}13'40''$ TO A POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN A DEED RECORDED IN BOOK 11722 AT PAGE 329, OFFICIAL RECORDS OF SAID COUNTY, THENCE SOUTH $4^{\circ}01'24''$ WEST, 27.66 FEET ALONG SAID NORTHWESTERLY LINE TO THE WESTERLY CORNER OF SAID LAND, THENCE SOUTH $55^{\circ}58'26''$ EAST 60.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LAND TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CULVER BOULEVARD, THENCE SOUTH $4^{\circ}01'24''$ WEST, 40.06 FEET ALONG SAID RIGHT-OF-WAY TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET, THENCE SOUTHWESTERLY 395.53 FEET ALONG SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF $25^{\circ}10'49''$ TO A POINT ON THE NORTHWESTERLY LINE OF THE BALLONA CHANNEL 350 IN WIDTH AS DESCRIBED IN THE DECREE OF CONDEMNATION TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RECORDED IN BOOK 16362, PAGE 191, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID NORTHWESTERLY LINE OF BALLONA CHANNEL SOUTH $55^{\circ}51'31''$ WEST 395.36 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 2 OF TRACT NO. 25165, THENCE ALONG SAID LINE NORTH $4^{\circ}01'24''$ WEST 490.00 FEET TO A COUNTY SURVEY BRASS CAP SHOWN ON COUNTY SURVEYOR FIELD BOOK 2387 AT PAGE 25 ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY AND SHOWN ON SAID MAP OF TRACT NO. 25165, THENCE ALONG THAT CERTAIN COURSE IN THE WESTERLY LINE OF LOT 2 SHOWN AS HAVING A BEARING OF "NORTH" ON SAID MAP OF TRACT NO. 25165, NORTH $00^{\circ}00'11''$ WEST, 134.19 FEET TO A COUNTY SURVEY BRASS CAP SHOWN ON PAGE 26 OF SAID COUNTY SURVEYOR FIELD BOOK 2387 AND ON SAID MAP OF TRACT NO. 25165, THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LOT 2 NORTH $31^{\circ}00'39''$ EAST, 291.42 FEET TO A COUNTY SURVEY BRASS CAP SHOWN ON SAID PAGE 26 OF SAID COUNTY SURVEYOR FIELD BOOK AND ON SAID MAP OF TRACT NO. 25165, THENCE NORTH $67^{\circ}07'31''$ EAST, 1117.89 FEET TO A COUNTY SURVEY BRASS CAP SHOWN ON PAGE 27 OF SAID COUNTY SURVEYOR FIELD BOOK 2387 AND ON SAID MAP OF TRACT NO. 25165, THENCE ALONG THE BOUNDARY OF SAID LOT 2 NORTH $67^{\circ}07'31''$ EAST, 1929.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,821.767 SQ. FEET, 156.2406 ACRES MORE OR LESS

PARCEL A2

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE BALLONA CHANNEL (350 WIDE) AND THE SOUTHWESTERLY RIGHT-OF-WAY OF LINCOLN BOULEVARD (100 WIDE), THENCE SOUTH $55^{\circ}51'31''$ WEST, 220.36 FEET ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF BALLONA CHANNEL TO A POINT ON A CURVE IN THE EASTERLY RIGHT-OF-WAY LINE OF CULVER BOULEVARD, CONCAVE TO THE EAST, HAVING A RADIUS OF 680.00 FEET AND TO WHICH A RADIAL BEARS NORTH $77^{\circ}04'30''$ WEST, THENCE ALONG SAID CURVE AND RIGHT-OF-WAY 250.43 FEET THROUGH A CENTRAL ANGLE OF $21^{\circ}06'04''$, THENCE NORTH $4^{\circ}01'24''$ EAST 11.24 FEET TO A POINT ON A CURVE IN SAID SOUTHWESTERLY RIGHT-OF-WAY OF LINCOLN BOULEVARD CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1950.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH $53^{\circ}54'25''$ EAST, THENCE SOUTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE 137.56 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}02'33''$ TO THE POINT OF BEGINNING.

CONTAINS 17,441.50 FEET, 0.4000 ACRES MORE OR LESS

THIS LEGAL DESCRIPTION AS DESCRIBED IS DELINEATED ON ACCOMPANYING LEGAL DESCRIPTION MAP AND MADE A PART HEREOF FOR REFERENCE PURPOSES.

THIS LEGAL DESCRIPTION IS NOT INTENDED FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

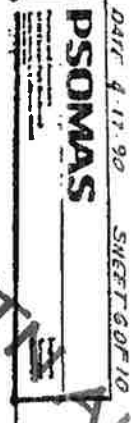


PREPARED UNDER THE SUPERVISION OF.

Edward J. Stewart
EDWARD J. STEWART, LS 5192
MY LICENSE EXPIRES: 6-30-91

TATTN AUTHENTICATED COPY SA FOBS VS CCC

PARCEL A1 & A2 QUAD II



A = 21° 06' 01" ✓
 R = 640.00'
 L = 250.43'

(P.O.B.
 Parcel A2
 Parcel A2
 Parcel II
 12/14/2015

QUAD 11 - AREA C

BALLONA

PANCEL

PART 3

PARCEL

EXCEPTION
FROM PARCEL 2
FOR NEW WETLANDS
PARCEL.

— 45 —

AREA D)

CHERRY

QUAD IV

PSOMIA S

TATTN JTR DOCUMENT 261

LEGAL DESCRIPTION MAP

PARCEL D1 QUAD 27

TATTN AU



N 61° 14' 56" E
87.86'
Point of Beginning
True Point of Beginning

Southeasterly Line of the
380 ft. Strip of land per
Decree of Condemnation
No. L.A.C.F.C.D. per Book
16382, pg. 191, D.R.

Lincoln Blvd.
N 28° 23' 33" W

N 55° 51' 10" E
50.22'

490.00' T
N 28° 45' 35" W

1042.93'
Blvd.

N 59° 27' 37" W

453.98'
N 28° 45' 35" W

N 28° 43' 04" W

561' 14" 25" W
6.00'

Easterly Right of
Way of Lincoln Blvd
as Described in
Instrument No 8730,
Book 8402, Page 15
at Date, recorded
June 15, 1968

Parcel D1
1242060 SQ. FT.
29.6611 Acres

N 55° 51' 10" E
77.27'

Ballona Creek Easement
(L.A.C.F.C.D. Easement)

1153.39'
15'

A=78° 12' 16" R=17.00'

L=23.20'

S 16° 57' 20" E 41.37'

S 73° 02' 40" W 13.50'

S 16° 57' 20" E

S 16° 57' 20" E

Southwesterly Right
of Way of City Street
Per Tract 87933
Book 801, Page 76
of Maps

S 82° 27' 20" E
89.95'

1093.89'

1200.50'

Easterly Line of Tract
named "Jose De La Luz Machado"
26.82155 Acres

DATED 4-19-90 SHEET 9 OF 10

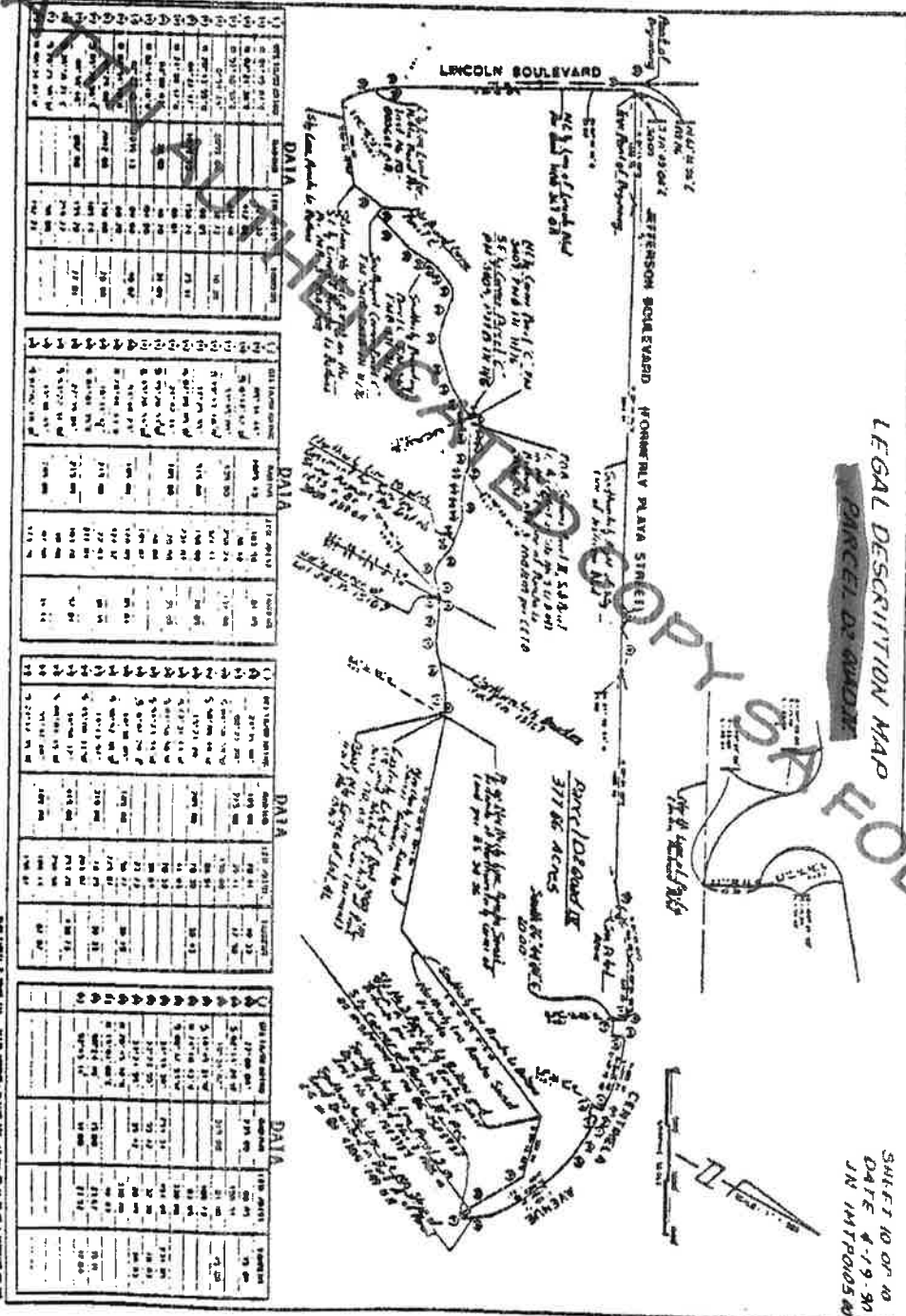
PSOMAS

Survey and Mapping
SUN Survey Inc. Surveyors
San Francisco, California 94103
415-440-0777

Survey
Engineer

FOBS VS CCC

SAF-1 10 OF 10
DATE 4-19-80
JN 147P010500



[illegible][illegible]

**DETAIL B
NO SCALE**

PSOMAS

SEE ABOVE LEFT

6

AGREEMENT

AMONG

**THE CONTROLLER OF THE
STATE OF CALIFORNIA,**

MAGUIRE THOMAS PARTNERS - PLAYA VISTA AREA C,
a California limited partnership,

AND

MAGUIRE THOMAS PARTNERS - PLAYA VISTA,
a California limited partnership

September 28, 1990

EXHIBIT J

Wetlands Guidelines and Policies

This exhibit sets forth and defines the parameters for restoration and management of the Ballona Wetlands. It is intended to serve as a charter of the intentions of Petitioners and MTP-PV with respect to the specific details to be finalized in the Wetlands Restoration Plan, with sufficient detail to provide a clear understanding of the intent of Petitioners and MTP-PV as to the purpose and objectives of the Wetlands Restoration Plan, including the following:

- A. The ecological and design features for restoration and maintenance of the Ballona Wetlands;
- B. The selection, powers and role of the Wetlands Trustees and the rules governing the Wetlands Trustees in the restoration, management and operation of the Ballona Wetlands;
- C. A management plan for the Ballona Wetlands and costs associated with such management;
- D. MTP-PV's intent to donate the Ballona Wetlands to a governmental or other public benefit entity; and
- E. The location and use of an interpretive center.

To the extent such details are unavailable, the exhibit for the Wetlands Guidelines and Policies are intended to establish a mechanism and procedures for the orderly completion of the same.

The statement of goals and objectives (the "Goals and Objectives") attached hereto as Annex A have been adopted by the Representatives as the goals and objectives guiding the design and implementation of the Wetlands Restoration Plan.

In addition, these Wetlands Guidelines and Policies set forth elaboration and detail on the following Wetlands-related matters which have been agreed to between Petitioners and MTP-PV.

1. Formulation of the Wetlands Restoration Plan

(a) The Representatives, together with technical experts, will formulate the Wetlands Restoration Plan, establish the organizational structure of the Wetlands Foundation and appoint their respective representatives to the Wetlands Trustees. Decisions of the Representatives and the Wetlands Trustees shall be taken by majority vote. Any

EXHIBIT J

which would accommodate a mid-tidal restoration would adversely affect the practicability and cost of a subsequent full-tidal restoration of the saltwater wetlands. Nothing in this Section 1(d) shall be construed as diminishing MTP-PV's obligation to support the restoration of the Ballona Wetlands and funding of the Wetlands Restoration Plan consistent with the Wetlands Guidelines and Policies subject to the financial constraints on such obligation set forth in Section 2 below.

(e) The Wetlands Trustees or the Representatives shall have the authority to determine the nature of the Wetlands Restoration Plan (including whether the saltwater wetlands restoration component of such plan will be a full-tidal restoration or mid-tidal restoration) and the timing for implementation of its various components. The Wetlands Trustees or Representatives may defer commencement of the saltwater wetlands restoration for so long as they may reasonably determine to accommodate pursuit of funding for a full-tidal restoration. Notwithstanding the foregoing, if at any time any public agency with final jurisdiction should require restoration of the saltwater wetlands as a condition to Development, MTP-PV may proceed with a mid-tidal restoration (subject to compliance with Section 2(b) below) at such time as it may reasonably determine such restoration to be necessary to permit it to commence in a timely manner any Development other than the "Phase I" Permitted Interim Development.

2. Funding of the Wetlands Restoration Plan.

(a) If no outside funding becomes available for the Wetlands Restoration Plan during the term of this Stipulation, including any funds from the sale of mitigation credits available to others, MTP-PV shall be obligated to expend \$10,000,000, as set forth below, on the restoration of the Ballona Wetlands (the "Restoration Fund"), which will include the Interim Fund described in Section 2(f) below; provided, however, that the Restoration Fund shall not include any money that has been spent to date by the National Autobahn Society nor will it include any costs attributable to the freshwater component of the Wetlands, including both the freshwater wetlands located west of Lincoln Boulevard and the riparian stream which is proposed to be located east of Lincoln Boulevard. MTP-PV will also exclude from restoration costs all costs associated with border landscaping around those portions of the Wetlands which are adjacent to developed portions of Playa Vista - specifically, those portions of the border along Lincoln and Jefferson Boulevards and the portion of Culver Boulevard

EXHIBIT J

located northerly of its proposed future intersection with Jefferson Boulevard. The Restoration Fund consists of \$8,000,000 for construction of physical improvements (including costs of designing, and obtaining permits to proceed with, the restoration) (the "Construction Fund") and \$2,000,000 to be held in trust for maintenance of the Ballona Wetlands (the "Maintenance Fund"). Any unexpended portion of the Restoration Fund shall be added to the Maintenance Fund.

(b) MTP-PV may not commence construction of any commercial or residential Development, other than the "Phase I" Permitted Interim Development, unless and until MTP-PV has funded or reasonably secured the availability of the unexpended portions of the Construction Fund, the proceeds of which may thereafter be expended upon demand by the Wetlands Foundation. Notwithstanding the foregoing, if any portion of the Construction Fund remains unexpended on the date which is one year from the date of the approval of the Local Coastal Program for the Revised Playa Vista Plan by the Coastal Commission (the "LCP Approval Date"), such unexpended portion shall be increased as expended by an amount proportionate to any increase in the Consumer Price Index from and after the LCP Anniversary Date. The Maintenance Fund shall commence accruing interest upon the LCP Anniversary Date (at the rate of interest for 12-Month Treasury Bills) for the account of the Wetlands Foundation for the purpose of maintaining the Ballona Wetlands. For the purposes of this section 2(b), the Consumer Price Index shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index of Urban Wage Earners and Clerical Workers (Revised Series), Subgroup "all items," entitled "Consumer Price Index of Urban Wage Earners and Clerical Workers (Revised Series), Los Angeles-Anaheim-Riverside Average, (1982-1984=100)."

(c)

(1) MTP-PV has configured and designed the Project in a manner intended to provide full compliance for mitigation required under federal and state law for the Project's proposed dredging/filling of isolated, degraded wetlands within the Project site. This compliance is intended to be achieved by creating an approximately 51.1 acre freshwater wetland system (as set forth in the Freshwater Plan), which would add approximately 43.2 acres of newly created wetlands to those previously designated by the U.S. Army Corps of Engineers.

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(2) This program is intended to make available as mitigation credits to others, including potentially the Ports of Long Beach and Los Angeles, a quantity of saltwater wetlands values sufficient to assure funding for a full tidal restoration of the saltwater wetlands.

(3) In recognition of the foregoing, if outside funding becomes available for the Wetlands Restoration Plan during the term of this Stipulation, including any funds from mitigation credits made available to others, MTP-PV shall be obligated to expend only such amounts from the Restoration Fund as may be necessary to fund the Wetlands Restoration Plan. MTP-PV shall be entitled to retain any unexpended portion of the Restoration Fund and any excess funds available from outside funding which are not necessary to fund the Wetlands Restoration Plan.

(d) The maximum amount of costs for the construction of a spillway between the fresh water system and the salt water system designed to maintain volumes of water generated by typical storm events within the freshwater system which will be chargeable against the Restoration Fund will be the lesser of 20% of such costs or \$210,000.

(e) The Restoration Fund will not be charged for any money that has been paid to date to the National Autobahn Society ("Autobahn") nor will it be charged for any costs attributable to the freshwater component of the Ballona Wetlands, including, but not limited to, both the freshwater wetlands located west of Lincoln Boulevard and the riparian stream which is proposed to be located east of Lincoln Boulevard. MTP-PV will also exclude from restoration costs all costs associated with border landscaping around those portions of the Ballona Wetlands which are adjacent to developed portions of Playa Vista - specifically, those portions of the border along Lincoln and Jefferson Boulevards and the portion of Culver Boulevard located northerly of its proposed future intersection with Jefferson Boulevard.

(f) MTP-PV will expend up to a maximum of \$1,000,000 (the "Interim Fund") for interim work toward restoration of the Ballona Wetlands. The Interim Fund will be applied against the Restoration Fund if the Revised Playa Vista Plan and the Wetlands Restoration Plan are approved. The Interim Fund consists of no more than \$250,000 to be expended on saltwater wetlands planning and design, \$50,000

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of which may be expended to retain an employee or consultant to seek out additional potential sources of funding for a full-tidal restoration of the Ballona Wetlands. If the Revised Playa Vista Plan is approved, the \$50,000 portion of any such expenditures would be charged against the project contingency portion of the Restoration Fund. If the Revised Playa Vista Plan is not approved or this Stipulation is terminated earlier in accordance with its terms, MTP-PV will be entitled to recoup any unexpended portion of the \$250,000 amount. The other \$750,000 of the Interim Fund will be used regardless of whether the Revised Playa Vista Plan is approved) for seeking Regulatory Approvals for, and upon obtaining such approvals, expeditiously commencing to:

(1) Initiate and conduct a demonstration dunes restoration on approximately eight acres along the western edge of the Ballona Wetlands;

(2) Plan and commence operation of a native plant nursery within the northeasterly four acres of the Eight Acre Parcel; and

(3) Commence restoration of the high salt marsh south of Jefferson and Culver Boulevards in order to reintroduce the growth of pickleweed and to establish a habitat for the Belding's savannah sparrow.

3. Interpretive/Educational Facilities.

(a) In addition to a small interpretive facility which is anticipated to be provided for in the Wetlands Restoration Plan and which would be located in the southeast portion of the expanded wetlands in Area B, MTP-PV agrees to make available a site of not to exceed three acres for the purpose of accommodating such a facility, parking and supporting grounds (the "Site"). The Site would be located in the southwest portion of Area D and could be used for construction of an interpretive/educational center related to the Ballona Wetlands. Although the Site will be made available free of charge, MTP-PV shall have no obligation with respect to the construction or maintenance cost of any facilities to be constructed thereon or any site improvements such as landscaping, access roads, parking, or tunnel connections to Area B.

(b) The Site will be so located as to permit connection to Area B by means of a tunnel underneath Lincoln Boulevard. Neither the necessity nor feasibility of such a connection has been determined at present. MTP-PV shall have final design review of any uses of the proposed Site.

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(c) The location of the Site may be changed subject to the approval of Petitioners, MTP-PV and all cognizant Public Agencies.

(d) At MTP-PV's discretion, the Site may also be used to accommodate other museum or educational facilities. MTP-PV has entered into a contract with Autobahn to support Autobahn's launching of a wetlands educational outreach program. This program may be expanded to include a permanent interpretive/educational facility if Autobahn or others are able to raise the necessary funds. If within three years of the date on which the Wetlands Restoration Plan has received all necessary Regulatory Approvals financing has not been made available for the interpretive/educational facility, MTP-PV shall be free, upon consultation with Petitioners, to devote the Site to other uses which are not incompatible with the Wetlands Restoration Plan.

EXHIBIT J

BALLONA WETLANDS

RESTORATION GOALS AND OBJECTIVES

Adopted by Representatives of the Friends of Ballona Wetlands, League of Coastal Protection, City of Los Angeles acting through the 6th Council District, Maguire-Thomas Partners-Playa Vista, and State Lands Commission representing the Controller of the State of California.

Final - August 10, 1990

GOAL:

Overall Goal:

To restore a dynamic, self-sustaining tidal wetland ecosystem that results in a net gain in wetland functions and a net gain in wetland acreage south of Jefferson Boulevard and west of Lincoln Boulevard and that serves as an estuarine link between Santa Monica Bay and the freshwater tributaries to the Ballona Wetlands.

The restoration program should either be a full-tidal or a mid-tidal system. The creation of a full-tidal system is the preferred alternative. Should, however, full-tidal restoration not be achievable, a mid-tidal system will then be constructed.

Definitions:

Full Tidal: Tidal range and/or elevations will be comparable to that in the Ballona Flood Control Channel.

Mid Tidal: Tidal range will be approximately half the mean range (or approximately 3 feet) of a full-tidal system.

Estuarine: A coastal embayment where tidal salt water is measurably diluted by freshwater, at least seasonally.

Habitat: An area that provides appropriate shelter, food, and other factors necessary for the survival of a specific organism.

Objectives:

1. Biological

- a. To create a diverse, integrated salt marsh system that provides habitat for native coastal wetland-dependent fish (including invertebrates) and wildlife.
- b. To create a freshwater marsh that provides functions in water quality enhancement and habitat for fish and wildlife.
- c. To provide mix of habitat types for regional and coastal

dependent sensitive, rare, or endangered species that considers the needs of the species within the region.

- d. To contribute to the diversity and production of wetland-dependent fish (including invertebrates) and wildlife in Santa Monica Bay.

To restore the natural plant diversity that had been present in the Ballona Wetlands.

- f. To create a system that can accommodate the natural succession of coastal wetland ecosystems.
- g. To develop a phasing program that protects, as feasible, existing native animal populations.
- h. To salvage native wetland plants at the site and to use them to recolonize the reconstructed wetlands during the restoration process.
- i. To allow for a brackish water ecotone between the salt marsh and freshwater marsh.
- j. To control populations of exotic, non-native plants and animals.
- k. To create, where feasible, sufficient and adequate native upland buffers that aid in maintaining and/or restoring wildlife resources and serving as a biological link to the adjacent wetlands.

2. Water Quantity

- a. To assure adequate salt water to maintain the salt marsh system.
- b. To assure freshwater for the freshwater wetland system.
- c. To allow seasonal freshwater flushing of the saltwater system that considers interannual variability.
- d. To provide sufficient capacity in water control structures to maintain tidal flushing as the wetland matures.
- e. ~~To provide stormflow capacity for the 50-year storm event, both storage and outflow.~~
- f. To allow flexibility in design to modify flows in various systems.

3. Water Quality

- a. To maintain dissolved oxygen levels above 5 ppm (parts

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the restoration program to test proposed concepts of the proposal.

- d. To document the environmental baseline and changes in the system following restoration.
- e. To establish an organization or committee to advise on appropriate educational and/or research activities.

7. Infrastructure

- a. To develop cost-effort solutions to deal with modifications of existing infrastructure needed to meet biotic and hydrologic goals.
- b. To isolate incompatible facilities that cannot be moved.
- c. To develop cost-effect solutions to protect existing infrastructure that cannot be moved.

8. Long-Term Management

- a. To provide qualified staff to perform management of the wetland.
- b. To create a mechanism for adjustments to these objectives and to accommodate unforeseen problems.
- c. To allow changes to the restoration plan and/or management objectives to incorporate new technologies and/or knowledge of coastal wetlands or the Ballona system, consistent with budgetary limitations.
- d. To establish long-term maintenance or replacement schedules and responsibilities for such schedules.

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Uses and Restrictions on Eight-Acre Parcel

Petitioners and MTP-PV agree that the Eight-Acre Parcel will be divided into two four-acre parcels with four acres (the "Wetlands Related Area") to be reserved for Ballona Wetlands related activities and ancillary related structures such as viewing platforms, nurseries for cultivation of native plants and other uses consistent with and complimentary to the Wetlands, while the remaining four acres (the "Parking Area") will be used solely for landscaped surface parking to serve businesses and multi-family residential buildings on Culver Boulevard. A 15 foot wide strip along the Southerly border of the Eight-Acre Parcel may be used for relocation of the existing alleyway and/or relocation of any improvements presently located on Culver Boulevard if required in order to accommodate mitigation measures imposed by Public Agencies.

The Parking Area will be landscaped in a manner minimizing impacts to the Ballona Wetlands from lighting. The lighting within the Parking Area will be as close to the ground as feasible, will be designed to avoid shining into the Ballona Wetlands and will not have unscreened lamps.

MTP-PV will design the Parking Area to accommodate any requirements in the Wetlands Restoration Plan for a point of access to the Ballona Wetlands through the Parking Area for wetlands restoration and maintenance work. Such point of access will be available only to authorized personnel working within the Ballona Wetlands. At such time as MTP-PV constructs the Parking Area, it will designate fifteen reserved parking spaces within the Parking Area adjacent to or in close proximity to such point of access for vehicular parking by participants in and visitors to Wetlands-related activities, provided, however, that MTP-PV shall have no obligations to enforce such reserved right and, therefore, does not guarantee that the spaces will at all times be available for such purpose.

MTP-PV will install and maintain lighting, fencing and such other reasonable security measures recommended by the Los Angeles Police Department as it believes to be reasonably necessary to protect the Parking Area from vandalism and crime.

At such time as the berm to be located within the Eight-Acre Parcel has been designed, the Parking Area and the Wetlands-Related Area will be reconfigured to reduce the size of the Parking Area by an area approximately equal to ¼ of the total area within the Eight-Acre Parcel which is occupied by the berm.

Covenants, conditions and restrictions ("CC&R's") running with the land covering the Eight-Acre Parcel to effect these uses and restrictions are attached hereto as Annex A. The CC&R's will be recorded upon final approval of the Revised Playa

Ballona Wetlands

Restoration of the Salt Marsh

Introduction

This document describes alternatives for the restoration of the Ballona Wetlands. The alternatives were prepared using the *Restoration Goals and Objectives* adopted by the Ballona Wetlands Committee. The preferred alternative is described in detail and illustrations of this alternative are provided. Other alternatives are compared to it. It is expected that additional alternatives could be developed during the environmental review of this project.

Goals and Objectives

The design for the restoration of the Ballona Wetlands is based on a set of goals and objectives developed by the Ballona Wetlands Committee. These goals and objectives are provided in Table 1.

Table 1:

BALLONA WETLANDS RESTORATION GOALS AND OBJECTIVES

Adopted by Representatives of the Friends of Ballona Wetlands,
League of Coastal Protection, City of Los Angeles acting through the 6th Council District,
Maguire Thomas Partners-Playa Vista, and
State Lands Commission representing the Controller of the State of California.
Final - August 10, 1990, as amended

Overall Goal:

To restore a dynamic, self-sustaining tidal wetland ecosystem that results in a net gain in wetland functions and a net gain in wetland acreage south of Jefferson Boulevard and west of Lincoln Boulevard and that serves as an estuarine link between Santa Monica Bay and the freshwater tributaries to the Ballona Wetlands.

The restoration program should consider both full-tidal or mid-tidal options. The creation of a mixed-tidal system (i.e., a system having a mid-tidal range in the North and South Wetlands and a full-tidal range in the North-East and East Wetlands) is the preferred alternative.

Definitions:

Full Tidal: Tidal range and/or elevations will be comparable to those in the Ballona Flood Control Channel.

Mid Tidal: Tidal range will be approximately half the mean range (or approximately 3 feet) of a full-tidal system.

Estuarine: A coastal embayment where tidal salt water is measurably diluted by freshwater, at least seasonally.

Habitat: An area that provides appropriate shelter, food, and other factors necessary for the survival of a specific organism.

Objectives:

1. Biological

- a. To create a diverse, integrated salt marsh system that provides habitat for native coastal wetland-dependent fish (including invertebrates) and wildlife.
- b. To create a freshwater marsh that provides functions in water quality enhancement and habitat for fish and wildlife.
- c. To provide mix of habitat types for regional and coastal dependent sensitive, rare, or endangered species that considers the needs of the species within the region.
- d. To contribute to the diversity and production of wetland-dependent fish (including invertebrates) and wildlife in Santa Monica Bay.
- e. To restore the natural plant diversity that had been present in the Ballona Wetlands.
- f. To create a system that can accommodate the natural succession of coastal wetland ecosystems.
- g. To develop a phasing program that protects, as feasible, existing native animal populations.
- h. To salvage native wetland plants at the site and to use them to recolonize the reconstructed wetlands during the restoration process.
- i. To allow for a brackish water ecotone between the salt marsh and freshwater marsh.
- j. To control populations of exotic, non-native plants and animals.
- k. To create, where feasible, sufficient and adequate native upland buffers that aid in maintaining and/or restoring wildlife resources and serving as a biological link to the adjacent wetlands.

2. Water Quantity

- a. To assure adequate salt water to maintain the salt marsh system.
- b. To assure freshwater for the freshwater wetland system.
- c. To allow seasonal freshwater flushing of the saltwater system that considers interannual variability.
- d. To provide sufficient capacity in water control structures to maintain tidal flushing as the wetland matures.
- e. To provide stormflow capacity for the 50-year storm event, both storage and outflow.
- f. To allow flexibility in design to modify flows in various systems.

3. Water Quality

- a. To maintain dissolved oxygen levels above 5 ppm (parts per million) in all water areas.
- b. To assure seasonal fluctuations in salinities to promote salt marsh plant diversity.

- c. To minimize pollutant input from urban runoff into the salt marsh and Santa Monica Bay.
- d. To protect the wetland system from accidental spills in the Ballona Flood Control Channel and the adjacent ocean.

4. Soils and Sedimentation

- a. To accommodate natural sedimentation and erosion of the tidal channels within the design of the system.
- b. To allow natural accretion of sediment or create elevational contours within the wetland to accommodate sea-level changes.
- c. To maintain soil moisture and salinity at appropriate levels for the types of salt marsh vegetation desired.
- d. To remove contaminated or hazardous soil from the site, if present, prior to construction.

5. Public Access/Recreation

- a. To enhance the opportunity of observation and appreciation of coastal biological resources in Southern California consistent with protecting the biological values of the wetlands system.
- b. To provide public trails and viewing areas around the perimeter of the wetlands with interpretive displays, where feasible.
- c. To create passive recreational/public interpretive facilities off-site.

6. Education/Research

- a. To develop a docent program to aid in educating the public on the values of the wetlands and their role in maintaining the biological integrity of Santa Monica Bay.
- b. To use state-of-art wetland restoration research in implementing the restoration program.
- c. To initiate, when necessary and where feasible, pilot research programs prior to full scale implementation of the restoration program to test proposed concepts of the proposal.
- d. To document the environmental baseline and changes in the system following restoration.
- e. To establish an organization or committee to advise on appropriate educational and/or research activities.

7. Infrastructure

- a. To develop cost-effective solutions to deal with modifications of existing infrastructure needed to meet biotic and hydrologic goals.
- b. To isolate incompatible facilities that cannot be moved.

- c. To develop cost-effective solutions to protect existing infrastructure that cannot be moved.

8. Long-Term Management

- a. To provide qualified staff to perform management of the wetland.
- b. To create a mechanism for adjustments to these objectives and to accommodate unforeseen problems.
- c. To allow changes to the restoration plan and/or management objectives to incorporate new technologies and/or knowledge of coastal wetlands or the Ballona system, consistent with budgetary limitations.
- d. To establish long-term maintenance or replacement schedules and responsibilities for such schedules.

The Salt Marsh Restoration Project

The Preferred Alternative

Introduction

Within an approximately 215-acre site in Area B, the project proposes to establish an approximately 190-acre salt marsh system. Within this area, there are currently approximately 155 acres of wetlands as delineated by the Corps of Engineers. The California Coastal Commission has found that these wetlands are degraded. The remaining 25 acres of the parcel contains a site for wetland support facilities, a degraded coastal dune system that is to be restored, Hasting's Canyon alluvial fan, lower portions of the Playa Del Rey Bluffs that are to be restored as coastal sage scrub, and Gas Company monitoring wells and service roads.

Establishment of this system will include three actions: (1) enhancement of the western portion of existing wetlands by reestablishing tidal flows to a mid-tidal regime, (2) restoration of the eastern portion of the wetlands by reestablishing tidal flows to a full-tidal regime, and (3) creation of new wetlands from existing uplands. These three actions will be termed the "salt marsh restoration project" or "restoration project". The remainder of the area will have three uses: (1) retained as Gas Company facilities, (2) restored as upland habitat or (3) provide wetlands support facilities.

For purposes of this description, the area designated for the salt marsh restoration has been divided into four subareas: (1) the North Wetlands, generally the area located north of Culver Boulevard, west of the Gas Company berm, south of the Ballona Channel, and east of Playa del Rey; (2) the South Wetlands, generally the area located west of the Gas Company service road, southeast of Culver Boulevard and north of the Playa del Rey Bluffs; (3) the North-East Wetlands, generally the area located east of the Gas Company berm, north of Culver Boulevard, west of the proposed realignment of Culver Boulevard between Jefferson Boulevard and the Ballona Channel, and south of the Ballona Channel; and (4) the East Wetlands, generally the area located west of freshwater marsh berm, south of Jefferson Boulevard, east of the Gas Company service road, and north of the Playa del Rey Bluffs.

A fourth activity is also proposed. That activity is the widening and realignment of Culver Boulevard through the wetlands. This activity is outside of the 215-acre habitat parcel. Culver Boulevard will be widened from Playa del Rey to the Marina Freeway. The road will also be realigned to turn northeastward at approximately the existing Culver/Jefferson intersection, cross the Ballona Channel by means of a new bridge structure, and then travel east in Area A paralleling the north levee of the Ballona Channel. The realigned roadway in Area B will serve as the eastern border of the restored North-East Wetlands. The

modifications proposed for Culver Boulevard are needed to provide regional transportation capacity in order to delete the proposed extension of Falmouth Avenue through the wetlands as required by the Highways and Freeways Element of the City of Los Angeles General Plan. The modifications to Culver Boulevard will require the fill of approximately 2.4 acres of salt marsh wetlands.

Mitigation for loss of 2.4 acres of salt marsh wetlands due to the modification of Culver will be provided by 2.4 acres of wetlands within a designated 5.3 acre site of the salt marsh restoration project in the manner and subject to the conditions set forth in Corps' Permit No. 90-426-EV.

General Project Description of the Salt Marsh Restoration Project

The salt marsh restoration project will be carried out by the construction of new culverts in the south levee of the Ballona Channel and under Culver and Jefferson Boulevards; by excavation to improve the hydraulic capacity of existing tidal channels and to create new tidal channels; by the creation of a levee and stormwater retention basin system to protect Culver Boulevard, Playa del Rey and Gas Company facilities; and by the revegetation of portions of the salt marsh with suitable native species. The project also proposes to monitor the restoration effort. Following the monitoring period, the restoration site will be managed and maintained by either a non-profit organization, a property owners association or a public or quasi-public entity.

New Tidal Culverts

Two new sets of tidal culverts, with and without tidegates, will be installed in the south levee of the Ballona Channel into the North Wetlands. The tidegates will be added to the existing culverts located at the eastern and western tidal channels into the North Wetlands. At the eastern channel, two 60-inch culverts with tidegates and two 45-inch culverts without tidegates will be installed. At the western channel, one 60-inch culvert with a tidegate and one 18-inch pipe without a tidegate will be installed. One box culvert, 4 feet in height by 10 feet in width, will be installed under Culver Boulevard to move water between the North and South Wetlands. This will provide for an approximately 2 foot mean tidal range in the North and South Wetlands.

A new set of tidal culverts will also be installed in the south levee of the Ballona Channel into the North-East Wetlands. This system will consist of two 60-inch culverts with tidegates and two box culverts (5 feet in height by 9 feet in width) without tidegates. Two box culverts, 5 feet in height by 15 feet in width, will be constructed in the vicinity of proposed relocated Culver/Jefferson intersection to move water between the North-East and East Wetlands. This will provide for an approximately 4 foot mean tidal range in the North-East and East Wetlands.

All of the new culverts without tidegates in the south levee of the Ballona Channel will contain a mechanism to adjust and/or close the culverts.

Excavation of Tidal Channels

In the North Wetland, the main tidal channel (the eastern channel) will be improved to provide hydraulic capacity, the northeastern tidal channel that parallels the Ballona Channel will be lengthened and a new southeastern tidal channel will be created. The eastern tidal channel will be excavated to an average elevation of -4 feet mean sea level (MSL). The channel bottom will be approximately 20 feet wide with the sides of the channel having a 5:1 slope (i.e., 5 feet on the horizontal to 1 foot on the vertical). The northeastern channel will be lengthened at its eastern end. The extended channel will have an average bottom elevation of -3 feet MSL, a bottom width of approximately 10 feet and 5:1 side slopes. The new southeastern tidal channel will be created with the same morphology as the northeastern tidal channel extension.

In the South Wetlands, the existing tidal channels will be deepened to a -3 feet MSL and widened to approximately 5 feet at the bottom with 5:1 side slopes.

Major excavation will be needed in the North-East and East Wetlands to create new tidal channels. The tidal channel in the North-East Wetland will be constructed to an elevation of approximately -4 feet MSL. The channel bottom will be approximately 40 feet in width with 5:1 side slopes. The remaining area will be recontoured to create mudflat and salt marsh habitat. The main tidal channel in the East Wetlands will have an average elevation of -4 feet MSL. The channel bottom will be 30 feet in width near the Culver/Jefferson intersection culverts. The channel bottom will taper to 20 feet in width toward its eastern end. The main channel will have 5:1 side slopes. Side channels approximately 5 feet in width at the bottom with 5:1 side slopes will also be excavated.

Centinela Ditch will also be improved throughout the wetlands. While it will be retained in its existing location, the bottom width will be increased to approximately 5 feet. The side slopes will be established at a 3:1 ratio.

Levee and Stormwater Retention System

A levee system will be constructed to an elevation of +8 feet MSL around the North and South Wetlands to protect Playa del Rey and the Gas Company facilities from flooding. The levee system will include two stormwater detention basins adjacent to the South Wetlands to collect run-off from the Playa Del Rey Bluffs, Culver Boulevard, and Gas Company facilities. Levees will also be constructed to an elevation of +11 feet MSL, largely along existing Gas Company service roads, to separate the South and East Wetlands and the North and North-East Wetlands.

In addition, the concrete vaults around existing wells will have to be raised as well as the well pads and other existing Gas Company service roads. In the North and South Wetlands, these facilities will need to be raised to a +8 feet MSL. In the North-East and East Wetlands, the facilities will need to be raised to a +11 feet MSL.

Revegetation Effort

There are over 20 species of native plants found in southern California salt marshes. Only ten are currently found in the Ballona Wetlands. Table 2 provides a list of these plants and the plants to be used in the salt marsh revegetation effort.

Table 2: List of Plants Found in Southern California Salt marshes and to be Planted at the Ballona Wetlands

Common Name	Scientific Name	Ballona Wetlands	
		Present	To Be Planted
	<i>Atriplex lentiformis</i>	X	X
	<i>Atriplex patula</i>	X	X
Saltwort	<i>Batis maritima</i>		X
Salt marsh Bird's-Beak	<i>Cordylanthus maritimus</i> spp.		X*
	<i>maritimus</i>		
Cressa	<i>Cressa truxillensis</i>	X	**
Salt marsh Dodder	<i>Cuscuta salina</i>		
Salt Grass	<i>Distichlis spicata</i>	X	X
Marsh Heather	<i>Frankenia grandifolia</i>	X	X
Seaside Heliotrope	<i>Heliotropium curassavicum</i>	X	
	<i>Hordeum depressum</i>		X
	<i>Isocoma veneta</i>		X
Jaumea	<i>Jaumea carnosa</i>	X	X
Spiny Rush	<i>Juncus acutus</i>		X
	<i>Lasthenia glabrata</i>		X
Sea Lavender	<i>Limonium californicum</i>		X
Shore Grass	<i>Monanthochloe littoralis</i>		X
Annual Pickleweed	<i>Salicornia bigelovia</i>		X***
Pickleweed	<i>Salicornia virginica</i>	X	X
Glasswort	<i>Salicornia subterminalis</i>	X	X
Cordgrass	<i>Spartina foliosa</i>		X***
	<i>Spergularia marina</i>		X
Sea Blite	<i>Suaeda californica</i>	X	X
Arrow Grass	<i>Triglochin coeinum</i>		X***

* Permits to re-establish the plant at Ballona will be sought from the U.S. Fish and Wildlife Service and California Department of Fish and Game

** Pioneer species. Replanting not considered necessary. Seed stock should be present in wetland soils.

*** In full-tidal system only. Suitable habitat not available in mid-tidal system.

Native plants present in the restoration areas will be salvaged and propagated at a native plant nursery. Permission will be sought from the U.S. Fish and Wildlife Service and the California Department of Fish and Game to collect material from nearby donor marshes. Possible donor marshes include Mugu Lagoon, Malibu

Lagoon, Cerritos Wetlands, Anaheim Bay, Bolsa Chica Wetlands, and/or Upper Newport Bay.

In addition, the reintroduction of endangered salt marsh bird's beak (*Cordylanthus maritimus maritimus*) may be tried on the salt marsh berm separating the freshwater wetland system from the salt marsh system and on the newly created berms and slopes of the restoration project. If this action is considered, approvals to reintroduce this plant would have to be sought from the U.S. Fish and Wildlife Service and California Department of Fish and Game under their respective authorities to manage endangered species.

Table 3 provides a summary of the approximately number of acres associated with each habitat type to be found in the wetlands when the restoration effort is completed:

Table 3: Summary of the Approximately Number of Acres Associated with Each Habitat Type to be Found in the Restored Wetlands

Habitat Type	Acres
<u>Wetlands</u>	
Subtidal	21.5
Intertidal Mudflat	47.0
Lower/Middle Salt Marsh	73.3
High Salt Marsh	28.4
Non-Tidal Pickleweed	2.1
Peripheral Halophyte Zone	<u>16.9</u>
SubTotal	189.2
<u>Uplands</u>	25.3
TOTAL	214.5

Monitoring Plan

A monitoring plan for hydrologic, water quality and biological components of the system will be proposed as part of the EIS/EIR which will be prepared for the project.

Alternatives to the Salt Marsh Restoration Plan

The project's EIS/EIR will evaluate a range of alternatives to the proposed salt marsh restoration project. At this time, two alternatives to the plan with three variations as to the source of tidal inflows have been identified. The two alternatives are (1) establishing the entire wetlands system as a mid-tidal system and (2) establishing the entire wetlands system as a full tidal system. The alternative sources of water include: (1) the Ballona Channel, (2) the Pacific Ocean, and (3) Marina del Rey. The proposed restoration project and all alternatives also include an option of constructing a sandy island or peninsula for nesting for the California least tern and other species.

The Mid-Tidal Alternative

In this alternative, all four subsections of the wetlands would have a mid-tidal range or about a 2-foot mean tidal range. The plan for the North and South Wetlands is substantially as described above, including plans for a levee and stormwater retention system, revegetation and a monitoring program, but culvert and channel sizes in the East and North-East Wetlands would be downsized. Two 60-inch pipes with flapgates and two 5-foot by 5-foot box culverts under the south levee of the Ballona Channel would allow tidal exchange into the North-East Wetlands. One 5-foot by 12-foot box culvert under Jefferson Boulevard would provide for tidal exchange into the East Wetlands. In addition, there would be a 36-inch culvert connecting the East and South Wetlands.

The tidal channel in the North-East Wetland would have a bottom width of approximately 30 feet in width. Side slopes of this channel would be approximately 5:1. The bottom of the tidal channel into the East Wetland would initially be approximately 10 feet in width and gradually narrow to its south-eastern end to approximately 5 feet in width.

The habitat mix for this alternative is provided in Table 4.

Table 4: Summary of the Approximately Number of Acres Associated with Each Habitat Type to be Found in a Mid-Tidal Restored Wetlands

Habitat Type	Acres
<u>Wetlands</u>	
Subtidal	21.0
Intertidal Mudflat	44.5
Lower/Middle Salt Marsh	63.5
High Salt Marsh	39.7
Non-Tidal Pickleweed	2.1
Peripheral Halophyte Zone	<u>17.4</u>
SubTotal	188.2
<u>Uplands</u>	26.3
TOTAL	214.5

The Full-Tidal Alternative

This alternative is similar to the applicant's proposed restoration plan except all four subsections of the wetlands would have a full tidal range or about a 4-foot mean tidal range. The plan for the North-East and East Wetlands including plans for a levee and stormwater retention system, revegetation and a monitoring program, is substantially as described above. The culverts into the North Wetlands and under Culver Boulevard to bring water into the South Wetlands would be significantly enlarged.

One 60-inch culvert with a flapgate and an 18-inch pipe without a flapgate would be installed in the south levee of the Ballona Channel at the existing western channel of the North Wetlands and two 60-inch culverts with flapgates and two 5-foot by 15-foot box culverts would be installed in the south levee of the Ballona Channel at the existing eastern channel of the North Wetlands. The eastern channel and the channel perpendicular to this channel in the North Wetlands would be dredged. The new bottom width of the eastern channel would be approximately 30 feet and the two channels perpendicular to this channel would have a bottom width of 10 feet. All channel slopes would be approximately 5:1. In addition, the tidal channels in the South Wetlands would be enlarged with a bottom width of approximately 10 feet and a 5:1 side slope.

In addition, the levee system around the entire area, the western portion of Culver Boulevard and protective measures for all Gas Company facilities would be raised to a +11 feet MSL.

The habitat mix for this alternative is provided in Table 5.

Table 5: Summary of the Approximately Number of Acres Associated with Each Habitat Type to be Found in a Full-Tidal Restored Wetlands

Habitat Type	Acres
<u>Wetlands</u>	
Subtidal	13.1
Intertidal Mudflat	45.8
Lower/Middle Salt Marsh	35.0
High Salt Marsh	66.1
Non-Tidal Pickleweed	21.2
Peripheral Halophyte Zone	<u>12.2</u>
SubTotal	193.4
<u>Uplands</u>	21.1
TOTAL	214.5

Water Source Alternatives

Ballona Channel

This alternative considers the Ballona Channel as the source of water for the tidal inflows for the wetlands. As described above, new culverts would be placed in the south levee of the Ballona Channel.

Pacific Ocean

This alternative would consider the Pacific Ocean as the source of water for the tidal inflows for the wetlands. New culverts or a new channel would be excavated through the existing community of Playa del Rey to directly link the salt marsh restoration areas with the Pacific Ocean.

Marina del Rey

This alternative would consider the main channel of Marina del Rey as the source of water for the tidal inflows for the wetlands. A culvert system would be constructed under the Ballona Channel and, perhaps, portions of Area A hydrologically linking the wetlands and Marina del Rey

Habitat Nesting "Island" Option









A habitat nesting island is an option that could be included in any alternative. The island or peninsula would be approximately 4 acres in size and be covered with sand. The most likely location for the nesting island would be the North-East wetlands.

Displays - Preferred Alternative

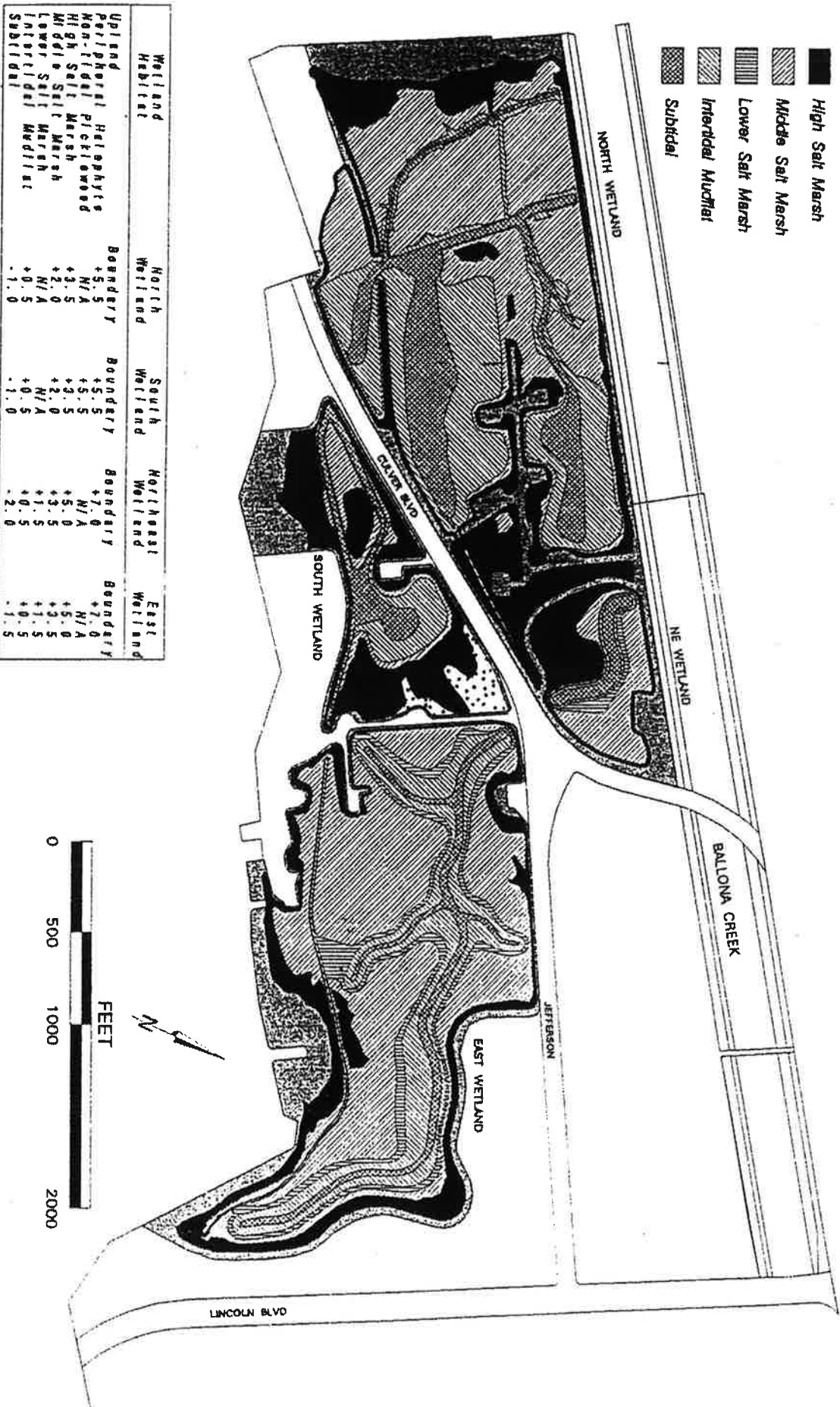
Prepared for
Save Ballona Wetlands

Salt Marsh Restoration Alternatives
May 31, 1995

Legend

-  Upland
-  Peripheral Halophyte Zone
-  Non-tidal Pickleweed
-  High Salt Marsh
-  Middle Salt Marsh
-  Lower Salt Marsh
-  Intertidal Mudflat
-  Subtidal

Playa Vista Conceptual Salt Marsh Design Wetland Habitat Distribution



Note: elevations are in feet above mean sea level (FT MSL).

Date: March 02, 1995

PSOMAS

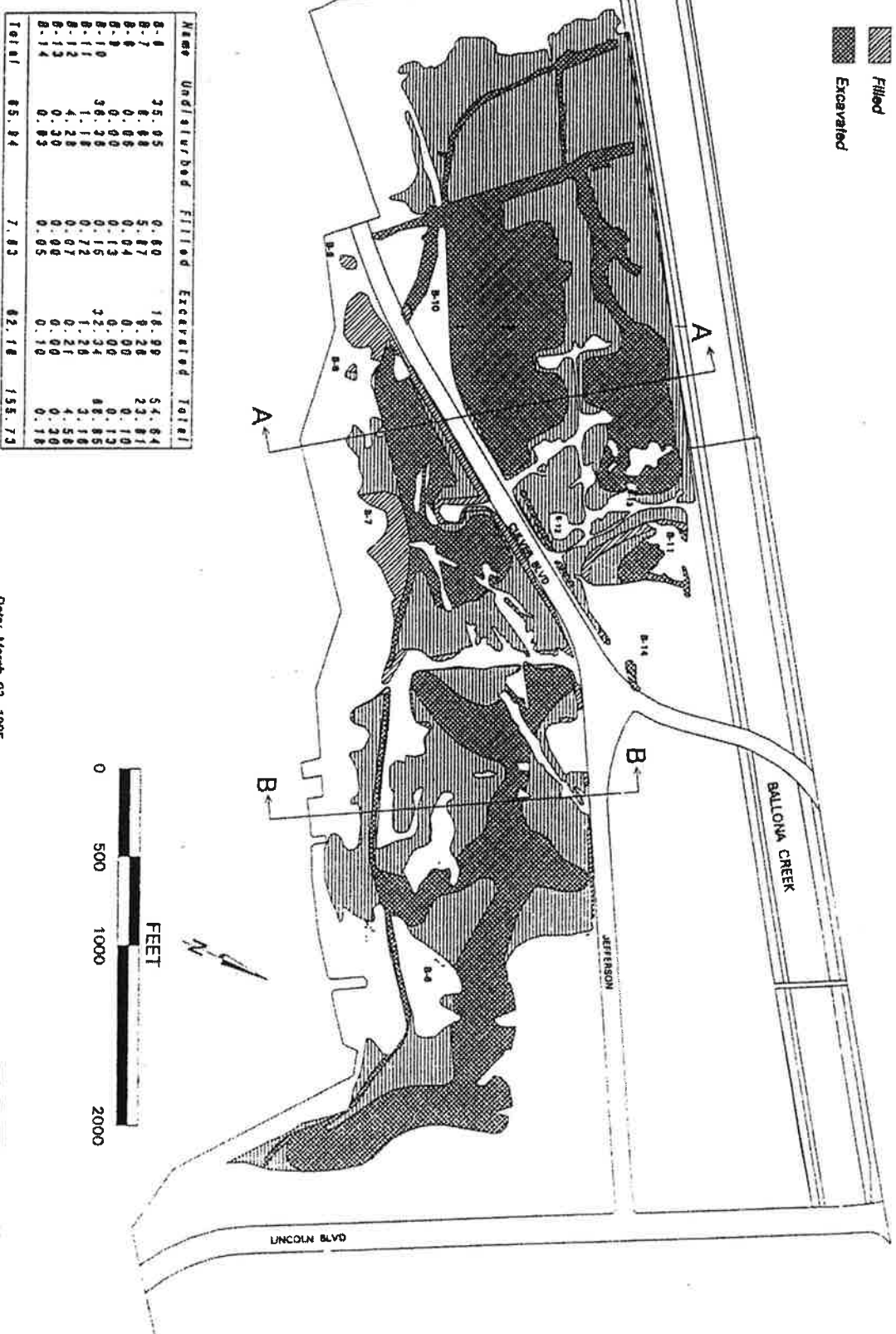
Planning and Assessment
111 9th Columbia Street, Suite 870

Engineers
Burlington

Legend

- Undisturbed
- Filled
- Excavated

Playa Vista Area "B" Federal Delineated Wetlands



Note: areas are in acres.

Date: March 03, 1995

Project Number: 1M/P0106.18

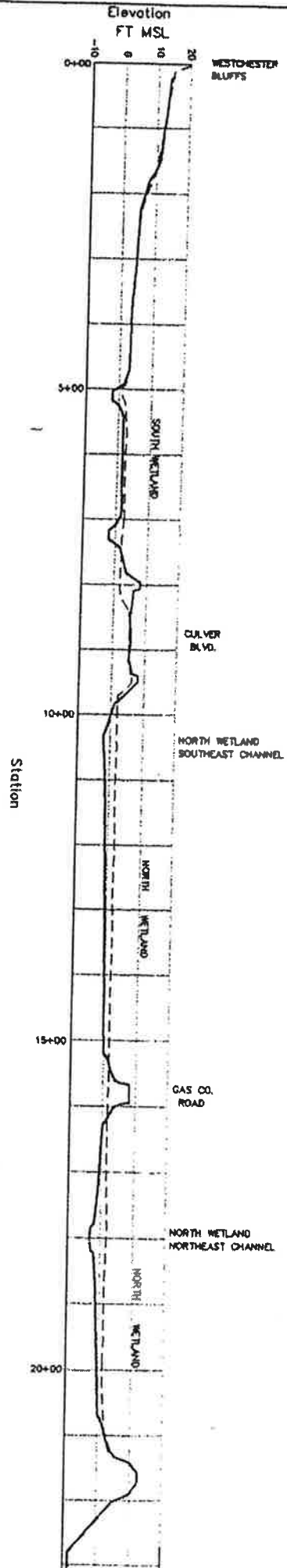
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PSOMAS

Planning and Analysis
111 SW Columbia Street, Suite 870
Portland, Oregon 97201
503/223-7180 503/223-7238 (FAX)

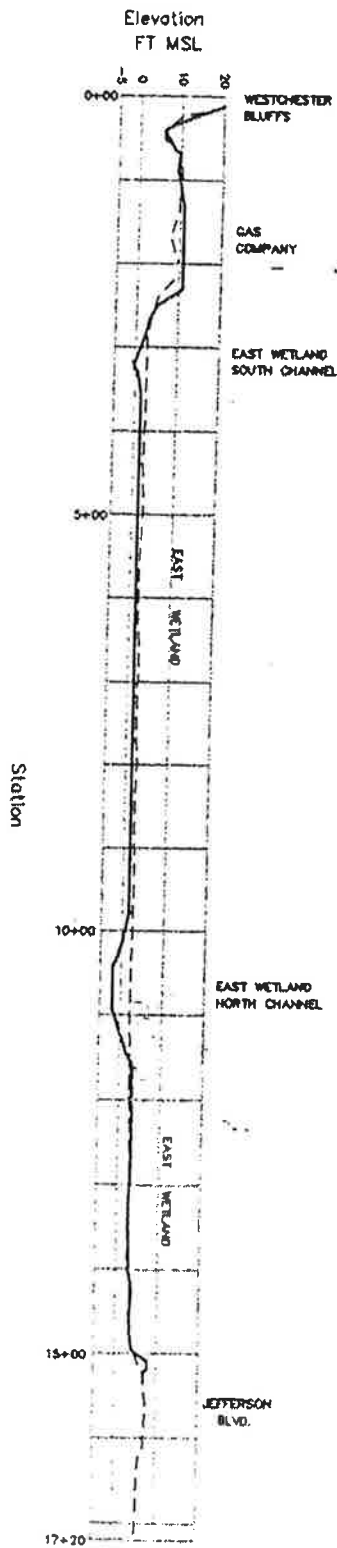
Engineers
Surveyors
Planners

SECTION A-A



---	EXISTING
---	HYBRID CONCEPTUAL CHANNEL DESIGN
Scaled 5.00 Times Vertical	
Scaled 1.00 Times Horizontal	

SECTION B-B



---	EXISTING
---	HYBRID CONCEPTUAL CHANNEL DESIGN
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Scaled 1.00 Times Horizontal	

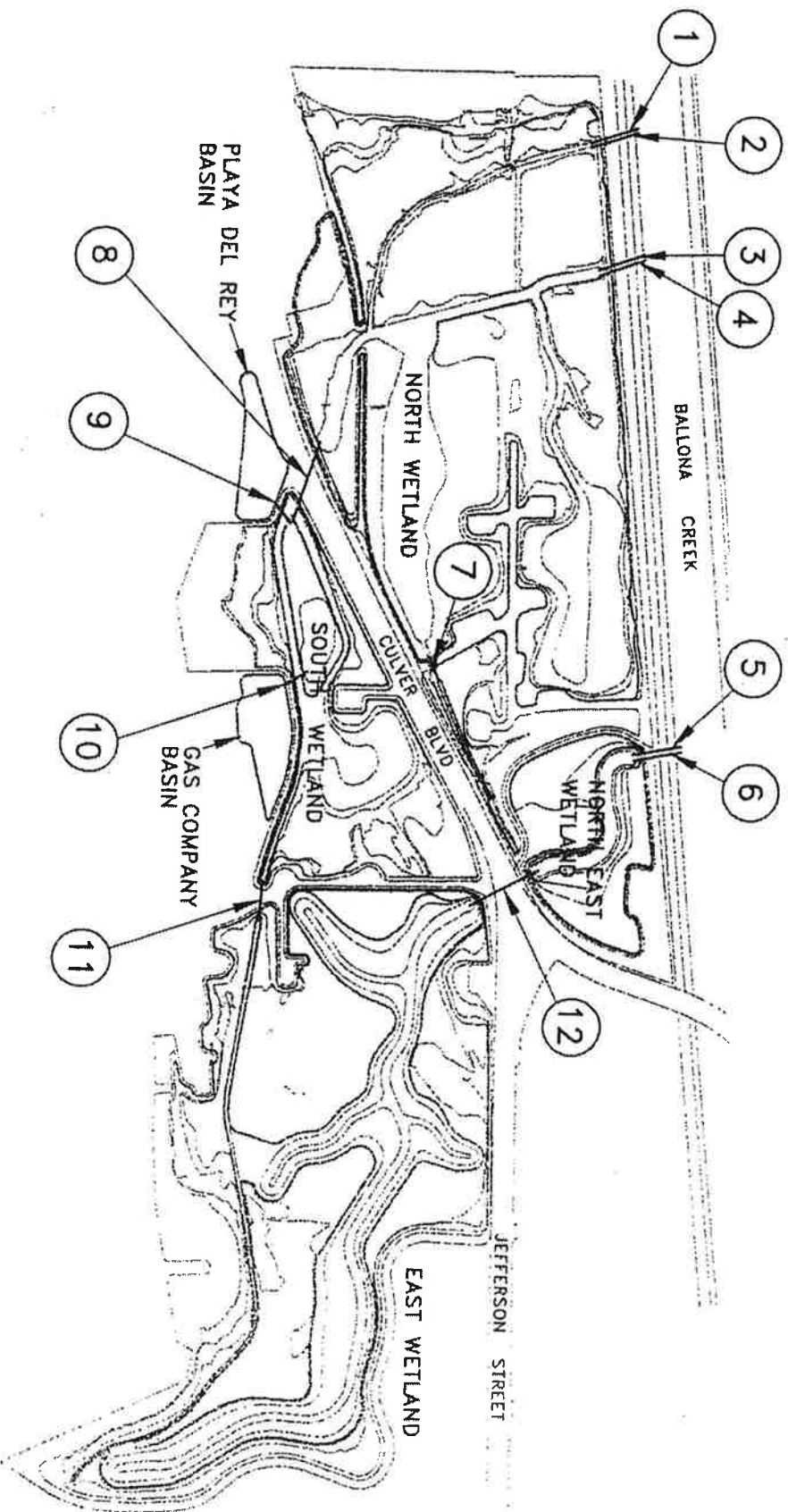
PSOMAS
ENGINEERS



PLAYA VISTA - AREA "B"
WETLAND PROFILES

3/2/95
1" = 40'

Playa Vista Conceptual Salt Marsh Design Culvert Profile Index Map

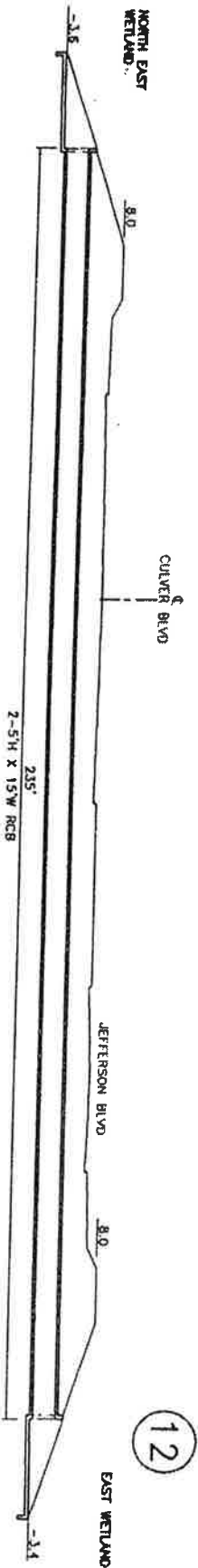
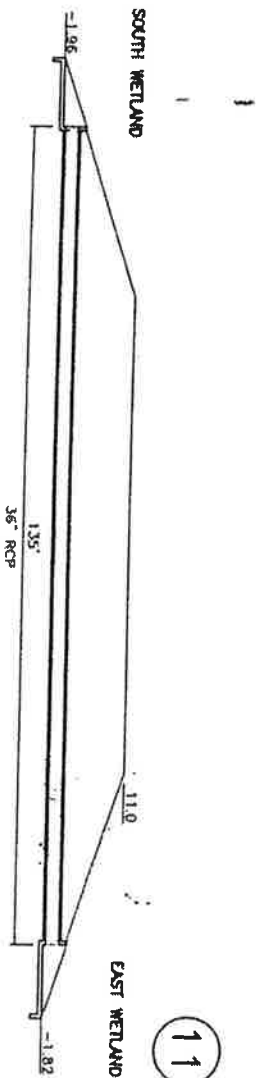
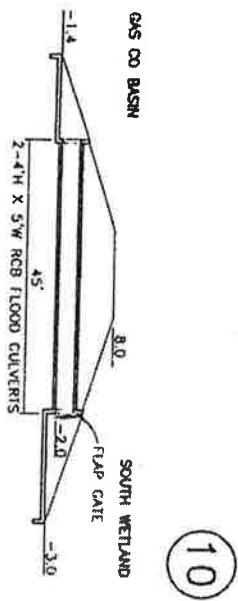
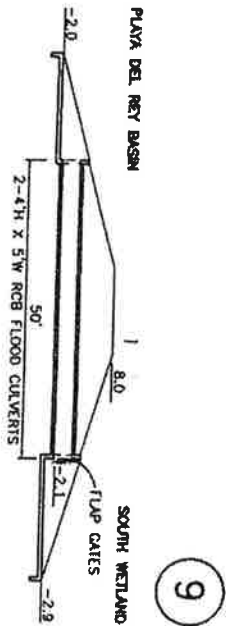
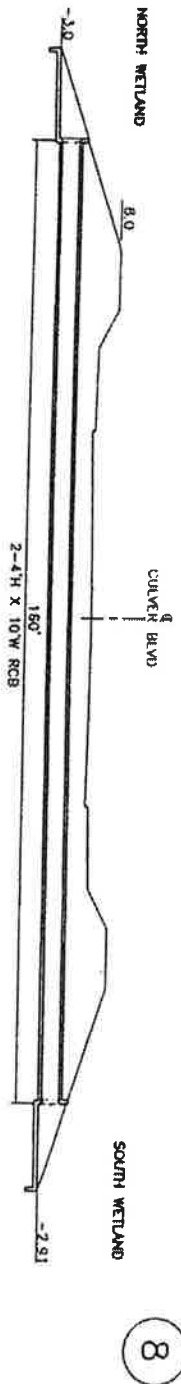


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Project Number: 1M/P0108.18
Page: 1 of 4

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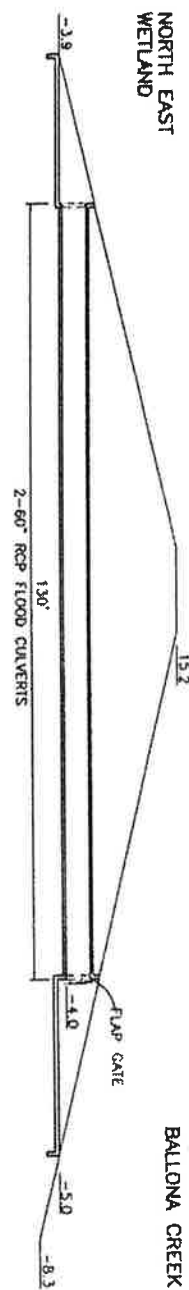
Planning and Architecture
3100 Wilshire Boulevard
Suite 1000, Los Angeles, CA 90010
310/450-1217 310/452-7411 (FAX)

Engineers
Surveyors
Planners

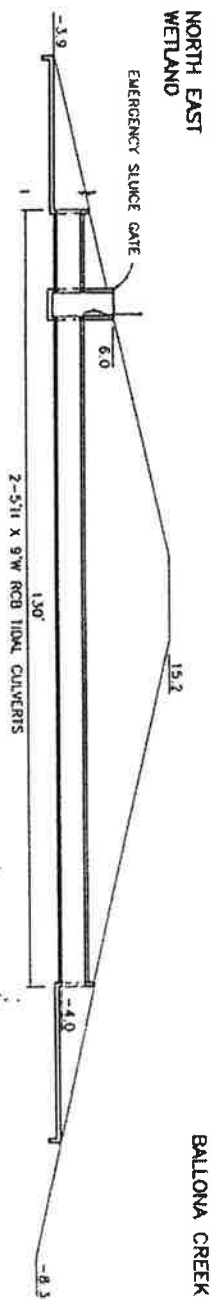


PSOMAS
CONCEPTUAL SALT MARSH DESIGN
SCHEMATIC CULVERT PROFILES

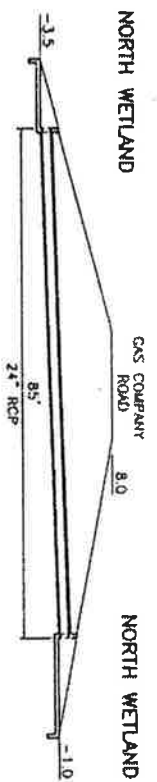
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 DRAWN BY: J. W.
 CHECKED BY: J. W.
 4



5



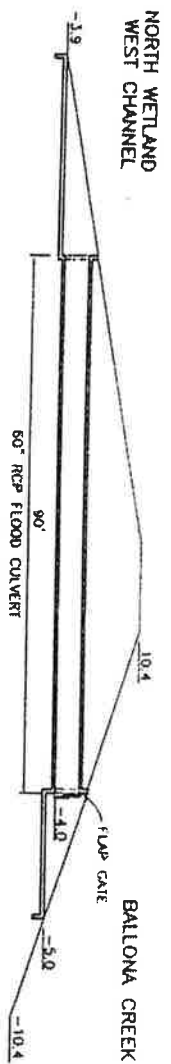
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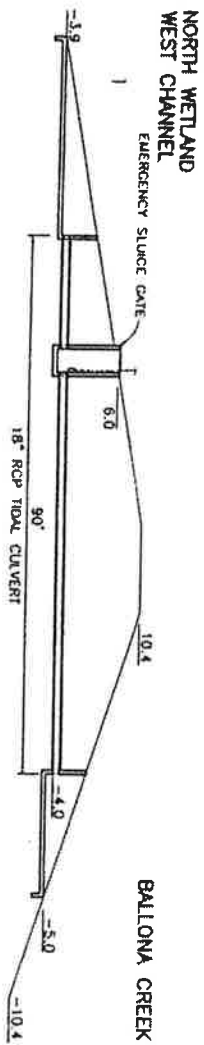
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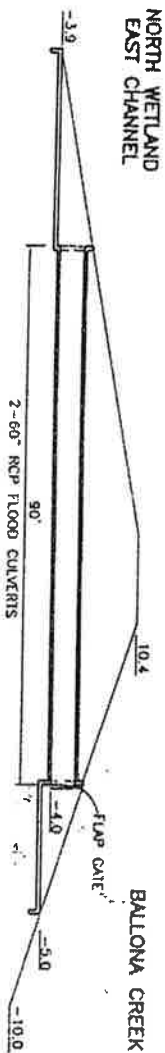
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REVISION		NO.		DESCRIPTION					
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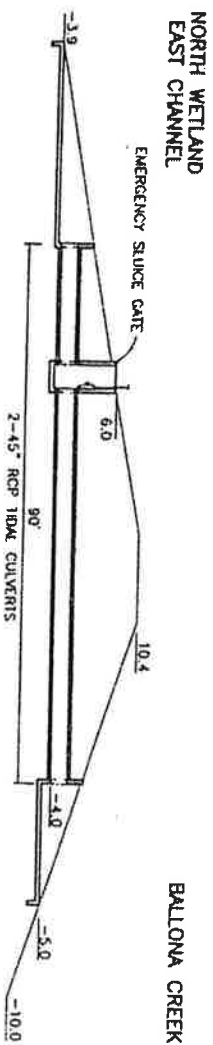
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3



4



PSOMAS
Professional Services
1000 West 1st Street
San Diego, CA 92101
(619) 594-1100

PLAYA VISTA
CONCEPTUAL SALT MARSH DESIGN
SCHEMATIC CULVERT PROFILES

DATE: 3/13/18
SCALE: 1" = 30'
DRAWN: J. J.
CHECKED: J. J.